



Essex County Council

## Cabinet

<b>10:15</b>	<b>Tuesday, 19 December 2023</b>	<b>Council Chamber County Hall, Chelmsford, CM1 1QH</b>
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**For information about the meeting please ask for:**

Emma Tombs, Democratic Services Manager

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## **Pages**

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### **Meeting Arrangements**

In accordance with paragraph 14.7 of the Council's Constitution, the Leader has agreed that all members may take part in the meeting and vote if they are present via Zoom. The link to the Zoom meeting has been sent to members separately. Members of the public may watch on YouTube and there will of course be the normal public access to the meeting room in County Hall, from which any member of the public may observe the meeting and make representations.

<b>1</b>	<b>Membership, apologies, substitutions and declarations of interest</b>	<b>5 - 5</b>
<b>2</b>	<b>Minutes: Cabinet Meeting 14 November 2023</b>	<b>6 - 14</b>

**3 Questions from the public**

A period of up to 15 minutes will be allowed for members of the public to ask questions or make representations on any item on the agenda for this meeting. No statement or question shall be longer than three minutes and speakers will be timed.

On arrival, and before the start of the meeting, please register with the Democratic Services Officer.

**4 Whole Council Transformation (FP/278/10/23) 15 - 41**

The Equalities Comprehensive Impact Assessment (ECIA) is available [via this link](#) – please scroll to bottom of page

**5 Developing a Health Determinants Research Collaboration for Greater Essex (FP/287/11/23) 42 - 70**

The Equalities Comprehensive Impact Assessment (ECIA) is available [via this link](#) – please scroll to bottom of page

**6 Proposed Harlow Gilston Garden Town Joint Committee (FP/198/08/23) 71 - 156**

The Equalities Comprehensive Impact Assessment (ECIA) is available [via this link](#) – please scroll to bottom of page

**7 Decisions taken by or in consultation with Cabinet Members (FP/282/11/23) 157 - 158**

**8 Date of next meeting**

To note that the next meeting of the Cabinet will take place at 10.15am on Tuesday 16 January 2024 in the Council Chamber at County Hall, Chelmsford, CM1 1QH.

## **9 Urgent Business**

To consider any matter which in the opinion of the Chairman should be considered in public by reason of special circumstances (to be specified) as a matter of urgency.

### **Exempt Items**

(During consideration of these items the meeting is not likely to be open to the press and public)

The following items of business have not been published on the grounds that they involve the likely disclosure of exempt information falling within Part I of Schedule 12A of the Local Government Act 1972. Members are asked to consider whether or not the press and public should be excluded during the consideration of these items. If so it will be necessary for the meeting to pass a formal resolution:

**That the press and public are excluded from the meeting during the consideration of the remaining items of business on the grounds that they involve the likely disclosure of exempt information falling within Schedule 12A to the Local Government Act 1972, the specific paragraph(s) of Schedule 12A engaged being set out in the report or appendix relating to that item of business.**

## **10 Urgent Exempt Business**

To consider in private any other matter which in the opinion of the Chairman should be considered by reason of special circumstances (to be specified) as a matter of urgency.

**Committee:** Cabinet

**Enquiries to:** Emma Tombs, Democratic Services Manager  
[Emma.tombs@essex.gov.uk](mailto:Emma.tombs@essex.gov.uk)

**Membership, Apologies, Substitutions and Declarations of Interest**

**Recommendations:**

To note:

1. Membership as shown below
2. Apologies and substitutions
3. Declarations of interest to be made by Members in accordance with the Members' Code of Conduct

**Member**

**Portfolio**

(Quorum: 3)

Cllr Kevin Bentley	Leader of the Council (Chairman)
Cllr Louise McKinlay	Deputy Leader, Levelling Up and the Economy (Vice-Chairman)
Cllr Tony Ball	Education Excellence, Lifelong Learning and Employability
Cllr Tom Cunningham	Highways, Infrastructure and Sustainable Transport
Cllr Mark Durham	The Arts, Heritage and Culture
Cllr Beverley Egan	Children's Services and Early Years
Cllr Peter Schwier	Climate Czar, Environment, Waste Reduction and Recycling
Cllr Lee Scott	Planning a Growing Economy
Cllr John Spence	Health, Adult Social Care and ICS Integration
Cllr Chris Whitbread	The Chancellor of Essex

## **Minutes of the Cabinet meeting held in the Council Chamber at County Hall at 10.15am on Tuesday 14 November 2023**

### **Present:**

<b>Councillor</b>	<b>Cabinet Member Responsibility</b>
Cllr Kevin Bentley	Leader of the Council
Cllr Tony Ball	Education Excellence, Lifelong Learning and Employability
Cllr Tom Cunningham	Highways Infrastructure and Sustainable Transport
Cllr Mark Durham	The Arts, Heritage and Culture
Cllr Beverley Egan	Children's Services and Early Years
Cllr Peter Schwier	Climate Czar, Environment, Waste Reduction and Recycling
Cllr Lee Scott	Planning a Growing Economy
Cllr John Spence	Adult Social Care, Health and ICS Integration
Cllr Chris Whitbread	The Chancellor of Essex

Cllrs Susan Barker, Lynette Bowers-Flint, Graham Butland, Alan Goggin, Carlo Guglielmi, Ivan Henderson, Derrick Louis, Mike Mackrory, Bob Massey, Mark Platt, Laureen Shaw, Clive Souter and Holly Whitbread were also present. Cllrs David King and Chris Pond attended remotely via Zoom.

### **1. Membership, Apologies, Substitutions and Declarations of Interest**

The report of Membership, Apologies and Declarations was received, and the following were noted:

1. Membership of the Cabinet was as set out in the report. Two Cabinet Members had exchanged responsibilities since the last meeting, as set out below:
  - Cllr Lee Scott was now Cabinet Member for Planning a Growing Economy.
  - Cllr Tom Cunningham was now Cabinet Member for Highways Infrastructure and Sustainable Transport.
2. Apologies for absence were received from Cllr Louise McKinlay, Deputy Leader and Cabinet Member for Levelling Up and the Economy. Gavin Jones, Chief Executive, had also sent apologies and was represented by Mark Ash, Executive Director, Climate, Environment and Customer.
3. There were no declarations of interest.

### **2. Minutes: 10 October 2023**

The Minutes of the previous meeting, held on 10 October 2023, were approved as a correct record and signed by the Chairman.

### **3. Questions from the Public**

None.

### **4. Extension of Residual Waste Framework Service Orders (FP/258/10/23)**

This report was considered in conjunction with a confidential appendix – minute 13 below refers.

Cabinet's approval was sought for a 12-month extension to existing service orders for the disposal of residual waste that are due to expire on 31 March 2024. The extension is required to ensure ECC complies with its statutory duty to make disposal arrangements for residual waste collected by Borough, City and District Councils and from Recycling Centres in Essex.

The Climate Czar and Cabinet Member for Environment, Waste Reduction and Recycling responded to questions by Cllrs Mike Mackrory, Ivan Henderson and Chris Pond in relation to joint working with neighbouring authorities, the impact on landfill tax on Council finances, the level of confidence in the process and the efforts being made in respect of waste minimisation.

He also undertook to provide a written response to Cllrs Mackrory and Henderson regarding the unsuccessful tender processes in 2022 and 2023.

#### **Resolved:**

Agreed to extend the service orders awarded to Enovert South Limited and Veolia ES (UK) Limited for Lots 1,2 and 3 under the terms of the Residual Waste Framework (0538) for a period of 12 months from 1 April 2024 to 31 March 2025.

### **5. Annual Review of the Live at Home Framework 2023/24 and Pricing Increased for Domiciliary Care (FP/250/09/23)**

Cabinet's approval was sought to increase the rates paid to domiciliary care providers on the Council's Live at Home Framework and for existing packages of domiciliary care purchased outside of this framework. These rate increases were in addition to those of up to 14.6% agreed by the Cabinet in February 2023, and were intended to help secure the workforce needed to develop ECC's longer-term strategy and drive further service improvements.

The Cabinet Member for Adult Social Care, Health and ICS Integration responded to questions by Cllrs Ivan Henderson and Mike Mackrory in respect of the adequacy of levels of government funding and the likelihood of this being increased, the level of confidence held that the Council was

meeting its obligations in providing domiciliary care, whether the increased capacity referenced in the report was within the public or private sector, the relationship between the rates quoted and the payments actually received by care staff, and contingencies should funding not be available in the future.

In response to a question from Cllr Mike Mackrory, he also undertook to ask officers to produce a list of areas currently affected by a lack of provision.

**Resolved:**

1. Agreed to open pricing submissions in the Live at Home Framework which will enable providers currently on the Framework to submit new prices for new care packages from the updated matrices in Appendix A to report FP/250/09/23, which will take effect from 31 March 2024 to 11 August 2023, representing an average of 6.5% increase in the rates.
2. Agreed to uplift existing packages of domiciliary care (excluding night sleep and 24-hour live-in care) with effect from 31 March 2024 so that:
  - (a) Packages provided under the Live at Home Framework are increased by £1.52 per hour, representing an average increase of 6.5%, and
  - (b) Packages not provided under the Live at Home Framework will be uplifted to the new minimum rate of £23.84 per hour if they are currently less than that.
3. Agreed that the Executive Director, Adult Social Care be authorised to agree the contractual changes required to the Live at Home Framework to reflect the outcome of the pricing submissions and the updated pricing matrices referred to in paragraph 2.1 of report FP/250/09/23, provided that the impact on budget remains within the thresholds set out in paragraphs 6.1.2 and 6.1.3 of that report.
4. Agreed that the Director, Procurement in consultation with the Executive Director, Adult Social Care, be authorised to agree:
  - (a) Which districts will be opened to competition to existing providers on the Live at Home Framework to give an opportunity to become a Tier 1 provider; and
  - (b) The Target Supply Areas, where, due to difficulty in sourcing care, existing providers can select a higher rate, provided that the impact on the budget remains within the thresholds set in paragraphs 6.1.2 and 6.1.3 of report FP/250/09/23.



**6. Award of Care Technology Contracts for Adult Social Care (FP/532/10/22)**

Cabinet's approval was sought to award new contracts for provision of a care technology service from a Framework Agreement with Millbrook Healthcare Ltd and Provide Community Interest Company for a period of four years.

The Cabinet Member for Adult Social Care, Health and ICS Integration responded to questions by Cllr David King in respect of how the satisfaction survey had been undertaken, the continuing importance of human contact and the operation of the triage system.

The Cabinet Member also pledged to provide further details in writing to Cllr Mike Mackrory as to how the savings of £24.7m set out in the report had been realised.

**Resolved:**

1. Agreed to award two four-year contracts (with options to extend for a further two years) from a Framework Agreement for Care Technology Services to:
  - Millbrook Healthcare Ltd for £20m.
  - Provide Community Interest Company (CIC) for £12.2m
2. Agreed to fund £32.2m from the existing Adult Social Care revenue budget for Care Technology, with any additional costs (e.g., through additional volume) funded through cost avoidance and benefits realisation.
3. Agreed that the Executive Director, Adult Social Care, be authorised to agree the final terms of the contracts in accordance with the terms of the Framework Agreement and the Procurement Regulations, including the Key Performance Indicators.
4. Agreed that the Executive Director, Adult Social Care, in consultation with the Council's Monitoring Officer, be authorised to agree a novation of the contract with Millbrook Healthcare Limited.

**7. Harlow HiG – decision to award construction contract for Harlow Sustainable Transport Corridor (STC) North to Centre, Harlow and the acquisition of land by agreement land dedication (FP/257/09/23)**

Cabinet's approval was sought to award a construction contract to Bouygues (UK) Limited for construction works for the Harlow North to Centre Sustainable Transport Corridor (STC), and to the acquisition of associated land required for delivery of the project.

The Cabinet Member for Highways Infrastructure and Sustainable Transport responded to questions by Cllr Mike Mackrory with regard to the level of risk

associated in the proposal and in particular how the assessment of risks in relation to inflation had been reconciled within the report.

He also undertook to provide a written response to Cllr Pond giving a breakdown of the anticipated usage of the STC by various modes of transport.

**Resolved:**

1. Agreed that the Director, Highways and Transport, in consultation with the Monitoring Officer, be authorised to award a Construction Contract to Bouygues (UK) Limited for construction works for the Harlow North to Centre Sustainable Travel Corridor, up to the budgeted value in the capital programme, where ECC has the right to construct works on the land and relevant land has been dedicated.
2. Agreed to enter into a conditional agreement with Mantle (Epping) Limited to acquire the land highlighted in Appendix 1 to report FP/257/09/23.
3. Agreed to enter into an agreement to dedicate the land owned by Harlow District Council as shown in Appendix 2 to report FP/257/09/23.
4. Agreed to enter into an agreement with Sainsbury's Supermarkets Ltd to dedicate as a highway the land owned as shown in Appendix 3 to report FP/257/09/23.
5. Agreed to enter into an agreement to enable construction to take place on land owned by Greater Anglia as shown in Appendix 4 to report FP/257/09/23.
6. Agreed to enter into Licence Agreements to allow enabling works to proceed on the land identified in Resolutions 2.2 to 2.5 above, as shown in Appendix 5 of report FP/257/09/23.
7. Agreed that the Director, Highways and Transport (or, if unavailable, the Director for Property, Investment and Delivery or Director for Sustainable Growth) be authorised, in consultation with the Monitoring Officer, to agree the final terms of the Agreements referred to in Resolutions 2.1 to 2.6 above.
8. Agreed to the profiling and financing of the Capital Programme as set out in paragraph 7.1.3 of report FP/257/09/23.

**8. Modernising Passenger Transport (Digitising Public Transport)  
(FP/217/08/23)**

Cabinet's approval was sought to procure a travel planning and Digital Demand Responsive Transport (DDRT) platform to replace the current

TravelEssex app and enable the wider modernisation of passenger transport through improved customer service, network planning and information.

The Cabinet Member for Highways Infrastructure and Sustainable Transport responded to questions by Cllr Ivan Henderson in respect of the need to consider those people who may be subject to digital exclusion, the research undertaken to identify any gaps between bus routes and access to the opportunities presented by increasing skills related to digital connectivity, and the provision of real time information at bus stops.

Questions from Cllr David King in relation to the phasing of the project, the level of engagement obtained from sustainable transport providers and the next steps for Digigo services were also responded to, together with those from Cllrs Chris Pond and Mike Mackrory in connection with the technological support that the Council would provide to the app when operational, and the need for bus operators' websites to be fit for purpose particularly in respect of contact methods and the ability to make complaints.

### **Resolved:**

1. Agreed in principle to the overall vision for the modernisation of Passenger Transport in a three-phase approach:
  - **Phase 1 (2024/25 – 2027/28):** Replace current app and enhance travel planning and Digital Demand Responsive Transport (DDRT) functionality to enable a national journey planner and underpin the digitalisation or other flexible transport service within Essex.
  - **Phase 2 (2027/8 – 2029/30):** Widen the digital offering to allow for the digitalisation of Adult Social Care (ASC) and Special Education Needs and Disability (SEND) transport services.
  - **Phase 3 (2029/30 – onwards):** Gradual digitalisation of mainstream home to school transport.
2. Noted that the investment required in phases 2 and 3 are subject to future affordability and further decisions supported by data from a feasibility pilot project and an assessment against the success measure set out in paragraph 3.20 of report FP/217/08/23.
3. Agreed to launch a competitive procurement for a contract for services which will include customisation, configuration of the platform and ongoing maintenance, to replace the TravelEssex app in March 2025, using the restricted procedure.
4. Agreed that the replacement will include a requirement to provide:

- (a) National travel planning and Digital Demand Responsive functionality, which enables the DigiGo service and supports the digitalisation of other similar flexible services.
  - (b) Payment processing services to enable in app and over the phone payments for DDRT services.
- 5. Agreed for the proposed duration of the contract to an initial term of three years with the option to extend for another four years in total using award criteria of 40% price and 60% quality (of which 5% will be for Social Value).
- 6. Agreed that the Executive Director for Climate, Environment and Customer may award the contract for the initial three-year period (2024/25 to 2027/28) provided that:
  - (a) No contract may be awarded if the contract is likely to cost more than £2.31m over three years; and
  - (b) No contract may be awarded unless the Executive Director considers that the outcome represents value for money for taxpayers and passengers.
- 9. **ENCTS reimbursement payments to bus service operators 2024/2025 (FP/168/06/23)**

The Cabinet's approval was sought on matters relating to payments by ECC to bus operators in 2024/25 under the Concessionary Fares scheme.

**Resolved:**

- 1. Agreed that for 2024/25 ECC will keep the same discretionary scheme elements (relating to times of pass availability and companion passes) as for 2023/24.
- 2. Agreed to authorise the publication of a draft reimbursement scheme for concessionary bus fares in 2024/25, based on the 2023/24 DfT Reimbursement Calculator and Guidance on or before 1 December 2023.
- 3. Agreed to authorise the Executive Director for Climate, Environment and Customer, in consultation with the Cabinet Member for Highways, Infrastructure and Sustainable Transport and the Section 151 Officer to negotiate with the operators to see if a scheme with bus operator can be agreed which is in the best interests of Essex Tax Payers, such negotiations to be within the legal and financial parameters set out in Option 2 within report FP/168/06/23) and taking into account (though not necessarily being bound by) any changes made to the DfT guidance and Reimbursement Calculator for 2024/25.

4. Agreed to authorise the Executive Director for Climate, Environment and Customer, in consultation with the Cabinet Member for Highways, Infrastructure and Sustainable Transport, the Chancellor of Essex and the Section 151 Officer to issue the final scheme on or before 1 March 2024 which will either be:
  - (a) A calculator-based scheme, or
  - (b) A scheme which is within the taxpayers' best interests, agreed with operators and within the legal and financial parameters set out within Option 2 of report FP/168/06//23)
5. Agreed that if the negotiations result in a recommended scheme which is not within the financial parameters set out within Option 2 then the decision to issue a final scheme will be made by the Cabinet or the Leader of the Council.

**10. Decisions taken by or in consultation with Cabinet Members (FP/264/10/23)**

The report was noted. In response to a question, the Monitoring Officer clarified that, in accordance with the Council's Constitution, decisions concerning the appointment of a person or persons to a specific role or roles were exempt from call-in.

**11. Date of next meeting**

Noted that the next meeting of the Cabinet would take place at 10.15am on Tuesday 19 December 2023 in the Council Chamber at County Hall, Chelmsford, CM1 1QH.

**12. Urgent business**

None.

**Exclusion of the Press and Public**

**Resolved:**

That the press and public be excluded from the meeting during consideration of the remaining items of business on the grounds that they involve the likely disclosure of exempt information as specified in paragraph 3 of Schedule 12A of the Local Government Act 1972 – information relating to the financial or business affairs of any particular person).

**13. Confidential Appendix: Extension of Residual Waste Framework Orders (FP/258/10/23)**

The confidential appendix to report FP/258/10/23, to which minute 4, above, refers, was noted. The Chancellor Essex clarified that costs associated with Landfill Tax had been included in the figures cited in the final column of the table at paragraph 1.12 of the report.

**14. Urgent Exempt Business**

None.

There being no further business, the meeting closed at 11.25am.

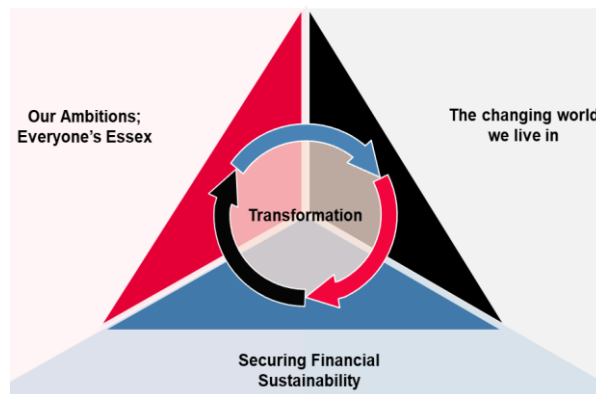
**Forward Plan reference number: FP/278/10/23**

<b>Report title: Whole Council Transformation</b>	
<b>Report to:</b> Cabinet	
<b>Report author:</b> Councillor Kevin Bentley, Leader of the Council	
<b>Date:</b> 19 December 2023	<b>For:</b> Decision
<b>Enquiries to:</b> Debbie Knopp Director, Transformation, Delivery and Support email: <a href="mailto:debbie.knopp@essex.gov.uk">debbie.knopp@essex.gov.uk</a>	
<b>County Divisions affected:</b> All Essex	

## 1. Everyone's Essex

- 1.1 Essex County Council (ECC) is ambitious and by 2030, it aims to be one of the most forward looking, effective and financially sustainable Councils in the country. To bring this vision to life we have set out our intent in the Whole Council Transformation (WCT) Strategy and Deployment.
- 1.2 WCT is guided explicitly by Everyone's Essex as the articulation of our ambition for the people, places, and businesses of Essex. Alongside this ambition though we are facing two other strategic drivers in the form of growing financial challenges as well as an increasingly changing world we live in.
- 1.3 The financial challenges of the local government sector are well documented and ECC will not escape these challenges. It is anticipated that the gap between budget and planned expenditure will exceed £150m by 2026/27. WCT commits to contributing to address this.
- 1.4 'The changing world we live in' is the third of the strategic drivers which are influencing our need for a 'Whole Council' approach to Transformation. The rate of change, locally, nationally, and globally is accelerating and it is essential that ECC responds to continue to serve our citizens.

**Figure 1: Factors driving the need for Whole Council Transformation**



- 1.5 It is our commitment to consider these three strategic drivers in balance that requires us to implement the Whole Council Transformation, where we will work together for the best outcomes in Essex. In this paper we seek agreement to mobilise WCT programme as outlined in the WCT Strategy and Deploying the WCT Strategy.

## **2 Recommendations**

- 2.1 Adopt the Whole Council Transformation Strategy (in the form at Appendix A) and Deploying the WCT Strategy (in the form at Appendix B).
- 2.2 Agree to the draw down from the Transformation Reserve of £1.6m across financial years 2023/24 to 2025/26 to mobilise the Strategy and delivery of the first phase of the WCT Programme (up to 2025), which will include:
  - 2.2.1 Development of initiatives linked to the next major milestone of April 2025 (Transition State 2)
  - 2.2.2 Dedicated work to address £100m (by 2028) transformation savings target
  - 2.2.3 Initiation of work to embed the Conditions for Success
  - 2.2.4 Design of an effective operating model to support transformation (including transformation governance, measurement of outcomes), in conjunction with the Support Services Programme
  - 2.2.5 Specialist capacity and capability for portfolio mobilisation.
- 2.3 Agree that procurement of one or more transformation partners will be needed to bring capacity, capability, and specialist skills to support with the phase two of WCT, at an estimated cost of £1m to £2m.
- 2.4 Agree that a further report be brought to the Chancellor for Essex and Cabinet Member with responsibility for Finance with respect to how the transformation partner(s) will be procured.

## **3 Background and Proposal**

- 3.1 ECC has a long history of delivering transformational change. Since 2008, successive waves of transformation activity have enabled the council to deliver effective services for residents, secure positive outcomes for communities, and save in excess of £750m for the taxpayer.
- 3.2 However, now facing unprecedented levels of demand on our services along with increasing pressures to deliver agreed services within constrained funding, and a changing world, Essex must respond to three strategic drivers simultaneously:



1. Delivering commitments to residents outlined in Everyone's Essex
  2. Securing Financial Sustainability
  3. Responding to the changing world we live in.
- 3.3 Focussing on all three strategic drivers (as set out in 3.2 above) simultaneously requires a balanced approach with ECC pulling together in "Whole Council Transformation". Even with our experience and track record, we have recognised that we need to push the boundaries about how we operate, both within ECC and in greater Essex. We need to be mindful about ensuring we use our limited resources, both financial and people, in the most effective way across all elements of change. We must operate with cohesive leadership to make the inevitable trade-off decisions that will arise and we must proactively manage the high levels of uncertainty and associated levels of risk; establishing a unified direction, continuously setting and evaluating priorities, and aligning on outcomes that are demonstrated at appropriate milestones throughout the journey.
- 3.4 ECC commenced transformation shaping work in November 2022, with the support of a transformation partner. Between November 2022 and November 2023, we have worked across every function in the council to identify the opportunities for transformation in the coming years. Funding drawdowns totalling £1.6m from the Transformation Reserve, were approved to fund programme shaping work including definition of in-scope initiatives, aligned to outcomes and grouped into optimal delivery portfolios for the first phase of transformation.
- 3.5 The WCT will be a single Transformation Programme to ensure both strategic alignment and efficient use of finite resources. Change professionals and leaders will be provided with the skills and tools to make this happen.
- 3.6 The programme will be articulated in Transition States which guide and structure our Whole Council Transformation journey. They will be aligned to the electoral and business planning cycles. Six Delivery Portfolios will bring together the delivery of projects to create a force multiplying effect:
- |                                    |  |
|------------------------------------|--|
| 1. <b>Strong Foundations</b>       | Strengthen family resilience and stability including vulnerable groups                                 |
| 2. <b>Independent Adults</b>       | Adults maintaining an independent and fulfilled life as possible                                       |
| 3. <b>Community Resilience</b>     | Education to support Essex residents to lead a healthy lifestyle                                       |
| 4. <b>Modern Digital Council</b>   | A leading-edge digital council that drives excellent customer service, on a greener smaller ECC estate |
| 5. <b>Effective Organisation</b>   | Foundation for a forward looking effective and resilient organisation                                  |
| 6. <b>High Quality Environment</b> | Net zero Essex minimising waste, modernising transport and considering aesthetics of place             |

- 3.7 A seventh Delivery Portfolio may be used depending on separate decisions relating to devolution in Essex.
- 3.8 Our decisions will be based on evidence and data and expected benefits will be high impact, measurable and aligned to political priorities. Ensuring we place equal emphasis on long term prevention and on solving the here and now.
- 3.9 We will be open to new ideas and will explore them quickly and thoughtfully, including seeking innovation and best practice from within the whole organisation as well as further afield, including Universities and sectors similar and different to our own. We will take active decisions about slowing down, speeding up or ceasing projects to maximise delivery.
- 3.10 We will embrace digital opportunities increasingly as we secure our technological foundations.
- 3.11 We will support all employees to engage with the ambition of WCT and build the optimistic collaborative culture of ECC.
- 3.12 WCT will fundamentally change how change itself is planned for and managed, including collective political and officer discussion on the priorities of the Council as a whole. It is important that we start this journey well. Therefore, mobilisation will mean progressing delivery, at the same time as shaping the future stages of change, as well as developing our capabilities and conditions for success. The mobilisation period will:
  - 3.12.1 **Establish Commitment and Leadership:** The WCT programme will have clear and effective sponsorship at the highest level. Our Executive Directors will own the delivery portfolios, convening expertise as needed to ensure our initiatives are not just underway but are executed to plan and within constraints. At the project level, the sponsorship will be equally strong and accountable, driving overall success. Building from the Workforce Strategy proposals on leadership development we will provide the tools and techniques leaders need to steer this transformation to success (including effective sponsorship, leadership and implementation of change).
  - 3.12.2 **Initiate the Conditions for Success plan:** The Transformation Strategy identifies 10 Conditions for Success that must be in place to enable its successful delivery. Embedding the Conditions for Success will require cultural, behavioural, and procedural changes that will mature over time. The mobilisation phase will develop the plan and enabling practices for how the Conditions for Success will be achieved, with particular focus on the top 4 priorities, which are: enabling whole Council ownership; leadership development; securing workforce buy-in and fostering creative ideas.
  - 3.12.3 **Continued delivery of projects:** Heads of Portfolio will take charge of the defined portfolios and their delivery performance within agreed scopes and constraints, ensuring that projects are not just on track but moving at the pace required. The programme includes support for these leaders to equip them for successful development and delivery of the portfolios. We will provide clear,

effective insights through governance forums, empowering decision-makers to make informed choices.

- 3.12.4 **Set clear Financial Sustainability targets for the portfolios of change:** our path forward includes the identification of opportunities that provide reasonable confidence the programme can deliver at least £100m of savings by 2028, to be complete by July 2024.
- 3.12.5 **Scope and shape the future transition states:** with particular focus on the outcomes and solutions required by the next transition state of April 2025, and therefore the projects that will be required to achieve those outcomes. Our work will be evidence based and measurable.
- 3.12.6 **Be on the path to optimal resource allocation:** We aim to ensure resources will be prioritised and in place, driving the success of our delivery portfolios. When needed, resources will be reallocated from lower-priority work to approved scope items, even if it means temporarily pausing or slowing down other endeavours.
- 3.12.7 **Build capability and capacity:** This is a cornerstone of our journey. We will identify central capabilities that need a boost to secure our success, and where necessary, we will have implemented tactical support (to March) through our existing transformation partner.
- 3.12.8 **Consider our operating model for transformation:** As a first stage during this phase a detailed design of skills and capabilities for Transformation Centre of Excellence will have been completed by July 2024 in conjunction with Support Services Programme (SSP). We will start working together as an effective Transformation core team immediately, ahead of these structural decisions.
- 3.12.9 **We will support our leaders of change** - We understand that leading change is not easy and not everyone is comfortable or equipped to do that. Building from the Workforce Strategy proposals on leadership development we will provide the tools and techniques leaders need to steer this transformation to success.
- 3.13 We know that our ambition for WCT will require some strategic leaps and we are likely to need external skills to achieve that. A key element of the early work will be to identify the areas we need greatest support with, which is likely to include our digital agenda. This work will enable us to specify the support we need for ECC to be successful in WCT. A further report to the Cabinet Member will be made to decide how to procure this work.

## 4 Links to our Strategic Ambitions

4.1 This report links to the following aims in the Essex Vision:

- Enjoy life into old age

- Provide an equal foundation for every child
- Strengthen communities through participation
- Develop our County sustainably
- Connect us to each other and the world
- Share prosperity with everyone

4.2 Approving the recommendations in this report will have the following impact on the Council's ambition to be net carbon neutral by 2030: the infrastructure & behaviour change needed for a Net zero Essex will be implemented to minimise waste, modernise transport and consider aesthetics of place.

4.3 This report links to the following strategic priorities in the emerging Organisational Strategy 'Everyone's Essex':

- A strong, inclusive and sustainable economy
- A high quality environment
- Health wellbeing and independence for all ages
- A good place for children and families to grow

## 5 Options

### 5.1 **Option 1: Do Nothing: Revert to siloed working, relying on previous approaches and cultures to achieve organisation objectives.**

**Pros:** Functions continue to make continuous improvements within their services

**Cons:** Doesn't implement the WCT Strategy, nor provide a single picture of change for ECC nor a clear plan for addressing the savings gap and is unlikely to make the organisation leap required to respond to the challenges of the changing world we live in; opportunities for more collaborative working not identified or realised.

This option is not recommended because without a Whole Council Transformation Programme we are unlikely to achieve our objectives and ambitions in relation to Everyone's Essex and financial sustainability.

### 5.2 **Option 2: Recommended option: Mobilise a programme of work to deliver the WCT strategy as a holistic programme of change.**

**Pros:** Enables political and corporate leaders to see the full picture of change for ECC, priorities resources, improves ECC capability, resilience and culture and mobilises delivery of the strategy, significantly increasing chances of delivery the £100m Transformation Savings targets by 2030.

**Cons:** Shifts in culture and capability can be uncomfortable experiences and take time.

This option is recommended because it mobilises delivery of the strategy and significantly increases chances of achieving outcomes set out in Everyone's Essex and financial sustainability targets.

### 5.3 **Option 3: Deliver the financial sustainability outcomes through issuing budget reduction targets of 8-14%**

**Pros:** Less investment required in a cohesive transformation programme.

**Cons:** Savings will not be targeted in an intelligent way or considered at an organisational level. As ECC has already delivered significant savings, it is unlikely that savings in the order of £100m will be easily identified by budget holders. This approach will not make the organisation leap required to respond to the challenges of the changing world we live in and doesn't provide a single picture of change for ECC or opportunities for more collaborative working.

This option is not recommended because without a Whole Council Transformation Programme we are unlikely to achieve our objectives and ambitions in relation to Everyone's Essex, and changing world we live in. Even the financial sustainability factor is significantly less likely to be delivered.

## 6 **Issues for consideration**

### 6.1 **Financial implications**

6.1.1 It is expected that Whole Council Transformation will deliver £100m of financial benefits by 2028. To date, £1.8m of funding has been approved for drawdown from reserves to support development of the Whole Council Transformation programme.

6.1.2 To support the programme through the first phase, the recommended option set out within this paper has two elements with financial implications; mobilisation and delivery resourcing, and procurement of a transformation partner.

6.1.3 To enable the mobilisation and delivery of the first phase of Whole Council Transformation, funding of £1.6m is requested from the Transformation reserve to enable staff resources to be put in place over a period of 16 months (to April 2025) as follows:

<b>Roles requiring funding</b>	<b>Cost for 16 months £000</b>
Programme Director	184
Head of Portfolio	147
Strategic HR	107
Strategic OD	141
Change management	299
Senior Performance & BI Analyst	85
Programme Manager	122
Delivery Assurance	121
Snr Business Design & CI Consultants	233
Junior Analyst	51
Project Support/APM	104
Procurement support	32
Senior Finance Business Partner	-
Comms support	-
Recruitment costs	10
<b>Total</b>	<b>1,636</b>

Funding for the Senior Finance Business Partner will use remaining funding from previous decisions, and Comms support will be an opportunity cost. Profile of the drawdown from reserves is assumed as follows:

<b>Element</b>	<b>Period Funding will be Utilised</b>	<b>Value of Transformation Reserve Funding</b>			<b>Total £000</b>
		<b>2023/24 £000</b>	<b>2024/25 £000</b>	<b>2025/26 £000</b>	
Mobilisation and Delivery Team	January 2024 - April 2025	311	1,219	106	1,636

Funding will only be drawn down when required to meet the actual level of expenditure incurred.

6.1.4 At this point, it is estimated the procurement of a transformation partner will have a contract value in the region of £1m to £2m. If a contract is awarded, this will be recommended to be funded by drawdown from the Transformation reserve in a separate decision paper. Before recommendations in this report, there is currently an uncommitted balance of £53m in the reserve.

## 6.2 Legal implications

6.2.1 Section 3 of the Local Government Act 1999 says that the Council must make arrangements to secure the continuous improvement in its service. Section 3(2) requires consultation to be undertaken on such arrangements. The Council will need to review whether the transformation programme is or becomes part of its arrangements to secure continuous improvement in its services. The case of *R(Nash) v Barnet LBC* [2013] EWCA Civ 1004 makes it clear that high level programmes can become arrangements which are within section 3 of the Act, triggering the duty to consult.

6.2.2 It will be important to ensure that any procurement is lawful and that we have an open mind when selecting a transformation partner. Any use of a third party framework agreement will need to be carefully considered with legal advice, particularly if it is a single supplier framework.

## **7 Equality and Diversity Considerations**

- 7.1 The Public Sector Equality Duty applies to the Council when it makes decisions. The duty requires us to have regard to the need to:
- (a) Eliminate unlawful discrimination, harassment and victimisation and other behaviour prohibited by the Act. In summary, the Act makes discrimination etc. on the grounds of a protected characteristic unlawful
  - (b) Advance equality of opportunity between people who share a protected characteristic and those who do not.
  - (c) Foster good relations between people who share a protected characteristic and those who do not including tackling prejudice and promoting understanding.
- 7.2 The protected characteristics are age, disability, gender reassignment, pregnancy and maternity, marriage and civil partnership, race, religion or belief, sex, and sexual orientation. The Act states that 'marriage and civil partnership' is not a relevant protected characteristic for (b) or (c) although it is relevant for (a).
- 7.3 The Equalities Comprehensive Impact Assessment indicates that the proposals in this report will not have a disproportionately adverse impact on any people with a particular characteristic.

## **8 List of Appendices**

<b>Appendix A</b>	Whole Council Transformation Strategy
<b>Appendix B</b>	Deploying the Whole Council Transformation Strategy
<b>Appendix C</b>	TS1 Approved Projects List
<b>Appendix D</b>	Equalities Comprehensive Impact Assessment

## **9 List of Background papers**

None

# Whole Council Transformation Strategy

***“Essex County Council is ambitious and by 2030, it will be one of the most forward looking, effective and financially sustainable Councils in the country.”***

**October 2023**



## 1. Our Vision for Whole Council Transformation

Following the Transformation Launch event in May 2023 an overarching vision was agreed to frame Whole Council Transformation (WCT):

***“Essex County Council is ambitious and by 2030, it will be one of the most forward looking, effective and financially sustainable Councils in the country.”***

In practice, this means that the outcomes of WCT must significantly:

1. Improve how services are delivered, including through innovative approaches.
2. Reduce the cost of delivering services, including for the longer term.
3. Improve or sustain defined outcomes for Essex residents.

## 2. Why Whole Council Transformation?

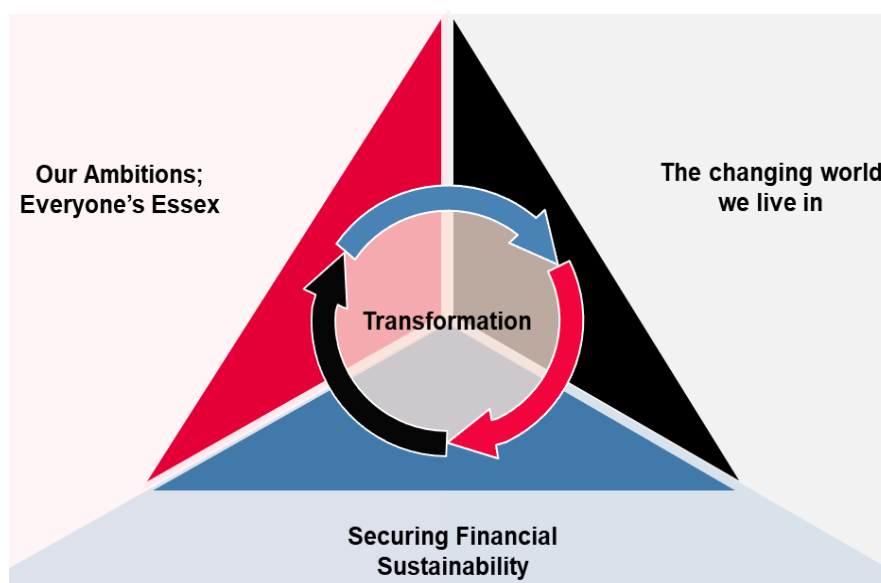
Transformation is not a new concept to Essex County Council (ECC), having previously undertaken two phases during the period 2008- 2017 which collectively realised more than £680m in savings. The driver for these phases was austerity and financial pressures, with less emphasis on non-financial benefits.

