

POLICY COMMITTEE

6.30pm on Tuesday 23rd July 2019

Belle Vue Suite, Belle Vue Square, Broughton Road, Skipton

Committee Members: The Chairman (Councillor Foster) and Councillors Barrett, Brockbank, Heseltine, Ireton, Lis, Madeley, Morrell, Mulligan, Myers, Noland, Place, Rose, Welch and Wheeler.

Substitutes : Conservatives – Councillors Handley, Metcalfe and Moorby; Independents – Councillors Pighills, Shuttleworth and Solloway; Labour – Councillor Mercer; Green – Councillor Brown.

AGENDA

Exclusion of the Public – In accordance with the Council's Access to Information Procedure Rules, Members are recommended to exclude the public from the meeting during consideration of item \$11 on the grounds that it is likely that if Members were present there would be disclosure to them of exempt information as defined in Paragraph 3 (relates to the financial or business affairs of any person including the Authority holding that information) and/or Paragraph 1 (relates to an individual) of those Rules and Part 1 of Schedule 12A of the Local Government Act 1972 (as amended).

1. **Apologies for absence and substitutes**
2. **Confirmation of Minutes** – 18th June 2019.
3. **Public Participation** - In the event that any questions/statements are received or members of the public attend, the public participation session will proceed for a period of up to fifteen minutes.
4. **Declarations of Interest** – All Members are invited to declare at this point any interests they have in items appearing on this agenda, including the nature of those interests.

(Note: Declarations should be in the form of:

a “**disclosable pecuniary interest**” under Appendix A to the Council's Code of Conduct, or “**other interests**” under Appendix B or under Paragraph 15 where a matter arises at the meeting which relates to a financial interest of a friend, relative or close associate.

A Member of Council who has a disclosable pecuniary interest must leave the room and not take part in the discussion or vote. When declaring interests under Appendix B or Paragraph 15 of the Code, Members must move to the public seating area, not vote, and speak only if members of the public are also allowed to speak at the meeting.)

5. **Bradford District and Craven Strategic Partnering Agreement** – Report of the Chief Executive. Attached. (Nancy O’Neil and/or Helen Hirst from the CCG will be in attendance for this item.

Purpose of Report – To promote the transformation and better integration of health and care services for the population of Bradford District and Craven District
6. **Final Outturn Revenue Budget Monitoring Quarter 4 2018/2019** – Report of the Chief Finance Officer. Attached.

Purpose of Report – To advise Members of the revenue budget position of the Council, based on the quarter 4 review of income and expenditure to the end of March 2019.
7. **Treasury Management Outturn Report 2018/2019** – Report of the Chief Finance Officer. Attached.

Purpose of Report – To inform Members of the treasury activity undertaken in the year in the context of current and forecast economic climates.
8. **Bad Debt Write-Offs 2018/19** – Report of the Chief Finance Officer. Attached.

Purpose of Report – In accordance with Financial Procedure Rules, to report to Members details of total bad debts written off during the 2018/19 financial year.
9. **Collaboration Agreement with North Yorkshire County Council for the Provision of Support to Homeless People** – Report of the Director of Services. Attached.

Purpose of Report – To seek Member approval for the Council to enter into agreement with North Yorkshire County Council and the other 6 North Yorkshire District/Borough Councils to provide a housing authority led ‘in-house’ support service to homeless people. This service shall replace the existing externally commissioned provision currently provided by Horton Housing.

The report explains the background to this recommendation and sets out the legal, financial and staffing implications for the Council.
10. **Proposed Transfer of Allotments to Skipton Town Council** – Report of the Director of Services. Attached.

Purpose of Report – To seek approval for land at Aireville Park and Granville Street to be transferred to Skipton Town Council as allotment land under a 125 year lease (at a peppercorn rent).
11. **Leeds City Region Statement of Common Ground** – Report of the Strategic Manager for Planning and Regeneration. Attached.

Purpose of Report – To introduce the Leeds City Region Statement of Common Ground that meets our requirements under the National Planning Policy Framework.
12. **Disposal of Public Conveniences - Riverside Car Park, Burnsall** – Report of the Director of Services. Attached.

Purpose of Report – To seek approval for the disposal of the public conveniences at Riverside Car Park, Burnsall.
13. **Craven Spatial Planning Sub-Committee** – Minutes of the meeting held on 8th July 2019 are attached for information.

14. **Items for Confirmation** – The Committee is asked to indicate whether any of the above items should be referred to Council for confirmation.
15. **Any other items** which the Chairman decides are urgent in accordance with Section 100B(4) of the Local Government Act 1972.

Agenda Contact Officer: Vicky Davies, Committee Administrator
Tel: 01756 706486, Email: committees@cravendc.gov.uk
15 July 2019

If you would like this agenda or any of the reports listed in a way which is better for you, please telephone 01756 706494.

Recording at Council Meetings - Recording is allowed at Council, committee and sub-committee meetings which are open to the public, subject to:

- (i) the recording being conducted with the full knowledge of the Chairman of the meeting; and
- (ii) compliance with the Council's protocol on audio/visual recording and photography at meetings, a copy of which is available on request. Anyone wishing to record must contact the Agenda Contact Officer (details above) prior to the start of the meeting. Any recording must be conducted openly and not disrupt proceedings.

Emergency Evacuation Procedure - In case of an emergency or if the alarm sounds, leave the committee room and exit the building using the nearest available door. The assembly point is in the main square at the front entrance. An officer will take a roll call at that point. Please do not leave without telling the Chairman or the Democratic Services Section's representative.

POLICY COMMITTEE

18th June 2019

Present – The Chairman (Foster) and Councillors Barrett, Handley (substitute for Brockbank), Heseltine, Ireton, Lis, Morrell, Mulligan, Myers, Noland, Place, Rose, Solloway (substitute for Wheeler) and Welch.

Officers – Chief Executive, Director of Services, Chief Finance Officer (S151 Officer), Solicitor to the Council and Monitoring Officer, Environmental Services and Housing Manager and Senior Democratic Services Officer.

Apologies for absence were received from Councillors Brockbank and Wheeler.

Start: 6.30pm

Finish: 7:48pm

Councillor Heseltine left the meeting at 6.52pm

The minutes of the Policy Committee meeting held on 5th March 2019 were confirmed as a correct record and signed by the Chairman.

Nicola Chick – At the end of the meeting the Lead Member for Financial Resilience Councillor Mulligan paid tribute to Nicola Chick, the Council's Chief Finance Officer and S.151 office who was retiring from the Council. He thanked her for her dedication and her contribution had been invaluable. The Chairman and Members of the Committee endorsed Councillor Mulligan's comments and they wished Nicola well in her retirement.

Minutes for Report

POL.992

PERFORMANCE MONITORING REPORT – QUARTER 4
2018/19

The Chief Finance Officer submitted a report presenting the Council's performance monitoring report for quarter four 2018/19 in accordance with arrangements set out in the Council's Performance Management Framework.

Monitoring against the Council Plan showed that good progress had been made in implementing Council Plan actions with nine having been assessed as on target by those completing updates, some elements of five projects were behind schedule and one project was behind schedule.

Resolved – That, the progress and outcomes achieves are noted.

POL.993

BUSINESS RATES DISCRETIONARY RATE RELIEF :
MOBILE INFRASTRUCTURE

The Chief Finance Officer submitted a report updating Members on a proposal endorsed by Local Government North Yorkshire and York for a County wide scheme to offer discretionary rate relief for new mobile phone infrastructure in the District. Members were asked to decide whether the scheme should be included within Craven's Discretionary Business Rate Relief Policy.

The District suffered from disparities in coverage due in part to the the topography and geography, a lack of suitable infrastructure for enabling connectivity and a dispersed rural population. These issues contributed to reducing the commercial viability of mobile network operators making additional investment in the District.

The purpose of the scheme was to address the issue of commercial viability of new mobile infrastructure in rural areas such as Craven where large areas, predominantly to the north of the

District along its border with Richmondshire lacked any 4G coverage whereas the A65 corridor and the area surrounding Skipton benefitted from two or more operators.

Mandatory relief was already in existence for eligible 5G and fibre optic infrastructure and so this relief should encourage greater coverage of a 4G infrastructure to ensure the gap between rural and urban mobile coverage did not widen.

Resolved – (1) That, the in principle approval by Local Government North Yorkshire and York for a county wide discretionary rate relief policy for new mobile infrastructures is noted.

(2) That, the Discretionary Rate Relief Scheme for Mobile Infrastructure as presented in Appendix B to the report now submitted is approved and that the scheme is incorporated into the Council's Discretionary Rate Relief Policy to fund a maximum of three eligible applications for rate relief.

(3) That, the creation of a Mobile Infrastructure Discretionary Rate Relief Reserve to a maximum value of £126,000, funded from the Rates Equalisation Fund Reserve is approved.

POL.994

APPOINTMENT TO SUB-COMMITTEES AND PANELS

The Democratic Services Manager submitted a report asking Members to consider the appointment of Members to the Craven Spatial Planning Sub-Committee and the Craven Employees' Consultative Group.

Resolved – (1) That the Craven Spatial Planning Sub-Committee is re-appointed for 2019/20, with a membership of seven and three named substitutes, comprising the Deputy Leader of the Council, Councillor Myers, Councillors Barrett, Brockbank, Rose, Shuttleworth, Staveley and Sutcliffe. Substitutes: Councillors Madeley, Mulligan, Solloway.

(2) That the Craven Employees' Consultative Group is re-appointed for 2019/20, with a membership of five, comprising the Leader of the Council, Councillors, Brown, Madeley, Myers and Solloway.

Minutes for Decision

POL.995

CAPITAL PROGRAMME OUTTURN 2018/19

The Chief Finance Officer submitted a report informing Members of the outturn position of the Council's capital programme for 2018/19 and the sources of financing.

Members had been updated with quarterly monitoring reports throughout the year, the last of which showed the quarter three position at 31st December 2018 when total expenditure was forecast to be £2,084k. The final outturn was £3610k.

As part of the year end process, £3,863k had been identified for slippage into the 2019/20 programme. The majority of this slippage was in relation to the redevelopment of Skipton Town Hall and Museum. Other slipped projects included Skipton Canal Waterfront scheme, Ings Beck and Gallow Syke water management scheme and the Leeds-Liverpool Canal – improving connectivity in the Southern Dales.

RECOMMENDED – (1) That, the outturn position of the 2018/19 capital programme is noted.

(2) That, the financing of the 2018/19 capital programme is noted.

(3) That, £3,864,142 is carried forward for the continuation of 2018/19 projects in 2019/20.

POL.996

**BUSINESS RATES DISCRETIONARY RATE RELIEF – UPDATE
TO POLICY**

The Chief Finance Officer submitted a report introducing a refreshed and simplified Discretionary Business Rate Relief Policy which was last updated in 2007. Since then the Government had introduced many initiatives to help businesses and in order to reflect these, an updated over-arching policy had been produced. The policy clarified the powers available and who was responsible for implementing the new reliefs.

RECOMMENDED – That, the Discretionary Business Rate Relief Policy is adopted.

POL.997

EMPTY HOMES STRATEGY 2019 - 2024

The Director of Services submitted a report presenting a draft Empty Homes Strategy 2019-2024. The strategy set out the Council's aims and objectives in addressing and reducing the number of empty homes in the District. The strategy was supported by a revised procedure document that established a consistent and transparent approach to the application of powers of enforcement in respect of empty homes.

Empty homes represented a wasted housing resource as well as posing problems for local authorities, owners, neighbours, emergency services and the environment. They were often a blemish on the area and could be subject to vandalism and anti-social behaviour.

Craven had a significant need for additional market and affordable housing and excluding holiday homes, there were over 300 dwellings across the District which had been vacant for 6 months or more (80 empty for over 2 years) which could potentially be brought back into use.

The strategy focussed on internal process improvements and engaging in proactive working alongside empty home owners with a solution based approach as well as demonstrating a commitment to use enforcement powers if needed to ensure empty homes were returned to use.

Funding the scheme would be £200,000 made up of £160,000 for Compulsory Purchase, acquisition and ancillary costs related to an empty dwelling which would be recycled on the sale of that dwelling together with £40,000 to fund an Empty Homes Officer for an 18 months' pilot. Funding would be available from within the Council's Community Housing Fund allocation.

RECOMMENDED – (1) That, the Empty Homes Strategy 2019 – 2024 and associated documents for implementation and monitoring is approved.

(2) That, £200,000 of the Council's Community Led Housing Fund to resource option 3 as set out in paragraph 6 in the report now submitted, as the agreed option for resourcing the Empty Homes Strategy 2019-2024.

(3) That a report is brought back to this Committee in 18 months' time reviewing the progress made in relation to the strategy.

POL.998

**FOREST OF BOWLAND AREA OF OUTSTANDING NATURAL
BEAUTY MANAGEMENT PLAN 2019 - 2024**

The Strategic Manager for Planning and Regeneration submitted a report asking Members to agree to the adoption of the Forest of Bowland Area of Outstanding Natural Beauty Management Plan for the period 2019 – 2024. The area covers communities living within the parishes of Bentham, Clapam-cum-Newby, Austwick, Lawkland, Giggleswick, Rathmell and Wigglesworth.

The Forest of Bowland Area of Outstanding Natural Beauty (AONB) was managed by a statutory partnership of local authorities, landowners, farmers, voluntary organisations, parish councils, and Government agencies who worked to protect, conserve and enhance the natural and cultural heritage of the area.

A Joint Advisory Committee was responsible for strategic decision making and liaising with a wide range of interested organisations. Craven District Council was represented by Councillor Handley and Councillor Welch represented the County Council.

Following a period of formal consultation and taking into account the views of AONB partners and interested parties a draft Forest of Bowland AONB Management Plan 2019 – 2024 had been produced and Craven District Council along with other partner funding authorities and statutory agencies had been asked to give their final approval to the plan.

RECOMMENDED – That, the Forest of Bowland Area of Outstanding Natural Beauty Management Plan 2019 – 2024 is approved.

POL.999

DEVELOPING THE NATURAL AIRE PROJECT (DNAIRE)

The Strategic Manager for Planning and Regeneration submitted a report introducing the DNAire project which would improve the routes along the river Aire, improving the ecology of the area, reintroducing salmon to the river and developing new tourist assets. Members were also asked to approve funding to support the project's implementation. The return of Atlantic salmon would be enabled by building four fish passes to create a fish super highway from Leeds to Gargrave. This would open the way for salmon to migrate from the North Sea to Gargrave where they would spawn in the gravels. Ten 'Focus Points' would be created along the river connected by the Airedale Way along which people could follow the route of the migrating salmon. The Focus Points would be hubs for community engagement and the trails would boost visitor numbers into Craven bringing in income that would support the Craven hospitality and outdoor business sector.

The Council had developed an excellent relationship with the Environment Agency who had made a considerable investment in Skipton to alleviate flooding including the development of the Skipton Flood Alleviation Scheme and the implementation of the Growth Deal Scheme to protect businesses on Engine Shed Lane from flooding.

The Environment Agency had asked for a contribution of £150,000 towards the project and it was proposed to utilise £125,000 from the New Homes Bonus and £25,000 from the Leeds – Liverpool Canal Public Art and Interpretation Project as a match funding contribution.

RECOMMENDED – (1) That, the scope of the DNAire project and related blue green infrastructure along the river Aire corridor is noted.

(2) That, £125,000 is made available from the Council's New Homes Bonus Infrastructure Reserve to support the Developing the Natural Aire Project (DNAire) Project.

(3) That, a supplementary estimate of £125,000 is included in the Council's capital budget for 2020/21 to be funded from the New Homes Bonus Infrastructure Reserve.

(4) That, the Director of Services is given delegated authority to confirm the final agreement with the Environment Agency.

POL.1000

LEEDS – LIVERPOOL CANAL – STRATEGY FOR PUBLIC ART AND HERITAGE INTERPRETATION

The Strategic Manager for Planning and Regeneration submitted a report updating Members on the activity related to the improvement of the Leeds and Liverpool Canal corridor and presented proposals to enhance heritage and visitor interpretation along the canal.

The Council had worked jointly with the Canal and River Trust to develop and deliver improvements to accessibility along the canal towpath. Previous and planned activity was detailed in the report and Strategy attached to the report identified a planned coherent approach to delivering public art and

heritage interpretation along the Leeds and Liverpool Canal that would add value to the access improvements to land and water users in the Craven District.

As a result of the towpath improvement schemes and the Skipton Canal Waterfront project approximately £2.78m would be invested in infrastructure located to the canal in Craven by the end of 2019/20 with further investment anticipated in the missing sections such as the 3km stretch of towpath between Silsden to Kildwick. Craven District Council's investment to date was £225,000 and a further £100,000 from the New Homes Bonus Infrastructure Reserve was requested to support measures designed to enhance heritage and visitor interpretation along the canal.

RECOMMENDED – (1) That, progress with regard to the towpath improvement schemes in the District are noted.

(2) That, the proposal as detailed in the Strategy attached to the report now submitted, to deliver works to enhance heritage and visitor interpretation along the Leeds and Liverpool Canal in Craven is approved.

(3) That, subject to (2) above, delegated authority is given to the Director of Services, in consultation with the Lead Member for Enterprising Craven to confirm delivery of the final works and agree arrangements for future ownership and maintenance.

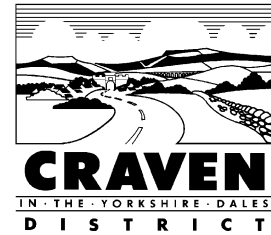
(4) That, subject to (2) above, £100,000 is made available from the Council's new Homes Bonus Infrastructure Reserve to support measures that are designed to enhance the heritage and visitor interpretation along the Leeds and Liverpool Canal corridor.

(5) That, subject to (4) above, a supplementary estimate of £100,000 is included in the Council's capital budget for 2020/21 to be funded from the New Homes Bonus Infrastructure Reserve.

Chairman

Policy Committee – 23 July 2019

BRADFORD DISTRICT AND CRAVEN STRATEGIC PARTNERING AGREEMENT



Report of the Chief Executive

Lead Member Councillor Richard Foster

Ward(s) affected: All

1. **Purpose of Report** – To promote the transformation and better integration of health and care services for the population of Bradford District and Craven District
2. **Recommendations** – Members are recommended to: authorise the Chief Executive to sign up to the Strategic Partnering Agreement (SPA) (included in full at Appendix A) on behalf of the Council)
3. **Background**
 - 3.1 The Council authorised and delegated power to the Chief Executive to sign the West Yorkshire and Harrogate Health and Care Partnership Memorandum of Understanding at the full Council meeting on October 9th 2018. The SPA, now ‘sets out the values, principles and shared ambition of the Parties in supporting work towards the transformation and better integration of health and care services for the people who live in Bradford District and Craven, and across West Yorkshire and Harrogate where applicable’.
 - 3.2 The shared vision for all the population served by the Bradford and Craven area is to be ‘happy and healthy at home’. To date the following organisations are signed up to the vision:
 - NHS Bradford district and Craven Clinical Commissioning Groups
 - Airedale NHS Foundation Trust
 - Bradford District Care NHS Foundation Trust
 - Bradford Teaching Hospitals NHS Foundation Trust
 - City of Bradford Metropolitan District Council
 - Local Care Direct
 - The voluntary and community sector (VCS), represented by Bradford VCS Alliance Limited
 - Federations of GP practices, including Modality Partnership, Wharfedale, Airedale and Craven Alliance and Bradford Care Alliance Community Interest Company
 - Bradford Care Association – federation of social care providers

The SPA is simply a commitment to work together to achieve this vision, both the District and County Councils work with the NHS to plan, commission and deliver services to improve health and wellbeing. The Councils are also responsible for exercising their formal powers to scrutinise NHS policy decisions. This remains unchanged by this agreement.

