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COMMITTEE: **JOINT OVERVIEW AND SCRUTINY MEETING**

VENUE: **Britten Room, Endeavour House,
8 Russell Road, Ipswich**

DATE/TIME: **Monday, 18 December 2017
at 9.30 am**

Members

Chair: Barry Gasper

Clive Arthey
Melanie Barrett
Peter Burgoyne
Bryn Hurren
Alastair McCraw
Fenella Swan

James Caston
Rachel Eburne
John Filed
Elizabeth Gibson-Harries
Lavinia Hadingham
Lesley Mayes
Derek Osborne
Kevin Welsby

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A G E N D A

PART 1

ITEM	BUSINESS	
		<u>Page(s)</u>
1	Apologies for absence/substitutes	
2	Declarations of pecuniary or non-pecuniary interests by Members	
3	To receive notification of petitions in accordance with the Council's petition scheme	
4	JOS/17/1 Community Infrastructure Levy (CIL) To review the impact and delivery of the CIL regime for infrastructure across the Districts and the framework for spending CIL. Corporate Manager – Strategic Planning	

ITEM

BUSINESS

5 **JOS/17/2 Review of the Shared Legal Services**

To undertake a review of the Shared Legal Services.

Assistant Director – Law and Governance

7 **JOS/17/3 Information Bulletin**

The Information Bulletin is a document that is made available to the public with the published agenda papers. It can include updated information requested by the Committee as well as information that a service considers should be made know to the Committee.

1. Recent Customer Access Activities – October 2017
2. Use by the Council of interims, temporary staff and consultants
3. Defining the Performance Framework, and Indicators for Monitoring Delivery of the Joint Strategic Plan (Mid Suffolk District)

8 **JOS/17/4 Forthcoming Decisions List**

To review the Council's Forthcoming Decisions List and identify any items to be brought before the Overview and Scrutiny Committee

9 **JOS/17/5 Babergh Overview and Scrutiny Forward Plan**

To agree the Forward Plan

10 **JOS/17/6 Mid Suffolk Overview and Scrutiny Forward Plan**

To agree the Forward Plan

11 **Note: The dates of the next meetings are:**

Mid Suffolk District Council – Thursday 18 January 2018 at 9.30 am – EH Britten Room

Babergh District Council – Monday 22 January 2018 at 9.30 am – EH Britten Room

For further information on any of the Part 1 items listed below, please contact Committee Services on committees@baberghmidsuffolk.gov.uk or 01449 726481.

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5. Do not re-enter the building until told it is safe to do so.

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Overview and Scrutiny Report

Collection

- CIL collection occurring since 11/4/2016
- **MSDC:**
- Collected since 11 April 2016 - £778,833.03 [123 = £623,504.22, Parishes = £116,387.16, Admin = £38,941.65]
- Paid to Parishes as of Oct 17 - £103,917.36
- **BDC**
- Collected since 11 April 2016 - £456,654.75 [123 = £363,752.28, Parishes = 70,069.74, Admin = £22,832.73]
- Paid to Parishes as of Oct 17 - £58,655.87
- Service audited in September 2016 – audit” high standard” - no further improvements required albeit it is likely that CIL will be audited again December 2017 onwards (routine)
- Working towards updating all section 106 records so that we can move forward with a Public Facing Module of our Software so that everyone can see BMSCD CIL and s106 data in real time. Estimated implementation Spring 2018 onwards (software being tested by producers)
- Full integration with Uniform - estimated Spring 2018

Debt recovery

- 6-7 cases running at any one time where people have not paid. However, the cases become resolved and none have been to Court. Most have been resolved through face to face meetings taking into account pre CIL and post CIL decisions. Some have been resolved so that the applicant has not had to pay; other cases have resulted in payment. Some cases where payment has been due have resulted from lost CIL exemption (because no form 6 submitted or because they started work before they issued their commencement notice or because the development is unauthorised)
- 2 pre-Court Notices issued but not followed up as people settled

Regulation 113 Reviews of CIL charging

- This is where somebody disagrees with the amount of CIL charged (normally the measurement of the chargeable area). Several of these so far - charges can go up or down as a result of this. Set process and timescale to be followed. Only appeal is to the Valuation Office (VOA) and within 28 days of first Liability Notice

Appeals

- Only one so far but PINS registered an invalid appeal, admitted their error and ultimately the appeal was withdrawn. No further action required.

Reporting to Committee

- Regulation 62 of the CIL Rags requires a report about collection and expenditure to be placed on our Web site – going to Cabinet shortly – results to be published on the web site by the 31st December 2017.

Expenditure of CIL

- Thinking is reasonably advanced around a process and system.
- Currently drafted to be on a bi-annual Bidding round with an annual CIL Business Plan (with some flexibility through delegation to Cabinet Member).
- Likely to be infrastructure led and based on the developing Infrastructure Delivery Plan which is currently being produced alongside the Joint Local Plan. Iterative draft being produced which will be honed over the coming months to coincide with the 2nd Draft of the Joint Local Plan.
- Priorities and assessment criteria for CIL expenditure will be needed to prioritise bids, but delegated powers are likely to be needed to safeguard Development Management decisions on CIL spend to make decisions sustainable. Current work with DM on Recommendations in Planning Committee reports to support this.
- Governance is key and needs to be determined – hybrid approach likely with some delegation to allow us to be ‘fleet of foot’ and Member decisions through either Planning Committee or Cabinet on CIL spend likely
- May involve creating stimulus for groups working towards Neighbourhood Development Plans. Regulations require 15% to Parish, 25% to those with NDP – within our gift to give 25% to those working towards a NDP if Members want to do that. Need to understand impact and implications.
- Devising and agreeing approach needs to be inclusive to ensure scheme is shared and that views are collected, and scheme reviewed accordingly.
- Route Map – reasonably advanced – hoping to have system in place by start of financial year 2018; process as follows
 - Continued development of thinking and approach – November /December 2017/ January 2018
 - Development of CIL Yearly Business Plan and templates- November/December 2017/ January 2018
 - SLT Briefing week beginning 4th December 2017
 - PFH Briefing week beginning 4th December 2017
 - Corporate Manager Network meetings – updates on 7th December 3rd January 1st February 7th March 5th April 2018
 - Overview and Scrutiny 18th December 2017
 - Member briefing session – 20th December 2017 – 5.30pm EH
 - Context and current position of approach – CIL expenditure seeking series of meetings with PFHs to take CIL scheme forward - January 2018

- Development of Priorities and Spending criteria January 2018
- Development of Scheme of Delegation and Public speaking scheme if one required in January 2018
- Engagement with Infrastructure providers in January 2018 onwards
- Engagement with Parishes in January 2018
- Further Member session – 6th February 2018 – 5.30pm EH
- Completion of series of meetings with PFHs in February and presentation of scheme to Cabinet in February 2018
- Consideration of scheme in February/March 2018
- Scheme sign off in March and launch bidding process in March ready for April 2018 Bidding round to begin

Government Review of CIL (2018)

- mentioned in Autumn statement - SIT and LIT had been purported but no LIT likely now and only Mayoral SIT – await Spring statement

Review of CIL as part of the Joint Local Plan

- Charging regime will need to be updated alongside the Joint Local Plan

Communication and refresher briefings– for Members, Parishes Infrastructure providers and Planning Agents

- Briefings around expenditure required to land the process and fully brief everyone (including Corporate Managers and their teams - where appropriate)
- Work with Parishes required around “their” and “our” CIL spend – launch of Parish Investment Infrastructure document (PIIPs)
- Suggest general yearly briefings for Members and Parishes with training for both when the Public Facing Module (containing information on all s106 and CIL monies) is launched. This will make the whole process much more transparent and accessible than it has ever been.
- Member briefing sessions will also occur as part of the Joint Local Plan process - suggest infrastructure is picked up in this as well
- Briefing sessions for all Infrastructure Providers - (continue current discussions but introduce twice yearly meetings to assist with the progression of the Infrastructure Delivery Plan).
- Launch Planning Agents briefings following work done with DM for Client-Side Panel from February 2018 onwards
- Take soundings from Members about general communications about CIL expenditure (what when and how) - in addition to the normal Parish money pay out communications which occur at present.

