



ADVANCED PUBLICATION OF REPORTS

This publication gives five clear working days' notice of the decisions listed below.

These decisions are due to be signed by individual Cabinet Members
and operational key decision makers.

Once signed all decisions will be published on the Council's
Publication of Decisions List.

1. **SUNGARD DATA CENTRE - HOSTING AND DE-COMMISSIONING SERVICES** (Pages 1 - 4)
2. **TRANSLATION AND INTERPRETING SHARED SERVICE PARTNERSHIP EXTENSION** (Pages 5 - 10)

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MUNICIPAL YEAR 2018/2019 REPORT NO.**ACTION TO BE TAKEN UNDER
DELEGATED AUTHORITY**

OPERATIONAL DECISION OF:
Director of Customer
Experience & Change

Agenda – Part: 1	KD Num: 4540
Subject: SunGard Data Centre – Hosting and Decommissioning Services	
Wards: n/a	

Contact officer and telephone number:

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1. RECOMMENDATIONS

To seek approval to award the renewal contract for Data Centre services provided by SunGard for the period until they are decommissioned on 31st July 2019. Contract value is £435,246.87.

2. BACKGROUND

Since the Council insourced the ICT service in June 2016, it has used SunGard to provide an external data centre at an annual contracted cost of around £1.4m per year. The ICT Infrastructure Programme will create a hybrid infrastructure including on site Data Centre and use of Cloud storage which will remove the requirement for an external data centre by the end of July.

The contract is to cover the period from 1st February to 31st July including any costs of decommissioning on a decreasing basis as items are removed from the data centre, which is why the costs are not pro-rated based on an annual cost. This is already commencing with the move of systems such as Skype for Business, LAGAN, Northgate Housing and SAP from the data centre which reduces storage costs.

**1. COMMENTS OF THE DIRECTOR OF FINANCE AND OTHER
DEPARTMENTS****4.1 Financial Implications**

This is part of the annual running costs of the ICT service and charged to FG0230 at a cost of £1.4m per annum. The ICT Infrastructure DAR demonstrates that this will be saved on annual basis from 2020/21 onwards.

The contract cost of £435,246.87 is a pro-rated amount to the end of July, including costs of decommissioning and still contributes to a saving in 2019/20 as referenced in the Infrastructure DAR.

4.2 Legal Implications

Section 111 of the Local Government Act 1972 permits local authorities to do anything which is calculated to facilitate or is conducive or incidental to the discharge of their functions.

Furthermore, the Council has a general power of competence under Section 1(1) of the Localism Act 2011 to do anything that individuals may do, provided that it is not prohibited by legislation and subject to public law principles.

The Council will need to ensure that any contracts which are entered into pursuant to the IT rationalisation programme are procured in accordance with the Public Contracts Regulations 2015 (where applicable) and the Council's Contract Procedure Rules.

The contracts will need to be in a form approved by the Director of Law and Governance.

This will be a Key Decision as it involves expenditure of more than £250,000 and therefore the Key Decision governance process will need to be followed (see CPR 1.22.4).

The Council needs to be mindful that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply to any future service provision change, and legal advice should be sought on this at the appropriate time.

4.3 Property Implications

The data centre build will not impact the ability of 3rd party occupants to host services in the Civic Centre server room.

4.4 Procurement Implications

As the existing provider, SunGard are the only supplier that can undertake this work, and they have offered the service through G-Cloud 10. EY have worked with Procurement to attempt to reduce the costs in consultation with SunGard.

This approach was approved at the P&C Board on 12th March 2019.

4.5 HR Implications

None

4.6 ICT Implications

This is to maintain the existing service until the end of July 2019. The Infrastructure DAR covers ICT implications of changing the service.

5. ALTERNATIVE OPTIONS CONSIDERED

The following options have been considered:

5.1 Do nothing

We will have no service provision without renewing the SunGard contract. This can be discounted.

5.2 Tender for a new data centre contract with alternative supplier

This is not feasible, since the existing supplier will be ceasing to supply as part of this including any decommissioning, therefore we do not wish to move to another supplier, just to decommission.

6. REASONS FOR RECOMMENDATIONS

Proceeding with this proposal will provide business continuity and support until the Data Centre is decommissioned. Costs are within the existing ICT Budget, but the decommissioning work is essential for the Infrastructure Programme to take place.

