

**A N A G R E E M E N T** made the **Sixth** day of **March**  
**Two thousand and three** **BETWEEN** **STAFFORDSHIRE COUNTY COUNCIL** of County Buildings Martin Street Stafford of the first part **STOKE-ON-TRENT CITY COUNCIL** of Civic Centre Glebe Street Stoke-on-Trent of the second part **CANNOCK CHASE DISTRICT COUNCIL** of Civic Centre Beecroft Road Cannock of the third part **EAST STAFFORDSHIRE BOROUGH COUNCIL** of Town Hall Burton on Trent of the fourth part **LICHFIELD DISTRICT COUNCIL** of District Council House Frog Lane Lichfield of the fifth part **NEWCASTLE-UNDER-LYME BOROUGH COUNCIL** of Civic Offices Merrial Street Newcastle-under-Lyme of the sixth part **SOUTH STAFFORDSHIRE DISTRICT COUNCIL** of the Council Offices Codsall of the seventh part **STAFFORD BOROUGH COUNCIL** of Civic Offices Riverside of the eighth part **STAFFORDSHIRE MOORLANDS DISTRICT COUNCIL** of Moorlands House Stockwell Street Leek of the ninth part and **TAMWORTH BOROUGH COUNCIL** of Marmion House Tamworth of the tenth part (jointly and severally “the Authorities”)

**WHEREAS**

- (1) The Authorities wish to establish a Joint Committee of the Authorities with the aims powers functions objectives and duties hereinafter referred to
- (2) The Authorities have agreed to enter into this Agreement to give effect to those wishes

**1. INTERPRETATION**

1.1 Expressions in the left hand column of the interpretation table below shall be construed in accordance with the right hand column

<b>Interpretation Table</b>	
Agreement	This agreement and schedules 1 – 10 thereto
Joint Committee	the Staffordshire Connects Partnership Joint Committee
Strategic Advisory Board	the Staffordshire Connects Joint Strategic Advisory Board referred to in paragraph 4A.1
Strategic Liaison Board	the Strategic Liaison Board referred to in paragraph 4B.1
Vision	to facilitate seamless access to cost-effective services and enable joint working between Partners and stakeholders
Commencement Date	6 March 2003
Objectives	the objectives of the Joint Committee as set out in paragraph 3.2 to this Agreement

Functions	the functions of the Joint Committee as set out in paragraph 3.3
Standing Orders	the standing orders of the Joint Committee set out in Appendix 2 to this Agreement
Capital Budget	the capital budget (if any) of the Joint Committee in any year
Budget	the Core Budget and the Programme Budget in any year
Core Budget	the Budget (including Overheads) relating to expenditure on Core Services and Non-Core Services.
Core Services	the professional management of the Services to be undertaken by or on behalf of the Joint Committee
Non-Core Services	those Services provided by seconded members of the Programme Team or directly by an Authority together with any administrative financial training supplies publications consumable and other resources and services provided by that Authority
Overheads	the employee costs (including on costs) of the members of the Programme Team; the costs of administration, insurance, training, supplies, publications, consumables and recharges; and the costs (direct and indirect) associated with the management operation and administration of the Joint Committee and the Strategic Advisory Board
Programme Budget	the Budget in any year which is intended for the projects to be carried out by the Joint Committee directly or on behalf of one or more Authorities or Supporters during the year as part of its Programme
Programme Management Board	the Staffordshire Connects Programme Management Board referred to in paragraph 4A.9 and 4A.13
Programme Team	the team of officers responsible to the Strategic Advisory Board for the delivery of the Services
Services	the work and activities of the Joint Committee in developing and delivering facilities which will enable the Authorities directly or indirectly to

	promote the Vision and the Objectives
Work Programme	The programme of work approved by the Joint Committee to be carried out in the year to which the Budget relates
Partner	an Authority which is party to this Agreement
Supporter	An organisation body or person with whom links are implemented in accordance with Section 18 of this Agreement
Strategic Director	such person appointed to chair the Strategic Advisory Board under paragraph 19.4 of Appendix 2
Deputy Strategic Director	such person appointed as deputy chairman under paragraph 19.4 of Appendix 2
Executive Director	the person employed/seconded to lead the Programme Team pursuant to paragraph 5.3

- 1.2 Except where the contrary intention appears, references in this Agreement to the singular shall include the plural and vice versa and references to the masculine gender shall be taken as meaning both masculine and feminine genders
- 1.3 References to sections are to the sections 1 - 20 of this Agreement and references to paragraphs are to paragraphs within those sections
- 1.4 References to “year” and “years” are to the financial year or years of the Authorities commencing on 1 April in any year and finishing on 31 March in the following year. The last year shall however end on the date upon which this Agreement terminates
- 1.5 This Agreement shall have effect from the Commencement Date and shall continue in force in accordance with the provisions of Section 11

## 2. THE JOINT COMMITTEE

- 2.1 The Authorities, in exercise of their powers under Sections 101 and 102 of the Local Government Act 1972 and Section 20 of the Local Government Act 2000 and all other powers enabling them in that behalf, hereby establish and agree fully to participate in the Staffordshire Connects Partnership Joint Committee to promote the Vision and commit themselves to promoting that Vision, to achieving the Objectives through the Functions set out herein and, subject to Section 10, to the provision collectively and individually to the Joint Committee of sufficient resources to realise those ambitions
- 2.2 The Joint Committee shall be constituted and conduct its business in accordance with the Standing Orders

2.3 The Joint Committee shall comprise the following membership:

2.3.1 The Staffordshire County Council will appoint one member being a County Councillor who is a member of the County Council's Executive.

2.3.2 Each Authority other than the Staffordshire County Council will appoint one member being a Councillor of that Authority who is (from the date on which that Authority begins to operate Executive arrangements under the Local Government Act 2000) a member of that Authority's Executive PROVIDED THAT where the Executive of that Authority is a Mayor and Council Manager, if the Council Manager is not a member of the Joint Committee, one other officer of that Authority.

2.3.3 Each Authority may nominate to the Secretary to the Joint Committee a substitute for the person appointed under paragraph 2.3.1 or 2.3.2 (as the case may be). Each such substitute must be a person who is eligible to be a voting member of the Joint Committee. Such substitute may also attend meetings of the Joint Committee as observer in a non-voting capacity.

2.4 The Joint Committee shall from time to time approve the Joint Committee's Financial Regulations and Contract Standing Orders applicable to the discharge of the Objectives and Functions but pending adoption by the Joint Committee of such Financial Regulations and Contract Standing Orders the Financial Regulations and Contract Standing Orders of the Lead Authority shall apply.

### **3. OBJECTIVES AND FUNCTIONS OF THE JOINT COMMITTEE**

3.1 The Authorities hereby constitute the Joint Committee for the purpose of promoting the Vision for the users of the services for which the Authorities are responsible and, subject to the Budget approved in accordance with Section 8, the attainment and realisation of the Objectives on behalf of the Authorities and the Supporters and to this end to provide the Core Services for all Authorities and to make available additional services where there is agreement to do so between the one or more Authorities concerned and the Joint Committee.

3.2A The Objectives of the Joint Committee are to promote and pursue the Vision so that by working together the Joint Committee achieve for the benefit of the users of the services for which the Authorities are responsible:-

3.2A.1 easily accessible services with a consistently high standard of accessibility

3.2A.2 services responsive to the needs of citizens, businesses and visitors to the area

3.2A.3 services recognisably relevant to the users of the services for which the authorities are responsible

3.2A.4 the promotion of the use of shared access for users of the services for which the Authorities are responsible, developed and enhanced by pooling resources, knowledge and learning.

- 3.2B The Objectives of the Joint Committee also include maximising customer convenience, achieving efficiencies and facilitating shared services. To this end, Partners may work in clusters to achieve shared corporate priorities, particularly where there is a clear business case to do so in order to achieve cost-effective, customer-orientated services.
- 3.3 The Functions of the Joint Committee in relation to the Objectives are:-
- 3.3.1 to determine after consultation with the Authorities the Budget and the Work Programme of the Joint Committee;
  - 3.3.2 to determine the standards of the discharge of the Objectives and the Functions in accordance with any appropriate external standards from time to time
  - 3.3.3 to consider actions, make recommendations to the Authorities and others and to determine policy relating to the effective pursuit of the Vision and the attainment of the Objectives
  - 3.3.4 to carry out undertake procure or implement in accordance with the provisions of this Agreement and within the Budget available for the purpose such projects or schemes or proposals as the Committee shall determine as being appropriate or relevant to the effective pursuit of the Vision and the attainment of the Objectives
  - 3.3.5 to monitor performance by means of a quarterly Report to the Authorities
  - 3.3.6 regularly to review and scrutinise the decisions and actions taken by the Strategic Advisory Board
  - 3.3.7 to undertake such public and other consultation as the Joint Committee shall consider necessary or desirable about the Joint Committee's priorities, the provision of services whether by electronic or other means and to collate and share with Authorities and others the results of such consultation in determining the Work Programme
  - 3.3.8 to undertake any relevant and related activities which the Joint Committee deem to be of benefit to the pursuit of the Vision
  - 3.3.9 to set, and to seek adherence to, appropriate levels of IT security to conform with current quality standards relating to the Services or facilities or provisions derived therefrom
- 3.4 Subject to paragraph 3.5 below the Joint Committee will have delegated powers from the Authorities and in accordance with paragraph 3.3.4 above to implement the Budget and the Work Programme for that year previously approved by the Joint Committee subject to the financial and resources implications of those decisions being contained within the Budget of the Joint Committee for the then current financial year or within the financial commitments approved by the Authorities.

