

Decision under Delegated Powers

JOINT-WORKING AGREEMENT RELATING TO THE PROCUREMENT AND MANAGEMENT OF HOMELESS SUPPORT SERVICES REGARDING THE HOMELESSNESS PREVENTION TRAILBLAZER PROGRAMME

Officer Requesting Decision

Katie Moore, Housing Needs Manager

Officer Making the Decision

Alison Simmons – Head of Strategic and Private Sector Housing

Recommendation

To approve the joint working arrangements and to sign the agreement relating to the procurement and management of the Homeless Support Services to deliver the Homelessness Prevention Trailblazer Programme across Leicester City, Leicestershire and Rutland County.


Reasons

To enable the partners to work together to procure and manage the provision of a Homeless Prevention App and a Homeless Prevention Coaching Service within the administrative areas of Leicester City, Leicestershire and Rutland County.

Authority for Decision

Section 8.1 of the Council's Constitution gives delegated authority to Heads of Service to take such action as may in his or her opinion be necessary or appropriate in connection with all operational management matters for those functions and service areas for which he or she has responsibility.

Decision and Date


Alison Simmons
Head of Strategic
and Private Sector
Housing
Background
11/11/2017

The purpose of the Project is to work together to procure homeless support services for a Homeless Prevention App/Website Support and a Homeless Prevention Coaching Service across the administrative areas of the Councils and, provided a suitable bidder is identified through the procurement exercise, to award to that bidder the Service Contracts for the provision of the Services and to manage provision of the Services.

The Services are to be procured in line with the objectives of the DCLG's Homelessness Prevention Trailblazer Programme, and the bid application form jointly submitted by the Lead Authority and partners.

Financial Implications

Funding of the Annual Support and Licencing Services Contract Year 1 and 2:

The annual contributions to the Mobile App and Website Support and Licencing costs are set out in Table 1 below, in accordance with clause 10.2 in the Agreement attached:

Table 1

Organisation	Percentage Apportionment %	Financial Contribution 2017-2018	Financial Contribution 2018-2019
Charnwood	16.32%	£1,142.40	£1,142.40

Charnwood Borough Council has been allocated £28,789 New Burdens Funding in Relation to the new duties outlined in the Homelessness Reduction Act for 2017/18. The trailblazer programme has been designed specifically to support the prevention of homelessness, which is one of the main duties introduced under the Homelessness Reduction Act.

Risk Management

There are no risks associated with this decision

Key Decision: No

Background Papers: Non-Disclosure Agreement

DATE

2017

LEICESTER CITY COUNCIL (1)

RUTLAND COUNTY COUNCIL (2)

BLABY DISTRICT COUNCIL (3)

CHARNWOOD BOROUGH COUNCIL (4)

HARBOROUGH DISTRICT COUNCIL (5)

HINCKLEY & BOSWORTH BOROUGH COUNCIL (6)

MELTON BOROUGH COUNCIL (7)

NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL (8)

OADBY AND WIGSTON BOROUGH COUNCIL (9)

**JOINT-WORKING AGREEMENT
RELATING TO THE PROCUREMENT AND MANAGEMENT OF
HOMELESS SUPPORT SERVICES REGARDING THE HOMELESSNESS PREVENTION
TRAILBLAZER PROGRAMME**

Contents

1	DEFINITIONS	7
2	THE BASIS OF JOINT WORKING	9
3	JOINT WORKING	Error! Bookmark not defined.
4	THE JOINT MANAGEMENT GROUP	9
5	THE SERVICE CONTRACT	10
6	PROBLEM SOLVING AND DISPUTE AVOIDANCE OR RESOLUTION	11
7	TERM/EXTENSION	11
8	PROPERTY PROVISIONS	12
9	VARIATION	12
10	FUNDING OF THE SERVICE	12
11	WITHDRAWEL	Error! Bookmark not defined.
12	NOT USED	Error! Bookmark not defined.
13	STATUS	12
14	INTELLECTUAL PROPERTY	12
15	NOTICES	13
16	DATA PROTECTION AND FREEDOM OF INFORMATION	14
17	INFORMATION AND CONFIDENTIALITY	15
18	VAT	16
19	FORCE MAJEURE	17
20	SEVERANCE	17
21	NOT USED	Error! Bookmark not defined.
22	SUCCESSORS AND ASSIGNS	18
23	NOT USED	18
24	NOT USED	18
25	TERMINATION AND CONSEQUENCES	18
26	LIABILITY AND INDEMNITIES	18
27	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	20
28	ENTIRE AGREEMENT	20
29	CONTINUING OBLIGATIONS	20
30	MITIGATION	20
31	VARIATION	20
32	GOVERNING LAW AND JURISDICTION	20

Appendices Attached to this Agreement

Appendix 1 – The Project

Appendix 2 - Joint Management Group Terms of Reference

Appendix 3 – Responsibilities of the Parties

Appendix 4 – Financial and Resources

Appendix 5 – Service Contracts

JOINT WORKING AGREEMENT

THIS AGREEMENT is dated the _____ day of _____ 2017

PARTIES

- (1) **LEICESTER CITY COUNCIL** of City Hall, 115 Charles Street, Leicester, LE1 1FZ (“the Lead Authority”) including its successors and assigns
- (2) **RUTLAND COUNTY COUNCIL** of Catmose Street, Oakham LE15 6HP including its successors and assigns
- (3) **BLABY DISTRICT COUNCIL** of Council Offices, Desford Road, Narborough, Leicester LE19 2EP including its successors and assigns
- (4) **CHARNWOOD BOROUGH COUNCIL** of Council Offices, Southfield Road, Loughborough, LE11 2TX including its successors and assigns
- (5) **HARBOROUGH DISTRICT COUNCIL** of The Symington Building, Adam And Eve Street, Market Harborough LE16 7AG] including its successors and assigns
- (6) **HINCKLEY & BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Road, Hinckley, Leics LE10 0FR including its successors and assigns
- (7) **MELTON BOROUGH COUNCIL** of Parkside, Station Approach, Burton Street, Melton Mowbray, Leics, LE13 1GH including its successors and assigns
- (8) **NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL** of Council Offices , Coalville, Leicestershire, LE67 3FJ including its successors and assigns
- (9) **OADBY AND WIGSTON BOROUGH COUNCIL** of 40 Bell Street, Wigston, Leicestershire, LE18 1AD including its successors and assigns

each a “Party” and together referred to as “the Parties”.

