



SUPPLEMENTARY AGENDA 2

Dear Councillor

ORDINARY COUNCIL - WEDNESDAY, 16TH MARCH, 2022

I am now able to enclose, for consideration on Wednesday, 16th March, 2022 meeting of the Ordinary Council, the following reports that were unavailable when the agenda was printed.

Agenda No	Item
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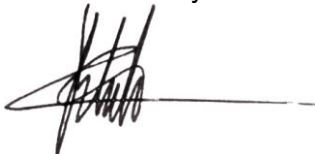
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| 11. | <u>Annual Review</u> (Pages 3 - 4) |
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Written Questions

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| 13. | <u>Urgent Business</u> (Pages 5 - 20) |
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An item of business may only be considered where the Chair is of the opinion that, by reason of special circumstances, which shall be specified in the Minutes, the item should be considered as a matter of urgency.

Yours sincerely



Chief Executive

Encs

14/03/22

Committee: Ordinary Council	Date: 16 th March 2022
Subject: Members' Written Questions – Annual Review	Wards Affected: All
Report of: Claire Mayhew – Corporate Manager (Democratic Services)	Public
Report Author: Name: Claire Mayhew - Corporate Manager (Democratic Services) Telephone: 01277 312741 E-mail: claire.mayhew@brentwood.gov.uk	For Information

Chair's questions will be taken under the Annual Review item as per last year. Members can ask up to two questions to two different Chairs.

Any Member may ask a Chair a written or oral question on

- any matter included within the Annual Review; or
- any matter in relation to which the Council has powers or duties or which affects the Council's area and which falls within the area of responsibility of the Chair's committee.

The period allowed for written and oral questions and answers will not exceed 60 minutes without leave of the Mayor.

Two written questions have been received from Cllr Naylor, as follows:

Question 1

It was good to see the installation of the Electric Vehicle charging point in the Council carpark, and that it appears to be well used and appreciated. I also understand from a recent conversation I had with an officer, that the current overflow car park at Kings George's will soon have installed 5-10 EV charging points.

However, EV charging points at Williams Hunter Way car park have not been installed, and other potential ideal locations like Shenfield High Street and its Car Park do not have any charging points.

Can Members and the Public here, be provided with an update on the progress of installation of charging points around the Borough and the location of these points and the type/standard of the points, any difficulties the Council is facing installing points, and whether the Council has taken up any opportunity to access Central or Regional government schemes/funding, for example, the 'On-Street Residential Chargepoint Scheme'.

Response:

Thank you Councillor, the procurement for the provider of the EV Chargers is nearly complete and confirmation of appointment will happen in the next two weeks. The

council will then have a contractor in place who will roll out EV Charging Points in a number of Council owned Car Parks including King Georges, the Multi Storey Car Park, William Hunter Way, Chatham Way, Hunters Avenue in Shenfield, Friars Avenue in Shenfield, Market Place Ingatestone and Bell Mead Ingatestone. Once the contractor is in place a timeline will be produced confirming when installation of the EV Chargers to the different locations is scheduled.

The EV Chargers provided will be a mixture of Fast Charging and Rapid charging which will depend on the amount of power that will be accessible at the different locations. The contractor will apply for and use government funding where appropriate. With regards on-street EV Charging, Brentwood Council are engaged with Essex County Council who are seeking to roll out pilots later this year and we will continue to discuss this with them.

Question 2

The cost of fossil fuel derived energy is on the rise, predicated to shapely rise again in the coming weeks and months.

Given the high cost of energy, not just in Monetary terms, but the burning of fossil fuels has for example on the Air Quality in Brentwood and its associated health implications. Will the Council take every opportunity during this difficult period for consumers and residents and what should be a decade of transition away from dirty and problematic fossil fuels, to improve provision and access to Public Transport, high quality Walking and Cycling infrastructure, EV Charging Points, and building that are less reliant on fossil fuel energy.

Whether it's for example, accessing schemes or funding from Central/Regional government, lobbying Central and Regional government for help and investment, and ensuring plans for development in the borough are up to standard, and developers contribute to the task.