Christine Thurlow – 5th December 2017

Professional Lead – Key Sites and Infrastructure

Agenda Item 5

BABERGH DISTRICT COUNCIL and MIDSUFFOLK DISTRICT COUNCIL

From: Assistant Director – Law & Governance	Report Number: JOS/17/2
To: Overview and Scrutiny Committee	Date of meeting: 18 December 2017

REVIEW OF THE SHARED LEGAL SERVICE

1. Purpose of Report

- 1.1 The purpose of this report is to provide the Overview & Scrutiny Committee with information about the operation of the Shared Legal Service to enable members to conduct a review of the service.
- 1.2 The Committee will also receive a presentation at its meeting which will include additional 'facts and stats' type information.

2. Recommendations

- 2.1 That the contents of the report and presentation to the Overview & Scrutiny Committee be noted.

The Committee may make further recommendations as it deems appropriate.

3. Financial Implications

- 3.1 There are no financial implications relating to this report, however the financial performance of the Shared Legal Service could impact on the Councils' budget outturn. Information about the Shared Legal Service's financial performance is included in section 10 of this report.

4. Legal Implications

- 4.1 There are no direct legal implications of this report; however it is imperative that the Councils have a high performing legal service in order to fulfil their statutory obligations and to deliver the Joint Strategic Plan.

5. Risk Management

- 5.1 Key risks are set out below:

Risk Description	Likelihood	Impact	Mitigation Measures
If the legal service is not effective and efficient the Councils could fail to comply with legislation and	2 – Unlikely	3 - Bad	The performance of the legal service is monitored by the management board and reported back to the

miss opportunities.			respective councils.
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6. Consultations

- 6.1 This report has been prepared in consultation with other members of the Shared Legal Service management board.

7. Equality Analysis

- 7.1 There are no direct equality impacts arising from this report.

8. Shared Service / Partnership Implications

- 8.1 The Legal Service is an established shared service.

9. Links to Joint Strategic Plan

- 9.1 This review is most closely linked to the Enabled and Efficient Organisation strand of the Joint Strategic Plan. However, as a support service the legal team provide cross-cutting support and contribute to the delivery of all of the strategic policies.

10. Key Information

- 10.1 The Shared Legal Service commenced operating in November 2016 and is a partnership arrangement between Forest Heath, Babergh and Mid Suffolk District Councils and St Edmundsbury Borough Council under a S.113 agreement. A memorandum of understanding and agreement between the authorities sets the operational framework for the service (appendix 1). The service is overseen by a management board comprising of:

- Melissa Evans, Corporate Manager - Financial Services (BMSDC)
- Leah Mickleborough, Service Manager (Democratic Services) & Monitoring Officer (St Edmundsbury BC/Forest Heath DC)
- Karen Points, Assistant Director (HR, Legal & Democratic Services) (St Edmundsbury BC/Forest Heath DC)
- Emily Yule, Assistant Director - Law and Governance & Monitoring Officer (BMSDC)

Staffing

- 10.2 The legal service is led by the Legal Services Manager supported by 'Business Partners' in the following specialisms: property, planning, licensing/litigation and commercial. Each specialist area includes qualified practising lawyer posts and in some areas legal assistants and specialist business support are employed. There is also a Team Leader who acts as 'practice manager' for the service. The staff are employed by one of the four partner authorities (i.e. their employer as stated in their contract and where the payroll is run from).
- 10.3 Currently there are four trainee lawyer posts as each partner to the service already had two training contract positions in progress. It is intended that, once the current

trainees have completed their contracts, the number of trainee positions will be reduced to two in the future. This is more manageable for the service and will provide a better quality of experience for the trainee lawyers. The Management Board is also looking at succession planning and how we might retain those employees that the councils have invested in.

- 10.4 It has not been possible to achieve a full complement of staff during the first year of operation for the service, and there continues to be a vacant lawyer post in the Commercial section of the team. There are a number of reasons for this, including resolving employment arrangements for staff that were transferred into the new service and difficulties in attracting high calibre candidates to fill vacant posts. This recruitment challenge is not unique to the Shared Legal Service. Generally it is difficult to attract experienced lawyers into local government positions as the private sector is much more competitive in terms of salary and the profile of work. Gaps in the team have been filled using locums, where appropriate and affordable, in order to avoid any significant delays in service for the client departments. Furthermore, one of the Lawyer posts within the Property team has been converted into two Legal Assistant posts to provide additional capacity and resilience. These posts have been successfully recruited to.

Financial Performance

- 10.5 The Finance Business Partners from each authority have recently significantly enhanced the reporting of financial information to the management board. Data has been shared between organisations to ensure an accurate forecast for the financial year up to March 2018. This will be updated on a quarterly basis.
- 10.6 Both the first year (i.e. 12 months from November 2016) and the 2017/18 forecast outturn show a favourable performance against budget. The budgets for the service were agreed based on the councils existing spend before the service was established and this level of expenditure also determined the split of costs between the partners. BMSDC has retained some liability for costs relating to unresolved matters at the time when the service was established and for planning matters. These costs are funded from individual service budgets.
- 10.7 Finance will continue to work closely with the Shared Legal Services to ensure accurate forecasting & costing which include reassessing the apportionment of costs between the partners at the end of year two.

Performance Monitoring

- 10.8 The Management Board is currently developing a performance framework which will feed into the partner authorities' performance monitoring. There was very little base data in terms of performance from BMSDC before the service was established and therefore the first year of operation has been concerned with establishing a base line to set targets, and monitor future performance, against.
- 10.9 Anecdotally there has been some under-performance of the team around response times, according to our client departments and external professionals. However, this is ultimately down to resolving the staffing arrangements and processing the significant back-log of cases that were brought to the partnership by BMSDC. Generally the client departments are working well with the legal service and have

overcome any initial teething problems with not always having an on-site presence from the team.

Case Management

- 10.10 The Shared Legal Service has recently jointly procured case management software with the other district and borough councils across Suffolk. This software provides for time recording, electronic document retention and the production of detailed management reports. This means that the Legal Services Manager will be able to provide data about the workload of the team, the average costs for a particular type of case and the time taken to complete cases, amongst others. The Case Management System is still in its infancy so there is limited data at present and, again, there was no baseline data from BMSDC before the shared service started operating so a direct comparison of 'before and after' data is not possible

Progress against objectives

- 10.11 The partner authorities agreed a number of objectives when establishing the Shared Legal Service which underpin all of the service's activities. Significant progress has been made against these objectives but there are still many opportunities for improvement. More detail about the progress with objectives will be included in the presentation to the O&S Committee at the meeting.

11. Appendices

Title	Location
Appendix 1 - Shared Legal Service Memorandum of understanding	Attached

12. Background Documents

- 12.1 Scoping Document – Review of Shared Legal Service
- 12.2 Diagnostic report for West Suffolk and Mid Suffolk and Babergh legal services
- 12.3 Objectives for the Shared Legal Service

Authorship:

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DATED

14 Sept 2016

MEMORANDUM OF UNDERSTANDING

AND

**AGREEMENT FOR OFFICERS WORKING ACROSS ALL AUTHORITIES (s113
AGREEMENT)**

BETWEEN

ST EDMUNDSBURY BOROUGH COUNCIL

AND

FOREST HEATH DISTRICT COUNCIL

AND

BABERGH DISTRICT COUNCIL

AND

MID SUFFOLK DISTRICT COUNCIL

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THIS AGREEMENT is dated]

PARTIES

- (1) ST EDMUNDSBURY BOROUGH COUNCIL ("SEBC") of West Suffolk House, Western Way, Bury St Edmunds IP33 3YU and
- (2) FOREST HEATH DISTRICT COUNCIL ("FHDC") of District Officer, College Heath Road, Mildenhall, Suffolk IP28 7EY and
- (3) BABERGH DISTRICT COUNCIL ("BDC") of Corks Lane, Hadleigh, IP7 6SJ and
- (4) MID SUFFOLK DISTRICT COUNCIL ("MSDC") of 131 High Street, Needham Market, Suffolk IP7 6DL

1. BACKGROUND

- 1.1 The parties have agreed to work together to deliver a shared legal service as described in Annex A (**Service**).
- 1.2 The parties wish to record the basis on which they will collaborate with each other on the Service. This Memorandum of Understanding (**MoU**) sets out:
 - (a) the key objectives and ethos of the Service;
 - (b) the principles of collaboration including the sharing of officers under s.113 of the Local Government Act 1972;
 - (c) the governance structures the parties will put in place; and
 - (d) the respective roles and responsibilities the parties will have in respect to the Service.

