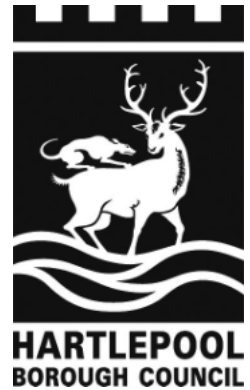


GENERAL PURPOSES COMMITTEE AGENDA



Tuesday 25 October 2011

at 10.00 am

in Committee Room A, Civic Centre, Hartlepool

MEMBERS: GENERAL PURPOSES COMMITTEE:

Councillors Aiken, C Akers-Belcher, S Akers-Belcher, Cook, James, Lawton, Simmons, Thomas and Wells.

1. APOLOGIES FOR ABSENCE

2. TO RECEIVE ANY DECLARATIONS OF INTEREST BY MEMBERS

3. MINUTES

3.1 To confirm the minutes of the meeting held on 4 October 2011.

4. ITEMS REQUIRING CONSIDERATION

4.1 Partnership with Darlington Borough Council for the Joint Head of Human Resources – *Chief Solicitor (to follow)*

4.2 Electoral Review of Hartlepool Borough Council – Final Recommendations – *Chief Solicitor*

5. ANY OTHER BUSINESS THAT THE CHAIRMAN CONSIDERS URGENT

GENERAL PURPOSES COMMITTEE

MINUTES AND DECISION RECORD

4 October 2011

The meeting commenced at 2.00 pm in the Civic Centre, Hartlepool

Present:

Councillor: Rob Cook (In the Chair)

Councillors: Christopher Akers-Belcher, Marjorie James and Ray Wells

Officers: Joanne Machers, Chief Customer and Workforce Services Officer
Angela Armstrong, Principal Democratic Services Officer

21. Apologies for Absence

Apologies for absence were received from Councillors S Akers-Belcher, Trisha Lawton, Chris Simmons and Stephen Thomas.

22. Declarations of interest by Members

None.

23. Confirmation of the minutes of the meeting held on 5 September 2011

Confirmed.

24. Scheduling of General Purposes (Appeals and Staffing) Committees *(Democratic Services Team Manager)*

Members were informed that on the advice of the Human Resources Business Advisors, a provisional schedule of weekly meetings of the General Purposes (Appeals and Staffing) Committee will be required from November until the end of the municipal year. This had been agreed by the Chair and Vice Chair of the Committee and as such Members were informed in writing on 19 September 2011. The meetings were originally scheduled to commence at 9.00am and may last a full day. The specific membership of Committees called to deal with individual appeals would be allocated as and when appeals were received. As with previous practice, should any of the identified dates not be required for appeals, Members would be notified as soon as this was confirmed.

However, should Members find that they were not available for any particular Wednesdays from November 2011 to the end of April 2012, if they could let Democratic Services know at their earliest convenience, this would be included on the schedule to avoid that Member being contacted for that date should it be required.

Decision

The update was noted and Members were requested to contact Democratic Services at their earliest convenience should they find they were unavailable for any specific Wednesdays between November 2011 and April 2012.

25. Local Government (Access to Information) (Variation) Order 2006

Under Section 100(A)(4) of the Local Government Act 1972, the press and public were excluded from the meeting for the following items of business on the grounds that it involved the likely disclosure of exempt information as defined in paragraph 2 of Part 1 of Schedule 12A of the Local Government Act 1972 as amended by the Local Government (Access to Information) (Variation) Order 2006.

Minute 26 – Appeals and Staffing Appeal Review - This item contains exempt information under Schedule 12A Local Government Act 1972 as amended by the Local Government (Access to Information) (Variation) Order 2006 namely information relating to any individual – Para 1.

26. Appeals and Staffing Appeal Review (*Chief Customer and Workforce Services Officer*) This item contains exempt information under Schedule 12A Local Government Act 1972 as amended by the Local Government (Access to Information) (Variation) Order 2006 namely information relating to any individual – Para 1.

The Chief Customer and Workforce Services Officer presented a report which provided details of a review conducted at the request of the General Purposes (Appeals and Staffing) Committee as a result of a redundancy appeal situation.

Further details can be found in the exempt section of the minutes.

Decision

Details can be found in the exempt section of the minutes.

27. Any Other Items which the Chairman Considers are Urgent

None.

The meeting concluded at 2.24 pm

CHAIR

GENERAL PURPOSES COMMITTEE

25 October 2011



Report of: Chief Solicitor

Subject: PARTNERSHIP WITH DARLINGTON BOROUGH COUNCIL FOR THE JOINT HEAD OF HUMAN RESOURCES

1. PURPOSE OF REPORT

1.1 This report follows the decision of Cabinet on 30th August, 2011 that the Chief Executive Officer and/or Chief Solicitor have delegated powers to finalise the legal Agreement between Hartlepool Borough Council and Darlington Borough Council with the General Purposes Committee. This report therefore provides some background as to this partnering initiative and also attaches the draft Agreement, proposed to be used between the parties.

2. BACKGROUND

2.1 The report as considered by Cabinet on 30th August, 2011 is appended herewith for general information (**Appendix 1**). It was the view of Cabinet that the proposed Agreement should include provision for a review of the proposed arrangements and that there should be included within the Agreement a suitable "break clause". Further, that there should be an initial review of the Agreement with a report to the Council's Cabinet in approximately six months time "to enable a more informed review of the budgetary savings proposed within the Chief Executive's Department".

2.2 Members should be aware that the proposed Agreement would operate under the principles established under Section 113 of the Local Government Act, 1972. This allows a local authority to enter into Agreement with another local authority ".....on such terms as may be decided by the Agreement, of the services of Officers employed by the former, but shall not enter into any such Agreement with respect to any Officer without consulting him". The Council's Chief Customer and Workforce Services Officer has expressed her willingness to act as the Joint Head of Human Resources for the respective Councils. For the purposes of Section 113, this Officer will remain employed by Hartlepool Borough Council and would effectively be "seconded" to

Darlington Borough Council upon the terms and conditions as expressed within this draft Agreement as attached herewith (**Appendix 2**).

- 2.3 As expressed within the report to Cabinet, consultations have been undertaken not only with the post holder but also with those staff affected through any relocation of service responsibilities. Through correspondence dated 27th July, 2011, from the Hartlepool Joint Trade Union Committee (as appended to the report to the Council's Cabinet on 1st August, 2011) it was made comment "*..... it seems sensible to review the position of Head of HR in Hartlepool and Darlington for operational, and financial reasons and the sharing of a Senior Officer post is welcomed in this instance as it will achieve financial savings for both authorities*".