- 3.5 The Joint Committee shall refer to the Authorities any matter which falls outside the Joint Committee's delegated powers or where the Joint Committee consider that the matter is one which for any reason should properly be decided upon by the Authorities and not by the Joint Committee.
- 3.6 The Joint Committee shall not have power to borrow.
- 3.7 Subject to paragraphs 3.4 and 3.5 above the Authorities also empower the Joint Committee to arrange for the discharge of the Functions by the Strategic Advisory Board as herein set out and Subsection 2 of Section 101 of the Local Government Act 1972 shall apply in relation to the Functions as it applies in relation to the functions of the Authorities.
- 3.8 The Joint Committee shall appoint the Secretary to the Joint Committee and the Treasurer to the Joint Committee who shall save in exceptional circumstances be respectively the Head of the Paid Service and the Treasurer to the Lead Authority. The Secretary and the Treasurer shall have respectively the functions powers and duties set out herein and as set out in Appendix 3.
- 3.9 The Joint Committee shall not employ any employees.

#### **4A. STRATEGIC ADVISORY BOARD**

- 4A.1 The Authorities will establish the Strategic Advisory Board which, subject to paragraph 4A.2 below, shall comprise one nominated officer representative of each Authority.
- 4A.2 The officer of each Authority nominated to serve on the Strategic Advisory Board shall be a director or head of service of that authority having responsibility for one or more of the following: shared services, efficiency, business transformation, change management or front-office service delivery.
- 4A.3 Each officer nominated under paragraph 4A.1 shall be entitled to attend meetings of the Joint Committee but not to vote thereat.
- 4A.4 Each officer nominated under paragraph 4A.1 shall be entitled to attend meetings of the Strategic Advisory Board and to vote thereat.
- 4A.5 The Secretary to the Joint Committee and the Treasurer to the Joint Committee or their respective nominees shall be able to attend meetings of the Joint Committee and the Strategic Advisory Board in an advisory capacity.
- 4A.6 If the officer nominated under paragraph 4A.1 is unable to attend a meeting of the Joint Committee or the Strategic Advisory Board, the Authority which nominated him may nominate a substitute of comparable seniority to attend that meeting who shall have the like rights to vote as the officer for whom he is substitute. Such substitute shall be appropriately briefed. The nomination of such officer shall be made to the Secretary to the Joint Committee.

- 4A.7 The officer nominated under paragraph 4A.1 may be accompanied by one or two other officer advisers at meetings of the Strategic Advisory Board but such advisers shall have no power to vote.
- 4A.8 The Strategic Advisory Board may co opt additional members to facilitate the delivery of approved programmes of work for business processes and/or systems deployed by subsets of the Partnership in co-operation with and for the benefit of not only the Partnership itself but Supporters also. The number of co opted members shall not exceed such number as the Strategic Advisory Board shall consider appropriate in the circumstances.
- 4A.9 The Strategic Advisory Board will report, at least quarterly, to and be accountable to the Joint Committee. The members of the Strategic Advisory Board, together with representatives from the Staffordshire Police Authority, Staffordshire Fire and Rescue Service and the NHS, will also meet monthly as a Programme Management Board and will report monthly to the Strategic Liaison Board.
- 4A.10 The functions of the Strategic Advisory Board will be:-
- 4A.10.1 to recommend the strategic direction of the Vision, to promote the Objectives of the Joint Committee, to develop policies for those purposes and to make recommendations to the Joint Committee, including:
- a. Identifying emerging opportunities for potential joint working;
  - b. Managing the realisation of new opportunities from conception to project completion;
  - c. Leveraging benefits from existing systems (where such benefits are applicable to partners' shared business needs, with a focus on improving service efficiency/effectiveness rather than technology-related matters);
  - d. Engaging with Chief Executives and senior management teams to ensure that new and existing projects are aligned to local and national priorities;
  - e. Identifying funding opportunities.
- 4A.10.2 to consider the recommendations proposed by the Programme Team and to make recommendations to the Joint Committee where the Programme Team's proposals are outside the powers delegated to the Strategic Advisory Board.
- 4A.10.3 to make recommendations to the Joint Committee about the programme of work and projects to be undertaken by the Joint Committee in the year in question.
- 4A.10.4 to make recommendations to the Joint Committee about the Joint Committee's Budget, proposals for joint commissioning, joint ventures and the establishment of partnership agreements and service level agreements.
- 4A.10.5 to support in all practicable respects the promotion of the Vision and the attainment of the Objectives.
- 4A.10.6 to carry out implement and deliver the policies and decisions of the Joint Committee.

4A10.7 to commission reports and to receive minutes from the Connects Customer First Group and the Security Forum, the Terms of Reference of which are set out at Appendices 8 and 9 respectively.

4A10.8 to establish, where appropriate, additional sub-groups to deliver approved programmes of work for business processes and/or systems deployed by subsets of the Partnership and to seek additional technical input considered necessary to advise the Strategic Advisory Board on the leveraging of benefits from existing systems and/or the implementation of new systems for which proposals have been duly approved.

4A10.9 to facilitate the rollout of service and/or systems improvements secured by one Partner and then made available to other Partners as part of an approved programme of work.

4A.11 The Strategic Advisory Board will have the following delegated powers from the Joint Committee:-

To implement the decisions of the Joint Committee where acting under the powers delegated to the Joint Committee subject in all cases to:

- (i) any decisions involving expenditure being within the financial allocation for the purpose approved by the Joint Committee;
- (ii) any decisions involving controversial or contentious matters being first referred to the Joint Committee (who may themselves decide the matter);
- (iii) reference to the Joint Committee of any proposals for significant change in the programme of work for the year which has previously been approved by the Joint Committee for that year.

4A.12 The Strategic Advisory Board shall comply with the Joint Committee's Standing Orders and Financial Regulations.

4A.13 The purpose of the Programme Management Board will be to consider collaborative transformation projects beyond the scope of the Partnership's Work Programme and to make suggestions and recommendations to the Strategic Liaison Board on a monthly basis.

## **4B. STRATEGIC LIAISON BOARD**

4B.1 The Staffordshire Chief Executives' and Leaders' Group will act as a Strategic Liaison Board, considering information to be provided monthly by the Programme Management Board, the Partnership's ongoing strategic role and making recommendations to Joint Committee as it may consider appropriate to ensure that the Work Programme is aligned to Partners' corporate priorities. A member of the Chief Executives' and Leaders' Group may attend each meeting of Joint Committee under paragraph 5.5 of the Standing Orders at Appendix 2.

4B.2 The Chairman of the Joint Committee may meet with the Lead Chief Executive, the Strategic Director and the Executive Director as they consider appropriate to seek to ensure the continuing relevance of the Partnership's strategic role and progress against projects.

## 5. PROGRAMME TEAM

5.1 The Strategic Advisory Board will be supported by a Programme Team.

5.2 The Programme Team will comprise:

5.2.1 a core team comprising officers employed by the Lead Authority on behalf of the Joint Committee and/or such secondees from one or more Authorities as the Joint Committee may approve after consultation with the Strategic Advisory Board, all the direct and indirect costs and overheads of whom will be met from within the Core Budget, together with

5.2.2 such secondees from one or more Authorities or Supporters as the Strategic Advisory Board may approve, the direct and indirect costs of whom will be met from within the resources of the seconding Authority or Supporter.

5.3 The Programme Team will be led by a person employed by the Lead Authority or seconded under paragraph 5.2.1 as Executive Director

5.4 The Programme Team will be responsible to the Strategic Advisory Board and to the Joint Committee and will:

5.4.1 co-ordinate the day to day activities of the Joint Committee in promoting and attaining the Vision and the Objectives;

5.4.2 liaise between the Strategic Advisory Board, the Joint Committee, the Authorities, the Government, Supporters and other agencies and persons;

5.4.3 monitor progress and expenditure on individual projects and prepare draft plans policies and strategies as necessary for consideration, and may make recommendations thereon;

5.4.4 appraise individual projects for funding including the assessment of the sufficiency and adequacy of the financial and management controls in place for each such project;

5.4.5 monitor progress and expenditure on individual projects and evaluate and report quarterly to the Strategic Advisory Board on the outcomes and effectiveness of such projects.

5.5 Any members of the Programme Team seconded under paragraph 5.2.1 or paragraph 5.2.2 shall continue to be employees of the Authority by whom they are seconded and accordingly their terms and conditions of service shall be those of their employing Authority. Such secondments shall be for such term as the employing Authority and the Joint Committee may agree.

- 5.6 The members of the Programme Team employed by the Lead Authority or seconded under paragraph 5.2.2 shall be assigned to the Programme Team to support and deliver the Programme Team's objectives set out in paragraph 5.4.
- 5.7 All members of the Programme Team shall comply with the Joint Committee's Standing Orders and Financial Regulations.
- 5.8 The Executive Director shall have the following delegated powers –
- (a) To implement the decisions of the Strategic Advisory Board where acting under the powers delegated to the Strategic Advisory Board ;
  - (b) To take decisions on the day to day activities of the Programme Team within the Programme Team's terms of reference set out in paragraph 5.4;
  - (c) To manage the Programme Team in the delivery and performance of the terms of reference in paragraph 5.4.
- 5.9 In an emergency the Executive Director may obtain authorisation to incur reasonable expenditure from any of the Chairman or Vice Chairman of Joint Committee, the Programme Director or Deputy Programme Director, the officer representative of the Lead Authority nominated under paragraph 4A.1 or the Treasurer to the Joint Committee in circumstances where there is insufficient time to seek a decision from Joint Committee or the Strategic Advisory Board. Such expenditure must be reported to the next meeting of Joint Committee and/or the Strategic Advisory Board.
- 5.10 The Programme Team shall be supplemented by the Partnership CRM Team which shall develop and support the Partnership's joint CRM system. The CRM Team shall be managed within Staffordshire County Council's ICT function. The CRM Team shall be an un-contented resource for the Partnership.
- 5.11 Other support services for the Joint Committee shall include the provision of financial, legal and administrative services and such support services to the Joint Committee (to the extent that they are not provided by the Strategic Advisory Board or Secondees) shall be provided by, or through arrangements made by, the Lead Authority. The cost of the provision of these services shall be allowed for in the Core Budget.

