

APPENDIX 1

PARTNERSHIP AGREEMENT WEST MIDLANDS HOUSING FIRST PILOT ALLOCATIONS

AGREEMENT PERIOD [_____]

Birmingham City Council (1)

and

Dudley Metropolitan Borough Council (2)

And

Walsall Council (3)

And

Wolverhampton City Council (4)

And

Coventry City Council (5)

And

Sandwell Metropolitan Borough Council (6)

And

Solihull Metropolitan Borough Council (7)

THIS AGREEMENT is made on the _____ day of 2009 and takes effect from the Commencement Date.

BETWEEN:

- (1) Birmingham City Council of Council House, Victoria Square, Birmingham, B1 1BB (“**BCC**”)
- (2) Dudley Metropolitan Borough Council of Council House, Priory road, Dudley, DY1 1HF (“**DMBC**”)
- (3) Walsall Council of Civic Centre, Darwall Street, Walsall, WS1 1TP (“**WC**”)
- (4) Wolverhampton City Council of Civic centre, St Peter’s Square, Wolverhampton, WV1 1SH (“**WCC**”)
- (5) Coventry City Council of [insert address] (**CCC**)
- (6) Sandwell Metropolitan Borough Council of [insert address] (**SMBC**)
- (7) Solihull Metropolitan Borough Council of [insert address] (**SoIMBC**) (together being “**the Partners**”)

WHEREAS:

- (A) The Partners have agreed to enter into this Partnership Agreement for the purpose of delivering a Housing First Pilot within the West Midlands combined Authority areas as set out in the successful BID and implementation plan to MHCLG.
- (B) Funding for the Housing First Pilot has been received by BCC from the Ministry of Housing, Communities and Local Government (MHCLG). BCC is acting as the administrative authority for and on behalf of the WMCA.
- (D) BCC will be responsible for allocating the funding to each of the Partners and each Partner will be responsible for delivering the objectives of the Housing First Pilot as set out at schedule 1 and 3 and the reporting requirements at schedule 2.
- (E) The provisions of this Agreement shall take effect on the Commencement Date.
- (F) The Parties are empowered to enter into this Agreement pursuant to Section 2 of Local Government Act 2000.

IT IS HEREBY AGREED BETWEEN THE PARTNERS:

1 **Definitions**

1.1 In “**this Agreement**”, unless the context otherwise requires:

“**this Agreement**” means this Agreement and any schedules, appendices and annexes that may be attached to it.

“**HFPB** ” means the Housing First Project Board

“**the Commencement Date**” means October 2018. .

“**Commissioned Services** means the Services that each Partner will need to procure for the purpose of delivering the Housing First Pilot.

“Constitution” means the relevant Constitution of each of the Partners as may be in force from time to time.

“the Data protection Legislation” means All legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK)

“MHCLA” means the Ministry of Housing Communities and Local Government .

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

“the Lead Council” means the lead council for the purposes of this Agreement being BCC as the administrative authority.

“the Project Manager” means an officer appointed by BCC who shall be responsible for overseeing the delivery of the Services and Commissioned Services during the Term and in accordance with Schedule 1, 2 and 3 of this Agreement.

“the Memorandum Account” the record of the running total of each partner’s obligations.

“the Partnership Arrangements” means the arrangements jointly agreed by the Partners pursuant to this Agreement for the purposes of providing the Commissioned Services and Services.

“the Procurement Regulations” means the law, standing orders, financial and any other relevant procedures relating to the procurement of the Commissioned Services and Services with which the Lead Council is required to comply.

“HFP” means the Housing First Pilot and the provision of the Commissioned Services and Services as set out at Schedules 1 and 3 of this Agreement.

“the Service” means the service to be provided by the Partners in accordance with the terms of this Agreement and as more particularly defined in Schedule 1 and 3.

“the Service Users” means individuals who will receive support services in accordance with this Agreement.

“the Term” means the term of the Agreement namely 5 years from October 2018.

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

1.2 The headings of the Clauses in this Agreement are for reference purposes only and should not be construed as part of this Agreement or deemed to indicate the meaning of the relevant Clauses to which they relate.

1.3 References to Clauses or Schedule are references to the Clauses and Schedules to this Agreement and reference to a paragraph is a reference to the paragraph in the Schedule containing such reference.