4. As stated in the earlier report to Council, Craven DC plays a very active role with the CCGs and the health system at various levels. The role of this council is very much focussed on the prevention of ill health, which is the direction being pursued by all parties. The Metropolitan Councils, Harrogate Borough Council and Craven District Council are the strategic housing authorities, providing statutory services around the prevention of homelessness, housing and affordable housing provision, and also deliver many other prevention and rehabilitation services. These include leisure providing weight management and exercise on prescription along with swimming sessions and exercise provision. Open spaces and the cultural and sports development services provided by Craven, including Aireville Park and events are well recognised in their positive impact on mental health; the museum and town hall have worked with Pioneer Projects on dementia related schemes and the Council is actively dementia friendly and contributing to the development of dementia friendly communities across the district; environmental health provides the housing standards role, food inspections and pollution control, all with clear links to prevention of ill health and of course economic development promotes the area in terms of attracting employers and better paid employment to the area. The crucial role of the districts in the field of prevention is being recognised in the health system.
5. The role of the Health and Wellbeing Board is not changed as a result of the SPA and indeed the SPA does not have any direct impact on partner agencies and each will retain their full statutory powers.
6. The SPA is already in effect and this agreement will expire on 31st March 2022, which may be extended by the parties for a further 3 years.. (Clause 4.1 and 4.2)
7. **Implications**
 - 7.1 **Financial and Value for Money (vfm) Implications** – There are no financial implications for Craven DC as a result of being a signatory to this SPA.
 - 7.2 **Legal Implications** – There are no legal implications arising from this report. The Strategic Partnering Agreement is not legally binding.
 - 7.3 **Contribution to Council Priorities** – Prevention services are embedded within the majority of the council's service delivery, including community resilience and the council's key contribution to housing, homelessness, economic development etc.
 - 7.4 **Risk Management** – No risks identified.
 - 7.5 **Equality Analysis** – No new assessment undertaken; see Appendix B, report to Council 9th October 2018.

8. **Consultations with Others** –Leader of the Council and Group Leaders.
9. **Access to Information : Background Documents** – Agenda item 8 - Council Meeting 9th October 2018 – West Yorkshire Health and Care Partnership Memorandum of Understanding.
10. **Author of the Report** – *Paul Shevlin Chief Executive – 01756706201: email: pshevlin@cravendc.gov.uk*
11. **Appendices** –
Appendix A – Strategic Partnering Agreement

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BRADFORD DISTRICT AND CRAVEN STRATEGIC PARTNERING AGREEMENT
V2.2

DATE

2019

- 1. NHS AIREDALE WHARFEDALE AND CRAVEN CLINICAL COMMISSIONING GROUP**
- 2. NHS BRADFORD CITY CLINICAL COMMISSIONING GROUP**
- 3. NHS BRADFORD DISTRICTS CLINICAL COMMISSIONING GROUP**
- 4. AIREDALE NHS FOUNDATION TRUST**
- 5. BRADFORD DISTRICT CARE NHS FOUNDATION TRUST**
- 6. BRADFORD TEACHING HOSPITALS NHS FOUNDATION TRUST**
- 7. CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL**
- 8. BRADFORD CARE ALLIANCE COMMUNITY INTEREST COMPANY**
- 9. BRADFORD VCS ALLIANCE LIMITED**
- 10. LOCAL CARE DIRECT**
- 11. MODALITY PARTNERSHIP**
- 12. WHARFEDALE, AIREDALE AND CRAVEN ALLIANCE**
- 13. BRADFORD CARE ASSOCIATION LIMITED**

STRATEGIC PARTNERING AGREEMENT

**FOR THE TRANSFORMATION AND BETTER INTEGRATION OF HEALTH AND CARE
SERVICES FOR THE POPULATION OF BRADFORD DISTRICT AND CRAVEN**

No	Date	Version Number	Author
V2	25/02/19	2	Design Group
V2.1	25/03/19	2-1	Design Group / HD
V2.2 - Signature	28/03/19	2-2	

BRADFORD DISTRICT AND CRAVEN STRATEGIC PARTNERING AGREEMENT

V2.2

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Date:**2019**

This Strategic Partnering Agreement (SPA) is made between:

1. **NHS BRADFORD CITY CLINICAL COMMISSIONING GROUP** of Douglas Mill, Bowling Old Lane, Bradford, BD5 7JR;
2. **NHS BRADFORD DISTRICTS CLINICAL COMMISSIONING GROUP** of Douglas Mill, Bowling Old Lane, Bradford, BD5 7JR;
3. **NHS AIREDALE, WHARFEDALE AND CRAVEN CLINICAL COMMISSIONING GROUP** of Millennium Business Park, Station Road, Steeton, Keighley BD20 6RB;
4. **BRADFORD CARE ALLIANCE COMMUNITY INTEREST COMPANY** of The Ridge Medical Centre, Cousen Road, Bradford, BD7 3JX;
5. **BRADFORD DISTRICT CARE NHS FOUNDATION TRUST** of New Mill, Victoria Road, Saltaire, West Yorkshire, BD18 3LD;
6. **AIREDALE NHS FOUNDATION TRUST** of Airedale General Hospital, Skipton Road, Steeton, Keighley BD20 6TD;
7. **BRADFORD TEACHING HOSPITALS NHS FOUNDATION TRUST** of Duckworth Ln, Bradford BD9 6RJ;
8. **CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL** of Bradford City Park, City Hall, Centenary Square, Bradford BD1 1HY;
9. **BRADFORD VCS ALLIANCE LIMITED** a company limited by guarantee (Registered Company number 10597133) whose registered office is Perkin House, Grattan Road, Bradford. BD1 2LU (“VCS”);
10. **LOCAL CARE DIRECT** of Sheridan Teal House, Unit 2 Longbow Close, Pennine Business Park, Bradley, Huddersfield HD2 1GQ;
11. **MODALITY PARTNERSHIP** of Orsborn House, 55 Terrace Road, Handsworth, Birmingham B19 1BP;
12. **WHARFEDALE, AIREDALE AND CRAVEN ALLIANCE** of Springs Lane, Ilkley LS29 8TH; and
13. **BRADFORD CARE ASSOCIATION LIMITED** (Registered Company number 11911880) of 68 Kirkgate, Shipley, England, BD18 3EL;

together referred to in this SPA as the “**Parties**”.

The CCGs and the Council (where acting as a commissioner and not a provider of social care and/or public health services) are together referred to in this SPA as the “**Commissioners**”.

The Bradford Providers and the Airedale Providers are together referred to in this SPA as the “**Providers**”.

RECITALS

1. The NHS Long Term Plan (LTP) published in January 2019 builds upon the Five Year Forward View (the “Forward View”) and sets out to tackle the pressures faced by the health service. It aims to accelerate the redesign of patient care to future-proof the NHS

for the decade ahead including the move to a new service model in which patients get more options, better support, and properly joined-up care at the right time in the optimal care setting. It also places a focus on taking action to strengthen the NHS contribution to prevention and health inequalities.

2. In entering into and performing their obligations under this SPA and (where applicable to the Party) under the West Yorkshire and Harrogate ICS Memorandum of Understanding, the Parties are working towards the implementation of the integrated care models highlighted in the Forward View and the LTP. In particular, this agreement sets out the values, principles and shared ambition of the Parties in supporting work towards the transformation and better integration of health and care services for the people who live in Bradford District and Craven, and across West Yorkshire and Harrogate where applicable.
3. The Commissioners are the statutory bodies responsible for planning, organising and buying social care and NHS-funded healthcare for people who live in Bradford District and Craven.
4. The Providers are providers of social care and NHS funded healthcare services to the population across Bradford District and Craven.
5. The Council has a role within this SPA as both a commissioner of social care services but also as a provider of social care services either through direct delivery or through various subcontracts. In its role as commissioner of social care services the Council shall be a Commissioner and its role as provider of social care services shall be a Provider. The Council recognises the need to ensure that any potential internal or external conflicts of interest are appropriately identified and managed.
6. The Parties acknowledge and confirm that this SPA will look to facilitate sustainable and better care, which is able to meet the needs of people living in Bradford District and Craven.
7. This SPA contains the operating framework that sets out how the Commissioners and the Providers will work together in a collaborative and integrated way for the delivery of health and care services in Bradford District and Craven. Under this SPA, the Parties will collaboratively agree and develop the Services in pursuit of the Vision and Objectives and in accordance with the Principles.
8. Specific new services and initiatives may be added by agreement and inserted into this SPA as required to further the collaborative work of the Parties.
9. This SPA has been drafted to work alongside:
 - (a) The Services Contracts between the Commissioners and the Providers for the

delivery of the Services;

- (b) the Section 75 Agreement entered into by the Commissioners on 1 April 2017 as a “Framework Partnership Agreement relating to the Commissioning of Health and Social Care services” under which they commission the services listed in the schedules to that agreement; and
- (c) the MoU(s) entered into by certain of the Providers for Bradford and Airedale under which they agree to work collaboratively in respect of the Services.

- 10. This SPA also replaces the Bradford Alliance Agreement entered into by certain of the Parties that expired on 31 March 2019 in accordance with its terms.
- 11. Through the SPA, the CCGs and the Council are looking to see an impact and potential benefit for patients in Bradford District and Craven through the collaborative working approach with the Providers.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this SPA, capitalised words and expressions shall have the meanings given to them in Schedule 1.
- 1.2 In this SPA, unless the context requires otherwise, the following rules of construction shall apply:
 - 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.2.2 a reference to a “Provider” or “Commissioner” includes its personal representatives, successors or permitted assigns;
 - 1.2.3 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - 1.2.4 any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
 - 1.2.5 documents in “**agreed form**” are documents in the form agreed by the Providers and initialled by them for identification and attached to this SPA; and
 - 1.2.6 a reference to writing or written includes faxes and e-mails.

2. STATUS AND PURPOSE OF THIS AGREEMENT

- 2.1 The Parties will together form a strategic partnership on the terms set out in this SPA in order to develop an improved operating framework for financial, governance and

contractual working to deliver better health outcomes for the population of Bradford District and Craven.

- 2.2 This SPA sets out the key terms that the Parties have agreed in how the Commissioners and Providers will work together in a collaborative and integrated way on a Best for Bradford District and Craven basis and the Services Contracts set out how the Parties provide Services to Bradford District and Craven. This SPA is not intended to conflict with or take precedence over the terms of the Services Contracts unless expressly agreed by the Parties.
- 2.3 The Parties agree that, notwithstanding the good faith consideration that each Party has afforded the terms set out in this SPA and save as provided in Clause 2.4 below, this SPA shall not be legally binding. The Parties enter into this SPA intending to honour all their obligations. Certain aspects of this SPA are not relevant to particular types of organisation due to their differing legal and statutory status. These are indicated in the table at Annex 1 to this SPA as may be amended from time to time.
- 2.4 Clauses 12 (Information Sharing and Conflicts of Interest), 17 (Liability), 20 (Assignment and Novation), 21 (Confidential Information), 22 (Freedom of Information), 23 (Intellectual Property), 28 (Counterparts) and 31 (Governing Law and Jurisdiction) shall come into force from the date hereof and shall give rise to legally binding commitments between the Parties.
- 2.5 Each of the Providers either have entered or will enter into individual Services Contracts (or where appropriate combined Services Contracts) with one or more of the Commissioners for Services. The Commissioners may also enter certain contracts with each other such as agreements for the pooling of funds or resources between the Commissioners. This SPA will be referred to in, supplement and work alongside these arrangements as the overarching operating framework across Bradford District and Craven.

3. ACTIONS TAKEN PRIOR TO AND POST THE COMMENCEMENT DATE

- 3.1 Each Party shall provide to each of the other Parties on or prior to the Commencement Date confirmation that it has approved entry into this SPA.

4. DURATION

- 4.1 This SPA shall take effect on the Commencement Date and will continue in full force and effect and will expire on 31 March 2022 (“**the Initial Term**”), unless and until terminated in accordance with the terms of this SPA.
- 4.2 The Parties may by agreement in writing extend the Initial Term of the SPA by a further additional period of up to three (3) years (the “**Extended Term**”).

SECTION A: VISION, OBJECTIVES AND PRINCIPLES

Whilst the terms of clauses 5, 6 and 7 are not legally binding the Parties all enter into this SPA intending to honour their obligations within them and to work towards the delivery of the vision and the objectives.

5. BRADFORD DISTRICT AND CRAVEN VISION

5.1 The Parties have agreed to work towards a common vision that:

- 5.1.1 People will be healthier, happier, and have access to high quality care that is clinically, operationally and financially stable.
- 5.1.2 People will take action, and be supported to stay healthy, well and independent through their whole life and will be supported by their families and communities through prevention and early intervention with greater focus on healthy lifestyle choices and self-care.
- 5.1.3 When people need access to care and support it will be available to them through a proactive and joined up health, social care and wellbeing service designed around their needs and as close to where they live as possible.

In short ... Happy, Healthy at Home

6. BRADFORD DISTRICT AND CRAVEN OBJECTIVES

6.1 The Objectives agreed by the Parties are to deliver improved population health through integrated health, care and support. The Parties have agreed to work together to achieve the following:

- 6.1.1 Deliver the Bradford District and Craven Health and Wellbeing Plan as set out at <http://bdp.bradford.gov.uk/our-strategies/health-and-wellbeing-strategies/> (sustainable services against a backdrop of increasing demand);
- 6.1.2 Achieve greater autonomy and control within Community Partnerships to develop and transform community based health, care and support services;
- 6.1.3 Share collective responsibility for the deployment and management of our resources to secure better outcomes for the population served; and
- 6.1.4 Develop population health management capabilities to:
 - (a) improve primary and secondary prevention;
 - (b) better target interventions; and
 - (c) Inform the planning and delivery of services.

6.2 The Parties acknowledge that there will be a need to make decisions together under the governance arrangements in this SPA in order to ensure effective working and they will work together and make collective decisions on a 'Best for Bradford District and Craven' basis to achieve these Objectives.

7. THE PRINCIPLES

- 7.1 These Principles underpin the delivery of the Parties obligations under this SPA and set out key factors for a successful relationship between the Parties.
- 7.2 The Parties acknowledge and confirm that the successful delivery of the operating framework will depend on their ability to effectively co-ordinate and combine their expertise, manpower and resources in order to deliver an integrated approach to the provision of services across the Commissioners and Providers.
- 7.3 The principles referred to in clause 7 are that the Parties will work together in good faith and, unless the provisions in this SPA state otherwise, the Parties will:
- 7.3.1 commit to behave consistently as leaders and colleagues in ways which model and promote shared values;
 - 7.3.2 act as leaders of and within our organisation, our health and care partnership[s] and our place (Bradford District and Craven);
 - 7.3.3 support each other and work collaboratively;
 - 7.3.4 act with honesty and integrity, and trust each other to do the same;
 - 7.3.5 challenge constructively when we need to;
 - 7.3.6 assume good intentions;
 - 7.3.7 implement shared priorities and decisions, holding each other mutually accountable for delivery;
 - 7.3.8 be ambitious for the people we serve and the staff we employ;
 - 7.3.9 understand that the Airedale, Wharfedale and Craven and the Bradford Health and Care Partnerships belong to our citizens and to commissioners and providers, councils and NHS so we will build constructive relationships with communities, groups and organisations to tackle the wide range of issues which have an impact on people's health and wellbeing;
 - 7.3.10 look to do the work once – duplication of systems, processes and work should be avoided as wasteful and potential source of conflict;
 - 7.3.11 undertake shared analysis of problems and issues as the basis of taking action; and
 - 7.3.12 apply subsidiarity principles in all that we do – with work taking place at the appropriate level and as near to local as possible.
- (these principles together with the Financial Principles (Schedule 6) and Workforce Principles (Schedule 7) are the “**Principles**”).

SECTION B: DELIVERY OF THE VISION AND OBJECTIVES

8. PROBLEM RESOLUTION AND ESCALATION

- 8.1 The Parties agree to adopt a systematic approach to problem resolution that recognises the Vision, Objectives and the Principles of the SPA set out in clauses 5, 6 and 7 above.
- 8.2 If a problem, issue, concern or complaint comes to the attention of a Party which relates to the Principles or any matter in this SPA and is appropriate for resolution between the Commissioners and the Providers such Party shall notify the other Parties and the Parties each acknowledge and confirm that they shall then seek to resolve the issue by a process of discussion.
- 8.3 If any Party considers an issue identified in accordance with Clause 8.2 to amount to a Dispute requiring resolution in accordance with Clause 18 (*Dispute Resolution Procedure*) and such issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Programme Board appropriate to the Services in question or if there is no relevant Programme Board to the relevant Health and Care Partnership (or the ICB if the Dispute affects more than one of the Health & Care Partnerships), which shall decide on the appropriate course of action to take.
- 8.4 Subject to Clause 18 (*Dispute Resolution Procedure*), if the matter referred to in Clause 8.3 above cannot be resolved by the Programme Board appropriate to the Service, within 15 Operational Days, the matter may be escalated to the relevant Health and Care Partnership (or the ICB if the Dispute affects more than one of the Health and Care Partnerships) for resolution.

