

## **Finance and Property Committee**

**Monday, 23 March 2015 at 10:30**

**County Hall, County Hall, West Bridgford, Nottingham, NG2 7QP**

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### **AGENDA**

1	Minutes of the last meeting held on 23 February 2015	5 - 10
2	Apologies for Absence	
3	Declarations of Interests by Members and Officers:- (see note below) (a) Disclosable Pecuniary Interests (b) Private Interests (pecuniary and non-pecuniary)	
4	Licence of Middle Street, Beeston	11 - 66
5	Joint CIPFA Training Scheme - Examination Successes	67 - 70
6	Financial Monitoring Report Period 10 2014-15	71 - 98
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9	Property Transactions	
10	Sale of Land at Maun View, Mansfield for Supported Living Housing	107 - 110
11	Lindhurst Scheme - Third Supplemental Agreement	111 - 114

12	Proposed Urban Expansion Area East of Gamston - Update	115 - 118
13	Latest Estimated Cost School Places Programme 2015	119 - 126
14	Work Programme	127 - 130

## 15 EXCLUSION OF THE PUBLIC

The Committee will be invited to resolve:-

“That the public be excluded for the remainder of the meeting on the grounds that the discussions are likely to involve disclosure of exempt information described in paragraph 3 of the Local Government (Access to Information) (Variation) Order 2006 and the public interest in maintaining the exemption outweighs the public interest in disclosing the information.”

### Note

If this is agreed, the public will have to leave the meeting during consideration of the following items.

- |    |  |
|----|--|
| 16 | Exempt appendices to Property Transaction reports:   |
| 17 | Sale of Land at Maun View, Mansfield for Supported Living Housing<br>EXEMPT Appx <ul style="list-style-type: none"> <li>Information relating to the financial or business affairs of any particular person (including the authority holding that information);</li> </ul>      |
| 18 | Sale of Land at Maun View, Mansfield for Supported Living Housing<br>EXEMPT Plans x 2 <ul style="list-style-type: none"> <li>Information relating to the financial or business affairs of any particular person (including the authority holding that information);</li> </ul> |
| 19 | Lindhurst Scheme - Third Supplemental Agreement EXEMPT <ul style="list-style-type: none"> <li>Information relating to the financial or business affairs of any particular person (including the authority holding that information);</li> </ul>                                |

20 Lindhurst Scheme - Third Supplemental Agreement EXEMPT Plans  
x 2

- Information relating to the financial or business affairs of any particular person (including the authority holding that information);

**Notes**

- (1) Councillors are advised to contact their Research Officer for details of any Group Meetings which are planned for this meeting.
- (2) Members of the public wishing to inspect "Background Papers" referred to in the reports on the agenda or Schedule 12A of the Local Government Act should contact:-

Customer Services Centre 0300 500 80 80

- (3) Persons making a declaration of interest should have regard to the Code of Conduct and the Council's Procedure Rules. Those declaring must indicate the nature of their interest and the reasons for the declaration.

Councillors or Officers requiring clarification on whether to make a declaration of interest are invited to contact Paul Davies (Tel. 0115 977 3299) or a colleague in Democratic Services prior to the meeting.

- (4) Councillors are reminded that Committee and Sub-Committee papers, with the exception of those which contain Exempt or Confidential Information, may be recycled.
- (5) This agenda and its associated reports are available to view online via an online calendar - <http://www.nottinghamshire.gov.uk/dms/Meetings.aspx>



Meeting FINANCE AND PROPERTY COMMITTEE

Date 23 February 2015 (commencing at 10.30am)

**Membership**

Persons absent are marked with an 'A'

**COUNCILLORS**

Councillor David Kirkham (Chair)  
Councillor Darren Langton (Vice-Chair)

Reg Adair  
Richard Butler  
Kay Cutts  
Stephen Garner  
Diana Meale

Liz Plant  
Mike Pringle  
Darrel Pulk  
Ken Rigby

A Ex-Officio: Alan Rhodes

**OFFICERS IN ATTENDANCE**

Caroline Agnew, Programme Manager  
Pete Barker, Democratic Services  
Tim Gregory, Corporate Director, Environment and Resources  
Jas Hundal, Service Director, Environment & Resources  
Jo McCarthy, Project Manager  
Ivor Nicholson, Services Director, ICT  
Andrew Stevens, Group Manager, Property  
Nigel Stevenson, Service Director, Finance and Procurement

**MINUTES OF THE LAST MEETING**

The minutes of the meeting held on 9 February 2015 were confirmed and signed by the Chair.

**DECLARATIONS OF INTEREST**

Councillor Pulk declared a non pecuniary private interest in the items on Wighay Farm, as a portfolio holder at Gedling Borough Council, which did not preclude him from speaking or voting on those items.

## **APOLOGIES FOR ABSENCE**

Apologies were received from Councillor Garner (other County Council business).

## **ORDER OF BUSINESS**

The Committee agreed to take the following items later in the agenda:

Dukeries Leisure Centre, New Ollerton - Site Transfer

Disposal of Land at Sandy Lane, Mansfield

## **FINANCIAL MONITORING REPORT: PERIOD 9 2014/2015**

### **RESOLVED: 2015/013**

- 1) That the revenue budget expenditure to date and year end forecasts be noted.
- 2) That the progress with savings be noted.
- 3) That the Capital Programme expenditure to date and year end forecasts be noted and the variances to the Capital Programme be approved.
- 4) That the Council's Balance Sheet transactions be noted.
- 5) That the quarter three performance of the Accounts Payable and Accounts Receivable teams be noted.

## **ICT PROGRAMMES AND PERFORMANCE QUARTER 3 2014-15**

### **RESOLVED: 2015/014**

That the progress against the key programme and performance measures for ICT Services and the priorities for the next 6 month period be noted.

## **WAYS OF WORKING CONSTRUCTION & REFURBISHMENT PROGRAMME: PROGRESS UPDATE**

### **RESOLVED: 2015/015**

That the contents of the report be noted.

## **PROPERTY TRANSACTIONS**

## **MERCURY HOUSE STAFF RELOCATION TO MANSFIELD CIVIC CENTRE**

### **RESOLVED: 2015/016**

That the relocation to Mansfield District Council Civic Centre be approved in principle on terms as set out in the attached appendix, subject to a further report

demonstrating that the project is deliverable in a cost effective and timely manner.

Councillors Adair and Butler requested that their abstention from the above vote be recorded.

Councillors Cutts and Rigby requested that their votes dissenting against the above decision be recorded.

#### **OLLERTON PRIMARY SCHOOL – LICENCE TO OLLERTON OUT OF SCHOOL CARE (CIC)**

**RESOLVED: 2015/017**

That the granting of a licence to Ollerton Out of School Care, on the terms set out in this report and the exempt appendix to this report, be approved.

#### **TOP WIGHAY FARM, HUCKNALL: SURRENDER OF AGRICULTURAL TENANCY AND GRANT OF NEW FARM BUSINESS TENANCIES**

**RESOLVED: 2015/018**

- 1) That the terms for the surrender of the existing Agricultural Tenancy as detailed in the exempt appendix be approved.
- 2) That the terms of new Farm Business Tenancies as detailed in the exempt appendix be approved.

#### **LATEST ESTIMATED COST: SCHOOLS PLACES PROGRAMME 2015: COSTOCK CHURCH OF ENGLAND PRIMARY SCHOOL**

**RESOLVED: 2015/019**

That the latest estimated cost for the building works programme as set out in the report be approved.

#### **TOP WIGHAY FARM URBAN EXPANSION AREA - PROGRESS UPDATE**

**RESOLVED: 2015/020**

That the contents of the report and the contents of the exempt appendix be noted.

#### **ENERGY COSTS AND PROCUREMENT**

**RESOLVED: 2015/021**

That the contents of the report be noted.

#### **WORK PROGRAMME**

**RESOLVED: 2015/022**

That the Committee's work programme be noted.

### **DUKERIES LEISURE CENTRE, NEW OLLERTON - SITE TRANSFER**

**RESOLVED: 2015/023**

That the transfer of the freehold interest in the site of The Dukeries Leisure Centre, New Ollerton to Newark and Sherwood District Council be approved, on terms detailed in the report.

### **EXCLUSION OF THE PUBLIC**

**RESOLVED: 2015/024**

That the public be excluded from the remainder of the meeting on the grounds that discussions are likely to involve the disclosure of exempt information described in paragraph 3 of the Local Government (Access to Information) (Variation) Order 2006 and the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

### **EXEMPT INFORMATION ITEMS**

#### **DISPOSAL OF LAND AT SANDY LANE, MANSFIELD**

**RESOLVED: 2015/025**

1. That the bids received for the site as detailed in the exempt appendix be noted.
2. That approval be given to the sale of property on terms detailed in the exempt appendix.
3. That the information contained in the exempt appendix be noted.

#### **OLLERTON PRIMARY SCHOOL – LICENCE TO OLLERTON OUT OF SCHOOL CARE (CIC)**

**RESOLVED: 2015/026**

That the information contained in the exempt appendix be noted.

#### **TOP WIGHAY FARM, HUCKNALL: SURRENDER OF AGRICULTURAL TENANCY AND GRANT OF NEW FARM BUSINESS TENANCIES**

**RESOLVED: 2015/027**

That the information contained in the exempt appendix be noted.



**TOP WIGHAY FARM URBAN EXPANSION AREA - PROGRESS UPDATE**

**RESOLVED: 2015/028**

That the information contained in the exempt appendix be noted.

The meeting closed at 11.55am.

CHAIR



23 March 2015

Agenda Item: 4

## **REPORT OF SERVICE DIRECTOR TRANSPORT, PROPERTY & ENVIRONMENT**

### **LICENCE OF MIDDLE STREET, BEESTON**

#### **Purpose of the Report**

1. To seek approval for a Service Level Agreement (SLA) and Licence for occupation to be signed between Nottinghamshire County Council and the Beeston Community Resource Charitable Incorporated Organisation (BCR CIO). The SLA describes the purpose for which BCR CIO will be entitled to use Middle Street Resource Centre between 1 April 2015 and 31 March 2016. The SLA is attached as **Appendix B**, and the terms of the Licence attached as **Appendix A**.
2. To note that, if the licence is successful, that a further report will be presented to Committee seeking approval to issue a longer lease.

#### **Information and Advice**

3. The site on Middle Street in Beeston was purchased by the County Council in 1970 from Beeston & Stapleford Urban District Council for the purpose of building and operating a 'Psychiatric Day Centre'. Construction of the new building was completed in 1972 and a day centre with a mental health focus has operated on the site since that time.
4. The day centre was refurbished in early 2013 including providing office space in part of the building.
5. The day service for people with mental illness integrated into the former Barncroft Centre (Sunnyside Road, Chilwell) to form the Broxtowe Day Service in 2013. After refurbishment of the Middle Street building, it was used as a base both for day service activities and for the operation of Mental Health Co-production.
6. From March 2014, the day service ceased to operate from the Middle Street base as it became more efficient to concentrate staffing and activities at the main day service site in Chilwell. Mental Health Co-production continued to operate from the Middle Street base and a variety of new community initiatives have been encouraged to flourish in the sections of the building that were no longer being used by the day service.
7. As part of the day service savings programme agreed by Full Council in February 2014, it was agreed that the day service will release the Middle Street building-

related budgets as a recurrent saving, since the service had no further use for the building.

8. The office accommodation within Middle Street is still required and will be used by the Broxtowe and Hucknall Community Mental Health Team, which is relocating some of the staff from the NHS property in Beeston known as the Hope Centre.
9. The Committee is no doubt aware that under the 'Redefining Your Council' the County Council is committed to protecting front-line services and improving the lives of local people. To achieve this objective the County Council will, inter-alia, collaborate and partner with charitable trusts and voluntary organisations to provide care and support to those who need it.
10. Beeston Community Resource (BCR), which is in the process of becoming a Charitable Incorporated Organisation (CIO) have asked for the opportunity to occupy the non-office accommodation and to make the Centre available for use by the existing mental health service users. They propose to maintain the existing activities of music, gardening, crafts and educational courses together with a widening range of support services and to make the centre available and used by the local community. No other groups have been approached to be given this opportunity as the BCR are acknowledged as representing the existing users of this facility.
11. BCR CIO's vision for Middle Street is that it will welcome and support anyone in the local communities who is suffering from mental illness or distress, is experiencing social exclusion for any reason or requires assistance in developing the capacity and skills to overcome social disadvantage. BCR CIO intends to make Middle Street available to serve a wide range of community activities and interests. This will not only maximise its usefulness for the local community in general, but will also provide additional opportunities for activities across a wide spectrum of participants, encouraging social interaction and helping to dispel the stigma which often attaches to disability and social isolation.
12. The basis for this licence is to provide for one year of occupation by the Beeston Community Resource free of any charges. This will give the group time to manage the income from their part of the centre to prove that it would in future years be viable for them to contribute to the running costs. During this year, BCR CIO is expected to:
  - generate sufficient new income to show that BCR CIO will be able to cover the on-going costs of their proportion (66.7%) of the building in future, by hiring out rooms to external organisations and submitting successful funding bids for grants
  - meet the outcomes specified in the SLA
  - adhere to the terms and conditions detailed in the Licence.
13. The vision of BCR CIO as set out above support the County Council's new approach to delivering services to local people through innovative service models and is therefore considered complimentary to its functions.

14. The total budget for building-related expenses at Middle Street was £79,000 in 2014/15. This is the sum that will need to be made available to continue to run Middle Street in 2015/16. It is proposed that this funding is transferred from the ASCH Day Service hierarchy to the Younger Adults South hierarchy for 2015/16. The management of caretaking and cleaning staff, who are NCC employees, will be retained by Corporate Facilities.
15. BCR CIO has developed a Business Case which outlines their aims and expectations in relation to funding and this is attached as **Appendix C**.
16. If BCR prove their viability an updated business case will be submitted as per the requirements of the Community Asset Transfer Policy which will identify how the organisation is able to support the Council's corporate objectives. Any lease will need to be at market rental level and it will be for BCR to outline in the business case how its activities meet corporate objectives to justify the difference in value between market rent and rent payable.
17. Regular monitoring reports against the outcomes specified in the SLA will be prepared by BCR CIO, so that progress can be tracked and support offered to BCR CIO by the Council as necessary. Monitoring will be undertaken by the ASCH & PP Department.
18. Regular discussions will be held between BCR CIO and the Council particularly concerning the operation of the building itself and compliance with the Licence, so that issues arising between BCR CIO and the Community Mental Health Team (CMHT) can be resolved as quickly as possible. These discussions will involve representatives from Corporate Property as well as the CMHT.
19. The intention of all involved parties is that the current positive relationship between BCR CIO and the Council will develop further over time; it is anticipated that the arrangements will evolve to ensure mutual benefit and satisfactory working practices are in place.
20. The licence potentially represents a transfer at less than best value, as defined by s123 Local Government Act 1972. Paragraph 20.3.6.1 of the Council's Financial Regulations provide that, where only one party is interested or is to be invited to submit a signed contract, the Service Director, Transport, Property and Environment, in consultation with the Chairman of Finance and Property Committee shall take a decision after discussing the circumstances with the Group Manager for Legal Services and the Section 151 Officer.
21. The circumstances which permit the Authority to depart from the requirement to achieve best value are contained in the General Consent Order [The Local Government Act 1972: General Disposal Consent (England 2003)]. The Order lays down no specific process, but simply requires that the following matters are considered:-
  - i. The local authority considers that the purpose for which the land is to be disposed is likely to contribute to the achievement of any one or more of the following objects in respect of the whole or any part of its area, or of all or any persons resident or present in its area;

- The promotion or improvement of economic well-being;
- The promotion or improvement of social well-being;
- The promotion or improvement of environmental well-being;

And;

- ii. The difference between the unrestricted value of the land to be disposed of and the consideration for the disposal does not exceed £2,000,000 (two million pounds).
22. This proposal satisfies Paragraph 14, economic and social well-being and is less than £2,000,000. BCR CIO's aims are consistent with Nottinghamshire County Council's Strategic Plan Priority 4 'Providing Care and Promoting Health', and with the proposed strategic priorities in the 'No Health without Mental Health, Nottinghamshire's Mental Health Framework for Action (2014 – 2017)'. The Adult Social Care Strategy also supports this development as it emphasises that "we must focus resources on support that prevents delays and reduces the need for care and support.... we will expect to share responsibility with individuals, families and communities to maintain their health and independence".

### **Other Options Considered**

23. Other options considered include a) selling the whole site or b) using all of the building for office accommodation.

### **Reason/s for Recommendation/s**

24. The option for BCR CIO to take over the management of the Middle Street building from April 2015 under Licence, and contribute towards their share of the building-related costs from April 2016, is the preferred option because it establishes an innovative partnership arrangement which encourages beneficial voluntary sector activity, which supports the strategic aims of the Council, and has the potential to reduce the costs to the Council over time.
25. The alternative options (see paragraph 19) have been rejected for the following reasons:
- a) this option will provide a capital receipt but all current beneficial community activity will cease and the office accommodation for the CMHT staff will need to be provided elsewhere, at a cost to the Council.
  - b) this option will still require building running costs to be met by the Council but beneficial community activity will cease. To convert the remainder of the building into office space will require considerable additional capital expenditure.

### **Statutory and Policy Implications**

26. This report has been compiled after consideration of implications in respect of crime and disorder, finance, human resources, human rights, the NHS Constitution (Public Health only), the public sector equality duty, safeguarding of children and vulnerable adults, service users, sustainability and the environment and ways of

working and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required.

### **Financial Implications**

27. The financial implications are that the current budget for building-related expenses at Middle Street needs to be retained for 2015/16 but transferred from the day service hierarchy to the Younger Adults South hierarchy for 2015/16.

### **Human Resources Implications**

28. Monitoring work will need to be undertaken by an Officer from the ASCH & PP Department. Corporate Property and a member of the CMHT will be involved in joint meetings with BCR CIO to ensure effective operation of the Middle Street building. Current staff management of the caretaker and cleaner will continue.

### **Public Sector Equality Duty Implications**

29. The implications of this recommendation are that activities to deliver social benefit and emotional well-being will continue to be provided and expanded at Middle Street, for people with mental illness or distress, and anyone who is experiencing social exclusion for any reason or requires assistance in developing the capacity and skills to overcome social disadvantage. There is no Equality Impact Assessment as this proposal does not produce any identified negative impacts on people with disabilities.

### **Implications for Service Users**

30. The recommended proposal will ensure that anyone in the local community, who is suffering from mental illness or distress, is experiencing social exclusion for any reason or requires assistance in developing the capacity and skills to overcome social disadvantage will continue to be welcome at Middle Street. BCR CIO intends to make Middle Street available to serve a wide range of community activities and interests. This will not only maximise its usefulness for the local community in general, but will also provide additional opportunities for activities across a wide spectrum of participants, encouraging social interaction and helping to dispel the stigma which often attaches to disability and social isolation.

### **Implications for Sustainability and the Environment**

31. This proposal sets in place an arrangement which aims to improve the financial sustainability of the Middle Street building from 2016, assuming that the viability of the BCR CIO business case is proven during 2015/16.

### **Ways of Working Implications**

32. The CMHT will be able to move into the office accommodation at Middle Street, which is more appropriate than current accommodation at the Hope Centre.

## **RECOMMENDATION/S**

It is recommended that Members: -

- 1) Approve the granting of a one year Licence and Service Level Agreement to Beeston Community Resource to occupy part of the former Middle Street Day Centre on the basis outlined in this report.
- 2) Note that if the licence is successful a report will be brought to consider the granting of a further lease and ongoing SLA.

**Jas Hundal**

**Service Director – Transport, Property & Environment**

**For any enquiries about this report please contact: Gerry McKeown 0115 9773617**

### **Constitutional Comments (SOM 23.02.2015)**

33. Provided that the Group Manager for Legal and Democratic Services and the S151 Officer approve this transaction in accordance with the Council's Financial Regulations the recommendation falls within the remit of the Finance and Property Committee by virtue of its terms of reference.

### **Financial Comments (GB 11.03.2015)**

34. The financial implications are set out in paragraph 23.

### **Background Papers and Published Documents**

35. Report on Middle Street to Finance and Property Committee, approved 23rd March 2015

Annual Budget Report 2014/15 Appendix C, approved by Full Council on 27th February 2014

Nottinghamshire County Council's Strategic Plan, 2014 - 2018

'No Health without Mental Health – Nottinghamshire's Mental Health Framework for Action, approved by the Health and Wellbeing Board meeting held on 3 September 2014.

Adult Social Care Strategy, approved at the Full Council meeting held on 27 March 2014.

Redefining Your Council strategy - approved at the Policy Committee meeting held on 7th May 2014.



## **Electoral Division(s) and Member(s) Affected**

36. Ward(s): Beeston South and Attenborough  
Member(s): Councillor Kate Foale

File ref.: /GM/SB/06164

SP: 2804

Properties affected: 06164 - Beeston Day Services



## APPENDIX A

1. The terms of the proposed licence are as follows: -

### **Heads of Terms for Licence to Occupy**

(without prejudice/subject to formal approval & contract)

Licensors:	Nottinghamshire County Council (NCC)
Licensee:	Beeston Community Resource Charitable Incorporated Organisation (BCRCIO)
Building:	Beeston Day Centre, 74 Middle Street, Beeston, as outlined on the attached Plan 1.
Licence Area:	<p>BCRCIO shall use the parts of the Building shown as hatched on the attached Plan 2.</p> <p>NCC shall use the parts of the Building shown as unshaded on the attached Plan 2.</p> <p>BCRCIO shall have joint use with NCC of the area shown as shaded on the attached Plan 2.</p>
Term:	1 <sup>st</sup> April 2015 and terminating on 31 <sup>st</sup> March 2016.
Licence Fee:	1 peppercorn (if demanded).
Use:	<p>BCRCIO shall use the Licence Area in accordance with the Service Level Agreement which shall be annexed.</p> <p>BCRCIO will have the exclusive right to manage the area as shown hatched on Plan 2, including the right to hire them out and retain the hire charges.</p> <p>Whilst the unshaded areas are used by NCC, BCRCIO will on being given reasonable notice make available a room within the hatched area for NCC staff meetings free of charge subject to prior commitments.</p>
Service Level Agreement:	NCC will enter into a Service Level Agreement with BCRCIO that will outline the conditions on which the Premises are to be used for the provision of Day Care Services. This will cover required quality levels, training requirements, health and safety issues etc., all of which must be in compliance with NCC's specified standards.
Exclusion & Security of Tenure:	(To be Agreed) Advance notice to be served on Licensee seeking confirmation that no rights of security of tenure will be acquired.
Termination:	The Licence shall be co-terminus with the Service Level Agreement in the event that it is terminated.
Repairs &	During the Term NCC will maintain and keep the Building in good

Maintenance:	external and internal repair and decoration.
Outgoings:	<p>During the Term, NCC will be responsible for all outgoings connected with the use of the Building, except for expenditure arising from the use of the Building by BCRCIO outside the current opening hours of 09.30 to 16.30 Monday to Friday.</p> <p>During the term BCRCIO will keep the garden tidy and control the growth of vegetation.</p>
Car parking:	Car parking will be shared between NCC and BCRCIO with a view to meeting as far as possible the reasonable requirements of both parties.
Costs:	Each party to be responsible for their own legal and surveyor's costs.

## AGREEMENT FACT SHEET

## APPENDIX B

### PURCHASER

**NOTTINGHAMSHIRE COUNTY COUNCIL**

### AND

### SERVICE PROVIDER

**Name of Organisation BEESTON COMMUNITY RESOURCE CIO**

**Registered Office Address:**

5 Barratt Lane, Attenborough, Nottingham, NG9 6AD

### NAME AND LOCATION OF SERVICE

**Name: Middle Street Resource Centre**

**Location: Middle Street, Beeston, Nottinghamshire**

### PERIOD OF AGREEMENT

**From: 1st April 2015**  
**To: 31<sup>st</sup> March 2016**

**THE PRINCIPAL CONTACTS FOR THE PURPOSES OF THIS AGREEMENT SHALL BE:**

<b>FOR THE PURCHASER</b>	
<b><u>NOTTINGHAMSHIRE COUNTY COUNCIL</u></b>	
<b><u>Lead Officer:</u></b>	<b>Wendy Lippmann</b>
<b><u>Status/Designation:</u></b>	<b>Programme Manager</b>
<b><u>Address:</u></b>	Adult Social Care and Health, County Hall, Loughborough Road, West Bridgford, Nottinghamshire. NG2 7QP
<b><u>Tel. No.:</u></b>	0115 9773071
<b><u>Email:</u></b>	wendy.lippmann@nottsc.gov.uk

<b>FOR THE SERVICE PROVIDER:</b>	
<b><u>Name:</u></b>	<b>Graham Machin</b>
<b><u>Status/Designation:</u></b>	<b>Chair of Trustees</b>
<b><u>Address:</u></b>	5 Barratt Lane, Attenborough, Nottingham, NG9 6AD
<b><u>Tel. no.:</u></b>	0115 9252516
<b><u>Email:</u></b>	graham.machin@ntlworld.com

**Note:** (please note the information in this Fact Sheet does not form part of the terms and conditions of the Service Agreement).