1.4 References to a person or body shall not be restricted to natural persons and shall include a company, corporation or organisation, firms, partnerships and their successors and permitted assignees or transferees.

1.5 Words importing the one gender shall include the other genders and words importing the singular number only shall include the plural.

- 1.6 References to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or other similar instrument as amended, replaced, consolidated or re-enacted.

2 Service Provision

- 2.1 The Services to be provided under this Agreement are as set out in Schedule 1 of this Agreement.
- 2.2 Each Partner agrees that it shall exercise due skill, care and diligence in the performance of this Agreement.
- 2.3 The Parties are subject to the duty of Best Value under the Local Government Act 1999. The Commissioned Services will be subject to the Partners responsibility for Best Value. The Partners will agree the detailed process and procedures for Best Value reviews.
- 2.4 The Lead Council will ensure that following any Best Value Review, the results of such Review are incorporated and reflected in its delivery and performance of the Services and the Commissioned Services.
- 2.5 Each Partner shall maintain such insurances in respect of its participation in this Agreement as may be required by law.

3 Joint Structures, Responsibilities and Obligations

- 3.1 The agreed roles and responsibilities of the Partners in respect of the delivery of the Services and Commissioned Services are detailed at Schedule 3 of this Agreement.
- 3.2 Each Partner shall deliver the Services and Commissioned Services in accordance with the detail set out at Schedule 1 and 3 of this Agreement;
- 3.3 Each Partner shall comply with the reporting requirements as set out at Schedule 2 of this Agreement;
- 3.4 Each Partner shall cooperate and comply with the requirements of the HFPB as set out at Schedule 4 of this Agreement for the purpose of delivery of the Housing First Pilot. The Partners acknowledge and agree that the HFPB is a decision making body and any decision of the HFPB is final;
- 3.5 Each Partner shall cooperate with and report to the Project Manager in accordance with the provisions stated at Schedule 2 of this Agreement.

4 Services

- 4.1 The Partners agree as follows:
- a) In the delivery of the Services, each partner shall be responsible for ensuring compliance within its own Constitution.
- b) The Partners shall comply with all relevant HM Revenue and Customs Legislation at all times.

5 Funding

- 5.1 The Housing First Pilot is funded by a grant from MHCLG. The grant has been awarded to the WMCA and the Lead Council is acting as the administrative authority for and on behalf of the WMCA. The amount of the grant is in the sum of £9.6m.

5.2 The Lead Council will make one payment per annum to each Partner in accordance with Schedule 5 for the purpose of delivering the Housing First Pilot in accordance with the requirements set out at schedule 1 and 3 unless amended as agreed by the HFPB.

5.3

5.4

6 Budgets

6.1 The Partners agree that the figures stated and set out in Schedule 5 is the set amount that each Partner will receive each year during the term of the Agreement and as stated at Schedule 6. The Partners agree that no other funding is available for delivery of the Service.

34 Costs

7.1 Each of the Partners shall pay any costs and expenses incurred in connection with the management of this Agreement.

8 Termination and Disputes

8.1 This Agreement shall take effect on the Commencement Date and shall expire:

8.1.1 automatically on the expiry of the term; or

8.1.2 automatically if the funding is withdrawn from MHCLG. In the event that the circumstances under this clause 8.1.2 take place, any winding down arrangements and provisions will be negotiated by the Lead Council as the administrative authority on behalf of the Partners with the WMCA. Upon such provisions being negotiated and finalised, the Lead Council will communicate any winding down arrangements for implementation with the Partners,

8.1.3 A Partner cannot terminate their involvement in the Agreement part way through any year and may only issue a notice to terminate at the end of the first anniversary, second anniversary, third anniversary, fourth anniversary and expiry of the Term.

8.1.4 Subject to clause 8.1.3 above, a Partner may serve three (3) months notice to withdraw from the HFP in writing on the other Partners setting out the reasons why it wishes to withdraw together with submitting a decommissioning plan and timescales. (the "**Termination Notice**"). The Partner serving the Termination Notice must also submit a mobilisation plan, independent evaluation and any other relevant documents detailing the exiting Partners delivery progress up to the date of expiry of the Termination Notice. For the notice to be valid, the notice shall be served three (3) months before the anniversary date of each year of the Agreement. Upon the expiry of the validly served Termination Notice (the "**Effective Withdrawal Date**"), that outgoing Partner shall cease to be a party to this Agreement and subject to **Clauses 33 Survival of Rights and Obligations** shall no longer be bound by this Agreement as from the Effective Withdrawal Date.