Response:

Thank you Councillor for your question. I can confirm that the Council will support initiatives that encourage or allow access to funding for our residents to undertake 'Environmental' projects in order to reduce their own carbon footprint. The Council will be investing in more EV Chargers across Council owned car parks and new developments must meet much tighter environmental requirements when they build than before. The Council have already been successfully awarded from the LADS 2 programme £202k funding to retrofit some of our HRA housing with the council setting aside £66k match funds to support the full unlocking of this funding.

Agenda Item 13

Committee: Ordinary Council	Date: 16 March 2022
Subject: Revenue and Benefits Partnership	Wards Affected: All
Report of: Jonathan Stephenson, Chief Executive	Public
Report Authors: Name: Steve Summers, Strategic Director (Deputy Chief Executive)/ Jacqueline Van Mellaerts, Corporate Director (Finance & Resources) & Section 151 Officer Telephone: 01277 312500 E-mail: steve.summers@brentwood.gov.uk/jacqueline.vanmellaerts@brentwood.gov.uk	For Decision

Summary

Members will be aware that the Council entered a partnership arrangement with Basildon Borough Council to deliver both councils' Revenue and Benefits Services. The Partnership Board consists of officer representatives from both authorities which oversees performance of the current partnership whilst also exploring future sharing opportunities.

Following discussions between the respective local authorities, an opportunity has now arisen to investigate the possibility of expanding the partnership to include the provision of Revenue and Benefits Services to Castle Point Borough Council.

Subsequently a high-level piece of work was undertaken to benchmark Castle Point Borough Council's Revenues and Benefits Service against the existing Brentwood and Basildon Shared Service. As this piece of work was very high level the data gathered could not be used to establish viability of a shared service without further detailed work being undertaken.

To proceed, an equal level of commitment is required from all interested parties, and this is reflected in the proposed Memorandum of Understanding (MoU) with Brentwood Borough Council, Basildon Borough Council and Castle Point Borough Council as attached at Appendix A.

Recommendation(s)

Members are asked to:

- R1. Approve Brentwood Borough Council enters into a Memorandum of Understanding (MoU) with Basildon Borough Council and Castle Point Borough Council to enable the commencement of exploratory work in relation to a potential joint working opportunity as attached at Appendix A.**
- R2. Approve that a detailed Business Case is reported to a future Policy, Resources and Economic Development Committee.**

Main Report

Introduction and Background

1. At the 11 February 2015 Finance and Resources Committee, (Min 453 refers) it was resolved that the Council enter a Revenues and Benefits Shared Services Partnership Agreement with Basildon Borough Council.
2. Subsequently at the 15 February 2017 Policy Finance and Resources Committee, (Min 282 refers) it was resolved to recommend the approval of a new Revenues and Benefits Shared Service Agreement with Basildon Borough Council to Ordinary Council. This new agreement included the formal co-location of Brentwood Borough Council's Revenue and Benefits staff within one merged site within Basildon Council offices and included the formation of a Partnership Board.
3. This decision was ratified at the 1 March 2017 Ordinary Council, (Min 294 refers).

Issue, Options and Analysis of Options

4. The Revenues and Benefits Service Partnership provides an extensive range of digital and workforce development solutions to streamline processes and optimise Revenues and Benefits.
5. The Partnership service combines a customer base of 120,000 homes and businesses between Brentwood and Basildon Councils, collecting over £300

million in Council Tax and business rates every year. The Partnership is very well established with the ability now to onboard other authorities.

6. The Partnership was also successful in winning the Institute of Revenues Rating and Valuation (IRRV) Excellence in Partnership Award in 2017 and finalists in the IRRV Innovation Awards 2019.
7. This Memorandum of Understanding (MoU) endorses the vision of the partnership between Brentwood Borough Council, Basildon Borough Council and Castle Point Borough Council - supporting the Councils partnership aspirations to deliver quality front and back-office services in collaboration through partnership working and shared service arrangements.
8. The partnership will operate to provide modern, high quality and affordable services, and will look to deliver this across a range of both support, and customer facing services.
9. The partnership aims to attract additional business from public sector customers, by embracing the following core objectives:
10. The partnership will;
 - a) Improve service experience for our customers
 - b) Improve service resilience and business continuity
 - c) Deliver value for money
 - d) Demonstrate strong leadership and commercial competency
 - e) Maximise opportunities for income generation and cost recovery
 - f) Provide a model of longevity to deliver an ongoing income stream
 - g) Drive continuous improvement in terms of performance, cost, and user experience
 - h) Public sector value and experience 'By public sector for public sector'
 - i) Reinvest all income generated back into services which benefit our residents
 - j) Reduce costs through the adoption of innovative design and technology
 - k) Adopt a true partnership approach, as opposed to an outsourcing approach
 - l) Ensure a mechanism for our Councils to retain their sovereign identity
 - m) The work undertaken to date under this MoU will also set a framework for any future shared service arrangements.

