

## **Schedule 2: Service Specification**

### **1. The Services**

In accordance with the Ordering Procedure set out in Schedule 3 of the Agreement the Service Provider shall provide legal services to the Consortium Members in the following 10 Work Areas:

#### **Administrative & Corporate Governance**

Including but not limited to:

- Governance;
- Constitutional and Administrative law;
- Advice on statutory duties and functions;
- Standards and Member conduct issues;
- Monitoring officer advice and support;
- Advice, representation and support

Also covered would be legal services in relation to matters arising out of or related to the matter in question including litigation and other forms of dispute resolution.

#### **Adult Services**

Including but not limited to:

- Adult social care law;
- Deprivation of Liberty Safeguards;
- Advice on statutory duties and functions;
- Public health functions (as applicable to local government);
- Guardianship & court of protection matters;
- Coroners Inquests;
- Advice, representation and support

Also covered would be legal services in relation to matters arising out of or related to the matter in question including litigation and other forms of dispute resolution.

#### **Civil Litigation (including personal injury)**

Including any civil litigation not already included in the other Works areas, for example but not limited to:

- Personal injury litigation;
- Property litigation including possession proceedings;
- dispute resolution such as in relation to property disputes and commercial matters ;
- Public law matters such as judicial reviews and injunctions and witness support or other legal services in relation to public inquiries
- Contract disputes;
- Regulatory issues;
- Specialised litigation support;
- Anti-social behaviour;
- Debt recovery & insolvency proceedings including Care home fee recovery and deprivation of assets;
- Cost recovery and enforcement;
- Advice in relation to licensing appeals for taxi and liquor licences;
- Other civil litigation;
- Advice, representation and support

#### **Contract/Commercial/Procurement**

Including but not limited to:

- Procurement and contracts;
- Major/complex projects;
- E-commerce;
- Company law;
- Insolvency law;
- Joint ventures;
- Formation of bodies corporate;
- Corporate governance and directors' duties;
- Company secretarial services;
- Taxation (including VAT);
- Contract advice and drafting;
- Sale and acquisition of goods and services;
- Agency and distribution;
- Public private partnerships including project finance;
- Outsourcing/contracting out of services;
- Competition law;
- Regulatory law;
- Construction and infrastructure projects;
- Intellectual Property Rights;
- Advice representation and support

Also covered would be legal services in relation to matters arising out of or related to the matter in question including litigation and other forms of dispute resolution.

#### **Conveyancing/Property:**

Including but not limited to:

- Acquisitions and disposals (including relevant tax advice);
- Compulsory purchases;
- Leases, licences and conveyancing;
- Landlord and tenant matters;
- Site re-developments/ property development;
- Environmental and planning;
- Advice, representation and support

Also covered would be legal services in relation to matters arising out of or related to the matter in question including litigation and other forms of dispute resolution.

#### **Criminal Litigation**

Including but not limited to:

- Regulatory issues;
- Advice, representation and support;
- Trading standards;
- Planning, highways, and environmental enforcement;
- Anti-social behaviour;
- Health & Safety prosecutions;
- Food hygiene;
- Environmental prosecutions;
- Advice, representation and support
- Advice and representation in relation to conduct of any criminal proceedings within the remit of public or local authority powers

#### **Education**

Including but not limited to:

- Academy conversion;
- PFI academy conversions;
- Education law;
- Governance;
- Special Educational Needs advice and representation;
- Admissions and Exclusions advice;
- Clerking independent review/appeal panels;
- Education welfare;
- Advice, representation and support

Also covered would be legal services in relation to matters arising out of or related to the matter in question including litigation and other forms of dispute resolution.

## **Employment**

Including but not limited to:

- Employment law queries;
- Employment litigation;
- Equal opportunities and discrimination monitoring;
- TUPE;
- Pensions;
- Health and safety;
- Recruitment;
- Redundancies;
- Review of policies and practices;
- Organisational change/restructures/Outsourcing/contracting out;
- Advice, representation and support

Also covered would be legal services in relation to matters arising out of or related to the matter in question including litigation and other forms of dispute resolution.

## **Housing**

Including but not limited to:

- Housing law;
- Housing litigation;
- Right to Buy;
- Housing possession advice;
- Social housing & Private housing advice;
- Homelessness advice;
- Selective licencing and HMO licensing advice;
- Nuisance;
- Advice, representation and support

Also covered would be legal services in relation to matters arising out of or related to the matter in question including litigation and other forms of dispute resolution.