8.1.5 The Partners may collectively and unanimously decide to terminate the partnership Agreement at the end of the anniversary of each year of the Term. In the event that the provisions under this clause are invoked, any winding down arrangements and provisions will be negotiated by the Lead Council as the administrative authority on behalf of the Partners with the WMCA. Upon such provisions being negotiated, the Lead Council will communicate any winding down arrangements for implementation with the Partners,

- 8.2 Whenever a Partner ceases to be a Partner in accordance with the terms of this Agreement, then, unless the continuing Partners otherwise decide, this Agreement shall not terminate and shall continue in full force and effect between the continuing Partners.

9 Dispute Resolution

- 9.1 Should the Partners have concerns that the Lead Council or a Partner representative is failing to exercise any of its obligations under this Agreement or should a dispute in relation to this Agreement arise between any of the Partners, the Partners concerned shall immediately raise their concerns without delay to the HFPB
- 9.2 If the HFBB fails to resolve the dispute through consultation within three (3) Working Days of referral to them, then any relevant Partner may by serving written notice on all other relevant Partners refer the matter to mediation. The relevant Partners shall agree the identity of the mediator within three (3) Working days of the service of such notice. In default the mediator shall be appointed by the Centre for Effective Dispute Resolution. The mediation shall be conducted in accordance with the terms of reference set by the mediator provided that:
- (a) each Partner to the dispute shall bear its own costs in to the mediation; and
 - (b) the costs of the mediator and the Centre for Effective Dispute Resolution shall be borne as the mediator specifies.
- 9.3 If any Partner is dissatisfied with or otherwise wishes to challenge the mediator's decision made in accordance with Clause 9.2 then any relevant Partner may within twenty (20) Working Days of receipt of the mediator's decision, where appropriate, and subject to Clause 9.4 notify the other relevant Partners of its intention to refer the dispute to arbitration. Such notification shall invite the other relevant Partners to concur in the appointment of a sole arbitrator who shall be a solicitor, barrister or arbitrator recognised by the Chartered Institute of Arbitrators of not less than ten (10) years' standing (the "**Arbitrator**"). If the relevant Partners are unable within ten (10) Working Days to agree the identity of the Arbitrator, any relevant Partner may request the President of the Chartered Institute of Arbitrators to make the appointment.
- The arbitration shall be conducted in accordance with the Arbitration Act 1996.
- 9.4 If agreed by all Partners to the relevant dispute, such dispute may be referred to the appropriate Court rather than be subject to arbitration under Clause 9.3

10 Winding Down Arrangements

- 10.1 In the event that this Agreement is terminated in whole or in part (whether by effluxion of time or by termination in accordance with its terms) the following provisions shall apply in relation to the winding down of this Agreement or the relevant part in relation to which this Agreement is terminated and the exiting Partner(s) shall submit with the termination notice a decommissioning plan, mobilisation plan, independent evaluation and shall include the following information;

- 10.1.1 the impact of termination on Service Users;

- 10.1.2 the impact of termination on other agencies;
- 10.1.3 the Exiting Partner(s) will communicate with the other Partners in producing a jointly agreed media communication statement;
- 10.1.4 the exiting Partner(s) will cooperate and engage fully with the independent evaluators

