

Shared Offices Joint Committee 16 March 2012

Haverhill Council Offices: Operating Agreement

1. Background

1.1 On 20 January 2012 the West Suffolk House Joint Committee agreed that the management of the Haverhill Council Offices should be included in the Terms of Reference of the West Suffolk House Joint Committee (Minute 16 refers). Accordingly, the Terms of Reference were amended and approved.

1.2 One of the Terms of Reference requires the Committee to:-

"Annually review and approve the operating management agreements including joint facilities management arrangements, joint Information Communications Technology (ICT) agreements, service delivery and accessibility issues;

2. Haverhill Council Offices: Management Agreement

2.1 Attached as Appendix 1 is the proposed Operating Agreement, which will come into use when Phase 3 of the refurbishment works is completed. It is anticipated that staff from Suffolk County Council will have relocated from Camps Road offices by early June 2012.

2.2 The Operating Agreement has been modelled on the comprehensive document for West Suffolk House approved by the Joint Committee in 2009. For West Suffolk House, the Operating Agreement was prepared by external solicitors. Parts are not applicable, such as the operation of a café on site, but most of the document does apply to Haverhill Council Offices, including the supply of ICT and Facilities Management (FM) services, and it is therefore largely unchanged. Following approval by the Shared Offices Joint Committee, the specific wording will be finalised by the two Councils' in-house legal services.

2.3 The range of FM services provided by Ocean at Haverhill Council Offices is likely to require amendment to the existing contract. The range of services is likely to be extended from just cleaning, to include waste recycling, security, office support, and call out/standby service. It is proposed that officers be given delegated authority to amend the Operating Agreement in respect of the detail of these services.

2.4 The joint approach of co-locating County Council and Borough Council staff includes shared occupation of the building with four voluntary organisations. The Operating Agreement includes Principles of Occupation, and the majority of these principles will also apply to the voluntary organisations. An adapted version of the Principles of Occupation will form part of the individual leases to the organisations.

3. Recommendations

3.1 It is **RECOMMENDED** that:-

- (a) the Operating Agreement for Haverhill Council Offices, outlined in Appendix 1 to Report C396 be approved; and
- (b) officers be given delegated authority to amend the Operating Agreement in respect of the detail of the Facilities Management services, and any specific changes required as part of completing the final document.

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THIS AGREEMENT is made the day of October 2011

BETWEEN:

- (1) **ST EDMUNDSBURY BOROUGH COUNCIL** of West Suffolk House, Bury St Edmunds, Suffolk, IP33 13YU ("**ST EDMUNDSBURY COUNCIL**")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX ("**SUFFOLK COUNCIL**")

BACKGROUND

- (A) St Edmundsbury Council and Suffolk Council have together agreed to establish a Facility to be known as Haverhill Council Offices which will operate as a jointly provided accommodation facility suitable for the provision by the two Authorities of certain public services to and in the St Edmundsbury area and for administrative purposes of each of the Authorities.
- (B) In connection with the above recited agreement Suffolk Council has procured under its Framework Agreement the purpose of which was to replace alter refurbish and fit out the Facility and the financing of these and other associated costs of the Facility will be financed jointly.
- (C) The Authorities have also agreed that the management of the Facility is to be overseen by a statutory Joint Committee which has been established by the Authorities pursuant to an agreement dated 25 October 2007.
- (D) The Authorities are collaborating in the development of this public service venture with a view to the provision of high quality customer services meeting the needs of the Authorities' customers in West Suffolk.
- (E) In addition it is within the contemplation of the Authorities that other public sector and voluntary bodies may now or at a future date become occupants of the Facility at the discretion of the individual Authorities but on the terms contemplated by the Operating Agreement or under lease agreements.
- (F) In order to facilitate the process of taking up occupation of the Facility and to manage the ongoing use and occupation of the Facility the Authorities have agreed various supporting arrangements including a Business Plan, the FM Service Level Agreement, the ICT Service Level Agreement and Haverhill Council Offices Users Guide.
- (G) The Authorities acknowledge that the scope of this Agreement is limited to matters of an operational, facilities management and related financial nature and does not provide for the manner in which either of the Authorities' functions or duties are performed from the Facility.
- (H) The documents referred to in Recital F are documents agreed between the Authorities which shall facilitate the operation of this Agreement.

NOW IT IS HEREBY AGREED as follows:-

1. DEFINITIONS AND INTERPRETATIONS

Definitions

- 1.1 In this Agreement unless the context otherwise requires:

"Annual Maintenance Plan" means the document bearing this name

	produced by St Edmundsbury Council and referred to at Clause 5.100 of this Agreement;
"Authorities"	means together St Edmundsbury Council and Suffolk Council;
"Authority's Contribution"	means any amount which either Authority is obliged to contribute to meet costs associated with the operation of the Facility as provided for in the Business Plan;
"Authority Representative"	means a representative appointed by either of the Authorities pursuant to Clause 2 of this Agreement;
"Building Contractor"	means Seamans Construction;
"Building Manager"	means the person designated as the manager of West Suffolk House to exercise the functions referred to as the responsibility of the Building Manager in this Agreement;
"Business Days"	means a day other than a Saturday, Sunday or Bank Holiday on which banks are open for domestic business in the City of London and "Business Days" shall be construed accordingly;
"Business Plan"	has the meaning provided for in the Joint Committee Constitutional Agreement;
"CSD"	means Customer Service Direct Limited being an incorporated joint venture registered as a company in England and Wales under registered number 05111581 between Suffolk Council, Mid Suffolk District Council and BT;
"Deed Regulating Interests"	means the deed entitled 'Deed Regulating Interests' dated 24 November 2011 and made between the Authorities;
"Default Interest Rate"	means 3% above the base rate from time to time of the Royal Bank of Scotland PLC;
"Effective Date"	means 1 June 2012;
"Facility"	means Haverhill Council Offices, as shown edged red on the drawing designated as the Facility Drawing set out at Annex 2 of this Agreement;
"FM Services"	means the facilities management services provided to the Facility by the FM Service Provider;
"FM Service Provider"	means Ocean Contract Cleaning;

"FM Service Level Agreement"	means the document bearing this title a copy of which is set out at Schedule 1 of this Agreement as the same may be amended from time to time by the decision of the Joint Committee in accordance with Clause 16.2 of this Agreement;
"Framework Agreement"	means Suffolk Council's arrangement for procuring services;
"Haverhill Council Offices Policies"	means the policies that are to have effect in connection with the operation of the Facility and which are listed in Schedule 4 of this Agreement but also including such policies as amended from time to time and such further policies as may be agreed between the Authorities from time to time and
"Haverhill Council Offices Users Guide"	means the guide to be prepared for reference by employees and others occupying the Facility and which is to bear this title;
"ICT Equipment"	means the ICT hardware (including without limitation audio visual hardware) and associated software provided by each Authority at the Facility;
"ICT Jointly Owned Assets"	means the ICT hardware (including without limitation audio visual hardware) and associated software either purchased for use by both of the Authorities in the Facility or otherwise installed in the Facility to facilitate the use of ICT in the Facility by the Authorities, including without limitation the network infrastructure in terms of cabling and data sockets;
"ICT Service Level Agreement"	means the document bearing this title a copy of which is set out at Schedule 2 of this Agreement as the same may be amended from time to time by decision of the Joint Committee;
"ICT Services"	means the ICT services to be delivered to the Facility by CSD and by each of the Authorities in accordance with Clause 11.2 of this Agreement;
"Joint Committee"	means the committee established pursuant to the terms and conditions of the Joint Committee Constitutional Agreement;
"Joint Committee Constitutional Agreement"	means the agreement bearing this title entered into between the Authorities on 25 October 2007;
"Operating Budget"	means the document bearing this title which forms part of the Business Plan as the same

	may be amended from time to time by decision of the Joint Committee;
"Operational Date"	means 1 June 2012 or such other date as the Authorities may agree in writing;
"Premises Support Services Manager"	means the person appointed by the FM Service Provider to perform the functions of that person as described in the FM Service Level Agreement;
"Related Party"	means in the case of each Authority that Authority's members, officers, employees, agents, advisors, contractors including in each case sub-contractors of any tier and in all such cases that person's directors, officers and employees;
"Termination Date"	means any date upon which this Agreement is terminated in accordance with its terms pursuant to Clause 17 of this Agreement;
"User Representatives"	means any User Representatives appointed pursuant to Clause 9.7 of this Agreement;
"Variation Procedure"	means the formal procedure to be adopted by the Authorities pursuant to Clause 16 of this Agreement for the purpose of varying any aspect of the Facility and its use at the request of either or both of the Authorities;
Voluntary Organisations	Are Citizens Advice Bureau, 3 Counties Transport, Volunteer Centre HAVO and for time to time varied at the discretion of St Edmundsbury Council

Interpretation

- 1.2 In this Agreement unless the context otherwise requires:-
- 1.2.1 headings and subheadings are for ease of reference only and shall not be taken into account in the interpretation or construction of this Agreement;
 - 1.2.2 all references to clauses, schedules and annexes are references to the clauses of and the schedules and annexes to this Agreement;
 - 1.2.3 the schedules and annexures to this Agreement form part of the Agreement;
 - 1.2.4 all references to agreement, document or other instruments include (subject to all relevant approvals) a reference to the agreement, document or other instrument as amended, supplemented, substituted, novated or assigned from time to time;
 - 1.2.5 all references to any statutory provision shall include references to any statute or statutory provisions which amends, extends, consolidates or

replaces the same or which have been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, codes of practice, instruments, all other subordinate legislation made under the relevant statutes or statutory provision,

- 1.2.6 words importing the singular include the plural and visa versa;
- 1.2.7 words importing gender include all genders;
- 1.2.8 "Persons" includes an individual, partnership, firm, trust, body corporate, government, governmental body, authority, agency or unincorporated body or persons of association;
- 1.2.9 the words "include" and "including" are to be construed without limitation;
- 1.2.10 a requirement not to unreasonably withhold consent includes a requirement not to unreasonably delay the giving or withholding of that consent;
- 1.2.11 a reference in this Agreement to the Authorities shall where the context admits be a reference to either of the parties to this Agreement in the singular and
- 1.2.12 where reference is made to a decision of the Joint Committee that reference shall be to a formal decision made by the Joint Committee or a duly authorised sub-committee of the Joint Committee it being expressly agreed by the Authorities that they shall be bound by and this Agreement shall accordingly be construed by reference to any decision so taken.

2. REPRESENTATIVE

- 2.1 Each Authority shall from time to time appoint a named representative to exercise the functions and powers of that Authority in relation to the performance of this Agreement.
- 2.2 The first Authority Representative for Suffolk Council shall be its Assistant Director, Corporate Property and the first Authority Representative for St Edmundsbury Council shall be its Chief Executive Officer.
- 2.3 The Authorities may each, by notice in writing, signed on behalf of that Authority amend the identity of its appointed representative by notice in writing to the other Authority.
- 2.4 The Authorities may restrict the powers available to their representatives to give any consent, notification, approval or agreement pursuant to this Agreement by notice in writing served upon the other Authority.
- 2.5 A new restriction notified by either Authority to the other Authority, shall only be a valid restriction from such time as the notice is deemed to be served upon the other Authority.

