



**WATFORD
BOROUGH
COUNCIL**

CONSTITUTION WORKING PARTY

Thursday, 22nd September, 2016

6.30 pm

Town Hall, Watford

Publication date: 14 September 2016

Contact

If you require further information or you would like a copy of this agenda in another format, e.g. large print, please contact Caroline Harris in Democracy and Governance on 01923 278372 or by email to legalanddemocratic@watford.gov.uk .

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Committee Membership

Councillor K Hastrick (Chair)

Councillor I Sharpe (Vice-Chair)

Councillors N Bell, S Johnson, A Joynes, Asif Khan and J Maestas

Agenda

Part A - Open to the Public

1. **Apologies for absence**
2. **Disclosure of Interest (if any)**
3. **Minutes of previous meeting**

The minutes of the meeting held on 14 June 2016 to be submitted and signed.

Copies of the minutes of this meeting are usually available seven working days following the meeting.

(All minutes are available on the Council's [website](#).)

4. **Contract Procedure Rules** (Pages 5 - 32)

Report of Corporate Procurement Manager

5. **Length of motions** (Pages 33 - 46)

Report of Democratic Services Manager

6. **Public Speakers** (Pages 47 - 50)

Report of Democratic Services Manager

7. **Appointment of the Chair of the Community Safety Partnership Task Group**
(Pages 51 - 54)

Report of Committee and Scrutiny Support Officer (AG)

8. **Webcasting** (Pages 55 - 58)

Report of Democratic Services Manager

Report to: Constitution Working Party
Date of meeting: 22 September 2016
Report of: Head of Democracy and Governance
Title: Updates to Contract Procedure Rules

1.0 **Summary**

1.1 The Contract Procedure Rules are a part of the Council's Constitution.

1.2 The updates take account of changes due to the enactment of the Public Contracts Regulations 2015. They include revisions to better fit with current practice and for correcting typos, grammar, formatting etc.

2.0 **Recommendations**

2.1 That the Constitution Working Party recommends approval of the Council's updated Contract Procedure Rules.

Contact Officer:

For further information on this report please contact:

Howard Hughes, Corporate Procurement Manager

Telephone extension: 8370 email: howard.hughes@watford.gov.uk

Report approved by: Carol Chen, Head of Democracy and Governance

3.0 Detailed proposal

- 3.1 Updates are required to the Council's Contract Procedure Rules (CPRs) to keep them up to date and to reflect best practice in procurement.

The principal changes arise from the enactment of the Public Contracts Regulations 2015 (PCR2015). Most changes in the Regulations were already in our CPRs as they had been updated to take account of case law preceding the consolidation of the case law in the new Regulations.

Wording has been added relating to SMEs under Part 4 of the new Regulations, which reflect the Lord Young reforms to support small businesses.

PCR2015 revisions to the procurement procedures are shown including those to the Competitive Procedure with Negotiation, Competitive Dialogue and the new Innovation Partnerships procedures. References to the new Concession Contracts Regulations 2016 have also been added.

The wording for the exceptional circumstances Exemptions has been revised to better fit with current practice and recent approvals.

The use of the e-procurement portal for the electronic submission of tenders provides the necessary safeguards and audit trail to remove the old practice for a minimum of two officers when opening tenders.

The wording in the CPRs has been updated to allow tenders to be opened by the Head of Democracy & Governance, or nominated officer, or the Corporate Procurement Manager. This accords with the practice of other authorities, including Herts CC, where one senior officer may open electronic tenders received via the portal.

The opportunity has also been taken to correct various minor typos, poor grammar, poor formatting etc.

4.0 Implications

4.1 Financial

- 4.1.1 None

4.2 **Legal Issues** (Monitoring Officer)

The contract procedure rules provide good governance rules and it is important to keep them up to date.

4.3 **Equalities**

4.3.1 Not applicable.

4.4 **Potential Risks**

Potential Risk	Likelihood	Impact	Overall score
Potential poor application of Regulations and good practice in procurement procedures.	1	2	2

4.5 **Staffing**

4.5.1 There are no staffing implications from this report.

4.6 **Accommodation**

4.6.1 There are no accommodation implications from this report.

4.7 **Community Safety**

4.7.1 There are no community safety implications from this report.

4.8 **Sustainability**

4.8.1 There are no sustainability implications from this report.

Appendices

Appendix A: Draft updated Contract Procedure Rules version 8

Background Papers

None

File Reference

None

Contract Procedure Rules (version 8.0 June 2016)

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Introduction

These Contract Procedure Rules, issued in accordance with S.35 Local Government Act 1972, are intended to promote good practice and public accountability.

Officers responsible for purchasing or disposal must comply with these Contract Procedure Rules (the Rules). Compliance is the best defence against any allegation that a procurement has been made incorrectly or fraudulently. These are minimum requirements and more detailed procedures may be appropriate for particular contracts. Where there is a requirement for communication to be in writing, this shall include e-mail and fax as well as hard copy. In summary you must:

- Comply with the Rules for all procurements and disposals except where explicitly exempted.
- Comply with the principles of Transparency, Proportionality, Equal Treatment and Non-Discrimination.
- Act with the highest standards of probity and integrity
- Take all necessary legal, financial and professional advice.
- Declare any personal financial interest or other conflict of interest.
- Conduct a Best Value review and appraise the procurement need.
- Comply with the Council's corporate aims, objectives and policies.
- Check if there is an existing Corporate Contract or Framework Agreement to use
- Ensure tender documents give a full, clear and accurate description of the work.
- Clearly specify the exclusion, evaluation, selection and award criteria and their weighting.
- Keep commercial information confidential.
- Notify unsuccessful bidders of why the decision was taken, the name of the successful bidder and the relative advantages of its bid, or of any decision not to award the contract.
- Complete a formal Contract or issue an Official Purchase Order before the supply, service or works begins.
- Add the Contract details to the Council's Contract Register
- Assess the Contract Management skills available and identify any training needs and support required.
- Identify a contract manager with responsibility for ensuring the contract delivers as intended.
- Maintain proper Contract Management records..
- Undertake a post-contract review to monitor performance, how well it met the procurement need and the Value for Money.

The Rules are part of the Council's Constitution. They apply directly to every employee of the Council involved in any part of a procurement process. They apply equally to any partnership the Council may enter into and to contracts in respect of which the Council may nominate sub-contractors or suppliers.

The Rules must be followed by the Council, the Cabinet (including Cabinet Portfolio Holders) and by Agents, Consultants, including architects and engineers, and Public Private Partners, acting for or on behalf of the Council. These Rules apply to contracts involving the receipt of income as well as expenditure and to Concessions.

In accordance with the Constitution, the Director of Finance may amend these Rules after consultation with the Head of Democracy & Governance and the Audit and Risk Managers.

If you are in doubt about whether these Rules apply to a contract or proposed contract, about their meaning or how to apply them, consult:-

- (a) Your Manager.
- (b) The Corporate Procurement Manager.
- (c) The Head of Democracy & Governance.
- (d) Director of Finance
- (e) Internal Audit Service.

Procurement refers to the whole process relating to the purchase, acquisition or commissioning of Works, Supplies and Services. One definition is: Procurement is the business management function that ensures identification, sourcing, access and management of the external resources that an organisation needs or may need to fulfil its strategic objectives.

Contracts

Contracts are legally binding agreements and in English law they do not need to be in writing. In simple terms a contract is formed when an offer, to do or to supply something for another party, is accepted by the party to whom the offer was made. Contracts may be formed in writing, by word of mouth, or by performance. Care must be taken when communicating, verbally or in writing, with bidders. You must only enter into contracts on behalf of the Council where there is current budget provision.

Relevant Contracts

All Relevant Contracts must comply with these Rules, these include arrangements made by or on behalf of the Council for the:

- Supply of goods, materials or Services and the carrying out of Works
- Disposal of goods, materials, plant, vehicles or equipment
- Hire, Rental or Lease of goods, plant, vehicles or equipment
- Granting of Concession Contracts
- Delivery of Consultancy, Advisory and other Services, including but not limited to those related to the recruitment of staff, land and property transactions, legal, financial, construction and other consultancy services.

Relevant Contracts do not include:

- Contracts of Employment which make an individual a direct employee of the Authority. For the avoidance of doubt the Rules do apply to contracts with agencies or companies for the employment of staff.
- Acquisition and disposal of Land. For the avoidance of doubt the Rules do apply to advice and other services taken in relation to the disposal of land.

Officer Responsibilities

Officers responsible for purchasing or disposal must:

- Comply with these Rules, the Financial Procedural Rules, the Code of Conduct for employees, other Council policies and all UK and European Union legal requirements.
- Ensure that any Agents, Consultants and Partners acting for or on behalf of the Council comply with these Rules.

- Check if a suitable Corporate Contract exists before seeking to procure another contract; where a suitable Corporate Contract exists, this must be used unless there is a sound business case not to do so. In that event the reasons must be documented and approved by the relevant Head of Service.
- Consult the participating Councils in the shared service partnership on any opportunity to aggregate demand for more efficient procurement where a new procurement requirement is identified
- Consider Collaborative Procurement opportunities with other Authorities, particularly other Councils in Hertfordshire.
- Assess if a Contract may have the consequence that any employee of the Council or of a current service provider might be affected by any transfer of the work or undertaking. Officers must ensure that the implications of the Transfer of Undertaking (Protection of Employment) Regulations (TUPE) are assessed. The advice of the Head of Democracy & Governance must be sought in any case involving the TUPE Regulations before proceeding with the procurement.
- Assess if the Construction (Design and Management) Regulations 2015 (CDM), which places legal duties on those involved in construction work, apply.
- Consult with and receive the approval of Head of ICT for all ICT Hardware and Software procurements, including licences, printers, telephony and ICT accessories.
- Consult with and receive the approval of Head of HR for all procurements involving the recruitment, appointment or employment of agency, self employed or contract staff. Such contracts must also be recorded on the Contract Register.

