



Administrative Arrangement

Between

Blackpool Council (Host Partner)

and

Fylde Borough Council (Partner)

Relating to the provision of

Revenue & Benefits services to both Councils

(This agreement is effective from 1st October 2008
for a 5 year period, subject to an annual review)

Version 5

(DATED: 10th September 2008)

Administrative Arrangement
Revenues & Benefits Services
Blackpool Council & Fylde Borough Council

Administrative Arrangement

This arrangement is made between:

(1) Blackpool Council of PO Box 11, Town Hall , Blackpool, FY1 1NB,
("Blackpool"), and

(2) Fylde Borough Council of the Town Hall, St. Annes FY8 1LW, ("Fylde")

Shared Service Host Partner

Organisation: Blackpool Council

Name: Julian Kearsley

Position: Executive Director of Business Services

Signature: _____ Date: ____/____/____

Shared Service Partner

Organisation: Fylde Borough Council

Name: Phillip Woodward

Position: Chief Executive

Signature: _____ Date: ____/____/____

RECITALS

The Executive Members for Blackpool and Fylde have agreed to collaborate for a provision of a Shared Service for Revenues and Benefits, pursuant to Section 101 (5) of the Local Government Act 1972 and Regulation 11 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 in the manner and upon the terms hereinafter set out.

(Blackpool Cabinet Member Decision PH149/2007)

(Fylde Cabinet Decision Minute 10 / July 2007)

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1 Definitions & Interpretations

In this Agreement, the following expressions shall, save where the context otherwise requires, have the following meanings:

- **'Arrangement'** - means this Arrangement between the parties together with the Schedule(s) to it, as amended, modified, or supplemented from time to time in accordance with those provisions.
- **'Commencement Date'** - means 1st October 2008.
- **'Partners'** – means both partnering authorities (Blackpool and Fylde)
- **'Fees'** - means the fees payable under this Arrangement to Blackpool as host partner, for the provision of services.
- **'Head of the Shared Service'** – Assistant Director Revenues and Benefits, Blackpool Council
- **'Renewal Date'** - means April 1st in any year.
- **'Schedule'** - means any Schedule incorporated in this Arrangement.
- **'Services'** – refers to the services detailed in Schedule 2.
- **'Shared Service'** – means the joint service provided by the Partners under this Arrangement

2 Administrative Arrangements

2.1 Nature of the Arrangement

Pursuant to Section 101 (5) of the Local Government Act 1972 and Regulation 11 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000, Blackpool and Fylde agree to develop and maintain a Shared Service for Revenues and Benefits on the terms hereinafter set out in order to achieve efficiency savings.

2.2 Duration

This Arrangement shall be for a term of [5] years from the Commencement Date unless the parties agree to determine under clause 7.1 of this Arrangement

2.3 Principles

The Partners shall jointly develop a Revenues & Benefits Service and will work to develop an environment of co-operation and trust using the following agreed principles:

- *Be accountable* – to the joint responsibilities set out in this Arrangement
- *Collaborate and co-operate* – establish and adhere to the governance structure to ensure that service activities are delivered and actions taken on a joint basis

- *Be open* – communicate openly about major concerns, issues or opportunities relating to the services provided
- *Learn, develop and achieve potential* – share information, experience and skills to learn from each other and develop new ways of working together. Work collaboratively to identify business improvements, eliminate inefficiencies and reduce the cost of service provision
- *Adopt a positive outlook* – demonstrate a positive, “can do” attitude, looking at ways to improve services
- *Focus on excellent customer and public services* – support this Arrangement through a detailed service plan, which will show how delivery will be targeted and managed

2.4 Aims and Objectives

The Partners aim to provide a modern, efficient, customer focused service that meets the collective needs and interests of the citizens of both Blackpool and Fylde. The Partners are committed to continuous improvement whilst delivering value for money.