9. OBLIGATIONS AND ROLES OF THE PARTIES

General obligations of the Parties and mutual accountability

- 9.1 Each of the Parties will co-operate in good faith with the others to facilitate the proper performance of this SPA and in particular will:
- 9.1.1 use all reasonable endeavours to avoid unnecessary disputes and claims against any other Party;
 - 9.1.2 not interfere with the rights of any other Party and its servants, agents, representatives, contractors or sub-contractors (of any tier) on its behalf in performing its obligations under this SPA nor in any other way hinder or prevent such other Party or its servants, agents, representatives, or sub-contractors (of any tier) on its behalf from performing those obligations; and
 - 9.1.3 subject to Clause 9.3, assist the other Parties (and their servants, agents, representatives, or sub-contractors (of any tier)) in performing those obligations so far as is reasonably practicable; and

- 9.1.4 not wilfully impede the other Parties in the performance of their obligations under this SPA (having regard always to the interactive nature of the activities of the Parties and the Services or any other of the Parties' statutory functions).
- 9.2 Each Party severally undertakes that it shall:
 - 9.2.1 work collaboratively with the other Parties in accordance with the Principles;
 - 9.2.2 focus on the delivery of key actions that have been agreed across the Parties in the ICB and HCPs and agreement on areas where they require support from the wider group of Parties to ensure the effective management of financial and delivery risk; and
 - 9.2.3 co-operate with the other Parties in providing a system wide approach and response to national regulatory bodies (including NHS England, NHS Improvement and the CQC) and the Integrated Care System for West Yorkshire and Harrogate from the Bradford District and Craven system through the Health and Care Partnerships and the ICB on regulatory issues which impact upon the Services or the ability of the Parties to deliver the Vision and Objectives.
- 9.3 Nothing in this Clause 9.1 shall:
 - 9.3.1 interfere with the Health and Wellbeing Boards (HWB) statutory role as the vehicle for joint local system leadership for health and care or other statutory roles of the Parties;
 - 9.3.2 interfere with the right of each Party to arrange its affairs in whatever manner it considers fit in order to perform its obligations under this SPA in the manner in which it considers to be the most effective and efficient; or
 - 9.3.3 oblige any Party to incur any additional cost or expense or suffer any loss in excess of that required by its proper performance of its obligations under this SPA.

Commissioners' obligations and role

- 9.4 The Commissioners will:
 - 9.4.1 help to establish and manage an environment that encourages collaboration between the Providers where permissible;
 - 9.4.2 provide clarity on the resources available for Bradford District and Craven from their organisations clearly articulating health and care outcomes, performance standards, scope of services and technical requirements for the Providers;
 - 9.4.3 support the Providers in developing links to other relevant services;

- 9.4.4 provide skilled resources for commissioning of the Services (i.e. including relevant know-how); comply with all of their statutory duties; and
- 9.4.5 seek to commission the Services in an integrated, effective and streamlined way leading performance development and culture change and encompassing:
 - (i) operational performance;
 - (ii) quality and outcomes; and
 - (iii) service transformation, population health management.
- 9.5 The Providers will:
 - 9.5.1 act collaboratively and in good faith with each other in accordance with Guidance, National Standards and the Law to ensure the performance of the Services in having at all times regard to the welfare of service users; and
 - 9.5.2 co-operate fully and liaise appropriately with each other in order to ensure a co-ordinated approach to promoting the quality of care across the Services and so as to achieve continuity in the provision of the Services that avoids inconvenience to, or risk to the health and safety of employees of the Providers or service users; and
 - 9.5.3 through high performance, unlock and generate enhanced innovation and better outcomes and value for Bradford District and Craven.
- 9.6 Each Provider acknowledges and confirms that:
 - 9.6.1 it remains responsible for performing its obligations and functions for delivery of the Services to the Commissioners in accordance with its Services Contracts; and
 - 9.6.2 it will be separately and solely liable to the Commissioners for the provision of the elements of the Services where these come under its own Services Contracts.

SECTION C: GOVERNANCE ARRANGEMENTS

10. GOVERNANCE

- 10.1 The governance structure for this SPA in Bradford District and Craven will consist of:
 - 10.1.1 the ICB;
 - 10.1.2 the Airedale Wharfedale and Craven Health and Care Partnership and the Bradford and District Health and Care Partnership (together the “**Health and Care Partnerships**”); and
 - 10.1.3 the Programme Boards.

Integration and Change Board (ICB)

- 10.2 The ICB shall not be a committee of any Party or any combination of Parties and will operate as a collaborative forum.
- 10.3 The ICB is the group responsible for leading the Parties' collaborative approach to the Services and working in accordance with the Principles across the Bradford District and Craven system. The ICB will report to the Health and Wellbeing Boards for Bradford District and Craven as well as the Overview and Scrutiny Committees of the Council. It will hold the Health and Care Partnerships to account. It will have other responsibilities as defined in its terms of reference set out in Part 1 of Schedule 2 (Integration and Change Board – Terms of Reference).

Health and Care Partnerships

- 10.4 The Health and Care Partnerships will be responsible for managing the Parties input into the Services and the delivery of the Objectives. The Health and Care Partnerships shall not be a committee of any Party or any combination of Parties and will operate as a collaborative forum.
- 10.5 The terms of reference for the Health and Care Partnerships shall be as set out in Part 2 of Schedule 2 (Health and Care Partnerships – Terms of Reference).

Programme Boards

- 10.6 The Programme Boards are the groups responsible for managing the collaborative operation of the Parties and the delivery of the Services. The Programme Boards will act in accordance with their Terms of Reference that are to be agreed on a programme-by-programme basis in respect of each Programme to be adopted under the SPA and must:
- 10.6.1 recommend to the ICB and the Health and Care Partnerships for their approval or rejection as to how the Services should be delivered in a more integrated way for Bradford District and Craven (subject always to the terms of the Services Contracts and the formal decisions of the relevant Parties); and
- 10.6.2 provide clinical and professional leadership with regard to the Services.
- 10.7 The Parties must each ensure that the relevant representatives (or their appointed deputy) attend all of the meetings of the governance groups set out in Clause 10.1 above respectively and participate fully and exercise their voting rights on a Best for Bradford District and Craven basis and in accordance with the Vision, Objectives and Principles.

Community Partnerships

- 10.8 The Parties will develop the role of the Community Partnerships within the partnership and governance arrangements for the SPA having regard to the LTP and the development of Primary Care Networks.

11. RESERVED POWERS

- 11.1 The Parties agree and acknowledge that nothing in this SPA shall operate as to require them to make any decision or act in anyway which shall place any Party in breach of:

11.1.1 Law;

11.1.2 any specific Department of Health and Social Care policies;

11.1.3 in the case of the Council, the Council Constitution;

11.1.4 in the case of the CCGs, the CCG Constitution;

11.1.5 any requirement upon the Commissioners to undertake and have regard to the results of public consultation; or

11.1.6 in the case of a Provider any terms of its provider licence from NHS Improvement, its registration with the CQC or to breach any legislative requirements including the NHS Act 2006 (as amended); or

11.1.7 any term of a non-NHS parties legal constitution or other legally binding agreement or governance document of which specific written notice has been given to the Parties prior to the date of this SPA,

and neither the ICB or Health and Care Partnerships will make a final recommendation which requires any Party to act as such.

12. INFORMATION SHARING AND CONFLICTS OF INTEREST

- 12.1 Subject to compliance with Law (including without limitation Competition Law) and contractual obligations of confidentiality the Parties agree to share all information relevant to the provision of the Services in an honest, open and timely manner.

- 12.2 The Parties will:

12.2.1 disclose to each other the full particulars of any real or apparent conflict of interest which arises or may arise in connection with this SPA or the performance of the Services, immediately upon becoming aware of the conflict of interest whether that conflict concerns the Party or any person employed or retained by them for or in connection with the performance of the Services;

12.2.2 not allow themselves to be placed in a position of conflict of interest or duty in regard to any of their rights or obligations under this SPA (without the prior

consent of the other parties) before they participate in any decision in respect of that matter; and

12.2.3 use best endeavours to ensure that their representatives on the governance groupings for the operating framework also comply with the requirements of this Clause 12 when acting in connection with this SPA or the performance of the Services.

12.3 If there is:

12.3.1 any uncertainty or a lack of consensus between the Parties regarding the existence of a conflict of interest under Clause 12.2.1 or 12.2.2; or

12.3.2 any query or Dispute as to whether any Party is put in a position (or will be) of conflict under Clause 12.2.2,

which cannot be resolved with recourse to the protocol referred to in Clause 12.4.1, any Party may refer the matter for resolution under Clause 18 (Dispute Resolution Procedure).

12.4 In addition to this SPA, the Parties will seek to agree and append to this SPA the following additional documents to manage the relationships for confidentiality, conflicts of interest and sharing of information between themselves as may be required from time to time:

12.4.1 a protocol to manage conflicts of interest (both actual and perceived); and/or

12.4.2 a protocol to manage the sharing of information in accordance with competition law and GDPR requirements.

SECTION D: FINANCIAL AND WORKFORCE FRAMEWORK, LIABILITY, ADMISSION AND EXCLUSION

13. FINANCIAL PRINCIPLES

13.1 The Parties will act in accordance with the Financial Principles set out in Schedule 6 to this SPA to facilitate greater transparency and collaborative working to achieve the changes required to deliver financial sustainability for Bradford District and Craven.

13.2 Whilst the Parties will be paid in accordance with the mechanism set out in the Services Contracts in respect of their Services they also acknowledge that they are ready to work together, manage risk together, and support each other when required to deliver the changes required to achieve financial sustainability and live within the resources of Bradford District and Craven.

14. WORKFORCE PRINCIPLES

- 14.1 The Parties will act in accordance with the Workforce Principles set out in Schedule 7 to this SPA to maximise the collective resources of the Parties to achieve the changes required to deliver the Vision and Objectives for Bradford District and Craven.

15. EXCLUSION AND TERMINATION

- 15.1 Parties may be excluded on notice from this SPA and participation in the Health and Care Partnerships and ICB in the event of:

15.1.1 the termination of their Services Contract; or

15.1.2 an event of Insolvency affecting them.

- 15.2 Without affecting any other right or remedy available to it, any Party may exit this SPA on giving not less than 6 months' written notice to the ICB.

- 15.3 Any Party may also be excluded from the SPA and participation in the Health and Care Partnerships and ICB if the Party in question has materially breached the terms of this Agreement by a resolution passed at a meeting of the ICB of not less than 75% of the Parties voting at that meeting. The Party which is the subject of the resolution to remove it from SPA shall be entitled to make representations to the other Parties at the ICB meeting at which the resolution is being proposed prior to any vote being taken on such resolution.

Consequences of termination / exclusion / withdrawal

- 15.4 Where a Party is excluded from this SPA, or withdraws from it, the Parties agree to work together in good faith to agree necessary changes so that the SPA continues to operate effectively on a Best for Bradford District and Craven basis. Any departing Party (whether exiting or excluded) shall procure that all data and other material belonging to any other Party under this SPA shall be delivered back to the relevant Party, deleted or destroyed as soon as reasonably practicable and confirm to the remaining Party when this has been completed. The departing Party shall also on exit grant a new licence to the remaining Parties to continue to use any of its existing or new Intellectual Property under the terms of Clause 23 to the extent that it remains required for the sole purpose of the fulfilment of the remaining Parties obligations under this SPA.

16. INTRODUCING NEW PARTIES

- 16.1 Subject to complying with applicable Law, if appropriate to achieve the Objectives, the Parties at the ICB may agree to include additional parties who meet the admission criteria to this SPA as set out at Clause 16.2. If the ICB agree on such a course, the new parties will become parties to this SPA on such terms as the current Parties shall

jointly agree subject to referral to the Dispute Resolution Procedure in the event of any disagreement.

- 16.2 The admission criteria for a party to be considered for admission and participation under this SPA by the ICB shall be that they hold a contract for services to the population of Bradford District and Craven of a scale that the Parties consider enables them to assist in the delivery of the Vision and Objectives across the population.
- 16.3 The Parties intend that any organisation who is a party to this SPA (including themselves) shall commit to the Principles and the Objectives and ownership of the system success/failure as set out in this SPA.

17. LIABILITY

The Parties' respective responsibilities and liabilities in the event that things go wrong with the Services will be allocated under their respective Services Contracts and not this SPA.

18. DISPUTE RESOLUTION PROCEDURE

Subject to compliance with Clause 8, any Dispute will be resolved in accordance with the Dispute Resolution Procedure set out at Schedule 4.

SECTION E: GENERAL PROVISIONS

19. VARIATIONS

- 19.1 The provisions of Schedule 5 (Change Procedure) will apply.
- 19.2 Save as set out in Clause 20, any amendment, waiver or variation of this SPA will not be binding unless set out in writing, expressed to amend, waive or vary this SPA and signed by or on behalf of each of the Parties.

20. ASSIGNMENT AND NOVATION

Unless the Parties agree otherwise in writing, the Services Contracts are personal to those parties that have entered into those Services Contracts and none of the Parties will novate, assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of their rights and responsibilities under any Services Contract or this SPA.

21. CONFIDENTIAL INFORMATION

- 21.1 Each Party shall keep in strict confidence all Confidential Information it receives from another party to this SPA except to the extent that such Confidential Information is required by Law to be disclosed, is already in the public domain, or comes into the public domain otherwise than through an unauthorised disclosure by a Party to this SPA. Each Party shall use any Confidential Information received from another Party solely for the purpose of complying with its obligations under this SPA and the Vision

and Objectives in accordance with the Principles and for no other purpose. No Party shall use any Confidential Information received under this SPA for any other purpose including use for their own commercial gain in services outside of the Services or to inform any competitive bid for any elements of the Services without the express written permission of the disclosing Party.

- 21.2 To the extent that any Confidential Information is covered or protected by legal privilege, then disclosing such Confidential Information to any Party or otherwise permitting disclosure of such Confidential Information does not constitute a waiver of privilege or of any other rights that a Party may have in respect of such Confidential Information.
- 21.3 The Parties agree to procure, as far as is reasonably practicable, that the terms of this Clause 21 (*Confidential Information*) are observed by any of their respective successors, assigns or transferees of respective businesses or interests or any part thereof as if they had been party to this SPA and this Clause will survive the expiry or the termination of this SPA for a period of 5 years.
- 21.4 Nothing in this Clause 21 (*Confidential Information*) will affect any of the Parties' regulatory or statutory obligations, including but not limited to competition law.

22. FREEDOM OF INFORMATION

- 22.1 If any Party receives a request for information relating to this SPA or the Services under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, it shall (within not more than seven (7) days from receipt of the request) consult with the other Parties before responding to such request and, in particular, shall have due regard to any claim by any other Party to this SPA that the exemptions relating to commercial confidence and/or confidentiality apply to the information sought.

23. INTELLECTUAL PROPERTY

- 23.1 In order to meet the Vision and the Objectives each Party grants each of the other Parties a fully paid up non-exclusive licence to use its existing Intellectual Property related to the Services but only insofar as it is reasonably required for the sole purpose of the fulfilment of that Parties obligations under this SPA.

New Intellectual Property

- 23.2 If any Party creates any new Intellectual Property through the development of the Services between the Parties, the Party which creates the new Intellectual Property will grant to the other Parties a fully paid up non-exclusive licence to use the new Intellectual Property for the sole purpose of the fulfilment of that Party's obligations under this SPA.

24. NOTICES

- 24.1 Any notice or other communication given to a party under or in connection with this SPA shall be in writing, addressed to that Party at its principal place of business or such other address as that Party may have specified to the other Party in writing in accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery, commercial courier or fax.
- 24.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 24.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Operational Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one (1) Operational Day after transmission.

25. SEVERANCE

- 25.1 If any court or competent authority finds that any provision of the SPA (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the SPA shall not be affected.
- 25.2 If any invalid, unenforceable or illegal provision of the SPA would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

26. WAIVER

A waiver of any right or remedy under the SPA is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the SPA or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

27. NO PARTNERSHIP

Nothing in this SPA is intended to, or shall be deemed to, establish any partnership between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party except as expressly provided in this SPA.

28. COUNTERPARTS

This SPA may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this SPA, but all the counterparts shall together constitute the same agreement. The expression "counterpart" shall

BRADFORD DISTRICT AND CRAVEN STRATEGIC PARTNERING AGREEMENT

V2.2

include any executed copy of this SPA transmitted by fax or scanned into printable PDF, JPEG, or other agreed digital format and transmitted as an e-mail attachment. No counterpart shall be effective until each party has executed at least one counterpart.

29. THIRD PARTY RIGHTS

A person who is not a party to this SPA shall not have any rights under or in connection with it.

30. ENTIRE AGREEMENT

This SPA and the Services Contracts constitute the entire agreement between the Parties and supersedes all prior discussions, correspondence, negotiations, arrangements, representations, understandings or agreements between them, whether written or oral, relating to its subject matter.

31. GOVERNING LAW AND JURISDICTION

This SPA, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and where applicable, the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

This SPA for Bradford District and Craven has been entered into on the date stated at the beginning of it.