## **6. DELIVERY ARRANGEMENTS**

- 6.1 The delivery structure roles and responsibilities detailed at Appendix 1 are indicative of the delivery arrangements the Authorities wish to implement but do not prevail over the specific provisions and/or delegations set out in this Agreement.

## **7. CONTRACTS**

- 7.1 Every contract for the execution of work for or the supply of goods or services to the Joint Committee and the procedures relating thereto shall comply in all respects with the Financial Regulations and Contract Standing Orders of the Joint Committee unless in any

particular case the Joint Committee decide that the Contract Standing Orders or Financial Regulations of an Authority shall apply in that case.

## **8. FINANCIAL**

8.1 Subject to the provisions of this Section 8, all expenditure incurred by the Joint Committee each year in promoting the Vision and attaining the Objectives and discharging the Functions will, having regard to the nature of the expenditure in question, be met from and contained within the Core Budget or the Programme Budget or within financial commitments approved by the Authorities.

8.2 The Core Budget will be funded from the Annual Contribution of each Authority.

### **8.3 Annual Contribution**

8.3.1 The Core Budget shall for each year be such amount as the Joint Committee may fix for the year in question as necessary to meet the cost of the provision of the Core Services and the Non-Core Services and the Overheads and the amount required to be expended pursuant to paragraph 8.3.7 together with such reasonable contingency or other revenue provision as the Joint Committee may consider appropriate provided that unless the Authorities otherwise consent, such amount shall not exceed the total of the amounts specified under paragraph 8.3.4 as adjusted pursuant to paragraph 8.3.5.

8.3.2 The Core Budget (net of any contribution thereto received from a Supporter under Section 18) shall be shared equally between the Authorities which product shall be the “Annual Contribution”.

8.3.3 The Joint Committee shall (save in exceptional circumstances) consider the proposed Core Budget and notify each Authority of the required Annual Contribution for the following year by not later than 31 December in the year preceding that in which it is due.

8.3.4 The initial Annual Contribution for each Authority for 2002/03 is £15,000.00, such figure to be revised annually and reported in accordance with paragraph 8.3.3.

8.3.5 Throughout the duration of this Agreement each Authority will, unless the Annual Contribution notified under paragraph 8.3.3 is a lesser sum, maintain its Annual Contribution at the level referred to in paragraph 8.3.4 plus such additional amount as is equal to the increase in that sum indexed in line with the Retail Prices Index, adjusted to reflect actual costs, in accordance with the provisions of Appendix 4.

8.3.6 Each Authority which seconds a member of its staff to the team component of the Programme Team under paragraph 5.2.1 above shall be paid by and receive from the Joint Committee that proportion of the Core Budget attributable to that secondee/those secondees together with a fair proportion of the Overheads attributable to that secondment/those secondments. Such payment shall be made by the Joint Committee in four equal quarterly instalments payable in arrear.

8.3.7 Where an Authority undertakes during a year the provision of Non-Core Services in support of the Joint Committee, the Strategic Advisory Board, or the Programme Team, the Joint Committee shall pay to that Authority a sum which fairly represents the reasonable cost to that Authority during the year of that provision measured by reference to the provision actually made. The estimated amount of such payment shall be budgeted for in the Core Budget of the Joint Committee for the year following that in which the Non-Core Services were provided and shall be paid by the Joint Committee as soon as practicable after the closure of the accounts of the Joint Committee for the year in which the Non-Core Service was provided.

## **8.4 Programme Budget**

8.4.1 The Programme Budget of the Joint Committee for each year will contain a rolling three-year programme for the Joint Committee's work during the three-year period commencing 1 April of that year and will contain provision for the Work Programme where that extends beyond the Core Services and the Non-Core Services and the Overheads and for funding the implementation of projects in that programme related to the Vision in Staffordshire and the Objectives to be carried out principally in that period.

8.4.2 The Programme Budget shall comprise the contributions of Authorities pursuant to paragraph 8.4.3 below together with Government funding paid to the Programme Budget pursuant to paragraph 8.5 and such other funds as may be paid or credited to that Budget under other provisions of this Agreement.

8.4.3 Each Authority may contribute to the Programme Budget as it thinks fit including without limitation external funding (or part thereof) it receives from Government in any year.

8.4.4 The Programme Budget shall first be expended on the specified projects measures or initiatives to which the funding is intended to relate (if any are so specified) before any part is expended on other projects measures or initiatives within the purview of the Joint Committee.

## **8.5 Government Funding**

8.5.1 The Programme Budget of the Joint Committee will contain separate provision for funding received from Government which is to be spent on specific projects or initiatives or measures approved by Government.

8.5.2 The funding to which paragraph 8.5.1 applies may be received by an Authority on behalf of the Joint Committee and to the extent that it relates to projects measures or initiatives within the purview of the Joint Committee such funding will be credited to the Programme Budget of the Joint Committee by that Authority as soon as practicable after receipt.

## **8.6 Capital Expenditure**

- 8.6.1 The Joint Committee may incur expenditure in respect of items which must (or, in the Joint Committee's discretion may), properly be determined as capital expenditure in accordance with the requirements from time to time of the Local Government and Housing Act 1989 and Regulations made thereunder.
- 8.6.2 Since the capital expenditure of the Joint Committee will be funded from the Programme Budget without borrowing, any capital expenditure implications will be a matter for each Authority contributing to the Programme Budget.

## 8.7 Administration of the Budget

- 8.7.1 Subject to the preceding paragraphs of this section 8, the proposed Budget comprising the Core Budget and the Programme Budget for each year of this Agreement shall be prepared by the Treasurer to the Joint Committee in conjunction with the Treasurer of each Authority.
- 8.7.2 The proposed Budget shall be considered by the Joint Committee at the earliest practicable date in the year preceding the year to which the Budget relates and in any event by not later than 31 December.
- 8.7.3 Before the Budget is submitted for the approval of the Joint Committee, the proposed Budget will be copied to each Authority by the Treasurer to the Joint Committee for prior consideration so that each Authority is briefed on the level of funding which the Joint Committee are to be asked to consider for the following year.
- 8.7.4 The Budget for 2002/03 at the Commencement Date is the total cost set out in Appendix 5, adjusted to reflect actual increases and changes in core team establishment posts. The posts listed in Appendix 5 are the core team posts under paragraph 5.2.1 for which provision is made from the Commencement Date in respect of the provision of Core Services.
- 8.7.5 A scheme of management for the establishment of an appropriation reserve is set out at Appendix 6. The scheme provides a facility to carry forward into the next year any underspend of the Budget but requires firstly that (unless otherwise stipulated as a condition of external funding or Government Funding) the funding of any overspend of the Budget is met in any year by transfer from the appropriation reserve. If the appropriation reserve is insufficient to meet the overspend in any year, then unless the Authorities agree to provide an additional sum to fund the deficit in equal shares, or in such other shares as the Joint Committee shall consider in all the circumstances to be fair and equitable, the Joint Committee will consider any necessary adjustment in the Budget for the following year including any cash flow loss to the Lead Authority.
- 8.7.6 A scheme of management for a capital reserve is set out at Appendix 7. This reserve may be increased by donations, by any underspending of the budget or by transfer of funds from the appropriation reserve.
- 8.7.7 Interest will be credited to both the appropriation reserve and the capital reserve by the Lead Authority at its internal CLP rate.

## 8.8 Payments

- 8.8.1 Any payment due from an Authority to the Joint Committee in any year in respect of the Annual Contribution shall be made on 1 April based on the amount notified under paragraph 8.3.3 or (for 2002/03) under paragraph 8.3.4. The invoice will be in official form and will meet Customs and Excise VAT requirements.
- 8.8.2 All sums payable by any Authority pursuant to this Agreement are exclusive of VAT. Each Authority shall pay any VAT properly chargeable on any supply made under this Agreement.
- 8.8.3 The amount of any payment due from the Joint Committee to an Authority or from an Authority to the Joint Committee may not be set off against any other payment due from an Authority to the Joint Committee or from the Joint Committee to an Authority (as the case may be).

## 8.9 Records

- 8.9.1. The Treasurer to the Joint Committee will be responsible for keeping records of income and expenditure relating to the Services and will produce as necessary but not less than twice yearly monitoring reports to the Joint Committee. The Treasurer or other financial officer of each other Authority will provide any necessary financial information for this purpose. The Treasurer to the Joint Committee will prepare and submit for the approval of the Joint Committee final closure accounts by not later than 30 May in the year following the year to which the accounts relate.
- 8.9.2 The accounts of the Joint Committee will be included in the accounts of each Authority for audit purposes.

## 8.10 Supplementary Expenditure

Specific additional expenditure that relates to existing projects (or future projects approved by Joint Committee) or services operated by the Partnership that is authorised by means of a Purchase Order from an Authority or a Supporter may be made by the Core Team on behalf of that Authority or Supporter, subject to compliance with the Partnership's Financial Regulations and Contract Standing Orders. Such expenditure must be recharged within the financial year that it is incurred and must be reported quarterly to the Strategic Advisory Board for information.

## 8.11 Mutual Understanding

The Authorities agree that this Agreement may give rise to situations in which one or more Authorities (each “a Contributing Authority”) may invest in or take part in a particular project or projects within the Programme Budget for a year the costs of which are not being shared with or contributed to by the other Authority or Authorities (each “a Non-contributing Authority”). Each Authority accordingly agrees that if it does not invest or take part in any particular project, but subsequently at a later date decides to do so or wishes to derive benefit therefrom then it will contribute to the Programme Budget or reimburse to the Contributing Authority or Contributing Authorities such amount as shall represent a fair and

equitable proportion of the cost of that project as may be agreed between the Non-contributing Authority and the Joint Committee or the Contributing Authority (as the case may be).