## **Planning/Highways/Environmental**

Including but not limited to:

- Planning law;
- Advice on development plans & CIL;
- Highways law including but not limited to drafting and advising on all regulatory agreements such as S278, S38 etc.;
- Traffic law;

- Countryside access and Rights of Way;
- Common Land law;
- Town or Village Green law;
- Transport law (including Rail & Light Rail);
- Environmental law (including Flood Risk);
- Waste law;
- Drafting and advising on planning obligations;
- Advice representation and support

Also covered would be legal services in relation to matters arising out of or related to the matter in question including litigation and other forms of dispute resolution.

## **2. Location**

2.1 Whilst the delivery of the Services does not always require a local office, the capacity of the Service Provider to be readily in attendance at no additional cost will be important for certain areas of work.

1.2 The Service Provider's attendance at the offices of Consortium Members may be required for but not limited to:

- meetings;
- for access to the Consortium Members title deeds and documents; and
- for document collection and delivery.

## **3. Client arrangements and monitoring**

### **3.1 The Consortium Co-ordinator**

3.1.1 The Consortium Co-ordinator will:

- have overall responsibility for management and co-ordination of this Agreement;
- liaise with the Service Provider in respect of matters of overall performance and quality;
- be the first point of contact in the event of any problems arising as a consequence of the overall performance of this Agreement;
- analyse all complaints and performance reports and be responsible for reporting to the Consortium Management Panel on the performance of the Service Provider.

## **4. Legal Officers**

All initial Instructions (i.e. call-offs from the Agreement) will be given by Legal Officers of the various Consortium Members. Follow up instructions for call-offs may be given by the Legal Officer or authorised client officer ("Client Officer") for the relevant Consortium Member.

## **5. Key Personnel**

For the contract overall and for each of the ten different work areas you must submit the name and designation of the fee earner who will be the lead for your firm. These, if agreed, will be the "Key Personnel" referred to in the contract with the appointed Legal Partners.

## **6. Performance**

- 6.1 The Service Provider shall undertake all steps necessary to ensure each matter is progressed promptly and is concluded and documented to the Consortium Member's satisfaction.
- 6.2 The Service Provider shall ensure that the Legal Officer and/or the Consortium Member's client officer (as directed) is kept informed of progress at regular intervals.
- 6.3 The Service Provider shall not ask or expect a Consortium Member's Legal Officer to check or approve the Services provided including any written advice unless the Service Provider has been expressly asked to do so by the relevant Consortium Member or Legal Officer.
- 6.4 The Service Provider shall bring matters of significant risk or departure from the law to the attention of the Consortium Member's Monitoring Officer and/or s151 Officer (or their equivalent) and copy in the Consortium Member's Legal Officer.
- 6.5 The Service Provider shall ensure that all of its relevant staff (including those dealing with invoices and administration of Contracts) are fully aware of the terms and conditions of this Agreement. The Consortium Member shall not accept any terms and conditions, client care letters or any other information conflicting with this Agreement submitted to it by the Service Provider. For the avoidance of doubt this Agreement takes precedence over any documentation submitted to the Consortium/Consortium Member by the Service Provider.
- 6.6 The Service Provider shall ensure that all Services provided to the Consortium Member under a Contract have due regard to the relevant Consortium Member's status as a public body and takes into account the relevant Consortium Member's statutory powers, functions, governance arrangements, constitution, financial regulations and any legislation or regulatory framework that it is subject to.
- 6.7 The Service Provider shall ensure that if any documentation needs to be sent to the relevant Consortium Member for execution that the Service Provider ensures that these are sent to the relevant Legal Officer with a cover note detailing the directions for arrangement for execution and citing the relevant approvals under which the documentation should be executed. The Service Provider should not assume that the Legal Officer has detailed knowledge of the Service being provided, the documentation being executed or the approvals that are required for execution. The Service Provider, not the Legal Officer is responsible for the provision of such information to ensure documentation is properly executed in accordance with the relevant Consortium Member's constitutional (or equivalent) requirements.
- 6.8 Should the Service Provider require the Consortium Member to transfer monies in relation to any Services being provided for example completion monies for a purchase of land (and not for the Service Provider's Fees), the Service Provider shall ensure that the Legal Officer is given reasonable notice in order to arrange for the money transfer and that all requests for a money transfer are made in writing and accompanied by a completion statement and details of the Service Provider's client account information.
- 6.9 The Service Provider will be expected to carry out self-assessment of its own performance under the terms of any Contracts awarded to it.
- 6.10 Within 30 days of each anniversary of the Commencement Date the Service Provider shall prepare and send to the Consortium Co-ordinator an annual report (Performance Report) detailing the following:-
  - 6.10.1 The number of complaints (if any) from Consortium Members it has received;
  - 6.10.2 If and how the complaint(s) was resolved;

- 6.10.3 The number of improvements notices (if any) issued by Consortium Members;
- 6.10.4 Details of any negative feedback received from Consortium Members;
- 6.10.5 Confirmation of compliance with Contract invoicing requirements.