WHEREAS:

- (A) *The Parties wish to work together to procure and manage the provision of a homeless prevention app and a homeless prevention coaching service within the administrative areas of Leicester City, Leicestershire and Rutland County.*
- (B) *The Parties wish the Lead Authority to lead the procurement in conjunction with the other Parties in accordance with all relevant Laws*
- (C) *The Parties will work together in good faith to comply with the terms and conditions of this Agreement and where applicable agree any joint working principles or procedures to facilitate the provisions of this Agreement.*
- (D) *This Agreement is established for the purpose of providing value through the sharing of resources to deliver better outcomes and value for the residents of Leicester City, Leicestershire and Rutland. Nothing in this Agreement shall be construed as creating a legal partnership within the meaning of the Partnership Act 1890 or otherwise between the Parties.*

1 DEFINITIONS

In this Agreement the following rules of interpretation shall apply:

Agreement: means this agreement including its Appendices;

Appropriate Approval: means approval obtained at a meeting of the JMG that has been properly convened and is quorate in accordance with the JMG Terms of Reference and Appropriately Approved shall be construed accordingly;

Authorised Duties: means the Lead Authority's authorised duties set out in Appendix 3 as the same may be varied from time to time by the JMG;

Commencement Date: means the date stated at the beginning of this Agreement;

Contract Manager: means the person appointed by the Lead Authority identified as the first point of contact for matters relating to the day-to-day operation of this Agreement and the Service Contracts;

Contracting Authority: has the meaning given to it in the Public Contracts Regulations 2015 as they may be amended or superseded from time to time;

Data: means all data generated, held, utilised or accessed by the Parties for use in the joint working of the Project;

Exempt Information: has the same meaning as 'exempt information' in the Freedom of Information Act 2000 and the Environmental Information Regulations 2004;

Extension Period: means the extended period or periods by which the Service Contract for the Homelessness Prevention App is to be extended which shall not exceed 24 months in total;

Extension Period: means the extended period or periods by which the Service Contract for the Homelessness Prevention Coaching Service is to be extended which shall not exceed 12 months in total;

Initial Period for the Homelessness Prevention App: means a period of two years from the commencement date stated in the Service Contract for the Homelessness Prevention App;

Initial Period for the Homelessness Prevention Coaching Service: means a period of one year from the commencement date stated in the Service Contract for the Homelessness Prevention Coaching Service;

Joint Management Group or JMG (also known and referred to as the Steering Group): means the group responsible for oversight and management of the Project, the terms of reference of which are set out in, Appendix 2;

JMG Chairperson: means the chairperson appointed by the Lead Authority;

JMG Terms of Reference: means the terms of reference set out in Appendix 2 as may be varied from time to time;

Losses: means any and all direct claims, fees, costs, expenses (including without limitation legal costs on a solicitor and own client basis), loss, damages, demands and liabilities;

Personal Data has the meaning given to it in the Data Protection Act 1998 as may be amended, superseded, re-enacted or otherwise from time to time;

Project: means the procuring and management of the provision of the homeless support Services within the administrative areas of Leicesters City, Leicestershire and Rutland as is more specifically set out in Appendix 1 to this Agreement;

Representative: has the meaning given to it in Appendix 2 of this Agreement;

Services: *means the Homelessness Prevention App and the Homelessness Prevention Coaching Service as more particularly described in the specifications;*

Service Contract: means a contract for services to be executed between the Service Provider and the Lead Authority for the provision of the Services in the event that the procurement process is successful in identifying a potential Service Provider;

Service Provider: means the service provider appointed or to be appointed through the procurement process to provide the Services;

Staff: means the staff employed or otherwise engaged by either Party in connection with this Agreement;

Term: has the meaning given to it in Clause 7;

Working Days: means a calendar day but excluding Saturdays, Sundays and bank holidays.

2 THE BASIS OF JOINT WORKING

2.1 The Parties declare that:

- 2.1.1 they are each a Contracting Authority;
- 2.1.2 the procurement process and on-going management of the Project shall be managed in accordance with the provisions of this Agreement

3 JOINT WORKING

3.1 The Parties agree to adopt the following Joint Working Principles for the purpose of the Project:

- 3.1.1 be open: communicate with each other openly and act in a timely manner about major concerns, issues or opportunities relating to the Project, recognising any time-critical nature of the Project and respond accordingly to requests for support;
- 3.1.2 adhere to the roles and responsibilities set out in Appendix 3 to ensure that activities are delivered and actions taken as required;
- 3.1.3 learn, develop and seek to achieve full potential, share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- 3.1.4 adopt a positive outlook, behave in a positive, proactive manner;
- 3.1.5 adhere to statutory requirements, best practice and comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation;
- 3.1.6 deploy appropriate resources: ensure sufficient and appropriately qualified resources are available and appropriate authorisations are in place to act in relation to the Project;
- 3.1.7 act in good faith to support achievement of key objectives and to support each other in compliance with this Clause 3;
- 3.1.8 ensure trust fairness and dedication to common goals and an understanding of each other's expectations and values;
- 3.1.9 ensure clarity in the communication of and sharing information;
- 3.1.10 share experience and information to derive benefit for the Project;
- 3.1.11 ensure careful accountability and monitoring of the Project; and
- 3.1.12 ensure that the Project is operated effectively giving value for money to the Parties.

4 THE JOINT MANAGEMENT GROUP

- 4.1 *The Parties shall on or about the Commencement Date establish the JMG and shall, throughout the Term, use their respective reasonable endeavours to procure that the JMG is constituted and operated as provided for in this Agreement.*

- 4.2 *The constitution, membership and terms of reference of the JMG shall be as set out in Appendix 2.*