2. KEY OBJECTIVES FOR THE SERVICE AND JOINT PROVISION

- 2.1 The parties wish the Service to achieve the key objectives and have the ethos set out in Annex A to this MoU (**Key Objectives**).
- 2.2 The parties acknowledge the current position with regard to the Service as detailed in Annex A to this MoU.
- 2.3 Pursuant to s.1 Local Authority Goods and Services Act 1970 and s.113 Local Government Act 1972, the parties have agreed for the joint provision of the Service and the sharing of staff employed by them and forming part of the staff structure set out in Annex D.
- 2.4 The parties hereto confirm that they have obtained requisite consents and have appropriate authority to enter into this MoU.

3. PRINCIPLES OF COLLABORATION AND JOINT PROVISION

3.1 The parties agree to adopt the following principles when carrying out the Service (**Principles**):

- (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered and actions taken as required;
- (b) be accountable. Manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;
- (c) be open. Communicate openly about major concerns, issues or opportunities relating to the Service;
- (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation. In particular the parties agree to comply with the requirements of the Information Sharing Protocol attached to this MoU in Annex B;
- (f) act in a timely manner. Recognise the time-critical nature of the Service and respond accordingly to requests for support;
- (g) manage stakeholders effectively;
- (h) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU. In particular the parties agree to make the contributions detailed in Annex C to this MoU; and
- (i) act in good faith to support achievement of the Key Objectives and compliance with these Principles.

3.2 The parties agree that they will provide to the others the Staff (and any additional and replacement Staff added to the Service from time to time) employed by them and occupying the posts described in the attached Annex D for the purpose of the agreed joint provision of the Services, and may amend the structure from time to time.

3.3 In the provision of the Services, the parties will at all times comply:

- (a) with the requirements of the Health and Safety at Work etc Act 1974 and any other Acts, Regulations or Orders pertaining to health and safety of employees;

- (b) with the provisions of the Equality Act 2010 together with any regulations and codes of practice issued thereunder; and shall use all reasonable endeavours to comply with any Code of Practice issued thereunder by the Equality and Human Rights Commission or any successor body thereto;
 - (c) with the requirements of all statutes, orders, statutory instruments, regulations, official guidance and codes of practice relevant to the provision of the Services and each part of the Services.
- 3.4 In the event that any party becomes aware of a conflict of interest or potential conflict of interest arising from the operation of this MoU or the performance of the Services, that party shall report such conflict or potential conflict immediately to its Monitoring Officer. Representatives of all parties shall meet as soon as practicable thereafter to decide upon the best approach to be taken in the best interest of all parties.
- 3.5 The parties may agree any alteration, addition or amendment to Annex D and the date upon which it will take effect.
- 4. EMPLOYEES**
- 4.1 Each party shall ensure that only reliable and trustworthy employees are permitted to carry out Services that may give them access to another party's data (as defined in the Data Protection Act 1998) (Data).
- 4.2 Should a situation arise where a member of Staff is affected by redundancy or the requirements of the Transfer of Undertakings (Protection of Employment) Regulations 1991, the other parties shall, at the request of the employing party, assist with good faith negotiations to minimize, so far as the law allows, the effect any such redundancy or transfer may have on the affected member(s) of Staff.
- 4.3 Employees of any party working on or in the premises of another party shall, at the commencement of their deployment, be advised of all health, safety and security policies relevant to the other party's premises.
- 4.4 In the absence of any negligence or other breach of duty by either party or its servants or agents, no party shall be responsible for any loss of, theft from, or injury or damage to employees' vehicles, their contents, fittings or accessories or to their personal possessions and effects of any kind.
- 4.5 Each party confirms that:
 - (a) it will continue to be responsible for payment in respect of each member of Staff employed by that party (see Annex D) of full salary, NI, tax, pension, subscriptions to professional bodies, etc, in

accordance with the contractual or other legal entitlements of each employee;

- (b) the terms and conditions of employment of Staff shall be amended to reflect the relevant terms of this MoU;
- (c) Staff have been requested to declare any interest in contracts they may have with regard to the other parties; and
- (d) Staff have been advised to seek advice from their Monitoring Officers before standing for election to the Council as elected members of the Council of the other party.

4.6 All Staff that are the subject of this MoU shall be treated as being, and will be expected to act as if they are, officers of all parties at all times.

4.7 Should any of the Staff subject of this MoU cease to be employed by the employing party, then the parties will be responsible for reviewing and determining the future delivery of the specified Service to all parties that maximises value for money for both parties in accordance with any protocols or procedures for shared services agreed by them.

4.8 In respect to the appointment of new Staff to the Service, the parties shall agree between them which terms and conditions of employment of the parties are most suitable and desirable to apply to that new member of Staff.

5. GOVERNANCE

5.1 Overview

The governance structure defined below provides a structure for the development and delivery of the Service.

5.2 Guiding principles

The following guiding principles are agreed. The parties will meet regularly (and at least twice per annum) to:

- (a) provide strategic oversight and direction to the Service;
- (b) ensure that they agree the scope of the Service (and may therefore require changes over time);
- (c) leverage existing organisational, group and user interfaces; and
- (d) provide coherent, timely and efficient decision-making.

5.3 Business Plan

Senior members of the management teams of the parties shall meet twice annually to oversee the strategic management of the Service. They shall also agree an annual business plan for the Service that will be prepared by the head

of the Service (the General Counsel) under the guidance and as required by the parties and assisted by the subject matter leads identified in Clause 6 below, in order to ensure that the Key Objectives are being met and that the Service is performing as expected.

6. ROLES AND RESPONSIBILITIES

6.1 The parties shall undertake the following roles and responsibilities to assist the General Counsel to deliver the Service:

Activity	SEBC/FHDC	BDC/MSDC
Human Resources and OD	Lead	Assure
Finance	Assure	Lead
Facilities and IT	Lead	Assure

6.2 For the purpose of the table above:

- (a) **Lead:** the party that has principal responsibility for undertaking the particular task, and that will be authorised to determine how to undertake the task. The Lead must act in compliance with the Key Objectives and Principles at all times, and consult with the other party in advance if they are identified as having a role to Assure the relevant activity;
- (b) **Assure:** the party that will defer to the Lead on a particular task, but will have the opportunity to review and provide input to the Lead before they take a final decision on any activity. All assurance must be provided in a timely manner. Any derogations raised must be limited to raising issues that relate to specific needs that have not been adequately addressed by the Lead and/or concerns regarding compliance with the Key Objectives and Principles.

7. ESCALATION

- 7.1 If either party has any issues, concerns or complaints about the Service, or any matter in this MoU, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the respective Chief Executives of the parties who shall decide in consultation on the appropriate course of action to take.
- 7.2 If either party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in

relation to the Service, the matter shall be promptly referred to the respective Monitoring Officers of the parties. No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Service.

