

SCHEDULE 9

MONITORING PROTOCOL

Effectively Managing and Monitoring Post Transfer Issues, Promises to Tenants and the North Prospect Redevelopment.

1 Introduction

The purpose of this proposal is to set out a non legally binding framework that encapsulates the formal monitoring of transfer promises and of commitment the Parties are making in this Agreement. It creates the conditions for developing an effective and collaborative partnership between the Council and the Association. While paragraph 3 of Part 2 of Schedule 5 of this Agreement has an agreed legal statement as repeated below, the Parties agree that a clear and robust framework of operational and strategic engagement will build trust and foster creative, efficient and positive working relations between the Council and the Association.

"3. INFORMATION AND LIAISON

For six years from the Completion Date, the Chief Executive of the Association (or his nominated representative, who shall be a senior officer or director of the Association) will attend quarterly liaison meetings (or at such other intervals as the Parties shall agree) with a senior officer or director of the Council and subject to any unavoidable requirements of the Data Protection Act 1998, FOIA and any other confidentiality requirements provide all necessary information reasonably and properly required by the Council to enable the Council to satisfy itself that the Association is fulfilling its obligations under this Agreement. Thereafter the Parties shall meet as often as reasonably necessary, as the Parties shall agree."

2 Governance Arrangements

While the Association will covenant to deliver the promises to tenants, the Council made the commitments to tenants in the Consultation Document. The Chief Executive of the Association (or his nominee) will present a twice yearly progress report to the Council, hosted either by the Cabinet Member(s) with responsibility for housing or by the appropriate Chair of Scrutiny. This presentation will be open to all Council Members to attend. Board members of the Association and tenant representatives will also be invited.

3 Executive and Officer Arrangements

There will be two levels of regular formal meetings between the Parties (as set out in paragraphs 3.1 and 3.3 below) and internal corporate meetings (as set out in paragraph 3.2 below).

3.1 The Council and the Association - Quarterly Partnership Meetings

Purpose - To discuss:

- Progress on the 'promises' to tenants (format to be agreed)

- Each Party's relevant strategic direction and objectives and how the Parties can work together to achieve these objectives, where appropriate
- Financial issues as a result of transfer and the robustness of financial plans
- Monitoring and reviewing the Service Level Agreements
- Monitoring the use of proceeds in the event of the Association's disposal of any part of the Property
- Issues raised by the Council's Post Transfer Core Officer Group that cannot be addressed through operational liaison meetings. This will include Core Officer Group recommendations on decisions that need to be made at a corporate level and at the formal Partnership Meeting.
- Progress of the North Prospect Project as set out in Schedule 24.

Frequency – quarterly, starting January 2010

Membership: To be agreed but suggested from the following:

Association

- Chief Executive
- Director of Housing and Neighbourhoods
- Finance Director

Council

- Director of Development
- Director of Resources
- Assistant Director Strategic Housing

Reporting Mechanism – Minutes of quarterly meeting circulated to Post Transfer Core Group (Council), Management Team (Association) and Operational Liaison meetings and for them to cascade as appropriate.

3.2 Transfer Core Groups (internal)

Purpose – To discuss and make decisions if appropriate on:

- Issues that cannot be resolved at an operational level
- Joint working on new or existing initiatives and progress made
- Issues from new protocols and SLAs

To make recommendations and/or decisions on any of the above, so that those attending Partnership Meetings have an agreed corporate view, and the authority to agree how to resolve individual issues.

Frequency – quarterly timed to be 2/3 weeks prior to Formal Partnership Meeting starting December 2009

Membership - Managers in each organisation (to be agreed) who either:

- Have responsibility to deliver services under SLAs
- Receive services under SLAs
- Are responsible for the delivery of promises to tenants
- Are responsible for monitoring the delivery of promises to tenants
- Manage services affected by services delivered through the transfer.

Reporting Mechanism – Minutes of core group copied to appropriate Assistant Directors/Directors and members of Operational Liaison Group and updates to Departmental Management Meetings, if appropriate, and Cabinet Member / Board Chair for guidance.

3.3 Operational Liaison Meetings (joint)

Purpose – To discuss:

- Day to day operational issues
- Monitoring of individual SLAs or protocols as appropriate
- Joint working on new or existing initiatives, as appropriate
- Development of new protocols where/if necessary
- Any other items relevant to service delivery

For Example:

- Allocations/ homelessness and Temporary Accommodation
- Anti Social Behaviour
- North Prospect formal Programme Board

Membership: To be agreed but based on:

- Appropriate operational managers - Council
- Appropriate operational managers - Association
- Any other relevant staff e.g. partner agencies, involved

Frequency: To be decided by managers but probably monthly, with ad hoc as necessary to resolve urgent issues.

Reporting Mechanism – Updates to relevant Management Teams and other relevant service teams. One member of each Operational Liaison Meeting should also be a member of the Core Group and take responsibility for reporting issues that cannot be resolved and need a corporate decision to the relevant Core Group.

4 Mortgage Exclusion

For the avoidance of doubt Clause 20 (Covenants) and Clause 21 (Mortgagee Exclusion) of this Agreement apply to this Schedule.