## **7. Framework Monitoring: Reports & Review Meetings**

- 7.1 Performance of the Agreement will be monitored by the Consortium Co-ordinator and the Consortium Management Panel. This shall comprise reviewing the annual Performance Reports provided by the Service Provider and attendance by the Service Provider at a Review Meeting if requested to do so by the Consortium Co-ordinator.
- 7.3 A Review Meeting (if required) will be held in accordance with Schedule 10 to discuss the Service Provider's performance and any required improvement actions.
- 7.4 The Consortium Co-ordinator and/or the Consortium Management Panel may require additional meetings with the Service Provider on matters of concern as necessary.

## **8 Contract Monitoring**

- 8.1 Performance of the Contracts will be monitored by the relevant Consortium Member's authorised Legal Officer.
- 8.2 The Service Provider shall provide progress reports to the relevant Legal Officer at reasonable intervals for the duration of the Contract.
- 8.3 The Service Provider shall send a Feedback Assessment Form to the relevant Client Officer of the Consortium Member at the end of the Contract in accordance with paragraph 18.5.2 below.

## **9 Conflicts of interest/Confidentiality and disclosure**

- 9.1 The Service Provider shall use reasonable endeavours to positively promote the best interests of the Consortium Members within the scope of the matter in which the Service Provider is instructed.
- 9.2 The Service Providers shall have particular regard to and comply at all times with such rules of professional conduct or guidance issued from time to time by the Law Society relating to the existence or otherwise of a conflict of interest and in relation to confidentiality and disclosure. See particularly the SRA Code of Conduct 2011 **Chapter 3 (Conflicts of Interests)** and **Chapter 4 (Confidentiality and disclosure)** of the Code of Conduct.
- 9.3 The Service Providers shall not accept instructions to act for one or more Consortium Members or one or more Consortium Members and another client where there is a conflict or a significant risk of a conflict between the Service Provider and their client. If there is a conflict or a significant risk of a conflict you must not act for all or both of them unless the matter falls within the scope of the limited exceptions set out in the Code of Conduct. In accordance with Chapter 3, among other requirements and considerations, confirmation must be obtained in writing for the Service Provider to proceed to act in such limited circumstances.
- 9.4 It is desirable that the Service Providers will go beyond the professional obligation to decline instructions where there is a conflict or a significant risk of a conflict of interest and to decline to act for clients whose interests can reasonably be predicted to conflict with the interests of one or more Consortium Members in a matter in which the Service Provider acts for one or more of the Consortium Members on a related matter.
- 9.5 The Service Provider acknowledges that when acting for Consortium Members the Service Provider may obtain Confidential Information about that Consortium Member

and the specific service areas concerning the instructions which may impact on their ability to act for future clients where a risk of breaching confidentiality could arise.

## **10 Disbursements**

- 10.1 All travel costs and expenses (e.g. train fares, fuel, car parking) must be met by the Service Provider and must not be charged to the Consortium Member. No charge shall be made for time spent travelling unless travel time is spent working for a Consortium Member.
- 10.2 In the event that hotel accommodation may be required, all hotel expenditure must have the prior written approval of the Legal Officer, and the Service Provider shall present to the relevant Legal Officer evidence of agreed hotel expenditure.
- 10.3 Recoverable disbursements (e.g. photocopying, court fees) cannot be incurred without the prior approval of the relevant Legal Officer unless they are set costs/disbursements by MoJ, HMPG or the Land Registry.
- 10.4 If the Service Provider has any doubts about disbursements they should seek advance clarification and approval from the instructing Legal Officer before costs are incurred.
- 10.5 The relevant Consortium Member shall not be obliged to pay for any disbursements, save for the ones mentioned in paragraph 10.3 above, where the Service Provider does not have the relevant Legal Officer prior written approval to incur such costs save where the expenditure is urgent whereby the verbal consent of the Legal Officer is acceptable and such verbal consent should be followed up by written confirmation as soon as practicable.

## **11. Use of Counsel**

The Service Provider shall not instruct counsel unless the previous written consent of the instructing Legal Officer has been given and a fee estimate agreed. The relevant Consortium Member shall not be obliged to pay for any Counsel fees where the Service Provider does not have the Legal Officer prior written approval to incur such fees save where the expenditure is urgent whereby the verbal consent of the Legal Officer is acceptable and such verbal consent should be followed up by written confirmation as soon as practicable.