Officer Requirements

- Assess the most appropriate procurement route to achieve Best Value. Including in-house provision, using an existing contract, external procurement, Partnering, collaborative procurement with other local authorities, public body or purchasing consortium or use of an existing Framework Agreement let by others.
- Prepare a pre-tender estimate of the value of the supplies, services or works.
- Set out a clearly defined Specification for the supply, services or works with reference where necessary to appropriate standards etc.
- Clearly set out the Terms and Conditions, or Conditions of Contract that are to apply to the proposed contract. These include any Special Conditions of Contract where a standard form of contract is used. An example of a standard form of contract is the NEC3 Suite of contracts which are the preferred form for relevant Works and Professional Services.
- Consider how SME's and / or the 3rd Sector could engage with the procurement.
- Define clear Evaluation (selection and award) Criteria and their weightings for each stage of the procurement process.
- Ensure there is appropriate approval or delegated authority for the expenditure and the procurement accords with the approved policy framework and scheme of delegation set out in the Constitution.
- Carry out appropriate credit checks and observe any requirements for a surety.
- Observe any Standstill or "Alcatel" period as appropriate for procurements above the EU Thresholds.
- Publish an Award Notice if appropriate both OJEU and on the Contracts Finder website

Head of Service Responsibilities

Heads of Service must ensure that:

- their staff comply with their Officer responsibilities
- The Contract Register is up to date and that copies of all contract documents are kept safe and accessible. Electronic copies are acceptable for lower value contracts but an additional hard copy of all major contracts must be retained for safekeeping.
- any Exemptions are recorded.
- contract records are retained in accordance with the Council's Document Retention policy.
- The Corporate Procurement Manager is informed of all contracts that are awarded and that copies of all procurement and contract information are made available.

Exemptions

- Acquisition or disposal of Land:

These Rules do not apply to the acquisition or disposal of Land except where a lease or licence is granted as a part of a principal contract for other Works, Supplies or Services.

- Unforeseeable emergency:

Where exemption from these Rules is unavoidable due to an unforeseeable or emergency event involving immediate risk to persons or property or likely to give rise to major or serious disruption to the Council's services, a Head of Service and the Managing Director may jointly approve an exemption. They must inform the relevant Portfolio Holder and make a report to the next Cabinet meeting on the action taken. Urgency caused by undue delay will not be a valid reason for an exemption.

- Exceptional Circumstances:

An exceptional circumstances exemption may be jointly approved by a Head of Service and the Managing Director in limited and exceptional circumstances. This applies at the Managing Director's discretion and only below the EU thresholds examples of which may include but not be limited to:

- Events which may involve significant risk to a key contract, for example where a key supplier goes into Administration or Receivership
- Situations which may cause significant disruption to a Council service
- Extensions of or additions to existing contracts where demonstrable benefits and clear savings can be shown
- Single tender action or use of a substitute contractor from the original tender responses to complete a contract or part of a contract
- Short term provisions to enable more effective and efficient procurement to be undertaken
- Other circumstances where clear synergies with existing services can be evidenced or where supported by substantial market research

They must inform the relevant Portfolio Holder and make a report to the next Cabinet meeting on the action taken.

- Limited market:

A partial exemption may apply where a supply or service is only obtainable from a single or a very limited number of contractors. In such a case, evidence of the limited market must be provided, such

as by public advertisement or detailed market research. A Head of Service and the Managing Director may jointly approve a partial exemption. They must inform the relevant Portfolio Holder and make a report to the next Cabinet meeting on the action taken.

- Prior approval:

Other than as specified above no exemption from these Rules shall be made unless prior approval has been granted at a Cabinet meeting.

Record of Exemptions – Heads of Service must ensure that full details of approved waivers and exemptions are recorded in a central register held by the Corporate Procurement manager on behalf of the MD.

E-Procurement

Electronic procurement systems simplify the tender process, reduce the bureaucratic burden for suppliers, make it easier to tender, improve smaller organisations' ability to bid and allow shorter tender periods.

All procurements above a value of £5,000 must be procured via the Council's e-procurement portal, unless a specific exemption has been agreed by the Head of Service.

The e-procurement portal is designed to simplify the procurement process, to make the process more secure and auditable and to improve accessibility to procurement opportunities for potential suppliers.

Opportunities should be openly and widely publicised. The portal enables links to the UK Government's "Contracts Finder" website and to the Official Journal of the European Union (OJEU) / Tenders Electronic Daily (TED). Officers may also place adverts in the local press or specialist journals if appropriate in addition to that posted on the portal.

Advice on using the portal should be taken from the Corporate Procurement Manager.

Records

Contract records must be retained in accordance with the Council's Document retention policy and where relevant should include:

- Details of any exemptions granted
- Pre-procurement market testing / research
- The procurement route used
- Tender Adverts / Notices
- Pre Qualification Questionnaires (PQQ's) and expressions of interest received
- The evaluation criteria used and the evaluation record based on those criteria
- Credit checks and records of economic and financial standing
- Invitations to Tender and tender documentation
- Tenders received and tender records and registers
- Pre and post tender clarifications and, where relevant, records of dialogue and /or negotiation.
- The award criteria and the evaluation record based on those criteria

- Records of communications with the successful contractor
- Details of feedback given to successful and unsuccessful bidders
- Standstill / Alcatel letters
- Contract documents
- Regulation 84 reports
- Contract Management records
- End of Contract Reviews

Approved or Standing Lists of Suppliers

The Council does not maintain Standing or Approved Lists of Contractors or Suppliers. Approved Lists cannot be used where PCR2015 Regulations apply.

Where recurrent transactions of a similar type are likely a suitable framework agreement, or term contract, should be used. The framework agreement must include terms for calling off supplies, services or works from the framework supplier(s). A Framework Agreement may be with a single supplier or have two or more suppliers on the list. Additional suppliers cannot be subsequently added to a framework agreement.

A formal and approved register of pre-qualified Contractors and Consultants maintained by or on behalf of the public sector (e.g. Construction line) may be used for the selection of a shortlist where appropriate. Any contractors or consultants from such a register must be assessed against the selection criteria published for the procurement.

It is not acceptable to use a random selection facility as available on some of these registers as this is not a substitute for the proper evaluation and selection of contractors and consultants, against a set of pre determined evaluation criteria, despite the pre-qualification stage achieved by inclusion on the register.

Framework Agreements and Collaborative Procurements

A Framework Agreement is a contractual arrangement with one or more providers that set out terms and conditions under which specific or call-off purchases or contracts can be made at any time throughout the term of the framework agreement. The term of a Framework Agreement should not exceed four years. A call off contract may be for longer than four years and can exceed the term of and survive beyond the end date of the framework agreement.

Call-off contracts formed under a Framework Agreements must be awarded in accordance with the procedure prescribed in the Framework Agreement. Where there is more than one provider under the framework it is usually necessary to hold a mini competition. The Council's Rules apply to a mini competition in the same manner as all other procurements.

Framework Agreements to which the Council has access may be let by another body e.g. the Government Crown Commercial Service (CCS), another Local Authority (LA) or a consortium of LA's e.g. Eastern Shires Purchasing Organisation (ESPO).

Officers proposing to use a Framework Agreement must check that:

- The Framework Agreement has been let in full accordance with these Rules and where appropriate EU Regulations.
- The Council has the right to use the Framework Agreement.

- The procedures for call-offs or mini-competitions under the agreement accord with these Rules.

Officers proposing to use a Collaborative arrangement with other parties e.g. other Local Authorities to jointly procure works, supplies or services must check that:

- The collaborative procurement contract has been let in full accordance with these Rules and where appropriate the Public Contract Regulations (PCR2015).
- The Council is a member of the collaboration or consortium and has the right to use the contract.
- The procedures for using the contract accord with these Rules.

Collaborative and Partnership arrangements are subject to the same procurement legislation and must follow the Council’s Rules. If in doubt, Officers must seek the advice of the Corporate Procurement Manager.

Competition Requirements

The requirements relate to the Estimated Total Value of the procurement:

The Value of a Contract is the total value over the whole potential duration of the contract including any possible extension to the term of the contract. Where the duration is uncertain a minimum of four years shall be assumed. The value of a framework agreement is the value of all the potential call offs that may be made by all contracting bodies permitted to use the framework. The value of a concession is the total potential gross income or other assessment of value to the contracting parties. If in doubt, Officers must seek the advice of the Director of Finance.

Minimum requirements:

Thresholds excl VAT	Minimum requirements
Less than £5,000	One written quotation demonstrating value for money through a combination of cost and quality. More than one quote is preferred and should be sought where appropriate.
Greater than £5,000 – EU Threshold	Public advertisement of the requirement and, except where the Open procedure is used, invite Tenders from at least three and usually no more than six bidders.
Above EU Threshold	Advertise and follow PCR2015 procedures and, except where the Open procedure is used, invite Tenders from at least five and usually no more than six bidders.

All tender opportunities should be advertised to comply with the principle of transparency.

Where it can be demonstrated that there are fewer suitably qualified bidders to meet the competition requirement, all suitably qualified Candidates must be invited. The Head of Service and the Corporate Procurement Manager must be consulted in such cases.

