



MEMORANDUM OF UNDERSTANDING

between Corby Borough Council and Kettering Borough Council

Sharing of Street Scene Services



This Memorandum of Understanding (MoU) is dated 13 March 2018

Parties

Corby Borough Council of Deene House, New Post Office Square, Corby, Northamptonshire NN17 1GD a Local Authority a Local Authority ("CBC"); and
Kettering Borough Council of Bowling Green Road, Kettering, NN15 7QX a Local Authority ("KBC"),

Collectively referred to as the "Parties".

1. Preamble

- 1.1 This MoU sets out the terms on which the Parties commit to work together to establish, implement and operate a shared service agreement for the provision of refuse collection, grounds maintenance and street cleansing services, collectively referred to as Street Scene Services, across the areas administered by the Parties.
- 1.2 The Parties are the statutory waste collection authorities for the Corby and Kettering Boroughs respectively. Both Parties also perform functions in relation to the care and maintenance of public spaces and street cleansing under various statutory powers. They have agreed in principle to work together with the aim of combining the delivery of Street Scene Services across the boundaries of the Parties.
- 1.3 This MoU sets out the basis on which the Parties intend to work together and establishes the key aims and principles of the partnership.
- 1.4 It is intended that this MoU is replaced by further, more formal shared services agreement in accordance with S101 of the Local Government Act 1972, and a Service Delivery arrangement prior to implementation of a new method of delivery of Street Scene Services.

2. Basis for joint working

- 2.1 The current preferred shared service model (subject to further discussion) is an arrangement made under s101 of the Local Government Act 1972. A Joint Committee (JC) with councillors from both Parties will be created to oversee the performance of the shared service. The composition of the committee is to be determined by the Parties, in accordance with statutory requirements, on a basis that adheres to the starting principle of parity of control between the Parties.
- 2.2 The key objectives governing the work of the JC will be;
 - To provide best value services to the joint population of the two boroughs and seek continual improvement in service delivery, having regard to economy, efficiency and effectiveness, across the combined area of the two Parties.
 - To facilitate genuine joint working, through a single service provided across boundaries and utilising shared resources. In particular:-
 - A single workforce, under the employment of KBC as the host employer, to be deployed across the combined area according to the needs of the shared service;

- A single fleet of vehicles and plant procured by KBC as the contracting authority capable of working across the combined area to ensure the efficient and effective use of resources;
 - Shared depot(s) in suitable location(s) to best serve the needs of the combined area.
- 2.3 The Parties will work together in; good faith, a spirit of mutual trust, and an open, co-operative and collaborative manner for the duration of this MoU in order to endeavour to procure the successful implementation of the shared services and thereafter its successful ongoing operation. Both Parties:
- will respond in a timely manner to all relevant requests from the other party;
 - to share the total costs of undertaking the Shared Services in a manner to be developed and agreed by both Parties.
- 2.4 Each of the Parties shall provide the required representatives to attend all meetings of the Joint Working Steering Group, Joint Working Project Board, Joint Working Project Team and Joint Working Committee.
- 2.5 The Parties will work together to agree such issues as:
- transfer of monies between Parties related to the operation of shared services;
 - methods to improve efficiency of shared services;
 - what services may be subject to external tendering arrangements;
 - transfer of employees, assets and contracts between the Parties; and
 - what documentation will be required to fully reflect the operation of the new services.
- 3.0 Joint Working Steering Group (JWSG) –Operates during implementation phase**
- 3.1 The Parties agree to establish a Joint Working Steering Group (JWSG) made up of elected members and officers from both Parties to oversee the planning and implementation phase of the shared service. The composition of the JWSG and its purpose are set out in Appendix 1 of this document.
- 3.2 The JWSG will be supported as required by officers from both Parties with the aim of sharing equally costs associated with it. This principle will extend to the cost of external support should the JWSG determine that there is a need for such support.
- 3.3 The role of the JWSG will be to make recommendations to the Parties for formal consideration via the respective normal policy-making processes in place in the Parties. The JWSG will have no formal standing or decision-making powers.
- 3.4 Prior to implementation of the shared service the JWSG will be disbanded and the Joint Working Committee will be established. The implementation period ends on the date that the services transfer over to the shared service form the outgoing contractor
- 4.0 Joint Working Project Board (JWPB) – Operates during Implementation phase**
- 4.1 The Parties agree to establish a Joint Working Project Board (JWPB) made up of Senior Officers from both Parties to oversee the planning and implementation phase of the shared service. The purpose of the board is to consider reports and work