## **12. Working relationships**

- 12.1 The Service Provider will be required to develop a close working partnership with the Consortium and Consortium Members, and the other Legal Partners.
- 12.2 The Service Provider must demonstrate a comprehensive understanding of working with the public sector and must acquaint themselves with the relevant Consortium Members' internal governance procedures and internal dynamics as are applicable to the Services required under the relevant Contract.
- 12.3 The Service Provider must develop a good understanding of the complexion of the Consortium Members; and their policy objectives and become familiar with local circumstances which may be relevant to future decisions when working on individual matters.
- 12.4 How the Service Provider is fostering and promoting a partnership working ethos with Consortium Members & other Legal Partners may be reviewed throughout the duration of the Agreement through the Review Meetings or otherwise.

## **13. Positive, Flexible and Joined up approach**

- 13.1 The Service Provider must demonstrate a positive approach to public sector working. Legal advice and action must therefore provide effective and constructive solutions rather than barriers to action whilst ensuring that the Consortium and Consortium Members remain firmly within the law.

- 13.2 Advice and action must be tailored to the best interests of the instructing Consortium Member(s).
- 13.3 In working for the Consortium, the Service Provider will have to respond to considerable fluctuations in demand and to changes arising from legislation and other local and national policy initiatives.
- 13.4 The Service Provider will be expected to minimise any risks to the Consortium Members. Any situation which may have implications for the liability of the Consortium Member(s) shall be drawn immediately to the attention of the instructing Legal Officer (and, if appropriate, the Consortium Co-ordinator's) and appropriate and timely advice given as to how such risk may be avoided or minimised.
- 13.5 In working for the Consortium, the Service Provider is required to ensure that advice incorporates all relevant issues which may pertain to the matter in question, particularly when advising on multi-disciplinary projects and other matters which involve more than one legal discipline. Such advice should be co-ordinated and over-arching responses provided by the Service Provider's lead advisor on that matter.
- 13.6 Consortium Members should not be expected to contact and explain the matter to different fee earners of the Service Provider and then link different pieces of advice from each to form a coherent whole. Any failure to provide a complete and over-arching service as required will be the subject of discussion between Legal Officers and Service Providers and if notified to the Consortium Co-ordinator will be raised at Review Meetings.

#### **14 General local authority/public body law and specialist knowledge**

In order to perform the Services the Service Provider will need (and shall maintain throughout the life of the Agreement) legal specialist skills in relation to the 10 Work Areas and in particular a knowledge of local government/public body law and practice and knowledge and understanding of the general principles and experience of constitutional and administrative law and practice and must be able to demonstrate considerable depth of experience.

#### **15. Relationship with the Legal Officer & client care**

- 15.1 The Service Provider must work closely with Legal Officers as required to enable them to provide the most effective and efficient Service to their client officers, to the public and other users. However working with the relevant Legal Officer does not include the Legal Officer checking or vetting work done by the Service Provider and the Service Provider remains fully responsible for all work done and advice given under a call-off.
- 15.2 The Service Provider must demonstrate a positive commitment to this type of approach and to the development of Services over the Agreement period.
- 15.3 Only Legal Officers have authority to issue initial Instructions to the Service Provider on behalf of their client and employer Consortium Member. Client officers may supplement instructions but not issue new Instructions to any Service Provider.
- 15.4 The Service Provider owes a duty of care to the relevant instructing Consortium Member.
- 15.4 The Service Provider must be familiar with the statutory duties placed upon the Consortium Members and shall have regard to such duties and all relevant statutory powers in the provision of the Services.

#### **16. Quality**

- 16.1 The Consortium and all Consortium Members require a high-quality responsive legal service to enable them to deliver to their client departments the advice, support and



action required to implement the policies and objectives to which their organisations they are committed.

- 16.2 The Service Provider shall ensure, throughout the duration of the Agreement that each Contract is dealt with by a person suitably qualified and experienced to perform services of that nature, value and complexity relevant to that Contract.

## **17. Added Value Services**

- 17.1 The Service Provider is required to work with the other Legal Partners to deliver the Added Value Services set out in Appendix 1 to this Specification and where stipulated contribute an equal share towards the cost.

- 17.2 The Consortium Management Panel shall at the commencement of the Agreement and in consultation with the Legal Partners allocate who the lead Legal Partner will be to provide the annual training programme, quarterly newsletter, biennial conference, development network scheme, host and manage the EM Lawshare website, public relations, precedent bank, sponsorship/organisation of the Local Government Diploma & ILM courses for the first Year and the biennial lecture.

