



Date: 25 October 2011  
Your reference :  
Our reference : LAS/JG/LT  
Ask for : Julie Grundy

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**To: Members and Officers of  
the Shared Revenues and Benefits Service Joint Committee**

**Councillors Rankin and Rawlinson (Preston)  
Councillors Blamire and Bryning (Lancaster)**

Dear Sir/Madam

## **Shared Revenues and Benefits Service Joint Committee - 1 November 2011**

I am now able to enclose, for consideration at the above meeting, the following reports which were unavailable when the agenda was printed.

### **Agenda No    Item**

**4.            Delegations and Procedure Rules (Pages 1 - 18)**

Report enclosed.

**6.            Administrative Arrangements (Pages 19 - 22)**

Report enclosed.

Yours faithfully

*Angela Harrison*

**Governance Director**

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<b>Report to Shared Revenues &amp; Benefits Service - Joint Committee</b> <b>Meeting to be held on 1 November 2011</b>	<b>Electoral Ward Affected</b> <b>ALL</b>
<b>Report submitted by: Governance Director</b>	
<b>DELEGATION AND PROCEDURE RULES</b>	

## 1. Summary

- 1.1 This report proposes approval of a scheme of delegation from the Joint Committee to officers in the Revenues and Benefits Shared Service. It also proposes that the Joint Committee appoints an officer from Preston City Council, as host authority, to act as Secretary to the Joint Committee.
- 1.2 The report also proposes that the Joint Committee approves rules to govern the conduct of its meetings and proceedings.

## 2. Decision Required

- 2.1 The Joint Committee is requested to:
  - (i) delegate its Revenues and Benefits functions to the Assistant Director (Head of Revenues & Benefits), as set out in Appendix 1 to this report;
  - (ii) adopt rules 10, 11, 13 to 17 (save rules 16.1, 16.3 and 16.4) and 19 to 22 (save rule 20.1) of the Council Procedure Rules of Preston City Council to regulate its business and proceedings; and
  - (iii) appoint a Secretary to the Joint Committee.

## 3. Information

- 3.1 When Preston and Lancaster City Councils' established the Joint Committee to carry out, on their behalf, some of their revenues and benefits functions both Cabinets delegated those functions to the Joint Committee. Now that the shared service has been implemented it is necessary for the Joint Committee to consider delegating those functions to the Assistant Director (Head of Revenues & Benefits), in order for the day to day operational business to run efficiently and effectively. Attached at Appendix 1 to this report is a proposed scheme of delegation.
- 3.2 It should be noted that whilst policy and strategy development is a relevant function for the shared service, the approval of policies have been retained by each Council. Therefore, those policies that are currently approved by the Cabinet will be still approved

by each Cabinet separately. The approval of a policy will be notified to the Joint Committee as soon as is reasonably practicable, and the Joint Committee will give effect to such policies through the exercise of its delegated powers.

- 3.3 The Shared Revenues and Benefits Agreement (“the Agreement”) sets out provisions relating to the conduct of meetings and proceedings of the Joint Committee. A copy of those provisions is attached at Appendix 2 to this report. The Agreement provides that the Joint Committee can make Standing Orders for the regulation of its business and proceedings, and may vary or revoke those Standing Orders, subject to any provisions contained within the Agreement. It is suggested that the Joint Committee adopts those rules from Preston City Council’s Council Procedure Rules, which are applicable to committees/sub-committees but are not covered in the Agreement, namely rules 10, 11, 13 to 17 (save rules 16.1, 16.3 and 16.4) and 19 to 22 (save rule 20.1) to regulate its business and proceedings. Any reference in the rules to ‘the Council’ and ‘the Mayor’ should be read as ‘the Joint Committee’ and ‘the chair/person presiding’ as appropriate. A copy of the rules is attached at Appendix 3 to this report. Provisions in the Agreement will prevail if there is any inconsistency between them and the adopted rules.
- 3.4 Further, the Agreement provides that “The Joint Committee shall appoint a Secretary from the officers of the Councils”. The Secretary to the Joint Committee will be responsible for attending to the service of summonses to members of the Joint Committee, producing the agenda and minutes of the Joint Committee (and any Sub Committees), and be responsible for matters relating to governance, access to information in relation to meetings of the Joint Committee and proprietary.
- 3.5 The Agreement provides that the cost of the Secretary will not be at the expense of the Joint Committee. It is therefore suggested that as Host Authority, the Head of Member Services at Preston City Council be appointed as Secretary to the Joint Committee.

#### **4. Implications**

##### **4.1 HR**

The role of secretary to the Joint Committee can be managed by Preston’s Head of Member Services within existing resources.

