

REPORT

Author: Debbie Dixon
01722 434260 - ddixon@salisbury.gov.uk

Councillor John Collier, Deputy Leader of the Council

WILTSHIRE AND SWINDON CUSTOMER FIRST PARTNERSHIP CONSTITUTION

1. Purpose of Report

To seek Cabinet approval to recommend to Council the Customer First Constitution.

2. Background and Introduction

- 2.1 At the Cabinet meeting on 5th May 2004 a decision was taken to support the Wiltshire and Swindon Customer Services Programme.
- 2.2 Since that time Salisbury District Council has actively participated in the partnership and has most recently led the procurement of the Customer Relationship Management (CRM) system.
- 2.3 In November 2004 Cabinet approved in principle the programme for the partnership.

3. Constitution

- 3.1 The Wiltshire and Swindon Customer First Partnership comprises representatives of all the authorities in Wiltshire. So that the partnership is appropriately organised a constitution has been prepared.
- 3.2 It is based on a Local Government Association (LGA) 'model' constitution.
- 3.3 The Deputy Leader, Head of Legal and Property Services, Head of Financial Services and Policy Director were consulted on the draft constitution and their comments have been incorporated in the constitution which is attached as Appendix I.
- 3.4 This partnership can be viewed in a similar light to the Joint Transportation Committee and as such the constitution requires agreement by Full Council.

4. Recommendations

The Cabinet are asked to recommend the constitution to Full Council on 21st March 2005.

5. Implications

Financial: None in relation to this report, all expenditure required under the partnership is included in existing budgets and subject to the normal portfolio planning and budget setting processes.

Legal: s101 Local Government Act 1972 and ss19 and 20 Local Government Act 2000 together enable the council to set up a joint committee with other councils.

Personnel: Contained within the report.

Community Safety: None.

Environmental: None.

Core Values: All.

Wards Affected: All.

**WILTSHIRE & SWINDON CUSTOMER FIRST
MANAGEMENT BOARD**

AGREEMENT

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arrangements made by its mayor, executive leader or council manager (as appropriate) to continue as a Party.

- 1.5 The Parties agree that as far as the law allows the W&SCFMB may formulate and publish views on matters relating to e-government which are expressed to be the views of the W&SCFMB but which are not necessarily the views of an individual Party.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement shall commence and have effect from the date on which a Memorandum of Participation (as referred to in Clause 15.1) signed on behalf of a Member Authority is incorporated in this Agreement in relation to all Member Authorities (“the Commencement Date”) and shall continue until terminated in whole or in part in accordance with Clause 13 or by statute.

3. DEFINITIONS AND INTERPRETATION

- 3.1 In this Agreement (excluding Schedule 5) and in the recitals hereto:-

“Appointed Member” means an elected member of the W&SCFMB appointed from time to time by a Member Authority.

“Clause” means a clause in this Agreement.

“Clerk” means the person nominated from time to time pursuant to Clause 6.3.

“Delegated Powers” means powers delegated to the W&SCFMB as set out in Schedule 3 and such other powers as may be delegated to the W&SCFMB from time to time by the Member Authorities.

“Financial Year” means a period of twelve months ending on 31st March.

“Fundamental Decision” means a decision which seeks to implement a major change to the manner in which (a) Member Authority (ies) carries (y) out its (their) functions and/or which has or is likely to have a significant impact on any Member Authority’s revenue or capital expenditure.

“Lead Authority” means the Member Authority designated as such in relation to a Project pursuant to Clause 7.6, Support Service Functions pursuant to Schedule 4, Programme Management pursuant to Clause 7.10 and Joint Facilities pursuant to Clause 7.13.

“Member Authorities” means collectively the authorities listed in Schedule 1 and “Member Authority” means any one such authority.

“Parties” means collectively the authorities listed in Schedule 1 and “Party” means any one such authority.

“Programme Management” means a person employed by the W&SCFMB and administrative support staff charged with facilitating the delivery of the functions of the W&SCFMB at Schedule 2.

“Programme Management Costs” means those costs of employing a programme manager and administrative support staff charged with facilitating the delivery of the programme of work at Schedule 2 falling to be met from the annual contribution of £20,000 from each of the Parties for this purpose.

“Project” means a project approved by the W&SCFMB pursuant to Clause 7.4.

“Project Costs” means costs incurred in carrying out a Project.

"Joint Facilities" means computer hardware, software and related products jointly acquired and managed by the W&SCFMB pursuant to Clause 7.11.

"Joint Facilities Costs" means the costs incurred in providing and maintaining Joint Facilities.

"W&SCFMB" means the Wiltshire and Swindon Customer First Management Board, the joint committee appointed in accordance with Clause 1.1.

"Referred Matters" means the matters referred to the W&SCFMB for consideration and report as set out in Schedule 3 and such other matters as may be referred to the W&SCFMB from time to time by the Member Authorities.

"Schedule" means a schedule to this Agreement.

"Standing Orders" means the standing orders set out in Schedule 5.

"Sub Committee" means a sub committee constituted by the W&SCFMB pursuant to Clause 4.4.

"Substitute Member" means a person nominated by a Member Authority to act as substitute for an Appointed Member.

"Support Costs" means costs incurred in undertaking the Support Service Functions.

"Support Provider" means a Member Authority designated for the time being pursuant to Clause 6.1.

"Support Service Functions" means the functions listed in Schedule 4.

"VAT" means value added tax or other tax of a similar nature replacing the same.

3.2 The Schedules are intended to form part of this Agreement.

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- 3.3 Words importing the singular shall include the plural and vice versa. Words importing any gender shall include both genders. Words importing persons shall include bodies corporate, unincorporated associations and partnerships.
- 3.4 Clause headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement.
- 3.5 A reference to any statute or statutory provision includes a reference to all statutory instruments or orders made pursuant to it and includes a reference to that statute, statutory provision, instrument or order as amended, extended, re-enacted or consolidated from time to time.
- 3.6 In the event of any conflict between Clauses 1-15 and the Schedules the provisions of Clauses 1-15 shall prevail.