## 9. LEAD AUTHORITY

- 9.1 The Lead Authority shall (unless the Joint Committee otherwise in exceptional circumstances so decide) be that Authority of which the Head of the Paid Service is Secretary to the Staffordshire Local Government Association.
- 9.2 Accordingly the Staffordshire County Council is hereby appointed on the date hereof as the Lead Authority for the purposes mentioned in paragraphs 9.3 to 9.11 below.
- 9.3 The role of the Lead Authority shall be exercised subject to the approval of the Joint Committee and shall be as follows:-
- 9.3.1 to undertake the duties and responsibilities of the Lead Authority referred to in the Agreement;
- 9.3.2 to act on behalf of the Joint Committee when authorised to do so (or in circumstances of urgency) to achieve Best Value or to add value to the Vision or to promote the attainment of the Objectives or the performance of the Functions or in order to attract or secure financial or other resources from outside the Authorities and/or;
- 9.3.3 to make and provide all appropriate banking accounting and audit arrangements and services required for the due and proper receipt, holding and application of the Joint Committee's funds and/or;
- 9.3.4 to be the legal point of contract with suppliers for all joint procurements and/or;
- 9.3.5 subject to paragraph 5.9, to provide such administrative resources as shall be reasonably necessary to enable the Joint Committee to discharge their respective roles, duties and functions and which are not otherwise provided for under this Agreement.
- 9.4 Each of the other Authorities shall (and hereby duly undertake with the Lead Authority to) indemnify the Lead Authority against and/or contribute and pay in equal shares all or any liabilities claims costs and/or expenses of or reasonably incurred by the Lead Authority in or in connection with or in the course of or as a result of:-
- 9.4.1 performing or discharging its roles and/or responsibilities in paragraph 9.3 of this Agreement as the Lead Authority: and/or
- 9.4.2 undertaking any contract or commitment on behalf of the Joint Committee for the purposes of or pursuant to this Agreement.

**PROVIDED THAT** such indemnity on the part of the other Authorities shall not extend to liabilities or claims arising or costs and/or expenses incurred by reason or in consequence of any of the following on the part of the Lead Authority that is to say, negligence or

misconduct or breach of this Agreement to a material degree, persistent breach of law or duty (that is to say persisted in after the same shall have been brought to the attention of or known to the Lead Authority), act or omission known to the Lead Authority to be contrary to proper local government practice or local government law or substantial or persistent failure (after due notice) to redress performance of the duties of the Lead Authority which shall not comply with the requirements or the standards of or set by this Agreement.

- 9.5 The Lead Authority shall owe no duty of care to the other Authorities and have no liability or responsibility in respect of or in relation to the performance or discharge of (or omission to perform or discharge) any role or function referred to in paragraph 9.3 the discharge or exercise of which requires the approval of the Joint Committee (save to the extent that such role or function is discharged or exercised by the Lead Authority negligently or in a manner known to the Lead Authority to be contrary to proper local government practice or local government law) or which is otherwise carried out or to be carried out in the manner requested or required by, (or which is omitted to be performed on the instruction or request of) the Joint Committee.
- 9.6 The Lead Authority shall owe no duty of care to the other Authorities or any of them (whether in contract or in tort) in respect of the roles and responsibilities of the Joint Committee.
- 9.7 The Lead Authority may resign as such by giving at least three calendar months' notice in writing to each of the other Authorities expiring at the end of any financial year and shall so resign if so required by notices in writing given to the Lead Authority by a simple majority of the Authorities and expiring at the end of any financial year. In the event that the Lead Authority shall so resign the Joint Committee shall having regard to the provisions of paragraph 9.1 above appoint another Authority to act as and be the Lead Authority with effect from the date upon which any such resignation as aforesaid shall itself take effect **PROVIDED THAT** in the event of disagreement as to which of the Authorities should be appointed as the Lead Authority this shall be the Authority agreeing to act as such if enjoying the majority vote of the Joint Committee.
- 9.8 Any documentation held by the Lead Authority which remains relevant after it had ceased to act as such shall (on the request of the new Lead Authority or the Joint Committee) be handed over or copied to the new Lead Authority or the Joint Committee.
- 9.9 The Authorities agree that the Lead Authority shall be entitled to call on the funds of the Joint Committee to pay any redundancy or other claim arising in respect of the termination of the employment of any officer wholly or mainly employed by the Lead Authority in a post to the creation of which the Joint Committee had previously given approval for the purposes of carrying out or terminating this Agreement **PROVIDED THAT** the Lead Authority shall **FIRST** consult with the Joint Committee, such consultation to include discussion on any suitable alternative employment for the officer concerned.
- 9.10 If the Joint Committee funds shall not be sufficient to meet the loss, costs or damages incurred by or claims against the Lead Authority the other Authorities shall each indemnify the Lead Authority in equal shares against the amount incurred by or claimed against the Lead Authority (to the intent that the Lead Authority shall likewise be liable for such an equal share).

## **10. PROVISION OF NON CASH RESOURCE**

- 10.1 The Authorities agree that they will commit such non-monetary resources and assistance and in-kind support to the Project as shall be reasonably requested by the Joint Committee from time to time.
- 10.2 No requirement or request shall be made of an Authority under paragraph 10.1 which shall have the effect of compelling that Authority Member to incur unbudgeted expenditure for the purposes of making available to the Joint Committee any such resources, assistance or support as are referred to in paragraph 10.1.
- 10.3 Provision of support under this Section 10 may if the Joint Committee so agree be included in the calculation of the Annual Contribution for the following financial year in paragraph 8.3.1.

## **11. DURATION AND TERMINATION**

- 11.1 Unless and until it is determined by notice under paragraph 11.4 or by mutual consent under paragraph 11.5, this Agreement shall continue in force for an initial period terminating on 31 March 2005 (“the Initial Period”).
- 11.2 Upon 31 March 2005 the period of the Agreement shall be extended automatically for a period of two years and the Agreement shall then continue in force from 1 April 2005 for a period of two years from that date unless, prior to that date, the Authorities have agreed to its being terminated by mutual consent under paragraph 11.5 or notice has been served pursuant to paragraph 11.4.
- 11.3 Upon the expiration of the subsequent period of two years from 1 April 2005 the period of the Agreement shall be extended automatically for a further period of two years commencing on the 1 April 2007 and thereafter on each second 1 April thereafter unless, prior to the expiration of each successive period of two years, the Authorities have agreed to its being terminated by mutual consent under paragraph 11.5 or notice has been served pursuant to paragraph 11.4.
- 11.4 An Authority may on or after 1 April 2003 serve on the other Authorities not less than two years’ notice in writing to terminate this Agreement expiring on 31 March 2005 or on 31 March in any year thereafter. Any notice served by an Authority under this paragraph 11.4 may be withdrawn at any time prior to the expiration of the notice with the consent in writing of the other Authorities.
- 11.5 The Authorities may agree in writing at any time during the currency of this Agreement to terminate this Agreement by mutual consent with effect on such date as they shall specify. The Authorities may agree to terminate this Agreement by mutual consent under this paragraph 11.5 whether or not notice to terminate the Agreement has been served previously under paragraph 11.4.
- 11.6 Following service of any notice under paragraph 11.4, or as part of any termination by mutual consent under paragraph 11.5, the Joint Committee shall make the necessary

arrangements and/or make any necessary recommendations to give effect to such termination and in particular to address the following:-

- (a) in accordance with paragraph 8 of this Agreement, the division and distribution of any resources available in the Budget of the Joint Committee on termination;
- (b) how the obligations and liabilities of the Joint Committee and Authorities under this Agreement which are ascertainable prior to the termination or which subsequently arise shall be met by the Authorities.

11.7 In the event of the Parties not having determined the terms for the termination of this agreement three months before the termination is to take effect pursuant to this Section 11 then the arbitration provisions of Section 16 shall be invoked.

## **12. MISCELLANEOUS**

### **Insurance**

12.1 Save as otherwise provided for in Section 9 (Lead Authority) and Section 11 (Termination), any necessary compensation or other essential financial payment or legal obligation to the payment or fulfilment of which any Authority or any third party may become entitled as a result of or in connection with the discharge of any of the Objectives or functions shall as between the Joint Committee and the Authorities be paid or fulfilled wholly by the Joint Committee and the Joint Committee shall accordingly ensure that adequate insurance cover is effected and maintained in respect of any such liability.

12.2 The cost of such insurance shall be an Overhead and accordingly part of the Core Budget.

12.3 The Lead Authority shall be responsible for making all necessary insurance arrangements on behalf of the Joint Committee and (where given) in accordance with the Joint Committee's instructions.

### **Civil Litigation**

12.4 The institution and defence of necessary civil litigation by the Joint Committee arising from the exercise of the Objectives or Functions shall be undertaken in a representative capacity by the Lead Authority.

### **Criminal Proceedings**

12.5 The conduct of any criminal proceedings in the Magistrates Court or the Crown Court brought by or against the Joint Committee arising out of the discharge of the Objectives or the Functions shall be undertaken in a representative capacity by the Lead Authority unless the Joint Committee, having regard to the circumstances giving rise to the proceedings, agree that another Authority should do so.

## **13. VARIATION OF AGREEMENT**

13.1 This Agreement may be varied at any time upon such terms as the Authorities after consultation with the Joint Committee may agree.

#### **14. NOTICES**

14.1 Any notice to be served under this Agreement upon any Authority will be served at the principal offices for the time being of that Authority for the attention of the Chief Executive or Head of the Paid Service of that Authority.

#### **15. INTERESTS OF MEMBERS IN CONTRACTS AND OTHER MATTERS**

15.1 Every Member and substitute Member of the Joint Committee shall at all times comply with the principles specified by the Secretary of State under Section 49 of the Local Government Act 2000 which are to govern their conduct.

15.2 Any Member and substitute Member of the Joint Committee who has an interest defined in the Members' Code of Conduct of his or her Council shall comply with the requirements of that Code as regards the disclosure of that interest and as regards withdrawing from participation in consequence of that interest.