Memorandum of Understanding (MoU) Vision

11. This Memorandum of Understanding (MoU) sets out the following vision:

‘Brentwood Borough Council, Basildon Borough Council and Castle Point Borough Council believe that our collaboration enables resilience and preservation of the services we offer our customers. Brentwood Borough Council, Basildon Borough Council and Castle Point Borough Council are committed to collaborate in areas where service synergy or operational need/resilience present opportunities that meet and fulfil strategic objectives in our respective Corporate Plans. Such arrangements must offer benefits to our customers and work to create future income streams or cost efficiencies whilst retaining the identity of each council’.

12. This approval will make public the partnership aspirations between Brentwood Borough Council, Basildon Borough Council and Castle Point Borough Council – supporting the Councils’ aspirations to work collaboratively and to consider joint working opportunities.

Purpose of this Memorandum of Understanding (MoU)

13. To set out clearly what the partners have agreed to do and ensure all members and employees of the respective organisations are aware and committed to this objective.

14. Each partner organisation by entering the MoU will have the approval to:

- a) Commit time and resources to deliver a Business Case for the Project.
- b) Observe the Project governance arrangements as set out within this agreement.
- c) Make officers and/or resources available to lead, support and facilitate delivery of the Business Case.
- d) The Project to be considered for delivery under the MoU will be the expansion of the Revenues and Benefits Shared Service to include Castlepoint Borough Council.

15. If the approval for the MoU is provided then a detailed business case will be developed and presented to a future Policy, Resources and Economic Development Committee for consideration. The aim of the proposed project is to identify savings of up to £250,000 across the three authorities.

Reasons for Recommendation

16. To enable the council to consider opportunities to meet the Corporate Strategic Plan 2020-2025 key priority of ‘Delivering an efficient and effective council’.

Consultation

17. None.

References to Corporate Plan

18. This objective meets with the Council's 'Delivering an efficient and effective council' key priority as set out in the Corporate Strategic Plan 2020-2025.

Implications

Financial Implications

Name/Title: Jacqueline Van Mellaerts, Corporate Director (Finance & Resources)
Tel/Email: 01277 312500/jacqueline.vanmellaerts@brentwood.gov.uk

19. There are no direct financial implications of entering into the MoU itself however there will then be costs associated with developing the Revenues and Benefits shared service business case and subsequent implementation as appropriate.

20. These will be refined as further scoping work is undertaken and the partners will allocate a contribution to fund any business case development resources as required. These are subject to further agreement but are estimated to likely be between 10k and 20k for Brentwood which will be met from existing resources where possible, or from the service investment reserve for the initial set up period.

21. However, it is expected that further efficiencies will arise from the business case by onboarding Castle Point Borough Council to the partnership, thus ensuring the onboarding will have a cost neutral effect overall. Some examples of these efficiencies will arise from vacancies from the partnership staffing structures as well as supplies and services through procurement of software costs. Through greater collaboration and joint working across the three Councils will drive higher economies of scale, increase knowledge sharing and investing growth and training within the teams.

Legal Implications

Name & Title: Amanda Julian, Corporate Director (Law & Governance) and Monitoring Officer

Tel & Email: 01277 312500/amanda.julian@brentwood.gov.uk

22. An MoU is not a legally binding document unless the parties agree to the inclusion of a clause which provides that it shall be legally binding. It is however a document which demonstrates the parties' intent to move forward with a particular course of action, setting out the parties' commitment to that which is proposed.