3. TERM OF THE AGREEMENT

- 3.1 This Agreement shall commence on the date hereof and shall continue in force until the Termination Date.
- 3.2 The Authorities enter into this Agreement with a view to providing for the benefit of both Authorities agreed arrangements (including collaboration in the provision of FM

Services and ICT Services) ensuring that the Facility shall operate and be maintained and supported by adequate financing of a revenue nature on a basis that satisfies the requirements of each of the Authorities throughout the period in which this Agreement subsists and with a view to providing appropriate procedures for the management of the Facility and other matters incidental thereto.

- 3.3 The Authorities agree that in consideration of the making available through the Joint Committee of the Facility each shall be liable to make payments of that Authority's Contribution upon the dates and the terms specified in Clause 8.2 of this Agreement.

4. PREPARATORY ACTIVITIES AND OCCUPATION DURING ALTERATION WORKS

- 4.1 The Authorities acknowledge that there are a range of activities required to be carried out preparatory to the alteration works commencing. St Edmundsbury Council shall use all reasonable endeavours and shall apply sufficient and appropriately experienced resources to facilitate the conduct of such activities.
- 4.2 St Edmundsbury Council will ensure that its employees and other occupiers of Haverhill Council Offices will abide by the health and safety requirements of the Building Contractor during the alteration works.

5. FACILITIES MANAGEMENT AND ICT SERVICES

- 5.1 St Edmundsbury Council has pursuant to a decision of the Joint Committee made on the 23 May 2008 appointed a Building Manager.
- 5.2 The Building Manager shall prepare and agree a Service Level Agreement with Suffolk Council for the ongoing building maintenance of Haverhill Council Offices within six months of the date of this Agreement.
- 5.3 For the avoidance of doubt the costs incurred by St Edmundsbury Council and payable to the Building Manager (including both direct and indirect costs incurred in remunerating the Building Manager) are costs to be discharged from the Operating Budget.
- 5.4 Suffolk Council has designated the Premises Support Services Manager to oversee the provision of the FM Services. Provision for the costs of employing the Premises Support Services Manager (including all direct and indirect costs arising) insofar as they relate to the Facility are included in the fees payable in respect of the provision of the FM Services.
- 5.5 To ensure joint working and accountability to both Authorities the Building Manager will liaise with both his line manager at St Edmundsbury Council and the equivalent counterpart at Suffolk Council (and the relevant managers in relation to ICT and Finance) when necessary to resolve issues in relation to the provision of the services and submission of information to the Joint Committee;
- 5.6 The Building Manager will hold quarterly minuted meetings with his line manager and the equivalent officer at Suffolk Council to discharge his obligations of accountability and responsibility to both Authorities as set out in Clause 5.5.
- 5.7 Each of the Authorities have agreed to make employees of that Authority available in relation to the provision of the FM Services and the ICT Services upon terms respectively set out as follows:-
- 5.7.1 in relation to employees allocated by each Authority to provide the FM Services in the FM Service Level Agreement; and

- 5.7.2 in relation to employees allocated by each Authority to provide the ICT Services in the ICT Service Level Agreement.
- 5.8 The Authorities shall through the Joint Committee ensure that appropriate arrangements are in place from time to time when required to provide promptly for succession arrangements in circumstances in which the Building Manager resigns or is removed from that position with a view to ensuring so far as practicable the continuous engagement of an individual who is to be Building Manager and in the event of any unavoidable situation in which there is no Building Manager the Authorities shall procure that the Joint Committee have appropriate arrangements in place to ensure the continuing management of the Facility.
- 5.9 The Authorities agree to procure that the FM Services are provided in a manner that facilitates the Authorities in the general conduct of their affairs from the Facility always provided that this obligation shall be interpreted on a basis that reflects the interactive nature of the relationship between the operation of the Facility and the provision of the FM Services and so that the Authorities shall not be obliged to commit resources beyond those that ought reasonably to be within their contemplation as a local government administrative body and as a provider of facilities management services within a facility having the characteristics of the Facility.
- 5.10 Without prejudice to the generality of Clause 5.09 above St Edmundsbury Council agrees that it shall by no later than 30 October in each year procure the preparation of and issue to the Building Manager for presentation to the Joint Committee a draft Annual Maintenance Plan for review by the Joint Committee. St Edmundsbury Council shall ensure that the Building Manager has regard to all comments made by or on behalf of the FM Service Provider and the Joint Committee issuing a final draft of the Annual Maintenance Plan for approval by the Joint Committee as soon as practicable and in any event by no later than 30 November in each year. The plan as approved by the Joint Committee shall become the Annual Maintenance Plan for the next year.
- 5.11 The Authorities agree that they shall ensure that their personnel are kept advised of all forthcoming activities that may have been approved by the Joint Committee and which are comprised within the Annual Maintenance Plan and shall co-operate with the FM Service Provider in ensuring that subject to the FM Service Provider having given reasonable advance notice of:-
- 5.11.1 any date or period of time (with a commencement date) in respect of which the FM Service Provider or its sub-contractor requires access to any part of the Facility or in respect of which there may be disruption or a temporary cessation to the provision of certain services comprised within the FM Service Level Agreement;
 - 5.11.2 the extent of the requirement for access or the disruption or temporary cessation of all or any part of the FM Services and
 - 5.11.3 details of any substitute facilities or services that are to be provided during the period of the disruption or temporary cessation of all or any part of the FM Services

then the Authorities agree that they shall co-operate with each other and with the FM Service Provider to facilitate the access required or other disruption or cessation of all or the relevant part of the FM Services so as to facilitate the carrying out of the relevant maintenance works.

- 5.12 The Authorities acknowledge that there will be from time to time requirements at the Facility for planned and reactive maintenance services to be undertaken and the Authorities shall co-operate with each other in like manner in relation to any such

requirement that may arise it being agreed that to the extent that such services are not already provided for in the FM Service Level Agreement, the Building Manager shall be responsible for the procurement of all such required services.

- 5.13 Suffolk Council agrees that it shall use reasonable endeavours to procure any variation required to the services to be delivered by CSD in order to ensure that to the extent relevant the ICT Services shall be provided by CSD in accordance with the arrangements agreed to by the Authorities for the operation of the Facility .
- 5.14 Neither Authority shall instruct the FM Service Provider in any matter concerning the operation of the Facility otherwise than through the Building Manager save in circumstances of emergency.

6. OCCUPATIONAL INTERESTS

- 6.1 Each of the Authorities are aware of and agree to comply at all times with the requirements of all regulatory consents (including planning consents) related to the Facility and the Authorities' occupation of the Facility.
- 6.2 The Authorities shall regularly review the use of space for designated purposes within the Facility with a view to ensuring at all times efficient utilisation of the accommodation.
- 6.3 The Authorities each acknowledge the designation of areas within the Facility which are by their nature (and as identified in the Facility Drawing):-
- 6.3.1 areas which are designated for specific functions undertaken by an individual Authority but to which both Authorities are to have identical rights of access;
 - 6.3.2 areas which are designated as areas to which the public are to have rights of access whether generally or for specific purposes as identified in the Facility Drawing ;
 - 6.3.3 areas which are designated as areas in respect of which one of the Authorities is to have certain rights of access and use in priority to the rights of the other Authority in the manner indicated in the FM Service Level Agreement.; and
 - 6.3.4 areas which are designated as areas which Voluntary Organisations have exclusive possession and shared rights of access.
- 6.4 The Authorities agree to comply at all times with any room booking procedures provided for in the Haverhill Council Offices Users Guide.
- 6.5 It is agreed by the Authorities that it is of essence to the occupational arrangements that each of the Authorities shall be entitled to have as a licensee or tenant within the Facility certain other public or third sector bodies. Arrangements will be agreed involving a procedure under which each of the Authorities can advise the other of its intention to nominate another public body to operate from within the Facility The Joint Committee shall be responsible for agreeing the terms of occupation of any such party and no such party shall be allowed into occupation without the agreement and authorisation of the Joint Committee or an officer delegated to undertake this function by the Joint Committee.

7. SNAGGING ACTIVITIES

The Authorities agree to assist in the completion of snagging and correction of defects in the alteration works by facilitating access for the Building Contractor in accordance with the reasonable requirements of that contractor.

8. BUDGETARY AND OTHER FINANCIAL MATTERS

8.1 The Authorities agree that the first Operating Budget shall be as provided for in the Business Plan.

8.2 In consideration of the provision through the Joint Committee of the Facility and the rights to use the Facility provided for in this Agreement each of the Authorities agrees to pay the Authority's Contribution by monthly instalments on receipt of an appropriate demand and on the dates for payment of such instalments provided for in the Business Plan.

8.3 The Authorities shall ensure that the Joint Committee instructs the Building Manager to prepare by no later than 30 November in each year a revised Operating Budget incorporating capital and revenue budget proposals for the Facility to be implemented for the next financial year.

8.4 The Operating Budget is to be presented to the Joint Committee in November each year with each Authority's share of the proposed Operating Budget for the next financial year being incorporated into the budget setting processes of the Authorities for formal approval during February each year.

8.5 The Authorities shall ensure that the Joint Committee in turn ensures arrangements exist for that committee or a sub-committee of that committee to monitor revenue and capital expenditure against the Operating Budget for the Facility and that the Joint Committee shall also ensure that there is addressed promptly any variation in expenditure from the Operating Budget for the relevant period and that there is due consideration given to the incurring and reporting of any liabilities which may affect the outturn of the Operating Budget and/or any future Operating Budget.

9. OPERATION OF THE FACILITY

9.1 The Authorities shall as soon as practicable following the entering into of this Agreement develop the Haverhill Council Offices Policies. The Authorities shall through the Joint Committee keep the Haverhill Council Offices Policies under regular review and shall update the Policies regularly and develop and implement further policies and where relevant cancel existing Policies having regard in particular to any amendments required by reason of a change of law.

9.2 The Authorities shall as soon as practicable following the entering into of this Agreement develop the Haverhill Council Offices Users Guide. The Authorities shall keep the guide under regular review and shall update the guide regularly.

9.3 Without prejudice to the generality of the foregoing the Authorities shall ensure that all health and safety policies relevant to the Facility are agreed prior to the Operational Date and are implemented with effect from the Operational Date and thereafter continuously applied in the operation of the Facility.

9.4 The Authorities shall ensure that there are in place with effect from the Operational Date appropriate health and safety and other familiarisation procedures necessary or otherwise appropriate for visitors to the Facility.