5 THE SERVICE CONTRACT

- 5.1 *The Lead Authority will keep the other Parties informed at regular intervals as to the progress of the procurement through the JMG and otherwise as reasonably requested by the other Parties.*
- 5.2 *In the event that a suitable Service Provider is identified as a result of the procurement process, the Lead Authority will award the tender to the Service Provider. The Lead Authority will then enter into the Service Contracts with the Service Provider as soon as reasonably practicable after the completion of the procurement process.*
- 5.3 *The Service Contract:*
- 5.3.1 *will be in substantially the same terms as the draft Service Contract (Appendix 5 to this Agreement); and*
 - 5.3.2 *will specify the key objectives and outcomes to be achieved under provision of the Services; and*
 - 5.3.3 *will be duly executed by the Service Provider and the Lead Authority before the Service Provider commences provision of the Services.*
- 5.4 *The Lead Authority will not agree with the Service Provider any amendments to the Service Contracts without the express prior approval of the other Parties. Save that a Party including the Lead Authority can make changes to Services that fall within their own remit and which do not impact on other Parties or the Partnership's Services subject to the prior approval of the Lead Authority. If as a result of such amendment there is an additional cost to be paid to the Service Provider to implement the amendment such cost will be borne directly by the amending Party outside of any grant funding under this Agreement.*
- 5.5 *Where any of the Parties makes a decision without referring it to the JMG or fails to comply with a decision made by the JMG in relation to the Project and which adversely affects the provisions of this Agreement or the Project or the Service Contracts the Party making that decision shall bear all financial liability of that decision made and hold the other Parties harmless against (i) any costs/expenses incurred and (ii) claims brought by third parties. The party making the adverse unilateral decision will also refund to the other party all its costs/expenses (including legal costs) incurred from the start date of the Project to the time the adverse unilateral decision is made.*

6 PROBLEM SOLVING AND DISPUTE AVOIDANCE OR RESOLUTION

- 6.1 *If any Party has any issues, concerns or disputes about any matter in relation to this Agreement, that Party shall notify the Contract Manager promptly in writing and the Parties shall meet and seek to resolve the issues, concerns or disputes by a process of consultation.*
- 6.2 *If the Parties have not resolved the issues, concerns or disputes within fifteen (15) Working Days then the JMG shall meet as soon as practicable and shall use all reasonable endeavours to achieve an agreed solution to the notified issues, concerns or disputes which shall include escalating the issues to the Parties' Chief Executives or their nominated deputies.*
- 6.3 *If any issue, concern or dispute is not resolved in accordance with clause 6.2 within ten (10) Working Days, then any Party to the issue, concern or dispute may refer it to a single arbitrator to be agreed between the Parties, and failing agreement, such reference shall be to an arbitrator appointed by the President for the time being of The Chartered Institute of Arbitrators. The decision of such arbitrator shall be final and binding upon the Parties.*
- 6.4 *Any reference under Clause 6.3 shall be deemed to be a reference to arbitration within the meaning of the Arbitration Act 1996. For the avoidance of doubt each party involved in the arbitration shall bear its own costs in relation to this Cause 6.3.*

7 TERM/EXTENSION

- 7.1 *This Agreement shall be deemed to commence on the Commencement Date and shall continue in force until the expiry of the Initial Period for the homelessness prevention app and the Initial Period for the homelessness prevention coaching service unless otherwise extended or terminated in accordance with the terms of this Agreement in which case the date of expiry shall be the last date of the Extension Period or the date of termination (whichever is applicable).*
- 7.2 *This Agreement may be extended in the event the Service Contract is extended in accordance with clause 7.3 below.*
- 7.3 *At least 3 months prior to the expiry of the Initial Period the Lead Authority shall consult with all Parties as to whether to extend the Service Contract at the end of the Initial Period setting out the proposed length of the Extension Period and required contributions, and the Parties shall each confirm their agreement or otherwise to extend the Service Contract, to the Lead Authority within two (2) months from the date of the Lead Authority consultation.*
- 7.4 *In the event the Service Contract is extended in accordance with clause 7.3 above this Agreement shall be extended by the Extension Period agreed under clause 7.3.*
- 7.5 *Where the Extension Period relates to the Homelessness Prevention App the Parties shall agree to such extension by unanimous decision.*
- 7.6 *In the event that the Parties cannot agree by unanimous decision in Clause 7.5 above, the Parties that voted in favour of an Extension Period may in the absence of the Parties that voted against the Extension Period, extend the Service Contract and the contributions set out in Table 1 Appendix 4 for the Service Contract will be recalculated and apportioned between the remaining Parties that voted in favour.*

8 PROPERTY PROVISIONS

- 8.1 JMG meetings will be held at office premises agreed between the Parties.

9 VARIATION

- 9.1 This Agreement may only be varied by written agreement between the Parties.

10 FUNDING OF THE SERVICES

- 10.1 The Parties submitted a successful joint bid for grant funding to the Department for Communities and Local Government and the funding will be transferred to the Lead Authority.
- 10.2 For the avoidance of doubt each Parties contributions for the annual support and licence relating to the Homelessness Prevention App shall be borne solely by each Party independent of the grant funding received under this Agreement and each Parties percentage apportionment are set out in Appendix 4 (Finances and Resources) –Table 1.
- 10.3 Should the Service Contract and this Agreement be extended in accordance with clause 7.3 and clause 7.4 of this Agreement, the percentage apportionments for the extended period shall be those percentage apportionments as agreed between the Parties under clause 7.3 of this Agreement.

11. WITHDRAWAL

- 11.1 If any Party withdraws from this Agreement during the Term of the Agreement it must provide not less than 3 months' written notice to the other Parties.
- 11.2 The withdrawing Party shall be liable and indemnify the Lead Authority if as a result of the withdrawal from this Agreement it adversely affects the Service Contracts.

12. NOT USED

13 STATUS

- 13.1 Other than to give effect to the Authorised Duties, nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture among the Parties, constitute any party as the agent of the other Parties, nor authorise any of the Parties to make or enter into any commitments for or on behalf of the other Parties.

14 INTELLECTUAL PROPERTY

- 14.1 Any Intellectual Property Rights created in the furtherance of the Project shall vest in the Parties jointly. This shall include but is not limited to processes, procedures, methodology and manuals.
- 14.2 For the avoidance of doubt, any Intellectual Property Rights in reports and documents produced for a Party as a result of the delivery of the Project shall vest in the Party which requested the report or document to be produced.
- 14.3 Nothing in this Clause 14 shall operate to prevent or make difficult the sharing of good practice between the Parties. Each Party grants to the other a non-exclusive, royalty free, perpetual licence to use its Intellectual Property Rights (including its rights in any

jointly owned Intellectual Property Rights referred to in Clauses 14.1) to the extent necessary to perform its obligations under this Agreement or any Services Contracts.

15. NOTICES

- 15.1 Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to, or sent by pre-paid first class post to the recipient at the address stated below (or such other address as may be notified in writing from time to time) or sent by facsimile transmission to the recipient or by e-mail to:

15.1.1 For the Lead Authority:

Justin Haywood, Business Change Manager, Ian Marlow Centre, 57 Blackbird Road, Leicester, LE4 0AR, Justin.haywood@leicester.gov.uk.