4. MEMBERSHIP AND STANDING ORDERS OF W&SCFMB AND SUB COMMITTEES

- 4.1 Each Member Authority shall from time to time appoint to the W&SCFMB such number of members as are specified for that Member Authority in Part 3 of Schedule 1.
- 4.2 Each Member Authority may nominate in writing from time to time one (or two) of its members who shall be entitled to act in place of its Appointed Member (s) at a meeting of the W&SCFMB or Sub Committee at which that Appointed Member (s) is (are) not present.
- 4.3 The W&SCFMB may arrange for the discharge of any matter falling within the Delegated Powers by a sub committee constituted by the W&SCFMB or by an officer of any Member Authority and may refer to such sub committee or officer for consideration and report any matter falling within the Delegated Powers or the Referred Matters provided that no sub committee or officer shall have power to make a Fundamental Decision.

4.4 The constitution and membership of a sub committee shall be such as the W&SCFMB may determine.

4.5 The standing orders of the W&SCFMB are set out in Schedule 5.

5. MEETINGS AND PROCEEDINGS OF W&SCFMB

5.1 The W&SCFMB shall hold a minimum of four meetings each year.

5.2 The Solicitor to the Wiltshire County Council shall convene a meeting of the W&SCFMB as soon as reasonably practicable after the Commencement Date.

5.3 The W&SCFMB shall elect a Chairman and Vice Chairman from amongst its members at its first meeting and thereafter in accordance with Standing Orders.

5.4 Subject to Clause 5.2, meetings of the W&SCFMB shall be called in accordance with the Standing Orders and the procedure to be adopted at such meetings shall be determined in accordance with Standing Orders.

6. SUPPORT SERVICE FUNCTIONS

6.1 Subject to the provisions of this Clause 6, the W&SCFMB shall designate the Wiltshire County Council as the Support Provider to provide the appropriate services to discharge the Support Service Functions for the W&SCFMB or any Sub Committee.

6.2 The W&SCFMB shall from time to time nominate as Clerk a person within the employment of Wiltshire County Council to perform the functions assigned to him in Standing Orders and such other functions assigned to him in Standing Orders and such other functions as the W&SCFMB may determine from time to time.

6.3 All costs and expenses incurred by the Support Provider shall be met by the Wiltshire County Council.

7 OBLIGATIONS OF W&SCFMB AND SUB COMMITTEES

7.1 The W&SCFMB may exercise the Delegated Powers and consider and report on the Referred Matters and, in so doing, shall seek to:-

7.1.1 act in the collective best interests of all Member Authorities;

7.1.2. achieve Best Value;

7.1.3 achieve consensus amongst the Member Authorities;

7.2 Each Sub Committee shall, in exercising powers delegated to it or in considering and reporting on matters referred to it, seek to:-

7.2.1 act in the collective best interests of all Member Authorities;

7.2.2 achieve Best Value;

7.2.3 achieve consensus amongst the Member Authorities;

7.3 Each Officer shall, in exercising powers delegated to him or in considering and reporting on matters referred to him, seek to:-

7.3.1 act in the collective best interests of all Member Authorities;

7.3.2 achieve Best Value;

7.3.3 achieve consensus amongst the Member Authorities;

7.4 The W&SCFMB shall from time to time agree a programme for undertaking its functions and may at any time revise a programme already agreed. A

programme shall be executed by carrying out Projects approved by the W&SCFMB.

- 7.5 Project Costs shall be approved by the W&SCFMB from time to time and, subject to Clause 10.3, in advance. Project Costs shall be shared between Member Authorities in the proportions agreed by the W&SCFMB. Different proportions may be agreed in relation to different Projects.
- 7.6 The W&SCFMB shall designate one Member Authority as Lead Authority for each Project.
- 7.7 For the avoidance of doubt a Project shall not include the implementation of major changes to the manner in which (a) Member Authority carries (y) out any of its (their) functions and the terms “Project” and “Project Costs” shall be construed accordingly. Where a decision is made pursuant to this Agreement to implement such changes, the terms applying thereto shall be subject to a further agreement to be negotiated between the relevant Parties.
- 7.8 A lead authority shall employ a Programme Manager on behalf of the W&SCFMB and appropriate administrative support staff for the purposes of facilitating the delivery of its functions at Schedule 2.
- 7.9 Programme Management Costs shall be approved by the W&SCFMB from time to time and, subject to Clause 10.3, in advance. Programme Management Costs shall be met from the annual contribution of £20,000 per Member Authority for this purpose.
- 7.10 The W&SCFMB shall designate the Wiltshire County Council as Lead Authority for Programme Management.
- 7.11 A lead authority from time to time agree to acquire and manage Joint Facilities on behalf of the W&SCFMB for the purposes of undertaking its functions.

7.12 Joint Facilities Costs shall be approved by the W&SCFMB from time to time and, subject to Clause 10.3, in advance. Joint Facilities Costs shall be shared between Member Authorities in the proportions agreed by the W&SCFMB. Different proportions may be agreed in relation to different Joint Facilities.

7.13 The W&SCFMB shall designate one Member Authority as Lead Authority for each of the Joint Facilities.

8. OBLIGATIONS OF LEAD AUTHORITY

8.1 Each Lead Authority shall:-

8.1.1 use all reasonable endeavours to undertake its responsibilities under this Agreement within the timescale agreed by the W&SCFMB and within the costs approved by the W&SCFMB, and produce a quality solution that is fit for purpose.

8.1.2 cause proper accounts to be kept in relation to the relevant Project or Programme Management or Joint Facilities and make all accounts, records and other documentation available for inspection by any Member Authority or its nominee upon request.