- 9.5 It shall be each Authority's obligation to ensure that its employees and any employees, officers or other invitees into the Facility from other public bodies or organisations that they host and who at any time have rights to be present within the Facility duly observe the Haverhill Council Offices Policies and without prejudice to the generality of the foregoing participate in all health and safety risk assessments.
- 9.6 Each of the Authorities shall keep the other generally advised of matters concerning its occupation of the Facility including any material changes in use of the Facility.
- 9.7 The Authorities agree to appoint one or more User Representatives, the arrangements for which (including remit, membership and other such matters shall be agreed upon at the time of appointment) with each Authority promoting the benefits of such User Representatives to their respective employees. St Edmundsbury Council shall ensure that the Building Manager attends Representatives meetings when convened acting as the primary liaison for the Authorities with employees and any other parties represented on the liaison committee and where requested by the relevant User Representatives. Suffolk Council shall ensure that the Premises Support Services Manager or that person's representative also attend such meetings.

10. **GENERAL**

10.1 Best Value

The Authorities acknowledge that each Authority is individually under statutory duties in respect of their respective best value duties and have other responsibilities to ensure continuous improvement and best value in the expenditure of public monies. Each accordingly agrees so far as is reasonably practicable and lawful for it to do so to assist the other Authority in ensuring due compliance with all such duties.

10.2 Value for Money Considerations

Both Authorities shall through their delivery of the FM Services and the ICT Services ensure that the management of the delivery of such services always reflects considerations of value for money capable of being derived in the provision of those services and the costs of such provision and that all procurement activities undertaken on behalf of the Joint Committee are in accordance with the standing orders of the relevant Authority applying all usual standards of probity.

11. **INFORMATION AND COMMUNICATION TECHNOLOGY (ICT)**

- 11.1 The Authorities shall each procure that the ICT Services are provided in accordance with the requirement of the ICT Service Level Agreement. Suffolk Council agrees that it shall be responsible for the provision of such parts of the ICT Services as are to be procured from CSD.
- 11.2 ICT Services as required by the ICT Service Level Agreement shall be provided to the Facility by personnel contributed to by each Authority as set out in the ICT Service Level Agreement.
- 11.3 Either Authority may as necessary sub-contract the provision of its portion of the ICT Services provision to a third party ("an ICT Services Sub-Contractor") agreed with the other Authority agreement of the other Authority not to be unreasonably withheld.
- 11.4 The Authorities shall permit CSD and any other parties engaged by the Authorities in the provision of the ICT Services and maintenance of ICT Equipment and ICT Jointly Owned Assets access to the Facility.

- 11.5 Without prejudice to the provision of the ICT Services, ICT Equipment brought into the Facility by an Authority from another location or purchased by an Authority for its use at the Facility shall continue to be owned by that Authority unless agreed otherwise by the Authorities in writing and each Authority shall have responsibility for maintaining and replacing its own ICT Equipment.
- 11.6 The Authorities shall create a log of ICT Jointly Owned Assets used in the Facility and St Edmundsbury Council will maintain, replace and be deemed to own the ICT Jointly Owned Assets.
- 11.7 Suffolk Council shall contribute to the cost of purchasing, maintaining and replacing the ICT Jointly Owned Assets as provided for in the Operating Budget or as otherwise agreed in writing between the Authorities from time to time.
- 11.8 Each Authority shall be responsible for ensuring that software installed on ICT Equipment and used by its members, officers and employees is appropriately licensed.
- 11.9 Each Authority shall be responsible for making and implementing its own business continuity and disaster recovery plans in respect of its ICT Equipment and ICT Services unless otherwise agreed in writing.

12. **OPERATIONAL MATTERS**

- 12.1 The Authorities further agree to procure that their employees take reasonable care of the Facility and are aware of their responsibility to report defects and deficiencies in any aspect of the Facility, the FM Services and the ICT Services including maintenance and other services provided to the Facility.
- 12.2 The Authorities shall actively promote and use all reasonable endeavours to ensure due compliance by their employees, officers and members with all the Haverhill Council Offices Policies.
- 12.3 Each Authority shall observe agreed policies in relation to access to areas of the Facility which are not to be regarded as common areas ensuring that all individuals invited into such areas undertake any agreed signing in procedures and observe conditions for access notified to that invitee at the relevant time.
- 12.4 It is agreed by the Authorities that the Building Manager shall be given a general delegated authority from the Joint Committee to permit the use of appropriate areas of the Facility for temporary concessions in accordance with any policy dealing with such activities approved by or on behalf of the Joint Committee but it is agreed that the conferring of any long term concessions shall only be permitted by agreement of the Joint Committee or a duly authorised sub-committee of the Joint Committee and only then after the concession to be awarded has been the subject of a competitive tender where legally required.
- 12.5 The Authorities acknowledge that the implementation of the Annual Maintenance Plan will involve events of a disruptive nature that may require to be taken account of by the Authorities. Each Authority shall ensure that it is in a position to facilitate the implementation of the Annual Maintenance Plan at the relevant times. Any amendments to the Annual Maintenance Plan shall be agreed between the Authorities as necessary such agreement not to be unreasonably refused or withheld having regard to the need in particular to instruct third parties to undertake such maintenance.

12.6 Energy Management and Environmental Matters

The Authorities shall ensure that the Haverhill Council Offices Policies which are agreed to be implemented in respect of the Facility satisfy the energy conservation and other environmental policies of each of the Authorities at the relevant time.

13. **LICENCES TO OCCUPY**

The provisions of Schedule 5 of this Agreement shall apply to the occupation and use of the Facility by the Authority.

14. **INSURANCE**

14.1 The Authorities shall ensure that the Joint Committee instructs the preparation as soon as practicable and thereafter the maintenance of a risk register in relation to the Facility.

14.2 The Authorities agree to bring into effect and thereafter maintain the policies of insurance referred to in Schedule 3 of this Agreement and to comply with the other requirements of that Schedule.

14.3 The Authorities shall each procure that the Joint Committee regularly reviews risk matters concerning the operation of the Facility and instructs the Building Manager to report regularly in connection with risk matters to the Joint Committee the Authorities having due regard to any guidance or directions that the Joint Committee may issue concerning matter of risk.

14.4 The Building Manager shall be responsible for ensuring that the FM Service Provider and where relevant CSD and all other contractors that may be appointed by those parties to provide any material works or services involving presence at or within the Facility carry appropriate insurance in accordance with relevant good practice in connection with the provision of the relevant works or services carried out at the Facility.

14.5 Each of the Authorities shall likewise adopt the same practice as is provided for at Clause 14.4 of this Agreement in respect of other organisations and their representatives' agents and other parties who are present at the Facility for any purpose at the invitation of that Authority.

15. **PUBLIC RELATIONS AND MEDIA**

The Authorities shall coordinate any arrangements entered into with the press or other public relations and media organisations that confer access to that particular person to the Facility.

16. **VARIATION PROCEDURE**

16.1 The following are to be regarded as matters under which the Variation Procedure will be applied:-

16.1.1 any request by either Authority to alter the operational hours of the Facility whether in respect of its own employees access or in relation to public access or both;

16.1.2 any requirement to amend the utilisation of floor space within the Facility which would extend beyond the actual utilisation of space dedicated to the requirements of the Authority concerned;

- 16.1.3 any significant proposed outsourcing of any function provided by the Authorities within that Facility to the extent that the outcome would be the bringing into occupation of the Facility a material number of personnel from a third party organisation (whether private or public sector or third sector);
 - 16.1.4 any material variation proposed to the ICT Services which are provided to and within the Facility including the outsourcing of any of the ICT Services;
 - 16.1.5 any requirement of either Authority for works or services of any kind which will require capital expenditure to be expended in connection with the Facility which involve modification, extending or adapting in a material way the Facility to meet a requirement of the Authority requesting the variation.
- 16.2 Each of the Authorities shall be entitled to propose variations covering any of the above matters and any other matters in respect of which this procedure may be relevant from time to time in accordance with the requirements of that Authority. Such a variation may include proposals for a variation to the terms of the FM Service Level Agreement. The other Authority shall not (without prejudice to the provisions of Clause 16.3 below) unreasonably object to any such proposal for a variation where the same:-
- 16.2.1 is to be funded entirely by the Authority requesting the variation; and
 - 16.2.2 may be accommodated without material disruption to that Authority, its employees and to services provided from the Facility (and such disruption is of more than a temporary nature associated with the carrying out of any works or the re-organisation of any services comprised within the FM Services).
- 16.3 Neither Authority shall be entitled to object to a proposal for a variation to the extent that the variation is necessary to enable the Authority proposing the variation to comply with any Law or where the relevant Authority has (acting reasonably) formed the opinion that the variation is essential to the efficient and effective conduct by that Authority of the performance of its duties and functions or exercise of powers that it is required to or has determined that it should exercise at or from the Facility.
- 16.4 Where either Authority wishes to propose any works or an amendment to the FM Service Level Agreement that in either case will cause the Authorities to incur capital expenditure and/or ought reasonably to be considered as likely to add to the operating costs of the Facility the Authority shall consult with the other Authority at the earliest practicable date and shall thereupon prepare and submit to the Joint Committee for its consideration any proposal for the variation required by that Authority.
- 16.5 The Authorities shall procure that the Joint Committee shall give due consideration to the variation requested and subject to Clause 5.4 of the Joint Committee Constitutional Agreement (Scheme of Delegation) give due consideration to the requirement commissioning any expert technical or other advice at the cost of the Authority proposing the variation as may be reasonably required so as to facilitate the development of proposals concerning the implementation of the variation.
- 16.6 This Agreement may not be varied or supplemented in its terms except by an agreement in writing signed by or on behalf of both Authorities.

17. **TERMINATION**

- 17.1 This Agreement shall not be terminable by either Authority other than on terms that have been agreed by the Joint Committee or determined through the application of

the Dispute Resolution Procedure provided for at Clause 10 of the Joint Committee Constitutional Agreement (Dispute Resolution Procedure).

17.2 The termination of this Agreement howsoever arising is without prejudice to the rights, duties and liabilities of the Authorities accrued prior to termination. Clauses in this Agreement which expressly have effect or are capable of having effect after termination will continue to be enforceable in respect of any matter arising prior to termination notwithstanding termination of this Agreement.

17.3 The Authorities agree that:-

17.3.1 any termination of this Agreement (howsoever caused) shall be without prejudice to any indemnity that at the relevant time, is or may be the subject of a claim which either Authority is entitled to make: and

17.3.2 with effect from the Termination Date any sums owing by one Authority to the other Authority shall be reclaimable as a debt due in accordance with the terms and conditions of this Agreement.

18. **INTEREST ON LATE PAYMENT**

Save where otherwise specifically provided, where any payment or sum of money due from one Authority to the other Authority as all or part of any Authority Contribution or on any other account whatsoever in connection with this Agreement is not paid on or before the due date, it shall bear interest thereon at the Default Interest Rate from the due date (whether before or after any judgement) until actual payment and it is agreed between the Authorities that the Default Interest Rate and the provisions of this Agreement relating to the payment of compensation on termination of this Agreement following the occurrence of any breach of this Agreement by an Authority shall provide the other Authority with a substantial remedy pursuant to Sections 8 and 9 of the Late Payment of Commercial Debts (Interest) Act 1998.

