

**To:** City Executive Board

**Date:** 12 July 2010 **Item No:** 4

**Report of:** Head of Procurement & Shared Services

**Title of Report:** Copier Unit Service Review

**Summary and Recommendations**

**Purpose of report:** To recommend changes to the City Council Copier Unit

**Key decision?** No

**Executive lead member:** Councillor Oscar Van Nooijen

**Report approved by:**  
**Finance:** Emma Burson  
**Legal:** Lindsay Cane

**Policy Framework:**

**Recommendation(s):** The CEB approves the transfer of the function of the non-urgent print copying work to the County Council, and delegates authority to the Head of Procurement & Shared Services to agree the terms of an SLA agreement with the County Council under which the service would be provided.

**Introduction**

- 1 The Copier Unit provides a central high speed, bulk copying service to the Council and also carries out a small amount of private copying for staff, community groups and local businesses. A4 copying represents the largest type of service provided and this totalled 1,958,226 copies in 2009-10. Overall income for the unit was £217,000 for 2008-09. Due to a reduction in copying, cheque printing and other copying work across the Council there is no longer enough income to meet the income target by the unit by some £38,000 in 09/10. Copier Unit work is forecast to reduce further over the next two years in line with our commitment to reduce paper across the Council and enable more services for customers to use non-paper channels, making the situation uneconomic and unsustainable as a service unit.

## **Recommended Change**

- 2 Five options were considered to address this challenge in work carried out by Procurement and Business Transformation.
  - a. Do nothing – this is not acceptable as the shortfall would increase
  - b. Close the service – each Service would need to make arrangements which would be less efficient than a central unit and single process
  - c. Market test and potentially outsource the service. A soft market test was carried in November 2009. Local Copy shops could offer a service but could not take on the TUPE requirements needed. It was also established this option would not offer continuation of service and skills and knowledge or value for money
  - d. Transfer part of the copying work to another local authority to enable continuation of service at reduced cost. County Print Finishers (CPF) offers this option as a professional printing and copying unit and is part of Oxfordshire County Council. This would minimise disruption.
- 3 Non-urgent copying work should be moved to CPF, who as part of trading unit, already provide shredding facilities to the City Council. CPF can provide copying services for better value for money than the City Council and many private sector organisations. CPF is based in Osney Lane, Oxford, and is also receiving funding from Central Government. The unit is able to trade directly with external bodies under EU procurement regulations. A pilot with CPF has been started in order to prove the service and cost reductions and inform this change, with the copier unit supervisor working part time at CPF.
- 4 In order to further reduce costs, both staff resource and non-urgent copying work is recommended to move to CPF. Given the type of work to move, the current Copier unit supervisor would transfer to CPF under TUPE, in order to provide continuing management and technical advice, and work to the City Council, and to ensure continuity of service, quality levels and knowledge. In this way both the cost of copying and the cost of staff reduce.

## **Services which continue to be provided by Copier unit, City Council**

- 5 The City Council will continue to provide copying where this is:
  - a. Walk-up and urgent copying needed in less than 24 hours, including binding / finishing
  - b. Committee and confidential copying
  - c. Printing which can only be printed on City printers, e.g. linked to City systems via the Paris print manager

Black and white A4 copying is charged at a cost of 5p per copy single sided and 10p per copy double sided from 1<sup>st</sup> April 2010 to reflect actual costs. Other costs will be as set out on the internal copy price list. Resources to provide this are outlined in paragraph 7.

## **Services to be provided by County Print Finishers (CPF), Oxfordshire CC**

- 6 CPF will provide:
  - a. All other non-confidential copying
  - b. Non-urgent copying
  - c. Posters

- d. Typesetting and art work
- e. Technical advice on copying
- f. Other services as set out in paragraph 15.

This type of work will be emailed direct to CPF by City staff. Black and white A4 copying will cost 3p per copy from CPF and 4p for A4 double-sided copying. CPF will turn around work requested within the Service Level Agreement (SLA) principles below and there will be a daily courier to collect and deliver work by the City Council. The City Council courier collects post from Royal Mail who are located close to CPF between 10am and 10.30am daily.

### **Benchmarking and Soft Market Test**

- 7 Commercial copying has been benchmarked with three local providers, at 4p to 5p per copy, excluding delivery, so 3p represents good value for money. Examples: A4 – black and white is 5p per copy at Oxford University (Badenoch Print Room – January 2010), is 5p per copy at the Oxford Print Centre, March 2010, and 4p at John E Wright, OX1 1TB, for bulk copying 200 pages. This shows that the City Council is maintaining its obligations under best value and allows a flexible approach to future options.