The Partners aim to achieve the following service objectives:-

- To issue bills promptly to all liable persons, net of entitlements, and to operate a fair and sensitive debt collection policy which acknowledges that there are instances of genuine need, but recognises that customers have a responsibility to pay their debts.
- To provide a speedy, accurate and secure Housing Benefit service that is accessible to everyone in the community and ensures claimants receive the benefits to which they are entitled.
- To minimise Housing Benefit Overpayment and maximise the recovery of those that occur.
- To encourage a strong culture of good performance that sets aspirations to be amongst the best in local authority services.
- To develop and deliver the services within the agreed timeframe, standards and budget, to realise projected savings, in accordance with the policies and corporate commitments of each partner authority.

3 Governance Arrangements

3.1 Governance Structure

To achieve the agreed aims and objectives a Joint Board shall be established under Regulation 11 of the Local Authorities (arrangements for discharge of Functions) (England) Regulations 2000. The Joint Board shall consist of two members from Blackpool Council and two Members from Fylde Borough Council, advised by senior officers from each authority.

The Joint Board will exercise overall authority over the Shared Service and provide strategic direction, overview and accountability for the Shared Service.

The Shared Service is not established as a separate legal entity and therefore will not have authority to employ staff or enter into legally binding contracts with third parties. This role will be delegated to Blackpool, as host partner

3.2 Management

The Joint Board will delegate the management of services under this Arrangement to the Head of the Shared Service, who will:

- Report to the Joint Board as agreed;
- Provide timely information to external customers when requested;
- Provide prompt information as requested by Auditors (Internal & External) and appropriate Government bodies
- Provide performance information in accordance with the reporting mechanism for each authority

3.3 Compliance Monitoring

Both Blackpool and Fylde shall nominate an officer to monitor the Shared Service and the terms of this arrangement, and hold:

- Quarterly meetings between the Head of the Shared Service and Council representative/s to discuss service delivery issues, improvement processes, performance targets and costs.
- Ad hoc meetings with individual managers from Blackpool and Fylde where appropriate, to resolve service delivery and work related issues.

All parties must comply with statutory requirements and Government policies as they apply to services required and delivered under this Arrangement.

Compliance monitoring will take place in respect of balancing and reconciliation procedures, ensuring that statistical returns are completed within specified timeframes.

During the term of this Arrangement the Shared Service shall afford Blackpool, Fylde and associated internal and external auditors on reasonable notice, access to such information, records and materials retained and relating to the service, as reasonably required to undertake their duties.

Instruction from either Partner to the Shared service shall be in writing unless the Head of the Shared Service otherwise agrees after considering the circumstances. The Shared Service may take instructions from such persons specified by a Partner as an authorised signatory provided for this purpose.

4 Obligations

The partners covenant with each other:

- to contribute to shared service costs in line with authorised budgets, reviewed each year and subject to consultation. As part of this agreement practical arrangements have been made for the payment of invoices to cover costs in relation to running the Shared Service.
- not to unreasonably withhold or delay its consent to changes in procedure if such changes can be shown to have efficiency gains to the provision of Services, without detriment to the Customer. (ie. Benefit claimant, Council Tax payer)

5 Fees

Fylde agrees to pay Blackpool, expenses on a monthly basis in accordance with budget provision, and as detailed in Schedule 3.

6 Performance

The Partners will collaborate and work jointly to develop the Shared Service and provide the support and services required in contributing towards improved performance.

As a minimum, performance against National Indicators will be reported to the Joint Board. Further information in relation to performance against targets (national and local) is detailed under Schedule 4.

7 Terms and Conditions

7.1 Termination

Either partner may terminate this Arrangement by giving at least 12 months' notice in writing, to expire on or after a period, 5 years after the Commencement Date.

Either partner may by notice in writing, immediately terminate this Arrangement if the other commits any material breach of any term of this Arrangement and which (in the case of a breach capable of being remedied) has not been remedied within 30 days of a written request to remedy (such request to contain a warning of the intention to terminate).