For RCC:

Alison Morgan, Housing Options, Catmose Street, Oakham LE15 6HP, amorgan@rutland.gov.uk.

For BDC:

Ian Jones, Housing Services Manager, Council Offices, Desford Road, Narborough, Leicester LE19 2EP, ian.jones@blaby.gov.uk.

For CBC:

Alison Simmons, Head of Strategic and Private Sector Housing, Council Offices, Southfield Road, Loughborough, LE11 2TX, alison.simmons@charnwood.gov.uk.

For HDC:

Ann Ball, Housing Services Manager, The Symington Building, Adam And Eve Street, Market Harborough LE16 7AG, a.ball@harborough.gov.uk.

For H&BBC:

Jo Wykes, Housing Options Manager, Hinckley Hub, Rugby Road, Hinckley, Leics LE10 0FR, jo.wykes@hinckley-bosworth.gov.uk.

For MBC:

Janette White, Team Leader Housing Options, Parkside, Station Approach, Burton Street, Melton Mowbray, Leics, LE13 1GH, jwhite@melton.gov.uk.

For NWLDC:

David Scruton, Strategic Housing Team Manager, Council Offices, Coalville, Leicestershire, LE67 3FJ, david.scruton@nwleicestershire.gov.uk.

For O&WBC:

Steve Nash, Housing Services Manager, Council Offices, Station Road, Wigston, LE18 2DR, steve.nash@oadby-wigston.gov.uk.

- 15.2 Any such demand, notice or communication shall be deemed to have been duly served:

- 15.2.1 if delivered by hand, when left at the proper address for service;
- 15.2.2 if given or sent by pre-paid first class post, two (2) business days after being posted; or
- 15.2.3 [NOT USED]
- 15.2.4 if sent by e-mail, at the time that the email enters the information system of the intended recipient providing that no error message indicating failure to deliver has been received by the sender and evidence showing the date and time of being sent can be made available and provided further that within twenty four hours of transmission a hardcopy of the email signed by or on behalf of the person giving it is sent by pre-paid first class post, recorded delivery or registered delivery to the intended recipient.
provided in each case that if the time of such deemed service is either after 4.00 pm on a business day or on a day other than a business day service shall be deemed to occur instead at 10.00 am on the next following business day.

16 DATA PROTECTION AND FREEDOM OF INFORMATION

Data Protection

- 16.1 The Parties shall at all times comply with the Data Protection Act 1998 ("DPA") as may be amended, re-enacted or otherwise from time to time.
- 16.2 The Lead Authority shall only undertake processing of Personal Data reasonably required in connection with the operation of this Agreement or the Service Contracts.
- 16.3 The Lead Authority shall not disclose Personal Data to any third Parties other than:
 - 16.3.1 in response to a data subject access request;
 - 16.3.2 to employees and contractors to whom such disclosure is necessary in order for the Lead Authority to comply with its obligations under this Agreement; or
 - 16.3.4 to the extent required to comply with a legal/ regulatory or governmental requirement.

Freedom of Information

- 16.4 *The Parties are public authorities as defined within the Freedom of Information Act 2000 "FOIA" and therefore recognise that information relating to this Agreement may be the subject of a request for information.*
- 16.5 *Each Party shall assist the other Party in complying with their obligations under the FOIA and/or the Environmental Information Regulations 2004 ("EIR") including but not limited to assistance without charge in gathering information to respond to a request for information.*
- 16.6 *Each Party shall be entitled to disclose any information relating to this Agreement and the Project in response to a request for information, save that in respect of any request for information which is in whole or part a request for Exempt Information:*
- 16.6.1 *the Party which receives the request for information (the "Receiving Party") shall use its reasonable endeavours to consult with the other Parties to decide whether to disclose information pursuant to the FOIA or EIR but it shall not be obliged to do so where to do so would put it in breach thereof; and*
- 16.6.2 *the Receiving Party shall not disclose any Exempt Information beyond the disclosure required by the FOIA or EIR without the consent of the Party to which it relates.*
- 16.7 *The Parties acknowledge and agree that any decision made by a Party which receives a request for information as to whether to disclose information relating to this Agreement pursuant to the FOIA or EIR is solely the decision of that Party.*
- 16.8 *A Party will not be liable to any Party to this Agreement for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to a request for information*

17 INFORMATION AND CONFIDENTIALITY

- 17.1 *The Parties shall keep confidential all matters relating to this Agreement unless it is already in the public domain or the Parties agree that it may be disclosed and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matter relating to this Agreement.*

17.2 *Clause 17.1 shall not apply to:*

- 17.2.1 Any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under this Agreement;
 - 17.2.2 Any matter which a Party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;
 - 17.2.3 Any disclosure to enable a dispute to be resolved under Clause 6;
 - 17.2.4 Any disclosure which is required by any law including any requirement under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 (as may be amended, substituted, re-enacted or otherwise from time to time), any order of a court of competent jurisdiction, any Parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law;
 - 17.2.5 Any disclosure of information which is already lawfully in the possession of the receiving Party prior to its disclosure by the disclosing Party;
 - 17.2.6 Any disclosure by a Party to this Agreement to a department, office or agency of the Government;
 - 17.2.7 Any disclosure for the purpose of the examination and certification of the accounts of a signatory to this Agreement.
- 17.3 *Where disclosure is permitted under clauses 17.2.6 and 17.2.7, the recipient of the information shall be subject to the same obligation of confidentiality as that contained in this Agreement.*
- 17.4 *No Party shall use any information received from another Party in connection with the Project within its own organisation except to the extent necessary for the implementation of the Project save with the consent of the other Party, such consent not to be unreasonably withheld.*
- 17.5 *Subject to Clauses 17.3 and 17.4 no Party shall make any public statement or issue any press release or publish any other public document relating to, connected with or arising out of this Agreement or the Project or the Service Contract the matters contained therein without obtaining an Appropriate Approval as to the contents thereof and the manner of its presentation and publication.*

18 **Review Process and Variations to Service Contracts**

- 18.1 *The Lead Authority where appropriate shall develop, update and amend (as appropriate) the process for reviewing the Provider's performance on a regular basis.*
- 18.2 *The Lead Authority will consult with the other Parties as relevant, prior to implementing any variations to the respective Service Contracts however the ultimate decision making shall lie with the Lead Authority.*

19 Clawback

- 19.1 *If the DCLG decides to clawback from the Lead Authority all or any part of the grant funding as a result of a party failing to deliver the Project outcomes or output in accordance with the Grant Award, the Party failing to deliver the outcomes will be liable to pay the Lead Authority any amount clawed back by DCLG to ensure the proper continuance and performance of the Services.*

20 SEVERANCE

- 20.1 *If at any time any Clause or part of a Clause in this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:*
- 20.1.1 that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement;
- 20.1.2 the Parties shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the laws of that jurisdiction and so that the amended clause complies with the laws of that jurisdiction; and
- 20.1.3 if the Parties cannot agree upon the terms of any amendment within 3 months of the date upon which a Clause was determined to be wholly or partly illegal, invalid or unenforceable by any court, tribunal or administrative body of competent jurisdiction, the dispute will be determined in accordance with the clause 6.

