

# Cabinet Agenda



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Date: 14 January 2016

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A meeting of the

## Cabinet

will be held on Thursday 28 January 2016 at 6.35 pm (or on the adjournment of South Oxfordshire District Council's Cabinet meeting)

Meeting Room 1, 135 Eastern Avenue, Milton Park, Milton, OX14 4SB

### Cabinet Members:

#### Councillors

Matthew Barber (Chairman)

Roger Cox (Vice-Chairman)

Eric Batts

Charlotte Dickson

Mohinder Kainth

Sandy Lovatt

Mike Murray

Elaine Ware

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A handwritten signature in black ink, appearing to read 'M Reed'.

Margaret Reed

Head of Legal and Democratic Services

## Agenda

### Open to the Public including the Press

#### Council's vision

The council's vision is to take care of your interests across the Vale with enterprise, energy and efficiency.

Vale of White Horse District Council

Cabinet agenda - Thursday, 28 January 2016

## **1. Apologies for absence**

To receive apologies for absence.

## **2. Declarations of interest**

To receive any declarations of disclosable pecuniary interests in respect of items on the agenda for this meeting.

## **3. Urgent business and chairman's announcements**

To receive notification of any matters which the chairman determines should be considered as urgent business and the special circumstances which have made the matters urgent, and to receive any announcements from the chairman.

## **4. Statements, petitions, and questions relating to matters affecting the Cabinet**

Any statements, petitions, and questions from the public under standing order 32 will be made or presented at the meeting.

## **5. Corporate services procurement - designation of preferred bidders** (Pages 3 - 72)

To consider the strategic director's report.

## **6. Exclusion of the public, including the press**

The chairman to move that in accordance with Section 100A(4) of the Local Government Act 1972, the public, including the press, be excluded from the remainder of the meeting to prevent the disclosure to them of exempt information, as defined in Section 100(l) and Part 1 of Schedule 12A, as amended, to the Act when the following items are considered:

### **Corporate services procurement – designation of preferred bidders**

(Category 3 - Information relating to the financial or business affairs of any particular person (including the authority holding that information.)

### **Exempt information under section 100A(4) of the Local Government Act 1972**

The council hereby gives notice that it intends to hold part of this Cabinet meeting in private to consider the following items for the reasons set out in the 'exclusion of the public, including the press' item above.

## **7. Corporate services procurement - designation of preferred bidders** (Pages 73 - 120)

To note appendices 6 to 10 attached.

# Joint Scrutiny Committee and Cabinet report



Report of Strategic Director

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To: JOINT SCRUTINY COMMITTEE

DATE: 21 January 2016

To: South CABINET

DATE: 28 January 2016

To: Vale CABINET

DATE: 28 January 2016

## Corporate services procurement – designation of preferred bidders

Recommendations:

That the Joint Scrutiny Committee considers the report and submits any comments to the Cabinets.

That Cabinet:

- (a) designates Capita as the preferred bidder for Lot 1 of the 5 Councils new joint corporate services contract from 1 August 2016
- (b) designates Vinci as the preferred bidder for Lot 2 of the 5 Councils new joint corporate services contract from 1 August 2016
- (c) authorises the strategic director for finance, in consultation with the relevant Cabinet members, to agree the final terms and complete the new corporate services contract documents, and authorises the head of legal and democratic

services to enter into the contracts and any other necessary agreements

- (d) agrees to enter into an Inter Authority Agreement (IAA) with the four partner councils substantially in the form attached as appendix 1 to this report and delegates authority to the Chief Executive, in consultation with the relevant Cabinet members, to finalise the terms of, and to enter into, the agreement
- (e) agrees to set up a Joint Committee as set out in the IAA and in accordance with the details set out in appendix 3 to this report and to delegate authority to the Chief Executive to finalise the terms of reference of the committee
- (f) agrees to the establishment of a joint client side team, based on the principles set out in appendix 2 to this report
- (g) recommends Council to:
  - (i) agree to establish a corporate services Joint Scrutiny Committee in accordance with the draft terms of reference outlined in appendix 4 to this report
  - (ii) authorise the Chief Executive to finalise the terms of reference of the committee
  - (iii) authorise the Head of Legal and Democratic Services to appoint members and substitutes to the committee in accordance with the wishes of the relevant group leader(s) and make consequential changes to the constitution.

## **Purpose of Report**

1. The corporate services project commenced in April 2014, attracting three new district council partners and generating substantial market interest ahead of two simultaneous EU procurement exercises carried out using a competitive dialogue process. Tenders have now been received and evaluated. This report sets out the results of the evaluation process and recommends how services should be delivered most cost effectively in future.

## **Corporate Objectives**

2. This project explored the main alternative service delivery option to in-house provision. Instead of teams of council employees directly delivering services to residents the project tested whether the major private sector service providers could achieve greater value for money by outsourcing.
3. The project and associated procurement exercises set out to directly contribute to the following corporate objectives:
  - strategic objective 1 – excellent delivery of key services, in particular the delivery of high performing services
  - strategic objective 2 – effective management of resources, in particular the councils continuing to work together to extend the sharing of services and resources, such as a shared client team and a private sector provider for a number of services.

## Background

4. At its meeting in December 2014, Cabinet considered and approved the range of services to be market tested, the completion of a procurement strategy, and the principles of the governance of the procurement process.
5. A Steering Group of senior managers, supported by a Project Board of the Leaders/Portfolio Holders and chief executives across the five councils has therefore been seeking to build on these Cabinet approvals and to set out a way forward for the design of a new service delivery arrangement and potential outsourcing.
6. There are a number of key choices, which the Cabinet has to make, and a number of factors to take into account, in a decision whether to outsource services. This paper discusses those choices and factors and recommends a route for Cabinet to adopt.
7. The Steering Group's discussions have been facilitated by additional expert advice from the councils' specialist consultants, New Networks Limited (Procurement/Commercial) and Sharpe Pritchard LLP (Legal).

## Procurement Process

8. In addition to re-tendering services which South and Vale contracted out ten years ago to Capita, the councils also invited firms to tender for a range of services currently delivered by in house teams:

<b><u>Lot 1 (data based services)</u></b>	<b><u>Lot 2 (property based services)</u></b>
Accountancy	Property management
HR	Facilities management
IT operations	Car parks
Land charges	
Licensing	
Procurement	
Already contracted out services: council tax collection & council tax reduction scheme, business rate collection, housing benefit administration, payroll, provision of financial management system, accounts payable and accounts receivable, customer services (switchboard and reception)	

9. In December 2014 Cabinet agreed to go out to tender for all of the above services in two lots and to do so on the basis of seeking the most economically

advantageous bid for each lot. The agreed evaluation criteria weighting was on the basis of 60% quality and 40% price split.

10. Officers placed the OJEU advert seeking expressions of interest from interested parties on 16 March 2015. Officers received 190 expressions of interest, and bidders returned nine completed pre-qualification questionnaires (PQQs) by the deadline of 16 April 2015.
11. Officers and the 5 councils' strategic consultant evaluated the PQQs and shortlisted four Lot 1 and four Lot 2 bidders to progress to the next stage of the procurement process. Officers invited these eight bidders to submit their outline solutions (ISOS) by 12 noon on 4 June and, following evaluation of the bids, invited two bidders from each lot to enter into competitive dialogue with the councils with close of dialogue on Thursday 12 November 2015. This process enabled the evaluation team and service experts to discuss and clarify the proposals of the two final bidders. The two bidders for each lot were then invited to submit their final tenders (ISFT) by 2 December 2015 for Lot 2 and 11 December 2015 for Lot 1. Tenders have now been received and evaluated.

### **Procurement outcome/evaluation**

12. The councils received two final tenders for each lot by the deadlines of 2 and 11 December 2015. As permitted by the Public Procurement Regulations, clarification of certain aspects of each of the bids has since been undertaken.
13. The evaluation has been carried out on the basis of a joint contract for all five councils as this is what was stipulated in the contract documents.
14. Each stage of the procurement process has been focussed on retaining and improving customer service, whilst increasing value for money. The procurement strategy considered by the Project Board, established the key outcomes the councils wished to achieve for the new services and this was built into many areas of the invitation to tender including customer service, health and safety and quality assurance. Tenderers were required to submit service delivery plans which were compared to these outcomes. Officers reviewed the final tenders and scored them against the published evaluation criteria which are attached to this report as appendix 5.
15. During the life of the contract the contractors will be monitored to ensure that the contractual standards are always attained or improved upon.
16. The outcome of the evaluation is set out in detail in appendix 8 (confidential) and is summarised as follows:

Lot 1	Ranking 1	Capita
Lot 2	Ranking 1	Vinci

A summary of these bids is attached at appendix 6 (confidential)