Subject to an extension of the existing Arrangement, upon termination or expiry, appropriate staff, budget and resources will be transferred to the partner authorities as agreed between the Partners, in order to ensure continuous service provision. If the Partners fail to agree in this regard the matter will be resolved in accordance with clause 7.4 below. TUPE conditions will apply to any staff transfer.

In the event of a termination of this Arrangement, Blackpool shall provide on the written request of Fylde:

- Data held on any electronic systems in a standard format with accompanying file layout documentation. This data will be permanently deleted from Blackpool's system 3 months after the termination of this Arrangement.

7.2 Notices

Except as otherwise expressly provided, no Notice or other communication from one partner to another shall have any validity, unless made in writing, by or on behalf of the partner concerned.

Any Notice which is to be given by either party to the other shall be given by letter (hand delivered, or sent by registered post or recorded delivery). Such letter shall be addressed to the other party in the manner detailed below:

(a) For Fylde:

Monitoring Officer
Town Hall
St Annes
FY8 1LW
F.A.O. Ian Curtis
Tel. (01253 658506)

(b) For Blackpool:

Head of Legal & Democratic Services
PO Box 11
Town Hall
Blackpool FY1 1NB
F.A.O. Mark Lewis
Tel.(01253 477400)

Provided that the notice is not returned as undelivered it shall be deemed to have been given 2 working days notice after the day on which it was posted, or sooner where the other party acknowledges receipt of such Notice.

For day to day communication between the parties, methods of communication will be by e-mail, letter, facsimile or telephone. For these purposes the address of each party shall be the lead officers for Blackpool and Fylde, as detailed in Schedule 1.

7.3 Variation

The terms and conditions of this Arrangement shall only be capable of variation by a written memorandum executed by both the parties. The Lead officers in each authority (Schedule 1) will discuss and agree any variations to this Arrangement.

7.4 Disputes

The Partners will act together in good faith to resolve any dispute that may arise under this Arrangement. In the event of any dispute of difference arising between the Partners in connection with this Arrangement, which cannot be resolved at a local level, such disputes or differences shall be referred to the lead officers of each party.

If the Partners are unable to resolve a dispute they will then attempt to resolve it with the assistance of a mediator to be appointed by the Partners. In default of an agreement, within 28 days of the appointment of the mediator to resolve the dispute, the matter shall be referred to the S151 Financial Officers for each authority, who will either adjudicate on the point at issue or will direct the parties as to the method of dispute resolution.

8 Information

8.1 Freedom of Information

Each partner acknowledges that the other is subject to the requirements of the Freedom of Information Act 2000 and the Environment Information Regulations, and shall assist and co-operate with each other to enable compliance with these information disclosure requirements.

8.2 Data Protection Act

Each partner shall comply with any notification requirements under the Data Protection Act 1998 ("DPA") and both parties will duly observe all their obligations under the DPA, arising and in connection with this Arrangement.

The provisions of this clause shall apply during the continuance of this Arrangement and indefinitely after its expiry or termination.

9 Change Control

9.1 Types of Change

This Arrangement is to be a living document, capable of being updated and amended over time with the agreement of both parties. All changes should be made through the change control procedure. Potential updates will fall into a number of types.

- a. Routine changes – through discussion and agreement between partnering authorities at the Joint Board, changes can be made to the service agreement at any time, to meet the changing requirements and constraints of service delivery.
- b. Periodic review – in addition to changes outlined above, this Arrangement will be revisited and reviewed on a periodic basis to ensure it remains appropriate for the Services it provides and the requirements it places on the wider organisations.

9.2 Change Control Procedure

Such changes shall be a supplement to this Arrangement, which shall be agreed by exchange of letters and attached to this document.