If more than one contractor is to be appointed, for example to a framework agreement or if a contract is split into Lots, the number of bidders invited to tender may be increased to more than six.

Contracts must not be disaggregated nor methods of calculating the Estimated Total Value used in order to undermine the intention and application of these Rules or the Regulations.

The normal procurement procedure to be used shall be the Open Procedure. Officers shall consult the Corporate Procurement Manager and / or the Head of Democracy & Governance if the Restricted or other procedures are proposed.

Assets for Disposal

Assets (excluding land) for disposal must be sent to public auction except where better Value for Money is likely to be obtained by inviting Quotations or Tenders. The method of disposal of surplus or obsolete stock, plant, vehicles and equipment or assets, other than land, must be formally agreed with the Director of Finance.

Providing Services to External Purchasers

The Director of Finance and the Corporate Procurement Manager must be consulted where proposed contracts include supplies to or work for or on behalf of other organisations.

Appointment of Consultants

The procurement of Consultants, including solicitors, architects, engineers, surveyors and other professionals, must comply with these Rules. Any Consultant appointed who acts for or on behalf of the Council must also comply with these Rules. A written contract, or appointment in the form of a formal letter or Purchase Order for values below £25,000, must be used. A standard Professional Services form of contract, such as in the NEC3 Suite, should be used where appropriate.

Records of consultancy contracts must be maintained in the same manner as all other contracts and shown on the Contract Register.

Consultants must be required to provide evidence of, and maintain, Professional Indemnity insurance to the satisfaction of the Council's Insurance Officer.

Pre-Procurement Engagement or Soft Market Testing and Research

Pre-procurement engagement is a range of activities to engage with the market before starting a procurement process and may include a technical dialogue to inform a specification. Engaging with the market before starting the formal procurement process is best practice and helps to maximise value for money from the resulting procurement. (PPN04/12)

Officers should consider pre-procurement consultations with potential suppliers prior to the start of any part of the formal procurement process including a Tender Advert or Notice. Care must be taken not to prejudice the equal treatment of potential suppliers or to distort potential competition. Advice on pre-procurement strategies should be sought from the Corporate Procurement Manager.

Insurance

Insurance requirements must be clearly specified in the contract. The Council's Insurance Officer will advise on the minimum limits of indemnity required for each contract. Prior to entering into a contract Officers must require the contractor to produce current insurance certificates in respect of Employers' Liability and Public Liability risks and for Professional Indemnity where appropriate for such limits and for such periods as are specified by the Council's Insurance Officer. The Contractor

must be required to produce up to date Insurance Certificates at each subsequent renewal date during the term of the contract.

Specifications, Standards and Evaluation Criteria

Specifications must set out the minimum required standards of technical and professional ability and reliability. Specifications must refer to relevant UK, EU or international standards which apply to the subject matter of the contract. The Head of Democracy & Governance must be consulted if it is proposed to use other than UK or EU standards.

Tenders should be assessed on the basis of the Most Economically Advantageous Tender (MEAT), where Quality and Price considerations both apply. In minor or exceptional cases bids may be invited on a lowest price (where payment is to be made by the Council) or highest price (if payment is to be received by the Council).

The Officer must define and publish appropriate Price and Quality Evaluation Criteria and their respective weightings.

Quality Evaluation (selection or award) criteria may include experience, technical merit, programme and delivery proposals, environmental matters, social value, added value, whole life costs, innovative, aesthetic and functional characteristics, health and safety, after-sales service and response, technical assistance, CV's of key staff, accreditations, approach to collaborative working or partnering with a Local Authority and any other relevant matters.

Evaluation Criteria must not include non-commercial considerations or geographic limits which might discriminate against suppliers from the EU. It is acceptable to require submissions to be in English and priced in Pounds.

Accreditations should be considered where appropriate and relevant but must not be a substitute for other checks and due diligence. These should not be required or assessed in a manner that may inadvertently disadvantage potential providers, for example, SMEs, public service mutuals or third sector organisations.

Financial Assessment and Vendor Capabilities

Financial assessment of potential providers should be undertaken in a manner that is proportionate, flexible and not overly-risk averse while ensuring taxpayer value and safety is protected and relevant Procurement Law complied with. All potential providers, whatever their size or constitution, should be treated fairly and with equal diligence during the financial appraisal process. For example: no SMEs, public service mutuals or third sector organisations should be inadvertently disadvantaged by the financial assessment process (PPN 02/13)

Due diligence must be carried out to ensure that the vendor has the necessary skills, resources and abilities to undertake the work. The due diligence must be proportionate to the nature and scale of the work proposed. This includes checking the credentials of sub-contractors where appropriate.

Social Value

Social value is the consideration of how procurement might offer social, economic or environmental benefits to the community.

The Public Services (Social Value) Act 2012 applies to certain types of services contracts and framework agreements but it is good practice to consider these principles for all procurements. The requirement is to consider the economic, environmental and social benefits of the approach to the procurement before the process starts and to consider whether there is a need to consult on these issues.

The Act applies to the pre-procurement stage of contracts for services as that is where social value can be considered to greatest effect. This should inform the shape of the procurement approach and the design of the services required. It should enable a re-think of the outcomes and the types of services to be procured. (ref PPN 10/12)

The potential interest of Small and Medium Size Enterprises (SME's) and the 3rd Sector should be considered when assessing the shape of the procurement approach and the design of the Supplies or Services required. This may also include ways to cascade good practice down the supply chain.

Contracts should ensure that the principles of these Rules including the need for market testing and the provision of Value for Money is cascaded down the supply chain. The Council expects good practice to be in place to ensure a fair selection of sub-contractors, appropriate terms and conditions and prompt payment of monies due.

Past Performance

The Council is entitled to establish minimum standards for reliability based on past performance which must be met by potential bidders for public contracts (PPN09/12). To provide assurance about performance and protection for the taxpayer and recipients of the services, procurements should include minimum standards for reliability based on past performance.

It is good practice to request specified information, which may include certificates of performance, about past performance in the last 3 years to establish that:

- the principal contracts of those who would provide the goods and / or services have been satisfactorily performed in accordance with their terms; or
- where there is evidence that this has not occurred, that the reasons for failure will not recur if that bidder were to be awarded the relevant contract.
- A due diligence process can be carried out to assess the contractors understanding of contracting with the public sector and their approach to contracting / partnering with the Council where appropriate.

If the evaluation panel remains unsatisfied that the principal contracts of those who would provide the goods and / or services have been satisfactorily performed, it should exclude that bidder on the grounds that it has failed to meet the minimum standards of reliability set.

Public Sector Equality Duty (PSED)

Officers must ensure compliance with the Council's legal obligations under the Equality Act 2010 and its associated Public Sector Equality Duty with due regard to the three aims of the duty:

- Eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Act;

- Advance equality of opportunity between people who share a protected characteristic and people who do not share it; and
- Foster good relations between people who share a protected characteristic and people who do not share it.

Officers must ensure that public goods and services are accessible to, and meet the diverse needs of all users to ensure that no one group is disadvantaged in accessing public goods and services. Procurements must meet the Fundamental principles of equal treatment, non-discrimination, transparency and proportionality (PPN09/12 and 01/13).

Invitations to Tender (ITT's) / Requests for Quotations (RFQ's)

Pre-Qualification Questionnaires (PQQ's) may only be used in limited circumstances. Where used, the aims are to select a list of suitably competent and qualified bidders and to reduce the number of bidders to an appropriate and manageable number using pre-published evaluation criteria.

The criteria may include pass / fail mandatory and discretionary criteria. Where the capability of an individual(s) is essential to the delivery of the contract, for example, the provision of consultancy, CV's should be requested and assessed. PQQ's should not impose arbitrary minimum requirements which may have the unintended effect of barring new or small businesses from bidding.

Officers should undertake a financial check as part of the evaluation process but, in the spirit of encouraging supplier growth, should not rule out a supplier unless there is clear evidence that the supplier's financial position places public money or services at unacceptable risk. The Director of Finance must be consulted in all cases of doubt.

The Notice or Advert and the Invitation to Tender shall state that late submission, of an Expressions of Interest or of a Tender will not be accepted. Submissions must be received by the due time and date. Any appeals for consideration of a late submission, due for example to a default by the Council, may only be considered by The Head of Democracy & Governance and / or the Corporate Procurement Manager.

Where late submissions are received, including by e-mail, other than via the procurement portal they shall be opened only by The Head of Democracy & Governance, or representative, or the Corporate Procurement Manager. No details of the late submission shall be disclosed.

An Invitation To Tender should set out full details of the Council's requirements. An ITT may allow the submission of Variant bids to allow for supplier innovation.

An Invitation To Dialogue should set out an overview of the Authority and its needs; a starting position from which the dialogue can commence and how the dialogue will be structured together with any rules that apply to the dialogue phase.

All Invitations to Tender shall include the following:

- (a) A Specification that describes the Council's requirements in sufficient detail to enable the submission of competitive offers.
- (b) The Terms and Conditions of Contract that shall apply.