**Technical /Business case**

17. Both of the recommended bidders have responded positively to the councils' requirements. Their service delivery plans demonstrate a thorough understanding of each service as well as their more extensive experience. Their solutions provide robust mobilisation plans to properly resource and plan for the changes ahead, transition arrangements to transfer the current operations over to their control, transformational capability to invest in better software, equipment and technology to improve the services and future capacity to deliver continuous improvement across the nine years.
18. For illustration, the two bidders provide added value in the following areas:
- Innovation and transformation teams which provides specialist expertise, capacity and resources to generate new ideas to improve retained and contracted-out services throughout the term of the contract.
  - A new district council agile business model which will be attractive to many financially-challenged councils in the near future, which will be marketed aggressively by suppliers and councils to our financial benefit
  - Access to leading specialist experts in the fields of business insight and analytics to better understand residents' needs and inform service development
  - Investment in customer relationship management and other corporate software solutions, giving us much greater capability and functionality
  - Extensive commercial expertise in facilities management, property management and car parking, offering better quality decision-making and opening greater opportunities for service development
  - Expert condition surveys of all council property portfolio, providing fully costed backlog maintenance schedules – allowing Councils to bring properties fully up to Health and safety compliance levels and contractually keeping them at that level
  - Investment in integrated property management software, committing to accurate, complete and up-to-date property database (which neither council has ever had), with much better real time management information
  - Developing car park patrollers into civil enforcement officers whose role will expand to deliver added value services to the districts e.g. envirocrime enforcement, congestion management, air pollution monitoring

### **Cost /commercial**

19. The business case for 5 councils collaborating on a joint procurement assumed the market would respond favourably to the opportunity to aggregate multiple councils' volumes to achieve economies of scale not possible for any single council. This procurement has successfully proven the business case and exceeded our expectations.
20. Originally officers predicted modest savings of 5% off current council baseline costs. After the partnership was formed and single service specifications were agreed our predicted saving estimates rose to 10%. By the time we commenced the procurement we used a sophisticated financial evaluation model comprising targets for:

Initial saving – 10%

Contract term total saving – 25%

Reduced cost by contract end– 35%

21. These were upper limits. However, as can be seen below in paragraph 41 of this report, these targets were exceeded by one of the bidders.
22. The quality proposals also exceeded officer expectations. In particular, the bidders have demonstrated improved day-to-day services, whilst introducing far greater transformation opportunities than are possible with inhouse operations and council investment constraints.
23. The combination of having two commercial service-delivery partners, who are incentivised to improve service delivery and market this model to other councils (which will benefit us), plus fellow council partners who are incentivised to share best practice and provide friendly peer pressure, provides a powerful and innovative operating model which will enable us to overcome the many local government pressures ahead.

### **Preferred bidders**

24. Taking all of the above into account, officers recommend Cabinet to select Capita as the preferred bidder for Lot 1 and Vinci for Lot 2.

### **Timetable**

25. If the Cabinet agrees the recommendations, the councils working collaboratively can seek to sign the contracts with Capita and Vinci to enable a suitable 'mobilisation' period both for the operators and the councils, so as to ensure a transfer of services from 1 August 2016
26. Assuming Cabinet decides to go ahead, next stages of work would include:

Finalise joint client structure and appoint to manager role	February 2016
Sign contracts for Lot 1 and Lot 2	April 2016
Confirmation of joint client team and any additional transitional resources	April 2016
Finalise arrangements for the Joint Committee and Joint Scrutiny Committee	Summer 2016
Services are delivered to South and Vale with the potential for certain other councils' services to come forward	August 2016

### **Inter Authority Agreement (IAA)**

27. The councils entered into an Inter Authority Agreement to ensure the effective delivery of the procurement phase of this project. This agreement established several key principles including the creation of a multi authority project team, led by a senior officer from each council to ensure that the project was delivered effectively whilst providing an opportunity to advocate for their own council, if



required. The officers supported a project board comprising the Leader/Portfolio Holder and chief executive of each council.

28. Should the Council approve the outsourcing, for the good governance of the future partnership of the councils working collaboratively, a new Inter Authority Agreement (IAA) will provide clarity on how and where decisions will be made throughout the contract term, how costs and benefits will be shared and how disputes between the councils will be resolved. Details of the IAA are outlined in appendix 1.

### **Joint client team**

29. Should the council outsource, it would still retain some elements of costs. This will include joint client management costs, to ensure effective management of the contract, as well as some resources (which sit outside the specifications) to meet our policy and strategy requirements which will help identify the IT and HR strategies that will continue to support the councils' corporate priorities.
30. The IAA sets out details of the mechanism for contributions to pay for the joint client team based on the percentage of the Lot 1/Lot 2 contract costs that are being paid by that council. Further details regarding the operation of the joint client team are set out in appendix 2.
31. These costs have been included in the financial information provided in appendix 7 (confidential)

### **Joint Committee**

32. As part of these proposals, the officer recommendation is that Cabinet agree the establishment of a Joint Committee, replacing the existing Project Board of Leaders/Portfolio Holders and chief executives, to ensure a strategic approach to the management of these contracts, addressing issues that may be common across all councils and bring a consistency of approach from all councils in the partnership. The arrangement should also lead to more effective ways of working with the providers and partner authorities.
33. The IAA sets out the legal framework for the operation of a Joint Committee. The Joint Committee would also have terms of reference setting out its governance structures and procedures for its strategic activity across all the councils. Each council would be represented through the relevant Portfolio Holders, supported by a senior manager. Details of the draft terms of reference for the Joint Committee are set out in appendix 3.

### **Joint Scrutiny Committee**

34. Should Cabinet approve the creation of a Joint Committee which is to exercise executive functions, then it is also a recommendation that Cabinet recommends Council to agree to the forming of a corporate services Joint Scrutiny Committee. This Committee, with representatives from each council, would meet at least annually to monitor and review performance of the contracts and would act as a consultative body in relation to new or changed policies or services. Draft terms of reference are outlined in appendix 4.

## **Staffing implications**

35. There are a number of staff who are affected by this potential outsourcing. As a result, the Strategic Director has taken the opportunity to engage both with Unison and the staff themselves (either at team meetings or on an individual basis) to keep them informed of the process.
36. The staff affected by this joint procurement fall into two categories: those that may be subject to TUPE transfer to a new service provider and those that may be transferred to the joint client team and remain employees of their respective councils, in the first instance, but may be transferred to another partner council in time. Some jobs would be geographically relocated as the new service providers intend to consolidate roles in existing service centres in other parts of the country.

## **Equalities implications**

37. Specialist equalities and diversity officers, including the South and Vale Equalities Officer, independently assessed the bids. The results are set out below.

### **Lot 1 – Capita**

38. Having considered the impact on residents and staff with protected characteristics, it is the council's view that the overall impact on the council's ability to eliminate discrimination and advance equality of opportunity is likely to be positive. There is likely to be a neutral impact on our ability to foster good relations between people who share a protected characteristic and people who do not share it. The councils believe that the service and employment changes for Capita are compatible with the rights under the Convention of Human Rights.

### **Lot 2 – Vinci**

39. Having considered the impact on residents and staff with protected characteristics, it is the council's view that the overall impact on the council's ability to eliminate discrimination and advance equality of opportunity is likely to be positive for residents and neutral for staff. There is likely to be a neutral impact on our ability to foster good relations between people who share a protected characteristic and people who do not share it. The councils believe that the service and employment changes for VINCI are compatible with the rights under the Convention of Human Rights.

The full assessment is set out in appendix 10 (confidential).

## **Financial Implications**

40. The cost of the new contract over its expected 9 year term represents a substantial reduction on current baseline cost. Further details are contained within the confidential appendices and elsewhere. Projecting over 9 years the Contract is estimated to deliver savings to the tax payer across all 5 Councils of £50.65m; whilst delivering a broad range of services in Lot 1 and 2.

41. The financial models are based on three criteria to ensure savings are delivered throughout the life of the contract.

## South

The impact for South under each criteria is as follows:

### **Initial saving against baseline - Year 1**

- Lot 1 saving £0.329m (10.3%)
- Lot 2 saving £0.067m (10.0%)

### **Overall financial benefit against the base budget across the period of the Contract**

:

- Lot 1 saving £8.017m (27.4%)
- Lot 2 saving £0.910m (15.0%)

### **Operational Cost Reduction at Hand Back (contract end)**

- Lot 1 saving £1.383m (43.3%)
- Lot 2 saving £0.165m (25.0%)

*These figures exclude any impact of the new client function.*

## Vale

The impact for Vale under each criteria is as follows:

### **Initial saving against baseline - Year 1**

- Lot 1 saving £0.330m (10.3%)
- Lot 2 saving £0.073m (10.0%)

### **Overall financial benefit against the base budget across the period of the Contract**

- Lot 1 saving £8.047m (27.4%)
- Lot 2 saving £1.010m (15.0%)

### **Operational Cost Reduction at Hand Back (contract end)**

- Lot 1 saving £1.388m (43.3%)
- Lot 2 saving £0.184m (25.0%)

*These figures exclude any impact of the new client function*

## Legal Implications

42. Officers asked all bidders to confirm their acceptance of the contract terms and all bidders substantially confirmed this. Various derogations were agreed in dialogue and where further derogations were made in the submission of final tenders all of

these have been taken into account in evaluation. These points will be further clarified with each preferred bidder. Therefore, it is not anticipated that there will be any additional issues encountered to prevent the signing of the contracts once awarded. The principal contractual derogations and any risk associated with them are set out in appendix 9 (confidential).