8.1.3 with the prior agreement of the W&SCFMB appoint such advisors (not being) an employee of a Member Authority) to the Project, or Programme Management or Joint Facilities as may be considered necessary or desirable and upon such terms as the W&SCFMB shall reasonably determine. Such advisors shall be appointed by the Member Authorities jointly and each Member Authority authorises the Lead Authority to act as its agent in making the appointment. The terms agreed shall provide for the payment of fees and disbursements by the Lead Authority.

8.1.4 with the prior agreement of the W&SCFMB appoint such staff (not being an existing employee of a Member Authority) to the Project, or Programme Management or Joint Facilities as may be considered necessary or desirable upon such terms as the W&SCFMB shall reasonably determine. Such staff shall be and remain (an) employee(s) of the Lead Authority.

8.1.5 From time to time supply the W&SCFMB with an up to date estimate of the relevant Project Costs, Programme Management Cost and Joint Facilities Costs for each Financial Year.

9. OBLIGATIONS OF MEMBER AUTHORITIES

9.1 Each Member Authority shall:

9.1.1 contribute to the Programme Management Costs the sum of £20,000.

9.1.2 contribute to the Project Costs in accordance with the terms of this Agreement.

9.1.3 contribute to the Joint Facilities Costs in accordance with the terms of this Agreement.

9.1.4 provide the W&SCFMB any Sub Committee or Lead Authority with such information as is reasonably required to carry out its functions in accordance with this Agreement.

9.1.5 co-operate with the W&SCFMB by accepting, so far as is reasonable, Lead Authority responsibility for Projects or Programme Management or Joint Facilities.

9.1.6 co-operate with each Lead Authority by making available, so far as is reasonable, sufficient staff to undertake each Project, provide Programme Management or provide Joint Facilities.

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- 9.1.7 promptly take such action as may be required of it to implement decisions of the W&SCFMB, a Sub Committee or officer made in accordance with this Agreement.
 - 9.1.8 make adequate financial provision to meet its obligations under this Agreement.
 - 9.1.9 provide the Clerk with the names and full contact details of its Appointed Member(s) and Substitute Member(s) for the time being and promptly notify the Clerk of any changes to such Appointed Member(s) or his or her details.

10 FINANCIAL MATTERS

- 10.1 Not later than 30 November in each year (or such other date as the W&SCFMB may determine from time to time) the W&SCFMB shall determine the amounts likely to be incurred by the Member Authorities, both collectively and individually, in relation to Programme Management Costs and Project Costs and Joint Facilities Costs in the following Financial Year and shall inform Member Authorities accordingly.
- 10.2 Each Lead Authority shall prepare estimates as to the amounts to be incurred in relation to Project Costs or Programme Management Costs or Joint Facilities Costs in the following Financial Year in due time to allow the W&SCFMB to comply with its obligations under Clause 10.1.
- 10.3 Before the commencement of each Financial Year the W&SCFMB shall approve separate budgets for Project Costs in relation to each Project and Programme Management Costs and Joint Facilities Costs for the following Financial Year and notwithstanding the provisions of Clause 14.7 no such budget (including any contingency sum) shall be exceeded by more than 5% without the prior approval of the W&SCFMB.

10.4 No budget approved under Clause 10.3 shall exceed to a material extent the relevant amount determined by the W&SCFMB under Clause 10.1.

11 COSTS AND EXPENSES

11.1 All reasonable costs and expenses reasonably incurred by a Lead Authority in relation to Project Costs or Programme Management Costs or Joint Facilities Costs approved by the W&SCFMB shall be reimbursed by the Member Authorities in the proportions agreed by the W&SCFMB. Without prejudice to the generality of the foregoing such costs and expenses associated with the setting up of a Project or its termination for whatever reason.

11.2 The Lead Authority shall submit to Member Authorities at regular intervals an invoice in relation to the reimbursement referred to in Clause 11.1

11.3 Each Member Authority shall make full payment in relation to a valid invoice submitted in accordance with Clause 11.2 within 30 days of receipt of invoice. Interest shall accrue at the rate of 2 per cent above the base rate for the time being of Barclays Bank plc on all amounts due from the date payment was due until the date of payment in full.

11.4 Where a Member Authority (other than the relevant Lead Authority) has itself incurred costs and expenses in relation to Project Costs or Programme Management Costs or Joint Facilities Costs (other than pursuant to Clause 11.1) which have been approved by the W&SCFMB it shall be entitled to reimbursement by the Lead Authority within 30 days of receipt of invoice. Such costs and expenses shall then be subject to the provisions of Clause 11.1.

11.5 A Member Authority or Lead Authority required to make a payment under this Clause 11 shall in addition pay any value added tax chargeable in relation thereto upon submission of a valid VAT invoice and the provisions of Clause 11.3 in relation to the payment of interest shall apply also in relation to the payment of such VAT.

11.6 For the avoidance of doubt a Lead Authority shall not be entitled to make a charge for the supply or procurement of the supply of the following functions in connection with its responsibilities under this Agreement:-

11.6.1 the keeping of proper accounts;

11.6.2 the external audit of those accounts

11.6.3 the payment of invoices;

11.6.4 the calculation of contributions of Member Authorities and invoicing the same

and such charge shall not form part of the relevant Project Costs or Programme Management Costs or Joint Facilities Costs.

11.7 For the avoidance of doubt, where agreed by the W&SCFMB, a Lead Authority or Member Authority shall be entitled to make a reasonable charge in accordance with a common charging standard approved by the W&SCFMB for the cost of staff otherwise employed by it who are assigned to work on a Project or Programme Management or Joint Facilities and such charge shall form part of the relevant Project Costs or Programme Management Costs or Joint Facilities Costs.

11.8 Notwithstanding the provisions contained in Clauses 11.1 to 11.7 (inclusive) if any one or more Member Authority (ies) shall disagree with any amount proposed to be included within (or excluded from) the Project Costs or Programme Management Costs or Joint Facilities Costs or the proportion of any such costs to be borne by that (those) Authority (ies) the matter shall be determined by a single arbitrator agreed on by all the Member Authorities or, in default of such agreement, appointed by the Secretary of State pursuant to Section 103 of the Local Government Act 1972.