- 17.3 Before the end of the first Year the Management Panel will ,in consultation with the Legal Partners, review the allocation of the lead roles on the added Value Services listed in para 17.2 and may reallocate them if they consider that appropriate.

- 17.4 Legal Partners who are not designated the lead firm in relation to a specific Added Value Service shall nonetheless give the lead firm every reasonable assistance in delivering that service.

- 17.5 The lead Legal Partners shall send to the Consortium Coordinator quarterly a reports on their allocated Added Value Service giving details, where applicable, of:

17.5.1 usage/action/events during that period as compared to previous periods;

17.5.2 any proposals to improve the service;

17.5.3 any areas of concern;

17.5.4 Any other information the Consortium Coordinator reasonably asks for.

## **18. Requirements common to all Instructions**

### **18.1 Instructions**

Instructions to the Service Provider shall be issued in accordance with the Ordering Procedures set out in Schedule 3.

### **18.2 Allocation of work and acknowledgement**

- 18.2.1 All Instructions shall be acknowledged by the Service Provider in writing in accordance with Schedule 3.

- 18.2.2 Upon receipt of Instructions, the matter shall be allocated to the appropriate supervisor and employee of the Service Provider and a new file shall be opened with a unique reference number.

- 18.2.3 Any partner or employee of the Service Provider to whom a matter is allocated shall be suitably experienced with regard to the nature of the particular matter, shall be responsible for the conduct of that matter and all communications with regard to such matter shall be addressed through that partner or employee.

- 18.2.4 The Service Provider shall notify the Legal Officer of any change of identity of the partner or employee of the service provider to whom the case has been allocated.
- 18.2.5 The Service Provider shall have suitable arrangements to ensure that some other partner or employee suitably experienced to the work in question shall be responsible for those matters allocated to a particular partner or employee in the prolonged absence of such fee earner (a prolonged absence shall be any period of absence in excess of 28 days or such other period as the Consortium Co-ordinator shall prescribe).
- 18.2.6 The Service Provider shall ensure that suitable arrangements exist for another appropriately experienced partner or employee to take immediate responsibility for the conduct of any urgent matter, in the short-term absence of the partner or employee to whom a matter has been originally allocated.

### **18.3 Documentation and file keeping**

- 18.3.1 In order to try to reduce the use of paper in legal matters the Consortium would require the Service Provider (unless otherwise instructed) to primarily deal with matters as electronic only files so far as is possible depending on the nature of the particular matter being dealt with. The various steps required and undertaken should be clearly documented on the file on a summary sheet which shows sufficient details of work done in relation to each step. Evidence of each step shall be maintained by documentation such as correspondence, file notes, pleadings etc. Files should be kept electronically and in a tidy fashion with all documentation properly recorded in date order.
- 18.3.2 Any original documents created or completed on behalf of a Consortium Member shall be returned to the Legal Officer on completion of the matter together with electronic copies (in the format required by the Consortium Member) for ease of reference. In the case of a major project involving multiple documents each document must be returned appropriately bound and accompanied by (i) a covering letter scheduling the entire bible of documents and (ii) a summary of the project documents and their purpose with any key dates or deadlines highlighted for recording by the recipient authority.

### **18.4 Invoicing Procedure**

All matters shall be billed in accordance with the arrangements set out in Schedule 4.

### **18.5 Completion Pro-Forma and Feedback Assessment Form**

- 18.5.1 On completion of each matter the Service Provider shall send a **Completion Pro-Forma** to the instructing Legal Officer using the template set out at Schedule 6. Individual Consortium Members may vary the format of the Completion Pro-Forma to suit their needs/work type.
- 18.5.2 On completion of each matter the Service Provider shall send out a **Feedback Assessment Form** to the client officer of the Consortium Member using the template set out at Schedule 7.

### **18.6 Authorisation**

The Service Provider must be familiar with the individual Consortium Member's constitutional and financial authorisation procedures and before any matter is recommended for completion or execution the Service Provider must ensure that proper authority exists to take such action.

### **18.7 Sharing of Information and Advice Received**

The Consortium Members will share advice and information received from the Service Provider between them as they see fit. The Service Provider is deemed to have consented to the sharing of advice and information.

## **Appendix 1 – Added Value Services**

### **1. ANNUAL TRAINING PROGRAMME.**

The Service Provider together with the other Legal Partners is required to provide an annual training programme. Details of the current arrangements are set out in this Appendix and unless specifically stated otherwise the Service Provider must provide the annual training programme in the same manner (or better) as the current arrangements.