## **Risks**

43. As this project involves a major procurement, a new partnership venture and a major organisational change programme, there are many risks which have been successfully managed to date. Going forwards, the risks change and will continue to require careful management and mitigation. The key risks are summarised below.
44. The procurement process is governed by UK legislation and includes a legal challenge stage after contract award. Any of the unsuccessful bidders, or indeed any party, can submit a challenge if they believe the process has breached procurement rules. This could delay the start of the contract and disrupt services. The project steering group and client team will continue to ensure compliance in order to discourage and defend any challenge.
45. The new partnership of five councils requires each council to give up a degree of autonomy, in order to make consensus and compromise decisions which are in the best interest of the partnership. This is a realised issue rather than a theoretical risk. The risk is that one or more councils put their own interests ahead of the partnership and hinder service improvements and transformation during the contract term.
46. The preferred bidders' solutions meet the councils' objectives of improved value for money and transformational capability. However, the bidders have stated a number of dependencies which the councils need to meet in order to receive the full benefits of the proposed solutions. The main dependency is that the partnership must act as a single client rather than five separate clients, pulling it in different directions. Otherwise the efficiencies and economies from consolidation, integration, harmonising and standardisation will evaporate and the contract sums will rise.
47. Outsourcing also results in the councils giving up a degree of autonomy. Instead of the councils having inhouse service teams which it can control directly, the councils will enter into contracts for the suppliers to use their own teams to deliver the services. If the councils wish to change service delivery they will need to negotiate a mutually agreeable contract variation with the suppliers. Appointing experienced, skilled and resilient contract managers to the client team will ensure the councils' evolving needs are met.
48. The quality of delivered services will be dependent on the contractors, which will always be a risk. In mitigation, the preferred bidders have responded positively to the high quality performance management regime the councils specified, which is more extensive than the current inhouse regimes. There are robust pay and performance mechanisms which will incentivise the suppliers to meet (or exceed) the performance indicators. There are a range of other interventions and escalations remedies to enforce the contract. Once again, having capable client

team members to proactively manage the suppliers and collaborate across organisations to solve problems is key.

## **Sustainability Implications**

49. Specialist sustainability officers, including the South and Vale Climate Change Officer, independently assessed the bids. The results are set out below.

### **Lot 1 – Capita**

50. On an annual basis the supplier should (as set out in Contract section 8) identify ways of working that would enable reductions in the total energy consumed in the delivery of services. This is not mentioned in the submission. In particular, the supplier should reduce energy and water usage associated with the delivery of procurement services.
51. The contractor is required to provide, without charge, any data required by the councils to meet their obligations under the national Greenhouse Gas Emissions Protocol and any replacement schemes or legislation.

### **Lot 2 – Vinci**

52. The contractor proposes to retain a significant portion of all energy savings through a gainshare proposal. It is important that the method to be used for measuring savings is agreed at the start of the contract. The contractor should be reimbursed for savings arising from their direct actions and not for savings due to changes in independent variables which could include mild weather, reduced opening hours or occupancy changes. The Independent Performance Measurement and Verification Protocol can be used for this purpose. The contractor should also pay an equivalent percentage back to the council should energy costs increase.
53. If the councils choose at any time to change the method of energy/fuel supply at any of their properties, the contractor should be responsible for the management of any replacement equipment without additional charge.

The contractor is required to provide, without charge, any data required by the councils to meet their obligations under the national Greenhouse Gas Emissions Protocol and any replacement schemes or legislation. The councils also expect the contractor to manage, and reduce the consumption of, water which is not mentioned in the submission.

54. South and Vale expect to make significant savings in energy costs over the contract period for the reasons noted below. These will not be due to actions undertaken by the contractor and should be specifically noted in the contract and excluded from the gainshare agreement.
- the councils expect to move from 135 Eastern Avenue to new purpose-built offices which will be substantially more energy efficient.
  - the councils moved to 135 Eastern Avenue during the baseline year and incurred substantial initial utility costs which will not be replicated in future years. These

were due to being charged 'out of contract' energy tariffs and due to inheriting a Building Management System with an inappropriate set up.

- energy saving projects are being delivered by the councils at 135 Eastern Avenue, the Beacon and Cornerstone in the baseline year

## Conclusions

55. Cabinet is recommended to approve the outsourcing of services encompassed by Lot 1 and Lot 2, to appoint preferred bidders and to authorise the strategic director to finalise the terms of the contract documents. Cabinet is also recommended to authorise the chief executive to enter into an Inter Authority Agreement, to agree to set up a Joint Committee, to agree to set up a joint client structure and to recommend Council to establish a Joint Scrutiny Committee, to ensure the effective management and performance of these services.

## Background Papers

None

## List of appendices to this report

Appendix 1	Draft inter authority agreement
Appendix 2	Single joint client team principles
Appendix 3	Joint committee draft terms of reference
Appendix 4	Joint Scrutiny committee draft terms of reference
Appendix 5	Tender evaluation criteria
Appendix 6	Summary of bid proposals ( <b>confidential</b> )
Appendix 7	Bid financial information ( <b>confidential</b> )
Appendix 8	Tender evaluation results ( <b>confidential</b> )
Appendix 9	Contractual derogations ( <b>confidential</b> )
Appendix 10	Equality impact assessments ( <b>confidential</b> )

## **Draft Inter Authority Agreement**

DATED

2016

;

**HART DISTRICT COUNCIL;**

**HAVANT BOROUGH COUNCIL;**

**MENDIP DISTRICT COUNCIL**

**SOUTH OXFORDSHIRE DISTRICT COUNCIL;**

**and**

**VALE OF WHITE HORSE DISTRICT COUNCIL**

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**INTER AUTHORITY AGREEMENT**

**relating to the corporate services contracts  
procured following a joint procurement  
undertaken by the Councils**

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**SHARPE PRITCHARD  
ELIZABETH HOUSE  
FULWOOD PLACE  
LONDON  
WC1V 6HG**



## CONTENTS

<b>1. DEFINITIONS AND INTERPRETATION</b>	<b>1</b>
<b>2. COMMENCEMENT AND DURATION</b>	<b>3</b>
<b>3. EFFECT OF THE IAA</b>	<b>3</b>
<b>4. ACTING IN GOOD FAITH AND REASONABLY</b>	<b>3</b>
<b>5. REPORTS AND RECORDS</b>	<b>4</b>
<b>6. CONTRACT MANAGER</b>	<b>5</b>
<b>7. DECISION MAKING</b>	<b>5</b>
<b>8. SIX MONTHLY REVIEW</b>	<b>5</b>
<b>9. AD HOC REVIEW MEETINGS</b>	<b>6</b>
<b>10. CHANGES</b>	<b>7</b>
<b>11. PAYMENT PROVISIONS</b>	<b>8</b>
<b>12. INDEMNITY FOR PARTY'S DEFAULT</b>	<b>8</b>
<b>13. DISPUTE RESOLUTION</b>	<b>8</b>
<b>14. PUBLIC RELATIONS AND PUBLICITY</b>	<b>8</b>
<b>15. NOTICES</b>	<b>8</b>
<b>16. ENTIRE AGREEMENT</b>	<b>9</b>
<b>17. AGENCY</b>	<b>9</b>
<b>18. ASSIGNMENT</b>	<b>9</b>
<b>19. WAIVER</b>	<b>9</b>
<b>20. SEVERABILITY</b>	<b>10</b>
<b>21. RIGHTS OF THIRD PARTIES</b>	<b>10</b>
<b>22. LAW AND JURISDICTION</b>	<b>10</b>
<b>23. COUNTERPARTS</b>	<b>10</b>

## INTER AUTHORITY AGREEMENT

### A DEED DATED

2016

### PARTIES

- (1) **HART DISTRICT COUNCIL** of Civic Offices, Harlington Way, Fleet, Hampshire GU51 4AE (subsequently referred to as "Hart");
- (2) **HAVANT BOROUGH COUNCIL** of Public Services Plaza, Civic Centre Road, Havant, Hampshire PO9 2AX (subsequently referred to as "Havant");
- (3) **MENDIP DISTRICT COUNCIL** of Council Offices, Cannards Grave Road, Shepton Mallet, Somerset BA4 5BT (subsequently referred to as "Mendip");
- (4) **SOUTH OXFORDSHIRE DISTRICT COUNCIL** of 135 Eastern Avenue Milton Park Milton OX14 4SB (subsequently referred to as "South Oxfordshire");
- (5) **VALE OF WHITE HORSE COUNCIL** of 135 Eastern Avenue Milton Park Milton OX14 4SB (subsequently referred to as "Vale");

(together the "Parties").

### RECITALS

- (A) On [ ] 2015, the Parties placed a joint contract notice in the Official Journal of the European Union, seeking expressions of interest from providers for corporate services to be provided to the Parties (the "Corporate Services").
- (B) Following the procurement exercise, the Parties decided to award the contracts to [ ] (Company Registration No. [ ]) of [ ] (the "Lot 1 Supplier") and [ ] (Company Registration No. [ ]) of [ ] (the "Lot 2 Supplier". Those contracts were entered into on [ ].
- (C) The Parties wish to continue with the joint approach that they have taken with the procurement in order to ensure that the Corporate Service Contracts have a single point of management and that the Mutual Aims are achieved. To that end the Parties have established the Joint Committee.
- (D) To achieve their desired result the Parties wish to enter into this agreement in order to define the governance of their relationship and in order to set out the joint approach they will take in the management of the Corporate Services Contracts.

