

Barnet residents and Barnet Labour Party submit **133** questions on the DRS Capita takeover proposal



Mr Reasonable via his Blog [here](#) has submitted the following questions

1. How much additional gross revenue is required to generate the net income growth share to Barnet of £33.8 million?
2. What circumstances have changed between March 2011 and today to justify a tripling in net income growth?
3. In the March 2011 business case it stated that cost reductions over the period of the contract would amount to £19.7 million yet the Capita bid suggests the savings are now forecast at only £5.3 million or just over £500,000 per annum. What reason has been given for a saving that is only 26.9% of that originally forecast.
4. At Table 7.1 in the business case it illustrates that the DRS staff numbers will stay relatively static over the period of the contract. How can the same number of staff generate so much more additional revenue?
5. At Table 8.2 in the business case it suggests that the £5.3m guaranteed benefit represents a saving of 3.5% of costs. It also says that CSL will retain 13% of the cost savings as their fee. Based on my calculation that means that CSL will receive £31.8 million of the costs reduction. Does this seem to be an equitable split of cost savings?
6. Where will the 21% reduction of core operating costs be made given that staff numbers are virtually unchanged over the period of the contract.
7. At Table 8.2 in the business cases it states that pre-purchasing of graves will deliver additional benefit. As an advance payment for a service to be provided in the future surely it should not be counted as additional revenue?

8. At Table 8.2 in the business cases it states that there will be extended opening hours (at Hendon Cemetery and Crematorium) and additional cremation activities. What opening hours are envisaged and will this mean that local residents will have to wait longer for their loved ones to be cremated unless they choose an early morning or late night slot?
9. How much additional highways advertising will we be forced to endure in order to generate the additional £9.8 million of guaranteed benefit?
10. Of the £6 million investment in IT what is the phasing of that investment over the 10 year contract period, what specific software will be purchased and what mechanism is in place to ensure that the money promised is actually spent?
11. Where specifically will the DRS staff be located?
12. How many posts will be joint employment contracts?
13. What happens if council and Members' do not approve new services or changes to fee levels or fee structures and how does this impact on the guarantees?
14. If the contract is terminated early how much will Barnet have to pay CSL in compensation?
15. When a planning decision is made, who will make that decision, a Barnet council employee, a Capita employee or an employee of a new joint venture company?
16. Given that the report states that Capita Symonds will maximise the financial and economic benefits of new developments including increase receipts of New Homes Bonus what reassurance can we have that they will not push through massive new housing developments simply because they have a financial incentive to do so?
17. Who will sit on the board of the Council wholly owned company that will manage its interests in the Joint venture company, how many company directors will be created and how much will they be paid?
18. Will directors of the Council wholly owned company sit on the board of the joint venture company and what level of decision making will they have discretion over?
19. What provisions are in place to stop the directors of the council wholly owned company or the joint venture from paying themselves excessive salaries?
20. What is the anticipated level of corporation tax payable by the joint venture company over the ten year period of the contract?
21. On page 12 of the business case it states that one of the reasons why a joint venture was favoured over the original strategic partnership is that "the risks were

lower". Please can you clarify which risks are lower under the JV model and are there any risks that are higher?

22. At page 14 in the business case it states that the council reserves the right to veto salary and rewards schemes above £150,000. Is that £150,000 in total for all DRS staff or £150,000 to any one individual?

23. At the end of the 10 year contract how will the joint venture be dissolved, what liabilities will accrue to the Barnet wholly owned company and how will DRS staff be separated from the staff carrying out duties for other customers?

24. Why are 30 posts to be added in year one only for them to be removed in year two, will the posts to be removed in year two be the individuals that were brought in in year one and what safeguards do existing staff have that Capita will not simply bring in 30 new staff on much lower terms and conditions and then make 30 Council TUPE'd staff redundant at the end of year two.

25. At the end of the contract can the shares in the JV owned by the Barnet wholly owned company be sold to a third party?

26. Why was this report cleared by Trowers & Hamlins not the council's own legal service (outsourced to Harrow Council) and does this not represent a massive conflict of interest given that Trowers & Hamlins have provided legal advice on the outsourcing project?