This is not the case for the current phase of Transformation with three, high priority strategic drivers in play; simultaneously and calling upon the same finite resource. It is for this reason that a *Whole Council Transformation* approach has been adopted.

WCT provides an exciting opportunity to re-energise our organisation to truly work together and to support everyone to be a positive force for change both for employees and the people of Essex.

The interaction of three Strategic Drivers for Change are shown in the diagram below which are expanded further underneath.

**Figure 1: Factors driving the need for Whole Council Transformation**



## Everyone's Essex

Everyone's Essex was launched in 2021 and sets out 20 commitments up to 2025. It is focused on four areas where outcomes really matter for the quality of life for all people in Essex. They are:

- Strong, inclusive and sustainable economy
- High quality environment
- Health, wellbeing and independence for all ages
- A good place for children and families to grow

## The Changing World We Live In

Below are but a few examples of the scale and pace of change that will be seen in Essex and beyond by 2030. ECC must address these challenges and opportunities as part of this WCT.

- **Demographic shifts:** Essex's population is growing by c.200 people per week. By 2030, 1 in 4 people will be aged 65+ and two-thirds of this group are expected to live with multiple health conditions.
- **Technology:** The evolution of technology is moving at a breakneck pace and it's only going to accelerate. For example, it took 12 years from the release of the first mobile phone to reach 50 million users. It took Facebook four years to reach the same number of users, WeChat only one year and Pokémon Go just 19 days.
- **Modern Workplace:** Most people who took up homeworking because of the coronavirus (COVID-19) pandemic plan to both work from home and in the workplace ("hybrid work") in the future, according to data from the Opinions and Lifestyle Survey (OPN).
- **Devolution:** Whether formally through a 'deal' or informally through excellent working practise we will work on a Greater Essex footprint, particularly on the drivers of economic growth and productivity. We will pursue greater control of powers and resources to improve the lives of Essex residents.

## Securing Financial Sustainability

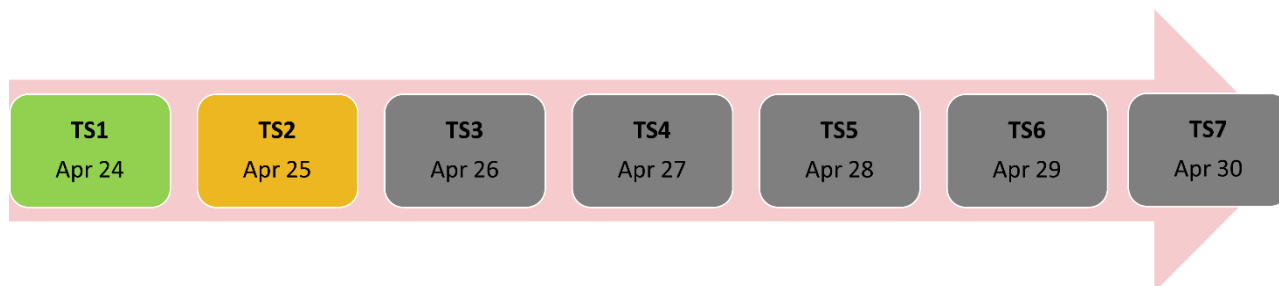
Whilst this phase of Transformation is not *only* about the money, addressing the growing financial gap is an essential component to securing the future of Essex. We face real-terms reductions in funding, increasing demand for services, a difficult macro-economic environment, and increasingly frequent financial failures across the local government sector. It is for this reason that a minimum of £100m (8% of the revenue budget) of savings has been assigned to WCT.

## 3. Our Strategy for Whole Council Transformation

Below are the changes we expect to see in the way we deliver Whole Council Transformation, it should be read in conjunction with the companion document: ***Deploying the Whole Council Transformation Strategy***.

- We will establish a single Transformation Programme to ensure both strategic alignment and efficient use of finite resources. Change professionals and leaders will be provided with the skills and tools to make this happen.
- We will articulate the programme through Transition States (shown in figure 2) which guide and structure our Whole Council Transformation journey. They will be aligned to the electoral and business planning cycles.
- We will use Delivery Portfolios (shown in figure 3 below) to bring together the implementation of projects to create a force multiplying effect.
- We will increasingly align Change activity with partners across the public sector.
- We will base our decisions on evidence and data and expected benefits will be high impact, measurable and aligned to political priorities.
- We will ensure we place equal emphasis on long term prevention and on solving the here
- We will experiment with new ideas and take active decisions about slowing down, speeding up or ceasing projects to maximise delivery.
- We will actively seek ideas, innovation and best practice from within the whole organisation as well as further afield, including Universities and sectors similar and different to our own.
- We will embrace digital opportunities increasingly as we secure our technological foundations.
- We will support all employees to engage with the ambition of WCT and build the optimistic collaborative culture of ECC.

**Figure 2: Transition State End Dates**



**Figure 3: Delivery Portfolios for Transition State 1**

Strong Foundations	Independent Adults	Community Resilience	Modern Digital Council	Effective Organisation	High Quality Environment	Operating Model
Strengthen family resilience and stability including vulnerable groups	Adults maintaining an independent and fulfilled life as possible	Education to support Essex residents to lead a healthy lifestyle	A leading-edge digital council that drives excellent customer service, on a greener smaller ECC estate	Foundation for a forward looking effective and resilient organisation	Net zero Essex, minimising waste, modernising transport and considering aesthetics of place	Devo plus Creating a way of working for ECC that addresses our future ambitions

# Deploying the Whole Council Transformation Strategy

***“Essex County Council is ambitious and by 2030, it will be one of the most forward looking, effective and financially sustainable Councils in the country.”***

**November 2023**

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## Introduction

This document sets out the deployment approach for implementation of the Whole Council Strategy (WCT); it should be read in conjunction with the Whole Council Transformation Strategy (WCTS). It lays out how Essex County Council (ECC/'The Council') intends to manage WCT through the different transition phases.

The deployment of the Strategy should be seen in context of the accompanying business case. There will be a business case for each Transition phase, which will identify the resources needed and the schedule of projects and programmes for each phase.

## Section 1: Financial Sustainability

### Financial strategy

The WCTS sets out why The Council is doing WCT and the strategic drivers for change (these are not repeated here). The bed rock is financial sustainability, as without that ECC cannot deliver on the ambitions of Everyone's Essex and respond to the fast-changing world.

In the wake of the pandemic, the UK has experienced persistent double-digit inflation and is now adjusting to higher interest rates. This presents a major challenge to the financial sustainability of councils across the country. Large cities and counties face significant difficulties in being able to set balanced budgets. These same pressures will continue to test the financial sustainability of ECC for many years to come.

ECC manages significant resources on behalf of residents and taxpayers and have a huge opportunity to influence outcomes across our county. As at 2023/24, net spend is **£1.177 Billion** and gross spend **£2.294 Billion**. The current medium-term outlook is incredibly challenging – the latest forecast (at October 2023) shows a financial gap of £172m by 2027/28, or around 15% of net expenditure. There are already plans in progress with £71m of savings planned to mitigate this gap but considerably more is needed to secure financial sustainability. **Our aim is that WCT will deliver at least £100m of savings by 2028.**

Unavoidable inflationary pressures are a major driver of the gap, however ECC also faces specific challenges that WCT will be targeted at:

- **Demand:** Growing demand and the increasing complexity of that demand: post-pandemic, demand for adults and children's services has increased beyond our capacity to respond. Over the next 4 years there is an expected increase of £62m due to an ageing population, the realisation of pent-up pandemic demand, and increasing complexity. ***WCT will focus on early intervention and demand management programmes.***
- **Improving affordability & prioritisation of the capital programme:** ECC has an ambitious capital programme of £1.4bn over the next 4 years. Increased interest rates (currently 5.25%) and bond rates have driven up the cost of borrowing, eating into spending power. The annual revenue cost of financing our capital programme is now forecast to grow by £39m over the next four years. ***ECC needs to ensure that the capital resources are focused on those projects and programmes that are a priority for WCT.***

Alongside these pressures, there is considerable uncertainty on other key drivers of cost & income. For example, the cost-of-living crisis is expected to increase demand for our services, whilst putting pressure on the collection of council tax and business rates. ECC faces considerable uncertainty around funding from central government. There are no

guarantees on funding beyond 2024/25, which puts at risk over £400m of general and specific government grants (17% of ECC funding).

ECC's track record of sound, long-term financial management means that it is able to make changes to how it works, to move towards financial sustainability and avoid future crises. WCT will not be the only route to achieving this:

- alongside Transformation all services will also need to delivery efficiencies, savings and continuous improvement through local change.
- Cabinet Members will need to prioritise to identify opportunities to save money and pivot money to focus on higher organisational priorities.

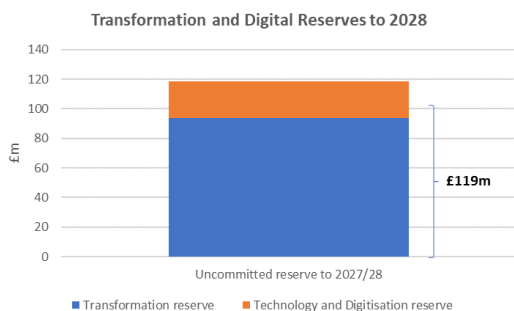
However, WCT will represent a step change and will be major contributor to the future financial sustainability of the Council.

## Resourcing Whole Council Transformation

ECC's change delivery capabilities are already quite mature, with established ways of working, governance, and controls, and a "Transformation Delivery and Support team" (TDS) that stakeholders trust. However, the WCT programme is significantly more complex and challenging to design and deliver than previous transformations. Which means ECC needs to expand the range of capabilities & review the operating model to create a 'Transformation Centre of Excellence' (*the mobilisation approach to review of the operating model is set out in the Transition State 1 business case*).

Delivering WCT will require significant investment. ECC has earmarked reserves to support the change. The financial foundations are the Transformation reserve and the Technology & Digital reserve. The investment over the period to 2028 is £119m or around £20m per annum.

**Figure 2: Availability of reserves to 2028**



WCT needs to deliver cumulative cash savings by 2028 in the region of £250m-£300m against a base line revenue saving of **at least £100m**. During Transition State 1, ECC will define a profiling of the investment to ensure it is phased and sustainable over the lifetime of WCT. ECC will balance between investment in early-stage research to assess viability of ideas; in experimentation & piloting; versus investment to deliver projects. Invest-to-save will be a key driver around future prioritisation as to how Transformation reserves are deployed.

## Section 2: Requirements for Deployment

It would be impractical to set out a detailed roadmap to 2030, and unwise to make specific predictions about the future. Where others have attempted to do this, their predictions have, in almost all cases, been wrong in important ways and can lead to higher costs and poorer outcomes for residents and communities.

ECC can draw conclusions about the *type* of challenge faced to 2030 and use this to shape WCT plans. The challenges set out in the WCT Strategy will be more complex than many of those faced in the past. It is essential that WCT develops a **different operating model**, encompassing new ways of working, new systems, processes, structures and cultures.

Good services will remain core – any future operating model must preserve ECC's role in serving residents. Changes to our operating model will need to increase the effectiveness and resilience of the Council, including building the capability and culture that enables ECC to learn, change and adapt. The critical success factors will be the extent to which change equips ECC better to tackle the challenges facing communities, to deliver on the promise of Everyone's Essex, and to move towards financial sustainability in the short to medium-term.

The specific factors that influence future change will evolve. There are, however, a range of areas where the Councils need to make significant progress in how it works. WCT will provide the framework by which ECC can make strategic leaps to:

- **work more effectively within, and exert influence upon, the wider interconnected system of public services** and political decision-makers. This means collaborating effectively to influence the policy levers controlled by other partners & adapting to changes secured through devolution. Whatever the outcome of the current round of negotiations, ECC will continue to pursue greater devolution from government, meaning that ECC will need to build the capability to influence decisions within a new local government model.
- **strengthen our capabilities around managing demand**, investing in the future by focussing on medium and long-term demand reduction and avoidance, recognising that, in some cases, direct returns are unlikely to be seen for several years.
- **exploit joint opportunities on workforce, property, shared services and joint commissioning**. This will require radical thinking and the exploration of options which have not previously been exploited, including with partners.
- **make better use of data, insight and evidence** on the needs, perspectives and lived experience of our communities, populations and of specific groups and cohorts. Enhanced insight capabilities will enable us to take decisions, shape services and target interventions in ways that better reflects the specific needs and identities of these groups.
- **deploy advances in technology** - improving engagement with citizens, building a fundamentally better experience for residents as they interact with the council, and automating processes where appropriate to secure efficiencies.
- **become a more effective learning organisation** – one that is agile, intuitively adaptive, flexible, and equipped to deal with new challenges and changing circumstances.
- **work more effectively at 'place' level** – delivering change alongside partners and communities across a range of intersecting geographies; and



- **enable political choice** – including the development of options that enabled members to maintain levels of council tax at the lowest levels consistent with sustainable services.

These changes will have an impact on the use of technology, property, and the workforce over the medium term. ECC will avoid setting arbitrary targets around the size of our estate, the type of technologies deployed or the future size of our workforce. Future decisions will be evidence based, driven by changes to our operating model, and the specific outcomes ECC is aiming to achieve.

## Section 3: Implementing the framework

In recent years ECC's approach to securing strategic change has been driven from the 'bottom-up' by the council's functions and business units. This has delivered significant successes in key service areas – including the unprecedented Ofsted assessment that ECC's Children's Services are 'outstanding' in all areas of inspection.

To deliver WCT, we will need to create a new framework and create new conditions to secure effective change. These will build on the strengths of functional level change programmes, supporting and enabling a joined-up **Whole Council** approach to transformation.

### Transformation Design Principles

WCT will not be achieved in a single step. It will be a function of the many choices made on the design, development and delivery of specific portfolios, programmes, and projects. It is important, therefore, that these choices are made with reference to a consistent set of 'transformation design principles' that are applied across the WCT programme. These eight design principles will be used to evaluate, test, and refine all work being advanced within the WCT Programme and will form an explicit part of the decision making for all change projects or programmes:

1. **strengthen systems working** – enhancing ECC's role in the wider system of local government and public service provision across Greater Essex. Change should enhance ECC ability to operate effectively alongside partners, and to influence the broader system to improve outcomes and secure financial sustainability. Proposals will have an explicit and conscious decision around the opportunities to collaborate with Essex councils.
2. **co-design services** – change should be rooted in the views, perspectives and lived experience of residents and communities. Service users should be appropriately involved in designing services and there will be work with communities to co-produce user solutions.
3. **avoid demand** – proposals for change should create opportunities to reduce demand in the medium and long-term, and/or avoid potential new demands on services, recognising that the direct returns may not be seen for several years.
4. **exploit digital opportunities** – enabling, or being enabled by, efforts to push digital and data capabilities to the next level. The Council will need to be innovative to 'leapfrog' to new solutions. To achieve this, we will need to thread digital thinking throughout WCT and create a framework that supports experimentation in digital and AI.
5. **strengthen relationships** with providers, enabling us to harness suppliers' and markets' widest capabilities & problem solving abilities to secure outcomes.

6. **magnify existing strengths** - building on and sustaining areas where the Council has enjoyed success and being bold enough to stop things that don't work as hoped. The Council must demonstrate it learns lessons from both good practice and historic mistakes. This applies equally to our services that are well run and our attention to continuous improvement.
7. **unlock innovation** – enabling experimentation, piloting and test and learn approaches in new areas, employing capabilities from all sectors (e.g., universities, public, private and third sector) to support discovery and research, with a balanced Whole Council portfolio.
8. **follow the evidence** – change proposals are based on strong evidence and rooted in delivering the difference for residents, improving outcomes in the long term, and addressing challenges facing our communities now.

Where the evidence suggests that proposals align with these principles ECC's leaders should be confident to progress change.

### Conditions for Success

To progress WCT, the Council needs to set the right conditions across the organisation to foster success. The creation of these conditions will be underpinned by pieces of work called 'enablers' which are set out in the business case for each transition state; there are specific pieces of work and investment required to build the culture, capability and conditions required for WCT. There are seven conditions that will be essential to success (*the accompanying business case sets out the resourcing approach for these in transition state 1*):

1. **Whole Council ownership:** Creating WCT requires leaders, managers and team members across ECC to work in the interests of the whole council. This means behaving, and take decisions, as a single organisation, recognising the connections and interdependence between our functions, promoting the financial sustainability of the whole council, and enabling a culture and behaviour set which values collaboration over competition. WCT requires a 'Whole Council mindset'. *How: this will be achieved through having one governance and decision-making framework (section 4)*
2. **Workforce buy-in.** WCT cannot be achieved without the engagement of ECC's workforce. Ongoing engagement, and meaningful dialogue, around our approach to transformation, emerging plans and specific solutions will be vital if employees are to get behind transformation and feel confident to offer their ideas. *How: the business case outlines an investment into communications and employee engagement capacity to underpin the programme*
3. **Fostering creative ideas.** There is a risk that the process of planning, structuring, and delivering change crowds out the space for employees, teams and leaders to express their creativity and to develop solutions that can be trialled, tested and taken to scale. As the Council implements WCT it will need to work hard to preserve and support creativity – enabling the best ideas from our teams to shape the change. *How: The Council will invest in capability of staff to build their commissioning capability (Workforce Strategy investment November 2023). It will invest in research and experimentation as part of each Transition state set of projects & programmes.*
4. **Leadership development.** The Council will support senior political and officer leaders to build a clear and shared understanding of the major issues faced, and to define a clear direction for continuing success. The Council will support the leadership to create a culture that is accepting and supportive of change. This will mean a shift of attention from reactive problem solving to co-creating the future. The Council will also support the development of change professionals. Practical support

will be provided to managers to build personal and team resilience, helping people and teams to manage both intended and unintended consequences of change. *How: The Workforce Strategy (November 2023 investment) includes a leadership development programme underpinning WCT*

5. **A stronger learning culture.** ECC wants to develop a WCT in which everyone is supported to be comfortable with uncertainty and hungry for experimentation. The Council will need to try things out and to be confident to stop them if they aren't working, reflecting, and capturing the learning to inform future decisions. *How: an agile approach to development funding small scale experimentation will be developed in Transition state 1.*
6. **Mature approach to benefits realisation** focussing not only on savings but also cost avoidance where demand is escalating. Ensure that approaches are embedded that give weight to achieving defined outcomes for residents, using evidence to baseline and measure non-financial benefits that have the greatest impact on our communities. *How: a new business case approach and assurance approach will be implemented in Transition state 1. There will be a greater use of external bodies to independently verify benefits in parallel with building in-house capability.*
7. **Integrating WCT with our wider planning framework.** WCT is just one element of ECC's wider framework for securing change. The way Essex plans transformative change, takes decisions and allocates resources to change must compliment and align with ECC's planning framework. Business planning is a key organisational capability: this encompasses business-as-usual service delivery, maintain leading edge professional practice and securing continuous improvement. *How: for the 2025/26, the Council will have in place a mature and consistent whole council planning framework integrating transformation, service and financial planning (in pilot during 2024/25).*

## Section 4: Managing the ongoing process of change.

Securing change in ECC at a scale and at a pace to match changes in our operating environment is a major challenge. How the Council "does change" is as important as what it changes. Throughout the WCT programme, ECC will seek to honour people's sense of choice, freedom, autonomy, and agency.

### Structuring our change journey

To help ECC manage uncertainty in a safe way, and to maintain focus and pace when working to a long-term time-horizon, there will be a series of 'transition states' to structure WCT in clearly defined time frames.

Each transition state will be a defined point along the journey where shifts in capability, milestones or specific outcomes are achieved. ECC will define, for each transition state, the outcomes, capabilities, enablers, financial benefits, or service improvements the council needs to demonstrate at that point in time. There will typically be a period lasting no more than 2 years between transition states. Each transition state will also provide an opportunity for ECC to reflect, consider changing circumstances and re-orientate its journey to reflect new priorities, insights or intelligence. Working through transition states will also ensure we can invest time, ahead of key decision points, in enabling research, discovery activity and experimentation.

There will be one Whole Council set of Transformation projects and programmes approved by Cabinet for each Transition state. Change control processes will be embedded through the governance, to ensure prior to initiation of any new Transformation project, it goes

through decision making, to ensure (i) that it is a priority (ii) can be mobilised and (iii) that there is not change overload.

When taken together our transition states will provide structure to our change programme. They will be directional – earlier transition states will be more sharply defined, and later transition states will be defined as the change journey progresses. We anticipate that our transition states will have influence across the wider organisation – not just on those projects that fall within the scope of the WCT programme, but on business-as-usual activities that contribute to the WCT outcomes. We anticipate that they will play a role in influencing and guiding business plans, teams' plans and project plans, as well as helping to guide the selection and shaping of projects and initiatives that are necessary to achieve transformation outcomes.

**Transition state 1 is set as April 2024.** It is focused on mobilising WCT, including enabling workstreams, and delivery of in-flight Transformation projects.

### **Developing a cohesive change programme**

We will deliver WCT through a single, cross-organisational programme. This programme will cover all projects and initiatives that support the overall transformation and the inclusion of projects within one programme, enabling WCT to maintain integrity.

We will prioritise resources and effort where it has the greatest impact for WCT objectives and will adopt projects into the programme on that basis, using the transformation principles and delivery of benefits, financial and non-financial. We will maintain focus on performance and will be clear in our approach to change control where projects have not progressed as planned. We will be bold in stopping things that are not working. Where projects are successful, they will end well, and the learning will be shared to inform future practice: there will be a series of 'spotlights' highlighting and sharing good practice at the Transformation Board.

Alongside the Transformation Programme itself there will be a range of activity delivered within functions that contributes to the outcomes defined in WCT, this will be understood in each delivery portfolio so outcomes can be tracked. This will include delivering savings or transition state outcomes defined in the delivery portfolios. This work will not have access to Transformation resources but will form part of the outcome reporting provided to Transformation Board.

The definition of each transition state, and the process through which change activity is prioritised is vital. The process is often iterative and almost always based on imperfect data. As we define future transition states, senior leaders will prioritise investment requests that meet the Transformation Principles above and reflect the key drivers of the programme: Everyone's Essex ambitions, changes in the world we live in, and the need to secure financial sustainability.

To support the successful delivery of outcomes and savings of the WCT transition states our work will be structured into 'Delivery Portfolios': these are set out in more detail in the Whole Council Transformation Programme Mandate for TS1 Business Case section 3. This enables all work to be aligned to the outcomes of WCT while empowering experts to lead delivery. It allows us to create the 'balanced delivery portfolios' essential for success, each overseen and sponsored by a member of ECC's Corporate Leadership Team, accountable for its success.

Our delivery portfolios will also enable a mature approach to benefits realisation: non-financial outcomes and financial. We will ensure that costs are not shunted between

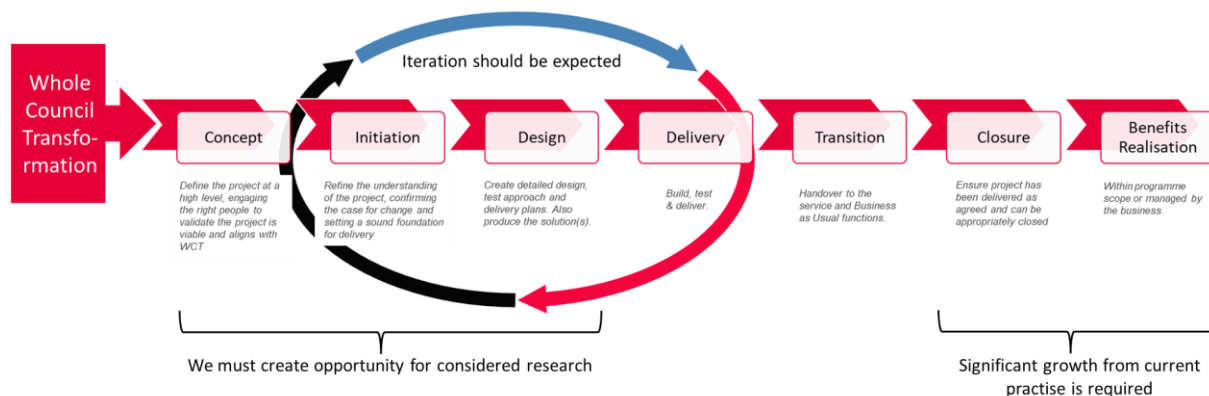
services, that support services and front-line functions are recognised as contributing to the same objectives, and that realistic assessments of demand and cost avoidance are appropriately valued alongside cashable financial savings.

To enable this, we need to strengthen our evidence base throughout WCT, ensuring that we set clear baselines and understand expected delivery for all projects and initiatives – our delivery assurance framework will ensure the transparency through the governance hierarchy. This means actively monitoring performance with activity milestones that link clearly to our over-arching outcomes. There will also be a clear link back with functional business plans to further strengthen links between 'managing the business' and 'transforming the business'.

## Change Methodology

Our WCT programme will be bold and ambitious and will support experimentation. We will use best practice project methodologies to ensure that risks are managed, and that experimentation is contained within acceptable parameters.

**Figure 4: Whole Council Transformation project delivery methodology**



The change management methodology that is used at Essex County Council is ADKAR. Both the project delivery and change management process are in use, but just as we describe a big leap in ambition for transformation, we should expect a commensurate leap in capability and standards in the change professions and change leaders. This is particularly so in the design/research phase where more analysis is needed and in benefits realisation which we highlighted as a key condition for success.

## Transformation Governance

WCT will be underpinned by effective governance. The success of our governance structures and processes will be defined by their ability to:

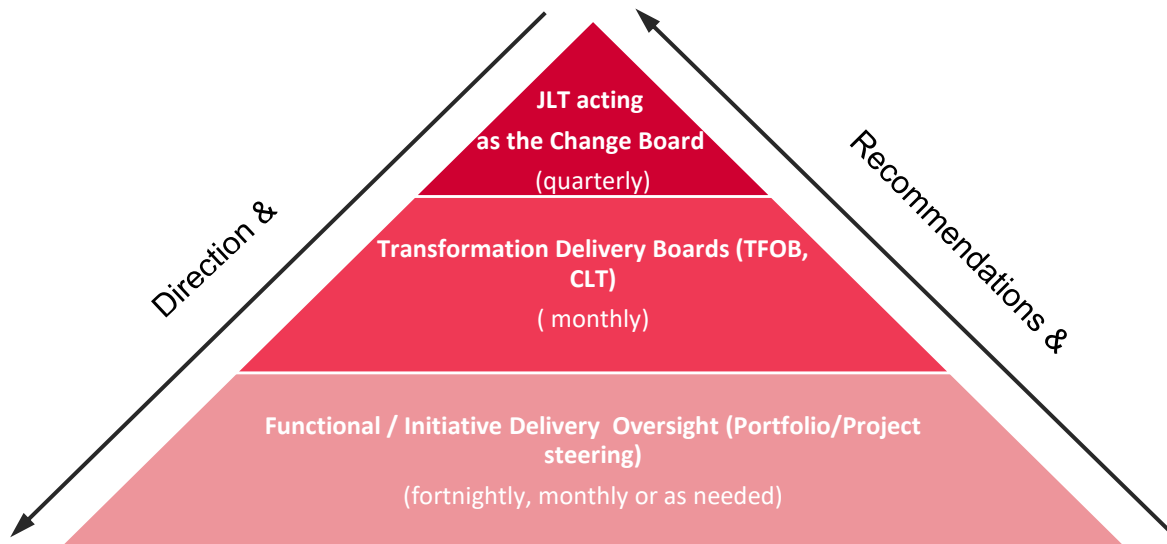
- enable collective, whole-council decisions on prioritisation and direction.
- drive performance by holding those leading change to account for delivery.
- support delivery – including by unlocking resources in a timely way.
- adapting to changing circumstances.

Boards created to oversee WCT (shown in figure 5 below) will be the only forums that will review and approve funding or resourcing for transformation activity across ECC. This recognises that other non-Transformational activity will occur within the 'wider planning



framework' but the activity that is most important for the Whole Council will be prioritised, sequenced, and approved through WCT governance processes, collectively agreed by the Transformation governance. Impacts of potential outcomes, delivery results and ambitions can be balanced at a Whole Council level. The key elements of this model are illustrated below.

**Figure 5: WCT: High level governance model**



Decisions on the strategic direction of WCT, the outcomes the programme seeks to achieve, and the council's overall investment in the change will be taken by Members of ECC's Joint Leadership Team (JLT) – Cabinet and Corporate Leadership Team (CLT) members working as a single body. PLT continue to provide political oversight to ECC including WCT.

The Transformation and Finance Oversight Board (TFOB) and the Corporate Leadership Team (CLT) will play complementary roles in monitoring and providing assurance on delivery and activity. The TFOB will maintain an overview of expected outcomes and the financial benefits, ensuring these are achieved as expected across transformation projects, delivery performance of the overall transformation and scrutinise projects prior to their approval and any draw down of resources required through a Cabinet Member Action (CMA). The Corporate Leadership team will monitor the delivery of each transition state and guide the direction of overall delivery to 2030. CLT will also play a role both in managing stakeholders to help drive successful project and outcome delivery and, where appropriate, resolving cross council dependencies; and in releasing appropriate resources to support the capability and capacity of the WCT Programme.

Finally, local delivery portfolio boards and project steering boards will play a role in overseeing project delivery within the agreed parameters set by their approval. Although governance structures have been designed to strengthen the 'Whole Council' approach, the delivery of change may be led within individual functions and portfolios. Where these local oversight arrangements are in place these will work openly with the WCT governance providing information required to allow progress to be tracked at the aggregate level.

## **Section 5: What next? Your role in Whole Council Transformation**

The approach to WCT set out in this document will see ECC take a strategic leap forward in its ability to deliver better outcomes and secure financial sustainability. The approach will bring about profound and fundamental shifts in the way the Council thinks about its role and

about how it operates. This will feel uncomfortable at times – securing meaningful change always is.

The Council has deliberately not set out an ‘end state’ or ‘vision’ of what the council will look like in 2030. Rather it has set out the mechanisms through which it will deliver change in the short to medium-term, and the conditions that will be put in place to enable innovation and unlock creativity. As the Council advances through the defined transition states, it will develop and refine a clearer picture of the destination, with ongoing iteration and review.

All employees and all Members will have a role to play in supporting WCT. ECC’s most senior leaders have committed to developing a WCT programme that is inclusive and harnesses the value of our Members’ and employees’ insights and experience. Political and officer leaders will depend on everyone’s support and input to help them define and refine thinking on future changes. They will need employees to offer their ideas, to engage with the challenges facing the council, and to provide constructive challenge where this is necessary.

To play this role, employees and Members will need to engage with the programme, be kept informed about its scope and progression, and understand that changes are motivated by the desire to make a real difference in the lives of residents and communities across Essex – however uncomfortable these changes may feel in the moment.

Working together in this way – with a ‘Whole Council mindset’ – gives the Council the best chance of success. It will be fundamental if ECC is to move the council towards a financially sustainable footing, deliver political leaders’ ambitions for the county, tackle the challenges facing Essex and continue to make a meaningful difference in the lives of those who rely on Essex services.

Delivery Portfolio	Project Name
Community Resilience	Health in All Policies roll out to all Public Sector organisations in Essex to ensure the health implications of all policies/decisions are considered
Community Resilience	Mental and physical health awareness campaign development
Community Resilience	Develop and implement a clear ECC Population Health Strategy
Community Resilience	Expansion of place-based working Local Delivery Pilots beyond Colchester, Tendring and Basildon
Community Resilience	Active Essex system strategy implementation to improve health and wellbeing
Community Resilience	Voluntary and Community Sector Infrastructure review - development and implementation of future commissioning model to meet the growing challenges within communities
Community Resilience	Active schools - development & roll out of a school games programme to improve health and wellbeing outcomes
Community Resilience	Public Health contribution to districts to support delivery of place-based health and wellbeing initiatives within their communities
Community Resilience	Strengthening Integrated Care Board /National Health Service collaboration to ensure better alignment of commissioned treatment pathways
Community Resilience	Risk Avert - behavioural change programme roll out to improve young peoples' self-efficacy in managing risk behaviours
Community Resilience	Making Every Contact Count - intervention training roll out to front facing workforce to signpost citizens to services supporting their health and wellbeing
Community Resilience	Develop and implement a Healthy Weight Strategy
Community Resilience	Delivery of the Essex Wellbeing Service to promote wellbeing and preventing needs from escalating
Effective Organisation	Social Care Platform Programme
Effective Organisation	Cloud Migration: Moving our applications to cloud hosting
Effective Organisation	Network and Voice Programme: Upgrading Contact Centre telephony technology and procuring a managed service for Essex County Council's network infrastructure
Effective Organisation	Chip and Pin Device Replacement and Purchase to Pay Upgrade
Effective Organisation	Decommission of FRAEDOM system for re-paid cards
Effective Organisation	Payment Card Industry Compliance
Effective Organisation	Private Key Infrastructure with Hardware Security Module: Store and manage digital certificates
Effective Organisation	End User Device: Replacement of Essex County Council's device estate
Effective Organisation	Call Monitoring - Introducing Reporting & Call Recording
Effective Organisation	Banking & Merchant Services Contract Tender
Effective Organisation	Business Support Transcription Project
Effective Organisation	Spans, Layers and Management Pay Review
Effective Organisation	Outsourcing Corporate Payroll Services
Effective Organisation	Introducing Electronic Direct Debits in Transactional Services
Effective Organisation	Implement Security Operations Centre
Effective Organisation	Re-procurement of electronic payment solution Capita Pay 360
Effective Organisation	Fully implement Microsoft 365 functionality
Effective Organisation	Small IT Projects
Effective Organisation	Migration of data and reporting from on premise delivery to Microsoft Azure Analytics Cloud Platform
Effective Organisation	Enterprise Service Management Tool (ESMT) Reprocurement
Effective Organisation	Billing for Social Care in My Oracle
High Quality Environment	BioDiversity Net Gain Pilot - land management of Green Spaces to offset developers carbon contributions
High Quality Environment	Greening Procurement - translating and mobilising procurement strategy around climate impact into policy and delivery
High Quality Environment	Standardising and Embedding Carbon Footprint Calculations into Financial and Policy Decision Making
High Quality Environment	Enabling Behavioural Change to Sustainable Transport Programme (Pilot)
High Quality Environment	High Quality Environment – research, innovation and capacity across ‘Place’ (to also include Local Transport Plan 4 Strategy and Research)
High Quality Environment	Healthier Greener Cities - Transport Funding Redesign Case for Change Feasibility
High Quality Environment	Implementation of All Vehicle Booking System for Waste Service
High Quality Environment	Waste Behaviour Change Pilots Defined & Delivered
High Quality Environment	Highways and Infrastructure Planning solution
High Quality Environment	Future Highways Service Provision Model Development Programme
High Quality Environment	Annual Love Essex Campaigns to support reduction in Waste (delivered to 2030)
High Quality Environment	New Essex Waste Strategy Adopted
High Quality Environment	Residual Waste Contract Procurement Completed (mid term)
High Quality Environment	Delivery of a reduction in Food Waste (from Residual Waste)
High Quality Environment	Green Growth: Enabling/Creating local skills and investment opportunities
High Quality Environment	Waste Behaviour Change: Optimisation of the Recycling Centres for Household Waste
Independent Adults	Data Quality Improvement Plan Development and Implementation



<b>Independent Adults</b>	Co-production/lived experience: development and delivery of a framework, toolkit and medium term plan to improve our approach
<b>Independent Adults</b>	Workforce Future Outlook - Review Adult Social Care workforce recruitment and retention challenges
<b>Independent Adults</b>	Future of Intermediate Care – development and implementation of new model
<b>Independent Adults</b>	People Waiting - Minimise Waiting Times
<b>Independent Adults</b>	Review of Essex Cares Ltd
<b>Independent Adults</b>	Care Charging Reform – Maximising Adult Social Care Income
<b>Independent Adults</b>	All Age Carers Strategy Development and Implementation
<b>Independent Adults</b>	Mental Health Transformation Programme
<b>Independent Adults</b>	Disability Strategy Implementation with Meaningful Lives Matter as Delivery Vehicle
<b>Independent Adults</b>	Early help, Information Advice and Guidance and customer pathway Enhancements (Digital Adult Social Care)
<b>Independent Adults</b>	Care Market Strategy - Shape and develop market capacity to meet demand
<b>Modern Digital Council</b>	Review and Develop Adult Community Learning Transformation Plan
<b>Modern Digital Council</b>	Accelerating Service Area Asset Reviews completion to speed up identification of options for asset rationalisation and modernisation
<b>Modern Digital Council</b>	Delivering Net Zero: Energy efficiency surveys & Programme development to 2030
<b>Modern Digital Council</b>	Estate Transformation Programme – Implementation of Sustainable Ways of Working / Workplace Design
<b>Modern Digital Council</b>	Procurement of asset management system to enable collation of complete data on all Essex County Council assets
<b>Modern Digital Council</b>	Understand needs of communities and services for future workspaces
<b>Modern Digital Council</b>	Estate Transformation Programme - Hibernation of surplus office space to save costs
<b>Modern Digital Council</b>	Property and Facilities Management Contract Reprourement
<b>Modern Digital Council</b>	Estate Transformation Programme - office rationalisation, car parking review, storage/lockers review and digital mail implementation
<b>Modern Digital Council</b>	Customer Journey Improvements Research Project
<b>Modern Digital Council</b>	Digital, Data and Technology Market Strategy Development
<b>Modern Digital Council</b>	Create digital standards to ensure consistency of digital services
<b>Modern Digital Council</b>	Platforms for data: create a new data management functionality
<b>Modern Digital Council</b>	Civica (Ceremony Planning System) Implementation
<b>Modern Digital Council</b>	Introducing automation technology to automate processes at Essex County Council
<b>Operating Model</b>	Local Enterprise Partnership Dissolution and Transition
<b>Operating Model</b>	Devolution
<b>Strong Foundations</b>	Children's Placement Sufficiency Research
<b>Strong Foundations</b>	Fostering Development Programme to Increase In-house Placements
<b>Strong Foundations</b>	Multi-Disciplinary Team Development for early intervention response to vulnerable families and children
<b>Strong Foundations</b>	Development of Children's Residential Capacity
<b>Strong Foundations</b>	Lifelong Learning- research into opportunities to ensure that education outcomes tie into the economy
<b>Strong Foundations</b>	Education Inclusion Strategy Development and Implementation
<b>Strong Foundations</b>	Development of Special Educational Needs and Disabilities Sufficiency (Research Project)
<b>Strong Foundations</b>	Delivery of Education Taskforce in response to Covid recovery
<b>Strong Foundations</b>	Target Investment of existing funds to address deprivation and poverty holistically
<b>Strong Foundations</b>	Targeted levelling up programme to reduce imbalances in the most deprived areas of Essex
<b>Strong Foundations</b>	Development of a Medium Term Strategy Response for Separated Migrant Children
<b>Strong Foundations</b>	Discharge of statutory duties under the Domestic Abuse Act 2021

**Forward Plan reference number: FP/287/11/23**

<b>Report title:</b> Developing a Health Determinants Research Collaboration for Greater Essex	
<b>Report to:</b> Cabinet	
<b>Report author:</b> Councillor John Spence, Cabinet Member for Health, Adult Social Care and ICS Integration	
<b>Date:</b> 19 December 2023	<b>For:</b> Decision
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<b>County Divisions affected:</b> All Essex	

## 1. Everyone's Essex

- 1.1 There are few things more important in life than our health. While many people in Essex do enjoy good health, there are many others, in various parts of our county, who don't. There are a range of wider factors which can contribute to poor health, such as poor housing, poverty, financial insecurity and low skill levels. Taken together, these factors are known as the wider determinants of health.
- 1.2 Central to tackling these wider determinants is good-quality research, which enables ECC and partners to develop the evidence we need to shape decisions on service delivery, and the policies and interventions that can influence both the conditions in which people live and the opportunities available to them. The stronger the evidence, the more effective the interventions that can secure sustained improvements in health outcomes.
- 1.3 Earlier this year, ECC worked with a range of partners to develop a £5m funding bid to the National Institute for Health and Care Research (NIHR). This bid proposed the development of a Health Determinants Research Collaboration (HDRC) in Greater Essex – the area covered by Essex County Council, Southend-On-Sea City Council and Thurrock Council. This HDRC would be a new, five-year research partnership between local government, universities and local public services.
- 1.4 In late October 2023 the NIHR confirmed that this bid had been successful, and that funding would be awarded upon acceptance of the terms and conditions set out in the NIHR Health Determinants Research Collaboration contract.
- 1.5 The purpose of this paper is to seek agreement to accept this funding and delegate to officers to implement the Collaborative.

