

Cabinet 17th March 2005

Item No. 14 - APPENDIX

DRAFT DATED 2004

THE KENT COUNTY COUNCIL (1)

AND

KENT BETTER HOMES ACTIVE LIVESPROJECT
PARTNERSHIP AGREEMENT

THIS AGREEMENT is made on

2004

Item No. 14 - APPENDIX

BETWEEN

- (1) **THE KENT COUNTY COUNCIL** of County Hall, Maidstone, Kent ME14 1XQ (the “**County Council**”) and
 - (2)
 - (3)
 - (4)
 - (5)
 - (6)
 - (7)
 - (8)
 - (9)
 - (10)
 - (11)
 - (12) (the “**District Councils**”)
- (together, the “**Parties**”)

WHEREAS

- A.** The Parties (having consulted as required) are each satisfied that they have the legal power to enter into this Agreement
- B.** The Parties wish to proceed jointly with a sheltered housing and social care project (the “**Better Homes Active LivesProject**”), financed under the Private Finance Initiative (“**PFI**”), leading to the letting of a contract for the construction, financing and facilities management of new build dwellings in the numbers and at the locations indicated in Schedule 2 to this Agreement
- C.** The Better Homes Active LivesProject will form part of a continuum of integrated housing and social care services designed to meet the existing and future health and social needs of communities in Kent.
- D.** The Parties acknowledge that prior to the letting of the PFI Agreement a further, more detailed, agreement between them will be required to regulate the Parties obligations in respect of the PFI Agreement and use of the Dwellings (the ‘**Back to Back Agreement**’).

Item No. 14 - APPENDIX

E. This Agreement sets out the terms and conditions on which the Parties agree and undertake to work together to assess (through the preparation of an Outline Business Case and the further steps referred to in Schedule 1 and (if viable and subject to funding) to progress the Better Homes Active LivesProject up to but not including the letting of the PFI Agreement.

IT IS HEREBY AGREED as follows:

Definitions

In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:

- “Advisers”** : those financial, legal and other advisers appointed under Clause 2.2;
- “Agreed Contributions”** : those contributions from the County Council and each District Council to the Project Costs as shown, in relation to Project Costs incurred up to and including Approval of the Outline Business Case, in Schedule 3 and as varied pursuant to Clause 4.3 and in relation to Project Costs incurred thereafter as shown in the Final Business Case;
- “Agreement”** : this agreement;
- “Approved” or “Approval”** : approved or approval in accordance with the relevant Standing Orders adopted by the District Council or County Council or any codes, rules, regulations or delegated authority made or given by, under or referred to in those Standing Orders;
- “Dwelling”** : a housing unit constructed, financed and managed pursuant to the Better Homes Active LivesProject;
- “Dwelling Sites”** : the sites shown on the Plans;
- “FBC Approval Date”** : [] or such other date as the Parties shall agree;

Item No. 14 - APPENDIX

- “Full Business Case”** : the full business case to be prepared by the County Council in consultation with the Project Board in relation to the Better Homes Active LivesProject;
- “OBC Approval Date”** : [] or such other date as the Parties shall agree;
- “Official Guidance”** : any applicable guidance or directions with which a local authority is bound to comply in the drawing up of a PFI Agreement or in the conduct of meetings;
- “Outline Business Case”** : the outline business case to be prepared by the County Council in consultation with the Project Board in relation to the Better Homes Active LivesProject;
- “PFI Agreement”** : the contract to be let with the PFI Contractor for the construction, financing and facilities management of the Dwellings;
- “PFI Contractor”** : the body or consortium with which, following a call for competition pursuant to the Regulations, the PFI Agreement is entered into;
- “PFI Housing Group”** : the body or bodies established by the Parties pursuant to this Agreement and more particularly described in Schedule 5
- “Plan”** : is the plan attached to this Agreement as Annex A;
- “Proceed Date”** : [] or such other date as the Parties shall agree, the earliest such date being that on which all the requirements of Clause 6.1 have been satisfied;
- “Project Board”** : the project management panel appointed by the Parties pursuant to this Agreement and as more particularly described in Schedule 4 with responsibility for the management and oversight of the Better Homes Active

Item No. 14 - APPENDIX

LivesProject on and subject to the terms of this Agreement;

- “Project Costs”** : those costs properly incurred and approved by the Project Board in connection with the Better Homes Active LivesProject as referred to in Clause 4;
- “Project Sponsors”** : together the Chief Executives of the District Councils and the Strategic Director of Social Services of the County Council;
- “Regulations”** : the Public Works Contracts Regulations (SI 1991 No. 2680), the Public Services Contracts Regulations (SI 1993 No. 3228), the Public Supply Contracts Regulations (SI 1995 No. 201) and the Public Contracts (Works, Services and Supply) (Amendment) Regulations (SI 2000 No. 2009) as each or any shall be applicable to the Better Homes Active LivesProject.