##### **4.2 Legal**

The Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations provide that a Joint Committee exercising executive functions can arrange for the discharge of any of its functions to be carried out by an officer of the Council.

Under the terms of the Shared Revenues and Benefits Service Agreement the Joint Committee is obliged to appoint a secretary to ensure that the administration to the Joint Committee is carried out effectively.

The Shared Revenues and Benefits Agreement sets out provisions relating to the conduct of meetings and proceedings of the Joint Committee. The Agreement further provides that the Joint Committee can make Standing Orders for the regulation of its

business and proceedings, and may vary or revoke those Standing Orders, subject to any provisions contained within the Shared Revenues and Benefits Agreement.

4.3 Finance

Approval of write-offs of bad debts is within the scope of the write-off policies established by each Council to be delegated to the Assistant Director (Head of Revenues & Benefits).

**5. Impact Statement**

5.1 The delegation of relevant decisions would ease the administrative function in carrying out duties relating to the collection of Local taxation and administration of benefits. These decisions would fall within the discretion of the Assistant Director (Head of Revenues & Benefits), thus removing any technical uncertainty as to responsibility.

5.2 Whilst, Revenues and Benefits is a front line service impacting upon all members of society, the decisions requested would have no direct impact on service users.

5.3 As part of the project management arrangements for the shared service a risk register is maintained and reviewed on a regular basis to ensure that risks are being managed appropriately.

5.4 Preston City Council's living wage and fair employment does not apply to this collaborative arrangement.

**6. Reason for Inclusion in Part B**

6.1 N/A

**Background Documents:**

Background documents open to inspection in accordance with Section 100D of the Local Government Act 1972:

Paper	Date	Contact/Directorate/Ext
Report to Cabinet – Shared Services for Revenues and Benefits	6 April 2011	Angela Harrison Governance Director 01772 906770
Report to Cabinet – Shared Services for Revenues & Benefits	19 April 2011	Nadine Muschamp Head of Financial Services 01524 582138

**Contact for further information:**

Angela Harrison 01772 906770

Governance Director

**Appendix 1**

**FUNCTIONS DELEGATED**

The following functions are delegated by the Shared Revenues & Benefits Service - Joint Committee to the Assistant Director (Head of Revenues & Benefits):

1. The maintenance of databases in administering Revenues and Benefits
2. The billing, collection and recovery of Council Tax and Non-Domestic Rates
3. The administration, assessment and payment of Housing Benefit and Council Tax Benefit
4. To secure the gateway to Benefits and the identification of fraud and error, including investigation and determination of sanctions save for prosecutions
5. The recovery of arrears of repayment of Housing Benefit and Council Tax Benefit overpayment
6. The compilations of returns to central Government relating to Revenues and Benefits (to be signed off by s151 officer)
7. The provision of administration and support services relating to Revenues and Benefits when appropriate
8. To approve discretionary Housing Payments
9. To approve applications for mandatory relief, discretionary relief for Non-Domestic Rates and Council Tax, including hardship and partial occupation
10. The recommendation and administration of any write-offs of bad debts within the scope of the write-off policies established by each Council
11. Prepare benefit subsidy claims
12. Provide any additional functions that may be conducive to carrying out the shared service for Revenues and Benefits
13. Respond to all requests for information in accordance with the Freedom of Information Act 2000 in respect of the functions delegated to the Joint Committee (whether such requests are addressed to the Joint Committee or any Partner Council)

The functions hereby delegated to the Assistant Director (Head of Revenues & Benefits) must be exercised subject to any proposed expenditure being contained in the annual Revenues and Benefits budget approved by the Councils and any proposed activities being within the Business Plan approved by the Councils provided that it complies with the relevant financial procedure rules of the Joint Committee.

**Appendix 2**

**RULES FOR THE CONDUCT OF MEETINGS AND PROCEEDINGS  
OF THE JOINT COMMITTEE**

**1. ANNUAL MEETING**

- 1.1 The Joint Committee shall in every year hold an Annual Meeting.
- 1.2 The first meeting held after 30 June in any Year shall be the Annual Meeting.
- 1.3 The Annual Meeting shall be held not later than 31st July every Year.
- 1.4 The Joint Committee may in every year hold in addition to the Annual Meeting such other meetings as they may determine.

**2. APPOINTMENT OF CHAIRMAN AND VICE CHAIRMAN**

- 2.1 Subject to paragraph 2.4 below, the Joint Committee shall at their first meeting and thereafter at their Annual Meeting appoint one of their members to be Chair who shall, unless he resigns his office or ceases to be a member of the Joint Committee, continue in office for a period of one year or until his successor becomes entitled to act.
- 2.2 In the case of an equality of votes in respect of the appointment of a Chair the person presiding at the meeting shall have a casting vote in addition to any other vote he may have.
- 2.3 The Joint Committee shall at their Annual Meeting appoint one of their members to be Vice Chairman who shall, unless he resigns his office or ceases to be a member of the Joint Committee, continue in office for a period of one year or until his successor becomes entitled to act.
- 2.4 The office of Chairman (otherwise than to fill a casual vacancy) shall be held by an appointee of each Council in rotation.