12 LIABILITY

- 12.1 Each Party acknowledges that notwithstanding that it may seek or receive advice pursuant to this Agreement from an employee of another Party it will not rely upon that advice but will instead seek such advice from its own employees or independent advisors as it thinks necessary or desirable to protect its interests.
- 12.2 An officer employed by one Party shall be responsible to that Authority alone and he shall have no liability whatsoever to any other Party in relation to any work carried out or advice given by him or to any failure by him to carry out any work or to give advice.

13 TERMINATION AND BREACH

- 13.1 The termination of this Agreement or any part thereof, however caused, and the serving of notice to terminate shall be without prejudice to any obligations or rights of any of the Parties which have accrued prior to such termination and shall not affect any provision of this Agreement which is expressly or by implication provided to come into effect after such termination.
- 13.2 Without prejudice to any other rights or remedies:-
- 13.2.1 this Agreement shall terminate on the unanimous agreement of all the Member Authorities.
- 13.2.2 where by reason of any change in law, or other reason not attributable to the fault of the Member Authorities, they shall be unable to give effect to certain of their obligations hereunder, this Agreement shall terminate but only insofar as it relates to those obligations.

13.3 This Agreement may be terminated if a majority of the Member Authorities so resolve and shall be terminated in relation to the participation of any Member Authority following a decision to that effect by the W&SCFMB, by written notice to that Member Authority effective on receipt on the occurrence of any of the following events:

13.3.1 that Member Authority materially breaches any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within 28 days of being notified of the breach by the W&SCFMB and being required to remedy the same; or

13.3.2 where by reason of any change of law or other reason not attributable to the fault of the Member Authority, that Member Authority shall be unable to give effect to its obligations hereunder.

13.4 Participation in this Agreement by a Member Authority may be terminated by that Member Authority giving at least one year's notice in writing to the W&SCFMB to expire on 31 March in any one year.

13.5 In the event of termination under Clause 13.3 or 13.4 in addition to any outstanding payments due under this Agreement, the Member Authority shall pay to each other Member Authority such sum (if any) as represents the contribution to the capitalised value of that proportion of the continuing and outstanding liabilities of that other Member Authority incurred under the terms of this Agreement which extend beyond such termination and which is properly attributable to that Member Authority's membership.

14 GENERAL

14.1 Notices

All notices which are required to be given or received hereunder shall be in writing addressed to the Clerk to the W&SCFMB or the relevant Party, as the case may be. Any such notice may be delivered personally or sent by first

class pre-paid letter or by facsimile transmission and shall be deemed to have been served if by personal delivery, when delivered, if by first class post, 48 hours after posting and if by facsimile transmission, on successful transmission.

14.2 Continuing Agreement

All provisions of this Agreement shall, so far as they are capable of being performed and observed, continue in full force and effect notwithstanding termination, except in respect of those matters then already performed.

14.3 Good Faith

Each of the Parties undertakes with each of the others to act in good faith and to do all things reasonably within its powers which are necessary or desirable to give effect to the spirit and intent of this Agreement.

14.4 Variations

No variation to this Agreement shall be valid or effective unless made by one or more instruments in writing signed on behalf of all the Member Authorities.

14.5 Waiver

No failure to exercise and no delay in exercising on the part of any of the Parties hereto any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other further exercise thereof or the exercise of any right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies unless otherwise provided by law.

14.6 Severability

Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable, the remaining provisions of this Agreement shall continue in full force and affect.

14.7 Disapplication of Standing Orders and Financial Regulations

14.7.1 Notwithstanding any contrary provision therein contained the standing orders of Member Authorities shall not apply to the proceedings of the W&SCFMB or Sub Committees.

14.7.2 Notwithstanding any contrary provision therein contained the contract standing orders and financial regulations (however described) of Member Authorities shall not apply to business undertaken by the W&SCFMB or Sub Committees but, in undertaking their functions under this Agreement, each Lead Authority shall act in accordance with its own contract standing orders and financial regulations.

15 EXECUTION

15.1 This Agreement is executed by each Member Authority by the signing of the annexed Memorandum of Participation on behalf of that Member Authority when Memoranda executed by all Member Authorities are incorporated in this Agreement.

SCHEDULE 1

PARTIES TO THIS AGREEMENT AND MEMBERSHIP

PART 1

Member Authorities

- (1) KENNET DISTRICT COUNCIL
- (2) NORTH WILTSHIRE DISTRICT COUNCIL
- (3) SALISBURY DISTRICT COUNCIL
- (4) SWINDON BOROUGH COUNCIL
- (5) WEST WILTSHIRE DISTRICT COUNCIL
- (6) WILTSHIRE COUNTY COUNCIL

PART 2

Number of members appointed to W&SCFMB

Kennet	-	2 members
North Wilts	-	2 members
Salisbury	-	2 members

Swindon	-	2 members
West Wilts	-	2 members
Wiltshire	-	2 members
TOTAL		12 members

SCHEDULE 2

E-GOVERNMENT PROGRAMME MATTERS

In accordance with national policies to secure the electronic access to services, including 'National Priority Outcomes' and other Government targets and objectives:

• CRM Procurement	Joint specification, selection and procurement of common CRM system for implementation by all partners
• Hub Services	Identification and development of common transactional services on the W&SCFMB shared 'hub', for use with CRM system and for self-service access (Internet). Training for partnership staff to develop 'hub' services. Full roll-out of pilot services developed under e-Government Partnership (change of address and abandoned vehicles)
• Content Management System	Identification and development of joint use of the W&SCFMB shared Content Management System
• CRM Set-up	Common activities across the Partnership, including:
○ A-Z of Services	Extension of A-Z of Services for access to all front-office services from CRM system
○ Authentication	Shared solution to verify individuals (on phone and online) <i>NB Potentially SW regional solution under discussion</i>
○ CRM Configuration	Common approaches to setting up customer records, council contacts, telephony, etc.
○ Integration of CRM & Hub	Standard interfaces for exchange of data: CRM access to hub services, reconciliation of customer details & transactions
Front Office	
• Customer Services Charter	Development of common service standards for access, response times, etc. in joint Charter across Partnership