## 1. DEFINITIONS AND INTERPRETATION

### 1.1. Definitions

In this IAA, unless the context otherwise requires the following terms shall have the meanings given to them below:

Ad Hoc Reviews	means the reviews conducted in accordance with clause 9;
Contract Manager	means the person appointed to this role in accordance clause 5.1
Contributions	means the amounts to be paid by the Parties in accordance with clause 12 and Schedule 8
Corporate Contract(s)	Services means the contract(s) (together with their schedules) dated [ ] that the Parties have entered into with the Lot 1 Supplier and/or the Lot 2 Supplier for the provision of the Services
Deputies	means those persons appointed to in accordance with clause 5.3
Dispute Resolution Procedure	means the procedure for the resolution of disputes set out at clause 13;
Effective Date	means the date of the Corporate Services Contracts;
Expiry Date	means the date which is defined in the Corporate Services Contracts as being the end of the "Term";
IAA	means this inter authority agreement (including its schedules);
IAA Commencement Date	means the date of this IAA;
Joint Committee	means the joint committee established under [section 101(5) of the Local Government Act 1972 and section 20 of the Local Government Act 2000] by the parties to be responsible for the management of the Corporate Services Contract, the terms of reference of which are set out at Schedule 1
Joint Scrutiny Committee	means the joint committee established under [section

101(5) of the Local Government Act 1972 and section 20 of the Local Government Act 2000] by the parties to be responsible for the overview and scrutiny of the Joint Committee management of the Corporate Services Contract, the terms of reference of which are set out at Schedule 2

Lot 1 Supplier	means [insert name of successful bidder] (Company Registration No. [ ] of [ ]);
Lot 2 Supplier	means [insert name of successful bidder] (Company Registration No. [ ] of [ ]);
Mutual Aims	means the shared objectives of the Parties as set out in Schedule 3 of this IAA;
Project	means the Corporate Services Contracts and the delivery of the Services
Project Strategic Group	means the body established under clause 8;
Representative	means a person (or their nominated deputy) appointed by each party to represent them at meetings of the Project Strategic Group
Review	means the activity described in clauses 8 and 9;
Review Notice	means the notice as described in clause 9;
Review Procedure	means the procedure for review set out at clauses 8 and 9;
Service Charges	means the amounts payable by the Parties to the Suppliers in consideration of the Services pursuant to Schedule 7.1 of each of the Corporate Services Contracts
Service Levels	means those service levels identified and defined in the Corporate Services Contracts
Services	those services provided under the Corporate Services Contracts by the Suppliers
Supplier(s)	means the Lot 1 Supplier and/or the Lot 2 Supplier
Transition Lead	means an officer of the applicable Party with the appropriate skills and experience to contribute to the planning of the Transition Phase implement and co-

ordinate such actions as may be necessary to ensure that the requirements of the Transition Phase are successfully delivered

Transition Phase

means the period of the Project in which changes to the ways in which Services are delivered by the Suppliers take place in accordance with the Corporate Services Contracts and the requirements of the Transition Phase are to ensure that the savings and efficiencies to be delivered by changes to the delivery of the Services are achieved

## 1.2. Interpretation

In this IAA, except where the context otherwise requires:

- 1.2.1. the masculine includes the feminine and vice-versa;
- 1.2.2. the singular includes the plural and vice-versa;
- 1.2.3. a reference in this IAA to any clause, sub-clause, part, paragraph, schedule, appendix or annex is, except where it is expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule, appendix or annex of this IAA;
- 1.2.4. save where stated to the contrary, any reference to this IAA or to any other document shall include any permitted variation, amendment, or supplement to such document;
- 1.2.5. any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;
- 1.2.6. headings are for convenience of reference only;
- 1.2.7. words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words;
- 1.2.8. any obligation on a Party to do any act matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done; and
- 1.2.9. subject to any express provisions to the contrary, the obligations of either Party are to be performed at that Party's own cost and expense
- 1.2.10. words and expressions beginning with capital letters which are not defined above have the meanings given to them in the Corporate Services Contracts

## **2. COMMENCEMENT AND DURATION**

2.1. This IAA will commence from the Effective Date of the Corporate Services Contracts and continue in full force and effect until:

2.1.1. the Expiry Date of the Corporate Services Contracts; or

2.1.2. if one Corporate Services Contract is subject to early termination, the Expiry Date of the surviving Corporate Services Contract; or

2.1.3. if both Corporate Services Contracts are subject to early termination, the Termination Date of the second of the Corporate Services Contracts to be terminated

(whichever date is the earlier). Notwithstanding the Expiry or early termination of the Corporate Services Contracts or either of them, clauses [3 ] to [13 ] of this Agreement shall remain in force until all outstanding issues and any disputes arising out of the Corporate Services Contracts or either of them have been resolved.

2.2. If the term of either or both of the Corporate Services Contracts are extended in accordance with clause 4 of those contracts, the term of this IAA shall be extended until the expiry of any Extension Period

2.3. Any Party which exercises its right to terminate both of the Corporate Services Contracts under clause 33.1(a) or 33.1(b) in circumstances where Corporate Services Contract remains in force shall cease to be a Party to this Agreement. If a Party exercises its right to terminate one of the Corporate Services Contracts in accordance with these clauses it shall cease to participate in this Agreement insofar as it relates to the Corporate Services Contract to which it is no longer a party.

## **3. EFFECT OF THE IAA**

Nothing in this IAA shall serve to obviate, reduce or otherwise affect the Corporate Services Contracts or the Parties' rights and obligations under the Corporate Services Contracts.

## **4. ACTING IN GOOD FAITH AND REASONABLY**

4.1. All the Parties agree to act in good faith and reasonably to:

4.1.1. resolve any difficulties between themselves openly, quickly and honestly, before any such issues have a negative impact on the operation of this IAA or any of the Corporate Services Contracts;

- 4.1.2. provide information to each other that will (or could) impact upon the obligations, rights and liabilities of any other Party to this IAA or to the Supplier; and
  - 4.1.3. mitigate any losses, costs or expenses incurred as a result of the application or breach of this IAA.
- 4.2. The Parties shall act at all times in a way that promotes effective partnership working. In particular, each Party will:
- 4.2.1. work in good faith with the other Parties towards the mutual advantage of the Parties;
  - 4.2.2. provide such reasonable information (as determined by the Party from whom the information is sought) to each of the other Parties in a form that is readily usable and in a full and timely manner. Relevant information shall include, without restriction or limitation:
    - 4.2.2.1. early warning of any potential failure by a Party or the Supplier in meeting their obligations under one or both of the Corporate Services Contracts where such failure might impact on the delivery of the Services to any other Party or where that potential failure might be indicative of the Supplier having committed a Default (as such term is defined in the Corporate Services Contracts) under the Corporate Services Contract(s);
    - 4.2.2.2. details of any actual failure by a Party or the Supplier in meeting their obligations under the Corporate Services Contracts;
    - 4.2.2.3. any other information that could reasonably be expected to impact upon this IAA, the Parties to this IAA, or the delivery of the Services under the Corporate Services Contracts (or any of them).
  - 4.2.3. co-operate in identifying, as early as reasonably possible, any issues or problems which will or may tend to prevent the achievement of the Mutual Aims and to reach and implement solutions to overcome such issues or problems and the identification and resolution of such issues and problems shall be a matter for the Project Strategic Group, or in the event that the Project Strategic Group are unable to agree, a matter for the Joint Committee.

## 5. CONTRACT MANAGER

- 5.1. The Parties shall appoint the Contract Manager. The Contract Manager shall have the powers and authority delegated to him/her by the Joint Committee to take steps on behalf of all the Parties as set out at Schedule 4.

- 5.2. [The Contract Manager shall have power to exercise the powers of the Contract Manager under the Corporate Services Contracts including the right to make deductions under the Payment Mechanism and to issue warning notices.] [DN: This clause can be moved to Schedule 4 when that is completed.]
- 5.3. The Contract Manager may appoint one or more Deputies. The Deputies may be employees of one or more of the Parties or an appointment of an external consultant. If the Contract Manager proposes the appointment of an external consultant the terms of the appointment shall be agreed by the Representatives. The salaries of the Contract Manager and any Deputies and the fees of any external consultants shall be met jointly by the Parties.
- 5.4. [The Contract Manager is an employee of [ ] Council and it is agreed that s/he is working jointly for the Parties to this Agreement in accordance with section 113 of the Local Government Act 1972.] [Terms of agreement to be included and may also be applicable to Deputies.]

## **6. REPORTS AND RECORDS**

- 6.1. The Parties agree to provide and share such information necessary to monitor and measure the overall performance of the Suppliers under the Corporate Services Contracts.
- 6.2. From the Effective Date the Contract Manager shall provide quarterly monitoring reports to members of the Project Strategic Group detailing:
  - 6.2.1. a summary of the Supplier's performance against the Service Levels;
  - 6.2.2. areas of particular success and issues that might have wider applicability;
  - 6.2.3. efficiency savings proposed and achieved;
  - 6.2.4. how any problems were resolved and any areas of non-performance by the Suppliers and the remedial action that the Contract Manager has taken or intends to take in respect of any default or failure by the Suppliers or either of them under the Corporate Services Contract(s).
- 6.3. The Parties shall operate this IAA on an "open book" basis in respect of the management of the Corporate Services Contracts.