7. KEY RISKS

The risks of not proceeding with the recommendations in this report are as follows:

- **Timescales/Costs:** We do not complete decommissioning in line with Infrastructure Programme **Mitigation:** Timescale allows for a contingency and also Infrastructure programme includes contingency for additional spend.
- **Resilience:** SunGard are already providing the service without contract, so failure to sign means no service provision **Mitigation:** EY have made contact regarding intent to sign contract to maintain service.

8. IMPACT ON COUNCIL PRIORITIES

8.1 Good homes in well-connected neighbourhoods

- Applications hosted in the data centre support delivery of all ICT services which in turn support all the council priorities

8.2 Sustain strong and healthy communities

- Applications hosted in the data centre support delivery of all ICT services which in turn support all the council priorities

8.3 Build our local economy to create a thriving place

- Applications hosted in the data centre support delivery of all ICT services which in turn support all the council priorities

9 EQUALITIES IMPACT IMPLICATIONS

N/A

10. PERFORMANCE MANAGEMENT IMPLICATIONS

Key Performance Indicators in line with existing service provision, supporting the current ICT KPI's. There are no new implications as this a continuation of service.

11. HEALTH AND SAFETY IMPLICATIONS

N/A.

12. HUMAN RESOURCES IMPLICATIONS

N/A.

13. PUBLIC HEALTH IMPLICATIONS

N/A

Background Papers

N/A.

MUNICIPAL YEAR 2019/2020 REPORT NO. **KD 4890**

ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

**OPERATIONAL
DECISION OF:**
Executive Director of
Resources

Agenda – Part: 1	Item:
Subject: Translation and Interpreting Shared service Partnership extension Wards: All Key Decision No:	
Cabinet Member consulted: Cllr Mary Macguire	

Contact officer and telephone number: Mark Morgan - 020 8375 8085

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1. EXECUTIVE SUMMARY

This report seeks approval to extend the current shared service Partnership Agreement for the provision of Translation and Interpreting (T & I) Services until 31 March 2024.

Under the Partnership Agreement, the London Borough of Newham is the Host Partner and provides the Translation and Interpretation Service to the partners through its in-house Language Shop ("The Language Shop"). The Partnership includes a number of Councils and Health Authorities, including the London Borough of Redbridge, the London Borough of Hackney and Barts Health NHS trust. The parties agree to work in a collaborative, mutually beneficial and transparent way. Members of the partnership only pay for the services used and there is no up-front subscription.

The Agreement originally commenced on 6 October 2011. It was extended in April 2014 and is due to expire on 31 March 2019. The Partnership enables Enfield Council to continue to ensure that it is offering equality in access and excellent customer care for all service users, thereby making sure that the council remains compliant with the Public Sector Equality Duty (The Equality Act 2010).

2. RECOMMENDATIONS

To agree to vary the term of the existing shared service Partnership Agreement for the provision of T & I to allow it to continue for a further five years.

3. BACKGROUND

3.1 The Shared Services Partnership was set up in 2011 to address public sector concerns regarding the delivery and use of T & I services:

- Use of unqualified linguists with a high degree of variation in terms of skills and performance
- Use of linguists that were not vetted for security or right to work
- Over-charging
- Fragmented provision that was disjointed with poor management information

3.2 The Shared Services Partnership has successfully addressed the above concerns and has gone on to develop innovations that have delivered year on year improvements while delivering greater value for money. Members of the partnership only pay for the services used and there is no up-front subscription.

3.3 Each team in Enfield Council is responsible for paying for their translation and interpreting costs from their own budgets. An invoice is received monthly from the Language Shop (TLS) breaking down the details of the individual assignments and charges, so each team can easily monitor their usage.

3.4 Enfield Council's monthly cost of T & I is approximately £15,000 plus VAT per calendar month (£180,000 per annum).

3.5 Enfield Council can give notice at any time of our intention to quit and must only serve a nine month notice period.

3.6 The Partnership Agreement was entered into on the basis that the arrangement would not engage European procurement rules.

3.7 Enfield Council has seen a 17% decrease in interpreting requests from 2015 to 2018. The Language Shop works in partnership with us to optimise efficiency and maximise value.

3.8 Local community growth and development is at the heart of The Language Shop's objectives and TLS contributes a significant amount to the local economy – over 460 interpreters are actively working in the North/East London area. In the financial year of 2017/18, TLS paid their interpreters a collective amount of over £1.4 million.