15.3 The Secretary of the Joint Committee shall keep a record of particulars of any disclosures by members which shall be open during normal office hours for public inspection.

#### **16. ARBITRATION**

16.1 If at any time any dispute or difference shall arise between the Authorities in respect of any matters arising out of this Agreement or the meaning or effect of this Agreement or anything herein contained or the rights or liabilities of any of the Authorities the same shall be referred to and settled by a single arbitrator to be appointed by the Authorities but, if they cannot within two months agree the appointment, to be nominated by the President of the Law Society for the time being.

16.2 Any such reference to arbitration shall be deemed to be a submission to arbitration within the meaning of the Arbitration Acts 1950 and 1996 or any statutory re-enactment or amendment of them for the time being in force.

16.3 Each Authority shall bear its own costs of arbitration.

#### **17. FORCE MAJEURE**

17.1 The Authorities shall be released from their respective obligations under the Agreement if national emergency, war prohibitive government regulations or any other cause (except strike action) beyond the control of the Authorities or any of them renders the performance of this Agreement impossible.

## 18. SUPPORTERS

- 18.1 For the purpose of realising the Vision the Authorities wish to encourage the Joint Committee to promote and foster links with other organisations bodies and persons to support the Objectives and Functions of the Joint Committee.
- 18.2 Such links shall normally be with other organisations bodies and persons in the geographical area of Staffordshire and those with whom such links are made shall be called “Supporters”.
- 18.3 The form of such links with Supporters shall be in the discretion of the Joint Committee, but shall subject to paragraph 18.4 below accord so far as reasonably practicable with the wishes of the Joint Committee and the Supporter.
- 18.4 Nothing in this Agreement or otherwise shall require or oblige the Joint Committee to, nor shall the Joint Committee without the approval of the Authorities, enter into links with commercial or trading organisations bodies or persons where the nature or business of that commercial or trading organisation body or person gives rise or could give rise to, any conflict of interest (for example without limitation by reason of the possible procurement or use by the Joint Committee of equipment or services provided by a particular business).
- 18.5 Subject to paragraph 18.4 above the Joint Committee may form links under this Section with Supporters who are prepared to provide financial or in kind support to the Joint Committee in the furtherance of the Vision and the Objectives and Functions of the Joint Committee.
- 18.6 Where a link is established pursuant to paragraph 18.5 above, then, provided that the financial or in-kind support given by the Supporter in question to the Core Budget is, in each financial year in which such support is given, of equal value to or greater than the Annual Contribution for an Authority for that year, the Joint Committee shall invite to the meetings of the Joint Committee for that year a representative of that Supporter (who shall not be a member or officer of an Authority) who shall have the right to speak but not to vote thereat.
- 18.7 Where and for so long as pursuant to paragraph 18.6 a Supporter is entitled to send a representative to meetings of the Joint Committee, that Supporter shall also be entitled to send a representative to meetings of the Strategic Advisory Board which representative shall have the right to speak thereat.
- 18.8 Where pursuant to paragraph 18.6 a Supporter is for the time being entitled to send a representative to meetings of the Joint Committee, that Supporter shall give to the Joint Committee not less than six months’ notice expiring at the end of the year in question of the wish of that Supporter to cease thereafter to provide the support at the level referred to in the proviso in paragraph 18.6. Such notice shall, if not withdrawn, be binding on the Supporter giving it who shall at the end of the year in which such notice was given cease to be entitled to exercise the powers in paragraphs 18.6 and 18.7.
- 18.9 Notwithstanding any of the foregoing provisions of this Section, it shall be for individual Authorities to determine what links each wishes to have into its own Local Strategic Partnerships.

18.10 A Supporter may contribute to the Programme Budget of the Joint Committee if it wishes to do so but such contribution shall not entitle it to participate at meetings of the Joint Committee unless paragraph 18.6 above also applies.

## **19. SEVERANCE**

19.1 If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise enforceable or indications to that effect are received by the Authorities from any competent authority the Authorities shall amend the provision in such a reasonable manner as achieves the intention of the Authorities, without illegality or if agreed between the Authorities it may be severed from this Agreement but the remaining provisions shall remain in full force unless the Authorities agree that the effect of such declaration is to defeat their original intention.

## **20. AGREEMENT TO REMAIN IN FULL FORCE**

20.1 Any failure by an Authority to insist upon the performance of any of the conditions of this Agreement or to exercise any right under it shall not be construed as a waiver by such Authority and this Agreement shall continue and remain in full force and effect notwithstanding any such failure.

## Appendix 1

### The Programme Delivery Structure

Responsibilities	Joint Committee	Strategic Advisory Board	Strategic Director/Programme Team	Individual Local Authority
<b>Strategic</b>				
Agreeing Policy	✓			
Scrutinising Performance Members	✓			
Promoting Cultural Change	✓	✓		✓
Implementation of E-govt Strategies	✓	✓	✓	✓
Forming Strategic Partnerships	✓	✓		
Liaison with Key Stakeholders E.g. DCLG		✓	✓	
Partnerships	✓	✓		
<b>Resources</b>				
Securing Funding Streams		✓		✓
Securing Local Authorities' Resources		✓		✓
Evaluation of Bids for Funding	✓	✓		
Budget Management			✓	
Communications Planning			✓	
<b>Projects</b>				
Co-ordination of E-govt projects		✓	✓	
Prioritisation of Projects	✓	✓	✓	
Monitoring Projects		✓	✓	✓
Managing Projects			✓	✓
Programme QA		✓	✓	✓
Project QA			✓	✓
Standards QA			✓	✓
Reporting			✓	✓
Working with Partners		✓	✓	✓
Production of Project Business Care			✓	✓
Realising Project Benefits				✓
Undertaking Post-implementation Review			✓	✓

The Strategic Advisory Board will be serviced by a Programme Team consisting of (other skills will be co-opted as necessary):

- Executive Director (part time)
- Technical Manager (full time)
- Business Manager (full time)
- Communications Manager (part time)
- Administrative Assistant (full time)

## APPENDIX 2

### STANDING ORDERS FOR THE STAFFORDSHIRE CONNECTS JOINT COMMITTEE

#### 1. Interpretation

1.1 The decision of the Chairman of the meeting as to the interpretation of any standing order or on any question of procedure not provided for by these standing orders shall be final. No debate may ensue thereon.

#### 2. Meetings

2.1 The annual meeting of the Joint Committee in each year shall be held as soon as practicable after 1 June in each year and not later than 30 June and shall amongst other things receive the closing accounts for the preceding year.

2.2 The Joint Committee shall between each annual meeting normally meet at appropriate quarterly intervals and shall meet on such day and at such time and place as they may determine provided that a meeting shall be held as soon as practicable after November of each year for the purpose of considering the Joint Committee's budget for the following year.

2.3 Unless special circumstances apply, the Joint Committee shall meet at the offices of the Authority whose representative is the Chairman of the Joint Committee for that meeting.

2.4 With the exception of the annual meeting and the budget meeting, the Secretary with the agreement of the Chairman and Vice Chairman may cancel any meeting of the Joint Committee if in his or her opinion insufficient business has arisen for consideration.

2.5 A special meeting of the Joint Committee shall be convened at any time by the Secretary upon the instructions of the Chairman and Vice Chairman.

2.6 Subject to the provisions of Schedule 12A of the Local Government Act 1972, meetings of the Joint Committee will be held in public.

#### 3. Notice of Meetings

3.1 At least 3 clear days before a meeting of the Joint Committee:

3.1.1 a summons to attend the meeting specifying business proposed to be transacted shall be sent by post by the Secretary to the Joint Committee to the last address given for that purpose by each member of the Joint Committee and to the Chief Executive of each Authority; and

3.1.2 notice of the time and place of the intended meeting shall be published at the offices each Authority by the Chief Executive of that Authority.

3.2 Lack of service on a member of the Joint Committee of the summons referred to in paragraph 3.1.1 above shall not affect the validity of a meeting of the Joint Committee.

3.3 Except in the case of business required by this standing order to be transacted at a meeting of the Joint Committee and other business to be brought before the meeting as a matter of urgency, of which the Chairman Vice Chairman and the Secretary shall have prior notice and which the Chairman, Vice Chairman and the Secretary consider should be discussed at the meeting, no business shall be transacted at a meeting of the Joint Committee other than that specified in the summons relating thereto.

#### **4. Election of Chairman and Vice Chairman**

4.1 At its annual meeting the Joint Committee shall determine from amongst its members a Chairman and Vice Chairman of the Joint Committee for the period from the commencement of each meeting of the Joint Committee up to the commencement of the next following meeting of the Joint Committee (on a rotating basis amongst the Authorities) such determination to apply until the next following annual meeting.

4.2 Each person proposed for any office shall be duly nominated and seconded by members attending the meeting before his or her name is submitted to the vote of the meeting. When there are more than two persons nominated for any appointment and of the votes given there is not an overall majority in favour of one person, the name of the person having the least number of votes shall be struck off the list and a fresh vote shall be taken and so on until a majority of votes is given in favour of one person.

4.3 In the event of a vacancy arising in the office of a Chairman or Vice Chairman appointed under paragraph 4.1 above, the Joint Committee shall appoint another member to hold such office for that meeting until the commencement of the next following meeting.

#### **5. Membership of the Joint Committee**

5.1 Subject to paragraph 2 of this Constitution, each elected member of the Joint Committee shall be a Councillor of the Authority by whom he or she shall have been appointed holding membership of the Executive of that Authority and shall hold office until the next annual meeting of the Joint Committee following his or her appointment unless he or she ceases to be a representative of the Authority appointing him or her or resigns his or her membership of the Joint Committee or his or her appointment is revoked by the Authority appointing him or her.

5.2 Each Authority may fill any casual vacancy during any year in accordance with the provisions of this Constitution and shall advise the Secretary to the Joint Committee within 7 days of such appointment.