- (c) A Certificate of Non- Collusion for tenderers to declare that they have not colluded with any other party nor disclosed details of their submission to any other party (except where such a disclosure is in confidence and necessary for the purposes of preparing their submission).
- (d) A Form of Tender in the prescribed format for bidders to sign and confirm their bid price.
- (e) An Equality and Diversity questionnaire.
- (f) Notification that bidders must disclose any actual or potential conflict of interest.
- (g) Notification that bidders are responsible for all their costs of preparing a submission and that no costs will be reimbursed by the Council.
- (h) Details of the Evaluation Criteria with their relevant weightings and the methodology for scoring those criteria.
- (i) That submissions must be made via the Council's e-procurement portal unless otherwise agreed.
- (j) Where submissions are made other than via the procurement portal, notification that no Tender will be considered unless it is in a sealed envelope or container which bears the word 'Tender' followed by the subject to which it relates, with no other name or mark indicating the sender.
- (k) The method by which any arithmetical errors discovered in the submitted Tenders are to be dealt with.
- (l) A statement that the council is not bound to accept the lowest or any Quotation or Tender.
- (m) Advice that the Authority is subject to the obligations of the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Government's Transparency Code 2014 and that the final decision on publication or disclosure of any information shall remain with the Council.
- (n) Advice that Credit checks and records of economic and financial standing may be sought.

All bidders invited to tender or quote must be issued with the same information at the same time and subject to the same conditions. This also applies to any supplementary information or clarification given during the tender period.

Nominated Sub-contractors and Suppliers

These Rules apply to nominated sub-contractors and suppliers. Officers should avoid the use of nominated sub-contractors and suppliers as far as practicable. If a nominated sub-contractor or supplier is to be considered, Officers must take advice from the Head of Democracy & Governance.

The invitations to tender (ITT) for contracts involving Nomination must include a clause to require the parties to enter into contract on terms relevant to the indemnities and obligations of each party as required by the Head of Democracy & Governance.

Short listing

Where bidders are evaluated for short listing or for the award of a contract Officers must assess the financial and technical standards appropriate to the contract. Assessments must be made in accordance with the published Evaluation Criteria. This includes having regard to the Proportionality Rule in relation to the size and resources of a company relative to the value of the contract.

Submission, Receipt and Opening of Tenders or Quotations

Tender periods must be sufficient for bidders to prepare and submit proper bids consistent with the complexity of the contract requirements.

All Tenders must be returned via the procurement portal or, where that doesn't apply, to the Head of Democracy & Governance or the Corporate Procurement Manager.

All tenders for contracts for £5,000 or more must be opened at one time by, or in the presence of, the Head of Democracy & Governance, or nominated officer, or the Corporate Procurement Manager.

The Officer nominated to receive the tenders shall be responsible for the safekeeping of Tenders until the appointed time of opening. Each Tender must be suitably recorded to verify the date and precise time it was received, adequately safeguarded against amendment of its contents. The procurement portal is compliant with this requirement.

The Officer nominated to receive the tenders must ensure that all Tenders are opened at the same time as soon as practicable after the period for their submission has ended. They must ensure that the the bids received are recorded on the Tender Record Form.

Clarifications and Negotiations

Providing clarification during a tender period is permitted. It must not be in the form of any negotiation and must be made in writing to all bidders. Where any verbal discussion is entered into any clarification given must be confirmed in writing and copied to all bidders.

Where bidders do not want information shared with other bidders, as that might for example indicate a bidding strategy, they should be invited to withdraw their clarification question before any answer is given. If an answer is given it must be shared with all the other bidders.

Post tender negotiations, between submission of bids and contract award, are not permitted. An exception is where a Negotiated or Competitive Dialogue procedure has been used. In such cases the rules relating to the negotiations must be clearly set out in the tender documents and those negotiation rules must provide for:

- (i) The requirements of relevant UK legislation, these Rules and good practice guidance.
- (ii) Written approval of the Head of Democracy & Governance or the Managing Director.
- (iii) The documentation sent out to prospective bidders stating that negotiation may take place and the basis upon which such negotiation would be held

Post-tender negotiation must only be conducted in accordance with the guidance issued by The Head of Democracy & Governance who, with the Corporate Procurement Manager, must be consulted wherever it is proposed to enter into post-tender negotiation.

The circumstances under which such negotiations may be considered are where:

- (i) High levels of innovation are required as part of the tender solution
- (ii) The new contract will involve radical changes from existing practices
- (iii) There are a number of alternative proposals or solutions that the Council is considering
- (iv) The specification has a number of alternative packages or elements
- (v) Variant bids are shown as acceptable in the Notice and negotiations relate to variant bids.

If post-tender negotiations are necessary then such negotiations shall only be undertaken with the preferred bidder who is identified as having submitted the Most Economically Advantageous Tender

and after all unsuccessful bidders have been informed. During negotiations tendered rates and prices shall only be adjusted in respect of a corresponding adjustment in the scope or quantity included in the Tender documents.

Negotiations must be conducted by a team of at least two Officers, one of whom must be from a service independent of that leading the negotiations. The independent representative can be a representative from another council if the tender is a collaborative procurement.

Officers appointed by the Head of Service to carry out any post-tender negotiations must ensure that they keep full and accurate records and minutes of all negotiation meetings and discussions and that any actions and outcomes are confirmed and agreed in writing by both parties.

If post-tender negotiation results in a fundamental change to the specification or to the terms of a contract the contract must not be awarded. A fundamental change from the work tendered must be re-tendered. The advice of The Head of Democracy & Governance and the Corporate Procurement Manger must be sought before concluding any post-tender negotiations.

Evaluation, Selection, Award and Feedback

The confidentiality of Quotations, Tenders and the identity of bidders must be observed at all times. Information about one bidder or their response must not be given to another bidder except as provided in these Rules.

Evaluation and Moderation panels must comprise a minimum of two Officers. The procedures to be used by the panels, including the Interview panel if an interview stage is included in the process, must be set out in advance of the receipt of submissions.

If an Interview stage and / or a Best and Final Offer (BAFO) stage is included in the process the procedures for them must be clearly set out for bidders in the bid documents. The published arrangements cannot be revised post tender submission.

Contracts must be evaluated and awarded by the panels in accordance with the published Evaluation (selection and award) Criteria. Neither criteria nor weightings can be revised post tender submission.

Officers shall compare submitted Tender prices with any pre-tender estimates and examine and explain any discrepancies.

The arithmetic in compliant Tenders must be checked. If simple arithmetical errors are found they should be corrected and the bidder notified. The bidder must be given the opportunity to stand by or withdraw the corrected bid.

The Officer responsible for the evaluation panel and moderation must prepare a Section 84 Public Contracts Regulations 2015 report setting out the reasons for the selection, having regard to the evaluation criteria, and the reasons for rejecting the unsuccessful tenders.

Where the Total Value is over £5,000, the Officer must notify all bidders at the same time of the intention to award the contract to the successful bidder.

Where the Public Contract Regulations apply, the Standstill or "Alcatel" period of at least ten days must be observed. The Regulations require a formal letter containing prescribed information to give

unsuccessful bidders time to challenge the decision before an award. If the decision is challenged the award of contract must not be made and the advice of The Head of Democracy & Governance and the Corporate Procurement Manager must be sought.

Where the Total Value is over £5,000 feedback must be offered to all bidders and potential bidders including those not short listed at a PQQ stage. The advice of The Head of Democracy & Governance and / or the Corporate Procurement Manager should be sought although the feedback must include:

- The Evaluation Criteria and how they were scored for their submission
- The characteristics and relative advantages of those short listed at a PQQ stage. Details that could identify those short listed must not be disclosed.
- The name of the successful bidder(s)
- The reasons for the award decision and the characteristics and relative advantages, , of the successful bidder(s).
- When the standstill period is due to end.

Avoiding Challenges

Challenges are increasing for public sector procurements with the most likely challenges being from unsuccessful bidders challenging the evaluation process. This risk of challenge should be reduced by:

- publishing the process and timings for issuing the ITT and supporting documentation, dealing with clarifications, receiving bids and placing contracts, and adhering to the process.
- Providing all the relevant Procurement Documents when the notice is published
- making sure that evaluation criteria, sub-criteria and weightings are clearly linked to the work required and published in the ITT.
- using a clear and objective marking scheme (e.g. the reasons for awarding 6 points rather than 5 are clear to bidders and to evaluators)
- maintaining an audit trail during the process, to help explain why a bid was unsuccessful and to defend any challenges raised.

The key principles are that criteria must be reasonable, proportionate, transparent and relevant to the goods, works or services being procured. Objective criteria should be clear, verifiable and targeted with measurable outputs. Subjective criteria should clearly define the basis on which any value judgements would be based. All criteria must be fair and not involve any discrimination, including a level playing field for non-local bidders, to ensure compliance with the Public Contract Regulations.

Contracts

All Contracts must be in writing and held in accordance with these Rules and, irrespective of value, must clearly specify:

- what is to be done or provided (i.e. the Works, materials, Services, Supplies, matters or things to be done or provided)
- the provisions for payment (i.e. the price to be paid and when and details of any indexation)
- the time, or times, within which the contract is to be performed
- the provisions for the council to terminate the contract.

The Council's Official Purchase Order form, the Council's standard Terms and Conditions or a standard Form of Contract issued by a relevant professional body (e.g. NEC3) must be used as appropriate. The form of contract must be approved by the Head of Democracy & Governance.

In addition, every Contract over £5,000 must also state clearly as a minimum:

- That the contractor may not assign or sub-contract without prior written consent
- Insurance requirements
- Health and Safety requirements
- Data Protection requirements
- Equality and Diversity requirements
- Freedom of Information Act and Environmental Information Regulations requirements
- TUPE requirements
- That those acting for or on behalf of the Council must comply with the council's Contract Procedure Rules
- A right of access to all relevant documentation and records of the contractor for monitoring and audit purposes.
- VAT and other tax requirements.
- The Requirements for a Bond and / or Parent Company Guarantee.
- Prevention of Corruption requirements.
- Any Indexation or Price variation details or if no variation of Rates or Prices applies.