8. INTELLECTUAL PROPERTY

- 8.1 The parties intend that notwithstanding any intellectual property rights created in the course of the Service shall vest in the party whose employee created them (or in the case of any intellectual property rights created jointly by employees of both parties in the party that is lead party noted in clause 6 above for the part of the Service that the intellectual property right relates to).
- 8.2 Where any intellectual property right vests in either party in accordance with the intention set out in clause 8.1 above, that party shall grant an irrevocable licence to the other party to use that intellectual property for the purposes of the Service.

9. DATA

- 9.1 The terms of this Clause prevail over all other conditions or terms of this MoU, whether express or implied.
- 9.2 The terms of this Clause shall not be interpreted as allowing a party to do anything that it is precluded from doing by other contractual terms, apart from things which a party must do in order to comply with these terms.
- 9.3 Each party shall ensure that in carrying out their respective obligations under this MoU it and its respective employees;
- (a) do not access or carry out any action to another party's Data except in accordance with the terms of this MoU or the Information Sharing Protocol (Annex B);
 - (b) comply with any instruction given by another party with respect to that party's Data;
 - (c) do not allow any other party's Data or any copy of it to leave EU without that other party's prior written consent;
 - (d) do not disclose any other party's Data to any other person without that party's prior written consent (this sub-paragraph does not prevent the first party from disclosing to its Staff and employees and who have a need to access the Data in order to perform the first party's obligations under the MoU).
- 9.4 Where employees of any party are able to access any of another party's Data without being present on the other party's premises then they shall not be permitted to access it except in accordance with instructions given by the other

party and they shall ensure that passwords and telephone numbers are not disclosed to any other person (whether employed by any party) who does not have a need to know them.

- 9.5 Where an item of equipment is able to access any party's Data without employees entering in a security code or password (for example, because the password is recorded on that party's equipment) then the parties shall ensure that the equipment is kept physically secure so as to comply with the Data Protection Act.
- 9.6 Employees shall ensure that all passwords and security codes are kept securely.
- 9.7 Employees shall comply with any codes of practice or guidance issued by the Information Commissioner concerning security of Data.
- 9.8 When any party terminates its involvement in this MoU (for whatever reason and this term shall survive the termination of this Agreement or any party's involvement in the Services), such party shall within 14 days give the other parties a list of all confidential Data it possesses which has been disclosed to the first party by the other parties.
- 9.9 If a party serves a notice on the other parties in accordance with Clause 9.8 then the other parties shall within 14 days of receipt hand over to the first party such Data as that first party may reasonably specify and in such format as the first party may require, or take such other action including destruction of the Data as the first party may reasonably require; provided however that this clause shall not apply to Data held securely in legal case files.

10. TERM AND TERMINATION

- 10.1 This MoU shall commence on the date of signature by all parties, and shall expire on the date that is the five year anniversary of the commencement date.
- 10.2 Subject to clause 10.3 below, either party may terminate this MoU by giving at least 12 months' notice in writing to the other party at any time after the first five years of operation of this MoU.
- 10.3 Notwithstanding the exit provisions above if the parties (SEBC and FHDC acting together, and/or BDC and MSDC acting together) wish to terminate this MoU within the first five years, then the parties wishing to terminate shall pay a penalty payment to the other parties to cover the costs to continue the Service as set out in Annex C below.

11. VARIATION

This MoU, including the Annexes, may only be varied by written agreement of the parties.

12. CHARGES AND LIABILITIES

12.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

12.2 The parties agree to share the costs and expenses arising in respect of the Service between them in accordance with the Contributions Schedule set out in Annex C to this MoU.

12.3 Both parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.

13. STATUS

13.1 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

14. GOVERNING LAW AND JURISDICTION

This MoU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 7, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of HDC

Signature:

Name:

Position:

Date:

BDO

DEPUTY CHIEF EXECUTIVE
14/01/16

Signed for and on behalf of MSDC

Signature:

Name:

Position:

Date:

DEPUTY CHIEF EXECUTIVE
14/01/16

Signed for and on behalf of SEBC

Signature:

Name:

Position:

Date:



..... IAN GALLIN
..... JOINT CHIEF EXECUTIVE

14.9.16

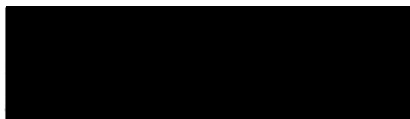
Signed for and on behalf of FHDC

Signature:

Name:

Position:

Date:



..... IAN GALLIN
..... JOINT CHIEF EXECUTIVE
..... 14.9.16

Annex A. The Service

Service overview

A shared in-house legal service serving the needs of the four sovereign Councils.

The Key Objectives

For an initial two year period, the Service will solely service the needs of the parties and associated bodies. Following the expiry of that two year period, trading with third parties and the possible integration/merger with similar legal teams will be considered by the Councils in conjunction with the 'General Counsel' (the head of the legal service).

The Ethos of the Service

The ethos of the service will be of an in-house high quality legal team serving the specialist needs of District and Borough Councils. The aim will be to support the Councils offering a Business Partner interface with clients, leading case management and progressive ways of working. There will be a drive to reduce external spend and find ways to increase income where possible.

Annex B. Information Sharing Protocol

The parties to this Protocol are:

- (1) ST EDMUNDSBURY BOROUGH COUNCIL ("SEBC") of West Suffolk House, Western Way, Bury St Edmunds IP33 3YU and
- (2) FOREST HEATH DISTRICT COUNCIL ("FHDC") of District Officer, College Heath Road, Mildenhall, Suffolk IP28 7EY and
- (3) BABERGH DISTRICT COUNCIL ("BDC") of Corks Lane, Hadleigh, IP7 6SJ and
- (4) MID SUFFOLK DISTRICT COUNCIL ("MSDC") of 131 High Street, Needham Market, Suffolk IP7 6DL

A. Definitions

1. Unless otherwise defined below, the defined terms used in this Protocol shall have the meanings given to them in the MoU of which this Information Sharing Protocol forms a part.

2. The following terms have the following meanings:

Financial Data means financial information about the affairs of the parties.

Commercial Data means commercially sensitive information about the parties' services/function, or contracts between the parties and third parties.

Personal Data means personal information as defined in the Data Protection Act 1998.

Other Information means other information that is made publicly available or shared between the parties, including without limitation policies, procedures and reports.

Information means all Personal Data, Financial Data, Commercial Data and Other Information.

B. Purpose

1. As part of the joint provision of the Services, the parties are sharing Information to facilitate service delivery using powers under the Local Government Act 1972. This protocol sets out the minimum rules for sharing such Information.

2. Information will be shared as follows:
- (a) At meetings of the steering groups, project boards and similar meetings of senior officers.
 - (b) By officers and staff working in the Services, providing legal advice and generally in the operation of the Services.
 - (c) By individual staff members of one party accessing Information held by the other party when working on a shared services basis
 - (d) Through other collaborative working between the parties that may not be part of the formal shared services arrangement.
 - (e) Through business as usual sharing of Other Information.

C. General

1. Personal Data will only be shared:
- (a) to the extent necessary to carry out the Services and
 - (b) fairly and lawfully in accordance with the terms of the Data Protection Act
2. Information, except for Other Information, will be kept confidential and each party will have a duty to ensure that proper policies and measures are in place to achieve this, and will not disclose such Information to any third party except to the extent agreed by the authority whose Information it is, or from whom it has emanated, or as required by law.

D. FOI/EIR/DPA Requests

- 1. The parties will consult each other over the handling of a request for the disclosure of data originating from a party, but the final decision about disclosure will rest with originating party.
- 2. DPA Subject Access Requests will be dealt with in consultation between the parties, but the final decision about disclosure will rest with the originating party.

E. Details of Information Shared

- 1. The parties will ensure that the Service's case files will contain a record of the Information shared, and the date sharing commenced.
- 2. Officers of one party accessing Information of another party will be under a duty to maintain the confidentiality of that Information and to deal with Personal Data in accordance with the Data Protection Act 1998.