• Contact Points	Set up joint face-to-face service counters across the county, offering access to County & District services
○ Contact Point Experience	Define coverage: range of services & standards for each level of Contact Point, locations & staffing agreed for each level
○ Design & Build	Physical design & build (space, fittings, ICT) for each location
• Call Centres	Set up each partner's phone customer service centre, offering access to County & District services
○ Design & Build	Physical design & build (space, fittings, ICT), business changes & staffing for each partner
○ Call Sharing & Integration	Joining up call handling across Partnership (virtual call centre), access to other partner's services, out of hours coverage
Coordination	
• Change Management	Common approach & timing for business changes to achieve joint standards, call sharing & integration across partners
○ Communications	Partnership information to support 'local' communications
• Front-Back Integration	Common standards & level of integration between front & back offices to enable cross-partner service access & delivery
• Shared Cross-Partner ICT	Ensure joint procurement, development & provision
○ Websites links	Coordination of deep-linking between partner websites
○ Members IT	Combined provision of IT, common information & access
○ Websites	Common (shared) solution for Community & Members sites
○ Smart Cards	Combined procurement for multiple services
• Data Protection & Freedom of Integration	Common approach across partners & for shared delivery of services

SCHEDULE 3

SCHEME OF DELEGATION AND REFERENCE

The following powers are delegated or referred (as the case may be) to the W&SCFMB by each Member Authority.

In this Schedule references to "the Authority" are references to each Member Authority.

A. Matters Delegated

The following functions of the Authority are delegated to the W&SCFMB (but without prejudice to the concurrent discharge of these functions by the Authority (or the Executive)):-

Primary Functions

- matters relating to the acquisition of works, goods, services or supplies, but excluding the acquisition of land or an interest in land

- matters relating to the recruitment, employment, development, training, health, occupational health, health and safety, welfare, mobility or discipline of employees, personnel management, human resources management, medical advice services, sickness/health management, equalities or other employment related matters (but excluding the Authority's functions as employer under or resulting from any contract or proposed contract of employment)

- matters relating to the provision of specialist or other services to the Authority or to (an) other Authority (ies).

Secondary Functions

- matters concerning the provision in relation to one or more of the Primary Functions of -

financial resources;

employees;

premises; or

works, goods, services or supplies

or the suspension or termination of such provision (but excluding the exercise of the Authority's functions as employer under or resulting from any contract or proposed contract of employment).
- matters in relation to one or more of the Primary Functions concerning:

Best Value; or

charging for the provision of works, goods, services or supplies.

Ancillary Functions

- matters calculated to facilitate, or which are conducive, ancillary or incidental to the discharge of any one or more of the Primary Functions or the Secondary Functions.
- matters concerning the efficient administration of the W&SCFMB including the adoption or the amendment of contract standing orders or financial regulations.

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- delegation (or referral for consideration and report) to a sub committee of the W&SCFMB or to an officer of a Member Authority of a Primary Function or Secondary Function or part thereof (including matters which are calculated to facilitate or are conducive, ancillary or incidental to the discharge thereof) but no power may be so delegated to make a Fundamental Decision.

B Matters Referred

Without prejudice to the discharge thereof by the Authority (or the Executive) the following functions of the Authority are referred to the W&SCFMB for consideration and report to the Authority (or the Executive):-

- the Primary Functions, the Secondary Functions and the Ancillary Functions.
- matters which do or might impact upon a Primary Function or a Secondary Function or the discharge thereof by the W&SCFMB.
- matters relating to the delivery of electronic government service delivery in accordance with the National Priority Outcomes and other Government targets and objectives for e-government.

SCHEDULE 4

SUPPORT SERVICE FUNCTIONS

Support Service Functions shall comprise all the functions concerning the efficient administration of the W&SCFMB and any Sub Committees including:-

- the provision of the services of the Clerk and secretarial assistance.
- the provision of the services of a legal advisor (where appropriate) at or in relation to meetings of the W&SCFMB and Sub Committees.
- the production and printing of agendas, reports and other papers and their despatch.
- postage and stationery.
- the provision of meeting rooms and equipment.
- the provision of refreshments.
- complying with the provisions of the Local Government Act 1972 (as amended).

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- the keeping of proper accounts of the W&SCFMB and any Sub Committees and the external audit thereof insofar as this is not otherwise provided for in this Agreement.
 - such other functions as may be agreed by the W&SCFMB from time to time.

STANDING ORDERS

PART 1

MEETINGS AND PROCEEDINGS OF THE BOARD

DEFINITIONS

1.1 In these Standing Orders unless the context otherwise requires:-

“Agreement” means the Agreement between the Parties dated

“Appointed Member(s)” has the meaning prescribed by the Agreement;

“Board” means the Wiltshire and Swindon Customer First Management Board established by the Agreement as a joint committee under Sections 101 and 102 of the Local Government Act 1972;

“Chairman” means the person presiding at a meeting of the Board or a Sub-Committee;

“Clerk” means the Clerk to the Board for the time being;

“Fundamental Decision” has the meaning prescribed by the Agreement;

“Member” means a person entitled to attend and vote at the relevant meeting of the Board or a relevant Sub-Committee;

“Member Authority” has the meaning prescribed by the Agreement;

“Parties” means Wiltshire County Council, Swindon Borough Council, Kennet District Council, North Wiltshire District Council, Salisbury District Council, and West Wiltshire District Council.

“Substitute Member” has the meaning prescribed by the Agreement.

