

## **Hertfordshire & Essex Housing Options Consortium Memorandum of Understanding**

This Memorandum of Understanding is made between:

- **Brentwood Borough Council** of the Town Hall, Ingrave Road, Brentwood, Essex, CM15 8AY
- **Broxbourne Borough Council** of Bishops' College, Churchgate, Cheshunt, Hertfordshire EN8 9XQ
- **Chelmsford District Council** of Civic Centre, Duke Street, Chelmsford, CM1 1JE
- **East Herts District Council** of East Herts Council, The Causeway, Bishops Stortford, Herts CM23 2EN
- **Epping Forest District Council** of Civic Offices, High Street, Epping, Essex CM16 4BZ
- **Uttlesford District Council** of London Road, Saffron Walden, Essex CB11 4ER

### **Purpose**

The primary purpose of this Memorandum of Understanding is to set out the shared commitment of Local Authorities in the Herts and Essex Housing Options Consortium ('HEHOC') to introduce a Choice Based Lettings Scheme ('The Scheme') in the six [6] individual member authorities, using £96,000 grant monies from the Department of Communities and Local Government ('DCLG') awarded for this purpose.

The six [6] local authorities have come together in the spirit of partnership to seek a new and innovative methodology to deliver a lettings service which offers greater customer choice and higher levels of service. As part of the delivery process for the Choice Based Lettings Scheme, the six [6] local authorities are undertaking a series of negotiations and preparations to come to a joint understanding of the way forward.

The six [6] local authorities consider that a Choice Based Lettings Scheme will achieve the greatest choice and flexibility in meeting customer needs and that there are a number of benefits from larger cross local authority schemes.

The six [6] local authorities acknowledge that by sharing expertise and knowledge they will be achieving best value and value for money.

For the avoidance of doubt, it is the intention of HEHOC that individual housing allocation schemes shall remain the sole responsibility of the individual authorities in which they operate and that responsibility for any amendments to allocation schemes to accommodate the Scheme remain the responsibility of the individual member authorities.

## **The Consortium Operational Group**

All six [6] local authorities are acknowledged as being equal in the consortium and will establish a Consortium Operational Group ('The Group') to oversee the management and delivery of the Scheme and will designate a Chair of the Operational Group who will be appointed by the six [6] local authority members. The Group will be made up of one [1] representative from each local authority consortium member who will represent their local authority and commit to work for the best possible outcomes for the Scheme.

[3] non-voting RSL representatives will also be invited to attend the Consortium Operational Group meetings.

## **Objectives**

The six [6] Local Authorities agree the key objectives for the Choice Based Lettings Scheme as:

- to work collaboratively amongst local authority and RSL partners
- to commission an existing CBL Agency to operate the Scheme on behalf of the Group
- to consult other agencies and interested organisations on the operation of the scheme
- to increase efficiency through the minimisation of implementation and ongoing costs
- to maximise the number of vacant properties that are let through the scheme
- to maximise choice accessibility and ease of operation for customers
- to ensure that vulnerable and homeless people and those who do not have English as their first language are not excluded and are able to obtain full benefits from the scheme
- to adopt a holistic housing options approach to customers
- to explore the opportunities for extending the Scheme to private sector landlords
- to share good practice on joint working with other local authorities and RSLs

## **Decision Making**

The Group shall make decisions in accordance with the following procedures:

- Any decision of the Group shall be determined by unanimous vote.
- Where no unanimous vote can be achieved it will be acceptable to proceed on a majority vote which shall be by way of a simple majority.
- Where no majority decision can be reached, the matter shall be referred to a meeting of the Directors of Housing for each Group member for resolution.

## **Withdrawal**

- Any member of the Group may permanently withdraw from the group if they so wish by giving notice to the Group of their intention to do so. The period of notice to be given for such withdrawal shall be six [6] calendar months and shall end on the last day of the operational year. After the serving of a notice to withdraw, the

Group member will then no longer be considered as a member of the group for voting or other purposes.

- Any Group member who serves notice to withdraw from the Group shall indemnify the remaining members of the Group for any additional costs the Group may incur as a result of the notice for the [6] month period following their withdrawal, provided such withdrawal does not result from the failure of a group member to comply with the terms of the agreement.