19. **FURTHER ASSURANCE**

Each Authority shall do all things and execute all further documents necessary to give full effect to this Agreement.

20. **CAPACITY**

Without prejudice to the remedies and contractual rights of either Authority in respect of any liability or obligation expressly provided in this Agreement as being a liability or obligation of either of the Authorities:-

20.1 nothing in this Agreement shall operate as an obligation upon, or in any other way fetter or constrain, either Authority acting in any capacity as a Local Authority; and

20.2 the exercise by either Authority of its duties powers and functions acting in any capacity as a Local Authority shall not lead to any liability under this Agreement on the part of the Authority to the other Authority.

21. INDEMNITIES

- 21.1 Each of the Authorities (hereinafter for the purpose of this Clause referred to as "the Indemnifying Authority") shall indemnify and keep the other Authority ("the Indemnified Authority") indemnified at all times from and against all losses costs and expenses sustained by the Indemnified Authority in consequence of:
- 21.1.1 any claim for, or in respect of, the death and/or personal injury of any employee or person engaged by the Indemnified Authority or any third party present on the site of the Facility or the Depot at the invitation of the Indemnifying Authority where arising out of, or in the course of, the performance of this Agreement by the Indemnifying Authority or any Related Party to the Indemnifying Authority, save to the extent caused (or contributed to) by a negligent act or omission by the Indemnified Authority or any Related Party to the Indemnified Authority or by any breach of an express provision of this Agreement by the Indemnifying Authority;
 - 21.1.2 Any physical loss of or damage to the property or assets of the Indemnified Authority arising out of, or in the course of, the performance of this Agreement by the Indemnifying Authority or by any Related Party to the Indemnifying Authority [on behalf of that Related Party], save to the extent caused (or contributed to) by a negligent act or omission by the Indemnified Authority or any Related Party to the Indemnified Authority or by any breach of an express provision of this Agreement by the Indemnifying Authority;
 - 21.1.3 Any physical loss of or damage to property or assets of any third party, not referred to in Clause 21.1.2 above arising out of, or in the course of, the performance of this Agreement by the Authorities, save to the extent that such a loss or damage was caused (or contributed to) by the negligent act or omission of the Indemnifying Authority or that Authority's Related Parties or arises out of the breach of any express provision of this Agreement by the Indemnifying Authority.
- 21.2 Each of the Authorities shall indemnify and keep the other Authority indemnified at all times from and against all direct losses sustained by the Indemnified Authority in consequence of any negligent act or omission and/or breach of this Agreement by the Indemnifying Authority which results in:
- 21.2.1 any claim for, or in respect of death and/or personal injury of an employee of, or person engaged by the Indemnified Authority;
 - 21.2.2 any claim for, or in respect of, the death and/or personal injury of any third party (other than a person referred to in Clause 21.2.1 above) arising out of, or in the course of, the performance of this Agreement by the Indemnifying Authority, save to the extent caused (or contributed to) by any negligent act or omission by the Indemnified Authority, or any Related Party to the Indemnified Authority or breach of any express provision of this Agreement by the Indemnifying Authority;
 - 21.2.3 any physical loss of or damage to either of the Authority's or any Authority Related Party's assets arising out of, or in the course of, the performance of this Agreement by the Indemnifying Authority or in the case of each Authority, any Related Party [on behalf] of that Authority save to the extent that such loss or damage arises out of the breach of any express provision of this Agreement by the Indemnified Authority or by a Related Party of the Indemnified Authority or any negligent act or omission of the Indemnifying Authority or any Related Party to the Indemnifying Authority.

22. NOTICES

Any notice, consent or the like required to be given hereunder shall be given in writing and may be given either by hand or sent by post addressed to the recipient Authority at its address contained herein (or to some other address as shall have been notified in writing by such Authority to the other from time to time) and any notice given by post shall be deemed to have been served on the expiration of seventy two (72) hours after the same is correctly addressed and posted.

23. SEVERABILITY

If any part of this Agreement is found by any court or other competent authority to be invalid, unlawful or unenforceable, then such parts shall be severed from the remainder of this Agreement which shall continue to be enforceable to the fullest extent permitted by Law.

24. GOVERNING LAW

The construction, validity and performance of this Agreement shall be governed in all respects by English Law and the Authorities hereto hereby submit to the non-exclusive jurisdiction of the English courts.

25. EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Authorities do not intend any of their terms of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

26. COSTS AND EXPENSES

Each Authority shall pay its own legal expenses incurred in the preparation and execution of this Agreement.

27. FRAMEWORK AGREEMENT

Nothing in this Agreement shall have the effect of varying in any way the rights and obligations of the Authorities arising by virtue of the Framework Agreement. Nor shall entering into this Agreement have the effect of terminating the Framework Agreement which shall continue in accordance with its terms.

28. ENTIRE AGREEMENT

28.1 This Agreement supersedes any agreements made or existing between the Authorities or simultaneously with disagreements in relation to the subject matter of this Agreement (all of which shall be deemed to have been terminated by mutual consent with effect from the commencement date of this Agreement) and constitutes the entire understanding between the Authorities in relation to the subject matter of this Agreement.

28.2 Except as otherwise permitted by this Agreement, no change to its terms shall be effective unless it is in writing and signed by or on behalf of the Authorities.

29. CONFIDENTIAL INFORMATION

Except as may be necessary in connection with the performance of this Agreement or as may otherwise specifically be agreed between the Authorities, or if disclosure is required by law or such information is in the public domain, neither of the Authorities, nor any of their employees, officers or members shall, at any time during the term of this Agreement or thereafter,

communicate or disclose to any person or use for its, his or her own account or business any information, observations, data, written materials, records or documents concerning the business or affairs of the Facility.

SCHEDULE 1
FM SERVICE LEVEL AGREEMENT

To include:

Cleaning (see details overleaf)

Waste recycling

Security

Porterage

MFD support

Call out/standby service

Postage

Petty cash

CLEANING SPECIFICATION

Council Offices - Haverhill



Cleaning Specification

Council Offices - Haverhill

2. DEFINITIONS

"Clean and Polish (Metal)"	means using an approved cleaning chemical and cloth to remove dust, dirt and marks from the surface and polish dry to remove cleaning marks
"Cleaning of Urinals"	means the washing of all glazed and stainless steel surfaces of urinals including channels and outlets with a sanitising solution. Stains to be removed with a cleaner and rinsed thoroughly. Debris to be removed from drain grilles. Flush pipes, cisterns and fittings to be washed down with a sanitising solution and dry buffed
"Cleaning of WCs"	means the cleaning of the inside of pans with a brush and approved toilet cleaner, including the trap and rim. Surface stains to be removed with a cleaner and rinsed. The outside of the pans and both sides of the seat to be washed with a cleaner disinfectant solution, including hinges and back of pan seat to be dry buffed. Flush pipes, cisterns and fittings to be wiped with sanitising solution and dry buffed
"Cleaning of Wash-basins, Sinks, Showers"	means the cleaning of all insides of basins, sinks, and showers with a sanitising solution and/or cream cleaner to remove surface stains, etc. The outside surface of the fittings, taps, traps and plus and chains to be washed with a sanitising solution. Taps to be dry buffed
"Communal Areas"	means all corridors, stores, stair, stair wells, lifts, common rooms, lounges, kitchens, laundry rooms, guest rooms, together with WCs and bathrooms not in residents' accommodation
"Damp Mop"	means the removal of all particulate dirt and soil from the entire floor area, using suitable equipment and neutral detergent or other solution
"Damp Wipe"	means the removal of all dust particles, stains, spillages, marks and smudges from horizontal and vertical surfaces of all furniture, fixtures, fittings, ledges, etc
"De-scaling"	means the use of an approved chemical to remove limescale deposits from dishwashers, basins, showers, WCs, urinals, and other

	areas. The chemicals are to be used as directed in their instructions, never mixed with other toilet cleaners, and safety precautions are to be observed
"Desk Tops"	means office furniture with at least 50% of surface area unobstructed
"Dry Polish/ Buff"	means using a dry cloth or paper towel to remove cleaning marks
"Dust"	means the removal of dry debris, dust, fluff and particulate dirt with a duster or dust control tool from all surfaces, fittings, all forms of electrical office equipment and furniture from ground level to the height of, and including, the door frame
"High Dusting"	means the removal of dust and debris from horizontal and vertical surfaces and fittings above door frame height with a dust control tool
"Machine Scrub"	means the removal of ingrained and surface soilage from the floor surface by mechanical scrubbing with the appropriate pads and brushes, and appropriate solution and subsequent drying
"Removal of Debris"	means the emptying of litter and waste bins and removal of that rubbish to a centrally-designated area for disposal.
"Replenish Supplies"	means the replenishment of consumable items, e.g. soap, towels, toilet paper, bin liners, rubbish sacks, or any other consumable items to be supplied by HHP
"Sanitise"	means the use of or cleansing of all WC equipment, ceramic tiles, formica and wall and other specified surfaces using warm water containing either liquid detergent or a proprietary germicidal cleansing solution. All surfaces to be rinsed and where necessary dry buffed after they have been cleaned
"Spot Cleaning (Carpets and Upholstery)"	means removal of spillages and stains using an approved chemical and method
"Spot Cleaning (Glass)"	means the removal of finger marks, dust, smudges, etc, from all horizontal and vertical glass surfaces using a moistened cloth and polished dry to remove cleaning marks
"Spot Cleaning (Surfaces)"	means the removal of stains, spillages, or other soiling from affected areas of furniture, fixtures, fittings, ledges, doors, walls, etc, up to height of and including the door frame using a damp cloth
"Spot Mop"	means the removal of noticeable spillages or any other soiling