## **7. DECISION MAKING**

- 7.1. The Parties have established the Joint Committee. The Joint Committee shall have the constitution and terms of reference set out at Schedule 1 or such other constitution and terms of reference as the Parties may agree. The Joint Committee shall meet at least every three months in accordance with its constitution.
- 7.2. The Parties have established the Joint Scrutiny Committee. The Joint Scrutiny Committee shall have the terms of reference set out at Schedule 2 or such other terms of reference as the Parties may agree. The Joint Scrutiny Committee shall meet at least annually and shall have the responsibility of scrutinising the operation of the Joint Committee and the Corporate Services Contracts. The Parties agree that issues which relate to the Corporate Services Contracts shall be subject to scrutiny by the Joint Scrutiny Committee and not by the Overview and Scrutiny Committees for the individual Parties unless there are exceptional circumstances and that issue relates to that Party only.

## **8. GOVERNANCE**

- 8.1. The Parties agree to participate in the following bodies to ensure the governance of the Project;
  - 8.1.1. The Project Strategic Group
  - 8.1.2. The Partnership Tactical Board/Joint Partnership Management Team
  - 8.1.3. The Service Improvement Groups
  - 8.1.4. The Innovation and Transformation Team
- 8.3. Meetings of the Project Strategic Group shall be held at least every three months in accordance with the programme set out at Schedule 5 unless otherwise agreed by the Parties. The Parties shall ensure that a Representative attends each meeting of the Project Strategic Group [but shall be quorate when four of the Parties are represented. The provisions of Schedule 5 shall apply.
- 8.4. For the avoidance of doubt, Representatives attending the Project Strategic Group shall have a suitable level of authority to make strategic decisions (including day to day management and operational decisions where appropriate) and to authorise the giving of instructions accordingly to the Supplier. Actions and recommendations of the Project Strategic Group shall be reached by consensus and (other than by way of guidance to assist in forming a further discussion).
- 8.5. The Project Strategic Group shall not have decision making powers beyond the level of authority of the attendees and the Project Strategic Group shall not have any power or authority to bind any Party. It is acknowledged that decisions and approval of

recommendations beyond the authority of a Representative of a Party shall be referred to the Joint Committee.

- 8.6 A recommendation to terminate the Corporate Services Contracts or either of them on the grounds of a Supplier Default shall be made by the Project Strategic Group to the Joint Committee, if satisfied that the breach of the Corporate Services Contract(s) is substantial and that it would be in the interests of all the Parties to terminate it, taking into account legal advice as to whether there are grounds for termination. The recommendation shall be referred to the Joint Committee for consideration. The Contract Manager shall notify each Party of the Joint Committee's recommendation and the reasons for it in writing within five Working Days of the date of the decision to make the recommendation. Each Party shall within three months of such notification make a decision as to whether to support the termination of the Corporate Services Contract(s). If any Party or Parties does not support the termination the other Parties shall consider whether to exercise the right of partial termination under clause 33.1(a) or (b) of the Corporate Services Contract(s).
- 8.7 The Parties shall arrange for the representatives referred to in Schedule 5 to attend the meetings of the Partnership Tactical Board/Joint Partnership Management Team, the Service Improvement Groups and the Innovation and Transformation Team in accordance with the provisions of Schedule 8.1 of the Corporate Services Contracts set out as Schedule 6 to this Agreement.

## **9. SIX MONTHLY REVIEW**

- 9.1. The Parties shall meet every six months to review the operation of this IAA and the Corporate Services Contracts.
- 9.2. Where possible the Review shall be programmed to suit each Party's political cycle and shall be brought forward or postponed by a reasonable time to allow for elections and for any new members to be in situ.
- 9.3. The Review shall be initiated by the Contract Manager sending an emailed notice to the email addresses for notices (contained in Schedule 7 (Delivery Addresses for Notices)) setting out any issues it would like to discuss at a meeting of the Project Strategic Group and inviting each Party to include items for the agenda of the Six Monthly Review meeting. Standing agenda items will include:
- 9.3.1. a general review (to include without limitation a review of any Supplier Defaults under the Corporate Services Contracts) of the Supplier's performance under the Corporate Services Contracts, including a review of the summary of the Supplier's performance against the Service Levels for the Corporate Services Contracts, as contained in the monitoring reports;
- 9.3.2. the impact of any Changes in Law;

- 9.3.3. a discussion of any proposed efficiency savings which might be beneficial to the parties as a whole;
  - 9.3.4. Changes that may be proposed by a Party;
  - 9.3.5. without prejudice to any other requirement of this IAA, a discussion of any proposed Change to the Corporate Services Contracts that might impact on the Services delivered to any other Party or which might further the achievement of the Mutual Aims of the Parties;
  - 9.3.6. opportunities for further and/or closer joint working;
  - 9.3.7. the effectiveness of the Service Levels in measuring the Supplier's performance;
  - 9.3.8. any other issues under the Corporate Services Contracts or this IAA that the Parties feel that should be brought to the others attention;
  - 9.3.9. In the 18 months prior to the Expiry Date, any possible extension of this IAA and/or the Corporate Services Contracts.
- 9.4. The written agenda and supporting papers will then be re-circulated to all Parties by the Contract Manager and should be in sufficient detail and where relevant include supporting papers to enable the Parties to take internal soundings and discuss the contents prior to the Six Monthly Review meeting.
- 9.5. Any Party may require an item to be added to the agenda by the Contract Manager.

## **10. AD HOC REVIEW MEETINGS**

- 10.1. Notwithstanding the Six Monthly Review process set out in clause 8 above, any Party to this IAA shall be entitled to call for a meeting of the Project Strategic Group (an 'Ad Hoc Review') to consider (without limitation) any matter in relation to the Corporate Services Contracts which in the view of that Party requires a decision or consideration of the Project Strategic Group which cannot be deferred until the next Six Monthly Review including any Changes (see clause 10 below)
- 10.2. A Review shall be called by a Party via an emailed notice (a Review Notice) sent to the email addresses for notices (contained in Schedule 7 (Delivery Addresses for Notices)) to the other Parties setting out in detail and (if necessary supporting information) of:
- 10.2.1. the nature of the Review;
  - 10.2.2. the reasons for it;
  - 10.2.3. the proposed action and/or solution;
  - 10.2.4. the Party or Parties potentially affected; and

- 10.2.5. how the proposed solution could or should be implemented.
- 10.3. The Project Strategic Group shall meet to discuss and carry out the Review within three weeks of the Review Notice having been served. Following such a meeting the Parties shall implement the actions (or action plan as the case may be) in accordance with the agreed timetable. The three week notice period provided in this clause 9.3 may be reduced by an appropriate time if the Party issuing the Review Notice reasonably considers the Review is urgent and states its reasons on the face of the Review Notice.
- 10.4. A Review shall be held on or about 18 months before the expiry of the Initial Term to consider whether to recommend that either or both of the Corporate Services Contracts should be extended beyond the Initial Term

## **11. CHANGES**

- 11.1. If a Party wishes to propose a Change to the Corporate Services Contracts pursuant to clause 13 and Schedule 8.2 of either of the Corporate Services Contracts which will have an impact on other Parties it shall arrange for the proposed terms of the Change to be discussed at a meeting of the Project Strategic Group. The Party seeking the Change, shall provide a paper, in consultation with the Contract Manager setting out the terms of the proposed Change, its likely impact on the other Parties and the implications as to the likely cost of the Change and/or any savings resulting from it. A Change that has no impact on the other Parties other than the Party proposing the Change may be implemented by the Contract Manager and any adjustment to the Service Charges shall be made by adjusting that Party's Contribution.
- 11.2. If the Supplier proposes a Change to the Corporate Services Contracts or either of them pursuant to clause 13 and Schedule 8.2 of the Corporate Services Contracts the Contract Manager shall arrange for the proposed terms of the Change to be discussed at a meeting of the Project Strategic Group. The Contract Manager shall provide a paper setting out the terms of the proposed Change, its likely impact on the Parties and the implications as to the likely cost of the Change and/or any savings resulting from it.

## **12. TRANSITION PHASE**

- 12.1. Each Part shall nominate its Transition Lead no later than [1<sup>st</sup> July 2016] and notify the other Parties of the name and contact details for that person.
- 12.2. The Parties shall work together in preparing a plan setting out the steps which need to be taken to ensure the successful implementation of the requirements of the Transition Phase. Such plan shall be completed and agreed between the Parties no later than [1<sup>st</sup> September 2016].

- 12.3. The Parties shall co-operate and work together during the Transition Phase in order to ensure that any necessary steps are taken and changes made to ensure the successful implementation of the requirements of the Transition Phase.

### **13. PAYMENT PROVISIONS**

- 13.1. The amounts of each Party's Contribution and the means by which the Contributions are calculated are set out in Schedule 8.
- 13.2. Each Party shall pay its Contribution in the manner set out in Schedule 8.
- 13.3. If one or more Parties exercises the right to terminate the Corporate Services Contracts in part under clause 33.1(a) or 33.1(b), then once the changes to the Service Charges have been calculated pursuant to clause 33.6(a) the Party or Parties which have exercised the right of partial termination shall pay to the Party or Parties which remain as parties to the Services Contract(s) the difference between the revised Service Charges calculated pursuant to clause 33.6 and the Services Charges payable by such Parties prior to the right of partial termination being exercised. If more than one Party has exercised the right of partial termination, then the amounts payable to the other Party/Parties pursuant to this clause shall be payable by them according to the proportion of the reductions made in accordance with Schedule 8.
- 13.4. Any amounts received by the Parties from the Supplier in respect of Losses under the Corporate Services Contracts shall be paid to the Parties in proportion to the extent of the Losses incurred by that Party/those Parties. Any amounts received by the Parties in respect of Service Credits shall be distributed in accordance with the provisions set out at Schedule 8.