11 Liabilities and Indemnity

- 11.1 Without prejudice to the primary liability of each Partner for its respective functions, the following indemnity provisions will apply:
- 11.2 References in this Clause to damages, claims and liabilities shall include the obligation to pay sums recommended by an Ombudsman or under any other complaint resolution process.
- 11.3 Each Partner will indemnify the others from and against any direct loss and expense suffered and reasonable legal fees and costs incurred by the other Partners as a result of any breach of this Agreement by it, except to the extent that such loss etc is caused by the breach of contract or the act, neglect or default of the other Partners, its employees, agents or contractors.
 - 11.4 The Partners shall use their reasonable endeavours to inform each other promptly of any circumstances reasonably thought likely to give rise to any claim or proceedings which is or maybe subject to an indemnity under this Agreement and any material developments. The Partners shall co-operate in the defence of any such claim or proceedings. No settlement or admission properly made by any Partner in dealing with a complaint or in connection with any professional or disciplinary proceedings shall vitiate its right to be indemnified by the other Partners under this Agreement.
- 11.5 If more than one Partner commits a breach of any obligation under this Agreement the liability for any resulting direct loss, damage, costs and expenses shall be apportioned between the Partners that have committed the breach in a fair and equitable manner after a valuation has been prepared and approved and provided to the HFPB in writing by the Lead Council setting out how the direct loss, damages, costs and expenses are calculated together with the Lead Council's recommendation for their apportionment between the Partners. To the extent that it is the Lead Council that is liable for any direct loss, damage, costs or expenses then the valuation and apportionment of liability between the Partners shall be determined solely by the HFPB.

12 Insurance

- 12.1 In respect of liabilities arising under any indemnity in this Agreement, the Partners shall maintain such insurance as it considers appropriate.
- 12.2 The Partners shall co-operate with each other in the defence of any claim arising under this Agreement.
- 12.3 Each Partner shall maintain such insurances in respect of this Agreement as may be required by law or in accordance with its Constitution.

13 Sub-Contracting/Assignment

- 13.1 The Partners acknowledge that neither of them shall be entitled to assign the whole or part of their rights or obligations under this Agreement unless permitted or required to

do so by any statutory provision in consequence of any transfer of their respective Functions to another body or agency.

14 Complaints

- 14.1 The Partners shall each continue to deal with complaints falling within the ambit of their statutory functions, duties and powers in accordance with their own complaints procedure.
- 14.2 Each Partner shall ensure that the other Partners are kept fully informed of the progress of any complaints related to their functions and to the arrangements under this Agreement.
- 14.3 The Partners recognise the need for expediency of responding to a complaint as quickly as possible and will therefore deal with any complaints as speedily as possible.
- 14.4 Prior to the issue of any press release or making any contact with the press on any issue attracting media attention the Partners shall consult with each other to agree a joint strategy for the release and handling of the issue and in accordance with clause 22.
- 14.5 In the event of any potential legal action or complaint to the Local Government Ombudsman relating to this Agreement, the Partner notified of the potential legal action or complaint shall notify the other Partners immediately and if possible agree a joint strategy for dealing with the action.
- 14.6 Notwithstanding Clause 14.5 above all other complaints regarding the Services and the Commissioned Services will be recorded and co-ordinated by The Lead Council. The Partners will assess the complaint and agree which Partner will take the lead in investigating the complaint. All Partners will notify each other immediately should any complaint relating to any part of the Services or the Commissioned Services be made directly to them.
- 14.7 The Partners will work together to follow their respective policy and procedures to ensure a co-ordinated approach towards the safeguarding of children and vulnerable adults.

15 Sharing and Handling of Information

- 15.1 Each Partner undertakes to observe and comply with all applicable requirements of the Data Protection Legislation. The obligation under this clause is in addition to and does not relieve, remove or replace a Partner's obligations under the Data Protection Legislation.
- 15.2 Without prejudice to Clause 15.3 except as required by the law the Partners agree at all times during the continuance of this Agreement and after its termination to keep confidential all documents or papers which one Partner receives or otherwise acquired in connection with the other and which are marked "Commercial – in confidence" or such other similar words signifying that they should not be disclosed.
- 15.3 The Parties being public bodies are subject to the Freedom of Information Act (FOIA). In compliance with the FOIA, the Partners agree that requests under the Act will be dealt with as follows:

15.3.1 When the request is received by a Partner (the "**Receiving Partner**"), that Receiving Partner is responsible for the reply to the request.