DATED

2015

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**(1) THE NOTTINGHAMSHIRE COUNTY COUNCIL**

**and**

**(2) BEESTON COMMUNITY RESOURCE CIO**

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SERVICE LEVEL AGREEMENT  
For Middle Street Resource Centre

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Legal Services  
County Hall  
West Bridgford  
Nottingham  
NG2 7QP  
Ref: 033563

THIS SERVICE LEVEL AGREEMENT dated.....2015

is made between:

- (1) **THE NOTTINGHAMSHIRE COUNTY COUNCIL** of County Hall, Loughborough Road, West Bridgford, Nottingham, NG2 &QP (the “**Council**”); and
- (2) The **BEESTON COMMUNITY RESOURCE** CIO (registered charity number [ ]) whose registered office is situate at 5 Barratt Lane, Attenborough, Nottingham, NG9 6AD (the “**Provider**”).

## **BACKGROUND**

1. The Provider has approached the Council for a licence to operate within the Middle Street Resource Centre (“the Licence”).
2. The Council has agreed to issue the Licence to the Provider and this Agreement sets out the arrangements for the issue of the Licence and the conditions to be attached to the Licence.

## **1 DEFINITIONS**

- 1.1** For the purpose of this Agreement except where the context otherwise requires:

“Authorised Officer” means an officer of the Council notified to the Provider in writing from time to time;

“Building” means the Middle Street Resource Centre, 74 Middle Street, Beeston, Nottinghamshire NG9 2AR;

“Employment Checks” means the pre-appointment checks that may be required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, criminal record checks and occupational health checks;

“Licensed Area” means those parts of the Building included in the Licence whose terms appear in Appendix 2;

“Parties” means the Council and the Provider;

“Project” means the services to be provided by the Provider as detailed in the Services Specification at Schedule 2;

“Provider Representative” means the provider’s representative whose details are contained in Schedule 1 or notified to the Council in writing from time to time;



“Regulated Activity” In relation to children as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006;

“Term” means the period from the Commencement Date to the 31<sup>st</sup> March 2016 unless terminated earlier in accordance with the terms of this Agreement or extended in accordance with clause 2;

**1.2** As used in this Agreement:

**1.2.1** the masculine includes the feminine and the neuter; and

**1.2.2** the singular includes the plural and vice versa.

**1.3** A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

**1.4** Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

**1.5** References to Clauses and Appendices are unless otherwise provided references to clauses and Appendices of this Agreement.

**1.6** If any provision of this Agreement shall be prohibited or adjudged by a court to be unlawful, void or unenforceable, such provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.

**2. COMMENCEMENT AND DURATION**

**2.1** This Agreement shall take effect on the Commencement Date and shall continue for the Term.

**2.2** The remaining provisions of this clause shall apply in the event (“the event”) that before 31st March 2016 the Council and the Provider enter into agreement for the Council to grant a lease to the Provider of all or some part of the Building for use for purposes similar to those provided for by this Agreement.

**2.3** If the event occurs the Council may, with the agreement of the Provider, extend this Agreement for a period after 31st March 2016 not exceeding the term to be granted by the lease.

**2.4** If this Agreement is extended, then from the commencement of the leasehold term any reference to the Licence in this Agreement shall be construed as a reference to the lease.

### **3. CONDITIONS OF LICENCE**

The Council will grant the Licence on the terms attached in Appendix 2 to the Provider on condition that the Provider shall at all times throughout the Term:

- 3.1** use the Licensed Area solely for the purposes of the Project and in accordance with the terms and conditions contained in this Agreement;
- 3.2** actively promote and market the Project within the local community in accordance with the Outcomes agreed with the Council;
- 3.3** ensure that the Project is run in accordance with good industry practice and appropriate quality management standards and procedures. For the avoidance of doubt, the Provider must (without limitation):
  - 3.3.1** implement an equal opportunities policy in relation to employment and service delivery in accordance with standards approved by the Council;
  - 3.3.2** comply with all relevant statutes, regulations, directives, codes of practice, guidance, orders or other legal requirements;
- 3.4** obtain all necessary consents licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable the Provider to comply with its obligations under this Agreement;
- 3.5** keep and maintain (until 6 years after this Agreement has ended) proper and accurate financial books and accounts and such other records and information as the Council may reasonably require;
- 3.6** provide to the Council accounting statements, performance records and monitoring information in a form acceptable to the Council as soon as reasonably practicable upon request and further to the monitoring arrangements as detailed in Schedule 3;
- 3.7** provide to the Council annual accounts that have been audited or independently examined in accordance with the Provider's own constitutional and legal requirements, or if no such requirements exist, to the satisfaction of the Council, within 28 days of their preparation or six months of the Provider's financial year end (whichever is sooner);
- 3.8** allow the Council's authorised officers, to have access and to inspect and take copies of its financial, accounting and other records kept in accordance with clause 3.5, including its books of account, invoices, bills, receipts, bank statements, chequebooks and all other financial

documents at any reasonable time during the Term and for the period of 6 years after this Agreement has ended;

- 3.9** promptly supply details to the Council of any funding received from any sources which have not already been supplied to the Council;
- 3.10** acknowledge that the Council is not in any way liable for the actions of the Provider and the Provider will make this clear to all its clients, suppliers, employees and volunteers, and anyone else with whom it deals; and
- 3.11** allow the Council to have access to and to inspect the operation of the Project at any reasonable time, including the inspection of any relevant documents subject to the Council complying with all reasonable health and safety and security procedures of the Project.

#### **4. ISSUE OF THE LICENCE**

- 4.1** The Council shall grant the Licence to the Provider in accordance with this clause 4 and Schedule 2.
- 4.2** The Provider shall deliver to the Council such information as the Council may reasonably require in support of the monitoring needed to evidence that the required Outcomes are being achieved.
- 4.3** The Provider acknowledges that any delay in delivering any information requested by the Council pursuant to this Agreement is likely to threaten the any extension of the Agreement and granting of the Lease in accordance with clause 2.
- 4.4** The Provider will, as required by the Council, meet with the Council in order to review, verify and discuss the achievement of Outcomes.
- 4.5** In the event that there is evidence that the Outcomes are not going to be achieved by the 31 March 2016, the Council reserves the right in its absolute discretion to terminate the Licence at an earlier date than the 31 March 2016, after giving one month's prior written notice.

#### **5. BREACH OF STANDARDS**

- 5.1** The Provider undertakes to use the Licensed Area for the Project in accordance with the terms of this Agreement.
- 5.2** If the Provider fails to comply with the provisions of clause 5.1, the Council may:
  - 5.2.1** suspend all or any of its obligations hereunder by notice in writing upon such terms and for such period as the Council will in its absolute discretion determine or bring this Agreement to an end; or

**5.2.2** work with the Provider to identify the causes of problems, make recommendations to enable the organisation to improve its performance, and monitor progress towards and the effect of any such improvements.

PROVIDED THAT any action described in 5.2.2 above taken by the Council shall not prevent it exercising its rights under 5.2.1 in any way.

## **6. REVIEW**

**6.1** Whilst the Council will monitor the reports and information provided pursuant to clause 3.8, and the Monitoring Arrangements in Schedule 3, the terms of this Agreement shall be reviewed in accordance with the provisions of this clause. Such reviews shall be carried out by way of a meeting between the Authorised Officer and the Provider Representative ("the Review Meeting") who shall be obliged to attend such meeting.

**6.2** Reviews shall be carried out:

**6.2.1** every quarter during the Term;

**6.2.2** at such other times as are required by the Council on giving reasonable written notice to the Provider.

**6.3** Each Party must submit to the other details of those matters which it requires to be discussed at the appropriate Review Meeting in writing at least two weeks prior to the date of such meeting. Such meetings shall be minuted by the Provider and copies of such minutes circulated to the Council. Such minutes shall be subject to written approval by the Council. Any unresolved problems emerging from such meetings shall be referred immediately to a senior executive officer of each Party who shall attempt to resolve the issue.

**6.4** Notwithstanding the provisions of clause 6.3, each Review Meeting shall specifically consider the Provider's compliance with clauses 3.1, 3.2, 3.3 and 3.4 of this Agreement.

**6.5** If, after a Review Meeting has been held, the Council is of the opinion that the Provider is not complying with the terms of this Agreement (giving particular consideration to clauses 3.1, 3.2, 3.3 and 3.4), the Council may give written notice requiring the Provider to remedy such defects as may be specified. Failure to remedy the defects within the period set out in such a notice shall entitle the Council to exercise its rights under clause 5..

## **7. EXCLUSION OF LIABILITY, INDEMNITY AND INSURANCE**

**7.1** Exclusion of Liability

The Council and their respective employees, agents and officers shall not at any time be liable:

- 7.1.1** to any person or the Provider for anything in connection with the development planning operation and/or administration of the Project;
- 7.1.2** to the Provider for any loss or damage arising directly or indirectly as a result of the compliance by the Provider of this Agreement;
- 7.1.3** to the Provider for any deficit in revenue that may occur arising out of or in consequence of the execution of this Agreement;

## **7.2 Provider Indemnity**

The Provider shall indemnify and keep indemnified the Council and its respective councillors, employees, agents, officers or sub-contractors against all losses and claims for all injuries (including death, illness and disease) or damage of any type to any persons or property whatsoever or any other claim or loss suffered by the Council caused by any activity of the Provider which may arise out of or in consequence of the execution of this Agreement and/or the Project and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Provided always that the Provider's liability to indemnify the Council as aforesaid shall be reduced proportionately to the extent that the act or neglect of the Council may have contributed to the said loss, injury or damage. In this latter connection, the Provider agrees to provide prompt notice to the Council of any such claim, and the Council shall have the sole right to control the defence of any such claim

## **7.3 Insurance**

- 7.3.1** The Provider shall (but without limiting its obligations and responsibilities under the indemnity given by the Provider in sub-clause 7.2) for the duration of this Agreement effect and maintain public liability insurance, to a minimum of five million pounds (£5,000,000) and employer's liability insurance to a minimum of ten million pounds (£10,000,000) in respect of any one act or occurrence or a series of acts or occurrences arising from one event but with no aggregate limit during any one period of cover and any other insurances as may be required by law.
- 7.3.2** The insurance shall be effected with a reputable insurer and the interests of the Council shall be noted on the insurance policy. The Provider shall upon reasonable request provide to the

Council copies of all insurance policies, cover notes and premium receipts. Failure to provide this information may lead to immediate suspension or termination of the Agreement.

## **8. NON-DISCRIMINATION**

The Provider shall:

- 8.1 perform its obligations under this Agreement (including those in relation to the Services) in accordance with:
  - 8.1.1 all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
  - 8.1.2 the Council's equality and diversity policy as provided to the Provider from time to time; and
  - 8.1.3 any other requirements and instructions which the Council reasonably imposes in connection with any equality obligations imposed on the Council at any time under applicable equality law; and
- 8.2 take all necessary steps, and inform the Council of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).
- 8.3 at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement. The Provider shall also undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

## **9. CONTACTS**

- 9.1 The Provider shall contact the Council through the Authorised Officer and any other person notified to the Provider by the Council in writing at the address and by the telephone and email address notified.
- 9.2 The Council shall contact the Provider through the Provider Representative and any other person notified to the Council by the Provider in writing at the address and by the telephone and fax numbers notified.

## **10. PARTNERSHIP**

This Agreement does not constitute a Partnership in the terms of the Partnership Act 1890, a contract of employment or a joint venture

arrangement between the parties and each of the parties undertakes to make this clear in all its dealings with third parties.

## **11. AGENCY**

- 11.1** In carrying out its obligations under this Agreement the Provider agrees that it shall be acting as principal and not as agent of the Council and the Provider shall not say nor do anything that may lead any other person to believe that the Provider is acting as the agent of the Council.
- 11.2** Nothing in this Agreement shall render the Council liable to indemnify the Provider in respect of any liability of any kind incurred by the Provider to any other person but this shall not be taken to exclude or limit any liability of the Council to the Provider that may arise by virtue of either any term of this Agreement or any negligence on the part of the Council, its staff or agents.

## **12. BRIBERY AND CORRUPTION**

- 12.1** The Council may terminate this Agreement by written notice with immediate effect, and recover from the Provider all losses resulting from such termination, if the Provider, or any of its employees, agents or subcontractors (in all cases whether or not acting with the Provider's knowledge):
- 12.1.1** directly or indirectly offers, promises or gives any person working for or engaged by the Council a financial or other advantage to:
  - 12.1.2** induces that person to perform improperly a relevant function or activity;
  - 12.1.3** rewards that person for improper performance of a relevant function or activity;
  - 12.1.4** directly or indirectly requests, agrees to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
  - 12.1.5** commits any offence:
    - a) under Section 117(2) of the Local Government Act 1972;
    - b) under the Bribery Act 2010;
    - c) under legislation creating offences concerning fraudulent acts; or
    - d) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council.



12.1.6 defrauds, attempts to defraud, or conspires to defraud the Council.

### **13. DISPUTE RESOLUTION**

- 13.1** In the event of any dispute or difference arising in connection with this Agreement the Parties shall use their reasonable endeavours to engage in discussions to resolve the dispute in good faith and failing such resolution the dispute shall be escalated to the Chief Executive of the Council and the Chief Executive or equivalent of the Provider;
- 13.2** Any such dispute that cannot be settled by agreement between the Parties under clause 13.1 after 60 days the Parties will in good faith seek to resolve the dispute through mediation. Unless otherwise agreed, the Parties will share equally the costs of mediation, and the use of mediation will be without prejudice to the rights of the Parties in all respects if the mediation does not achieve an agreed resolution of the dispute.
- 13.3** If the dispute is still not resolved by mediation after a further 30 days (or such longer period as may be agreed between the Parties), or if one of the Parties will not participate in the mediation, the dispute shall be referred by any Party to and be determined under the provisions of the Arbitration Act 1996 (as amended) by a single Arbitrator appointed (in default of agreement) by the President for the time being of the Chartered Institute of Arbitrators (London) whose rules are deemed to be incorporated by reference into this clause. The jurisdiction and law applicable to this agreement is that of England and Wales, the place of any arbitration shall be England and the language of any arbitration shall be English;

### **14. NOTICES**

Notices under this Agreement shall be in writing delivered by hand or recorded delivery post and addressed to the Parties at the addresses given under clause 9 (or such other addresses as the Parties shall give each other from time to time).

### **15. RIGHTS OF THIRD PARTIES**

Notwithstanding any other provisions of this Agreement nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

### **16. PUBLICITY**

- 16.1** The Provider shall not undertake any activity, including any public statement in either online or offline channels, which will bring the reputation of the Council into disrepute.
- 16.2** The Provider shall notify the Council with immediate effect as soon as it



becomes aware of any activity or information provided by it which, may adversely affect the Council's involvement in this Agreement; or the reputation of the Council.

- 16.3 The Provider shall not by any means or media issue or make any representation or explanation of the terms of this Agreement or of the Licence referred to in Clause 3 hereof without having first submitted a draft of the same to the Council and either the Council has consented to the draft (such consent not to be unreasonably withheld) or five working days have elapsed since such submission without the Council having objected to the draft. For the purposes of this clause any such draft shall be submitted to the Authorised Officer.
- 16.4 Any use of the Council's logo must be approved by the Council's Communications and Marketing team. Use of the Council's logo must comply with the Council's brand guidelines which will determine its position and size in relationship to any partner/other logos. The appropriate version of the Council's logo shall be supplied by the Council's Communications and Marketing team who will ensure the relationship with the Council is made clear (e.g. 'funded by', 'supported by' or 'working in partnership with').

## **17. COMPLAINTS PROCEDURE**

- 17.1 The Provider shall have in place a written procedure approved by the Council to enable users of the Project or their representative to make complaints and representations about the Project (the 'Complaints Procedure').
- 17.2 The Provider shall give users of the Project or their representative information about the Complaints Procedure and how it operates. The Provider will ensure that this information shall be easily understood and available in appropriate form for all users of the Project.
- 17.3 The Provider shall promptly inform the Council of any complaint made under the Complaints Procedure by a user or their representative regarding the provision of the Project and the action taken by the Provider in response. The Provider shall maintain full records of any such complaint in accordance with clause 3.5.

## **18. FREEDOM OF INFORMATION**

The Provider acknowledges that the Council is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the Council to enable the Council to comply with these information disclosure requirements.

## **19. SAFEGUARDING**

- 19.1 Before the Provider engages or employs any person in the provision of the Project, or in any activity related to, or connected with, the provision

of the Project, the Provider must without limitation, complete the Employment Checks.

- 19.2 The Provider warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Provider in the provision of the Project is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 19.3 The Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 19 have been met.
- 19.4 The Provider shall refer information about any person carrying out the Project to the Disclosure and Barring Service where it removes permission for such person to carry out the Project (or would have, if such person had not otherwise ceased to carry out the Project) because, in its opinion, such person has harmed or poses a risk of harm to any children or vulnerable adults.
- 19.5 The Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to users of the Building.
- 19.6 The Council may terminate this Agreement and the Licence with immediate effect if the Provider fails to comply with this clause 19.

## **20 TERMINATION**

- 20.1 The Council may terminate this Agreement in whole or part with by the service of written notice on the Provider in the following circumstances:
  - 20.1.1 with immediate effect if the Provider is in breach of any material obligation under this Agreement provided that if the breach is capable of remedy, the Council may only terminate this Agreement under this clause 20.1 if the Provider has failed to remedy such breach within 14 days of receipt of notice from the Council to do so;
  - 20.1.2 in accordance with clause 4.5;
  - 20.1.3 in accordance with clause 12.1;
  - 20.1.3 in accordance with clause 19.6;
  - 20.1.4 in accordance with clause 25;
  - 20.1.5 if a resolution is passed or an order is made for the winding up of the Provider (otherwise than for the purpose of solvent

amalgamation or reconstruction) or the Provider becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the Provider's property or equipment;

20.1.6 if the Provider ceases or threatens to cease to carry on business in the United Kingdom.

20.2 The Provider may terminate this Agreement if the Council is in breach of any material obligation under this Agreement provided that if the breach is capable of remedy, the Provider may only terminate this Agreement under this clause 20.2 if the Council has failed to remedy such breach within 14 days of receipt of notice from the Provider to do so.

## **21. GOVERNING LAW**

This Agreement shall be governed by the laws of England and Wales and subject to the jurisdiction of the Courts of England and Wales.

## **22. WAIVER**

The waiver of either Party of any remedy in response to a breach of the Agreement shall not be taken to imply a waiver of any remedy in response to any subsequent breach or threat of breach by the other Party.

## **23. VARIATIONS**

No variation to the terms of the Agreement shall be valid unless agreed by the Council and the Provider and expressed in writing.

## **24. SEVERABILITY**

If any provision of this Agreement shall be declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability or legality of the remaining provisions of this Agreement.

## **25. FORCE MAJEURE**

Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from a Force Majeure Event, and in such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 180 days or more, the Party not affected may terminate this Agreement by giving 30 days' written notice to the other Party.

**26. ENTIRE AGREEMENT**

This Agreement and any document referred to in it constitute the entire agreement between the Parties relating to the subject matter of the Agreement. This Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

IN Witness whereof this Agreement has been signed by the Parties' authorised signatories

For and on behalf of the Council

For and on behalf of the Provider

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
*Authorised Signatories*

## **SCHEDULE 1 – CONTACTS**

1. For the purposes of clause 9, the contact details and e-mail addresses of the Parties shall be:

**(a) For the Council:** Wendy Lippmann

**Nottinghamshire County Council**

County Hall, Loughborough Road, West Bridgford, Notts. NG2 7QP

**E-mail:** [wendy.Lippmann@nottscc.gov.uk](mailto:wendy.Lippmann@nottscc.gov.uk)

**(b) For the Provider:**

Graham Machin

5 Barratt Lane, Attenborough, Nottingham, NG9 6AD

**E-mail:** graham.machin@ntlworld.com

## **SCHEDULE 2 – SERVICE SPECIFICATION**

### **1. Purpose of the Service**

The purpose of the service is to enable people suffering from mental ill-health, social exclusion or other social disadvantages the opportunities to gain support and advice with a wide range of needs, in order to deliver outcomes that promote health, well-being and quality of life.

### **2. The Service to be provided**

A wide range of support services will be provided, including :

- Peer to peer support
- Training in computer and internet skills
- Support in using the internet to access social benefits on-line
- Advocacy
- Social and recreational activities

The Centre will be available for use by charities whose members comprise mainly of mental health service users, but other members of the community will not be excluded.

### **3. Deliverables and Outcomes**

Charities who use the Licensed Area will provide a wide range of therapeutic activities including music, crafts and gardening.

Courses that promote personal well-being and recovery will be run within the Centre by Central College, Nottingham and other educational and training bodies.

The Provider will ensure effective liaison and partnership working with local statutory services and voluntary organisations.

The Provider will generate new income for the Project, for example through charging for room hire and grant applications.

The Centre will become a useful resource to the local community in general.

Social interaction across a wide spectrum of participants will be promoted, in order to help dispel stigma attached to disability and isolation.

#### **4. Equality Impact**

Services should consider the impact on any particular group of people which may be affected by their service, including individual policies and procedures. In doing so the organisation should:

- Consider if any impact is intentional and if so, be able to justify it
- Consider if any impact is unintentional and if so, consult with the specific group impacted
- Make decisions on how to limit the unintentional impact where possible.

Organisations should also work within the ethos of The Social Model of Disability.

#### **5. Safeguarding**

The Service Provider must comply with the Nottinghamshire Safeguarding Policy and Practice and ensure that its own policy complements this guidance. It is expected that the organisation will report any suspicions of adult abuse in line with this guidance and will ensure that service users are aware of their obligation to do so.

#### **6. Dignity Challenge**

All service provision will be in line with the dignity challenge as described in appendix 1 of this agreement. The organisation will periodically undertake internal dignity tests in order to ensure that the ethos is followed at all times.

#### **7. Target Group**

People suffering from mental ill-health, social exclusion or other social disadvantages as well as the wider community as fellow citizens.

#### **8. Location of the Service**

Middle Street Resource Centre, Middle Street, Beeston

#### **9. User Consultation and Review Process**

To ensure the effectiveness of this service, carers and users should be given the opportunity to contribute to the development of the service, as well as to the planning and delivery of the package of support for the service user. In particular they should

- Be involved in the interviewing of staff for the service, which includes helping to set the questions, membership

of the interview panel and the decision on appointing staff where possible.

- Be asked to give feedback following any training or involvement in the project.
- Be involved in any discussions regarding any proposed changes to the service
- Be involved in the evaluation of the Service provided



### **SCHEDULE 3 – MONITORING ARRANGEMENTS**

1. The Service Provider shall at all times co-operate with the processes of the Purchaser for monitoring, evaluation and quality audit in whatever way reasonably requested, and shall provide copies of any documents that are reasonably requested by the Purchaser.
2. The Service Provider shall demonstrate to the Purchaser that it has a commitment to providing quality services and ensuring Service User satisfaction. In order to do this, the Service Provider shall have in place a quality assurance system which continuously reviews and improves the standards of service delivery. Such a system will include but not be limited to the following:
  - seeking the views of Service Users;
  - checking that the specified Service is consistently being delivered efficiently, effectively and sensitively, taking account of Service Users' needs and preferences;
  - ensuring that appropriate changes are promptly made where the Service is not consistently being delivered efficiently, effectively and sensitively, taking account of Service Users' needs and preferences;
  - checking that all records are properly maintained and updated;
  - regular monitoring and evaluation of complaints/concerns, in addition to the requirements of the Service Provider's complaints procedure;
  - an annual service review of performance and Service User satisfaction with the Service provided.
3. The Service Provider shall maintain regular communication with the Lead Officer in whatever way reasonably required by the Purchaser.
4. The Service Provider shall allow authorised officers of the Purchaser reasonable access to the premises where the Service is provided and access to all documents relating to the performance of the Service under this Agreement.
5. Subject to the legal duty of confidentiality, the Service Provider shall provide relevant information concerning Service Users on request from the Purchaser.
6. The Purchaser retains the right to confidentially canvass the views of the Service User(s) and/ or their Representative in relation to the Service.