Signed by for and on behalf of NHS BRADFORD CITY CLINICAL COMMISSIONING GROUP
Signed by for and on behalf of NHS BRADFORD DISTRICTS CLINICAL COMMISSIONING GROUP
Signed by for and on behalf of NHS AIREDALE, WHARFEDALE AND CRAVEN CLINICAL COMMISSIONING GROUP
Signed by	

BRADFORD DISTRICT AND CRAVEN STRATEGIC PARTNERING AGREEMENT

V2.2

for and on behalf of BRADFORD CARE ALLIANCE COMMUNITY INTEREST COMPANY
Signed by for and on behalf of BRADFORD DISTRICT CARE NHS FOUNDATION TRUST
Signed by for and on behalf of AIREDALE NHS FOUNDATION TRUST
Signed by for and on behalf of BRADFORD TEACHING HOSPITALS NHS FOUNDATION TRUST
Signed by for and on behalf of CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL
Signed by for and on behalf of BRADFORD VCS ALLIANCE LIMITED

BRADFORD DISTRICT AND CRAVEN STRATEGIC PARTNERING AGREEMENT

V2.2

<p>Signed by</p> <p>for and on behalf of LOCAL CARE DIRECT</p>	<p>.....</p>
<p>Signed by</p> <p>for and on behalf of MODALITY PARTNERSHIP</p>	<p>.....</p>
<p>Signed by</p> <p>for and on behalf of WHARFEDALE, AIREDALE AND CRAVEN ALLIANCE</p>	<p>.....</p>
<p>Signed by</p> <p>for and on behalf of BRADFORD CARE ASSOCIATION LIMITED</p>	<p>.....</p>

SCHEDULE 1**Definitions and Interpretation**

- 1 The following words and phrases have the following meanings:

SPA	this agreement incorporating the Schedules
Airedale Providers	Airedale NHS Foundation Trust, Bradford District Care NHS Foundation Trust, Bradford VCS Alliance Limited, City of Bradford Metropolitan District Council (acting as a provider of care), Local Care Direct Limited, Modality Partnership, North Yorkshire County Council/Craven District Council (acting as a provider of care) and Wharfedale, Airedale and Craven Alliance (WACA)
Best for Bradford District and Craven	best for the achievement of the Vision and Objectives for Bradford District and Craven on the basis of the Principles
Bradford District and Craven	the geographical population group covered by the CCGs
Bradford Providers	Bradford Care Alliance Community Interest Company, Bradford District Care NHS Foundation Trust, Bradford Teaching Hospitals NHS Foundation Trust, Bradford VCS Alliance Ltd, Bradford Care Association Limited and City of Bradford Metropolitan Council (where acting as a provider of social care and/or public health services)
CCGs	NHS Airedale, Wharfedale and Craven CCG NHS Bradford City CCG and NHS Bradford Districts CCG

Change	any alteration of or variation to this SPA or any Services Contract including a Mandatory Change as set out in Schedule 5 (Change Procedure)
Confidential Information	all information which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this SPA
Council	City of Bradford Metropolitan Council (where acting as commissioners of social care and/or public health services)
Dispute	any dispute arising between two or more of the Parties in connection with this SPA or their respective rights and obligations under it
Dispute Resolution Procedure	the procedure set out in Schedule 4 for the resolution of disputes which are not capable of resolution under Clause 18
ICB	the Integration and Change Board as set out in Clause 10
Initial Term	the initial term of this SPA as set out in Clause 4.1
Intellectual Property	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill, rights in designs, rights in computer software, database rights, rights to use and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of,

	and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
Insolvency	<p>any of the following events or circumstances (as may be applicable to each Party):</p> <ul style="list-style-type: none"> a) where a Party suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123(1) of the Insolvency Act 1986; b) where a Party calls a meeting, gives a notice, passes a resolution or files a petition, or an order is made, in connection with the winding up of that Participant (save for the sole purpose of a solvent voluntary reconstruction or amalgamation); c) where a Party has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets; d) where a Party has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets; e) where a Party takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling

	<p>any of its debts; or</p> <p>f) where a Party has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security; or</p> <p>g) where a Party has any distress, execution or sequestration or other such process levied or enforced on any of its assets which is not discharged within 14 Business Days of it being levied;</p> <p>h) where a Party has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events listed above; and/or</p> <p>i) where a Party substantially or materially ceases to operate, is dissolved, or is de-authorised as an NHS trust or NHS foundation trust;</p> <p>j) where a Party is clinically and/or financially unsustainable as a result of any clinical or financial intervention or sanction by the regulator responsible for the independent regulation of NHS trusts OR NHS foundation trusts or the Secretary of State and which has a material adverse effect on the delivery of the Services;</p> <p>k) a trust special administrator is appointed over a Party under the National Health Service Act 2006 or a future analogous event occurs; or</p> <p>l) if a Party suffers any event analogous to the events set out in a) to k) of this definition in any</p>
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	jurisdiction in which it is incorporated or resident;
Law	<p>any applicable statute or proclamation or any delegated or subordinate legislation or regulation;</p> <p>any enforceable EU right within the meaning of section 2(1) European Communities Act 1972;</p> <p>any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;</p> <p>Guidance (as defined in the NHS Standard Contract);</p> <p>National Standards (as defined in the NHS Standard Contract); and</p> <p>any applicable code</p>
Mandatory Change	any Change in the scope of the Services which the Commissioners are required to implement by reason of a change in Law or applicable health or social care guidance, direction, standard or requirement to which the Commissioners have a duty to implement or follow
NHS Standard Contract	the NHS Standard Contract as published by NHS England from time to time
Operational Days	a day other than a Saturday, Sunday or bank holiday in England
Programme Boards	means the programme boards made up of Provider and Commissioner representatives, more particularly described at Clause 10 (Governance)
Section 75 Agreement	means the agreement entered into by the Commissioners on 1 April 2017 as a "Framework Partnership Agreement relating

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	to the Commissioning of Health and Social Care services” and any subsequent agreement entered into by the Commissioners under section 75 of the National Health Service Act 2006 to commission elements of the Services
Services	the services commissioned to be provided by the Providers by the Commissioners for Bradford District and Craven as set out in Schedule 3 (Services)
Services Contract	a contract entered into by one of the Commissioners and a Provider for the provision of elements of the Services as set out in Schedule 3, and references to a Services Contract include all or any one of those contracts as the context requires

SCHEDULE 2

Governance

Part 1: Integration and Change Board Terms of Reference

The Parties will negotiate and agree the form of the Terms of Reference for the Integration and Change Board and attach the agreed form into this Schedule 2 (Part 1).

Part 2 (1): Airedale Wharfedale and Craven Health and Care Partnership Board Terms of Reference

The Parties will negotiate and agree the form of the Terms of Reference for the Airedale Wharfedale and Craven Health and Care Partnership Board and attach the agreed form into this Schedule 2 (Part 2).

Part 2 (2): Bradford and District Health and Care Partnership Board Terms of Reference

The Parties will negotiate and agree the form of the Terms of Reference for the Bradford and District Health and Care Partnership Board and attach the agreed form into this Schedule 2 (Part 3).

SCHEDULE 3

Services

The Services that will be within the scope of the SPA will be:

- (1) all of the health and care services commissioned by the CCG Commissioners for Bradford District and Craven; and
- (2) any other services related to Bradford District and Craven that the Council agree to bring within the governance and operating framework of the SPA as set out below:

Description of service	Commissioner	Current Provider(s)

SCHEDULE 4

Dispute Resolution Procedure

1 Avoiding and Solving Disputes

- 1.1 The Parties commit to working cooperatively to identify and resolve issues to the Parties mutual satisfaction to avoid all forms of dispute or conflict in performing their obligations under this SPA. Accordingly, the Parties will look to collaborate and resolve differences under Clause 8 of the SPA prior to commencing this procedure.
- 1.2 The Parties believe that by focusing on their agreed Vision, Objectives and Principles they are reinforcing their commitment to avoiding disputes and conflicts arising out of or in connection with the provision of the Services to Bradford District and Craven.
- 1.3 The Parties shall promptly notify each other of any dispute or claim or any potential dispute or claim in relation to this SPA or the operation of the Services (each a '**Dispute**') when it arises.
- 1.4 In the first instance, the Programme Board(s) relevant to the particular Service area in dispute shall seek to resolve any Dispute to the mutual satisfaction of the Parties. If the Dispute cannot be resolved by the Programme Boards within 10 Business Days of the Dispute being referred to it, the Dispute shall be referred to the relevant Health and Care Partnership Board (or if the dispute covers all the CCGs populations to the ICB) for resolution.
- 1.5 The Health and Care Partnership Board (or ICB where relevant) shall deal proactively with any Dispute on a Best for Bradford District and Craven basis in accordance with this SPA so as to seek to reach a unanimous decision. If the Health and Care Partnership Board (or ICB where relevant) reaches a decision that resolves, or otherwise concludes a Dispute, it will advise the Parties of its decision by written notice. The parties agree that they will look to implement any unanimous decision of the Health and Care Partnership Board (or ICB where relevant) subject always to Clause 9.3 of the SPA.
- 1.6 The Parties agree that the Health and Care Partnership Board (or ICB where relevant), on a Best for Bradford District and Craven basis, may determine whatever action it believes is necessary including the following:

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- (a) If a Health and Care Partnership Board cannot resolve a Dispute, it may refer the dispute to the ICB to assist with resolving the Dispute; and
- (b) The ICB shall:
 - (i) be provided with any information it requests about the Dispute;
 - (ii) assist the Health and Care Partnership Board to work towards a consensus decision in respect of the Dispute;
 - (iii) regulate its own procedure and, subject to the terms of this SPA, the procedure of the Health and Care Partnership Board at such discussions;
 - (iv) determine the number of facilitated discussions, provided that there will be not less than three and not more than six facilitated discussions, which must take place within 20 Business Days of the referral; and
 - (v) have any costs and disbursements met by the Parties equally.
- (c) If the ICB cannot resolve the Dispute, the Dispute must be considered afresh in accordance with this Schedule 4 and only after such further consideration again fails to resolve the Dispute, the ICB may decide to:
 - (i) terminate this SPA; or
 - (ii) agree that the Dispute need not be resolved.

SCHEDULE 5

Change Procedure

1 Change

- 1.1 This Schedule 5 shall not apply to individual and minor changes to the Services that shall be identified and approved by the Programme Boards in accordance with the agreed Terms of Reference.
- 1.2 Save as otherwise specifically provided in this SPA, no Change will be binding on the Parties unless the requirements of this Change Procedure have been satisfied.
- 1.3 Any Party will be entitled to propose a Change at any time by issuing a Notice of Change to the relevant Health and Care Partnership Board (or ICB where relevant to both Health and Care Partnership Boards).
- 1.4 The Commissioners, when proposing a Change, will specify whether or not the proposed Change is a Mandatory Change. If the proposed Change is a Mandatory Change then it will be dealt with in accordance with paragraph 2 (Mandatory Change) below.
- 1.5 Any of the Parties may, at any time prior to the signature of the Change Approval Form by all Parties, withdraw a Notice of Change it served.
- 1.6 Each Notice of Change will provide in respect of the proposed Change information including, but not limited to:
 - (a) details of the proposed Change in sufficient detail to allow evaluation of the proposed Change;
 - (b) the reason for the proposed Change; and
 - (c) the critical dates, if any, for the implementation of the proposed Change.
- 1.7 The Health and Care Partnership Board (or ICB where relevant) will review the Notice of Change as soon as reasonably practicable after receipt and consider, on a Best for Bradford District and Craven basis, whether or not and to what extent a Change should be implemented.

- 1.8 The Health and Care Partnership Board (or ICB where relevant) will then notify the Programme Boards whether or not the proposed Change has been approved. The Programme Boards will be bound by the decision of the Health and Care Partnership Board (or ICB where relevant), in relation to the proposed Change and it will take the appropriate action to implement the Health and Care Partnership Board (or ICB where relevant) decision.

2 **Mandatory Changes**

- 2.1 The Commissioners will be entitled in their sole discretion to declare in the Notice of Change that a proposed Change is a Mandatory Change and the date from which the Mandatory Change will be effective.
- 2.2 Any Mandatory Change and the date from which the Commissioner states that the Mandatory Change is to be effective will be deemed to be approved by the Health and Care Partnership Board (or ICB where relevant), and the Programme Boards will give directions as to the implementation of such Mandatory Change in accordance with the relevant Notice of Change.
- 2.3 The Mandatory Change will be documented in accordance with paragraph 4 (Formalities) of this Schedule 5.
- 2.4 Subject always to paragraphs 2.1 to 2.3, the Programme Boards may agree to conduct an evaluation report in respect of a Mandatory Change.

3 **Effect of Change on Costs**

- 3.1 The Parties must all mitigate the effect, if any, which any Change will have on the costs which each of the Parties will incur in performing their respective obligations under this SPA or any Services Contract.
- 3.2 In the event of any Change which is made to reflect any change in Law, which is implemented at any time after the date of this SPA, then to the extent that there is any increase or decrease in the costs incurred by each Provider as a result of such change in Law, the Programme Boards shall consider and agree how such cost increase or decrease is best managed by the Parties and which Parties should bear the burden or receive the benefit of such changed costs. Where the increase or decrease may have

a significant impact on financial plans or activity then the issue may be escalated to the Health and Care Partnership Board (or ICB where relevant), to consider and resolve.

4 **Formalities**

- 4.1 A Change Approval Form, in a form approved by the ICB, will be raised by the Commissioner in relation to all Mandatory Changes and all Changes which are approved by the Health and Care Partnership Board (or ICB where relevant), and will stipulate the date from which it will, or in the case of a Change which is not a Mandatory Change, it is proposed that the Change will, be effective and will be signed by the Parties.
- 4.2 On receipt of the completed Change Approval Form, the Commissioner will raise and issue a formal amendment to any Services Contract affected.
- 4.3 The Parties will each take all necessary steps to implement any alterations to or variations of any Services Contract or any Change made in accordance with this Schedule 5.

SCHEDULE 6

Financial Principles

Financial and Risk Management Principles

1. The Parties will aim to live within their means, i.e. work in the model to the level of resources available to provide the Services.
2. The Parties will develop and shape the strategic capital and estates plans across *Bradford District and Craven*, maximising all possible funding sources and ensuring our plans support the delivery of the Vision and Objectives.
3. The Parties will ensure that they have the best information, data, and intelligence to inform the decisions that they take.

Key assumptions

4. A rigorous Quality Impact and Equality Impact Assessment process for both transformational and in-year changes should support all financial decisions.
5. Future financial investment should be a result of partnership oversight and agreement on commissioning intentions.
6. Whilst there will not be a detailed risk/reward mechanism in this SPA initially, the intent is for the Parties to develop a risk reward mechanism for adoption by FY 2020/21 in accordance with the Risk/reward mechanism set out below.
7. The Risk/reward mechanism will be based on the Parties' shared desire for payment and incentives to fairly reward effort and to drive the behaviours that the system requires in order to achieve the Objectives.

Risk/reward mechanism

8. The principles between the Parties which will underpin the development of the Risk Reward Mechanism are that:
 - transactional costs should be minimised;
 - there will be cost transparency between the parties (subject to compliance with competition law and the need to ensure non-disclosure of commercially sensitive information);
 - definitions of costs are agreed by all parties in advance;
 - value for money must be demonstrated ; and
 - no party shall derive unreasonable advantage or suffer unreasonable disadvantage.

NHS Finance principles

9. The Parties agree that:

- There is a need to agree and utilise one set of activity and finance data for the purposes of planning, managing transformational changes, and agreeing any risk reward mechanism;
- There is commitment to managing NHS expenditure in aggregate across the system, including joint management of stranded costs (focus on costs and expenditure, not tariff or funding);
- They will build on the way the West Yorkshire Association of Acute Trusts (WYAAT) Risk/gain share works as the basis for how they develop this for any local agreement;
- Implications of any changes resulting in a net NHS deficit will be considered a failure for all NHS parties;
- The financial focus for decision making will balance service delivery, quality and safety, and cost/expenditure rather than tariff or funding with the inevitable need to end PbR; and
- A transition mechanism process will be agreed to support the impact of transformative service changes. This may include approaches to managing and mitigating losses and gains, double running costs, and unintended financial consequences.

SCHEDULE 7

Workforce Principles

The workforce principles agreed by the Parties are:

1. Ensure we keep the person at the centre of everything we do; striving to ensure no decision is taken in isolation of the wider system and taking collective ownership of the key workforce challenges within the system as they present
2. Endeavour to embed an ethos of working for a system rather than an organisation by demonstrating these values in our everyday actions and behaviours through the development of a shared set of core competencies
3. Put difficult workforce issues on the table, with a high support and high challenge coaching approach to effecting change; surfacing the early warning signs of things not working by encouraging a learning and no blame culture
4. Working on the most appropriate footprints to strategically plan our collective workforce; securing the best people primarily, though not solely from, our local communities by taking a shared approach to promoting, attracting and recruiting the right people who are truly representative of those communities
5. Optimise the knowledge, experience, skills and strengths of our shared workforce by developing our people together and maximising our collective resources (eg apprenticeship levy) wherever possible
6. Involve the right people, at the right time to enable workforce transformation; enabling movement around the system to provide the right care and experience for our local people (e.g. streamlining our HR processes and ensuring transferability of statutory mandatory training requirements)
7. Develop our workforce in response to current and emerging local population needs; including equipping people for working across new and emerging care pathways, working with diversity and for the digital revolution
8. Create formal and informal opportunities for our leaders to develop together as system leaders; systematically using evidence based approaches
9. Take collective responsibility for proactively supporting the health and wellbeing of our workforce; retaining staff by being good employers and offering flexible working and career opportunities across the system
10. Work collectively to develop agreements to retain talent within the system; retraining people and supporting them to transition to new roles, in particular during times of organisational change (whilst recognising and working within employers statutory responsibilities)

Annex 1

Applicability of Strategic Partnering Agreement elements to the Parties

SPA Part	CCGs	NHS Providers	Councils	Other Providers ¹
Part A: Clauses 5-7 Vision, Objectives and Principles	X	x	x	x
Part B: Clauses 8,9 Delivery of the Vision and Objectives	X	x	x	x
Part C: Clauses 10-12 Governance Arrangements	X	x	x	x
Part D: Clauses 13-18 Financial and Workforce Framework, Liability, Admission and Exclusion	X	x	x	x
Part E: Clauses 19-31 General Provisions	X	x	x	x

¹ Other Providers are significant providers of services in Bradford District and Craven. They are categorised as 'Other Providers' because of their corporate status as non-statutory public bodies here.

Policy Committee – 23rd July 2019

FINAL OUTTURN REVENUE BUDGET MONITORING REPORT - QUARTER 4 2018/19



Report of the Chief Finance Officer (s151 officer)

Lead Member – Financial Resilience: Councillor Mulligan

Ward(s) affected: All

1. **Purpose of Report**

- 1.1 To advise members of the Revenue Budget position of the Council, based on the Quarter 4 review of income and expenditure to the end of March 2019.

2. **Recommendations**

- 2.1 Members to note the outturn revenue budget monitoring position as at 31 March 2019.
- 2.2 Members note the £37,780 of the savings achieved this year and identified as green in Appendix B and that these savings have been transferred to an earmarked reserve for support to the 2019/20 budget and beyond.
- 2.3 Members confirm a revenue budget carry forward of £53,782 for completion of revenue commitments in 2019/20. Identified in Appendix E.
- 2.4 Members approve the transfer of the balance of the revenue budget surplus to earmarked reserves. The allocations to be delegated to the Chief Finance Officer (S151 Officer).

3. **Background Information**

- 3.1 On 6th February 2018 the Council approved its Net Revenue Budget at £6,788.689 for 2018/19. This was subsequently increased by 2017/18 revenue budget slippage amounting to £21k and capital programme slippage of £621k.
- 3.2 The budget included:
- A contribution of £4k to Parishes to assist them with the impact of the localisation of council tax.

- A contribution of £98k from previous years Council Tax Collection Fund surpluses.
- A contribution of £20k to the Business Rates Collection Fund Deficits
- New Homes Bonus Grant of £513k
- Net Contributions from Earmarked Reserves of £431k
- A corporate contingency of £75k.

4. Quarter 4 Financial Performance – Revenue Budget

- 4.1 Based on the March budget monitoring exercise the Council's performance against budget is a forecasted underspend of £104k for the full financial year of which there is an overspend of £29k in service related costs and £133k underspend within Corporate costs. This includes increased investment income (£107k). Projected financial performance at the end of Q4 is summarised in Table 1 below and shown in detail at Appendix A. This includes an additional £38k from the Council's Income and Savings Plan shown at Appendix B.
- 4.2 The Budget Outturn is based upon the Statement of Accounts that is nearing the completion of the Audit Process and reflects known amendments as a result of the audit. The formal audited Statement of Accounts will be presented to the Audit and Governance Committee in July 2019. Should there be any further changes these will be presented in a Final Outturn Report in September.
- 4.3 Service Related Costs
- Services are showing a projected adverse variance of £29k, this includes the £38k identified green on the income and savings plan. Details of the variances are set out in Appendices A2 to A4.
- 4.4 Salaries and Wages – Salaries and Wages form a major expenditure for the Council, accounting for approximately 38% of Budgeted Revenue expenditure. Based on Quarter 4 performance, net forecasted underspends in staffing costs are £179k. This consists of salary cost underspends equal to £591k being offset by spending on Agency staff usage of £412k.
- 4.5 Over the last few years there has been increased agency and contract staff use, which has been required to fill some of the positions. The use of Agency staff is needed as a temporary measure to cover vacancies in the short term while recruitment takes place, provide additional resilience to services for a short period or for use on non permanent roles for specific projects. They are also used to bridge skills gaps of those not possessed in house. There are a number of recruitments taking place across services and this figure will be reviewed again in the final quarter of the year. The council carries a vacancy factor of £70k to be offset by such savings. Appendix C shows the detailed breakdown of the Services using Agency staff and in those service's salary costs.
- 4.6 Some of the Savings presented with the Salaries are attributed to the employment of Trainees or Modern Apprentices, fulfilling the substantive of a vacancy. The Council is currently part of the Modern Apprentice Scheme and

as such has access to Government funding to contribute towards the training of these staff members. There are currently 10 trainee or Modern Apprentice employees across Council Services, these include Planning, Finance, Information Services and The Business Support Service employs a Pool of Modern Apprentices that can be utilised by other departments. The employment of staff who are develop skills and knowledge as they contribute to the Service's team objectives, is essential to the succession planning of the Council.