1.2 Words importing any gender shall include both genders.

MEMBERSHIP AND TERMS OF OFFICE

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- 2 The appointed Members shall be appointed by the Member Authorities as soon as practicable after the Agreement has come into effect, and thereafter from time to time in accordance with Standing Order 3 below.
 - 3 The term of office of an Appointed Member shall be fixed by the Member Authority which has appointed him.
 - 4 An Appointed Member may resign from the Board by giving notice to the proper office of the Member Authority which appointed him. The proper officer shall as soon as practicable notify the Clerk.
 - 5 *If an Appointed Member ceases to be a member of the Member Authority which appointed him, he shall cease to be a member of the Board.
 - 6 A Member Authority may appoint (a) person(s) to be (a) Substitute Member(s), in accordance with the Agreement.

ATTENDANCE OF SUBSTITUTE MEMBERS

- 7 In the event that an Appointed Member is unable to attend a meeting of the Board, his Substitute Member may attend and act as a full member of the Board.
- 8 A Substitute Member may attend a meeting of the Board at which the Appointed Member for whom he is the duly appointed substitute is present, for the purpose of keeping himself informed of the Board's business, and may speak with the permission of the Chairman, but may not vote.

PLACES, DATES AND TIMES OF MEETINGS

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- 9 The Board shall hold at least four meetings a year, on such days and at such times and venues as the Board shall determine.

NOTICE OF AND SUMMONS TO ATTEND MEETINGS

- 10 Meetings of the Board shall be convened by the Clerk who shall be responsible for the preparation of the agenda and the order of business thereon.
- 11 *Five clear days at least before a meeting of the Board, notice of the time and place of the intended meeting shall be published at:
- The office of the Clerk,
 - At the venue of the meeting, and
 - At the office of the Clerk/Secretary of each Member Authority; and an agenda specifying the business to be transacted shall be sent by post to or left at the usual place of residence of every Appointed Member and Substitute Member, or such other address as an Appointed Member or Substitute Member may notify in writing to the Clerk.
- 12 *Want of despatch of an agenda to any Member shall not affect the validity of a meeting of the Board.
- 13 *Except in the case of business which in the opinion of the Chairman is urgent, no business shall be transacted at a meeting of the Board other than that specified in the agenda relating thereto.

CHAIRMAN

- 14 Any power or duty assigned to the chairman in relation to the conduct of a meeting may be exercised by the vice chairman or the person presiding at a meeting, as the case may be.

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- 15 The chairman shall be elected annually by the Board from among the Appointed Members.
- 16 No Appointed Member shall hold the position of chairman for more than three terms of office consecutively, but this shall not prevent an Appointed Member from being re-elected to the position of chairman if he was first elected to the position:-
- a) at the first meeting of the Board; or
 - b) to fill a casual vacancy in the position under Standing Order 19.
- 17 The chairman shall, unless he resigns or becomes disqualified, continue in office until his or her successor becomes entitled to act as chairman.
- 18 If the chairman ceases to be an Appointed Member, he or she shall cease to be chairman.
- 19 On a casual vacancy occurring in the office of chairman, an election to fill the vacancy shall be held not later than at the next meeting of the Board (other than an extraordinary meeting).

VICE CHAIRMAN

- 20 The Board shall elect a vice chairman, in which event the provisions of Standing Orders 21 to 25 below shall apply.
- 21 The vice chairman shall be elected annually from among the Appointed Members.
- 22 The vice chairman shall not be a member of the same Member Authority as the chairman.

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- 23 The vice chairman shall, unless he resigns or becomes disqualified, continue in office until immediately after the next annual election of a chairman.
- 24 If the vice chairman ceases to be an Appointed Member, he shall cease to be vice chairman.
- 25 On a casual vacancy occurring in the office of vice chairman, an election to fill the vacancy shall be held not later than the next meeting of the Board (other than an extraordinary meeting).

ELECTION OF CHAIRMAN AND VICE CHAIRMAN

- 26 The election of the chairman and vice chairman (if any) shall be the first and second items of business transacted at the first meeting of the Board after the Agreement comes into effect, and thereafter at the first meeting following 31 May each year.

EXTRAORDINARY MEETINGS OF THE AUTHORITY

- 27 An extraordinary meeting of the Board may be called by the chairman.
- 28 If the chairman refuses to call an extraordinary meeting after a requisition for that purpose signed by three Appointed Members has been presented to the chairman, or if, without so refusing, the chairman does not call an extraordinary meeting within seven days after the requisition has been presented to him or her, then any three Appointed Members, on that refusal or on the expiration of those seven days as the case may be, may forthwith call an extraordinary meeting.

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- 29 Where the meeting is called by Appointed Members, the notice of the time and place of the intended meeting must be signed by those members and shall specify the business to be transacted.

WHO SHALL PRESIDE AT MEETINGS

- 30 *At a meeting of the Board the chairman, if present, shall preside.
- 31 *If the chairman is absent from a meeting, the vice chairman if present shall preside.
- 32 *If both the chairman and vice chairman are absent from a meeting, another Member chose by the Members present shall preside.

QUORUM

- 33 Subject to Standing Order 34 below, no business shall be transacted at a meeting unless at least one half of the whole number of Members is present thereat.
- 34 Where more than one third of the Members become disqualified at the same time, then, until the number of Members in office is increased to not less than two thirds of the whole number of Members, the quorum shall be determined by reference to the number of Members remaining qualified instead of by reference to the whole number of Members.

MINUTES

- 35 *Minutes of the proceedings of every meeting of the Board shall be kept by the Clerk. They shall be signed at the same or next following meeting by the Chairman. Where the next following meeting is an extraordinary meeting, the minutes may be signed at the next meeting thereafter.

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- 36 No motion or discussion shall take place upon the minutes except upon their accuracy. If no such question is raised or, if raised then as soon as it has been disposed of, the Chairman shall sign the minutes.

RECORD OF ATTENDANCE

- 37 *The names of the Members present at a meeting shall be recorded in the minutes.