7. The Service Provider shall send to the Purchaser the monitoring information as detailed in paragraphs 8., 9. and 10. below.

Quantitative/Qualitative Information	Frequency	Method
Progress on each of the service specific outcomes, detailing numbers and providing feedback.	Quarterly	Written report to be delivered to Wendy Lippmann.

- 8.

Annual Service Review Information	Frequency	Method
Summary report detailing any issues preventing targets being reached or any particular areas of success. The report should also outline how the service has contributed to the deliverables and outcomes specified, detail any equality impact work undertaken and comment on the service's commitment to The Dignity Challenge, using examples as appropriate.  Annual Accounts  Proof of insurance	Annual	To be submitted two weeks before each annual review

9. An annual service review shall be undertaken by the Lead Officer with the Provider following receipt of the information.
10. The annual service review shall consider the Provider's ability to deliver the Project and whether it is compliant with the terms and conditions of the Agreement.
11. The annual service review shall determine whether any alterations are required to the Service Specification, the monitoring arrangements as detailed in Schedule 4, or any other parts of the Agreement.

**IN Witness whereof this Agreement has been signed by the Parties' authorised signatories**

**Signed on behalf of Nottinghamshire County Council**

<b>Signature:</b>	<b>Date:</b>
<b>Print Name:</b>	<b>Status:</b>

**Signed on behalf of the Provider**

<b>Signature:</b>	<b>Date:</b>
<b>Print Name:</b>	<b>Status:</b>

## APPENDIX 1

### The Dignity Challenge

#### **1. Have a zero tolerance of all forms of abuse**

By this we mean:

*Respect for dignity is seen as important by everyone in the organisation, from the leadership downwards. Care and support is provided in a safe environment, free from abuse. It is recognition that abuse can take many forms including physical, psychological, emotional, financial and sexual, and extend to neglect or ageism.*

Dignity tests:

- Is valuing people as individuals central to our philosophy of care?
- Do our policies uphold dignity and encourage vigilance to prevent abuse?
- Do we have in place a whistle blowing policy that enables staff to report abuse confidentially?
- Have the requisite Criminal Records Bureau and Protection of Vulnerable Adults List checks been conducted on all staff?

#### **2. Support people with the same respect you would want for yourself or a member of your family**

By this we mean:

*People should be cared for in a courteous and considerate manner, ensuring time is taken to get to know people. People receiving services are helped to participate as partners in decision-making about the care and support they receive. People are encouraged and supported to take responsibility for managing their care themselves in conjunction with, when needed, care staff and other information and support services.*

Dignity tests:

- Are we polite and courteous even when under pressure?
- Is our culture about caring for people and supporting them rather than being about 'doing tasks'?
- Do our policies and practices emphasise that we should always try to see things from the perspective of the person receiving services?
- Do we ensure people receiving services are not left in pain or feeling isolated or alone?

#### **3. Treat each person as an individual by offering a personalised service**

By this we mean:

*The attitude and behaviour of managers and staff help to preserve the individual's identity and individuality. Services are not standardised but are personalised and tailored to each individual. Staff take time to get to know the person receiving services and agree with them how formally or informally they would prefer to be addressed.*

Dignity tests:

- Do our policies and practices promote care and support for the whole person?
- Do our policies and practices respect beliefs and values important to the person receiving services?
- Do our care and support consider individual physical, cultural, spiritual, psychological and social needs and preferences?
- Do our policies and practices challenge discrimination, promote equality, respect individual needs, preferences and choices, and protect human rights?

**4. Enable people to maintain the maximum possible level of independence, choice and control**

By this we mean:

*People receiving services are helped to make a positive contribution to daily life and to be involved in decisions about their personal care. Care and support are negotiated and agreed with people receiving services as partners. People receiving services have the maximum possible choice and control over the services they receive.*

Dignity tests:

- Do we ensure staff deliver care and support at the pace of the individual?
- Do we avoid making unwarranted assumptions about what people want or what is good for them?
- Do individual risk assessments promote choice in a way that is not risk-averse?
- Do we provide people receiving services the opportunity to influence decisions regarding our policies and practices?

**5. Listen and support people to express their needs and wants**

By this we mean:

*Provide information in a way that enables a person to reach agreement in care planning and exercise their rights to consent to care and treatment. Openness and participation are encouraged. For those with communication difficulties or cognitive impairment, adequate support and advocacy are supplied.*

Dignity tests:

- Do all of us truly listen with an open mind to people receiving services?
- Are people receiving services enabled and supported to express their needs and preferences in a way that makes them feel valued?
- Do all staff demonstrate effective interpersonal skills when communicating with people, particularly those who have specialist needs such as dementia or sensory loss? Do we ensure that information is accessible, understandable and culturally appropriate?

## **6. Respect people's right to privacy**

By this we mean:

*Personal space is available and accessible when needed. Areas of sensitivity which relate to modesty, gender, culture or religion and basic manners are fully respected. People are not made to feel embarrassed when receiving care and support.*

Dignity tests:

- Do we have quiet areas or rooms that are available and easily accessible to provide privacy?
- Do staff actively promote individual confidentiality, privacy and protection of modesty?
- Do we avoid assuming that we can intrude without permission into someone's personal space, even if we are the care giver?
- Can people receiving services decide when they want 'quiet time' and when they want to interact?

## **7. Ensure people feel able to complain without fear of retribution**

By this we mean:

*People have access to the information and advice they need. Staff support people to raise their concerns and complaints with the appropriate person. Opportunities are available to access an advocate. Concerns and complaints are respected and answered in a timely manner.*

Dignity tests:

- Do we have a culture where we all learn from mistakes and are not blamed?
- Are complaints policies and procedures user-friendly and accessible? Are complaints dealt with early, and in a way that ensures progress is fully communicated?
- Are people, their relatives and carers reassured that nothing bad will happen to them if they do complain?
- Is there evidence of audit, action and feedback from complaints?

## **8. Engage with family members and carers as care partners**

By this we mean:

*Relatives and carers experience a welcoming ambience and are able to communicate with staff and managers as contributing partners. Relatives and carers are kept fully informed and receive timely information. Relatives and carers are listened to and encouraged to contribute to the benefit of person receiving services.*

Dignity tests:

- Do employers, managers and staff recognise and value the role of relatives and carers, and respond with understanding?
- Are relatives and carers told who is 'in charge' and with whom issues should be raised?

- Do we provide support for carers who want to be closely involved in the care of the individual, and provide them with the necessary information?
- Are we alert to the possibility that relatives' and carers' views are not always the same as those of the person receiving services?

## **9. Assist People to Maintain Confidence and a Positive Self-Esteem**

By this we mean:

*The care and support provided encourages individuals to participate as far as they feel able. Care aims to develop the self-confidence of the person receiving services, actively promoting health and well-being. Adequate support is provided in eating and drinking. Staff and people receiving services are encouraged to maintain a respectable personal appearance.*

Dignity tests:

- Are personal care and eating environments well designed for their purpose, comfortable and clean?
- Do we maximise individual abilities at all times during eating and personal care and hygiene activities?
- Do we ensure people receiving services wear their own clothes wherever possible rather than gowns etc.?
- While respecting the wishes of the person receiving services as far as possible, are they respectable at all times and are staff tidy and well presented?

## **10. Act to alleviate people's loneliness and isolation**

By this we mean:

*People receiving services are offered enjoyable, stimulating and challenging activities that are compatible with individual interests, needs and abilities. People receiving services are encouraged to maintain contact with the outside community. Staff help people receiving services to feel valued as members of the community.*

Dignity tests:

- Do we provide access to varied leisure and social activities that are enjoyable and person-centred?
- Have we reviewed the activities we offer to ensure they are up to date and in line with modern society?
- Do we provide information and support to help individuals engage in activities which help them participate in and contribute to community life?
- Are responsibilities of all staff towards achieving an active and health-promoting culture made clear through policies, procedures and job descriptions? *Source: SCIE*
- Practice Guide 09 Dignity in Care









DRAFT REVISION

APPENDIX C

# **Beeston Community Resource**

## **Business Plan 2015-2017**

Contact:

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Revision 1: 19<sup>th</sup> January 2015

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**Note:** This Business Plan was originally dated 29<sup>th</sup> November 2015. The changes by way of revision are confined to Section 8.

## **1 Organisation details**

### **1.1 Name**

Beeston Community Resource [CIO]

### **1.2 Address**

74 Middle Street, Beeston, Nottingham, NG9 2AR (prospective)

c/o 5 Barratt Lane, Attenborough, Nottingham, NG9 6AD (until 1/4/2015 or further notice)

### **1.3 Telephone number**

0115 9252516 (prospective)

0115 9179025 (until 1/4/2015 and thereafter out of hours)

### **1.4 E-mail**

To be advised; meanwhile and in the alternative  
[graham.machin@ntlworld.com](mailto:graham.machin@ntlworld.com)

### **1.5 Website**

To be advised

### **1.6 Legal status**

An application for registration as a Charitable Incorporated Organisation remains outstanding.

### **1.7 Objects**

See paragraph 3 in Proposed Constitution attached as Annex 1.

## **2 Background**

In 2013 Nottinghamshire County Council (“the Council”) completed the comprehensive internal refurbishment of the building at 74 Middle Street (“the Centre”) with the intention that (apart from an office element) it would “continue to be used by people with mental ill health alongside other disabled people” with “plans to hire rooms for meetings and activities for community groups”. The Council has now decided to withdraw from the management of the Centre, and on 13<sup>th</sup> October 2014 made an outline proposal to the newly-

formed Beeston Community Resource steering group indicating a basis on which the Council might allow the new organisation, in course of formation, to take over the management of the centre.

We, (the BCR Steering Group) have therefore prepared this Business Plan as requested in the outline proposal in order to satisfy the Council that we can undertake the internal management of the centre on a provisional and transitional basis from April 2015, with a good prospect of demonstrating that the County can be confident in committing the management to BCR on a longer-term basis from April 2016.

We are continuing to investigate and discover allies, resources, opportunities and constraints and intend to keep this Plan under continuous review. We will keep the Council informed of progress.

### **3 What we intend to do**

BCR will continue to make the Centre available for use by existing charities whose members mainly comprise mental health service users, and who provide and engage in a wide range of therapeutic activities including music, crafts and gardening. We will also continue to arrange the provision at the Centre of courses by Central College, Nottingham, and other educational and training bodies, designed to foster personal well-being and recovery.

We will provide, or arrange for the provision of, a widening range of support services for those suffering from mental ill-health, social exclusion or other social disadvantages. These will include peer-to-peer support, training in computer and internet skills, support in using the internet to access social benefits online, advice on social security benefits, advocacy and social and recreational activities.

Although BCR will be independent of statutory services, we will liaise closely with such services, and especially with the County Council as provider of adult social services and with the NHS at both primary and secondary levels. At the local level liaison with Broxtowe Borough Council is essential and Framework, Central College and Voluntary Action Beeston are very important allies.

Our vision for the Centre is that it will welcome and support anyone in our local communities who is suffering from mental illness or distress, is experiencing social exclusion for any reason or requires assistance in developing the capacity and skills to overcome social disadvantage. We intend to make the Centre available to serve a wide range of community activities and interests. This will not only maximise its usefulness for the local community in general, but will also provide additional opportunities for activities across a wide spectrum of participants, encouraging social

interaction and helping to dispel the stigma which often attaches to disability and social isolation.

Our aims are consistent with the County's Strategic Plan Priority 4, and with the proposed strategic priorities in the draft Nottinghamshire Mental Health Strategy 2014-2017 (May 2014).

#### **4 MindSet**

MindSet is an unincorporated association with about 300 members, registered as a charity. The great majority of its members are present or past users of mental healthcare services, and many were regular attenders at Middle Street when it was a fully staffed County Council day centre. MindSet has since then attracted new members, some of whom are not service users.

Some of the prospective BCR trustees are also members of and/or trustees of MindSet, but it is important to bear in mind that MindSet as an association, and its members as individuals, are not the only beneficiaries of the facilities and services presently available at the Centre, and the enjoyment and use of the building will also be more widely spread in future.

As individuals, MindSet members' use of the centre varies widely. Many attend regularly, from one to several days every week, and rely on Middle Street as a mainstay of their social life and essential to maintain supportive friendships. Many attend courses and group activities at the centre, some of which (e.g. the Central College courses) are provided by outside organisations and others of which (e.g. the quilting group) are self-provided by MindSet members.

The position of MindSet and its members is particularly important when considering our charging structure for use of the Centre. BCR's underlying purpose is to provide or facilitate support and services to individuals in need, rather than to the organisations to which some of those individuals might belong. Such services need to be provided either free of charge, or for very modest charges which most beneficiaries can afford, with arrangements to subsidise those who can afford nothing.

The facilities at Middle Street fall into two parts. First, there are the common areas, notably the main central space and the garden, which are at the centre of the social life of the centre and which all who visit it can enjoy. Secondly, there are specific rooms, ranging in size from the smallest meeting room to the large activity space, which can be hired out by the hour. The existing "outside" providers of courses and activities at Middle Street are in general in a position to pay for room hire, even though the activities are free to users (e.g. College courses attended by people on benefits) or subject to a very

modest charge (e.g. Yoga, Pilates). The obvious general arrangement is for the enjoyment of the common areas to be available and free for all, but to make hire charges for specific rooms.

This approach is however not readily applicable to MindSet and its members. At present, they form the majority of those who use the centre, but for many of them most of this use is in the enjoyment of the common areas. Further, the imposition of standard charges for MindSet groups using specific rooms, to be borne by the members of those groups, would be likely to cause a reduction in these beneficial activities.

It is clear that the MindSet trustees, and active members, do recognise that from April 2015 MindSet as a whole needs to make a monetary contribution towards the expense of running the centre, and there are ongoing discussions between BCR and MindSet about how this can best be arranged. BCR has been concerned to know what safe assumptions it can make, for the purposes of this Business Plan, about contributions towards the costs of the centre by MindSet on behalf of its members. Two points are clear:

First, MindSet volunteers at present operate the coffee bar. This is an essential service, whose continuance BCR must secure; but it also yields profits assisted by the fact that it can trade entirely free of overheads. It is recognised that from April 2015 the profits of the coffee bar should be committed towards the overheads to be borne by BCR. They are therefore treated in our financial forecasts (below) as BCR income.

Secondly MindSet has committed itself to attempting to contribute, over the year April 2015 to March 2016, up to a further £15000 towards the expenses of the centre; which BCR regards as feasible. This is on the basis that, over this period, the music room will be managed and used by MindSet (or others with their permission) and that MindSet's own groups should be allowed to use other rooms free of separate charge at times when they are not required to be hired out to paying users.

This understanding between BCR and MindSet is reflected in our financial estimates (below).

## **5 Our goals**

### **5.1 For the transitional year: 1/4/2015 – 31/3/2016**

We intend to maintain all current activities for all who presently benefit from them; and to widen and improve activities and support services as quickly as is feasible. The BCR initiative has already begun to attract new initiatives, as



well as heartening those involved in current activities who are concerned about the availability of the Centre beyond next March.

For the first time the Centre will be made available for use by a wide range of community groups and organisations (including local government or other statutory bodies) whose purposes are consistent with the ethos of the Centre. The hire of space to such users will be an important addition to our income.

As regards the attraction of new users, we have already established that a Housing Association with strong representation in Broxtowe, but no direct connection with the Centre at present, is keen to hire space in future for a variety of purposes, including residents meetings, road shows addressing such developments as Universal Credit, and staff training.

We also intend to make the Centre available for use in the evening and at weekends, on a basis in which hire of space to third parties needs to be profitable and use by our “beneficiaries” needs at least to break even.

We intend as soon as possible to employ as manager of the Centre a person with appropriate skills in project management and preferably with experience in managing a similar type of centre. This would be a full-time post. We also intend to employ an administrative assistant, which is envisaged as part-time post (about 15 hours per week) at least initially.

The proposed BCR trustees are all involved in supporting present activities in the Centre, and have between them wide life experience in the sphere of mental health (including experience as carers and service users) as well as in business and the professions. In the event of any delay in the engagement of staff at the start of the project, on-site management will be provided by a co-ordinated management team comprising one or more of the proposed trustees and other volunteers, for as long as necessary.

## **5.2 From 1/4/2016**

We hope to earn the right to continue to manage the Centre in the manner described above for the indefinite future, on the leasehold basis contemplated in the outline proposal. We would aim to continue to deepen, strengthen and extend the services and facilities provided by the Centre, consistently with our charitable objectives.

## **6 Managing Risks**

We have identified two particular risks which need to be managed.

First, we applied to the Charity Commission for CIO registration on 21 October, the advertised expectation being that a decision would be forthcoming within 40 days. On 13 November we received an email from a

case officer informing us that the Registration Division is currently experiencing exceptionally high volumes of work, that she aims to be in touch with us again by 30 December, and that when she is there might be a need for further correspondence. We have no reason to think that registration might be refused, but there is clearly a considerable risk that a decision might be delayed into 2015.

A CIO does not come into existence until registered, one consequence being that bank accounts cannot be established until then. If registration has not been effected by 5 January 2015 the BCR steering group will form an unincorporated association with the same objectives and similar constitutional arrangements to the draft CIO constitution, in order to be able to open bank accounts and proceed with our plans. We would then hand over the corporate entity when it has come into existence.

Secondly, we have to contemplate the possibility the BCR takes over the internal management of the Centre before it is possible to employ paid staff. In that event a voluntary management team will operate, which will ensure at least one person able to discharge management functions is present in the Centre throughout opening hours. The team will be led by the Chair of the working group, who from April 2015 will be able to attend the Centre almost without restriction, and other volunteers (including members of the steering group) some of whom have already been identified. We are therefore satisfied that the Centre will be effectively run even if the recruitment of staff is delayed.

## **7 Running BCR**

### **7.1 Members/trustees**

Under the “Foundation Model” Constitution (Annex I) BCR will be under the direction and control of a body of up to 15 members all of whom will also be trustees. As at 1/12/2014 the proposed member/trustees are:

Graham Machin: Barrister, MindSet member and trustee, Treasurer of the Carers’ Council – Allies in Adult Mental Health.

Mike Baldry: MindSet Co-Chair, a social inclusion worker with extensive experience of supporting people with mental health difficulties.

Karen Medd: Secretary of Capacity, trained in peer-to-peer support for mental health service users

Paul Walsh: Community Development Officer, Central College Nottingham

Mark Lambert: Framework Team Leader, Moving Forward - Steps 2 Independence (South)

Judith Machin, Secretary of the Carers' Council - Allies in Adult Mental Health, trained in peer-to-peer support for carers

## 7.2 Policies and Procedures

The following policies and procedures have been agreed ready for adoption on registration:

Diversity and Equalities Policy  
Safeguarding Vulnerable Adults Policy and Procedure

The following policies and procedures will be adopted before 1/4/2014:

Financial Management  
Health and Safety  
Complaints Procedure  
Data Protection  
Confidentiality

## 8 Income and expenditure forecast

Current forecasts for income and expenditure during the proposed transitional year (2015-16) and "Year 1" (2016-17) are below, with additional notes to explain the figures. Possible grant support is not included in the forecast for 2015-2016, but a modest allowance is made in Year 1. BCR has made an application to the County Council under the 2015-18 round of grants, and will make other applications as necessary after registration as a CIO. We believe that the case to be made for grant-aid to support this project in its early years is exceptionally strong, and that the main question is when, rather than if, it can be secured. We are confident that the allowance made in 2016-2017 is realistic.

	<u>2015-16</u>	<u>2016-17</u>
<u>Projected income</u>	££	££
Weekday room rental (1)	20000	40000
Coffee bar profit (2)	5000	10000
MindSet contribution (3)	15000	15000
Room/Centre hire evenings/weekends (net) (4)	2000	5000

Fund-raising events and activities	2000	5000
Gift Aid from individuals	1000	2000
Grants	NIL	40000
	—————	—————
Total (excluding possible grants)	45000	117000

#### Projected outgoings

Rent	NIL	NIL
Contribution to NCC overheads (5)	NIL	70000
Employment of manager (6)	22500	30000
Employment of administrative assistant (6)	7500	10000
New equipment	5000	NIL
Consumables, insurance, sundries	5000	5000
	—————	—————
Total	40000	115000

#### Notes

- (1) This assumes for 15/16 the continuance of present levels of use by those able to pay room hire – 27 hours per week at say £13 per hour for 50 weeks = £17550 rounded to £20000. On the basis of new interest shown this is likely to prove conservative. The assumed doubling in 16/17 still only represents 60 hours per week. Excluding the music room (assumed to be allocated to MindSet through both years) there are 7 rooms x 7 hours x 5 days = 245 room/hours per week, so the 16/17 projection still assumes only 25% occupancy.
- (2) The coffee bar “profit” – representing takings less purchases of stock with “all found” – averages at present £46, say £50 per week. Currently the coffee bar operates at a very basic level and is unattended for long periods. Assuming increased efficiency but still a basic service, the 15/16 year assumption is that the “profit” can be doubled. Given the scope for improvement, still consistent with operation by volunteers, and increasing numbers of visitors, it is considered reasonable to expect a further doubling in 16/17.
- (3) See Section 4 above. Although MindSet will benefit from having a secure future at Middle street, and the wider range of activities which BCR will

develop, it has now to adapt from the situation in which its members have the use of the centre free of charge, to one in which the members, collectively, need to join with other users in making a contribution to the expenses incurred by BCR for the common good. Given that most MindSet members are service users on low incomes, it may well be that the contribution could be partly reliant on grant support; which MindSet will no doubt explore. Pending experience over the transitional year (15/16), the MindSet figure has been retained unchanged for 16/17.

- (4) We believe that there is considerable potential to extend the use of the Centre into evenings and weekends, but have adopted very modest projections for both years until we have been able fully to test the market.
- (5) The outline proposal says that the County will manage and pay for the running costs of the building up to 1/4/16 (point 4) subject to the request in point 9 for BCR to indicate what financial contributions we could make towards the running costs of the building in the period up to that date; the purpose being to demonstrate that BCR can continue in the medium term on a sound financial footing. We are not averse to this suggestion in principle, and if we secure, from whatever source, funding for staff salaries it is clear that a significant contribution would be possible. If not, it may be necessary to strike a balance between using the identified sources of income to enable the early engagement of staff, and applying them to reducing the County's expenditure on running costs; and we would expect this to be a matter for discussion with the County.
- (6) The difference between these figures reflects the recognition that it is very unlikely that paid staff will be in place until at least July 2015.

## **9 The whole building?**

The outline proposal requests (point 9) that we indicate how BCR could take on full responsibility for the management and all running costs of the whole building after 1/4/16 in the event that no part is occupied by the County Council. We understand from subsequent clarification that this is a preliminary exploration of the possibility, but it is assumed that the rent for the whole building would be a peppercorn.

In principle, we would welcome the opportunity to take responsibility for the entire building, and believe that it could be put to good use to serve the whole community. In that event, we would wish to be able to sub-let the office area unless and until it were required for community use; or indeed to a separate community enterprise which would complement our aims. Provided that we

have reasonable notice, and have the ability to sublet if necessary or desirable, we regard this possibility as entirely feasible.