1. Interpretation

- 1.1 In this Agreement where the context so admits the singular shall include the plural and vice versa.
- 1.2 References to Clauses, Plans, Schedules and Annexes are references to the relevant clauses of, or plan schedule or annex to, this Agreement.
- 1.3 Any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document.
- 1.4 Any reference to any enactment, order, regulation or other similar instrument shall include such instrument as amended, replaced, consolidated or re-enacted.
- 1.5 Any headings in this Agreement are for ease of reference only.
- 1.6 The Schedules to this Agreement form part of this Agreement.

Item No. 14 - APPENDIX

2. Undertakings of the County Council

2.1 Lead partner

Subject to Clauses 3 and 4, the County Council shall be the lead partner for the purposes of this Agreement and for the purposes of the implementation of the Better Homes Active Lives Project.

2.2 Appointment of Advisers

Subject to ratification by the Project Board, the County Council will appoint on behalf of the Parties, advisers for the Better Homes Active Lives Project including, without limitation, lawyers, financial advisers, project managers, and such other advisers as the Project Board shall deem necessary.

2.3 Business Case

The County Council has prepared an Outline Business Case for which each of the Parties undertakes to seek Approval. The Outline Business Case provides the mandate for the project.

2.4 Procurement of Services

The County Council shall, subject to the terms of this Agreement and of the Back to Back Agreement, progress the Project in consultation with the Project Board with a view to procuring on behalf of the Parties the services of a PFI Contractor to fulfil the Better Homes Active Lives Project.

2.5 Specification of the PFI Agreement

In consultation with the Project Board, taking into account the advice of the Advisers, and in compliance with the Official Guidance the County Council shall formulate the specifications and the terms on which it is proposed that the PFI Agreement for the design, building, financing and facilities management of the Better Homes Active Lives Project will be let.

2.6 Progress Updates

The County Council will keep the other Parties informed on a regular basis through the Project Board and the PFI Stakeholder Groups as to the progress with the specifications and terms referred to in Clause 2.6 and generally in respect of the Better Homes Active Lives Housing Project.

3. Undertakings of the District Councils

In addition to the undertakings set out in Clauses 4 and 5, the District Councils undertake to assist the County Council in fulfilling its undertakings as set out in

Item No. 14 - APPENDIX

Clause 2 including, without limitation, the provision of suitably qualified representatives of the District Councils to the PFI Stakeholder Groups and the Project Board, and using reasonable endeavours to obtain Approval for the Outline Business Case and the Final Business Case as soon as practicable.

4. Project Board

- 4.1 The Parties will establish a Project Board to oversee the Better Homes Active Lives Project, the composition, functions and terms of reference of which are set out in this Agreement and more particularly in Schedule 4.
- 4.2 In the course of overseeing the project, the Project Board shall have the right to vary the scope of the project prior to the letting of the PFI Agreement, including (but subject to clause 5.3.1) the allocation of Project Costs to borne by each of the Parties, when such variation is necessitated for good and sufficient reason, including, but not limited to, the termination of this Agreement in respect of any Party or the unavailability of any suitable site(s) within the locations then specified in Schedule 2.
- 4.3 The Parties each undertake to co-operate with and assist the Project Board in the fulfilment of its functions under this Agreement and to fully comply with any protocols the Project Board may establish pursuant to its terms of reference.

5. Responsibility for Project Costs

The Parties undertake that they shall be responsible for Project Costs as follows:

- 5.1 All Project Costs incurred up to the OBC Approval Date shall be borne by the Parties according to the Agreed Contributions in schedule 3;
- 5.2 Following Approval of the Outline Business Case, the Parties shall pay for the Project Costs incurred thereafter up to the letting of the PFI Agreement according to the Agreed Contributions set out in schedule 3 and failing agreement such costs shall be borne by all the Parties in equal proportions.
- 5.3 The Agreed Contributions set out in Schedule 3 may be varied at any time prior to the entering into of the PFI Agreement:
 - 5.3.1 where the variation does not exceed +/- 35% of the Agreed Contributions, by the Project Board; or
 - 5.3.1 otherwise by agreement between the Parties.