However,

- (34) if the request relates solely to information the Receiving Partner does not have and which is owned by any other Partner the request will be transferred within 2 Working days to the respective Partner;
- (ii) if the request relates to information being held by one Partner on behalf of another Partner, the relevant Partners will consult on the request but the responsibility for the request will remain with the Receiving Partner;
 - iii) the Partners will co-operate in locating any relevant information and a Partner shall supply such relevant information as it holds when requested to do so by any other Partner.
- 15.4 The Partners undertake not to disclose any exempt information as defined in the FOIA (including commercially sensitive information and information held confidentially). In all cases where an application is received requiring the Partners to disclose information the Partners shall consult with all relevant third parties and take into account any representations made before a decision is made. Where any duty of confidentiality exists under this Agreement it is agreed that any disclosure of information made by the Partners shall not be deemed to be a breach of this Agreement.
- 15.5 In the event of an enquiry from a Member of Parliament about the circumstances of a Service User relating to this Agreement the Partner receiving the complaint shall consult with the other Partners immediately and agree a joint strategy for the release or handling of the issue.
- 15.6 In the event of an enquiry from a Member of Parliament about policy any Partner shall respond in accordance with this Agreement.
- 15.7 To the extent that any information is required from any of the Partners following termination of this Agreement, the provisions of this Clause 15 shall survive termination and the Partners shall each have continuing obligations to ensure compliance with this Clause 15.

17 Review of the Partnership Arrangements

- 17.1 The Partners shall review the Partnership Arrangements within the first twelve (12) months of the Services becoming operational. The review will assess the governance structure, the Partners' continued involvement, service and strategic developments, funding for the Services and for this Agreement.

18 Equality and Equal Opportunities

- 18.1 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies. The Lead Council will maintain and develop these policies as applied to the Services and the Commissioned Services with the aim of developing a joint strategy for all elements of the Service and the Commissioned Services.

19 Changes in Legislation

- 19.1 The Partners shall review the operation of this Agreement and all or any of the procedures or requirements of this Agreement on the coming into force of any relevant statutory or other legislation or guidance affecting this Agreement and agree to take all necessary steps to ensure that this Agreement complies with such legislation.

20 Management of Serious Incidents

- 20.1 The Partners will agree a protocol for dealing with any and all serious incidents which require risk management reporting.

20.2 Any serious incident will be notified immediately to all Partners

21 Information Sharing

21.1 The Partners recognise that good quality information is fundamental to effective treatment and care, and that relevant information about Service Users needs to be shared for the Commissioned Services and Services to be delivered effectively.

21.2 The Partners will work towards agreeing and establishing and keeping operational a joint Information Sharing Protocol so that the arrangements for sharing information:-

21.2.1 Comply with all the relevant legislation and guidance as they apply to the Partners and this Partnership Agreement;

21.2.2 Meet the objectives of this Partnership Arrangement; and

21.2.3 Ensure that health and social care needs of Service Users in respect of which the Partnership Arrangements may be exercised are not denied or hindered.

22 Public Relations

22.1 Any public release of information relating to this partnership Agreement shall be made as a joint release by the Partners at a time and in a form to be agreed by the Partners at the time of such release. Any such release and or press release of whatever kind shall always be subject to approval by the HFPB prior to release.

22.1 The HFPB shall, acting in good faith, approve a list of individuals who are authorised to speak on behalf of the Partners as a whole and shall ensure that such individuals act in the interests of the Partners as a whole.

22.2 Each Partner shall not, and shall procure that its staff and agents shall not use public communications such as press releases, public board papers and social media in such a way so as to bring the Housing First Project Board into disrepute.

22.3 In the event of any request for information held by one Partner belonging to another Partner that information will not be disclosed without the prior consent of that other Party.

22.4 The Partners shall comply with any “brand guidance” approved from time to time by the Housing First Project Board in relation to the use of the name “West Midlands Housing First Pilot” or any other names or phrases associated with the partnership Agreement and the grant and associated branding.

22.5 The Partners may agree protocols for the handling of public relations from time to time which may override the provisions of this Clause 22.

23 Variation

- 23.1 The variation/change control provisions in this Clause 23 shall apply as a means of developing and refining and fulfilling the objectives of this Agreement.
- 23.2 If at any time during the term of this Agreement any Partner gives written notice to vary this Agreement, it shall be considered by the HFPB and if approved in writing then any such changes will be implemented by the Lead Council in accordance with the terms of this Agreement.
- 23.3 If any requested variation/change cannot be agreed or the terms of its implementation cannot be agreed, the change/variation shall not take place.

24 Waiver

- 24.1 No forbearance or delay by any Partner in enforcing its respective rights will prejudice or restrict the rights of that Partner, and no waiver of any such rights or any breach of any such contractual term will be deemed to be a waiver of any right or of any later breach.