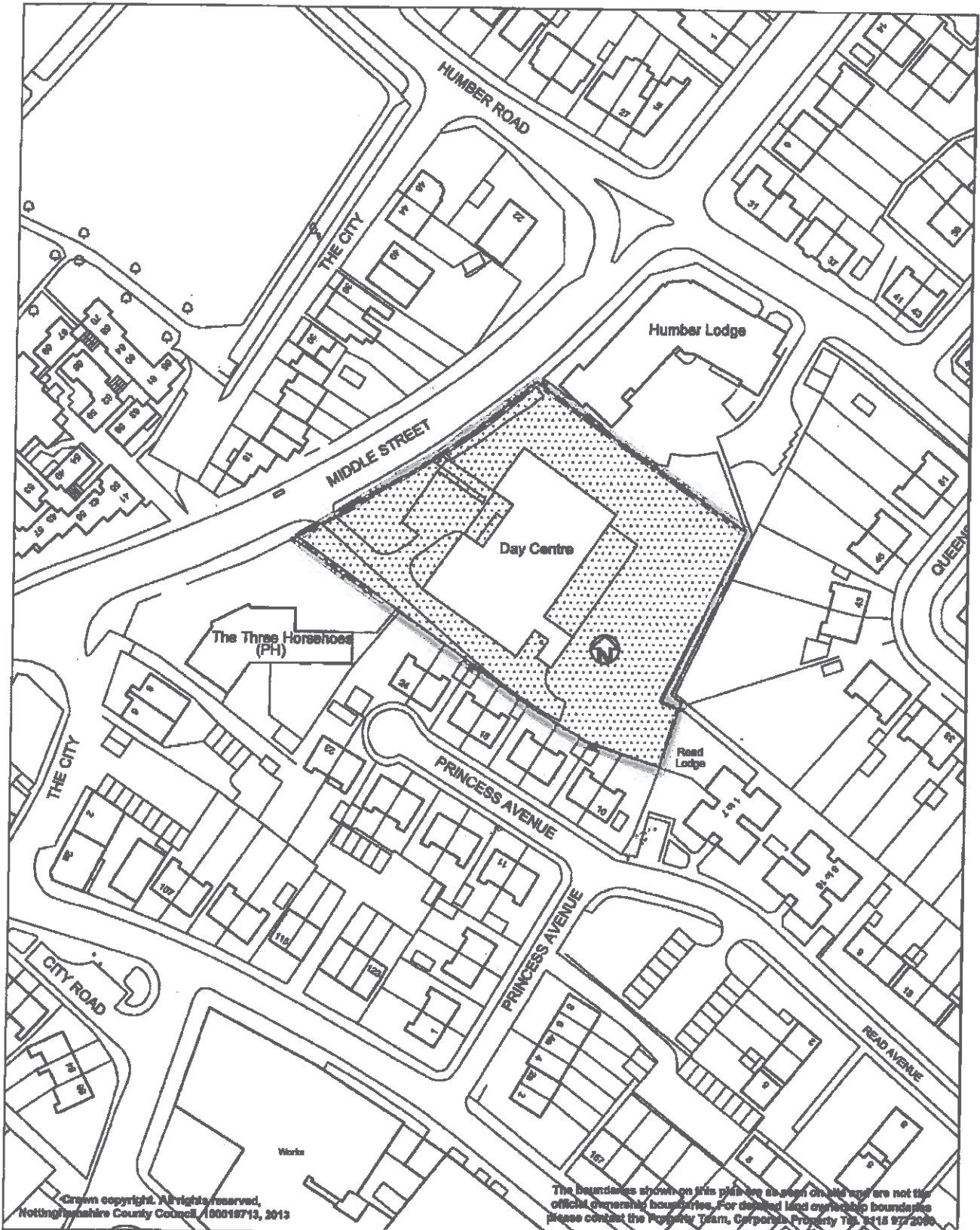
## **10 Conclusion**

Although we have prepared and submitted this Business Plan by the date requested, it will inevitably continue to evolve as we work towards the projected takeover date. However, we do not foresee any circumstances which would materially affect the contents of this Plan in an adverse way.

We stand ready to discuss the contents of this Plan, and to clarify any uncertainties or remedy any perceived omissions.


We hope that the County is able to give an early indication that it will prepared to commit the internal management of the Centre to us for the transitional year 2015/16, in order that we can make the necessary preparations over the next four months.

# PLAN 1



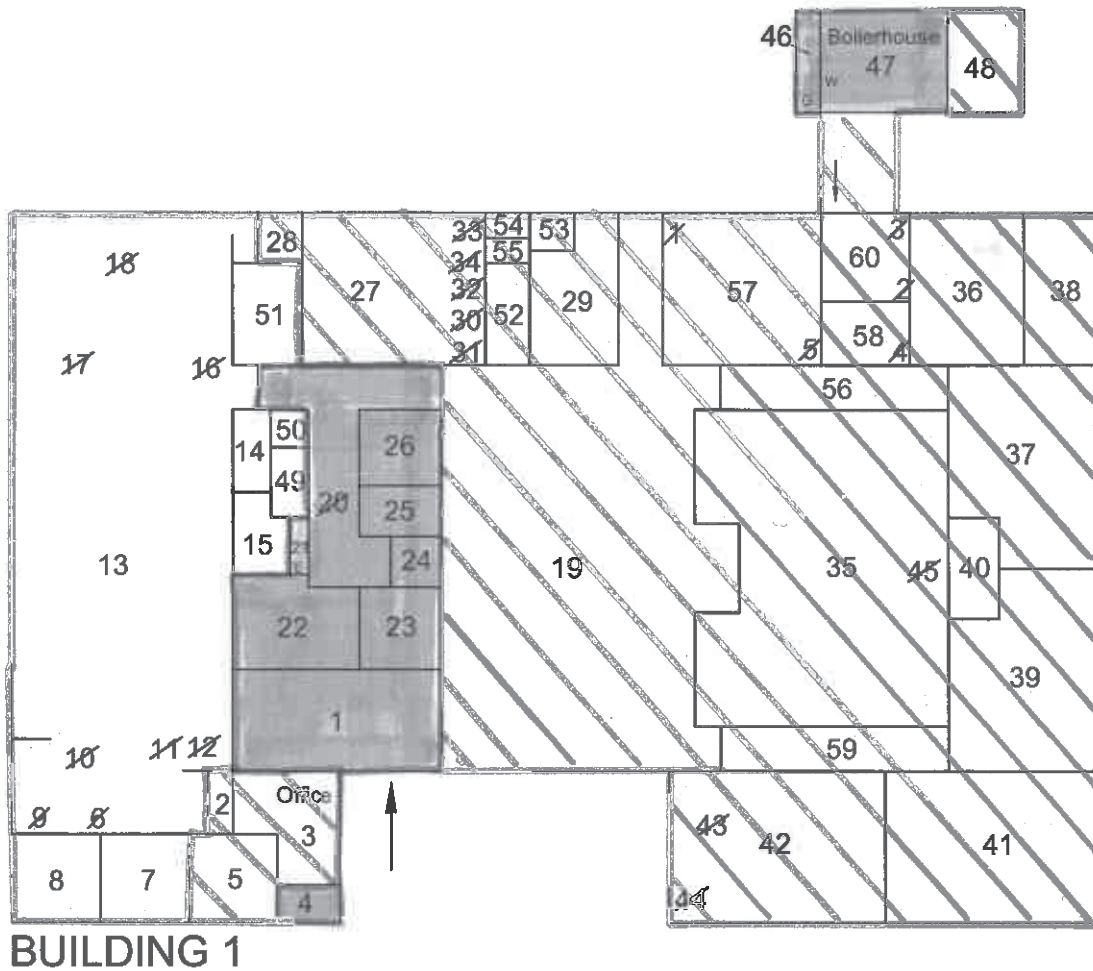
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Nottinghamshire County Council 100018713, 2013

The boundaries shown on this plan are as seen on the map and are not the official ownership boundaries. For detailed land ownership boundaries please contact the Property Team, Corporate Property Tel: 0115 977 2000

<b>Environment &amp; Resources</b> Trent Bridge House, Fox Road, West Bridgford, Nottingham, NG2 6BJ Tel: 0115 9772282  <b>Nottinghamshire County Council</b>	Project <b>BEESTON DAY CENTRE</b>		Drawn <b>FRW</b>	Date <b>AUG'05</b>
	Property No. <b>6164</b>	Project No.	Chkd	Date
	Title <b>SITE PLAN</b>		Auth	Recd
	Drawing No.		Scale <b>NTS</b>	
© Nottinghamshire County Council		Page 63 of 190		Rev.



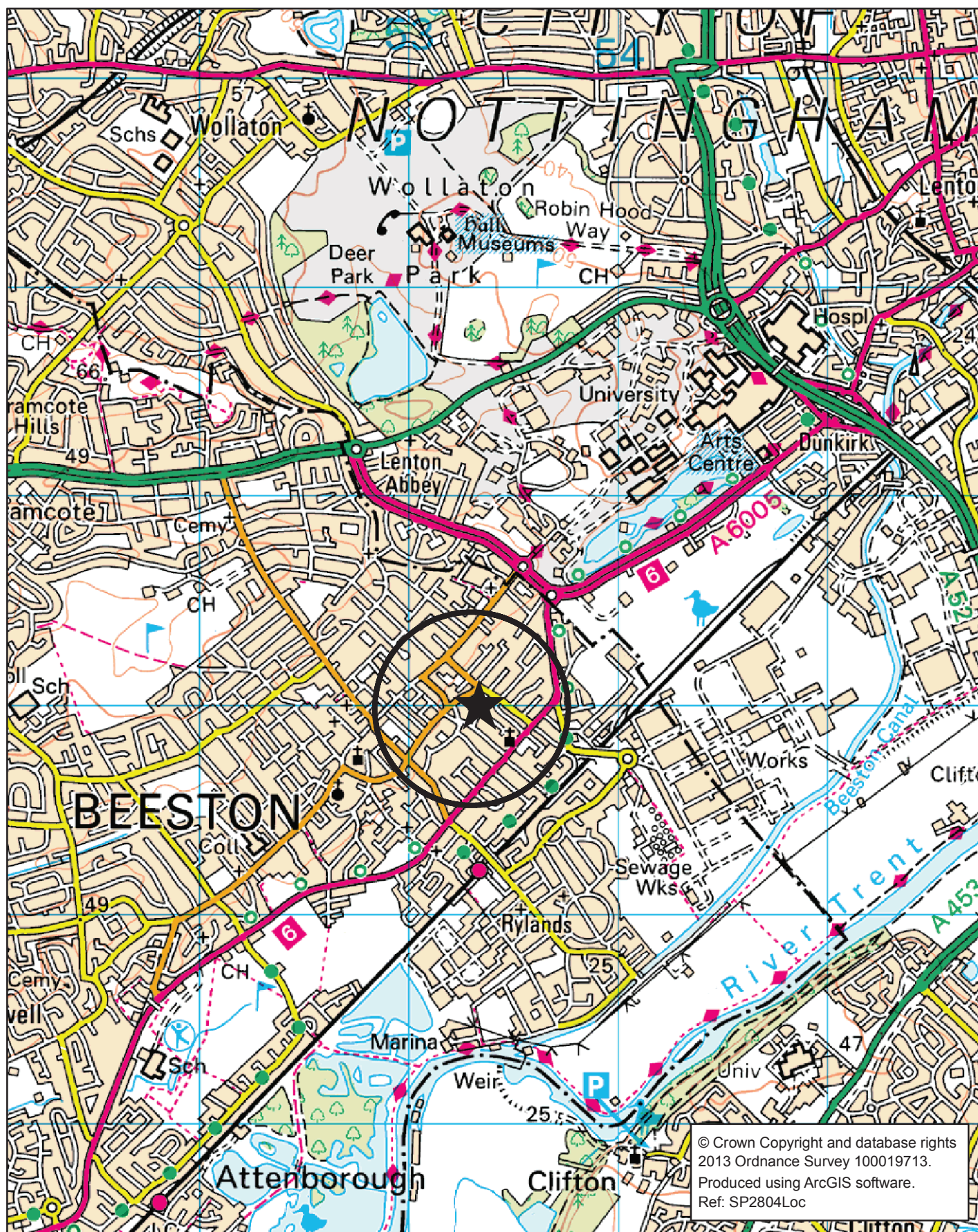
# PLAN 2



**BUILDING 1**

<b>Environment &amp; Resources</b> Trent Bridge House, Fox Road, West Bridgford, Nottingham, NG2 6BJ Tel: 0115 9773262 <b>Nottinghamshire County Council</b>	Project		Drawn	Date
	BEESTON DAY CENTRE		EW	FEB'13
	Property No.	Project No.	Chkd	Date
	6164			
Title			Auth	Traced
ROOM PLAN				
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**23 March 2015****Agenda Item: 5**

## **REPORT OF THE SERVICE DIRECTOR – FINANCE AND PROCUREMENT**

### **JOINT CIPFA TRAINING SCHEME – EXAMINATION SUCCESSES**

#### **Purpose of the Report**

1. The purpose of this report is to invite Members to note the continued success of the Joint CIPFA Training Scheme and to recognise the excellent performance by candidates in recent examinations.

#### **Information and Advice**

2. The Chartered Institute of Public Finance and Accountancy (CIPFA) is the professional body for people in public finance. 14,000 members work throughout public services, in local and central government, the NHS, national audit agencies, major accountancy firms and in other bodies where public money needs to be effectively and efficiently managed.
3. At its meeting on 17 December 2012 the Finance and Property Committee approved the establishment of a Joint CIPFA Training Scheme in partnership with other local and public authorities across Nottinghamshire.
4. In establishing the Scheme the Committee acknowledged the ongoing financial challenges facing the public sector generally and local government specifically which has highlighted the need for high quality financial management support. The Scheme ensures there is a suitable pool of local talent to meet the future needs of local authorities and other public sector organisations across Nottinghamshire.
5. The aim of the Nottinghamshire Scheme is to provide trainees with the opportunity to gain experience of working across a range of different employers; during their training programme they rotate between the County Council, Nottinghamshire Police and/or Nottinghamshire Fire and Rescue, Grant Thornton and one or more of the district councils.
6. This not only has huge benefits to the trainees in terms of building deeper knowledge and practical experience of working within different organisations, but also crucially allows recruitment and training costs to be shared amongst employers, thereby also allowing for a greater number of trainees. Other benefits are:
  - trainees experience quality placements across the whole of Nottinghamshire;
  - development of greater understanding and working practice for the trainee and the partners involved in the scheme;



- keeping the best talent in Nottinghamshire and keeping the best talent in public sector organisations.
7. The scheme has been very successful in attracting high quality graduates into a career in public finance. Although in its relative infancy, since its inception in 2012 the scheme has:
- helped participating organisations recruit 15 high calibre graduates onto the programme using robust assessment and selection methodology;
  - achieved CIPFA pass rates that have been consistently around 92.6% compared to CIPFA's national average of 77.7%;
  - seen a 100% staff retention rate within Nottinghamshire.
8. To exemplify this continued success two of the graduate trainees, both of whom are currently placed at the County Council have each been awarded a prize as one of the best performing candidates in CIPFA's Professional Qualification exams for 2014. Members may wish to congratulate the two trainees who are in attendance at today's meeting.

## **Statutory and Policy Implications**

9. This report has been compiled after consideration of implications in respect of crime and disorder, finance, human resources, human rights, the NHS Constitution (Public Health only), the public sector equality duty, safeguarding of children and vulnerable adults, service users, sustainability and the environment and ways of working and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required.

## **RECOMMENDATIONS**

1. That the continuing success of the Joint CIPFA Training Scheme is noted.
2. That the Members of the Committee recognise the particular achievement of the graduate trainees in the 2014 examinations.

**Nigel Stevenson, Service Director – Finance & Procurement**

**For any enquiries about this report please contact:**

Neil Robinson – 0115 977 3578

## **Financial Comments (NDR 03/03/2015)**

There are no financial implications arising directly from the report.

**Background Papers and Published Documents**

None

**Electoral Division(s) and Member(s) Affected**

None directly.



**23 March 2015****Agenda Item: 6****REPORT OF THE SERVICE DIRECTOR – FINANCE AND PROCUREMENT  
FINANCIAL MONITORING REPORT: PERIOD 10 2014/2015****Purpose of the Report**

1. To provide a summary of the revenue position of the County Council for the year to date with year-end forecasts.
2. To inform Members of progress against savings.
3. To provide a summary of Capital Programme expenditure to date and year-end forecasts.
4. To inform Members of the Council's Balance Sheet transactions.
5. To provide Members with an update from the Procurement team.

**Information and Advice****Background**

6. The Council approved the 2014/15 budget at its meeting on 27 February 2014. As with previous financial years, progress updates will be closely monitored and reported to both management and Committee on a monthly basis.

**Summary Revenue Position**

7. Table 1 below summarises the revenue budgets and forecast outturn for each Committee. An underspend of £3.7m is currently predicted. In light of the Council's continuing financial challenges, the key message to effectively manage budgets and wherever possible deliver in-year savings is being reinforced.

**Table 1 – Revenue Expenditure and Forecasts as at Period 10**

Forecast Variance as at Period 9 £'000	Committee	Annual Budget £'000	Actual to Period 10 £'000	Year-End Forecast £'000	Latest Forecast Variance £'000
22	Children & Young People	147,972	102,959	147,804	(168)
(3,113)	Adult Social Care & Health	216,096	183,422	211,553	(4,543)
(1,252)	Transport & Highways	60,862	46,362	59,452	(1,410)
(175)	Environment & Sustainability	31,075	23,090	30,878	(197)
162	Community Safety	3,039	1,915	3,218	179
75	Culture	13,378	11,727	13,454	76
(2,840)	Policy	27,331	21,391	24,446	(2,885)
(944)	Finance & Property	33,657	39,599	32,706	(951)
(248)	Personnel	2,969	2,130	2,668	(301)
(17)	Economic Development	1,357	2,130	1,333	(24)
(2,702)	Public Health	1,688	(9,858)	(1,167)	(2,855)
<b>(11,032)</b>	<b>Net Committee (under)/overspend</b>	<b>539,424</b>	<b>424,867</b>	<b>526,345</b>	<b>(13,079)</b>
2,273	Central items	(10,678)	(35,654)	(7,744)	2,934
-	- Schools Expenditure	652	652	652	-
-	- Contribution to/(from) Traders	(125)	892	(125)	-
<b>(8,759)</b>	<b>Forecast prior to use of reserves</b>	<b>529,273</b>	<b>390,757</b>	<b>519,128</b>	<b>(10,145)</b>
3,372	Transfer to / (from) Corporate Reserves	(10,332)	(2,093)	(5,830)	4,502
2,119	Transfer to / (from) Departmental Reserves	(9,494)	(260)	(7,558)	1,936
-	- Transfer to / (from) General Fund	(5,184)	-	(5,184)	-
<b>(3,268)</b>	<b>Net County Council Budget Requirement</b>	<b>504,263</b>	<b>388,404</b>	<b>500,556</b>	<b>(3,707)</b>

## Committee and Central Items

8. The main variations that have been identified are explained in the following section.

### Adult Social Care & Health (forecast £4.5m underspend)

9. The Deputy Director division is currently reporting a net underspend of £3.1m which is comprised of the following:
- Deputy Director is forecasting an underspend of £0.1m. This relates to the unallocated budget offset by the recharge income of £0.1m from Public Health. As no usage has been identified, both are now forecast as unspent / unachieved.
  - Strategic Commissioning are forecasting an underspend of £1.7m. This is due to the continued reduction in contracts throughout Early Intervention and Prevention services of £0.9m, together with an underspend of £1.1m against carers services. This is partly offset by unbudgeted contract payments against the Emergency Night Service of £0.3m.
  - Day Services and Employment are forecasting an underspend of £1.1m due to underspends across staffing lines within day services. County Enterprise Foods are still showing a £0.3m underspend due partly to staffing vacancies, but also to additional unbudgeted income from Nottingham City Council and Sweden. This is mitigated by the £0.3m known transport overspend.



- Residential Services are forecasting an underspend of £1.5m. This primarily relates to staffing vacancies and under-utilisation of absence cover within the Care & Support Centres of £1.0m, plus additional Health Income of £0.2m. Additional budget for 1:1 care has resulted in the Short Breaks Units now forecasting an underspend of £0.3m.
  - Use of reserves across the service is £0.9m less than budget due to the reduced contract spend throughout Strategic Commissioning.
10. The Access & Public Protection Division is currently forecasting a net overspend of £0.6m against the base budget. This is comprised of the following:
- There remains an overspend of £0.1m on salaries within the Safeguarding Adults Team.
  - Client Contribution income is still forecasting a shortfall of £1.4m. This is due to reduced income following a large switch from Homecare to Direct Payments and the loss of some self-funders.
  - These overspends are partially offset by underspends on software within the Framework Team of £0.1m, the Market Development Team of £0.1m and the Business Support function of £0.6m,
  - Use of reserves across the service is £0.1m less than budget due to vacant posts.
11. The North and South Divisions are currently forecasting a combined underspend of £2.9m, an increase of £1.4m over the forecast for period 9. The forecast for period 9 included an estimate of £1.5m for assessments that were in the system but not yet completed. In the event these assessments, when completed, resulted in a net decrease in commitment of £0.3m; This is the main reason for the forecast increase in the underspending.
12. The above forecast currently includes £0.4m for anticipated Transitions and Predicted needs and this is expected to reduce month on month until year end.

### **Transport & Highways (forecast £1.4m underspend)**

13. This forecast underspend is due mainly to:

- A forecast net underspend on Highways of £0.3m due to underspends on salaries (£0.5m), additional S38 / S278 Income (£0.2m) and Street Lighting Energy (£0.3m). In addition, a shortage of sub-contractors is limiting expenditure on carriageway and footway patching (£0.2m). These are offset by overspends on Trees and Hedges (£0.3m); Verges (£0.2m) and Road Studs and Markings (£0.1m). It is proposed to use underspends from revenue budgets to offset demand led overspends rather than using reserves. Compensation payments estimated at £0.3m are due to businesses affected by tram works and this is now factored into the Highways forecast.
- An underspend of £0.6m on Concessionary Fares due to a delay in the introduction of new tram lines and agreements with Operators, showing a saving due to a slight downturn in passenger trips and tight control of scheme management costs.
- A £0.3m saving on Local Bus Services due to a part year effect of August re-tendering. Some services are being re-instated from January following a review of services and are incorporated in these figures.
- There is an underspend on Salaries and Service Development of £0.1m due to the OBC savings being achieved in 2014/15, rather than over two years, and through reduced consultancy fees. In addition there is a reduction in the costs associated with Smartcard ticketing (£0.1m).

### **Policy (forecast £2.9m underspend)**

14. This underspending is mainly due (£1.9m) to a reduction in the use of external agencies in legal services as a consequence of the digital working and efficiency programme and staff vacancies across the division, together with savings in Members and Civic Services relating to hospitality, running costs and income.
15. A further £1.0m of this net underspending is due to slippage on the Ways of Working Programme, particularly in the area of ICT, together with an underspending against the Transformation Programme which will be offset by a reduced use of the Corporate Reserve in 2014/15.

### **Finance & Property (forecast £0.9m underspend)**

16. This forecast underspend is due to:

- The net underspending within Finance and Procurement of £0.2m relating to staff vacancies partially offset by the cost of agency staff and a reduction in purchasing rebates.
- Property is forecasting an underspending of £0.4m due to achievement of savings and over-recovery of Estates income.
- A County Offices and Facilities Management underspend of £0.3m is due to early achievement of 2015/16 savings from the closure of buildings and efficiency savings.

### **Public Health (forecast £2.9m underspend)**

17. This forecast underspend is due mainly to:

- There is an overall underspend of £0.4m in Obesity and Physical activity due to the retendering exercise not proceeding in October, with the consequent extensions of current contracts until the end of the financial year. £0.2m of the underspending relates to low activity to date within the health check programmes.
- The Sexual Health programme is forecast to underspend by £0.3m due to less than anticipated activity levels against both the Nottinghamshire University Hospital's and Sherwood Forest Hospital's Trusts.
- The Health Check Programmes budget is forecast to underspend by £0.1m due to low activity to date.
- The Smoking and Tobacco programme is forecasting an underspend of £1.2m due to savings relating to GP and Pharmacy providers for Stop Smoking Services, together with an overstated adjustment in the current year's accounts for expenditure relating to Prescribing in 2013/14.
- With regard to Substance Misuse a saving of £0.9m has arisen following a full review of contractual commitments in period 9 and period 10 that identified the double-counting of a contract for the second six months of the financial year following the retendering process in September 2014.

18. The overall County Council forecast assumes that this net underspend will be transferred to the Public Health reserve.

19. Members will recall that a net transfer of £1,085,330 is required from the Public Health grant to CCGs to cover the budget setting anomalies for 2014/15. The anticipated change to the Public Health grant as a result of these funding miscalculations is likely to affect the planned delivery of budget reductions for Public Health. Discussions are being held with the Public Health Committee on all aspects of the Public Health Outcomes programme.
20. The Department of Health is undertaking a data collection to identify all funding transfers in response to baseline errors in the PH grant. This review will confirm the current position and agree a long-term solution that avoids the need for recurrent transfers between partners. This may result in the recalculation of the local Public Health grant to exclude the excess funding.