"Spot Vacuum"	means the removal of all noticeable dust, refuse particles, fluff from the floor surfaces using an appropriate floor tool and electrical vacuum equipment
"Spray Clean"	means the removal of surface soil from hard floor surfaces using a floor maintenance machine, suitable pad and cleaning solution to maintain the cleanliness and appearance of the entire floor
"Strip and Reseal"	means the removal of all traces of floor dressing and soil from hard surface floors by mechanical scrubbing, followed by adequate preparation of the floor for the application of sufficient coats of appropriate dressing to give a satisfactory appearance and hard-wearing, non-slip finish as determined by the Contract Manager
"Sweep"	means the use of a broom, dust control mop or mechanical sweeper to remove dust, fluff, debris, litter and particulate dirt from floor areas ensuring that edges and corners are cleaned.
"Vacuum"	means the removal of all dust, refuse particles, fluff from the entire floor area using an appropriate floor tool and electrical vacuum equipment, ensuring that edges and corners are cleaned.
"Visibly Clean"	means that all surfaces in an area designed to be cleaned when viewed from any other area is seen to be free of all debris, dust, fluff, stains, soiling, water, fluids, and other foreign matter as included in any of the 'Cleaning Definitions'
"Visibly Clean Glazing"	means that both surfaces of any glazing, together with all surfaces of window sills, ledges, mullions, transoms and glazing bars within an area designed to be cleaned when viewed from any other area is seen to be free of all dirt, surface marks, smudges and squeegee marks. Further all window sills, ledges, mullions, transoms, glazing bars are to be wiped clean of all marks, splashes and runs
"Wall Washing"	means using an approved cleaning solution and apparatus to remove heavy soiling and dust trapped by grease or moisture up to a height of three metres. All surfaces to be left free of cleaning marks.
"Wash and Dry Waste Receptacles"	means using a germicidal solution and cloth to remove all dust and dirt particles and surface stains, removing stubborn marks

with an abrasive cloth. Wipe with a dry cloth

3. THE CLEANING SERVICE

FREQUENCY OF CLEANING

- 3.1 All areas within the Sites to be cleaned will be allotted a frequency of clean, defined in the following manner:

<u>Frequency</u>	<u>Service Days per Year</u>
Once daily seven days per week	365
Once daily six days per week	312
Once daily five days per week	260
Once daily four days per week	208
Once daily three days per week	156
Once daily two days per week	104
Once daily one day per week	52
Once monthly	12
Once per two months	6
Once per three months	4
Once per four months	3
Once every six months	2
Annually	1

PUBLIC HOLIDAYS

- 3.2 Unless otherwise specified below the Contractor will not be expected to carry out programmed cleaning on public holidays.

DISRUPTION TO THE SERVICE

- 3.3 If the Contractor is unable to clean any area within a Site through reasons beyond his control (such as but not limited to power failure or special events), then he shall inform the Contract Manager of his failure to enter the area or building affected.

The Contractor shall return to the Site to clean the affected area at the earliest opportunity provided this is within the cycle period.

If the Contractor is unable to return to the affected area within the cycle period, then payment will be withdrawn for the area affected at the appropriate rate.

The Contract Manager shall deduct monies for Sites not cleaned.

Where on occasion a room within a Site is occupied, unless directed otherwise, it will be cleaned after it has been vacated. Where the room is still occupied when all other cleaning duties for the Site have been completed, the daily cleaning duties for that room that day will not be carried out, and any other cleaning duties intended for that room for that day will be rescheduled within the cycle period.

Council Offices, Lower Downs Slade, Haverhill

3.14.1 This is a two storey building situated the western end of the High Street which provides accommodation for voluntary agencies, SEBC's Revenues and Benefits Section, Market and Car Park Secton, visiting Officers and Custodian.

3.14.2 The size of the Service area is:

Carpet	100.67 m sq
Hard flooring	729.25 m sq
Toilets	40.42 m sq
Stairs	19.63 m sq

3.14.3 Cleaning shall take place after 18.00 hours and before 21.00 hours every Monday to Thursday inclusive and after 17.30 hours and before 21.00 hours every Friday excluding public holidays.

3.14.4 The main entrance to the Site has a tiled floor which needs daily attention and high standards are required to all publically accessible areas within the Site.

3.14.5 The Contractor will be provided with keys to access the Site and the intruder alarm system.

3.14.6 The scope of the Service:

Entrance Lobby/Foyer

Check entire area, remove all debris	260	
Empty litter bins and remove debris to bins	260	
Wash/wipe out litter bins	52	Fri
Dust all horizontal and vertical surfaces to height of door frame	260	
Vacuum entire area	260	
Clean entrance mats and wells	52	Fri
Clean internal glass	104	T/Th
Spot clean, light switches, internal glass and door furniture	156	M/W/F
Clean all push bars, handles, kick and push plates	104	T/Th
Damp wipe furniture	52	Fri
High dust all surfaces and fittings above door frame height	12	1 st Monday of month

Offices and Reception

Check entire area, remove all debris	260	
Empty litter bins and remove debris to bins	260	
Wash/wipe out litter bins	52	Fri
Dust all horizontal and vertical surfaces to height of door frame	104	T/Tu
Dust venetian blinds	12	1 st Monday of month
Sweep/vacuum floors	260	
Damp mop floors	52	Mon
Spot mop floors removing all visible stains	208	Not Weds
Machine scrub	2	Nov/May

Strip and seal	2	Nov/May
Dust/damp wipe cleared desk tops	52	Mon
Polish wooden furniture	52	Mon
Polish internal glass	104	T/Th
Spot clean internal glass, light switches and door furniture	156	M/W/F
Dust drawing tables and office equipment	104	T/Th
Clean all push bars, handles, push and kick plates	104	T/Th
High dust all surfaces and fittings above door frame height	4	
Conference Room and Corridors		
Check entire area, remove all debris	260	
Empty litter bins and remove debris to bins	260	
Wash/wipe out litter bins	52	Fri
Dust all horizontal and vertical surfaces to height of door frame	104	T/Tu
Polish internal glass	104	T/Th
Spot clean internal glass, light switches and door furniture	156	M/W/F
Clean all push bars, handles, push and kick plates	104	T/Th
Polish wooden furniture	52	Fri
Dust venetian blinds	12	1 st Monday of month
Vacuum carpets wall to wall	156	M/W/F
Spot vacuum	104	T/Th
High dust all surfaces and fittings above door frame height	4	
Toilets and Kitchen		
Check entire area, remove all debris	260	
Empty litter bins and remove debris to bins	260	
Wash/wipe out litter bins	52	Fri
Sweep floor	260	
Damp/wet mop floor	260	
Dust/dry buff all pipework, vertical and horizontal surfaces to height of door frame	156	M/W/F
Clean and sanitize all surfaces of sinks and surrounds	260	
Damp wipe and dry polish taps and plugs	260	
Clean and sanitize all surfaces of urinals and wipe pipework	260	
Clean and sanitize all surfaces of w.c.'s	260	
Wipe and sanitize all surfaces of w.c. seats	260	
Sanitize and wipe tiled formica and cubicle surfaces	52	Fri
Polish mirrors	260	
High dust all surfaces and fittings above door frame height	4	
Descale all fittings	12	1 st Monday of month

Re-supply towels,, soap and toilet tissue	260	
Wash sanitize walls and paintwork	12	1 st Monday of month

Stairs

Check entire area and remove all debris	260	
Sweep entire area	260	
Damp/wet mop	260	
Clean nosings	52	Fri
Dust all railings, balustrades, horizontal and vertical surfaces	104	T/Th
High dust all surfaces including lights, louvers and vents	4	

SCHEDULE 2
ICT SERVICE LEVEL AGREEMENT

Service Level Agreement

**For the provision of Information and
Communication Technology (ICT)
Services at Haverhill Council Offices**

PARTIES TO THIS AGREEMENT

This Service Level Agreement is made, and commences on the [date to be inserted]

Between:

ST EDMUNDSBURY BOROUGH COUNCIL of Borough Offices Angel Hill Bury St Edmunds
Suffolk IP33 1XB (hereinafter called "SEBC") and

SUFFOLK COUNTY COUNCIL of Endeavour House 8 Russell Road Ipswich Suffolk IP1
2BX (hereinafter called "SCC")

Signed

On behalf of St Edmundsbury Borough Council:

Name: _____ Signed: _____

(Authorised Signatory)

Title: _____ Date: _____

On behalf of Suffolk County Council:

Name: _____ Signed: _____

(Authorised Signatory)

Title: _____ Date: _____

1. EXECUTIVE SUMMARY

- 1.1 This document details the level of service agreed for the provision of Information and Communication Technology Services (ICT Services) at Haverhill Council Offices by Suffolk County Council (SCC) via Customer Service Direct (CSD) and St Edmundsbury Borough Council (SEBC) via its internal ICT Service Team. SCC has agreed with CSD the support arrangements with SEBC for the handling and resolution of ICT related queries at Haverhill Council Offices as provided within the Service Management Model for ICT Support at Haverhill Council Offices, Bury St Edmunds detailed in Schedule 1 to this Service Level Agreement

2. OBJECTIVES

- 2.1 SEBC staff and SCC staff based at Haverhill will jointly occupy the shared and jointly managed building, Haverhill Council Offices, in March 2012. There will be shared workspace arrangements between both Authorities and shared helpdesk arrangements will support this.
- 2.2 This Service Level Agreement covers the support arrangements for the handling and resolution of ICT related queries from SCC and SEBC staff working at Haverhill Council Offices (Users) by the SEBC and CSD helpdesks and management arrangements for maintaining a standard build for all PCs at Haverhill Council Offices, whether owned by SCC or SEBC and co-ordinating upgrades and patches to the PC Estate.
- 2.3 The objective for this Service Level Agreement is to define the ways in which the PC Estate and ICT infrastructure at Haverhill Council Offices will be supported and managed by SEBC working with CSD on behalf of SCC.
- 2.4 Personal ICT equipment such as Laptops, Blackberries and mobile phones will be maintained by existing support arrangements and are outside the scope of this Service Level Agreement.

3. ICT SERVICES

3.1 Staff and PCs requiring support

- 3.2 34Users employed by SCC and 12 Users employed by SEBC will be supported by 41 PCs. Of those PCs, 9 PCs will be supported by SEBC and 32 PCs will be supported by CSD on behalf of SCC.

3.3 PCs

- 3.4 All PCs at Haverhill Council Offices will have a common core build, the details of which are set out in the Service Management Model for ICT Support at Haverhill Council Offices, Bury St Edmunds detailed in Schedule 1 to this Service Level Agreement

3.5 All PCs at Haverhill Council Offices will have organisation specific applications added to the core build. Initially, SEBC applications will not be available on SCC PCs and vice-versa, but users from both organisations will be able to use applications in the core build on any PC.

3.6 Each PC will be identified by a sticker identifying the owner Authority.

3.7 **Networks**

3.8 The Local Area Network (LAN) and the SEBC Wide Area Network (WAN) will be supported by SEBC and the SCC Wide Area Network will be supported by CSD on behalf of SCC.

3.9 **Helpdesk Support**

3.10 The SEBC helpdesk shall handle all ICT calls for SEBC and SCC users in accordance with the Service Management Model for ICT Support at Haverhill Council Offices, Bury St Edmunds detailed in Schedule 1 to this Service Level Agreement.

4. **VARIATIONS TO ICT SERVICES**

4.1 Any variations to this Service Level Agreement must be agreed between the Authorities (and CSD) as set out in Schedule 1 to this Service Level Agreement.