22 SUCCESSORS AND ASSIGNS

- 22.1 *No Party shall assign, transfer, charge, dispose of or otherwise deal in any manner with any or all its property, rights and liabilities under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.*
- 22.2 *Where any of the Parties is to cease to exist, that Party may assign, transfer, charge, dispose of or otherwise deal in any manner with any or all of its property, rights and liabilities under this Agreement, including by assignment, transfer, charge or disposal to any person that has taken over, or is due to take over, the functions and/or responsibilities of that Party, without the prior consent of the other Parties, provided that nothing in this Clause shall restrict the rights of the Secretary of State to effect a statutory transfer.*

23 Not Used.

24 Not Used.

25 TERMINATION AND CONSEQUENCES

25.1 Termination for Breach

- 25.1.1 *If a Party is in serious breach of this Agreement and the breach is capable of remedy, the Lead Authority shall first bring the matter to the attention of the JMG which will seek to resolve the matter to the satisfaction of all Parties.*
- 25.1.2 *If the Parties are not able, acting in good faith, to resolve the matter at JMG level, the Lead Authority shall be entitled to serve on the Party in breach a Notice to Remedy which shall set out the breach (es) the actions required to remedy the breach (es) and the date or dates by which the remedial actions must be complied with.*
- 25.1.3 *Failure to comply with a Notice to Remedy served in accordance with Clause 25.1.2 shall entitle the Lead Authority to terminate the defaulting Party's involvement in this Agreement upon service of a notice of termination in writing to expire not less than two (2) months from the date of the notice without prejudice to any of its rights or remedies under this Agreement.*
- 25.1.4 *If a Party is in serious breach of this Agreement and the breach is not capable of remedy, the Lead Authority may terminate the defaulting Party's involvement in this Agreement by serving 14 days 'notice on the Party in breach, without prejudice to any of its rights or remedies under this Agreement.*

26 LIABILITY AND INDEMNITY

26.1 The Parties shall each be liable for and shall fully and promptly indemnify each other against all direct losses whatsoever and howsoever arising out of or in connection with:

26.1 A Party's failure to comply with its obligations under this Agreement or the Service Contracts which seriously impacts on the provision of the Services to the other Parties pursuant to their Service Contracts;

26.2 Any material breach of the provisions of this Agreement;

26.3 Any negligent, other tortious or fraudulent act or omission of, or breach of statutory duty by any party or any agent or employee of it;

26.4 Any requirement of this Clause 26 or elsewhere in this Agreement for one party to indemnify the other shall not apply to the extent that the claim is question arises from the negligence or breach of statutory duty or breach of contract of the indemnified Party.

27 CONTRACTS (RIGHT OF THIRD PARTIES) ACT 1999

Nothing in this Agreement is intended to confer or purport to confer on any third party any benefit or the right to enforce any term of this Agreement and any rights of any person to enforce the terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

28 ENTIRE AGREEMENT

This Agreement contains the whole agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the Parties relating to the Project.

29 CONTINUING OBLIGATIONS

Save as may be expressly provided otherwise, termination or expiry of this Agreement shall not affect the continuing rights and obligations of a Party under any provision which is expressed to survive termination or expiry or which is required to give effect to such termination or the consequences of termination.

30 MITIGATION

Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which it is entitled to bring a claim against another Party pursuant to this Agreement

31 VARIATION

This Agreement may be varied by agreement of the Parties provided that any agreed variation shall be put in writing and signed by an authorised representative of each Party.

32 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English law and, each party agrees to submit to the exclusive jurisdiction of the courts of England.

33 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

This agreement has been entered into the date stated at the beginning of it.

This agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Leicester City Council

EXECUTED as a DEED
by **LEICESTER CITY COUNCIL**
by affixing its **Common Seal**
the day and year first before written:

Rutland County Council

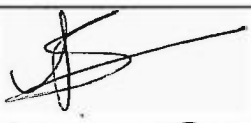
EXECUTED as a DEED
by **RUTLAND COUNTY COUNCIL**
by affixing its **Common Seal**
the day and year first before written:

Blaby District Council

EXECUTED as a DEED
by **BLABY DISTRICT COUNCIL**
by affixing its **Common Seal**
the day and year first before written:

Charnwood Borough Council

EXECUTED as a DEED
by **CHARNWOOD BOROUGH COUNCIL**
by affixing its **Common Seal**
the day and year first before written:


Alison Summay
Head of Strategic
and Private Sector
Planning

Harborough District Council

EXECUTED as a DEED
by **HARBOROUGH DISTRICT COUNCIL**
by affixing its **Common Seal**
the day and year first before written:

Hinckley & Bosworth Borough Council

EXECUTED as a DEED
by **HINCKLEY & BOSWORTH BOROUGH COUNCIL**
by affixing its **Common Seal**
the day and year first before written:

Melton Borough Council

EXECUTED as a DEED
by **MELTON BOROUGH COUNCIL**

by affixing its **Common Seal**
the day and year first before written:

Oadby And Wigston Borough Council
EXECUTED as a DEED
by **OADBY AND WIGSTON BOROUGH COUNCIL**
by affixing its **Common Seal**
the day and year first before written:

Appendix 1 THE PROJECT

The purpose of the Project is for the Lead Authority and the other Parties to work together to procure homeless support services (the Services) across the administrative areas of the Councils and, provided a suitable bidder is identified through the procurement exercise, to award to that bidder the Service Contracts for the provision of the Services and to manage provision of the Services.

The Services are to be procured in line with the objectives of the DCLG's Homelessness Prevention Trailblazer Programme, and the bid application form jointly submitted by the Lead Authority and partner Parties.

The Project consists of the following stages, for which the Parties will take responsibility as set out in this Appendix 1.