The formal advice of the Head of Democracy & Governance must be sought for contracts where:

- The Total Value exceeds the EU Thresholds
- The Risk is outside acceptable parameters
- They involving leasing arrangements
- It is proposed to use a supplier's own Terms and Conditions of Contract
- They are complex in any other way.

Indexation and price variation Clauses

The advice of the Director of Finance must be sought on any indexation clauses and the indices to be used, e.g. CPI. Where an indexation clause is used consideration should be given to an efficiency factor, e.g. less 1% p.a., to encourage Best Value and continuous improvement during the term of the contract.

Price variation clauses should allow for any potential variation in the scope or scale of goods, works or services to be provided during the term of the contract. This may be in consequence of other factors e.g. a variation in the number of service users where another service has been outsourced.

Forming of Contracts

Formal contracts must be formed for contracts with a value greater than £25,000. Below this threshold an Official Purchase Order may be placed but it must include full details of the supply, service or works to be delivered and the Terms and Conditions that apply to the Order.

Contracts must be in a form approved by the Head of Democracy & Governance. An industry standard may be used subject to the additional clauses being added to meet the requirements of these Rules and to protect the Council's interests.

Every contract must specify the work, goods, supplies and services to be provided, the price and charging basis including any indexation, and the time in which the contract is to be performed.

Extension of contracts

A Contract may be cumulatively extended by up to 50% of the initial contract value. Contracts should include suitable clear, precise and unequivocal clauses to enable contracts to be extended or amended. The revised total value of a contract initially let below the EU Threshold must not exceed that Threshold value. The Head of Service, for contract extensions up to £25,000, and jointly with the Managing Director for greater values, may approve a contract extension. They must inform the relevant Portfolio Holder and, for values greater than £25,000, make a report to the next Cabinet meeting on the action taken.

Contract Formalities

Contracts not under Seal, including Purchase Orders, shall be completed as follows, subject to the relevant Scheme of Delegation:

Up to £50,000 - Signature by any one of the following: Head of Service or authorised representative; Head of Democracy & Governance; Managing Director; Director of Finance.

Above £50,000 (Excluding Sealing) Signature by any two of the following: Head of Service; Head of Democracy & Governance; Managing Director; Director of Finance.

Where risk and high value are relevant contracts should be under Seal subject to the advice of the Head of Democracy & Governance.

All contracts should be concluded formally in writing before the Supply, Service or Work begins, except in exceptional circumstances, and then only with the written consent of the Head of Democracy & Governance or Managing Director. An award letter or an intention to award letter is insufficient.

The Officer responsible for securing signature of the contract must ensure that the person(s) signing for the other contracting party has / have authority to bind it.

All contracts for the purchase of motor vehicles or mechanical plant irrespective of value must be in writing and must be signed by the Head of Service and at least one of the following: the Managing Director; the Director of Finance; the Head of Democracy & Governance (or their authorised representatives).

Sealing

A contract must be sealed where:

- The council may wish to enforce the contract more than six years after its end
- The contract is valued at more than £150,000

Where contracts are completed by each side adding their formal seal, such contracts shall be signed by the Head of Democracy & Governance or authorised nominee.

Every Council sealing will be consecutively numbered, recorded and signed. The seal must not be affixed without the proof that the appropriate authority to enter the contract has been obtained under the scheme of delegation.

Contract Surety

The Officer must consult the Director of Finance about the need for a Parent Company Guarantee (PCG), preferably from the Ultimate Parent Company, where a bidder is a subsidiary of a parent company and:

- The Total Value exceeds £150,000, or
- The award is based on the evaluation of the parent company, or
- There is some concern about the stability of the bidder.

The Officer must consult the Director of Finance about the need for a Bond where:

- The Total Value exceeds £1,000,000, or
- It is proposed to make stage or other payments in advance of receiving the whole of the subject matter of the contract and there is concern about the stability of the bidder.

Where a Bond is required it shall normally be for a sum equal to 10% of the total contract sum. The decision of the Director of Finance on the need for a PCG and / or the need for and the size of a Bond is final.

Remedies for non-performance

Contracts must include provisions for remedies in the event of non-performance including liquidated damages, other financial deductions and termination of the contract.

Every Contract which exceeds £50,000 in value and is for the execution of Works, shall provide for liquidated damages to be paid by the Contractor in respect of any delay in performing such work. This shall not apply where the Director of Finance determines that such remedy is not appropriate or necessary for a particular contract.

Prevention of Corruption

Everyone involved in a procurement process as employees or for or on behalf of the Council must comply with the Code of Conduct on the prevention of corruption. They must not invite or accept any gift, inducement or reward in respect of the evaluation, award or performance of any contract.

Any offer of a gift, inducement or reward must be declared whether or not it was accepted. High standards of conduct and probity are required. Corrupt behaviour is a criminal offence and may lead to dismissal.

Cartels are a potential concern and are a breach of competition law. They can influence the price paid for goods and services by the Council. Any suspicions about such activities must be reported to the Head of Democracy & Governance and the Director of Finance.

The following clause must be put in every written Council contract:

“The Council may terminate this contract and recover all its loss if the Contractor, its employees or anyone acting on the Contractor’s behalf do any of the following things:

- (a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other Council contract (even if the Contractor does not know what has been done), or
- (b) commit an offence under the Bribery Act 2010 or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972, or
- (c) commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members, contractors or employees.

Any clause limiting the Contractor’s liability shall not apply to this clause.”

Declaration of Interests

If it comes to the knowledge of a Councillor, an Employee of the authority or anyone acting as an Agent for or on behalf of the Authority that a contract in which he or she has a personal interest has been awarded or is proposed to be entered into by the council, he or she shall immediately give written notice to the Head of Democracy & Governance.

The Head of Democracy & Governance shall maintain a record of all declarations of interests notified by Councillors and Officers.

The Head of Democracy & Governance will ensure that every councillor signs and receives a copy of the Council’s Code of Conduct for Councillors.

Contract Management

All contracts must have a named contract manager, nominated by the Head of Service, for the entire duration of the contract.

The Head of Service must keep under review the skills and experience required and available for the good management of the contract.

Risk Assessment and Contingency Planning

Where the risk and financial value of the Contract is deemed appropriate, including all those above the EU Thresholds, contract managers must:

- prepare a Business Case
- undertake appropriate Risk Assessments
- maintain a Risk Register during the contract period
- ensure that mitigation and contingency measures are in place
- manage the contract in accordance with best practice
- have regard to end of contract reviews of other similar contracts

Contract Monitoring, Evaluation and Review

All contracts with a value above the EU Thresholds, or which are High Risk, should have a formal monthly or quarterly review with the contractor.

Throughout a contract period the Contract Manager must monitor:

- Contractor's performance
- Compliance with the Specification
- Compliance with the Programme
- Contract costs and Value for Money requirements
- Health and Safety compliance
- Risk Management.
- The Project Plan
- Client's resourcing of the contract

At the end of a contract period the Contract Manager must ensure:

- That all required Works, Supplies and Services have been completed
- The Final Account has been completed
- An End of Contract Review on the standard template has been completed

Late Payment Regulations and Prompt payment of sub-contractors

The Late Payment of Commercial Debts Regulations 2013 requires public authorities to pay within 30 calendar days following receipt of a valid and undisputed invoice. Simple interest is calculated equal to the sum of the Bank of England reference rate plus at least eight percentage points. The creditor is also entitled to a fixed charge of £40, £70 or £100 depending on the size of the debt (under £1,000, under £10,000, and higher), plus additional reasonable costs incurred.

As a public authority the Council, if a debt is not paid within the deadline, is obliged to automatically pay the outstanding amount that includes, daily interest for every day the payment is late based on 8 percentage points above the Bank of England's reference rate plus the fixed amount, depending on the size of the unpaid debt. The onus is on the Officer to pay a supplier on time and the supplier is not obliged to remind you that payment is outstanding.

Officers must include a clause in their contracts that requires contractors to pay their sub-contractors and suppliers within 30 days of receipt of a valid and undisputed invoice. This is to comply with the PCR2015 and to cascade good practice in public procurement supply chains. There must also be a requirement for a sub-contractor to include in any sub-contract which it in turn awards requirements to the same effect.

VAT

To avoid potential VAT loss and to enable the recovery of VAT officers must ensure that VAT invoices are sent and addressed directly to the Council. Officers must avoid situations where a 3rd party receives the taxable supply that the Council subsequently pays where the supporting evidence from a 3rd party shows their payee details. A failure to recover VAT is an unnecessary and additional budget pressure and is a cost to the project / spending department.

SMEs

PCR2015 have provisions to make procurements more accessible for smaller businesses and third sector providers. These include:

- A bar on using PQQs for below threshold procurements
- An encouragement to use Lots for larger contracts
- an obligation to publish opportunities on the Government's Contract Finder website for certain procurements. These include where an opportunity is advertised, so not when exercising a call-off from a framework for example, and where the contract value is over £25,000.

The Regulations require an Award notice to be published on Contracts Finder when:

- an OJEU Award notice is published
- an above EU threshold call-off under a framework is awarded
- a public contract over £25,000 is awarded

The Concession Contracts Regulations 2016

A Concession is a written contract for works or services where the consideration consists in the right to exploit the works or services or in that right together with payment and there is transfer of an operating risk to the concessionaire and a risk of exposure to the vagaries of the market.

The Regulations apply to Works and Services above the EU concessions threshold. The value of a concession is the estimated total turnover, net of VAT, generated by the concessionaire over the duration of the contract. The amount paid by the Council is not relevant. The method for estimating the value should be set out in the concession documents when the concession is advertised.