- 1.6 In doing so, it will accord closely with the ambitions within Everyone's Essex, including those relating to the economy and environment; and, more than anything, it will help lay the foundations for a serious, long-term approach to levelling up in our county.

## **2 Recommendations**

- 2.1 Agree that the Council should accept £4,999,764 funding from the National Institute for Health and Care Research for a Health Determinants Research Collaboration.
- 2.2 Agree that the Director, Policy in consultation with the Monitoring Officer and the Section 151 Officer may enter into agreements to accept the funding and implement the partnership.

## **3 Background and Proposal**

- 3.1 There are stark health inequalities across Greater Essex. The difference in life expectancy between the area's most and least deprived wards is around sixteen years for women and twenty-two years for men, reflecting variation in communities' economic and educational opportunities, and their living conditions – the wider determinants of health. Councils across Greater Essex are committed to tackling these wider determinants of health, but securing change is not easy. No single organisation can make progress working alone, yet the scale and diversity of Greater Essex, and the complexity of local public services, make it difficult to define shared priorities and agreed actions.
- 3.2 Good quality research will be essential if ECC and partners are to succeed in tackling the wider determinants of health and reducing inequality. Research can foster a shared understanding of needs, residents' priorities, and effective strategies for addressing health inequalities. To play this role, research must be trusted, speak to partners' concerns, and command attention from those who have the power to implement change.
- 3.3 To this end, Essex County Council (ECC), Southend-on-Sea City Council, Thurrock Council, University of Essex (UoE) and Anglia Ruskin University (ARU) have developed proposals to create a Health Determinants Research Collaboration (HDRC) in Greater Essex. These proposals were submitted as a bid to the National Institute for Health and Care Research (NIHR) in July 2023 in response to a national funding call.
- 3.4 The NIHR confirmed in October 2023 that this bid had been accepted and that the Department of Health and Social Care – the department that funds the NIHR's work – had agreed to provide £4,999,764 over five years to fund the Greater Essex proposals. This funding would be awarded subject to the agreement of the standard HDRC contract. The proposed funding would fully

cover the cost of the work and there is no expectation that ECC would have to cover any part of the costs of the work.

### ***What is a Health Determinants Research Collaboration?***

- 3.5 HDRCs are nationally recognised centres of 'research excellence,' based in and led by local authorities. They receive core funding from the NIHR to build research capacity and capability between local government and the academic sector. They are focused on public health improvement, enabling local authorities to undertake research and better use research evidence to inform decisions concerning the wider determinants of health.
- 3.6 The first HDRCs were established following an initial round of funding awarded in 2022. There are currently thirteen in the UK. Funding for the Greater Essex proposals has been offered as part of a second wave of eleven HDRC's, bringing the total in the UK to twenty-four.

### ***What will the Greater Essex Health Determinants Research Collaboration aim to achieve?***

- 3.7 The HDRC will work to build research capacity and capability and drive a stronger research culture across the system. It will:
- conduct high-quality, inclusive research into the wider determinants of health, focused on those areas of Greater Essex where health outcomes are poorest (coastal towns in Tendring, Canvey Island, estates in Colchester, Basildon, Harlow, Southend-On-Sea and Thurrock – this geographical focus is consistent with ECC's Levelling-up strategy). The research will be focused on local needs and challenges as identified through joint strategic needs assessments and consultation with local partners, political leaders and residents.
  - support professionals to undertake research and to use research findings to better inform decision-making. We will work with existing researchers, senior officers, political leaders, and residents to develop Greater Essex's skills-base and help foster a supportive environment for research.
  - engage with GE professionals, politicians, residents and local government peers across England to drive collaboration around research, and secure engagement with the HDRC's research outputs through the creative use of media and ensure that outputs influence policy decisions around the WDH.

### ***How will the development of the Greater Essex Health Determinants Research Collaboration benefit the area?***

- 3.8 The HDRC will deliver a step-change in local authority research capability within Greater Essex. The specific research topics to be examined through the HDRC have yet to be determined (a full research programme will be developed with partners during the first year of the collaboration), the collaboration will enable local authorities and their partners to undertake research which will help them to:

- develop a shared understanding of the needs of residents and communities, and of the key issues affecting the wider determinants of health in Greater Essex;
- determine the policies and interventions that will be most effective in tackling key issues, and evaluate the impact of these policies; and
- work more closely with local residents to define programmes of action that reflect their lived experience, and to enable them to inform and shape solutions.

3.9 The research activities of the HDRC will provide a stronger evidence-base which will help local authorities and partner agencies to take better informed decisions which have a higher chance of securing sustained improvements in health outcomes.

***How will the Greater Essex Health Determinants Research Collaboration achieve these objectives and secure these benefits?***

3.10 The HDRC will deliver these objectives by establishing infrastructure that supports delivery. This will involve:

- establishing a delivery team that brings together local authority officers and university researchers to deliver a research programme and lead practical work to strengthen research practice.
- creating a multi-partner Leadership Board comprising Directors of Public Health, senior officials from the NHS, from local universities and members of the public and voluntary sector. This leadership board will oversee the operations of the HDRC, engaging with partners including Health and Wellbeing Boards and ECC's political leaders to ensure they can influence the research programme. This Leadership Board will be responsible for reporting HDRC activity and outcomes to the NIHR.
- creating an 'advisory group' made up of experts in research and health inequalities to support the delivery team and improve the quality of its work.
- developing a Citizens Involvement Forum that will influence the HDRC's research ideas, work plans, and priorities and ensure we involve underrepresented groups in research. Residents will receive training to enable them to perform these roles.

3.11 Local partners have committed to support the HDRC in this programme of activity. Further detail on the HDRC's activity can be found in our Research Delivery Plan provided as an Appendix to this report.

## **4 Links to our Strategic Ambitions**

4.1 This report links to the following aims in the Essex Vision

- Enjoy life into old age

- Provide an equal foundation for every child
  - Strengthen communities through participation
  - Develop our County sustainably
  - Connect us to each other and the world
  - Share prosperity with everyone
- 4.2 Approving the recommendations in this report will have the following impact on the Council's ambition to be net carbon neutral by 2030:
- 4.3 This report links to the following strategic priorities in the emerging Organisational Strategy 'Everyone's Essex':
- A strong, inclusive and sustainable economy
  - A high quality environment
  - Health wellbeing and independence for all ages
  - A good place for children and families to grow

## **5 Options**

- 5.1 Having considered the proposals for Greater Essex HDRC the NIHR has agreed to provide c.£5m in funding over the next five years. The award of this funding is contingent upon ECC accepting the terms set out in the NIHR's standard HDRC contract. This is the contract that the NIHR will use for the first wave of HDRC's and that they propose to use for all councils that receive funding as part of the second wave. There is opportunity scope to vary the particular terms set out in this contract.

- 5.2 There are two options available to ECC:

### **Option 1: Reject the NIHR funding.**

This option is not recommended. This would result in Greater Essex partners missing out on NIHR funding for research. It would severely limit the extent to which partners could collaborate on the development of new insights to inform work to tackle the socio-economic factors that lead to poor health and inequality.

### **Option 2: Accept the NIHR funding**

This option is recommended. This would bring in c.£5m over five years to fund new research capacity and capability, allowing new research to be carried out to inform partners work in places across Essex where health outcomes are poorest.

- 5.3 Should ECC's Cabinet choose option 2, it is recommended that approval to sign the NIHR's HDRC contract be delegated to ECC's Director of Policy and to ECC's Director of Finance.



## 6 Issues for consideration

### 6.1 Financial implications

6.1.1 The joint funding bid to NIHR from ECC, with the two universities (University of Essex and Anglia Ruskin University, is broken down as follows:

Year 1	Year 2	Year 3	Year 4	Year 5	Total (Y1-5)
£912,184	£1,019,057	£1,021,039	£1,022,830	£1,024,654	£4,999,764

6.1.2 Over the five years the funding awarded totals £4,999,764. Each year it will be uplifted for inflation as determined by the funder, the Department of Health and Social Care. There are grant conditions, and if these are not adhered to the awarding body has the right to suspend or reduce payment amounts and require repayment of all or part of the funding provided. The conditions require maintaining the working programme as laid out in the bid; submitting reports as required; and complying with the terms of the contract. The start date for the HDRC is expected to be 1<sup>st</sup> January 2024 and the work programme in the first six months is focused on mobilising the collaboration from a standing start.

6.1.3 A designated NIHR Manager will oversee the programme, and ECC will be required to complete 6 monthly progress reports, host a yearly 'site' visit and supply yearly financial reconciliations. An annual report to the PHR Programme Director will also be required. This report and the yearly site visit will be critical to the HDRC contracts continuing.

6.1.4 There are various work areas assigned as part of the project which will be commissioned. The programme requires the employment of a small team on permanent contracts which means that an exit strategy will be required, before the end of the five year term when the funding stream ceases, in order to avoid additional cost burdens on ECC. The posts are shown below, with a full year annual cost of £662,000 at current 2023/24 rates. Whilst it is not expected by the Service that there will be any significant liability from these new employees, given turnover rates in the area, there is a risk of ongoing costs once the programme is completed. To mitigate this the service will also endeavour to attract additional funding during the lifetime of the programme and consider wider service recruitment in due course to minimise the impact.

Post	New Post	Annual Cost £'000
HDRC Implementation Manager	Yes	89
Capability Programme Lead	Yes	62
Communication Lead	Yes	62
HDRC Director	No – split 50% of an existing position	57
Researcher	Yes, 6 posts	306
LA HDRC Fellow	Yes, 4 posts of 0.2 FTE	71
Business Support Assistant	Yes (0.5 FTE)	15
<b>Total</b>		<b>662</b>

6.1.5 ECC will be the Contracting Authority and will be the recipient of the funds.

Payments of grant are made in arrears. The funding is set at £5m over the five years, at 2023/24 prices. ECC's allocated share for each year is shown in the table below in 6.1.6. The funder will assess the payment to be made overall to ECC, and ECC will then pay the University of Essex (UoE) and Anglia Ruskin University (ARU) in turn. Appropriate partnership agreements need to be in place for any element of the HDRC activities that are to be paid to another organisation, back-to-back agreements will therefore need to be in place. The summary of the budgets in the bid are shown below:

	Year 1 £'000	Year 2 £'000	Year 3 £'000	Year 4 £'000	Year 5 £'000	Total (Y1-5) £'000
ECC	763	867	868	868	868	4,234
ARU	84	85	86	87	89	431
UOE	66	66	67	68	68	335
Total Funding	913	1,018	1,021	1,023	1,025	5,000

6.1.6 The summary of the costs for ECC are shown below, for Year 1 to 5. ECC will receive approximately £4.234m. There are costs to maintain the programme, and ECC's share of funding to support indirect costs is £18,000 per annum. This would cover support services such as Legal, Finance, Property and HR.

	Year 1 £'000	Year 2 £'000	Year 3 £'000	Year 4 £'000	Year 5 £'000	Total (Y1-5) £'000
Salaries	555	662	662	663	663	3,205
Travel	98	102	102	102	102	506
Equipment	11	3	4	4	4	26
Consumables	1	1	1	1	1	5
PPI	55	55	55	54	54	273
Other Direct Costs	25	26	26	26	26	129
Indirect Costs	18	18	18	18	18	90
<b>Total</b>	<b>763</b>	<b>867</b>	<b>868</b>	<b>868</b>	<b>868</b>	<b>4,234</b>

6.1.7 The share of the Budget for Anglia Ruskin University and the University of Essex are shown below. Once back-to-back agreements are in place, ECC will be the recipient of HDRC funds, and will pay to the two Universities appropriate sums in accordance with the agreement.

	Year 1 £'000	Year 2 £'000	Year 3 £'000	Year 4 £'000	Year 5 £'000	Total (Y1-5) £'000
Anglia Ruskin University						
Salaries	57	59	60	61	63	300
Travel	4	4	5	5	5	23
Indirect Costs	44	43	43	43	43	216
Total	105	106	108	109	111	539
Funded by NIHR	84	85	86	87	89	431



University of Essex						
Salaries	45	46	46	47	48	232
Travel	3	3	3	3	3	15
Indirect Costs	34	34	34	35	34	171
Total	82	83	83	85	85	418
Funded by NIHR	66	66	67	68	68	335

## 6.2 Legal implications

6.2.1 The legal contracts with the universities will need to be structured as a grant agreement rather than a contract for services. This appears to be the correct analysis as this is a joint project in the interests of furthering everyone's knowledge of the wider determinants of health in Essex. The universities are participating in the governance rather than merely providing services to ECC. It will be important to ensure that legal advice is obtained so that this analysis is reflected in the contracts used.

## 7 Equality and Diversity Considerations

- 7.1 The Public Sector Equality Duty applies to the Council when it makes decisions. The duty requires us to have regard to the need to:
- Eliminate unlawful discrimination, harassment and victimisation and other behaviour prohibited by the Act. In summary, the Act makes discrimination etc. on the grounds of a protected characteristic unlawful
  - Advance equality of opportunity between people who share a protected characteristic and those who do not.
  - Foster good relations between people who share a protected characteristic and those who do not including tackling prejudice and promoting understanding.
- 7.2 The protected characteristics are age, disability, gender reassignment, pregnancy and maternity, marriage and civil partnership, race, religion or belief, sex, and sexual orientation. The Act states that 'marriage and civil partnership' is not a relevant protected characteristic for (b) or (c) although it is relevant for (a).
- 7.3 The Equalities Comprehensive Impact Assessment indicates that the proposals in this report will not have a disproportionately adverse impact on any people with a particular characteristic.

## 8 List of Appendices

- Equality Impact Assessment
- Greater Essex HDRC Research Delivery Plan

## **9 List of Background papers**

- NIHR HDRC Specification
- NIHR HDRC Funding call guidance notes

## Greater Essex Health Determinants Research Collaboration: Business Plan

1. This document sets out our delivery plan for a Health Determinants Research Collaboration (HDRC) in the area covered by Essex County Council, Southend, and Thurrock Councils. We call this area Greater Essex (GE).
2. The plan has been prepared by Essex County Council (ECC), Southend City Council (SCC), Thurrock Council (TC), University of Essex (UoE) and Anglia Ruskin University (ARU). It has been reshaped in several fundamental ways to reflect feedback from previous submissions to NIHR funding calls, and lessons learned from a further year of joint work across our organisations. It is supported by GE's Integrated Care Boards and public service agencies and partnerships across GE (see letters accompanying this Business Plan).

### Section 1: Background and rationale – the case for the GE HDRC

3. There are stark health inequalities across GE. The difference in life expectancy between our most and least deprived wards is c.16 years for women and c.22 years for men (Office for Health Improvement & Disparities (OHID), 2022). These inequalities reflect communities' economic and educational opportunities, and their living conditions – the wider determinants of health (WDH) (ECC, 2021a; Marmot et al., 2020).
4. Prior to COVID, life expectancy improvements had stalled across the poorest GE areas (Office for National Statistics, 2021), the pandemic and subsequent economic crisis have exposed the most disadvantaged groups of the population to further pressures such as school closures, unemployment and lost income (ECC, 2021b). All these factors will impact on long-term health outcomes, particularly in GE's most deprived places and among vulnerable groups (British Academy, 2021).
5. For this reason, GE councils have put the WDH at the centre of their plans for change (ECC, 2021c; Thurrock, 2022; Southend 2021). Securing change is not easy. No single organisation can make progress by working alone. GE is too large, diverse and complex. Places across GE differ in their history, culture, geo-political relationships, and in the intersection of the WDH (ECC, 2021a). This presents challenges for policy-makers working across GE. Addressing the WDH in each place requires a unique package of action, co-ordinated across multiple agencies, and tailored to reflect local needs and circumstances.
6. GE's 1.9m people are spread across urban, rural and coastal communities, fast-growing cities, historic market towns and 1950s New Towns. The most acute deprivation, and the worst health outcomes, are found in:
  - a. coastal towns such as **Southend-on-Sea**, where 23% of the population (40,800 residents) live in areas among the most deprived 20% in England; **Canvey Island**, or **Harwich** and **Clacton**, where 31% (44,000 residents) live in areas of acute deprivation;
  - b. larger towns such as **Colchester** and **Tilbury**, with 18,700 (10%) and 16,400 (12%) residents, respectively, living in areas of acute deprivation; and
  - c. purpose built new towns of the 1950s such as **Basildon** and **Harlow** where over 45,000 residents live in areas of acute deprivation (MHCLG, 2019).
7. GE's public services are the most complex in England, combining single and two-tier local government. Partners include two unitary councils, one county council and twelve district councils. There are three Integrated Care Systems (ICSs). No two organisations work on the same geography and only the Police & Fire Commissioner/services work across all of GE.

8. This means the levers to affect the WDH are spread across a network of agencies with separate mandates, accountability structures and business pressures. This creates challenges in defining shared priorities and aligning partners behind specific interventions.
9. This complexity magnifies the need for rigorous, high-quality research that commands the attention of decision-makers. We see a vital role for the GE HDRC, and the research it will carry out, in delivering a step-change in capability and culture that will help us:
  - a. bring partners together to develop a shared understanding of need and of the key issues affecting the WDH within the region;
  - b. inform decisions on strategy, determine the interventions that will be most effective in tackling key issues and evaluate the impact of these measures; and
  - c. work with residents to define programmes of action that reflect their lived experience and enable them to inform and shape solutions.
10. **The GE HDRC will help its host councils to ‘cut through’ this complexity, providing a platform for sustained improvement in health outcomes in those parts of GE where they are at their poorest (see paragraph 6), and embedding a research-positive culture in GE.** Current research capability is not sufficient to realise this step change. Although our councils have a relatively mature approach to quantifying and understanding needs, our research capability to inform policy choices and undertake evaluation is less well developed.
11. There are, however, assets upon which we can build. These include:
  - a. **Effective partnership governance:** GE has a set of mature structures through which senior leaders from different partners work collectively to shape policy. These include the Essex Partners Board; Essex Chief Executives Forum; the Association of South Essex Local Authorities; Essex Leaders & Chief Executives and our Health & Wellbeing Boards. Each is supported by a secretariat, and a multi-partner working group coordinates business across key forums (Essex Partners, 2020a).
  - b. **Deep links with local universities:** ECC, Southend and Thurrock councils have a track record of working with local universities. This has included establishing shared posts including the creation of a ‘Chief Scientific Advisor’ position between ECC and UoE and the secondment of council employees into ARU research programmes; funding collaborative PhD studentships; working through ‘challenge labs’ to focus research on public service problems and co-investing in Innovation Hubs; and linking public health research with practice through the East of England Population Research Hub. Most recently, local authority (LA) partners, ARU and UoE worked together to deliver the Essex Renewal Project (Essex Partners, 2023) an independent commission examining the changing risks and opportunities stemming from the COVID-19 pandemic and subsequent crises.
  - c. **Essex Centre for Data Analytics (ECDA):** GE partners have previously invested in a system-level analytics infrastructure, creating ECDA. This is a partnership venture between local government, Essex Police and the UoE, focused on data sharing and the use of data science to inform the planning and targeting of key services (Essex Partners, 2020b). The lessons learned in creating ECDA have informed the plan for the GE HDRC.
  - d. **Public engagement:** Councils, higher education partners and Healthwatch Organisation are committed to working with communities to co-produce research and to shape services based on lived experience. They have each invested separately in infrastructure to support this. This includes the UoE’s Service User Reference Group; ARU’s Public Involvement Network, ECC Residents Panel (3000+ members); Southend’s ‘Community Voices’ framework and Thurrock’s Collaborative Communities Framework - Involving residents in the decisions that affect their lives, using co-design and co-production

methods. The HDRC will be able to use this infrastructure, and partners' existing links to hard-to-reach communities, to recruit members of a Citizens Involvement Forum to ensure that their voices are embedded in HDRC activity.

## Section 2: Aims, objectives and measures of success

12. The HDRC's overall aim is to improve health outcomes – to increase life expectancy, quality of life and to reduce health inequalities, focusing on those places where health outcomes are poorest. Achieving this will require us to better understand the effectiveness of measures to tackle underlying social and economic challenges affecting local communities:
  - a. limited **access to high-value employment** in coastal towns;
  - b. **geographical isolation** in coastal and rural areas;
  - c. **poor housing conditions** in urban estates and in GE New Towns;
  - d. increasing levels of **housing insecurity**;
  - e. **poor access to community assets** and services, including access to green/blue space;
  - f. **higher levels of crime** in key towns; and
  - g. inter-generational **cycles of low educational** attainment, **low adults skills** levels and **low aspiration**.
13. The HDRC will work across a complex system to bring partners together through the use of rigorous, high-quality research. This will be led by a Delivery Team, hosted by ECC, and working to a programme shaped in dialogue with public service partners and communities. In establishing this team our objectives are to:
  - a. build the capability necessary to develop and deliver a research and evaluation programme that speaks to GE's strategic priorities; and
  - b. drive a sustained culture change by:
    - i. placing the use of research evidence at the heart of our approach to system-wide working;
    - ii. developing the capability of employees and political leaders' to undertake and use research evidence; and
    - iii. increasing senior leaders' engagement with research and evaluation, and seeking new and innovative ways to translate findings into action with local stakeholders.
14. We will assess the success of the GE HDRC based on:
  - a. **Health outcomes and inequalities:** the HDRC's research will improve outcomes in those parts of GE where they are poorest, reducing health inequalities.
  - b. **Decision-making:** the HDRC's work will drive change in the way decisions are taken, with political leaders seeking scrutiny of the evidence before implementing changes, ensuring new research is commissioned where the evidence does not exist.
  - c. **Wider stakeholder's knowledge and behaviours:** the HDRC will change the way partners' understand the value of research, increasing their appetite for, and trust in, research findings - unlocking further investments of time, energy and money in research activity.
15. We will assess our impact on health outcomes and inequalities by developing impact case studies. Using quantitative and qualitative techniques, we will explore how HDRC research findings have impacted local policy decisions.

16. We will measure our impact on decision-making and stakeholders through an annual survey of senior politicians and officers and through follow-up interviews with a sample of respondents. This will provide data to inform key performance indicators on issues such as:
- a. stakeholders' demand for, and trust in, local research;
  - b. changing perceptions of the value of research;
  - c. use of HDRC/other research in decision-making;
  - d. stakeholders' skill and confidence in using research evidence;
  - e. their awareness of HDRC's work/outputs; and,
  - f. views on the value of the HDRC.

We will undertake a baseline assessment within six months of launching the HDRC.

17. We will assess our delivery progress with reference to the milestones, set out in Section 6, for each phase of the HDRC's implementation. We will also evaluate and improve the quality and impact of HDRC work within specific delivery programmes. This will include driving up levels of public involvement in our research programme using the UK Standards for Public Involvement (NIHR et al, 2019) as a framework for evaluation, and tracking equality, diversity and inclusion (EDI) data to ensure that our research is inclusive. It will also mean undertaking before and after assessments with members/ officers / public representatives supported through our capability development programme, and evaluating the reach and impact of particular communications and dissemination strategies.

### **Section 3: How the HDRC will operate**

18. To do this, we will establish a core team to deliver the work of the HDRC (the HDRC Delivery team). In order to maximise the value of NIHR investment, we propose that the delivery team be hosted within ECC allowing it to build on ECC's existing research systems/processes and resources including:
- a. routes to engage the public (e.g. ECC's 3,000+ strong residents panel; regular resident surveys);
  - b. access to a suite of research tools, platforms and datasets;
  - c. established information and research governance, and ethical assurance process;
  - d. robust policies on equalities, safeguarding, and lone-worker issues;
  - e. established mechanisms for commissioning research where this is necessary; and
  - f. access to library and journal subscriptions.
19. This hosting arrangement will also ensure that the HDRC benefits from ECC's role as a 'backbone' organisation - convening many of the strategic partnerships whose views will shape the HDRC programme.
20. GE's universities have also aligned senior academic capacity to support the work of the HDRC. UoE and ARU have agreed to:
- a. align four academics (two per institution) to the work of the HDRC. These academics, identified based on their expertise and experience, will provide leadership to HDRC workstreams and guidance to the collaboration overall. They will work 20% to the NIHR grant and bring insights from their wider work to strengthen research in GE;
  - b. provide also access to a wider community of experts and pool of expertise beyond these work-stream leads. In this way UoE and ARU have pledged to provide much more than the time of a senior academic researchers; and

- c. make places available for research-active council officers on their CPD programmes and other advanced courses. These would be made available for free or at discounted rates when filled via the HDRC programme.

*The HDRC Resources, Leadership and Management*

21. The HDRC delivery team will comprise a team of 20 people (c.12 FTE). An organogram is provided separately. Membership of the team is as follows:
  - a. **Researchers** (6 FTEs – all to be recruited upon confirmation of award). These researchers will work in a matrix-model across each of the HDRC's four research workstreams (see section 5) to make the best use of their skills and enable flexibility to reflect peaks and troughs in workload. The HDRC researchers will:
    - i. deliver a portfolio of primary and secondary research projects, supporting academic, and LA practitioner leads and HDRC Fellows, and working to a programme agreed with the Leadership Board;
    - ii. develop research outputs – working with the Communications and Public Involvement leads to disseminate findings in ways that connects with key audiences;
    - iii. develop applications for research funding to help broaden the work of the HDRC and sustain its work beyond the Year 5; and
    - iv. support the Capability Programme Lead to facilitate knowledge transfer across GE.
22. A further three posts (2.2 FTE) will be created to oversee the HDRC's key programmes (see section 5 for detail). All will be recruited upon confirmation of award:
  - a. **Communications and Engagement Manager** (1 FTE - to be recruited upon confirmation of award). The role holder will lead the delivery of the Communications and Engagement programme, working with communications and engagement teams across HDRC partners. The role holder will drive collaboration, engagement and behaviour change across our key audiences (see para 75). They will lead on the development of the GE HDRC's brand, support work to disseminate research findings with impact, and secure advocates for the HDRC's work. They will directly manage the HDRC digital communications assets and channels and its events & conferences. They will also oversee the management of the Citizens Involvement Forum.
  - b. **Capability Programme Manager** (1 FTE - to be recruited upon confirmation of award). The role holder will lead delivery of the GE HDRC's Capability Development programme. This will involve identifying opportunities to draw in new research funding and providing advice and guidance to researchers as they develop bids. It will also involve developing the research capability across GE by sign-posting and funding continuous professional development for those involved in research; establishing a new community of practice for researchers, and working with colleagues to support 'outreach' activity with senior stakeholders and the public – building their understanding of research and its value.
  - c. **Julia Carr will act as the HDRC's Public Involvement Lead** (0.2 FTE). Julia will and champion and share expertise on Patient and Public involvement (PPI) across the HDRC. She will lead engagement with the Citizens Involvement Forum and lead on the PI work programme, including participant training and outreach activity required to make this a successful and influential. Julie will ensure that the voice of residents is embedded in the HDRC's key programmes. Julia will enable the dissemination of research findings amongst the public, and secure public advocates for the HDRC's work.
23. Leadership of the HDRC delivery team will be provided by:

- a. **Alastair Gordon will act as HDRC Director (0.5 FTE).** He will provide strategic leadership to the HDRC, overseeing resources, governance and management structures and leading work to maximising influence with decision-makers and to embed a research culture within the host councils. He will hold overall responsibility for the delivery of the HDRC's programmes and the evaluation of/ reporting on the HDRC's work. Alastair will do this alongside his current role as ECC's Head of Profession: Research and Citizen Insight. In this role Alastair leads ECC's in-house research function and public health Business Intelligence and evaluation teams. As Head of Profession, he leads on the development of ECC's broader research capabilities. Combining these roles will ensure that the HDRC can exploit synergies and amplify ECC's existing insight work, as well as ensuring that the HDRC has seamless access to ECC's existing research infrastructure, policies and processes.
  - b. **HDRC Implementation Lead (1 FTE – to be recruited).** The role holder will provide operational leadership across the HDRC's programmes and line management to key HDRC staff, including its pool of researchers. They will also lead delivery of the HDRC's overall Research programme. This will mean ensuring that projects are resourced and progress in line with agreed schedules; that all projects pass through ECC's research governance process, are ethical and meet aspirations for public involvement.
24. To strengthen the work of the HDRC Director to support a sustained culture change with the host councils he will sit on the Leadership teams for ECC's Public Health function and its Policy Unit, with direct lines into ECC's Director of Public Health and its Director of Policy – both of whom sit on the council's Corporate Leadership Team (its most senior officer board). This will help ensure that the HDRC has:
- a. immediate access to expert advice on issues relating to public health and the WDH. Collaboration with colleagues on the Public Health Leadership team will help ensure that the direction of HDRC programmes support wider public health objectives and reflect ongoing developments in policy, practice and local delivery; and
  - b. immediate input into work on ECC's corporate strategy, political engagement, equality, diversity and inclusion work and its work to convene the strategic partnerships whose views will shape the HDRC programme and through which HDRC outputs will influence partners' decisions (this includes the various partnership forums set out at para 11a).
25. Leadership for the HDRC's research workstreams will be provided by senior academic colleagues, from the University of Essex and Anglia Ruskin University. These 'academic leads' have been identified based on their skills, specialisms and networks. They will be seconded on a part-time basis to ECC (0.2 FTE). The HDRC's 'Academic Leads' will:
- a. work with senior practitioners from within the local authority and HDRC Fellows (see section 5), to guide the work of HDRC researchers;
  - b. work with the HDRC Director to define workstream scope of and agree research questions;
  - c. ensure that research meets the highest standards and is informed by wider academic research and networks;
  - d. develop research outputs – working with the Comms manager and PPI Lead to disseminate these effectively amongst key audiences;
  - e. develop further applications for research funding; and
  - f. work with teams and decision-makers across GE to facilitate knowledge transfer, drawing on their wider regional and networks as appropriate.

The Academic leads engaged in the GE HDRC are as follows:



26. **Professor Lee Smith** will be the academic lead on the environmental determinants of health workstream (see section 5). He is Professor of Public Health at Anglia Ruskin University. Lee has published extensively in public health and epidemiology (650+ peer-reviewed manuscripts in leading academic journals). He holds/ has held in excess of £5,000,000 in research funding. Notable studies Lee has contributed to in relation to environmental factors in public health include: The Impact of Constructing Non-motorised Networks and Evaluating Changes in Travel (EPSRC funded); The Active Buildings Study (NIHR funded). Lee has significant experience in working in large multi-sector networks. For example, he is the UK lead on the Horizon 2020 funded study Cancerless. The Cancerless consortium includes academics, NGOs, charities and local authorities. Lee also leads the ARU Wellbeing Research and Innovation Network that includes private organisations and several NHS Trusts. He supervises many early career researchers and PhD students and has vast experience in managing multi-sector collaborations.
27. **Professor Matt Fossey** will be the academic lead for the education workstream. He is Professor of Public Services Research, Director of the Veterans and Families Institute for Military Social Research (est. 2014) and co-Director of the Centre for Military Women's Research (est.2022). Prior to academia he spent most of his career in Local Government, NHS and the DHSC. Matt has worked on the front line as a mental health social worker, graduating to national service improvement roles (NHS Modernisation Agency) before working at the DH as the Deputy Director of the Improving Access to Psychological Therapies (IAPT) workstream, where he was responsible for the equalities impact assessment of the programme. He has worked with national charities and think tanks on the development of policy and the delivery of research to inform the evidence base for improved service delivery. This has included a diverse portfolio including liaison psychiatry delivery; how children communicate with parents who are serving in the RN; sexual violence in the military (where he is co-chair of the NATO research group); and improving services for vulnerable military service leavers. His work is widely cited and used to inform policy and practice.
28. **Professor Matteo Richiardi** will be the academic lead on the economic determinants of health workstream. He is Professor of Economics and Director of the Centre for Microsimulation and Policy Analysis at the University of Essex. In 2018-2020 he was Director of EUROMOD at the University of Essex, overseeing the EUROMOD tax-benefit model for the EU-28 Member States, and its transfer to the European Commission. Prior to joining the University of Essex he worked at the Department for Social Policy and Intervention at the University of Oxford, collaborating to the Employment, Equity and Growth Programme at the Institute for New Economic Thinking and to the Oxford Martin Programme on Inequality and Prosperity. He is a labour economist and has more than 20 years of experience in microsimulation modelling. He is collaborating with epidemiologists and statisticians to study – among other things – the long-term effects of the Covid-19 pandemic, the socio-economic determinants of health outcomes, the care economy and the role of the demand and supply of care over the life cycle.
29. **Professor Ewen Speed** will be the academic lead on the vulnerability workstream. He is Professor of Medical Sociology at the University of Essex and Implementation lead in the Inclusive Involvement in Research for Practice Led Health and Social Care research theme within the National Institute of Health Research East of England Applied Research Collaboration. He is also a founding director of the Health and Care Research Service which has undertaken over 30 evaluations of local authority projects and interventions. He is a medical sociologist with a clear track profile in researching issues around health inequalities from the perspective of inclusive participation and involvement, He has more than 20 years of experience in these areas. He is currently working on an NIHR funded project looking at issues of access to health services for Gypsy, Roma and Traveller groups within the east of England. He recently completed an ESRC project looking at the impact of COVID19 on

voluntary action across the devolved jurisdictions in the UK. He has also published extensively on participatory methods, as well as research on participation and policy in the context of the NHS in England.

30. In addition to the academic lead, each of the HDRC's four research workstreams will benefit from the strategic guidance of a **senior local authority practitioner**. These senior officers will be drawn from the relevant council service areas to work alongside the academic colleagues. Their role will be to ensure that the research that is planned, delivered, and for which funding is sought, is aligned with local priorities, and adds value by informing professional practice and political decisions. They will provide advice and guidance on navigating relationships, framing outputs to share with decision-makers and on the dissemination for findings. We have identified the following senior officers who will play this role across the research workstreams:

- a. **Environmental** determinants of health: Tom Day, Head of Energy and Low Carbon and John Meehan, Head of Sustainability (Green Space/Air Quality);
- b. **Education factors affecting health**: Claire Kershaw, Director of Education
- c. **Economic factors**: Mark Doran, ECC, Director of Sustainable Growth;
- d. **Vulnerability**: Chris Martin, Director of Commissioning and Policy (Children & families)

31. With the exception of the academic leads, all members of the HDRC delivery team will be subject to ECC's established line management, performance management and supervision arrangements. Academic leads will retain line management and supervision arrangements determined by their university. The wider support to the HDRC delivery team, including Financial, Legal and HR support, will be provided by ECC.

#### *The HDRC Governance*

32. The work of the delivery team will be overseen by the HDRC's multi-partner governance structure. An organogram showing this structure is provided separately.

33. The **HDRC Leadership Board** plays the central role in HDRC Governance. The Board is the focal point for decision-making and HDRC sponsorship. The board brings together Directors of Public Health with representatives of universities, district council Chief Executives, the NHS, VCFS and members of the public to:

- a. agree the focus/scope of HDRC activity, including the content of its research programme and the questions to be explored through this;
- b. steer the development and delivery of both the Capacity Development and Communications, and Engagement programmes;
- c. champion the outputs of the HDRC's work – advocating its value across GE's strategic and thematic partnership networks; and
- d. unblock issues that might affect the successful delivery of the HDRC's objectives (e.g. researchers' access to data or partners engagement in workshops and events); and champion the work of the HDRC across the system.

