

**DRAFT JOINT HALTON / WARRINGTON
TRADING STANDARDS PROJECT AGREEMENT**

HEADS OF TERMS

SUBJECT TO CONTRACT

	Parties	(1) Halton Borough Council (2) Warrington Borough Council
1.	Start date	1 November 2008
2.	End date	31 October 2013
3.	Extension	Formal review after the contract has run for 2 years, and every 2 year period thereafter, with a view by mutual agreement to extending the contract period remaining by a further 2 years at each review
4.	Context	<p>The parties are proceeding with the Service for Halton being provided by WBC on the basis of the following:-</p> <p>4.1 that this represents best value and would deliver continuous improvement in the trading standards service having regard to economy, efficiency and effectiveness</p> <p>4.2 that Halton's Vision and key strategic priorities would be furthered through the Trading Standards Service being carried out by WBC</p> <p>4.3 that the initiative will support and promote sustainable communities</p> <p>4.4 that a single integrated Trading Standards Service for the two boroughs will be of optimum size to meet the present and future needs of the Halton and Warrington communities</p> <p>4.5 that these arrangement will result in a service that is "fit for purpose" and that will have a greater beneficial impact on the sustainability of our communities, than would a stand-alone Halton service.</p> <p>4.5 bearing in mind that this arrangement will result in Halton having no capability to undertake any new trading standards functions that such functions would be undertaken by the WBC integrated service.</p>
5.	Service	<p>The Service to be provided by WBC:-</p> <p>5.1 a comprehensive Trading Standards Service delivering all of the duties (statutory and discretionary) undertaken by the Halton Trading Standards Service .</p>

		<p>5.2 Change Control – new mandatory/discretionary Trading Standards functions may be added to the Service and/or removed and this process shall be accomplished through the annual service plan process with the parties proceeding on the basis that new functions of a trading standards nature added by Parliament to Halton’s duties shall be undertaken by WBC (note that statutory functions could only be removed statutorily or if they are removed with a view to them being delivered through an in-house Halton Service).</p> <p>5.3 The Service will be for the period from start date to 31 March 2010 be as described in the attached Service Plan (31 March 2010).</p> <p>5.4 The Service including levels and performance are to be covered after 31 March 2010 each year in an annual Service Plan that will be prepared in draft by WBC and submitted to a nominated HBC Policy and Performance Board in January each year for member feedback.</p> <p>5.5 The annual Service Plan shall be determined by WBC in final form but in reaching its decision WBC will have regard to Quality of Service and will be such that it will support and not detract from the Excellent (four star) CPA ratings presently enjoyed by both Halton and Warrington Councils.</p> <p>5.6 Power to terminate contract before end of contractual term if persistent unsatisfactory Service Plan. Specify period of notice for termination – 12 months.</p> <p>5.7 HBC continue to provide all legal services in connection with the Service in so far as it relates to Halton matters including advice and court work.</p> <p>5.8 Decisions on whether or not to prosecute in Halton cases will rest with HBC.</p> <p>5.9 The service shall be integrated into the WBC Trading Standards Service.</p>
6.	Money	<p>6.1 Initial contract cost of £405,000 per annum for the period from start date to 31 March 2009</p> <p>6.2 Formula to adjust cost for subsequent years for inflationary increases by reference to the Consumer Price Index.</p> <p>6.3 New service to draw down specific government grants ring-fenced by government for specified TS duties</p> <p>6.4 Setting of fees and charges and shall be delegated to WBC</p> <p>6.5 Proceeds of crime incentivisation money or other funding generated by the service or allocated by central government or any other funder to or by reference to trading standards shall be ring-fenced to Warrington’s trading standards budget and</p>