### **Organisational changes**

- 8 The Copier Unit supervisor carries out the complex work which is being transferred and will transfer under TUPE to County Print Finishers, part of Oxfordshire County Council. TUPE arrangements are as set out in the relevant Cabinet Office guidance and the Code of Practice. We will seek to ensure that the full range of TUPE benefits (plus the extra pension rights) transfer with the affected staff. The Copier unit and Post room will be managed as one unit, with a potential change of name following CEB approval. Staff will work shadow, carry out further training and continue to multi-skill across both functions, as required in order to continue to provide the remaining services.

### **Service Level Agreement Principles with CPF**

- 9 Following potential CEB approval, a formal contract will be signed between CPF and the City Council taking account of lessons learnt from similar change. The contract will include the services below.

<b>Service</b>
a. Colour Copying per copy
b. Black Copying per copy
c. Colour Poster Printing
d. Colour Plan/Graph Printing
e. Gloss Encapsulating
In addition to above:
f. Guillotining
g. Folding
h. Drilling

i. Hand Collating
j. Hand Stapling
k. Padding
l. Splitting
m. Plastic Comb Binding
n. Wire Binding
o. Card & Special Papers
p. Paste up
q. Collate, Fold, Staple & Trim.
r. Typesetting

- 10 There will be no other charges except for the management, advice and technical charge in paragraph 16. Where quality of service is below standard, work will be redone within the original cost estimate. Any price changes will be subject to mutual review and agreement by both CPF and the City Council on annual basis.
- 11 For City staff orders CPF will take and manage orders only with a valid cost centre and provide financial recharge information to the City Council on a monthly basis in the agreed format in order for the recharges to be made efficiently. For all other orders, CPF will deal with the customer directly including payment.
- 12 Delivery timescales will be from 24 hours and will be agreed for each job depending on size and quality required. A set of minimum requirements will also be agreed as follows.
- 13 For bulk copying for services a, b and e above, combined with services f to q, turn around times will be between 1 and 2 working days. For larger numbers of copies or specialist services such as c, d and r, these are subject to individual requirements and capacity, so forward planning is essential for a guaranteed turn around, and requests must be made 48 hours in advance. Requests within this timescale will be done on a 'best endeavours' basis.

### **Quality**

- 14 All work will be to the agreed level of quality between the individual customer and CPF. Any costs for rework to copying or other services will be met by CPF.

Overall quality standards will be:

- Copying and printing will be clear and smudge free
- All characters, e.g. from a PDF, will be correctly printed
- If a finish is applied to an article this will be consistently applied.

### **CPF Hours of Service and response**

- 15 The hours of service for the City will be Monday to Thursday 7.30am to 16.00 pm and 3.30pm on Fridays. Service emails and requests will be answered within 2 working days and 1 working day for valid urgent requests.

### **Management, Advice and technical charge**

16 The management, advice and technical work for the City to be provided by CPF would include:

- assistance with technical queries, e.g. Infotech printers
- monthly recharges, by cost centre
- checking the invoices from the print contract companies
- skills and knowledge concerning City operations.

The cost for this service is expected to average around £6,000 per year at cost and will be adjusted up or down for actual work done based on timesheet information. No other charges will be made other than unit costs above. This charge will be reviewed and changed by mutual agreement.

### **Contract**

17 The agreement will be made with the County Council for five years, with a review at two and a half years. Either side can give each other notice of termination of contract of a minimum term of 6 months. The City Council will maintain the right to "take back" the function either in the event of default or at the "break" points above.

### **Payment for services**

18 Payment will be on a monthly basis in arrears on submission of a correctly formatted and detailed invoice at cost centre level against an agreed purchase order process. The Copier unit will charge services to Council departments inclusive of the amount of savings, so that costs of delivering the services will contribute towards the savings target of £25,000.

### **Level of risk (to include corporate standard - see CEB report protocol)**

19 The level of risk is reviewed as low because the change is being piloted first before being agreed. Staff who are knowledgeable will remain either as City Council employees or County Council employees and this knowledge is in the process of being widened across other colleagues.

### **Climate change / environmental impact**

20 The courier who will collect and deliver work already drives to the Royal Mail office, which is 500 yards from CPF, so there will be negligible carbon impact from this change.

### **Equalities impact**

21 There is no equalities impact from these changes as the services will be unaffected and the transfer is minor in scale.