The Regulations limit the potential duration of concessions. Where the contract will exceed 5 years it cannot exceed the time a concessionaire could reasonably be expected to take to recoup the investment made plus a reasonable return on invested capital.

There is no formal prescribed procurement process but must comply with basic standards and principles and includes selection and award criteria, an OJEU Concession Notice, a standstill period and an OJEU Award notice

PCR2015 Procurement Procedures

The Public Contracts Regulations 2015 procurement procedures apply where the value of a contract exceeds the relevant EU threshold. These thresholds are reviewed from time to time by the EU. Up to date figures and advice on which threshold applies can be confirmed by the Corporate Procurement Manager.

The Regulations define the classification of "Supply", "Service" and "Works" contracts. Where a contract covers more than one classification it is usually classified according to its predominant purpose.

The Regulations define how the value of a contract is assessed for the purposes of the EU Thresholds. The various procurement procedures include some defined timescales which are mandatory. These include minimum times for the receipt of requests to tender and for receipt of tenders.

The OJEU Notice must be submitted in the prescribed form and be published in the Official Journal of the European Union (OJEU). The Corporate Procurement Manager can advise on the application of the Regulations.

Five procurement procedures are available for OJEU procurements regulated by the Public Contracts Regulations 2015:

Choice of Procedures:

Contracting authorities may apply open or restricted procedures or innovation partnerships as regulated.

Contracting authorities may only apply a competitive procedure with negotiation or a competitive dialogue with regard to works, supplies or services fulfilling one or more of the following criteria:

- the needs cannot be met without adaptation of readily available solutions;
- they include design or innovative solutions;
- the requirement is complex in nature, in its legal and financial makeup or because of its risks;
- the technical specifications cannot be established with sufficient precision;
- in response to an open or a restricted procedure where only irregular or unacceptable tenders are submitted.

Open procedure

All interested parties can submit a tender in response to the OJEU Notice. Tenders can be clarified following receipt but changes to the tender and any negotiations are not permitted. The open procedure is preferred but less likely to be appropriate where there is any complexity or if a high number of bids might be received.

Restricted procedure

Interested parties can submit an expression of interest in response to the OJEU Notice. A short listing exercise is carried out using a Pre Qualification Questionnaire (PQQ). Only those meeting the published evaluation criteria can be invited to tender. A minimum of five suppliers must be invited to tender unless fewer suitable candidates have met the criteria and there is sufficient number to ensure genuine competition. Tenders can be clarified following receipt with finalisation of contract terms but changes to the tender and any negotiations are not permitted.

Competitive Procedure with Negotiation (CPN)

Any party may express an interest in tendering and the authority will select potential bidders with whom to negotiate. Minimum requirements are set out at the beginning and cannot be changed during the process. The minimum requirements and the award criteria shall not be subject to negotiation

Only those meeting the required capabilities can be invited to tender. A minimum of three suppliers must be invited to tender unless fewer suitable candidates have met the criteria and there is sufficient number to ensure genuine competition.

Negotiation may take place:

- On all aspects other than the Minimum Requirements, such as quality, quantities, commercial clauses, social, environmental and innovative aspects.
- In stages with successive elimination by applying the award criteria.
- On all tender stages except the final stage, negotiation is not permitted on the final tender.

Competitive Dialogue (CD)

Many of the requirements for Competitive Dialogue are broadly similar to Competition with Negotiation, as noted above.

Final tenders may be clarified, specified and optimised. Negotiations may confirm financial commitments or other terms in the tender that do not materially modify essential aspects of the final tender or risk distorting competition or causing discrimination.

The recitals to the regulations note that CPN and CD should not be used for off-the-shelf services or products which can be provided by many different operators in the market.

It is good practice to have pre-market engagement with current and potential suppliers to identify the technical means of delivering the requirement and / or the legal / financial make-up of the project.

Innovation Partnerships

This procedure is aimed at encouraging the development of innovative products, services or works which are not already available on the market. The procurement process largely follows that for CPN.

Following award the structure of the process covers two parts, the development of the innovative product, service or works and then the purchase of the resulting supplies, services or works.

It should be structured in successive phases with intermediate targets and payments and provide an option to end the contract after each phase. The arrangements applicable to IPR should be set out in the procurement documents.

Version Control Information:

Document Status	Constitution	Mandatory
Document Owner	Head of Democracy & Governance	Carol Chen
Document Manager	Corporate Procurement Manager	Howard Hughes
Review	Annual review due:	July 2017
Version Control	Details	Date
v 1.0 – 4.0	Drafts for consultation	
v 5.0	Approved at Full Council	24 July 2013
v 6.0	Amendment page 4 re HR	Sept 2013
v 7.2	Amendments: CDM, Record of Exemptions, End of Contract actions, VAT, Version Control information added	December 2013
V 8.0	Updates from PCR2015	June 2016

Part A

Report to: Constitution Working Party
Date of meeting: 22 September 2016
Report of: Democratic Services Manager
Title: Length of motions

1.0 **Summary**

1.1 Following discussion at the Constitution Working Party meeting in June, work has been carried out for members to consider the length of time for motions or speeches during motions at a full Council meeting.

2.0 **Recommendations**

2.1 For Constitution Working Party to consider whether it wishes to make any recommendations to Council regarding motions.

Contact Officer:

For further information on this report please contact: Caroline Harris
telephone extension: 8372 email: caroline.harris@watford.gov.uk

Report approved by: Carol Chen

3.0 **Detailed Proposal**

- 3.1 At the meeting of the Constitution Working Party in June there was a discussion around the re-ordering of Council business to allow for substantive items to be listed before motions in the agenda. This was subsequently agreed at Council on 5 July 2016.
- 3.2 As part of the discussion for the above a concern was raised about motions being talked out of time towards the end of the meeting and a request was made to review the length of time which members can speak on motions.
- 3.3 Subsequently research has been carried out across Hertfordshire authorities and also Elected Mayor authorities to see what time limits are in place for speeches. The full tables can be seen at Appendix A.
- 3.4 Watford Borough Council's current procedure rules on motions is:
"No speech may exceed 10 minutes by a mover for a motion, with the exception of the speech moving the motion on the Council's budget in which case the mover may not exceed 20 minutes and no speeches by other Members shall exceed 5 minutes with the exception of speeches by leaders of opposition groups responding to the Budget in which case the speech shall not exceed 10 minutes. A Member may speak for longer than 5 minutes with the consent of the Council. The mover of an original motion in exercising the right of reply shall not exceed 5 minutes."
- 3.5 From the 24 councils looked at for comparison, six have 10 minutes for the councillor who is proposing the motion. For the remaining 18 councils 14 have 5 minutes for the proposer of the motion. The range of times is from 3-10 minutes.
- 3.6 For other speeches only one council allowed 10 minutes, 15 councils allow 5 minutes and eight councils allow 3 minutes.
- 3.7 Several councils make exceptions to these restrictions for the budget speeches at the annual budget setting meeting for both the proposer of the budget and leaders of opposition groups.
- 3.8 Some authorities place a restriction on the length of time allowed for the motions section. This has been done either through a blanket time allowed e.g., 30 minutes to deal with motions or as is the case at Liverpool City Council there are six 20 minute slots for motions.

4.0 **Implications**

4.1 **Financial**

4.1.1 None

4.2 **Legal Issues** (Monitoring Officer)

- 4.2.1 The Head of Democracy and Governance comments that there are no legal implications in this report. It is at Council's discretion as to the time it allocates for members to speak on business at council meetings.

Appendices

Appendix A – Comparison table
Appendix A1 – Elected Mayor Authorities
Appendix A2 – Hertfordshire Authorities

Background Papers

The following background papers were used in the preparation of this report. If you wish to inspect or take copies of the background papers, please contact the officer named on the front page of the report

WBC Constitution

File Reference

None

	Motion time limit (mins)	Mover of motion (mins)	Other speakers (mins)	Notes
Dacorum		10	5	
Three Rivers		10	5	
Bedford		10	10	
Doncaster		10	5	
Mansfield		10	5	
Salford		10	5	
Welwyn Hatfield		8	3	
Stevenage		6	3	Leader of Council and of Opposition may have 6 mins
Broxbourne	15 on individual motion, 30 mins in total	5	3	No time limit on budget speeches at annual budget setting meeting
East Herts	10	5	5	
HCC		5	5	First speaker from each political group after motion is moved gets 5 mins, rest get 3 mins inc. right of reply
North Herts		5	5	
St Albans		5	3	
Copeland		5	5	
Leicester		5	5	
Liverpool	6 x 20 min slots	5	3	
LB Hackney	30	5	5	Elected Mayor may speak for 10 mins
LB Lewisham		5	5	
LB Newham		5	3	
Middlesbrough		5	5	
North Tyneside		5	5	Budget setting up to 10 minutes for mover of Cabinet's proposals and movers of alternative proposals
Torbay		5	5	Apart from Mayor and leaders of political groups at annual budget setting meeting - 15 minutes
LB Tower Hamlets		4	3	
Bristol	30	3	3	

Length of motions – Elected Mayor Authorities

Bedford BC
No speech shall exceed ten minutes in length without the Council’s consent. Such consent shall be ascertained without debate and shall enable the member speaking to speak for an additional five minutes.
Bristol CC
If there are other motions or recommendations on the agenda that have not been dealt with in three hours 30 minutes, they will be deemed to fall. The Council will continue with the ‘golden motion’ process whereby the first motion received by the Proper Officer will be debated. Other motions may be debated but this will be determined by a ballot to be operated by the Proper Officer and will not include members of the party with the golden motion. Any other motions received will be itemised on the agenda with an explanatory note that they are unlikely to be reached within the available time. The time limit for debating motions is 30 minutes. Speeches must be directed to the question under discussion or to a personal explanation or point of order. No speech moving a substantive motion may exceed three minutes and no other speech shall last more than three minutes .
Copeland BC
Speeches must be directed to the question under discussion or to a personal explanation or to a point of order. No speech shall exceed 5 minutes except with the consent of Council. The Council may consent to an extension of a speech by a further period not exceeding five minutes and only one extension is allowed. The Chairman will have overall control of the content and number of speeches and will decide when a matter has been discussed enough for the debate to be closed and a vote taken.
Doncaster MBC
Except with the consent of the meeting signified without comment, the mover of a motion shall not speak for more than 10 minutes and no other speaker shall speak for more than 5 minutes. A Member who moves an amendment is not moving a motion, and the length of time allotted to the mover of a motion does not include any permitted under a Right of Reply.
Leicester CC
No speech shall exceed five minutes in length except where a motion for extension of time has been carried under the provisions of Rule 22.