		<p>reinvested in the trading standards service.</p> <p>6.6 Overall budget for the new integrated service for the year ahead to be supplied to the Halton contract manager in April of each year</p> <p>6.7 Requirement on WBC that the new integrated service submits to central government and makes available to Halton fully completed CIPFA forms and other financial returns annually.</p>
7.	Governance arrangements for Halton members	<p>A draft annual Service Plan to be submitted by WBC to a nominated Halton P&P Board in January each year to include, inter alia:</p> <ul style="list-style-type: none"> • the Organisation Structure • The number of FTE staff in the team (both establishment and in post) on 1 April for both the year to which the Plan relates and the preceding year • Service levels • Objectives and Milestones (these show the major events in the work of the Service that are planned to take place in the new financial year, such as the launch of new initiatives, production of key plans and strategies, and progress on major projects) • Performance Indicators and Targets (these show performance on indicators that are prescribed by Central Government as part of their drive to ensure that Councils deliver best value in serving their local communities and local non statutory indicators that will be monitored and reported upon by the team) • Performance monitoring arrangements (the day-to-day / monthly / quarterly quality assurance processes that the Service will have in place to ensure that Objectives and Milestones and Performance Indicators and Targets are delivered) <p>WBC to have due regard to Halton feedback in relation to any elements of the draft annual Service Plan and to amend the draft plan accordingly.</p> <p>The final version of the annual Service Plan to be submitted to the Executive Board Sub Committee in April each year.</p> <p>By agreement between the Halton Contract Manager and the WBC Trading Standards Manager, a selection of Objectives and Milestones and Performance Indicators and targets are identified for quarterly reporting to the nominated Policy and Performance Board.</p> <p>An annual out-turn report addressing performance against the previous year's annual Service Plan to be presented to the nominated Policy and Performance Board in June each year.</p>
8.	Obligations on WBC to furnish	<p>WBC shall supply HBC with statistical data for National Indicators, CPA indicators</p>

	Halton with certain information	Information for investigations by bodies such as the Ombudsman, the Information Commissioner, the Office of the Surveillance Commissioner etc.
9.	Obligations on WBC to furnish Halton with officers	<p>WBC officers shall attend HBC meetings (formal and informal) on request by the Halton contract manager to make presentations / answer questions as appropriate on not more than two occasions in every twelve months. HBC shall at all times be entitled to request attendance by WBC officers.</p> <p>All complaints received by WBC in relation to Halton aspects of the Service shall be</p> <p>(a) notified to the HBC Contract Manager.</p> <p>(b) processed under the WBC complaints procedure.</p> <p>(c) taken as far as operational director decision under the WBC complaints procedure.</p> <p>(d) if the complainant remains dissatisfied then the matter shall be referred to HBC and the matter be conducted under the Halton Corporate Complaints procedure initially at Director level to the extent that it is eligible to be dealt with under that procedure.</p> <p>(e) HBC may request attendance of WBC officers in resolving/determining complaints.</p>
10.	Additional resources	The use of additional trading standards resources becoming available to HBC shall be addressed through the annual Service Plan process
11.	Workforce controls and protections - relationship with JE	Counsel's opinion was sought jointly by both authorities' Legal Services on a number of matters. So far as the staff's terms and conditions are concerned the advice received is that neither Warrington's Job Evaluation exercise (now due for implementation in the New Year) nor the planned restructure that will see the two teams become one, should result in any of the transferring officers being put on less favourable terms and conditions. This had obviously been a cause for concern. In terms of additional staff protections therefore, the contract will simply address the question of excess home to work mileage, for which existing protocols will be used.
12.	Special contractual protection for transferred staff - if any	At the termination of the contract Halton Borough Council shall take back a group of staff being no more than two fifths of the Trading Standards professionals in permanent employment at that time, or meet the costs directly associated with the termination of that employment. This group of staff shall, so far as is practicably possible, include a range of levels of staff and a range of Trading Standards expertise. Further, staff's own preferences

		shall be considered in identifying this group, as well as their previous service with either Halton or Warrington prior to the commencement of this Contract.
13.	Special provisions for Customer Services (Halton Direct Link)	Halton Direct Link (Contact Centre and One-Stop-Shops) will provide an equivalent service, as appropriate, for the joint Warrington and Halton Trading Standards Service as it presently provides for the Halton Consumer Protection Service. The costs for this support will be met by way of an internal recharge to the remaining Halton Consumer Protection cost centre and will not impact upon the Contract cost
14.	Badging	The name of the new integrated Service incorporating the word Halton shall be displayed on all communications, reports and at events and at public reception areas in accordance with the Halton Corporate Communications standard
15.	Investigations	Parties to cooperate fully in connection with Ombudsman and other investigations
16.	Termination	Powers for each party to terminate agreement on 12 month's notice in response to breach subject to earlier 6 month's notice by HBC notifying WBC of breach and permitting opportunity for remedial action by WBC.
17.	Information exchange	On termination or expiry of contract all data relevant to Halton's interest in service to be transferred to HBC.
18.	Dispute resolution	ADR standard
19.	TUPE	Standard TUPE clauses including two tier workforce
20.	Halton's contract manager and single point of contact for all contractual matters	Divisional Manager, Planning and Commissioning, Health & Partnerships Department
21.	WBC's single point of contact for all contractual matters	Trading Standards Manager
22.	Standard legal clauses	Definitions, compliance with law, confidentiality, waiver, propriety, set-off.

'''.

Rob Barnett
Group Solicitor (Policy and Regeneration)
Halton Borough Council
12 September 2008