### **Financial implications**

22 The current budget requires the Copier Unit to achieve a £91k surplus which contributes to the General Fund. This includes a £25k budget saving to achieve. The work now coming through the unit will not achieve this surplus and at the end of 2009/10 the unit only achieved a surplus of £41k. The amount of copying has continued to reduce as officers produce more information electronically.

- 23 If we close the unit completely, the Council will have a cost pressure of £98k at year end plus redundancy costs for two staff and the saving of £25k not achieved. The Council will also be unable to deliver the level of service that is still required.
- 24 The proposed transfer provides the Council with the ability to achieve the savings through buying in lower cost copying from the County Council, the transfer of a post and combine the service with the post room under one team leader to fully utilise the team across both service areas.

### **Legal Implications**

- 25 Advice has been sought from Law and Governance, and it has been confirmed that the power to move the non-urgent print copying function in the manner proposed in this report would be available to the City Council under the Local Government Act 1972 and the Local Government Act 2000. Transferring this function to the County Council in this way does not constitute a procurement and so will not infringe the City Council's own procurement rules.

### **Recommendation**

- 26 The CEB approves the transfer of the function of the non-urgent print copying work to the County Council, and delegates authority to the Head of Procurement to agree the terms of an SLA agreement with the County Council under which the service would be provided.

**Name and contact details of author:**  
**Jane Lubbock, Head of Procurement xt. 2218**

**List of background papers: None**

**Version number: 0.1**

No	Risk Description Link to Corporate Obj	Gross Risk	Cause of Risk	Mitigation	Net Risk	Further Management of Risk: Transfer/Accept/Reduce/Avoid	Monitoring Effectiveness	Current Risk
Risk Score Impact Score: 1 = Insignificant; 2 = Minor; 3 = Moderate; 4 = Major; 5 = Catastrophic Probability Score: 1 = Rare; 2 = Unlikely; 3 = Possible; 4 = Likely; 5 = Almost Certain								
1	Copier unit may not make financial savings	3	Work may not be as planned this year, either demand drops or costs change	Pilot the change before it goes live. Forecast demand and make agreement with CPF when pilot results are clear (M) making sound business case	2	<p><b>Action:</b> Reduce – monitor robust Business case with unit and Finance Action Owner: Jane Lubbock</p> <p><b>Action:</b> Reduce - forecast and monitor 10/11 budget and make adjustments Action Owner: Alan Rhymes</p>	Q 1 ☺ Q 2 ☺ Q 3 ☺ Q 4 ☺	I P
2	Communication of change	3	Lack of effective two way communication between service's management and staff, and customers	Pilot the change and communicate clearly – seeking feedback. Make changes following on from the feedback to the live service post June 2010 (M)	3	<p><b>Action:</b> Reduce Survey informally and formally customer views Action Owner: Alan Rhymes</p> <p><b>Mitigating Control:</b> feedback on how clear are the communications and make changes</p>	Q 1 ☺ Q 2 ☺ Q 3 ☺ Q 4	I P





**To:** City Executive Board

**Date:** 9 June and 12 July 2010 **Item No: 5**

**Report of:** Head of Corporate Assets

**Title of Report:** Land at 205 Cowley Road and Manzil Way Gardens –  
Consideration of Objection to the Disposal of Public Open  
Space

### **Summary and Recommendations**

**Purpose of report:** To allow Members to consider an objection received pursuant to the advertising of the intention to temporarily dispose of an area of public open space at Manzil Way Gardens and adjacent to 205 Cowley Road for use as a builder's compound.

**Key decision?** No

**Executive lead member:** Councillor Van Nooijen

**Report approved by:** Steve Sprason

**Finance:** Gillian Chandler  
**Legal:** Lindsay Cane

**Policy Framework:** Oxford Green Spaces Strategy 2006-2011

**Recommendation(s):** That City Executive Board agrees that:-

- (1) Having seen and considered the objection raised, the disposal for the stated purpose of the open space land at Manzil Way Gardens and adjacent 205 Cowley Road can proceed;
- (2) Having considered the further 'out of time' objections, the disposals can proceed.