4.7 Enterprising Craven:

- X Building Control Fee Income was £15k down on expected.
- ✓ Street Signs and GIS has had an increase in the income, £32k.
- X Development control and the Local Plan works have seen a significant overspend in the staffing and Agency costs.

4.8 Resilient Communities:

- ✓ Customer Services - £3k saving in Computer Charges,
- X The sporting event income was overbudgeted and has resulted in a adverse variance of £30k.
- ✓ Democratic Services - £20k reduction in supplies and service costs including £6.5k in ICT costs.
- X Election account - monies received in 17/18 that related to expenditure incurred in 16/17. There have also been some VAT adjustments incurred as a result of treatment of some of the invoices paid out of the accounts.
- X Shared Ownership Income not achieving target - due to delays in occupation
- ✓ Car parking income and Permit income £73k above predicted. Savings in supplies and services of £14k. However, ...
- X this is offset by increased NNDR costs, £34k, due to a removal of Transitional Rate Relief.
- X Domestic Waste Collection - Vehicle Hire costs £31k, increased vehicle costs £48k.
- ✓ Commercial Waste Service - £75k over achievement in fees and charges income.
- X Waste Management Service costs for the Temporary Operations manager and some cross over with the permanent staff member starting.
- ✓ Homelessness - £28k underspend in the Homelessness Strategy costs. Aireview House Income higher than expected due to occupancy levels being high, £10k; £16k operational underspend.
- X Housing Services overspends in External Services and Grant Expenditure.
- ✓ Economic Development - £34k underspent on Industrial Development as projects slow to start.
- X £84k overspend in Leisure Services; £28k in reduced income for the Leisure Centre and the Revive Café.
- ✓ Bereavement Services - £50k costs associated with the Cremator Replacement, that had to be charged to the Revenue account as didn't fulfil the criteria or Capital expenditure.

4.9 Financial Sustainability:

- ✓ Human Resources - £38K savings in external services (H&S provision being provided through a SLA with another authority). £7.2k saving in recruitment costs, £8.9k unutilised training budget.

- ✓ Financial Services - £11k savings external support services
- ✓ Corporate Service Costs - £100k reduction in the bad debts provision, as it was determined the provision need was less than forecast. £9k savings external audit, £15k under spend in miscellaneous. £37k insurance.

4.10 Corporate

At the end of the year Corporate Costs outside the Net Cost of Service are showing a favourable variance of £133k due mainly due to an increase in investment income.

4.11 Projected financial performance at the end of Q4 is summarised in Table 1 below....

4.12 **Table 1: Summary Of Q4 Forecasted Outturn Position As At 31 March 2019**

	Original Budget 2018/19 £	Revised Budget 2018/19 £	Draft Outturn 2018/19 £	(Under)/ Overspend 2018/19 £	%	Paragraph ref.
<u>Council Priority</u>						
Enterprising Craven	470,625	610,472	678,717	68,245	11.18%	4.7
Resilient Communities	1,825,786	1,922,861	1,993,228	70,367	3.66%	4.8
Financial Sustainability	3,420,247	3,448,087	3,338,252	(109,834)	3.19%	4.9
Total Service Related Costs per Priority	5,716,658	5,981,419	6,010,197	28,778		
<u>Corporate Costs</u>						
Investment Income	(92,820)	(92,820)	(199,869)	(107,049)	115.33%	4.10
Interest Payable	255,710	255,710	255,629	(81)	0.03%	
Minimum Revenue Provision	247,000	247,000	245,436	(1,564)	0.63%	4.10
Revenue Funding of Capital Programme	583,140	531,515	531,515	0		
Support To Parishes	4,000	4,000	4,000	0		
Corporate Contingency	75,000	24,529	0	(24,529)	100.00%	5.3
Contr. To / (From) Earmarked Reserves & Grants	(1,355,820)	(1,518,485)	(1,518,485)	0		
Total Revenue Budget 2018/19	5,432,868	5,432,868	5,328,423	(104,445)	1.92%	
To be met from CTax & Business Rates	(5,432,869)	(5,432,869)	(5,432,869)			
Forecasted (Surplus)/Deficit at Quarter 4 – 31st Mar 19	-	-	(104,445)	(104,445)		

4.13 Income & Savings Plan

The Council's financial pressures for its budgets will continue. The current estimate from the 2018/19 Long Term Financial Strategy (LTFS) is that, as a result of expected savings or estimated additional income in 2018/19, the 2019/20 budget will require savings of £278k. It predicts savings or income of £523k will be required for 2020/21 and £640k for 2021/22. However, there is a risk that this could increase. The Long Term Financial Strategy (LTFS) reflects this and forecasts by 2022/23 additional savings of £879k will be required.

4.14 Appendix B details the summary of the current Savings plan information at 31 March 2019. The target for 2018/19 was £300k. The projects that have been achieved are shown in the green savings and total £38k (£30k at Q3 have already been reflected in the 18/19 revised budget). These savings have been included in the 2019/20 Budget. Work is on-going to identify projects to balance future year's budgets beyond 2019/20. These will be added to the plan as they are confirmed as suitable, affordable and achievable.

4.15 Budget Slippage

As part of the year end process officer have identified some areas of revenue expenditure to which the Council is committed but which will not be completed until 2019/20. The 2019/20 budget does not contain sufficient resource to undertake these projects; therefore, budget slippage of £53,782 is required. The items requiring slippage are identified in Appendix E.

4.16 Main Risk Areas

The 2018/19 Revenue Budget Setting report highlighted the main risk areas to the Council as sustaining income levels in the current economic climate, and implementing the savings that have been built into the budget. These risks will continue in to 2019/20 and beyond. Further analysis of the risk areas which are varying is shown below.

4.17 Waste Collection:

The Original Budget for the Domestic Waste Collection was £708k. This has since been revised to £712k after the Q4 monitoring process. The forecasted outturn is £843k; this is an adverse variance of 18.46%. This is due to staff costs and a vehicle having to be sourced on a hire basis, until replacements can be arranged. The replacement due in Q1 of 2019/20.

4.18 Recycling – Disposal costs (incl. Garden Waste)

At the start of 2018/19 there was £426k allocated for the payment for processing the recycle commodities collected by the Council. The forecast outturn is £517k; this is an adverse variance of 21%. The associated Recycling Credit income was originally budgeted at £430k. The outturn, based on estimates, is £430k. The income amount is based on estimates from the Q3 data due to the delays in billing.

4.19 Planning Application Fees

The Original Budgeted income for planning fees was £419k. The Budget

Setting report indicated what the effects of adverse variances may be, up to 10%. The final outturn for the planning fee income was £412k, 2% below the target amount (6% ahead of target at Q3).

4.20 Skipton Town Hall

The original budget for Town Hall income was £149k. The current total forecast is £166k. With the closure of the Town Hall, it is important these income streams are monitored closely and also throughout 2019/20. The Budget Setting report listed this risk as a high impact and fortunately these income streams are currently forecasting overachievement of the target.

4.21 Income Streams

All income streams are monitored on a monthly basis. To mitigate the risk of under achievement of income cautious estimates were included within the 2018/19 budget. At the end of quarter 4 overall were £118k (1.8%) ahead target. Income streams were reviewed as part of the 2019/20 budget setting process and budgets adjusted based on the improved performance.

4.22 Budget monitoring clinics are held with budget holders on a quarterly basis.

4.23 Statistics showing performance against income and salary budgets are also presented to CLT on a monthly basis.

4.24 As part of the monitoring of income streams members requested a more detailed analysis of Car Parking Income. This information is attached as Appendix D.

4.25 Business Rates:

The Council continued its membership of the North Yorkshire Business Rates Pool in 2018/19.

4.26 The Council achieved a windfall surplus through the rates pool of £850k of which £440k is from our membership of the North Yorkshire Pool. It is assumed that any surpluses will be transferred into the Business Rates Reserve.

4.27 The Business Rates Contingency Reserve has a balance of £750k as at 1st April 2018. Utilisation of £100k in 2018/19 is budgeted for. As part of the year end allocation it is estimated £500k will be contributed. This gives a balance of £1,150k at 31st March 2019.

4.28 The business rates system is due to be reset as part of the Government's review of funding for Local Government and it is most unlikely that the Council will be allowed to keep this growth in income levels going forward. Therefore it is important that the Council continues to budget and manage its costs using the settlement figure rather than a higher amount.

5. Financial Position

5.1 The Council has a General Fund unallocated balance of £995k at 1 April 2018. This balance has remained during 2018/19.

- 5.2 The Council's policy was to maintain the General Fund Balance at a prudent level. This is essential in order to mitigate against the risk of unplanned movements from budgeted net expenditure levels and to cover for day to day cash flow variances. Moreover, a robust level of reserves will help the Council mitigate against the risks of ongoing funding cuts. For 2018/19 this level was agreed as adequate. The current LTFS has assumed balance will be maintained.
- 5.3 In 2018/19 £50k of the Contingency Budget was utilised. It was used to underwrite additional budget costs. There were additional staffing costs for the Waste Operations Manager and in the Revive Café. It was also required to support the Local Plan works, to fund the BID Levy costs, provide additional resource for Corporate training and also to mitigate the additional costs awarded due to back-pay with Waste management. There was also additional audit costs from 17/18.
- 5.4 The final allocations to the reserves are to be confirmed once the Audit of the Statement of Accounts has been completed. But the table below sets out the Reserves position as per the Draft Statement of Accounts. The Chief Financial Officer will allocate the balances to the appropriate Reserves and the balances confirmed to Members when they are available.

5.5 **Table 2: Earmarked Reserves**

Reserve	Opening Balance 01-Apr-18 £'000	Budgeted in Year Utilisation (1) £'000	In Year & Year End Contributio ns to/from £'000	Future Year Commitme nts approved but not yet utilised £'000	Available Balance 31 March 19 Onwards £'000
New Homes	2,192	(122)	325	(668)	1,727
Planning	475	-	(35)		440
Enabling Efficiencies	300	(19)	21		302
Vehicles	350	30	208		588
ICT	560	(127)	78	(127)	384
Buildings	360	3	401	(81)	683
Insurance	70	10	-		80
Business Rates Contingency	750	(100)	500		1,150
Future Year Budget Support	240	(99)	30		171
Contingency & Slippage	121	-	(21)		100
Elections Reserve	35	(7)	-		28
Partial Exemption Reserve	800	-	(200)		600
Other	89	-	-		89
Total Earmarked Reserves	6,342	(431)	1,307	(876)	6,342

6. Summary

- 6.1 The impact of the economy on the Council's income streams and their volatility is a risk to the Council and will need to be managed closely going forward. This is taken into account when setting the expected targets for income in the following year.
- 6.2 The General Fund Revenue Balance currently stands at £995k. This will assist in mitigating against the risk of unplanned movements from budgeted net expenditure levels, as well as the impact of changes in local government funding.
- 6.3 The Council had £6,342k in earmarked reserves at 1 April 2018. Budgeted in year contributions and utilisation of £(431)k, In year and yearend allocations of, £1,307k and commitment for future years use of £(876)k means a balance £6,342k.

7. Implications

7.1 Financial and Value for Money Implications

All financial implications are contained in the body of the report.

7.2 Legal implications

None as a direct result of this report. The Council set a balanced budget for 2018/19, and going forward it is a further requirement that the budget is balanced.

7.3 Contribution to Council Priorities

The delivery of a balanced and managed budget is critical to the well being of the Authority.

7.4 Risk Management

Failure to achieve a balanced budget in the financial year would have had serious consequences for the Council. The Council needs to develop plans to mitigate against the phased reduction of Revenue Support Grant to nil in 2019/20.

7.5 Equality Impact Assessment

The Council's Equality Impact Assessment Procedure **has been** followed. An Equality Impact Assessment **has not** been completed on the proposals as completion of **Stage 1- Initial Screening** of the Procedure identified that the proposed policy, strategy, procedure or function **does not have** the potential to cause negative impact or discriminate against different groups in the community based on •age • disability •gender • race/ethnicity • religion or religious belief (faith) •sexual orientation, or • rural isolation.

8. Consultations with Others

None

9. Access to Information : Background Documents

None

10. Author of the Report

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12. Appendices

Appendix A – Revenue Budget - analysis of projected outturn by Priority / Cost Centre Group.

Appendix B – Income and Savings Plan.

Appendix C – Agency usage and Salary provision.

Appendix D – Car Parking Income Performance

Appendix E – Revenue Budget Slippage

Summary Report

Appendix Reference	Council Priority	Original Budget 2018/19 £	Virements, Slippage & Supplementary Estimates 2018/19 £	Revised Budget 2018/19 £	Forecast Outturn 2018/19 £	(Under)/Overspend 2018/19 (+ve)/-ve £	% Variance	Comments
A2	Enterprising Craven	470,625	139,847	610,472	678,717	68,245	11.18%	
A3	Resilient Communities	1,825,786	97,075	1,922,861	1,993,228	70,367	3.66%	
A4	Financial Sustainability	3,420,247	27,840	3,448,087	3,338,252	(109,834)	3.19%	
Total Service Related Costs		5,716,658	264,761	5,981,419	6,010,197	28,778		

Corporate Costs

Investment Income	(92,820)	0	(92,820)	(199,869)	(107,049)	115.33%	
Interest Payable	255,710	0	255,710	255,629	(81)	0.03%	
Minimum Revenue Provision	247,000	0	247,000	245,436	(1,564)	0.63%	
Revenue Funding of Capital Programme	583,140	(51,625)	531,515	531,515	0	0.00%	
Support To Parishes	4,000	0	4,000	4,000	0	0.00%	
Corporate Contingency	75,000	(50,472)	24,529	0	(24,529)	100.00%	£5k to Corporate Training and £8k to fund BID Levy costs. £10k to Assist with Waste Manager costs and £2.5k to staffing with the Craven Revive Café. £15k towards the costs of the Local Plan. £13k additional HR costs due to Backpay owing and £5k for additional audit costs arising from 17/18.
Net Revenue Budget Before Contributions	6,788,688	162,665	6,951,353	6,846,908	(104,445)	1.50%	
Transfers to/from reserves, NHB & Grant	(1,355,820)	(162,665)	(1,518,485)	(1,518,485)	0	0.00%	
Total Revenue Budget 2017/18	5,432,868	(0)	5,432,868	5,328,423	(104,445)	1.92%	
Amount to met by C. Tax & Business Rates	(5,432,869)	0	(5,432,869)	(5,432,869)	0		

Description	Original Budget 2018/19	Virements, Slippage & Supplementary Estimates 2018/19 £	Revised Budget 2018/19 £	Forecast Outturn 2018/19 £	(Under)/Overspend 2018/19 (+ve)/-ve £	% Variance	Comments
Hackney Carriages	284	(7,725)	(7,441)	(14,564)	(7,123)	95.73%	Reduction in salaries due to staff leaving. These surpluses are before re-charges and overheads allocation.
Liquor Licencing	(28,812)	(3,724)	(32,536)	(49,296)	(16,760)	51.51%	Reduction in salaries due to staff leaving. These surpluses are before re-charges and overheads allocation.
Street Signs & GIS	51,514	0	51,514	19,926	(31,588)	61.32%	
Historic Buildings	3,000	0	3,000	7,057	4,057	135.23%	Increase in external services
Building Control - Non Fee Earning	37,612	0	37,612	36,946	(666)	1.77%	
Building Control - Fee Earning	(48,938)	7,263	(41,675)	(23,329)	18,346	44.02%	£15k reduction in income.
Local Plan	197,371	150,000	347,371	363,485	16,114	4.64%	
Local Land Charges	(83,888)	0	(83,888)	(101,286)	(17,398)	20.74%	
Development Control	94,832	(7,263)	87,569	191,594	104,025	118.79%	£99k overspend in agency staff only partially set off by a £51k saving in salaries & related
Total Cultural Services incl. Museum & Skipton TH	207,910	5,591	213,501	212,920	(581)	0.27%	Reduced operational cost of the building resulting from its closure for capital works
Total Arts Development	39,740	(4,295)	35,445	35,264	(181)	0.51%	
Total Enterprising Craven	470,625	139,847	610,472	678,717	68,245		

Resilient Communities

Appendix A 3

Description	Original Budget 2018/19	Virements, Slippage & Supplementary Estimates 2018/19 £	Revised Budget 2018/19 £	Forecast Outturn 2018/19 £	(Under)/Overspend 2018/19 (+ve)/-ve £	% Variance	Comments
Craven Crime Reduction + Safer Stronger Communities	39,348	0	39,348	37,163	(2,185)	5.55%	
Customer Services	286,409	(5,019)	281,390	261,340	(20,050)	7.13%	
Revenues & Benefits Services (Including Cost of Collection)	126,987	0	126,987	111,837	(15,150)	11.93%	£50k additional grant income. Savings in salaries and related due to a vacant post.
Partnerships & Communications and Sporting Events	164,650	(13,471)	151,179	179,642	28,463	18.83%	
Democratic Services	94,101	0	94,101	86,638	(7,463)	7.93%	
Democratic Representation	182,242	(440)	181,802	172,762	(9,040)	4.97%	
Elections	84,975	65,575	150,550	176,901	26,351	17.50%	Netting off of budget for salaries in Elections and Electoral registration
Electoral Registration	69,067	(16,022)	53,045	52,559	(486)	0.92%	See above
Shared Ownership Scheme	(38,100)	0	(38,100)	(152)	37,948	99.60%	
Joint Venture	0	0	0	78	78		
Car Parks	(1,188,817)	2,782	(1,186,035)	(1,234,798)	(48,763)	4.11%	
Public Conveniences	56,234	(10,790)	45,444	80,806	35,362	77.81%	Overspend due to maintenance
Amenity Areas/Aireville Park	106,102	0	106,102	110,398	4,296	4.05%	Sponsorship brought forward from previous financial year.
Private Garage Sites	(30,712)	0	(30,712)	(31,278)	(566)	1.84%	