**3. CASUAL VACANCIES**

- 3.1 On a casual vacancy occurring in the office of Chair or Vice Chair of the Joint Committee the vacancy shall be filled by the appointment by the Joint Committee of one of their members at the next meeting and the person so appointed shall hold office until the date upon which the person in whose place he is appointed would regularly have retired.

**4. CONDUCT OF MEETINGS**

- 4.1 At a meeting of the Joint Committee the Chair if present shall preside.
- 4.2 If the Chair is absent for a meeting of the Joint Committee the Vice Chair shall preside.
- 4.3 If both the Chair and Vice Chair of the Joint Committee are absent another member of the Joint Committee chosen by a majority of the members of the Joint Committee present and voting shall preside as Chair for that meeting.
- 4.4 The member presiding at the meeting of the Joint Committee may exercise any power or carry out any duty of the Chair.

**5. CALLING OF MEETINGS**

- 5.1 The Secretary of the Joint Committee shall summon the members to such meetings as may:
- 5.1.1 have been agreed in accordance with paragraph 1.4;
  - 5.1.2 be called by the Chair of the Joint Committee or, if the office of Chair is vacant, the Vice Chair of the Joint Committee at any time;
  - 5.1.3 be requisitioned by any two members of the Joint Committee giving notice in writing signed by them to the Secretary of the Joint Committee specifying the nature of the business to be transacted, or
  - 5.1.4 be requisitioned by any Council giving notice in writing to the Secretary of the Joint Committee specifying the nature of the business to be transacted and signed by the Chief Executive or proper officer of that Council.
- 5.2 Unless the persons giving notice requisitioning a meeting in accordance with paragraph 5.1.3 or paragraph 5.1.4 agree to a later date any meeting consequent upon such a requisition shall so far as practicable be held within 10 working dates of the date of receipt of the requisition by the Secretary to the Joint Committee.
- 5.3 At least five clear working days before a meeting of the Joint Committee
- 5.3.1 notice of the time and place of the intended meeting shall be published at the offices of each Council and
  - 5.3.2 subject to paragraph 5.4 below a summons to attend the meeting, specifying the agenda for that meeting and signed by the Secretary to the Joint Committee shall be sent to:
    - 5.3.3 every member of the Joint Committee, and
    - 5.3.4 the proper officer of each Council either by sending by first class mail to the usual place of residence of the member (or principal office address of each Council) or by sending an electronic copy by e-mail to any e-mail address notified to the Secretary of the Joint Committee for that purpose.
- 5.4 In the event that at least four members of the Joint Committee give notice to the Secretary that an urgent meeting should be convened within five working days, identifying the special circumstances necessitating such meeting, then subject to the agreement of the monitoring officer of the Host Authority the meeting shall be so convened.
- 5.5 Lack of service of the summons in accordance with paragraph 5.3.2 shall not affect the validity of a meeting.
- 5.6 No business shall be transacted at a meeting requisitioned by the members of the Joint Committee or by any Council other than that specified in the agenda.

**6. NOMINATED OFFICERS TO ATTEND**

- 6.1 The Chief Executive and the Section 151 Officer and Monitoring Officer or their nominated officer of each Council and the Head of Shared Service shall be entitled to attend every meeting of the Joint Committee.

**7. MEETINGS IN PUBLIC**

- 7.1 Meetings of the Joint Committee shall be held in public except in respect of any item where the agenda for the meeting indicates that the public will be excluded in accordance with the provisions of the Local Government Act 1972 and the Joint Committee so resolves.



**8. QUORUM**

- 8.1 No item of business shall be transacted at a meeting of the Joint Committee unless at least two members from each Council are present.
- 8.2 During any meeting of the Joint Committee , if the Chair counts the number of members present and declares that there is not a quorum present, then the meeting will adjourn immediately. Remaining business will be considered at a time and date fixed by the Chair. If the Chair does not fix a date, the remaining business will be considered at the next ordinary meeting of the Joint Committee.