34. In developing and defining the GE HDRC's research programme, the delivery team will gather views from across GE existing strategic and thematic partnerships. These partnerships may include, but may not be limited to, Health and Wellbeing Boards; Health and Care Alliances; Essex Partners Board, and the Essex Chief Executive's Forum. Engagement with these partnerships will be vital if the HDRC's work is to influence decisions and if research collaboration is to be embedded within GE over the long-term. Although not part of the HDRC governance structure, these partnerships should be regarded as core consultees. The Board

will wish to ensure that the decisions it makes on the work of the HDRC are informed by consultation with these wider partnership bodies.

35. Both the Leadership Board, and the delivery team, will benefit from input from the **HDRC Advisory Group**. This group will bring together academic advisors, public health specialists and local authority officers and representatives of the public who have been recruited to support the HDRC. This group will be independent of the delivery team and will provide advice, support and constructive challenge on its work. It will also provide independent assurance to the Leadership Board that the HDRC's research is useful, aligned to local priorities, high-quality, and reflective of our aspirations around public involvement. Members of this Advisory Group may also be invited to join ad hoc panels to consider the ethical approval of projects (see section 5).
36. All partners supporting this bid are committed to ensuring that the composition of the Leadership Board and Advisory Board reflects the highest standards in terms of equality, diversity and inclusion.
37. The final elements of the GE HDRC's governance structure reflects our commitment to public involvement. We will establish a **Citizens Involvement Forum (CIF)** – a group of public representatives who have agreed to support the HDRC's work on an ongoing basis

#### **Section 4: Resident Involvement and Equality, Diversity & Inclusion (EDI)**

38. Our proposals reflect input received from residents and we are committed to involving the public in the HDRC at all levels through the CIF. Our aim is to ensure that residents become confident to play a full role as partners in the HDRC. CIF members will play a role in:
  - a. **setting the direction for the HDRC** - resident representatives will sit on the HDRC's Leadership Board alongside Directors of Public Health, senior officials from universities and NHS bodies and voluntary sector colleagues. They will play a direct and equal role in decisions on the HDRC's strategic direction, its research programme (including the questions to be explored), its communications activity and its work to build capability.
  - b. **Shaping and challenging HDRC practice** – CIF members will be invited to sit on the HDRC's Advisory Group. These representatives will gather views from wider CIF members and provide advice and challenge to the Delivery team how research might better reflect aspirations around public involvement, and what can be done to improve public involvement on an ongoing basis.
  - c. **shaping primary research projects, research funding bids and the strategy for disseminating findings to lay audiences**. At an operational level, CIF members will bring insight from lived experience to the HDRC Delivery team through a series of face-to-face meetings, online workshops and pop-up surveys. Resident input will steer the development of research projects and bids – e.g. informing strategies for engaging specific groups, cohorts and communities. There may also be opportunities for deeper involvement with residents taking on the role of a co-researcher on specific projects.  
  
CIF members will also be invited to support the HDRC's engagement work - helping the team to ensure that events, publications and research outputs are accessible to lay audiences. It may involve attending HDRC seminars, events and conferences; reviewing and/or co-producing reports, presentations, newsletters or blogs before publication.
  - d. **helping the HDRC to promote EDI**. CIF members will be recruited to ensure the overall membership of the forum reflects those groups which are 'seldom heard' and too often excluded from research and policy making. It will also include representatives from voluntary and community sector who work with these groups. The CIF will therefore

support the HDRC team in applying a 'health inequalities' lens when scoping, designing, conducting or disseminating research or evaluation.

- e. **informing evaluation of the HDRC.** We will invite views from residents on the value added through the work of the HDRC.

All members of the public who support the HDRC will be remunerated in line with NIHR's guidelines for the reward and recognition of public contributors.

39. It will include issuing invitations to members of partners' existing networks and involvement panels (e.g. existing PPI groups and resident panels). The recruitment of hard-to-reach and 'seldom heard' groups will be led by Julia Carr (HDRC PPI Lead) and will involve:
  - a. discussions on the role of the CIF with trusted community networks (Foodbanks, churches, etc), and with known hard-to-reach individuals and groups;
  - b. monthly face-to-face outreach and awareness raising activities in various locations across GE. These will include activities to build residents' confidence to play a part in the CIF, to build understanding of the value of research and public involvement (i.e. 'This is what we are doing and why we want you involved'). Following resident feedback, events will be held in both urban and rural areas to ease concerns about access and travel costs.
40. To support participants interested in joining the CIF, we will:
  - a. develop an induction for CIF Members and linking them with ongoing training opportunities available from existing sources to support their ongoing engagement. This will include using resources from the NIHR's Centre for Engagement and Dissemination (e.g. the Learning for Involvement platform) and NIHR public communications and engagement work (e.g. the Be Part of Research Campaign).
  - b. provide guidance and advisory support to CIF Members, this will be channelled through our PPI lead but will also include linking those who are new to research with more experienced members of the CIF through informal mentorships.
41. We propose to hold an Annual Showcase to recognise the role of Public Voice in research and to advocate for the CIF and its role in the HDRC. Following feedback from public representatives this will be held as a touring roadshow reaching communities across Essex, rather than at a single fixed location.
42. Within the HDRC team, the PPI Lead will hold specific responsibility for championing the involvement of residents. The Implementation Lead will hold specific responsibility for championing EDI and the role of the HDRC in addressing health inequalities. These colleagues will lead the development of a Resident Involvement and EDI strategy – co-producing this with members of CIF. We will also embed our commitment to resident involvement and EDI within the delivery team's operations:
  - a. all members of the team will have objectives around resident involvement, EDI and health inequalities reflected in their annual performance plans;
  - b. we will roll out training on to all team members on how to embed resident involvement in research and on EDI. We will use the NIHR's PPI Resources for Applicants (NIHR, 2019) as a basis for this. EDI training will include use of the Inclusive Research e-learning module (UoM, 2021) as well as the NIHR Research Design Service Equality, Diversity and Inclusion Toolkit (NIHR 2022) to help staff and researchers understand how inclusive research contributes to health equity and how to ensure EDI in all aspects of their work;
  - c. we will audit all proposed research and evaluation projects prior to their being approved for delivery.

## Section 5: Our Delivery Programmes

43. The HDRC will develop/deliver three complementary programmes which, taken together, will drive a sustained culture change. Our commitment to residents involvement (set out in section 4) runs throughout these programmes. The programmes will focus on:
- a. **Research:** delivering collaborative research projects and advancing bids for funding to enable further research aligned to local priorities;
  - b. **Capability development:** developing the capability of our employees and our executive and political leaders to undertake and use research evidence; and
  - c. **Communications and engagement:** increasing senior leaders' understanding of and engagement with research and evaluation, and effectively communicating findings to influence local stakeholder action.

### *Research*

44. The HDRC's research programme will focus on:
- a. **delivering collaborative research projects:** the HDRC delivery team will work in partnership with district councils, public service partners and members of the community to undertake high-quality research on local priority issues. Our collaborative approach will maximise the opportunity to ensure that research informs responses to local challenges around the WDH; and
  - b. **developing bids for funding to enable the delivery of further projects aligned to local needs.** This will mean collaborating with a broader network of academic researchers and preparing bids to organisations including the NIHR, UK Research Councils, government departments and charitable foundations etc. This will be vital in ensuring that the HDRC can deliver an influential and impactful research programme in years one to five, and in ensuring it can sustain its work beyond this period.
45. The Research Programme will have a strong focus on 'place'. GE's cities, towns and villages differ markedly in their social, economic and environmental circumstances. Distinctive sub-cultures exist in each place. The HDRC will not, therefore, focus its research across the whole GE by default. Rather, it will prioritise research in those areas of GE where health outcomes are poorest – coastal towns in Tendring district, Canvey Island, estates in Colchester, Basildon, Harlow, Southend-On-Sea and Thurrock. This will ensure that the work of the HDRC is focused on a smaller number of localities with the greatest need and not spread thinly across the area as a whole.
46. In developing research, the HDRC will balance the desire to produce transferrable insights that can shape policy and practice across GE and other areas of the UK, against the need to ensure that research is rooted in the material circumstances that characterise GE's different towns and cities. Part of our strategy to address this will be to:
- a. ensure that all projects work with local stakeholders to identify the economic, geographical and social factors that shape research findings; and
  - b. share research findings in ways that engage audiences in dialogue around how the issues and interventions examined in parts of GE might play out in other areas.
- This approach will be vital in ensuring that lessons can be generalised and applied in appropriate ways in other places.
47. Research will be progressed through **four** mutually re-enforcing research workstreams, scoped to encompass the key factors influencing health outcomes in GE's most challenged communities (see para 12) and the factors set out in the OHID WDH Framework (OHID,

2023). These workstreams have also been shaped to enable the HDRC to engage effectively with the different 'tribes' and professional groups that make up the local government workforce. The workstreams, and illustrative examples of the sorts of issues they might explore, are set out below:

- a. **Economic and labour market factors** affecting health. This workstream would provide a natural point of engage for economic development and regeneration professionals. Under this workstream, the delivery team might explore issues around:
  - the effectiveness of different policies in promoting good quality employment opportunities in coastal communities such as Clacton and Southend;
  - the health and wellbeing implications of the cost-of-living crisis on 'at-risk' populations and how local policy can mitigate these impacts; or
  - the evidence on how local authorities can maximise the health and wellbeing benefits of major investments like Freeports (there are two in Greater Essex) or nationally significant infrastructure investments (11 planned in Greater Essex).
- b. **Environmental factors** affecting health. This workstream would provide a natural point of engagement for spatial planning, urban design and environmental service professionals. Under this workstream the delivery team might explore issues around:
  - the health and wellbeing impacts of office-to-residential conversions concentrated in Greater Essex's 20<sup>th</sup> Century New Towns (i.e. Harlow and Basildon);
  - the effectiveness of local planning and licencing policy in influencing local food provision; or
  - inequalities in access to green and blue space for recreation and the impacts on physical activity.
- c. **Educational factors** affecting health. Engaging with educational professionals across schools, colleges; HEIs, and examining:
  - the factors influencing the low levels of participation in higher education amongst Essex children in receipt of free-school-meals;
  - the effectiveness of strategies to attract and retain high quality teaching staff in deprived communities.
- d. **Vulnerabilities** affecting health: engaging with children and adults social services, health partners and with police service colleagues through the Essex's Violence and Vulnerability Unit. This workstream might examine:
  - the experiences of victims of domestic abuse in accessing support from local services;
  - the extent to which living in deprived communities is a predictor of unmet mental health need or over-diagnosis; and
  - effective strategies for tackling loneliness and social isolation amongst different 'at-risk' demographic groups.

As outlined in Section 3, each workstream will be led by a senior academic from one of our HEI partners (an 'academic' lead), and steered by an identified senior practitioner from the relevant council service area. The workstreams will also be supported by a HDRC Fellow (a 'future leader' identified from Essex, Southend and Thurrock councils – see section 5) and researchers from within the HDRC delivery team.

48. To ensure that each workstream focuses its energies on the priority issues within these places, the HDRC will undertake collaborative workshops in each of our 'priority places' to build a shared understanding of health outcomes and inequalities in each place; the social, economic and environmental drivers of these outcomes; and the programmes and

interventions being put in place to tackle these outcomes. We envisage that these workshops would include:

- a. officers from the relevant local authority;
- b. officials from the relevant Integrated Care Partnerships;
- c. academic researcher beyond the HDRC delivery team;
- d. representatives of Healthwatch organisations;
- e. elected politicians;
- f. representatives of the voluntary, community and faith sector; and
- g. members of the public drawn from the CIF.

49. These workshops would be supported by:

- a. a review of existing data and insight on the WDH across GE, drawing on existing Joint Strategic Needs Assessments, published data and local administrative datasets. The HDRC will use these sources to identify areas where further research is required;
- b. a rapid review of existing evidence on the impacts that different factors can have on health outcomes, drawing on academic literature as well as studies and evaluations conducted elsewhere;
- c. wider engagement with local partners through existing forums for collaboration (e.g. Health and Care Alliances) and professional groups (e.g. Essex Housing Officers).

50. The Research programme will also benefit from collaboration with wider partners, including:

- a. **the East of England Population Health Research Hub (EoEPResH).** The EoEPResH brings together representatives of the main research universities of the East of England, local public health systems and OHID. Its purpose is to bring these communities together to influence how research is shaped and informed by priorities from local populations as seen by the public health leads in those communities. Across the East of England university landscape there are highly complementary relevant academic skill sets, and cross regional investments include East of England ARC, and School for Public Health membership (Cambridge) that provide avenues to responsive funding. The EoEPResH has agreed to work with the GE HDRC, and to provide it with a route to draw in wider academic experience to collaborate on future bids and to share insights to shape its work to deliver research projects.
- b. **Research and Enterprise Offices within University of Essex and Anglia Ruskin Universities.** HDRC Researchers will work with colleagues in these teams to identify potential funding opportunities. We will also work with the new NIHR Research Support Service to ensure that HDRC Researchers, and wider members of the delivery team receive the support they need to develop compelling and competitive research grant applications. The delivery team will make use of the existing infrastructure in the LAs as well academic institutions on pre- and post-award management.

51. These inputs will help the teams on each HDRC workstream to scope out the high-level research questions that will guide the research they deliver and the funding bids they prepare. The Research team will prepare a draft four-year programme that can be refined through iterative discussions with local stakeholders and members of the HDRC's multi-partner Leadership Board. This programme will then be subject to a informal consultation with partners and public representatives. Following this consultation, the Leadership Board will take final decisions on the adoption of the research programme. This programme will be subject to annual reviews, informed with input from residents and partners.

52. Projects within the HDRC research programme will not duplicate existing work to understand the health needs of local populations and communities. The scope of the programme will be informed by local councils' Joint Strategic Needs Assessment processes, but HDRC projects will **focus primarily on identifying and evaluating effective practice in addressing the WDH within the local context**. In this way, by focusing on "what works" the work of the HDRC will inform the selection, design and evaluation of local interventions to affect change.
53. All projects within the HDRC's research programme will be carried out in accordance with the UK Policy Framework for Health and Social Care Research, the relevant research and development policies in ECC as well as each of the universities. This will help ensure that the rights, dignity, safety and wellbeing of all those involved in research can be protected. It will also help to protect the reputation of ECC and the HDRC.
54. The HDRC delivery team will use ECC's existing research governance framework. Researchers will use a decision toolkit based on the Medical Research Council and Health Research Authority toolkit (HRA, 2020) to help them to decide the type of ethics approval required for their work, as some studies may require HRA approval, for example where a study is looking at changes in specific health outcomes as a result of addressing wider determinants of health. However, other studies will not require approval via this route. For studies that require ECC approval only, the research proposals will be risk assessed by ECC's in-house research function (which is separate to the HDRC delivery team). This team will assess the proposal's implications on beneficence, nonmaleficence, autonomy, justice, confidentiality, anonymity, conflict of interests and data protection. While projects assessed as 'low risk' will be allowed to proceed, those assessed as 'medium risk' or 'high risk' will be offered advice and guidance. This may involve convening ad hoc panels to provide guidance in line with the UK Policy Framework for Health and Social Care Research, Good Clinical Practice and all relevant internal research governance frameworks. Researchers will only be allowed to proceed when approval has been obtained and all concerns have been addressed.

#### *Capability development*

55. This programme focuses on developing our employees and our executive and political leaders to undertake research and use evidence in decision-making. The programme has been shaped to support ECC's strategic commitment to work in a way that is "insight and evidence led" (ECC, 2021c), and to help enable with the council's future transformation aspirations, seeking to become a council that is "systemically informed and driven by data and insight - a council therefore, that understands its communities, cohorts and places well" (Jones, 2022). The programme will focus on developing the understanding and skills of key individuals, and on creating a supportive environment.
56. Our work on skills development will focus on the groups set out below. We recognise that securing the engagement of busy council officers will be challenging. These HDRC Delivery Team will therefore dedicate resources to identifying and engaging with these groups:
  - a. **Research active employees:** extending opportunities for Continued Professional Development (CPD) and providing support to researchers in navigating the range of opportunities available. We can confidently identify research active employees within the host councils through pre-existing internal networks.
  - b. **Research curious employees:** extending opportunities to develop research skills and experience and encouraging collaboration with local research teams. We will identify 'research curious' employees through internal communication and outreach activity, and through the councils' employee appraisal processes and the development discussion that employees have with their line managers. Incorporating specific development goals around research skills into employees objectives will help drive engagement with research activity and strengthen research culture.



- c. **Future leaders** – we will engage them directly in research activity, encouraging a mindset that prizes the role that research and evidence plays in good decision-making. Again, we will identify and secure engagement from future leaders through a combination of internal communications and outreach, the annual appraisal/ development plan process and by drawing on the sponsorship of the HDRC's most senior advocates: our Directors of Public Health, Directors of Policy, Chief Executives and Cabinet Members. Using their profile and influence we will communicate the value of research emphasising the importance of these skills to aspiring leaders and the central role that they will play in realising our councils' strategic objectives.
- d. **Members of the public** – building confidence among public representatives to better enable them to take part in research and support the HDRC's work.

57. The key actions we will take to support these groups and build capability are as follows:

*For research active and research curious employees:*

- 58. We will compile publish and maintain a **prospectus of high-quality CPD** and research training and development activities. This will include training on effective Patient and Public Involvement. The preparation of this prospectus reflects the principle that we should maximise the value of existing researcher development programmes before looking to commission new local solutions. We would expect this prospectus to include programmes and Fellowships offered by organisations such as the NIHR and the Health Foundation, as well as provision made available through local universities.
- 59. As well as cataloguing provision, the prospectus would be designed to provide the information, advice and guidance necessary to help those using it to navigate the complex range of CPD opportunities available. It would also make clear where existing provision would be suitable for those with more limited research experience, as well as for those with deeper expertise. The prospectus will be published via the HDRC's website.
- 60. Work to develop this prospectus will benefit from the HDRC's partnership with EoEPResH. The prospectus will use build on work that the EoEPResH have done to understand and map the availability of research training and development opportunities for public health practitioners across the East of England.
- 61. The HDRC Delivery Team will also administer a **fund of £20,000 per year** into which officers from across the host councils can bid to access approved research-related CPD from within the HDRC prospectus. Funding will be awarded based on a set of criteria to be developed and agreed by the HDRC Leadership Board.
- 62. The prospectus and the availability of sponsorship will be promoted heavily through an internal communications campaigns combining the use of online articles and blogs, social-media posts, and face-to-face briefings (targeting established meetings, including staff roadshows and ECC's annual week-long festival of learning 'learnfest').

*For Future Leaders*

- 63. Under a new **GE HDRC Fellowship scheme**, officers working within GE local authorities will have the opportunity to work within the HDRC's four research workstreams. This will help to build their understanding and experience of research methods, processes and effective practice around the engagement and involvement of the public. It will also give them a positive role in steering the research that is carried out to maximise its value and its impact on work to tackle the WDH.

64. We anticipate that HDRC Fellows will not be experienced researchers. Rather, these officers will have been identified by their respective local authorities as ‘future leaders’ with the potential to develop into senior management positions within the next five years. Each Fellow will be embedded within one of the HDRC’s research workstreams for a period of 6 months. Over this period, they will give one day a week (0.2 FTE) to:
- steering and learning from academic and researcher colleagues within their workstreams;
  - participating in an action learning set with other local authority Fellows, undertaking research into themes relevant to health inequalities and the WDH.
65. The HDRC will cover the costs associated with backfilling LA Fellows. We anticipate that this programme will engage four Fellows per year (one per workstream), and up to 20 Fellows over the period of the HDRC. Designed in this way, the HDRC Fellowship will help ensure that future leaders of GE’s public services have a deep understanding of the value of research and the role it can play in evidence-based decision-making.
66. We will also develop and nurture a ‘**community of practice**’ for research active/curious employees and for HDRC Fellows across Greater Essex. Wholly separate from HDRC Governance structures, the community of practice will provide an forum to build supportive links between research active/curious employees across the system. Quarterly meetings, organised by the HDRC will provide a space for collective learning and for sharing insights and professional challenges, and for the provision of advice and support between peers. These will also help develop networks across partner agencies – enabling collaboration outside the boundaries of the HDRC. As it matures, the Community of Practice will be a helpful foundation for a stronger research culture in GE.
67. We will explore with researchers whether there is added value in involving resident representatives in this community too – balancing the benefits of closer links with the public and the desire to provide a forum for professionals to discuss challenges and share insights openly in a supportive environment.

*For members of the public*

68. We will develop information, advice and guidance for members of the public that describes what research is, how to get involved in research and why public involvement is important. This will involve delivering talks, seminars, and workshops on the HDRC, its outputs, the wider determinants of health and the importance role of participating in research.
69. This information will be shared widely. Our PPI lead will spearhead work to reach ‘seldom heard’ populations who are too often excluded from research. We will ensure that the people from these groups become confident to take part and support the HDRC (see para 40).
70. Building on these activities, our work to foster a **supportive environment for research** will seek to integrate research into key cultural events within the host councils, and target support to senior executive and political decision-makers. The focus on this groups reflects the role these groups play in role-modelling behaviours and shaping incentives for officers across the system.
71. Our work to build research into key cultural events will include, by way of example:
- sponsoring an award for the most valuable or influential research projects undertaken by council employees at the council’s annual awards ceremonies; or
  - sponsoring a series of research-focussed learning events as part of ECC’s Learnfest – the council’s annual week-long festival of learning. This might involve securing keynote

speakers exploring key issues relating to research in the public services, and/or smaller workshops run by members of the HDRC team or the wider community of practice.

72. Our engagement with senior executive and political leaders will involve:
- a. Opportunities to shadow researchers undertaking fieldwork. We will ask senior leaders and elected politicians to commit to accompanying researchers undertaking fieldwork for primary research with GE Essex residents (where doing so is safe, ethical and does not compromise data collection). This may involve having decision-makers observe focus groups, sit-in on qualitative interviews and/or participate in analysis sessions following qualitative fieldwork. This will build on similar work which engaged local authority Chief Executives in the research process in summer 2019 - an experience that participants agreed providing unique insight into the value and depth of research.
  - b. The delivery of bespoke workshops for senior leaders. The HDRC delivery team will develop and deliver a series of 'out-reach' workshops, focused on demonstrating the role of the HDRC and the benefits of supporting and facilitating research, and engaging with the public. These will be delivered to executive teams in each of Essex's local authorities. Similar workshops will be rolled out to the authorities' wider senior leadership corps.

### *Communication and Engagement*

73. The HDRC's Communications and Engagement Lead will work as part of an established network of communications and engagement professionals spanning local authorities, university partners and NIHR. They will drive the HDRC's communications and engagement activity, leveraging the communications capabilities of Essex, Southend and Thurrock councils, University of Essex, Anglia Ruskin University and other partners where appropriate, to maximise reach and impact and/or to more precisely target key audiences.
74. To enable the achievement of the HDRC objectives (as set out in para 12-13), the HDRC's Communications and Engagement programme will focus on driving:
- a. **collaboration** – both between GE Essex partners, and between public agencies and the communities they serve;
  - b. **engagement** with the work of the HDRC and with its findings and outputs; and
  - c. **behaviour change** – with respect to partners' approach to research and to the decisions that are made on local policy.
75. These communications goals should be understood as applying equally to the HDRC's four principal audiences: GE's senior executive and political decision-makers; professionals across public service agencies; Essex residents and our peers across the country. We will seek to influence the views, perceptions and behaviours of these audiences through a series of connected and mutually re-enforcing activities:
- a. **Brand building:** developing content that builds an authentic brand story for the HDRC, positioning it a credible source of insight and evidence on the WDH and driving demand for its work. This will depend upon effective delivery of high-quality outputs; case studies that showcase expertise and impact; compelling storytelling and a clear, recognisable visual identity for the HDRC.
  - b. **Impact dissemination:** supporting each research project and evaluation with a bespoke dissemination plan to ensure messages are packaged to achieve maximum impact with each key audience. We anticipate that each project will result in the preparation of:
    - i. a briefing paper suitable for non-technical audiences;

- ii. a written research report providing the supporting evidence base;
- iii. presentation slides to support the communication of key messages in stakeholder forums.

This may include the use of alternative media to communicate insights, including exhibitions, seminars, films, events, and podcasts. Where academic leads seek to publish academic papers in open access journals, the costs will be met by the NIHR in line with its new policy on open access costs.

- c. **Securing advocates:** engaging senior leaders professionals and members of the public who are already working with the HDRC as advocates for its work. This may mean equipping senior officials and elected politicians to take messages back to their own organisations and to share messages with key partnership boards.
  - d. **Stakeholder management:** developing a database of contacts; tracking and investing energy in key relationships. Developing a network of advocates for the HDRC through personal and professional networks.
  - e. **Working in the open:** publishing all research outputs via a new HDRC website with supportive links to other well-used sources of insight (e.g., Essex Open Data). This will help ensure that research outputs are made public providing an additional driver to the adoption of evidence-based policy policies.
  - f. **Virtual and face-to-face events:** organising quarterly events and webinars showcasing insights from the work of the HDRC and an annual “WDH Research Conference” bringing together professionals, service users and policy makers in GE to present findings and consider their implications for policy.
76. In addition to these activities, the HDRC will communicate its work and disseminate its findings through established professional networks. For example, the HDRC will work with the network of district-level Health and Wellbeing Boards across GE to ensure findings are made visible and translated into action. The GE HDRC will also work with EoEPResH to ensure that research outputs can reach a wider audience of public health practitioners across the East of England region, within local authorities and the OHID. This partnership will also enable the HDRC to bring relevant public health research, conducted across the region to the attention of local decision-makers to the extent that this related to local policy and can inform key decisions.
77. Given the focus of the HDRC’s communications and engagement activities on our four principal audiences, most of this programme will be delivered through a combination of:
- a. **‘owned’ media** - an HDRC website (linked to and from the websites of partner institutions), capable of hosting blogs, case studies, video etc; a newsletter issued through ECC’s distribution infrastructure;
  - b. **‘shared’ media** - social platforms such as LinkedIn, Twitter and YouTube as well as webinars events and our annual conference); and
  - c. **‘earned’ media** – in the form of direct attendance at partnership meetings, community events and discussion forums.
- ‘Paid media’ (e.g., commissioned materials such as videos) will play a role in project specific dissemination strategies. Various forms of ‘earned’ media (e.g., guest articles in trade press and other media outlets) may play a supporting role in communicating the work of the HDRC to peers across the country.

78. Across all activities and media categories, we will adopt a digital-by-default approach. Using digital channels, minimising print and prioritising the use of accessible e-documents will allow us to reach professional audiences and to communicate the HDRC's impact effectively.
79. These activities, and the anticipated media mix will help ensure that the HDRC's communications and engagement work has a reach that extends well beyond those working directly with the collaboration, and beyond those who are already disposed to use research outputs to inform their work. In the process of preparing this delivery plan we have engaged with partners and professional groups across the GE system, securing their agreement to receive HDRC research outputs.
80. Although the programme will be led by the HDRC's Communications, Engagement and Public Involvement manager (see Section 3), all members of the HDRC team - and all those who play a role in its governance structures – will have some level of responsibility for communicating the HDRC's work.
81. We will operate on the basis that the Programme Lead will:
  - a. have direct responsibility for high-profile activities (generally paid and earned media) as well as those that require professional communications expertise (e.g. the development of an HDRC website; management of social media channels; commissioning alternative media);
  - b. provide advice and guidance to HDRC colleagues (e.g., researchers, academic leads, managers) in managing other elements such as dissemination activity, webinars, the preparation of blogs, newsletter articles etc. This advice and guidance will be supported by the development of prescribed document templates; defined editorial and approval processes, requirements around the co-creation of outputs with public representatives and in accordance with pre-agreed standards around branding and accessibility.
82. We also propose to extend ECC existing media protocols to all those working on the HDRC delivery team – providing clarity and professional support to anyone engaging with news media (both print and broadcast).

## Section 6: Implementing the HDRC in Greater Essex

83. Having identified named officials/academics in all but one of its senior leadership roles, the GE HDRC delivery team can mobilise at pace from the point that funding is confirmed.
84. The implementation of the GE HDRC will proceed through three phases. These are described below. Milestones/success criteria set for each phase will inform conversations of progress and periodic review discussion between the NIHR and the HDRC. The milestones/success criteria are set out alongside our high-level mobilization plan (Gantt Chart) in an accompanying document.
85. **Phase 1: Mobilisation (months 0 - 12):** the immediate focus during this period will be on recruiting to new posts, the development of shared post/funding agreements with academic partners, and the establishment of HDRC governance structures. Regular updates will be shared with key partnerships throughout, ensuring they remain informed of progress.
86. Early in this period we will undertake a baseline assessment to better understand the use that is made of research across the HDRC councils; attitudes to research amongst professionals and decision-makers; and institutional practices. This will inform our selection of KPIs and support our approach to assessing the impact of the HDRC as set out in paragraphs 15-19 of this plan. We will gather insights through a survey of senior stakeholders (officials and politicians), and through follow-up interviews with a sample of

respondents. This will provide a benchmark for tracking progress and evaluating the impact of the HDRC's future work. These KPIs will sit alongside a broader set of metrics measures that will help the HDRC Leadership team manage the performance of the delivery team. All measures will be published in the HDRC's annual report.

87. This period will also see the creation of, and recruitment to the Citizens Involvement Forum (CIF). Members will be recruited from existing engagement forums and through 'outreach' activity supported by partners such as Healthwatch Essex. It will also be supported by the development of interim webpages and the start of social media communications activity.
88. Between months 6 and 12 – and subject to satisfactory progress in recruiting the HDRC's researcher corps – we will deliver a rapid review encompassing existing data, insight and research on the WDH within GE, and broader evidence on the impacts that different factors can have on health outcomes. This will be supported by academic leads, researchers and the first cohort of HDRC Fellows.
89. The outputs from this work will be shared widely, supported by a bespoke dissemination plan, and used to inform a process of system-wide engagement with partners, professionals and the public on the questions to be explored through the HDRC's Research programme.
90. We aim to secure endorsement of the HDRC's draft four-year research programme via the Leadership Board within 12 months – formally launching consultation on this at our first annual conference.
91. **Phase 2: Embedding the HDRC.** Having mobilised the HDRC, we will focus on embedding its work – establishing it as integral to the work of the HDRC councils on the WDH. This means:
  - a. **securing early impact (months 12 – 24):** building the profile and reputation of the HDRC by delivering high-quality insights and an initial round of impactful research outputs. We will promote these through the creative use of digital and social media and our programme of dissemination events.
  - b. **providing a foundation for lasting culture change (months 12 – 36):** emphasising the development of research capability across HDRC councils. We will use our communications channels to showcase the work of researchers who have benefited from funded CPD and highlighting the work of the early HDRC Fellow cohorts. We will begin our work to involve political and executive leaders in fieldwork, and step up our workshops with senior leaders and professionals. We will invest energy in securing third-party research funding to support our programme.
92. **Phase 3: Sustaining a research culture (months 37 – 60):** having established the HDRC as an integral part of the HDRC councils work, we will continue to build support and use this to drive changes in attitudes to and behaviour regarding research. We will:
  - build a network of advocates who support the HDRC and its approach to research. We will do this through our continued outreach work with the public; by sustaining a programme of insight focused workshops with senior political and executive leaders; and through our growing HDRC Fellowship alumni group – many of whom are likely to be moving into leadership positions within GE – and through our community of practice'
  - build the intellectual case for sustaining the research activity through the development and dissemination of impact case studies and by shifting the position on key performance indicators as measured through our annual assessments;
  - build the financial case for sustaining research activity by securing success in research funding bids.

**Forward Plan reference number: FP/198/08/23**

<b>Report title: Proposed Harlow Gilston Garden Town Joint Committee</b>	
<b>Report to:</b> Cabinet	
<b>Report author:</b> Councillor Lee Scott, Cabinet Member for Planning for a Growing Economy	
<b>Date:</b> 19 December 2023	<b>For:</b> Decision
<b>Enquiries to:</b> Jonathan Schifferes, Head of Housing Growth and Garden Communities email <a href="mailto:Jonathan.schifferes@essex.gov.uk">Jonathan.schifferes@essex.gov.uk</a>	
<b>County Divisions affected:</b> Harlow North, Harlow South East, Harlow West, North Weald and Nazeing	

## **1. Everyone's Essex**

- 1.1 Harlow is a fast-growing town in Essex, and one of Essex County Council's priority places for Levelling Up. In total, 23,000 new homes are planned to be built by 2040 across the Harlow sub-region.
- 1.2 Everyone's Essex involves focusing on garden communities to build sustainable, healthy neighbourhoods for the future that are climate resilient and contribute to net zero. The opportunity for the Harlow sub-region to attract high levels of new investment and new jobs, to enhance the quality of the built environment, and to deliver a step change in passenger transport and active travel provides benefits to existing as well as future residents. Forming the HGGT Joint Committee is recommended as the best route to realising these benefits.
- 1.3 Harlow and Gilston were designated as a Garden Town by the Ministry for Homes, Communities and Local Government in January 2017. The Harlow Gilston Garden Town Partnership has since 2017 been a voluntary and informal arrangement of five partner authorities including ECC. The partnership has established shared policies, plans and strategies and coordinated initiatives which support sustainable and high-quality growth which delivers on the objectives of Everyone's Essex. The scale of growth in an around Harlow has significant implications across ECC's statutory roles and services to residents.
- 1.4 The Partnership Board, including the ECC member, voted in July 2023 to recommend an Inter-Authority Agreement for member authorities to take a decision to enter, and Terms of Reference for the roles and responsibilities for member authorities under Joint Committee arrangements.
- 1.5 Entering a Joint Committee creates a formal, democratically accountable structure for making important decisions collectively with four other authorities. This has benefits for Essex residents in assuring greater transparency and accountability for important plans and strategies shaping the future of the Harlow sub-region. Capitalising on the growth potential across the HGGT area requires robust collaboration across district and county boundaries, which is

what the HGGT Joint Committee has been designed to provide. Infrastructure funding is essential to support growth sustainably, and mitigate negative impacts. The design of a Rolling Infrastructure Fund (RIF) to jointly manage infrastructure funding from government and from developers across the sub-region is a key purpose in establishing the Joint Committee. The establishment of financial management of the RIF under the Joint Committee would be subject to a further ECC decision.

- 1.6 This report recommends ECC enter a new 'Harlow Gilston Garden Town Joint Committee' (HGGT Joint Committee), an equal partnership of the five authorities, led by nominated members including an ECC member. The HGGT Joint Committee will take decisions and commission initiatives that impact the Harlow sub-region, which includes all of Harlow district and parts to the north of Epping Forest District.

## **2 Recommendations**

- 2.1 Agree to enter into the Inter Authority Agreement for the Harlow and Gilston Garden Town Joint Committee, to be executed as a Deed and that the Cabinet agrees to participate in the Joint Committee as set out in that agreement.
- 2.2 Agree that the form of the Inter Authority Agreement will be that set out in Appendix 2 as amended in accordance with Appendix 1 but that the Monitoring Officer be authorised to
  - (a) Waive any of the amendments in Appendix 1 if he considers that it is in the best interests of the Council to do so
  - (b) Make any further minor amendments to the deed which may be requested by partner authorities after consulting the Cabinet Member for Planning A Growing Economy.
- 2.3 Note that once the IAA is executed the Monitoring Officer will make necessary changes to accommodate HGGT Joint Committee arrangements in the ECC Constitution and this will be reported to Council for information.
- 2.4 The Leader in consultation with the Cabinet Member for Planning A Growing Economy shall appoint or nominate an elected representative to the Committee as the ECC-nominated Member of the HGGT Joint Committee.

## **3 Background and Proposal**

- 3.1 Harlow is a fast-growing town in Essex, and one of Essex County Council's priority places for Levelling Up.
- 3.2 This report recommends ECC enter a new Joint Committee, alongside four other partner local authorities. The new 'Harlow Gilston Garden Town Joint Committee' (HGGT Joint Committee) will be an equal partnership of the five authorities, led by nominated members including an ECC member. The HGGT



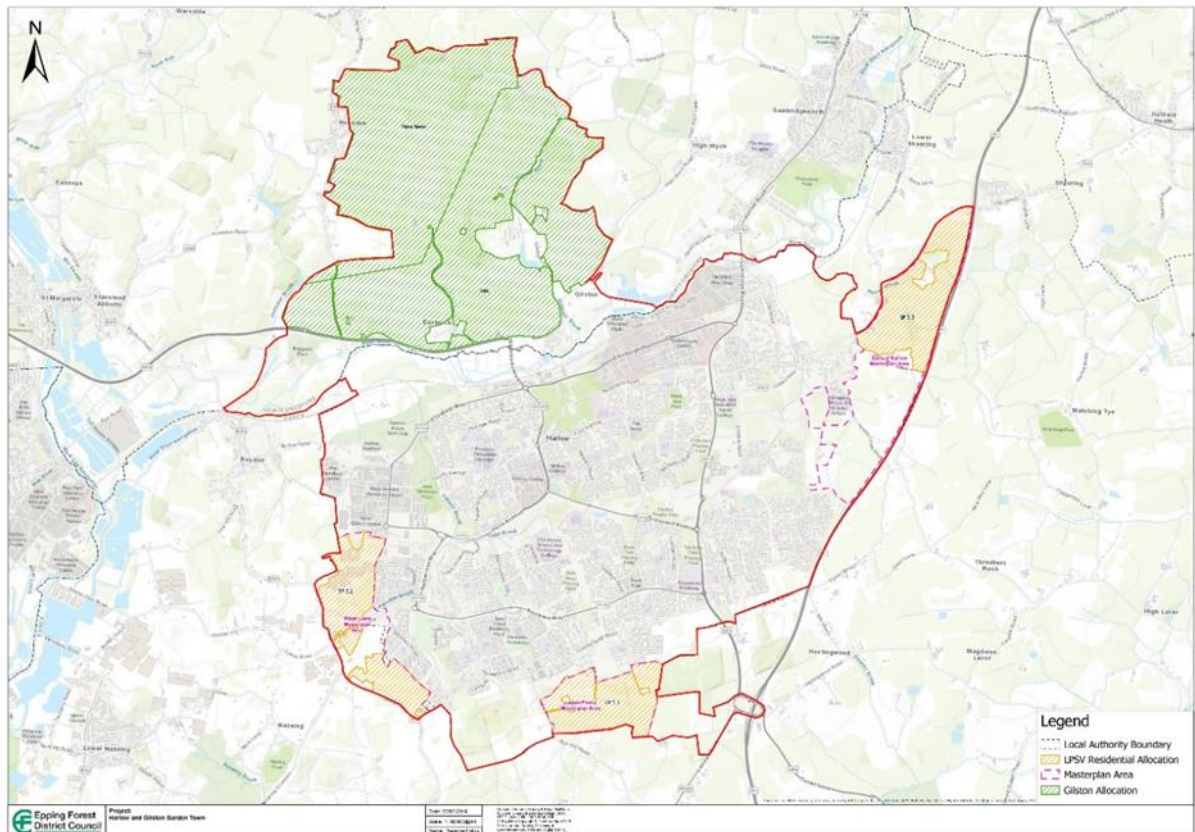
Joint Committee will take decisions and commission initiatives that impact the Harlow sub-region, which includes all of Harlow district and parts to the north of Epping Forest District.