1. The Procurement Process
 - 1.2 All aspects of the tender will be managed and negotiated by the Lead Authority in consultation with the other Parties through the JMG and in accordance with the terms of this Agreement.
 - 1.3 The Lead Authority shall award the Service Contracts to the successful bidder identified in the procurement process (provided that a suitable potential Service Provider is identified) and will enter into the Service Contracts on behalf of the other Parties in accordance with the terms of this Agreement.
 - 1.4 In the event that no suitable bidder is identified through the procurement process, the Parties will consider a further procurement exercise or alternative service delivery proposal to meet the identified need.
2. The Lead Authority shall carry out its Authorised Duties as amended from time to time
3. The documents that set out the detail of the Project are as follows:
 - 3.1 the Specifications;[to be agreed between the Parties at the JMG]

Appendix 2
Joint Management Group
Terms of Reference

1. Purpose

The purpose of the Joint Management Group (JMG) is:

- to oversee the procurement and management of the homeless support services across the administrative areas of Leicester City, Leicestershire and Rutland County; and
- to oversee the management of the Service Contracts by the Parties.

The JMG shall be established prior to the commencement of the procurement.

2. Composition

2.1 The membership of the Joint management Group (JMG) shall consist of:

For the Lead Authority (LCC): one nominated Representative with one voting right at all meetings of the JCG.

For RCC: one nominated Representative with one voting right at all meetings of the JCG.

For BDC: one nominated Representative with one voting right at all meetings of the JCG.

For CBC: one nominated Representative with one voting right at all meetings of the JCG.

For HDC: one nominated Representative with one voting right at all meetings of the JCG.

For H&BBC: one nominated Representative with one voting right at all meetings of the JCG.

For MBC: one nominated Representative with one voting right at all meetings of the JCG.

For NWLDC: one nominated Representative with one voting right at all meetings of the JCG.

For O&WBC: one nominated Representative with one voting right at all meetings of the JCG.

The Lead Authority shall be the Chairperson.

The Parties warrant that their respective Representatives are duly authorised to take decisions at JMG meetings in relation to all aspects of the Project.

Other attendees: other individuals may be co-opted onto the JMG from time to time as the Parties consider necessary, including experts to advise on particular issues. Co-opted individuals will not have voting rights.

- 2.2 The Parties may each nominate alternative Representatives where necessary who may vote on their behalf at meetings of the JMG provided that the Party nominating an alternative Representative informs the other Parties of that fact and provided that the alternative Representative is duly authorised to take decisions in relation to the Project.
- 2.3 The JMG may if it desires invite the Service Provider to attend meetings of the JMG. For the avoidance of doubt the Service Provider shall not have any voting rights during the meeting.
- 2.4 The Parties shall use their reasonable endeavours to ensure that Representatives remain members of the JMG for the duration of the Service Contract.
- 2.5 The JMG shall commence on the date of its first meeting and shall continue until (a) the termination of this Agreement or (b) the Service Contract or (c) the expiry of the Service Contract and this Agreement or (d) it is dissolved with the agreement of the Parties.

3. Remit

- 3.1 The remit of the JMG is to oversee and direct all matters relating to the operation of this Agreement, the Service Contract and the general progress of the Project including:
- (i) approving the specification of services; namely the Homelessness Prevention App/Website and the Homelessness Prevention Coaching Service, prior to procurement processes;
 - (ii) communicating its decision with regard to the Project to those officers responsible for implementing them;
 - (iii) approving how the grant funds are spent;
 - (iv) authorising any proposed overspends or changes to the budget;
 - (v) agreeing and approving any changes required to the Project and or the Service Contract;
 - (vi) approving any change to the Authorised Duties;
 - (vii) recommending the approval of and the appointment of any contractor or sub-contractor pursuant to the Service Contract;
 - (viii) ensuring that the Parties have complied with their respective internal schemes of delegation, departmental rules and procedures before commissioning the Service Contract;
 - (x) supporting the Lead Authority in managing the Services;
 - (xi) resolving disputes between the Parties;
 - (xii) managing the progress in delivery of the Services including Service risks, issues, changes and variations;

4. Frequency of Meetings

- 4.1 The JMG shall meet at least quarterly (or as otherwise agreed).

5 Convening of Meetings

- 5.1 Notwithstanding the provisions of paragraph 4 of these Terms of Reference, any Representative of the JMG may request a meeting of the JMG at any time.
- 5.2 The JMG Chairperson shall, after consultation with each Representative and taking the views of all Representatives into account, have the power to cancel meetings when there is insufficient business for the JMG to consider.

- 5.3 Without prejudice to the provisions of paragraph 5.2 of these Terms of Reference, no meeting of the JMG shall be cancelled in the event that a majority of all of the Representatives signify in writing (for the avoidance of doubt, such written signification may be by electronic means) that the meeting should proceed.

6. Notices of Meetings

- 6.1 The JMG Chairperson shall provide not less than fourteen (14) Working Days' notice of a meeting of the JMG provided that in the case of emergencies, a meeting may be called at any time on such notice as may be reasonable in the circumstances.
- 6.2 Meetings of the JMG shall subject to paragraph 6 of these Terms of Reference, be held at a venue to be agreed by the JMG and on such date and such time as was agreed by the JMG at the previous meeting. Where such dates times and venues cannot be so agreed the JMG Chairperson shall select the date, time and venue of the next meeting.
- 6.3 The JMG Chairperson shall five (5) Working Days in advance of a meeting of the JMG circulate an agenda to all Representatives setting out the items to be discussed.
- 6.4 Notice of cancellation of a meeting of the JMG must be served on all Representatives not less than twenty four (24) hours before the meeting was due to commence.
- 6.5 Each Representative should notify attendance or their absence of not less than five (5) Working Days in advance of a meeting to the Lead Authority, save that in cases of emergencies, a Representative may notify their absence in a shorter time period as may be reasonable in the circumstances.

7. Quorum

- 7.1 A meeting of the JMG shall not be quorate unless at least three Representatives of the Partnership with voting rights are present. Representatives shall be deemed to be present if:
- 7.1.1 they attend the JMG meeting in accordance with the provisions of paragraph 6.2 or 8.2 of this Appendix; or
 - 7.1.2 if an alternative Representative has been appointed in accordance with paragraph 2.3 and is present or is attending the JMG meeting in accordance with the provisions of paragraph 8.2 of this Appendix.
- 7.2 If there is no quorum within a reasonable time of the time advised for any meeting of the JMG, no binding decisions can be made at the meeting and the meeting may be adjourned and reconvened at a later date.
- 7.3 Any meeting of the JMG which becomes inquorate shall not be able to make any binding decisions until a quorum is re-established. The meeting may be adjourned and re-convened at a later date if a quorum is not re-established within a reasonable time.