SCHEDULE 1

SERVICE MANAGEMENT MODEL FOR ICT SUPPORT AT HAVERHILL COUNCIL OFFICES, HAVERHILL

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1, Overview

1.1 Scope

This model covers the support arrangements for the handling and resolution of ICT related queries from SCC staff working at Haverhill Council Offices by the SEBC and CSD helpdesks and management arrangements for maintaining a standard build for all PCs at Haverhill Council Offices, whether owned by SCC or SEBC and co-ordinating upgrades and patches to the PC Estate

Personal ICT equipment such as Laptops, Blackberries and mobile phones will be maintained by existing support arrangements and are outside the scope of this model.

1.2 Related documentation

- Haverhill Council Offices Operating Agreement
- Haverhill Council Offices Integration Statement and Integrated ICT Support Service Delivery Model
- Service Level Agreement – For the provision of Information and Communications Technology (ICT) Services at Haverhill Council Offices & Depot Building

1.3 Model Purpose

To define the ways in which the PC Estate and ICT infrastructure at Haverhill Council Offices will be supported and managed by CSD (on behalf of SCC) and SEBC working in partnership.

1.4 Definition of terms

SEBC	St Edmundsbury Borough Council
SCC	Suffolk County Council
CSD	Customer Service Direct
PC Estate	PC's, Monitors, Keyboards, Mice within WSH
HCO	Haverhill Council Offices
LAN	Local Area Network, network within the building
WAN	Wide Area Network, link to other sites
First Line Support	The first level of ICT support
Second Line Support	Second level of support if first level can't resolve
DK Helpdesk	The current SEBC helpdesk software system
Supportworks,	The current SCC helpdesk software system
Common Software	Software used by both authorities such as Autocad, Crystal, MapInfo

2 Network Support at Haverhill Council Offices

2.1 Staff and PC numbers

SEBC staff and SCC staff based at Haverhill will move into the shared and jointly managed building, Haverhill Council Offices, on 1 June 2012. There will be hot-desking arrangements and shared helpdesk arrangements to support this.

Haverhill Council Offices

34 SCC staff

12 SEBC staff

32 SCC pcs

9 SEBC pcs

2.2 SCC and SEBC PCs

All PCs will have a common core build. The PCs will have organisation specific applications added to the core build. Initially, SEBC applications will not be available on SCC PCs and vice-versa, but users from both organisations will be able to use applications in the core build on any PC.

SCC PCs will be identified by a blue 'property of SCC' sticker and a purple 'Managed by CSD' sticker.

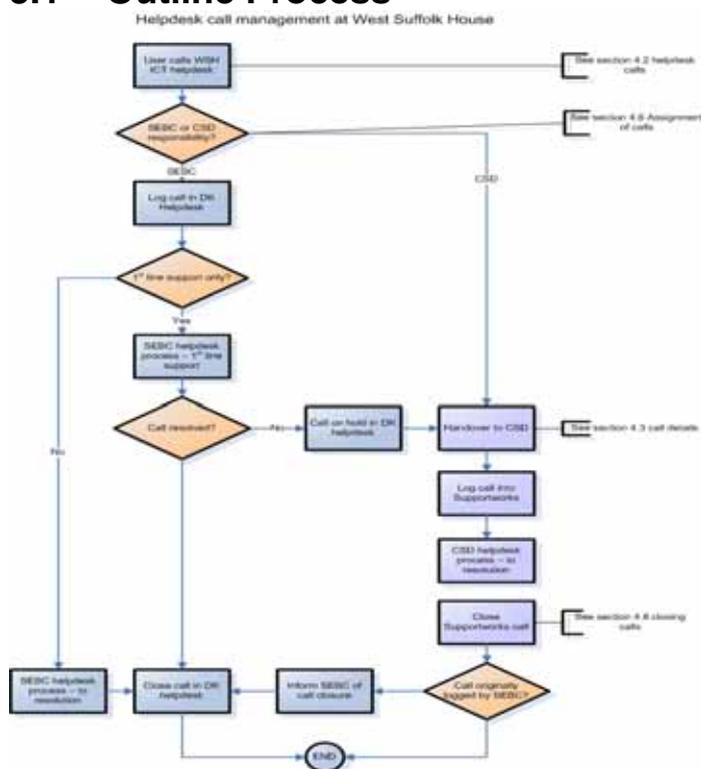
SEBC PCs will be identified by a SEBC sticker. At present this is a three digit letter prefix (CEO, RES, ECO, COM followed by three numbers. It is envisaged when PCs are relocated this will be prefixed with SEBC (SEBC RES123).

2.3 Networks

The LAN and SEBC WAN at Haverhill Council Offices are supported by SEBC and the SCC WAN by CSD.

3. Helpdesk Support

3.1 Outline Process



3.2 Helpdesk calls

- The SEBC helpdesk shall handle ICT calls for SEBC users. SCC Users will make helpdesk calls to the SEBC helpdesk (telephone extension number 7677). Any calls made to the SCC helpdesk (telephone extension number

5555) will be forwarded automatically to the SEBC helpdesk (external telephone number 01284 757677).

- All calls to the CSD helpdesk via external telephone number 01473 265555 from Haverhill Council Offices will be re-routed to the SEBC helpdesk.
- The SEBC helpdesk number will have a voice front end as follows:

Option	Details	Forwards call to
1	If you are calling to follow up an existing helpdesk call which has a CSD reference number	CSD helpdesk
2	For all other calls please hold	SEBC helpdesk

- SEBC will filter all calls received under option 2 above and forward calls to the CSD helpdesk where appropriate.
- SEBC will require a route to forward helpdesk calls to CSD.
- SEBC will not log calls which are directly forwarded to CSD helpdesk with no SEBC intervention

3.3 Call details

First Line Support – telephone calls

Calls which are identified as being in CSD's remit for First Line Support will be transferred directly to the CSD helpdesk. These will not be logged by SEBC.

First Line Support – e-mails

E-mails which are identified as being in CSD's remit for First Line Support will be forwarded to the CSD helpdesk. They will not be logged by SEBC.

The SEBC pro-forma for helpdesk support should prompt the user to provide the following detail

- User name
- Telephone contact details
- Location – Haverhill Council Offices, Ground floor, First floor, desk
- PC reference
- Asset tag (55xxxxx)

Calls that are logged for First Line Support by SEBC will be logged in DK Helpdesk using their existing procedure.

Second Line Support

If Second Line Support by CSD is required, the following details will be required:

- SEBC call reference
- User name
- Telephone contact details
- Location – Haverhill Council Offices, Ground floor, First floor, desk
- PC reference
- Asset tag (55xxxxx)
- Log of work/investigations carried out from the time of receiving the call to the time of passing it on to CSD

Calls that are forwarded to CSD helpdesk for Second Line Support will be put on hold in DK Helpdesk, until SEBC is informed of resolution by CSD.

3.4 Mis-directed calls

- Calls directed to CSD which should have gone to SEBC for First Line Support
- CSD helpdesk will log call in Supportworks, then close. The call will be referred back to SEBC helpdesk by e-mail, giving details of the Supportworks reference. SEBC will use the Supportworks reference if the call needs to be opened for Second Line Support by CSD.
- Calls which have been logged by SEBC which should have gone to CSD for First Line Support.
SEBC will close the call in DK helpdesk and pass the call details to CSD helpdesk.

3.5 Assignment of calls

The following table gives details on which calls will be the responsibility of SEBC helpdesk and which will be the responsibility of CSD helpdesk.

SEBC – advice only.

These calls require advice only and will be closed by SEBC after advice given. There will be no referral to CSD.

New equipment and new software requests will be dealt with using existing CSD processes, but desktop engineers from CSD and Capito, CSD's third party hardware maintenance supplier, will follow the agreed protocol for working at Haverhill Council Offices

Call Type	Call/Incident description	Notes
Admin	New user set-up in active directory and exchange	Refer user to SCC/CSD ICT catalogue page on Colin – user accounts tab: http://colin.suffolkcc.gov.uk/ICT/ICTServiceCatalogue.htm Do not transfer call to CSD.
Software Microsoft office	– User is having a problem with a Microsoft formula	Reasonable Endeavours only
New Equipment	Request for new equipment	Refer user to SCC/CSD ICT catalogue page on Colin http://colin.suffolkcc.gov.uk/ICT/ICTServiceCatalogue.htm Do not transfer call to CSD.
New Software	Request for additional software to be loaded to SCC pc	Refer user to SCC/CSD ICT catalogue page on Colin – software tab http://colin.suffolkcc.gov.uk/ICT/ICTServiceCatalogue.htm This covers the following standard software: Adobe Acrobat Standard (Writer).

Adobe Acrobat Professional.
 Paint Shop Pro.
 Mind Manager Professional.
 WinZip.
 ScanSoft Omnipage Standard.
 MS Project.
 MS Visio Professional.
 MS Publisher.
 For all other software, the user should be referred to the change control process:
<http://colin.suffolkcc.gov.uk/CouncilBusiness/CSD/CSDChangeControlProcess.htm>
 Do not transfer call to CSD.

SEBC – First Line Support only

SEBC is responsible for First Line Support for these calls. Unresolved SCC calls will be passed to CSD for resolution. A full log of work/investigations carried out from the time of receiving the call to the time of passing it on to CSD will be handed over to CSD .

Call Type	Call/Incident description	Notes
Hardware	Faulty desktop/ screen	For all SCC hardware faults no repairs which involve opening up equipment can be undertaken by SEBC desktop staff as this invalidates CSD support contract with Capito. First Line Support is to swap broken equipment with working equipment from SCC spares then transfer call to CSD for resolution.
Networks	Initial problem investigation	If problem identified as relating to CSD WAN, then call will be forwarded to CSD.

CSD responsible for First Line Support to resolution

SEBC shall transfer calls and forward e-mails to CSD without undertaking any further work. CSD is responsible for resolution of calls in this category.

Call Type	Call/Incident description	Notes
Admin	Password in Active directory	
Advice	Mail blocked by filter	
Hardware	Laptop failure	User responsibility to return laptop to CSD at Constantine House
Hardware	Problems with home VPN access either software or broadband	SCC remote workers dealt with by CSD – assumed that SCC workers would call SCC helpdesk directly from home. If call goes via SEBC helpdesk, it should be transferred to CSD
Software	<ul style="list-style-type: none"> General software problems SCC User has lost a 	For SCC applications only – See note 3.6 on 'common software'

	file – file recovery
	<ul style="list-style-type: none"> • Pull off data from SCC test system • Software provider requires remote VPN access
Networks	WAN

SEBC responsible for First Line Support to resolution

Call Type	Call/Incident description	Notes
Hardware	Office move	SEBC's responsibility, even if SCC equipment is involved. If SCC equipment is moved, SEBC to liaise with CSD ICT Configuration Manager to complete an asset move form, so that CSD's ICT assets can be tracked.
Telephony	<ul style="list-style-type: none"> • Telephone update required on handset • Telephone handset broken • Problems when sending/ receiving Faxes • Telephony reports 	No CSD involvement with SEBC Mitel system used at WSH. If the call is relating to Genesys (CSD telephony system) it should be referred to CSD
Hardware	Printer fault	SEBC responsible for all standard common printers at Haverhill Council Offices. Calls relating to specialist printers owned by SCC should be referred to CSD
Software	<ul style="list-style-type: none"> • General software problems • SEBC User has lost a file – file recovery • Pull off data from SEBC test system • Software provider requires remote VPN access 	For SEBC applications only. For common software see section 3.6 of this agreement.
Networks	LAN	

3.6 Common Software

SCC and SEBC will have specific software on their PCs over and above the standard build. Calls relating to SCC or SEBC applications will be referred to SCC and SEBC as appropriate. Both councils have deployed Common Software. When a call relates to a problem with any Common Software, SEBC helpdesk will check the ownership of the PC.