F. Indemnity and Warranty

1. Each party will indemnify the other parties against all costs, claims, damages and sums payable in respect of any breach of the obligations in respect to the use of Information contained in this protocol.
2. Each party will be responsible for ensuring:
 - (a) the quality of the Information shared
 - (b) that the Information shared is not excessive or irrelevant and is only used for the required purpose
 - (c) that the Information is subject to the appropriate security measures in place at the parties' premises and only released to the extent needed
 - (d) that the Information is only retained for as long as required to support the provision of the Services.

G. Dispute Resolution

1. The General Counsel of the Service will receive and deal with all complaints of breaches of this Protocol and notify the respective data protection/information security officers of any potential breaches.
2. Where a resolution cannot be reached to the satisfaction of the parties or, in the case of Personal Data, where the complainant is the subject of the Information, the dispute resolution will be reference to the Chief Officer of each authority with responsibility for the service concerned, and thereafter escalated to the shared service project board/ steering group or equivalent.

H. Review and Termination

1. This Protocol will be reviewed not later than five years after the date it is made.
2. Upon termination, each party will ensure that all Information belonging to the other parties is destroyed, returned or access removed as required by the other parties except to the extent that such Information forms part of legal case files and unless required by law.

Annex C. Contributions

Agreed costs

The following costs and contributions have been agreed as of the date of this MoU:

1. Staffing

Estimated cost of staffing budget including on costs = £923,000

To be shared on a 57/43% basis, BDC & MSDC/SEBC & FHDC for years one and two of the MoU, and on an agreed basis thereafter, according to the share of legal work carried out by the Service as determined with reference to the Case Management System.

2. Costs of the service

The service will accrue costs on a day to day basis and which relate to the hosting of the service at West Suffolk, for example, the provision of desk space, portable devices, telephone, printing, a case management system and ad hoc HR and finance support etc. The aggregate costs will be shared by BDC & MSDC/SEBC & FHDC on a 57/43% basis.

3. Exceptional costs

For the avoidance of doubt, existing legal project costs will sit at the originating party.

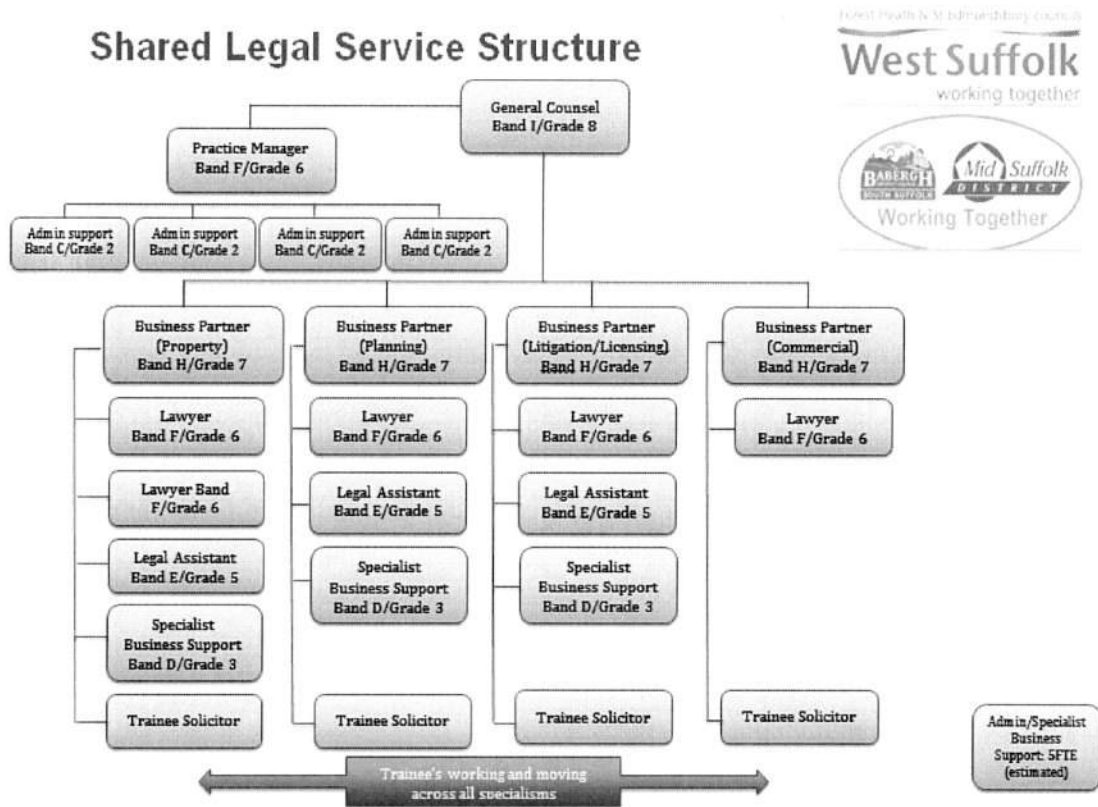
Any extraordinary pre-transition costs arising where external advisors are engaged to provide advice due to vacancies in the structure shall be borne by the party who incurs them.

If it becomes necessary to fill any vacancies in the structure by locums the costs shall be shared in the ordinary course (ie pre-recruitment) on a 57/43% basis.

Costs to be agreed

All other costs shall be negotiated between the parties in good faith and agreed within 21 days following the date of this MoU.

Annex D. Staff



Recent Customer Access Activities – October 2017
Compiled by Helen Austin Customer Experience Manager

Information Bulletin.

Update following discussion on Community Engagement at BDC O&S of 18 September 2017.

Successfully Opening the Customer Access Points

- Successfully completed the move to Stowmarket CAP on 11th September
- Up and running on the 'phones by 10am with customers being seen face to face from opening at 9am. We took the second highest amount of calls on our opening day up to that date in September.
- Sudbury CAP opened providing an enhanced service for customers compared to what they offered before
- Both sites are aiming for a mainly assisted service – showing customers how to complete their requests via our website/telephone rather than the traditional sit behind a desk way of working.
- Both the Licensing and Homelessness Teams are utilising their booked slots in the public interview rooms
- Planning reception at Hadleigh has now completely shut and Planning have provided training to Sudbury staff so they may assist customers to view applications etc. via our website.
- Analysis of telephone and face to face traffic governed revised opening times adjustment helping with resourcing issues.

Telephone Performance

Further to the last meeting when the discussions were around response time and unanswered calls, October's figures are showing an improvement on the previous month.

Statistic	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	1st to 18 Oct
AvgTimeAns	00:03:00	00:03:09	00:02:19	00:01:43	00:01:27	00:03:56	00:02:33

Statistic	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	1st to 18 Oct
Abandon	3805	4158	2686	1543	1388	3663	1465 forecast = 2685

Staff have been/are unsettled and anxious about the move leading to lower performance. There have been numerous corporate meetings regarding the moves which have impacted on staff availability at times. Influx of new staff starters in October which could lead to a slight dip in performance as officers are shadowed.

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JOINT OVERVIEW AND SCRUTINY COMMITTEE**INFORMATION BULLETIN – 18 DECEMBER 2017**

OFF-PAYROLL COSTS

Babergh Overview and Scrutiny Committee requested an update on the cost and numbers of off-payroll workers that were being used by the organisation. As this is also of interest to the Mid Suffolk Overview and Scrutiny Committee, because there is one workforce supporting the two councils, it was agreed to bring an information bulletin to the Joint Overview & Scrutiny Committee meeting in December.

Off-Payroll Workers

There are sound operational reasons why an organisation may want to take advantage of off-payroll workers and whilst there is a belief that they are more expensive than payroll staff due to a higher hourly or day rate, the Councils can flex the resource more quickly, only pay for work undertaken and do not have the liability for pension or redundancy costs.

Below is the definition for four categories of off-payroll workers that are currently being used to analyse the reason why the Councils need this type of resource:

Against establishment – Someone undertaking a role that is part of the establishment, but is not currently filled by an employee for a variety of reasons.