Description	Original Budget 2018/19	Virements, Slippage & Supplementary Estimates 2018/19	Revised Budget 2018/19	Forecast Outturn 2018/19	(Under)/Over spend 2018/19 (+ve)/-ve	% Variance	Comments
Community Services (Credit Unions)	3,165	0	3,165	3,165	0	0.00%	
Refuse Collection - Domestic	707,620	4,184	711,804	843,198	131,394	18.46%	£65k overspend in Salaries & related. £23k increase in External Services due to rental vehicle.
Refuse Collection - Commercial	(197,477)	6,815	(190,662)	(182,965)	7,697	4.04%	£51k increase in income. £34k increase in cost of trade waste expenditure
Street Cleansing	334,850	0	334,850	307,185	(27,665)	8.26%	
Recycling	280,223	0	280,223	96,215	(184,008)	65.66%	£25k savings to salaries & related. £11k savings to disposal fees.
Clean Neighbourhoods	87,204	0	87,204	84,831	(2,373)	2.72%	
Mechanics Workshop	(2,171)	0	(2,171)	61,804	63,975	2946.78%	An increase in salaries.
Waste Management Service Unit	233,242	0	233,242	277,916	44,674	19.15%	
Garden Waste Scheme	(125,637)	2,820	(122,817)	(113,898)	8,919	7.26%	£29k increases in salaries & related and agency fees. £16k increase in income.
Environmental Health Services	294,744	(8,000)	286,744	281,886	(4,858)	1.69%	
Flooding	0	0	0	0	(0)		
Aireview House	50,065	0	50,065	15,039	(35,026)	69.96%	
Homelessness	282,660	(62,840)	219,820	195,049	(24,771)	11.27%	
Private Sector & Housing Enabling	46,460	42,340	88,800	32,256	(56,544)	63.68%	Underspend due to vacant posts
Housing Service Unit	22,824	(1,500)	21,324	33,586	12,262	57.51%	
Total Economic Development	292,720	88,521	381,241	336,797	(44,443)	11.66%	£34,600 CDC contribution to Great Place project
Total Leisure Services	(17,337)	2,120	(15,217)	69,067	84,284	553.88%	Employee/Timesheet costs for Centre and Café £27k over forecast, Café Staff costs £34k over budget attributed to Agency cover. Reactive Maintenance and External Services £12k more than predicted with balance of deficit resulting from less revenue than forecast.
Total Bereavement Services	(419,855)	0	(419,855)	(351,797)	68,058	16.21%	
Total Resilient Communities	1,825,786	97,075	1,922,861	1,993,228	70,367		

Description	Original Budget 2018/19	Virements, Slippage & Supplementary Estimates 2018/19 £	Revised Budget 2018/19 £	Forecast Outturn 2018/19 £	(Under)/Over spend 2018/19 (+ve)/-ve £	% Variance	Comments
CLT	482,204	(10,000)	472,204	467,841	(4,363)	0.92%	Savings to salaries & related. Budgeted wages higher than actuals.
Business Support	199,097	(12,551)	186,546	171,228	(15,318)	8.21%	Savings in salaries & related-staff leaving & vacant post
Human Resources & Training	144,820	5,000	149,820	150,716	896	0.60%	
Legal Services	123,463	43,759	167,222	159,576	(7,646)	4.57%	
Corporate Costs	818,273	70,000	888,273	773,827	(114,446)	12.88%	
Financial Services	508,137	(40,000)	468,137	433,962	(34,175)	7.30%	Savings re salaries & related-Due to staff leaving/unfilled posts
Properties; Misc, Bus, Depots, BVS, SU, Estates	611,358	10,951	622,309	716,239	93,930	15.09%	An increase in equipment and maintenance.
ICT & Transformation	532,895	(39,319)	493,576	464,863	(28,713)	5.82%	
Total Financial Sustainability	3,420,247	27,840	3,448,087	3,338,252	(109,834)		

Craven District Council Income & Savings Plan

Income & Savings Action Plan 2018/19 - 2021/22 v12 at March 2019 - Final

Key:

Green

Income / Savings achieved - low risk

Reporting Spreadsheet

Income Generation/Cost Savings Ideas			RAG	Realism	Priority					Member Decision Req	Additional Resources	SLT Lead Update /Comments	Lead Member	CLT Lead	SLT Lead
Line No	Serv Ref	Description				2018/19	2019/20	2020/21	2021/22						
11	BuSu	Daisy Telephone Rentals	Green	H	L	1,780	1,780	1,780	1,780	N	N	Review of the Daisy telephone lines contract & line usage	John Dawson	Paul Shevlin	Joanne Garnet
12	EnSe	Littering Penalties - Increase in Fees	Green	H	L	1,000	1,000	1,000	1,000	Y	N	Policy committee meeting 17 June approved an increase in the littering penalty charges. Estimated contribution towards costs of £500-£1,750 per annum.	Carl Lis	Paul Ellis	Wyn Ashton
13	Fi	External Audit Fee Savings as a consequence of PSAA negotiations	Green	H	L	5,000	5,000	5,000	5,000	N	N	PSAA have renegotiated the external audit contracts and savings are being handed back to LA's on an annual basis until March 2019 when the new contracts commence. The reductions are included in the base for the new contracts.	Patrick Mulligan	Nicola Chick	James Hordern
14	IT	Network / Firewall Replacement	Green	H	H	2,000	2,000	2,000	2,000	N	N	Complete	John Dawson	Paul Ellis	Darren Maycock
15	PrSe	Estate Rationalisation	Green	H	H	2,000	2,000	2,000	2,000	Y	N	Crosshills Toilets, Wilson Street Sutton and Embsay Car Park all disposed	Patrick Mulligan	Paul Ellis	Darren Maycock
16	EnSe	Commercial Waste	Green	H	M	10,000	10,000	10,000	10,000	y		Changes to commercial waste agreed by Policy Committee and included in 2019/20 budget	Carl Lis	Paul Ellis	Wyn Ashton
17	BeSe	Replacement of the two cremators to increase efficiencies in gas usage & reduce mercury abatement payments	Green	H	H	8,000	30,700	11,200	11,700	Y	N	Contract completed. Savings reviewed and finalised.	Patrick Mulligan	Paul Ellis	Darren Maycock
18	CP	Grant paid to Citizens Advice Rental to BVS Income & Car Parking	Green	H	M	0	17,440	17,440	17,440		Y	Citizens Advice have moved into office space at BVS thus removing the need for CDC to pay them Grant. The grant monies to be used in lieu of rental for the office space & car parking for parking permits as an internal recharge	Simon Myers	Sharon Hudson	Paul Shevlin
						0	2,560	2,560	2,560						
19	EnSe	Aireview House - redevelopment/refurbishment	Green	H	M	8,000	10,000	10,000	10,000	y		Refurbishment project completed. Aireview house reopened. Forecast of saving/additional income achieved.	Richard Foster	Paul Ellis	Wyn Ashton
TOTAL GREEN SAVINGS						37,780	82,480	62,980	63,480						

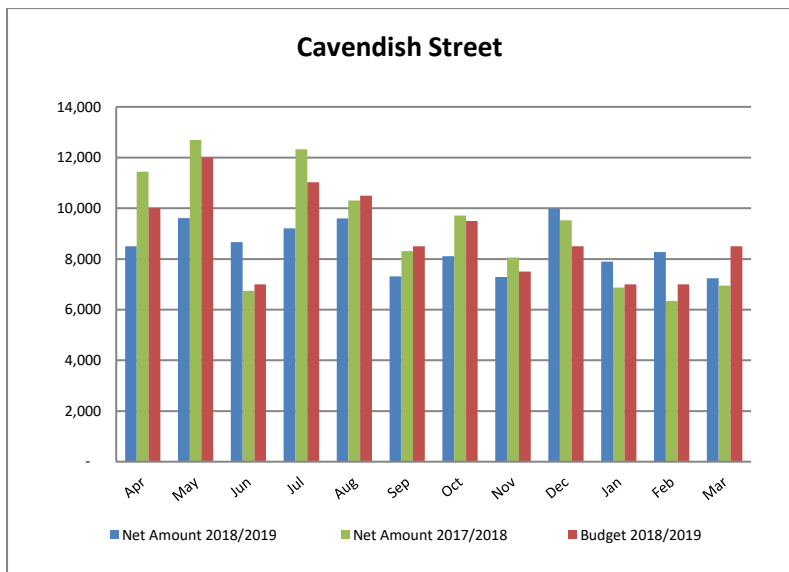
Agency Budget Analysis of Services and Forecasted Spend in Salaries;

Agency Actual Outturn 2017/18 £	Service	Agency Actual as at Q3 2018/19 £	Agency Actual as at Q4 2018/19 £	Agency Revised Budget as at Q4 2018/19 £	Agency Variance End Mar 19 -ve/+(ve) £	Salaries Forecast (Under)/Over spend 2018/19 £	Reason for Agency Appointment
-	Craven Leisure	-	-	-	-	-	
20,225	Revive - Craven Leisure Cafe	50,907	59,301	24,568	34,733	(21,916)	Covering Chef Role - intention to recruit permanently in the New Year
15,057	Bereavement Services	-	-	-	-	(15,609)	
63,547	Refuse Collection-Domestic	50,171	67,879	30,000	37,879	18,519	covering Waste Management operational roles
46,252	Refuse Collection-Commercial	7,634	8,152	-	8,152	26,851	covering Waste Management operational roles
32,812	Street Cleansing	36,763	41,006	-	41,006	(62,312)	covering Waste Management operational roles
28,178	Recycling	959	959	-	959	(58,380)	covering Waste Management operational roles
-	Assets & Commercial Services	37,388	55,894	-	55,894	(74,387)	Fulfilling Surveyor Role
40,634	Garden Waste Service	19,218	25,977	-	25,977	46,930	covering Waste Management operational roles
5,209	Building Control-Fee Earning	-	-	-	-	-	
158,380	Planning Policy	116,232	146,936	65,000	81,936	(69,838)	Planning Policy cover
13,255	Development Control	85,254	119,524	11,000	108,524	(39,750)	Planners dealing with a wide caseload of all types of planning applications. Both on 3 month contracts.
-	Legal Services	55,287	76,116	75,023	1,093	(70)	Covering Legal Services Manager maternity absence.
-	Financial Services	24,375	38,625	23,000	15,625	(38,267)	Providing resilience while Finance Officer and Trainee Roles brought up to speed. Utilised the agency worker to provide support and to assist with the Closure of the Annual Accounts. Role ceased in May 2019.
423,550		484,188	640,369	228,591	411,778	(288,230)	

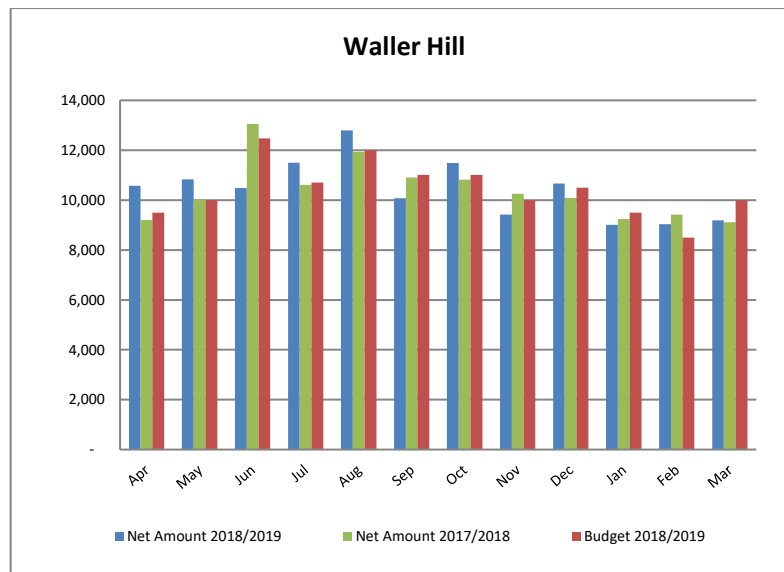
Parking Fees Apr 18 - March 19 (2018/19 FYR)

2018/19	Cavendish Street			Waller Hill			Coach Street			High Street			Bunkers Hill		
	Amount 2018/2019 £	Amount 2017/2018 £	Budget 2018/2019 £	Amount 2018/2019 £	Amount 2017/2018 £	Budget 2018/2019 £	Amount 2018/2019 £	Amount 2017/2018 £	Budget 2018/2019 £	Amount 2018/2019 £	Amount 2017/2018 £	Budget 2018/2019 £	Amount 2018/2019 £	Amount 2017/2018 £	Budget 2018/2019 £
Month															
April	£8,497	£11,437	£10,005	£10,574	£9,197	£9,503	£36,919	£36,137	£34,983	£53,302	£57,193	£54,988	£1,899	£1,559	£1,500
May	£9,606	£12,696	£11,995	£10,837	£10,020	£10,003	£43,014	£35,910	£35,985	£53,198	£54,083	£52,982	£1,652	£1,341	£1,200
June	£8,661	£6738	£6,998	£10,481	£13,052	£12,470	£43,350	£33,814	£34,482	£55,254	£50,521	£50,474	£1,664	£1,912	£1599
July	£9,212	£12,326	£11,021	£11,499	£10,610	£10,705	£44,078	£42,178	£40,994	£57,047	£62,240	£61,007	£1,809	£1,643	£1,700
August	£9,602	£10,302	£10,497	£12,800	£11,935	£11,994	£51,552	£50,702	£48,007	£63,933	£60,892	£63,578	£1,563	£1,648	£1,599
September	£7,313	£8,311	£8,496	£10,076	£10,903	£11,005	£40,263	£42,886	£40,451	£53,932	£57,572	£55,490	£1,688	£2,034	£1,801
October	£8,108	£9,712	£9,502	£11,491	£10,816	£11,005	£40,643	£36,899	£35,985	£53,469	£54,375	£54,988	£1,957	£1,579	£1,500
November	£7,284	£8,063	£7,501	£9,424	£10,255	£10,003	£34,275	£34,089	£32,019	£50,476	£51,867	£48,028	£1,434	£1,632	£1,550
December	£9,995	£9,527	£8,496	£10,670	£10,083	£10,504	£32,594	£30,895	£31,017	£59,400	£55,378	£55,490	£1,756	£1,943	£1,700
January	£7,890	£6,874	£6,998	£9,009	£9,243	£9,503	£24,475	£25,149	£25,006	£40,736	£39,041	£39,501	£1,372	£1,594	£1,500
February	£8,277	£6,336	£6,998	£9,031	£9,417	£8,501	£30,410	£27,479	£27,510	£43,846	£42,151	£40,003	£1,583	£1,455	£1,476
March	£7,232	£6,952	£8,496	£9193	£9,112	£10,003	£31,728	£30,733	£31,017	£47,843	£47,306	£50,474	£1,553	£1,343	£1,599
	£101,677	£109,274	£107,003	£125,085	£124,643	£125,199	£453,301	£426,871	£417,456	£632,437	£632,619	£627,003	£19,930	£19,683	£18,724
Variance	(7,597)		(5,326)	(442)		(114)	26,430		35,845	(182)		(5,434)	£247		£1,206

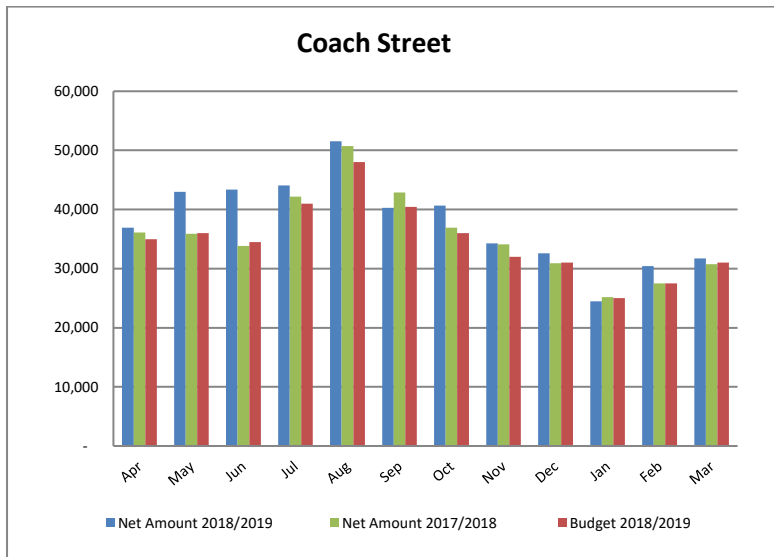
2018/19	Ashfield Road			Whitefriars			Greenfoot			Backgate & Community Centre			Craven Leisure		
	Amount 2018/2019 £	Amount 2017/2018 £	Budget 2018/2019 £	Amount 2018/2019 £	Amount 2017/2018 £	Budget 2018/2019 £	Amount 2018/2019 £	Amount 2017/2018 £	Budget 2018/2019 £	Amount 2018/2019 £	Amount 2017/2018 £	Budget 2018/2019 £	Amount 2018/2019 £	Amount 2017/2018 £	Budget 2018/2019 £
Month															
April	£5,595	£5,369	£5,303	£5,697	£5,661	£5,702	£2,374	£2,394	£1,801	£1,947	£2,232	£1,699	£4,927		£4,000
May	£4,956	£4,829	£5,003	£6,407	£6,033	£5,499	£2,447	£1,990	£2,000	£3,615	£1,649	£1,499	£4,327		£4,000
June	£5,229	£5,958	£6,001	£6,330	£5,362	£5,798	£3,715	£2,837	£2,801	£1,868	£1,781	£2,000	£4,996		£4,000
July	£5,124	£5,699	£5,701	£6,706	£6,458	£6,301	£3,454	£2,710	£2,499	£2,767	£2,542	£2,500	£5,121	£1,586	£4,500
August	£6,889	£6,545	£6,491	£8,487	£7,124	£7,505	£5,201	£2,560	£2,499	£2,630	£4,003	£3,002	£6,310	£5,191	£5,006
September	£5,304	£5663	£5,701	£5,398	£6,020	£5,798	£3,243	£4,335	£2,499	£1,865	£1,431	£2,000	£4,376	£4,857	£5,001
October	£4,998	£3,698	£3,999	£5,526	£5,101	£5,097	£2,054	£2,166	£2,199	£1,258	£1,061	£1,201	£4,701	£4,478	£4,500
November	£4,316	£4,321	£4,299	£3,930	£3,654	£3,798	£2,371	£1,631	£1,651	£1,575	£1,020	£1,001	£4,041	£3,240	£3,499
December	£4,998	£3,992	£3,699	£3,360	£3,266	£3,001	£1,512	£1,520	£ 801	£ 298	£ 426	£ 400	£3,069	£2,274	£2,498
January	£2,864	£3,193	£3,502	£2,897	£2,991	£3,498	£1,651	£1,225	£1,300	£ 757	£ 616	£ 599	£4,031	£3,685	£3,698
February	£3,776	£3,494	£3,502	£4,016	£3,464	£3,402	£2,064	£1,360	£1,370	£ 827	£ 676	£ 599	£4,428	£3,875	£3,898
March	£4,441	£3,916	£4,501	£4,293	£3,640	£4,498	£2,931	£1,625	£2,000	£1,088	£ 756	£1,499	£4,784	£3,844	£4,000
	£58,490	£56,677	£57,702	£63,047	£58,774	£59,897	£33,017	£26,353	£23,420	£20,495	£18,193	£17,999	£55,111	£33,030	£48,117
Variance	(1,813)		(788)	4,273		£3,150	6,647	of 21	9,597	2,302		2,496	7,831		6,994