8. Attendance at Meetings

- 8.1 Meetings of the JMG should normally include the attendance (in person or by substitute) of all Representatives.

- 8.2 Meetings may also be held by telephone or another form of telecommunication by which each participant can hear and speak to all other participants at the same time. Details of how Representatives may access such communication methods should be included in any notice provided in accordance with paragraph 6.1.

9. Acting Chairperson

- 9.1 In the event that the JMG Chairperson is absent from any meeting of the JMG any other Representative in attendance at the meeting may be elected as chairperson for that meeting by a majority of the Representatives present (the "Acting Chairperson"). In these circumstances, if the Acting Chairperson is a Representative with voting rights, he/she will be entitled to vote whilst acting as Chairperson.
- 9.2 Failure to elect an Acting Chairperson pursuant to clause 9.1 above shall render the meeting closed and it shall be re-convened to complete its business in accordance with the provisions of paragraph 7.3 of these terms of reference.

10. Voting

- 10.1 Each Representative shall have one vote.
- 10.2 All decisions or resolutions made by the JMG may be made by simple majority
- 10.3. Any dispute in relation to the voting rights of the parties (for example where there is a tie in votes) shall if not successfully resolved by the JMG be conducted in accordance with paragraph 14 of this Appendix
- 10.4. Parties without representation at the JMG will forgo their vote for any decisions made, unless otherwise offered an extended period by e-mail following the meeting.
- 10.5. On occasion, in the interests of Project progress, decisions may be sought by e-mail rather than at a formal JMG meeting, as may be reasonable in the circumstances. All decisions made in this way will be communicated to all Parties, and all Parties will be given a chance to comment and vote, and a clear deadline will be given that is not shorter than five (5) working days. All decisions or resolutions made in this way may be made by simple majority. Parties that do not respond within the given deadline will forgo their vote for that particular decision.

11. Minutes

- 11.1 Minutes of all decisions and meetings of the JMG (including those made by telephone and other form of telecommunication) shall be kept by the Lead Authority who shall circulate copies promptly to the Parties and in any event within four (4) Working Days of the meeting.
- 11.2 A full set of minutes shall be kept by the Lead Authority and shall be open to inspection by the Parties at any time upon reasonable request.

12. Resignation and Casual Vacancy

- 12.1 Any resignation by a Representative shall be notified to the Parties on twenty-eight (28) days' notice and such resignation shall be notified to the JMG at its meeting next following the effective date of resignation. For the avoidance of doubt, in the event that the resignations of Representatives leave any proposed JMG meeting inquorate,

the meeting shall be reconvened in accordance with the provisions of paragraph 6.2 of these terms of reference.

- 12.2 It shall be the responsibility of the relevant Party to appoint a replacement Representative to the JMG within seven (7) days of the effective date of a Representative's resignation.

13. Interests of Representatives

- 13.1 No Representative shall acquire any interest in property belonging to the Parties or receive remuneration or be interested (otherwise than as a Representative) in any contract entered into in relation to the Project.
- 13.2 Members shall declare in advance of a JMG meeting any interest in relation to the agenda for the meeting. If Representatives have any doubt about the relevance of an interest this should be discussed with the JMG Chairperson. When such a conflict of interest is declared the Representative shall appoint a substitute Representative for that meeting provided that the substitute does not have a conflict of interest. If notwithstanding this, during the course of a JMG meeting, a conflict of interest is established, the relevant decision shall be adjourned.

14. Problem Solving and Dispute Avoidance or Resolution

Any dispute between the Representatives, which the JMG cannot resolve during a meeting of the JMG (including voting rights), shall be dealt with in accordance with Clause 6 (Problem Solving and Dispute Avoidance or Resolution) of the Joint-Working Agreement.

15. Alterations to the Terms of Reference

Full details of any proposal to alter these terms of reference must be delivered in writing to the JMG Chairperson and to the JMG not less than 14 days before the day of the meeting at which it is first to be considered. Any alteration will require the approval of simple majority of members of the JMG.

Appendix 3

Responsibilities of the Parties

1. Leicester City Council's Authorised Duties

The Lead Authority's Authorised Duties are:

- 1.1 Lead commissioning of the Project in regular consultation with the other Parties, adhering to and including any amendments or suggestions that the other Parties may make in respect of the Service Contracts. This will involve:
 - 1.1.1 Developing draft documents for the Partnership to consider and to update these documents taking account of changes agreed by the JMG.
 - 1.1.2 Developing the Specification, tender documents and supporting tender documents: for approval by the JMG to comply with the:
 - the Lead Authority's procurement rules and procedures
 - Public Contracts Regulations 2015(as amended);
 - Any other statutory or regulatory requirements which are necessary to procure the appointment of a Service Provider to perform the Service Contract.
- 1.2 Working closely with the other parties to ensure that the views of the other Parties are adequately represented in the service specifications and other tender documents and throughout the term of the Services Contract and to make any amendments that are agreed by the JMG;
- 1.3 Working closely with the other Parties to develop and establish tender award criteria and to select the preferred bidder in accordance with the tender award criteria;
- 1.4 liaising with and implementing the decisions of the JMG in relation to Project activities;
- 1.5 fulfilling those obligations of the Lead Authority as expressly set out in the Agreement;
- 1.6 claiming, disbursing and accounting for Government grants in respect of the Project where applicable;
- 1.7 managing the Project from day to day;
- 1.8 entering into the Services Contract;
- 1.9 overseeing the management and day to day operation of the Services Contract;
- 1.10 co-ordinating and facilitating discussion between the Parties on the progress of the Services, and to act as the representative of the Parties in any discussions or negotiations or other appropriate transactions with any other party involved;
- 1.11 maintaining records in relation to progress of the Services
- 1.12 co-ordinating and facilitating input from members of the JMG (electronically or via a group meeting) on the performance of the Services provided by the Service Provider against the stated measures defined in the Service Contract and its schedules;
- 1.14 designating an officer to be responsible for the management of the Services under the Services Contract and ensure that the officer so appointed has all the necessary skills and knowledge required to undertake the role;

- 1.15 managing the sums paid by the Parties to the Lead Authority in respect of the Services Contract with due diligence and all reasonable care and skill.
- 1.16 Providing a combined 'Financial Data' return to DCLG, as specified by DCLG.