undertaken by the Joint Working Project Team (JWPT) and other work directly commissioned in line with the shared service project implementation plan prior to consideration by the JWSG. The JWPB will also be responsible for providing strategic direction to the JWPT and technical/legal support as required to the JWSG. The composition of the JWPB is set out in Appendix 2 of this MoU.

5.0 Joint Working Project Team (JWPT) – Operates during Implementation phase

5.1 The Parties agree to set up a Joint Working Project Team (JWPT) made up of Service Management and Technical Lead Officers from both Parties to manage, commission, undertake, monitor, review and report on the relevant work packages which form part of the shared service project implementation plan. The JWPT will be responsible for providing update and progress reports and KPI information to the JWPB, and in consultation with the JWPB to the JWSG. The composition of the JWPT and its terms of reference are set out in Appendix 3 of this MoU.

6.0 Joint Working Committee (JWC) – Operates post Implementation

6.1 The Parties agree to establish a Joint Working Committee (JWC) pursuant to the powers contained in section 9EB of the Local Government Act 2000 and Regulation 11 of the Local Authorities (Arrangement for Discharge of Functions) (England) Regulations 2012 made up of elected members and officers from both Parties, to oversee the strategic direction and performance of the shared service post implementation. The composition of the JWC and its Terms of Reference are set out in Appendix 4 of this MoU.

6.2 The JWC will be supported by a Performance Management Board responsible for the delivery of shared services and day-to-day business activities. This will consist of the two service lead officers for both Parties who will meet monthly to review performance, business/service improvement plans and progress reports submitting reports to the JWC for consideration as appropriate.

7.0 Information Sharing, Confidential Information and Intellectual Property and Information Sharing

7.1 The Parties undertake to share information relevant to the establishment of the shared service. Information will be subject to the normal policies and processes of the two Parties.

Confidential information

7.2 Any information deemed by one Party to be Confidential Information will be treated as such by both Parties.

7.3 Clause 7.2 shall not prevent the disclosure of any Confidential Information relating to the shared services arrangement which is reasonably disclosed for the furtherance of the shared service arrangement or the promotion of the share service arrangement provided that the Party or person disclosing the information takes all steps that are commercially practicable to preserve the confidentiality of the information and shall not prevent the disclosure of any Confidential Information where required by law.

7.4 For the purpose of this MoU "Confidential Information" means any information imparted to any of the Parties or their employees, agents, consultants, contractors or sub-contractors (the "Receiving Party") which was imparted to the Receiving Party on

the basis that it is to be kept confidential or would by its nature normally be regarded as being confidential or to the knowledge of the Receiving Party was obtained by the other Party on the basis that it was to be kept confidential or is of commercial value in relation to the shared services but shall not include any information which is for the time being in the public domain otherwise than by reason of its wrongful disclosure by the Receiving Party.

Intellectual Property

7.5 Existing intellectual property rights will be preserved and respected. Any new intellectual property, pertaining to the shared service, will be jointly owned by the Parties.

8.0. Timescales, Term and Termination

8.1 This MoU shall commence once signed by both Parties and shall continue until terminated pursuant to clause 8.2 or under clause 10.3.

8.2 Notwithstanding Clause 10.3, either Party may only terminate the MoU after giving due regard or consideration to broader contractual commitments e.g. fleet contracts. Outside of such commitments, either party may terminate by giving at least 12 months' notice from the end of the financial year in which the notice is served. This notice must be given in writing by a suitably authorised person by either party.

8.3 It is intended that implementation of shared services should take place by no later than January 2019.

9.0. Variation

9.1 All terms of this MoU can be varied by the written agreement of both Parties.

10.0. Dispute resolution procedure

10.1 Where any dispute relating to matters connected with this MoU arises which cannot be resolved at officer level, the matter shall be taken to the JWPB for resolution.