The current training programme consists of 40 - 50 free half day courses, including some workshops, tailored specifically for EM Lawshare (EMLS) member's needs. They are delivered by the Legal Partners, some jointly & some individually & each firm may be required to deliver a course on any of the 10 Work Areas.

The courses are primarily held in the Legal Partners offices though occasionally member's premises are used. The majority are held in the East Midlands but the number held outside this area is growing given our wider geographical membership. Birmingham & Sheffield venues are being increasingly well used & we anticipate courses held in London will also grow. Ideally the venues should allow the courses to be shown via video conferencing at other locations.

In the 2016/2017 1307 delegates attended 42 courses in person and another 122 watched via a video link. The average attendance was 30 but nine courses attracted 40 or over, the most popular attracting 77.

Details of the 2017/2018 programme can be seen via this link <http://www.emlawshare.co.uk/types/events/>

The hosting firms are expected to provide, free of charge, an appropriate room, a member of staff on the day to deal with the administrative arrangements, tea/coffee & a light lunch at the end of the course, normally 1pm. For those firms without suitable premises in the designated location arrangements may be made with the Consortium to provide these, usually free of charge, but the Legal Partner will have to meet the lunch & refreshment costs.

The Legal Partner selected to act as lead for the training programme must provide a training coordinator & a training administrator. The training coordinator will be primarily responsible for:

- chairing meetings of the training sub group;
- drawing up a draft programme from members preferences;
- liaising with the other Legal Partners representatives & the EM Lawshare Coordinator over the programme till a final version is agreed;
- producing a training programme brochure;
- producing quarterly progress report to the EM Lawshare coordinator;
- producing a review of the annual programme at the end of the year

The training administrator's duties will include:

- sending out the training programme brochure to members;
- sending out course invitations;
- taking bookings;
- liaising with the course presenters & hosts;
- preparing name badges
- collating the attendance records;

- collating the course feedback.

Each Legal Partner must nominate a representative to be on the training sub group and she/he will be responsible for selecting suitably knowledgeable & competent presenters to deliver the courses allocated to that firm & ensuring that all course documentation is provided to the training administrator in a timely fashion. These course notes will go on to the EM Lawshare website.

## **2. QUARTERLY NEWSLETTER**

A newsletter (Consort EM) is currently produced each quarter and this shall continue to be a requirement for this Agreement. Each Legal Partner will be required to submit an article on a topical legal issue to the lead firm by a set date. In addition to these articles the newsletter will include a "Welcome" & "Members News", both produced by the EM Lawshare coordinator, details of forthcoming training events & a "Spotlight" feature on one of the member's officers chosen by the Coordinator. An example of a newsletter can be viewed using this link <http://www.emlawshare.co.uk/resource/consortem-newsletter-13/>.

The lead Legal Partner will be responsible for ensuring the articles are received from the other Legal Partners, putting together & printing the newsletter & sending it out to members by the required deadline.

## **3. BIENNIAL CONFERENCE**

In the autumn of first (2018) & the third year of the contract the Legal Partners shall ensure that there is an EM Lawshare conference open to all members free of charge.

The past two held in 2014, at St. Georges Park the F A Headquarters in Burton on Trent, & 2016, at Loughborough University, each attracted approximately 130 delegates, including those from the Legal Partners.

The format has remained much the same for the past three conferences:

- Welcome;
- Key note speaker 1;
- Panel discussion & audience Q & A ;
- Six specialist breakout sessions (mainly delivered by Legal Partner reps);
- Lunch;
- Key note speaker 2;
- Six further breakout sessions;
- Closing remarks.

There are also novelty attractions (chocolate fountain, head massages, juice bar, Scaletrix) & sponsors stalls (e.g. Thomson Reuters, Sellick Partnership, Lexis Nexis, various counsels chambers).

The lead firm would have to chair the conference sub group, to which each firm would send a representative. It would also be responsible, in consultation with the group & lead EM Lawshare officers, for the overall organisation of the conference & in particular:

- sourcing a suitable venue;
- finding suitable key note speakers;
- agreeing the breakout sessions & who would deliver them;
- attracting & agreeing terms with sponsors;
- arranging catering;
- publicising the event ;
- Organising suitable novelty attractions.

The cost of conference, minus revenue from sponsors, will be met jointly by all the Legal Partners up to a maximum cap per firm of £2,500. The contribution per Legal Partner in 2016 was £913 & £699 in 2014.