23. This MoU does not substitute or override the need to enter formal legal arrangements, upon the approval of viable business cases. The request to enter formal section 101 Delegation Framework Deeds between authorities will need member approval at Full Council.

24. Nothing in the MOU will affect the s113 arrangements BBC have with Rochford District Council.

Economic Implications

Name/Title: Phil Drane, Corporate Director (Planning and Economy)

Tel/Email: 01277 312500/philip.drane@brentwood.gov.uk

25. There are no direct economic implications arising from the MoU.

Background Papers

- Report to Special Council, 12 February 2013
- Report to Finance & Resources Committee, 11 February 2015
- Report to Policy, Finance & Resources Committee, 15 February 2017
- Report to Ordinary Council, 1 March 2017

Appendices to this report

- Appendix A: Draft Memorandum of Understanding

Basildon Council, Brentwood Council and Castle Point Council Collaboration Vision

MEMORANDUM OF UNDERSTANDING

Date: March 2022

Basildon, Brentwood and Castle Point Vision

MEMORANDUM OF UNDERSTANDING

Vision

This Memorandum of Understanding (MOU) sets out the following vision:

‘Basildon Borough Council, Brentwood Borough Council and Castle Point Borough Council believe that our collaboration enables resilience and preservation of the services we offer our customers. Basildon Borough Council, Brentwood Borough Council and Castle Point Borough Council are committed to collaborate in areas where service synergy or operational need/resilience present opportunities that meet and fulfil strategic objectives in our respective Corporate Plans. Such arrangements must offer benefits to our customers and work to create future income streams or cost efficiencies whilst retaining the identity of each council’.

Endorsement:

Agreed By:

Leader of Castle Point Council

Printed.....Dated.....

Leader of Basildon Borough Council

Printed..... Dated.....

Leader of Brentwood Borough Council

Printed..... Dated.....

Appendix 1 - Memorandum of Understanding (MOU)

Introduction

This Memorandum of Understanding (MOU) endorses the vision of the partnership between Basildon Borough Council, Brentwood Borough Council and Castle Point Borough Council (the Partnership) - supporting the Councils partnership aspirations to deliver quality front and back-office services in collaboration.

The Partnership will operate to provide modern, high quality and affordable services, and will look to deliver this across a range of both support, and customer facing services. Herein referred to as a Project.

The First Project to be considered under the MOU will be the expansion of the Revenues and Benefits Shared Service.

The Partnership aims to attract additional business from public sector customers, for the First Project and any subsequent Project that may be agreed, by embracing the following core objectives:

The Partnership will;

- Improve service experience for our customers
- Improve service resilience and business continuity
- Deliver value for money
- Demonstrate strong leadership and commercial competency
- Maximise opportunities for income generation and cost recovery
- Provide a model of longevity to deliver an ongoing income stream
- Drive continuous improvement in terms of performance, cost, and user experience
- Public sector value and experience 'By public sector for public sector'
- Reinvest all income generated back into services which benefit our residents
- Reduce costs through the adoption of innovative design and technology
- Adopt a true partnership approach, as opposed to an outsourcing approach
- Ensure a mechanism for our Councils to retain their sovereign identity

The work undertaken to date under this MOU will set a framework for any future Projects for shared service arrangements.

1.0 Purpose of this Memorandum of Understanding (MoU)

1.1 To set out clearly what the partners have agreed to do and ensure all members and employees of the respective organisations are aware and committed to this objective.

1.2 Each partner organisation now has approval to:

- Commit time and resources to deliver a Business Case for a Project.
- Observe the Project governance arrangements as set out within this agreement.
- Make officers and/or resources available to lead, support and facilitate delivery of the Project.

2.0 The Proposed Project Governance Arrangements that will move the Partnership from this Approval to Feasibility and Transition Phase

- 2.1 The Partnership will take forward the development of a Business Case for each prospective Project. The Partnership will ensure that their respective boards or other governing structures are appropriately briefed before seeking the required approvals at the appropriate stages of the project. It will do this by working collaboratively within the Partnership to develop and deliver against a detailed project plan with clearly defined milestones.
- 2.2 The Partnership agree to use their reasonable endeavours to implement Projects in accordance with the timescales envisaged. This shall include ensuring respective board approvals and necessary consents are sought in a timely and efficient manner to the relevant decisions that must be made by the Partnership board at each milestone requirement.