27. Why were registration services included in the 2011 business case but excluded from the Capita bid and who will provide registration services when the DRS contract is let?

28. Please can you tell me what, specifically, is the Barnet Observatory?

29. Is there any requirement in the contract for Capita Symonds to hold open meetings with the general public to explain what they are proposing and how the new contract will operate?

30. Will the chairman consider setting up a separate workshop meeting open to and involving members of the public at which a more detailed analysis of the contract proposals can be discussed.

Barnet Alliance for Public Service via their website [here](#) have submitted the following questions.

1. On Page 4 – “Contractual elements” - ‘Joint venture shareholders agreement’.

Please provide the details of this shared arrangement?

Is it 50:50 for Barnet work and is this split differently (if so, what) for work elsewhere?

2. On Page 4 – Staffing impacts” –

‘£500 per person per annum... invested in training and development ...’

How does this compare with current spend levels within the Council?

‘30 additional posts brought into Barnet ...’

What are these roles? Are these existing CSL employees? Who pays for these employees?

‘30.1 posts removed from year 2....’

Are they the same staff, does this mean that staff numbers are neutral or is there is a cumulative loss of 60.1 FTE posts after the first year?

3. On Page 5 - **“Guaranteed investment”**.

How is the £8.2m being divided between the three identified investment areas?
Who owns / controls the intellectual property?

4. On Page 11 - **The Joint Venture Approach**

The JV diagram is complex, but even so it over-simplifies the situation. The council is represented twice (correctly) as a single entity, but in reality is composed of multiple elements (including the executive, scrutiny, residents/traders, other stakeholders etc.) ‘Services designed around (residents) etc’ but where do they fit into the JV model –

What are the other links and dependencies which are not shown on the diagram?

In order for there to be better scrutiny of the JV operation, can the linkages to elected Members, residents and other key groups be shown, explaining how it works for them?

5. On Page 13 - the 'non-competition' area for the JV covers the administrative areas of 150 councils.

Has Barnet Council contacted any of the 150 to discuss their views on the Barnet JV effectively seeking exclusivity for CSL's service provision in this field?

6. On Page 15 – *‘Weakness minimised’* – Second bullet point refers to the financial arrangements of the JV company but there are no details.

In the interests of transparency please provide the information which elected Members have seen in order that they are able to assess the risk of the capability of the JV Company to carry out Barnet work to agreed standards and provide the anticipated financial benefit.

7. On page 16 – The table on this page tends to state how the benefit to the Council will be limited.

In the interests of transparency please provide the information which elected members can assess corporate risk about the relationship between the Council and CSL within the JV company arrangement.

8. On Page 22 - First bullet point:

How is customer satisfaction to be measured and what happens if this key commitment is not realised as defined?

9. On Page 22 - Fourth bullet point :

How is this to be monitored – what are the targets, milestones and reporting framework to inform elected Members?

10. On Page 23 - Second (black) bullet point : *‘Implementation of ‘life event’ based customer contact management processes ...’*

What does this mean?

How will customers’ personal information data be protected – will this be held by CSL?

11. On Page 38 - *“Table 8.2 Cost reduction”*

What is the actual “13% CSL partner fee” amount?

Are there any other elements within the DRS area where other partner fees will be charged?

12. On Page 38 - *“Table 8.2 Income increase”*

How much of the £18m “guaranteed” benefit will be earned from work undertaken outside Barnet?

13. On Page 36 - **‘Table 7.1 DRS Staff Numbers’**

Staff numbers are being reduced in six of the twelve groups. In particular, the Regeneration team is being reduced by 18%. This is a key stated area for CSL as they anticipate significant additional income streams from this activity area.

Please provide an explanation be given as to how this will be achieved with less staff?

14. On Page 40 - Transfer of Assets

What Highways assets will be transferred?

Will traffic signs etc. become an asset of the JV company? If not, will the new signs etc. installed by the JV company become the property of the council?

Has there been any investigation into possible legal restrictions on the transfer of highway assets to the JV/private company?

