

You are requested to attend a meeting of the Council to be held in The John Meikle Room, The Deane House, Belvedere Road, Taunton on 17 March 2016 at 18:30.

Agenda

The meeting will be preceded by a Prayer to be offered by the Mayor's Chaplain.

- 1 To report any apologies for absence.
- 2 To receive any communications.
- 3 Declaration of Interests
To receive declarations of Disposable Pecuniary Interests or personal or prejudicial interests, in accordance with the Code of Conduct. The usual declarations made at meetings of Full Council are shown on the attachment.
- 4 To receive questions from Taunton Deane Electors under Standing Order 15.
- 5 To receive any petitions or deputations from Taunton Deane Electors under Standing Orders 16 and 17.
- 6 Mandate for Development of Transformation Business Case. Joint report of the Chief Executive and the Director - Operations (attached).

Reporting Officers: Penny James
Shirlene Adam

Bruce Lang
Assistant Chief Executive

17 August 2016

Members of the public are welcome to attend the meeting and listen to the discussions.

There is time set aside at the beginning of most meetings to allow the public to ask questions.

Speaking under “Public Question Time” is limited to 4 minutes per person in an overall period of 15 minutes. The Committee Administrator will keep a close watch on the time and the Chairman will be responsible for ensuring the time permitted does not overrun. The speaker will be allowed to address the Committee once only and will not be allowed to participate further in any debate.

Except at meetings of Full Council, where public participation will be restricted to Public Question Time only, if a member of the public wishes to address the Committee on any matter appearing on the agenda, the Chairman will normally permit this to occur when that item is reached and before the Councillors begin to debate the item.

This is more usual at meetings of the Council’s Planning Committee and details of the “rules” which apply at these meetings can be found in the leaflet “Having Your Say on Planning Applications”. A copy can be obtained free of charge from the Planning Reception Desk at The Deane House or by contacting the telephone number or e-mail address below.

If an item on the agenda is contentious, with a large number of people attending the meeting, a representative should be nominated to present the views of a group.

These arrangements do not apply to exempt (confidential) items on the agenda where any members of the press or public present will be asked to leave the Committee Room.

Full Council, Executive, Committees and Task and Finish Review agendas, reports and minutes are available on our website: www.tauntondeane.gov.uk



Lift access to the John Meikle Room and the other Committee Rooms on the first floor of The Deane House, is available from the main ground floor entrance. Toilet facilities, with wheelchair access, are also available off the landing directly outside the Committee Rooms.



An induction loop operates to enhance sound for anyone wearing a hearing aid or using a transmitter.

For further information about the meeting, please contact the Corporate Support Unit on 01823 356414 or email r.bryant@tauntondeane.gov.uk

If you would like an agenda, a report or the minutes of a meeting translated into another language or into Braille, large print, audio tape or CD, please telephone us on 01823 356356 or email: enquiries@tauntondeane.gov.uk

Council Members:-

Councillor V Stock-Williams (Chairman and Mayor of Taunton Deane)
Councillor H Prior-Sankey (Deputy Mayor)
Councillor J Adkins
Councillor M Adkins
Councillor T Aldridge
Councillor T Beale
Councillor P Berry
Councillor J Blatchford
Councillor R Bowrah, BEM
Councillor W Brown
Councillor N Cavill
Councillor S Coles
Councillor W Coombes
Councillor D Cossey
Councillor T Davies
Councillor D Durdan
Councillor K Durdan
Councillor C Edwards
Councillor M Edwards
Councillor H Farbahi
Councillor M Floyd
Councillor J Gage
Councillor E Gaines
Councillor A Govier
Councillor A Gunner
Councillor R Habgood
Councillor T Hall
Councillor C Herbert
Councillor C Hill
Councillor M Hill
Councillor J Horsley
Councillor J Hunt
Councillor G James
Councillor R Lees
Councillor S Lees
Councillor L Lisgo, MBE
Councillor S Martin-Scott
Councillor I Morrell
Councillor S Nicholls
Councillor R Parrish
Councillor J Reed
Councillor S Ross
Councillor R Ryan
Councillor Miss F Smith
Councillor F Smith
Councillor P Stone
Councillor A Sully
Councillor N Townsend
Councillor C Tucker

Councillor J Warmington
Councillor P Watson
Councillor D Webber
Councillor D Wedderkopp
Councillor J Williams - Leader of the Council
Councillor G Wren

Usual Declarations of Interest by Councillors

Full Council

- **Members of Somerset County Council – Councillors M Adkins, Coles, Govier, Hunt, Prior-Sanke and Wedderkopp**
- **Employee of the Department of Work and Pensions – Councillor Mrs Herbert**
- **Clerk to Milverton Parish Council – Councillor Wren**
- **Tone Leisure Board representatives – Councillors Gage and Stone**
- **Director of Tone FM – Councillor Ms Lisgo**
- **Councillor Beale declared personal interests as a Board Member and Director of Tone FM and as a Governor of the South West Ambulance NHS Trust.**
- **Councillor Edwards declared a personal interest as the Chairman of Governors of Queens College.**
- **Councillor Farbahi declared a personal interest as the owner of land in Taunton Deane.**
- **Councillor Hall declared a personal interest as a Director of Southwest One.**
- **Councillor Coombes declared a personal interest as a Stoke St Mary Parish Councillor and the owner of an area of land at Haydon, Taunton.**

Taunton Deane Borough Council and West Somerset Council

Full Council – 16 March 2016 (WSC) and 17 March 2016 (TDBC)

Mandate for Development of Transformation Business Case

This matter is the responsibility of the Leaders of the Council

**Report Authors : Penny James, Chief Executive
Shirlene Adam, Director of Operations**

1 EXECUTIVE SUMMARY / PURPOSE OF REPORT

- 1.1 Following the very well attended Member Briefings in January 2016, this report formally updates Members on the current position on Joint Management & Shared Services (JMASS).
- 1.2 The closedown reports from the initial transformation projects (Vision & Priorities and Affordability Review) are shared along with the emerging themes that will need to be explored further in order to develop the transformation business case.
- 1.3 Both Councils want to and need to transform. The key challenge is whether transformation will deliver the financial outcome needed, and whether achieving this is affordable to either or both Councils.
- 1.4 Both Councils are asked to confirm their continuing commitment to a joint future before work will start on any business case development, and to move forward and develop a high level business case (with variants) that tests the ability to transform for both Councils together or separately.

2 RECOMMENDATIONS

- 2.1 Full Council is requested to:-
 - a/ Confirm its continuing commitment to a core, exclusive and on-going long-term JMASS partnership between Taunton Deane Borough Council and West Somerset Council in accordance with the terms and conditions set out in the Inter Authority Agreements dated 15 November 2013; and

b/ Subject to recommendation 2.1 a/ above - To authorise and prioritise the development of high level Transformation Business Case that tests the following sequential options:-

- ONE Team supporting two Councils (TDBC and WSC);
- ONE Team supporting a merged Council (TBC and WSC);
- Two Councils progressing their own transformation agendas

3 RISK ASSESSMENT

3.1 The JMASS project maintains a risk register which is shared regularly at JPAG meetings. The detailed register will be revisited post the decisions made at these Full Council meetings. Pending the decisions, the key risks for the JMASS partnership are shared below.