#### **4. PUBLIC RELATIONS**

The lead firm is expected to promote the consortium by issuing media releases particularly targeting the local government press such as the Local Government Chronicle, Municipal Journal & the Local Government Lawyer. Events covered in the past have included the 100th member to join & the biennial conference at Loughborough. In addition the lead firm is expected to be proactive in using the EMLS twitter account to try to increase traffic. Tweets should certainly cover such matters as:

- training events;
- EMLS conference;
- Biennial annual lecture;
- member's job adverts;
- Other Legal Partners will be expected to tweet articles & "likes"

#### **5. WEBSITE**

EM Lawshare has its own dedicated website <https://www.emlawshare.co.uk>. This has both a public & a secure area, the latter of which is only open to members except for limited access to Legal Partners.

The secure part contains:

- the members pack;
- training material & details of forthcoming events;
- articles, videos, guided & podcasts;
- details of added value services (free phone helpline & meeting room availability) & other material.

One Legal Partner will be appointed by the Consortium Management Panel to:

- hosting & maintenance of the site;
- liaising with the supplier for support & development;
- monitoring & maintaining the site availability;
- adding new content;
- maintaining user information;
- addressing user feedback;
- protecting the domain name;
- assist in the transfer of its responsibilities to another Legal Partner

The lead firm must, prior to the contact commencing, identify a Website administrator who will be responsible for adding material, issuing passwords to members for the secure part of the site & for being the first point of contact for any questions & queries about the site. They must also forward request to join & any other general queries they receive to the Consortium Coordinator. Due to the content of the secure part of the website, the Service Provider responsible for this service must ensure appropriate information barriers are in place so that commercially sensitive information from competitor Service Providers is not shared by staff involved with administering and hosting the website with the partners or any other staff of the service provider hosting the website.

Details about the technical aspects of the site are contained in Appendix 2 of this Specification.

Intellectual property rights in the site will remain with EMLS lead authority, Nottinghamshire County Council.

## **6. PRECEDENT BANK**

In 2016 EMLS launched a precedent bank which is kept on the secure part of the website which is open only to members. The precedents, which are in Word format, are organised in ten categories which match the ten work areas plus one for debt recovery. Each Legal Partner will be allocated categories for which they are responsible & will be expected to contribute additional precedents & keep them updated.

One Legal Partner will have overall responsibility for the precedent bank & their duties will include:

- making members aware of it;
- encouraging members & other Legal Partners to contribute to it;
- ensuring precedents are properly indexed;
- reviewing the precedents and making authors aware that their documents are due for review.

## **7. DEVELOPMENT SCHEME NETWORK**

This is a pilot scheme currently being run by EMLS with three Legal Partners with the purpose of helping members to recruit, develop & retain staff. The approach used can vary but may include:

- joint recruitment;
- joint development programme & assessments;
- mentoring;
- shared training &/or shadowing;
- secondments

It is perhaps best explained by giving examples & this can be viewed using this link to the attached EMLS brochure <http://www.emlawshare.co.uk/em-development-network/>. The newly appointed Legal Partners will be expected to help develop the scheme and proactively engage in development opportunities or requests from Consortium Members.

## **8. LOCAL GOVERNMENT DIPLOMA SPONSORSHIP & LEADERSHIP & MANAGEMENT COURSE**

Each year the Legal Partners sponsor two places for solicitors or legal executives of EMLS members on the Law Society's Local Government Diploma course. The cost of this, currently £1,600 per place, will be met jointly by the Legal Partners.

The Lead firm will be responsible for:

- advertising this offer to EMLS members;
- collating the applications & dealing with queries;
- making arrangements for the judging panel to meet;
- informing the successful & unsuccessful candidates;
- liaising with the successful applicants & the Law Society;
- ensuring that the fees are paid & the applications are submitted on time;
- arranging mentoring for the successful applicants.



In addition the lead firm will arrange an Institute of Leadership & Management (ILM) skills course to be held on four days over a three month period for up to 16 participants. This will be provided by a specialist & qualified trainer. EMLS currently use Marlborough Training. The cost of this training up to £2,500 annually will be met equally by the Legal Partners.

The lead Legal Partner's responsibilities will include;

- engaging a suitable trainer;
- arranging dates & suitable venues ;
- advertising the opportunity to EMLS members;
- selecting the delegates if more than 15 apply

All to be done in consultation with the EM Lawshare Coordinator & other EMLS reps he/she considers appropriate.

## **9. USE OF MEETING ROOMS**

All Legal Partners will be expected to make meeting rooms available to Consortium Members free of charge at least one of their office locations, subject to availability & a minimum of two weeks' notice. Details of the location, & capacity of these rooms together with contact details for booking shall be given to the EMLS coordinator within a month of being appointed so that they can be included in the Members Pack sent to members.