Schedule 1

Contact Details

HOST PARTNER: **BLACKPOOL COUNCIL**
Lead Officer: **Julian Kearsley**
Designation: **Executive Director of Business Services**
Office Address: Municipal Buildings
Corporation Street
Blackpool FY1 1NA
Office Telephone Number: (01253) 478500
E-mail address: dir.business.services@blackpool.gov.uk

PARTNER: **FYLDE BOROUGH COUNCIL**
Lead Officer: **Dave Joy**
Designation: **Director of Corporate Resources**
Office Address: Town Hall
St Annes
FY8 1LW
Office Telephone Number: (01253) 658700
Email Address: DaveJ@fylde.gov.uk

SHARED SERVICE:
Lead Officer: **Marie McRoberts**
Designation: **Assistant Director Revenues and Benefits**
Department Name Revenues and Benefits
Blackpool Borough Council
Office address PO Box 50
Town Hall
Blackpool FY1 1NF
Office Telephone Number: (01253) 478910
Email Address: marie.mcroberts@blackpool.gov.uk

Schedule 2

Service Specification

The Shared Service will provide service delivery of Revenues and Benefits activities across the Fylde and Blackpool Council areas, aiming to deliver significant service improvements for customers and cost saving benefits for both authorities.

The authorities are working together as a Shared Service, adopting the same high quality ways of working and sharing expertise and investment to become a high performing organisation. The new operation is based upon simplified, streamlined, standardised and automated processes that enable consistent, high quality service delivery.

The Shared Service will undertake all work in respect of Revenues and Benefits for the partnering authorities, including:

- Billing, collection and recovery of Council Tax
- Billing, collection and recovery of Business Rates
- Housing and Council Tax Benefit administration, assessment and payment
- Billing, collection and recovery of benefit overpayments
- Handling of all correspondence and complaints
- Data Protection and Freedom of Information issues
- Performance management and monitoring
- Compilation of all Government returns relating to the service
- Scanning and indexing of all documents sent to the service (Fylde BC only)
- Service specific reconciliations, system controls and system administration
- The provision of relevant training
- Assessment of Free School Meals, Clothing Allowances and Student Awards (Blackpool Council only)
- Financial Assessments for Social Care (Blackpool Council Only)

Work specifically excludes:

- Corporate Debt recovery
- Administrative work in relation to Business Improvement Districts
- Corporate Fraud (including Benefit Fraud)
- Provision of Contact Centre services (Customer First and Fylde Direct)

Schedule 3

Fees & Charges

Fylde shall pay to Blackpool (as Host Partner), expenses on a monthly basis in accordance with agreed budget provision. An invoice supported by details of the services provided will be presented to Fylde by Blackpool, monthly in advance, with 15 days payment terms. Fees shall be payable in pounds sterling.

The Partners will be consulted and informed of any additional charges requested, to cover additional services and these will be clearly marked on the invoice provided.

Additional payments received in the form of specific Government Grants relating to service improvements or the implementation of new legislation will be transferred to the Shared Service, when received by the relevant Partner authority.

Schedule 4

Performance

It is highly unlikely that the Shared Service will achieve improved performance for Partners across all areas within the first 12 months.

The performance target for Year 1 is therefore for each Partner authority to be performing at a level at least equal to that achieved in the financial year immediately preceding the Commencement Date of this Arrangement.

The table below shows performance indicators in 2007/08 covering the main service areas that will be considered as a minimum requirement:

Indicator Name	Actual 07/08 (Blackpool)	Actual 07/08 (Fylde)
The % of Council Tax collected	94.4	97.80
The % of NNDR collected	96.81	98.50
% of Council Tax payers using direct debit	56	72
Average days to process new claims for Housing/Council Tax benefits	43.51	32.06
Average days to process changes of circumstance	15.87	6.82
HB overpayments recovered as % of the amount of overpayment raised in the period	59.35	80.84
HB overpayments recovered as % of total HB overpayment debt outstanding at start of period plus the amount of overpayment raised in the period	17.73	23.26

Further information regarding performance will be reported on a quarterly basis.