25 Force Majeure

- 25.1 No Partner will be liable to any other for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control, including, but not limited to fire, natural disaster, flood shortage or delay of power, fuel or transport.

26 Contracts (Rights of Third Parties) Act 1999

- 26.1 Any rights of any Third Party to enforce all or part of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

27 Notice

- 27.1 All formal notices relating to this Agreement shall be in writing and shall be given by hand, pre-paid first class post (or in accordance with the Postal Services Act 2000 if applicable) to the addressee at the address given below or such other address as the addressee shall have for the time being notified to any Partner giving the notice and such notice shall be deemed to have been delivered either upon delivery if by hand or if by letter at the expiration of forty eight (48) hours after posting or if by facsimile, upon receipt. All formal notices must be delivered to the Lead Council. Upon receipt of the notice the Lead Council must notify all Partners within twenty four (24) hours of receipt.

Name	Contact Details

28 Entire Agreement

- 28.1 The terms of this Agreement together with the contents of the Schedules constitute the entire agreement between the Partners with respect to the subject matter of this Agreement and supersede all previous communications, representation, understandings and agreement and any representation promise or condition not incorporated in this Agreement shall not be binding on Partners.
- 28.2 No agreement or understanding, varying or extending any of the terms and provisions of this Agreement shall be binding upon any of the Partners unless it is agreed in accordance with the terms of this Agreement.

29 Governing Law

- 29.1 This Agreement will be governed by and construed in accordance with English Law.

30 No Partnership

- 30.1 Nothing in this Agreement shall create or be deemed to create a legal Partnership or the relationship of the employer and employee between the Partners.

31 Severability

- 31.1 If any term, condition or provision of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions or any documents referred to in this Agreement.

32 Mitigation

- 32.1 Each Partner shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Partner is entitled to bring a claim against another Partner pursuant to this Agreement.

33 Survival of Rights and Obligations

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

34. Counterparts

- 34.1 This Agreement may be executed in any number of counterparts, all of which when taken together will constitute one and the same instrument.

IN WITNESS WHEREOF each of the parties have executed this Agreement as a Deed on the day year first written

<p>EXECUTED as a DEED by BIRMINGHAM CITY COUNCIL</p> <p>in the presence of: -</p> <p>Authorised Signatory</p>	
<p>EXECUTED as a DEED by DUDLEY METROPOLITAN BOROUGH COUNCIL in the</p> <p>presence of: -</p> <p>Authorised Signatory</p>	
<p>EXECUTED as a DEED by WALSALL COUNCIL in the</p> <p>presence of: -</p> <p>Authorised Signatory</p>	
<p>EXECUTED as a DEED by COVENTRY CITY COUNCIL in</p> <p>the presence of: -</p> <p>Authorised Signatory</p>	
<p>EXECUTED as a DEED by WOLVERHAMPTON CITY</p>	

<p>COUNCIL in the presence of: - Authorised Signatory</p>	
<p>EXECUTED as a DEED by SANDWELL METROPOLITAN BOROUGH COUNCIL in the presence of: - Authorised Signatory</p>	
<p>EXECUTED as a DEED by SOLIHULL METROPOLITAN BOROUGH COUNCIL in the presence of: - Authorised Signatory</p>	

SCHEDULE 1: OBJECTIVES AND REQUIREMENTS OF THE HOUSING

FIRST PILOT

This schedule includes the following:-

Implementation Plan;

Statement of Requirements;

Mobilisation Plan – in process of being drafted .

Cross Authority Arrangements



SCHEDULE 2 – REPORTING REQUIREMENTS

Project Manager

BCC will appoint a Project Manager on behalf of the WMCA, who will be responsible for:

1. Holding monthly monitoring meetings with all Partners involved in the pilot.
2. Acting as a point of contact for the Partners.
3. Mobilisation of the overall delivery of the project.
4. Ensuring each Partner is adhering to the objectives of the pilot
5. Receiving each Partner's monthly performance returns, sharing the performance returns with Partners in quarterly board meetings within fourteen (14) calendar days of the performance return date. The information given to Partners will be in a report format which details the Service Providers' performance in accordance with the targets set out in Schedule 1 – Statement of Requirements.
6. Presenting the monitoring performance of the Partner authorities to MHCLG at Bi Yearly meetings.
7. Meeting with the MCHLG to assess performance and determine the need to take any contractual action or determine the life of the services contract.
8. Monitoring this Agreement on an annual basis.
9. Providing the Partners with an end of year account to show income received expenditure and balances remaining in respect of the allocated funds from MHCLG.
10. Co-ordinating the Partner Local Authority reviews.
11. Any other relevant activity in relation to this project.
12. Work directly with the independent evaluator as detailed in Schedule 1 - Statement of Requirements.
13. Ensure reporting is undertaken as detailed in the following table:

Reporting Structure WMCA Housing First Pilot

Board Meetings with MHCLG	Project Manager	6 monthly
Board Meetings with WMCA	Local Authorities and Project Manager	Quarterly
Monitoring Returns	Local Authorities to provide written reports to Project Manager detailing delivery of identified outcomes	Monthly



SCHEDULE 3 – PARTNERS ROLES AND RESPONSIBILITIES

The Partners have agreed that the Services will be delivered as follows:

Procurement

The procurement for the delivery of the Commissioned Services will be conducted by each Partner in accordance with their own regulations.

Each Partner will work to the same model, principles and service specification however will produce individual mobilisation plans to meet objectives of the pilot.

Each Partner will be responsible for all costs associated with the procurement process and tender and award of the services contract for the Commissioned Services.

Lead Council

BCC will be the Lead Council for the purposes of administering funds and recruitment of the Project Manager role. The services contract will be a contract between the successful service provider and each Partner.

Partners will be responsible for -

Producing a project management structure to ensure all procurement issues are addressed in a timely and appropriate manner.

Produce their own project plan in relation to how the pilot will be deliver the services and how objectives detailed in Schedule 1 - Statement of Requirements, will be met.

Identifying a lead officer to attend review meetings, as arranged by the Project Manager to review project plans and timescales and to ensure that objectives are being met.

Monitoring performance of the services contract.



SCHEDULE 4 – HOUSING FIRST PROJECT BOARD

HOUSING FIRST PROJECT BOARD (title to be confirmed).

1. Composition

1.1 The Partners shall establish and maintain throughout the Agreement a Housing First Project Board (HFPB) consisting of:

1.1.1 one (1) representative to be appointed by each Partner;

1.1.2 a chairperson (the “**Chairperson**”) chosen from the representatives in accordance with paragraph 2 below.

1.2 The Partners may each substitute representatives where necessary who may vote on their behalf at meetings of the HFPB provided prior written authorisation from the relevant Partner appointing such substitute to the other Partners is given.

2. Chairperson

2.1 The Chairperson will be the Lead Council as administrative authority.

3. Functions

3.1 The functions of the HFPB shall be to discuss and determine all matters relating to the operation of this Agreement and the Services, overseeing the delivery of the Housing First project, including:

3.1.1 mobilisation of the overall delivery plan;

3.1.2 monitoring commissioning activity and performance of Commissioned Services;

3.1.3 Monitoring supply of tenancies;

3.1.4 Participate in the Independent Evaluation;

3.1.5 Direct the work of the Project manager;

3.1.6 monitor and direct any other relevant activity in relation to this partnership agreement and the Housing First Pilot.

4. Frequency of Meetings

4.1 The HFPB shall meet quarterly. However; this will be reviewed on the anniversary of the first twelve (12) months of the commencement of this partnership agreement.

5. Convening of Meetings

5.1 Notwithstanding the provisions of paragraph 4.1 above, any representative of the HFPB may convene a meeting of the HFPB at any time.

5.2 The Chairperson shall, after consultation with each representative and taking the views of all representatives into account, have the power to cancel meetings when there is insufficient business for the HFPB to consider.

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



6. Notices of Meetings

- 6.1 The Chairperson shall provide not less than five (5) Working Days notice of a meeting of the HFPB provided that in the case of emergencies, a meeting may be called at any time on such notice as may be reasonable in the circumstances.
- 6.2 Meetings of the HFPB shall subject to paragraph 6.1 of this Schedule, be held at a venue to be agreed by the HFPB and on such date and such time as was agreed by the HFPB at the previous meeting. Where such dates times and venues cannot be so agreed the Chairperson shall select the date, time and venue of the next meeting.
- 6.3 Notice of cancellation of a meeting of the HFPB must be served on all representatives not less than twenty four (24) hours before the meeting was due to commence.