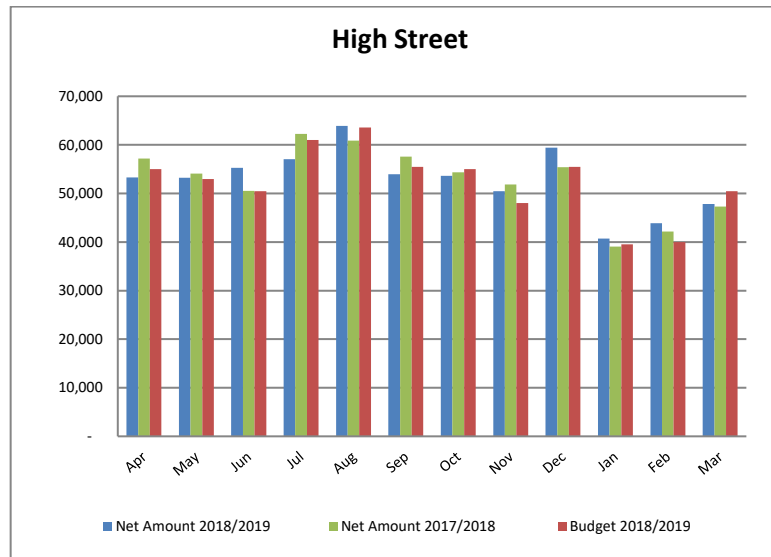
Comments: Income decreased by 6.95% (£7,597) over same period last Year and down by 4.97% (£5,326) on budget



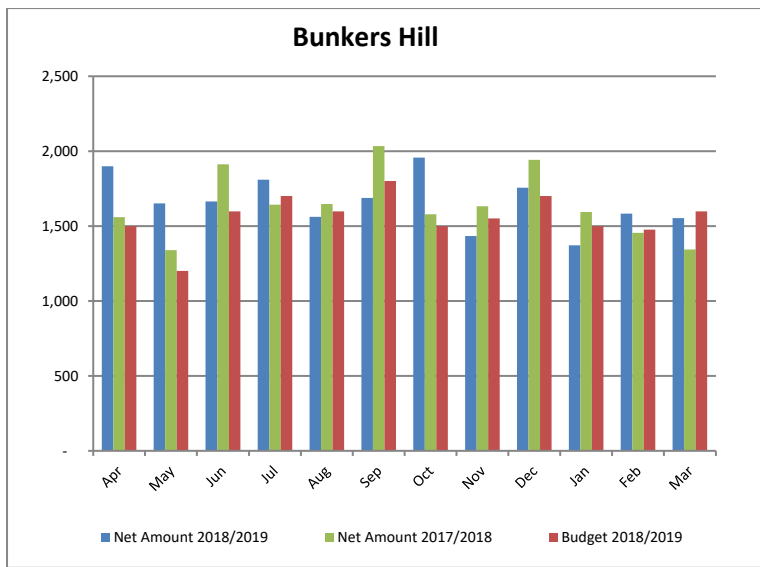
Comments: Income increased by 0.35% (£442) over same period last year and up by 0.09% (£114) on budget



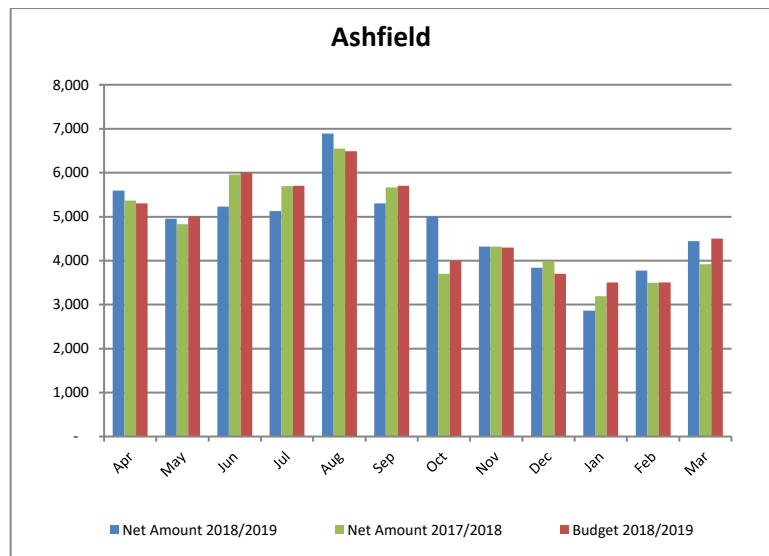
Comments: Income increased 6.19% (£26,430) over same period last year and up 8.59% (£35,845) on budget



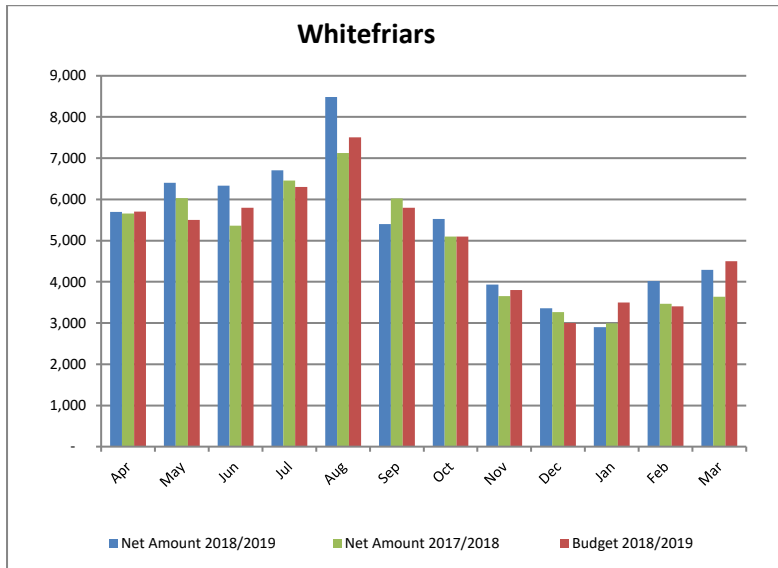
Comments: Income decreased by 0.02% (£182) over same period last year and up by 0.86% (£5,434) on budget



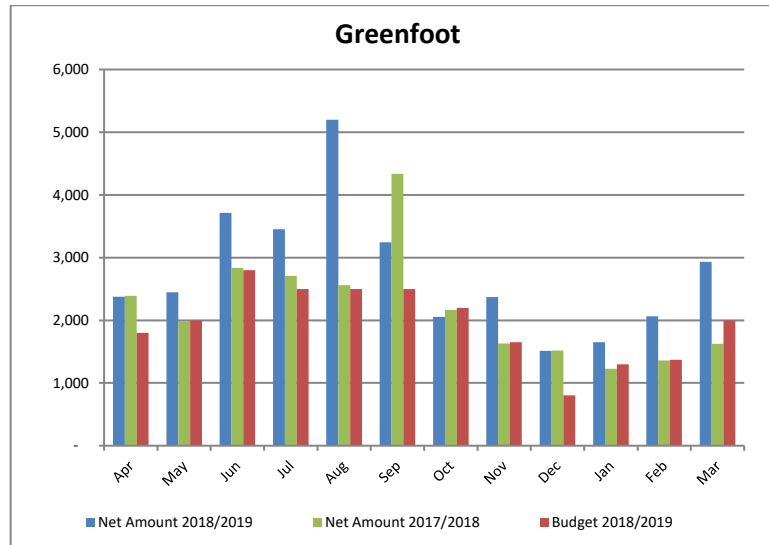
Comments: Income increased by 1.25% (£247) over same period last year and up by 6.44% (£1,206) on budget



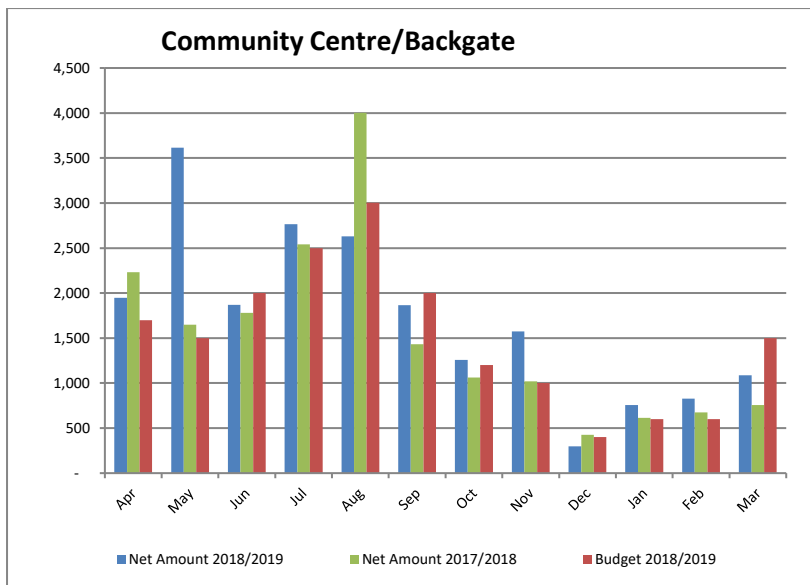
Comments: Income increased by 3.19% (£1,813) over same period last year and up by 1.36% (£788) on budget



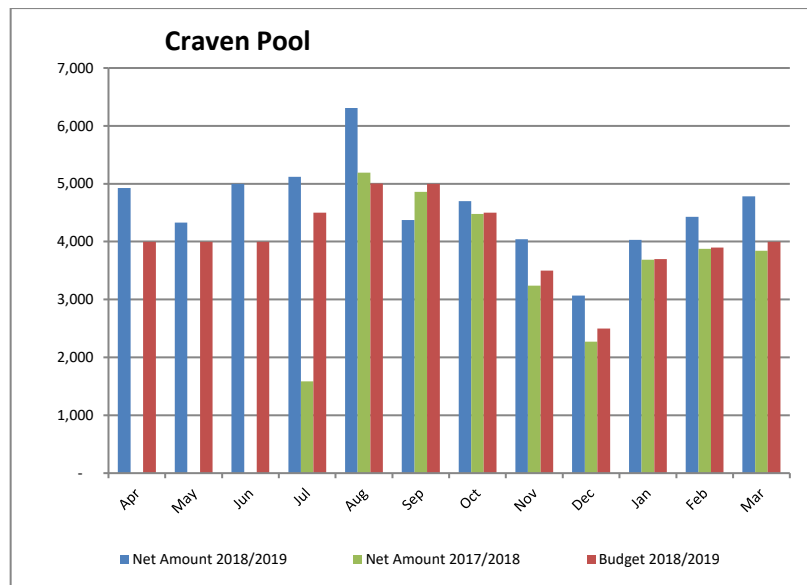
Comments: Income increased by 7.27% (£4,273) over same period last year and up by 5.26% (£3,150) on budget



Comments: Income increased by 25.28% (£6,664) over same period last year and up by 40.97% (£9,597) on budget



Comments: Income increased by 12.65% (£2,302) over same period last year and up by 13.86% (£2,496) on budget



Went live 17th July 2017

Compared from July - Mar 18 to same period this year. Income increased by 23.70% (£7,831) Budget compared fully up by 14.53% (£6,994)

Revenue Budget Slippage Requests - 2018/19

Ref	Request Description	Cost Centre	Cost Centre (T)	Account Code	2018/19 Revised Budget £	2018/19 Draft Accounts spend £	Balance £	2018/19 Slippage Request £
REV01	The contribution is for stage one work, which commenced in December 2018 and is due to be completed in May 2019 – the deadline for submission to the West Yorkshire Combined Authority. The request is for the monies to be carried forward as payment will be upon completion of the outlined works.	R311	Industrial Development & Promotion	1150	30,000	9,091	20,909	15,000
REV02	In January 2019, Creative Theory was appointed to produce a design style for Enterprising Craven to brand a. business support activity delivered by the Council and led by the Economic Development Service and b. a new ‘business gateway’ on the Council’s website bringing together navigation for business services under one, easy to access webpage. The timeframe for delivery of the works was extended to allow for additional steps in design and consultation to take place, resulting in the later stages having to be moved into the new financial year (2019/20).	R311	Industrial Development & Promotion	2130	20,100	14,188	5,912	4,487
REV03	The Environmental Health budget has a total underspend of £15,598. The requirementof slippage is to buy in a resource in 2019/20 to undertake 200 Food Safety inspections that we failed to undertake in 2018/19 for a variety of reasons (sickness, maternity leave). The shortfall of inspection’s will be highlighted in the Food Service Plan for 2019/20 which will be presented to CLT in May 2019.	R220	Environmental Health	1460	20,000	12,571	7,429	7,300
REV03		R220	Environmental Health	1470	900	496	404	300
REV03		R220	Environmental Health	1500	500	14	486	400
REV04	We slipped £5,000 from 2017/18 to 2018/19 so that we could commission Harrogate BC to undertake research and draft a new Empty Homes Strategy. This work was finished Q1 of 2019/20. We will shortly receive an invoice from HBC for this work.	R343	Homelessness	1612	90,700	62,514	28,186	5,000
REV05	Currently preparing a new Homelessness and Rough Sleeper Strategy. This work will commence in April 2019 with a draft Strategy in place in July for consultation thereafter. Because of the significant changes in the requirements of the strategy and insufficient resources to prepare it ourselves, we have commissioned Arc4 to undertake the work at a fixed cost of £17,000. A briefing report is to be presented to CLT in April 2019.	R343	Homelessness	1612	90,700	67,514	23,186	17,000
REV06	A saving was made on the reduction of seasonal print costs in association with the Craven Arts website, which has now been closed. The Arts Development Officer has been working with village halls this year on improving facilities and how we can support them to expand activity within their locality. As a result, we will be holding a village halls conference at which guidance packs and various printed information will be given to each. A review has been undertaken of advertising and promotional activity as part of the cultural strategy development, and as such there has been limited marketing expense incurred this year. I would like to retain the saving from this item to contribute to a touring arts project taking place in 2019/20 and for which match funding has been applied for. The Arts Professional subscription recently became free of charge and the Arts Development UK site has folded, resulting in subscription savings. I would like to retain £25 of this saving to add to the marketing saving and put towards the touring project. The Arts Development Officer has been working on development of a number of projects in this financial year, but expenditure will now be incurred for these in the next financial year. I would therefore like to retain £2700 public art underspend for the public artwork, which will be installed alongside the towpath redevelopment project being undertaken by Economic Development.	R300	Arts Development	1090	1,800	62	1,738	1,735
REV06		R300	Arts Development	1410	500	21	479	475
REV06		R300	Arts Development	1710	2,000	1,851	149	145
REV06		R300	Arts Development	2100	200	-	200	200
REV06		R300	Arts Development	2230	2,400	660	1,740	1,740
21 of 21								
Total					259,800	168,982	90,818	53,782

Policy Committee – 23rd July 2019

Treasury Management Outturn Report 2018/19



Report of the Chief Finance Officer - s151 officer

Lead Member – Financial Resilience: Councillor Mulligan

Ward(s) affected: All

1. Purpose of Report

To inform Members of the treasury activity undertaken in the year in the context of current and forecast economic climates.

2. Recommendations

Members are recommended to:

- Note the actual Prudential Indicators for 2018/19;
- Note the actual Treasury Management Indicators for 2018/19
- Note the Treasury Management Annual Report for 2018/19

3. Introduction

3.1 The Council is required by regulations issued under the Local Government Act 2003 to produce an annual treasury management review of activities and the actual prudential and treasury indicators for 2018/19. This report meets the requirements of both the CIPFA Code of Practice on Treasury Management (the Code) and the CIPFA Prudential Code for Capital Finance in Local Authorities (the Prudential Code).

3.2 During 2018/19 the reporting requirements were that the full council or delegated committee should receive the following reports:

- an annual treasury strategy in advance of the year (Council 06/02/2018);
- a mid-year treasury update report (Policy Committee 04/12/2018);
- An annual review following the end of the year describing the activity compared to the strategy (this report).

3.3 The regulatory environment places responsibility on members for the review and scrutiny of treasury management policy and activities. This report is, therefore, important in that respect, as it provides details of the outturn position for treasury activities and highlights compliance with the Council's policies previously approved by members.

3.4 This Council confirms that it has complied with the requirement under the Code to give prior scrutiny to all of the above treasury management reports by the Policy Committee before they were reported to the full Council.

4. The Council's Capital Expenditure and Financing

The Council undertakes capital expenditure on long-term assets. These activities may either be:

- Financed immediately through the application of capital or revenue resources (capital receipts, capital grants, revenue contributions etc.), which has no resultant impact on the Council's borrowing need; or
- If insufficient financing is available, or a decision is taken not to apply resources, the capital expenditure will give rise to a borrowing need.

The actual capital expenditure forms one of the required prudential indicators. The table below shows the actual capital expenditure and how this was financed.

	2017/18 Actual £000	2018/19 Budget £000	2018/19 Actual £000
Capital expenditure	3,435	3,164	3,642
Financed in year	2,793	2,164	2,710
Unfinanced capital expenditure	642	1,000	932

5. The Council's Overall Borrowing Need

The Council's underlying need to borrow to finance capital expenditure is termed the Capital Financing Requirement (CFR). The table below highlights the Council's gross borrowing position against the CFR.

£000	31 st March 2018 Actual £000	31 st March 2019 Budget £000	31 st March 2019 Actual £000
CFR	5,776	6,472	6,462
Gross borrowing position	5,988	5,988	5,988
Under/(over) borrowing	(212)	484	474

The authorised limit - the authorised limit is the "affordable borrowing limit" required by section 3 of the Local Government Act 2003. Once this has been set, the Council does not have the power to borrow above this level. The limit was set at £12.75m in 18/19 so the council's borrowing was well within its limit during the year.

6. Overall Treasury Position as at 31 March 2019

At the beginning and end of 2018/19 the Council's treasury position was as follows:

	31 March 2018 Principal	Average Rate/ Return	Average Life yrs	31 March 2019 Principal	Average Rate/ Return	Average Life yrs
Total debt	£5.988m	4.27%	19.95	£5.988m	4.27%	18.95
CFR	£5.775m			£6.462m		
Over / (under) borrowing	£0.213m			(£0.474m)		
Total investments	£12.830m	1.42%	0.768	£12.302m	1.56%*	0.82
Net debt	(£6.842m)			(£6.314m)		

* Average rate enhanced by long-term loan rate

The Council did not enter into any borrowing by Private Finance Initiatives or finance leases.