3. PROPOSED AGREEMENT

- 3.1 As Members will observe from the attached draft Agreement, it is recited that it would operate under the principles of Section 113 of the Local Government Act, 1972. Further, that the Council's Chief Customer and Workforce Services Officer "*.....shall on the terms of this Agreement spend 50% of her work time working for DBC but shall for all other purposes remain an employee of HBC on the terms of this Agreement*". The form of the Agreement follows, in part, the harmonised commercial contract documentation as used by Darlington Borough Council, with a variety of amendments to reflect the nature of the present Agreement. Accordingly, it contains provision for a review by the parties and also a "break clause" as recommended by Cabinet. It is therefore thought appropriate that the following break clause be used within this present Agreement;

"DBC or HBC may give two months prior written notice at any time to terminate this Agreement providing such notice does not expire later than six months from the commencement of this Agreement. In exercising this power DBC and/or HBC will at all times act reasonably and in good faith in the best interests of the parties to this Agreement".

- 3.2 The Agreement contains a number of standard terms and conditions, which is appropriate for use in this particular situation. The General Purposes Committee are therefore invited to make such comments upon the proposed draft Agreement as they deem appropriate in order to progress this initiative in conjunction with the proposed commencement date of 1st November, 2011. Members will also be aware that the specification/description of the services to be provided to Darlington Borough Council are more particularly described within the "Specification" as outlined within the terms of this draft Agreement.

4 RECOMMENDATIONS

1. To note the contents of this report.
2. To provide such comments (if any) to allow the Council's Chief Solicitor to finalise this Agreement with Darlington Borough Council for the Joint Head of Human Resources.

5. CONTACT OFFICER

Peter Devlin, Chief Solicitor

CABINET REPORT

30 August 2011



Report of: Chief Executive

Subject: Partnership with Darlington Borough Council for Joint Head of HR role

SUMMARY

1. PURPOSE OF REPORT

To set out a proposal to enter into an agreement with Darlington Borough Council to share a post of Head of HR and the implications for the structure of the Chief Executive's Department.

2. SUMMARY OF CONTENTS

The report explains the background to the proposal, the principles of an agreement and the implications for the structure of the Chief Executive's Department.

3. RELEVANCE TO CABINET

Workforce issues in relation to senior management post appointed to by members.

4. TYPE OF DECISION

Non-key

5. DECISION MAKING ROUTE

Cabinet

6. DECISION(S) REQUIRED

- 6.1 Cabinet agree to enter into an agreement with Darlington Borough Council to share a joint Head of HR and that the Chief Executive and/or Chief Solicitor be delegated to finalise the legal agreement in consultation with the General Purposes Committee.

- 6.2 To note the need to reallocate some responsibilities of the Chief Customer & Workforce Services Officer and receive a report in due course with proposals for restructuring with the Chief Executive's Department.

Report of: Chief Executive

Subject: Partnership with Darlington Borough Council for Joint Head of HR role

1. PURPOSE OF REPORT

- 1.1 To set out a proposal to enter into an agreement with Darlington Borough Council to share a post of Head of HR and the implications for the structure of the Chief Executive's Department.

2. BACKGROUND

- 2.1 The financial pressures facing the Council have been set out for Members in other reports on a regular basis and all departments are required to identify savings to balance budgets. As a consequence, officers are in regular contact with other local authorities to share best practice and identify potential opportunities for efficiencies and savings.
- 2.2 The Assistant Director – Human Resources at Darlington Borough Council is due to retire in November 2011 and Darlington has considered the options available, to a) recruit a full-time permanent replacement or, b) make interim arrangements or, c) share with another Council. Darlington Council have determined that they would wish pursue option C and to enter into an arrangement with Hartlepool Borough Council to share a post to undertake the lead HR role. This decision follows initial discussions at Chief Executive level and Darlington's assessment that this joint arrangement would satisfy their requirements.

3. PROPOSAL

- 3.1 It is proposed that Hartlepool Borough Council enter into an agreement for the Council's Customer & Workforce Services Officer to undertake a joint head of HR role with Darlington Borough Council.
- 3.2 A formal legal contract would be drawn up between the two authorities agreeing to share equally the costs of the post and would be subject to annual review.
- 3.3 Hartlepool would remain the employer of the current postholder and the current main terms and conditions of employment would continue although a variation to contract would be required to reflect the services required to be delivered to Darlington Council.
- 3.4 The Chief Customer & Workforce Services Officer is currently responsible for workforce services, customer services, shared services, revenues and benefits services. Undertaking the role of lead for all HR matters in two local

authorities would require a reallocation of service responsibilities from the Chief Customer & Workforce Services Officer as the new joint responsibilities could not be undertaken in addition to current responsibilities. Options for relocating services within the Chief Executive's Department are currently under consideration.

4. IMPLICATIONS FOR HARTLEPOOL BOROUGH COUNCIL

- 4.1 The advice, guidance and support from the Chief Customer and Workforce Services Officer to Hartlepool Council on workforce matters would continue. Some aspects of the work can be undertaken irrespective of physical location through appropriate ICT support e.g. responding to emails and telephone calls, accessing and drafting documents, etc. There may potentially be some conflict between each authority's requirements to attend formal meetings however with appropriate planning this conflict could be minimized. The most likely detrimental impact on the Council may occur when the Chief Customer & Workforce Services Officer is required to attend a meeting personally at short notice as a matter of urgency; this occurs infrequently.
- 4.2 There will be increased opportunity for both Councils to more easily share HR best practice, consolidate some areas of work which may currently be duplicated and increase the resilience of both HR teams at a time when both Councils have had to reduce capacity within their HR service. Additionally the joint role will enable a more effective assessment of potential opportunities and support required for joint working across HR and other Council services in due course.
- 4.3 Whilst it is recognised that the Chief Executive's Department was restructured in April 2010 so that savings could be realised from a Chief Officer post, there are many additional financial pressures now facing the Council which were not known in April 2010. This has identified new challenges and some new opportunities.
- 4.4 As mentioned in paragraph 3.4 the current duties and responsibilities of the Chief Customer & Workforce Services Officer would be restructured across other divisions of the Chief Executive's Department. At an operational service level it is not expected that a reallocation of teams across other Chief Officer posts in the Department will affect what gets done or how it gets done. The Chief Executive's Management Team will continue to ensure the Department's service responsibilities are fulfilled and savings targets are achieved.