3.9 The shared services model is increasingly adopted in the public sector as a pragmatic and procurement compliant response to declining budgets and a commissioning-based approach. For example, at the end of 2017 there were almost 500 such arrangements in the UK public sector, creating savings of £643m in total (source: Local Government Association). It reduces costs through economies of scale and pooled resources.

4. ALTERNATIVE OPTIONS CONSIDERED

4.1 Tendering

4.1.1 Tendering for language services puts the Shared Services Member at risk of low cost, low-quality language service providers. The risk posed to service users by these providers has been made clear by recent court cases and high-profile Serious Case Reviews.

4.1.2 Some suppliers do not adequately and efficiently pay interpreters (many of whom are likely to be local citizens) for the work undertaken. The Shared Services Partnership have made the ethical treatment of the supply chain (linguists delivering the service) a priority and there is a commitment to pay 75% of the language fee to interpreters – this principle is difficult to mandate and then enforce within a standard procurement process.

4.1.3 Supplier focuses on maximising profit. The Shared Services arrangement ensures that funding is available for service improvements and that any surpluses are re-invested back into delivery. The Shared Services Agreement operates a full cost-recovery model, this is unlikely to be the case with a commercially procured arrangement.

4.1.4 A cost comparison exercise was carried out in 2018 with other councils. The results showed that TLS's charges gives excellent value for money:

	TLS	Council 1	Council 2	Council 3
Face to face interpreting cost per hour	£26	£33	£30	£40

5. REASONS FOR RECOMMENDATIONS

5.1 As a member of the Partnership, Enfield Council can continue to ensure that it is offering equality in access and excellent customer care for all service users, thereby making sure that the council remains compliant with the Public Sector Equality Duty (The Equality Act 2010).

5.2 Members of the partnership only pay for the services used and there is no up-front subscription.

5.3 As opposed to outsourcing, it is based on collaborative working between similar organisations and a standardisation of practices. It also offers other tangible benefits. This partnership informs and shares best practice among organisations with aligned ethics and objectives, creates cashable savings, improves relationships with linguists and gives a greater focus on customer care and service delivery. Shared Service Members can influence all aspects of provision.

5.4 Enfield Council can give notice to terminate the Agreement.

5.5 It reduces costs through economies of scale and pooled resources. Therefore the rate is normally lower than if procured directly.

5.6 The partnership has set strategic objectives that benefit members, the community, linguists and incumbent providers. It is underpinned by the idea that each party's benefit is maximised through collaboration.

5.7 Members benefit from each other's knowledge and expertise. For example, The Language Shop has more than 30 years' experience in the sector and has produced guidance and support for members' staff on language trends, the benefits of channel switching and linguist development.

5.8 Free advice, training, support and consultancy particularly focused on compliance with legislation, external audit/inspections and optimising use of language services.

5.9 Feedback was obtained from Enfield Council's users of T & I services. All of the 34 responses received were happy with the current service as the quotes below show:

- *"Good availability, good professionalism, punctual."*
- *"Yes they are fab – never had an issue. Please continue with them"*
- *"very helpful and efficient."*
- *"This is an essential service for Children's Services and have always found their service easy to use, helpful and accessible."*

6. COMMENTS FROM OTHER DEPARTMENTS

6.1 Financial Implications

Under the proposed shared partnership agreement, savings of approximately 30% is being experienced in interpreting costs compared with the average across other authorities.

T&I costs are met by the Customer Operations budget (CC0003) and are fully recharged to services. The cost in 2017-18 was £197k and based on actuals to date this is expected to be a similar value in 2018-19. There is a T&I budget (a/c 50072) of £107k across the council with any balance expected to be managed locally across remaining service budgets.

6.2 Legal Implications

Legal Services stated that "If the parties are happy for the extension to go ahead and mutually agree then this is not a problem."

6.3 Property Implications

N/A

7. KEY RISKS

N/A

8. IMPACT ON COUNCIL PRIORITIES – CREATING A LIFETIME OF OPPORTUNITIES IN ENFIELD

- 8.1 The supply of Translation and Interpreting services to our community is essential in ensuring:
- good homes in well-connected neighbourhoods
 - that we sustain strong and healthy communities
 - that we build our local economy to create a thriving place

9. EQUALITIES IMPACT IMPLICATIONS

- 9.1 It was not necessary to complete an equality impact assessment.

10. PERFORMANCE AND DATA IMPLICATIONS

N/A

11. PUBLIC HEALTH IMPLICATIONS

- 11.1 If a T & I service is not offered to customers when appropriate then we are not ensuring that all can access our essential services.

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