MATTERS INITIATED BY MEMBERS

- 38 The Clerk shall include an item on an agenda for a meeting of the Board at the request of an Appointed Member, subject to the following:-
- Written notice of the item signed by the Appointed Member must be received by the Clerk at least ten clear working days before the date of the meeting
 - The notice must contain sufficient details of the issue to enable a report to be prepared by officers, and
 - The subject matter must be relevant to the Board's functions.

QUESTIONS

- 39 A Member may ask the chairman any question upon any matter then before the Board or relevant to the functions of the Board provided that the decision of the chairman as to the relevance of the method of dealing with such question shall be final.

RULES OF DEBATE

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- 40 The rules of debate set out in Appendix A shall apply to meetings of the Board.

RIGHT TO ADDRESS THE BOARD

- 41 Unless the chairman permits and subject to Standing Orders 8, 42 and 43, a person who is not a Member may not address it during its sitting.
- 42 Notwithstanding Standing Order 41 above, the Chief Executive (or his nominee) of each Member Authority, and such other officers of any Member Authority as that authority's Member(s) may think appropriate, may attend meetings of the Board, and, with the Chairman's permission, may speak.

FUNDAMENTAL DECISIONS

- 43 Before a matter requiring Fundamental Decision is put to the vote, a Member may require deferment of a decision being made until the next ordinary meeting of the Board to enable consultation with and/or consideration by a Member Authority. No more than one deferment shall be permitted.
- 44 Notice of a request for deferment under Standing Order 44 may be given in writing to the Clerk prior to the meeting if no Member representing a Member Authority is able to be present at the meeting at which the matter is first discussed.
- 45 Immediately after a vote on a Fundamental Decision has been taken, the Member/s appointed by any one Member Authority may give notice to the chairman that the member authority does not intend to be bound by the decision. In this event the resolution constituting the Fundamental Decision shall be null and void and a note to this effect shall be noted

in the minutes of the meeting. The Members appointed by the remaining Member Authorities may give further consideration to the matter at the same or a subsequent meeting, and take a further vote.

46 If no Member appointed by any one Member Authority not wishing to be bound by a Fundamental Decision is present at the meeting of the Board at which a vote is taken, the Member(s) representing that Member Authority may give the notice in writing to the Clerk, not later than seven days after the Clerk has conveyed the Board's decision to the Member(s) not present. The provisions of Standing Order 46 shall apply as if notice given under this Standing Order had been a notice given under Standing Order 46.

VOTING

47 *Subject to any statutory provisions, all questions coming or arising before the Board shall be decided by a majority of the Members present and voting thereon at a meeting.

48 *In the case of an equality of votes the chairman shall have a second or casting vote.

49 Every question shall be determined by the notice of the meeting 'Yes' or 'No'.

50 Alternatively, at the discretion of the chairman or at the request of two Members, the question may be determined by a show of hands.

51 On the requisition of any Member supported by three other Members, or whenever the chairman shall think it advisable to do so, the voting of any questions shall be recorded so as to show how each Members present gave his vote.

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- 52 An amendment shall be put to the vote before the motion on which it is moved and the provisions of Standing Orders 48 to 52 shall apply equally to voting on an amendment as to voting on a motion.
- 53 Where immediately after a vote is taken on a question a Member so requires, the minute shall record whether that Member cast his vote for or against, or whether he abstained.

DISCLOSURE OF INFORMATION TO THE PUBLIC

- 54 Where the Board has resolved under Section 100A(4) of the Local Government Act 1972 to exclude the public from a meeting or part of a meeting, no information about any matters, fact or report appearing on the agenda or agenda papers of, or considered, discussed or dealt with at such meeting or part of a meeting shall be disclosed to members of the public by an Appointed Member or a Substitute Members, except to the extent to which such disclosure is permitted by resolution of the Board, or to the extent that information has already been disclosed to the public, or is contained in any record prepared in accordance with Section 100C of the said Act.

DISORDERLY CONDUCT

- 55 **Members:**

Upon any Member being called to order by the chairman that Member shall cease speaking immediately.

- 56 **Members of the public:**

If a member of the public interrupts the proceedings of any meeting, the chairman shall warn the person. If he continues the interruption the chairman shall order his removal from the room.

- 57 In the case of a general disturbance in any part of the room open to the public the chairman shall order that part to be cleared.

SUSPENSION OF SITTING

- 58 If in the opinion of the chairman the conduct of a Member or Members or member of the public renders impossible the due and orderly dispatch of business, the chairman may adjourn or suspend the meeting for such period as the chairman considers expedient.

DISPLAY OF BANNERS AT MEETINGS

- 59 Except with the consent of the chairman, no Member or members of the public shall display banners, posters or signs at meetings.

AUDIO OR VISUAL RECORDINGS AT MEETINGS

- 60 No person shall use audio or visual recording equipment during meetings without the prior permission of the chairman.

SUSPENSION OF AND AMENDMENTS TO STANDING ORDERS

- 61 These Standing Orders may not be suspended in part or total.
- 62 Standing Orders marked with an asterisk are statutory requirements. Neither they nor any other Standing Order may be amended by the

Board in whole or in part.

SUB-COMMITTEES

- 63 Subject to the terms of the Agreement, the Board may establish sub-committees and delegate powers to them.
- 64 These Standing Orders shall apply to meetings of sub-committees except where the context otherwise requires.

PART 2 – MISCELLANEOUS

CODE OF CONDUCT

- 65 A Member must at all times whilst engaged in the business of the Board act in accordance with the Code of Conduct of the Member Authority which appointed him to be a Member of the Board.
- 66 A Member must not at any time conduct himself in a manner which could reasonably be regarded as bringing his office or the Board into disrepute, or use his position as a member of the Board improperly to confer on or secure for him or any other person an advantage or disadvantage.
- 67 A Member must comply with the requirements of his Member Authority's Code of Conduct in relation to the disclosure of interests. A disclosure of an interest will be recorded in the minutes of the meeting at which the disclosure was made. A Member, who has declared a personal and prejudicial interest and has withdrawn from the room in which the meeting is being held, shall not return to the meeting as a member of the public during consideration of the matter in which he has an interest.