5. FINANCIAL IMPLICATIONS

- 5.1 Full year savings associated with sharing the cost of the post is £51,366 (inclusive of pension and NI saving) with part year saving for the period 01.11.11 to 31.03.12 of £21,402 (inclusive of pension and NI saving). This amount is included in the Chief Executive's Department savings proposals. This is based on equal sharing of employment costs between Hartlepool and

Darlington Councils. Some costs may be incurred as a result of additional ICT access and travel between Hartlepool and Darlington, however it is envisaged that this will be minimised through effective planning and diary management.

6. CONSULTATIONS

- 6.1 Consultations have been undertaken with the postholder directly affected by this proposal and no objections have been received.
- 6.2 Consultations have also been undertaken with those staff affected by the requirement to reallocate service responsibilities and at this stage no adverse comments have been received regarding the proposal to establish a joint post. It is not possible however to conclude the consultations at this stage regarding the reallocation of duties across the Department as detailed consideration is required concerning the Revenues and Benefits Sections given the on-going procurement exercise. As a result it is proposed to progress with the joint Head of HR role and continue consultations regarding the structure of the Chief Executive's Department and bring a further report to Cabinet with proposals for reallocating responsibilities.
- 6.3 The Trade Unions have been consulted on these proposals and comments will be made available to Cabinet members in advance of the meeting if they are received.

7. RISKS

- 7.1 There is a risk that one or both parties to the legal agreement are not satisfied with the arrangements or change their overall strategic direction regarding partnership arrangements and wish to withdraw. Early and regular reviews of the new arrangement will enable any issues to be identified and resolved quickly and thereafter annual reviews will ensure that both local authorities are able to address their on-going requirements.
- 7.2 The new role may become unmanageable as a result of excessive expectations by one or both authorities and results in ineffectiveness. Through the setting of clear objectives, regular supervision sessions with both authorities and effective planning any potential pressures should be identified and addressed quickly.

8. RECOMMENDATION

- 8.1 Cabinet agree to enter into an agreement with Darlington Borough Council to share a joint Head of HR and that the Chief Executive and/or Chief Solicitor be delegated to finalise the legal agreement with the General Purposes Committee.
- 8.2 To note the need to reallocate some responsibilities of the Chief Customer & Workforce Services Officer and receive a report in due course with proposals for restructuring within the Chief Executive's Department.

THIS DEED OF AGREEMENT made the _____ day of _____ 2011

BETWEEN

(1) THE COUNCIL OF THE BOROUGH OF DARLINGTON of Town Hall Darlington DL1 5QT (hereinafter called “DBC”) of the one part and

(2) HARTLEPOOL BOROUGH COUNCIL of Civic Centre, Victoria Road, Hartlepool, TS24 4AY (hereinafter called “HBC”) of the other part.

WHEREAS

(1) DBC wishes to and hereby appoints HBC to provide the Human Resources services as more particularly described in the Specification (“the Services”) as described in this Agreement and HBC agrees to provide the Services on the terms provided in this Agreement.

(2) The parties hereto intend that this agreement shall constitute a arrangement within the meaning set out in section 113 of the Local Government Act 1972 that HBC shall place Joanne Machers at the disposal of DBC on the terms set out in this Agreement and that Joanne Machers shall be able to take binding decisions on behalf of DBC although remaining an employee of HBC for employment and superannuation purposes.

(3) The parties have agreed that Joanne Machers being an employee of HBC shall on the terms of this agreement spend 50% of her work time working for DBC but shall for all other purposes remain an employee of HBC on the terms of this agreement.

NOW IT IS HEREBY AGREED

1. In this Agreement words and expressions shall have the meanings as are respectively assigned to them in the documents hereinafter referred to
2. The Agreement comprises the following parts as contained in this document or are annexed hereto:
 - (a) Part 1 : This Memorandum of Agreement
 - (b) Part 2 : Contract Particulars
 - (c) Part 3 : Special Terms and Conditions
 - (d) Part 4 : Standard Terms and Conditions
 - (e) Part 5 : Specification of Services
3. Should there be any inconsistency between the documents listed above they shall have precedence in the order listed.
4. In consideration of the payment(s) to be made by DBC to HBC as hereinafter mentioned HBC hereby covenants with DBC to provide the Services in conformity in all respects

with the provisions of this Agreement or as further agreed between the parties in writing.

- 5. DBC hereby covenants to pay to HBC in consideration of the Services the costs detailed in this Agreement at such times and in such a manner as is provided by this Agreement.

IN WITNESS whereof DBC has caused its Common Seal to be hereunto affixed as its deed and HBC has caused its Common Seal to be hereunto affixed the day and year first above written and the parties have entered this agreement as a deed and delivered it on the date on this agreement.

THE COMMON SEAL of DBC was hereunto affixed in the presence of:-

Authorised signatory

.....

THE COMMON SEAL of HBC was hereunto affixed in the presence of:-

Authorised signatory

.....



CONSULTANCY SERVICES FOR HR RESOURCE

CONTRACT PARTICULARS

Contract Title	HUMAN RESOURCES SERVICES	
DBC	Darlington Borough Council	
HBC	Hartlepool Borough Council	
Commencement Date	1 November 2011	
Contract Period	Continuous subject to the terms of Agreement and the break clause referred to at the Special Terms and Conditions (paragraph 4)	
Services/Goods/Works	Services	
Specification/Description	Human Resources services as more particularly described in the Specification	
Price	50% of the Agreed Costs (as defined in the Special Terms and Conditions) payable quarterly in arrears	
DBC Authorised Officers		
Name	Position	Contact Details
Paul Wildsmith (or nominee)	Director of Resources	
HBC Authorised Officers		
Name	Position	Contact Details
ANDREW ATKIN (or nominee)	ASSISTANT CHIEF EXECUTIVE	

APPENDIX 2

Insurance	
Insurance type :	Minimum level
Employer's Liability Insurance	£5million
Public Liability Insurance	£5million
Professional Indemnity Insurance	£2million



CONSULTANCY SERVICES FOR HR RESOURCE

SPECIAL TERMS AND CONDITIONS – GENERAL

1. INDEMNITY AND LIABILITY (ADDITIONAL PROVISION - INDIRECT AND CONSEQUENTIAL LOSS)

HBC shall indemnify DBC in full for any direct or indirect loss of or damage to the real or personal property of DBC or any third party, including Intellectual Property Rights, or injury claimed by any third party and against all Liabilities against or incurred by DBC (including legal expenses on an indemnity basis) arising from HBC's negligence, any defect or fault in the Services or any act or omission of HBC in delivering the Services.