Additional capacity of existing skills – Someone undertaking a role, that is already within the organisation, but providing additional capacity above the established level.

Specialist skills not available within the organisation - Someone undertaking a role for which the skills are not contained within established roles.

Specific Procurement – Someone undertaking a role that has been specified and procured through a tendering process.

The majority of these workers come through our arrangement with Suffolk County Council's agency, Opus.

Due to the nature of these roles, the number of people within the organisation at any one point in time varies. The numbers provided are based on headcount and not full time equivalent figures.

Costs and Numbers of Off-Payroll Workers

Table 1 below shows the number of people and total cost for 2016/17 and 2017/18 as at October 2017, for the different categories and have also been split between current and completed assignments.

Table 1

	2016/17 Total		As At October 2017	
	<u>Number</u>	<u>Cost</u>	<u>Number</u>	<u>Cost</u>
<u>Established Role</u>				
Current	5	£345,296	5	£99,231
Complete	13	£565,442	11	£173,378
Total	18	£910,738	16	£272,609
<u>Additional Capacity</u>				
Current	23	£386,974	26	£309,908
Complete	45	£490,992	30	£237,917
Total	68	£877,966	56	£547,825
<u>Specialist Skills</u>				
Current	4	£226,233	3	£56,084
Complete	5	£288,966	2	£65,980
Total	9	£515,199	5	£122,064
<u>Specific Procurement</u>				
Current	3	£118,240	4	£169,511
Complete	0	0	0	0
Total	3	£118,240	4	£169,511
<u>TOTAL OFF-PAYROLL</u>				
Current	35	£1,076,743	38	£634,734
Complete	63	£1,345,400	43	£477,275
Total	98	£2,422,143	81	£1,112,009

Of the total cost in 2016/17, £550k was funded from the two Councils' Transformation Funds. The balance was charged against staffing budgets. As reported in the 2016/17 outturn reports to Cabinet, staffing budgets were underspent by £141k for Babergh and £67k for Mid Suffolk last year.

Whilst the current number of off-payroll workers is similar to last year, the average monthly cost has fallen from £202k in 2016/17 to £159k in 2017/18 to date. This is mainly attributable to the fact that people who were undertaking the more expensive management roles have left the organisation.

Table 2 below shows the historic level of expenditure for off-payroll workers for the years 2011/12 to 2016/17. The number of workers is not available for the early years in the table.

Table 2

	No	£'000
2011/12		176
2012/13		385
2013/14		708
2014/15	74	1,299
2015/16	82	1,522
2016/17	98	2,422

The table shows a steady increase in costs up to 2016/17, as the Councils integrated the workforce, developed new ways of working and undertook new initiatives, but this trend should reverse in 2017/18, based on costs to date and a couple of key projects coming to an end.

Service Area use of Off-Payroll Workers

Table 3 below shows the service areas that have or are using off-payroll workers in the current year, based on the total number of placements to date.

Table 3

<u>Service Area</u>	<u>Current</u>	<u>Complete</u>	<u>Total</u>
ICT and Information Management	9	12	21
Development Management	4	11	15
Strategic Planning	1	6	7
Customer Support	3	4	7
Elections	6		6
Governance	1	2	3
Communications	1	2	3
Environmental Protection	1	2	3
HR, OD and Health & Safety	1	1	2
Housing Rents	1	1	2
Leisure	1	1	2
Building Services	2		2
All Together Management	2		2
Property Services	1		1
Communities	1		1
Public Realm	1		1
Housing	1		1
Senior Leadership Team	0	1	1
Investment & Commercial Delivery	1		1
Total	38	43	81

The service areas that have seen the greatest use of off-payroll workers this year are explained in more detail below:

- The high numbers seen in ICT and Information Management are mainly due to the JOSIE project and the requirement to capture large volumes of data for

land charges and the GIS system, but also to assist with scanning and clearing documents as part of the All Together programme. These numbers will continue to reduce as the projects conclude.

- Development Management has experienced some staff turnover in recent months and has looked to make use of off-payroll workers to maintain performance against planning application processing targets. A number of posts have been advertised recently, to fill vacancies, but this is a market where high quality candidates are in short supply.
- Strategic Planning undertook a project to transfer historic data about Section 106 agreements into the new Community Infrastructure Levy software and required additional resources to undertake this work in a timely fashion.
- Customer Support has seen a few vacancies in the run up to the move to Stowmarket and some additional resource was required at the Needham Market office, until its closure, after the Stowmarket centre was opened.
- The Electoral Registration Officer has a statutory duty to make a personal visit to any property that hasn't responded to the annual canvass form and employs electoral canvassers for this purpose. These visits must be conducted during the 'canvass period' (August to November) but predominantly take place during October and November. As this work is very temporary and the number of hours worked is flexible, based on demand, the canvassers are employed through Opus.

Trend in Number of Current Placements

Table 4 below shows the trend in the number of current placements at October 2016, end of March 2017 and October 2017.

Table 4

<u>Current Placements</u>	October 2016	31 st March 2017	October 2017
Established Role	10	5	5
Additional Capacity	34	23	26
Specialist Skills	6	4	3
Specific Procurement	6	3	4
Total	56	35	38

The increase in additional capacity between March and October 2017 is a reflection of the electoral canvassing work that has been undertaken recently as outlined above.

Katherine Steel
Assistant Director – Corporate Resources

**MID SUFFOLK DISTRICT COUNCIL OVERVIEW AND SCRUTINY COMMITTEE
INFORMATION BULLETIN – 15 DECEMBER 2017**

The Information Bulletin is a document that is made available to the public with the published agenda papers. It can include update information requested by the Committee as well as information that a service considers should be made to the Committee.

**DEFINING THE PERFORMANCE FRAMEWORK, AND INDICATORS FOR
MONITORING DELIVERY OF THE JOINT STRATEGIC PLAN**

1. Members of the Overview and Scrutiny Committee requested, at their July meeting, an update report to demonstrate the process undertaken for defining the performance tracking and influencing indicators that monitor delivery of the refreshed Joint Strategic Plan (JSP).
2. A number of reports have been presented to the Executive Committee and more recently Cabinet, whereupon agreed recommendations have informed the development of Mid Suffolk and Babergh's outcome-focussed performance framework. A flowchart defining the process can be found on CONNECT through the Performance page in Business Improvement or by clicking this link [Flowchart](#).
3. Portfolio Holders (PHs) have agreed that the new framework, (which can be found on CONNECT through the Performance page in Business Improvement or by clicking this link [Performance Framework](#)) will include the development over time of tracking and influencing indicators that measure the outcomes and outputs as shown in the JSP. This accurate reflection of performance will demonstrate how effectively delivering key projects, services and activities are being delivered.
4. Future formal reporting to Cabinet will be ½ yearly and will seek to present not only the indicator data and trends, but recognise achievements and the impact this change is having in communities (as fed into the End of Year Report). Quarterly information for the indicators will be available on CONNECT.
5. At the June 2017 Cabinet meeting, Cabinet PHs asked to be more involved in choosing and refining the indicators and targets for their areas of responsibility. This work has been undertaken in most areas in conjunction with the Assistant Directors and has focused on indicators that act as mitigations for the high risks shown on the Strategic Risk Register, indicators that are key to delivery, and/or are of financial, political, or reputational sensitivity.
6. Confirmation of the indicators for some outcomes has taken longer than expected as clarity had to be sought on Cabinet Member responsibilities following changes made since they were agreed at Cabinet. Further delays also resulted from multiple Cabinet Members being responsible for one output (hexagon) in the JSP and the need to liaise between all parties.