- 3.3 Harlow and Epping Forest district councils have recently adopted local plans which will see Harlow grow further in the next ten years. The two districts, together with East Hertfordshire District Council and Hertfordshire County Council, have worked with Essex County Council to coordinate initiatives which aim to support sustainable and high-quality growth which delivers on the objectives of Everyone's Essex. In total, 23,000 new homes are planned to be built by 2040 across the Harlow sub-region. While old settlements around Harlow Mill date to Roman times, and those of Old Harlow to medieval times, Harlow's growth was most significant in the decades following designation as a New Town in 1947. The Garden Town initiative of recent years plans for the conurbation of Harlow to expand with garden communities planned to the north (at Gilston), east ('East of Harlow'), south (Latton Priory) and west (Water Lane).
- 3.4 Harlow and Gilston were designated as a Garden Town by the Ministry for Homes, Communities and Local Government in January 2017. HGGT is unique within England, in that housing and commercial development at strategic sites around Harlow is designed to be integrated with initiatives to regenerate Harlow town and town centre.
- 3.5 The Harlow Gilston Garden Town Partnership has since 2017 been a voluntary and informal arrangement of the five partner local authorities. The partnership benefits from financial contributions from partner authorities (including £150,000 from ECC in 2023/24). The partnership has no legal status at present but Epping Forest District Council serve as the Accountable Body for example supporting the partnership with HR and IT and maintaining a separate accounting structure. They also employ the HGGT Director and staff.
- 3.6 The partnership has established shared policies, plans and strategies, and has a successful track record of securing government funding and working with externally commissioned consultants and agencies to deliver additional work.
- 3.7 The scale of growth in an around Harlow has significant implications across ECC's statutory roles and services to residents. Notably, ECC oversees education, care, highways and public transport functions. The built-up area of Harlow is contiguous with the boundaries of Harlow district, established through the process of building out the New Town; Harlow Urban District being formed in 1955, being succeeded by Harlow District Council in 1974. With growth, Harlow will serve a wider population across three districts and two counties. This will bring challenges and opportunities. For example, additional traffic will be generated on the highway network, and investment will be secured from development for highways improvements and public transport infrastructure; additional passengers make public transport services more viable. New schools, expanded library provision and new supported and specialist housing will be required to serve the needs of a growing population.

- 3.8 In June 2021, Leaders and Lead Members of the current HGGT Board formally agreed that the current board model of informal, duty to cooperate led collective decision-making in cross boundary HGGT matters needed to evolve as the HGGT project moved from policy and plan making to project delivery. It was agreed that a formal constituted Joint Committee was needed to deliver locally led leadership, programme oversight and formalising audit functions and risk-sharing equally between all partners whilst ensuring all decisions are democratically accountable and transparent.
- 3.9 Homes England agreed to provide funding for infrastructure works in Essex and Hertfordshire to fund infrastructure to unlock housing as part of HGGT. This grant is referred to as Housing Infrastructure Grant ('HIG'). This grant is paid to HCC by Homes England. In March 2021, ECC and Hertfordshire County Council ("HCC") entered into an agreement under which ECC would deliver the highways infrastructure works in Essex funded by £42.1m of Housing Infrastructure Grant ("HIG").
- 3.10 The HIG money is to be used to both directly fund the delivery of the first phase of sustainable transport corridors (STCs) from the Gilston Villages to Harlow town centre and to secure a recovery and recycling strategy ("RRS") for the funding of future phases of the STCs using s106 planning contributions. The RRS is strategy for ensuring that those developers who benefit from the infrastructure pay the relevant part of the costs of that infrastructure, even if the works have already been completed. The money then paid can then be paid into a rolling infrastructure fund and used to fund further works. A similar agreement was entered into between HCC and Places for People (who are the developer of six of the seven new villages at Gilston) for the delivery of infrastructure works for which they are responsible.
- 3.11 In December 2021, the Leader took a decision (FP/203/10/21) agreeing for ECC to enter a non legally binding Memorandum of Understanding relating to the Rolling Infrastructure Fund (RIF). In the same Decision, it was agreed that officers would work alongside the HGGT Partners to explore the establishment of a Joint Committee for the Harlow and Gilston Garden Town. ECC entered the MoU, and officers have worked to define the scope of the proposed HGGT Joint Committee.
- 3.12 The Partnership Board, including the ECC member, voted in July 2023 to recommend that the authorities form a Joint Committee and enter into an Inter-Authority Agreement to govern the roles and responsibilities for member authorities under Joint Committee arrangements including the role of the Accountable Body. Each of the Partner Authorities is currently pursuing a decision to form a Joint Committee and enter into the IAA.

### **The Proposed Joint Committee**

- 3.13 It is proposed to create a statutory Joint Committee with members appointed by each of the five local authorities. The Joint Committee's functions would be exercisable over the cross boundary spatial growth area in and around Harlow (the 'HGGT Area', outlined in red below).



- 3.14 The purpose of the Joint Committee is to provide unified leadership to deliver the ambitious spatial growth proposals set out in the Local Plans of HDC, EHDC and EFDC supported by ECC and HCC to align and maximise opportunities for new and existing residents in the HGGT Area. The Joint Committee would have delegated authority to change and approve a 'Vision' for the HGGT, and to recommend changes to partner authorities on the boundary of the HGGT area across which it operates.
- 3.15 The Joint Committee will hold responsibility to bring forward 'good growth' by delivering the HGGT Vision to promote healthy and sustainable communities. It will also develop a strategy for the Rolling Infrastructure Fund (RIF) to administer and allocate the repayment of the Housing Infrastructure Grant and developer contributions in accordance with the terms set out by Homes England. A key area of investment, outlined in the adopted MoU for the RIF, is to create a network of Sustainable Transport Corridors for the sub-region as the critical programme of interventions to improve transport and mobility and achieve mode shift to sustainable travel modes. This RIF is likely to exceed £100 million. The design of a Rolling Infrastructure Fund (RIF) is a key purpose of the establishment of the Joint Committee, and agreement to the Accountable Body for and the establishment of financial management of the RIF by the Joint Committee would be subject to a further decision by all five local authorities.
- 3.16 In addition to developing the strategy for the establishment and operation of the RIF, the functions that the Joint Committee will exercise are, in summary to:

- approve, develop and maintain an overarching programme plan of key activities required to deliver the HGGT Vision, in particular housing and transport infrastructure.
- develop, approve and update the Transport Strategy relating exclusively to the HGGT Area, centring on mode shift, and recommending plans, programmes, policies or projects including area-wide public transport operating models.
- develop, approve and maintain documents, guides, strategies and guidance covering design, sustainability, infrastructure delivery, economic growth, land assembly, housing, stewardship, parking and 'green and blue' infrastructure.
- be consulted on relevant strategies and policies and initiatives of the Partner Authorities in relation to transport, economic development, housing where these affect the HGGT Area; and masterplans, design briefs, development briefs, funding bids and planning applications relating to major developments in Harlow Town Centre.
- make recommendations in respect of any spatial development plan being prepared by any Partner Authorities individually.
- establish and approve a Quality Review Panel to provide independent, objective, expert advice on master planning and planning applications for development proposals across the HGGT Area.
- oversee and assure consistent application of the HGGT Vision in relation to emerging masterplans for sites within the HGGT Area, including comment and making representations to the relevant Local Planning Authority in relation to any master plans; and making recommendations in respect of planning applications for strategic sites within the HGGT.
- develop, approve, maintain and implement a Communication and Engagement Strategy for the HGGT initiative.
- identify and recommend to any or all of the Partner Authorities opportunities to obtain external funding to support the HGGT Vision and programme.
- maintain compliance with relevant regulations for operation of Joint Committee decision-making, overseeing financial management including recommending the level of partner authority contribution.

3.17 The terms of reference for the Joint Committee are included in schedule 10 to the draft inter-authority agreement that it is recommended that ECC enter into with the other partner authorities. The IAA at Appendix 2 sets out in detail what type of decision can be made by the Joint Committee in relation to different functions: either approve, recommend, overview, or consult.

3.18 The initial proposal is that there will be little decision making authority conferred on the Joint Committee, with decision making on planning applications and transport proposals remaining with individual local authorities. There are also reserved decisions which are decisions which each local authority is required to make in accordance with its own decision making process. This includes any decisions which are inconsistent with any budget or policy frameworks of that relevant authority, agreement to the strategy for the RIF, agreement to a financial contribution to the running of the Joint Committee and any decisions that results in the delegation of the transport and highway powers vested in ECC and HCC as local highway authorities.

- 3.19 The Joint Committee cannot develop, approve or maintain development plan documents, supplementary planning documents or supplementary plans.

### **Proposed Operations of the Joint Committee**

- 3.20 The Joint Committee will initially last until 2033 although it's proposed to review it every five years.
- 3.21 Voting Membership of the Joint Committee consists of one elected Councillor from either Cabinet or a relevant Portfolio Holder, or an appointed deputy to the Leader or a member of the Cabinet with relevant portfolio. The Joint Committee Chair will be elected annually by the Joint Committee members.
- 3.22 As per statutory provisions for Joint Committees, voting will take place on a simple majority basis with the Chair of the Joint Committee holding a casting vote. However, a working protocol of a 4-1 majority is proposed, and provisions in the Inter Authority Agreement create a strong disincentive to using a casting vote to determine a decision of the Joint Committee – in effect to do so would precipitate a lower threshold of exit provision (reduced from 12 months to three months' notice).
- 3.23 The decisions of the Joint Committee will be subject to call-in by any of the partner authority overview and scrutiny committees.
- 3.24 The partner authorities agree to provide a senior executive officer to participate as a member of the Executive Officer Group and a Garden Town Lead Officer(s) to further the co-ordination and enabling programme of work alongside the HGGT Delivery Team, and to make appropriate in-kind resources available as required and agreed by the Joint Committee. The CEOs of the Partner Authorities, or the CEOs nominated deputies, will meet at least quarterly and in advance of the formal Joint Committee meetings to consider the papers and provide strategic advice.
- 3.25 The Accountable Body for the Joint Committee will be Epping Forest District Council, continuing arrangements for the present voluntary HGGT Partnership. Any other partner authorities could be the Accountable Body subject to agreement of all with the provision of a 12-month notice period. The services to be supplied by the Accountable Body are specified in the Inter Authority Agreement; the Accountable Body would employ HGGT staff. Roles and responsibilities of the Accountable Body are set out at clause 3 of the IAA.
- 3.26 Entering the Inter Authority Agreement compels each partner authority to:
- contribute financially to compensate the Accountable Body for the specified services to the Joint Committee (Schedules 3 and 4)
  - abide by exit provisions and consequences of termination (Schedules 5 and 6)
  - abide by a Data Sharing Schedule, recognising that each partner authority is a joint controller of shared personal data under data protection legislation (Schedule 8)

- work to realise the Rolling Investment Fund as per the MOU (Schedule 9): maximise the draw-down of Housing Investment Grant from Homes England; maximise recovery of HIG (from Places for People); maximise contributions from developers of strategic sites; and use reasonable endeavours to secure additional grant, or capital or revenue funding for the delivery of the network of Sustainable Transport Corridors.

## **Benefits**

- 3.27 Entering a Joint Committee creates a formal, democratically accountable structure for making important recommendations collectively with four other authorities. This has benefits for Essex residents in assuring greater transparency and accountability for important plans and strategies shaping the future of the Harlow sub-region.
- 3.28 Capitalising on the growth potential across the HGGT area requires robust collaboration across district and county boundaries, which is what the HGGT Joint Committee has been designed to provide. Entering the Joint Committee provides ECC with a stronger governance framework to manage infrastructure funding from government and from developers in the future, across the sub-region. This infrastructure funding is essential to support and planned growth sustainably and mitigate negative impacts.
- 3.29 Everyone's Essex involves focusing on garden communities to build sustainable, healthy neighbourhoods for the future that are climate resilient and contribute to net zero. The opportunity for the Harlow sub-region to attract high levels of new investment and new jobs, to enhance the quality of the built environment, and to deliver a step change in passenger transport and active travel provides benefits to existing as well as future residents. Forming the HGGT Joint Committee is recommended as the best route to realising these benefits.

## **Risks**

- 3.30 Entering Joint Committee arrangements gives status (or 'weight') to decisions taken in a partnership of five authorities exercising the functions of the Joint Committee outlined above. Where these decisions align with ECC policy and strategy, this is a positive.
- 3.31 However, there could be instances where Joint Committee decisions do not align, or indeed undermine policy and strategy adopted by ECC for all of Essex including the Harlow sub-region. Both the majority voting arrangements, and the working protocol to seek at 4-1 majority for decisions, create conditions for the Joint Committee to take decisions which ECC's member has voted against.
- 3.32 This risk can be managed and mitigated through the close partnership working arrangements evidenced since 2017, and the alignment between policy and strategy of adopted plans and strategies among district and county council partners. If the decisions of the Joint Committee were considered to be frequently inconsistent with ECC corporate objectives, policy and strategy,

there are exit provisions from Joint Committee arrangements – though these involve incurring some continued financial liability for partner contributions.

### **Next Steps (If Approved)**

- 3.33 Once agreed by each of the partner authorities, it is proposed that the HGGT Board moves quickly into 'shadow' Joint Committee arrangements to assist the partner authorities in enabling the working arrangements and supporting members prepare for full implementation of the Joint Committee.
- 3.34 It is anticipated that each partner authority will have concluded the necessary formal adoptions to agree the implementation of the Joint Committee by the end of the 2023 calendar year and that the first meeting of the HGGT Joint Committee would be scheduled to be held in March 2024.
- 3.35 The draft agreement at Appendix 2 was considered by the HGGT Board in summer 2023. Since that time three of the five authorities, including ECC, have asked for minor changes to be made. These changes are collated in Appendix 1. These were discussed at a meeting in November 2023 at a meeting at which all five monitoring officers were either present or represented and there was no disagreement.
- 3.36 It is therefore proposed and expected that the executed agreement will be that set out in Appendix 2, with the modifications set out in Appendix 1.
- 3.37 In summary, the changes :
- improve clarity
  - improve rights for scrutiny, including for the Joint Committee to hear questions from the public and members and the right for a partner authority's scrutiny committee to request the attendance of an HGGT person.
  - make the agreement align more closely with the law, for example reflecting the statutory definition of key decision and making it clear when a decision would be a key decision
- 3.38 It is therefore proposed to give the monitoring officer authority to enter into the agreement as set out in paragraph 3.36 but with the authority to make minor changes, including not making any of the changes in Appendix 1 if he considers this to be in the council's best interests and after consulting the Cabinet Member.

## **4 Links to our Strategic Ambitions**

- 4.1 This report links to the following aims in the Essex Vision:
- Develop our County sustainably.
  - Connect us to each other and the world
  - Share prosperity with everyone

- 4.2 Approving the recommendations in this report will have no direct impact on the Council's ambition to be net carbon neutral by 2030 but through Joint Committee working ECC will be able influence and accelerate the transition to low carbon sustainable economic growth, low carbon sustainable development, and low carbon sustainable travel in the Harlow sub-region, minimising the impact on the climate.
- 4.3 This report links to the following strategic priorities in the Organisational Strategy 'Everyone's Essex':
- A strong, inclusive and sustainable economy
  - A high quality environment
  - Health wellbeing and independence for all ages
  - A good place for children and families to grow
- 4.4 The relevant Strategic Priorities in ECC's Organisation Strategy are to:
- Enable Essex to attract and grow large firms in high growth industries: improving Harlow's economic offer and investment proposition.
  - Target economic development to areas of opportunity: noting the location of Harlow within the UK Innovation Corridor and the status of Harlow as a Levelling Up priority area for ECC.
  - Help to secure sustainable development and protect the environment: through ensuring that new homes and communities meet high environmental standards and maximising sustainable mode share for travel.
  - Facilitate growing communities and new homes: through the planned growth in and around Harlow supported by the relevant infrastructure.

## **5 Options**

- 5.1 The recommended option is for ECC to enter the Harlow Gilston Garden Town Joint Committee. The proposed Inter Authority Agreement to do so is contained at Appendix 2, subject to final drafting amendments (Appendix 1), and executed under delegated authority sought in this decision. The benefits and risks of entering the Joint Committee are described in Section 3 above.
- 5.2 Alternatively, ECC could choose not to enter the HGGT Joint Committee. This is not recommended. If ECC do not enter the Joint Committee, ECC are likely to lose influence in shaping development and growth plans affecting existing and future residents in the Harlow sub-region, it is likely that the Joint Committee as currently proposed would not proceed in its current proposed form among the remaining four authorities. The authorities would likely retain voluntary working arrangements; the relationship between ECC and the other four authorities would be damaged within such arrangements, and this would likely mean that coordination and effectiveness was diminished.
- 5.3 Notably, outside of any Joint Committee, ECC would retain its statutory roles and functions in relation to new development. This would include being a consultee to local plans and planning applications for major developments, and



a signatory to legal agreements to secure infrastructure contributions from developers. Furthermore, inter-dependencies – including infrastructure delivery and highways mitigation and transport planning – in the development of large sites allocated for development across the sub-region in Harlow district, Epping Forest district, and East Hertfordshire district, represent strategic matters that cross administrative boundaries. As such, in a scenario without a Joint Committee, ECC would be compelled to pursue further joint working, including preparing and maintaining ‘statements of common ground’ under the ‘duty to cooperate’ prescribed in the National Planning Policy Framework set by central government.

## **6 Issues for consideration**

### **6.1 Financial implications**

6.1.1 ECC, as part of the current informal structure around Harlow Gilston Garden Community, already contributes funds to support joint endeavours, as do the other Local Authorities involved in the various programmes.

6.1.2 In 2022/23, ECC contributed £100,000 to the HGGT. The budgeted allocation for 2023/24 that is specifically allocated to Harlow Gilston is £150,000. and this will be sufficient to contain the proposed annual accountable body recharge of £12,289. It is considered, at present, that future years’ contributions should be of the same level of materiality.

6.1.3 Within the Medium Term Resource Strategy (MTRS), there is a draft budget from 2024/25 onwards of £250,000 that could be used to fund contributions required of and agreed to by ECC by joining the Joint Committee; however, this budget must also be used to fund contributions to Colchester-Tendring Borders Garden Community (as it has been in prior years). How these funds are allocated each year is a decision taken by officers and any increase or decrease would need to be agreed to by all partners so as to stay within the budgeted contributions envelope. Any increase beyond this envelope would require further formal governance.

6.1.4 The HGGT Director, in consultation with the partner authorities, is required to bring a proposed budget on a 3-year rolling basis annually to the Joint Committee. This should set out the proposed level of partner authority contributions to fund the co-ordinating and enabling work, staffing costs and Accountable Body services to deliver the Joint Committee’s aims. The partner authorities agree to make contributions to meet the agreed budget costs.

6.1.5 There is a risk that the required contribution could exceed ECC’s budgeted allocation, ECC’s representative would look to mitigate this risk through negotiations at the Joint Committee.

6.1.6 Appropriate governance must be taken in order for ECC to agree to any contribution decision taken at the Joint Committee.

## **6.2 Legal implications**

- 6.2.1 The five 'Partner' authorities are local authorities for the purposes of the Local Government Act 1972 and best value authorities for the purposes of the Local Government Act 1999. Under sections 101(5) and 102(1) of the Local Government Act 1972 and Regulations 10 and 11 of The Local Authorities (Arrangements for the Discharge of Functions) England Regulations 2012, local authorities may arrange for the discharge of their functions by a Joint Committee comprising members of their authorities.
- 6.2.2 Alongside this, the five local authorities are proposing to enter into an inter-authority agreement to govern the arrangements between the parties for the Joint Committee including relevant financial contributions and the Accountable Body arrangements.
- 6.2.3 Epping Forest District Council (EFDC) will be the Accountable Body on the date that the IAA comes into effect and a fee is payable to EFDC by each local authority for the services that it will provide as Accountable Body. EFDC, as the Accountable Body to the Joint Committee, will employ a HGTT delivery team and provide office space. It will also provide democratic services support, legal advice, audit services, insurance and financial support for in year forecasting and budgeting for the Joint Committee. The charges for these services' payable to EFDC are scheduled to the IAA (Schedule 4).
- 6.2.4 The Accountable Body will not have responsibility for the Rolling Infrastructure Fund (RIF) under the current terms of the IAA. The RIF shall comprise, as a minimum, HIG repayment funding and developer s106 contributions or Community Infrastructure Levy contribution from Garden Town Developments if applicable. The RIF will be used to collect payments from developers with respect of infrastructure which has been funded by others and to pay for new infrastructure. Thus developers will still have to pay for the cost of the infrastructure where the need arises as a result of their development.
- 6.2.5 Agreement to the Accountable Body for the RIF is a reserved decision and must be agreed by each local authority through their own decision making process. Until this time, and subject to the paragraph below, the MOU that the parties entered in Spring 2022 will continue to apply to any developer contributions received. ECC has already taken a decision to enter into the MOU and the MOU is included as Schedule 9 of the IAA.
- 6.2.6 Under the terms of the IAA, the Joint Committee, through EFDC as Accountable Body, is able to hold developer contributions passported to them for purposes other than the RIF for example area-wide monitoring regimes, behaviour change campaigns, or labour market initiatives (skills training, apprenticeship schemes).
- 6.2.7 The five local authorities commit in the IAA to co-operate to develop, agree and implement the RIF strategy described in the MOU. In particular, this means working together to develop an investment strategy to guide future decisions about which projects should benefit from RIF funding.

- 6.2.8 Twelve months' notice of intention to leave the Joint Committee and IAA is to be provided unless agreed otherwise by all parties although any partner can trigger a three month notice period if the Chair of the Joint Committee exercises their casting vote in a way that any other authority in the Joint Committee disagrees with. Any local authority leaving the Joint Committee and exiting the IAA may be liable for potential redundancy costs and contract breakage costs. In the event that all authorities agree to discontinue the Joint Committee, the costs of exit shall be shared equally between them.

## **7 Equality and Diversity Considerations**

- 7.1 The Public Sector Equality Duty applies to the Council when it makes decisions. The duty requires us to have regard to the need to:
- (a) Eliminate unlawful discrimination, harassment and victimisation and other behaviour prohibited by the Act. In summary, the Act makes discrimination etc. on the grounds of a protected characteristic unlawful
  - (b) Advance equality of opportunity between people who share a protected characteristic and those who do not.
  - (c) Foster good relations between people who share a protected characteristic and those who do not including tackling prejudice and promoting understanding.
- 7.2 The protected characteristics are age, disability, gender reassignment, pregnancy and maternity, marriage and civil partnership, race, religion or belief, sex, and sexual orientation. The Act states that 'marriage and civil partnership' is not a relevant protected characteristic for (b) or (c) although it is relevant for (a).
- 7.3 The Equalities Comprehensive Impact Assessment (ECIA) indicates that the proposals in this report will not have a disproportionately adverse impact on any people with a particular characteristic. The ECIA details that positive impacts are likely for inclusion health groups, Levelling Up priority cohorts, people living in areas of high deprivation, and other priority groups. Most significantly, the Joint Committee structure provides a stronger governance framework for the achievement of the HGGT Vision including the delivery of a higher rate of housing growth, which will include affordable housing, and a growing proportion of travel by sustainable travel modes, including the delivery of new infrastructure. As such, positive impacts relate to individuals and households with low income, including those who are less likely to have access to a private car for transport, and those who have specific housing needs.
- 7.4 In several aspects, the impact of this Decision on groups with particular characteristics including protected characteristics cannot be known at this point. This is because the content of subsequent activity of the Joint Committee (including taking decisions and commission and implementing various initiatives) is not known. The Joint Committee, when formed, will itself be subject to the Public Sector Equality Duty and the need to have regard to the duty in making decisions (as described in para 7.1).

## **8 List of Appendices**

- 8.1 Appendix 1 - Proposed changes to the Inter Authority Agreement supported by the monitoring officers
- 8.2 Appendix 2 – Draft Inter Authority Agreement
- 8.3 Appendix 3 - Equalities Comprehensive Impact Assessment

## **9 List of Background papers**

Decision (FP/203/10/21)

**APPENDIX 1**

**List of amendments proposed to the draft agreement at Appendix 2 which is supported by the monitoring officers of ECC, EFDC, EHDC, HCC and HDC and which we intend to make to the agreement before execution**

<b>Section of IAA</b>	<b>Amendment</b>	<b>Reason for the change</b>
3.2.2	Clarify that 'Chair' is 'Joint Committee Chair'	To avoid confusion with another Chair that may be relevant to the Accountable Body
5.5.3	Capitalise 'Project Funding'	Project Funding is a defined term in Schedule 1
Schedule 1 Definitions	Project Funding definition amended to exclude contributions relating to infrastructure schemes that are Initial Projects (as defined in Schedule 9) or Subsequent Projects (as defined in paragraph 6.1 of Schedule 9); uncapitalise 'Developer Contributions'	Consistency with definitions elsewhere in the IAA: that the Accountable Body for the RIF, and developer contributions destined for the RIF, is to be determined by the RIF Strategy which is to be agreed by the JC and then by Partner Authorities. Schedule 9, the RIF MOU, states (in Section 2) that partner authorities hold such contributions until such time as the RIF takes effect. This insertion ensures that Project Funding excludes RIF-destined funding, by referencing the RIF MOU (Schedule 9) definition of the relevant projects to which contributions are destined. Uncapitalising 'developer contributions' avoids implying this definition exists/is missing within the IAA.
Schedule 1 Definitions	RIF (Rolling Infrastructure Fund) definition amended to specify 'developer contributions including the repayment of HIG Funding secured under relevant planning permissions' rather than 'HIG Repayment Funding and the Developer Contributions'	Since neither 'HIG Repayment Funding' nor 'Developer Contributions' are defined in the IAA, this change echoes the definition present in Schedule 9, the RIF MOU, where 'HIG Funding' is defined. Repayment of HIG is secured under relevant planning permissions (existing/potential/future) as laid out at 5.1.1 of Schedule 9.
Schedule 10, 2.6	Specify 'the relevant parts of' Schedule 12 of the Local Government Act 1972	Some parts of Schedule 12 only apply to Parish Councils etc., so reference to relevant parts is factually correct. Without this change the JC is binding itself to provisions of legislation which aren't designed to apply.

<b>Section of IAA</b>	<b>Amendment</b>	<b>Reason for the change</b>
Schedule 10, Section 3 (Definitions)	Inclusion of all definitions used in Schedule 10, within Section 3 of Schedule 10 – copied verbatim from the Deed and Schedules of the IAA.	There is no substantive change in repeating definitions verbatim between different Schedules of the IAA; but it is impractical to insert Schedule 10 into the ECC constitution without this repetition. Without this repetition, the constitutional text would rely on an external set of documents, which is not acceptable.
Schedule 10; 4.6.1	Change threshold of a 'Reserved Decision' to one which 'would result in a breach' of a Partner Authority's budget and/or policy frameworks, rather than one which is 'inconsistent'.	Clarity of drafting; underspend against budget is an example of where inconsistency has occurred but is not necessarily problematic; 'breach' is clearer.
Schedule 10; 4.6.2	Clarify JC does not have power to take decisions that result in the delegation of the transport and highways powers vested in ECC and HCC as highways authorities	Without this insertion, the wording implies that transport and highways decisions <i>could</i> otherwise be taken by JC if not Reserved. This insertion clarifies this is not the case, for the avoidance of doubt.
Schedule 10; 5.4	Clarify that that casting vote may be exercised by a person presiding as Chair, not necessarily the appointing JC Chair themselves	Consistency with proposed arrangements for chairing JC meetings at Schedule 10, Section 10, which make provision for a chair to be the appointed Vice-Chair or another member.
Schedule 10; 8.1	Clarify that some partner authorities refer to 'Executive' rather than 'Cabinet'  Specify that members of an Overview and Scrutiny Committee of a partner authority cannot be appointed a member to the Joint Committee.	Consistency with nomenclature used by EHDC as a partner authority.  For the avoidance of doubt; this is already prohibited under statute but will help avoid partners making such an appointment as a mistake.
Schedule 10; 11.1.3 and 11.1.8	Remove reference to 'ModGov portal' of the Accountable Body; replace with 'website'	Future-proof in case a change in website/portal provider from ModGov
Schedule 10; 15.1	Amend text to cross-reference paragraph 14 of this Schedule, which specifies that the Chair may call a JC meeting.	Creates consistency: the Chair, as well as the Joint Committee, <i>both</i> have the ability to schedule meetings.
Schedule 10; 15.4	Specify that the entitlement to attend JC meetings applies equally to the Section 151 Officer and Monitoring Officer of all partner authorities	For the avoidance of doubt; without insertion this could be interpreted as only S151 of the Accountable Body (which is the definition in the IAA) or any S151 of any authority (e.g. neighbour of the five authorities).

<b>Section of IAA</b>	<b>Amendment</b>	<b>Reason for the change</b>
Schedule 10, 18.1	Specify that quorum of a meeting of any sub-committee of the JC will be all voting members.	Quorum for sub-committees needs to be specified.
Schedule 10; 20.3	Specify that minutes of each JC meeting shall be published on the Accountable Body's website	This is standard practice that should be assured; the clause references requirements of Part VA of the Local Government Act 1972 which did not anticipate online publication channels.
Schedule 10; 21.1	Specify that where a member of a Partner Authority has been appointed as a valid substitute for a JC member, that substitute may vote in meetings.  Specify that (additional to being invited to speak at the invitation of the Chair), members of partner authorities may submit written questions to the Committee in advance of the meeting which may be answered at the discretion of the Chair.	Consistency with Schedule 10, section 8, which specifies the process of appointing a valid substitute and their voting right.  Consistency with equivalent processes for other committees across partner authorities.
Schedule 10; 21.2	Clarify that members of the public may submit written questions to the Committee pursuant to the business of the meeting concerned which may be answered at the discretion of the Chair or replied in writing following the meeting.	Consistency with equivalent processes for other committees across partner authorities.
Schedule 10; 24.2	Clarify that some decisions are to be exempt from call-in, cross-referencing clause 24.7; specify that the Accountable Body will produce a list of decisions taken at any meeting of the Joint Committee and circulate it to the Proper Officer of each Partner Authorities – number of days to be specified before entering Deed.	Dissemination protocols are essential to proper functioning, so that members across all authorities are notified and know what they may wish to call-in.
Schedule 10; 24.2	Clarify that any member of any partner authority can call-in a JC decision to the overview and scrutiny committee of that authority; rather than limit call-in to only be capable of being exercised by the committee itself.	Creates greater consistency with how call-in is exercised within partner authorities, including reference to the authority having requirements of the call-in function.
Schedule 10; 24.3	Clarify that sub-clauses apply to JC decisions when decisions are called in, rather than (anything) which is <i>subject</i> to call-in (but may not ultimately be called in).	Greater clarity in drafting
Schedule 10; 24.3	New sub-clause stating that 'If an overview and scrutiny committee of a Partner Authority requires the HGGT Director and any officer of any Partner	This provision echoes the statutory provisions for overview and scrutiny committees in the

<b>Section of IAA</b>	<b>Amendment</b>	<b>Reason for the change</b>
	Authority who has been involved in the preparation of a report which led to the decision which has been called in, it is the duty of that officer to comply with any such requirement.'	Local Government Act 2000, Section 9FA, paragraphs 8 and 9
Schedule 10; 24.4	Change requirement upon partner authorities and Accountable Body to ensure appropriate officers are notified of the date, time and place of a meeting of an overview and scrutiny committee of any partner authority, where that committee is considering a call-in relating to a decision of the JC.	The requirement that officers attend meetings is via the statutory provisions for overview and scrutiny committees in the Local Government Act 2000, Section 9FA, paragraphs 8 and 9; authorities cannot ensure attendance but can ensure notification.
Schedule 10; 24.6	Add clarification that a decision is only exempted from call-in if all Partner Authorities agree.	This protocol for unanimous agreement is already the intention among all partners for how the process will function to exempt decision from call-in. Without this insertion requiring positive agreement, there is no explicit provision for how the process would work in the event of non-response from one or more authorities.
Schedule 10; Appendix 3, recitals	Clarify that Functions of the JC are 'delegated' from, rather than 'transfer' from, partner authorities; remove reference to HGGT Board.	The HGGT Board ceases to exist at the point the JC is formed.
Schedule 10; Appendix 3, para 7	Amend description of 'key decision' to specify that such decisions relate to executive functions; are 'likely' to have financial impacts beyond £200,000 (revenue) or £2,000,000 (capital); and affect people 'living or working' in more than one ward 'or electoral division'.	Consistency with statutory definition of what a key decision is; consistent with the ECC nomenclature for electoral divisions (rather than wards).
Schedule 10; Appendix 3, para 8	Specify that key decisions can only be made at such times where the Joint Committee is a decision making body within the meaning of regulation 2 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012	Consistency with statutory provision for rules to apply as and when the JC is a decision-making body under statute.
Schedule 10; Appendix 3, para 43	Remove hyperlink	The hyperlink is incorporated by reference and we cannot control what is linked to, which is likely to change over time.



Dated

2023

**East Hertfordshire District Council**

**Epping Forest District Council**

**Harlow District Council**

**Essex County Council**

**Hertfordshire County Council**

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**Inter-Authority Agreement**

**for the Harlow and Gilston Garden Town Joint Committee**

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**THIS DEED** is made on

2023

**BETWEEN:**

- 1 East Hertfordshire District Council of Wallfields, Pegs Lane, Hertford SG13 8EQ (“**EHDC**”)
- 2 Epping Forest District Council of Civic Offices, 323 High Street, Epping CM16 4BZ (“**EFDC**”)
- 3 Harlow District Council of Civic Centre, The Water Gardens, College Square, Harlow CM20 1WG (“**HDC**”)
- 4 Essex County Council of County Hall, Market Road, Chelmsford CM1 1QH (“**ECC**”); and
- 5 Hertfordshire County Council of County Hall, Pegs Lane, Hertford SG13 8DQ (“**HCC**”),

each a “**Partner Authority**” and together the “Partner Authorities”.

**BACKGROUND**

- A. The Partner Authorities are local authorities for the purposes of the Local Government Act 1972 and best value authorities for the purposes of the Local Government Act 1999.
- B. Under sections 101(5) and 102(1) of the Local Government Act 1972 and Regulations 10 and 11 of The Local Authorities (Arrangements for the Discharge of Functions) England Regulations 2012, local authorities may arrange for the discharge of their functions by a Joint Committee comprising members of their authorities.
- C. All of the Partner Authorities have introduced Executive Arrangements under section 9EA of the Local Government Act 2000.
- D. Each of the Partner Authorities has agreed to establish a Joint Committee for the purposes of section 101 of the Local Government Act 1972 to be known as the Joint Committee for the Harlow and Gilston Garden Town (the “**Joint Committee**”) to co-ordinate and facilitate the delivery of 16,000 homes in the HGGT by 2033, and 7,000 homes in the years after that along with associated infrastructure.
- E. Epping Forest District Council will act as the Accountable Body.
- F. The Accountable Body will provide the Services and employ the HGGT Delivery Team on the terms set out in this Agreement and in accordance with Part VII of the Local Government Act 1972.
- G. This Agreement sets out the services that the Accountable Body will deliver to the Joint Committee and the respective roles, responsibilities and behaviours of the Partner Authorities in respect of associated matters related to the Joint Committee and the delivery of the Harlow and Gilston Garden Town.
- H. The Parties have also agreed the Joint Committee Terms of Reference which is incorporated into this Agreement.

## **1 AGREED TERMS**

- 1.1 In this Agreement, the definitions set out in Schedule 1 (Definitions) shall apply.
- 1.2 Clauses, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to a statute or a provision of a statute is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 Words in their singular shall include the plural and vice versa (unless the context otherwise requires).
- 1.8 A reference to **writing** or **written** excludes a reference to electronic communications, facsimile transmissions or comparable means of communication.
- 1.9 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.10 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.11 Where there is any conflict or inconsistency between the provision of the agreement, such conflict or inconsistency shall be resolved according to the following order of priority:
  - 1.11.1 the clauses of the Agreement;
  - 1.11.2 Schedule 1 to this Agreement;
  - 1.11.3 the remaining schedules to this Agreement.

## **2 Governance**

- 2.1 The Partner Authorities agree to adhere to the overarching governance structure set out in the Joint Committee Terms of Reference.
- 2.2 The Partner Authorities will work together acting in their capacities as Accountable Body and Partner Authorities.
- 2.3 The Partner Authorities agree that the following principles underpin their collaborative working: mutual co-operation; accountability; transparency and mutual benefits.

- 2.4 The Partner Authorities agree that they will work together with mutual trust, good faith and in an open, co-operative and collaborative manner and will respond in a timely manner
- 2.5 A structure chart depicting the governance arrangements applicable to the Joint Committee as at the date of this Agreement is included at Schedule 11. The parties acknowledge that the chart is included for information only. In the event of any conflict between the chart and any other provision of this Agreement, the other provision shall prevail.