### **Central Items (Forecast £2.9m overspend)**

21. Central Items primarily consists of interest on cash balances and borrowing, together with various grants, contingency and movements on reserves.
22. Interest payments fluctuate depending on expectations of future rates and anticipated slippage on the capital programme. Current forecasts suggest a net overspend on interest of £1.9m, further information is included in the Treasury Management update later in this report. The capital programme spending profile has been refreshed as part of the budget process. As such the current years Minimum Revenue Provision and depreciation charged to the general fund is expected to be £1.3m higher than initial estimates.
23. Across the Authority there is a shortfall in the employers pensions contribution of £0.2m to match the 13.2% rate and fixed contribution of £12.6m set by the actuary.
24. At the time of setting the 2014/15 budget, several funding allocations had not been announced and therefore assumptions about certain grants were made, based on the best information available at the time. Throughout the year confirmations are received, and current forecasts suggest a net increase of £0.5m will be received in 2014/15.
25. The Council's budget includes a contingency of £4.1m to cover redundancy costs, slippage of savings and unforeseen events. Several schemes have been approved in the year to date and there is currently £2.3m remaining in the contingency budget. As in previous years, and in accordance with accounting practice, a provision was set aside in 2013/14 to meet the costs of expected redundancies that will fall in 2014/15. This was based on outstanding Section 188 notices at the time and totalled £6.6m. Redundancy payments made in the current financial year to date total £3.3m. On 4 November a new Section 188 notice was published listing 491.79 posts potentially at risk of redundancy, of which 78.64 are already vacant. A corresponding provision will be made in 2014/15 accounts to meet the costs of redundancy that will be incurred in 2015/16. It is assumed that any surplus/deficit will be transferred to/from the Council's Corporate Redundancy Reserve. The figures in Table 1 reflect the assumption that the allocation for general contingency will be required in full.

### **Transfer to / (from) reserves**

26. As previously reported work is ongoing to identify surplus departmental reserves that may be released to support the budget. There is still a possibility that the levels assumed when the budget was set may not be achieved and this position is reflected in table 1 above.

27. As reported under Policy Committee, there is slippage in the transformation programme and Ways of Working which are funded by Corporate Reserves. To match the slippage there is an corresponding reduction in the use of reserves.

### **Progress with savings (Forecast shortfall £0.8m)**

28. Given the continued financial challenge that the Council is facing, savings schemes were approved as part of the 2014/15 budget process with further proposals currently being considered for 2015/16 onwards.

29. As at period 10, current year slippage of £0.8m has been identified across 3 of the high governance savings projects, although across the three year timeframe, the savings are expected to be delivered in full. A number of actions are being taken to address this and officers will continue to monitor the deliverability of individual targets as part of the budget monitoring process. Achievability will be reflected in the forecast outturn. A full list of savings with current status is provided at Appendix A.

### **Capital Programme**

30. Table 2 summarises changes in the gross Capital Programme for 2014/15 since approval of the original programme in the Budget Report (Council 27/02/14):

**Table 2 – Revised Capital Programme for 2014/15**

	2014/15	
	£'000	£'000
Approved per Council (Budget Report 2014/15)		112,593
Variations funded from County Council Allocations :		
Net slippage from 2013/14 and financing adjustments	17,761	
Approved variations to January F&P Committee	(29,536)	(11,775)
Variations funded from other sources :		
Net slippage from 2013/14 and financing adjustments	6,800	
Approved variations to January F&P Committee	(4,255)	2,545
<b>Revised Gross Capital Programme</b>		<b>103,363</b>

31. Table 3 shows actual capital expenditure to date against the forecast outturn at Period 10.

**Table 3 – Capital Expenditure and Forecasts as at Period 10**

<b>Committee</b>	<b>Revised Capital Programme £'000</b>	<b>Actual Expenditure to Period 9 £'000</b>	<b>Forecast Outturn £'000</b>	<b>Expected Variance £'000</b>
Children & Young People	37,593	27,177	35,765	(1,828)
Adult Social Care & Health	1,567	23	1,397	(170)
Transport & Highways	34,373	26,121	34,131	(242)
Environment & Sustainability	2,419	2,537	2,342	(77)
Community Safety	4	(1)	4	-
Culture	4,089	3,395	4,039	(50)
Policy	3,396	2,088	3,343	(53)
Finance & Property	12,024	5,682	10,745	(1,279)
Personnel	1,903	1,748	1,903	-
Economic Development	5,995	2,091	5,995	-
Contingency	-	-	-	-
<b>Total</b>	<b>103,363</b>	<b>70,861</b>	<b>99,664</b>	<b>(3,699)</b>

32. In the Children and Young People's Committee, there is a total forecast underspend of £1.8m. This is mainly as a result of £1.6m slippage against the School Places Programme.

33. Also, in the Children and Young People's Committee, a forecast underspend of £0.15m has been identified against the Children's Homes programme as a result of delays to the commencement dates.

34. In the Children and young People's Committee, Section 106 contributions totalling £0.991m has been received into the Council to fund a project at Redhill Academy.

**35. It is proposed that the Children and Young People's Committee Capital Programme is varied to reflect the identified external funding.**

36. In the Adult Social Care and Health Committee, a forecast underspend of £0.2m has been identified as a result of minor slippage identified against the Supported Living programme.

37. Also, in the Adult Social Care and Health Committee, a grant application to the Department of Health for £0.415m capital grant funding has been successful. This grant will be used to help support people with learning disabilities and challenging behaviour to live in the community, as addressed in the Winterbourne Report.

**38. It is proposed that the Adult Social Care and Health Committee Capital Programme is varied to reflect the identified Department of Health capital grant.**

39. In the Transport and Highways Committee, there is a total forecast underspend of £0.2m. This is mainly as a result of slippage on a number of projects as described below:

40. Slippage totalling £0.4m has been identified against the Street Lighting Renewal programme as a result of delays caused by technical design issues. The project will be completed in 2015/16.

41. Slippage totalling £0.4m has also been identified against the Integrated Transport Measures capital programme as two projects have slipped into the 2015/16 financial year.
42. The slippage identified in the Transport and Highways Committee is offset by over-programming of £0.6m in the Road Maintenance and Renewal programme. Work is on-going to drive this forecast overspend down and to manage within the approved budget.
43. In the Finance and Property Committee, a forecast underspend totalling £1.3m has been identified which mainly relates to the delayed settlement against the Lindhurst Scheme £1.0m. Minor slippage totalling £0.15m has also been identified against the Renewable Boiler Replacement programme.
44. Also in the Finance and Property capital programme, the Denewood Centre capital budget is now no longer required as it has been agreed that any costs associated with this project will now be offset against future capital receipts.
- 45. It is proposed that the Denewood Centre budget is removed from the Finance and Property Committee Capital Programme.**

### **Financing the Approved Capital Programme**

46. Table 4 summarises the financing of the overall approved Capital Programme for 2014/15.

**Table 4 – Financing of the Approved Capital Programme for 2014/15**

<b>Committee</b>	<b>Capital Allocations £'000</b>	<b>Grants &amp; Contributions £'000</b>	<b>Revenue £'000</b>	<b>Reserves £'000</b>	<b>Gross Programme £'000</b>
Children & Young People	4,269	19,526	-	13,798	37,593
Adult Social Care & Health	1,509	13	45	-	1,567
Transport & Highways	10,315	21,311	-	2,747	34,373
Environment & Sustainability	1,156	763	500	-	2,419
Community Safety	4	-	-	-	4
Culture	2,830	485	-	774	4,089
Policy	1,896	-	-	1,500	3,396
Finance & Property	9,132	50	2,330	512	12,024
Personnel	-	1,801	-	102	1,903
Economic Development	543	5,452	-	-	5,995
Contingency	-	-	-	-	-
<b>Total</b>	<b>31,654</b>	<b>49,401</b>	<b>2,875</b>	<b>19,433</b>	<b>103,363</b>

47. It is anticipated that borrowing in 2014/15 will decrease by £13.7m from the forecast in the Budget Report 2014/15 (Council 27/02/2014). This decrease is primarily a consequence of:
- £17.8m of net slippage from 2013/14 to 2014/15 and financing adjustments funded by capital allocations.
  - Variations to the 2014/15 capital programme funded from capital allocations totalling £29.5m as approved to the February Full Council meeting.

- Net slippage in 2014/15 of £2.0m of capital expenditure funded by capital allocation identified as part of the departmental capital monitoring exercise.

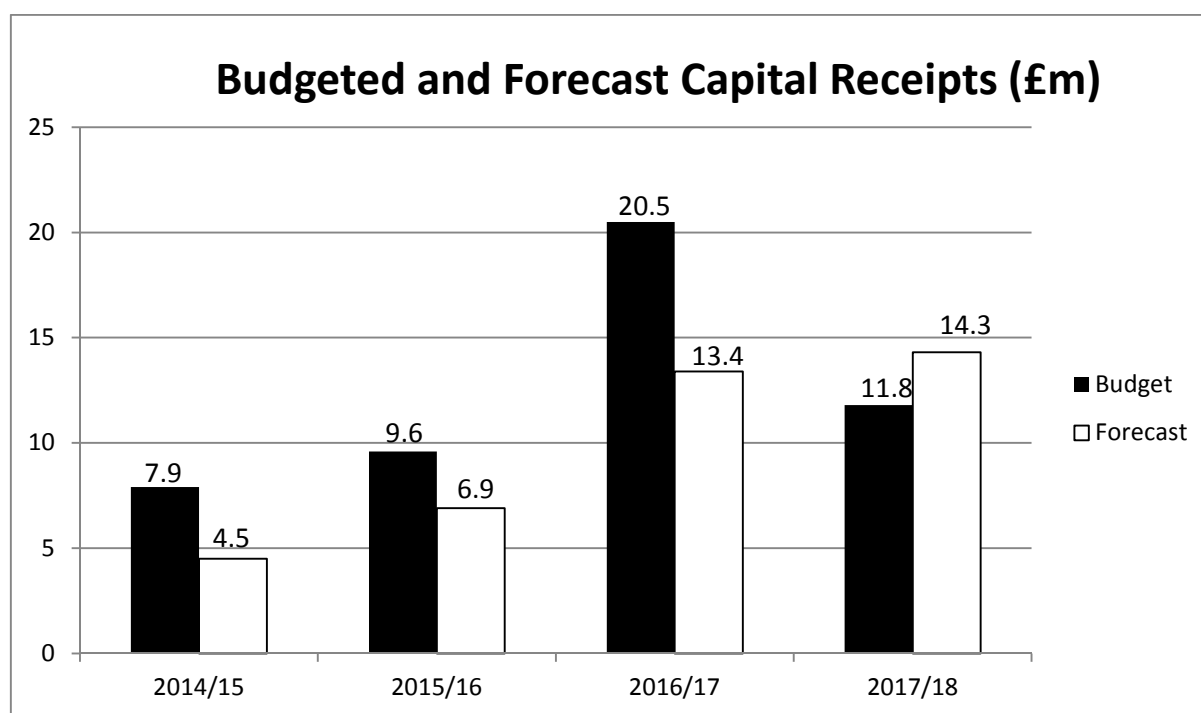
## Prudential Indicator Monitoring

48. Performance against the Council's Prudential Indicators is regularly monitored to ensure that external debt remains within both the Operational Boundary and the Authorised Limit.

## Capital Receipts Monitoring

49. Anticipated capital receipts are regularly reviewed. Forecasts are currently based on estimated sales values of identified properties and prudently assume a slippage factor based upon a review of risk associated with each property. They also include an estimated £50,000 of vehicle receipts.

50. The chart below shows the budgeted and forecast capital receipts for the four years to 2017/18.



51. The dark bars in the chart show the budgeted capital receipts included in the Budget Report 2014/15 (Council 27/02/2014). These capital receipts budgets prudently incorporated slippage, giving a degree of "protection" from the risk of non-delivery.

52. The capital receipt forecast for 2014/15 is £4.5m which is £3.4m less than the budgeted capital receipts as a result of slippage. To date in 2014/15, capital receipts totalling £2.0m have been received.

53. The number and size of large anticipated receipts increase the risk that income from property sales will be below the revised forecasts over the next three years. Although the revised forecasts incorporate an element of slippage, a delay in receiving just two or three large receipts could result in sales being lower than the forecast.



54. Current Council policy (Budget Report 2015/16) is to set capital receipts against the principal of previous years' borrowing. This reduces the amount of Minimum Revenue Provision (MRP) to be set aside each year. It is important to regularly monitor capital receipt forecasts and their effect on the overall revenue impact of the Capital Programme.

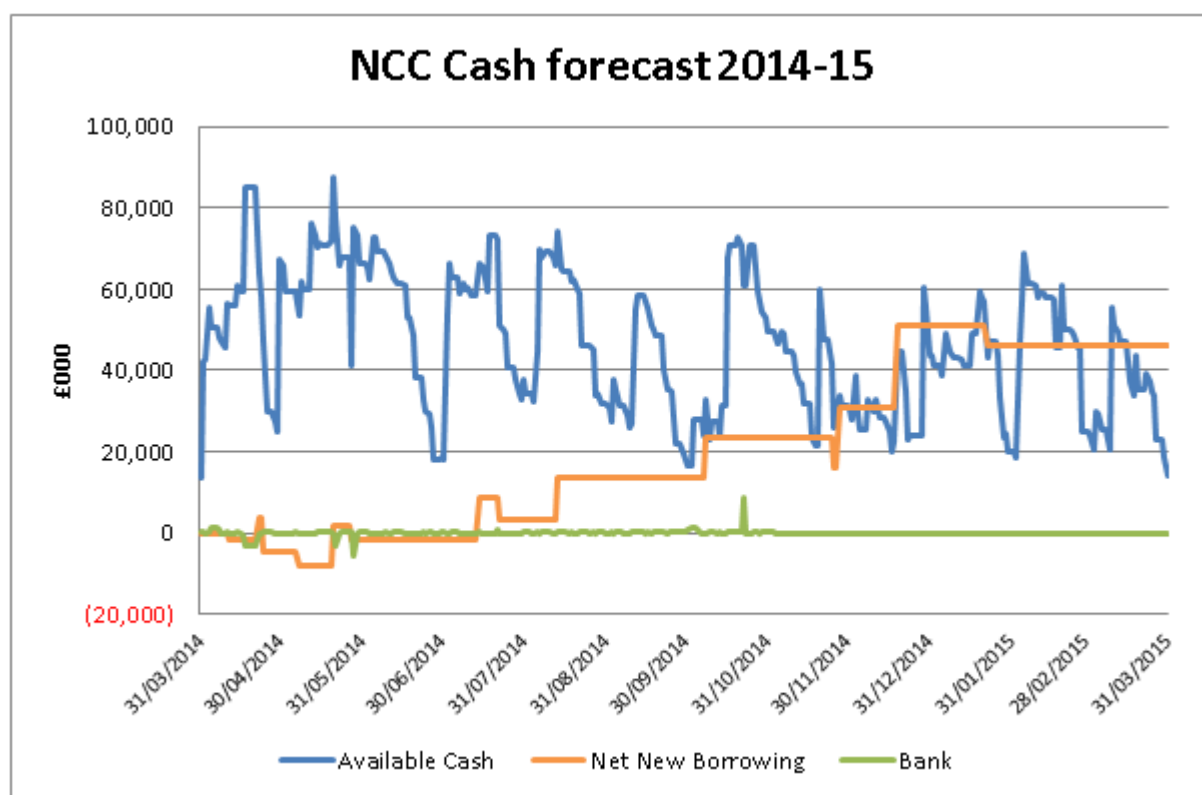
## Balance Sheet

### General Fund Balance

55. Members approved the 2013/14 closing General Fund Balance of £29.1m at Council 26 June 2014. The 2014/15 budget approves utilisation of £5.2m of balances which will result in a closing balance of £23.9m at the end of the current financial year. This is 4.7% of the budget requirement. Should an underspend result at year end, the required use of reserves will reduce, which will ensure balances are available to fund future years expenditure.

## Treasury Management

56. Cash flow is monitored by the Senior Accountant (Pensions & Treasury Management) with the overall position reviewed quarterly by the Treasury Management Group. The following chart shows the actual cash flow position to date and forecasts for the remainder of the year. Cash inflows are typically higher at the start of the year due to the front loading receipt of Central Government grants, and the payment profile of precepts. However, cash outflows, in particular capital expenditure, tend to increase later in the year. The higher cash balances towards the end of the year are largely as a result of the net new borrowing.



57. The chart above gives the following information:

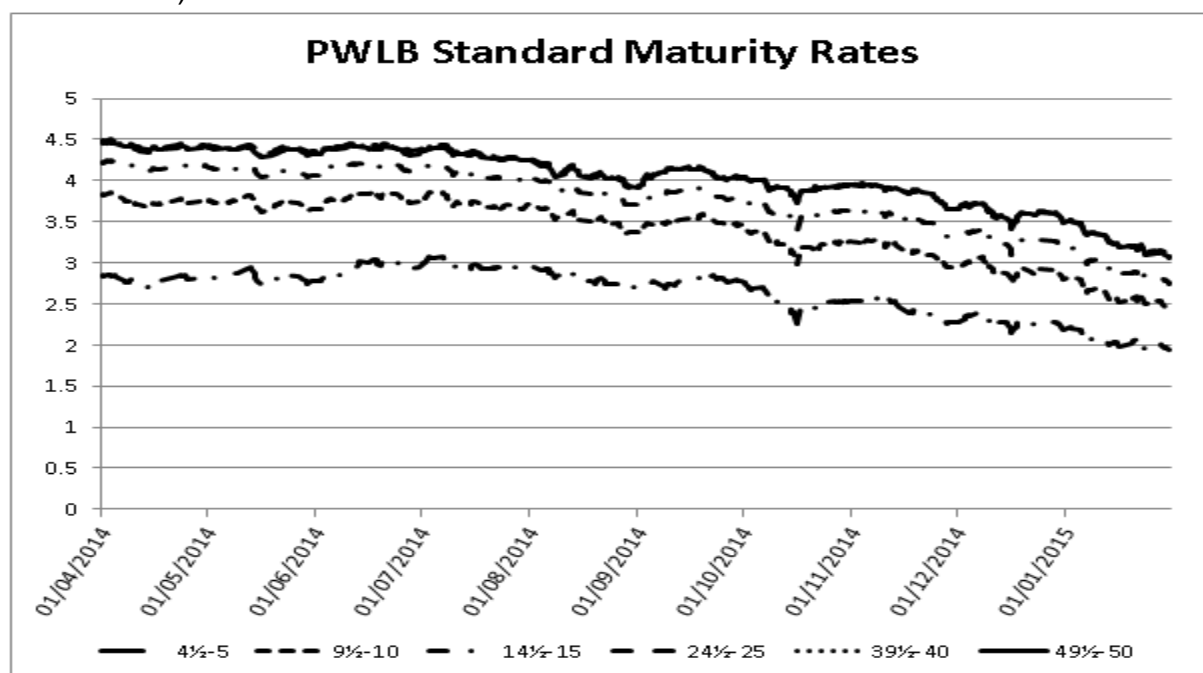


<b>Bank balance</b>	Daily cleared balance across the pooled bank accounts.
<b>Available cash</b>	Surplus cash (invested in call accounts or money market funds) or a shortfall of cash indicating a need to borrow.
<b>Net new borrowing</b>	New loans taken during the year net of principal repayments on existing borrowing.

58. Daily cash management aims for a nil balance across the Council's pooled bank accounts with any surplus cash invested in accordance with the approved Treasury Management Policy. The net new borrowing includes new loans from PWLB and another local authority as shown below.

Source	Date	New Borrowing (£ 000's)	Period	Rate
Other LA	April 2014	5,000	4 years	2.08%
PWLB	May 2014	5,000	23 years	4.12%
PWLB	May 2014	5,000	24 years	4.13%
PWLB	July 2014	10,000	25 years	4.14%
PWLB	August 2014	10,000	26 years	3.92%
PWLB	October 2014	10,000	27 years	3.83%
PWLB	November 2014	10,000	27 years	3.59%
PWLB	November 2014	5,000	23 years	3.54%
PWLB	December 2014	10,000	37 years	3.32%
PWLB	December 2014	10,000	38 years	3.32%
		<b>80,000</b>		

59. PWLB rates have been monitored closely during the year and new borrowing has been taken when rates have decreased. As the year has progressed, longer term rates have continued to fall and this has enabled the additional borrowing to be taken to minimise long term interest cost. The chart below shows the movement in standard PWLB maturity rates during 2014/15 (the Council is able to take advantage of the PWLB "certainty rate" which is 0.2% below the standard rates).

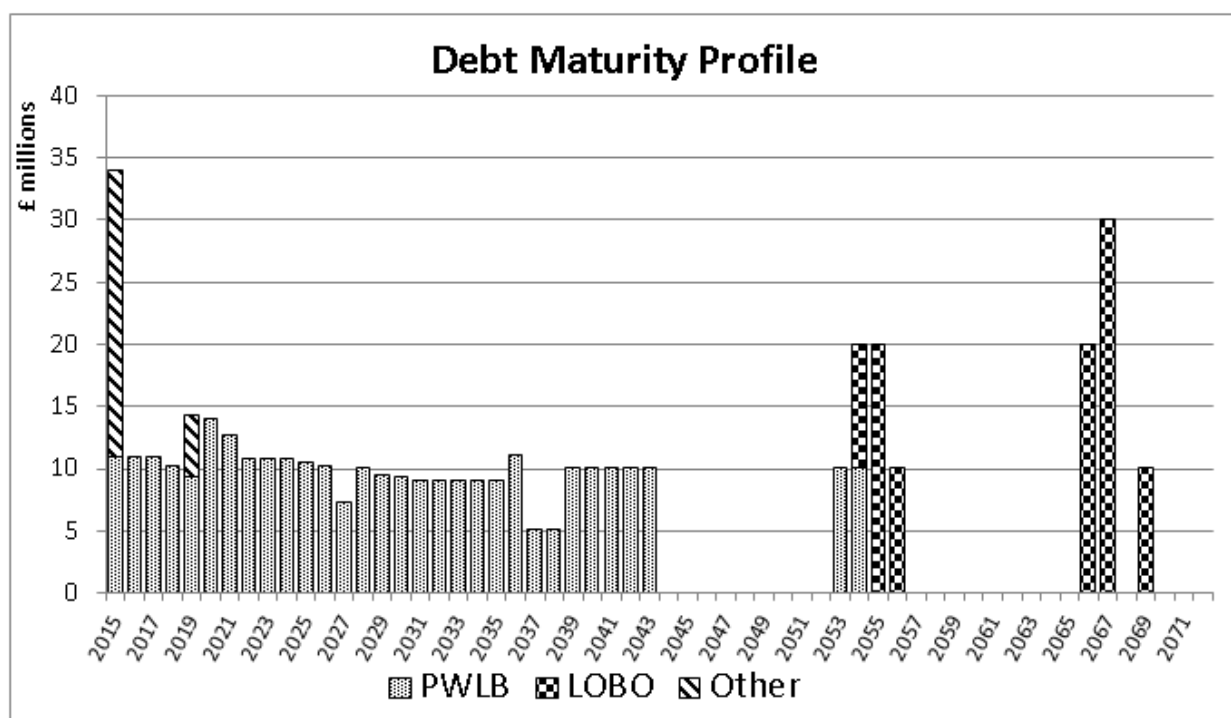


60. The Treasury Management Strategy for 2014/15 identified a need for additional borrowing of £67m to fund the capital programme, replenish internal balances and to replace maturing debt. Short term borrowing was used towards the end of 2013/14 to minimise interest costs and so additional long term borrowing of £21m needs to be factored in to the 2014/15 strategy.