3.2 Risk Matrix

Description	Likelihood	Impact	Overall
One or both Councils are not committed to the on-going partnership.	2	4	8
<i>The mitigation for this is the public “commitment” to a long-term and exclusive partnership as requested in the first recommendation of this report. If this is agreed, then the risk score will reduce to a manageable level pending the delivery of the business case.</i>	1	4	4
Both Councils are committed to the on-going partnership but none of the business case variants deliver a solution that is financially or politically acceptable to both Councils.	2	4	8
<i>The mitigation for this is to progress and do the work necessary to evidence the impact of transformation. Should this prove to be the case, then different options need to be considered.</i>	1	4	4

3.3 In both risks identified, the future of the ONE Team would be at risk.

Risk Scoring Matrix

Likelihood	5	Almost Certain	Low (5)	Medium (10)	High (15)	Very High (20)	Very High (25)
	4	Likely	Low (4)	Medium (8)	Medium (12)	High (16)	Very High (20)
	3	Possible	Low (3)	Low (6)	Medium (9)	Medium (12)	High (15)
	2	Unlikely	Low (2)	Low (4)	Low (6)	Medium (8)	Medium (10)
	1	Rare	Low (1)	Low (2)	Low (3)	Low (4)	Low (5)
			1	2	3	4	5
			Negligible	Minor	Moderate	Major	Catastrophic
Impact							

Likelihood of risk occurring	Indicator	Description (chance of occurrence)
1. Very Unlikely	May occur in exceptional circumstances	< 10%
2. Slight	Is unlikely to, but could occur at some time	10 – 25%
3. Feasible	Fairly likely to occur at same time	25 – 50%
4. Likely	Likely to occur within the next 1-2 years, or occurs occasionally	50 – 75%
5. Very Likely	Regular occurrence (daily / weekly / monthly)	> 75%

4 BACKGROUND – PHASE 1 JMASS

- 4.1 In November 2013 both Taunton Deane Borough Council and West Somerset Council approved the adoption and implementation of the Business Case for JMASS. The Business Case talked about the JMASS ambitions being progressed in a couple of phases.
- 4.2 The initial phase, of delivering the “ONE Team” of Officers to support both democratic bodies, was set out in detail in the original business case. This was delivered ahead of time and within budget.
- 4.3 The second phase, described simply as “transformation” set out the potential for further financial savings to be delivered to both Councils. The detailed business case was not developed for this phase, as although confidence levels were high on the potential to deliver savings, the unknown at that point was the appetite for change in either Council.
- 4.4 In order to shape this phase a series of Member Briefings were held during 2014 and 2015, where Leaders from other Councils shared their stories of transformation. This

offered both Councils a better understanding of the “art of the possible” before starting to shape their ambition for change.

- 4.5 The formal closedown reports for the initial phase of JMASS were shared in Spring 2015 and the early planning work on phase 2 then began.

5. PHASE 2 JMASS TRANSFORMATION – STAGE 1 PROJECTS

- 5.1 Before launching into the delivery of a major change programme, the Councils needed to test out two things – their Vision & Priorities for the future, and their Affordability. Two projects were agreed to progress this work, and both have now formally concluded (the project closedown reports, which have been shared with JPAG are attached at Appendix A and Appendix B).

The Vision and Priorities Project

- 5.2 The output from the Vision and Priorities project has, following a high level of Councillor engagement, enabled both Councils to agree a Corporate Strategy that not only sets out the role and purpose of the Council(s) but agrees clear design principles which will shape the future transformation programme. This is essential to moving forward on our transformation programme. There are some emerging themes that will need to be explored further (and resourced) to get to Business Case stage including:-
- 5.3 Customer Access – need to develop a Customer Access Strategy that outlines how we will work with our customers, and agrees customer access principles that will ensure our approach is customer centric in all we do. There is a need to consider how this will be implemented across the organisation to meet the objectives and drive out efficiencies.
- 5.4 Systems and Processes – need to agree the approach to reviewing and redesigning key systems and processes (to meet the design principles and customer access ambitions). This is key to driving out efficiencies and will need to consider IT systems as well as key processes. Need to consider how this will be prioritised and delivered and what support will be needed.
- 5.5 People – need to develop a People Strategy that outlines how the work, the workforce (skills, attitudes, behaviours) and the workplace needs to adapt to meet the design principles. Need to consider how this will be implemented across the organisation, and the organisational development and communications support required to make this happen.
- 5.6 Members and Governance – need to develop the support for the role of Elected Members to truly empower work in localities and to fully operate as advocates for the Council. The Governance arrangements need to be reframed to ensure they are appropriate to the requirements and ambitions of the post transformation Councils.

- 5.7 Accommodation - need to agree the Accommodation Strategy that supports the transformation vision. This will emerge from the work to be done on Customer Access and People and will form a key assumption of any business case.
- 5.8 Commercial Approach – need to outline the approach and resourcing needed to move to a position where the Councils (our staff, our service delivery approach, and our approach to decision making and risk) can be more business-like. There is a need to consider the support required to achieve a better understanding of our “business”, the income generation potential of what we do now, or could do in the future, and to flag investment opportunities.

The Affordability Project

- 5.9 The Affordability Project was designed to challenge the robustness of the Councils’ medium term financial plans (MTFPs), and whether a transformation programme would deliver sufficient savings to achieve financial sustainability for either or both Councils.
- 5.10 This was important as the impact of the business rates appeal on Hinkley B power station was significant on West Somerset Council’s level of reserves and ongoing income forecasts from business rates. The output from this was the Bill Roots report which concluded that:-
- Taunton Deane has General and Earmarked Reserves and has not used the vast majority of its New Homes Bonus (NHB) to fund day to day services. Taunton Deane will need to take tough decisions to balance its budget but this together with transformation should enable it to do so.
 - West Somerset has only minimum General Fund Reserves, and minimal Earmarked Reserves and uses almost all of NHB to fund day to day services.
 - The impact of the business rates appeal on Hinkley B nuclear power station causes a dire financial position for the Council in the short and medium term.
 - Longer term, should Hinkley C be built and start generating power, and the existing business rates rules apply, then the Council will benefit from additional funding. The timing of this is too late to resolve the current problem.
 - Were it not for the impact of the appeal outcome West Somerset could in all likelihood have balanced its books going forward by a combination of further savings and transformation.
 - West Somerset is not considered viable going forward unless special measures are implemented.

6. THE CASE TO GOVERNMENT

- 6.1 With support, the Council developed a strong case to Government setting out the unique nature of the circumstances that West Somerset face, and formally requested support. The full document is attached in Appendix B. The key messages in the case are:-

- That circumstances are quite unique and not down to anything the Council, or Government or EDF have done wrong. This is not anyone's "fault".
- Both West Somerset and its partner Taunton Deane are good well run Councils that have delivered what was required by Government. The Councils are ready for further transformation and integration (as per the original plan) but the financial viability issue is a serious hurdle to overcome.
- The request from West Somerset is to be "put back" to the financial position it was in pre the appeal (return £1.6m to Reserves, and return £330k per annum to business rates income). This won't eliminate the financial challenge, it simply puts it back to an achievable position (as it was in the JMASS Business Case).

6.2 The case was supported by senior politicians in the LGA who made the initial case to the Local Government Minister. This resulted in an invitation to meet the Local Government Minister (Marcus Jones) in January this year. This was attended by the Leaders of both Councils, the Deputy Leader of West Somerset plus the Chief Executive and s151 Officer. The Minister was clear in his feedback that there was no additional resources from Government to West Somerset Council. He requested that other options were explored – in particular he mentioned "merger" – and left the door open for further conversations when a plan for this had been prepared.

6.3 So, the current baseline "facts" we need to move forward from are that:-

- West Somerset Council is not viable without special measures.
- The Government are currently unwilling to offer additional support.
- Both Councils need to progress with their transformation ambitions to achieve financial sustainability.

6.4 The recent briefings to Councillors in both authorities gave informal support on a way forward that would test the ability of the Councils to transform. The remainder of this report sets out this proposal for formal approval.