**9. PROCEEDINGS OF MEETINGS**

- 9.1 Minutes of the proceedings of every meeting of the Joint Committee shall, subject to paragraph 9.2, be drawn up and signed at the next following meeting of the Joint Committee by the person presiding thereat and any minute purporting to be so signed shall be received in evidence without further proof. The only part of the minutes which can be discussed is their accuracy.
- 9.2 Notwithstanding anything in any enactment or rule of law to the contrary, the minutes of the proceedings of the Joint Committee may be recorded on loose leaves consecutively numbered, the minutes of the proceedings of any meeting being signed and each leaf comprising those minutes being initialled at the next following meeting of the Joint Committee by the person presiding thereafter and any minute purporting to be so signed shall be received in evidence without further proof.
- 9.3 Until the contrary is proved, where a minute of any meeting of the Joint Committee has been made and signed in accordance with this paragraph, the Joint Committee shall be deemed to have been duly constituted and to have had power to deal with the matters referred to in the minute, the meeting shall be deemed to have been duly convened and held and the members present at the meeting shall be deemed to have been duly qualified.
- 9.4 A copy of the minutes of the proceedings at each meeting of the Joint Committee shall be sent to the proper officer of each Council within fourteen days after the date of the meeting at which they are signed.
- 9.5 Each member of the Joint Committee present at a meeting of the Committee shall have one vote on any question arising before the Joint Committee.
- 9.6 Subject to paragraph 9.7 all questions coming or arising before the Joint Committee shall be decided by a majority of the members of the Joint Committee present and voting thereon at a meeting of the Committee.
- 9.7 In the case of an equality of votes, the person presiding at the meeting shall have a casting vote.
- 9.8 The method of voting at meetings of the Joint Committee shall be by show of hands and on the requisition of any member of the Joint Committee and seconded by one other member of the Joint Committee made before the vote on any question is taken the voting shall be recorded to show whether each member present and voting gave his vote for or against that question. Any member shall be entitled on request to have his dissenting vote recorded.
- 9.9 The names of the members present at the meeting of the Joint Committee shall be recorded.

**10. STANDING ORDERS AND ACCESS TO INFORMATION LEGISLATION**

- 10.1 Subject to the provision of this Schedule the Joint Committee may make Standing Orders for the regulation of their proceedings and business and may vary or revoke any such Standing Orders.
- 10.2 The provisions of the Local Government Act 1972 and the Local Government Act 2000 relating to public access to meetings and access to information apply to the proceedings of the Joint Committee and any sub committee.

**11. SUB-COMMITTEES**

The provisions of Schedule 1 other than those relating to Annual Meetings and the number of members forming a quorum shall apply in the same way to meetings of sub-committees as they do to meetings of the Joint Committee. The Chairman and Vice Chairman may be appointed by the Joint Committee or by the Sub Committee.

**12. JOINT COMMITTEE MEMBERSHIP**

- 12.1 The Leader of each Council shall appoint two Executive Members to be members of the Joint Committee and other Executive Members to be substitute members of the Joint Committee.
- 12.2 Unless the Executive of either Council directs otherwise, the Joint Committee may appoint one or more sub-committees and determine their terms of reference, membership and quorum. Any sub-committee shall comprise such number of Members of the Joint Committee as the Joint Committee may determine from time to time provided that a sub-committee shall comprise an equal number of persons appointed by each Council.
- 12.3 The Chief Executive or other nominated officer of each Council shall notified appointment of members and substitute members of the Joint Committee in writing to the Secretary of the Joint Committee.
- 12.4 The Leader of each Council may at any time remove and replace any member so appointed to the Joint Committee.
- 12.5 A Member of the Joint Committee may resign his membership by sending notice in writing to the Chief Executive or other nominated officer of the Council by whom the appointment was made who shall inform the Secretary to the Joint Committee accordingly.
- 12.6 Any vacancy shall be filled as soon as possible by the relevant Council Leader.
- 12.7 A Member shall cease to be a member of the Joint Committee and of any sub-committee thereof if he ceases to be an Executive Member of the Council by whom he was appointed or to be eligible for appointment to the Joint Committee.
- 12.8 A named substitute shall be entitled to attend, speak and vote as if an ordinary member of the Joint Committee or any sub-committee, where 24 hours' notice has been given to the Secretary of the Joint Committee that:
  - 12.8.1 it is impractical for the named ordinary member to attend a specified meeting;
  - 12.8.2 the named substitute member will attend in place of the named ordinary member; and
  - 12.8.3 the named substitute member is also an Executive member of the same Council as the appointed Executive member.
- 12.9 The members appointed to the Joint Committee shall have full voting rights.