3.0 The Funding for the 'Start – up' Phase

(The Start-up phase being the development of the Outline Business Case)

- 3.1 If funding is required to appoint dedicated resources in respect of an agreed Project under this MOU, this will be funded as an equal contribution from all shared service partners that are involved in the delivery of that Project.

4. The Timescale

- 4.1 Individual business cases will be explored separately for each identified Project. A clear timeline and delivery plan will be presented with each opportunity and business case.
- 4.2 The senior sponsors of the collaboration have the desire to explore as many Projects as possible, to assess opportunity, synergies and service needs.
- 4.3 If the Outline Business Case of a Project is approved, progress to a Detailed Business Case, including option and financial analysis can commence. Following approval of the Detailed Business Case project feasibility, mobilisation and implementation of the project plan will begin as soon as reasonably practicable following approval.

4.4

5. The Required Behaviours and Attributes during the 'Start up' and 'Development' Phase

(The Development Phase being the production of the Detailed Business Case)

- 5.1 In carrying out ongoing operational activity, the Partnership will work in an open and transparent fashion to promote their shared strategic aims and objectives.
- 5.2 The Partnership will do this by:
 - Actively considering and anticipating decisions, which may have an impact on the role and purpose of the Project.

- Not entering into any formal agreements or decisions that could impact on the role and purpose of a Project without consulting and liaising with the Partnership Group.
 - Ensuring key decisions (those which move a Project from one phase to another) are notified in advance of final decision to the members of the Partnership together with consideration of their impact on a Project and its future deliverability.
 - Before commissioning any further key planning or contracts, the Partnership will consult and engage with the Partnership Group and consider their views.
- For the avoidance of doubt the above points in 5.2 do not apply to any overarching strategic agreements between Partnership members and other partners, that are subject to existing arrangements

5.3 In working to deliver these objectives the Partnership will:

- Commit fully to working together to achieve the objectives and vision of the Partnership.
- Act with integrity, selflessness, and openness.
- Be as open as possible about all the decisions and actions that are taken.
- Give reasons for decisions and restrict information only when the wider public interest clearly so requires.
- Promote and support the principles of the Partnership through leadership, behaviour, and leading by example.

6.0 Communication and Publicity

6.1 No announcement, circular, press release or other statement shall be made in relation to this MoU and/or ensuing Project unless such announcement is agreed by the nominated spokesperson from each of the partners.

7.0 Project Governance

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

7.2 Guiding Principles

7.3 The following guiding principles are agreed. A Project's governance will:

- provide strategic oversight and direction;
- be based on clearly defined roles and responsibilities at Delivery Team, Partnership Board and organisational level;
- align decision-making authority with the criticality of the decisions required;
- be aligned with a Project's scope (and each Project stage) (and may therefore require changes over time);
- provide coherent, timely and efficient decision-making; and
- Correspond with the key features of Project governance arrangements set out in this MoU.

7.4 The Project / Partnership Board

- 7.5 The Project / Partnership Board provides overall strategic oversight and direction to a Project. This group will consist of a senior sponsor from Basildon Borough council, Brentwood Borough Council and Castle Point Borough Council.
- 7.6 A Project Board shall be managed in accordance with the terms of reference set out in this MoU.

7.7 The Delivery Team

- 7.8 The Delivery Team will provide strategic management at Project and work stream level. It will provide assurance to the Individual Sponsors at the individual organisation level that the Key Objectives are being met and that a Project is performing within the boundaries set by the Board.
- 7.9 The Delivery Team consists of representatives from each of the Partner Organisations. The Delivery Team shall have responsibility for the creation and execution of the project plan and deliverables, and therefore it can draw technical, commercial, legal and communications resources as appropriate into the Project Board. The core Delivery Team members are those nominated from each of their Board representatives.