2. INDEPENDENT CONTRACTOR

The Parties agree that HBC through this agreement is making one of its officers available to undertake certain services within the meaning set out in section 113 of the Local Government Act 1972 and that HBC shall place Joanne Machers at the disposal of DBC on the terms set out in this Agreement and that Joanne Machers shall be able to take binding decisions on behalf of DBC although remaining an employee of HBC for employment and superannuation purposes.

3. PRICE

HBC and DBC shall be jointly responsible for the Agreed Costs which shall be defined as all emoluments and outgoings. For the avoidance of doubt the Price payable by DBC under the terms of this agreement shall be 50% of the Agreed Costs on the basis of the provision of 18.5 hours per week for DBC. In the event that the contract is terminated redundancy costs will not be payable, other than by agreement between the parties.

4. TERMINATION (additional provisions)

This Agreement shall be subject to annual review by DBC and HBC. Termination will be by either party on the giving of 12 months notice or such other period as may be agreed between the parties.

DBC or HBC may give two months prior written notice at any time to terminate this Agreement providing such notice does not expire later than six months from the commencement date of this Agreement. In exercising this power DBC and/or HBC will at all times act reasonably and in good faith in the best interests of the parties to this Agreement.'



CONSULTANCY SERVICES FOR HR RESOURCE

STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE PURCHASE OF SERVICES



**STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE PURCHASE OF SERVICES**

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APPENDIX 2

PART A - OPERATIVE PROVISIONS

A1. DEFINITIONS

The terms and expressions used in these Standard Terms and Conditions shall have the meanings set out below:

“Authorised Officer”	the person(s) duly appointed by each party and notified in writing to the other to act as the representative of each respective party for the purpose of the Contract in the Contract Particulars or as amended from time to time.
“Business Day”	any day other than a Saturday or Sunday or a public or bank holiday in England.
“Change in Law”	the coming into effect or repeal (without re-enactment or consolidation) in England of any Law, or any amendment or variation to any Law, or any judgement of a relevant court of law which changes binding precedent in England in each case after the date of this Contract.
“Commencement Date”	the commencement date stated in the Contract Particulars.
“Confidential Information”	any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the Services, the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party, all personal data and sensitive personal data (within the meaning of the DPA).

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“Contract”	<p>the agreement in respect of the provision of the Services consisting of the following listed documents which shall be read as one document. In the event of ambiguity, conflict or contradictions between these documents the conflict will be resolved according to the following order of priority:</p> <ol style="list-style-type: none">1. the Contract Particulars;2. the Special Terms and Conditions;3. the Standard Terms and Conditions;
“Contract Particulars”	<p>the document detailing the specific core terms agreed between the parties with regard to the Services which shall include but not be limited to the Pricing Schedule, Delivery Instructions, Commencement Date, Authorised Officer, Contract Manager, Key Personnel, Contract Period, and the Specification and relevant contract specific details of the Tender included in the document.</p>
“Contract Period”	<p>the period of the contract as stated in the Contract Particulars (and any extension in accordance with clause B1).</p>
“DPA”	<p>The Data Protection Act 1998.</p>
“Delivery Instructions”	<p>the instructions provided in the Contract Particulars and any other information that DBC considers appropriate to the provision of the Services.</p>
“Employee”	<p>any person employed by HBC to perform the Services.</p>
“EIR”	<p>The Environmental Information Regulations 2004.</p>
“FOIA”	<p>The Freedom of Information Act 2000.</p>
“Force Majeure”	<p>any cause materially affecting the performance by a party of its obligations under this Contract arising from any act beyond its reasonable control and affecting either party, including</p>

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without limitation: acts of God, war, industrial action (subject to clause H6.3), protests, fire, flood, storm, tempest, epidemic, explosion, acts of terrorism and national emergencies.

“Good Industry Practice”

the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in the supply of services similar to the Services under the same or similar circumstances as those applicable to the Contract.

“HRA”

The Human Rights Act 1998.

“Intellectual Property Rights”

patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“Law”

any applicable Act of Parliament, sub-ordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, bye-law, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any regulatory body of which HBC is bound to comply.

“Liabilities”

all costs, actions, demands, expenses, losses, damages, claims, proceedings, awards, fines, orders and other liabilities (including reasonable legal and other professional fees and expenses) on any proven liability on a reasonable/proportionate basis

“Price”

the price of the Services as set out in the Contract Particulars. Unless otherwise stated, any reference to Price shall be regarded as being exclusive of properly chargeable VAT which shall be separately accounted for.

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- “Pricing Schedule” the schedule from the Tender detailing the pricing as detailed in the Contract Particulars.
- “Services” the services described in the Specification to be supplied by HBC in accordance with the Contract together with all equipment required and any associated goods provided by HBC in relation to those services.
- “Special Terms and Conditions” the additional terms and conditions attached which were set out in the Invitation to Tender.
- “Specification” the specification included in the Contract Particulars setting out DBC's detailed requirements in relation to the Services.
- “Standard Terms and Conditions” the terms and conditions set out in this document.
- A1.1 Any reference to a person shall include any natural person, partnership, joint venture, body corporate, incorporated association, government, governmental agency, persons having a joint or common interest, or any other legal or commercial entity or undertakings.
- A1.2 A reference to any statute, order, regulation or similar instrument shall be construed as a reference to the statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.
- A2. **HEADINGS**
- A2.1 The index and headings to the clauses and appendices to and schedules of this Contract are for convenience only and will not affect its construction or interpretation.
- A3. **NOTICES**
- A3.1 Any notice required by this Contract to be given by either party to the other shall be in writing and shall be served personally, by fax or by sending it by registered post or recorded delivery to the appropriate address, fax number or email address notified to each other as set out in the Contract Particulars.
- A3.2 Any notice served personally will be deemed to have been served on the day of delivery; any notice sent by post will be deemed to have been served 48 hours after it was posted; any notice sent by fax will be deemed to have been served 24 hours after it was despatched and any notice sent by email before 5 p.m. will be deemed to have been served on the day of despatch and otherwise on the following day save where the deemed date of service falls

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on a day other than a Business Day in which case the date of service will be the following Business Day.

A4. ENTIRE AGREEMENT

A4.1 The Contract constitutes the entire agreement between the parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause A4 shall not exclude liability in respect of any fraudulent misrepresentation.

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PART B - PROVISION OF SERVICES

B1. CONTRACT PERIOD

B1.1 The Contract shall commence on the Commencement Date and subject to clause B1.2 shall continue for the Contract Period.