5.3 A substitute appointed in accordance with the Constitution of the Joint Committee shall, when acting as a substitute [but not when acting as an observer] have full voting rights at meetings of the Joint Committee.

5.4 Where paragraph 18.6 applies the Joint Committee shall invite the representative of the Supporter in question to attend meetings of the Joint Committee, as that paragraph provides. Such representative shall not be a member or officer of an Authority.

5.5 The Joint Committee may from time to time co-opt one or more advisers to attend such meeting or meetings of the Joint Committee as the Joint Committee may specify having regard to the knowledge or skill of the co-opted adviser, and the contribution he may make to the business of the Joint Committee at that meeting or those meetings. Such co-opted adviser(s) shall be entitled to speak but not to vote.

## **6. Chairman of Meeting**

6.1 At each meeting of the Joint Committee the Chairman, if present, shall preside.

6.2 If the Chairman is absent from a meeting of the Joint Committee the Vice Chairman if present, shall preside.

6.3 If both the Chairman and the Vice-Chairman of the Joint Committee are absent from a meeting of the Joint Committee such member of the Joint Committee as the members present shall select shall preside.

## **7. Quorum**

7.1 No business shall be transacted at any meeting of the Joint Committee unless four Local Authority members are present.

7.2 If during any meeting of the Joint Committee the Chairman, after counting the number of members present, declares that there is not a quorum for the meeting then the meeting shall stand adjourned to a date and time fixed by the Chairman or, in the absence of a date and time being fixed, to the next ordinary meeting of the Joint Committee to which the consideration of any business not transacted shall be referred.

## **8. Order of Business**

8.1 At every meeting of the Joint Committee the order of business shall be to select a person to preside if the Chairman or Vice Chairman are absent and thereafter shall be in accordance with the order specified in the notice of the meeting except that such order may be varied either by the Chairman at his or her discretion or on a request agreed to by the Joint Committee.

## **9. Minutes**

9.1 Minutes of the proceedings of a meeting of the Joint Committee shall be drawn up and entered into a book kept for that purpose and shall be signed at the next meeting of the Joint Committee by the person presiding thereat and any minute purporting to be so signed shall be received in evidence without further proof.

9.2 Notwithstanding anything in any enactment or rule of law to the contrary, the minutes of the proceedings of meetings of the Joint Committee may be recorded and distributed in electronic form.

9.3 Until the contrary is proved a meeting of the Joint Committee, a minute of whose proceedings has been made and signed in accordance with this paragraph shall be deemed to have been duly convened and held and all members present at the meeting shall be deemed to have been duly qualified.

9.4 The Chairman shall move “That the minutes of the meeting of the Joint Committee held on...be signed as a correct record”. If the accuracy is not questioned the Chairman shall sign the minutes.

## **10. Discussion Affecting Persons Serving or Under the Control of the Joint Committee**

10.1 If any question arises at a meeting of the Joint Committee as to the appointment, promotion, dismissal, salary, superannuation or conditions of service or as to the conduct of any officer serving or under the control of the Joint Committee, such question shall not be the subject of discussion until the Joint Committee has decided whether or not the power of exclusion of the public under Sections 100A to 100K of the Local Government Act 1972 shall be exercised.

## **11. Voting**

11.1 The mode of voting at meetings of the Joint Committee shall be by show of hands.

11.2 Any proposal to change a policy of the Joint Committee shall not be effective unless it is passed by a majority of not less than two-thirds of the voting members of the Joint Committee who are representatives of the Authorities and who are present at the meeting in question.

## **12. Interests of Members in Contracts and Other Matters**

12.1 (a) Every Member and substitute Member of the Joint Committee shall at all times comply with the principles specified in law, including those specified by the Secretary of State under Section 49 of the Local Government Act 2000, which are to govern their conduct.

(b) Any Member and substitute Member of the Joint Committee who has an interest as defined in the Members’ Code of Conduct of his or her Council shall comply with the requirements of that Code as regards the disclosures of that interest and as regards withdrawing from participation in consequence of that interest.

12.2 The Secretary to the Joint Committee shall keep a record of particulars of any disclosures by members which shall be open during normal office hours for public inspection.

## **13. Interests of Officers in Contracts**

13.1 The Secretary to the Joint Committee shall keep a record of particulars of any notice given by an officer of the Joint Committee under Section 117 of the Local Government Act 1972 of a pecuniary interest in a contract which records shall be open during normal office hours for public inspection. Any officer having such interest shall also give notice to his or her own Authority thereof.

## **14. Expression of Dissent**

14.1 No expression of dissent shall be entered in the minutes of the Joint Committee. Any three members may demand that a named vote be taken.

## **15. Disturbance at Meetings**

15.1 If a member of the public interrupts the proceedings of any meeting the Chairman shall warn that person. If the interruption continues the Chairman shall order the person's removal from the meeting room.

15.2 In the case of general disturbance in any part of the meeting room open to the public the Chairman shall order that part to be cleared.

15.3 If a member of the Joint Committee in the opinion of the Chairman behaves improperly or offensively or deliberately obstructs business the Chairman shall warn that person. If the member continues to behave improperly the Chairman or any member may move that either the member leave the meeting or that the meeting is adjourned for a specified period.

## **16. Variation and Revocation of Standing Orders**

16.1 Any addition, variation or revocation of these Standing Orders shall when proposed and seconded stand adjourned without discussion to the next ordinary meeting of the Joint Committee, provided that this standing order shall not apply to any review of standing orders at the annual meetings of the Joint Committee. Any such addition, variation or revocation shall be first referred to each Authority for their approval.

## **17. Suspension of Standing Orders**

17.1 Any standing order may be suspended for all or part of the business of a meeting of the Joint Committee at which suspension is moved. Such a motion cannot be moved unless three members are present nor can such a motion be moved if the effect of suspending standing orders would be in conflict with the terms of any agreement entered into by the Authorities.

## **18. Rescission of Previous Resolutions**

18.1 No motion to rescind any resolution passed within the preceding six months nor any motion to the same effect as any motion negative within the preceding six months shall be in order unless the notice of such motion shall have been given and specified in the summons and the notice shall bear, in addition to the name of the member who proposed the motion, the name of three members. When any such motion has been disposed of by the Joint Committee it shall not be open to any member to propose a similar motion within a further period of three months.

## **19. Strategic Advisory Board**

19.1 The Strategic Advisory Board shall meet not less than six times in each year.

19.1.1 No business shall be transacted at any meeting of the Strategic Advisory Board unless six nominated officers are present.

19.1.2 If during any meeting of the Strategic Advisory Board the Strategic Director, after counting the number of officers present, declares that there is not a quorum for the meeting then the meeting shall stand adjourned to a date and time fixed by the Strategic Director or, in the absence of a date and time being fixed, to the next meeting of the Strategic Advisory Board to which the consideration of any business not transacted shall be referred.

19.2 The Strategic Director may decide to call a special meeting and/or seek approval to decisions in writing between meetings where appropriate, provided that such meetings are in accordance with the Objectives.

19.3 The Strategic Director shall determine the content of the agenda in consultation with the Deputy Strategic Director. In addition, any member of the Strategic Advisory Board may request appropriate items to be included on the agenda by reasonable notice.

19.4 Each meeting of the Strategic Advisory Board shall be chaired by such member of the Strategic Advisory Board as the Strategic Advisory Board shall appoint for the following twelve month period, having regard where appropriate to any recommendations made by Joint Committee. A Deputy chairman shall also be appointed at such meeting on the same basis. In the event of a vacancy arising, the Strategic Advisory Board shall appoint a successor for the remainder of the annual term.

19.5 The Strategic Advisory Board will have delegated powers to commit expenditure on behalf of the Joint Committee in respect of projects to which the Joint Committee have given approval and for which provision has been made in the Joint Committee's Budget provided that such expenditure shall at all times remain within the budget approved by the Joint Committee for that project.

19.6 Agendas reports and minutes of the Strategic Advisory Board shall be circulated amongst the members of the Strategic Advisory Board electronically but Minutes shall also be recorded in writing and if approved shall be signed by the Chairman of the meeting at which the Minutes are presented.

19.7 Agendas for meetings of the Strategic Advisory Board shall normally be distributed one week in advance of the Strategic Advisory Board meeting at which they are to be considered. After consultation with the Chairman of the time being, the Secretary to the Joint Committee may decline to circulate items for consideration at a Strategic Advisory Board meeting if not received by him at least ten working days before the meeting in question.

## APPENDIX 3

### **1. SECRETARY TO THE JOINT COMMITTEE**

1.1 In addition to any other powers and duties referred to in this Agreement the Secretary to the Joint Committee shall:

1.2.1 prepare and circulate Agendas reports and Minutes for consideration by the Joint Committee and/or by the Strategic Advisory Board;

1.2.2 sign on behalf of the Joint Committee any document necessary to give effect to any resolution of the Joint Committee;

1.2.3 sign any document which is a necessary step in any legal procedure or proceedings.

### **2. TREASURER TO THE JOINT COMMITTEE**

2.1 In addition to any other powers and duties referred to in this Agreement the Treasurer to the Joint Committee is authorised to produce the Budgets estimates and the accounts of the Joint Committee.

## APPENDIX 4

### CORE BUDGET INDEXATION

1.1 The Core Budget may be increased by an amount equal to the percentage increase (if any) in the “all items except food” group (item reference CHAY) in the General Index of Retail Prices published by the Central Statistical Office (in paragraph 1.2 below referred to as “the Index”).