10.2 In the event that the JWPB is unable to reach agreement on any matter it will be referred to an external independent advisor for arbitration.

10.3 If a disputed matter cannot be resolved prior to implementation of the shared service, the Parties will independently reconsider their ongoing involvement in the development of the shared service. Should either Party decide not to continue, either Party shall give written notice of such or accordingly this MoU will terminate with immediate effect. If a disputed matter cannot be resolved post-implementation of the shared service then due consideration would need to be given to broader contractual commitments in line with 8.2 above

11.0. Status of This MoU

11.1 This MoU is not intended to be legally binding and no legal obligations or rights shall arise from it. The Parties enter into the MoU intending to honour the principles and obligations set out herein.

11.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either party as the agent of the other

party, nor authorise either of the Parties to enter into any commitments for or on behalf of the other Party.

11.3 This MoU is intended to be replaced by further, formal arrangements prior to the effective implementation of the shared services, and the entering into of such agreements or formal delegations shall operate as to formally terminate this MoU.

12.0 Freedom of Information Act 2000 and Environmental Information Regulations 2004

12.1 Each Party acknowledges that the other Party is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and each Party shall where reasonable assist and co-operate with the other Party (at their own expense) to enable the other Party to comply with these information disclosure obligations.

12.2 Where a Party receives a request for information under either the FOIA and or the EIR in relation to information which it is holding on behalf of any of the other Party in relation to the shared services it shall (and shall procure that its sub-contractors shall):

12.2.1 transfer the request for information to the other Party as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;

12.2.2 provide the other Party with a copy of all information in its possession or power in the form that the Party requires within ten Working Days (or such longer period as the Party may specify) of the Party requesting that information; and

12.3 provide all necessary assistance as reasonably requested by the other Party to enable the Party to respond to a request for information within the time for compliance set out in the FOIA or the EIR.

12.3 Notwithstanding clause 12.2, where a Party receives a request for information under the FOIA and or the EIR which relates to this MoU or the shared services, it shall inform the other Party of the request for information as soon as practicable after receipt and in any event at least two Working Days before disclosure and shall use all reasonable endeavours to consult with the other Party prior to disclosure and shall consider all representations made by the other Party in relation to the decision whether or not to disclose the information requested.

12.4 The Parties shall be responsible for determining in their absolute discretion whether any information requested under the FIOA and or the EIR:

12.4.1 is exempt from disclosure under the FOIA or the EIR;

12.4.2 is to be disclosed in response to a request for information.

12.5 Each Party acknowledges that the other Party may be obliged under the FOIA or the EIR to disclose information:

12.5.1 without consulting with the other Party where it has not been practicable to achieve such consultation; or


12.5.2 following consultation with the other Party and having taken their views into account.

13.0. General


- 13.1 Nothing contained or implied herein shall prejudice or affect the Parties' rights, powers duties and obligations in the exercise of their functions as local authorities and/or in any other capacity and all rights, powers, discretions, duties and obligations of the Parties under all laws may at all times be fully and effectually exercised as if the Parties were not party to this MoU and as if this MoU had not been made.
- 13.2. The Parties shall only represent themselves as being an agent partner or employee of the other Party to the extent specified by this MoU and shall not hold themselves out as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other Party except to the extent specified in this MoU.
- 13.3. This MoU is personal to the Parties and no Party shall assign, transfer or purport to assign or transfer to any other persons any of its rights or sub-contract any of its obligations under this MoU.
- 13.4. Any notice required or permitted to be given by a Party to the other under this MoU shall be in writing and addressed to the Chief Executive of the other Party at its principal office.

14.0 Signatures

Signed for and on behalf of **Corby Borough Council**

Signature 
Name IAIN SMITH
Position HEAD OF PLANNING AND ENVIRONMENTAL SERVICES
Date 13TH MARCH 2018

Signed for and on behalf of **Kettering Borough Council**

Signature 
Name MARTIN HAMMOND
Position EXECUTIVE DIRECTOR
Date 13TH MARCH 2018.