Calls relating to Common Software on SEBC PCs shall be referred to SEBC helpdesk, Calls relating to Common Software on SCC PCs shall be referred to CSD helpdesk

3.7 Closing calls

- Calls that have been logged and handled by SEBC only will be closed following the SEBC standard helpdesk process.
- Calls that have been logged by SEBC for First Line Support and then subsequently passed to CSD helpdesk will be put on hold in The SEBC helpdesk system and then closed when informed by CSD that the problem is resolved. CSD will inform the user of the CSD reference number following their standard helpdesk process.
- SEBC calls that have been referred by SEBC to CSD will be closed by CSD in the CDS helpdesk system using the CSD standard helpdesk process.

3.8 Priority 1 incidents affecting SCC and SEBC users at Haverhill Council Offices

CSD helpdesk manager will inform SEBC helpdesk staff of P1 incidents affecting staff working at Haverhill Council Offices.

3.9 Helpdesk reports

Any requirement for SEBC helpdesk performance reports will be agreed between SEBC and SCC. No reports will be required by CSD

4 CSD Service Engineers

CSD and their third party contractors who visit Haverhill Council Offices are requested to contact the ICT helpdesk before and after their visit, giving the reason for their visit.

Normal operating hours are 8.am to 6pm. Access outside these hours to be arranged with the SEBC help desk.

5. PC Management

5.1 Core build

Agreed core build: Internet Explorer 7
Ms Office 2003
Outlook 2003
Citrix Client

Windows Terminal Services Client

SCC core build:

Applications	Version
Kaspersky 6 Virus scan	6.0.3.837
Adobe reader	9.0.0.332

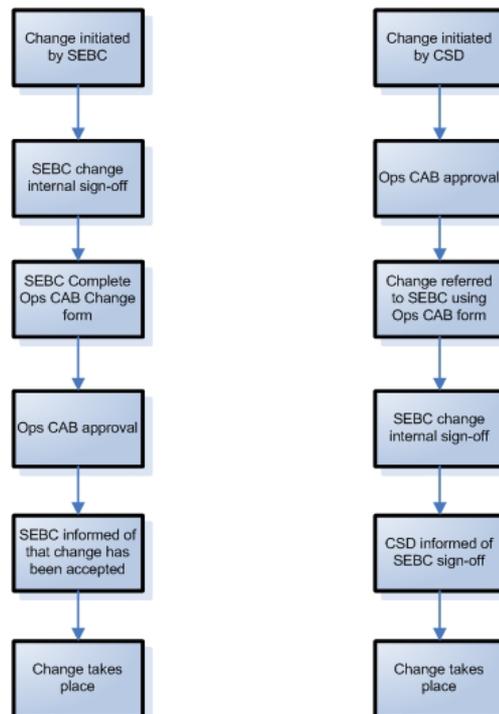
EDMS R/KYV	V 8.0
Citrix Client	V 10
Oracle Jinitiator	V 11
Flash	10.0.12.36
Shockwave	11.0.3.470
Authorware	2004.0.0.73
VNC	V 4.1.2
BGInfo	V 4.14
Java Runtime	5.0 update 12
Media Player	V 11.0
SMS Client	V 2.50
Media Player classic	6.4.9.0
Windows	XP / SP3
Office Standard	2003 / SP3
Adobe SVG Viewer	V 3.03
Autodesk Design Review	2009 SP1
Roxio Creator Basic	9.0.116
Sonic Drag To Disc	V 9.0
Java	6 Update 10
Microsoft Silverlight	1.0.3
Office 2007 Compatability Patch	

5.2 Change governance - variations

Any local or global changes initiated by SEBC or SCC/CSD which impact the shared ICT infrastructure at Haverhill Council Offices or the support arrangements agreed in this agreement must go through a joint governance procedure so that both SCC/CSD and SEBC are aware of and approve any proposed changes before they take place.

This procedure will be used to govern the implementation of patches and changes to core build. Some changes, such as a change to the core build, may result in a formal change request to initiate a project.

An outline of the current process:



5.3 Key contacts for change governance

Referrals to CSD Operations Change Advisory Board (CAB) should be routed to the CSD ICT Service Manager

CAB meets on Tuesday mornings (deadline for inclusion is 5pm Friday) and Thursday mornings (deadline for inclusion is 5pm Tuesday). An emergency CAB can be held for fault-related fixes in urgent situations.

Referrals to SEBC should be made by emails to computer.help@stedsbc.gov.uk

Escalation for any issues unable to be resolved in this process will be to the Haverhill Council Offices Joint Committee by either the SCC Head of Strategic ICT on behalf of SCC or the SEBC ICT & eServices Manager on behalf of SEBC

5.4 Ops CAB template

The form at Annex 2 to this agreement shall be completed by SEBC or SCC as appropriate, to initiate change governance process. It is essential that contact details are given so that any proposed changes can be discussed prior to CAB if necessary.

ANNEX 2

CSD ICT OPERATIONS CHANGE ADVISORY BOARD

(Version 4)

Meeting Date: Time:		Location:	Breakout Area – First Floor Constantine House
Duration:	1 Hour	Facilitator:	Neil Palmer
Meeting Objective:			
<ul style="list-style-type: none"> Review/Sign off proposed operational changes 			
Attendees (minimum of 3)			
Andrew Pearson Neil Palmer	Bob Myles John Singer	Paul Alexander	
SLT Duty Manager :			
Title	RFC Number	Presentment By:-	
<ul style="list-style-type: none"> What 	What is the proposed change		
<ul style="list-style-type: none"> Method (Service / Server name) 	Describe how the change is being carried out		
<ul style="list-style-type: none"> Why are we doing this? 			
<ul style="list-style-type: none"> When are we doing this? 	When is the proposed change to take place		
<ul style="list-style-type: none"> Stakeholders Who planned the work Who will execute the work 	Named individuals not team names/group names/directorate names Who is managing the work Who will undertake the work		
<ul style="list-style-type: none"> Communication Has customer been told (Planned / Emergency / Customer Requested Outage / Alert Only)? Service Managers / PA / Helpdesk / Bridge / Data Centre Manager Has this been discussed with the Primary Administrator or Operations Technical Lead / Ops Supervisor 	Is an outage required Who is informing the customer, how and when Have appropriate CSD Managers and Service areas been informed		
<ul style="list-style-type: none"> Test Plan 			

• Roll back / Back out Plan	
• Business Impact	
• Who will be affected	
• Issues and Risks	
• Health and Safety considerations eg lone working.	
Decisions Reached during the meeting:	

SCHEDULE 3

INSURANCES

1. The arrangements set out in this Schedule shall in respect of the insurance of risks associated with the Facility and associated costs apply throughout the continuance of this Agreement.
2. The Facility shall be insured at a value initially of £1.4 million in the joint names of the Authorities. Suffolk Council shall ensure that the necessary policy of insurance is in effect with effect from the date upon which the Authorities become responsible for the insurance of the Facility.
3. Suffolk Council shall also procure an appropriate Mechanical and Electrical Risks policy (including statutory inspections) in relation to the Facility.
4. The Authorities shall ensure that the Joint Committee regularly take advice on the level of cover required under the above and any other policies brought into effect for the benefit of both Authorities relating to the Facility .
5. The material damage policy shall carry a deductible of £1 million unless otherwise agreed by the Authorities. The costs of the policies referred to above shall be shared equally by the Authorities.
6. Suffolk Council acknowledges that St Edmundsbury Council may at its discretion and at that Authority's sole cost have in effect a top up policy for the benefit of that Authority in respect of material damage to the Facility, so that the deductible in relation to St Edmundsbury Council is £25,000 or such other amount less than £1 million as St Edmundsbury Council may determine from time to time.
7. Each of the Authorities shall ensure that they have in place at all times sufficient cover in respect of third party liabilities that may arise in the course of the operation of the Facility.
8. Each Authority shall be responsible for insuring its own equipment located within the Facility. Equipment where use is shared between the Authorities (which shall include the ICT Equipment and the ICT Jointly Owned Assets) shall be insured by the Authority responsible for maintenance of the relevant item of equipment. It is agreed that consequent upon St Edmundsbury Council being the Authority responsible for the ICT helpdesk service and the management of related maintenance tasks, St Edmundsbury Council shall be responsible for the insurance of all ICT Jointly Owned Assets.
9. The costs incurred by each Authority in respect of the taking out and maintenance of any policies of insurance in compliance with the requirements of paragraph 9 above shall be provided for within the Operating Budget.
10. Each Authority shall be responsible for insuring its own risks in respect of additional costs of working associated with the use of the Facility procurement of which and the costs of relevant policies of insurance shall be the responsibility in each case of the relevant Authority.
12. The Authorities shall ensure that the Joint Committee reviews levels of cover provided by policies of insurance relating to the Facility and the use of the Depot and for contents within the Facility from time to time and shall ensure that the Authorities are at all time acting in accordance with good practice in respect of the prudent management of risks capable of being insured at levels which the Joint Committee considers appropriate.

SCHEDULE 4

Haverhill Council Offices Policies

Haverhill Council Offices Users Guide incorporating Principles of Occupation

Health and Safety Policy for Haverhill Council Offices

Room Bookings Procedure Policy

Principles of occupation for staff

The Haverhill Council Offices will be occupied by staff from St Edmundsbury and Suffolk Councils, Ocean and Anglia Revenues Partnership, and by a number of voluntary organisations. While occupation of Haverhill Council Offices will be more defined than at West Suffolk House (SEBC and voluntary organisations on the ground floor, SCC on the first floor), the building has been refurbished to allow similar principles of hot desking and more open plan working amongst the staff, and some shared facilities between all organisations occupying the building. There will be a staff rest room for everybody to use. It will be located on the ground floor to the rear of the building.

Haverhill Council Offices will include a number of bookable rooms. There will be two ground floor interview rooms in the reception and these will be used predominantly by the voluntary organisations. Booking these will be through the CAB and they will not be included in the Councils' booking system (FM Facts). The first floor conference room will be booked through FM Facts. The interview rooms in the SEBC area are predominantly to be used by SEBC services; the small meeting room in the SCC area is predominantly to be used by SCC; the large meeting room in the SCC area is to be used by SCC and SEBC.