### **14. INDEMNITY FOR PARTY'S DEFAULT**

- 14.1. If the Corporate Services Contracts or either of them is terminated by the Supplier for Authority Default (as defined in the Corporate Services Contract(s)) as a result of a default by one or more of the Parties, that Party/those Parties shall indemnify the other Parties against all losses, costs and other liabilities arising as a result of the termination for Authority Default.

### **15. DISPUTE RESOLUTION**

- 15.1. If there are any disputes or differences between the Parties or any of them in relation to the Corporate Services Procurement, they shall use their best endeavours to resolve such disputes amicably between themselves.
- 15.2. Any dispute between the Parties which has not been resolved without formal consideration shall be referred to the Project Strategic Group

- 15.3. If the dispute is not resolved by the Project Strategic Group it shall be referred to a meeting of the Joint Committee which shall use its best endeavours to ensure that the dispute is resolved.

## 16. CHANGES TO THE IAA

- 16.1. The Parties may make such amendments to this IAA as they think fit. Such changes may include the addition of further bodies as Parties to this IAA on such terms as the Parties may decide.

- 16.2. Any such amendment to the IAA shall be made in writing and executed by all Parties.

## 17. PUBLIC RELATIONS AND PUBLICITY

The Parties shall not by themselves, their employees, or their agents, and shall procure that its sub-contractors shall not, communicate with representatives of the press, television, radio or other communications media on any matter concerning the contents of this IAA without first consulting the Project Manager who shall be responsible for all such communications and who shall refer any issues relating to communications to the Project Strategic Group as necessary.

## 18. NOTICES

- 18.1. No notice required to be served upon any of the Parties under this IAA shall be valid or effective unless it is in writing and served:

- 18.1.1. by delivering the notice by hand to that Party at the relevant address set out in Schedule 7 (Delivery Addresses for Notices) or to such other address as that Party may notify the other Party in writing, and the notice shall be deemed to have been duly served at the time it is so delivered provided a receipt is obtained;

- 18.1.2. only where the terms of this IAA expressly permit it, emailed to the email addresses set out in Schedule 7 (Delivery Addresses for Notices); or

- 18.1.3. by posting the notice in a pre-paid envelope sent by recorded delivery and addressed to that Party at the relevant address set out in Schedule 7 (Delivery Addresses for Notices) or such other address as that Party may notify the other Party in writing and the notice shall be deemed to have been duly served two days after the date of posting.

- 18.2. Where any notice is deemed served pursuant to clause 18.1.1 after 4 p.m. on any day, the notice shall be deemed to have been served on the next working day.

**19. ENTIRE AGREEMENT**

- 19.1. Except where expressly provided in this IAA, this IAA constitutes the entire agreement between the Parties in connection with its subject matter and, in the absence of fraud, supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this IAA.
- 19.2. The Parties acknowledge that they have not entered into this IAA on the basis of any representation that is not expressly incorporated into this IAA.
- 19.3. Without limiting the generality of the foregoing, no Party shall have any remedy in respect of any untrue statement made to him upon which he may have relied in entering into this IAA, and a Party's only remedy is for breach of contract. Nothing in this IAA purports to exclude liability for any fraudulent statement or act.

**20. AGENCY**

Nothing in this IAA shall constitute a legal partnership or agency between the Parties.

**21. ASSIGNMENT**

This IAA is personal to the Parties and the rights and/or obligations under this IAA shall not be assigned, novated or otherwise transferred to any person other than to a successor body following a reorganisation within government or to a body which substantially performs any of the functions that previously had been performed by the affected Party. The Parties shall enter into such agreement and/or deed as may reasonably be required to give effect to such assignment, novation or transfer.

**22. WAIVER**

Failure by one Party to enforce the provisions of this IAA or to require performance by the other Party of any of the provisions contained in this IAA shall not constitute or be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of this IAA or any part thereof or the right of the former Party to enforce any provision in accordance with its terms.

**23. SEVERABILITY**

If any term, condition or provision of this IAA shall be held to be invalid, unlawful or unenforceable to any extent by a Court of competent jurisdiction, such term, condition or provision shall be severed and shall not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in this IAA.

**24. RIGHTS OF THIRD PARTIES**

The Parties agree that this IAA shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and any rights contained therein are excluded.

**25. LAW AND JURISDICTION**

This IAA shall be governed by and construed in all respects in accordance with the laws of England. Subject to clause 15, the English courts shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this IAA.

**26. COUNTERPARTS**

This IAA may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

EXECUTED AS A DEED by:

The common seal of **SOUTH OXFORDSHIRE DISTRICT COUNCIL**  
in the presence of:

Authorised Signatory

EXECUTED AS A DEED by:

The common seal of **VALE OF WHITE HORSE DISTRICT COUNCIL**  
in the presence of:

Authorised Signatory

EXECUTED AS A DEED by:



The common seal of **HART DISTRICT COUNCIL**  
in the presence of:

Authorised Signatory

EXECUTED AS A DEED by:

The common seal of **HAVANT BOROUGH COUNCIL**  
in the presence of:

Authorised Signatory

EXECUTED AS A DEED by:

The common seal of **MENDIP DISTRICT COUNCIL**  
in the presence of:

Authorised Signatory

**SCHEDULE 1**

**Terms of reference of Joint Committee**

**SCHEDULE 2**

**Terms of Reference of Joint Scrutiny Committee**

## SCHEDULE 3

### Mutual Aims

- [1. Support the achievement of each Authority's corporate targets through:
  - Development of insight and evidence based decision making
  - Integration of strategic planning and financial management
  - Helping customers input into service planning and redesign and self-service
  - Supporting multi-agency, partnership and two-tier collaborative working
  - Supporting community-led initiatives
  - Supporting growth in the areas served by the Authorities
  
2. Improve the satisfaction of customers and service users through:
  - Ensuring the public sector only needs to be told once
  - Simplifying engagement around key life events
  - Enabling customers to engage with each Authority through the devices they want to use
  - Ensuring customers and users can access information that is relevant to them
  - Resolving customer and user issues quickly
  - face to face service provided in a secure, accessible and fit for purpose environment
  - maintaining and enhancing the public perception of the Authorities as effective providers of public services
  
3. Improving the productivity of the Authorities' staff through:
  - Helping them to attract the right people and onboard them quickly
  - Ensuring they are equipped with the right skills throughout their employment
  - enabling them to work flexibly
  - supporting effective performance management
  - providing them with access to the right applications and management information
  - minimising administration and paper within the Authorities whilst retaining compliance
  - supporting effective and efficient workflow processes
  - providing access to fit for purpose working and meeting facilities
  
4. Achieve high levels of resilience and compliance through:
  - minimising dependency on specific locations to deliver service
  - standardising processes and applications
  - achieving open data standards
  - protecting the Authorities, their customers and their staff from unauthorised activity

engaging effectively with external assurance  
forecasting and planning for changes in levels of service demand  
achieving a highly utilised but flexible civic estate demonstrating transparency to the public

5. Deliver improved value for money through:

Ensuring the Authorities achieve greater financial benefits through collaboration

Harmonising and improving service performance

Consistent and unit-based pricing of common elements of scope

Developing a flexible partnership model that increases flexibility and innovation in the delivery and provision of the services and allows the Authorities to transfer services within the scope of this procurement at a date of their choosing

Reducing the cost to the Authorities of providing the services including reducing the unit cost of transactions

Encouraging the use of and access to the services through more cost effective and efficient channels and assisting with demand management

Enabling the Authorities to achieve efficiencies in, and better outcomes from, their client and contract management function

Enabling capability to support future transformation

Utilising modern approaches to the provision of ICT infrastructure and new technology generally.]

**SCHEDULE 4**

**Powers of Contract Manager**

**SCHEDULE 5**  
**Functions of Partnership Tactical Board/Joint Partnership Management Team,**  
**programme and membership**

**SCHEDULE 6**  
**Corporate Services Contracts Governance**



**SCHEDULE 7**  
**Delivery Addresses**

**Hart District Council**

Tricia Hughes  
Joint Chief Executive  
Civic Offices, Harlington Way, Fleet, Hampshire GU51 4AE

[Patricia.hughes@hart.gov.uk](mailto:Patricia.hughes@hart.gov.uk)

**South Oxfordshire District Council**

Steve Bishop  
Strategic Director  
135 Eastern Avenue Milton Park Milton OX14 4SB [Steve.bishop@southandvale.gov.uk](mailto:Steve.bishop@southandvale.gov.uk)

**The Vale of White Horses District Council**

Steve Bishop  
Strategic Director  
135 Eastern Avenue Milton Park Milton OX14 4SB  
[Steve.bishop@southandvale.gov.uk](mailto:Steve.bishop@southandvale.gov.uk)

**Mendip District Council**

Chris Atkinson  
Corporate Manager – Access to Services  
Council Offices,, Cannards Grave Road, Shepton Mallet Somerset BA4 5BT

[Chris.atkinson@mendip.gov.uk](mailto:Chris.atkinson@mendip.gov.uk)

**Havant Borough Council**

Jane Eaton  
Executive Head of Governance and Logistics  
Public Service Plaza, Civic Centre Road, Havant, Hampshire PO9 2AX

[Jane.eaton@havant.gov.uk](mailto:Jane.eaton@havant.gov.uk)

**SCHEDULE 8**  
**Payment Arrangements**

## **Client team – principles**

### **Corporate Services contract – Client side arrangements**

This short paper sets out the approach to managing the corporate services contract. The Project Board (including Leaders and Chief Executives) endorsed this approach at their meeting of the 7<sup>th</sup> January.