7. MOVING FORWARD

7.1 We have now, through the approved Corporate Strategies, clear design principles that will shape our transformation vision. We need to move forward now and formally test our ability to transform through the development of a high level Business Case. This will articulate our Transformation Vision and test the delivery of this in 3 sequential "variants":-

- As now, with two separate Councils supported by the ONE Team.
- In one merged Council (TDBC and WSC), supported by the ONE Team
- As two separate Councils with their own transformation agendas.

7.2 The three variants will be developed simultaneously to ensure we can reach a decision point as quickly and safely as possible. It is envisaged this work will take 3-4 months and will report in June - July 2016.

- 7.3 The first two variants leave the ONE Team support arrangements in place – albeit to be reorganised as part of the transformation programme. The 3rd variant will present a challenge to the ONE Team approach.
- 7.4 The first two variants, and the stand-alone 3rd variant for TDBC only will follow a similar organisational model – focussing on the design principles agreed in the Corporate Strategies. This is likely to deliver a very different organisation to that in place now - completely reorganised to truly be customer centric, to support Councillors in their role as “active advocates” in their areas, to promote self-service, and to minimise governance and be risk aware rather than risk averse.
- 7.5 The 3rd variant for West Somerset would be distinctly different and the ambitions and design principles set out in the Corporate Strategy are unlikely to be entirely affordable or deliverable.
- 7.6 The recommendations request formal approval and commitment to progress this.
- 7.7 The resources required to deliver this to high level Business Case can be funded from existing JMASS approvals. The obvious areas of work to get to high level business case are described in sections 5.3 to 5.8 above. Delivery plans on this, together with the funding required will be shared with and endorsed by Joint Partnership Advisory Group (JPAG) throughout this period.

8. LINKS TO CORPORATE AIMS / PRIORITIES

- 8.1 The report proposes a way forward from the current position to allow both Councils to progress transformation, to secure financially sustainable futures and deliver both Councils' Corporate Priorities.

9. FINANCE / RESOURCE IMPLICATIONS

- 9.1 Both Councils set aside funding as part of the original business case. Both still have funding available within this existing approvals to progress the work needed to develop the high level business cases. Following the budget setting meetings of February 2016, for West Somerset Council this amounts to £465k (revenue) plus £274k (capital), and for Taunton Deane this amounts to £147k (revenue) plus £695k (capital).
- 9.2 JPAG will approve detailed spending within the sums set aside by the Councils for JMASS to further develop the emerging transformation themes.
- 9.3 There is no requirement for additional funding (above existing approvals for JMASS) to deliver the high level business case. The high level business case, when shared, will set out the resources required to implement the transformation plans.

10. LEGAL IMPLICATIONS

- 10.1 The legal and governance arrangements for the JMASS partnership are set out in the Inter Authority Agreement approved by both Full Councils in November 2013. This is an important document and is attached at Appendix C for information.

11. ENVIRONMENTAL IMPACT IMPLICATIONS

- 11.1 None in respect of this report.

12. SAFEGUARDING AND/OR COMMUNITY SAFETY IMPLICATIONS

- 12.1 None in respect of this report.

13. EQUALITY AND DIVERSITY IMPLICATIONS

- 13.1 Members need to demonstrate that they have consciously thought about the three aims of the Public Sector Equality Duty as part of the decision making process. The three aims the authority must have due regard for are:-

- Eliminate discrimination, harassment, victimisation;
- Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
- Foster good relationships between persons who share a relevant protected characteristic and persons who do not share it.

- 13.2 None as a result of this report. This will need to be considered in the delivery of the transformation business plan (should it ultimately be acceptable to both Councils).

14. SOCIAL VALUE IMPLICATIONS

- 14.1 None in respect of this report. This will need to be considered in the delivery of the transformation business plan (should it ultimately be acceptable to both Councils).

15. PARTNERSHIP IMPLICATIONS

- 15.1 As mentioned in the risk assessment (section 3) the decisions made from this report could have a fundamental impact on the future of the existing ONE Team arrangement. Should either Council feel unable to agree to commit to an exclusive and on-going partnership then the exit arrangements set out in the Inter Authority Agreement will be enacted.

15.2 Whilst Taunton Deane and West Somerset are the core partners for JMASS, both Councils shall continue to seek further partnership opportunities where they help deliver against the Council(s) Corporate Priorities.

16. HEALTH AND WELLBEING IMPLICATIONS

16.1 None in respect of this report.

17. ASSET MANAGEMENT IMPLICATIONS

17.1 None in respect of this report.

18. CONSULTATION IMPLICATIONS

18.1 The issues set out in this report were shared informally at the very well attended Member Briefings in January 2016. A briefing note was shared with JPAG on the next steps – flagging the need for this Full Council approval.

Democratic Path:

- **Member Workshops and Development Sessions on Transformation – (2014 – 2015)**
- **All Member Briefings - Jan 2016**
- **Briefing Note (Mandate Report and Next Steps) to JPAG Members - Feb 2016**
- **Closedown Reports (Vision and Priorities and Affordability Review) to JPAG Members – Feb 2016**

List of Appendices

Appendix A	Closedown Report – Vision & Priorities
Appendix B	Closedown Report – Affordability Review (including Bill Roots report and approach to Government)
Appendix C	Inter-Authority Agreement

Contact Officers

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Joint Management & Shared Services

Phase 2 > Stage 1 > Project 1
Vision, Purpose, Strategy & Priorities

CLOSEDOWN REPORT

DOCUMENT DETAILS

Version	Status	Date	Author/Editor	Details of Change
0.1	For review	16.12.2015	PJH	Initial Draft
1.0		12.02.16	KB	JPB Minor amendments

DISTRIBUTION

Name	Date	Version
Kim Batchelor	16.12.2015	0.1
Hannah Stevenson	16.12.2015	0.1
Andrew Goodchild	16.12.2015	
Bruce Lang	16.12.2015	
Penny James	16.12.2015	
JPB	09/02/16	
JPAG	15.02.16	

1. Purpose of the Report

The Project Closure Report is the final document produced for the project and is used by senior management to assess the success of the project, identify best practices for future projects, resolve all open issues, and formally close the project.

2. Background and Context

- 2.1 This project is part of JMASS phase 2 and commenced at the end of June 2015. The purpose of the project was to help shape the type of Councils we are, and the range and standard of services that we deliver, enable and support.
- 2.2 The key expected outputs from this project were:
 - refreshed high-level Corporate Priorities for each Council,
 - design principles for our organisations,
 - refreshed visions and
 - clarity on the role and purpose of the Council.
- 2.3 The affordability of the priorities and the organisational design required to deliver against these priorities were out of scope of this project but will be informed by the output of this project and picked up by other JMASS phase 2 project.
- 2.4 Reason for Closing the Project
- 2.5 The required project objectives have been met and outputs have been delivered.

