

# **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.