The services being outsourced under Lots 1 and 2 have a combined annual value of around £25 million. By any standards these are large contracts, particularly Lot 1, and will need careful and sophisticated management if they are to be delivered successfully.

The Lot 1 bidders have put in place strong management arrangements headed up by a senior member of staff operating at the equivalent of director level within a local authority. The client arrangements need to reflect the sophistication apparent in the bidders' proposals.

This document forms an appendix to each local authorities reports regarding the outsourcing, to help in their consideration of the recommendation regarding a Joint Client Team.

### **Client Manager**

The starting point will be to recruit a Client Manager. The salary has been an area of interest, reflecting the range of salaries within the five councils. The final salary will be a matter for negotiation and will reflect the skills and experience of the person chosen and where they intend to locate. It has been agreed that Havant will lead on recruitment to this post, with all Councils involved in the interview process.

Once the Client Manager is in post their first task will be to consider in more depth the resourcing requirements for the client team at the different stages of the process ie, mobilisation, transition and then through various stages to target operating model. Members of the team will transfer from their current roles as and when their skills and capacity are required.

### **Client Team principles**

These principles have been developed to give a broad estimate of how the team will operate and the potential cost. This has been done so Councils can understand the impact of the Joint Client team alongside the financial outcomes of the procurement process and inform final decisions on contract award.

A key principle is that the Joint Client team is established as a virtual team. This means that members of the team might be located in any of the five council offices. Running a virtual team will bring challenges but it will also ensure that there is an on-site presence in each location and help to avoid any perception that one council is “in charge” of the contract.

Differential salaries will undoubtedly be an issue moving forward and one that will require careful handling. On the one hand we do not want to set salaries at a level that effectively excludes those working for the highest paying councils. Equally we do not want to set salaries at a level where those in the lower paying councils are suddenly earning a lot more than colleagues around them. This will be a key issue for the Client Manager to address once in post.

With the beginning of the new contract in August 2016 for South and Vale Councils and the potential for others (subject to business case) to seek to bring their forward, a key principle is that the team is established quickly.

### **Client team size**

Recognising the peak of workload that will need to be undertaken during the early transition phase, it was agreed by the Project Board that the team will need to be bigger at the outset to support the transition phase than when the contract is in steady state.

The Contract Manager will be expected to keep the resourcing under review, but in the first instance, it is anticipated that 27.5FTE (inclusive of the manager) will be required and would cost a little over £1.4 million per annum on a contract value of around £25 million.

Audit Commission guidance published some years ago recommended that client costs should be in the range of 3-5 per cent of contract costs. These are a little higher than the top end reflecting the transitional period but it is anticipated that any review would bring down the resource levels, towards the lower end of the Audit Commission range at the point the Contract reaches its target operating model.

**Joint Committee – draft terms of reference**

DATED

2016

;

**HART DISTRICT COUNCIL;**

**HAVANT BOROUGH COUNCIL;**

**MENDIP DISTRICT COUNCIL**

**SOUTH OXFORDSHIRE DISTRICT COUNCIL;**

**and**

**VALE OF WHITE HORSE DISTRICT COUNCIL**

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**CONSTITUTION OF THE CORPORATE  
SERVICES JOINT COMMITTEE**

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## CONTENTS

<b>1. NAME AND LEGAL STATUS</b>	<b>1</b>
<b>2. PURPOSE OF THE JOINT COMMITTEE</b>	<b>1</b>
<b>3. COMPOSITION OF THE JOINT COMMITTEE</b>	<b>2</b>
<b>4. THE ROLE OF MEMBERS OF THE JOINT COMMITTEE</b>	<b>2</b>
<b>5. ADMINISTRATION</b>	<b>2</b>
<b>6. MEETINGS</b>	<b>3</b>
<b>7. DECISION MAKING</b>	<b>3</b>
<b>8. DELEGATION</b>	<b>4</b>
<b>9. CONDUCT AND EXPENSES OF MEMBERS</b>	<b>4</b>
<b>10. LIABILITIES</b>	<b>4</b>
<b>11. TERMINATION</b>	<b>4</b>

## **CONSTITUTION OF THE CORPORATE SERVICES JOINT COMMITTEE**

**THIS IS THE CONSTITUTION** of the CORPORATE SERVICES JOINT COMMITTEE made on the    day of    2016

### **BETWEEN**

- (1) **HART DISTRICT COUNCIL** of Civic Offices, Harlington Way, Fleet, Hampshire GU51 4AE (subsequently referred to as “Hart”);
  - (2) **HAVANT BOROUGH COUNCIL** of Public Services Plaza, Civic Centre Road, Havant, Hampshire PO9 2AX (subsequently referred to as "Havant");
  - (3) **MENDIP DISTRICT COUNCIL** of Council Offices, Cannards Grave Road, Shepton Mallet, Somerset BA4 5BT (subsequently referred to as “Mendip”)
  - (4) **SOUTH OXFORDSHIRE DISTRICT COUNCIL** of 135 Eastern Avenue Milton Park Milton OX14 4SB (subsequently referred to as "South Oxfordshire");
  - (5) **VALE OF WHITE HORSE COUNCIL** of 135 Eastern Avenue Milton Park Milton OX14 4SB (subsequently referred to as "Vale");
- (together the "Partner Authorities").

### **27. NAME AND LEGAL STATUS**

- 27.1. The name of the joint committee is the Corporate Services Joint Committee (“the Joint Committee”). It is a joint committee constituted by the Partner Authorities under sections 101 and 102 of the Local Government Act 1972 and regulation 9 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012.
- 27.2. The Joint Committee is to exercise its authority in the administrative districts of the Partner Authorities.
- 27.3. The Partner Authorities have entered into contracts with [    ] of [    ] (“the Lot 1 Contract”) and [    ] of [    ] (“the Lot 2 Contract”), (together “the Corporate Services Contracts”) to deliver services to fulfil the functions of the Partner Authorities. The scope of the Services which are or may be included in the Corporate Services Contracts (“the Corporate Services”) are as follows: [    ]

- 27.4. The Partner Authorities have entered into an agreement (“the Inter Authority Agreement”) to govern the way in which the Partner Authorities will undertake joint working arrangements for the operation of the Corporate Services Contracts

**28. PURPOSE OF THE JOINT COMMITTEE**

- 28.1. The Joint Committee shall carry out the strategic, financial and operational functions delegated to it by the Partner Authorities as set out in Schedule 1 to this Constitution and such other functions and statutory responsibilities as may be delegated to it from time to time by the Partner Authorities.

**29. COMPOSITION OF THE JOINT COMMITTEE**

- 29.1. The Joint Committee shall comprise five members being one councillor appointed by each Partner Authority each of whom shall be a member of the Cabinet of the Partner Authority which appointed them.
- 29.2. Partner Authorities may change the members of the Joint Committee appointed by them at any time provided that they shall notify each other in writing of any such change and the change shall take effect on receipt of such notification by all recipient Partner Authorities.
- 29.3. A member who is unable to attend a meeting of the Joint Committee may appoint another member of the same Partnering Authority as his/her deputy.

**30. THE ROLE OF MEMBERS OF THE JOINT COMMITTEE**

- 30.1. The role of each member of the Joint Committee will be to:
- 30.1.1. Attend all meetings of the Joint Committee where possible, vote on the items of business and make a positive contribution to the Joint Committee
  - 30.1.2. Demonstrate commitment to and act as champion for the Corporate Services Project and the Mutual Aims as set out in Schedule 2 to this constitution;
  - 30.1.3. Act as ambassador for the Joint Committee and ensure that his or her Partner Authority supports the Corporate Services Project and the Mutual Aims; and
  - 30.1.4. Act as advocate for the Joint Committee in seeking any necessary approvals from his or her Partner Authority;
- 30.2. Members of the Joint Committee shall not represent themselves as having any power or authority to incur any obligation of any nature express or implied on behalf of the Joint Committee or any other member of it.



**31. ADMINISTRATION**

- 31.1. The Partner Authorities shall host meetings of the Joint Committee. The hosting of meetings shall be divided evenly among the Partner Authorities and the Partnering Authority of which the Chairman is a member shall be the host.
- 31.2. The Partner Authority hosting the meeting shall be responsible for the administration of the Joint Committee which shall include:
  - 31.2.1. Organisation of the meeting and venue;
  - 31.2.2. Distribution of agendas and reports;
  - 31.2.3. The keeping of minutes and ensuring compliance with legal requirements;
  - 31.2.4. Such other administrative support as shall be required from time to time.
- 31.3. The post of Chairman of the Joint Committee shall be held by a member and shall rotate between the Partner Authorities every year in accordance with the following rota: [            ]
- 31.4. In the absence of the Chairman the responsibilities of the Chairman shall be undertaken by the Vice-Chairman who shall be a member of a different Partner Authority from that of which the Chairman is a member.