### **3 Roles and Responsibilities of the Accountable Body**

- 3.1 The Accountable Body shall operate administrative functions to ensure the partnership operates legally and has the back office support services required. In this context it is not a political function. The political leadership comes from the five partners in the joint committee.
- 3.2 Subject to clause 3.3, in accordance with the terms of this Agreement the Accountable Body shall:
- 3.2.1 be the employing authority of the HGGT Director and HGGT Delivery Team on behalf of the Partner Authorities, who will be employed on the Accountable Body's terms and conditions of employment and subject to the employment policies of the Accountable Body;
  - 3.2.2 ensure that line management is provided to the HGGT Director and the HGGT Delivery Team in consultation with the Chair, where necessary, in order to ensure that the HGGT Director and Delivery Team are effectively performing their roles;
  - 3.2.3 establish and maintain a financial system to hold and account for all Project Funding and Recoverable Cost Funding received and disbursed on behalf of the Joint Committee;
  - 3.2.4 receive the Project Funding and Recoverable Cost Funding on behalf of the Joint Committee and be responsible for its proper administration;
  - 3.2.5 comply with all instructions of the Joint Committee and any sub-committee except where the instruction is:
    - (i) inconsistent with the principles of probity or sound financial practice;
    - (ii) in breach of applicable funding terms
    - (iii) inconsistent with public law principles;
    - (iv) against the public interest
    - (v) likely to bring the Accountable Body or the Joint Committee into disrepute; or
    - (vi) illegal;

- 3.2.6 ensure, through the S151 Officer, that Project Funding and Recoverable Cost Funding is used appropriately in accordance with the law, good financial management and any applicable grant conditions;
  - 3.2.7 ensure the decisions and activities of the Joint Committee conform with legal requirements;
  - 3.2.8 ensure that the Accountable Body's decisions conform with legal requirements;
  - 3.2.9 issue offer letters and enter into agreements for Recoverable Cost Funding with the Partner Authorities as authorised by the Joint Committee;
  - 3.2.10 provide the Services;
  - 3.2.11 provide the necessary data and other information in timely manner to enable the HGGT Director to monitor the progress of scheme delivery and spend of Project Funding;
  - 3.2.12 ensure all required information on expenditure, activities, outputs and outcomes are properly recorded and provided in due time for reporting to the Joint Committee upon the Joint Committee's request;
  - 3.2.13 only spend the Project Funding and Recoverable Cost Funding on the Services, the Recoverable Costs, and any other costs or expenditure agreed by the Joint Committee;
  - 3.2.14 obtain and keep in place sufficient insurance cover in respect of its liabilities under this Agreement and supply to the Joint Committee, on request, evidence that insurance cover or self-insuring arrangements are in place;
  - 3.2.15 unless directed otherwise by the Joint Committee, maintain ownership of the Assets and use them only for the purposes of the Joint Committee and any sub-committee; and
  - 3.2.16 unless directed otherwise by the Joint Committee, administer the Contracts and manage them only for the purposes of the Joint Committee.
- 3.3 The Accountable Body shall not have responsibility for the RIF pursuant to this Agreement. The parties acknowledge that the accountable body for the RIF shall be decided by the Partner Authorities pursuant to clause 4.6.5.
- 3.4 In addition to acting as Accountable Body, EFDC (or any successor Partner Authority) shall ensure that where it has a role as recipient of Project Sponsor Funding, there is a clear separation of such functions from its role as Accountable Body and all decisions to release Project Funding shall remain subject to the Joint Committee's approval.
- 3.5 The Accountable Body shall provide the Services or procure that they are provided:
- 3.5.1 with all reasonable skill, care and attention in accordance with the best industry practice within the timescales appropriate to the service in question;
  - 3.5.2 in accordance with the Assurance Framework and the terms of the Joint Committee Terms of Reference;

- 3.5.3 in accordance with relevant accounting standards including but not limited to guidance from the Chartered Institute of Public Finance and Accountancy and GAAP (generally accepted accounting principles);
  - 3.5.4 in all respects in accordance with the Accountable Body and Joint Committee's policies; and
  - 3.5.5 in accordance with all applicable Law.
- 3.6 In the event that the Accountable Body is unable or unwilling to deliver the Services, the Accountable Body must provide the other Partner Authorities with at least twelve (12) months' notice (or such shorter period as the parties may agree) of its intention to cease to act as Accountable Body. The Accountable Body reserves the right to transfer the Accountable Body role and responsibilities under this Agreement to a different Partner Authority as agreed with the other Partner Authorities by providing the other Partner Authorities with written notice of such change. The new Accountable Body shall assume all responsibilities and obligations relating to this Agreement from the effective date of transfer and the Partner Authorities shall co-operate fully with the new Accountable Body to ensure a seamless transition. The retiring Accountable Body shall take all steps necessary to transfer to the new Accountable Body any Assets and Staff, and to novate any Contracts.

#### **4 Roles and Responsibilities of the Partner Authorities**

- 4.1 Each Partner Authority shall comply with the terms and conditions set out in this Agreement, including this clause 4, and the Joint Committee Terms of Reference.
- 4.2 The Partner Authorities shall co-operate to achieve the Garden Town Purpose.
- 4.3 The Partner Authorities shall ensure that an executive officer is appointed to and participates as a member of the Executive Officer Group in accordance with paragraph 7 of the Joint Committee Terms of Reference.
- 4.4 The Partner Authorities shall provide a Lead Officer(s).
- 4.5 The CEOs of the Partner Authorities, or the CEOs nominated deputies, will meet at least quarterly and in advance of the formal joint committee meetings to consider the papers and provide strategic advice.
- 4.6 The Partner Authorities shall work to achieve the RIF Purpose, including:
  - 4.6.1 co-operating to enable HCC to draw down the HIG Funding in accordance with the terms of the Grant Determination Agreement;
  - 4.6.2 committing to maximising recovery of the HIG Funding for inclusion in the RIF;
  - 4.6.3 maximising the contributions from the strategic sites to put into the RIF;
  - 4.6.4 using reasonable endeavours to secure additional grant or revenue funding for the delivery of the STC Network and, where appropriate, to allocate such funding to the RIF, subject always to any terms and conditions attaching to such funding;



- 4.6.5 cooperating to develop, agree, and implement the RIF strategy described in paragraph 6.4 of the Memorandum of Understanding at which point the parties agree that the Memorandum of Understanding shall terminate;
- 4.6.6 paying the Accountable Body the Partner Authority Contribution;
- 4.6.7 making appropriate in-kind resources available as required and agreed by the Joint Committee.
- 4.7 The Partner Authorities shall (so far as the law permits) comply with the terms of the Exit Schedule.
- 4.8 For the avoidance of doubt, nothing in this Agreement shall fetter the statutory rights, powers, duties and obligations of the Partner Authorities in the exercise of their role as a local authority.

## **5 HGGT Delivery Team**

- 5.1 The Accountable Body shall employ the HGGT Delivery Team and the HGGT Director and they will be subject to the employment policies of the Accountable Body.
- 5.2 The Accountable Body will ensure that line management is provided to the HGGT Delivery Team and the HGGT Director in consultation with the Chair of the Joint Committee, where necessary, in order to ensure that the HGGT Delivery Team is effectively performing its role.
- 5.3 The HGGT Delivery Team shall have its primary place of work at HDC. HDC shall provide office space, access, and employee welfare facilities to the HGGT Delivery Team which is sufficient to allow the HGGT Delivery Team to support the delivery of the Garden Town Purpose and the RIF Purpose.
- 5.4 The role of the HGGT Delivery Team is to:
  - 5.4.1 support the Joint Committee to carry out the programme of coordinating and enabling work required for the delivery of the Joint Committee's primary aims as detailed in paragraph 4.5 of the Joint Committee Terms of Reference;
  - 5.4.2 support the allocation of Project Funding;
  - 5.4.3 manage the expenditure and recovery of Project Funding;
  - 5.4.4 monitor and report on delivery against the HGGT Budget;
  - 5.4.5 report to the Joint Committee about issues affecting the development of the HGGT.
- 5.5 The role of the HGGT Director shall be to:
  - 5.5.1 lead the HGGT Partnership and deliver the objectives of the HGGT Joint Committee including leadership and management of the HGGT Delivery Team;
  - 5.5.2 be the budget holder of the Recoverable Cost Funding and Project Funding in accordance with the Accountable Body's constitution and financial regulations;

- 5.5.3 prepare and maintain a three (3) year Business Plan to the Joint Committee (a Proposed Budget) setting out:
- (i) the proposed level of Partner Authority Contributions;
  - (ii) the Recoverable Cost Funding required and how the Recoverable Cost Funding is to be allocated with respect to those three (3) Financial Years;
  - (iii) the allocation of project funding; and
  - (iv) The annual programme of enabling work to be carried out by the HGGT Delivery Team with objective for years 2 & 3.
- 5.5.4 prepare the Proposed Budget; and
- 5.5.5 chair meetings of the HGGT Delivery Team and the Executive Officer Group.

## **6 Not Used**

## **7 Charges and Payment**

- 7.1 The Partner Authorities agree that the Partner Authority Contribution shall be set at a level sufficient to cover the Recoverable Costs.
- 7.2 The Charges for the Services provided by the Accountable Body shall be funded by the Recoverable Cost Funding and shall be calculated in accordance with Schedule 4 (Charges).
- 7.3 Before the start of each Financial Year, the HGGT Director in consultation with the Partner Authorities will bring a report to the Joint Committee with proposals for the three (3) year business plan (a “**Proposed Budget**”) as set out in clause 5.5.3.
- 7.4 Subject to approval by Joint Committee, the Accountable Body shall be entitled as part of the annual budget setting process by written notice, to vary Charges upwards or downwards, to reflect any change in its underlying cost base in the provision of the Services (or changes in the underlying cost base and margin of the Accountable Body). In making any such changes, Accountable Body shall act reasonably at all times.
- 7.5 The Accountable Body shall pay any Recoverable Costs from the cost centre held for such purpose within the Accountable Body’s accounting records.

## **8 Change Request**

- 8.1 If the outcome of a review pursuant to clause 6 of the Joint Committee Terms of Reference results in a change to the nature, volume or execution of all or any of the Services, the Partner Authorities shall submit details of the requested change in writing to the Accountable Body. Following the submission or receipt of a change request, the Accountable Body shall, within a reasonable time, provide a written estimate to the Partner Authorities of:
- 8.1.1 the time required to implement the change;
  - 8.1.2 any proposed variations to the Charges arising from the requested change;

- 8.1.3 any other impact of the requested change on the Services or the terms of this Agreement.
- 8.2 The Accountable Body shall consider the request in good faith in accordance with its responsibilities under clause 3 but the Accountable Body shall (acting reasonably) be under no obligation to accept any requested change to the Services. The Accountable Body shall give its formal response within two (2) weeks of receipt of the change request. If the Partner Authorities cannot agree on the appropriate variation to the fees within four (4) weeks of agreeing the requested change, the matter shall be referred to the Chair of the Joint Committee and a nominated officer of the Accountable Body who shall attempt in good faith to resolve it.
- 8.3 The Accountable Body may, from time to time and without prior notice, change the Services in order to comply with any applicable regulatory or statutory requirements. Where practicable, it will give not less than three (3) months' written notice of any change (including any required variation to the Charges), but in any event, it will give notice of any such change within one (1) month of it taking effect.

## **9 Confidentiality and Freedom of Information**

- 9.1 The Partner Authorities recognise that they are subject to legal duties which may require the release of information under the FOIA or any other applicable legislation governing access to information, and that they may be under an obligation to provide information to third parties on request. Such information may include matters relating to or arising out of this Agreement.
- 9.2 Each Partner Authority will assist the other to enable it to comply with its obligations and will ensure that any third parties acting on its behalf will also comply with the requirements of this clause 9. In the event that any Partner Authority receives a request for information under the FOIA or any other applicable legislation governing access to information and subject of such request or otherwise, the relevant Partner Authority will respond to any such request for assistance at its own cost and promptly, and in any event within five (5) days.
- 9.3 The Accountable Body, when in receipt of an FOIA addressed to or concerning the Joint Committee or Accountable Body, will consider the representations made by the relevant Partner Authorities. The Partner Authorities understand and acknowledge that, in such a case and as the recipient of the FOIA, the Accountable Body shall have the final determination of the response and disclosure required and the Partner Authorities agree to abide by that determination.

## **10 Intellectual Property**

- 10.1 All Intellectual Property created by the Joint Committee, or by any of the Partner Authorities for the purposes of the Joint Committee or this Agreement, shall vest in the Accountable Body on creation. The Accountable Body shall grant to the Partner Authorities a perpetual, royalty-free, non-exclusive licence to use the Joint Committee Intellectual Property.
- 10.2 The Accountable Body shall grant, subject to the remainder of this clause 10 and for so long as the Accountable Body remains the Accountable Body, a non-exclusive licence to use such Accountable Body Intellectual Property as is necessary to allow the Joint Committee to enjoy the benefit of the Services provided by the Accountable Body. The Joint Committee and the Partner Authorities shall at all times maintain standards of quality equivalent to those used by the Accountable Body in relation to its

Intellectual Property and shall comply with such reasonable instructions as may be notified to it by the Accountable Body in connection with the use of such Intellectual Property from time to time.

- 10.3 The Partner Authorities acknowledge that where the Accountable Body does not own the Intellectual Property, use by the Partner Authorities of rights in the Accountable Body's Intellectual Property is conditional on the Accountable Body obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Accountable Body to license such rights to the Partner Authorities.
- 10.4 Where the circumstances set out in clause 10.3 arise, the Accountable Body agrees to use its reasonable endeavours to enable the Partner Authorities to use the Intellectual Property required to enable them to enjoy the benefit of the Services.

## **11 Termination**

- 11.1 This Agreement shall terminate on the date that the Joint Committee Terms of Reference terminate or expire.
- 11.2 This Agreement shall terminate on the date that the Partner Authority that is acting as Accountable Body ceases to be the Accountable Body pursuant to clause 3.6 for any reason, unless another Partner Authority is appointed to undertake the responsibilities of the Accountable Body.
- 11.3 In the event that a Partner Authority leaves the Joint Committee pursuant to paragraph 5.3 of the Joint Committee Terms of Reference, that Partner Authority shall be deemed also to withdraw simultaneously from this Agreement. In such circumstances the withdrawing Partner Authority shall (to the extent that the law permits) comply with the Exit Provisions.

## **12 Consequences of Termination**

- 12.1 Upon the termination of this Agreement or part thereof for any reason, the provisions of Schedule 6 (Consequences of Termination) shall apply.

## **13 Force Majeure**

- 13.1 In the event that any Partner Authority is affected by any circumstances beyond its reasonable control ("an event of Force Majeure") the affected Partner Authority shall promptly notify the other Partner Authorities of the nature and extent of the circumstances in question.
- 13.2 Notwithstanding any other provision of this Agreement, no Partner Authority shall be deemed to be in breach of this Agreement or otherwise liable to the other for any delay in performance or the non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to the occurrence of an event of Force Majeure of which it has notified the other Partner Authorities, and the time for performance of that obligation shall be extended accordingly.

## **14 Entire Agreement, Inter-Authority Agreement Review and Variations**

- 14.1 This Agreement (including the documents and Schedules referred to in this Agreement) represents the entire agreement between the Partner Authorities in relation to the subject matter hereof and supersedes and replaces all prior agreements,

communications, representations, warranties and undertakings between the Parties, whether oral or written.

- 14.2 The Partner Authorities agree that they shall together review this Agreement from time to time and shall agree such amendments to this Agreement as are necessary to reflect any changes in the circumstances of the Partner Authorities or any changes in the levels of benefit derived from this Agreement by the Partner Authorities. This review shall take place:
- 14.2.1 at least every five (5) years;
  - 14.2.2 whenever a Party Authority gives notice of withdrawal under Schedule 5; or
  - 14.2.3 at such times as a Partner Authority may request on reasonable notice.
- 14.3 Subject to clause 14.4, amendments or variations to this Agreement shall only be effective if, and to the extent that, they are endorsed by the Joint Committee and approved by all Partner Authorities. Any amendments or variations shall be recorded in writing and signed by authorised representatives of each Partner Authority.
- 14.4 Variations in respect of Charges, including but not limited to the annual budget setting process, shall be recorded in writing and signed by authorised representatives of each Partner Authority.

## **15 Assignment**

- 15.1 None of the Accountable Body or the Partner Authorities shall be entitled to assign or transfer any of its rights or obligations arising under this Agreement without the prior written consent of all other Partner Authorities.

## **16 Notices**

- 16.1 A notice given to a party under or in connection with this Agreement shall be in writing and:
- 16.1.1 shall be delivered by hand, pre-paid first-class post, recorded delivery or special delivery in each case sent for the attention of the person, and to the postal address given in clause 16.2 (or such other address or person as the relevant party may notify to the other party); or
  - 16.1.2 shall be sent by electronic mail to the email address given in clause 16.2 (or such other address or person as the relevant party may notify to the other party).
- 16.2 The addresses for service of notices are:

### Accountable Body

Address: Civic Offices, High Street, Epping, Essex CM16 4BZ

Email: [asmall@eppingforestdc.gov.uk](mailto:asmall@eppingforestdc.gov.uk)

For the attention of: Andrew Small

### Partner Authorities

- (1) Address: East Hertfordshire District Council of Wallfields, Pegs Lane, Hertford SG13 8EQ

Email: sara.saunders@eastherts.gov.uk

For the attention of: Sara Saunders - Head of Planning

- (2) Address: Harlow District Council of Civic Centre, The Water Gardens, College Square, Harlow CM20 1WG

Email: simon.hill@harlow.gov.uk

For the attention of: Simon Hill

- (3) Address: Essex County Council of County Hall, Market Road, Chelmsford CM1 1QH

Email: mark.doran@essex.gov.uk

For the attention of: Mark Doran, Director – Sustainable Growth

- (4) Address: Hertfordshire County Council of County Hall, Pegs Lane, Hertford SG13 8DQ

Email: quentin.baker@hertfordshire.gov.uk

For the attention of: Quentin Baker, Monitoring Officer

**16.3 Delivery of a notice is deemed to have taken place:**

16.3.1 if delivered by hand, at the time the notice is left at the address or if sent by post on the second Business Day after posting, unless such deemed receipt would occur outside business hours, in which case deemed receipt will occur at 9.00 am on the next working day;

16.3.2 if sent by electronic mail, at the time actually received provided that any notice sent by electronic mail outside business hours shall be deemed to have been given at 9:00 am on the next working day.

For the purposes of this clause 16.3, business hours means 9.00 am to 5.30 pm Monday to Friday on each day that is not a public holiday.

**16.4 This clause 16 does not apply to the service of any proceedings or other documents in any legal action.**

**17 Data Protection**

**17.1 The Parties shall comply with their obligations under the Data Protection Legislation and the Data Sharing Schedule in the performance of their obligations under this Agreement.**



## **18**     **Disputes**

18.1     If a dispute arises out of or in connection with this Agreement or the performance validity or enforcement of it (a "Dispute") then the Partner Authorities shall follow the procedure set out in this clause:

18.1.1     either Partner Authority shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Heads of Finance of the Partner Authorities shall attempt in good faith to resolve the Dispute;

18.1.2     if the Heads of Finance of the Partner Authorities are for any reason unable to resolve the Dispute within fourteen (14) days of service of the Dispute Notice, the Dispute shall be referred to the Directors of Finance of the Partner Authorities who shall attempt in good faith to resolve it; and

18.1.3     if the Directors of Finance of the Partner Authorities are for any reason unable to resolve the Dispute within fourteen (14) days of it being referred to them, the Dispute shall be referred to the Chief Executives of the Partner Authorities; and

18.1.4     if the Chief Executives of the Partner Authorities are for any reason unable to resolve the Dispute within fourteen (14) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than twenty eight (28) days after the date of the ADR notice.

18.2     The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 20.2 which shall apply at all times.

18.3     If the Dispute is not resolved within fourteen (14) days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of fourteen (14) days, or the mediation terminates before the expiration of the said period of fourteen (14) days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 20.2.

## **19**     **General**

19.1     A waiver of any right or remedy by a Partner Authority under this Agreement shall only be effective if given in writing and shall not be considered to be a waiver of any subsequent breach of the same or any other provision.

19.2     In the event that any provision of this Agreement is held by a competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder of the provision in question and the remaining provisions shall not be affected.

19.3     Third parties shall not have any rights whatsoever to take any action under or in relation to this Agreement and, accordingly, all rights that are or may be conferred on such third

parties pursuant to the Contracts (Rights of Third Parties) Act 1999 are hereby expressly excluded.

## **20 Governing law and Jurisdiction**

- 20.1 This Agreement shall be governed by and construed in accordance with English law.
- 20.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement (including any non-contractual dispute or claim).

## **21 Counterparts**

- 21.1 This Agreement may be executed in any number of counterparts and by the several parties to it on separate counterparts, each of which when so executed shall constitute an original of this Agreement, but all counterparts together shall constitute one and the same instrument.

This agreement has been entered into as a deed on the date stated at the beginning of it.

The common seal of  
EAST HERTFORDSHIRE DISTRICT COUNCIL  
Was affixed in the presence of:

Authorised signatory

The common seal of  
EPPING FOREST DISTRICT COUNCIL  
was affixed in the presence of:

Attesting Officer



The common seal of  
HARLOW DISTRICT COUNCIL  
was affixed in the presence of:

Duly Authorised Officer

The common seal of  
ESSEX COUNTY AUTHORITY  
was affixed in the presence of:

Attesting Officer  
Date

The common seal of  
HERTFORDSHIRE COUNTY COUNCIL  
was affixed in the presence of:

Authorised Signatory

## **SCHEDULE 1**

### **DEFINITIONS**

In this Agreement the words and expressions set out below shall have the meanings set out below (unless the context requires otherwise):

**Accountable Body** means EFDC, or such other Partner Authority as may be appointed pursuant to this Agreement, which has responsibility under this Agreement for holding the Project Funding and the Recoverable Cost Funding and providing the Services including ensuring that expenditure is spent in accordance with all legal requirements.

**Agreement** means this agreement that sets out the services to be delivered by the Accountable Body and the respective roles, responsibilities and behaviours of the Partner Authorities.

**Assets** means any assets held by the Accountable Body on behalf of the Joint Committee from time to time, being at the date of this Agreement four (4) cargo bikes.

**Assurance Framework** means the Financial Regulations of the Accountable Body, which shall be applied to manage the Project Funding until such time as alternative arrangements shall be adopted and incorporated into this Agreement.

**Charges** means the charges (including Recoverable Costs) which become due and payable by the Partner Authorities to the Accountable Body in respect of the Services provided under this Agreement, as such charges are set out in Schedule 4 (Charges).

**Contracts** means any contracts entered into by the Accountable Body on behalf of the Joint Committee from time to time.

**Data Sharing Schedule** means the obligations of the Parties as set out in Schedule 8 (Data Sharing Schedule).

**Data Protection Legislation** means: (a) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (b) the DPA to the extent that it relates to processing of personal data and privacy; and (c) all applicable Law about the processing of personal data and privacy.

**DPA** means the Data Protection Act 2018;

**Executive Officer Group** means an officer group established by the Partner Authorities made up of one (1) senior officer from each Partner Authority and which is chaired by the HGGT Director.

**Exit Provisions** means the exit plan and provisions set out at Schedule 5 (Exit Provisions) which shall be used in the event of termination of this Agreement for any reason in whole or in part.

**Financial Year** means during the continuance of the Agreement any period commencing on 1 April and ending on the following 31 March.

**FOIA** means the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Garden Town Purpose** means providing the leadership required to deliver the spatial growth and infrastructure proposals set out in the Local Plans of HDC, EHDC and EFDC, supported by ECC and HCC to align and maximise the opportunities for new residents and the existing residents and communities in Harlow, Epping Forest and East Hertfordshire.

**GDPR** means the General Data Protection Regulations 2016, Regulation (EU) 2016/679 as implemented in UK law under the European Union (Withdrawal) Act 2018 and any United Kingdom Act or European Union Regulation recognised in UK law substantially replacing the same.

**HGGT** means the Harlow and Gilston Garden Town located to the north of London in the district council areas of Harlow, East Hertfordshire and Epping Forest and in the counties of Hertfordshire and Essex which will co-ordinate and enable new homes, modal shift and associated infrastructure in and around Harlow with four new strategic sites being Gilston, East Harlow, Latton Priory and Water Lane which shall be connected via the STC Network.

**HGGT Area** means the area of the HGGT as delineated in red on the map at Schedule 2 (HGGT Area).

**HGGT Budget** means the agreed budget for the Recoverable Cost Funding and the Project Funding once agreed by the Joint Committee.

**HGGT Delivery Team** means the employees employed by the Accountable Body on behalf of the Partner Authorities for the purposes of supporting the Joint Committee and carrying out the programme of enabling work required for the delivery of the objectives set out in this Agreement and which shall include the Independent Facilitator and the HGGT Director.

**HGGT Director** means an officer employed by the Accountable Body on behalf of the Partner Authorities for the purposes of leading the HGGT Partnership of 5 partner authorities and delivering the objectives of the HGGT Joint Committee including leadership and management of the HGGT Delivery Team and chairing the Executive Officer Group

**HIG Funding** means the funding made available or to be made available by Homes England to HCC under the terms of a Grant Determination Agreement dated 31 March 2021 for the purposes of application towards the expenditure of delivering or procuring the delivery of infrastructure works and dwellings in the HGGT.

**Independent Facilitator** means a person appointed by the Joint Committee in accordance with paragraph 10.4 of the Joint Committee Terms of Reference.

**Intellectual Property** means all patents, rights to inventions, copyright and related rights, database rights, rights in designs, trademarks, know-how, trade secrets and other similar or equivalent rights or forms of protection (whether registered or unregistered) and all applications (or rights to apply) for, and for renewals and extensions of such rights as may now or in the future exist anywhere in the world.

**Joint Committee** means the joint committee constituted through the Joint Committee Terms of Reference between the Partner Authorities.

**Joint Committee Intellectual Property** means any and all Intellectual Property created through the work of, or as directed by, the Joint Committee.

**Joint Committee Terms of Reference** means the terms of reference in relation to the HGGT agreed between the Partner Authorities and Joint Committee and set out in Schedule 10, which sets out the duties and obligations, roles and responsibilities of the Partner Authorities in relation to delivery of Joint Committee's objectives.

**Law** means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which Accountable Body is bound to comply.

**LED** means Law Enforcement Directive (Directive (EU) 2016/680).

**Lead Officer** means an officer employed by each Partner Authority to work to progress the work of the HGGT.

**Memorandum of Understanding** means the memorandum of understanding between the Partner Authorities set out in Schedule 9 to this Agreement, signed by each of the Partner Authorities on different dates in February and March 2022. In interpreting the Memorandum of Understanding, the definitions set out in that Schedule shall apply.

**Partner Authority Contribution** in each Financial Year means a financial contribution which a Partner Authority has agreed to make to the Recoverable Cost Funding.

**Partner Authority** means each party or the parties (as the case may be) to this Agreement.

**Project Funding** means Developer Contributions and any other funding contributions which are to be used for the delivery of the HGGT schemes and work programme as agreed by the Joint Committee.

**Project Sponsor Funding** means a payment of Project Funding to a Partner Authority for the purposes of delivering an element of the HGGT.

**Proposed Budget** has the meaning given to it in clause 7.3.

**Recoverable Costs** means costs incurred by the Accountable Body in the provision of the Services which shall include:

- a) the cost of the Services, the cost of insurance, the cost of the HGGT Delivery Team, the cost of the HGGT Director, and such other funding as is required to cover the agreed programme of work; and
- b) third party costs incurred by the Accountable Body to which no value is added by the Accountable Body, including, but not limited to, any costs, fees, or charges paid pursuant to the Contracts.

**Recoverable Cost Funding** means the funding needed to cover the Recoverable Costs.

**RIF** means the rolling infrastructure fund which shall comprise, as a minimum, the HIG Repayment Funding and the Developer Contributions, principally for the purposes of forward funding and completing the STC Network, which shall be held on behalf of the Joint Committee by the accountable body appointed by the Partner Authorities pursuant to clause 3.3 and clause 4.6.5.

**RIF Purpose** means work to further develop the principles and processes set out in the Memorandum of Understanding at:

- a) Clause 2 (Establishment of the Rolling Infrastructure Fund)
- b) Clause 3 (Rolling Infrastructure Fund Governance)
- c) Clause 4 (Initial Projects – Forward Funding)
- d) Clause 5 (Initial Projects – Recovery of Contributions)
- e) Clause 6 (Subsequent Projects)
- f) Clause 7 (Fund Holders' Obligations)
- g) Clause 9 (Review and Development of the RIF).

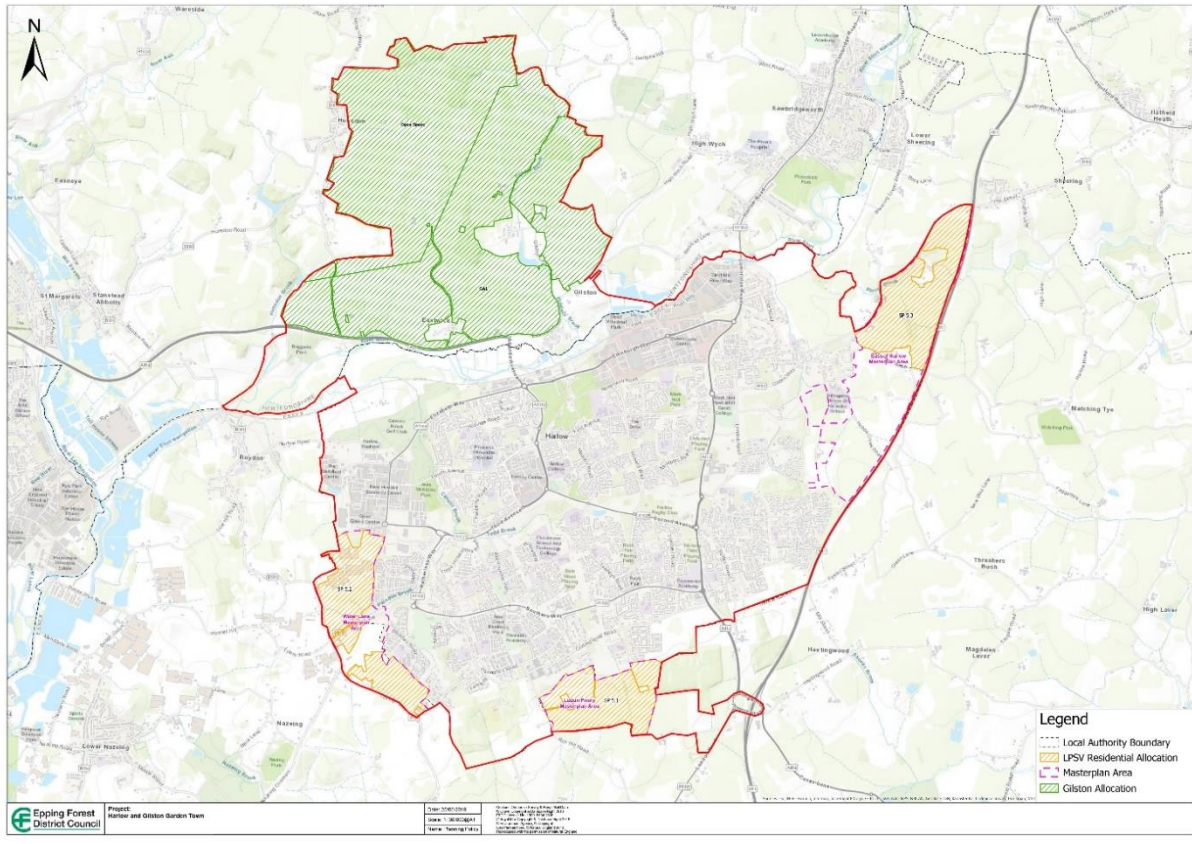
**S151 Officer** means the officer appointed by the Accountable Body for the proper administration of its financial affairs under s151 of the Local Government Act 1972.

**Services** means the services to be provided by the Accountable Body as set out in Schedule 3 (Services).

**STC Network** means the sustainable transport corridors and other specific highway improvements which will connect the four strategic sites forming the HGGT and support the delivery of sustainable residential development as detailed in the Adopted Local Plans of EHDC and HDC and the draft local plan of EFDC.

## SCHEDULE 2

### HGGT Area





## **SCHEDULE 3**

### **SERVICES**

Core on-going Services required to ensure that the Accountable Body can provide the required due diligence in providing financial and legal oversight to the Partnership

#### **Democratic Services**

Publishing Agendas and minutes

#### **Legal Services**

Support on all matters relating to contracting, report comment and supporting meetings of the Joint Committee as required including Joint Committee specific advice to the Accountable Body

#### **People Services**

Support on all HR matter relating to recruitment and management of the HGGT Delivery Team and the HGGT Director

Support for Learning & Development and retention of the HGGT Delivery Team and the HGGT Director

#### **Technology Services**

Core Service including annual licences for Microsoft, Oracle plus a data consumption allowance

Provision of Laptop, mobile phone (if required as agreed by HGGT Director) licences and set up of new users

Service support as part of Core Service

#### **Finance Services**

Budget Holder Support, including support for in-year forecasting and budget preparation  
Preparation of budget and forecast summaries to support reporting to the Board on a quarterly basis

Preparation of the annual accounts of the partnership and support the Audit of the Accounts

Financial advice to the Partnership; Review and comment on the Board papers; provide briefings for the Section 151 officer and the Accountable Body representative

Treasury Management

#### **Internal Audit**

Annual Audit of Governance and Funding arrangements of the Partnership

#### **External Audit**

Audit of the Partnership Accounts if required

#### **Insurance**

No specific insurance required but HGGT employees covered under Accountable Body arrangements

## **SCHEDULE 4**

### **ANNUAL CHARGES**

Costs based on typical on-going service requirements set out above

<b>Service</b>	<b>Primary Role</b>	<b>Cost</b>	<b>Comments</b>
<b>Democratic Services</b>	Democratic Services Manager	£652	Support for publishing Agendas & minutes and attending four (4) meetings in person per year
<b>Legal Services</b>	Supervising Associate	£1 538	Support for four meetings per annum
<b>People Services</b>	People Business Partner	£954	Support for quarterly meetings per annum
<b>Technology Services</b>	Technology Services	£1 361	Excludes costs of licences
<b>Finance Services</b>	Finance Business Partner with oversight from Senior Finance Business Partner as required	£7 224	Support for monthly meetings with HGGT Director and adhoc advice
<b>Internal Audit Services</b>	Senior Auditor	£ 560	
<b>External Audit Services</b>	External procurement	tba	To be agreed when/if required for capital fund monitoring
<b>Insurance</b>	Accountable Body existing arrangements will cover	Nil	
<b>TOTAL</b>		<b>£12,289</b>	



## **SCHEDULE 5**

### **EXIT PROVISIONS**

1. In the event of any one or more Partner Authority giving notice to withdraw from the Joint Committee pursuant to paragraph 5.3 of the Joint Committee Terms of Reference then:
  - a. the Joint Committee shall (unless an earlier date is agreed) meet within one month of the service of any such notice of withdrawal for the purpose of preparing an implementation plan for the withdrawal;
  - b. the Partner Authorities shall each act reasonably in co-operating with each other and facilitate the disaggregation of the Joint Committee in such a manner (including entering into any transitional arrangements) so as to:
    - i. cause the least disruption;
    - ii. agree arrangements for the transfer of staff and avoid redundancies wherever possible;
    - iii. facilitate the transfer of data and records; and
    - iv. mitigate costs so far as practicable.
2. Save as mentioned in paragraph 3:
  - a. the Partner Authority giving notice of withdrawal from the Joint Committee (or if there is more than one such Partner Authority then each of them in equal shares) shall bear all costs arising out of or in connection with such withdrawal and shall indemnify the remaining Partner Authorities against all costs and expenses incurred or to be incurred by them arising out of or in connection with that withdrawal including (without prejudice to the generality of the foregoing):
    - i. costs of redundancy or re-deployment of any staff;
    - ii. termination of any lease or licence for the occupation of any premises or use of any equipment including ICT hardware or software agreements (all such matters to be at the discretion of the Partner Authorities other than those that have given notice to withdraw from the Joint Committee);
    - iii. procurement of any alternative accommodation or relocation of any services or staff; procurement implementation or reconfiguration of any equipment, ICT hardware or software reasonably required for the provision of the on-going shared service by the remaining Partner Authorities;
    - iv. preparation, disaggregation and transfer of any data and records;
    - v. staff costs and administrative overheads in connection with any of the above.

- b. The Partner Authority giving notice of withdrawal (or if there is more than one such Partner Authority then each of them) shall be liable for the costs set out in paragraph 2(a) as if they had not given notice of termination until the later of three years after the date of its withdrawal from the Joint Committee.
  - c. If the Accountable Body ceases to be Accountable Body but remains a Partner Authority, then the provisions paragraphs 2(a) and 2(b) shall not apply unless and until that party withdraws as a Partner Authority.
3. In the event that:
- a. all the Partner Authorities agree to discontinue the Joint Committee; or
  - b. one or more Partner Authorities have given notice of withdrawal pursuant to paragraph 5.3 of the Joint Committee Terms of Reference and there are not at least two Partner Authorities wishing to continue with the provision of the Joint Committee,
- then the Partner Authorities shall cooperate to close the Joint Committee and:
- c. all costs as mentioned in paragraph 2 above shall be deemed to be costs of the Joint Committee and apportioned equally amongst all the Partner Authorities; and
  - d. the Partner Authorities shall seek to agree how any Assets held by the Accountable Body at the date of termination of this Agreement should be distributed between them.