7. Following the recent changes to managerial responsibilities for the Business Growth and Productivity theme and the Corporate Assets and Investments theme, the Assistant Director – Planning for Growth and the Assistant Director – Corporate Resources, will be working with officers and Cabinet Members to ensure that appropriate information is provided in the correct format for Q3 and then on an ongoing basis.
8. With exception to the comments made in paragraph 6 and 7 above, the process has resulted in new indicators being identified, deleted or refined, and amended targets. The change from the June report is as follows:

Theme/Outcome	New Indicators	Deleted Indicators	Refined Indicators	Amended Targets	Total Indicators
Waste & Environment	10	4	2	0	21
Enabled & Efficient Organisation	16 + 5 (to be confirmed by leaders)	2	0	2	33
Housing Delivery	3	2	3	1	25
Community Capacity Building & Engagement	2	0	0	0	19
Business Growth & Productivity	0	0	0	0	0
Assets & Investments	6 (housing)	0 (housing)	0 (housing)	1 (housing)	15 (housing related only)

9. It must however be stressed that it is not the number of indicators that are important but the quality and alignment to the JSP. The indicators need to provide a strong evidence base for service improvement and transformation, and facilitate better decision making and the efficient use of resources.
10. Cabinet Members requested at the 20 November Administration Briefing that they undertake a peer review, with the Assistant Directors, of all the identified tracking and influencing indicators. This is to ensure that they adequately monitor performance in delivering the JSP. This session is proposed for 5 March 2018 following the completeness of Q3 data input and analysis.
11. Cabinet received a performance report on 4 December 2017 with appendices from CONNECT, that presented for each outcome: the chosen indicators with targets, data for the period 1 April 2017 to 30 September 2017, trend information, commentary, achievements and impacts. The report and detailed appendices can be found at: [MSDC Cabinet performance report](#)

12. Members of the Overview and Scrutiny Committee will be able to monitor, on CONNECT, the developing framework and the refinements or changes to the indicators for each theme. Archived reports (and appendices) are held alongside the current information providing an audit trail of activity.
13. Embedding a strong performance culture is imperative to the success of the framework and the Senior Leadership team has committed to this; to make performance discussions the norm within teams and at 1-1s. As part of a culture shift, data owners are being identified for the data for each indicator and they are responsible for regular input to CONNECT. There is oversight by the Business Improvement team.
14. The performance framework is iterative and will continue to develop over time, particularly as new indicators emerge, targets are further stretched etc. It is by no means perfect but with Cabinet Members and Officers working together, and Scrutiny overview work continues it will be a sound system that is fit for purpose.

Author: Karen Coll (Corporate Business Improvement Manager)

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Forthcoming Decisions list (KEY, EXEMPT AND OTHER EXECUTIVE DECISIONS)

November to March 2018

Status	Subject	Summary	Decision Maker & Decision Date	Contacts:		Key Decision?
				Cabinet Member(s)	Officer(s)	
No change since last plan	Leisure Strategy	For comment and agreement	Cabinet 4/7 December 2017	Lead Member for Leisure – Diana Kearsley/ Margaret Maybury	Chris Fry 01449 724805 Chris.fry@babberghmidsuffolk.gov.uk	Yes
No change since last plan	BMSDC Enterprise Zone Sites	Draft discretionary business rates relief policies for Babergh and Mid Suffolk and draft memo of agreement for Sproughton	Cabinet 4/7 December 2017	Gerard Brewster/ John Ward	Lee Carvell 01449 724685 lee.carvell@babberghmidsuffolk.gov.uk	
No change since last plan	Cedars Park Community Centre - Future Management Arrangements	To comment and agree	Cabinet 4 December 2017	Julie Flatman	Jill Pearmain 01449 724573 Jill.pearmain@babberghmidsuffolk.gov.uk	Yes
No change since last plan	2018/19 Budget Report	For comment and agreement	Cabinet 4/7 December 2017	Peter Patrick John Whitehead	Katherine Steel 01449 724806 Katherine.steel@babberghmidsuffolk.gov.uk	Yes
No change since last plan	Quarter Two Budgetary Control	For comment and agreement	Cabinet 4/7 December 2017	Peter Patrick John Whitehead	Katherine Steel 01449 724806 Katherine.steel@babberghmidsuffolk.gov.uk	Yes
No change since last plan	Half Yearly Performance Report – April to September '17	To provide an update on performance	Cabinet 4/7 December 2017	Peter Patrick Glen Horn	Karen Coll 01449 724566 Karen.coll@babberghmidsuffolk.gov.uk	
New	Wingfield Barns	To provide an update	Cabinet 8 January 2018	Julie Flatman Diana Kearsley	Jonathan Free 01449 724859 Jonathan.free@midsuffolk.gov.uk	Yes

New	2018/19 Budget and Medium Term Financial Position	For comment and agreement	Cabinet 8/11 January	Peter Patrick John Whitehead	Katherine Steel 01449 724806 Katherine.steel@baberghmidsuffolk.gov.uk	Yes
No change since last plan	2018/19 Budget and Medium Term Financial Position	For comment and agreement	Cabinet 5/8 February 2018	Peter Patrick John Whitehead	Katherine Steel 01449 724806 Katherine.steel@baberghmidsuffolk.gov.uk	Yes
New	Public Realm Transformation Project	To go before a Task and Finish Panel in the first instance – then onto Cabinet	Cabinet 5/8 February	Julie Flatman/ Margaret Maybury	Peter Garrett 01449 724944 Peter.garrett@baberghmidsuffolk.gov.uk	Yes
New	Joint Babergh and Mid Suffolk Economic “Open for Business” Strategy	For comment and agreement	Cabinet 5/8 February	John Ward Gerard Brewster	Lee Carvell 01449 724685 lee.carvell@baberghmidsuffolk.gov.uk	Yes
New	Local Tourism Strategy Review	CONFIDENTIAL This report will be heard in private as per Paragraph 3 of Part I of Schedule 12A of the Local Government Act 1972, as it contains information relating to the financial or business affairs of any particular person (including the Council) with regards to detailed financial information to enable negotiated acquisitions	Cabinet 5/8 February	Margaret Maybury Julie Flatman	Lee Carvell 01449 724685 lee.carvell@baberghmidsuffolk.gov.uk	Yes
New	Leisure Investment Options	To comment and agree	Cabinet 8 February	Margaret Maybury	Chris Fry 01449 724805 Chris.fry@baberghmidsuffolk.gov.uk	Yes

Page 39	New	The Provision of Additional Homeless Accommodation in Stowmarket to support the introduction of the Homeless Reduction Act April 2018	CONFIDENTIAL This report will be heard in private as per Paragraph 3 of Part I of Schedule 12A of the Local Government Act 1972, as it contains information relating to the financial or business affairs of any particular person (including the Council) with regards to detailed financial information to enable negotiated acquisitions	Cabinet 5 February	Jan Osborne Jill Wilshaw	David Cleary	Yes
	No change since last plan	Future Options HQ Sites - MSDC	Council to debate first in February 2018 then to Cabinet for agreement.	Cabinet 5 March 2018	Nick Gowrley	Ian Winslett Lou Rawsthorne 01449 724772 Louise.rawsthorne@babberghmidsuffolk.gov.uk	Yes
	No change since last plan	Future Options HQ Sites - BDC	Council to debate first in February then to Cabinet for agreement.	Cabinet 8 March 2018	Jennie Jenkins	Ian Winslett Lou Rawsthorne 01449 724772 Louise.rawsthorne@babberghmidsuffolk.gov.uk	Yes
	New	Review of Housing Allocations Policy	To gain approval for changes to the Housing Allocations Policy	Cabinet 5/8 March	Jan Osborne Jill Wilshaw	Sue Lister 01449 724758 Sue.lister@babberghmidsuffolk.gov.uk	YES
	No change since last plan	Quarter Three Budgetary Control	For comment and agreement	Cabinet 5/8 March 2018	Peter Patrick/John Whitehead	Katherine Steel 01449 724806 Katherine.steel@babberghmidsuffolk.gov.uk	Yes
	No change since last plan	Neighbourhood Plan Update	To give an update on Neighbourhood plans	Cabinet TBA	David Whybrow/ Lee Parker	Paul Bryant/Paul Munson 01449 724771 Paul.bryant@babberghmidsuffolk.gov.uk	Yes