**32. MEETINGS**

- 32.1. The Joint Committee shall meet every three months or at such other times as may be determined by the members of the Joint Committee.
- 32.2. The summons and agenda for each meeting shall be despatched in accordance with the legal requirements for the convening of meetings as set out in the Local Government Act 1972.
- 32.3. The quorum for meetings shall be one member for each Partner Authority.
- 32.4. The Chief Executives of the Partner Authorities (or a senior officer representing the Chief Executive if the Chief Executive is unable to attend) shall attend meetings of the Joint Committee for the purpose of participating in discussions about the matters being considered by the Joint Committee. The Chairman of the Joint Committee may invite any person to attend a meeting of the Joint Committee for the purposes of making a presentation or participating in a discussion on any item relevant to the Joint Committee's functions.
- 32.5. Meetings of the Joint Committee shall be open to the public and press except where items containing confidential or exempt information (as defined in the Local Government Act 1972) are being discussed.

- 32.6. The minutes of the Joint Committee shall be available to the press and public except where they contain confidential or exempt information.

### **33. DECISION MAKING**

- 33.1. Each member of the Joint Committee (or their duly authorised deputies) is entitled to one vote.
- 33.2. If a vote is required it shall be taken by a show of hands.
- 33.3. Any resolutions shall be passed by a simple majority.
- 33.4. If there is an equal number of votes for and against a resolution the Chairman shall have a casting vote.
- 33.5. Decisions of the Joint Committee shall be notified to Partner Authorities within five working days of the date of the decision.
- 33.6. The decisions of the Joint Committee shall be subject to overview and scrutiny by the Joint Scrutiny Committee to which the Partner Authorities have delegated their overview and scrutiny functions relating to the Corporate Services Project. The Joint Scrutiny Committee shall have the terms of reference set out at Schedule 3 or such other terms of reference as the Parties may agree. The Joint Scrutiny Committee shall meet at least annually and shall have the responsibility of scrutinising the operation of the Joint Committee and the Corporate Services Contracts. The Parties agree that issues which relate to the Corporate Services Contracts shall be subject to scrutiny by the Joint Scrutiny Committee and not by the Overview and Scrutiny Committees for the individual Parties unless there are exceptional circumstances and that issue relates to that Party only.

### **34. DELEGATION**

- 34.1. The Joint Committee may appoint sub-committees and working groups to consider specific issues and report back to it.
- 34.2. The Joint Committee may delegate functions to sub-committees or to individual officers.

### **35. CONDUCT AND EXPENSES OF MEMBERS**

- 35.1. All members of the Joint Committee shall observe at all times the provisions of the Code of Conduct adopted by their Partner Authority.

35.2. Each Partner Authority shall be responsible for meeting any expenses incurred by any member of the Joint Committee appointed by them as a result of their attendance at meetings of the Joint Committee.

**36. LIABILITIES**

36.1. If the Joint Committee authorises the entry into any contract then any liabilities under such contract shall rest with the Partner Authorities which are a party to such contract.

**37. TERMINATION**

37.1. If a Partnering Authority ceases to be a party to the Corporate Services Contract, it shall cease to be represented on the Joint Committee with effect from the date on which it ceased to be a party to the Corporate Services Contract.

37.2. If the Corporate Services Contract is terminated or expires, then the Joint Committee shall be dissolved as soon as practicable but shall retain responsibility for resolving any outstanding issues relating to the Corporate Services Contract.

## **SCHEDULE 1**

### **Responsibilities of the Corporate Services Joint Committee**

#### **STRATEGIC**

- (a) Oversee the achievement of the Mutual Aims
- (b) Review and revise as necessary the Mutual Aims in accordance with the strategic objectives of the Partner Authorities
- (c) Monitor and review the performance of the Corporate Services Contracts at a Strategic Level
- (d) Develop and agree proposals for the future management of the Corporate Services for the Partner Authorities
- (e) Review opportunities to align policies and services where they create efficiencies or cashable savings
- (f) Approve the inception of strategic projects including cross cutting projects that interface with the retained services
- (g) Resolve conflicts (and highlight synergies) between the project and other initiatives/projects involving the Councils individually or collectively

#### **FINANCIAL**

- (a) Oversee expenditure on the Corporate Services Contract to ensure that the Corporate Services are delivered
- (b) Agree a draft budget by [30 November] for the following financial year to include the contribution required from each Partner Authority
- (c) Consider how expenditure may be targeted more effectively to deliver the Mutual Aims
- (d) Agree three year strategic plans and annual business plans for the Project and the Corporate Services Contracts

## OPERATIONAL

- (a) Take decisions in relation to all matters relating to the Corporate Services Contracts referred to it by the Project Strategic Group including changes to the Corporate Services Contracts recommendations as to termination, partial termination and the exercise of step-in rights and the resolution of disputes between Partner Authorities
  
- (b) Consider and recommend improved and more cost effective ways of delivering the Mutual Aims
  
- (c) Carrying out publicity for the Corporate Services Project and the Mutual Aims
  
- (d) Review, update and agree the agreement entered into between the Councils to manage the Project (the Inter Authority Agreement) and the Corporate Services Contracts dated [ ] as required.

## SCHEDULE 2

### Mutual Aims

- [1. Support the achievement of each Authority's corporate targets through:
  - Development of insight and evidence based decision making
  - Integration of strategic planning and financial management
  - Helping customers input into service planning and redesign and self-service
  - Supporting multi-agency, partnership and two-tier collaborative working
  - Supporting community-led initiatives
  - Supporting growth in the areas served by the Authorities
  
2. Improve the satisfaction of customers and service users through:
  - Ensuring the public sector only needs to be told once
  - Simplifying engagement around key life events
  - Enabling customers to engage with each Authority through the devices they want to use
  - Ensuring customers and users can access information that is relevant to them
  - Resolving customer and user issues quickly
  - face to face service provided in a secure, accessible and fit for purpose environment
  - maintaining and enhancing the public perception of the Authorities as effective providers of public services
  
3. Improving the productivity of the Authorities' staff through:
  - Helping them to attract the right people and onboard them quickly
  - Ensuring they are equipped with the right skills throughout their employment
  - enabling them to work flexibly
  - supporting effective performance management
  - providing them with access to the right applications and management information
  - minimising administration and paper within the Authorities whilst retaining compliance
  - supporting effective and efficient workflow processes
  - providing access to fit for purpose working and meeting facilities
  
4. Achieve high levels of resilience and compliance through:
  - minimising dependency on specific locations to deliver service
  - standardising processes and applications
  - achieving open data standards
  - protecting the Authorities, their customers and their staff from unauthorised activity
  - engaging effectively with external assurance
  - forecasting and planning for changes in levels of service demand

achieving a highly utilised but flexible civic estate demonstrating transparency to the public

5. Deliver improved value for money through:

Ensuring the Authorities achieve greater financial benefits through collaboration

Harmonising and improving service performance

Consistent and unit-based pricing of common elements of scope

Developing a flexible partnership model that increases flexibility and innovation in the delivery and provision of the services and allows the Authorities to transfer services within the scope of this procurement at a date of their choosing

Reducing the cost to the Authorities of providing the services including reducing the unit cost of transactions

Encouraging the use of and access to the services through more cost effective and efficient channels and assisting with demand management

Enabling the Authorities to achieve efficiencies in, and better outcomes from, their client and contract management function

Enabling capability to support future transformation

Utilising modern approaches to the provision of ICT infrastructure and new technology generally.]

## **SCHEDULE 3**

### **Terms of reference of Joint Scrutiny Committee**

#### **JOINT SCRUTINY COMMITTEE**

##### **1. Terms of Reference**

- 1.1 To scrutinise decisions made or other action taken, by the Joint Committee in connection with the provision of services through the joint procurement of corporate services.
- 1.2 To act as a consultative body for the Joint Committee responding to requests in relation to new and changed policies and services in relation to any matter within their purview.
- 1.3 To monitor and review the performance of the Joint Committee.
- 1.4 To make reports or recommendations to the Local authorities and Joint Committee with respect to the provision of services through the joint procurement of corporate services.
- 1.5 The committee shall prepare an annual report for the Councils.

##### **2. Composition of the Committee**

- 2.1 The committee shall consist of ten Councillors to be made up of two Councillors from each authority.
- 2.2 With the exception of Cabinet members, any Councillor of the respective Council may act as a substitute for the nominated member.
- 2.3 Each council may change their nominated Councillor at any time.
- 2.4 The committee may co-opt external representatives or appoint advisors as it sees fit.

##### **3. Administration and proceedings of the Committee**

- 3.1 The administration and chairmanship of the committee shall rotate between the councils on an annual basis.
- 3.2 The committee shall follow the procedures of the hosting council.



## **Joint Overview and Scrutiny Committee – draft terms of reference**

(Included in Schedule 3 of Appendix 3)

**Tender evaluation criteria**

**EVALUATORS SCORING SHEET (Quality)**

**Bidder:**

**Evaluator:**

**Table B – Level 2 and 3 Quality Criteria**

































By virtue of paragraph(s) 3 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

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