Appendix 3

## **Council Procedure Rules**

~~1 Annual Meeting of the Council~~

~~2 Ordinary Meetings~~

~~3 Extraordinary Meetings~~

~~4 Appointment of Substitute Members of Committees and Sub-Committees~~

~~5 Time and Place of Meetings~~

~~6 Notice of and Summons to Meetings~~

~~7 Chair of Meeting~~

~~8 Quorum~~

~~9 Questions by the Public~~

**10 Questions and Debate by Members**

**10.1 Scope of Questions**

A member of the Council may ask:

- a member of the Cabinet
- a lead member
- the Chair of any Committee, Sub-Committee or Scrutiny Panel
- representatives on outside bodies

any question on a matter falling within:

- the responsibilities of the Leader and Executive Member, as set out in Part 3 of the Constitution; or
- the Terms of Reference of any Committee or Sub-Committee.

10.2 Questions may be addressed to Members appointed to serve on outside bodies provided that the questioner has given written notice on details of the question to the relevant Member and Head of Member Services at least 72 hours before the day of the relevant

Council meeting. (72 hours before the day of the relevant Council meeting means, for example, no later than 12 noon on Monday prior to a Council meeting at 1.00pm on Thursday.

### 10.3 **Response**

An answer may take the form of:

- (a) a direct oral answer;
- (b) where the desired information is in a publication of the Council or other published work, a reference to that publication; or
- (c) where the reply cannot conveniently be given orally, a written answer circulated later to the questioner.

### 10.4 **Supplementary Question**

Any Member may ask a supplementary question or make an observation on the original question or the reply subject to the Mayor's discretion to close the debate after 20 minutes. The Member who answered the original question will have the Right to Reply at the close of debate.

### 10.5 **Duration**

The time allocated for questions and debate will be one hour.

## 11. **Motions on Notice**

### 11.1 **Notice**

Every Notice of Motion must be in writing and signed by the Member of Council giving the Notice, and delivered to the Head of Member Services at least 10 clear days before the meeting at which it is to be moved. (10 clear days before a meeting on a Thursday means on or before noon of Friday two weeks before the meeting.)

### 11.2 **Motion Set Out In Agenda**

The Head of Member Services will date and number each Notice in the order in which it is received and will enter the notice in a book open to public inspection.

### 11.3 **Scope**

Every Notice of Motion must be relevant to the Council's functions or directly affect the City. The Chief Executive, after consulting the Mayor, may rule a Notice of Motion to be out of order and will immediately write to the Member giving notice of the decision.

#### 11.4 **Motions To Be Set Out In Agenda**

If more than three valid Notices are received the Mayor, in consultation with the group leaders, will agree that up to a maximum of three Notices of Motion may be considered at the Council meeting, and also agree the order in which they are to appear on the Agenda. The Governance Director will set out on the Council Agenda those Notices of Motion which are to be considered by the Council.

#### 11.5 **Motions Not Moved**

Any Motion which is not moved will be treated as abandoned unless the Council decides to postpone it. There will be no debate on the question of postponement.

#### 11.6 **Automatic Reference**

If the subject matter of any motion of which notice has been duly given comes within the function of the Cabinet, Committee or Scrutiny Panel it shall, if carried by the Council in its original or in an amended form, stand referred to such Cabinet, Committee or Scrutiny Panel for consideration. No action shall be taken to implement any resolution passed by the Cabinet, Committee or Scrutiny Panel as a result of the motion until the Council have considered such resolution and have confirmed it in its original or amended form.

### ~~12~~ **~~Emergency Notice of Motion~~**

#### 13 **Motions Without Notice**

The following motions may be moved without notice:

- (i) to appoint a Chair of the meeting at which the motion is moved;
- (ii) in relation to the accuracy of the minutes;
- (iii) to change the order of business in the agenda;
- (iv) to refer something to an appropriate body or individual;
- (v) to appoint a Committee or Member arising from an item on the summons for the meeting;
- (vi) to receive reports or adoption or recommendations of Committees or officers and any resolutions following from them;
- (vii) to withdraw a motion;
- (viii) to amend a motion;
- (ix) to proceed to the next business;

- (x) that the question be now put;
- (xi) to adjourn a debate;
- (xii) to adjourn a meeting;
- (xiii) to suspend a particular Council procedure rule;
- (xiv) to exclude the public and press in accordance with the Access to Information Rules;
- (xv) to not hear further a Member named under Rule 20.3 or to exclude them from the meeting under Rule 21.1; and
- (xvi) to give the consent of the Council where its consent is required by this Constitution.

## **14 Rules of Debate**

### **14.1 No Speeches Until Motion Seconded**

No speeches may be made after the mover has moved a proposal and explained the purpose of it and until the motion has been seconded.

### **14.2 Right To Require Motion In Writing**

Unless notice of the motion has already been given, the Mayor may require it to be written down and handed to him/her before it is discussed.

### **14.3 Secunder's Speech**

When seconding a motion or amendment, a Member may reserve their speech until later in the debate.