To be removed	<i>Introduction of Fixed Term Tenancies</i>	<i>No date scheduled at present</i>	<i>Cabinet TBA</i>	<i>Jan Osborne/ Jill Wilshaw</i>	<i>Sue Lister</i> 01449 724758 Sue.lister@baberghmidsuffolk.gov.uk	Yes
To be removed	<i>Taking Forward the Suffolk Growth Framework – Next Steps</i>	<i>No new date scheduled at present</i>	<i>SCOLT to advise.</i>	<i>John Ward/Gerard Brewster</i>	<i>Tom Barker</i> 01449 724647 Tom.barker@baberghmidsuffolk.gov.uk	



BABERGH DISTRICT COUNCIL

FORWARD PLAN

BABERGH DISTRICT COUNCIL

From: Henriette Holloway – Governance Support Officer	Report Number: JOS/17/5
To: Babergh Overview and Scrutiny Committee	Date of meeting: 18 December 2017

FORWARD PLAN FOR 2017/2018

The table below is a draft of the forward plan for the Mid Suffolk Overview and Scrutiny Committee. This table will be reviewed at each meeting and could be amended in the light of new items arising or as a result of items on the Forthcoming Decisions List being selected for scrutiny.

Date of Committee – 22 January 2018

Topic	Purpose	Lead Officer	Joint Strategic plan reference
Draft Joint Medium Term Financial Strategy and 2017/18 Budget.	To scrutinise the papers before final presentation to Full Council and to make any suggestions of changes felt appropriate.		Financially Sustainable Councils
Investment Strategy	To scrutinise the Business Plan before final presentation to Full Council and to make any suggestions felt appropriate.	Louise Rawsthorne Assistant Director – Investment and Commercial Delivery.	Financially Sustainable Councils
Introduction of Fixed Terms Tenancies		Sue Lister – Corporate Manager – Housing Options	

19 February 2018

Topic	Purpose	Lead Officer	Joint Strategic plan reference
Waste Strategy.	Review the Waste Strategy prior to it going to Cabinet, to ensure that the waste strategy is	Chris Fry Assistant Director – Environment	Financially sustainable Councils.

Future Options for the HQ Sites	Pre-scrutiny of the report before presentation to Cabinet 8 March	Louise Rawsthorne – Investment and Commercial Delivery Ian Winslett – Interim Development and Investment Executive	
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19 March 2018

Topic	Purpose	Lead Officer	Joint Strategic plan reference
The Five -year Land Supply	To discuss how Overview and Scrutiny can add value to progress on this. (Scoping exercise?)	Tom Barker – Assistant Director – Planning for Growth	
Cost of the move to Endeavour House			Financially sustainable Councils

23 April 2018
Joint Committee with Mid Suffolk District Council

Topic	Purpose	Lead Officer	Joint Strategic plan reference
Babergh and Mid Suffolk Building Services (BMBS)	12 months review after the implementation of the services This to include reporting back to the committee on progress in implementing the actions drawn up to reduce the days council properties are void.	Justin Wright - Newton Corporate Manager - BMBS	
Staff Welfare	Reviewing the impact, the office move has had on staff with the aim of learning points for other future major change activities. This to be a joint meeting with Mid Suffolk Overview and Scrutiny.	Anne Conway Corporate Manager HR & OD Katherine Steel Assistant Director – Corporate Resources	

Leisure Strategy (key Decision for Cabinet Dec 2017)	To scrutinise the paper presented to Cabinet	Chris Fry Assistant Director - Environments and Projects	
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21 May 2018

Topic	Purpose	Lead Officer	Joint Strategic plan reference

Future Babergh Overview and Scrutiny Committee Meetings:

18 June 2018	22 October 2018 An update on the Homelessness Reduction Act (2017)
23 July 2018	19 November 2018
20 August 2018	17 December 2018
17 September 2018 Crime and Disorder Panel meeting	

Topics identified for review by O&S but not currently timetabled:

Community Grants

Strong and safe communities was asked to report back following a 'health check' of the groups receiving grants. (To be an Information Bulletin) **TBC**

Fuel Poverty

Reporting back to the Committee on the changes incorporated into the Joint Fuel Poverty Strategy – Consider if further action is needed at this stage, in the light of it being incorporated into a Suffolk-wide strategy

CIL

Update on the outcome from the Joint Overview and Scrutiny Committee 18 December,

Pre-planning Applications

A review based on a scoping exercise

Crime and Disorder Panel meeting

Required to take place at least once a year, provisionally agreed to take place in **September** of each year.

An update on the Homelessness Reduction Act (2017)

Six months after the implementation of the Act **October 2018**.

Other topics identified:

- Void Times in Council Properties
- Home ownership review

Authorship:

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MID SUFFOLK DISTRICT COUNCIL

FORWARD PLAN

MID SUFFOLK DISTRICT COUNCIL

From: Henriette Holloway – Governance Support Officer	Report Number: JOS/17/6
To: Mid Suffolk Overview and Scrutiny Committee	Date of meeting: 18 December 2017

FORWARD PLAN FOR 2017/2018

The table below is a draft of the forward plan for the Mid Suffolk Overview and Scrutiny Committee. This table will be reviewed at each meeting and could be amended in the light of new items arising or as a result of items on the Forthcoming Decisions List being selected for scrutiny.

18 January 2018

Topic	Purpose	Lead Officer	Joint Strategic plan reference
Draft Joint Medium Term Financial Strategy and 2017/18 Budget.	To scrutinise the papers before final presentation to Full Council and to make any suggestions of changes felt appropriate.	Katherine Steel - Assistant Director – Corporate Resources	Financially Sustainable Councils
Investment Strategy	To scrutinise the Business Plan before final presentation to Full Council and to make any suggestions felt appropriate.	Louise Rawsthorne Assistant Director – Investment and Commercial Delivery.	Financially Sustainable Councils

15 February 2018

Topic	Purpose	Lead Officer	Joint Strategic plan reference
Waste Strategy.	Review the Waste Strategy prior to it going to Cabinet	Chris Fry Assistant Director – Environment	Financially sustainable Councils.

15 March 2018

Topic	Purpose	Lead Officer	Joint Strategic plan reference
The Five-Year Land Supply	To discuss how Overview and Scrutiny can add value to progress on this (Scoping exercise?)	Tom Barker – Assistant Director – Planning for Growth	

**19 April 2018
Joint Committee with Babergh District Council**

Topic	Purpose	Lead Officer	Joint Strategic plan reference
Babergh and Mid Suffolk Building Services (BMBS)	12 months after the implementation of the services, in April 2018. This to include reporting back to the committee on progress in implementing the actions drawn up to reduce the days council properties are void.	Justin Wright – Newton Corporate Manager - BMBS	
Staff Welfare	Reviewing the impact, the office move has had on staff with the aim of learning points for other future major change activities.	Anne Conway Corporate Manager HR & OD Katherine Steel - Assistant Director – Corporate Resources	
Leisure Strategy (Key Decision for Cabinet Dec 2017)		Chris Fry Assistant Director – Environments and Projects	

17 May 2018

Topic	Purpose	Lead Officer	Joint Strategic plan reference

Future Mid Suffolk Overview and Scrutiny Committee Meetings

14 June 2018	18 October 2018 An update on the Homeless Reduction Act (2017)
19 July 2018	15 November 2018
16 August 2018	20 December 2018
20 September 2018 Crime and Disorder Panel meeting	

Topics identified for review by O&S but not currently timetabled:

Community Grant

Strong and safe communities was asked to report back following a 'health check' of the groups receiving grants. (To be an Information Bulletin) **TBC**

Crime and Disorder Panel meeting

Required to take place at least once a year, provisionally agreed to take place in **September** of each year.

Community Transport Services

An update on the Homeless Reduction Act (2017)

Six months after the implementation of the Act in **October 2018**

Authorship:

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