3. Key Project Activities

- 3.1 During August 2015, nine small facilitated Member workshops were organised; five for TDBC and four for WSC. These were organised along broad geographical lines, based upon electoral wards.
- 3.2 Prior to the workshops each Member was provided with an information pack which provided the profile of each Council and of their ward in terms of its makeup, challenges, and issues (based upon the 2012 Census data) and an analysis of national policies and requirements that will impact upon the Councils.
- 3.3 These workshops were informal events which sought to identify and capture:
 - priority ward issues;

- priority district-wide issues (irrespective of which public body currently has responsibility for these issues);
 - the role and purpose of the Councils;
 - the vision for the authorities.
- 3.4 Approximately 70% of both WSC and TDBC attended a workshop; which was an excellent response, particularly as they took place during the traditional summer holiday period.
- 3.5 Those Members who were unable to attend were invited to contribute by email in order that they also had the opportunity to feed into this initial part of the project.
- 3.6 On 7 September 2015 two 'wash-up' sessions were held. One for WSC Members and One for TDBC Members. The purpose of these sessions was to feed back to Members the messages which the project team thought they had heard in the workshops, to check our understanding was correct and to provide a further opportunity for Members to shape this area of work
- 3.7 Following the wash-up sessions refinements were made to the emerging messages. These were shared with all Members, with a request that these be shared with parishes and wider community groups for their input and challenge.
- 3.8 Only four responses were received from outside organisations which provided no opposition to the areas identified by Members as being of importance to their wards and /or the districts.
- 3.9 Using the refined output, following the 'wash-up' sessions, two initial drafts of Corporate Strategies were prepared. One for each Council. These were shared with the Cabinet / Executive, JMT and Tier 4 managers.
- 3.10 Since then these documents have been enhanced, although the key messages remain unchanged.
- 3.11 The Strategy outlines each Council's strategic direction for the next four years from April 2016 to March 2020, setting out our visions, priorities, design principles, values and principles. They will guide other JMASS Phase 2 workstreams, our planning and allocation of resources as we establish detailed corporate and operational plans each year.
- 3.12 The final draft Strategies were provided to JPAG at their meeting of 14 December 2015.
- 3.13 On 27 October 2015 a cross-authority WSC/TDBC Member event was held at the Genesis Centre, Somerset College, Taunton titled 'making a difference'. This event was led by the two Member Champions and supported by officers and was intended to be the first of a series of Member workshops.

3.14 The purpose of the meeting was two-fold. Firstly to illustrate how difficult and limiting it would be simply to have discussion about the future role and shape of the Councils by trying to focus solely on discretionary and statutory services. Chris Hall provided an illustration of this relating to street cleansing. The secondary purpose was to gain feedback on two particular questions:

- What do Members want their involvement to be going forward in shaping the Councils/ One Team organisation?
- How do Member wish to progress the ideas raised during the evening using the future workshops?

4. Key Project Outputs

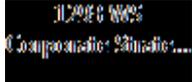
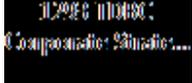
- 4.1 The output of the August workshops were handwritten notes on flipcharts, as well as some supplementary emails from which write-ups were produced.
- 4.2 Two slide decks were prepared for the 'wash-up' sessions on 7 September, 2015 summarising the key messages from the August workshops
- 4.3 Draft Strategy documents were produced for consideration by JPAG, JMT and Cabinet/Executive based on output from the August workshops and the 'wash-up' sessions.
- 4.4 Handwritten notes were produced from the discussions which took place at the 27 October 2015 '*making a difference*' joint all-member session. From this, key messages were collated and have been circulated, together with notes of the various presentations given during that meeting, to all members of both Councils.

5. Project Performance

5.1 Performance against Objectives

The project had the following objectives;

Objectives	Achieved (Y or N)	Relevant Products
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<ul style="list-style-type: none"> Refreshed high-level Corporate Priorities for each Council, 	Y	WSC Corporate Strategy 2016/20
<ul style="list-style-type: none"> High level design principles for our organisations, 	Y	
<ul style="list-style-type: none"> Refreshed visions 	Y	
<ul style="list-style-type: none"> Clarity on the role and purpose of the Council. 	Y	TDBC Corporate Strategy 2016/20
		
		

6. Records Management

Final versions of the key project documents are held securely on TDBC servers.

The path is:

\\tosrv\Corp Client\Performance and Inspection\2. Hannah & Paul Shared Folders\8. Corporate Priorities Project

Paul Harding and Hannah Stevenson have access rights to these folders.

7. Lessons Learned

The purpose of identifying lessons learned from this project is to help inform other project managers on similar future projects. This may be used as part of new project planning for similar projects in order to determine what went well with the project and what might have been done better so that other project managers may capitalise on these actions. The lessons learned are listed in Appendix A.

8. Project Resource

The project was delivered within existing staff resources.

9. Risk

There are no project risks that are outstanding. The project risks were only concerned with matters which could have compromised the creation of coherent corporate strategies for the two Councils. The project risk register did not, and was not required to, include risks associated with subsequent activities which were beyond the scope of this particular project.

10. Post-Project Tasks

10.1 There are two post-project tasks to be undertaken:

- Undertake public consultation on the Strategies, predominantly via the web, during January 2016, and include any feedback received for consideration as part of the formal approval process. The Corporate Strategy and Performance Manager and the Corporate Strategy & Performance Officer will be responsible for this.
- Take the Strategies through the democratic process at each Council. Aiming for approval by end February 2016. The Corporate Strategy & Performance Manager will be responsible for this.

11. Recommendations

11.1 There are **three** recommendations:

11.2 **RECOMMENDATION 1** - that this project be formally closed given the required outputs from this particular project have been delivered.

11.3 **RECOMMENDATION 2** - in order to progress the 'next steps' identified during the 'making a difference' member workshop held on 27th October, it is recommended that Member/Officer workshops be arranged to explore service delivery options, examine best practice and develop new ideas to inform the design of services going forwards

11.4 The workshops would be collaborative and involve Members of both Councils working alongside officers.

11.5 It is proposed that the working title for these workshops/meetings be 'Transformation Action Groups', abbreviated to 'TAGs'

11.6 TAGs should collaboratively explore options, examine best practice and develop new ideas to inform the design of services going forwards rather than be a platform for officers to present recommendations for approval.

11.7 TAGs should be used to develop new ways of working, which both enhance the effectiveness of delivering those priorities within the financial framework that has been established. Outcome focussed, TAGs will develop service priorities and

standards delivering reductions in cost, increased income and or establish returns on investment to meet the financial challenges we face while meeting the agreed priorities of the Councils.

11.8 Four TAGs are suggested around the following themes:

- Localities/Communities (at a strategic level)
- Commercialism
- Corporate functions
- Services (delivery)

11.9 To enable collaborative thinking the TAGs are not service area limited in their scope and are not designed around existing portfolios or directorates – there are deliberately a number of overlaps. The suggested areas for TAGs have been considered and summarised into the themes listed above. Cross cutting elements such as customer are reflected across all themes and influence their work. The detail underpinning these themes will be developed as the TAGs are formed.

11.10 Initially, TAGs will be open to all Members who have an interest in the subject matter and the 'Making a Difference' workshop sessions will be used to bring common thinking and cross-cutting issues to the widest forum. Each TAG would have a Member and an officer lead, to be nominated by the Leaders and Chief Executive respectively.

11.11 Once formed, each TAG should decide on how its business will be conducted, within these parameters. It will be important for the TAG to take the time to create the kind of working environment that stimulates creative thinking. What is important is that the TAGs create an atmosphere within which all members and officers of the group feel able to make a full and equally valued contribution.

11.12 It is suggested these groups commence post business case mandate approval.

11.13 **RECOMMENDATION 3** - that further joint all-member workshops take place, under the *making a difference* banner to help inform and equip members to play an active role in shaping transformation for the two Councils. The next workshop to take place after the 2016/17 budgets have been approved by the two Councils.

Joint Project Board (JPB) – 9 February 2016

Joint Partnership Advisory Group (JPAG) – Feb (via email)

AFFORDABILITY PROJECT CLOSEDOWN REPORT

EXECUTIVE SUMMARY

The Affordability Review is now complete and concludes that without special measures, West Somerset Council is not financially viable. The initial approach to Government for financial support has not been successful.

This report shares the detailed project objectives, delivery approach, and outcomes.

1. Purpose of Report

- 1.1 This report formally shared with those charged with project governance, the final position on the Affordability Project. This was one of two projects initiated as part of the 2nd phase of JMASS.