1.2 Calculation of the new minimum Core Budget shall be in accordance with the following formula:-

$$\text{New Core} = \frac{\text{Old Core Budget} \times \text{Index 2}}{\text{Index 1}}$$

Where:-

New Core Budget = the Core Budget to be calculated for the new year commencing 1 April

Old Core Budget = the Core Budget for the previous year commencing 1 April

Index 2 = the figure for the Index as at September preceding the new year

Index 1 = the figure for the Index as at September preceding the previous year

1.3 The increases in the Core Budget under paragraphs 1.1 and 1.2 shall be calculated by the Treasurer to the Joint Committee and reported to the Joint Committee at the Budget meeting for the year commencing 1 April 2003, and for each subsequent year. The Treasurer to the Joint Committee shall supply to any Authority on request a full calculation of the revised Core Budget.

1.4 If the basis of computation of the Index referred to above shall change, any official reconciliation between the basis of computation published by the relevant Government department or agency shall be binding upon the Authorities and shall be applied in adjusting the application of the Index.

1.5 In the absence of such official reconciliation such adjustment shall be made to the figures of any such Index as to make it correspond as nearly as possible to the previous method of computation and such adjusted figure shall be used to the exclusion of the actual published figures (unless and until officially reconciled figures are published) and in the event of a dispute regarding such adjustments the dispute shall be referred for determination under section 16.

## APPENDIX 5

### STAFFORDSHIRE CONNECTS PARTNERSHIP JOINT COMMITTEE

#### EXAMPLE CORE BUDGET BASED ON FIGURES FOR 2002/03

	£
Core Team Staffing Costs *	116,200
Travel and Subsistence	15,000
Supplies and Services	5,000
Contingency	13,800
	<hr/>
<b>Total Core Budget 2002/03</b>	<b>150,000</b>
	<hr/>

#### Funding:

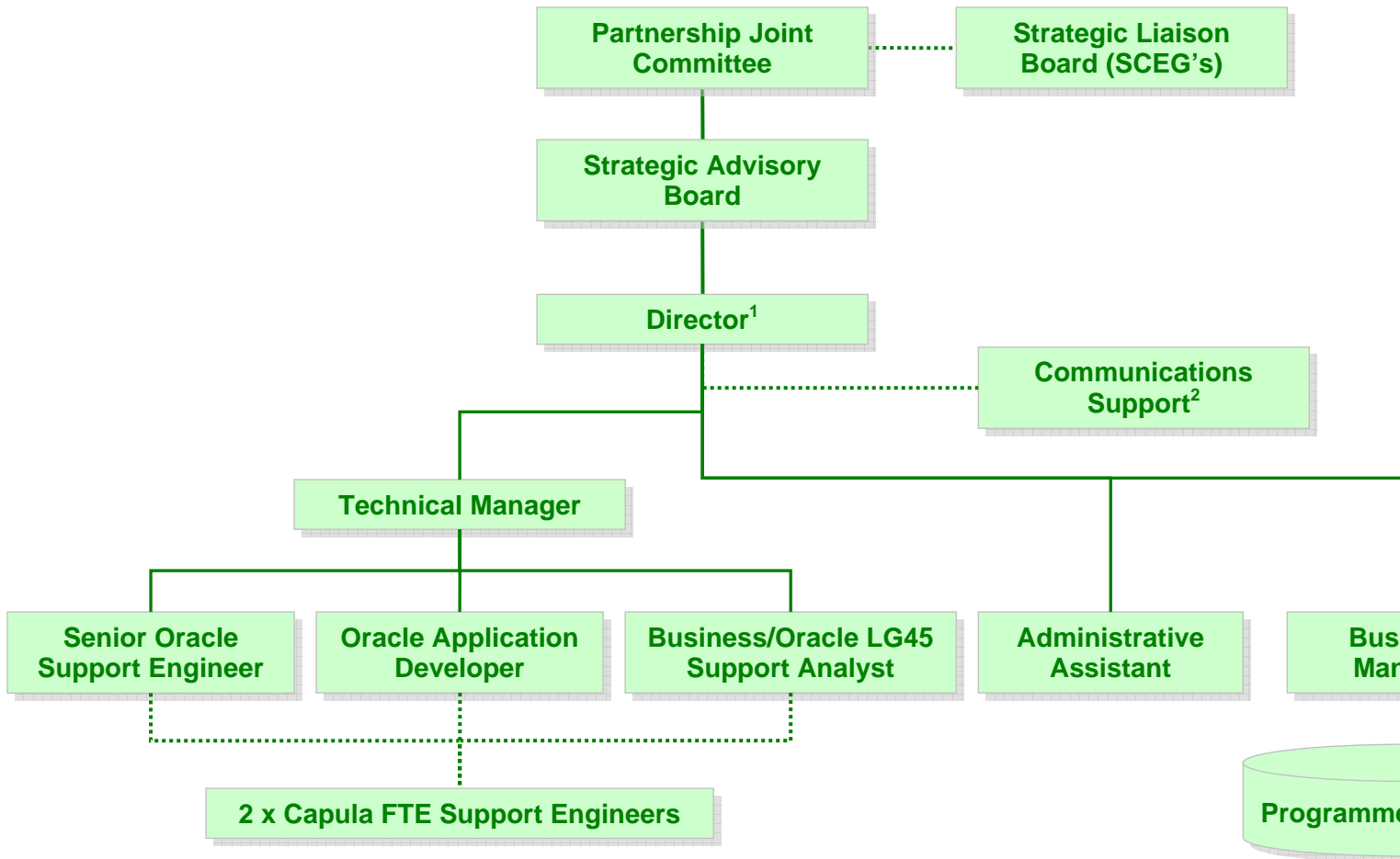
Contributions from partner authorities  
for 2002/03

10 authorities @ £15,000	<b>150,000</b>
	<hr/>

- The Core Team 2011 is to consist of an Executive Director, a Technical Manager, Communications Support, a Business Manager and an Administrative Assistant. The CRM Team is to consist of a Senior Oracle Support Engineer, an Oracle Application Developer and a Business/Oracle LG45 Support Analyst.

The Partnership Organisation Structure (Core Team and CRM Team) and the Partnership Governance Structure are annexed to this Appendix 5.

**Staffordshire Connects Organisation Structure (Approved 02-10-2009)**



**1 - Executive Director post is 0.6 FTE**

**2 - Seconded post to Staffordshire Moorlands DC with shared resource available**



## APPENDIX 6

### APPROPRIATION RESERVE MANAGEMENT SCHEME

#### 1. Purpose of Reserve

1.1 The purpose of the appropriation reserve is to hold accumulated surpluses of the Joint Committee which can be made available, subject to the approval of the Joint Committee, to:-

- (a) Meet any deficits arising on the Core Budget
- (b) Set aside sums for future investment through the Programme Budget
- (c) Finance any other specified use approved by the Joint Committee

#### 2. Operation of the Reserve

2.1 the appropriation reserve shall be under the control of the Joint Committee. The Joint Committee may give approval to the use of the reserve for the purposes of the Objectives or the Functions

#### 3. Investment of Reserve Balance

3.1 The Treasurer to the Joint Committee is authorised to invest balances from time to time either internally or externally in an approved investment as appropriate

#### 4. Contribution to the Reserve

4.1 Where the Joint Committee underspends the Core Budget in any year the balance may be transferred to the appropriation reserve

4.2 Interest payments are payable annually based on the credit balance at the beginning of each quarter. The interest rate will be that calculated by the Treasurer to the Joint Committee as the average rate payable by the CLP of the Lead Authority for the relevant year

#### 5. Payments to be met from the Reserve

5.1 No direct payments are to be made from the appropriation reserve

5.2 Subject to the approval of the Joint Committee contributions from the appropriation reserve to the Core Budget or the Programme Budget may be made in respect of specific purposes in furtherance of the Functions



## **6. Management of the Scheme**

6.1 The Treasurer to the Joint Committee is authorised to make the accounting entries necessary to achieve the purposes of the appropriation reserve in accordance with proper accounting practices

## **7. Amendment to the Scheme**

7.1 The Joint Committee may request the Authorities to amend the scheme in this Appendix at any time. Any such amendment would have to be approved by all Authorities

## APPENDIX 7

### CAPITAL RESERVE MANAGEMENT SCHEME

#### 1. Purpose of Reserve

1.1 The purpose of the capital reserve is to provide a source of funds available to finance capital expenditure

#### 2. Operation of the Reserve

2.1 The capital reserve shall be under the control of the Joint Committee. The Joint Committee may give approval to finance an acquisition from the reserve provided the proposed expenditure is capital expenditure in accordance with proper and prudent local authority accounting practice. Approval to any proposal will allow the approved amount to be transferred from the reserve to the appropriate heading in the Programme Budget

#### 3. Investment of Reserve Balance

3.1 The Treasurer to the Joint Committee is authorised to invest balances from time to time either internally or externally in an approved investment as appropriate

#### 4. Contributions to the Reserve

4.1 Contributions may be made to the capital reserve from time to time from the Core Budget or the Programme Budget subject to specific approval from the Joint Committee and subject to compliance with legislation

4.2 Donations from other bodies/persons may be placed in the capital reserve upon the understanding that they are to be used for capital expenditure at some future date. The Joint Committee shall approve the treatment of all such donations

4.3 Interest payments are payable annually based on the credit balance at the beginning of each quarter. The interest rate will be that calculated by the Treasurer to the Joint Committee as the average rate payable by the CLP of the Lead Authority for the relevant year

#### 5. Payments to be met from the Reserve

5.1 No direct payments are to be made from the capital reserve

#### 6. Management of the Scheme

6.1 The Treasurer to the Joint Committee is authorised to make the counting entries necessary to achieve the purposes of the capital reserve in accordance with proper accounting practices

#### 7. Amendment to the Scheme

7.1 The Joint Committee may request the Authorities to amend the scheme at any time. Any such amendment would have to be approved by all Authorities



**IN WITNESS** of which the Authorities have caused their respective Common Seals to be affixed to this Agreement as a deed the day and year first before written:-

## APPENDIX 8

### Terms of Reference

#### Customer First Group

##### 1. Introduction

In order to develop effective and efficient front-office services across the Partnership, the Strategic Advisory Board (“SAB”) has resolved to establish a group that will be named the Customer First Group (“the Group”). Its primary purpose will be to manage effectively the future development of the CRM shared system, aligning its refinement to customer need and partners’ shared corporate priorities. The Group will advise on current developments in the public and private sectors, citing best business practice and areas of excellence that could be of interest in the future. The Group will also be responsible for the development of other Staffordshire Connects systems allocated to it from time to time by the SAB, but including the Directory and e-Payments systems. To achieve its purpose, the Group will be expected to consult strategic decision makers, service advisors and relevant ICT officers as appropriate.