### **Appointment of the Chair**

The Chair of the Group shall be designated by the Group and this designation shall be reviewed on April 1<sup>st</sup> each year. The first item of business for the next Group meeting after the 1<sup>st</sup> April each year will be to designate a Chair for the ensuing year. The Chair may be removed at any time by the Group by a resolution passed by a majority of the Group.

### **Role of Chair**

The Chair shall seek to ensure that:

- The Group's business is conducted efficiently
- All Group members are given the opportunity to express their views
- A constructive relationship is established with any officers or consultants engaged in the Scheme
- The business of the Group is carried on effectively between meetings
- The Group's affairs are conducted in accordance with generally accepted codes of performance and propriety and to take any urgent routine decision on behalf of the Group in relation to the project in conjunction with no less than one additional local authority representative, but any decisions to change agreed principles must be discussed with the whole Group.

### **Meetings**

Meetings of the Group shall be held monthly or at any other interval that shall be determined by the members of the Group.

### **Membership**

The Herts and Essex Housing Options Consortium (HEHOC) Operational Group consists of:

Brentwood Borough Council  
Broxbourne Borough Council  
Chelmsford Borough Council  
East Herts District Council  
Epping Forest District Council  
Uttlesford District Council

In addition, there will be [3] non-voting, advisory representatives from RSLs who are part of the HEHOC project who shall be selected by the RSL Consortium for the six [6] local

authority areas. The RSL representatives will comment and advise on the development of the Scheme.

Currently the representatives are, by mutual consent:

East Thames Housing Group  
Chelmer Housing Partnership  
Swan Housing Association

### **Commitment**

It is agreed that the six [6] local authorities will work together through active participation, contribution and involvement in the development, implementation and operation of the Choice Based Lettings Scheme and this will include project management, communications, consultation and risk management leading up to the launch of the scheme.

It is the intention of the six [6] local authorities to forge a clear and binding relationship to deliver a Choice Based Lettings Scheme and to continue to work in partnership post implementation.

The current understanding by the six [6] local authorities is that the Choice Based Lettings Scheme will become operational in October 2007, although this may be subject to change as the project proceeds. Two of the partners, Chelmsford and Broxbourne, are not intending to go live before January 2008.

The Group agree to be open and transparent with each other in terms of their separate contract arrangement with suppliers, as far as is possible. The Group are committed to having the same Contract terms in each of their separate contracts with the chosen supplier, to include fees and termination arrangements, as far as is reasonable.

### **Set up and Implementation Costs**

The Group expects to incur one off costs as part of the establishment of the Scheme. The set up and implementation costs will be met by each of the Group members with each of the authorities paying their own actual costs incurred. Any balance of the DCLG grant will be shared equally and be utilised for set up and implementation. If common costs are incurred over and above the level of the DCLG grant, then these costs will be apportioned equally between the individual Group members.

Those authorities who are not in a position to go live with all of their stock on the agreed implementation date, will meet any resultant additional costs incurred by the remaining authorities.

### **Magazine Printing Costs, Distribution Costs and Other Ongoing Running Costs**

The Group anticipates that ongoing costs will be incurred on an individual member basis, based on the size of the number of adverts in the freesheet or properties let through the choice based lettings scheme.

**Ownership of Assets**

The Group agree to hold any assets including intellectual property jointly in common between the members of Group. If any Group member gives notice to withdraw from the Group then they agree to forgo any rights to any assets or property held by the Group. If the Group is dissolved then the value of any assets or intellectual property will be disposed of and any proceeds divided equally between the individual Group members.

**New Members**

The Group anticipates that from time to time that new local authorities may seek to join the Group. Such potential new members should apply formally to join the Group in their own style and the decision to admit them will be made by a majority of Group members being in favour of admission. New members must join the Group under the same conditions and contractual arrangements as the current members.

<b>Signed</b>	<b>Date</b>	<b>For</b>
.....	.....	Brentwood Borough Council
.....	.....	Broxbourne Borough Council
.....	.....	Chelmsford Borough Council
.....	.....	East Herts District Council
.....	.....	Epping Forest District Council
.....	.....	Uttlesford District Council