B1.2 If the Contract Period includes an option to extend and DBC intends to take up the option, HBC shall be notified in writing within the period stated in the Contract Particulars prior to the commencement of the extension. If no such notification is issued the Contract shall automatically expire after the initial Contract Period.

B2. PERFORMANCE

B2.1 The Services shall be provided in accordance with any Delivery Instructions. If no time for delivery is stated in the Delivery Instructions the Services shall be delivered between 9 a.m. and 5 p.m. on a Business Day.

B2.2 The time of the delivery of the Services is of essence to the Contract.

B2.3 DBC will have the right to observe HBC's performance of the Services if the Services are not being performed on DBC's premises.

B2.4 If HBC at any time becomes aware of any act or omission, or proposed act or omission by DBC which prevents or hinders, or may prevent or hinder HBC from performing the Services in accordance with the Contract, HBC shall inform DBC and DBC may, at its absolute discretion, extend the period of the Contract accordingly.

B2.5 If HBC at any time becomes aware of any material matter that could affect the performance of the Services in accordance with the Contract, HBC shall inform DBC immediately.

B2.6 If HBC has a change in Control, HBC shall inform DBC as soon as reasonably practicable.

B2.7 The Services shall be subject to annual review between HBC and DBC between the Authorised Officers or their nominated representative.

B3. WARRANTY

B3.1 HBC warrants to DBC that the Services will be provided:

B3.1.1 in a proper, skilful and workmanlike manner;

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- B3.1.2 by appropriately qualified, trained and experienced personnel with a high standard of skill, care and due diligence and in accordance with Good Industry Practice;
- B3.1.3 in accordance with the Contract and any descriptions provided by HBC;
- B3.1.4 to the reasonable satisfaction of the Authorised Officer of DBC;
- B3.1.5 by Key Personnel (if any) who shall not be released from providing the Services permanently without the agreement of DBC, except by reason of sickness, maternity leave, paternity leave, termination of employment or because they have been requested to do so by DBC, or the element of the Services in respect of which the individual was engaged has been completed to DBC's satisfaction or other extenuating circumstances explained to DBC. Any replacements for the Key Personnel shall be subject to the agreement of DBC and such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The cost of effecting such replacement shall be borne by HBC; and
- B3.1.6 in a way that HBC takes every reasonable precaution to safeguard DBC's property entrusted to the care of HBC.

PART C - PRICE AND PAYMENT

C1. PRICE AND PAYMENT

- C1.1 DBC shall pay the Price for the Services to HBC.
- C1.2 HBC shall submit a single VAT invoice to DBC no later than seven (7) days after the end of each calendar month detailing the Services provided during the calendar month and the amount payable.
- C1.3 Payment of any undisputed invoice will be made no later than thirty (30) days following the date of receipt of the invoice by DBC.
- C1.4 DBC reserves the right to withhold payment of the relevant part of the Price without payment of interest where HBC has either failed to provide the Services at all or has provided the Services inadequately and any invoice relating to such Services will not be paid unless or until the Services have been performed to DBC's satisfaction.
- C1.5 Further details of payment, if any, are set out in the Pricing Schedule.

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PART D - TERMINATION AND CONSEQUENCES OF TERMINATION

D1. TERMINATION

D1.1 Subject to the provisions of clause H6 (Force Majeure) DBC may terminate the Contract with immediate effect by notice in writing to HBC on or at any time if:

D1.1.1 HBC becomes bankrupt, insolvent, makes any composition with its creditors, has a receiver appointed under the Mental Health Act 1983 or dies; or

D1.1.2 HBC is convicted of a criminal offence; or

D1.1.3 HBC ceases or threatens to cease to carry on its business; or

D1.1.4 HBC has a change in Control which DBC believes will have a substantial impact on the performance of the Contract; or

D1.1.5 there is a risk or a genuine belief that reputational damage to DBC will occur as a result of the Contract continuing; or

D1.1.6 HBC is in breach of any of its obligations under this Contract that is capable of remedy and which has not been remedied to the satisfaction of DBC within 14 days, or such other reasonable period as may be specified by DBC after issue of a written notice specifying the breach and requesting it to be remedied; or

D1.1.7 there is a material or substantial breach by HBC of any of its obligations under this Contract which is incapable of remedy; or

D1.1.8 HBC commits persistent minor breaches of this Contract whether remedied or not.

D1.2 DBC reserves the right to terminate the Contract in part in the case of termination under clauses D1.1.6, D1.1.7 and D1.1.8.

D2. CONSEQUENCES OF TERMINATION

D2.1 If this Contract is terminated in whole or in part in accordance with clause D1 DBC shall be liable to pay to HBC only such elements of the Price, if any, that have properly accrued in accordance with the Contract or the affected part of the Contract up to the time of the termination

D2.2 Upon the termination of the Contract for any reason, subject as otherwise provided in this Contract and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the Contract.

APPENDIX 2

D3. DISPUTE RESOLUTION PROCEDURE

- D3.1 If a dispute arises between DBC and HBC in connection with the Contract, the parties shall each use reasonable endeavours to resolve such dispute by means of prompt discussion at an appropriate managerial level.
- D3.2 If a dispute is not resolved within fourteen (14) days of referral under clause D3.1 then either party may refer it to the Chief Executive or appropriate nominated officer of each party for resolution who shall meet for discussion within 14 days or longer period as the parties may agree.
- D3.3 Provided that both parties consent, a dispute not resolved in accordance with clauses D3.1 and D3.2, shall next be referred at the request of either party to a mediator appointed by agreement between the parties within 14 days of one party requesting mediation with the costs of mediation determined by the mediator.
- D3.4 Nothing in this clause shall preclude either party from applying at any time to the English courts for such interim or conservatory measures as may be considered appropriate.

D4. SURVIVAL

- D4.1 The following clauses will survive termination or expiry of the Contract: Clause, Clause D2 (Consequences of Termination), Clause F1 (Intellectual Property), Clause F2 (Confidentiality and Publicity), Clause F3 (Data Protection), Clause F4 (Freedom of Information), Clause F5 (Record Keeping and Monitoring), Clause H4 (Severance), Clause H10 (Non Solicitation and Offers of Employment) and Clause H11 (Law and Jurisdiction).

PART E - INSURANCE AND LIABILITIES

E1. INSURANCE

- E1.1 Both parties shall maintain insurance necessary to cover any liability arising under the Contract as set out in the Contract Particulars.
- E1.2 Both parties shall prior to the Commencement Date and on each anniversary of the Commencement Date and/or upon request provide evidence that all premiums relating to such insurances have been paid.
- E1.3 If either party does not maintain the necessary insurances under the Contract the other may insure against any risk in respect of the default and may charge the other party the cost of such insurance together with a reasonable administration charge.