- 1.2 The Group will report to the SAB, which is the senior group comprising an officer champion from each of the Partners. Its role is to develop recommendations for consideration by the executive Joint Committee. Joint Committee and SAB decisions concerning shared systems are implemented by the Systems Support and Development Team within the Core Team of Staffordshire Connects. The Group will be supported by the Systems Support and Development Team.

##### 2. Aims and Objectives of the Customer First Group

2.1 The aims of the Group are to:

- i. Devise a three-year Business Development Plan for SAB’s approval. (The Plan will map proposed CRM development to partners’ shared business needs for front-office service delivery).
- ii. Manage the delivery of the approved Business Development Plan
- iii. Recommend to SAB any Business Development Plan revisions and associated resources considered necessary to meet partners’ shared business needs as they evolve.

2.2 The Group’s objectives are as follows:

##### Strategic

- i. Assist in the development and implementation of any revised Vision required by the strategic reviews being undertaken by Joint Committee Sub-Group and Staffordshire Chief Executives’ Group.

- ii. As custodian of the CRM on behalf of the Owner (the SAB), the Group recognises the strategic and operational roles of the Security Forum in advising SAB on all aspects of Information Security within the Partnership, and the external constraints provided in the details of the CRM Contract with Capula Ltd, the Hosting Agreement and Support Plan and the interests of any other such groups that may impact CRM in the future.

### **Tactical**

- i. Support the Partnership Systems Support and Development Team's account management function in gathering partner business requirements as the basis for establishing priorities for CRM development;
- ii. Reconcile differences between partner requirements, establishing consensus for shared CRM development activity;
- iii. Manage the further development of the Joined-up Directory and e-Payments systems, acquiring resources for development work as necessary;
- iv. Manage and receive regular reports, at a frequency to be determined by the group, from the Systems Support and Development Team which has operational responsibility for system performance and management;
- v. Facilitate the exchange of best customer services working practices;
- vi. Promote opportunities for professional development and mutual support;
- vii. Network with and support regional and national customer services advisory groups as appropriate;

### **Operational**

- i. Implement the Partnership's Vision for front-office service delivery (To facilitate seamless access to cost-effective services and enable joint working between partners and stakeholders subject to agreement by JC 21 August 2007);
- ii. Commission work from internal and external suppliers to meet partners' shared business requirements for CRM development;
- iii. Establish programmes of work to dictate the activities of suppliers engaged to meet partners' shared business requirements;
- iv. Commission training in the deployment of CRM functionality, and manage its delivery where this has not already been identified as part of the relevant project/programme.
- v. Ensure quality processes are in place in the Support and Development Team and Partners for all areas affecting the system and business functions.
- vi. Develop, agree and ensure protocols are implemented to facilitate the effective and efficient use of any systems. This will be facilitated through a sub-group
- vii. Ensure that there is a framework implemented that clarifies when and how system downtime can be agreed, what is a change control, hours of operation agreed, patching policies and other operational procedures, where not specifically approved by this group.

## **3. Membership of the Customer First Group**

- 3.1 Membership of the Group will comprise at least one officer per Partner with operational responsibility for front-office service delivery but each Partner authority will only exercise one vote where Group decisions are required. The Group may establish technical teams and seek other technical input as required to advise it on specific implementations or refinements for which approval exists in the Development Plan.

NB: In the event of an expansion of membership of the Partnership, or increase in the systems supported by the Group, representatives of additional partners may be admitted to the Group.

- 3.2 A Chair appointed by the SAB will serve for a period of not less than 12 months from the date of appointment. Similarly, a Vice Chair appointed by the Group itself will be elected at the Group's first meeting, again to serve for a period of not less than 12 months from the date of election.
- 3.3 Non members may be invited to attend meetings at the Group's discretion to impart knowledge that is deemed relevant to the Group.
- 3.4 Members may send a substitute, who will have the same voting rights as Members.

#### **4. Constraints**

The Group will function under the following constraints:

- i. The Group will report at least quarterly to SAB or any successor management board, more frequently should there be a requirement (e.g. request for joint resources)
- ii. The Group will operate under delegated authority from the SAB in all matters concerning the support and ongoing refinement of shared systems for which development plans have been approved and the necessary resources assigned.
- iii. However, authority will be sought from SAB or any successor management board for proposals not contained in an approved development plan and/or to which necessary resources have not been assigned.
- iv. For the avoidance of doubt, delegated authority will exist for the deployment of staffing and financial resources assigned to the Group for the purpose of delivering approved development plans. Such resources may be assigned by SAB or by an individual partner or partners to realise business benefits for some or all of the partners.
- v. The Group will not commission work which consumes Partnership resources for the benefit of one partner unless the work is contained in a development plan approved by SAB.
- vi. The Group may facilitate the rollout of systems improvements secured by one partner and then made available to other partners as part of an approved development plan.

- vii. The Group may establish Sub-Groups as required to deliver approved development plans for systems deployed by subsets of the Partnership (e.g. e-Payments system). Equally, the Group may co opt additional members to facilitate the delivery of approved development plans for systems deployed by the Partnership in co-operation with and for the benefit of not only the Partnership itself but external organizations also (e.g. Directory service).
- viii. SAB's decision will be final in the event of dispute within the Group, with any other Partnership structure or with the Board itself.
- ix. The Group will follow :
  - a. guidance, best practice and instruction issued from time to time by the SAB;
  - b. advice, guidance and best practice from the Security Forum (which will be consulted on all items of a security nature and which may refer matters in dispute to the SAB);
  - c. will take cognizance of advice and guidance from any other group constituted by the Partnership to promote efficient and effective operation of the CRM and other Partnership systems.
- x. The Group will at all times ensure that its actions comply with the criminal and civil law and statutory, regulatory or contractual obligations relating to the Partnership, and the Group will follow guidance and best practice issued by all relevant Government departments, agencies and advisors, where applicable.
- xi. The Group will work with and seek guidance from, but not be subordinate to, all other groups, Working Parties etc. as designated by the SAB

## **5. Frequency and Purpose of Meetings**

The Group will meet as frequently as required to fulfil its objectives, initially monthly for the first three months, then six weekly, ensuring that a minimum of four meetings shall take place in any 12-month period.

The Chair may decide to call a special meeting and/or seek approval to decisions in writing between meetings where appropriate, provided that such meetings are in accordance with the Group's Objectives.

The Chair shall determine the content of the agenda in consultation with the Vice Chair. However, any member of the Group may request appropriate items to be included on the agenda by reasonable notice.

The Group shall be quorate when no fewer than three Members or their substitutes attend the meeting.

Administrative support in minute taking will be provided either by Core Team or a rotation of Group members. Venue booking and diary co-ordination will be provided by the Systems Support

and Development Team which will endeavour to ensure that minutes are dispatched to Members within five working days of the meeting.

## **6. Miscellaneous Provisions**

These Terms of Reference may only be amended in writing by prior approval of the SAB.

The Group will, at all times, perform its duties in accordance with the provisions of the CRM Hosting Agreement and with either the Vision or any successor Vision.

Where any Member of the Group has agreed to be named for delivery of an action, that person shall be deemed to have agreed to use his/her best endeavours to fulfil the action.

The group will liaise with the Staffordshire Plus Partnership Customer Services Board to coordinate, where appropriate, the activities of the two groups.

## APPENDIX 9

### Terms of Reference for the Security Forum

#### 1. *The Security Forum will:*

- a) **Report to**
  - i) The Partnership Strategic Advisory Board**Inform**
  - ii) The Staffordshire Chief Auditors Group
- b) **Be accountable for :**
  - i) reviewing and approving information security policy and overall responsibilities;
  - ii) monitoring significant changes in the exposure of information assets to major threats;
  - iii) reviewing and monitoring information security incidents;
  - iv) approving major initiatives to enhance information security.
- c) **Specify and manage the Security Forum Work Programme and the work of the Partnership's Information Security Manager**
- d) **Specify:**
  - A detailed security architecture
  - Detailed standards (including User and Citizen Authentication) and guidelines
  - Organization-wide information security initiatives, e.g. security awareness programme and training programme
  - An asset classification scheme and ownership issues
  - Roles and responsibilities (e.g. User Classes, Authentication, information types and classification) across the Partnership for Partnership systems.
  - A rollout Plan for Security Policies and Standards
- e) **Agree** specific methodologies and processes for information security, e.g. risk assessment, security classification system;
- f) **Ensure** that security is part of the information planning process;
- g) **Assess** the adequacy, and co-ordinate the implementation of, specific information security controls for new systems or services;
- h) **Review** information security incidents;



- i) **Promote** the visibility of business support for information security throughout the Partnership.

## APPENDIX 10

### REVISION TABLE

Version	Date	Author	Summary of Changes
1.0	06/03/03	Alan Wallis	Original Agreement
2.1 Draft	19/10/07	Frances Sawford	Amendments to reflect new Vision and revised Objectives; changes to up-date administrative provisions.
2.2 Draft	07/12/07	Frances Sawford	Further amendments as per version 2.1, for approval at Joint Committee on 14 <sup>th</sup> December 2007.
2.0	14/12/07	Frances Sawford	Version 2.2 adopted by Joint Committee 14.12.07.
3.1	01.03.11	Frances Sawford	Changes to Management structure and CRM Development Team; addition of Programme Management Board and revision of Strategic Liaison Board provisions.