22. EXTENSION OF TIME

- (a) A motion for an extension of time shall be moved, seconded and put to the vote without discussion, subject to rule (d) below.
- (b) The motion shall specify the length of the extension but no extension shall exceed ten minutes, and in the absence of any lesser period being specified, any extension shall be presumed to be for five minutes.
- (c) No more than two extensions of time may be moved in relation to a single speech.
- (d) Where the City Mayor is addressing the Chamber (i) to explain the annual Budget or (ii) to explain a matter of Executive policy he/she shall not be required to move a motion but shall be permitted to indicate to the Lord Mayor, before the expiry of 5 minutes, that he wishes to address the Chamber for up to 10 further minutes.

Liverpool CC

6x 20 minute slots for Members of the Council to have 6 motions debated.
Motions must be received with 5 clear working days notice (day before agenda goes out)
6 slots cannot be allocated to the same member and subject matter must be different. Motions will be recommended for debate to Council following the whips meeting.
Movers can speak for 5 minutes, other speakers for 3 minutes (with 2 minutes extension at the discretion of the Lord Mayor).

LB Hackney

At the end of the meeting, the remaining business on the agenda shall be dealt with as follows:

- i. If a report, a motion or an amendment to a motion is still being discussed, the member speaking at the time may continue speaking for the remainder of the time allowed for speeches under these rules;
- ii. the relevant Member who moved the report or substantive motion shall have a right of reply before the motion or amendment is put to the vote.

No other right to reply is allowed;

The total time for consideration of motions shall not exceed 30 minutes.

The Speaker will decide on the length of speeches, generally no speech may exceed 5 minutes without the consent of Full Council, save that the Elected Mayor may speak for up to 10 minutes.

LB Lewisham

Those making speeches must direct their speech to the issue under discussion. No speech may exceed five minutes without the consent of the Chair.

LB Newham
When introducing a motion, the mover may speak for up to 5 minutes. No other speech shall last for more than three minutes without the permission of the meeting (except where these Rules provide for special arrangements). This rule does not apply to announcements or the presentation of reports.
LB Tower Hamlets
Speeches must be directed to the matter under discussion or to a personal explanation or point of order. No speech may exceed 3 minutes without the consent of the Speaker except for the proposer of any motion who shall be allowed up to 4 minutes.
Mansfield DC
Speeches from members on a motion must be directed to the question under discussion or to a personal explanation or point of order. No speech may exceed five minutes without the consent of the Chairman with the exception of the proposer of a motion who may have up to 10 minutes to explain the purpose of that motion.
Middlesbrough BC
Speeches must be directed to the motion under discussion or to a personal explanation or point of order. No speech may exceed 5 minutes without the consent of the Chair.
North Tyneside MBC
Speeches must be directed to the question under discussion or to a personal explanation or point of order. With the exception of the budget setting Council meetings, no speech may exceed five minutes without the consent of the Chair. At the appropriate budget setting meetings, up to 10 minutes will be allowed for the mover of the Cabinet's proposals and the mover(s) of any alternative proposals to speak.
Salford CC
Speeches must be directed to the question under discussion or to a personal explanation or point of order. No speech may exceed 10 minutes (where the Member is moving a motion) or 5 minutes (in all other cases).
Torbay UA
No speech may exceed five minutes without the consent of the Chairman/woman except the opening speeches on the revenue budget by the Elected Mayor and the leaders of each political group at the annual budget setting meeting, which shall not exceed fifteen minutes without the consent of the Chairman/woman.

Length of motions – Hertfordshire Authorities

Broxbourne

The time spent on debating any individual motion shall be limited to 15 minutes and the time spent debating all motions shall not exceed 30 minutes except where in the opinion of the Mayor the matters under debate or to be debated are of such importance or urgency that immediate consideration at the meeting is essential either in the public interest or for the proper conduct of the Council's affairs.

If there is more than one motion to be considered, the Council shall first decide on the order of consideration and no more than 2 motions will be considered.

Speeches must be directed to the issue under discussion or to a personal explanation or point of order. No speech of a mover may exceed 5 minutes and any other member 3 minutes without the consent of the Mayor. This rule shall not apply to the mover and seconder of the main budget debate or to the mover and seconder of the main amendment(s) to the budget speech at the annual Budget Setting meeting set out at rule 2A above where there shall be no time limit on those speakers which may proceed until a motion pursuant to rule 13j is approved by the meeting.

Dacorum

Speeches must be directed to the question under discussion or to a personal explanation or point of order. No speech may exceed 10 minutes in the case of a mover of a motion and 5 minutes in the case of any other speaker without the consent of the Mayor.

East Herts

The time allowed for consideration of motions submitted shall not, without the consent of the Council, exceed 10 minutes.

Any remaining motions submitted shall be deferred to the next ordinary meeting of the Council and shall be dealt with at that meeting in the same order and before any other motions of which notice is given for that meeting.

Speeches must be directed to the question under discussion or to a personal explanation or point of order. No speech may exceed 5 minutes without the consent of the Chairman.

Hertfordshire County Council

Time Limits - Speeches

(11) (a) The time limits for speeches shall be as follows:

(i) for the mover of a motion when moving the motion: 5 minutes;

(ii) subject to Standing Order 14(11)(b), for the first speaker to a motion (after the

mover of the motion) from each political group other than the political group to which the mover of the motion belongs: 5 minutes;

(iii) in all other cases, including the exercise of a right of reply under Standing Order 12: 3 minutes.

(b) The leader of a political group may nominate in writing to the Chairman prior to the meeting another member of his/her political group to have the ability to speak for 5 minutes in relation to a motion in the place of the first speaker from that political group.

(c) The Chairman may vary the time limits under Standing Order 14(11)(a)(i) to (iii) above at his/her discretion.

(d) Debate on a motion relating to the Executive Report under Standing Order 7, or any amendment relating to such a motion, shall not continue after the end of the period of 2 hours from the start of the Council's consideration of the Executive Report ("the 2 hour period") and immediately after the end of the 2 hour period the Chairman shall take the following steps:

(i) put any motion or amendment then under debate to the vote without further discussion and without giving the mover of the motion the right of reply under Standing Order 12;

(ii) if an amendment was under debate at the end of the 2 hour period, having put the amendment to the vote, put the original (or amended) motion to the vote without further discussion and without giving the mover of the motion the right of reply under Standing Order 12;

(iii) require any motion(s) listed in the order paper which have not been moved to be formally moved and seconded without further discussion;

(iv) in relation to each such motion as is referred to in (iii) above, require any amendment(s) listed in the order paper to be formally moved and seconded without further discussion;

(v) in relation to each such motion as is referred to in (iii) above, first to put any amendment to the vote and then, having put the amendment to the vote, put the original (or amended) motion to the vote, in all cases without further discussion.

(e) No motion relating to the Executive Report shall be moved within 20 minutes before the end of the 2 hour period.

North Herts

No speech may exceed 5 minutes without the consent of the Chairman.

St Albans

9.2 Interruption of the meeting

If the business of the meeting has not been concluded by 10.45 pm, a bell will be

rung and the member speaking must immediately sit down. The Mayor must interrupt the meeting and call for the vote immediately on the item under discussion. The vote will then be taken in the usual way without any further discussion.

9.3 Motions and recommendations not dealt with

If there are other motions or recommendations on the agenda that have not been dealt with by 10.45pm, they are deemed formally moved and seconded (together with any amendments). No speeches will be allowed on these items and the vote will be taken in the usual way.

No speech made by the proposer of a motion may exceed five minutes and no other speech may exceed three minutes without the consent of the Mayor.

Stevenage

Mover of a motion – 6 minutes
Seconder of a motion – 6 minutes
Leader of the Council – 6 minutes
Leader of the Opposition – 6 minutes
All other speakers – 3 minutes
Right of reply – 3 minutes

Three Rivers DC

Except with the consent of the Council a Member moving a motion shall be entitled to speak for not more than ten minutes, but, except as aforesaid, no Member shall speak for more than five minutes.

Welwyn Hatfield BC

No speech may exceed 3 minutes without the consent of the Mayor except that the proposer of any motion shall have 8 minutes.

Part A

Report to: Constitution Working Party
Date of meeting: 22 September 2016
Report of: Democratic Services Manager
Title: Members of the public speaking at meetings

1.0 **Summary**

1.1 Members of the public are able to come and speak at committee meetings. This report is to consider whether the constitution should be changed to state that for Standing Committees, including Cabinet, the speakers should be Watford Borough residents.