## Background

1. At its meeting held on 3<sup>rd</sup> March 2010 the City Executive Board approved the principle of the disposal of a site of approximately 0.04 hectares (0.10 acres) adjoining 205 Cowley Road.
2. In addition, the Board approved the principle of the temporary disposal of a further 0.127 hectares (0.31 acres) which forms part of Manzil Way Gardens and which will be required for use as a builder's compound for a period of some 18 months. A plan is attached at Appendix 1 which shows the land subject to the freehold disposal hatched black and the proposed builder's compound edged in black.
3. The site forms part of a larger open space used for informal recreational purposes and on that basis the disposals were considered to comprise an area of public open space.
4. Under the provisions of Section 123(2A) of the Local Government Act 1972 "a principal Council may not dispose of under sub-section (1) above of any land consisting or forming part of an open space unless before disposing of the land they cause notice of their intention to do so specifying the land in question, to be advertised in two consecutive weeks in a newspaper circulating in the area in which the land is situated, and consider any objections to the proposed disposal which may be made to them".
5. The intended disposal was duly advertised in the Oxford Times on 25<sup>th</sup> March and 1<sup>st</sup> April and one objection was received dated 6<sup>th</sup> April 2010. The closing date was 8<sup>th</sup> April 2010.
6. The City Executive Board should be aware that two further objections have been received and, in addition, the Area Committee do not agree with the location of the builder's compound and have requested that no decision be made until this matter has been resolved to the satisfaction of the Area Committee. The appropriate minute from the EAP (17<sup>th</sup> March 2010) is attached at Appendix 3.
7. Insofar as the objection that was received within the time limit specified in the advertisement, the substance is that the proposed site access to the compound is from Manzil Way. This is stated to be a problem as:
  - Manzil Way is already heavily congested with traffic accessing the Health Centre and the Mosque.
  - Construction traffic can add to the risk for pedestrians who use Manzil Way.

A copy of the objection is attached at Appendix 4.
8. There is no objection to the (permanent) sale of the freehold land.

## **Report**

9. City Executive Board is, therefore, now requested to consider the principle of the temporary disposal in the light of the objection received and the view of the Area Committee. In relation to the substance of the objection I would comment as follows:
10. The developer has attempted to minimise the size of the builder's compound and has considered an alternative access from Cowley Road. The County Highways Department are firmly of the opinion that access must be from Manzil Way and this requirement drives the size and location of the builder's compound.
11. Whilst planning consent has been granted for the development of 205 Cowley Road, the consent is subject to the agreement of a Construction Traffic Management Plan, the discharge of that planning condition will determine the requirement for a temporary compound and is a matter for the Local Planning Authority. As landowner the Council has no desire to permit anything more than the absolute minimum requirement in this respect.
12. There have been 2 further objections received out of time, which refer to the access issues and also a reduction in enjoyment of Manzil Way Gardens, and ongoing dirt and disruption.

## **Financial Implications**

13. There is a possibility that without the builder's compound, the site will not be viable for development and therefore the sale of the freehold land will not proceed. There will be no capital receipt.