15. On Page 49 - “Risk Area – Commissioning Group” -‘Key posts in Commissioning Group not filled’

Are the opportunities open to existing Barnet staff? Apparently work has already started to fill these vacancies.

16. On Page 10, paragraph 3.1, the report refers to the Council owning shares.

How many shares are owned by CSL?

How many Shares are owned by Barnet Council?

17. On Page 38, paragraph 8.2 and throughout the report reference is made to ‘financial benefits’ which can be a catchall expression for a number of things. It is my understanding that financial benefits can include real cash savings and aspirational income.

In light of the evidence in this report that critical to the success of this high profile outsourcing project it needs to secure 86% growth. Can members of scrutiny ask officers to answer the following:

- Explain what is meant by financial benefits?
- How much of the so called guaranteed financial benefit of £39.1m will be in hard cash to enable the Council manage Council Tax levels and the Medium Term Financial Strategy requirements?

18. Paragraph 3.1 How can benefit cuts and the requirement for people on housing benefit to contribute to council tax support families and individuals that need it and how can they promote well-being, and what evidence is there that they can and do?

19. Paragraph 3.1 How can the Council’s lack of consultation and restriction of dialogue with residents improve the satisfaction of residents and businesses in the borough, and what evidence is there that they can and do?

20. Paragraph 4.2 In the table: Financing/Insolvency, and elsewhere

It has been confirmed by councillors at previous committee meetings that a parent guarantee is worthless if the parent company itself fails, so why do you continue to accept parent guarantees throughout this agreement rather than a third-party guarantee?

21. Paragraph 4.2 In the table: Financing/ Provider is unable... income

The wording here is unclear and therefore unsafe. Who is the 'provider'?

If it is the preferred bidder and that entity and the council are partners in a joint venture, this reads 'The preferred bidder and the council as partners in the JV will make up the shortfall in guaranteed financial benefit', which is clearly nonsense.

- How can there be a shortfall is something that is guaranteed?
- How can the JV, of which the provider is a part, make up for that provider's failure?
- If the JV is supposed to be earning money for LBB, why would LBB be paying the provider anything?

22. Paragraph 4.2 Core service performance/Inadequate specification

Re the 'extensive work and review carried out', can the specifications now be guaranteed, without caveat, to be adequate in every way?

23. Paragraph 4.2 Core service performance/Inadequate design, resourcing, methods

For the controls to be applied, there would need to be supervision of all the services. Who will be responsible for supervision and does the contract use the word 'supervision' in this context in all relevant clauses?

24. Paragraph 4.2 Resilience

Who is supervising the PIs and KPIs? IF the contract mentions only 'monitoring', what steps has the council taken or will it take to ensure that the contract stipulates who is responsible for 'supervision'?

25. Paragraph 4.2 Resilience: inadequate arrangements

How does a (presumably financial) penalty compensate or in any way help anyone affected by the failure of KPIs in this or any other context?

26. Paragraph 4.2 Volume/Change in demand

If 'increased costs will be offset in some instances by increased income',

- what are those instances or types of instance?
- what happens in other instances: is there no offset and therefore a loss, or is there offset by some other means?
- how can an increase in income be guaranteed?
- what happens if there is no increase in income?

27. Paragraph 4.2 Joint Venture/transfer of risk

If the contract contains ‘the same performance and financial requirements and guarantees as a direct contract with the bidder’, exactly why is the JV a better arrangement?

28. Paragraph 4.2 Joint Venture/Unsustainable levels of debt

- It is clear that a loan can be voted, but as a debt describes a situation that has occurred, precisely how will the council veto a debt?
- What impact will vetoing a debt have on the delivery and quality of services?
- Why is a debt of £1m considered acceptable, who would the debt be to, and what rate of interest to service the debt has been included in the business plan, and what happens if the rate increases beyond that forecast?

29. Paragraph 4.2 Financial probity/lack of transparency

- How does the fact that LBB will have a single director on the JV board guarantee transparency in the JV’s finances?
- What power does a single director have in making decisions?
- Who will this person be, how will he or she be appointed, and for what length of time will he or she be on the board?
- Since the borough will be an almost equal shareholder in the JV, will residents have a right to vote for the people nominated as directors at successive AGMs?