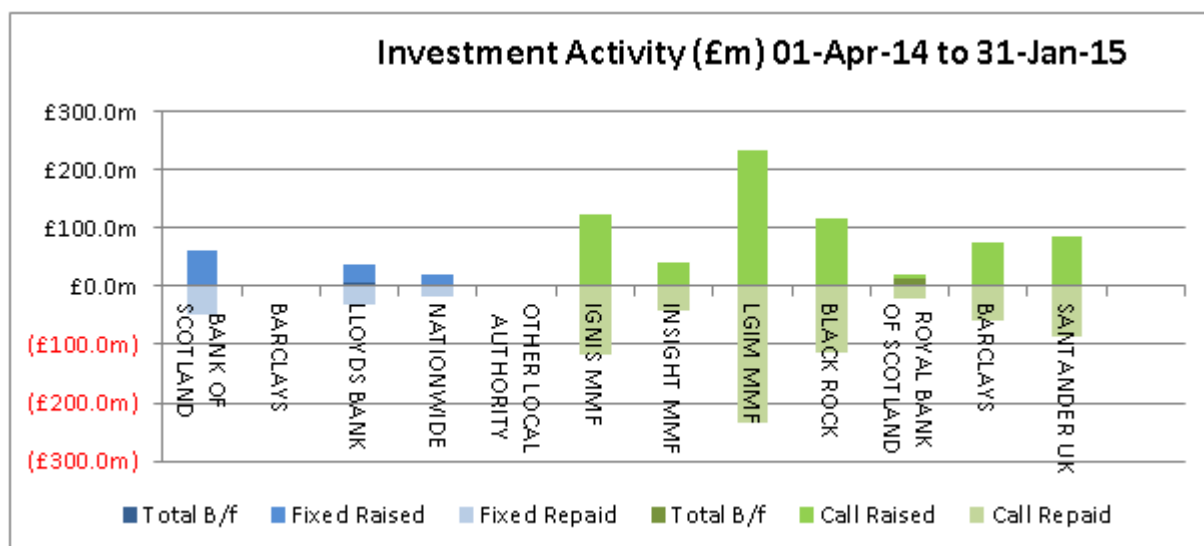
Borrowing decisions will take account of a number of factors including:

- expected movements in interest rates
- current maturity profile
- the impact on revenue budgets and the medium term financial strategy
- the treasury management prudential indicators

61. Additional borrowing is likely to be undertaken before the year end. The maturity profile of the Council's debt portfolio is shown in the chart below. The PWLB loans are reasonably well distributed and have a maximum duration of 38 years. Longer-term borrowing (maturities up to 55 years) was obtained from the market some years ago in the form of 'Lender's Options, Borrower's Options' loans (LOBOs). The 'other' loans denote more recent borrowing from the money markets where the main objective was to minimise interest costs. Refinancing of these loans has been factored into the Treasury Management Strategy.



62. The investment activity for 2014/15 to the end of December 2014 is summarised in the chart and table below. Outstanding investment balances totalled £23m at the start of the year and £63.3m at the end of the period. This increase reflects the forecast cash flow profile for the year and the net new borrowing.



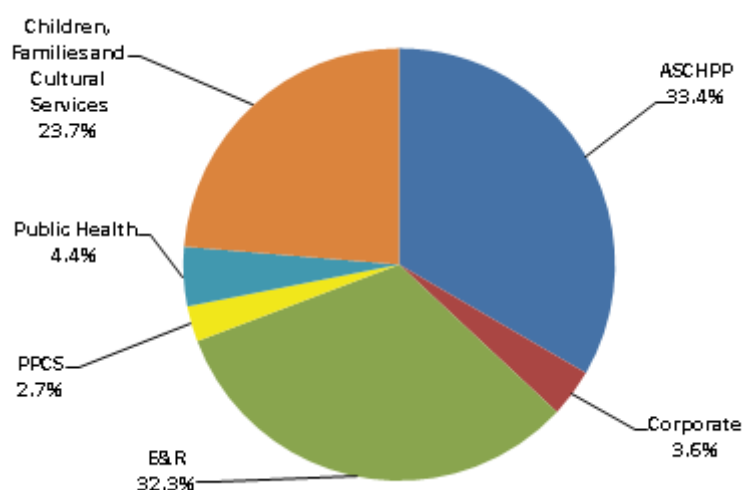
	Total B/F	Total Raised	Total Repaid	Outstanding
	£ 000	£ 000	£ 000	£ 000
BANK OF SCOTLAND	-	60,000	(50,000)	10,000
BARCLAYS	-	-	-	-
LLOYDS BANK	8,000	30,000	(30,000)	8,000
NATIONWIDE	-	19,000	(19,000)	-
OTHER LOCAL AUTHORITY	1,500	-	-	1,500
IGNIS MMF	-	121,700	(116,700)	5,000
INSIGHT MMF	-	42,000	(41,850)	150
LGIM MMF	-	234,100	(234,100)	-
BLACK ROCK	-	114,810	(114,810)	-
ROYAL BANK OF SCOTLAND	13,500	6,500	(20,000)	-
BARCLAYS	-	73,950	(59,000)	14,950
SANTANDER UK	-	84,900	(84,900)	-
	23,000	786,960	(770,360)	39,600

63. The new banking arrangements with Barclays Bank went live on 1 October 2014 as a result of the successful tender following the decision by the Co-operative Bank to withdraw from providing banking services to local authorities. All Co-operative Bank accounts are now closed.

## Procurement Performance

64. As an organisation, NCC has spent £550m year to date with external suppliers which is a decrease of £60m from the same period in 2013/14. The top 5.4% (376) of suppliers account for 80% (£440m) of the total supplier spend. The remaining 94.6% (6,545 suppliers) have a total expenditure of £110m with an average spend of £16,806.

65. The chart below shows how the total amount spent, in period 01/04/2014 to date, is divided across Portfolios, with nearly 60% of all expenditure going through Care (ASCHPP & CFCS) and over 30% through Highways and Property (E&R).



66. The Council's preferred ordering route is through the Business Management System (BMS). The team have been working with stakeholders to improve the way that we procure to ensure compliance. Orders that are processed through BMS are classified as Compliant Purchase Orders (Compliant). Non Purchase Orders (or Non-Compliant) are those purchases that are made outside of any system. Retrospective orders – are non-compliant in that they have been raised following the delivery of the goods/services. Interface Orders are those that are out of scope and are paid through another system eg Framework. Purchase Orders are beneficial to the organisation as they provide visibility of what we spend. Currently :-

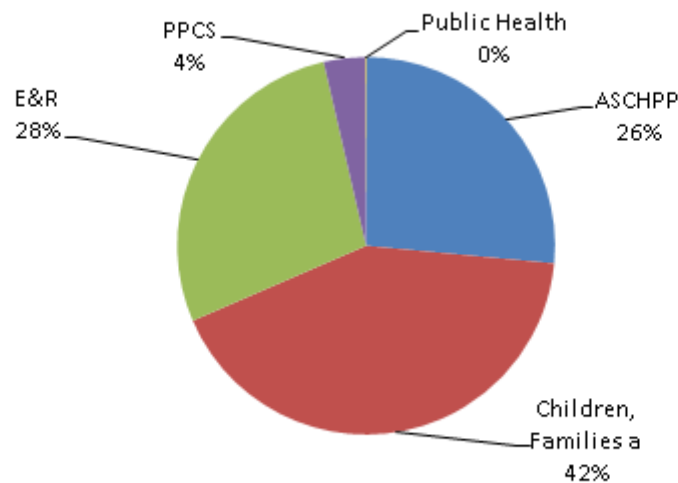
- Compliant ordering has increased by 4% from 37.2% to 41.2% of the total
- Non-compliant (non PO) ordering has decreased from 27.8% to 24.3% of the total
- Interface has decreased from 28.1% to 27.1% of the total

67. The table below shows the number of retrospective orders in a monthly basis by department with a reasonable decrease every month.

Department	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14
ASCHPP	445	377	331	439	391	440	412	342	278
CFCS	882	830	853	816	818	615	633	625	524
E&R	908	712	821	705	584	590	816	617	465
PPCS	80	68	73	59	40	91	106	84	78
Corporate	5	2	2	2	6		3		1
Public Health	4		1	1	1	2	1	1	2

68. Purchase orders themselves are split into Green and Red orders. Green orders are those which are raised with the Procurement Centre's pre-arranged agreements or contracted suppliers. Red orders are those that do not have approved suppliers or contracts set up on BMS, and require additional work. The chart below identifies the percentage of total Red orders by Directorate year to date. CFCS has the highest number of Red orders at 42% of the total.

### **% of red orders by directorate of total red orders**



The category managers are working with stakeholders to address these figures

69. A full list of ongoing developments with the Procurement Team is included in Appendix B.

### **Debt Recovery Performance and Accounts Payable (AP) Performance**

70. The debt recovery and accounts payable performance information will continue to be reviewed at an operational level on a fortnightly basis. The strategic performance information will be compiled for this report to Committee on a quarterly basis with the next update to be included in the final outturn report.

### **Statutory and Policy Implications**

71. This report has been compiled after consideration of implications in respect of crime and disorder, finance, human resources, human rights, the NHS Constitution (Public Health only), the public sector equality duty, safeguarding of children and vulnerable adults, service users, sustainability and the environment and ways of working and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required.

### **RECOMMENDATIONS**

- 1) To note the revenue budget expenditure to date and year end forecasts
- 2) To note the progress with savings
- 3) To note the Capital Programme expenditure to date and year end forecasts and approve variances to the Capital Programme
- 4) To note the Council's Balance Sheet transactions
- 5) To note the performance of the Procurement Team.

**Nigel Stevenson Service Director – Finance & Procurement**

**For any enquiries about this report please contact:**

Pauline Moore - Senior Accountant, Financial Strategy and Accounting

Glen Bicknell - Senior Finance Business Partner, Capital and External Funding

Simon Cunningham - Senior Accountant, Pensions and Treasury Management

**Constitutional Comments (KK 04/03/15)**

The proposals in this report are within the remit of Finance and Property Committee.

**Financial Comments (PM 26/02/15)**

The financial implications are stated within the report itself and have been used to inform the Council's Medium Term Financial Strategy and Budget report to Council 26 February 2015.

**Background Papers and Published Documents**

Except for previously published documents, which will be available elsewhere, the documents listed here will be available for inspection in accordance with Section 100D of the Local Government Act 1972.

- 'None'

**Electoral Division(s) and Member(s) Affected**

- 'All'

Consultation Ref.	Committee	Dept	Title	Previous Status	Current Status	Cashable Benefits				At Risk			
						2014/15 £000	2015/16 £000	2016/17 £000	TOTAL £000	2014/15 £000	2015/16 £000	2016/17 £000	Total £000
TRANSFORMATION PROGRAMME PROJECTS													
N/A	ASCH	ASCH&PP	Redesign of Home Based Services	A	A	865	0	0	865	500	-500	0	0
B01 / B07	ASCH	ASCH&PP	Redesign of Assessment and Care Management Functions & Organisational Re-design	G	G	215	1,194	250	1,659	0	0	0	0
A01	ASCH	ASCH&PP	Living at Home Phase II	Y	Y	425	555	397	1,377	0	0	0	0
B04	ASCH	ASCH&PP	Reduction in supplier costs - older person's care homes	B	B	0		0	0	0	0	0	0
B05	ASCH	ASCH&PP	Reduction in supplier costs - Younger Adults	B	B	900	100	0	1,000	0	0	0	0
C01	ASCH	ASCH&PP	Reducing Community Care Spend - Older Adults	G	G	902	1,762	0	2,664	0	0	0	0
C02	ASCH	ASCH&PP	Reducing the average community care personal budget - Younger Adults	G	G	925	1,178	701	2,804	0	0	0	0
C03	ASCH	ASCH&PP	Reduction in long term care placements	Y	Y	550	550	423	1,523	150	-150	0	0
C04	ASCH	ASCH&PP	Reduction in cost of transport services	G	G	0	0	0	0	0	0	0	0
C07	ASCH	ASCH&PP	Day Services	G	G	350	220	490	1,060	0	0	0	0
C10	ASCH	ASCH&PP	Savings from the Supporting People budget	G	B	2,030	1,250	1,950	5,230	0	0	0	0
C13	ASCH	ASCH&PP	Targeting Reablement Support	G	G	0	755	755	1,510	0	0	0	0
C06	ASCH	ASCH&PP	Residential Short Breaks Services	G	G	0	250	250	500	0	0	0	0
N/A	ASCH	ASCH&PP	Care Act	A	A	0	0	0	0	0	0	0	0
N/A	Culture	CFCS	Sherwood Forest Visitor Centre	B	B	0	0	0	0	0	0	0	0
N/A	CYP	CFCS	MASH Lean Review	G	B	0	0	0	0	0	0	0	0
B12	CYP	CFCS	Early Years and Early Intervention	G	G	1,000	0	3,000	4,000	0	0	0	0
B13	Culture	CFCS	Libraries, Archives, Information and Learning	G	G	250	25	375	650	0	0	0	0
B16	CYP	CFCS	Looked After Children Placements	Y	A	2,320	2,570	1,700	6,590	0	0	0	0
C16	CYP	CFCS	Children’s Disability Service	R	R	0	1,180	1,180	2,360	0	1,180	-1,180	0
N/A	F&P	E&R	Highways/Fleet Management JV Project	G	G	0	0	0	0	0	0	0	0

Consultation Ref.	Committee	Dept	Title	Previous Status	Current Status	Cashable Benefits				At Risk			
						2014/15 £000	2015/16 £000	2016/17 £000	TOTAL £000	2014/15 £000	2015/16 £000	2016/17 £000	Total £000
A41	T&H	E&R	Reduce Street Lighting Energy Costs	G	G	300	500	700	1,500	0	0	0	0
B17	T&H	E&R	Efficiencies & Local Bus Service reductions	B	B	800	1,000	0	1,800	0	0	0	0
N/A		Cross Cutting	Ways of Working	Y	Y	0	0	0	0	0	0	0	0
N/A		Cross Cutting	Channel Shift	B	B	0	0	0	0	0	0	0	0
N/A		Cross Cutting	Strategic Management Framework	Y	B	0	0	0	0	0	0	0	0
N/A		Cross Cutting	BRMI		A	0	0	0	0	0	0	0	0
N/A		Cross Cutting	One Space	B	B	0	0	0	0	0	0	0	0
A07 & A15	ASCH & CYP	Cross Cutting	Business Support Services Review (ASCH&PP and CFCS)	A	A	911	2,330	0	3,241	140	2,190	-2,330	0
N/A		Cross Cutting	Digital First	G	G	0	0	0	0	0	0	0	0
N/A		PPCS	Broadband	G	G	0	0	0	0	0	0	0	0
<b>OTHER SAVINGS</b>													
A02	ASCH	ASCH&PP	Dementia Quality Mark	G	G	500	0	0	500	0	0	0	0
A03	ASCH	ASCH&PP	Use of Public Health funding	B	B	200	0	0	200	0	0	0	0
A04	ASCH	ASCH&PP	Development of reablement in Physical Disability services	G	G	150	150	0	300	0	0	0	0
A05	ASCH	ASCH&PP	Reduction in staff posts in the Joint Commissioning Unit	B	B	34	0	149	183	0	0	0	0
A06	ASCH	ASCH&PP	Reduction in staff posts in the Performance Improvement Team	G	G	92	0	0	92	0	0	0	0
A08	ASCH	ASCH&PP	Reduction in staffing in the Framework Development Team	G	G	79	0	0	79	0	0	0	0
A09	ASCH	ASCH&PP	Restructure of Adult Care Financial Services (ACFS) and a reduction in posts	G	G	93	121	0	214	0	0	0	0
A12	ASCH	ASCH&PP	Group Manager Restructure	B	B	0	200	0	200	0	0	0	0
B02	ASCH	ASCH&PP	Use of NHS social care funding to offset budget pressures	B	B	1,912	0	0	1,912	0	0	0	0
B03	ASCH	ASCH&PP	Reduce no. of social care staff in hospital settings by 15%	G	G	49	147	0	196	0	0	0	0
B06	ASCH	ASCH&PP	Use of NHS social care funding to offset pressures	B	B	1,912	0	0	1,912	0	0	0	0



Consultation Ref.	Committee	Dept	Title	Previous Status	Current Status	Cashable Benefits				At Risk			
						2014/15 £000	2015/16 £000	2016/17 £000	TOTAL £000	2014/15 £000	2015/16 £000	2016/17 £000	Total £000
B08	ASCH	ASCH&PP	Changes to the delivery structure of the Safeguarding Adults Team	G	G	172	0	0	172	0	0	0	0
B09	ASCH	ASCH&PP	Reduction in Benefits Advice staff - withdrawn	G	G	0	0	0	0	0	0	0	0
C05	ASCH	ASCH&PP	Managing Demand in Younger Adults	G	G	175	200	0	375	0	0	0	0
C08	ASCH	ASCH&PP	Employment Services	G	G	160	0	0	160	0	0	0	0
C09	ASCH	ASCH&PP	Various contract changes by the Joint Commissioning Unit	G	G	131	179	190	500	0	0	0	0
C11	ASCH	ASCH&PP	Cease NHS short breaks service (Newlands)	G	G	0	460	0	460	0	0	0	0
C14	ASCH	ASCH&PP	Various options to reduce the cost of the intermediate care service	Y	Y	540	540	0	1,080	0	0	0	0
C15	ASCH	ASCH&PP	Notts Welfare Assistance Fund (NWWAF)	B	B	2,130	0	0	2,130	0	0	0	0
A10	Community Safety	ASCH&PP	Reduction in Emergency Planning staffing	G	G	35	0	0	35	0	0	0	0
A11	Community Safety	ASCH&PP	Registration Service Income Generation	Y	Y	47	0	0	47	0	0	0	0
B30	Community Safety	PPCS	Service Restructuring	B	Y	367	0	0	367	0	0	0	0
B33	Community Safety	PPCS	Redesign focus of service.	B	B	245	0	0	245	0	0	0	0
C12	Community Safety	ASCH&PP	Reduction in Trading Standards staffing and increased income generation	Y	Y	292	195	0	487	0	0	0	0
A60	Culture	PPCS	Conservation restructuring - staff reductions	B	B	50	0	0	50	0	0	0	0
B14	Culture	CFCS	Cultural and Enrichment Services	G	G	50	130	0	180	0	0	0	0
B15	Culture	CFCS	Country Parks and Green Estates	G	G	150	160	190	500	0	0	0	0
A13	CYP	CFCS	Support to Schools	G	G	1,000	370	0	1,370	0	0	0	0
A14	CYP	CFCS	SEND Hub	G	G	492	0	0	492	0	0	0	0
A16	CYP	CFCS	School Access	G	G	0	50	50	100	0	0	0	0
A17	CYP	CFCS	Targeted Support and Youth Justice	G	G	800	100	100	1,000	0	0	0	0

Consultation Ref.	Committee	Dept	Title	Previous Status	Current Status	Cashable Benefits				At Risk			
						2014/15 £000	2015/16 £000	2016/17 £000	TOTAL £000	2014/15 £000	2015/16 £000	2016/17 £000	Total £000
A18	CYP	CFCS	Children's Social Care Management Review	G	G	120	80	0	200	0	0	0	0
A19	CYP	CFCS	Planning, Performance and Quality Assurance Group	G	G	1,350	150	0	1,500	0	0	0	0
A20	CYP	CFCS	CFCS Management Structure Review	G	G	80	110	185	375	0	0	0	0
B10	CYP	CFCS	Independent Travel Training	G	A	0	200	300	500	0	0	0	0
B11	CYP	CFCS	Young People's Service	G	G	675	675	0	1,350	0	0	0	0
B14	CYP	CFCS	Cultural and Enrichment Services	G	G	150	420	50	620	0	0	0	0
B18	E&S	E&R	Renegotiation of Waste Management Contracts	G	G	800	200	0	1,000	0	0	0	0
B19	E&S	E&R	Introduce a range of measures associated with HWRC's	G	G	205	505	0	710	0	0	0	0
B20	E&S	E&R	Provide financial support to Waste Collection Authorities to introduce kerbside Green Waste Collections	G	G	0	200	0	200	0	0	0	0
B21	E&S	E&R	Increase Energy Contract Rebate Income	G	G	200	0	0	200	0	0	0	0
B26	E&S	PPCS	Planning Policy restructuring - staff reductions. Income generation.	G	G	73	0	0	73	0	0	0	0
B28	Economic Development	PPCS	Development of a shared service delivery model with Borough & District Councils.	B	B	0	0	0	0	0	0	0	0
B29	Economic Development	PPCS	Reducing the NCC contribution to Experience Nottinghamshire	B	B	100	0	0	100	0	0	0	0
A30	F&P	E&R	Reduction in County Offices Maintenance	G	G	300	200	100	600	0	0	0	0
A31	F&P	E&R	Reduction in Property Staffing	G	G	167	100	0	267	0	0	0	0
A32	F&P	E&R	Rationalisation and staffing reductions	G	G	0	50	200	250	0	0	0	0
A33	F&P	E&R	Reduction in Planned Maintenance Budget	G	G	0	0	519	519	0	0	0	0
A49	F&P	E&R	Finance & Procurement Staffing Reductions	G	G	700	250	250	1,200	0	0	0	0
A50	F&P	E&R	Contract Savings	G	G	0	0	350	350	0	0	0	0

Consultation Ref.	Committee	Dept	Title	Previous Status	Current Status	Cashable Benefits				At Risk			
						2014/15 £000	2015/16 £000	2016/17 £000	TOTAL £000	2014/15 £000	2015/16 £000	2016/17 £000	Total £000
A51	F&P	E&R	Savings in provision of online @home service	B	B	250	0	0	250	0	0	0	0
A52	F&P	E&R	Termination of licence agreement	B	B	80	0	0	80	0	0	0	0
A53	F&P	E&R	Reduction in provision of ICT equipment replacement	G	G	0	100	0	100	0	0	0	0
A54	F&P	E&R	Staffing reductions in the Business Support and Development team	B	B	60	0	0	60	0	0	0	0
B34	F&P	PPCS	Reduce Councillors' Divisional Fund	B	B	335	0	0	335	0	0	0	0
A22	Personnel	E&R	Review Human Resources activity & support - increased self service	B	B	500	0	47	547	0	0	0	0
A23	Personnel	E&R	Review Health & Safety service - income generation and sharing of services	B	B	80	0	0	80	0	0	0	0
A24	Personnel	E&R	Deletion of Senior Analyst post - Job Evaluation	B	B	41	0	0	41	0	0	0	0
A25	Personnel	E&R	Cease counselling service and signpost employees to alternative providers	B	B	49	0	0	49	0	0	0	0
A26	Personnel	E&R	Review of integrated Learning & Development activity - to further streamline structures; commission more training externally and with others	B	B	1,000	0	0	1,000	0	0	0	0
B25	Personnel	E&R	Schools meal price changes	G	G	0	0	0	0	0	0	0	0
A21	Policy	E&R	Restructure, efficiencies and cost reductions in the Business Support Centre	G	G	1,000	500	200	1,700	0	0	0	0
A27	Policy	E&R	Customer Service Centre - efficiencies and shift to more cost effective access channels	G	G	45	200	120	365	0	0	0	0
A28	Policy	E&R	Customer Service Centre - generation of additional income and sharing of services with other public sector providers	G	G	50	50	0	100	0	0	0	0

Consultation Ref.	Committee	Dept	Title	Previous Status	Current Status	Cashable Benefits				At Risk			
						2014/15 £000	2015/16 £000	2016/17 £000	TOTAL £000	2014/15 £000	2015/16 £000	2016/17 £000	Total £000
A29	Policy	E&R	Review of face to face customer service provision across the county	B	B	100	0	0	100	0	0	0	0
A61	Policy	PPCS	Legal services - redesign staffing structure	B	B	246	408	12	666	0	0	0	0
A62	Policy	PPCS	Cease holding of Member Forum meetings.	B	B	27	0	0	27	0	0	0	0
A63	Policy	PPCS	Reorganise Civic Office support staff and reconfigure support activities.	B	B	87	0	0	87	0	0	0	0
A64	Policy	PPCS	To provide governance & democratic support service to the PCP and PCC.	B	B	81	0	0	81	0	0	0	0
A65	Policy	PPCS	To move to partial electronic only provision of committee papers.	Y	Y	43	0	0	43	0	0	0	0
A66	Policy	PPCS	Streamline corporate complaints	B	B	113	0	0	113	0	0	0	0
A67	Policy	PPCS	Redesign staffing structure	B	B	51	0	0	51	0	0	0	0
A68	Policy	PPCS	Redesign staffing structure	B	B	246	0	0	246	0	0	0	0
A69	Policy	PPCS	Refocus communications and marketing activity	B	B	178	0	0	178	0	0	0	0
A70	Policy	PPCS	Alternative delivery of translation and interpretation services.	B	B	55	0	0	55	0	0	0	0
A71	Policy	PPCS	Income generation	B	B	24	24	24	72	0	0	0	0
A72	Policy	PPCS	Review PPCS management structure	B	B	50	0	0	50	0	0	0	0
B27	Policy	PPCS	Devt Mgmt restructuring - staff reductions. Income generation.	A	A	64	0	3	67	43	0	0	43
B31	Policy	PPCS	Reduce the financial contribution to HealthWatch Nottinghamshire	B	B	95	50	0	145	0	0	0	0
B32	Policy	PPCS	To cease awarding grant aid to Nottingham Playhouse in 2014/15	B	B	95	0	0	95	0	0	0	0
A34	T&H	E&R	Highways Contract savings	G	G	1,170	0	0	1,170	0	0	0	0
A35	T&H	E&R	Increased efficiency by Highways Operations Group	G	G	900	0	100	1,000	0	0	0	0