### **14.4 Content And Length Of Speeches**

Speeches must be directed to the question under discussion or to a person explanation or point of order. No speech may exceed 6 minutes without the consent of the Mayor.

### **14.5 When A Member May Speak Again**

A Member who has spoken on a motion may not speak again whilst it is the subject of debate, except:

- (i) to speak once on an amendment moved by another Member;
- (ii) to move a further amendment if the motion has been amended since he/she last spoke;

- (iii) if his/her first speech was on an amendment moved by another Member, to speak on the main issue (whether or not the amendment on which he/she spoke was carried);
- (iv) in exercise of a right of reply;
- (v) on a point of order; and
- (vi) by way of personal explanation.

#### **14.6 Amendments To Motions**

- (i) An amendment to a motion must be relevant to the motion and will either be:
  - (i) to refer the matter to an appropriate body or individual for consideration or reconsideration;
  - (ii) to leave out words;
  - (iii) to leave out words and insert or add others; or
  - (iv) to insert or add wordsas long as the effect of (ii) to (iv) is not to negate the motion.
- (ii) Only one amendment may be moved and discussed at any one time. No further amendment may be moved until the amendment under discussion has been disposed of.
- (iii) If an amendment is not carried, other amendments to the original motion may be moved.
- (iv) If an amendment is carried, the motion as amended takes the place of the original motion. This becomes the substantive motion to which any further amendments are moved.
- (v) After an amendment has been carried, the Mayor will read out the amended motion before accepting any further amendments, or if there are none, put it to the vote.

#### **14.7 Alteration Of Motion**

- (i) A Member may alter a motion of which he/she has given notice with the consent of the meeting. The meeting's consent will be signified without discussion.

- (ii) A Member may alter a motion which he/she has moved without notice with the consent of both the meeting and the seconder. The meeting's consent will be signified without discussion.
- (iii) Only alterations which could be made as an amendment may be made.

#### **14.8 Withdrawal Of Motion**

A Member may withdraw a motion which he/she has moved with the consent of both the meeting and the seconder. The meeting's consent will be signified without discussion. No Member may speak on the motion after the mover has asked permission to withdraw it unless permission is refused.

#### **14.9 Right Of Reply**

- (i) The mover of a motion has a right to reply at the end of the debate on the motion, immediately before it is put to the vote.
- (ii) If an amendment is moved, the mover of the original motion has the right of reply at the close of the debate on the amendment, but may not otherwise speak on it.
- (iii) The mover of the amendment has no right of reply to the debate on his or her amendment.

#### **14.10 Motions Which May Be Moved During Debate**

When a motion is under debate, no other motion may be moved except the following procedural motions:

- (i) to withdraw a motion;
- (ii) to amend a motion;
- (iii) to proceed to the next business;
- (iv) that the question be now put;
- (v) to adjourn a debate;
- (vi) to adjourn a meeting;
- (vii) to exclude the public and press in accordance with the Access to Information rules; and
- (viii) to not hear further a Member named under Rule 20.3 or to exclude them from the meeting under Rule 21.1.



#### **14.11 Closure Motions**

- (i) A Member may move, without comment, the following motions at the end of a speech of another Member:
- to proceed to the next business;
  - that the question be now put;
  - to adjourn a debate; or
  - to adjourn a meeting.
- (ii) If a motion to proceed to next business is seconded and the Mayor thinks the item has been sufficiently discussed, he or she will give the mover of the original motion a right of reply and then put the procedural motion to the vote.
- (iii) If a motion that the question be now put is seconded and the Mayor thinks the item has been sufficiently discussed, he/she will put the procedural motion to the vote. If it is passed he/she will give the mover of the original motion a right of reply before putting his/her motion to the vote.
- (iv) If a motion to adjourn the debate or to adjourn the meeting is seconded and the Mayor thinks the item has not been sufficiently discussed and cannot reasonably be so discussed on that occasion, he/she will put the procedural motion to the vote without giving the mover of the original motion the right of reply.

#### **14.12 Point Of Order**

A Member may raise a point of order at any time. The Mayor will hear them immediately. A point of order may only relate to an alleged breach of those Council Rules of Procedure or the law. The Member must indicate the rule or law and the way in which he/she considers it has been broken. The ruling of the Mayor on the matter will be final.

#### **14.13 Personal Explanation**

A Member may make a personal explanation at any time. A personal explanation may only relate to some material part of an earlier speech by the Member which may appear to have been misunderstood in the present debate. The ruling of the Chair on the admissibility of a personal explanation will be final.

### **15 Previous Decisions and Motions**

#### **15.1 Motion To Rescind A Previous Decision**

A motion or amendment to rescind a decision made at a meeting of Council within the past six months cannot be moved unless the notice of motion is signed by at least 19 Members.