30. Paragraph 4.2 Financial probity/weak project commercials

- Who were the internal and the external specialists who conducted the reviews?
- Did any of these reviewers have *any* relationship to or with the council or the bidders?
- How many reports are there and what do they say about the commercial elements? If you refuse to answer that reasonable question, to what degree

do the reports agree with each other and in what specific ways do they not agree?

31. Paragraph 4.2 Non-delegable statutory duties

- Has the legality of making an officer a joint employee of the council and the JV for the specific purpose of trying to get around the non-delegable aspect of statutory duties been examined and confirmed, and if so, by whom?
- What is the mechanism that controls when an employee is working for the council and when he or she is working for the JV? Will they be working on the non-delegable duties full time?
- If these non-delegable duties are in fact being delegated to the JV, to whom at the council will such a joint employee be responsible? And if, indeed, there is anyone left at the council to whom such an employee can be responsible, why are these duties being delegated to the JV?
- If such employees in fact are responsible only to a superior at the JV, how can their independence of action be guaranteed and be shown to be operating?
- How will the joint employee's (or employees') pay be worked out: will the council pay them a set percentage of their salary directly or will the JV pay them directly and be reimbursed by the council?

32. Paragraph 4.3 Re ensuring contract management arrangements are effectively structured and resourced, how long is the contract, how long have you had to scrutinize it, and what form does this scrutiny take, e.g. do you actually read it?

33. Paragraph 5.8 Involving citizens

- 'A key strategic objective for this procurement has been to secure a strategic partner who will enable a new relationship with citizens' : what is the nature of that new relationship intended to be?
- 'This requires understanding citizens better in order to design and commission intelligently for their needs, finding ways to involve

citizens more in service design and delivery, and better integrating local community groups into service delivery.' Given the deplorable and illegal lack of consultation with the residents of the borough, how has this better understanding been achieved, what ways have been found to involve citizens, and how is it envisaged that local community groups will be better integrated into service delivery? How do you refute that this is a way of saying the intention is to find ways to dump the responsibility for, and therefore costs of, public services on to the residents and their community organisations?

34. Paragraph 5.19 Re 'As part of its contract monitoring arrangements, the council will rigorously monitor the partner's adherence...' and regarding similar phrases elsewhere, how do you explain your understanding of the difference(s) between 'monitoring' and 'supervising' and the legal implications of each term, and can you ensure that 'supervising' is used in all such phrases and clauses?
35. Paragraph 6.24 Given that the proposal is for a JV, why is it only Capita Symonds that is reporting on KPIs and PIs? Why doesn't the contract stipulate independent, objective monitoring of KPIs and PIs rather than allowing one shareholder to control performance? In what way is this safer than, for example, allowing an embezzler to audit the books? In what way is this a *joint* venture if one party has control of all the action?
36. Paragraph 6.25 What are the circumstances in which the 'council can require introduction of new PIs and KPIs, are there any associated costs, and does Capita Symonds have any right of refusal?
37. Paragraph 6.25 • In what circumstances would the council 'want to make targets more ambitious'?
- What is the change mechanism that allows this and does it have any associated costs, restrictions or caveats?
 - If the council is wanting to make changes, why is it Capita Symonds rather than the council that would be providing options to be considered?
38. Paragraph 6.26 Does the wording of the relevant clause(s) allow for the possibility that in future years the strategic objectives of the council might be to return services to in-house provision?
39. Paragraph 6.27 Re 'The council's contract has a sustainability clause, requiring (amongst other things) ...', what are the 'other things'?
40. Paragraph 6.28 • Given that the phrase 'forming a joint venture ... residents' is meaningless verbiage, please specify what a Barnet Observatory will be, how it will be staffed, what it will do, how long it will exist , where it will be located and how the money will be spent.
- What form will the new business support and advisory services take and will they be free?
 - what in practical terms is meant by 'give support to local town centre forums' and what forums are these?