6. Accounts

The County Council shall prepare, once every two months, budget and expenditure accounts showing in reasonable detail the Project Costs

Item No. 14 - APPENDIX

incurred as at the date of such accounts, together with projected development costs to the FBC Approval Date, and shall produce such accounts to the Project Board at the next following formally convened meeting thereof.

7. Letting of the PFI Agreement and Back to Back Agreement;

7.1 For the avoidance of doubt the letting of the PFI Agreement shall not take place unless and until the

7.1.1 District Councils have seen and approved the specifications and terms proposed for the PFI Agreement;

7.1.2 Parties have entered into the Back to Back Agreement; and

7.1.3 necessary approvals from central government have been obtained, including approval of the Full Business Case.

8. Dispute Resolution Procedure

8.1 Notification of Dispute

In the event that the Parties dispute any matter relating to the Better Homes Active Lives Project that is not resolved by the Project Board to the satisfaction of the Parties, any Party may serve written notice on the others (with a copy to all Project Board members) that a dispute has arisen.

8.2 Referral of Dispute

In the event of a notice of dispute being served pursuant to Clause 8.1, the dispute shall be referred to the Project Sponsors for resolution, who shall use all reasonable endeavours to agree in good faith to a resolution of the dispute within 14 days of the reference to them.

8.3. Arbitration

In the event that the Project Sponsors cannot agree to resolve any dispute referred to them pursuant to Clause 8.2 within the timescale referred to therein or within such longer period as they may agree, any Party may refer such dispute to the arbitration of a single arbitrator conducted in accordance with the Arbitration Acts 1996 for the time being appointed with the agreement of all the Parties or, in default of agreement, appointed on the request of any party by the President for the time being of the Chartered Institute of Arbitrators.

9. Confidentiality & Documents

9.1 Duty of Confidentiality

Item No. 14 - APPENDIX

The parties shall keep confidential all commercial matters relating to specification and terms of the PFI Agreement, shall follow any confidentiality protocols laid down by the Project Board and shall use their respective reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any commercial matter relating to the PFI Agreement.

9.2 Permitted Disclosure

Clause 9.1 shall not apply to:-

9.2.1 any disclosure of information that is reasonably required by a Party engaged in the performance of its obligations under this Agreement;

9.2.2 any matter which a Party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this Clause;

9.2.3 any disclosure to enable a determination to be made under the Dispute Resolution Procedure;

9.2.4 any disclosure which is required by any law (including any order of a court of competent jurisdiction), any Parliamentary obligation or the rules of any governmental or regulatory authority having the force of law;

9.2.5 any disclosure of information which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;

9.2.6 any disclosure by the County Council of information relating to the design, construction, operation and maintenance of the Better Homes Active Lives Project and such other information as may be reasonably required for the purpose of conducting a due diligence exercise to any proposed contractor, its advisers and lenders should the Project Board decide to let the PFI Agreement;

9.2.7 any disclosure for the purpose of:-

9.2.7.1 the examination and certification of the Authority's or the Contractor's accounts; or

9.2.7.2 any examination pursuant to the Local Government Act 1999 of the economy, efficiency and effectiveness with which the Authority has performed its functions;

9.2.7.3 complying with obligations under the Freedom of Information Act 2000 or any order or regulation made thereunder

Item No. 14 - APPENDIX

9.3 Documents & Records

All documents and records relating to the draft terms and specifications of the PFI Agreement shall be and remain the property of the County Council and shall at the request of the County Council be surrendered to and retained by the County Council on the Termination of this Agreement for any reason other than the entering into of the PFI Agreement.