## 15.2 Motion Similar To One Previously Rejected

A motion or amendment in similar terms to one that has been rejected at a meeting of Council in the past six months cannot be moved unless the notice of motion or amendment is signed by at least 19 Members. Once the motion or amendment is dealt with, no-one can propose a similar motion or amendment for six months.

## 16 Voting

~~16.1~~

### 16.2 Mayor's Casting Vote

If there are equal number of votes for and against, the Mayor will have a second or casting vote. There will be no restriction on how the Mayor chooses to exercise a casting vote.

~~16.3~~

~~16.4~~

### 16.5 Right To Require Individual Vote To Be Recorded

*(mandatory standing order under local authorities (standing orders) regulations 1993)*

Where any Member requests it immediately after the vote is taken, their vote will be so recorded in the minutes to show whether they voted for or against the motion or abstained from voting.

### 16.6 Voting On Appointments

If there are more than two people nominated for any position to be filled and there is not a clear majority of votes in favour of one person, then the name of the person with the least number of votes will be taken off the list and a new vote taken. The process will continue until there is a majority of votes for one person.

## 17 Minutes

### 17.1 Signing The Minutes

The Mayor will sign the minutes of the proceedings at the next suitable meeting. The Mayor will move that the minutes of the previous meeting be signed as a correct record. The only part of the minutes that can be discussed is their accuracy.

### 17.2 No Requirement To Sign Minutes Of Previous Meeting At Extraordinary Meeting

*(mandatory standing order under local authorities (standing orders) regulations 1993)*

Where in relation to any meeting, the next meeting for the purpose of signing the minutes is a meeting called under Paragraph 3 of Schedule 12 to the Local Government Act 1972 (an Extraordinary Meeting), then the next following meeting (being a meeting called otherwise than under that Paragraph) will be treated as a suitable meeting for the purposes of Paragraphs 41(1) and (2) of Schedule 12 relating to signing of minutes.

### **17.3 Form Of Minutes**

Minutes will contain all motions and amendments in the exact form and order the Mayor put them.

## **~~18 Record of Attendance~~**

### **19 Exclusion of Public**

Members of the public and press may only be excluded either in accordance with the Access to Information Rules in Part 4 of this Constitution or Rule 21 (Disturbance by Public).

### **20 Members' Conduct**

#### ~~20.1~~

#### **20.2 Mayor Standing**

When the Mayor stands during a debate, any Member speaking at the time must stop and sit down. The meeting must be silent.

#### **20.3 Member Not To Be Heard Further**

If a Member persistently disregards the ruling of the Mayor by behaving improperly or offensively or deliberately obstructs business, the Mayor may move that the Member be not heard further. If seconded, the motion will be voted on without discussion.

#### **20.4 Member To Leave The Meeting**

If the Member continues to behave improperly after such a motion is carried, the Mayor may move that either the Member leaves the meeting or that the meeting is adjourned for a specified period. If seconded, the motion will be voted on without discussion.

#### **20.5 General Disturbance**

If there is a general disturbance making orderly business impossible, the Mayor may adjourn the meeting for as long as he/she thinks necessary.

### **21 Disturbance by Public**

#### **21.1 Removal Of Member Of The Public**

If a Member of the public interrupts proceedings, the Mayor will warn the person concerned. If they continue to interrupt, the Mayor will order their removal from the meeting room.

**21.2 Clearance Of Part Of Meeting Room**

If there is a general disturbance in any part of the meeting room open to the public, the Mayor may call for that part to be cleared.

**22 Suspension and Amendment of Council Procedure Rules**

**22.1 Suspension**

All of these Council Rules of Procedure except Rules 16.5 and 17.2 may be suspended by motion on notice or without notice if at least one half of the whole number of Members of the Council are present. Suspension can only be for the duration of the meeting.

**22.2 Amendment**

Any motion to add to, vary or revoke these Council Rules of Procedure will, when proposed and seconded, stand adjourned without discussion to the next ordinary meeting of the Council.