- How do each of these measures relate to the delivery of the eleven specific services for which the JV is supposedly being formed?
41. Paragraph 7.8 As well as provisions that enable the council to monitor performance, what structures, resources or mechanisms have been designed and will be implemented to ensure monitoring occurs and at what intervals?
 42. Paragraph 7.9
 - Since when does the listing of a company on the Stock Exchange guarantee its financial strength for a 10-year period?
 - What is the council's record on assessing the financial strength of contract partners in the last year?
 - Why wait until a company fails to get a performance bond, which it might not be able to supply in the circumstances.
 43. Paragraph 7.11 What are the provisions and what are the grounds?
 44. Paragraph 7.12 What is the value of the heads of compensation?
 45. Paragraph 9.1 Is Hendon Cemetery and Crematorium the only one to be included in the JV, and if so, who will be responsible for the other cemeteries and crematoria in the borough and why are they not all considered together?
 - There is a real concern that the JV might result in increased costs for cemetery or crematorium services and that many people might not be able to afford to pay for these. As it has been stated in the Council that people shouldn't live in Barnet if they can't afford it, is it now the Council's position that people should not die in Barnet if they cannot afford the funeral?

Barnet Labour Party via their website [here](#) have submitted the 58 questions

1. On page four of the Executive Summary it states under 'Financial Benefits "£39.1m over 10 years guaranteed, derived from a mixture of cost savings and income growth"

How is the council to receive the benefit ie. regularly or at the end of the contract?

Is there a minimum business volume?

Is the council's element of the financial cashable benefit to be provided by the joint venture (JV) company? If so, what is the overall benefit target for the JV company?

2. On Page 4 - "Commercial highlights" - 'Large potential for further benefits '

Please define what 'large' means and please confirm if elected Members have been provided with any evidence that there are other authorities keen to buy into the Barnet approach?

3. On Page 5 - "Contract savings" – it says £39.1m benefit is split £5.3m cost savings, £33.8m NET income growth. Therefore circa 86% of benefit to be provided by growth, very little in comparison comes from savings. This seems very high risk.

If contract savings are guaranteed then does this equate to **more** cost savings required, if so, how?

What is the risk of CSL pulling out or renegotiating (as happened with the street lighting PFI contract) if income growth fails to meet the projection?

4. On Page 5 – **“Additional financial benefits”**.

- What are 'the .additional commercial proposals'?
- How can CSL guarantee '...further financial benefits of several million pounds.'?

5. On Page 6 - **"Benefits for residents" in reference to online reporting systems**

If it is easier to report online, more people will do it - is the funding available to meet raised customer expectations, or will this lead to customer dissatisfaction?

Significant numbers of residents and customers have protected characteristics (18% are 60+, 12% with disabilities and 36% black & ethnic minority groups).

How are the proposed new customer engagement processes able to maintain access for these people and others who have a preferred method of contact?

6. On Page 6 - **“Benefits for Members” – ‘single point of contact’**

This proposes that member contact will only be through a dedicated team ie. elected Members will **no longer** have **direct** access to frontline staff (ie. if there is a highways problem eg. a pothole.

Will the councillor be able to speak directly to someone in Highways as currently happens?

7. On Page 7 - **“Benefits for the local economy”- ‘maximising the financial and economic benefits ..including Community Infrastructure Levy and localised Business Rate..’**

How will increasing the fees for developers and a levy on local businesses and shopkeepers benefit the local economy in a sustained period of austerity?

8. On Page 7 - Option of terminating the procurement process ... ‘The council does not currently have sufficient capacity or expertise to guarantee that all of this can be achieved concurrently.’

Does this mean that elected Members also have the same lack of “capacity and expertise” which would affect their ability to make an educated and balanced decision to outsource?

The business case suggests that terminating the procurement process or reducing the scope (eg. maintaining some services in-house) is not an acceptable option for legal reasons and/or the costs of compensating tenderers. If this is so, the Project Board have left elected Members with no alternative choice but to proceed and, if so,

How do elected Members know that it is the best choice for Barnet?

9. On Page 8 - ‘The indications from Government are that further reductions will be made until at least 2017/18, extending the current period of austerity to the end of the decade’ and further on in the report it states “A large proportion of this cost is recovered from fees for services, such as planning applications, and from third parties, such as development partners.’