2. Background – JMASS Business Case

- 2.1 The JMASS business case was created in 2013 in response to the continued budget pressures facing both Councils. At that point Taunton Deane were forecasting an underlying budget gap of around £1.5m per annum and West Somerset were forecasting an underlying budget gap of around £600k per annum.
- 2.2 The Project Mandate recognised that this project alone would not solve the financial difficulties faced by the Councils. Each Council would need to look at a combination of initiatives to close their budget gaps.
- 2.3 The ambition was to join officer structures across the Councils and then look to transform services. The business case looked at this initial stage in detail, and set out the investment needed and savings expected from joining up. Transformation was accepted as the next step and it was recognised that further work was needed to get clarity on what the Councils wanted (and the resultant investment required and expected level of savings to be delivered).

- 2.4 The first phase of JMASS therefore focussed on joining up the Officer structures of both Councils – leaving ONE Team of Officer supporting two democratic bodies. This produced, as predicted in the business case, significant savings for both Councils. The ongoing revenue savings are over £1.8m per annum and have significantly mitigated the impact of the funding cuts on front line services.
- 2.5 Having completed this first phase the Councils began to look at what transformation could mean for them. It was important that the Councils understood what others had already achieved, and widened our understanding of “what was possible”. Over a period of several months, a number of briefings were held offering the opportunity for our Councillors to hear from others about what they had achieved.
- 2.6 It was accepted that in order to achieve financial sustainability – the Councils would need to radically change what they are doing, and how, where and when they are doing it.
- 2.7 The 2nd stage of JMASS (Transformation) therefore launched last summer with two key projects. The first was “Vision and Priorities”, which focussed on getting clarity on this “end game”. This was fundamental to shaping the future direction of the Councils.
- 2.8 The second project was called the “Affordability Review” and was initially set up to give comfort to the Council(s) on:-
- Assurance on the medium term financial planning (ie whether broadly the budget gap forecasts are reasonable); and
 - Reassurance on the assumption that the transformation programme could deliver savings of such a scale to achieve financial sustainability; and
 - Comfort that the stated ambitions of the Council(s) could be delivered via a joint programme of transformation. (*this was in reality clarified via the “Vision & Priorities” project leaving this project to focus on the financials.*)
- 2.9 This report focuses on the outcome from the Affordability Review. Before looking at this though, it is useful to remind ourselves of the financial context we are operating in as this has changed significantly for West Somerset Council since the JMASS Business Case was developed.

3. Reminder of Financial Position

- 3.1 Since the JMASS Business Case was approved the financial environment has shifted considerably for all local authorities. The latest Autumn Statement and recent Government Settlement has confirmed our predictions on RSG ending before 2020, and the forthcoming policy changes on New Homes Bonus (NHB) will bring more stress to our financial forecasts and ambitions.

- 3.2 The latest forecasts for Taunton Deane Borough Council show a balanced budget for 2016/17 with a budget gap of £830k for 2017/18 rising to £1,700k by 2018/19, and £2,400k by 2019/20. Taunton Deane does not rely on New Homes Bonus funding to support day to day service delivery. This isn't significantly different from where we were pre JMASS Business Case.
- 3.3 The latest forecasts for West Somerset Council show a balanced budget for 2016/17 with a budget gap of £140k for 2017/18 rising to £720k by 2018/19, and over £1,000k by 2019/20. West Somerset does rely on New Homes Bonus Funding to support day to day service delivery. This is significantly different from where we were pre JMASS, due to the recent business rates appeal on Hinkley B nuclear station.
- 3.4 The medium term financial forecasts for both Councils show challenges ahead, particularly for West Somerset Council. The ongoing reductions in grant funding, together with the continued transfer of risk (and potential reward) to local authorities mean we need to completely rethink our approach to supporting our communities.
- 3.5 Before embarking on a programme of major transformation, that will require significant investment in terms of both officer time and funding, it is important that both Councils are confident in the financial assumptions and affordability of this vision.
- 3.6 The Affordability Review was carried out in this context.

4. Project Delivery & Outcomes

- 4.1 The LGA have been supportive of our ambitions throughout the JMASS programme and commissioned external support to help us with this particular piece of work. Bill Roots (ex-Chief Executive and Finance Director of Westminster City Council) spent time with key officers and Members and shared his final report in September 2015.
- 4.2 The report is shared at Appendix A for information but the key findings can be summarised as:-
- Reflection on:-
 - stress level operating in some parts of the Council (senior managers and Finance).
 - High quality of current reporting – is it sustainable?
 - The MTFPs are basically sound and reflect what is known on future funding reductions, and estimate where there is less certainty. There are some “unknowns” as the Councils do not currently have robust Asset Management Plans in place to clarify maintenance liabilities. Work is underway to resolve this and when available, the funding needs will be built into the plan.
 - Two Councils financial strength is markedly different and future policy decisions need to recognise this.

- Taunton Deane has General and Earmarked Reserves and has not used the majority of its NHB to fund day to day services. Taunton Deane will need to take tough decisions to balance its budget but this together with transformation should enable it to do so.
- West Somerset has only minimum General Fund Reserve, and minimal Earmarked Reserves and uses almost all of NHB to fund day to day services.
 - The impact of the business rates appeal on Hinkley B nuclear power station causes a dire financial position for the Council in the short and medium term.
 - Longer term, should Hinkley C be built and start generating power, and the existing business rates rules apply, then the Council will benefit from additional funding. The timing of this is too late to resolve the current problem.
 - Were it not for the impact of the appeal outcome West Somerset could in all likelihood have balanced its books going forward by a combination of further savings and transformation.
 - **West Somerset is not considered viable going forward unless special measures are implemented.**

4.3 The report then goes on to look at the options available to the Council, including implementing a significant tax increase via a referendum, lobbying Government on sparsity issues, and structural changes. Each option is discounted for various reasons, and the report states that:-

“The only realistic option is to recognise the impact of one exceptionally large and material rating appeal.....”

“Thus if the desire is there to avoid the forecast insolvency of West Somerset then urgent action is needed through political circles.”

4.4 The report from Bill Roots concludes that the impact of the Hinkley rates appeal has had a fundamental impact on the future viability of West Somerset Council. The priority should be to seek urgent solution and present our “special case” to Government.

5. The Case To Government

5.1 With the continued support of the LGA, the Councils prepared a document setting out the unique circumstance that West Somerset is in and formally requested Government support.

5.2 The case is compelling and is attached at Appendix B for information. The key messages for Government were that:-

- That circumstances are quite unique and not down to anything the Council, or Government or EDF have done wrong. This isn't anyone's “fault”.

- Both West Somerset and its partner Taunton Deane are good well run Councils that have delivered what was required by Government. The Councils are ready for further transformation and integration (as per the original plan) but the financial viability issue is a serious hurdle to overcome.
- The request from West Somerset is to be “put back” to the financial position it was in pre the appeal (return £1.6m to Reserves, and return £330k per annum to business rates income). This won’t eliminate the financial challenge, it simply puts it back to an achievable position (as it was in the JMASS Business Case).

5.3 The case was supported by senior politicians in the LGA who made the initial case to the Local Government Minister. This resulted in an invitation to meet the Minister (Marcus Jones) in January this year. This was attended by the Leaders of both Councils, the Deputy Leader of West Somerset plus the Chief Executive and s151 Officer. The Minister was clear in his feedback that there was no additional resources from Government to West Somerset Council. He requested that other options were explored – in particular he mentioned “merger” – and left the door open for further conversations when this had been done.

6. Conclusions

6.1 Whilst there was no funding on the table from Government, the work done by the Affordability Review, and the recent position taken by the Minister give clarity.

6.2 The key outcome statements are:-

- West Somerset Council is not viable without special measures.
- The Government are unwilling to offer additional support.
- Both Councils need to progress with their transformation ambitions to achieve financial sustainability.