## **Legal Implications**

14. There are no direct legal implications arising out of the contents of this report.

## **Equalities**

15. There are no equalities implications arising for the purposes of this report.

## **Climate Change**

16. No issues arising for the purposes of this report.

## **Risk Implications**

17. A risk assessment has been undertaken and the risk register is attached at Appendix 2.

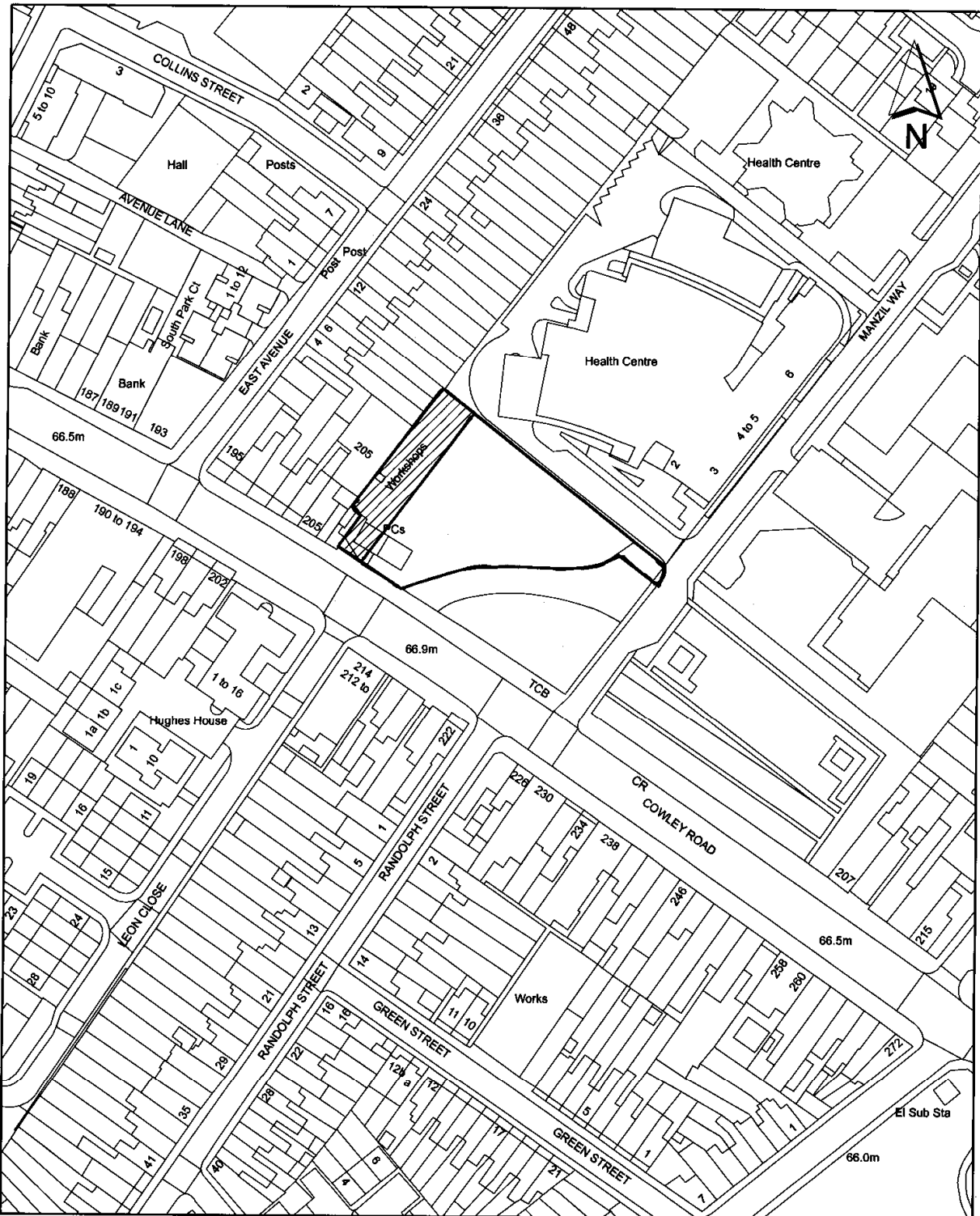
## Recommendations


18. That CEB agrees that having seen and considered the objection raised, the disposal for the stated purpose of the open space land at Manzil Way Gardens and adjacent 205 Cowley Road, can proceed.
19. That CEB agrees, having considered the further 'out of time' objections, that the disposals can proceed.

**Name and contact details of author:** Jane Winfield  
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Extension: 2551

**Background Papers:** None  
**Version number:** 1

Appendix 1



<b>205 Cowley Road</b>		 <b>OXFORD CITY COUNCIL</b>
Scale: 1:1,250		
Reproduced from the Ordnance Survey Mapping with the permission of Her Majesty's Stationery Office. © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings. Licence: LA100019348		

Corporate Assets

CEB REPORT RISK REGISTER

Risk Score Impact Score: 1 = Insignificant; 2 = Minor; 3 = Moderate; 4 = Major; 5 = Catastrophic Probability Score: 1 = Rare; 2 = Unlikely; 3 = Possible; 4 = Likely; 5 = Almost Certain								
No.	Risk Description Link to Corporate Objectives	Gross Risk	Cause of Risk	Mitigation	Net Risk	Further Management of Risk: Transfer/Accept/Reduce/Avoid	Monitoring Effectiveness	Current Risk
1.	Developer does not 'make good' Manzil Way Gardens.	I 3	Insolvency of developer.	Mitigating Control: Require bond from developer. Level of Effectiveness: (H)	I 1	Action: Compound licence to require reinstatement and bond. Action Owner: Jane Winfield  Mitigating Control: Monitor with legal colleagues.  Control Owner: Jane Winfield	Q 1  Q 2  Q 3  Q 4	I P

**MINUTE OF EAP 17<sup>TH</sup> MARCH 2010**

**114. 205 COWLEY ROAD AND MANZIL WAY GARDENS ACCESS.**

The Area Parliament welcomed Steven Roberts (Planning) and Michael Crofton-Briggs (Head of City Development) to the meeting.