Appendix 1 Joint Working Steering Group (JWSG)

Appendix 2 Joint Working Project Board (JWPB)

Appendix 3 Joint Working Project Team (JWPT)

Appendix 4 Joint Working Committee (JWC)

APPENDIX 1

JOINT WORKING STEERING GROUP

Composition of the Joint Working Steering Group (JWSG) – Operates during implementation plan

Joint Working Steering Group
2x Members from KBC (Executive)
2x Members from CBC (Leader or Deputy Leader and Lead Member Environment)
Supported by
Appropriate Senior Officers from both CBC and KBC
Additional support
As required from members of KBC and CBC or other external parties (by agreement of the JWSG)

- The purpose of the steering group will be to consider all issues pertaining to the establishment of a shared service and make recommendation(s) to both councils that will allow them to make a formal decision to implement the proposed shared service arrangement. This will include:
 - Agreeing a clear timetable with identified milestones leading up to implementation of the proposed shared service.
 - The preparation of a project plan/ implementation plan for the shared service.
 - To receive and review regular update reports against the implementation plan to monitor key risks/ elements associated with the project e.g. fleet, staffing, governance, infrastructure (including depots) and service standards.
 - Making recommendations around governance and lead authority arrangements as required by legislation and to implement the principles set out in this MoU
 - To receive and review and make recommendations on how costs, income and surpluses are apportioned.
 - To receive and review and make recommendations on how the shared service can ensure good employment practice
 - Agreeing arrangements for the hosting and provision of business/ back office support to the shared service.
 - Agreeing key performance indicators and monitoring arrangements.

APPENDIX 2

JOINT WORKING PROJECT BOARD

Composition of the Joint Working Project Board (JWPB) (operates during implementation phase)

Joint Working Project Board
Chief Executive CBC
Chief Executive Officer KBC
Director of Corporate Services CBC
Executive Director KBC
Head of Planning and Environmental Services CBC
Head of Environmental Care KBC
Additional support
As required from officers of KBC and CBC or other external parties (by agreement of the JWPB)

APPENDIX 3

JOINT WORKING PROJECT TEAM

Composition of the Joint Working Project Team (JWPT) Operates during Implementation phase

Joint Working Project Team
Head of Planning and Environmental Services CBC
Head of Environmental Care KBC
Street Scene Manager CBC
Operations Manager – Streetscene KBC
Service Development Officer KBC
Additional support
As required from officers of KBC and CBC or other external parties (by agreement of the JWPT)

APPENDIX 4

JOINT WORKING COMMITTEE

Composition of the Joint Working Committee (JWC) Operates post implementation

Joint Working Committee
2x Members from KBC (Executive)
2x Members from CBC (Leader or Deputy Leader and Lead Member Environment)
Supported by
Appropriate Senior Officers from both CBC and KBC

Terms of Reference of JWC

1. Members of the JWC shall be appointed by their respective parent organisation
2. Only members of the JWC shall have the right to attend JWC meetings however other appropriate individuals may be nominated to stand in on a meeting by meeting basis
3. The JWC will select and appoint a Chair which will rotate between the two parties on a 1 year tenure
4. A quorum necessary for decision ratification will comprise 2 Members (1 CBC member and 1 KBC member)
5. The JWC will meet on a quarterly basis or otherwise as conditions require
6. Meetings will be held alternately between CBC offices and KBC offices
7. The current Chair shall notify all Board Members of the annual schedule of meetings. Notice of each meeting confirming venue, date, time and agenda of items to be discussed will be forwarded to members no later than 5 working days prior to the day of the meeting. A standard agenda will be adopted for meetings
8. All meetings will be minuted by the respective host party and agreed minutes will be circulated to JWC members

The purpose of the JWC will be to provide strategic direction for the shared service by:

- Considering and agreeing strategies to meet corporate objectives, subject to the necessary consents from both Councils.
- Receiving Key Performance Information and Performance Reports
- Receive and review independent benchmarking information
- Receive and review an Annual Business Plan/Service Improvement Plan
- Receive and review Best Value Review reports
- Receive audit proposals and recommendations
- Receive and review proposals around service changes
- Agreeing community engagement plans e.g. waste education, website development etc.
- Improve Member consultation and communication