6.3 The recent briefings to Councillors in both authorities gave informal support on a way forward that would test the ability of the Councils to transform, together but as now in separate democratic entities, together in a merged Council, and separately based on different transformation visions appropriate to affordability.

6.4 A mandate requesting support for this will be forthcoming to both Councils in March (potentially 16th and 17th March – to be confirmed).

7. Recommendations

7.1 That this project be formally closed given the required outputs from this project have been delivered.

7.2 That a Mandate Report, supporting the development of a high level Business Case (with variants) on the options ahead for transformation be shared at Full Council Meetings in March .

Shirlene Adam, Director of Operations for West Somerset and Taunton Deane Councils

01823 356310 s.adam@tauntondeane.gov.uk

Version 9 28/10/13

INTER AUTHORITY AGREEMENT

Between

- (1) **TAUNTON DEANE BOROUGH COUNCIL** of The Deane House, Belvedere Road, Taunton, TA1 1HE ("Taunton Deane")
- (2) **WEST SOMERSET COUNCIL** of West Somerset House, Killick Way, Williton, Taunton, TA4 4QA ("West Somerset")

together called "the Authorities"

BACKGROUND

- (A) The Taunton Deane and West Somerset Councils have agreed to establish Joint Arrangements to work together to share a Joint Chief Executive and a Joint Senior Team and then to examine the opportunities for further savings by the joining together of services, assets, officer posts and officer teams .
- (B) The Taunton Deane and West Somerset Councils agreed on the 23rd July 2013 to share a Joint Chief Executive as set out in the Agreement dated 23rd September 2013. .
- (C) The parties have agreed a joint Statement of Intent, a set of aims and a set of general principles and values to underpin the implementation of the Joint Arrangements under this Inter Authority Agreement ("the Agreement").
- (D) The legal basis for the Inter Authority Agreement is
 - a. Section 101 of the Local Government Act 1972 (Arrangements for the discharge of functions by a local authority);
 - b. Section 102 of the Local Government Act 1972 (Appointment of Committees);
 - c. Section 112 of the Local Government Act 1972 (duty to appoint officers);
 - d. Section 113 of the Local Government Act 1972 which enables each Authority to place staff at the disposal of another Authority;
 - e. Section 3 of the Local Government Act 1999 (duty to secure best value);
 - f. Section 2 of the Local Government Act 2000 and The Local Authorities (Arrangements for the Discharge of functions) (England) Regulations 2000/2851 (joint arrangements for the exercise of executive functions).
 - g. and all other enabling powers.

IT IS AGREED AS FOLLOWS

DEFINITIONS AND INTERPRETATION

In the Agreement the following words and phrases shall have the following meanings:-

“Agreed Costs Split” has the meaning set out at Clause 8.1.

“Authority” means Taunton Deane, or West Somerset and “Authorities” means Taunton Deane, and West Somerset ;

“Business Case” means the business case approved by the Authorities on the 12th November 2013

“Confidential Information” has the meaning set out at Clause 0;

“Conflict of Interest” means a significant conflict of interest between the Authorities which is of such a nature or scale that it is not tenable for the Joint Chief Executive to continue to advise and support both parties in dealing with the issue;

“Exit Strategy” means a strategy and details to facilitate an exit from this Agreement and an end to some or all Joint Arrangements;

“Joint Arrangements” means the arrangements for joint working set out in Background paragraph (A) and (D) of this Agreement;

“Joint Chief Executive” means the post established as the senior officer and Head of Paid Service for Taunton Deane and West Somerset;

“Joint Partnership Advisory Group” (“JPAG”) means the Joint Partnership Advisory Group established by the Authorities as set out in clause 0 and Appendix One.

“Joint Decision” has the meaning set out at Appendix One;

“Joint Posts” means the Joint Chief Executive and the Joint Senior Management Team;

“Joint Senior Team” means the officer posts to be established as the senior management team for Taunton Deane and West Somerset;

“Joint Service Proposal” means a proposal put forward by the Authorities to share a service with each other and/or with other authorities;

“Loss” means any loss and liability directly suffered by the Authorities together or by either Authority arising as a result of the Joint Arrangement with any damage, expense, liability or costs reasonably incurred in contesting any claim to liability and quantifying such loss and liability;

“Member Working Group” (“MWG”) means an advisory working group created by the Joint Partnership Advisory Group to carry out certain responsibilities as set out in clause 0;

“Monitoring Officer” means the officer(s) designated by the Authorities as their monitoring officer pursuant to section 5 of the Local Government and Housing Act 1989;

“New Arrangement” has the meaning set out at Clause 0;

“Personal Data” has the meaning set out at Clause 0;

“Receiving Party” has the meaning set out at Clause 0;

“Section 151 Officer” means the officer(s) having responsibility, for the purposes of section 151 of the Local Government Act 1972, for the administration of an Authority's financial affairs;

“Shared Service” means a service provided for Taunton Deane, and West Somerset by a single team of officers employed by one of the Authorities;

“Start Date” has the meaning set out at clause 0

“Statement of Intent” means the commitment between the Authorities to work closely together to establish Joint Arrangements across both Authorities.

“Working Day” means any day on which the Authorities’ offices are normally open for business

Words importing the singular number shall include the plural and vice versa.

Titles and headings to clauses are for convenience only and shall not affect the construction or interpretation of the Agreement.

Notwithstanding any breach of this Agreement by any Authority, and without prejudice to any other rights which the other Authority may have in relation to it, the other Authority may elect to continue to treat this Agreement as being in full force and effect and to enforce its or their rights under this Agreement. The failure of either Authority to exercise any right under this Agreement, including any right to terminate this Agreement and any right to claim damages, shall not be deemed a waiver of such right for any continuing or subsequent breach.

SCOPE OF JOINT ARRANGEMENTS

Establishment of a Joint Senior Team, a shared workforce and the proposed transformation of services to provide joint service arrangements for the two councils.

The Joint Partnership Advisory Group shall be responsible for the monitoring of the implementation of the joint arrangements with the Business Case.

There shall be no restriction on the Authorities continuing, or entering, new shared services or outsourcing arrangements with any other Authority, public body or private sector provider (“a New Arrangement”) subject to 0 and 2.5 below.

If either of the Authorities is considering entering into a New Arrangement which is of sufficient scale and significance to affect potential future options for Joint Arrangements, that Authority shall notify the other Authority in writing about the new Arrangements sufficiently in advance of its proposed implementation to enable it to be discussed at the JPAG.

The JPAG shall consider the proposal for a New Arrangement as soon as practical following the notification in order to review whether there are different or revised options which the Authorities could take forward which would better achieve the overall aims of the Joint Arrangements

PRINCIPLES

The Authorities will work together to seek to achieve the vision of the Statement of Intent which is that the Authorities intend, under the management of the Joint Chief Executive, to identify and establish Joint Arrangements in a number of areas and a shared approach to the delivery of certain agreed services.

The following key principles will underpin the operation of this Agreement:-

- the sovereignty and identity of all Authorities will be preserved
- Councillor independence and leadership in all Authorities will be retained
- all Authorities will retain clear accountability to the councillors and residents of each Authority with no detriment to the local taxpayers of either Authority in the delivery of the Joint Arrangements
- no one Authority will take an overall lead – all Authorities are of equal status and have equality of influence in the Joint Arrangements (although the Authorities recognise that there may be a requirement for one Authority to take a role as “employing Authority” or “contracting Authority” to facilitate the delivery of the Joint Arrangements)
- services and assets will be considered for sharing where there is a robust Business Case for doing so and where the proposed shared arrangements are economically viable
- accountability for services delivered through the Joint Arrangements remains with the Authority with whom the statutory responsibility lies.

