

Appendix 2

Proposed amendments, additions and deletions to Worcestershire Shared Services Partnership Agreement 2010 to create new Worcestershire Shared Services Partnership Agreement 2016

Item	Reference	Proposed amendments, additions and deletions
	Part I - Between:	Delete (1) Worcestershire County Council and re-number
	Part I recitation (vi)	Amend to include 'sustaining regulatory capacity and expertise by providing services to other public bodies'
	Part I - 1.1	Delete definition of Management Board, update definition of TUPE. Insert definition of 'Service Level Agreement'
	Part I - 2	Insert that the Joint Committee will be known as the Worcestershire Regulatory Services Board
	Part I - 3.4	Previously deleted
	Part I - 4.8	Amend to 'will' from 'shall be entitled to' in line 1 and delete 'at least one of the members attending on behalf of that Member Authority'
	Part I - 4.11	Insert 'Each Member Authority shall designate a senior officer to represent it at meetings of the Worcestershire Regulatory Services Board. For the avoidance of doubt such senior will not be members of the Joint Committee and shall have no voting rights.'
	Part I - 6.1.3	Previously deleted
	Part I - 8.1	Previously amended
	Part I - 9.1	Insert 'income targets' on line 3 after 'financial objectives'
	Part I - 9.2	Previously amended
	Part I - 10	Amend to 'Contracts and Service Level Agreements'
	Part I - 10.1	Insert 'and Service Level Agreements' after both references to 'contracts' on line 1 and on line 4; Insert ' and the supply of services to other public bodies' after 'services' on line 2; Delete ' or Shared Services Management Board'
	Part I - 10	Insert new sub-clause specifying that Service Level Agreements entered into with other public bodies must be in accordance with the Shared Service Business Plan and be on such terms as may from time to time be specified by the participating Authorities. Insert new sub-clause limiting use of the Worcestershire Regulatory Services name and brand to Participating Authorities and services delivered on their behalf or with their authority only.
	Part I - 15.2.2	Insert 'or Service Level Agreement' after 'contract' in line 1.
	Part I - 11	Insert clause clarifying that where employees are employed on work undertaken for non-participating authorities under Service Level Agreements that TUPE will apply in circumstances where such work is

		<p>transferred upon expiry or termination of such Service Level Agreements.</p> <p>Insert clause clarifying that where employees are employed on work undertaken for non-participating authorities under Service Level Agreements that all redundancy and termination costs arising from the cessation of such work other than by TUPE transfer must be borne by the non-participating authorities concerned.</p>
	Part I - 15	<p>Modify clauses to clarify that where work is undertaken for non-participating authorities and other public bodies under Service Level Agreements, that the Participating Authorities shall be required to indemnify the Host Authority against all actions claims demands expenses and costs arising out of or in connection of the provision of the relevant services under the said Service Level Agreement</p>
	Part I - 18	<p>Amend to 'Duration and Termination'</p> <p>Insert new sub clause requiring a Participating Authority to withdraw its participation from one or more shared services in circumstances where it is no longer able to maintain a similar policy service and financial position to other Participating Authorities</p> <p>Insert new sub clause permitting a withdrawing Participating Authority to enter into a Service Level Agreement for continued delivery of services on terms to be agreed by all the Participating Authorities without invoking the provisions of Schedule 2. Amend 18.2 accordingly.</p> <p>Amend 18.1.2.1 to '31st March 2018' corresponding to earliest termination date in original agreement</p>
	Part I – Schedule 1 (iv)	<p>Insert additional bullet point 'Gaining external business and income generation'</p>
	Part I – Schedule 1 - 2.4	<p>Amend 'seven' to 'six'</p>
	Part I – Schedule 1 - 6	<p>Insert 'the senior officer nominated in accordance with 4.11 will attend every meeting of the WRS Board.'</p>
	Part I – Schedule 1 – 9.5.2	<p>Delete and replace with 'Decisions on all matters relating to the functions delegated under any subsequent Part of this agreement shall be by a simple majority of those present and entitled to vote thereon'.</p>
	Part II – 1.1	<p>Delete 'Worcestershire County Council' and renumber</p>
	Part II – 4, Schedule 1, Schedule 3 and Appendix 1 (Statement of partner requirements)	<p>Delete references to Worcestershire County Council and Trading Standards Services. Delegations to be contained within future Service Level Agreement</p>
	Part II - 5	<p>Delete entire clause</p>
	Part II - 8	<p>Previously amended</p>
	Part II – 10	<p>Insert clause clarifying that where employees are employed on work undertaken for non-participating authorities under Service Level Agreements that all pensions costs in respect of such work shall be borne</p>

		by the non-participating authority concerned.
	Part II – Schedule 4	<p>Amend to incorporate 'fee earner' calculation model and that this is the basis of charging for work undertaken for non-participating authorities and public bodies.</p> <p>Insert clause that Worcestershire County and any future withdrawing Participating Authorities will receive services 'at cost' based on 'fee earner' rates without plusage</p> <p>Insert clause delegating determination of plusage applied to 'fee earner' rates in respect of work undertaken for external organisations to Head of Shared Service</p> <p>Insert clause clarifying intention to move to future cost sharing between Participating Authorities based on application of 'fee earner' rates to rolling three year average recorded activity levels and that current cost sharing arrangements will remain in place until three full years activity data becomes available.</p> <p>Insert clause providing for WRS and Host Authority to collect fee income on behalf of partners and external customers and for this to be off-set against contributions to the costs of the Joint Committee and WRS</p>
	Various	Other consequential additions, deletions or amendments as may be found necessary whilst drafting