~~**23 Application to Committees and Sub-Committees**~~

~~All of the Council Rules of Procedure apply to meetings of full Council. None of the rules apply to meetings of the Cabinet. Only Rules 5 to 8, 10, 11, 13-17, 19-22 (but not rule 20.1) apply to meetings of Committees and Sub-Committees.~~

<b>Report to:</b> <b>Shared Revenues &amp; Benefits Service - Joint Committee</b> <b>Meeting to be held on 1<sup>st</sup> November 2011</b>	<b>Electoral Ward Affected:</b>  <b>All</b>
<b>Report submitted by:</b> <b>Assistant Director (Head of Revenues &amp; Benefits)</b>	
<b>Report title:</b> <b>ADMINISTRATIVE ARRANGEMENTS (Revenues &amp; Benefits)</b>	

## 1. SUMMARY

- 1.1 The Revenues and Benefits services of both Councils have entered into a full shared service arrangement from 1 July 2011 and as part of these arrangements have jointly procured print software, allowing the service to electronically choose the method of delivery. Options range from publishing a document, allowing e-mail or user access through either Council's website, or posting a document via a hybrid mail provider, as opposed to simply printing the document to post in the traditional way.
- 1.2 This report concentrates on a hybrid mail solution for remaining postal documents, benefiting from the efficiencies that such a solution can bring. Any contract is likely to be for 3 years, valued in excess of £150k per annum (the majority of that cost being allocated to postal charges). It is anticipated that this exercise will create combined savings in excess of £25k per annum.
- 1.3 It is proposed to undertake a procurement exercise for this work, in line with Preston City Council's Contract Procedure Rules, using a framework agreement for hybrid mail, made available through Buying Solutions – the National Procurement Partner for UK Public Services.

## 2. DECISION REQUIRED

- 2.1 The Joint Committee is asked to delegate to the Corporate Director Community & Business Services the authority to award the hybrid mail solution contract to the successful supplier.

### **3. INFORMATION**

- 3.1 Studies indicate that the shared Revenues and Benefits service produces in excess of 8,000 bulk documents per week (not including annual billing). Existing mail equipment is frail and unreliable and the vast majority of these documents are now enveloped and posted by hand.
- 3.2 Due to previous investment within Revenues and Benefits both Council's now hold a corporate licence in "Publisure", a print software solution, which enables officers to produce print ready folders on a daily basis, fully formatted, data processed and consolidated within the Council's firewall.
- 3.3 This enables both Councils to benefit from the expertise within this competitive arena by exporting a print file to a specialist hybrid mail company, offering a secure, automated print and postal service at a competitive price.
- 3.4 Hybrid mail is where you create a document or bulk file of documents which is routed electronically to a printer at a remote third party location. The document is printed in the Council's style and letterhead in a secure environment on a high speed printer along with documents from other customers, such as the NHS. It is then enveloped, mail sorted and passed to a mail delivery supplier, generating economies of scale.
- 3.5 The service has been well tested with the most difficult job, the annual Council Tax bills and Benefit statements, which typically produce in excess of 75,000 items of mail for each authority. The process would normally have taken staff at least a week to produce, consolidate and envelope, costing the Councils in terms of resources, time and effort.
- 3.6 This process can now easily be adapted to cover the daily output of bulk documentation. This will mean that front line resources, previously tied up printing and enveloping correspondence, can be redirected to more productive tasks.

### **4. IMPLICATIONS**

- 4.1 It is anticipated that this procurement exercise will deliver immediate savings by way of a cost reduction in both print and stationary.
- 4.2 Additional savings will be recouped by reducing staffing resources in the Administration Teams of both authorities, which can be absorbed by redeployment into another area of the shared service. Staff will not be adversely affected by these changes.

- 4.3 A full financial evaluation has been undertaken, resulting in potential projected savings in excess of £25k per annum for the shared service by adopting the hybrid mail solution. This saving will form part of the shared service savings target already budgeted for in both Councils.
- 4.4 The purchase of the hybrid mail solution will be subject to formal procurement using a suitable framework agreement. The Contract Procedure Rules (rule 11.4) provides that if there is a framework agreement in place it must be used.
- 4.5 The awarding of a contract may be delegated to a director of a spending directorate.

## **5. IMPACT STATEMENT**

- 5.1 The integration software will improve service delivery and reduce the burden on administration staff, allowing them to focus upon the administration of incoming mail and the concept of corporate scanning and indexing.
- 5.2 Improved functionality will contribute to the delivery of our key corporate priorities at both Councils, as a “Well Run Council” with efficiencies delivered through “partnership working”.
- 5.3 Preston City Council’s living wage and fair employment policy will not be applied to this collaborative arrangement.

## **6. REASON FOR DECISION**

- 6.1 Specialist postal solutions are now specifically geared towards the needs of local government and offer the opportunity to explore and exploit the opportunities for savings generated by automating the print and postal process.
- 6.2 Any risk is mitigated by working in partnership with a specialist provider.

## **7. ALTERNATIVE OPTIONS CONSIDERED AND REJECTED**

- 7.1 To continue with our current system will cost money. Existing mail equipment is at the end of its natural life and significant investment is required for the service to host machinery capable of performing at the required output.

## **8. REASON FOR INCLUSION IN PART B, IF APPROPRIATE**

- 8.1 Not applicable