The Authorities will work together to develop and implement the Business Case under which the following aims of the Statement of Intent will be delivered:

to save money for local taxpayers

to improve service resilience

The Authorities will work together in accordance with the following general values underlying this Agreement:-

- acting reasonably and in good faith at all times
- providing information to each other as and when required to achieve the aims of the Joint Arrangements
- identifying issues and problems early and working constructively to achieve solutions
- actively seeking to resolve any political difficulties
- actively co-operating to ensure the smooth running of the Joint Arrangements, for example, in payment of inter Authority invoices and recharges

- keeping all councillors, residents, staff and other stakeholders informed about the arrangements

The Authorities recognise that the commitment to the Joint Arrangements is long term and that the development of shared services will take place in an incremental way as outlined in the Business Case .

GOVERNANCE

The Joint Partnership Advisory Group

The Authorities have established the Joint Partnership Advisory Group (“JPAG”) and the terms of reference of the JPAG are set out in Appendix One of this Agreement.

The JPAG shall be responsible for overseeing and driving forward the Joint Arrangements and associated transformation of the services.

The primary functions of the JPAG are as follows:-

- to hear and resolve any disputes which have not already been resolved by the Joint Chief Executive;
- oversee and monitor the progress and achievement of the Joint Arrangements;
- make any necessary comments on joint policy work to each Authority;
- receive reports from the Joint Chief Executive and Joint Senior Management Team on the implementation of the Business Case ; and
- review the Business Cases for Joint Service Proposals.

The JPAG shall meet a minimum of 4 times per year unless otherwise unanimously agreed.

The Authorities may amend the terms of reference of the JPAG from time to time as the Agreement develops. Any such amendment shall be agreed in writing by each Authority, taking into account any comments from the JPAG and could include the establishment of a Joint Committee in accordance with the provisions of Section 102 of the Local Government Act, 1972.

Member Working Groups

The JPAG may from time to time create time limited task and finish groups of Members from each Authority ("Member Working Groups") to advise the JPAG on specific issues. The JPAG shall determine the membership of each Member Working Group and the terms on which each Member Working Group carries out its responsibilities.

The arrangements for the proposed Member Working Groups are set out in Appendix Two of this Agreement.

TERM

This Agreement shall commence on 13th November 2013 (“the Start Date”) and shall continue until terminated by either Authority in accordance with the provisions of Clause 0 of this Agreement or by mutual consent.

The Authorities confirm their commitment to the long term nature of the Joint Arrangements and recognise that withdrawal by one Authority will therefore create significant implications for service delivery and for staff.

REVIEW AND EXPANSION OF JOINT ARRANGEMENTS

The Authorities shall keep the terms of this Agreement and the operation of the Joint Arrangements under review and the JPAG shall receive an annual report on the progress and performance of the Joint Arrangements no later than 1st October in each calendar year.

The Authorities will consider requests from other local authorities to join the Joint Arrangements.

Any local authorities wishing to join the Joint Arrangements shall submit a proposal to the JPAG. The JPAG shall consider the request and shall make comments to the Authorities as to whether, and if so on what terms, the request should be considered.

STAFFING ARRANGEMENTS

The authorities shall consider and agree arrangements for the purposes of carrying out the Joint Arrangements relating to staffing and employment arrangements including:

- the transfer of employment of any officer;
- the making available to the Authorities of any officer employed by another Authority;
- the terms and conditions of any officer involved in the Joint Arrangements;
- the creation or dissolution of any posts;
- arrangements for the creation of, recruitment to and employment of the Joint Posts.

The Authorities shall apply the following principles to such Joint Arrangements:-

- Each Authority will comply with all relevant employment legislation and requirements in considering and consulting on potential shared services;
- The Authorities will comply with all relevant HR policies and protocols and constitutional delegations when implementing staffing arrangements of the Joint Arrangements.

COST OF JOINT ARRANGEMENTS AND SAVINGS

The Cost of the Joint Arrangements will be shared as set out in the agreed Business Case.

INTELLECTUAL PROPERTY

All intellectual property and material created by or on behalf of any Joint Arrangements shall be owned jointly by the Authorities and shall be available equally to each Authority subject to any terms with third parties under which the intellectual property and material was commissioned. The Authorities shall use their best endeavours to reflect the intention of the Authorities to jointly own these items in any terms used when commissioning third party work on the Joint Arrangements.

Each Authority warrants that any intellectual property created by its officers for the purposes of the Joint Arrangements will not infringe any third party's intellectual property rights.

Each Authority shall indemnify the other Authority against any Loss arising out of any dispute or proceedings brought by a third party alleging infringement of its intellectual property rights by use of the first Authority's intellectual property for the purpose of the Joint Arrangements.

Each Authority hereby authorises the other Authority to use its logo on documents and signage relating to the Joint Arrangements for such period as this Agreement remains in force save that this provision shall not apply after an Authority has withdrawn from this Agreement.

CONFIDENTIAL INFORMATION AND PUBLICITY

The Authorities shall at all times use their reasonable endeavours to keep confidential (and to procure that their respective employees agents consultants and sub-contractors shall keep confidential) all Confidential Information concerning the Joint Arrangements or the business and affairs of the other Authority which may now or at any time be in its possession and shall not disclose it except with the consent of the other Authority, such consent not to be unreasonably withheld.

For the purpose of this Agreement "Confidential Information" means any information imparted to any Authority or their employees agents consultants or sub-contractors ("the Receiving Party") which was imparted to the Receiving Party on the basis that it is to be kept confidential or would by its nature normally be regarded as being confidential or which to the knowledge of the Receiving Party was obtained by the other Authority on the basis that it was to be kept confidential or is of commercial value in relation to the Joint Arrangements but shall not include any information which is for the time being in the public domain otherwise than by reason of its wrongful disclosure by the Receiving Party.

This Clause 0 shall continue without limit of time and shall survive the termination of this Agreement.

This Clause 0 shall not prevent the disclosure of any Confidential Information relating to the Joint Arrangements which is reasonably disclosed for the furtherance of the Joint Arrangements or the promotion of the Joint Arrangements; provided that the Authority or person disclosing the information takes all steps that are commercially practicable to preserve the confidentiality of the information and shall not prevent the disclosure of any Confidential Information where required by law.

No Authority shall issue any media release publicity concerning or affecting the Joint Arrangements unless previously agreed with the other Authority.

Any formal statements or communications to staff and/or members concerning the Joint Arrangements shall be agreed between the Authorities in advance.

COMPLIANCE WITH LAWS

The Authorities shall at all times comply with all laws including but not limited to the Data Protection Act 1998 and will, where appropriate maintain a valid and up to date registration or notification under such Laws.

Each Authority shall indemnify and keep indemnified the other Authority against all Losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by the other Authority in respect of any breach of this Clause 0 by the Authority and/or any act or omission of any sub-contractor.

Each Authority shall grant to the other Authority the right of reasonable access to all records of Personal Data relevant to the Joint Arrangement, as defined and as permitted in the Data Protection Act 1998, and shall provide reasonable assistance at all times during the currency of this Agreement to ensure the quality and security of Data collected.

FREEDOM OF INFORMATION

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

Where an Authority receives a request for information under either the Freedom of Information Act 2000 ("FOIA") or the Environmental Information Regulations 2004 ("EIR") in relation to information which it is holding on behalf of the other Authority in relation to the Joint Arrangements, it shall:-

- transfer the request for information to the other Authority as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;
- provide the other Authority with a copy of all information in its possession or power in the form that the Authority requires within ten Working Days (or such longer period as the Authority may specify) of the Authority requesting that information; and
- provide all necessary assistance as reasonably requested by the other Authority to enable that Authority to respond to a request for information within the time for compliance set out in the FOIA or the EIR.