7. Quorum

- 7.1 A meeting of the HFPB shall not be quorate unless representatives from each party are present. Representatives shall be deemed to be present if:
 - 7.1.1 they attend the HFPB meeting in accordance with the provisions of paragraph 7.1 or 7.1.2 below;
 - 7.1.2 if a substitute representative has been appointed in accordance with paragraph 1.2 above and is present or is attending the HFPB meeting in accordance with the provisions of paragraph 8.1 or 8.2;
 - 7.1.3 failure to achieve a quorum within thirty (30) minutes of the time advised for any meeting of the HFPB shall render the meeting adjourned for seven (7) days after which the meeting shall be reconvened; or
 - 7.1.4 any meeting of the HFPB which becomes inquorate shall cease its business until a quorum is re-established provided that such re-establishment occurs within thirty (30) minutes of the meeting being declared inquorate. Failure to re-establish a quorum within the said time limit shall render the meeting closed and it shall be re-convened in accordance with paragraph 7.1.3 above.

8. Attendance at Meetings

- 8.1 Meetings of the HFPB should normally include the attendance (in person or by substitute) of all representatives.
- 8.2 Meetings may also be held by telephone or another form of telecommunication by which each participant can hear and speak to all other participants at the same time. Details of how representatives may access such communication methods should be included in any notice provided in accordance with paragraph 6.1 above.

9. Procedure

- 9.1 In the event that the Chairperson is absent from any meeting of the HFPB another representative shall be co-opted to the Chair for that meeting by a majority of the representatives present (the "Acting Chairperson").
- 9.2 Failure to elect an Acting Chairperson pursuant to paragraph 9.1 above shall render the meeting closed and it shall be re-convened to complete its business in accordance the provisions of paragraph 7.1.3 above.

10. Voting

- 10.1 Each representative shall have one vote.



10.2 Decisions will be made by a simple majority of the representatives present at the HFPB Meeting, and in the event of any deadlock the decision shall be referred to the WMCA.

11. Minutes

11.1 Minutes of all meetings of the BCCAP (including those made by telephone and other form of telecommunication) shall be kept by the Lead Council who shall circulate copies promptly to the Partners and in any event within four (14) Working Days of the meeting.

11.2 A full set of minutes shall be kept by the Lead Council and shall be open to inspection by the Partners at any time upon reasonable request.

12. Resignation and Casual Vacancy

12.1 Any resignation by a representative shall be notified to the Partners on twenty-eight (28) days notice and such resignation shall be notified to the HFPB Governance Group at its meeting next following the effective date of resignation. For the avoidance of doubt, in the event that the resignations of representatives leave any proposed HFPB meeting inquorate, the meeting shall be reconvened in accordance with the provisions of paragraph 7.1.3 above.

12.2 It shall be the responsibility of the relevant Partner to appoint a replacement representative to the HFPB within fourteen (14) days of the effective date of a representative's resignation.

13. Interests of Representatives

13.1 No Representative shall acquire any interest in property belonging to the Partners or receive remuneration or be interested (otherwise than as a representative) in any contract entered into in relation to this Agreement or the HFPB .

13.2 Representatives shall declare in advance of a HFPB meeting any interest in relation to the agenda for the meeting. If representatives have any doubt about the relevance of an interest this should be discussed with the Chairperson. Where a conflict of interest is prejudicial in any matter being considered by the HFPB the representative with the conflict of interest shall not take part in or seek to influence in any way whatsoever the consideration or discussion of such matter including but not limited to attendance at meetings of the HFPB at these times or take part in any vote on any such matter.

13.3 The Chairperson will ensure that a register of interests is established to formally record the declarations of interest of representatives. These details will be kept up to date by means of an annual review of the register of interests in which any changes of interest declared during the preceding twelve (12) months will be incorporated.

14. Problem Solving and Dispute Avoidance or Resolution

14.1 Any dispute arising between the representatives, which the HFPB cannot resolve during a meeting of the HFPB shall be dealt with in accordance with Clause 9 (Dispute Resolution) of this Agreement.



**SCHEDULE 5 – ANNUAL FUNDING TO BE ALLOCATED TO EACH
PARTNER DURING THE TERM**

See separate spreadsheet.



SCHEDULE 6 – PAYMENT DATES

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