Consultation Ref.	Committee	Dept	Title	Previous Status	Current Status	Cashable Benefits				At Risk			
						2014/15 £000	2015/16 £000	2016/17 £000	TOTAL £000	2014/15 £000	2015/16 £000	2016/17 £000	Total £000
A36	T&H	E&R	Efficiencies through more effective pothole repair & patching service	G	G	0	100	100	200	0	0	0	0
A37	T&H	E&R	Reduce contribution to Highways Safety Shared Service	G	G	200	100	100	400	0	0	0	0
A38	T&H	E&R	Shared Service for Central Processing Unit	G	G	0	25	0	25	0	0	0	0
A39	T&H	E&R	Renegotiation of contribution to the Urban Traffic Control Shared Service	G	G	50	0	0	50	0	0	0	0
A40	T&H	E&R	Removal of Robin Hood Line subsidy	G	G	0	80	0	80	0	0	0	0
A42	T&H	E&R	Increased Highways Income from additional housing development activity	G	G	10	10	13	33	0	0	0	0
A43	T&H	E&R	Increased income from various service areas	G	G	20	30	30	80	0	0	0	0
A44	T&H	E&R	Increased income from providing services to neighbouring local authorities	G	G	13	0	0	13	0	0	0	0
A45	T&H	E&R	Restructuring - staff reductions	G	G	133	217	0	350	0	0	0	0
A46	T&H	E&R	Restructuring - staff reductions	G	G	0	0	0	0	0	0	0	0
A47	T&H	E&R	Restructuring - staff reductions	G	G	175	284	0	459	0	0	0	0
A48	T&H	E&R	Restructuring - staff reductions	G	G	192	311	0	503	0	0	0	0
A55	T&H	E&R	Staffing Reductions in Transport & Travel Services	G	G	150	150	0	300	0	0	0	0
A56	T&H	E&R	Establishment of fund for replacing worn out integrated transport measures	G	G	200	200	200	600	0	0	0	0
A57	T&H	E&R	Reduction of discretionary spend	G	G	100	100	100	300	0	0	0	0
A58	T&H	E&R	Use of financial contributions (Commutated Sums) from developers	G	G	250	0	0	250	0	0	0	0
A59	T&H	E&R	Gully cleaning	G	G	50	0	0	50	0	0	0	0
B22	T&H	E&R	Reduction in Rights of Way Service	G	G	100	50	0	150	0	0	0	0
B23	T&H	E&R	Increase charges for Blue Badges	G	G	40	40	56	136	0	0	0	0

Consultation Ref.	Committee	Dept	Title	Previous Status	Current Status	Cashable Benefits				At Risk			
						2014/15 £000	2015/16 £000	2016/17 £000	TOTAL £000	2014/15 £000	2015/16 £000	2016/17 £000	Total £000
B24	T&H	E&R	Deliver Road Safety Education as part of public health commissioning for Nottinghamshire	G	G	0	79	0	79	0	0	0	0
						38,318	24,669	15,909	78,896	833	2,720	-3,510	43

Consultation Ref.	Committee	Dept	Title	Previous Status	Current Status	Cashable Benefits				At Risk			
						2014/15 £000	2015/16 £000	2016/17 £000	TOTAL £000	2014/15 £000	2015/16 £000	2016/17 £000	Total £000

## Key for Status

<b>On Target</b>	Successful delivery of the project to time, cost and quality is achievable and there are no major outstanding issues at this stage that threaten delivery
<b>Experiencing Obstacles</b>	Successful delivery is probable, however, there are minor issues which need resolving to ensure they do not materialise into major issues threatening delivery
<b>At Risk</b>	Based on available evidence, successful delivery still appears feasible but significant issues exist with scope, timescales, cost, assumptions and/or benefits. Issues appear resolvable, but action is required
<b>Compromised</b>	Based on available evidence, successful delivery of the project appears to be at significant risk. There are major issues with project scope, timescales, cost, assumptions and/or benefits. Immediate action required to resolve issues.
<b>Completed</b>	Project benefits have been achieved, or there has been an official change to the benefits profile (through change control) so the project is complete or declared undeliverable
<b>No Status</b>	Awaiting major points of clarification / decision-making to enable PID and plan to be completed

## Reconciliation to Appendix A to C of Feb 2014 Budget Report

	2014/15 £000	2015/16 £000	2016/17 £000	TOTAL £000
Appendix A totals	15,569	7,605	4,646	27,820
Appendix B totals	13,558	11,341	6,516	31,415
Appendix C totals	6,007	8,719	5,939	20,665
Redesign of Home Based Services B/Fwd (ASC - 105)	865	0	0	865
Living At Home B/Fwd (ASC 401)	425	0	0	425
Linkage Service B/Fwd (ASC 408)	148	0	0	148
Supporting People B/Fwd (ASC 413)	2,030	0	0	2,030
<i>ANNUAL BUDGET 2014/15 PROJECTED SAVINGS</i>	<i>38,602</i>	<i>27,665</i>	<i>17,101</i>	<i>83,368</i>
Adjustment to savings profile for A07 & A15	0	600	-600	0
Savings determined undeliverable for B04	0	-2,335	0	-2,335
Savings determined undeliverable for B05	-284	-661	-592	-1,537
Savings determined undeliverable for B13	0	-350	0	-350
Savings determined undeliverable for B28	0	-250	0	-250
<i>ADJUSTMENTS TO PROJECTED SAVINGS</i>	<i>-284</i>	<i>-2,996</i>	<i>-1,192</i>	<i>-4,472</i>
<b>REVISED PROJECTED SAVINGS</b>	<b>38,318</b>	<b>24,669</b>	<b>15,909</b>	<b>78,896</b>





## Procurement Team ongoing developments:

Action	Target Outcomes	Current status
Review our procurement structure to ensure it aligns with the needs of the business and delivery of the strategy	Efficient and effective team that works alongside the commissioners, providing a consistent approach in the delivery of the business needs	A new operating model has been introduced focussing on a Care and Non Care team, this is being reviewed on a quarterly basis for a period of 12 months
Engagement with regional colleagues across local authority and health to develop a collaborative working approach	Identification of opportunities for collaboration to reduce costs of procurement and release savings through aggregation of spend	We are currently collaborating with colleagues across the region and health in a number of areas for example food, social care, ICT, and taxis
Regional Contracts Database	Creation of a single regional contracts database that allows for public access and monitoring of markets, and to meet the requirements of the transparency code	Currently there are 590 NCC contracts in the contract register. 50% of the contracts (293 contracts) are with Small and Medium Enterprise Organisations and 6.7% (40 contracts) are with Voluntary Community Sector organisations.
Explore company risk profiles to establish an effective form to manage and mitigate supplier risks	Better management and mitigation of supply chain risk	Supply chain risk assessment tool in development
Develop a procurement customer satisfaction survey	Gain a better understanding of our customers' requirements and concerns so that we can improve the services that we delivery	In development
P2P Project	To improve the P2P process	A dedicated delivery group are working on standard process maps. Target date May 2015
Retrospective orders	To reduce the non-compliant approach undertaken with retrospective orders	Category Managers are working with their relevant areas to address this issue
Social Value Act 2012	To ensure that what we procure has given consideration to how we may improve the economic, environmental and social well-being of Nottinghamshire	A Social Value Guidance document has been developed which includes guidance around how to deal with social and environmental issues during procurement stages
New EU regulations 2015	To ensure that the authority comply with the new regulations and that the procurement team utilise the changes to ensure added benefit to the council	The procurement and legal team are working together to refresh our standard documentation and embed these changes into our paperwork and approach.
Procurement Toolkit	Promote best practice and to utilise a range of guidance and practical procurement approaches	The toolkit is planned to be published in both on NCC website and Intranet in the new financial year.



**23<sup>rd</sup> March 2015****Agenda Item: 7****REPORT OF THE CORPORATE DIRECTOR, ADULT SOCIAL CARE,  
HEALTH AND PUBLIC PROTECTION, NOTTINGHAMSHIRE COUNTY  
COUNCIL****BETTER CARE FUND POOLED BUDGET****Purpose of the Report**

1. To obtain approval of the Better Care Fund section 75 pooled budget for 2015/16 subject to amendments proposed by the Governing Bodies of the Clinical Commissioning Groups (CCG) and the outcome of the public consultation.
2. To note programme governance for the pooled budget agreement, developed in accordance with the constitutional requirements of each party.

**Background**

3. It is nationally mandated that investment in the Better Care Fund (BCF) is operated under a pooled budget agreement under section 75 of the National Health Service Act (2006). This is the legislation that allows local authorities and NHS bodies to operate pooled budgets at a local level. The draft section 75 agreement will be emailed to committee members as a background paper.
4. The section 75 agreement is a legally binding partnership agreement, in this instance between the commissioners of health and social care services in Nottinghamshire County. The signatories to the agreement are Nottinghamshire County Council and the six County Clinical Commissioning Groups (CCGs), namely Bassetlaw CCG, Mansfield and Ashfield CCG, Newark and Sherwood CCG, Nottingham North and East CCG, Nottingham West CCG and Rushcliffe CCG.
5. The basis of the agreement is a national form of a model contract to administer section 75 terms, prepared by Bevan Brittan solicitors. In order to ensure local fit, both the County Council and the CCGs (acting jointly) have taken independent legal advice on the practical application in relation to the specific components of the Nottinghamshire plan. Nottinghamshire County Council has instructed its in-house legal team and the CCGs have collectively instructed Browne Jacobson.
6. The pooled budget will be hosted by Nottinghamshire County Council, with the accountable officer and named pooled budget holder (the section 151 officer) being the Council's Service

Director of Finance and Procurement who will be supported by the BCF Programme Manager.

7. A public consultation on the pooled budget arrangement was run from 16<sup>th</sup> February to 15<sup>th</sup> March 2015 in line with the legislative requirements.

## **Payments**

8. Payments into and out of the pool will take place on a monthly basis in accordance with the payment schedule set out in "Schedule 9 – Payment Protocol" of the agreement. CCGs will contribute into the pool on the first of the month an amount equal to one twelfth of the annual sum they have agreed to contribute. On the fourth working day of the month, the County Council will pay one twelfth of the annual scheme value to CCGs, less the amount contributing to the County Council's commissioned services.
9. CCGs and the Council will pay providers directly to ensure that existing contractual payment mechanisms continue and to avoid providers receiving multiple payments from commissioners. This ensures no additional contracts are required to be set up and that no additional contract management falls to the County Council as pooled budget host.
10. For the purposes of the agreement, District and Borough Councils are a provider and payment of the Disabled Facilities Grant (DFG) allocation will be made to the pooled budget via the County Council which will receive the grant allocation from 1<sup>st</sup> April 2015. The DFG allocation will then be transferred to the District and Borough Councils for ongoing payment to contractors. Transfers to the District and Borough Councils will be made according to receipt of the grant e.g. if the entire grant is received on 1<sup>st</sup> April this will be transferred across to the District Councils in one lump sum, if the grant is received monthly it will be paid across to the District Councils monthly.

## **Risk sharing**

11. The risk share arrangements for any overspends and management of any underspends are set out in schedule 3 of the agreement.
12. The partners have agreed that risk sharing will initially remain at the organisation or unit of planning level in line with current practice. This means that any over/under spend will be managed by CCGs in the following units of planning:
  - North Notts: Bassetlaw CCG;
  - Mid Notts: Mansfield and Ashfield CCG and Newark and Sherwood CCG;
  - South Notts: Nottingham North and East CCG, Nottingham West CCG, Rushcliffe CCG.It will be for the units of planning to determine apportionment of over/under spend. Nottinghamshire County Council will manage its own over/under spend. If the overspend cannot be contained within the respective organisation or unit of planning then it will be escalated to the Programme Board for a decision.

## **Governance and reporting**

13. CCGs and the County Council are the accountable organisations with statutory responsibility for investment into the pooled budget and each has to satisfy its own statutory requirements

for investment into BCF schemes. This is supported by a County wide governance structure for monitoring progress of the BCF plans including the pooled budget.

14. The BCF Finance, Planning and Performance sub-group is responsible for providing a monthly report on the pooled budget income and expenditure. This will be reported to the BCF Programme Board monthly and include details of performance against the outcome metrics, progress with scheme delivery (as set out in the programme plan included as a background paper) and outstanding risks as recorded in the programme risk register (see background paper).
15. The sub-group will undertake a quarterly reconciliation of actual income and expenditure against plan which will take into account any delays to scheme implementation and consequent payments to providers.
16. There will be a quarterly report to the Health and Wellbeing Board in line with NHS England requirements. This will be accompanied by an exception report on scheme delivery, programme risks and delivery of the outcome metrics.
17. Any changes to planned schemes' financial values will be determined by the responsible statutory commissioner in the first instance, and will then be discussed through the programme governance structure with the Programme Board recommending changes in values to the Health and Wellbeing Board with the associated consideration of impact on overall programme delivery.
18. All organisations have agreed to share relevant information with each other's auditors to ensure transparent reporting of the BCF pooled fund. Additional external audit costs may be incurred by the County Council as the pooled budget host. If this is the case, a proposal to share costs across the partner signatories will be made to the Programme Board.

### **Reason/s for Recommendation/s**

19. To confirm appropriate governance and reporting arrangements are in place to ensure oversight of delivery of the pooled budget by partner organisations across Nottinghamshire, and for the Health and Wellbeing Board to discharge any obligations that it may have for central reporting.
20. To meet the Department of Health expectation that a pooled budget will be in operation for the BCF in 2015/16.

### **Statutory and Policy Implications**

21. This report has been compiled after consideration of implications in respect of crime and disorder, finance, human resources, human rights, the NHS Constitution (Public Health only), the public sector equality duty, safeguarding of children and vulnerable adults, service users, sustainability and the environment and ways of working and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required.

## **Financial Implications**

22. The financial implications are detailed in the Nottinghamshire BCF plan. The pooled budget amounts to a minimum of £59.3m in 2015/16. Subject to local and national policy developments, the agreement may be extended beyond 2015/16. This will be reported to the Health and Wellbeing Board on an ongoing basis as part of the Better Care Fund reporting process.

## **Human Resources Implications**

23. Support will be required from Nottinghamshire County Council's finance team to administer the pooled budget in accordance with the conditions of the pooled budget. Currently this is anticipated to be met within existing resources.

## **Legal Implications**

24. The Care Act facilitates the establishment of the BCF by providing a mechanism that will allow the sharing of NHS funding with local authorities to be made mandatory. The wider powers to use Health Act flexibilities to pool funds, share information and staff are unaffected.

## **RECOMMENDATION/S**

That the Committee:

- 1) Approves the section 75 pooled budget agreement subject to amendments required by CCG governing bodies and the public consultation.
- 2) Delegates responsibility for signing the section 75 agreement to the Chief Executive.

**David Pearson, Corporate Director, Adult Social Care, Health and Public Protection, Nottinghamshire County Council**

**For any enquiries about this report please contact:**

**Sarah Fleming, Better Care Fund Programme Manager**

[Sarah.fleming@mansfieldanddashfieldccg.nhs.uk](mailto:Sarah.fleming@mansfieldanddashfieldccg.nhs.uk) / 0115 993 2564

## **Financial Comments (KAS 12/02/15)**

25. The financial implications are contained within paragraph 22 of the report.

## **Background Papers and Published Documents**

Except for previously published documents, which will be available elsewhere, the documents listed here will be available for inspection in accordance with Section 100D of the Local Government Act 1972.

- Terms of Reference for BCF Programme Board and Finance, Planning and Performance sub-group.
- Section 75 pooled budget agreement (draft)
- 

## **Electoral Division(s) and Member(s) Affected**

- All





23 March 2015

Agenda Item: 8

## **REPORT OF THE CORPORATE DIRECTOR, POLICY, PLANNING AND CORPORATE SERVICES**

### **COUNCILLORS' DIVISIONAL FUND MONITORING REPORT**

#### **Purpose of the Report**

1. To inform committee of grants awarded under the Councillors' Divisional Fund (CDF), and to report on the two grants audited for compliance with the CDF Policy and Guidance, and identify two further grants for audit.

#### **Information and Advice**

2. Policy Committee on 7 May 2014 approved a revised Policy and Guidance for the CDF, following the decision in the County Council budget to reduce the amount available from £10,000 to £5,000 per member.
3. Members were reminded that there is no carry forward of unspent grants to 2015/16, and were asked to submit applications by 13 March 2015 in order that they could be processed by the end of 2014/15.
4. Between five and ten applications annually will be subject of an audit which will include ensuring that the monies provided have been spent in accordance with the application made.
5. The last two applications selected for audit were

Carlton East: Cllr N Brooks  
Burton Joyce Primary School – DARE Project

Warsop: Cllr J Allin  
New Writers UK Ltd – Children's summer writing competition

In both these cases, the grant was spent in accordance with the application.

6. The next grants to be audited are:

Nuthall: Cllr P Owen  
NOWMADS – Hire of costumes

The findings of these audits will be reported to Committee in June 2015.

### **Reason for Recommendation**

7. This report complies with the revised Policy and Guidance approved by Policy Committee on 7 May 2014.

### **Statutory and Policy Implications**

8. This report has been compiled after consideration of implications in respect of crime and disorder, finance, human resources, human rights, the NHS Constitution (Public Health only), the public sector equality duty, safeguarding of children and vulnerable adults, service users, sustainability and the environment and ways of working and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required.

## **RECOMMENDATION**

- 1) That the monitoring report on the Councillors' Divisional Fund be noted, and the outcome of the audits be reported in the next quarterly report.

**Jayne Francis-Ward**  
**Corporate Director Policy Planning and Corporate Services**

**For any enquiries about this report please contact:**  
Paul Davies, Democratic Services tel 0115 977 3299

### **Constitutional Comments (CEH 03/03/15)**

9. Finance and Property Committee is the appropriate body to consider the content of this report.

### **Financial Comments (SES 03/02/15)**

10. There are no specific financial implications arising directly from this report.

### **Background Papers and Published Documents**

Except for previously published documents, which will be available elsewhere, the documents listed here will be available for inspection in accordance with Section 100D of the Local Government Act 1972.

- Report to Policy Committee, 7 May 2014

### **Electoral Division(s) and Member(s) Affected**

- All

23 March 2015

Agenda Item: 9a

## **REPORT OF SERVICE DIRECTOR TRANSPORT, PROPERTY & ENVIRONMENT**

### **SALE OF LAND AT MAUN VIEW, MANSFIELD FOR SUPPORTED LIVING HOUSING**

#### **Purpose of the Report**

1. To seek approval to sell remaining land at Maun View Mansfield for Supported Living housing within the parameters detailed in the report.

#### **Information and Advice**

2. Some information relating to this report is not for publication by virtue of paragraph 3 of Schedule 12A of the Local Government Act 1972. Having regard to the circumstances, on balance the public interest in disclosing the information does not outweigh the reason for exemption because divulging the information would significantly damage the Council's commercial position. The exempt information is set out in exempt appendix.
3. The site adjacent to the former Maun View Residential Care Home in Mansfield was retained when the care home was sold as an going concern in 2012. Since that time the remaining land has been held as surplus to requirements awaiting sale or having a new service use identified. It is shown by black hatching on the attached plan.
4. The Council has an aspiration to move 120 people in high cost residential care to lower cost and more independent Supported Living. This work is part of the savings and efficiency project which seeks to reduce the number of younger Adults in long term residential care placements and to move everyone inappropriately placed in hospital to community based support as quickly as possible. This is a duty placed on the NHS and local authorities social care commissioners following the Department of Health Review into the failings of the Winterbourne View private hospital.
5. This proposal meets the aspiration of moving people into Supported Living and provides a capital receipt from the sale of the land.
6. The Council has been through a tendering process to select a range of Approved Housing Providers who will deliver the Supported Living accommodation across the county.
7. All eight of the Approved Housing Providers were invited to take on the building of the Supported Housing and to act as landlords for the completed development for the Maun View site. A number of providers expressed initial interest but only BeST

Housing Association came forward with an offer. A contract will be put in place to regulate the County Council's nomination rights over all twelve of the proposed housing units.

8. The terms of the proposed sale are contained in the Exempt Appendix.
9. The transfer potentially represents a sale at less than best value, as defined by s123 Local Government Act 1972. Paragraph 20.3.6.1 of the Council's Financial Regulations provide that, where only one party is interested or is to be invited to submit a signed contract, the Service Director, Transport, Property and Environment, in consultation with the Chairman of Finance and Property Committee shall take a decision after discussing the circumstances with the Group Manager for Legal Services and the Section 151 Officer.
10. The circumstances which permit the Authority to depart from the requirement to achieve best value are contained in the General Consent Order [The Local Government Act 1972: General Disposal Consent (England 2003)]. The Order lays down no specific process, but simply requires that the following matters are considered:-
  - i. The local authority considers that the purpose for which the land is to be disposed is likely to contribute to the achievement of any one or more of the following objects in respect of the whole or any part of its area, or of all or any persons resident or present in its area;
    - The promotion or improvement of economic well-being;
    - The promotion or improvement of social well-being;
    - The promotion or improvement of environmental well-being; and
  - ii. The difference between the unrestricted value of the land to be disposed of and the consideration for the disposal does not exceed £2,000,000 (two million pounds).
11. This proposal satisfies the requirement for the promotion or improvement of social well-being and does not exceed £2,000,000.

### **Other Options Considered**

12. Other options considered include selling the site on the open market. This option would fail to deliver the service benefits associated with Supported Living accommodation.

### **Reason/s for Recommendation/s**

13. To make best use of surplus land by both delivering a capital receipt whilst also meeting pressing service need and discharges the Council's duty to commission Supported Living accommodation.

### **Statutory and Policy Implications**

14. This report has been compiled after consideration of implications in respect of crime and disorder, finance, human resources, human rights, the NHS Constitution (Public

Health only), the public sector equality duty, safeguarding of children and vulnerable adults, service users, sustainability and the environment and ways of working and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required.

## **RECOMMENDATION/S**

- 1) That negotiations are concluded for sale of the surplus land within the parameters set out in the report and the Exempt Appendix.

**Jas Hundal**

**Service Director – Transport, Property & Environment**

**For any enquiries about this report please contact: Gerry McKeown 0115 9773617**

### **Constitutional Comments (SOM 23.02.2015)**

15. Provided that the Group Manager for Legal and Democratic Services and the S151 Officer approve this transaction in accordance with the Council's Financial Regulations the recommendation falls within the remit of the Finance and Property Committee by virtue of its terms of reference.

### **Financial Comments (GB 11.03.2015)**

16. As well as contributing to on-going savings and efficiency targets, any proposed capital receipt will be used to fund the capital programme.

### **Background Papers and Published Documents**

17. None.

### **Electoral Division(s) and Member(s) Affected**

18. Ward(s): Mansfield West  
Member(s): Councillor Darren Langton, Councillor Diana Meale

File ref.: /GM/SB/50047

SP: 2805

Properties affected: 50047 - Remaining land at former Maun View site



23 March 2015

Agenda Item: 9b

## **REPORT OF SERVICE DIRECTOR TRANSPORT, PROPERTY & ENVIRONMENT**

### **LINDHURST SCHEME – THIRD SUPPLEMENTAL AGREEMENT**

#### **Purpose of the Report**

1. To provide an update on the current Lindhurst Scheme and to inform Committee of a decision taken by the Chief Executive under the Urgency Powers for Council to enter into the necessary agreements to give effect to the release of covenants restricting the use of part of the Council's land forming part of the Lindhurst Scheme, including payment of the sums due in respect of this.
2. To seek approval for the Council to enter into a 3<sup>rd</sup> supplemental agreement to the collaboration agreement with its development partners for the Lindhurst Scheme to include additional land.
3. To also seek approval for the Council to enter into a deed of variation for the Section 106 to incorporate the necessary revisions required by the Lindhurst Group's commitment made to the Court of Appeal during legal proceedings which lead to the Court of Appeal decision to dismiss an appeal for Judicial Review of the planning decision made by the Mansfield District Council of respect of the Lindhurst Scheme.

#### **Information and Advice**

##### **Commentary Background**

4. Some information relating to this report is not for publication by virtue of paragraph 3 of Schedule 12A of the Local Government Act 1972. Having regard to the circumstances, on balance the public interest in disclosing the information does not outweigh the reason for exemption because divulging the information would significantly damage the Council's commercial position. The exempt information is set out in an exempt appendix to this report.
5. The Mansfield area needs new opportunities for employment and housing for its economic and social wellbeing. The Lindhurst Scheme will help to provide new jobs and homes and improve the prospects for the whole area. It is a new neighbourhood which will have 1 million square feet of employment it will also lead to building over 1700 homes, and provide a community park, shops and bus links. It will also include green routes, a new school, sports and other community facilities.