## **10. FREE PHONE HELP LINES**

Each Legal Partner will offer a free phone help line service in each of the ten work areas. This will be to provide advice & reassurance on relatively straight forward matters on a one off basis. The time limit for such calls must be at least 15 minutes though individual firms can offer more. Prior to the contract starting Legal Partners must supply the EMLS coordinator with phone contact details for the ten work areas so these can be included in the Members Pack.

## **11. ADMINISTRATIVE SUPPORT TO THE EM LAWSHARE COORDINATOR**

One Legal Partner will be responsible for giving administrative support to the EMLS Coordinator which will include:

- Sending out all user member emails/bulletins in his/her name;
- keeping the Members Pack updated;
- assisting in sending out surveys to members & compiling the results using survey monkey or something similar

## **12. BIENNIAL LECTURE**

In the autumns of 2019 & 2021 (the second & fourth years of the contract) the biennial EMLS lecture will be held. The first event of this kind was a lecture delivered by Professor Stephen Bailey, editor of Cross on Local Government, at the University of Nottingham in 2017 & was attended by over 40 people.

The partner firm selected to lead on this in future would be required to book a high profile legal speaker, ideally an academic, & arrange for the delivery of the lecture at a suitable location, such as Nottingham or Leicester University. They would also be required to send out invitations to consortium members & make arrangements for refreshments. All costs to be met by the lead firm



### **13. Additional Added Value**

The Legal Partners shall provide any additional Added Value Services that are detailed in its Method Statements and or otherwise agreed with the Consortium Management Panel during the term of the Agreement.

#### **NOTE**

All Legal Partners will be required to submit quarterly progress report to the EMLS coordinator on the area/s they are allocated to lead on.

## **APPENDIX 2 – WEBSITE REQUIREMENTS**

The site which is hosted on <https://www.emlawshare.co.uk> requires the following service criteria:

### **Technical hosting**

- Dedicated Windows 4 core server (currently on Intel Xeon X3360 at 2.83GHz with 4GB RAM and 240GB HDD)
- SSL certificate
- Wordpress CMS

### **Service Provider (Lead Legal Partner) services**

- Monitoring and maintaining site availability
- Adding new content to the website
- Creating new content, forms etc.
- Maintaining user information
- Addressing user feedback
- Monthly/annual reporting

### **Assumptions**

The following assumptions are required to ensure that the website will continue delivering the same service taking into potential eventualities and future service provision.

### **Security**

The Service Provider must complete the NCC Externally Hosted Applications Questionnaire which includes an assessment of appropriate Information Security controls to protect the confidentiality, integrity and availability of information stored on the website.

Data MUST NOT be accessible by other entities other than those defined in contract schedules.

Data should be encrypted where confidentiality is required.

### **Software and design**

1. Access, management and authoring of the website to be done via standard browsers such as Internet Explorer, Google Chrome, Safari and Firefox without the need for additional software or plugins.
2. Delivery of the website in a responsive manner, therefore ensuring that it will be accessible through a range of platforms.
3. The website and all administration interfaces, are required to exceed the basic level of compliance that the World Wide Web Consortium (W3C) recommend in their Website Content Accessibility Guidelines (WCAG) version 2.0 and achieve double A compliance. Double A checkpoints that are not met should be identified as part of the

tender response. Any additional accessibility or disability testing that has been carried out should also be outlined

4. Load time of web pages served by the Content Management System should on average not exceed 5 seconds.
5. The successful bidder will ensure that all content and services are migrated from the original Service Provider with a minimum of service disruption.

## **Support**

1. Technical support is required to be available during the service support hours of 8am until 5pm weekdays.
2. Where the live service of the website is affected (site down) the Service Provider will respond to incidents within a time period of 15 minutes.
3. Where service availability of the website is affected the Service Provider will respond to these within a time period of 1 hour.
4. Incident resolution will be carried out on a priority basis. Full service outages to be fixed within a period of 4 service support hours, all other incidents to fixed within a period of 24 service support hours.
5. Planned outages are communicated to the customer with a minimum of 7 calendar days' notice.
6. Uptime of the website will be monitored by the successful bidder with a minimum site availability of 99.8% during service support hours.
7. Core service hours are between 8am and 8pm during weekdays and 9am and 1pm on Saturdays. It is expected that the successful bidder will endeavour to maintain availability outside the core service hours.
8. Statistics such as visitor numbers, page views and geographic spread will be provided to the customer through Google Analytics.
9. Resilience of the website and services should be provisioned by the Service Provider.
10. The Service Provider is expected to monitor availability and performance of the website and take corrective action when required.
11. The Service Provider will provide a service (telephone and/or email) during service support hours for the logging of incidents and request for information, advice or action.