In order to work within a new environment with a range of organisations, it is important that we document the behaviours we would wish to see from each other and the practical solutions that can be put in place in order to ensure that the building is a comfortable working environment for all.

The following principles have been developed from the practices adopted at West Suffolk House with the aim of ensuring that everyone will find the new working environment comfortable and conducive to effective working.

Underpinning all these principles is the assumption that occupiers will be considerate of and tolerant to each other, be prepared to be challenged if their behaviour is causing issues for others and also be prepared to appropriately challenge others.

Please be aware that smoking is not allowed anywhere on the premises or within the boundary of the building, including the garden. Additionally, no electrical appliances such as microwaves will be allowed anywhere on the premises.

The Health and Safety aspects of occupying Haverhill Council Offices are covered in a separate document.

Noise

People need to be able to work in the open plan offices without constant distraction by excessive noise from others.

General:

- Discussions shouldn't take place around workstations – go to a meeting room.
- Move to your colleagues' workspace if you need to talk to them rather than shouting

across the office.

- Be aware of the discussion you are having – be conscious of others' views and sensitivities.

Desk phones and computers:

- All phones should transfer to another number or voicemail if they are not answered to avoid them ringing continuously.
- Ringing volumes should be kept low.
- Use appropriate ring tones – no spoken voices.
- No i-Pods, internet players and so on to be used in the work areas.
- Keep computer noise to a minimum – most volume controls should be at mute.
- If you need to listen to something for work, use headphones so you don't disturb others.

Mobile phones:

- Use a discreet ring tone.
- If you are at your desk, keep the ring tone volume low, or ideally on silent.
- If you move away from your desk, take the phone with you or set it to silent.
- Take and make personal mobile calls in an appropriate area and away from others.
- Keep personal calls and texts to a minimum.

Tidiness/cleanliness

It is important that we have a safe and healthy environment.

- Ensure you clear your recycling tray at the end of every day or when you leave the workstation.
- Leave workstations completely clear at the end of the day or when you will be away from the workstation for more than a few hours – including logging out of your computer.
- Leave the desk clean and tidy and as you would expect to find it – clear up spillages and so on. Remember others will be using it after you.
- Store all items in appropriate storage – not under workstations, on top of cabinets or in walkways. Anything left in these areas will be thrown away.
- Try not to eat at your workstation. Take a proper break and use the staff rest room. If you do eat at your workstation be aware of the impact on others – smells and noise.
- Be considerate in the use of fridge space. Dispose of perishable food and drink

promptly. Anything left will be thrown away.

- Ensure mugs, cups and so on are returned to the kitchens or your personal storage when you leave.

Privacy

We need to recognise that people may sometimes need not to be disturbed, particularly if they have deadlines to meet for example.

- Be individually responsible and look for a solution that works for you at that time.
- Consider working elsewhere if you need to work without interruptions.
- Respect an individual's right not to be interrupted – check it's convenient before interrupting them.
- Use colleagues to take messages if you need to work without interruptions.
- If you wish to use the staff rest room, try to cause minimum disturbance to the ground floor voluntary organisations. Where possible, access this room using the rear stairs.

Meeting rooms

- Use a meeting room if you need a confidential space.
- Bookings have priority over ad hoc use.
- Use of the rooms on an ad hoc basis when empty is however encouraged.
- Rooms shouldn't be booked to be used as unofficial offices or project rooms. This kind of block booking won't be allowed.
- If you don't need a meeting room, cancel it as soon as you become aware.
- Book for an appropriate period of time – don't overbook. Avoid using any set up time around bookings, so that others can also use the rooms.
- Book an appropriate sized room.
- Be aware of staff working near meeting rooms and don't disturb them when entering or leaving the meeting.
- When your meeting has finished leave the room clean and tidy for the next user.

Use of multi-functional devices and print areas

There will be one print machine in each of the SEBC and SCC areas. We want to achieve the most effective use of these devices with a basic premise that we only print what is necessary. This is good for the environment, good for our storage requirements and more cost effective.

- Familiarise yourself with the basic functions of the devices and what to do if something goes wrong.

- Only print the documents you need – avoid waste.
- Check the print preview to make sure the document is set up correctly before you print.
- Be aware of the implications of large print runs – plan ahead and use the courier service to send to the Design and Print Unit or consider printing at the beginning or end of the day to minimise the interruption to others.
- Don't leave printing on the printers – any left at the end of the day will be disposed of.

Security/confidentiality

People and possessions should not be at risk whilst in the office and confidentiality should be maintained by all. Individuals and teams need to think about the way of dealing with these issues incorporating the following principles.

- Always lock personal items away or take them with you – you are responsible for them.
- You are responsible for ensuring information is held and discussed with confidentiality in mind.
- Work on the assumption that all paperwork is confidential and store appropriately.
- Be aware of who may be working or in your team zone – is your conversation appropriate for them to hear?
- If leaving your workstation for less than one hour, log out or lock the screen.
- Be conscious of others' confidentiality – be careful not to look at information that is not intended for you.
- Always wear your identity badge – access around the building won't be possible without it.
- It is the responsibility of your line manager to approve the issue of identity badges.
- Be prepared to challenge those not wearing a badge and to be challenged if not wearing yours.
- All hosts are responsible for their visitors whilst they are in the building, including during an emergency, and should escort them back to reception when they leave the building.
- All visitors going into the office space must enter and exit through main entrance.
- Please be vigilant when accessing all secure areas. Make sure doors are properly closed behind you.

Environment/temperature

One person's comfort is another person's discomfort so we need to consider others when

carrying out actions that affect the office environment. The new heating system will be more efficient and versatile.

- Be considerate if you wish to open a window – ask those working around you.
- Fan heaters under workstations and desk top fans are not to be used and will be removed.

Health and Safety Policy for Haverhill Council Offices

Health and Safety



Health and safety is a vital element of the move to Haverhill Council Offices. The building is new to all of us and will take some time to get used to but its essential that you read and digest this information about general health and safety, and in particular the emergency and evacuation procedures.



Some of this information may seem obvious but you must read and digest it! It may sound dramatic but it could save someone's life one day.



Please put this information into practice as you go about your everyday work. If you see colleagues doing something unsafe, don't be afraid to tell them – you could prevent an accident.

You have legal responsibilities under the Health and Safety at Work Act for your own safety and for the safety of your fellow workers. If you think there is a hazard, with the potential to cause harm to yourself or to someone else, it is your duty to report it to your manager immediately.



- **Emergency and evacuation procedures**
- **First aiders**
- **Online health and safety training**
- **Haverhill Council Offices health and safety policies**

Health and safety policies

Health and safety legislation places some very specific duties on employers who share workplaces.

To comply with this legislation it has been agreed between both SEBC and SCC to adopt the following policies at Haverhill Council Offices (Last review date xxx 2011):

- [Construction design management \(PDF 35Kb\)](#)
- [First aid guidance \(PDF 37Kb\)](#)
- [First aiders \(PDF 17Kb\)](#)
- [Fire risk assessment \(PDF 75Kb\)](#)
- [Fire safety arrangements \(PDF 52Kb\)](#)
- [General office safety \(PDF 25Kb\)](#)
- [Legionella bacteria \(PDF 31Kb\)](#)
- [Requirements for contractors and sub contractors \(PDF 107Kb\)](#)
- [Requirements for contractors guidance \(PDF 34Kb\)](#)
- [Safe place of work \(PDF 23Kb\)](#)
- [Violence at work \(PDF 55Kb\)](#)
- [Violence at work guidance \(PDF 35Kb\)](#)

All other Health and safety policies will remain the responsibility of each employer.

Smoking

Both SEBC and SCC Smoking Policies state that there will be no smoking within the site boundaries of Haverhill Council Offices.

Room Bookings Procedure Policy

Meeting rooms

Haverhill Council Offices will include a number of bookable rooms. There will be two ground floor interview rooms in the reception and booking these will be through the CAB. The first floor conference room will be booked through the councils' booking system. The interview rooms in the SEBC area are predominantly to be used by SEBC services; the small meeting room in the SCC area is predominantly to be used by SCC; the large meeting room in the SCC area is to be used by SCC and SEBC.

Booking a room

The first floor conference room can be booked through a central online booking system. You will be able to check availability, capacity and confirm your booking.

The online booking system is available at <http://fmfacts/onlinebooking/> and there is also more information about how to use the system and more details of the rooms available:

- [Rooms available \(PDF 16Kb\)](#)
- [Online room booking system user manual \(PDF 434Kb\)](#)

Please note that in order to book a room online you need to set your browser to allow pop-ups or you will get very near the end of the process and get an error message and the room will not be booked.

If you have any queries, or difficulties accessing the online booking system, please contact FM Central Services Booking Team on 01473 264000 or FMcentralservices.bookings@suffolkcc.gov.uk.

Meetings with members of the public

Any meeting with a member of the public should take place in one of the meeting rooms – the public should not be taken into the office space. Colleagues from other authorities, agencies and so on can attend meetings in the office space.

Where can colleagues who are attending the meeting park?

Any visitor to Haverhill Council Offices must park in the public car parks. The closest car park is in Lower Downs Slade.

What about special meetings – evenings, special catering and so on?

If you have a meeting which takes place outside normal office hours please contact Facilities Management.

SCHEDULE 5**OCCUPATIONAL LICENCES**

1. The Authorities are owners of the Facility and pursuant to the Deed Regulating Interests have agreed the basis on which they own the Facility as owners and have also agreed certain provisions as to its eventual disposal.
2. Each of the areas referred to in this Schedule as being the subject of the grant of a licence is called a 'Licence Area' in this Schedule.
3. Pursuant to the Deed Regulating Interests, the Authorities as owners of the Facility grant licence to each other as licensees to use and occupy those parts of the Facility which they are entitled to occupy and use from time to time pursuant to this Agreement and all other relevant documents referred to in this Agreement.
4. The licences granted in this Schedule are granted on the following basis:
 - 4.1 they are non-assignable;
 - 4.2 they do not allow any exclusive right of occupation or use;
 - 4.3 they do not create and are not intended to create the relationship of landlord and tenant between the Authorities;
 - 4.4 each Authority will not allow or cause any damage to any Licence Area they are entitled to occupy, fair wear and tear excepted;
 - 4.5 only the permitted staff of the relevant Authority and permitted visitors may have access to the Licence Areas and
 - 4.6 in using the Licence Areas, each Authority will comply with all applicable Acts of Parliament, statutory instruments, regulations, bye-laws and regulations directives or mandatory requirements of the European Union.

ANNEX 1

FACILITY DRAWING

See annexed plan marked 'Facility Drawing'

In witness whereof the Authorities have set their common seals the day and year first before written.

THE COMMON SEAL of THE COUNCIL OF THE)
BOROUGH OF ST EDMUNDSBURY was)
hereunto affixed in the presence of-)

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of SUFFOLK COUNTY)
COUNCIL was hereunto affixed in the presence of-)

Authorised Signatory