2.0 **Recommendations**

2.1 For the Constitution Working Party to consider whether it wishes to make any recommendations to Council regarding public speaking at meetings.

Contact Officer:

For further information on this report please contact: Caroline Harris
telephone extension: 8372 email: caroline.harris@watford.gov.uk

Report approved by: Carol Chen

3.0 Detailed Proposal

3.1 Currently with regards to the public speaking at meetings (not including Licensing and Development Management or scrutiny Committees) the constitution states the following in the Standing Committees procedure rules:

“10.0 Procedure in relation to the public being permitted to speak at committees

10.1 The Council has adopted the following Procedure to allow public speaking at committees, with the exception of Development Management and Licensing Committees which are dealt with in the Procedure Rules below and any items appearing in Part B of a committee agenda.

10.2 Only 1 person will be permitted to speak on any one item on the agenda. In order to speak a person must register their intention to do so by 12:00 noon of the day of the meeting with the Democratic Services team. Entitlement to speak will be strictly on a first come first served basis.”

3.2 Members may wish to consider adding to the wording at 10.1 to state that:
“The Council has adopted the following Procedure **for members of the public who are residents of the Borough to speak** [~~to allow public speaking~~] at committees...”
This would be to ensure that residents of the borough have the opportunity to speak at meetings if they wish and would be given priority as there can only be 1 speaker. As the rules currently stand a non-resident could register first to speak ahead of a resident.

3.3 Members may wish to add a caveat that if a non-resident wished to speak who could demonstrate that they had a valid interest in the item under discussion then it would be considered at the Chair’s discretion whether they could speak.

3.4 This would not apply to the regulatory committees (Development Management and the Licensing committees) as developers may be from outside the borough and also representatives of licensed premises may also be non-residents. These committees have their own protocol within the constitution.

3.5 Scrutiny committees also have their own procedure rules with regards to speaking at meetings.

4.0 Implications

4.1 Financial

4.1.1 None

4.2 **Legal Issues** (Monitoring Officer)

- 4.2.1 The Head of Democracy and Governance comments that it is for council to determine whether it wishes to permit members of the public to speak at meetings, other than licensing sub committees where regulations govern how hearings are conducted.

Appendices

No appendices

Background Papers

The following background papers were used in the preparation of this report. If you wish to inspect or take copies of the background papers, please contact the officer named on the front page of the report

WBC Constitution

File Reference

None

Report to: Constitution Working Party
Date of meeting: 22 September 2016
Report of: Committee and Scrutiny Support Officer (AG)
Title: Appointment of the Chair of the Community Safety Partnership Task Group

1.0 Summary

- 1.1 The Community Safety Partnership Task Group scrutinises the work of the local Community Safety Partnership and reports to the Overview and Scrutiny Committee.
- 1.2 The Chair of the group is elected annually at its first meeting in the municipal year. This report proposes a change to this procedure to enable the Chair to be in place in advance of this meeting to enhance consultation in the preparation of the group's annual work programme.

2.0 Recommendation

- 2.1 The Constitution Working Party recommends to Council that the Chair of the Community Safety Partnership Task Group be appointed by the Overview and Scrutiny Committee when determining the task group's membership.

Contact Officer:

For further information on this report please contact: Alan Garside, Committee and Scrutiny Support Officer.

Telephone extension: 8376 email: alan.garside@watford.gov.uk

Report approved by: Carol Chen, Head of Democracy and Governance

3.0 Detailed Proposal

- 3.1 There is a statutory requirement for Councils to scrutinise the work of local Community Safety Partnerships (CSP's) and the Community Safety Partnership Task Group carries out this function within Watford Borough Council.
- 3.2 The Task Group meets two or three times a year (the first meeting in September or October) and examines the activities of the Watford CSP - and where responsible

authorities and participating organisations in the partnership provide information on their role and performance. The structure allows for members to scrutinise what is being done under the various community safety action plans.

- 3.3 Membership of the task group is determined annually by the Overview and Scrutiny Committee; with the Chair of the group elected by task group members at the group's inaugural meeting in the municipal year. As agreed at Council 20 May 2015 the Chair of the CSPTG should also be a member of the Overview and Scrutiny Committee.
- 3.4 Not having the Chair elected until this first meeting presents difficulties in carrying out appropriate consultation in the preparation of the task group's draft annual work programme (which is agreed by members at this first meeting). Practice has shown that engaging with the Chair of scrutiny forums at an early stage provides an effective mechanism to reflect on potential areas for examination.
- 3.5 For example, consultation takes place with the Chair of the Council's Outsourced Services Scrutiny Panel in advance of its first meeting. In this instance the Chair is appointed at Annual Council - and Democratic Services liaise with the new Chair before the initial meeting to deliberate on which outsourced contracts and shared services should be scrutinised during the year. A proposed programme is then drafted and this is presented to the panel for consideration at the meeting.
- 3.6 It is suggested that a similar approach should apply to the Community Safety Partnership Task Group - but in this case the Chair be appointed by the Overview and Scrutiny Committee at its meeting in June subsequent to Annual Council (after agreeing the group membership and nomination by a member of the committee). This would provide a suitable time frame for the Chair to be consulted (and a draft work programme produced) in advance of the first task group meeting. However, it is stressed that the work of the Chair would be kept to a minimum.
- 3.7 It is considered that by adopting this methodology the task group's work programme would be more comprehensively formulated and properly reflect member requirements; with the scrutiny function enhanced as a result. This would be to the betterment of the CSP, the Council and the people of Watford.

4.0 **Implications**

4.1 **Financial**

4.1.1 None

4.2 **Legal Issues** (Monitoring Officer)

4.2.1 The Head of Democracy and Governance comments that there are no legal implications in this report.

4.4 Potential Risks

Potential Risk	Likelihood	Impact	Overall score
Chair unable to be consulted	1	4	4
Insufficient time for consultation	1	3	3
Inadequate information to consider	1	3	3
No areas for scrutiny identified	1	4	4
Task Group does not agree work programme	1	4	4
Statutory duty to scrutinise not complied with	1	4	4

4.5 Staffing

4.5.1 None

4.7 Community Safety

4.7.1 The Task Group has a statutory duty to scrutinise the work of the local community safety partnership.

Appendices

- None.

Background Papers

- No papers were used in the preparation of this report.

File Reference

- None

Part A

Report to: Constitution Working Party
Date of meeting: 22 September 2016
Report of: Democratic Services Manager
Title: Webcasting at meetings

1.0 **Summary**

1.1 At the last Constitution Working Party meeting in June the issue of webcasting was raised. Further research has been carried out for members to consider whether to pursue this further.

2.0 **Recommendations**

2.1 For the Constitution Working Party to consider whether it wishes to further pursue webcasting.

Contact Officer:

For further information on this report please contact: Caroline Harris
telephone extension: 8372 email: caroline.harris@watford.gov.uk

Report approved by: Carol Chen

3.0 **Detailed Proposal**

- 3.1 Webcasting of council meetings is becoming more commonplace amongst local authorities and of course nationally parliament is televised.
- 3.2 Webcasting meetings can allow local democracy to be opened up to residents (and beyond) who may be interested in issues being discussed, without them having to be present at the meeting in the Town Hall to watch the decisions being taken.
- 3.3 An archive may also be kept for a period to allow access subsequent to the meeting for people to watch at their leisure.
- 3.4 There are various companies which can provide this service. However, the sound system which the council presently has in the chamber is capable of webcasting with the addition of cameras and a further piece of software. There would be several cameras which would be activated by the sound system to focus on the person speaking.
- 3.5 A council which uses a similar system to Watford is the London Borough of Hillingdon where they have attached cameras to their Brahler sound system. Their meetings can be viewed on You Tube: <https://www.youtube.com/user/hillingdonlondon> .
- 3.6 An issue for consideration will be the listed status of the interior of the council chamber including fixtures and fittings. The Urban Design and Conservation Manager has advised that the cameras should be small and discreet and the wiring should be located behind the panels to minimise the visual impact.
- 3.7 Other neighbouring authorities who webcast their meetings are St Albans and Hertsmere.
- 3.8 Hertsmere has been webcasting since 2005 and their viewing figures have steadily increased over the following years. They webcast their council, executive, planning committee, local strategic partnership and community safety partnership meetings. From 2005-2014 their average live viewings have been 395 per year.
- 3.9 St Albans has an average of 20 viewings per live broadcast with an average total viewing of 250 including the archive.
- 3.10 Webcasting would not replace taking formal minutes at the meeting to record the decisions and discussion but would be an additional tool to allow more residents to observe the decision making process.
- 3.11 As the cameras would be set up in the chamber the main meetings that would be webcast are full Council and Development Management Committee. These tend to be the meetings which attract the largest number of members of the public attending and

also the press. Facilities are looking at replacing the sound system in the committee rooms, if members wished to explore webcasting in the committee rooms this would need to be investigated and would require additional expenditure.

4.0 **Implications**

4.1 **Financial**

4.1.1 The estimated costs for cameras, hardware, software, cabling and installation in the council chamber are in the region of £14,500. Officers are investigating whether this can be covered by existing capital budgets otherwise there would need to be a growth bid submitted if members wish to pursue webcasting.

4.2 **Legal Issues** (Monitoring Officer)

4.2.1 The Head of Democracy and Governance comments that currently members of the public are legally entitled to film meetings of the council. By web casting the council would control the content of the filming.

Appendices

No appendices

Background Papers

The following background papers were used in the preparation of this report. If you wish to inspect or take copies of the background papers, please contact the officer named on the front page of the report

WBC Constitution

File Reference

None