7.10 Reporting

- 7.11 Each Project shall report at three levels:
- 7.12 **Organisations' Individual Governance Arrangements:** Receive reports a Business Cases for sign off.
- 7.13 **Project Board:** Once a Project has been accepted reporting shall be monthly or when necessary, based on the action points from the Delivery Team Meetings highlighting: Progress this period; issues being managed; issues requiring help (that is, escalations to the Partnership Board) and progress planned next period and/or aligned with the frequency of the Partnership' Board meetings.
- 7.14 **Delivery Team:** Once a Project has been accepted actions will be recorded for each project team meeting. The Delivery Team members shall be responsible for drafting reports to the Project Board as required for review.

8.0 Escalation

- 8.1 If any partner has any issues, concerns or complaints about a Project, or any matter in this MoU, that partner shall notify the other partners and the partners shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable 28 days, the matter shall be escalated to the Project Board, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Project Board within 20 working days, the matter may be escalated to the Partnership Board for resolution.

- 8.2 If any partner 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 a Project, the matter shall be promptly referred to the Project Board (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, without the prior approval of the Project Board (or its nominated representatives). This to take no more than 15 days so that any response can be provided within the statutory timeframes, this paragraph also applies to any request under the Environmental Information Regulations.
- 8.3 Each Project shall ensure that a Data Protection Impact Assessment is undertaken on the sharing of personal data under the Data Protection Act 2018 (and Applied UK GDPR). Each partner must ensure that they have suitable and adequate arrangements in place to keep data secure. Any breach must be reported to each partner within 24 hours to the Data Protection Officer(s) (DPO) of the partners who will appoint a lead who will collate and gather information or ensure compliance with reporting of any breaches to the Information Commissioner's Officer (ICO).
- 8.4 Any formal data sharing agreement will form part of each Business Case for each Project signed off and agreed by the DPO(s).

9.0 Intellectual Property

- 9.1 The partners intend that any intellectual property rights created in the course of the Project shall rest in the partner whose employee created them (or in the case of any intellectual property rights created jointly by employees of more than one partner in the partner that is lead partner for the part of a Project that the intellectual property right relates to).
- 9.2 Where any intellectual property right rests in a partner in accordance with the intention set out in clause 9.1 above, that partner shall grant an irrevocable licence to the other partners to use that intellectual property for the purposes of that Project.

10.0 Term and Termination

- 10.1 This MoU shall commence on the date of signature by all partners and shall expire on the approval of the Final Business Case.
- 10.2 Any of the partners may terminate its involvement in the MoU by giving at least three months' notice in writing to the other partners at any time.

11.0 Variation

- 11.1 This MoU, may only be varied by written agreement of the whole of the Partnership Board.

12.0 Charges and Liabilities

- 12.1 Except as otherwise provided, the partners shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.
- 12.2 The partners agree to share the costs and expenses arising in respect of a Project between them in accordance with a Contributions Schedule to be developed by the Delivery Team and approved by the Project Board within three months of the date of this MoU. In so far as each partner is party to the Project in question for the avoidance of doubt only those partners who are involved in the approval and delivery of the approved business cases will be liable for costs and expenses in relation to that Project.
- 12.3 All partners shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and no partner intends that any other partner shall be liable for any loss it suffers as a result of this MoU.
- 12.4 This MoU does not substitute or override the section 101 Delegation Framework Deed between Basildon Borough council and Castle Point Borough Council.
- 12.5 Nothing in this MOU substitutes or overrides the Strategic Partnership s113 between Brentwood Borough Council and Rochford District Council (the Strategic Partnership). Nothing in this MOU has the effect to prevent the Strategic Partnership from implementing its own business cases without prior approval of the Partnership Board herein referred to above.
- 12.6 For the avoidance of doubt this MOU does not enable Rochford District Council to be party to any Project the Partnership shall propose and approve.

13.0 Status

- 13.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Partners from this MoU. The Partners enter into the MoU intending to honour all their obligations.
- 13.2 Nothing in this MoU is intended to, or shall be deemed to, establish any binding partnership or joint venture between the Partners, constitute any Partner as the agent of another Partner, nor authorise any Partner to make or enter into any commitments for or on behalf of another Partner.

14.0 Governing Law and Jurisdiction

- 14.1 This MoU shall be governed by and construed in accordance with English law and, without affecting the Escalation procedure set out in clause 8, each Partner agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

15.0 Resources

- 15.1 The project board will define the expected resource allocation for the development of the Outline Business Case as each project is considered.

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