10. **Termination**

10.1 Term

10.1.1 For the avoidance of doubt, this Agreement shall, save as provided in Clause 10.1.2, terminate forthwith (except with regard to prior breach and/or Project Costs already incurred) upon:

- (a) failure by the Parties to obtain Approval for the Outline Business Case by the OBC Approval Date
- (b) failure of the Project Board to approve the letting of the PFI Agreement by the Proceed Date
- (c) failure by the Parties to obtain central government approval for the Final Business Case by the FBC Approval Date
- (d) the actual entering into of the PFI Agreement

10.1.2 In the case of (a) and (b) above, those Parties obtaining Approval by the relevant date shall have the right to opt to serve notice of Termination in like kind and manner to a notice under Clause 10.2.1 on any Party not having obtained Approval and where such notice is served this Agreement shall terminate forthwith as between the Parties having obtained Approval and any Party not having obtained Approval and Clauses 10.4.3 and 10.4.4 shall apply.

10.2. Termination on breach

In the event of a material breach of any of the obligations of any Party under this Agreement, the non-defaulting Parties may elect:

10.2.1 by written notice to the defaulting Party (copied to the Project Board) to terminate this Agreement forthwith as between the non-defaulting Parties and the defaulting Party

10.2.2 where it does not seem to them viable to continue with the Better Homes Active Lives Project with the non-defaulting Parties alone, by written notice to the defaulting Party (copied to the Project Board) to terminate this Agreement forthwith.

10.3 Termination on Notice

Item No. 14 - APPENDIX

Any Party may elect by written notice served on each of the other Parties (copied to the Project Board) to terminate its participation in this Agreement forthwith.

10.4. Effect of Termination

10.4.1 Termination of this Agreement in accordance with its terms shall not affect the obligation of any Party to make contributions to the Project Costs pursuant to Clause 5.

10.4.2 In the event of Termination pursuant to Clause 10.1.1 each Party shall be liable forthwith to pay the balance of its share of any Project Costs incurred to the date of Termination, including such costs, if any, as might be occasioned by the act of Termination.

10.4.3 In the event of Termination pursuant to Clause 10.1.2, Clause 10.2 or Clause 10.3, a Party having failed to obtain Approval, a defaulting Party under clause 10.2 or a Party serving notice under Clause 10.3 shall be liable to pay forthwith the balance of its Agreed Contribution to the Project Costs, which balance shall be first applied toward the payment of any Project Costs incurred but yet to be reimbursed at the date of Termination and any remainder distributed to the other Parties (save to any that is itself at that time a Party on whom written notice has been served pursuant to Clause 10.1.2 or Clause 10.2.1 or a Party having served notice pursuant to Clause 10.3) in proportion to their respective Agreed Contributions.

10.4.4 In the event of Termination pursuant to Clause 10.2.2, the non-defaulting Parties shall each pay such proportion of the balance of their respective Agreed Contributions as is required to meet any Project Costs incurred but yet to be reimbursed at the date of Termination.

10.4.5 In the event of Termination pursuant to Clause 10.1.2 or Clause 10.2.1 this Agreement shall continue subject to its terms as between the Parties serving notice and the term "Parties" and "District Councils" as appropriate shall thenceforth and in this context be construed as referring to them.

11. Amendments

This Agreement may only be amended by agreement in writing between each of the Parties.

12. Notices

Any notice or other document to be served under this Agreement may be delivered or sent by pre-paid first class recorded delivery post to the Party to be served at its address appearing in this Agreement or at such other address as it

Item No. 14 - APPENDIX

may have notified to the other Parties in accordance with this Clause and shall (where the party to be served is not an individual) pre-marked for the attention of the Project Sponsors. Any notice or document shall be deemed to have been served;

- (a) if delivered, at the time of delivery; or
- (b) if posted, 48 hours after it was placed in the post.

13. Assignment

No other rights or obligations under this Agreement may be assigned or transferred without the prior written consent of the other Parties, save that the benefit (subject to the obligations) of this Agreement shall inure to the successors of either Party.

14. Governing Law

This Agreement is governed by and shall be construed in accordance with the English law and each of the Parties submit to the exclusive jurisdiction of the English Courts.

15. Third Party Rights

No person who may benefit from all or any part of this Agreement shall have any rights of enforcement under the Contracts (Rights of Third Parties) Act 1999.

16. Warranties

Each of the Parties warrants to each of the others that it has the power to enter into this Agreement

IN WITNESS whereof the Parties have executed and delivered this Agreement as a deed the day and year first before written

THE COMMON SEAL of)

THE KENT COUNTY COUNCIL)

was hereunto affixed)

in the presence of:-

(Authorised Signatory)

Item No. 14 - APPENDIX

THE COMMON SEAL of)

)

was hereunto affixed)

in the presence of:-

(Authorised Signatory)

Schedule 1

Outline Business Case

Preparation of all Output Specification, Invitation to Negotiate, Financial Model, all other PFI Agreement Documentation including Funders' Agreement, Payment Mechanism

Back to Back Agreement

Final Business Case – including the PFI Agreement and all associated agreements.