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E2. INDEMNITY AND LIABILITY

E2.1 Neither party seeks to exclude or limit its liability for:

E2.1.1 death or personal injury caused by its negligence (but will not be liable for death or personal injury caused by the other party's negligence);

E2.1.2 fraudulent misrepresentation; or

E2.1.3 any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited.

E2.2 Except as specifically provided, neither party shall in any event be liable to the other for any indirect or consequential loss (including loss of profit, loss of business opportunity, loss of business, loss of goodwill, loss of production and pure economic loss) however caused.

PART F - PROTECTION OF INFORMATION

F1. INTELLECTUAL PROPERTY

F1.1 All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:

F1.1.1 provided to HBC by DBC shall remain the property of DBC;

F1.1.2 prepared by or for HBC specifically for the use, or intended use, in relation to the performance of the Contract shall belong to DBC subject to any exceptions set out in the Contract Particulars.

F1.2 HBC shall obtain necessary approval before using any material, in relation to the performance of the Contract which is or may be subject to any third party Intellectual Property Rights. HBC shall procure that the owner of the Intellectual Property Rights grant to DBC a non-exclusive licence, or if HBC is itself a licensee of those rights, HBC shall grant to DBC an authorised sub-licence, to use, reproduce, and maintain the Intellectual Property Rights. Such licence or sub-licence shall be non-exclusive, perpetual and irrevocable, shall include the right to sub-license, transfer, novate or assign to other Councils, the replacement Contractor or to any other third party providing services to DBC, and shall be granted at no cost to DBC.

F1.3 It is a condition of the Contract that the Services will not infringe any Intellectual Property Rights of any third party and HBC shall during and after the Contract Period on written demand indemnify and keep indemnified without limitation DBC against all Liabilities which DBC may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to the act or omission of DBC.

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F1.4 At the termination of the Contract HBC shall at the request of DBC immediately return to DBC all materials, work or records held in relation to the Services, including any back-up media.

F2. CONFIDENTIALITY AND PUBLICITY

F2.1 Any documents provided by DBC and information which HBC may acquire as a result of the Contract shall to the extent that they are not in the public domain or required to be disclosed by operation of Law remain confidential to DBC and shall not be disclosed, disposed of or used for any purpose without prior written consent from DBC.

F2.2 All Confidential Information provided by DBC to HBC shall be returned to DBC at the end of the Contract.

F2.3 Without prejudice to the parties obligations under the FOIA or EIR, neither party shall make any press announcements

F2.4 Both parties shall take all reasonable steps to ensure the observance of the provisions of this clause by all of their servants, Employees, sub-contractors, agents, professional advisors and consultants.

F3. DATA PROTECTION

F3.1 The parties shall (and shall procure that any of its Employees involved in the provision of the Services) comply with any requirements under the DPA.

F4. FREEDOM OF INFORMATION

F4.1 DBC and HBC are subject to the FOIA and the EIR (“the Acts”). As part of the parties’ duties under the Acts, it may be required to disclose information forming part of the Contract to anyone who makes a reasonable request. The parties have absolute discretion to apply or not to apply any exemptions under the Acts.

F4.2 The parties shall assist and cooperate with each other to enable each to comply with the information disclosure requirements under the Acts and in so doing will comply with any timescale notified to it by the other party.

F5. RECORD KEEPING AND MONITORING

F5.1 In order to assist both parties in its record keeping and monitoring requirements including auditing and National Audit Office requirements, each party shall keep and maintain for six (6) years (or such longer time period required in accordance with any specific legislation) after the Contract has been completed, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed, and all payments made by and to the parties. Each party shall on request allow the other or its representatives

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such access to (and copies of) those records as may be required in connection with the Contract.

PART G - STATUTORY OBLIGATIONS

G1. HEALTH AND SAFETY

G1.1 The parties shall comply with all health and safety legislation in force and all health and safety policies of DBC.

G2. CORPORATE REQUIREMENTS

G2.1 HBC shall comply with all obligations under the HRA.

G2.2 HBC shall comply with all DBC policies and rules as supplied , such as, but not limited to:

G2.2.1 equality and diversity policies;

G2.2.2 sustainability;

G2.2.3 information security rules;

G2.2.4 whistleblowing and/or confidential reporting policies; and

G2.2.5 all site rules relevant to the fulfilment of HBC's obligations in the performance of the Services.

G2.3 HBC shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether age, race, gender, religion, disability, sexual orientation or otherwise) in employment.

G2.4 HBC shall comply with all relevant legislation relating to its Employees however employed including (but not limited to) the compliance in law of the ability of the Employees to work in the United Kingdom.

G2.5 If HBC has a finding against it relating to its obligations under clause G2.4 it will provide DBC with:

G2.5.1 details of the finding; and

G2.5.2 the steps HBC has taken to remedy the situation.

G3. LAW AND CHANGE IN LAW

G3.1 The parties shall comply at all times with the Law in its performance of the Contract.

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- G3.2 On the occurrence of a Change in Law which has a direct effect upon the Price the parties shall meet within fourteen (14) days of HBC notifying DBC of the Change in Law to consult and seek to agree the effect of the Change in Law and any change in the Price as a result following the principle that this clause is not intended to create an artificial cushion from market forces for HBC. If the parties, within fourteen (14) days of this meeting, have not agreed the occurrence or the impact of the Change in Law, either party may refer the matter to dispute resolution in accordance with clause D3.
- G3.3 Any agreed additional sums payable as a result of the operation of clause G3.2 shall be included in the Price. For the avoidance of doubt nothing in this Contract is intended to allow HBC double recovery of any increase in costs.

PART H - GENERAL PROVISIONS**H1. CONTRACT VARIATION**

- H1.1 Subject to clause H1.2, no variation or modification to the Contract is valid unless it is in writing and signed by DBC and HBC.
- H1.2 DBC shall be entitled to issue to HBC in writing or, in case of urgency orally (provided DBC confirms oral instructions in writing as soon as it is practicable), variation orders requiring the addition, suspension, reduction or cessation of provision of any Services and/or the provision of emergency Services in accordance with revised Delivery Instructions. HBC shall charge for the impact of the variation order in accordance with the rates and prices used to calculate the Price in the Tender.

H2. THIRD PARTY RIGHTS

- H2.1 This Contract is enforceable by the original parties to it, by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this Contract pursuant to The Contracts (Rights of Third Parties) Act 1999 are excluded.

