

Legal Questions Arising from Committee Meeting 9th July 2014

Q.1.	You advised that the form of agreement was circulated by Maldon DC's Head of Housing , and you understand that it has not been circulated for signing yet.
	Agreement in principle to joining was indicated and a decision would be made by the Committee in due course.
Q.2.	Your understanding is that the arrangement will be at zero cost to the Council as ECC have (or are in the process of) selecting Blue Watch, affiliated with the Fire Service, which will be meeting the cost of the service by charging private landlords to be part of the scheme, via a subscription.
	Correct: to ensure that this is viable, local authorities will however be expected to promote and support the scheme giving confidence to Bluewatch that this is the only scheme recognised and supported by those who are part of the consortium. There is also a commitment to support the implementation and development of the scheme through participation in meetings of the consortium.
Q.3.	We noted therefore that the Council's formal requirements for procurement, which apply to contract above a given value , would not be an issue here – i.e. to nil cost concession-type contracts such as this. However changes in law are coming in next year that may alter that position so it may be best to sign off the agreement before year's end.
	Acknowledged.
Q.4.	<p>In light of the above, we discussed three general points in particular that you should raise with Maldon:</p> <ol style="list-style-type: none"> 1. You should confirm/check that there are in fact no other costs (or resources) that the Council will need to pick up. If there is a significantly higher value to the agreement this may change your procurement requirements.
	<p>As above, contract is clearly at nil value but please note that for this (or any other scheme) to be effective, the consortium agreement would have to be signed and each member authority expected to support through involvement with the work of the group the development and expansion of the scheme. Meetings have been monthly to date (roughly two hours). Admin to be taken on by Bluewatch but chairing of the consortium / project group to be rotated amongst LA members each year.</p> <p>Naturally, the harder we all work to promote and support the scheme, the better the chances are that costs can be kept as low as possible and recovered through membership fees – which is why we need the active support of consortium members.</p>
	<ol style="list-style-type: none"> 2. You should consider the exit period (point 3 below) – usually this is constrained to 3-6 months notice, here it is 12months – if you are sure this is nil cost then 12 months may be more suitable given there is a subscription (presumably annual) process for Landlords
	Yes: for the reasons given it was thought necessary to make this consistent with the terms being offered to landlord members.
	<ol style="list-style-type: none"> 3. We discussed the fact that it may be clearer for you to sign the main agreement

	form rather than the memorandum of accession document (as set out below).
Q.4.	The agreement is a draft (binding once signed) collaboration agreement by which 7 authorities are named, in the Essex Region. However Brentwood are not named in the document.
	Brentwood were not included on the initiating agreement (we had to proceed with the project and couldn't hold up any longer) but have a revised version that includes Brentwood and the existing one was drafted to enable this to happen.
Q.5.	Essex are the authority which is to proceed with the drafting/legal work in relation to the agreement, and will also procure the provider. However they too are not named in the agreement draft.
	Correct: Essex assisted with the procurement but are not a local housing authority therefore as much as it may support some of their wider strategic aims, the scheme is primarily to support the strategic and legal duties of local (housing and environmental health) authorities. This was to some extent an outcome of the Whole Essex Community Budget working which identified PRS as an aspect of housing that was growing but unregulated. ELAS won't in itself improve some of the worst problems in this sector but it's a start and a way of promoting good practice – leaving us better able to concentrate on those who are less willing to work within this framework.
Q.6.	It is worth noting that the agreement binds parties to a given financial limit yet to be set (as it is subject to further consideration by the executive group and its Chair). Also it proposes a 12 month notice period before withdrawal, at which point of course cost may be incurred for which the withdrawing party may be liable.
	Correct; difficult to agree limits with partners outside of the consortium but we have a mutual interest in making sure that this is reasonable, balancing the possible costs we could each incur with the reasonable costs of making other arrangements, e.g. supporting and maintaining member landlords in that area, as a result of an authority withdrawing. Quite likely that this could be linked to the income being generated from that district which is difficult to quantify prior to the scheme becoming operational.