## **SCHEDULE 6**

### **CONSEQUENCES OF TERMINATION**

Upon termination of this Agreement howsoever caused and for whatever reason:

1. All amounts due under this Agreement to the Accountable Body (in its role as Accountable Body) including amounts which have accrued but have not yet been invoiced by the Accountable Body shall become immediately due and payable by the relevant Partner Authorities.
2. The Accountable Body shall repay to the relevant Partner Authorities any Charges paid by such Partner Authorities in respect of Services not received at the date of termination.
3. The Partner Authorities shall have no claim against Accountable Body for compensation for loss of profit, loss of goodwill or any similar loss.
4. Any access to a Partner Authority's IT systems by any other Partner Authority shall cease immediately and each Partner Authority shall return any equipment, materials or property belonging to any other Partner Authority as soon as practically possible and in any event within one month from the date of termination unless the parties agree otherwise.
5. Any right or licence by the Accountable Body to the Joint Committee or the Partner Authorities to use the Accountable Body's Intellectual Property shall cease to have effect unless the parties agree otherwise.
6. Each Partner Authority shall return any Accountable Body equipment within a reasonable time, and in any event within one month from the date of termination, unless the parties agree otherwise.
7. Subject as otherwise provided in this Agreement and to any rights or obligations which have accrued prior to termination, no Partner Authority shall have any further obligation to the other Partner Authorities under this Agreement.

## **SCHEDULE 7**

**NOT USED**

## **SCHEDULE 8**

### **DATA SHARING SCHEDULE**

#### **(1) Background**

The Partner Authorities have determined that they are Joint Controllers in relation to the Shared Personal Data and accordingly this Data Sharing Schedule sets out the arrangements between them for the purposes of the Data Protection Legislation. The parties agree to share and use Personal Data with each other within the UK for the Agreed Purposes on the terms set out in the Agreement and this Data Sharing Schedule.

#### **(2) Agreed terms**

##### **1 INTERPRETATION**

The following definitions and rules of interpretation apply in this Data Sharing Schedule.

<b>“Agreed Purposes”</b>	has the meaning given to it in paragraph 2 of this Data Sharing Schedule.
<b>"Business Day"</b>	a day other than a Saturday, Sunday or public holiday in England when banks are open for business.
<b>"Commencement Date"</b>	has the meaning given at the beginning of the Agreement.
<b>"Criminal Offence Data"</b>	means Personal Data relating to criminal convictions and offences or related security measures to be read in accordance with section 11(2) of the DPA 2018.
<b>"Data Protection Legislation"</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 and any successor legislation.
<b>“EIR”</b>	the Environmental Information Regulations 2004, as amended from time to time.
<b>“GDPR/UK GDPR”</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act.

2018.

**“FOIA”**

the Freedom of Information Act 2000, as amended from time to time.

**"ICO"**

means the Information Commissioner's Office or any replacement or successor supervisory body within the United Kingdom.

**"Personal Data Breach"**

a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

**“Public Authority”**

shall have the meaning as set out in section 7 of the Data Protection Act 2018.

**"Shared Personal Data"**

the Personal Data to be shared between the parties under paragraph 3 of this Data Sharing Schedule.

**“Special Category Personal Data”**

the categories of Personal Data set out in Article 9(1) of the UK GDPR.

**“Subject Access Request”**

the exercise by a data subject of his or her rights under Article 15 of the UK GDPR and the DPA 2018.

**“Term”**

the timeframe from the Commencement Date up until the Agreed Purposes have been fulfilled.

- 1.1 Controller, Joint Controllers, Processor, Data Subject, Personal Data, Processing, and appropriate technical and organisational measures shall have the meanings given to them in the Data Protection Legislation.
- 1.2 Paragraph headings shall not affect the interpretation of this Data Sharing Schedule.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

- 1.5 A reference to writing or written includes email but not fax.

## 2 PURPOSE

- 2.1 This Data Sharing Schedule sets out the framework for the sharing of Personal Data when a Partner Authority (the “**Data Discloser**”) discloses Personal Data to the other Joint Controllers (the “**Data Receiver(s)**”). It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.
- 2.2 Each Partner Authority is a Public Authority and considers this data sharing initiative necessary to progress the Harlow and Gilston Garden Town Project which will benefit the local population of East Hertfordshire through the creation of new accommodation, schools, employment as well as improved infrastructure and town centre enhancement and regeneration.
- 2.3 The Partner Authorities agree to only process Shared Personal Data, for the following purposes and by the following means:
- 2.3.1 To facilitate public and organisational consultations and newsletters / updates / HGGT Communications. To allow FOI requests relevant to HGGT to be enacted. To allow data collected on behalf of HGGT to be enacted. To facilitate public and organisational consultations and newsletters / updates / HGGT Communications. To allow FOI requests relevant to HGGT to be enacted. To allow data collected on behalf of HGGT to be accessed and used by all Partner Authorities. To allow Health and Safety obligations to staff working on the HGGT project to be met.
- 2.3.2 Sharing data would be electronic, via emails with spreadsheets, Word documents and databases via phone calls or in person / via hard copy. Shared electronic filing systems may also be developed.

The Partner Authorities shall not process Shared Personal Data in a way that is incompatible with the purposes described in this paragraph.

- 2.4 Notwithstanding paragraph 2.3, if and to the extent that the Partner Authorities determine in respect of any Processing of Personal Data that the relationship between them is not one of Joint Controllers because it is between Controllers, or between Controllers and Processors, then they will cooperate in agreeing and documenting appropriate arrangements for that other relationship or those other relationships

## 3 SHARED PERSONAL DATA

- 3.1 The following types of Personal Data will be shared between the Partner Authorities during the Term of the Agreement:
- 3.1.1 employee contact details from each of the parties;
- 3.1.2 complainants and other individuals in relation to a complaint or query;

- 3.1.3 job applicants and their current and former staff and volunteers; and referee contact details
- 3.1.4 contractors and other professionals appointed to assist with the Agreed Purposes; and
- 3.1.5 visitors to their websites.
- 3.1.6 Consultation responses with the public carried out by or relating to the HGGT project including surveys of individuals or businesses or monitoring of services
- 3.2 Special Category Personal Data and Criminal Offence Data will not be shared between the Partner Authorities for the Agreed Purposes.
- 3.3 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.
- 4 LAWFUL, FAIR AND TRANSPARENT PROCESSING; JOINT CONTROLLER RESPONSIBILITIES**
  - 4.1 Each Partner Authority shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with paragraph 4.3 during the Term of the Agreement.
  - 4.2 Each Partner Authority shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one Partner Authority shall, if not remedied within 30 days of written notice from one or more Partner Authorities, give grounds to that Partner Authority to terminate its participation in this Data Sharing Schedule with immediate effect.
  - 4.3 Each Partner Authority shall ensure that it has legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Data.
  - 4.4 The Data Discloser shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their Personal Data, the legal basis for such purposes and such other information as is required by Article 13 of the GDPR including if Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the data subject to understand the purpose and risks of such transfer
  - 4.5 The Data Receivers undertake to inform the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their Personal Data, the legal basis for such purposes and such other information as is required by Article 14 of the GDPR including if Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer.
  - 4.6 Each Partner Authority shall comply with its obligations under Article 26 of the GDPR and shall make available to Data Subjects the essence of the arrangements



contemplated by this Data Sharing Schedule, acknowledge that Data Subjects may exercise their rights under the GDPR in respect of and against each and agree to provide to each other party such cooperation as may reasonably be required to assist that other party in compliance with its obligations under Article 26 of the GDPR.

## **5 DATA SUBJECTS' RIGHTS**

- 5.1 The Partner Authorities each agree to provide such assistance as is reasonably required to enable the other parties to comply with requests from Data Subjects to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.
- 5.2 Each Partner Authority is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.
- 5.3 Notwithstanding the foregoing, each Partner Authority acknowledges and accepts that each other party is subject to the requirements of the FOIA and EIR and shall assist and cooperate with the other Partner Authorities to facilitate any required disclosure under the FOIA and EIR and UK GDPR.

## **6 DATA RETENTION AND DELETION**

- 6.1 The Data Receivers shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.
- 6.2 Notwithstanding paragraph 6.1, the Partner Authorities shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable to local authorities.
- 6.3 The Data Receiver shall ensure that any Shared Personal Data are returned to the Data Discloser or destroyed on termination or expiry of the Agreement, termination of the Data Discloser's participation in the provision of this Data Sharing Schedule, or once processing of the Shared Personal Data is no longer necessary for the Agreed Purposes.
- 6.4 Following the deletion of Shared Personal Data in accordance with paragraph 6.3, the Data Receivers shall notify the Data Discloser that the Shared Personal Data in question has been deleted.

## **7 INTERNATIONAL DATA TRANSFERS**

The Partner Authorities shall not make a transfer of Personal Data outside the EEA.

## **8 SECURITY AND TRAINING**

- 8.1 The Partner Authorities shall only provide the Shared Personal Data to the other Partner Authorities by methods that afford the proper protection and privacy to the Shared Personal Data.
- 8.2 The Partner Authorities each undertake to have in place (and to regularly review and update) throughout the Term appropriate technical and organisational security measures, taking into account the cost of implementation and the state of the technological development, to:
- 8.2.1 prevent unauthorised or unlawful processing of the Shared Personal Data and the accidental loss or destruction of, or damage to, the Shared Personal Data; and
  - 8.2.2 ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and the nature of the Shared Personal Data to be protected.
- 8.3 Each Partner Authority shall ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with this paragraph and any other applicable data protection laws.

## **9 PERSONAL DATA BREACHES AND REPORTING PROCEDURES**

- 9.1 Each Partner Authority shall comply with its obligation to report a Personal Data Breach to the ICO and (where applicable) data subjects under Article 33 of the GDPR and shall each inform the other parties of any Personal Data Breach irrespective of whether there is a requirement to notify the ICO or data subject(s).
- 9.2 The Partner Authorities each agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

## **10 REVIEW AND TERMINATION OF DATA SHARING SCHEDULE**

- 10.1 The Partner Authorities shall review the effectiveness of this Data Sharing Schedule regularly and on the addition and removal of a party, having consideration to the aims and purposes set out in paragraph 2. The Partner Authorities shall continue, amend or terminate the Data Sharing Schedule depending on the outcome of this review.
- 10.2 Each Partner Authority reserves its rights to inspect any other Partner Authority's arrangements for the processing of Shared Personal Data and to terminate the Partner Authority's participation in the Data Sharing Schedule where it considers that another Partner Authority is not processing the Shared Personal Data in accordance with this Data Sharing Schedule.
- 10.3 In the event that any Partner Authority terminates its participation, or has its participation terminated, in this Data Sharing Schedule, its obligations under the Agreement (with the exception of this Schedule 8) shall continue unaffected.

## **11 RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE ICO**

- 11.1 In the event of a dispute or claim brought by a data subject or the ICO concerning the processing of Shared Personal Data against any or all of the Partner Authorities, the Partner Authorities will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- 11.2 The Partner Authorities agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the ICO. If they do participate in the proceedings, the Partner Authorities may elect to do so remotely (such as by telephone or other electronic means). The Partner Authorities also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 11.3 Each Partner Authority shall abide by a decision of a competent court of the Data Discloser's country of establishment or of the ICO.

## **12 WARRANTIES**

- 12.1 Each Partner Authority warrants and undertakes that it will:
- 12.1.1 Process the Shared Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its personal data processing operations;
  - 12.1.2 make available on request to the Data Subjects who are third party beneficiaries a copy of this Data Sharing Schedule, unless the Data Sharing Schedule contains confidential information;
  - 12.1.3 respond within five (5) working days and as far as reasonably possible to enquiries from the ICO in relation to the Shared Personal Data;
  - 12.1.4 respond to Subject Access Requests in accordance with the Data Protection Legislation;
  - 12.1.5 where applicable, maintain registration and/or pay the appropriate fees with all ICO to process all Shared Personal Data for and by the Agreed Purpose; and
  - 12.1.6 take all appropriate steps to ensure compliance with the security measures set out in paragraph 8 above.
- 12.2 The Partner Authorities warrant and undertake that it (when acting as a Data Discloser) is entitled to provide the Shared Personal Data to the Data Receivers and it will ensure that the Shared Personal Data is accurate and will continually monitor and update the Shared Personal Data where necessary.
- 12.3 Except as expressly stated in this Data Sharing Schedule, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

## 13 INDEMNITY

Each Partner Authority shall indemnify the others (to the extent and proportion that each indemnified party is not at fault) against all liabilities, costs, expenses, damages and losses (including but not limited to any direct and reasonably foreseeable indirect or consequential losses, and all interest, penalties and legal costs and all other reasonable and properly professional costs and expenses) suffered or incurred by the indemnified party arising out of the breach of the Data Protection Legislation or this Data Sharing Schedule by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

## SCHEDULE 9

### MEMORANDUM OF UNDERSTANDING

### MEMORANDUM OF UNDERSTANDING

relating to

### THE HARLOW & GILSTON GARDEN TOWN ROLLING INFRASTRUCTURE FUND

#### PARTIES

- (1) EAST HERTFORDSHIRE DISTRICT COUNCIL
- (2) EPPING FOREST DISTRICT COUNCIL
- (3) ESSEX COUNTY COUNCIL
- (4) HARLOW DISTRICT COUNCIL
- (5) HERTFORDSHIRE COUNTY COUNCIL

each a “**Council**”, and together “**the Councils**”.

#### INTRODUCTION

- A The Councils are collaborating to facilitate the delivery of the Harlow and Gilston Garden Town (“**Garden Town**”).
- B HCC, on behalf of all the Councils, successfully submitted a bid to the Ministry for Homes, Communities and Local Government (acting through Homes England) for approximately £171 million funding of the Housing Investment Grant to forward fund infrastructure in the Garden Town area. HCC subsequently entered into the Grant Determination Agreement in respect of the funding.
- C In the Grant Determination Agreement, HCC committed to the establishment of a Rolling Infrastructure Fund (“**RIF**”), through which the HIG Funding would be recovered from developers and made available for forward funding of and completing the wider Garden Town sustainable transport corridor network and

other infrastructure in the Garden Town area; where possible that funding would also be recycled, creating a rolling basis for infrastructure investment.

- D The Councils are entering into this Memorandum of Understanding (“**Memorandum**”) to record and set out the basis on which they will collaborate with each other to establish and operate the RIF.
- E The Councils acknowledge that the arrangements described in this Memorandum will require development over time, to reflect both changing circumstances and the further detail the parties will need to agree in due course in respect of operation and governance of the RIF. Any such development will be subject to agreement of all the Councils.

## 1. DEFINITIONS

In this Memorandum, the following terms shall have the meanings given below:

“Agreed Proportions”	has the meaning given in paragraph 5.2
“CIL”	means a community infrastructure levy or similar
“District Councils”	means, together, East Hertfordshire District Council, Epping Forest District Council and Harlow District Council (and “District Council” means each of them)
“Garden Town Board”	means the board established by the Councils, and including a representative from each Council, to promote and facilitate cooperative working to oversee delivery of the Garden Town
“Garden Town Development”	means a development or proposed development within the area of the Garden Town for which a planning application is (or has been) submitted
“Grant Determination Agreement”	means the agreement dated 31 March 2021 and entered into between HCC and Homes England relating to provision of the HIG Funding
“HCC”	means Hertfordshire County Council
“HIG Bid”	means the bid for the HIG Funding, as referred to in paragraph B of the Introduction to this Memorandum
“HIG Funding”	means the funding made available or to be made available to HCC by Homes England under the Grant Determination Agreement secured by the Councils from the Housing Investment Grant towards the Initial Projects, which as at the date of this Memorandum is expected to be in the region of £171 million

“Infrastructure Delivery Plan”	means the infrastructure delivery plan developed jointly by the Councils in relation to Garden Town infrastructure, as updated from time to time
“Initial Projects”	has the meaning given in paragraph 4.1
“Section 106 Obligations”	means planning obligations imposed by a Council under section 106 of the Town and Country Planning Act 1990
“STC”	means the Sustainable Transport Corridor network intended to be created at the Garden Town

## **2. ESTABLISHMENT OF THE ROLLING INFRASTRUCTURE FUND**

- 2.1 Each Council agrees to the establishment of the RIF.
- 2.2 Each Council agrees that the RIF will be built from payments secured by the Councils from developers of Garden Town Developments in contribution to the cost of the STC and other Garden Town infrastructure, in accordance with this Memorandum. The first such payments will arise in respect of the Initial Projects, which will be unlocked by the HIG Funding.
- 2.3 For practical reasons, the RIF will not initially be held by a single entity. Each Council that receives relevant payments from developers will hold those sums as a separately-identifiable interest-bearing fund. The aggregate of all such funds will constitute the RIF.
- 2.4 The Councils acknowledge that they will seek, over time, to put governance arrangements in place that will allow these disparate funds to be brought together and held and managed by a single entity for the benefit of and on behalf of the Councils. Development of such arrangements will form part of the ongoing review of the RIF to which paragraph 9 refers. This Memorandum does not commit any Council to this arrangement which shall be subject to a separate decision.

## **3. ROLLING INFRASTRUCTURE FUND GOVERNANCE**

- 3.1 If any decision is required in relation to the RIF (in particular in relation to expenditure from the RIF) which impacts a Council, such Council shall follow its own decision making process to determine the decision to be taken. The Garden Town Board may make a non-binding recommendation to such Council(s). Such Council(s) shall consult with the remaining parties to this Memorandum prior to taking such decision to the extent that such decision impacts on the recovery of the HIG Funding.
- 3.2 Any amendment to the terms of this Memorandum will require the unanimous approval of all five Councils.
- 3.3 Any decisions taken in respect of the RIF shall take due account of any relevant provisions of the Grant Determination Agreement and the Delivery Agreements.



#### 4. INITIAL PROJECTS – FORWARD FUNDING

4.1 In accordance with the Grant Determination Agreement and subsequent discussions, the HIG Funding will be used to fund delivery of the following projects:

4.1.1 the expansion of Central Crossing (5th Avenue) to extend the STC between the Gilston Area and Harlow Town Railway Station and Burnt Mill Roundabout;

4.1.2 the Eastern Stort River Crossing, comprising:

(a) realignment of the Eastwick Road and new junction allowing access to Terlings Park and Pye Corner;

(b) Pye Corner bypass including junction between north-south section and east-west section;

(c) remainder of Eastern Crossing including River Way Bridge;

(Note: It is proposed that funding is provided for the Eastern Stort Crossing both directly and indirectly, through being made available to the relevant developer to fund on-site works within the Gilston Area thereby allowing the developer to prioritise development cash flow for the completion of delivery of the Crossing works. This has been agreed due to the time constraints of the HIG funding availability)

4.1.3 the extension of the STC from Burnt Mill Roundabout through to the Town Centre; and

4.1.4 the new Cambridge Road/River Way junction,

(together, the “Initial Projects”).

4.2 The Councils acknowledge that HCC has entered into the Grant Determination Agreement with Homes England and that HCC is the contracting body in respect of the HIG Funding.

4.3 The Councils further acknowledge that, in order to secure delivery of the Initial Projects, HCC has entered into delivery agreements with:

4.3.1 Places for People, pursuant to which Places for People will be obliged to deliver the projects referred to in paragraphs **Error! Reference source not found.** and **Error! Reference source not found.**; and

4.3.2 Essex County Council, pursuant to which Essex County Council will be obliged to deliver the projects referred to in paragraphs **Error! Reference source not found.** and **Error! Reference source not found.**,

(each a “Delivery Agreement”).



- 4.4 HCC hereby confirms its intention to draw down the HIG Funding in accordance with the Grant Determination Agreement, to pay such funding to the relevant counterparty in accordance with each Delivery Agreement, and to enforce its rights under each Delivery Agreement to secure delivery of the relevant infrastructure.
- 4.5 In the event of any conflict between this Memorandum and either the Grant Determination Agreement or any of the Delivery Agreements, the Grant Determination Agreement or Delivery Agreement (as relevant) shall take precedence.

## 5. INITIAL PROJECTS – RECOVERY OF CONTRIBUTIONS

- 5.1 The Councils acknowledge that it is their collective intention:

- 5.1.1 to seek to recover 100% of the HIG Funding, for inclusion in the RIF;
- 5.1.2 that such amounts will be recovered from developers promoting relevant Garden Town Developments, pursuant to section 106 of the Town and Country Planning Act 1990; and
- 5.1.3 that such amounts will be recovered from developers in the Agreed Proportions.

- 5.2 The “**Agreed Proportions**” are (as applicable):

- 5.2.1 those set out in the Infrastructure Delivery Plan or other associated evidence (as updated from time to time);
- 5.2.2 those set out in any “Developer Contribution Guidance” or related policy applicable to the Garden Town that is developed and agreed by the Councils; or
- 5.2.3 (if relevant) the proportions required by the relevant District Council’s planning policy.

- 5.3 In respect of Section 106 Obligations (whether by way of bilateral agreement or unilateral undertaking) relating to a planning application for a relevant Garden Town Development, each District Council will:

- 5.3.1 use its reasonable endeavours to ensure that the Section 106 Obligations require the relevant developer to make financial contributions towards the cost of the Initial Projects in the Agreed Proportions (either directly or by reference to a separate agreement under which the developer is obliged to repay the applicable portion of the Initial HIG Funding over time);
- 5.3.2 use its reasonable endeavours to enforce the terms of such Section 106 Obligations in order to recover monies due from the developer in respect of the Initial Projects; and

- 5.3.3 retain the contributions received from developers pursuant to Section 106 Obligations (or related agreements) which form part of the RIF as separately-identifiable funds.
- 5.4 Each District Council agrees to work with the other Councils and the Garden Town legal advisers to develop standard clauses for use within section 106 agreements and undertakings in respect of the payment of contributions. To the extent such clauses are developed and agreed, each District Council agrees to use reasonable endeavours to ensure the clauses are included in relevant section 106 agreements /undertakings.
- 5.5 If a District Council, in negotiating Section 106 Obligations, considers that it would be appropriate to agree with a developer an amount lower than the Agreed Proportions (such that there would be a shortfall in payments back to the RIF), that Council shall consult with the other partner Councils and have due regard to their representations before coming to a decision. The Councils acknowledge that this should be avoided wherever possible and that the recovery of contributions for the RIF should be treated in accordance with the importance set out in the Infrastructure Delivery Plan.
- 5.6 The Councils recognise that adoption by a District Council of a CIL could affect the value of contributions sought from development and the process for agreeing how collected CIL monies are allocated and spent for the funding of infrastructure and other projects. Any Council that considers the adoption of a CIL will consult with the other partner Councils and have due regard to their representations before coming to a decision regarding the adoption of a CIL charging schedule and how collected CIL monies are allocated to the Initial Projects and subsequent projects.
- 5.7 If the existing Planning Bill introduces new Infrastructure Levy arrangements, the District Councils will work cooperatively with the other Councils to put measures in place which ensure that contributions continue to be made to the RIF in line with the principles set out in this Memorandum.
- 5.8 Without prejudice to the preceding provisions of this paragraph 5, in the event of any conflict between this Memorandum and any agreement entered into by a Council pursuant to section 106 of the Town and Country Planning Act 1990, the section 106 agreement shall take precedence.

## **6. SUBSEQUENT PROJECTS**

- 6.1 The Councils acknowledge that, at the present time, the following projects (listed in no particular order of timing or priority) have been identified in the HIG Bid as priorities for future RIF funding as set out in Schedule 1:
- 6.1.1 replacement of Central Crossing Rail Bridge (excluding such works included within the widening and subject to outcome of structural assessment indicating it as necessary and according to the timescale of that necessity);

- 6.1.2 Eastern STC between Town Centre, Enterprise Zone and East Harlow Garden Community;
- 6.1.3 Western STC between Town Centre, National Institute for Health Protection/Pinnacles and Water Lane Garden Community;
- 6.1.4 Southern STC between Town Centre and Latton Priory Garden Community; and
- 6.1.5 to the extent not covered by paragraphs 6.1.2 to 6.1.4, the Town Centre STC and any associated interchange and hub.
- 6.2 The Councils acknowledge that the STC network, where located outside of the allocated new garden community sites, is treated in the Infrastructure Delivery Plan as a single item of infrastructure (as represented by the schemes referred to in paragraph 4.1.3 and parts of those referred to in paragraphs 6.1.2 – 6.1.5). The total cost of this off-site STC infrastructure will exceed the total of the contribution provided by HIG for the STC and the amount recovered into the RIF. The Councils each agree to cooperate in an effort to close this funding gap including using reasonable endeavours to secure developer contributions for this purpose (including by way of section 106 or Community Infrastructure Levy contribution from Garden Town Developments both referred to and those not referred to in the Infrastructure Delivery Plan). The Councils agree that such Developer Contributions will be allocated to the RIF and will seek to act in accordance with paragraphs 5.3.2 and 5.3.3 in respect of the same.
- 6.3 The Councils agree to use reasonable endeavours to secure additional grant or revenue funding for the delivery of the STC network and, where appropriate, to allocate such funding to the RIF, subject always to any terms and conditions attaching to such funding.
- 6.4 The Councils commit to work together to develop an investment strategy to guide future decisions about which projects should benefit from RIF funding beyond the Initial Projects including but not necessarily exclusive to those set out in paragraphs 6.1.1 to 6.1.5. The Councils acknowledge that the projects funded by the RIF may vary from those listed in paragraphs 6.1.1 to 6.1.5.
- 6.5 The Garden Town Board will be responsible for recommending to the Councils infrastructure schemes for funding from the RIF in future. In making any recommendation the Garden Town Board will principally seek to use the RIF for measures to achieve the active and sustainable mode share targets of the Garden Town and to unlock the provision of further new homes, and will have regard to the Infrastructure Delivery Plan (as updated from time to time) and other associated evidence, the investment strategy agreed by the Councils and the amounts available in the RIF.
- 6.6 Unless otherwise agreed by all the partner Councils in any particular case, RIF funding will only be allocated to projects if arrangements are put in place for the recovery of the funding from developer contributions (or other sources) over time, in line with the principles in paragraph 5, with the aim of ensuring that the RIF is continually replenished.

- 6.7 Any proposal for expenditure from the RIF beyond the Initial Projects will require the unanimous approval of all partner Councils (unless otherwise agreed by the Councils).

## 7. FUND HOLDERS' OBLIGATIONS

- 7.1 As noted in paragraph 2.3, initially the RIF will not be held by a single entity. Each Council that receives relevant payments from developers will hold those sums as a separately-identifiable fund. The aggregate of all such funds will constitute the RIF.
- 7.2 Specifically:
- 7.2.1 in respect of the infrastructure referred to in paragraphs 4.1.1 and 4.1.2, HCC will receive and hold the payments made by the Gilston Area Villages 1-6 landowners (Places for People and/or any successors) pursuant to HIG recovery payments secured through s.106 obligations assumed by those parties associated with relevant planning consents;
  - 7.2.2 each of the District Councils and/or County Councils may receive and hold payments made in respect of section 106 obligations (or, if relevant, the Community Infrastructure Levy) in relation to the infrastructure referred to in paragraphs **Error! Reference source not found.** and 4.1.2 and the STC network, which includes the infrastructure referred to in paragraphs 4.1.3 and **Error! Reference source not found.**, and that referred to in paragraphs 6.1.2 to 6.1.5; and
  - 7.2.3 any of the Councils may receive and hold payments made in respect of section 106 obligations (or, if relevant, the Community Infrastructure Levy) in relation to subsequent infrastructure projects funded by the RIF.
- 7.3 Each Council that receives payments from developers in relation to the Initial Projects or any subsequent projects funded by the RIF will:
- 7.3.1 retain such payments as a separately-identifiable interest-bearing fund, acknowledging that relevant funds form part of the RIF and can be used only in accordance with this Memorandum and the purpose for which they were provided;
  - 7.3.2 provide to the other Councils full transparency of all such amounts received, and all amounts held as part of the RIF at any particular time; and
  - 7.3.3 not permit any RIF monies to be expended other than in accordance with this Memorandum and the purpose for which they were provided (and if money is paid out in breach of this commitment, the relevant Council shall replenish the RIF as soon as practicable upon becoming aware of the same).

- 7.4 Any interest earned in relation to RIF monies held by any Council shall itself be considered part of the RIF and each Council shall add any such interest to the RIF monies it is holding from time to time.
- 7.5 As Contracting Authority, HCC will seek to ensure that all costs to administer the HIG programme will be met within the £171m funding envelope. In the event that HCC incurs reasonable and evidenced costs and expenses in respect of its role as contracting body to the HIG Funding beyond the contracted completion date of 31 March 2025, HCC will in the first instance seek additional funding for administrative costs required to maintain a scaled down functional service until the Infrastructure Works as set out in Part 1 Schedule 1 of the Grant Determination Agreement have been completed. If such costs and expenses cannot be recovered via the Grant Determination Agreement (and/or the connected back-to-back agreements) HCC shall be entitled to retain an appropriate portion of any monies it receives from developers in accordance with this paragraph 7 as reimbursement for the costs and expenses it incurs as contracting body to the HIG Funding. Following an assessment of the current administrative requirements, it is anticipated that as the Works referred to above relate specifically to activities after the funded programme which ceases on 31 March 2025, they will be evaluated over a financial year and be no greater than £80,000 per annum. All requests will be fair and reasonable and supported with appropriate evidence.
- 7.6 HCC shall produce all evidence as is reasonably required by the other Councils to demonstrate the quantum and appropriateness of such retention as detailed in clause 7.5. HCC shall provide the evidence at the request of the other Councils but provided that HCC shall not be obliged to provide such evidence more than twice in any calendar year. Any evidence supplied by HCC shall be presented in accordance with generally accepted accounting standards and practice
- 7.7 Notwithstanding any other provision of this Memorandum, HCC will not be entitled to recover costs or make a claim to recover its costs from the RIF to the extent that it has already recovered them pursuant to any other sources, agreements (including but not limited to Homes England and/or the GDA) or has received or is able to apply for funding in relation to them. HCC will recover its costs from Homes England or alternative sources before seeking to recover them from the RIF; it is acknowledged and agreed that alternative sources do not include HCC's own funding.
- 7.8 In the event that any of the Councils objects to the quantum of the retention made pursuant to paragraph 7.5, such dispute shall be resolved in accordance with paragraph 12.

## **8. DURATION**

- 8.1 This Memorandum shall remain in place until such time as:
- 8.1.1 the Councils agree that it should be superseded by an alternative agreement or arrangement which sets out the manner in which the RIF will be operated by the Councils; or

8.1.2 this Memorandum is terminated pursuant to paragraph 8.2.

- 8.2 This Memorandum may be terminated only by unanimous agreement of all five Councils. Any such agreement must specify how funds remaining in the RIF at the relevant time are to be allocated between the Councils. Such funds must be spent in accordance with the Grant Determination Agreement and section 106 of the Town and Country Planning Act 1990 on infrastructure to unlock housing developments.

## **9. REVIEW AND DEVELOPMENT OF THE RIF**

- 9.1 The Councils will request the Garden Town Board to review the terms of this Memorandum and the operation of the RIF on a six-monthly basis (or at such other frequency as the Councils may agree), and to report its findings and any recommendations to the Councils.
- 9.2 The Councils acknowledge that there is potential to develop the manner in which the RIF is governed and operated in order to improve its effectiveness as a vehicle to enable the forward funding of infrastructure delivery in the Garden Town. The Councils will work together in good faith to explore ways in which this might be achieved, including consideration of the ability to forward fund infrastructure in reliance on future developer contributions.

## **10. NO FETTER**

Nothing in this Memorandum shall fetter the discretion of any Council in the exercise of any of its statutory rights, powers, duties, discretions or functions, including in particular its role as local planning, highway or education authority.

## **11. STATUS**

- 11.1 This Memorandum is not intended to be legally binding and no legal obligations or legal rights shall arise between the Councils as a result of this Memorandum. Each Council enters into this Memorandum intending to honour all of its commitments but shall not be bound by them.
- 11.2 No legal partnership is created or intended to be created by the terms of this Memorandum.

## **12. DISPUTE RESOLUTION**

- 12.1 Any dispute arising in relation to the quantum of the retention made pursuant to clause 7.5 ("Dispute") shall be resolved in accordance with this paragraph 12.
- 12.2 If a Dispute cannot be resolved by the Councils within 10 working days of the dispute arising, any Council can, by written notice to the other Councils, require the Dispute to be escalated. In such circumstances the Dispute will be referred to the respective Chief Executives of the Councils who shall consult in good faith in an attempt to come to an agreement in relation to the disputed matter.
- 12.3 If the Dispute is not resolved by consultation under paragraph 12.2 within 10 working days of the Dispute being escalated, any Council may invite the others



to attempt to resolve the dispute through mediation. The other Councils shall act reasonably in deciding whether or not to accept such invitation. A mediator will be selected by agreement of the Councils.

12.4 If:

12.4.1 the consultation required by paragraph 12.2 has taken place and the dispute remains unresolved;

12.4.2 the Councils are unable to reach agreement to proceed with mediation;  
or

12.4.3 following such mediation the dispute remains unresolved,

any Council may refer the matter for expert determination.

12.5 An expert ("Expert") is a person appointed in accordance with paragraph 12.6 to resolve a dispute arising in relation to the quantum of the retention made pursuant to paragraph 7.5.

12.6 The Councils shall agree on the appointment of an independent Expert and shall agree with the Expert the terms of their appointment.

12.7 If the Councils are unable to agree on the identity of the Expert or the terms of their appointment within seven days of a Council serving details of a suggested expert on the others, any Council shall be entitled to request the President of the Chartered Institute of Arbitrators to appoint an Expert with experience in determining the quantum of costs.

12.8 The Councils are entitled to make submissions to the Expert and will provide (or procure that the other Councils provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.

12.9 The Expert shall act as an expert and not as an arbitrator. The Expert shall provide to all the Councils his written decision on the dispute, within 28 days of appointment (or such other period as the Councils may agree). The Expert's written decision on the matters referred to them shall be final and binding on the Councils in the absence of manifest error or fraud

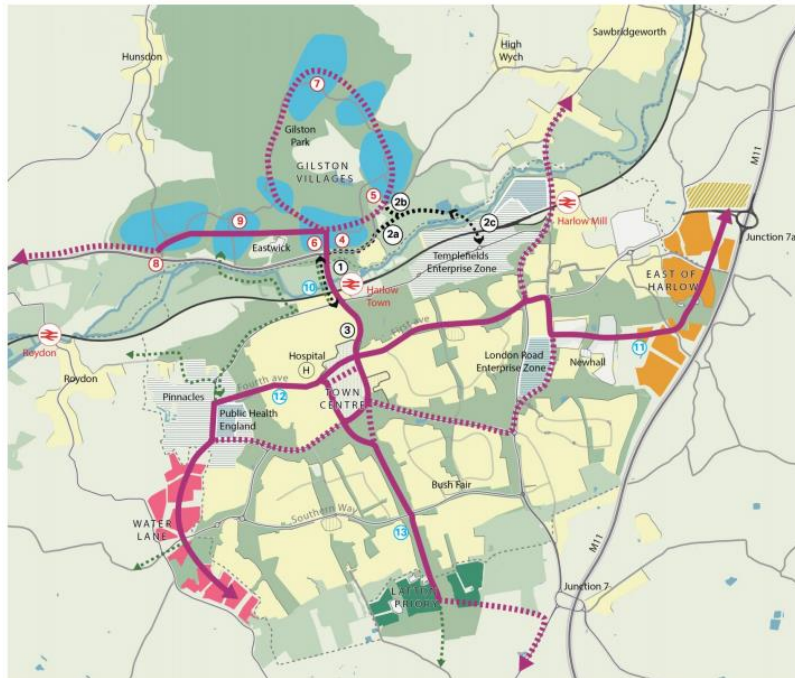
12.10 Each Council shall bear its own costs relating to the reference of the Dispute to the Expert. The Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the Councils equally or in such other proportions as the Expert shall direct.

12.11 The Councils shall continue to comply with, observe and perform all their obligations hereunder regardless of the nature of the Dispute and notwithstanding the referral of the Dispute under this paragraph 12 and shall give effect forthwith to every decision of the Expert.





## SCHEDULE 1 – Extract from HIG Bid - Plan indicating the infrastructure to be funded by the HIG, Developer and the RIF



1. Expansion of Central Crossing to extend Sustainable Transport Corridor (STC) between Gilston Area and Railway Station and Burnt Mill Roundabout.
2. Eastern Stort River Crossing (comprising Items 2a, 2b and 2c below)
  - 2a. Realignment of the Eastwick Road and new junction allowing access to Terlings Park and Pye Corner.
  - 2b. Pye Corner bypass including junction between north-south section and east-west section
  - 2c. Remainder of Eastern Crossing including River Way Bridge
3. Extension of STC from Burnt Mill Roundabout through the Town Centre.
4. Enhanced sustainable transport hub in Village 1.
5. Access to Gilston Area Village 2.
6. Access to Gilston Area Village 1 (north of Eastwick junction) and creation of STC link within Village 1.
7. Gilston Area STC "inner loop" connection to Villages 3, 4, 5
8. Access to Village 7.
9. Gilston Area STC "inner connection" opening up sustainable access and highway between Village 7 and Village 1.
10. Replacement of Central Crossing Rail Bridge.
11. Eastern STC between Town Centre, Enterprise Zones and Harlow East Garden Community.
12. Western STC between Town Centre, PHE/Pinnacles and Water Lane Garden Community.
13. Southern STC between Town Centre and Lattin Priory Garden Community.

- Funded by the HIF
- Funded by the Developers
- Funded by rolling infrastructure fund

## **SCHEDULE 10**

### **JOINT COMMITTEE TERMS OF REFERENCE**

#### **1. The Partner Authorities:**

- (1) East Hertfordshire District Council (“**EHDC**”)
- (2) Epping Forest District Council (“**EFDC**”)
- (3) Harlow District Council (“**HDC**”)
- (4) Essex County Council (“**ECC**”)
- (5) Hertfordshire County Council (“**HCC**”)

#### **2. Status:**

- 2.1. The Partner Authorities are local authorities for the purposes of the Local Government Act 1972 and best value authorities for the purposes of the Local Government Act 1999.
- 2.2. Under section 102 (1) (b) of the Local Government Act 1972 and Regulations 10 and 11 of The Local Authorities (Arrangements for the Discharge of Functions) England Regulations 2012, local authorities may arrange for the discharge of their functions by a Joint Committee comprising members of their authorities.
- 2.3. All of the Partner Authorities have introduced Executive Arrangements under section 9EA of the Local Government Act 2000.
- 2.4. The Executives of each of the Partner Authorities have agreed to establish a Joint Committee for the purposes of section 101 of the Local Government Act 1972 to be known as the Joint Committee for the Harlow and Gilston Garden Town (the “Joint Committee”).
- 2.5. The Partner Authorities have agreed to form a Joint Committee to co-ordinate and facilitate the delivery of 16,000 homes in the HGGT by 2033, and 7,000 homes in the years after that along with associated infrastructure.
- 2.6. The Joint Committee and its proceedings are bound by the provisions of Schedule 12 of the Local Government Act 1972 but shall be expected to operate in accordance with the local arrangements set out in these Terms of Reference.
- 2.7. The only functions exercisable by the Joint Committee are those set out in Appendix 3 to these Terms of Reference.
- 2.8. The Accountable Body will act as the ‘accountable body’ for the Joint Committee and any sub-committee. The Accountable Body will provide secretariat support and accountable body services to the Joint Committee and any sub-committee as set out in an Inter-Authority Agreement dated on or about the date of this Agreement.