H3. NO WAIVER

- H3.1 Failure by either party at any time to enforce any one or more of the provisions of this Contract or to require performance by the other party of any of the provisions shall not constitute or be construed as a waiver of the provision or of the right at any time subsequently to enforce all terms and conditions of this Contract nor affect the validity of the Contract or any part of it or the right of the parties to enforce any provision in accordance with its terms.
- H3.2 No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver in writing and communicated in accordance with clause A3 (Notices).

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H4. SEVERANCE

H4.1 If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.

H5. ASSIGNMENT, SUB-CONTRACTING AND RESPONSIBILITY

H5.1 Subject to any express provision of this Contract, HBC shall not without the prior written consent of DBC, not be unreasonably withheld/delayed. assign all or any benefit, right or interest under this Contract or sub-contract the provision of the Services.

H5.2 DBC shall be entitled to:

H5.2.1 assign, novate or dispose of its rights and obligations under this Contract either in whole or part to any contracting authority (as defined in The Public Contracts Regulations 2006); or

H5.2.2 transfer, assign or novate its rights and obligations where required by Law.

H5.3 HBC shall remain responsible and liable for the acts and omissions of any other members of a consortium arrangement, sub-contractors, servants, agents and Employees as though they were its own.

H6. FORCE MAJEURE

H6.1 Neither party shall be liable for failure to perform its obligations under the Contract if such failure results from Force Majeure.

H6.2 If DBC or the delivery location is affected by circumstance of Force Majeure, DBC shall be entitled to, totally or partially, suspend the date or dates for delivery of the Services until the circumstances of the Force Majeure have ceased. The suspension shall not give rise to any claim by HBC against DBC nor entitle HBC to terminate the Contract.

H6.3 Industrial action by, or illness or shortage of HBC's Employees, agents or subcontractors, failure or delay by any of HBC's suppliers to supply goods, components, services or materials and breach of HBC's warranties under clause B6 shall not be regarded as an event of Force Majeure.

H6.4 If the event of Force Majeure continues for more than two (2) months either party may give written notice to the other to terminate the Contract immediately or on a set termination date.

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H6.5 If the Contract is terminated in accordance with clause H6.4 neither party will have any liability to the other except that any rights and liabilities which accrued prior to termination will continue to exist.

H7. INDUCEMENTS

H7.1 HBC shall not offer or give, or agree to give, to any employee, agent, servant or representative of DBC any gift or consideration of any kind as an inducement or reward for doing, any act in relation to the obtaining or execution of the Contract or any other contract with DBC, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract. The attention of HBC is drawn to the criminal offences under the Bribery Act 2010.

H7.2 HBC warrants that it has not paid commission nor agreed to pay any commission to any Employee or representative of DBC by HBC or on HBC's behalf.

H7.3 Where HBC engages in conduct prohibited by clauses H7.1 and H7.2 in relation to this or any other contract with DBC, DBC has the right to:

H7.3.1 terminate the Contract and recover from HBC the amount of any loss suffered by DBC resulting from the termination, including the cost reasonably incurred by DBC of making other arrangements for the provision of the Services and any additional expenditure incurred by DBC throughout the remainder of the Contract Period; or

H7.3.2 recover in full from HBC any other loss sustained by DBC in consequence of any breach of this clause whether or not the Contract has been terminated.

H8. COSTS AND EXPENSES

H8.1 Each of the parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Contract.

H9. NO AGENCY OR PARTNERSHIP

H9.1 Nothing contained in this Contract, and no action taken by the parties pursuant to this Contract, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee.

H10. NON SOLICITATION AND OFFERS OF EMPLOYMENT

H10.1 HBC agrees that it will not, without the prior written consent of DBC, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person and whether as a principal, shareholder, director, Employee,

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agent, consultant, partner or otherwise during the Contract Period or for a period of 12 months following termination of this Contract:

H10.1.1 solicit or entice, or endeavour to solicit or entice, away from DBC, any person directly related to the Services employed in a senior capacity in a managerial, supervisory, technical, sales or administrative capacity by, or who is or was a consultant to, DBC at the date of the termination of this Contract or at any time during the period of one month immediately preceding the date of termination; or

H10.1.2 attempt, or knowingly assist or procure any other person to do the above.

H11. **LAW AND JURISDICTION**

This Contract shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.



CONSULTANCY SERVICES FOR HR RESOURCE

SPECIFICATION

Background

Darlington Borough Council seeks to share HR Resource with Hartlepool Borough Council and agreement has been reached that the employment of JOANNE MACHERSS shall be shared equally between the two Councils.

JOANNE MACHERSS will remain an employee of Hartlepool Borough Council and subject to the terms of this agreement Darlington Borough Council will pay half of the costs of her employment. This agreement is subject to the Services being provided by JOANNE MACHERSS.

It is intended that the Services will encompass the following:

- 50% work share by JOANNE MACHERS to provide the services described in the job description (below)
- It is anticipated that JOANNE MACHERS assume the job title of ASSISTANT DIRECTOR HUMAN RESOURCES during her time working at Darlington Borough Council and shall be responsible to PAUL WILDSMITH.
- All reasonable assistance from Hartlepool Borough Council in any matters relating to the employment of JOANNE MACHERS to include line management.
- In the event of grievance by JOANNE MACHERS Hartlepool Borough Council will use all best endeavours to resolve such grievance through its own grievance procedures and having regard to relevant information provided by Darlington Borough Council. In the event of grievance against JOANNE MACHERS these will be dealt with by the relevant grievance procedure according to the events described or under Hartlepool's procedure.

Role Remit & Responsibilities:

Purpose of Post

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1. As a member of the Chief Officers Board support the Chief Officers Executive ; set, deliver and monitor the vision, strategic direction and core values of the Council and provide a clear sense of direction, optimism and purpose.
2. To provide direct support and advice to the Director of Resources as responsible Director and the Chief Officers Executive on the strategic HR framework that complements the authority's corporate and departmental service delivery plans and the change and improvement agenda in the public sector.
3. To manage and ensure HR services for the Council, are legally compliant and reflect best practice.
4. To take responsibility for: and be accountable to the Director of Resources for
 - Human Resources Advisory Teams
 - Health & Safety
 - Policy & Strategy
 - Organisational & Workforce Development
5. To performance manage the delivery of HR Transactional services provided by Xentrall
6. Ensure statutory duties within the remit of the post are met.
7. Be the Councils professional advisor on all HR matters
8. Be a member of the Resources Group Senior Management Team and a member of the Councils Chief Officer Board.
9. Such other roles and functions that may be agreed by the parties acting reasonably from time to time.