In light of the above comment please provide the evidence councillors have seen which assures them that this is not a high risk business case.

10. On Page 12 - “Why make use of joint venture instead of a strategic partnership?” – ‘The key feature that emerged during dialogue was the commercial potential that the bidders saw in the DRS services and their ability to provide these services for other Authorities’.

Firstly, can you confirm that commercial potential is “**the key feature**” of the deal?

Secondly, what does the reference to “commercial potential” mean for people living in Barnet? Will there be increases in fees and charges which will hit our people severely, especially as the business case recognises that we are in a period of austerity when there is little generic growth?

Thirdly, there is a clear intention to trade with other authorities. Will this take work and expertise away from Barnet? In the absence of any JV fee details for non-Barnet work, what will be the financial benefit to the council of work outside Barnet?

11. On Page 14 reference made to - veto on incentives –

Is the £150k level in relation to the bonus value, or the total remuneration for the individual?

12. On page 25 - “Joint Employment”

The council sees this as the way of getting around the issue of non-delegable functions/duties. Although this has been “dialogued” with bidders (and reference to a drafting insert provided by the council’s legal team), there is no reference to seeking legal opinion on this proposal, has one been obtained?

Has the council been advised on the risk of legal challenge on decisions made by joint employees?

Particularly relevant would be how issues around conflict of interest/whistleblowing would be addressed eg. a JV/council employee who would be entitled to incentives (financial) may not feel inclined to blow the whistle on inappropriate/unlawful activity by the JV company.

What happens when the non-delegable functions conflict with the business interests of the JV company?

What would happen to the JV if the law is changed and non-delegable duties can only be performed by wholly employed council staff?

13. On Page 38 - ‘Table 8.2 Income growth areas – Hendon Cemetery & Crematorium - Pre-purchased graves, Extending opening hours, Additional cremation activities.’

Where is the innovation in this, why can’t the council do this now anyway?

Why would there be income growth from people pre-purchasing graves, surely this is a re-scheduling of income?

Extended opening hours/additional cremation activities presumably depend on an increase in the number of people dying – is this realistic given Barnet’s demographic trends (people living longer/increase in younger population)?

What is the risk of competition from other boroughs and/or (new) private operators?

14. On Page 38 - ‘Table 8.2 Income growth areas – Highways - Streetworks management (coring), highways advertising.’

Why isn’t the council doing this already?

Can further details be provided regarding the issue of ‘Highway Advertising’ as there is an existing long term, roadside advertising contract with JC Decaux and large areas of the borough have controls on advertising?

Will the JV planning staff have a conflict of interest in considering advertising consent for “highway advertising” as there will be a financial benefit to the JV if consent is given?

15. On Page 51 - “Table 10.1 Dependencies list – Approval of commercial proposals” - ‘Some may involve offering new services or changes to fee levels of fee structures that may need more in depth consideration.’

Can more information be provided e.g. by how much would fees/charges possibly be changed?

What would happen if elected Members do not approve any changes?

How would this impact on the guaranteed financial benefit?

16. On Page 53 -“12.2 Intelligent Client and Contract Management”

The whole section is rather thin and confusing and provides inadequate explanation as to how the contract will be managed for the benefit of the community and compliant with all legislation and good practice. The number of staff involved in the management of the DRS contract is not detailed, other than being part of the work of multi-functional teams.

How will be client be intelligent and aware so that the contractor’s performance can be adequately monitored?

Cllr Arjun Mittra – submitted questions on DRS to Budget & Performance:

1) What action will be taken to mitigate against residents with protected characteristics being unable to access web based services?

2) What use is improved data collection for concerns about potholes if there is nothing that can apparently be done to mitigate against these concerns?

3) To whom does responsibility for the provisions within the contract fall if the Council is abolished or ceases to exist?

4) If the parent company suffers financial distress, how can it provide securities, much less find funds to secure a bond?

5) If the parent company collapses, but the Joint venture is still financially robust, what will the impact be on the Joint venture?

6) Can shares in the JV be sold by either side, and does the Council have control over whom to?

7) If CSL pull out of the contract, are there financial penalties for them accruing to the Council?