Item No. 14 - APPENDIX**Schedule 2**Numbers and Locations of the Better Homes Active Lives Project Units

| Units | Location |
|--|---------------------|
| Extra Care sheltered housing units for Older People | |
| 40 | Shepway |
| 40 | Thanet |
| 40 | Ashford |
| 40 | Maidstone |
| 40 | Dover |
| 40 | Tunbridge Wells |
| 20) Combined 40 (| Dartford |
| 20) unit scheme (| Sevenoaks |
| Total: 280 | |
| Supported living for people with Learning Disabilities | |
| 8 unit cluster | Dartford |
| 6 unit cluster | Dover |
| 6 unit cluster | Tonbridge & Malling |
| 12 unit cluster (including 6 distinct for mental health users) | Thanet |
| 6 unit cluster | Canterbury |
| 6 unit cluster | Swale |
| 6 unit cluster | Maidstone |
| 6 unit cluster | Shepway |
| 6 unit cluster | Ashford |
| Total: 62 | |

Item No. 14 - APPENDIX

Schedule 3

Project Costs and Agreed Contributions up to the FBC Approval Date**Breakdown of Costs**

| Outline Business Case | 2004/05 | 2005/06 | 2006/07 | Grand Total |
|-------------------------------|---------------|----------|----------|---------------|
| External advisors | | | | |
| Legal | 0 | 0 | 0 | 0 |
| Financial | 13,000 | 0 | 0 | 13,000 |
| Technical incl planning | 2,000 | 0 | 0 | 2,000 |
| Insurance | | 0 | 0 | 0 |
| Total | 15,000 | 0 | 0 | 15,000 |
| Internal Costs | | | | |
| Head of PPP | 5,000 | 0 | 0 | 5,000 |
| Project Manager | 18,750 | 0 | 0 | 18,750 |
| Admin Support | 7,200 | 0 | 0 | 7,200 |
| Financial Support | 2,500 | 0 | 0 | 2,500 |
| Legal Services | 1,000 | 0 | 0 | 1,000 |
| Meeting and Refreshment costs | 500 | 0 | 0 | 500 |
| Total | 34,950 | 0 | 0 | 34,950 |
| Grand Total | 49,950 | 0 | 0 | 49,950 |

| Procurement Phase | 2004/05 | 2005/06 | 2006/07 | Grand Total |
|-------------------------------|---------------|----------------|----------------|----------------|
| External advisors | | | | |
| Legal | 20,000 | 60,000 | 120,000 | 200,000 |
| Financial | 20,000 | 55,000 | 50,000 | 125,000 |
| Technical incl planning | 20,000 | 45,000 | 15,000 | 80,000 |
| Insurance | 2,500 | 2,000 | 3,000 | 7,500 |
| Other | 0 | 2,500 | 2,500 | 5,000 |
| Total | 62,500 | 164,500 | 190,500 | 417,500 |
| Internal Costs | | | | |
| Head of PPP | 2,633 | 10,849 | 6,518 | 20,000 |
| Project Manager | 9,033 | 37,217 | 28,750 | 75,000 |
| Admin Support | 4,215 | 17,368 | 13,417 | 35,000 |
| Financial Support | 2,633 | 10,849 | 6,518 | 20,000 |
| Legal Services | 6,000 | 13,500 | 10,500 | 30,000 |
| Meeting and Refreshment costs | 1,000 | 2,000 | 2,000 | 5,000 |
| Total | 25,515 | 91,782 | 67,703 | 185,000 |
| Grand Total | 88,015 | 256,282 | 258,203 | 602,500 |

| | | | | |
|--|----------------|----------------|----------------|----------------|
| Total OBC and Procurement Phase | 137,965 | 256,282 | 258,203 | 652,450 |
|--|----------------|----------------|----------------|----------------|