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- 68 Failure by a Member to conduct himself in accordance with his Member Authority's approved Code of Conduct may lead to an investigation by the Standards Board for England or the Standards Committee of the Member Authority and subsequent censure, suspension or disqualification as a member of the Board and of the Member Authority.

RECOMMENDATIONS BY MEMBERS

- 69 A Member shall not solicit for any person any appointment by the Board or as an employee of a Member Authority or recommend any person for such appointment or for promotion, but this shall not preclude a Member from giving a written testimonial of a candidate's ability, experience or character for submission with an application for appointment.

INSPECTION OF DOCUMENTS BY MEMBERS

- 70 A Member shall be entitled for the purpose of fulfilling his duty as such member but not otherwise to inspect any document which has been considered by the Board, a sub-committee or working party. If copies can reasonably be made available, the Member shall on request be supplied for the like purpose with a copy of such document.
- 71 A Member shall not be entitled to call for a copy of any document relating to a matter in which he is professionally interested or in which he has a personal interest as defined in an approved Code of Conduct.
- 72 Notwithstanding Standing Order 71 above, the Clerk shall be entitled to decline to allow inspection of any document which in his opinion is, or would be in the event of legal proceedings, protected by privilege from production.

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- 73 All reports made or minutes kept by any sub-committee or working party shall be open to inspection by any Member during office hours.
- 74 There shall be supplied to a Member who so requests in writing, the agenda and papers to be considered at any meeting of any sub-committee or working party of the Board.
- 75 These rights are in addition to members' rights of inspection contained in Section 100F of the Local Government Act 1972.

DIRECTIONS BY MEMBERS

- 76 A Member shall not issue any directions concerning any orders or works to be or which are being executed by or on behalf of the Board or a Member Authority.

RULES OF DEBATE

1. A motion or amendment cannot be discussed unless it has been proposed and seconded. A motion moved by the Chairman does not need to be seconded.
2. The Chairman may require a motion or amendment to be put in writing and handed to the Chairman before it is discussed or put to the meeting.
3. The proposer of a motion shall have the right of reply at the close of the debate on that motion immediately before it is put to the vote or before any of the following motions are put:
 - To put the question
 - To adjourn the debate
 - To proceed to the next business
 - To adjourn the meeting.
4. If an amendment to a motion is moved it is the proposer of the motion, and not the mover of the amendment, who has the right of reply at the close of the debate on that amendment.
5. A Member exercising a right of reply shall not introduce new matters.
6. After the right of reply has been exercised, the motion or amendment must be put to the vote without further discussion.
7. When seconding a motion or amendment a Member may either speak to the motion or amendment at that time or reserve the right to speak later in the debate, subject to Rule 19 below.

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8. Every amendment shall be relevant to the motion in respect of which it is moved. The Chairman's decision as to relevancy shall be final.
 9. If the Chairman considers an amendment is in effect a direct negative of the motion the Chairman shall rule it out of order.
 10. If an amendment is rejected, other amendments may be moved on the original motion.
 11. If an amendment is carried, the motion as amended becomes the motion on which any further amendments may be moved.
 12. Only one amendment shall be dealt with at a time.
 13. The proposer of a motion or a mover of an amendment may alter the motion or amendment with the consent of the seconder and of the Board.
 14. The proposer of a motion or mover of an amendment may withdraw the motion or amendment with the consent of the seconder and of the Board. If consent is given there shall be no further discussion on the motion or amendment.
 15. A member when speaking shall address the Chairman. A Member must stop speaking if requested to do so by the Chairman.
 16. A member shall direct his or her speech to the matter under discussion, or to an explanation, or to a point of order.
 17. A speech shall not last longer than 5 minutes. The Chairman may agree for a longer time.

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18. Members shall not speak more than once during the debate on any motion or any amendment except:
- To move an amendment to the motion;
 - To raise a point of order;
 - To exercise the right of reply;
 - To offer a personal explanation;
 - To move any of the motions in Rule 19 below;
 - With the permission of the Chairman; to correct a factual error
19. At the end of a speech by another Member, a Member may move:
- To put the question;
 - To adjourn the debate;
 - To proceed to the next business;
 - To adjourn the meeting.
20. If a motion under Rule 19 is seconded and the Chairman is of the opinion that the question before the meeting has been sufficiently discussed the procedure in Rule 21 shall apply.
21. The mover of a motion under Rule 19 may speak on it for not more than 5 minutes. The seconder shall not speak except formally to second the motion. The mover of the original motion before the meeting may then speak in reply for not more than 5 minutes, after which the motion moved under the rule shall be put without further debate.
22. If a motion under Rule 19 above is put to the vote and defeated, the same motion shall not be put again during the same debate without the permission of the Chairman.

23. During a debate a Member may rise to raise a point of order or make a personal explanation and shall be entitled to be heard immediately. The Chairman's ruling on a point of order or on the admissibility of a personal explanation is final and not open to discussion.

- A point of order is a query about whether Standing Orders are being followed. When raising a point of order a Member must specify which standing Order that Member considers has been broken.
- A personal explanation is a statement by a Member to explain something said by that Member earlier in that debate which has been misunderstood.

ANNEX

MEMORANDUM OF PARTICIPATION

1. This is a Memorandum of Participation referred to in clause 15.1 of the Agreement made the _____ day of _____ 2004 BETWEEN 1) Wiltshire County Council, 2) Swindon Borough Council, 3) Kennet District Council, 4) North Wiltshire District Council, 5) Salisbury District Council, and 6) West Wiltshire District Council ("the Agreement") relating (inter alia) to the establishment of a joint committee to be known as "The Wiltshire and Swindon Customer First Management Board".
2. The signing of the Memorandum of Participation on behalf of _____ Council has the effect specified in Clause 15.1 of the Agreement.

Signed on behalf of _____ Council

By: _

(name)

Signed.....

Dated.....2004