8) If service levels underperform and the Council consequently reduces payments, will payments for the service areas be reduced?

9) What are the change provisions within the contract to deal with policy changes?

10) When was it first decided that the preferred option for the DRS was to undertake a joint venture?

11) When was the leader of the Council told the preferred delivery model was a JV? When did he agree to it?

12) What details are specified under 6.17, Annex 1?

13) What happens if CSL find they cannot deliver the DRS program on the funds allocated? If the Council decides they will not provide more funds, and the contract is terminated, is the fault on the part on CSL, and will Barnet Council receive compensation?

14) Are there other circumstances than above where Barnet Council will receive compensation from CSL on termination of the contract?

15) If it becomes Council policy to become a Fair Trade Council, or a Living Wage council, will the DRS JV be covered by those policies?

16) What form will the "Barnet Observatory" take?

17) Is CSL obligated to hand over a viable organisation under all circumstances, including acrimonious dispute?

18) How will CSL decide who stays as part of their organisation and who goes back to Barnet Council at the end of the contract?

19) Will all staff be dedicated to Barnet Council, or will they be shared with other JV clients?

20) Will current Barnet staff TUPE'd to CSL, who serve the duration of the 10 year contract be re-TUPE'd back at the end?

21) Why does the Council have to set up a wholly owned subsidiary?

22) Who will be on the Board of directors of the Wholly owned subsidiary?

23) Can the Wholly owned subsidiary be sold, either in part or full?

24) Who will be on the partnership board of the JV?

25) Who will be on the Directory board of the JV?

26) Is it not the case that the system that offers the greatest level of control, transparency and confidence to other potential public sector partners is the Council itself?

27) If the 2010 options appraisals saying that a JV carried a higher level of risks was wrong, and that a strategic partnership should be preferred; Is it not possible that the current recommendations are wrong, and subject to revision?

28) is there not an inherent risk that Barnet Council staff, who are public sector workers, do not wish to work in the private sector and do not feel comfortable with profit maximisation as a consideration in their work?

29) The EIP recognises staff maybe unused to touting for business, and the mitigation will be training. How does that deal with the underlying risk that some Council staff will not be comfortable with being salespeople?

30) Why does Table 3.2 state the Council has “limited commercial ability to deliver the higher levels of income that would help meet the Council’s financial objectives” when most of the proposals are simply to raise fees on existing paid for services?

31) If one of the aims of the Contract is to create “a new relationship with citizens” then why have they not been consulted?

32) How is CSL making profit out of this contract?

33) What in the contract is undeliverable by an in house bid, none of which has yet been considered?

34) If members do not agree to charge and fee rises, how is that dealt with? Are CSL still guaranteed to deliver savings?

35) Why are 30 extra staff needed in year 1 only of the contract?

36) What are the cost reductions identified in Table 8.2 (Appendix 1)?

37) Why are the other 4 income increases identified in Table 8.2 (Appendix 1) undeliverable by the Council alone?

38) Why is there only a guarantee that the contract will not be signed during the Alcatel period, and not before the JR is finished in Table 9.5?

39) Why is recruitment for the commissioning board being undertaken before Councillors have had a chance to scrutinise, let alone agree the contract?

40) How will costs to customers be “minimised” under 1.2.4 (Appendix 2) when the entire project consists of fee rises?

41) Any “Profit” the JV makes is shared with CSL and subject to dividends. Can it be confirmed that that is not the case with an in house model?

42) What is the total value of the contract?

43) If there is another recession, can CSL claim it as an excuse for not delivering on business growth KPI’s or are they set in stone?

Want to know more about One Barnet and the DRS Capita take over?

1. What is One Barnet watch this short animation <http://ning.it/Qp5Adx>
2. UNISON report on One Barnet DRS contract <http://ning.it/11OQWIQ>
3. UNISON financial report on One Barnet DRS contract <http://ning.it/12mocvO>
4. One hundred PLUS reasons why One Barnet is high risk and bad for residents and services <http://ning.it/NAyJLY>
5. 397 jobs "The true cost of One Barnet outsourcing" <http://ning.it/11OSuMT>