Where an Authority receives a request under FOIA or EIR which relates to the Joint Arrangements, it shall notify the other Authority and afford it an opportunity to make any comments or representations in respect of the disclosure of the information sought. The other Authority shall respond within five Working Days of receipt of this notification. The Authority responding to the request shall take into account any such comments or representations in so doing and shall not respond to the request until the 5 day response period referred to above has passed.

INSURANCE

The Authorities will take out and maintain in full force with a reputable insurance company adequate employee liability insurance cover in respect of officers employed by the Authority and those seconded to it in accordance with this Agreement.

CONFLICTS

If any situation arises where there is a potential or actual conflict of interest or a perceived conflict of interest between TDBC and WSC, the Joint Chief Executive shall:-

Draw such conflict to the notice of the monitoring officer(s) of the Authorities;

- Remove himself/herself from all aspects of the decision-making process in relation to the situation;
- Nominate a senior officer or officers in the Authorities or from the Joint Senior Team to deal with the issue on behalf of the Authorities;
- Provide the nominated senior officer(s) with such resources as they require to ensure that the interests of each Authority are appropriately represented including taking independent professional advice or seeking independent third party support if appropriate.
- The Authorities shall ensure that procedures and safeguards are in place to identify such conflicts at an early stage.
- The Authorities shall keep a written record of any such conflicts which have been identified and how such conflicts have been resolved.

DISPUTE RESOLUTION

If the Authorities are unable to agree a matter arising under the terms of this Agreement or any other concerns arising over any aspect of the Joint Arrangements, the Authorities shall adopt the following procedure in respect of each matter:-

- the matter shall be referred to the Joint Chief Executive for discussion and resolution.

If the matter remains unresolved, it shall be referred to the JPAG for discussion and resolution.

In the event that a matter in dispute cannot be resolved under 15.1.1 or 15.1.2 above the matter may be referred to an arbitrator under clause 15.1.4

The arbitrator shall be appointed with the agreement of the Authorities or in the event that agreement cannot be reached by the president or other chief officer of The Chartered Institute of Arbitrators or such other professional body appropriate to the matter in dispute.

If the matter still remains unresolved, the Joint Arrangements shall come to an end by mutual consent and this Agreement will terminate in accordance with clause 0.

WITHDRAWAL, TERMINATION AND EXIT STRATEGY

If any Authority wishes to consider withdrawal from the Joint Arrangements in whole or in part, it shall first raise the matter with the JPAG for discussion.

If any Authority then wishes to continue with withdrawal from the Joint Arrangements in whole or in part, it shall give at least one year's notice of such withdrawal in writing to the other Authority and to the JPAG, such notice to expire on 31st May in any year. (For the avoidance of doubt this means that the earliest date an Authority is able to give one year's notice of withdrawal shall be 31st May 2014 and the earliest date any such notice shall take effect is 31st May 2015).

On withdrawal of one Authority from the Agreement, that Authority shall be liable to pay to the other Authority a sum to recompense them for the costs it will incur consequent on cessation of the Joint Arrangements. Such costs shall not exceed the estimated annual cost to the withdrawing Authority of their share of the Joint Arrangements.

Upon termination of this Agreement whether by mutual consent or withdrawal of one Authority in accordance with clause 02 or otherwise the Authorities shall agree an Exit Strategy to include determination of issues relating to:-

- employment and redundancy;
- asset management;
- IT;
- documents and information compiled or acquired by the parties during the Term of the Agreement.

If the Authorities are unable to agree an Exit Strategy the Authorities shall agree to appoint an independent arbitrator who shall prepare an Exit Strategy on behalf of the Authorities and which the Authorities shall implement.

The Authorities agree that the key principles in the preparation and implementation of any Exit Strategy shall be continuity of service delivery and fair treatment of staff.

VARIATION AND WAIVER

The Inter Authority Agreement may be varied at any time by the written agreement of the Authorities.

THIRD PARTIES

It is agreed for the purposes of the Contract (Rights of Third Parties) Act 1999 that this Agreement is not intended to and does not give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and Wales.

IN WITNESS hereof the parties hereto have executed this Agreement as a Deed the day and year first written

The Common Seal of **Taunton Deane Borough Council**

was affixed hereto in the presence of

The Common Seal of **West Somerset Council**
was affixed hereto in the presence of

APPENDIX ONE

Joint Partnership Advisory Group “JPAG”

MEMBERSHIP AND ADMINISTRATION

- The JPAG is a non decision making body whose membership is drawn from the Authorities, comprising ten (10) members, including the Leader from each Authority and four other members to be appointed annually by each council.
- The venue for meetings of the JPAG will alternate between the Authorities' offices and the Leader of the host Authority will chair each meeting; if the host leader cannot attend then that leader will appoint one of the host members of the JPAG to chair the meeting in his/her absence.
- The JPAG meetings will be considered quorate if at least three elected members from each Authority are present including at least one of the two leaders; substitutes will be permitted by clear prior arrangement.

RESPONSIBILITIES

The specific responsibilities of the JPAG are

- To review frequently (and at least on an annual basis as required by this Agreement) the operation of the Inter Authority Agreement between the Authorities and the overall delivery of the Joint Arrangements by the Authorities;
- To oversee the implementation of the approved business case for the provision of shared services between the Authorities;
- To note, and if necessary, make comments to each Authority in respect of Business cases setting out the detail of a Joint Service Proposal ;
- To make comments to each Authority in respect of Joint Decisions and on the overall way forward for the Joint Arrangements;
- To consider and address by brokering between the parties any concerns about the Inter Authority Agreement or about the Joint Arrangements in general raised by each Authority;
- To ensure that members of each Authority are regularly updated on the operation and progress of the Joint Arrangements including arranging for all members of both authorities to be kept informed of the nature of discussions at JPAG meetings.
- To consider any new arrangements as appropriate under clause 2.4 and 2.5.

OBJECTIVES

The prime purpose of the JPAG is to drive forward and oversee the Joint Arrangements between Taunton Deane, and West Somerset. To achieve this overall aim, the JPAG shall (as part of its responsibilities):

- Oversee the delivery of the approved business case for the joint management and shared services to serve the districts of Taunton Deane and West Somerset and present conclusions and comments to the Authorities both initially and on an ongoing basis.
- Understand the benefits gained and lessons learned from other similar successful and also failed attempts to integrate District Councils and present the findings to the Authorities.
- Detail the risks, dependencies and resource and policy implications to the Authorities of taking this step and suggest any mitigating actions.
- Propose a communications plan to inform elected members, staff and managers in the Authorities, the media and (where and when appropriate) to residents in the relevant Districts.
- Subsequently, consider the next stages of delivering efficiencies through service integration, make any necessary suggestions on the future governance of that process and if requested identify suitable services and a timetable for integration and report accordingly.

APPENDIX TWO

Member Working Groups (“MWGs”)

- The Joint Partnership Advisory Group (“JPAG”) may create and disband specific Member Working Groups (“MWGs”) to advise the JPAG on specific issues.
- The JPAG shall decide the terms on which each of the MWGs are created and disbanded.
- The MWGs will operate as task and finish groups with a clear set of terms of reference and a target date for reporting to the JPAG and disbandment.
- Each MWG shall consist of the same number of members from each Authority.
- The MWGs shall not have decision making powers. Each MWG shall report to the JPAG with clear comments/suggestions which the JPAG shall consider and deliberate on, or shall refer to each Authority for consideration.
- Each MWG has no power to commit any of the Authorities financially but may be allocated a budget to facilitate efficient and timely working.
- Each MWG must update the JPAG after every MWG meeting and at other times as required.
- The venue for meetings of the MWGs will alternate between the Authorities’ offices and will be chaired by a member of the host authority as agreed by the MWG.