2 Extent of Leicester City Council's Authority

- 2.1 *The Parties hereby appoint the Lead Authority to act on their respective behalves in respect of the Authorised Duties.*
- 2.2 *The Lead Authority shall not be entitled to (nor shall it hold itself out as being entitled to), and shall not, act for and on behalf of any of the Parties other than in respect of the Authorised Duties.*
- 2.3 *The Lead Authority shall as soon as possible notify in writing any person (including the Service Provider and any person bidding to become the Service Provider) with whom it has dealings in connection with the Project and/or this Agreement, that the extent of its authority to act for and on behalf of the Parties is limited to the Authorised Duties.*
- 2.4 *The Parties acknowledge and agree that the JMG may increase or reduce the extent and or nature of the Authorised Duties.*
- 2.5 *JMG shall be responsible for the appointment of any contractor or sub-contractor pursuant to the Service Contract*
- 2.6 *If the Lead Authority considers that any recommendation of the JMG will place the Lead Authority in breach of any of its obligations in this Appendix 3, the Lead Authority shall notify the JMG as soon as it becomes aware of the same, together with an explanation of the course of action which the Lead Authority intends to take in order to ensure compliance with such obligations. If the JMG objects to the Lead Authority taking such course of action the JMG shall notify the Lead Authority within five (5) Working Days of receiving the aforementioned notification from the Lead Authority and the JMG shall meet to discuss and attempt to resolve the issues involved. Should the issues remain unresolved by the date that is five (5) Working Days from the JMG's notice, the matter will be referred to the Dispute Resolution Procedure (Clause 6) for resolution and no action concerning such issues may be taken by the Lead Authority until the dispute has been resolved.*

3. Lead Authority's Obligations

- 3.2 *The Lead Authority shall exercise all reasonable care, skill and diligence in the performance of Authorised Duties.*
- 3.3 *In performing its obligations under this Agreement and also in connection with the Project, the Lead Authority shall not (save as may be expressly provided herein to the contrary) favour the interests of any one of the Parties (including itself) over the other party.*
- 3.4 *If a duplication of responsibility exists between the Lead Authority and the JMG, the Lead Authority shall notify the JMG of the same together with details thereof and the JMG shall determine by way of an Appropriate Approval, whether or not (and if so, what) changes need to be made to the obligations or functions of the Lead Authority.*

4. Other Parties Obligations

4.1 Each Party shall:

- 4.1.1 provide without charge such reasonable technical and clerical assistance as may reasonably be required from time to time in connection with the carrying out by the Lead Authority of its obligations under and pursuant to this Agreement and the Service Contracts. This will include, providing assistance with development of the specification and procurement of services as part of a smaller working group devolved from the JMG.
- 4.1.2 Provide DCLG with a 'Household Data' return to DCLG, independently of the Lead Authority, as specified by DCLG.

5 PARTIES RESPONSIBILITIES

5.1 Each Party agrees that:

- 5.1.1 during the continuance of this Agreement it shall conduct in good faith and on the basis set out in this Agreement all transactions that it has entered into and which relate to the Project;
- 5.1.2 it shall commit all necessary resources to fulfil its obligations under this Agreement;
- 5.1.3 it warrants to the other Parties that it has formal authority and has obtained all necessary approvals and permissions for entering into this Agreement (including authorising the Lead Authority to act for and on its behalf as provided for herein);
- 5.1.4 it shall at all times act in good faith towards the other Parties;
- 5.1.5 nothing in this Agreement or implied into it shall prejudice or affect the Parties rights and powers duties and obligations in the exercise of their statutory functions and/or in any other capacity and all rights, powers, discretions, duties and obligations of the Parties under all private and public statutes, bylaws, orders and regulations may at all times be fully and effectively exercised as if the Parties were not involved in the Service and as if this Agreement had not been entered into.

Appendix 4 - Financial and Resources

1. Funding of the Annual Support and Licencing Services Contract Year 1 and 2

- 1.1 The annual contributions to the Mobile App/Website Support and Licencing costs set out in Table 1 below shall be paid by the Parties in advance to the Lead Authority, in accordance with clause 10.2:

Table 1

Organisation	Percentage Apportionment %
Leicester City Council	32.41%
Charnwood	16.32%
Hinckley & Bosworth	10.33%
Blaby	9.23%
North West Leicestershire	9.18%
Harborough	8.39%
Oadby & Wigston	5.52%
Melton	4.95%
Rutland County Council	3.67%
Total	100.00%

- 1.2 Contributions for any Extension Period shall be applied in accordance with clause 10.3 and payment shall be as agreed between the Parties.

- 1.3 Each Party will provide to the Project and the tendering process **without charge** sufficient technical, admin and professional support from within its own staffing establishment and sufficient other resources to enable it to meet its duties and responsibilities for the Project in accordance with this agreement and to enable the Project to be realised.
- 1.4 Each party will fund its own legal costs with respect to legal advice for this Agreement including Service Contract management.
- 1.5 Except as otherwise provided in this Agreement (and Appendix 4); the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.
- 2. Non Financial Contributions**
- 2.1 The Lead Authority will provide and make available in addition to the officers nominated in this Agreement:
- (i) all human resources to manage the tender process and on-going management of the Services Contract; and
 - (ii) Such corporate services which are required to support the Lead Authority's role as lead commissioner of the Services and to support the Service Contract.
- 2.2 LCC and RCC will each provide and make available those staff required for it to carry out its obligations under this Agreement.

3. Distribution of resources available from the Homelessness Prevention Coaching Service, Year 1.

- 3.1 Each partner Authority will be entitled to an apportioned quota of referrals to the Homelessness Prevention Coaching Service, set out in Table 2 below.

Table 2

Organisation	Percentage of Service Usage %
Leicester City Council	32.41%
Charnwood	16.32%
Hinckley & Bosworth	10.33%
Blaby	9.23%
North West Leicestershire	9.18%
Harborough	8.39%
Oadby & Wigston	5.52%
Melton	4.95%
Rutland County Council	3.67%
Total	100.00%

- 3.2. Distribution of service resources for any Extension Period to be applied to the Homelessness Prevention Coaching Service contract for year 2 will be apportioned in accordance with the percentages set out in Table 2 above.
- 3.3. For the avoidance of doubt any Extension Period for the Homelessness Prevention Coaching Service contract will be dependent on the Lead Authority receiving adequate funding from DCLG.

Appendix 5

Service Contracts [To be agreed by the JMG]