### 3. Definitions

**Functions** means the functions exercised by the Joint Committee as set out in Appendix 3 to these Terms of Reference.

**Independent Facilitator** means a member of the HGGT Delivery team employed or contracted for the purposes of supporting the Chair and facilitating meetings of the Joint Committee.

**Inter-Authority Agreement** means this Agreement to which these Terms of Reference are a schedule to that sets out the services which the Accountable Body will deliver to the Joint Committee and the respective role and responsibilities of the Partner Authorities in respect of associated matters related to the application and allocation of the Project Funding and Recoverable Cost Funding.

**Local Plans** means the adopted local plans prepared by a local planning authority in consultation with its community and which form part of the statutory development plan.

**Reserved Decisions** has the meaning given to it in paragraph 4.6.

### 4. Joint Committee

4.1. This Agreement sets out how the Joint Committee shall operate in seeking to deliver the overarching purpose, the functions it holds, and how decisions are made and procedures are followed to ensure that the Joint Committee operates efficiently, effectively and is both transparent and accountable.

4.2. The remit of the Joint Committee is to jointly discharge the functions (“Functions”) set out in Appendix 3 to these Terms of Reference in relation to the HGGT, the exercise of which have been delegated to the Joint Committee by the Partner Authorities subject to the limitation set out in paragraph 4.6.

4.3. The purpose of the Joint Committee is to provide the unified leadership required to deliver the ambitious spatial growth proposals set out in the Local Plans of HDC, EHDC and EFDC, supported by ECC and HCC to align and maximise the opportunities for new residents and the existing residents and communities in Harlow, Epping Forest and East Hertfordshire.

4.4. The Joint Committee will oversee the vision for the HGGT in order to maximise the opportunities for new residents in the HGGT and existing residents in the surrounding area recognising that, through a collaborative approach, the Partner Authorities will be best placed to deliver their vision for the HGGT promoting healthy and sustainable growth with ambitious net zero targets.

4.5. The primary aims of the Joint Committee will be to:

- 4.5.1. develop, approve and maintain a vision for the HGGT;
- 4.5.2. develop and maintain an overview of the delivery of the vision for the HGGT;
- 4.5.3. monitor and report to the Partner Authorities on progress against the master programme of delivery;

- 4.5.4. receive information on a quarterly basis regarding programme delivery;
  - 4.5.5. have an overall view on milestones and dependencies;
  - 4.5.6. maintain oversight of the strategic risks of delivery and develop mitigations as necessary;
  - 4.5.7. develop a strategy for the RIF including monitoring the spend of payments from the RIF; and
  - 4.5.8. receive updates and reports from the Partner Authorities in respect of (but not exclusively) the areas below which are deemed critical to the success of the HGGT:
    - Modal Shift, Transport Infrastructure and Sustainable Transport Corridors
    - RIF
    - Planning Policy, Infrastructure & Developer Contributions
    - Economy & Jobs
    - Town Centre Regeneration
    - Housing
    - Communication and Community Engagement
    - Green and Blue Infrastructure
    - Stewardship
    - Programme Management.
- 4.6. Decisions which a Partner Authority is required to make in accordance with its own constitution are “Reserved Decisions” and must be referred back to the Partner Authorities for decision within such timescales as the Joint Committee may by written resolution determine or, in the absence of the same, within twelve (12) weeks. The Partner Authorities acknowledge that:
- 4.6.1. any decisions which are inconsistent with any Partner Authority’s budget and/or policy frameworks (without limitation) are Reserved Decisions;
  - 4.6.2. any decisions that result in the delegation of the transport and highways powers vested in ECC and HCC as highways authorities are Reserved Decisions;
  - 4.6.3. agreement to the strategy for the RIF is a Reserved Decision; and
  - 4.6.4. agreement by a Partner Authority to the Partner Authority Contribution is a Reserved Decision.
- 4.7. Any decision of the Joint Committee in relation to a Reserved Decision will not take effect or be deemed to take effect at any time unless and until it has been approved and ratified by all the Partner Authorities.

## 5. Term

- 5.1. The Joint Committee shall come into effect from the date upon which the Inter-Authority Agreement is signed on behalf of all Partner Authorities.
- 5.2. The Partner Authorities intend for the Joint Committee to be in place until at least 2033.
- 5.3. Subject to paragraph 5.4 an individual Partner Authority must give notice of at least twelve (12) months (or such shorter period as the parties may agree) of its intention to leave the Joint Committee and exit the terms of the Inter-Authority Agreement.

- 5.4. In the event that the Chair exercises his or her casting vote in a way that an individual Partner Authority disagrees with then such Partner Authority shall have the right to leave the Joint Committee and exit the terms of the Inter-Authority Agreement within three (3) months of providing notice of the same to the Chair.

## **6. Review of these Terms of Reference**

- 6.1. The Joint Committee is required to undertake a review of these Terms of Reference:

- 6.1.1. at least every five (5) years;
- 6.1.2. whenever a Partner Authority gives notice of withdrawal under paragraph 5.3 or paragraph 5.4; or
- 6.1.3. at such times as a Partner Authority may request on reasonable notice.

## **7. Executive Officer Group**

- 7.1. The Executive Officer Group will be chaired by the HGGT Director (or, in exceptional circumstances, the HGGT Director's deputy).
- 7.2. The Executive Officer Group will consist of a senior officer representative from each Partner Authority (or, in exceptional circumstances, such senior officer's deputy).
- 7.3. The Executive Officer Group will prepare all papers going before the Joint Committee.
- 7.4. The Executive Officer Group will be delivery focussed providing coordination and enabling services to the Joint Committee.
- 7.5. The Executive Officer Group will provide annual reports on activity to the Joint Committee.

## **8. Membership**

- 8.1. The Joint Committee shall consist of one elected councillor appointed by each Partner Authority in accordance with that Partner Authority's constitution. To be eligible for membership of the Joint Committee, a councillor must either be: (i) a member of the Cabinet of his/her appointing authority; or (ii) a relevant Portfolio Holder within his/her appointing authority; or (iii) an appointed deputy to either the Leader or a member of the Cabinet with relevant portfolio of his/her appointing authority.
- 8.2. Each Partner Authority may appoint a substitute. The substitute may attend any meeting of the Joint Committee or any of its sub-committees and may vote in place of that Partner Authority's principal member if notice that the substitute will attend and vote is given to the Secretary of the Joint Committee by the Partner Authority concerned in advance of such meeting.

- 8.3. Where a substitution notice is in effect with respect to a particular member at a particular meeting, the substitute shall be a full member of the Joint Committee for the duration of the meeting in place of the principal member.
- 8.4. Each Partner Authority may remove its appointed member and appoint a different member by giving written notice to the Secretary to the Joint Committee.
- 8.5. Each appointed member shall be entitled to remain on the Joint Committee for so long as the appointing Partner Authority so wishes.
- 8.6. Any casual vacancies will be filled as soon as reasonably practicable by the Partner Authority from which such vacancy arises giving written notice to the Secretary to the Joint Committee.

## **9. Co-Opted Members**

- 9.1. The Joint Committee may co-opt any other person whom it thinks fit to be a non-voting member of the Joint Committee. The Joint Committee may from time to time make rules as to:
- 9.1.1. registration and declaration of interests by co-opted members; and
- 9.1.2. standards of behaviour required to be observed by co-opted members when acting as such.

## **10. Chair, Vice-Chair and Independent Facilitator**

- 10.1. The Chair of the Joint Committee will be appointed by the members of the Joint Committee at its first meeting. The Chair of the Joint Committee shall hold that office until another member is appointed. The appointment of the Chair shall take place annually by the Joint Committee, beginning with the first annual meeting with subsequent appointments falling not later than twelve (12) months after the first annual meeting of the Joint Committee in the relevant years.
- 10.2. The Vice-Chair of the Joint Committee will be appointed from time to time by the members of the Joint Committee. The Vice-Chair of the Joint Committee shall hold that office until another member is appointed. The appointment of the Vice-Chair shall take place annually, beginning with the first annual meeting.
- 10.3. The Vice-Chair shall preside in the absence of the Chair. If there is a quorum of members present but neither the Chair nor the Vice-Chair is present at a meeting of the Joint Committee, the other members of the Joint Committee shall choose one of the members of the Joint Committee to preside at the meeting.
- 10.4. An independent facilitator may be appointed by the Joint Committee and co-opted to the Board on a three (3) year term. The Independent Facilitator will not have voting rights. The Independent Facilitator will assist in the facilitation of meetings by reviewing the draft agenda, facilitating the meetings, monitoring progress of the outcomes of the Joint Committee and working closely with the members of the Joint Committee to ensure the outcomes of the Joint Committee are met.

## **11. Secretarial**



11.1. The Accountable Body shall nominate a person to undertake the role of the Secretary of the Joint Committee. The Joint Committee shall be provided with the following secretariat support:

11.1.1. putting together of the agendas for meetings;

11.1.2. gathering of reports from the report writers;

11.1.3. publishing of the agenda(s) with the reports through the ModGov portal of the Accountable Body;

11.1.4. notifying the Democratic Services Manager of the other Partner Authorities of the link to the Joint Committee papers;

11.1.5. attendance at four (4) Joint Committee board meetings per year in person;

11.1.6. providing constitutional advice and guidance to the Joint Committee at those meetings;

11.1.7. production of actions, decisions and minutes from the Joint Committee; and

11.1.8. publication of actions, decisions and minutes from the Joint Committee on the ModGov portal of the Accountable Body.

## **12. Sub-Committees and Working Groups**

12.1. The Joint Committee may appoint such sub-committees from among its membership as it thinks will help it to enable it to fulfil its remit. The Joint Committee may delegate its responsibilities to such sub-committees. Sub-Committees may co-opt non-voting members.

12.2. The Joint Committee may set up working groups to advise it on matters within its remit. Such working groups may be formed of members or officers of the constituent Partner Authority or any other third party as the Joint Committee sees fit. Such working groups are advisory only and the Joint Committee may not delegate its responsibilities to such working groups.

## **13. Code of Conduct**

13.1. Each member of the Joint Committee and any Sub-Committee shall comply with any relevant code of conduct of their Partner Authority when acting as a member of the Joint Committee.

## **14. Notice of Business**

14.1. The Chair may direct the Secretary to the Joint Committee to call a meeting and may require any item of business to be included in the summons.

14.2. Any four (4) members of the Joint Committee may by notice in writing require the Chair to call a meeting to consider a particular item of business and if the Chair fails to do so within 20 working days of receipt of the notice then those four (4) members

may direct the Secretary to the Joint Committee to call a meeting to consider that business.

## **15. Time and Place of Meetings**

- 15.1. All meetings of the Joint Committee will take place on a date and time that the Joint Committee shall determine. It is the expectation of the Partner Authorities that most meetings will be held in the evenings.
- 15.2. All meetings of the Joint Committee will take place at the offices of Harlow District Council unless otherwise agreed by the Joint Committee.
- 15.3. The Joint Committee may, if the law permits, arrange for attendance at meetings via video conferencing. Any such attendance shall be in accordance with the law and any other requirements imposed by the Joint Committee from time to time.
- 15.4. Any Section 151 Officer or Monitoring Officer is entitled to attend all parts of all meetings of the Joint Committee or of any sub-committee appointed by the Joint Committee.

## **16. Frequency of Meetings**

- 16.1. The Joint Committee will meet at least four (4) times per year including the annual meeting.

## **17. Notice of and Summons to Meetings**

- 17.1. The Secretary to the Joint Committee will give notice to the public of the time and place of any meeting in accordance with Part VA of the Local Government Act 1972. At least five (5) clear days before a meeting, the Secretary to the Joint Committee will send a summons by email and, if a member of the Joint Committee so requests, by post to every member at their last known address. The summons will give the date, time and place of each meeting and specify the business to be transacted, and will be accompanied by such reports as are available.

## **18. Quorum**

- 18.1. The quorum of a meeting will be the 5 members who are entitled to attend and vote.
- 18.2. If there is no quorum present at the start of the meeting, the meeting may not commence. If after one (1) hour from the time specified for the start of the meeting no quorum is present, then the meeting shall stand adjourned to another time and date determined by the Secretary to the Joint Committee.

## **19. Voting**

- 19.1. Each elected member shall have one vote.
- 19.2. Co-opted members and the Independent Facilitator will not have a vote.



- 19.3. Any matter will be decided by a simple majority of those members of the Partner Authorities represented in the room at the time the question is put. In the event of equality of votes the person presiding at the meeting will be entitled to a casting vote under sections 39(1) and 44 of Schedule 12 of the Local Government Act 1972.
- 19.4. The members will agree a way of working protocol with the aim of ensuring that decisions should only be put to the vote if such decision is likely to result in at least four votes in favour. In the event of any conflict between this paragraph and paragraph 19.3 above, paragraph 19.3 will take precedence.
- 19.5. The member appointed as a substitute shall have the same voting rights as the member for whom he or she is substituting. Where notice of substitution has been given for a particular meeting, the principal member may not vote unless the notice of substitution is withdrawn before the start of the meeting.
- 19.6. The Chair will take the vote by show of hands, or if there is no dissent, by the affirmation of the meeting.
- 19.7. The minutes of the meeting shall record how a member of the Committee voted on a particular question if, at the time that the vote is taken or immediately thereafter, that member asks the Secretary to the Joint Committee or his or her representative at the meeting to record his vote.

## **20. Minutes**

- 20.1. The Secretary to the Joint Committee shall arrange for written minutes to be taken at each meeting of the Joint Committee and shall present them to the Joint Committee at its next meeting for approval as a correct record. At the next meeting of the Joint Committee, the Chair shall move that the minutes of the previous meeting be signed as a correct record. If this is agreed, the Chair of the Joint Committee shall sign the minutes.
- 20.2. Draft minutes or a summary of the decisions taken at the meeting and a note of the actions arising shall be circulated to the Joint Committee and to each Partner Authority by email no later than seven (7) working days after the date of the meeting.
- 20.3. Minutes of the meeting shall be published by the Accountable Body to the extent required by Part VA of the Local Government Act 1972.

## **21. Access for Elected Members of the Partner Authorities**

- 21.1. Any elected member of the Partner Authorities who is not a member of the Joint Committee may speak at a meeting of the Joint Committee if the Chair of the Joint Committee invites him or her to do so but an elected member of the Partner Authorities who is not a member of the Joint Committee shall not be entitled to vote at a meeting of the Joint Committee.

## **22. Public Access**

- 22.1. Meetings of the Joint Committee shall be open for members of the public to attend unless the Joint Committee determines that it is necessary to exclude members of the public in accordance with Part VA of the Local Government Act 1972 or the Joint Committee determines that it is necessary to close the meeting to the public because of a disturbance.
- 22.2. Copies of the agenda for meetings of the Joint Committee and any reports for its meetings shall be open to inspection by members of the public at the offices of the Partner Authorities with the exception of any report which the Secretary to the Joint Committee determines relates to items which in his or her opinion are likely to be considered at a time when the meeting is not to be open to the public.
- 22.3. If a member of the public interrupts proceedings, the Chair will warn the person concerned. If that person continues to interrupt, the Chair will arrange for that person to be removed from the meeting room and will suspend the meeting until the member of the public has left or been removed.
- 22.4. If there is a general disturbance in any part of the meeting room open to the public, the Chair may call for that part to be cleared.

## **23. Communications**

The Joint Committee may agree a protocol for communications.

## **24. Overview and Scrutiny**

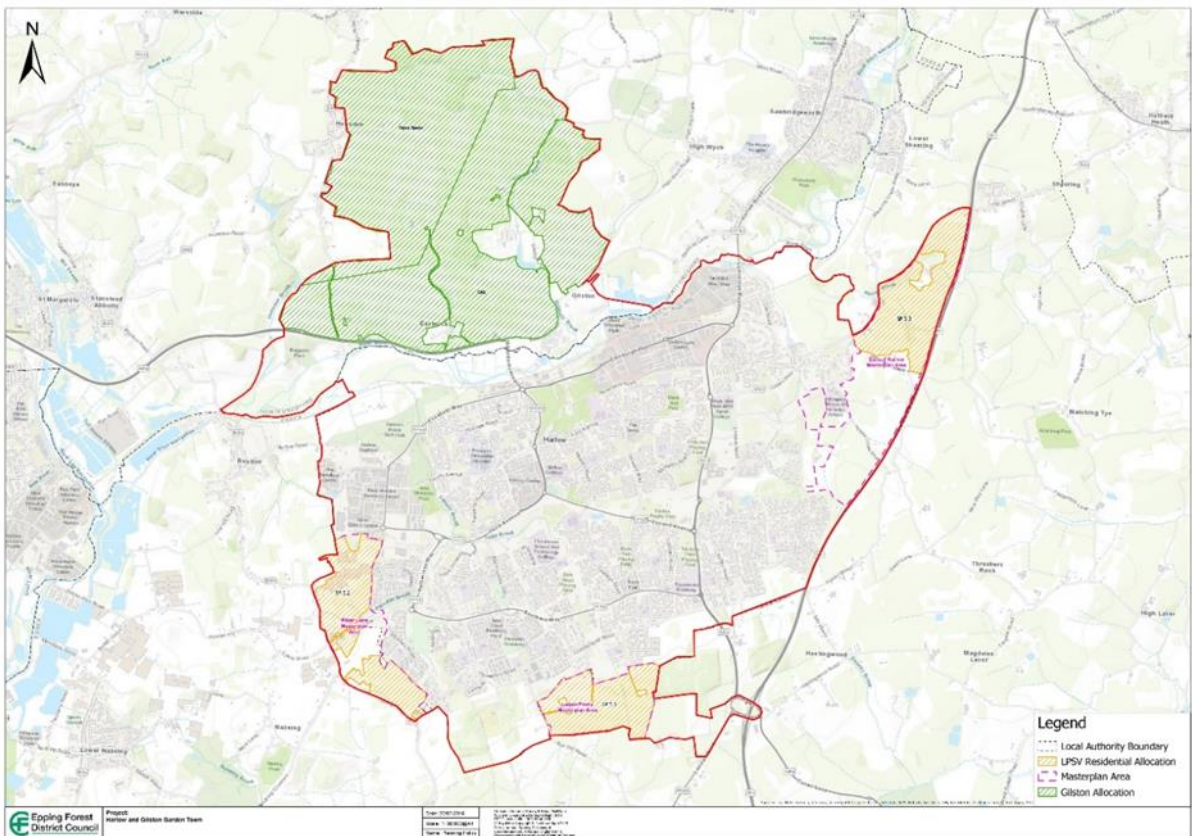
- 24.1. Each Partner Authority has overview and scrutiny committees which have the right to scrutinise the operation of the Joint Committee. The Joint Committee and the Accountable Body will co-operate with reasonable requests for information from any of the Partner Authorities' overview and scrutiny committees.
- 24.2. The Partner Authorities acknowledge that decisions of the Joint Committee shall be subject to call-in to comply with the Partner Authorities' legal duty to enable scrutiny of decisions.
- 24.3. The Partner Authorities agree that if an overview and scrutiny committee of any Partner Authority wishes to call-in a decision of the Joint Committee, it can do so subject to the normal procedures of that Partner Authority.
- 24.4. If any decision of the Joint Committee is subject to call-in by any Partner Authority:
- 24.4.1. the relevant Partner Authority shall notify the Secretary of the call-in as soon as reasonably possible;
  - 24.4.2. the Secretary shall notify all other Partner Authorities of the call-in as soon as reasonably possible; and
  - 24.4.3. the relevant Partner Authority shall notify the Secretary and each of the other Partner Authorities of the outcome of the call-in (and shall provide a copy of any report produced by the relevant overview and scrutiny committee to the Secretary and the other Partner Authorities) as soon as reasonably possible.

- 24.5. At the request of the HGGT Director, each Partner Authority and the Accountable Body shall ensure that appropriate officers attend any meeting of an overview and scrutiny committee which is considering matters falling within the remit of these Terms of Reference, regardless of which Partner Authority's overview and scrutiny committee has called-in the decision.
- 24.6. The Joint Committee will receive and consider any report or recommendations of any overview and scrutiny committee at a special meeting to be called as soon as reasonably possible after receipt of the same.
- 24.7. If the Joint Committee considers that a decision it has taken should be deemed urgent and in need of immediate implementation, the Joint Committee may recommend that each Partner Authority waive application of its call-in procedure in relation to that decision. Whether or not such a waiver is granted by a Partner Authority will be determined by the applicable rules of that Partner Authority.
- 24.8. The Joint Committee acknowledges that the Partner Authorities' audit teams and external auditors shall be entitled to access all relevant documents and records for conducting audits related to the operation of the Joint Committee.

## **25. Regulation of Business**

- 25.1. Any ruling given by the Chair as to the interpretation of these Terms of Reference with respect to the regulation of proceedings at a meeting shall be final.
- 25.2. Subject to the law, the provisions of these Terms of Reference and the Inter-Authority Agreement and the terms of any contract, the Joint Committee may decide how it discharges its business.

## Appendix 1 HGGT Area



## Appendix 2

Except to the extent that such adoption is a Reserved Decision, the Joint Committee will on behalf of all Partner Authorities adopt key strategies and policies relating to the Garden Town including but not exclusively:

1. HGGT Vision
2. Economic Growth Strategy
3. Transport Strategy
4. Housing Strategy
5. Stewardship Strategy
6. Parking Strategy
7. Green and Blue Infrastructure Strategy
8. Rolling Infrastructure Fund
9. Design Guide
10. Sustainability
11. IDP refresh (bi-annual)
12. Land Assembly Strategy
13. Master plans (input and or design) for endorsement

## Appendix 3 Functions of the Joint Committee

### General Principles

Each Partner Authority will transfer the functions listed below, whether they are currently exercised by the executive or cabinet, individual members of the executive or officers within the Partner Authorities. This will include the authority to make key decisions in respect of these functions.

The functions of the Board are set out below and fall into the following categories:

**“Approve / Approval”** meaning that the Joint Committee has delegated authority from the Partner Authorities to make a decision on the matter before the Joint Committee, such decision to bind the Partner Authorities without further recourse to the Partner Authorities individually except where such matter is a Reserved Decision.

**“Recommend / Recommendation”** meaning that the Joint Committee has the remit to scrutinise, comment and make representations in relation to the matter before the Joint Committee, such as recommendations to be made to any or all of the Partner Authorities. Each Partner Authority will make its own decision as to whether to adopt such recommendation.

**“Overview and Awareness”** meaning the Joint Committee has the remit to review and consider matters, and for relevant information to be supplied in order for the Joint Committee to inform an overall Master Programme for the HGGT, identify interdependencies and risks, and make recommendations to any or all of the Partner Authorities.

**“Consultation”** meaning the Partner Authorities are added to consultation lists where other proposals, policies or plans affect the HGGT Area and that the Joint Committee consults with other Partner Authorities on HGGT matters that may affect them. Where the Joint Committee is able to be consulted and submit representations to local strategies, it might be necessary for the Partner Authorities that has prepared that document to remove their name from the response.

In accordance with the above, the Joint Committee has delegated authority to exercise the following functions:

### **HGGT Vision and Area**

1. To approve the HGGT Vision and any changes to the HGGT Vision.
2. To make recommendations to the Partner Authorities to amend the HGGT Area, being the red line boundary as set out in Appendix 1 to these Terms of Reference and to have the ability to revise it as necessary as the HGGT project progresses.

### **Funding**

3. To recommend the level of Partner Authority Contribution requested from each Partner Authority as a member of the Joint Committee to support its work.



## Programme Management

4. To approve, develop and maintain the Master Programme for delivery of the HGGT which sets out the overarching programme plan of key activities required to deliver the HGGT Vision, in particular housing and infrastructure.
5. To identify interdependencies and risks to the Master Programme along with mitigating actions to make recommendations to Partner Authorities as appropriate.
6. To make recommendations to Partner Authorities to maintain progress against the Master Programme.
7. To approve, develop and maintain a Forward Plan for all key decisions. Key decisions are any decisions of the Joint Committee which;
  - a. result in total expenditure or savings of £200,000 revenue funding or £2,000,000 capital funding;
  - b. significantly affect residents of more than 1 ward of the partner authorities.
8. No key decision will be made unless 28 days' notice of the making of the decision has been published in the forward plan unless:
  - a. the proper officer considers that giving 28 days' notice is not possible, has given notification to the chairs of the relevant overview and scrutiny committee of each of the Partner Authorities and published a notice of the intention to make the decision 5 days prior to the decision being made; or
  - b. if it is impracticable to comply with (a) above the proper officer has obtained the agreement of all five (5) Chairs of the relevant overview and scrutiny committees or, in their absence the Mayor or Chairmen of the five Partner Authorities.

In either case the proper officer must publish a notice of the reasons for the decision being made without giving 28 days' notice in the forward plan

## Rolling Infrastructure Fund (RIF)

9. Not used.
10. To develop and approve a strategy for the establishment and management of the RIF (the "RIF Strategy") including identification of the accountable body, monitoring receipts, agreeing spend, exploring commercial and investment options, and a process to forward fund infrastructure through borrowing in advance of contributions.
11. To manage and oversee the expenditure and activity from the RIF.
12. Not used
13. To allocate RIF funding to the Partner Authorities and approve the terms of such funding.
14. To implement the RIF Strategy providing leadership across the HGGT Area.
15. To ensure appropriate public expenditure controls and governance is in place to manage and control the RIF.

## **Modal Shift, Transport Infrastructure and Sustainable Transport Corridors**

16. To develop, approve and update the transport strategy relating exclusively to the HGGT Area (the “Transport Strategy”).
17. To oversee the implementation of the Transport Strategy providing leadership across the HGGT Area.
18. To be consulted on relevant strategies and policies and initiatives of the Partner Authorities in relation to transport where it affects the HGGT Area.
19. To develop and recommend an operating model for public transport that can work across Partner Authorities administrative boundaries to provide a coherent system for customers and residents.
20. To make recommendations to any or all Partner Authorities concerning any transport matters exclusively or significantly impacting the HGGT including but not limited to strategies, plans, programmes, policies or projects.
21. To develop and maintain an overarching programme plan of key activities required to deliver modal shift, including the transport infrastructure identified for the HGGT Area such as the Sustainable Transport Corridors, and making recommendations to any or all of the Partner Authorities on strategic alignment and delivery progress.
22. For clarification, nothing in the Joint Committee’s remit is intended to nor will be interpreted as overriding or amounting to a delegation of the transport, highways or flood risk powers vested in ECC and HCC as local transport authorities, highway authorities or lead local flood authorities.

## **External Funding Applications**

23. To identify and recommend to any or all of the Partner Authorities that an application be made for external funding (including grant funding) where such funding could, in the opinion of the Joint Committee, be used to support the HGGT noting that such Partner Authorities will be obliged to comply with the terms associated with such funding and take its own decision as to whether to apply for and accept such funding.

## **Planning Policy, Infrastructure and Developer Contributions**

24. To develop, approve and maintain:
  - planning strategies, plans and programmes exclusively impacting the HGGT as set out in Appendix 2 (excluding masterplans which shall be endorsed by the Joint Committee)
  - design guides
  - sustainability guidance
  - infrastructure development plans including refresh
  - S106 planning obligations guidance
  - economic growth strategies
  - housing strategies
  - excluding:
    - development plan documents
    - Supplementary Planning Documents and Supplementary Plans



- Housing Strategies adopted by Local Housing Authorities

provided that the documents, guides, strategies and guidance listed in this paragraph 22 shall not override any other documents, guides, strategies and guidance issued by any of the Partner Authorities which shall remain material considerations for each Partner Authority when exercising its planning functions.

25. To make recommendations in respect of any spatial development plan being prepared by any Partner Authorities individually.

## **Economy and Jobs**

26. To develop and approve an economic growth strategy for the HGGT Area to create inclusive and sustainable economic growth for the HGGT that focuses on economic regeneration, renewal and growth and skills in Harlow and its hinterland (the “Economic Growth Strategy”).
27. To oversee the implementation the Economic Growth Strategy providing leadership across the HGGT Area, working in partnership with the wider functional economic area as necessary to achieve the aims.
28. To be consulted on relevant strategies and policies and initiatives of the Partner Authorities in relations to economic development where it affects the HGGT Area.

## **Harlow Town Centre Regeneration**

29. To be consulted on masterplans, design briefs, development briefs, funding bids and planning applications relating to major developments in Harlow Town Centre.
30. To make recommendations to HDC in relation to the above in connection with interdependencies with the HGGT Programme.
31. To receive regular reports and not less than twice a year on the progress of the regeneration of Harlow Town Centre and provide comment on this to HDC.

## **Housing**

32. To consider and make recommendations to the Local Housing Authorities on their respective Housing Strategies.
33. To identify ways in which the development of the HGGT strategic sites can contribute to the renewal of existing neighbourhoods in Harlow and satisfy the housing need of the whole HGGT Area.

## **Green & Blue Infrastructure**

34. To develop and approve a Green and Blue Infrastructure Strategy for the HGGT Area.
35. To implement the Green and Blue Strategy providing leadership across the HGGT Area.

36. To be consulted on relevant strategies and policies and initiatives of the Partner Authorities in relations to Green and Blue Infrastructure where it affects the HGGT Area.

### **Stewardship**

37. To develop and approve a stewardship strategy for the HGGT Area to create legacy arrangements for the management of infrastructure for those communities within the HGGT (the “Stewardship Strategy”).
38. To implement the Stewardship Strategy providing leadership across the HGGT Area.
39. To be consulted on relevant strategies and policies and initiatives of the Partner Authorities in relations to stewardship where it affects the HGGT Area.

### **Community Engagement & Communications**

40. To develop, approve and maintain a Communication and Engagement Strategy for the HGGT initiative.
41. To implement the communication and engagement strategy providing leadership across the HGGT Area.
42. To receive reports on Quality of Life indicators in Harlow and the new neighbourhoods on a regular basis.

### **HGGT Vision Assurance and Role of Independent Quality Review Panel**

43. To establish and approve a Quality Review Panel (“QRP”) to provide independent, objective, expert advice on master planning and planning applications for development proposals across the HGGT on the agreed terms of reference which can be found via the following link: [2022 Frame Harlow-and-Gilston-QRP ToR.pdf \(hggd.co.uk\)](#).
44. To oversee the effectiveness of the QRP.
45. To receive regular updates reports on the commissioning, remit, performance and outputs of the QRP.

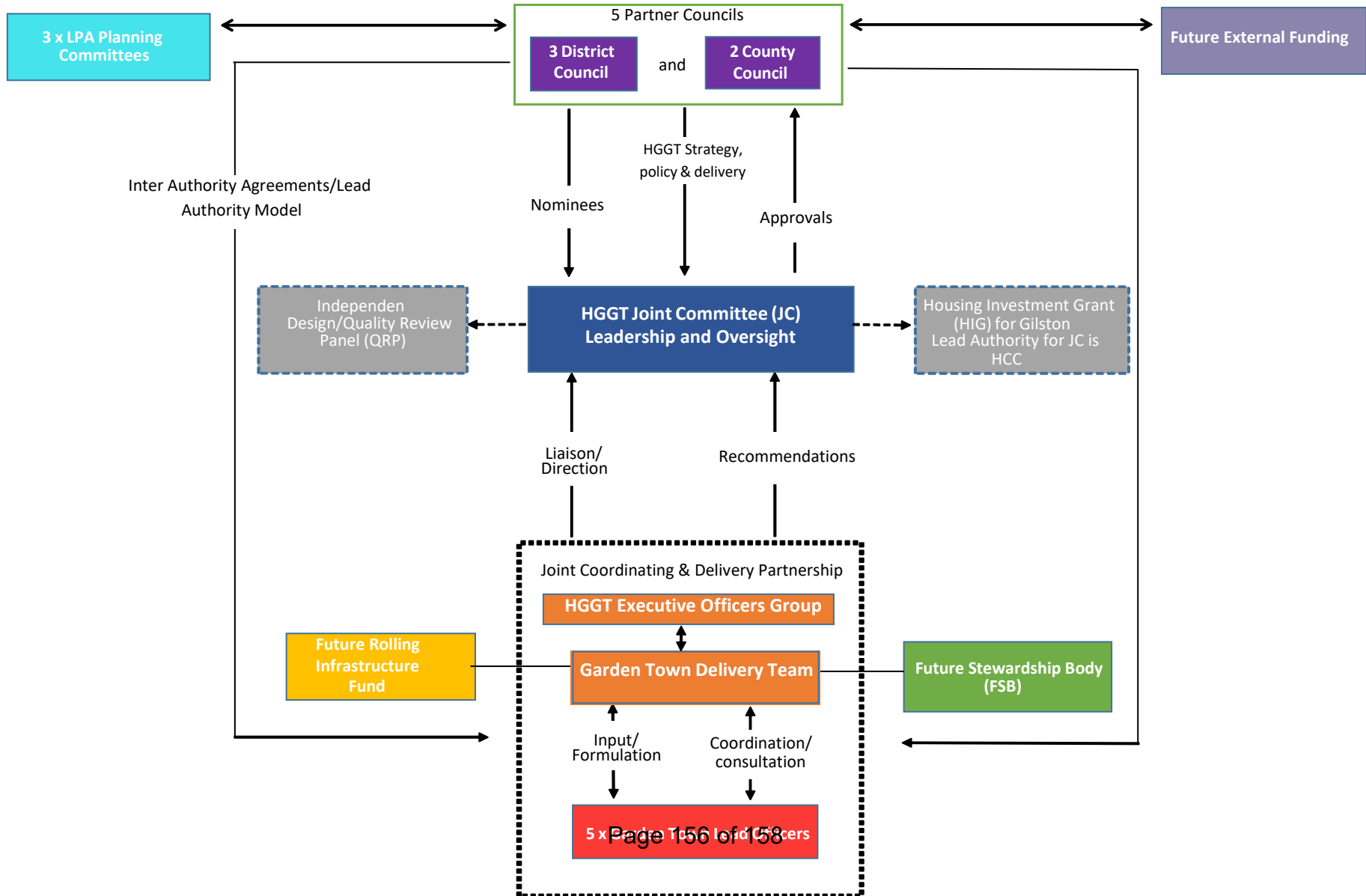
### **Oversight Process for Strategic Masterplans and Planning Applications in the HGGT**

46. To make recommendations to provide effective vision assurance and ensure the consistent application of the HGGT Vision, Garden Town Principles, and oversight of emerging masterplans for sites forming part of the HGGT during early formative stages.
47. The Joint Committee will:
- a. receive and consider regular update reports as to progress and / or completion of current strategic master-planning work;

- b. receive briefings on any masterplan for the HGGT prior to any decision by the relevant Local Planning Authority that the strategic master plan can be endorsed for consultation or approved;
- c. comment and make representations to the relevant Local Planning Authority in relation to any master plans;
- d. make recommendations in respect of planning applications for strategic sites within the HGGT. The Joint Committee will be consulted by the Local Planning Authority and will provide a response to ensure that the relevant Garden Town Principles, the HGGT Vision, and any other relevant guidance are considered by the Local Planning Authority.

## **SCHEDULE 11**

## GOVERNANCE STRUCTURE



<b>Report title:</b> Decisions taken by or in consultation with Cabinet Members	
<b>Report author:</b> Secretary to the Cabinet	
<b>Date:</b> 19 <sup>th</sup> December 2023	<b>For:</b> Information
<b>Enquiries to:</b> Emma Tombs, Democratic Services Manager, 03330 322709	
<b>County Divisions affected:</b> All Essex	

The following decisions have been taken by or in consultation with Cabinet Members since the last meeting of the Cabinet:

### **Cabinet Member for Health, Adult Social Care and ICS Integration**

**FP/302/11/23** Multiple and Complex Needs Service – Contract Award

### **The Chancellor of Essex**

**FP/285/11/23** Drawdown From Everyone's Essex Reserves - NHS/ECC Shared Apprentice Proposal

**FP/240/09/23** Procurement of Fuel Cards for Commercial Vehicles

**FP/303/11/23** Draw down of Funding from the Ambition Reserve to Support the Delivery of the Colchester City Centre Masterplan

### **Cabinet Member for Education Excellence, Life Long Learning and Employability**

**\*FP/246/09/23** Expansion of Great Bentley Primary School, from September 2024 Final Decision

**\*FP/288/11/23** Appointment and Re Appointment of School Governors by Essex LA - Schedule 444

**\*FP/289/11/23** Appointment and Re-Appointment of School Governors by Essex LA - Schedule 442

**\*FP/290/11/23** Appointment and Re-Appointment of School Governors by Essex LA - Schedule 443

### **Children's Services and Early Years**

**\*FP/216/08/23** Semi Independent Accommodation and Support - Reopening of the Framework

## **Cabinet Member for Highways Maintenance and Sustainable Transport**

<b>FP/291/11/23</b>	Extension to DigiGo service
<b>*FP/243/09/23</b>	Zero Emission Bus Regional Area (ZEBRA) Funding Bid for Electric Buses in Basildon
<b>*FP/174/06/23</b>	New charges for vehicle crossings near trees
<b>FP/301/11/23</b>	Proposed Implementation of a Zebra crossing on Little Wheatley Chase, Rayleigh in the District of Rochford

## **Planning a Growing Economy**

<b>FP/299/11/23</b>	Publication of the revised Essex County Council Developers' Guide to Infrastructure Contributions 2023 (to replace DGIC 2020)
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<b>Key Decisions</b>	<b>7</b>
<b>Urgent (exempt from call-in):</b>	<b>0</b>
<b>Urgent (exempt from Forward Plan)</b>	<b>0</b>