6. The development accommodates growth and embraces sustainability that will play a vital role in future well-being of Mansfield as well as surrounding areas and enhance quality of life of local people.
7. In June 2006 the Council acquired the land comprising of 71.66 hectares (177 acres) edged red on the attached Rushley Farm on Plan 1. Part of the land acquired included land known as the 'Ashfield Triangle' shown as Plot E on Plan 1.
8. In November 2009 the Council's adjoining land owners entered into a developer collaboration arrangement to promote their land for development. This area of land comprised of some 96.522 hectares (238.55 acres) which is located to the east of the Council owned Rushley Farm site. It should be noted that this collaboration arrangement did not include the Council's land or land known as the Warrener, Elizabeth Heath Trust.
9. In June 2010 the Council joined the collaboration arrangement (the 1<sup>st</sup> supplemental agreement) to explore the opportunity of promoting a holistic master plan for the south Mansfield area. Each landowner included land held in their ownership; the Council included approximately 27.823 hectares (68.77 acres) (Parcels C & D on Rushley Farm plan 2) to be held on trust for the collaboration partners (known as the 'Lindhurst Group') in consideration of receiving a proportion of sale proceeds.
10. In January 2013 the Finance and Property Committee approved the signing of the S106 Agreement; increasing the Council's contribution to shared costs for the life time of the project; and for the Council to move to project implementation with its collaboration partners. In April 2013 the Council implemented this decision by entering a further agreement (a 2<sup>nd</sup> supplemental agreement) which enabled the collaboration partners to sign a Section 106 Agreement to secure the Lindhurst Scheme planning consent, which was subsequently challenged by local objectors to the planning process in June 2013.
11. The original planning consent for the Lindhurst Scheme was issued in April 2013 by Mansfield District Council. In June 2013, this planning decision was challenged by way of Judicial Review by a group of local objectors. The Court of Appeal dismissed their claim on 15 January 2015. This decision is still capable of being appealed to the Supreme Court. An assessment of the risk of this is addressed in the *attached* exempt appendix.
12. An urgent decision needed to be taken by the Chief Executive under the Council's urgency powers rules regarding the Council entering into the necessary agreements to give effect to the release of covenants restricting the use of part of the Council's land forming part of the Lindhurst Scheme, including payment of the sums due in respect of this. The reason for this urgency was to ensure the Lindhurst Group could commence project implementation and therefore preserve the planning consent secured in relation to the scheme.

## **The Proposal**

13. A further agreement (3rd supplemental agreement) is now required to be entered into with the collaboration partners. This agreement would enable:



- a) The collaboration partners to enter a Section 106 Deed of Variation in order to incorporate amendments in view of a commitment made by the Lindhurst Group to the Court of Appeal during the court proceedings and relied upon by the court in dismissing the appeal.
  - b) Assembly, in a single ownership, all of the land shown on Lindhurst Scheme Plan 2) as part of the collaboration arrangements. This includes the Council's land known as the Ashfield Triangle. The Council's land along with the other additional land will greatly enhance the total value of the Lindhurst Scheme and expedite Project Implementation by bringing all the land under the control of the Lindhurst Group. Details of the Council's commercial interests are addressed in the exempt appendix.
  - c) Safeguard and protect the Council's ability to promote a future development of its retained land outside the Lindhurst Scheme. This land is located west of the A60 Nottingham Road as shown on the attached Rushley Farm Plan 1 edged red and marked as Plots A & B, which is located in Ashfield District. Arrangements will be made shortly for a Pre Application to be submitted to Ashfield District Council.
14. The Council has received external legal advice from Weightmans LLP independent from the Lindhurst Group on the terms of the proposed third supplemental agreement. Key issues legal and commercial issues are outlined in the exempt appendix.

### **Market Commentary**

15. The Council have obtained professional advice from external development consultants with a good local and national knowledge of housing and commercial land values. The advice received has been used to support the assessment of the values of bringing into the Lindhurst Scheme additional land.

### **Costs**

16. The cost implications of the proposal contained in this report can be funded from the capital provision for the scheme which was approved at the County Council meeting on 26 February 2015. The commercial risks and uncapped liabilities for the Council in relation to these proposals are addressed in the exempt appendix.

### **Other Options Considered**

17. As detailed in the Exempt Appendix.

### **Reason/s for Recommendation/s**

18. To inform the Finance and Property Committee of the current position relating to the progress of the Lindhurst Scheme to enable the Lindhurst Group to enter into the necessary agreements to give effect to the proposals outlined in this report.

## **Statutory and Policy Implications**

19. This report has been compiled after consideration of implications in respect of crime and disorder, finance, human resources, human rights, the NHS Constitution (Public Health only), the public sector equality duty, safeguarding of children and vulnerable adults, service users, sustainability and the environment and ways of working and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required.

## **RECOMMENDATION/S**

- 1) That approval is given for the Council to enter into the necessary legal documents to give effect to the proposals set out in this report.

**Jas Hundal**

**Service Director - Transport, Property & Environment**

**For any enquiries about this report please contact: Oliver Dyke 0115 977 2395**

## **Constitutional Comments (SSR 4.3.2015)**

20. This decision falls within the scope of decisions which may be approved by the Finance and Property Committee.

## **Financial Comments (GB 11.03.2015)**

21. Costs associated with this report are approved within the County Council's capital programme.

## **Background Papers and Published Documents**

22. None

## **Electoral Division(s) and Member(s) Affected**

23. Ward(s): Sutton in Ashfield East, Mansfield South  
Member(s): Councillor Steven Carroll, Councillor Andy Sissions, Councillor Stephen Garner

File ref.: /OD/SB/00728

SP: 2823

Properties affected: 00728 - Land at Rushley Farm

23 March 2015

Agenda Item: 9c

## **REPORT OF SERVICE DIRECTOR TRANSPORT, PROPERTY & ENVIRONMENT**

### **PROPOSED URBAN EXPANSION AREA EAST OF GAMSTON – UPDATE**

#### **Purpose of the Report**

1. To note the latest update in connection with the proposed Urban Expansion Area east of Gamston.

#### **Information and Advice**

2. In October 2012 Rushcliffe Borough Council (RBC) submitted part 1 of its Local Plan (the Rushcliffe Core Strategy) to the Secretary of State for examination by a Planning Inspector. The Rushcliffe Core Strategy is the Council's strategic planning policy document which includes proposals for major development sites in a number of locations across Rushcliffe.
3. RBC's earlier Local Plan was that around 9,600 new houses should be built by 2026. The Inspector has however concluded that this plan does not identify enough new homes to meet the identified housing needs of the Borough and in addition, a comprehensive review of the Green Belt should be undertaken.
4. In order to enable RBC to undertake the additional work required to address these issues, the Inspector suspended the examination of the Core Strategy until October 2013. As a consequence, RBC published its revised proposals for consultation, including at least a further 3,550 houses (in addition to the original 9,600) to be planned by 2028. RBC's revised proposals include a large site east of Gamston, where Nottinghamshire County Council (NCC) have a substantial land ownership.
5. Rushcliffe's revised plans were considered by the (re-opened) Public Inquiry, and in December 2014 the Inspector reported on these revised Core Strategy proposals.
6. Following the Inspector's positive report, on 22<sup>nd</sup> December 2014, RBC formally adopted Radcliffe Local Plan Part 1: Core Strategy Development Plan Document. This adopted Core Strategy sets out the main strategy for development across the Borough up to 2028 and makes a number of land allocations for housing, employment and related development. This includes the Gamston Urban Extension area. The Core Strategy removes the land allocated for the Gamston Urban Extension from the Green Belt.

7. A Legal Challenge to the process for the adoption of the Core Strategy has been launched by Barton in Fabis Parish Council. It is understood that the legal challenge is unconnected with the Gamston allocation. The consortium of land owners at Gamston is moving forward irrespective of the challenge (see below).
8. The consortium of landowners at Gamston, of which NCC is one, collaborated on the basis of memorandums of understanding to achieve the planning allocation referred to above. The Consortium members have agreed to continue working together to produce an overall scoping report to identify the various environmental and technical reports which will be required by RBC to support an Outline Planning Application for the development of the Gamston Urban Expansion area. Details of the costs associated with this work will be reported to Committee once these are more firmly established.
9. Members of the consortium have agreed to explore the potential to progress a more formal (legally binding) collaboration agreement between the various parties. It is likely that such agreement will encompass a detailed approach to the steps necessary to secure planning consent and will also cover the “equalisation” of land value and cost sharing between the parties. The objective here would be to ensure that the scheme can be delivered at minimum cost exposure to the Council. A report of these proposals will be brought to a later meeting of Committee once a more detailed structure for any such agreement is known.
10. At its meeting on 15 September 2014, Committee approved the conducting of a formal procurement exercise to identify a potential development partner to work with the County Council on the delivery of this project. This is a complex procurement exercise which is now underway. A draft Procurement document has been prepared covering the contractual framework for any development partnership, financial requirements and which seeks a Partner with the experience and financial robustness necessary to undertake a contract of this scale. The procurement document is currently being reviewed by the Council’s Procurement team and legal advisers.
11. As the proposal for a development agreement between the Consortium Members is progressed, the rationale for seeking a development partner/funder will be reviewed and findings will be presented to Committee for consideration as part of the report feedback outlined in Section 9 above.

### **Other Options Considered**

12. Not applicable.

### **Reason/s for Recommendation/s**

13. To update Members regarding progress on the proposed Gamston Urban Expansion Area.

### **Statutory and Policy Implications**

14. This report has been compiled after consideration of implications in respect of crime and disorder, finance, human resources, human rights, the NHS Constitution (Public Health only), the public sector equality duty, safeguarding of children and vulnerable adults, service users, sustainability and the environment and ways of working and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required.

## **RECOMMENDATION**

- 1) To note the latest update in connection with the proposed Gamston Urban Expansion Area.

**Jas Hundal**

**Service Director – Transport, Property & Environment**

**For any enquiries about this report please contact: Ian Brearley 0115 977 4840**

### **Constitutional Comments (SOM 23.02.2015)**

15. The Report is for Noting only.

### **Financial Comments (TR 25.02.2015)**

16. As this report is for noting only, financial comments are not required.

### **Background Papers and Published Documents**

17. None.

### **Electoral Division(s) and Member(s) Affected**

18. Ward(s): Ruddington, West Bridgford Central and South  
Member(s): Councillor Steve Calvert, Councillor Liz Plant, Councillor Reg Adair

File ref.: /IB/SB/

SP: 2809

Properties affected: 50025 - Tollerton Airport, 00086 - Hill Farm (Land only), 50026 - Vacant Field Off Bassingfield Lane



23 March 2015

Agenda Item: 9d

## **REPORT OF SERVICE DIRECTOR TRANSPORT, PROPERTY & ENVIRONMENT**

### **LATEST ESTIMATED COST: SCHOOLS PLACES PROGRAMME 2015**

#### **Purpose of the Report**

1. The purpose of this report is to seek approval of the latest estimated cost for the above programme.

#### **Information and Advice**

##### **Project details**

2. There is a statutory provision placed on the County Council to annually identify and provide for any increases in required school places (previously known as Basic Need), throughout the County.
3. The strategy teams within Children, Families and Cultural Services (CFCS) complete this annual review through an area by area analysis and projection to evaluate which schools would best fulfil the requirements for the increase in intake numbers to accommodate any forecasted increase in pupil numbers.
4. As a result of this annual review a number of schools have been identified that meet the requirements set by the Department for Education (DfE) and would therefore be best suited to fulfil the schools' places increase through a mixture of space remodelling, classroom extensions and/or new classroom provision.
5. Feasibility studies have been carried out at the identified schools by Property, to identify the most cost effective provision, whilst ensuring that the proposals are compliant with current legislation, the latest Central Government guidance and good practice. The output is a specific construction proposal for each school.
6. These proposals if converted into actual projects would in the main be required for the commencement of the new school year in September 2015. The exception to this being at Flintham where the target is for completion by Christmas 2015, as this project is for the replacement of existing mobile classrooms that need to be removed to fall in with previous Planning Conditions and a requirement from Sport England. The identified schools by area are:

##### **Ashfield**

Butlers Hill Infant and Nursery School, Hucknall, NG15 6AJ

Hillocks Primary and Nursery School, Sutton-in-Ashfield, NG17 4ND

Jeffries Primary and Nursery School, NG17 8EE

**Bassetlaw**

Sir Edmund Hillary Primary and Nursery, Worksop, S81 0AN

**Broxtowe**

Brookhill Leys Primary School, Eastwood, NG16 3HB

College House Junior School, Chilwell, NG9 4BB

Hollywell Primary School, Kimberley, NG16 2JL

**Gedling**

Central infant and Nursery School, Carlton, NG4 1QS

Lambley Primary School, Lambley, NG4 4QF

Manor Park Infant and Nursery School, Calverton, NG14 6JZ

Pinewood Infant and Nursery School, Arnold, NG5 8BU

Robert Mellors Primary and Nursery School, Arnold, NG5 7EX

Stanhope Primary and Nursery School, Gedling, NG4 4HW

**Mansfield**

Farmilo Primary School, Pleasley, NG19 7RS

Heatherley Primary School, Forest Town, NG19 0PY

**Newark and Sherwood**

Coddington C of E Primary and Nursery, Coddington, NG24 2QA

**Rushcliffe**

Edwalton Primary School, Edwalton, NG12 4AS

Flintham Primary School, Flintham, NG23 5LF

St Peter's (Ruddington) C of E Junior School, Ruddington, NG11 6GB

7. The expansion of the Costock C of E Primary School within Rushcliffe, though a part of this programme of work, has been the subject of a separate LEC report at the February 2015 committee meeting as this project had an earlier required completion date.
8. There are a number of other projects that may be submitted to this committee in the following months, as at the moment the proposals are not yet sufficiently advanced with the Headteacher's and/or Governors of the respective schools for the feasibility projects to be complete.
9. The programme of works comprising the individual construction projects will be managed using best practice project management methodology (Prince 2) including project reviews with key stakeholders and sign-off at key milestones in accordance with the Gateway Review standards. The overall delivery will be monitored and managed by the Schools' Capital Programme Executive Group that will ratify all decisions on Scope, Cost and Timescale.
10. The construction elements for the proposed schemes will be built using a number of delivery platforms and will be, wherever possible, based on a modular solution whereby the classroom block is prepared within a factory and then erected on site. This is to reduce both cost and the on-site element of the works in an effort to minimise disruption to the individual school and follows on from the successful use



of this method of procurement and construction for the 2013 and 2014 programmes.

11. A number of the projects are also subject to planning application approval and approval via Children and Young People's committee for "Schools requiring expansion by 25% or more pupil places."
12. It is anticipated that three delivery solutions will be utilised, and that building works will start on site from April 2015 and be completed (with the exceptions of Flintham, Stanhope and College House) by September 2015:
  - for those schools requiring internal modification only, then the NCC Property Operations team will carry out the necessary works.
  - for the more complex projects whereby the works required involve a modular solution along with additions to and/or alterations to existing buildings or are within a complex site environment then a mixture of NCC property operations and the EMPA (East Midlands Property Alliance) framework contractors will be used (Robert Woodhead's, G.F. Tomlinson and Ashe Partnerships).
13. The latest estimated cost of the building works are set out below and the fees shown are for all professions involved in the project.
14. The professions involved in this project are:-
  - Architect
  - Mechanical Engineer
  - Electrical Engineer
  - Quantity Surveyor
  - Structural Engineer
  - CDM Co-ordinator
  - Project Manager

### **Capital budget implications**

15. This project is being funded as follows:

	£
Capital Allocation	7,525,562
Section 106 Contributions	101,360
Total	<u>7,626,922</u>
16. The business case has been submitted to the Corporate Asset Management Group and has been approved for submission. These projects were included within the budget proposals presented to full Council in February 2014.
17. The latest estimated costs are as follows:

Please note that Professional fees include all feasibility costs including site surveys and associated statutory fees, as well as Property Departmental fees.

Latest Estimated Cost  
(Outturn Prices)

	£
Building Works	6,417,090
Professional fees	1,025,984
Furniture and Equipment	183,848
Total	7,626,922

Individual project detail: £

**Ashfield**

Butlers Hill Infant and Nursery School	608,000
Hillocks Primary and Nursery School	201,000
Jeffries Primary and Nursery School	338,000

**Bassetlaw**

Sir Edmund Hillary Primary and Nursery	282,000
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**Broxtowe**

Brookhill Leys Primary School	101,360
College House Junior School	795,720
Hollywell Primary School	234,000

**Gedling**

Central infant and Nursery School	338,000
Lambley Primary School, Lambley	385,000
Manor Park Infant and Nursery School	338,000
Pinewood Infant and Nursery School	347,000
Robert Mellors Primary and Nursery School	395,000
Stanhope Primary and Nursery School	712,210

**Mansfield**

Farmilo Primary School	485,000
Heatherley Primary School	1,077,000

**Newark and Sherwood**

Coddington C of E Primary and Nursery	22,500
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**Rushcliffe**

Edwalton Primary School	252,000
Flintham Primary School	659,000
St Peter's (Ruddington) C of E Junior School	56,132

### Anticipated cash flow

	2014/15 £	2015/16 £	2016/17 £	Total £
Building Works	80,000	5,337,090	1,000,000	6,417,090
Professional Fees	320,000	605,984	100,000	1,025,984
Furniture & Equipment	0	162,848	21,000	183,848
Totals	400,000	6,105,922	1,121,000	7,626,922

### Revenue budget implications

18. Any additional premises and human resources costs arising from these proposals will be met from the individual school's budget.

### Other Options Considered

19. Whilst surrounding schools were considered, the projects listed represent the optimum solutions to the need for school places in each particular area.
20. Committee should note that a review of the School's Places requirement for 2016 and onwards is currently underway under the auspices of the Children & Young People's Committee. Once this has been approved it will be brought to this Committee to secure funding approval. This is expected in the early part of 2016.

### Reason/s for Recommendation/s

21. Local authorities have a statutory duty to ensure sufficient school places are available for every child in the local area that needs one.

### Statutory and Policy Implications

22. This report has been compiled after consideration of implications in respect of crime and disorder, finance, human resources, human rights, the NHS Constitution (Public Health only), the public sector equality duty, safeguarding of children and vulnerable adults, service users, sustainability and the environment and ways of working and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required.

### Implications for Service Users

23. The upgraded buildings and facilities will provide the extra requirements for the pupil numbers to be increased.

## **Financial Implications**

24. These are set out in the report.

## **Equalities Implications**

25. In accordance with County Council policy the design of the buildings will incorporate access and facilities for people with disabilities.

## **Crime and Disorder Implications**

26. The proposed sites are within existing school security boundaries and as such are relatively straightforward to secure. As a result, risk of crime from theft or vandalism will be minimised. Additional measures which will be considered to further minimise risk of crime will include the provision of overnight security systems during the construction period.
27. Consultation with local residents and other interested parties will be undertaken as part of the planning process and this should effectively negate risk of disruption through protest or the like.

## **Implications for Sustainability and the Environment**

28. Environmental and Sustainability requirements will be incorporated into the detailed design process for each of the individual buildings.

## **RECOMMENDATION/S**

- 1) That the latest estimated cost report for the building works programme as set out in the report be approved.

**Jas Hundal**

**Service Director – Transport, Property & Environment**

**For any enquiries about this report please contact: Chris Higginson on Tel: 0115 9772490**

## **Constitutional Comments (SOM 23.02.2015)**

29. The recommendation falls within the remit of the Finance and Property Committee by virtue of its terms of reference.

## **Financial Comments (GB 11.03.2015)**

30. Funding for the School Places Programme 2015 is approved within the County Council's capital programme.

## **Background Papers**

None.

## **Electoral Division(s) and Member(s) Affected**

31. Ward(s): Hucknall  
Sutton in Ashfield East  
Kirkby in Ashfield North  
Worksop East  
Chilwell and Toton  
Eastwood  
Kimberley and Trowell  
Arnold North  
Calverton  
Carlton West  
Mansfield East  
Mansfield West  
Collingham  
Radcliffe on Trent  
Ruddington  
West Bridgford Central and South

Member(s): Councillor Alice Grice  
Councillor John Wilkinson  
Councillor John Wilmott  
Councillor Steve Carroll  
Councillor John Knight  
Councillor Glyn Gilfoyle  
Councillor Dr John Doddy  
Councillor Richard Jackson  
Councillor Keith Longdon  
Councillor Ken Rigby  
Councillor Pauline Allen  
Councillor Michael Payne  
Councillor Boyd Elliott  
Councillor Jim Creamer  
Councillor Darrell Pulk  
Councillor Alan Bell  
Councillor Colleen Harwood  
Councillor Darren Langton  
Councillor Diana Meale  
Councillor Maureen Dobson  
Councillor Kay Cutts MBE  
Councillor Reg Adair  
Councillor Steve Calvert  
Councillor Liz Plant



**23 March 2015****Agenda Item:10****REPORT OF CORPORATE DIRECTOR, POLICY, PLANNING AND  
CORPORATE SERVICES****WORK PROGRAMME****Purpose of the Report**

1. To consider the Committee's work programme for 2015.

**Information and Advice**

2. The County Council requires each committee to maintain a work programme. The work programme will assist the management of the committee's agenda, the scheduling of the committee's business and forward planning. The work programme will be updated and reviewed at each pre-agenda meeting and committee meeting. Any member of the committee is able to suggest items for possible inclusion.
3. The attached work programme has been drafted in consultation with the Chair and Vice-Chair, and includes items which can be anticipated at the present time. Other items will be added to the programme as they are identified.
4. As part of the transparency introduced by the revised committee arrangements from 2012, committees are expected to review day to day operational decisions made by officers using their delegated powers. It is anticipated that the committee will wish to commission periodic reports on such decisions. The committee is therefore requested to identify activities on which it would like to receive reports for inclusion in the work programme.

**Other Options Considered**

5. None.

**Reason/s for Recommendation/s**

6. To assist the committee in preparing its work programme.

## **Statutory and Policy Implications**

7. This report has been compiled after consideration of implications in respect of crime and disorder, finance, human resources, human rights, the NHS Constitution (Public Health only), the public sector equality duty, safeguarding of children and vulnerable adults, service users, sustainability and the environment and ways of working and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required

## **RECOMMENDATION/S**

- 1) That the committee's work programme be noted, and consideration be given to any changes which the committee wishes to make.

**Jayne Francis-Ward**  
**Corporate Director, Policy, Planning and Corporate Services**

**For any enquiries about this report please contact: Pete Barker, x 74416**

## **Constitutional Comments (HD)**

1. The Committee has authority to consider the matters set out in this report by virtue of its terms of reference.

## **Financial Comments (NS)**

2. There are no direct financial implications arising from the contents of this report. Any future reports to Committee on operational activities and officer working groups, will contain relevant financial information and comments.

## **Background Papers**

None.

## **Electoral Division(s) and Member(s) Affected**

All



## **FINANCE & PROPERTY COMMITTEE - WORK PROGRAMME**

<b><u>Report Title</u></b>	<b><u>Brief summary of agenda item</u></b>	<b><u>For Decision or Information ?</u></b>	<b><u>Lead Officer</u></b>	<b><u>Report Author</u></b>
<b>27 April 2015</b>				
Monthly Budget & Capital Monitoring Report 2014/15	Budget Capital Monitoring, Capital Receipts, Capital Variations	Decision	Nigel Stevenson	Pauline Moore
Property Transactions	Various	Decision	Jas Hundal	Various
ICT Programmes and Performance	Update on projects and performance for Q3	Information	Ivor Nicholson	
<b>1 June 2015</b>				
Monthly Budget & Capital Monitoring Report 2014/15	Budget Capital Monitoring, Capital Receipts, Capital Variations	Decision	Nigel Stevenson	Pauline Moore
Property Transactions	Various	Decision	Jas Hundal	Various
ICT Programmes and Performance	Update on projects and performance for Q4	Information	Ivor Nicholson	
<b>29 June 2015</b>				
Monthly Budget & Capital Monitoring Report 2014/15	Budget Capital Monitoring, Capital Receipts, Capital Variations	Decision	Nigel Stevenson	Pauline Moore
Property Transactions	Various	Decision	Jas Hundal	Various
Councillors Division Fund	Quarterly report on Councillors Divisional Fund	Information	Jayne Francis-Ward	Paul Davies
<b>20 July 2015</b>				
Monthly Budget & Capital Monitoring Report 2014/15	Budget Capital Monitoring, Capital Receipts, Capital Variations	Decision	Nigel Stevenson	Pauline Moore
Property Transactions	Various	Decision	Jas Hundal	Various