Steven Roberts explained the background to this item. Planning consent was granted on 23<sup>rd</sup> July 2009 to provide a retail unit, office accommodation, 32 student study bedrooms and included replacement police office, public toilets and sweeper store. The conditions attached to the planning consent included the protection of trees in Manzil Gardens. In addition, a Construction Traffic Management Plan must be approved in writing by the Local Planning Authority, and this would require details of access to the builder's compound to be approved. The proposed builder's compound requires access over Manzil Way Gardens. The developer would contract to return Manzil Way Gardens fully reinstated and to protect any trees and shrubs. This will include replanting/ re-turfing where necessary. The developer would pay a deposit to the Council which would be held against any damage which was not satisfactorily reinstated. The access point would be from Manzil Way.

Members of the Area Parliament did not agree that an access point from Manzil Way was the safest route, nor did they agree with the use of Manzil Way for the purposes proposed. It was felt that any compound for the developers should be contained within the development site. This was a well used area, and the road adjacent to Manzil Way Health Centre would provide a safer route to the site. The Parliament should be asked for its consent to the placement of any construction site before it commenced.

Michael Crofton Briggs pointed out that CEB had already agreed to the use of the green space. This was not something that planning conditions could control. He added that it was not the Area Parliament's role to discharge the planning conditions; and that the comments would be taken on board in officers discussions with the developer and County Council as the Highway Authority.

Resolved that EAP opposed the use of any green area at Manzil Way for a construction compound, and requested that no decision be made until this matter has been resolved to the satisfaction of EAP.

**OBJECTION FROM BARTLEMAS SURGERY**

**Dr T Nicholson-Lailey  
Dr P von Eichstorff  
Dr Kathryn Ward  
Dr A Fleischman  
Dr Sheena Sharma**

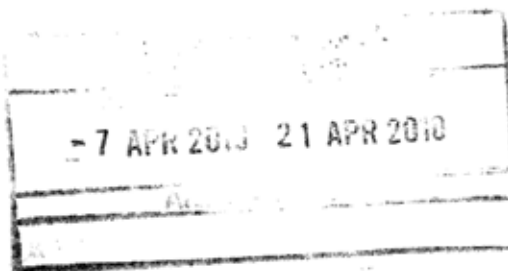
**Bartlemas Surgery**  
East Oxford Health Centre  
1 Manzil Way  
Oxford  
OX4 1XD

Website: www.bartlemas.com  
email: maggie.perrin@gp-k84032.nhs.uk

Direct Line: 01865 263123  
Tel: 01865 263120  
Fax: 01865 200421

6 April 2010

Ms P J Winfield  
Corporate Assets  
The Oxford City Council  
St Aldate's Chambers  
St Aldate's  
Oxford OX1 1DS



**CORPORATE**  
**RC - 77 113**  
**ASSETS**

Dear Ms Winfield

**Re Local Government Act 1972 Section 123(1),(2A)  
Land at Cowley Road and Manzil Way in the City of Oxford**

We are a GP surgery based in the East Oxford Health Centre, Manzil Way, Oxford. We have no objection to Oxford City Council disposing of 0.04 hectares of land at Manzil Way to Thomas Crampton Smith and Sandra Leigh Bowen Crampton Smith to form part of the adjoining mixed use development.

We do however object to the disposal of a further 0.127 hectares of the open space for use as a builders' compound during the proposed development.

In particular we are extremely concerned at the proposed site access to the compound. This is located immediately before the left turn into the Health Centre service road, is directly opposite disabled parking bays and is approximately 5 metres from the main entrance to the centre. Manzil Way is already heavily congested with traffic accessing the Health Centre and the Mosque, and construction traffic can only add to the risk for the large number of pedestrians who use Manzil Way.

We would suggest that if this work is to be approved site access should be from Cowley Road and not from Manzil Way.

Yours faithfully

Mrs M A Perrin  
Practice Manager

**Drs Nicholson-Lailey, von Eichstorff  
Ward, Fleischman, Robson & Sharma**  
**BARTLEMAS SURGERY (EO2)**  
East Oxford Health Centre  
Manzil Way, Oxford, OX 4 1XD  
Tel: 01865 263120 Fax: 01865 200421



**12. LAND AT 205 COWLEY ROAD AND MANZIL WAY GARDENS –  
CONSIDERATION OF OBJECTION TO THE DISPOSAL OF PUBLIC  
OPEN SPACE**

The Interim Head of Corporate Assets submitted a report (previously circulated, now appended) asking the Board to consider objections received to the disposal of an area of public open space for use as a builder's compound.

Resolved that having seen and considered the objection raised and, having been advised of the content of two objections received after the closing date, the disposal for the stated purpose of the open space land at Manzil Way Gardens and adjacent 205 Cowley Road can proceed.