GENERAL PURPOSES COMMITTEE

25 October 2011



Report of: Chief Solicitor

Subject: ELECTORAL REVIEW OF
HARTLEPOOL BOROUGH COUNCIL
– FINAL RECOMMENDATIONS

1. PURPOSE OF REPORT

- 1.1 To formally report to the Committee the final recommendations of the electoral review conducted by the Local Government Boundary Commission for England.

2. BACKGROUND

- 2.1 The Local Government Boundary Commission for England as constituted through the Local Democracy, Economic Development and Construction Act, 2009, is an independent body directly accountable to Parliament through the Speaker's Committee. The Commission has the responsibility for reviewing local authority electoral arrangements, administrative boundaries and structure. Hartlepool Borough Council was selected for a electoral review as 35% of wards had a variance of over 10%. The Commission also has to have regard to electoral forecasts, being a date five years on from the publication of the Commission's final recommendations. Accordingly, forecasts for the five years from the end of the review indicated an increase in the electorate of approximately 2.8% (ie 69,416 to 71,371). This increase would also entail the average number of electors per Councillor in 2010 being 2,104 and 2,163 by 2016.
- 2.2 Members are reminded of the statutory criteria which the Commission must apply in the conduct of their review, namely;
- Electoral equality – choosing the optimum number of electors per Councillor.
 - Community identity – through recognisable boundaries with the parishes as "building blocks".
 - Effective and convenient local government – how the final recommendations would impact on the public.

- Electoral cycle – with the presumption that the Council that elects by thirds should have a uniform pattern of three Member wards.

2.3 The process of the review identified the following timetable and stages of the review;

Preliminary Period (7th June, 2010 – 19th July, 2010) – presentations by the Commission, collection of electoral data/forecasts by the Council.

Council Size Consultation (20th July, 2010 – 30th August, 2010)

The Commission would receive 80 representations during the Council size consultation and Stage One of the review in looking at the optimum Council size.

Stage One (28th September 2010 – 20th December, 2010)

This stage invited views on the electoral arrangements as to how many Councillors should be in a ward and where the ward boundaries should be.

Stage Two (21st December, 2010 – 28th March, 2011)

This stage allowed the Commission to analyse and deliberate upon the representations received during Stage One.

Stage Three (29th March, 2011 – 19th June, 2011)

Publication of the Commission's draft recommendations wherein the Commission considered *"that a Council size of 33 Members will ensure the Council can discharge its roles and responsibilities effectively and will provide for a ward pattern that best reflects community identities in Hartlepool"*.

Stage Four (20th June, 2011 – 27th September, 2011)

Following consideration of the representations upon the draft recommendations (54 representations being received) the Commission produced their final recommendations.

3. FINAL RECOMMENDATIONS

3.1 In adhering to the statutory criteria in seeking to achieve good levels of electoral quality and to reflect community identities and effective and convenient local government the Commission's final recommendations *"... are that the Council should have 33 Members, representing 11 three Member wards. None of these wards would have an electoral variance greater than 10% by 2016"*.

3.2 Essentially the Commission's draft recommendations have been confirmed, subject to two amendments;

- (i) A minor boundary change to the south of Greatham Parish to include a factory which does not affect any electors and which has only road access to Greatham.
- (ii) The following wards are renamed; East Ward renamed as Seaton Ward; Heritage Ward renamed as Headland and Harbour Ward; Middleton Ward renamed as Burn Valley Ward; South Ward renamed as Fens and Rossmere Ward; Warren Grange Ward renamed as Hart Ward; West Ward as Rural West Ward.

3.3 The changes proposed through the Commission must now be approved by Parliament through a formal Order. Further, it is confirmed that Parliament must either accept or reject these final recommendations. If accepted, then these new electoral arrangements will come into force at the next elections in May, 2012. Details of these final recommendations were communicated to Members of the Borough Council following receipt on 27th September, 2011 and details behind these recommendations including submissions received are also available on the Commission's website at www.lgbce.org.uk. Members have also been informed that on the basis that Parliament must either fully accept or reject the Commission's recommendations, there can be no changes to ie. the names of the proposed wards before the elections in May, 2012. Thereafter, subject to appropriate consultation, and the consent of the Commission (which operates for a period of five years following any review) a ward name could be changed through a formal resolution of Council.

3.4 The final recommendations as tabulated with the Commission document "New Electoral Arrangements for Hartlepool Borough Council (September 2011)" indicates the following;

Ward name	Number of councillors	Electorate (2010)	Number of electors per councillor	Variance from average %	Electorate (2016)	Number of electors per councillor	variance from average %
1 Burn Valley	3	6,322	2,107	0%	6,217	2,072	-4%
2 De Bruce	3	5,786	1,929	-8%	5,880	1,960	-9%
3 Fens & Rossmere	3	7,225	2,408	14%	7,084	2,361	9%
4 Foggy Furze	3	6,479	2,160	3%	6,549	2,183	1%
5 Hart	3	5,980	1,993	-5%	6,241	2,080	-4%
6 Headland & Harbour	3	5,595	1,865	-11%	6,650	2,217	2%
7 Jesmond	3	6,285	2,095	0%	6,242	2,081	-4%
8 Manor House	3	6,962	2,321	10%	6,993	2,331	8%
9 Rural West	3	5,933	1,978	-6%	6,970	2,323	7%
10 Seaton	3	6,661	2,220	6%	6,607	2,202	2%
11 Victoria	3	6,188	2,063	-2%	5,938	1,979	-8%
Totals	33	69,416	-	-	71,371	-	-
Averages	-	-	2,104	-	-	2,163	-

4. SUMMARY

- 4.1 Members will note that the initial draft recommendations from the Commission were “broadly based” on those proposals as submitted through Hartlepool Borough Council. The final recommendations confirm those draft recommendations with two amendments as indicated above. It is also of note, that the submitted data from the Council covering electoral forecasts and other pertinent information, were endorsed by the Commission through this particular electoral review. Members will be duly kept informed as these recommendations proceed through Parliamentary procedure and a further report will be brought to this Committee as well as timely communications to elected Members and through publicity to the Hartlepool community.

5. RECOMMENDATIONS

That the Committee note the final recommendations as submitted through the Local Government Boundary Commission for England following their electoral review of Hartlepool Borough Council.

6. CONTACT OFFICER

Peter Devlin, Chief Solicitor