Item No. 14 - APPENDIX

Allocation of Costs
- Agreed
Contributions

| Allocation of Costs | Number of units | 2004/05 | 2005/06 | 2006/07 | Total | Outline Business Case | Procurement Phase |
|------------------------------|-----------------|----------------|----------------|----------------|----------------|-----------------------|-------------------|
| Kent County Council | - | 43,239 | 53,181 | 53,580 | 150,000 | 24,975 | 125,025 |
| Shepway | 46 | 11,652 | 27,318 | 27,522 | 66,492 | 2,270 | 64,222 |
| Thanet | 52 | 12,876 | 30,881 | 31,112 | 74,869 | 2,270 | 72,599 |
| Ashford | 46 | 11,652 | 27,318 | 27,522 | 66,492 | 2,270 | 64,222 |
| Maidstone | 46 | 11,652 | 27,318 | 27,522 | 66,492 | 2,270 | 64,222 |
| Dover | 46 | 11,652 | 27,318 | 27,522 | 66,492 | 2,270 | 64,222 |
| Tunbridge Wells | 40 | 10,428 | 23,754 | 23,933 | 58,115 | 2,270 | 55,845 |
| Dartford | 28 | 7,981 | 16,628 | 16,753 | 41,362 | 2,270 | 39,092 |
| Sevenoaks | 20 | 6,349 | 11,877 | 11,966 | 30,193 | 2,270 | 27,923 |
| Tonbridge and Malling | 6 | 3,494 | 3,563 | 3,590 | 10,647 | 2,270 | 8,377 |
| Canterbury | 6 | 3,494 | 3,563 | 3,590 | 10,647 | 2,270 | 8,377 |
| Swale | 6 | 3,494 | 3,563 | 3,590 | 10,647 | 2,270 | 8,377 |
| Total | 342 | 137,965 | 256,282 | 258,203 | 652,450 | 49,950 | 602,500 |
| | | | | | | Outline Business Case | 49,950 |
| | | | | | | Procurement Phase | 602,500 |
| | | | | | | | 652,450 |

Schedule 4

The Project Board

1. Composition

- 1.1 The Project Board shall consist of nine members, being six Housing representatives of the District Councils and two representatives of the County Council.
- 1.2 The six representatives of the District Councils shall be drawn in equal numbers from each of the two District Council Housing Groups i.e. three from West Kent and three from East Kent 1.3 In addition, the Project Director and the Project Manager appointed by the County Council as lead partner together with a representative of each of the Office of the Deputy Prime Minister and 4Ps shall have the right to attend, but not vote, at all meetings of the Project Board

2. Chair

At the first meeting of the Project Board (and thereafter at the first regularly convened meeting following the Chair becoming for any reason vacant), the members shall, on a simple majority, elect one of their number as Chair.

3. Secretary

The Project Support Assistant shall act as Secretary to the Project Board.

3. Meetings

The Project Board shall meet not less than once every two months until the PFI Agreement has been let or the Agreement has been terminated.

4. Quorum

A meeting of the Project Board shall not be Quorate unless at least one member from West Kent, and one member from East Kent and the County Council is present.

5. Procedures

The Project Board shall adopt such procedures as it sees fit for the conduct of its meetings or its affairs, provided that such procedures shall not be inconsistent with the provisions of this Schedule, the objects of this Agreement or the requirements of any relevant Official Guidance.

6. Terms of reference

Item No. 14 - APPENDIX

- 6.1 The Project Board shall, within the overall funding available through Agreed Contributions, have oversight of all Project Costs, including, without limitation, those associated with the appointment of advisers by the County Council, and shall have the right to establish protocols governing the incurring and authorisation of Project Costs
- 6.2 For the purposes of maintaining any commercial confidences, the Project Board shall establish any protocols it considers necessary in relation to the disclosure of information by the Parties or any of them to third parties.
- [6.3 *What other activities/responsibilities will the PB be required to undertake?*]

The Project Board will oversee the development of the Specification for the Housing and will approve each major iteration of the Output Specification document.

Representatives of the Project Board will participate in the evaluation of bids in relation to the project and will approve the Preferred Bidder.

Schedule 5

PFI Stakeholder Group

1. The County Council and District Councils shall establish a Stakeholder Groups for the purpose of reviewing, facilitating, influencing and communicating progress with the Better Homes Active Lives Project.

2. **The Group shall consist of:**

Housing Directors of each of the Partner Authorities

Together with:

- representation from Health;
- the County Council Social Services Area Director(s); and/or
- 3 x area representatives of the County Council Social Services Directorate.