The maturity structure of the debt portfolio was as follows:

Maturity structure of fixed rate borrowing during 2018/19	31 st March 2018	31 st March 2019
Under 12 months	0	0
12 months and within 24 months	0	500
24 months and within 5 years	500	500
5 years and within 10 years	500	0
10 years and within 20 years	700	700
20 years and within 30 years	0	0
30 years and within 40 years	4,288	4,288
40 years and within 50 years	0	0

All the council's external borrowing is currently with the PWLB and the average annual interest payments amount to £255,709. The council did not take on any additional borrowing during the year.

The table below gives a detailed breakdown of the council's investments as at 31.03.19

Counterparty	Date of investment	Date of maturity	Value £	Interest rate %
Fixed term				
Metropolitan Housing Acc	09/07/2018	09/07/2019	1,000,000	1.20
Nottingham BS	02/07/2018	01/07/2019	1,000,000	0.90
Principality BS	02/07/2018	01/07/2019	1,000,000	0.86
Monmouthshire BS	01/08/2018	01/08/2019	1,000,000	0.95
Newcastle BS	01/10/2018	01/10/2019	1,000,000	1.00
Progressive BS	01/10/2018	01/10/2019	1,000,000	1.08
North Lanarkshire Council	02/10/2018	01/10/2019	2,000,000	0.95
National Counties BS	04/10/2018	04/04/2019	1,000,000	0.90
West Bromwich BS	15/10/2018	15/04/2019	1,000,000	0.90
Eastleigh Borough Council	14/11/2018	14/15/2019	1,000,000	0.85

Long term loan	21/02/2018	20/02/2022	300,940	6.00
Money Market Funds				
CCLA	N/A	N/A	1,000,000	0.79
Other investments	N/A	N/A	775	n/a
Total investments			12,301,715	
Transaction accounts:				
Lloyds current account	N/A	N/A	827,408	0.65

6. The Strategy for 2018/19

6.1 Investment strategy and control of interest rate risk

The expectation for interest rates within the treasury management strategy for 2018/19 was that Bank Rate would rise from 0.50% to 0.75%. This duly happened at the MPC meeting on 2 August 2018. During this period, investments were, therefore, kept shorter term in anticipation that rates would be higher later in the year. It was not expected that the MPC would raise Bank Rate again during 2018-19 after August in view of the fact that the UK was entering into a time of major uncertainty with Brexit due in March 2019. Value was therefore sought by placing longer term investments after 2 August where cash balances were sufficient to allow this.

Investment rates rose sharply after the MPC meeting of 1 November was unexpectedly hawkish about their perception of building inflationary pressures, particularly from rising wages. However, weak GDP growth data after December, plus increasing concerns generated by Brexit, resulted in investment rates falling back again.

Continued uncertainty in the aftermath of the 2008 financial crisis has promoted a cautious approach whereby investments would continue to be dominated by low counterparty risk considerations, resulting in relatively low returns compared to borrowing rates.

6.2 Borrowing strategy and control of interest rates risk.

During 2018-19, the Council maintained an under-borrowed position. This meant that the capital borrowing need, (the Capital Financing Requirement), was not fully funded with loan debt, as cash supporting the Council's reserves, balances and cash flow was used as an interim measure. This strategy was prudent as investment returns were low and minimising counterparty risk on placing investments also needed to be considered.

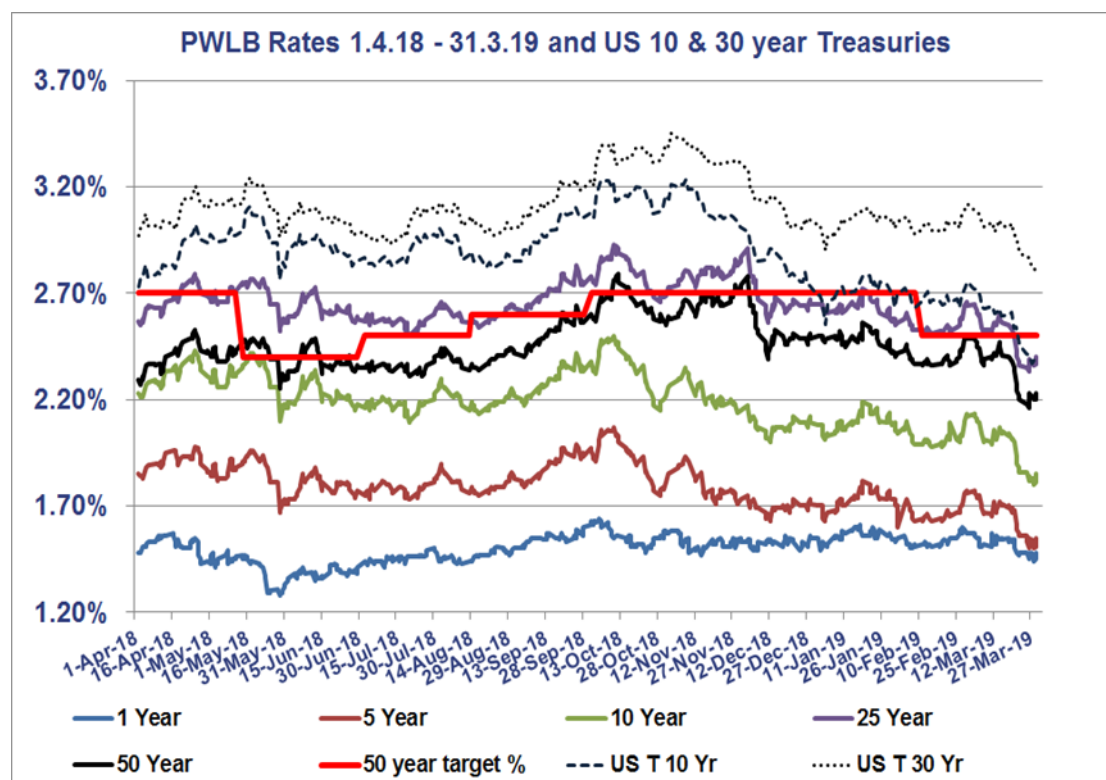
The policy of avoiding new borrowing by running down spare cash balances, has served well over the last few years. However, this was kept under review to avoid incurring higher borrowing costs in the future when this authority may not be able to avoid new borrowing to finance capital expenditure and/or the refinancing of maturing debt.

Against this background and the risks within the economic forecast, caution was adopted with the treasury operations. The Chief Finance Officer therefore monitored interest rates in financial markets and adopted a pragmatic strategy based upon the

following principles to manage interest rate risks.

- If it had been felt that there was a significant risk of a sharp **fall** in long and short term rates, (e.g. due to a marked increase of risks around relapse into recession or of risks of deflation), then potential rescheduling from fixed rate funding into short term borrowing would have been considered.
- If it had been felt that there was a significant risk of a much sharper **rise** in long and short term rates than initially expected, perhaps arising from an acceleration in the start date and in the rate of increase in central rates in the USA and UK, an increase in world economic activity or a sudden increase in inflation risks, then the portfolio position would have been re-appraised. Most likely, fixed rate funding would have been drawn whilst interest rates were lower than they were projected to be in the next few years.

Interest rate forecasts expected only gradual rises in medium and longer term fixed borrowing rates during 2018/19 and the two subsequent financial years. Variable, or short-term rates, were expected to be the cheaper form of borrowing over the period.



7. Investment Outturn

7.1 Investment Policy – the Council’s investment policy is governed by MHCLG investment guidance, which has been implemented in the annual investment strategy approved by the Council on 6th February 2018. This policy sets out the approach for choosing investment counterparties, and is based on credit ratings provided by the three main credit rating agencies, supplemented by additional market data

7.2 Investments held by the Council

- The Council maintained an average balance of £16,154m of internally managed funds.
- The internally managed funds earned an average rate of return of 1.76.
- The comparable performance indicator is the average 7-day LIBID rate, which was 0.51%.
- This compares with a budget assumption of £9,600m investment balances earning an average rate of 0.75%.
- Total investment income was £205,000 compared to a budget of £81,750.

8 Prudential and treasury indicators.

The key actual prudential and treasury indicators which detail the impact of capital expenditure activities during the year, with comparators are as follows:

	2017/18 Actual £000	2018/19 Original £000	2018/19 Actual £000
<u>Prudential indicators</u>			
Capital expenditure	3,435	3,164	3,642
Ratio of financing costs to net revenue stream	5.19	6.99	4.32
Capital financing requirement	5,776	6,472	6,462
Gross borrowing in year	0	0	0
Gross debt	5,988	5,988	5,988
<u>Treasury management indicators</u>			
Authorised limit for external debt	12,750	12,750	12,750
Operational Boundary for external debt	10,500	10,500	10,500
Total investments	12,830	10,900	12,302
Actual external debt	5,988	5,988	5,988
Net investments/(debt)	6,842	4,912	6,314

9 Implications

9.1 Financial Implications - There are no financial implications associated with this report.

9.2 Legal Implications - There are no legal implications attached to this report.

- **Contribution to Corporate Priorities**

The Treasury Management function does not contribute directly to the Council's Corporate Priorities albeit the delivery of the Treasury Management Strategy supports the Council's budget strategy which in turn is a fundamental element of the Council's service and financial planning approach to achievement of the Council Plan.

- **Risk Management**

There are no direct risk management implications arising from this report. Regular review provides assurance that treasury management activities are being managed in line with the Treasury Management Strategy.

- **Equalities Impact Assessment**

Since this report is not seeking to set or amend policy, the Council's Equality Impact Assessment procedure has not been followed.

- **Consultations with Others**

None

- **Access to Information : Background Documents**

Working papers held in Financial Services.

- **Author of the Report**

Elliot O'Shea, Finance Officer

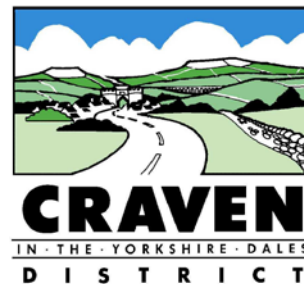
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Note: Members are invited to contact the author in advance of the meeting with any detailed queries or questions.

Policy Committee – 23rd July 2019

Bad Debt Write Offs 2018/19



Report of the Chief Finance Officer - s151 Officer

Lead Member Financial Resilience – Councillor Mulligan

Ward(s) affected: All

1. **Purpose of Report**

- 1.1 In accordance with Financial Procedure Rules, to report to Members details of total bad debts written off during the 2018/19 financial year.

2. **Recommendations**

- 2.1 This report is for information only. Members are recommended to note the bad debts written off during the 2018/19 financial year, as shown in Appendices A1-4.

3. **Background Information**

- 3.1 Revenues and Benefits and Financial Services are responsible for the collection of Council Tax, Non-domestic Rates and Sundry/miscellaneous income.
- 3.2 In order to focus resources on collectable accounts, thus minimising the cost of collection, it is from time to time important to write off accounts regarded as bad or doubtful debts. This is generally accepted as good practice.
- 3.3 The Council's Chief Finance Officer has delegated authority to write off Council Tax, Non Domestic Rates and Sundry/miscellaneous income debts; subject to first consulting the appropriate Ward Representative(s) on any debt exceeding £100 that is being considered for write-off. In all cases the option to write off the debt has been chosen as the last resort; wherever possible the debt is recovered. In cases where the debt is written off, the debtor may be bankrupt, has moved abroad or is incapacitated with no means to pay.
- 3.4 The Table below (table 1) details the Write offs carried out in 2018/19, split by the classifications of debt. The previous year's amounts have been included for comparison.

Table 1; Write off amounts for 2017/18 and 2018/19 by classification;

	2017/18 Write Offs £	2018/19 Write Offs £
Sundry Debtors	14,551	29,095
Overpaid Housing Benefit Debtors	62,938	44,853
Council Tax Debtors	100,014	92,842
NNDR Debtors	48,627	57,680
Total	226,130	224,471

- 3.5 If, following approval for write off, new information regarding the whereabouts of a debtor comes to light, then the debt is re-raised and pursued accordingly.
- 3.6 Members may wish to place the writing off of these debts into context with the Council's successful collection record. In 2018/19 the Council had a collection rate of 98.72% (2017/18: 98.38%) for Council Tax and 98.52% (2017/18: 99.14%) for NNDR.
- 3.7 To put the Sundry Debt writes offs into context, Members should note that, the total debt raised in 2018/19 was £3,636k. The write off equates to 0.8% - although it should be noted not all the write offs in 2018/19 relate to 18/19 debt.

4. Implications

4.1 Financial and Value for Money Implications

There is provision within the Council's budget for bad debt and writing off this amount will not cause that provision to be exceeded. Table 2 below, shows the breakdown of the provisions set aside for non-payment, by classification. The previous year's values have been included for comparison.

Table 2; Breakdown of the provisions by classification

	2017/18 Bad Debt Provision £	2018/19 Bad Debt Provision £
General Provision	181,830	133,360
Overpaid Housing Benefit Debtors	264,081	214,829
Council Tax Debtors	531,400	557,300
NNDR Debtors	152,300	154,750
Total	1,129,611	1,060,239

4.2 Legal implications

None.

4.3 **Contribution to Council Priorities**

None arising directly from this report. However, good debt management contributes to the proactive management of the Council's cash flows and income which impacts on its financial resilience.

4.4 **Risk Management**

Debt write offs are a financial risk to the Council. If there were to be an increase in the level of write-offs then this would pose an increased risk. Any large increases could also mean that the recovery procedures potentially have a weakness. The financial risk is mitigated by re-evaluating the bad debt provision each year and keeping it an appropriate level.

4.5 **Equality Impact Assessment**

The Council's Equality Impact Assessment Procedure **has been** followed. An Equality Impact Assessment **has not** been completed on the proposals as completion of **Stage 1- Initial Screening** of the Procedure identified that the proposed policy, strategy, procedure or function **does not have** the potential to cause negative impact or discriminate against different groups in the community based on •age • disability •gender • race/ethnicity • religion or religious belief (faith) •sexual orientation, or • rural isolation.

5. **Consultations with Others**

- 5.1 Financial Services, Revenue Services and Elected Members each quarter through circulation of the lists of bad debts being considered for write off.

6. **Access to Information : Background Documents**

- 6.1 Case files available for each write off proposed

7. **Author of the Report**

- 7.1 James Hordern – Accountancy Services Manager
Telephone: 01756 706316
Email: jhordern@cravendc.gov.uk

8. **Appendices**

- 8.1 Appendix A1-4, Debts written off in 2018/19 by debt type.

SUNDRY DEBTOR WRITE-OFFS 2018-19

Amount		Debt Type /	
£.p	InvoiceNo	Service Area	Reason for Write Off
2,988.88	755954	AP	Admin Penalty
2,970.13	755438	AP	Multi-debtor
2,841.60	770813	PB	Town Hall Hire - In administration
2,651.24	770167	TW	In administration
2,329.82	754566	AP	Mutli-debtor
1,800.00	771590	PB	Legal advice
1,441.21	760156	HR	Health issues
1,300.00	773593	SH	Local Authority Error
1,043.67	762585	HR	Health issues
935.13	755178	AP	Multi-debtor
875.00	752545	AP	Admin Penalty from 2015 - Multi-debtor
866.97	746422	AP	Admin Penalty from 2013 - Multi-debtor
769.05	751722	AP	Admin Penalty from 2014 - Multi-debtor
437.81	746108	AP	Admin Penalty
387.22	752871	AP	Mutli-debtor
317.85	770208	TW	Service ceased
315.00	771939	PB	No monies
307.55	769430	TW	Ceased trading
302.63	771255	TW	Contract terminated
294.00	771918	PB	No monies
271.72	769292	GA	Notice to Quit given
236.82	770246	TW	Contract terminated
229.28	770300	TW	Contract terminated
223.95	770231	TW	Contract terminated
212.82	765791	GA	N/Q issued - Garage rental
206.96	770294	TW	Contract terminated
175.00	757342	AP	Admin Penalty
160.32	770218	TW	Contract terminated
155.86	770639	TW	CVA
148.56	770834	TW	Town Hall Hire - In administration
128.03	770649	TW	Contract terminated
109.01	770114	TW	Contract terminated
107.50	755180	WS	Deceased- water sampling fees
103.20	772227	EC	No Trace
102.55	770035	TW	Contract terminated
100.00	755292	AP	Mutli-debtor
96.80	770121	TW	Service ceased
91.59	769486	TW	Contract terminated
90.36	769910	TW	Contract terminated
85.45	769992	TW	Service ceased
82.46	770291	TW	Contract terminated
80.32	770465	TW	Service ceased
77.50	770720	WS	No forwarding address
73.20	772988	TW	No Trace
69.02	769284	GA	Tenancy terminated
66.45	770100	TW	Contract terminated
66.05	769743	TW	Service ceased
65.09	755581	WS	Not occupied since June 2017 - now out of area
53.75	762777	WS	No forwarding address

SUNDRY DEBTOR WRITE-OFFS 2018-19

Amount £.p	InvoiceNo	Debt Type / Service Area	Reason for Write Off
47.40	772802	HR	No Trace
33.28	770050	TW	Contract terminated
30.17	769367	GM	Tenancy terminated
30.13	770172	TW	Contract terminated
26.30	760299	WS	Not at this addres 2016 debt
83.60			15 Cases Under £25.00

29,095.26 Total Sundry Debtor Write Offs 2018-19

KEY: Debt Type

AP	Admin Penalty	WS	Water Samling
GA	Garage Rents	GM	Grounds Maintenance
EC	Garage Sites	HR	Human Resources
SH	Strategic Housing	PB	Hire of Public Rooms
TW	Trade Waste		

HOUSING BENEFIT WRITE-OFFS 2018-19

Amount £.P	Invoice Number	Reason for Write Off
13,274.89	4587	Returned from external collectors
7,570.04	5149	Returned from External Collectors
3,802.22	6725	Returned from External Collectors
2,248.98	6964	No Trace - Mutli debtor Ctax
1,519.94	6673	Returned from External Collectors
1,502.56	6444	Returned from External Collectors
1,271.53	6297	Returned from External Collectors
1,256.16	4124	Returned from external collectors
1,104.77	5861	Returned from External Collectors
913.50	5207	Returned from External Collectors
832.68	6455	Returned from External Collectors
782.48	6529	Returned from External Collectors
748.91	6764	Returned from External Collectors
732.45	5472	Returned from External Collectors
726.84	6791	Returned from External Collectors
683.76	6672	Returned from External Collectors
606.57	6723	Returned from External Collectors
605.04	6615	Returned from external collectors
550.00	6844	Returned from External Collectors
371.32	6802	Returned from External Collectors
366.09	6899	As per benefits team Leader
359.50	6969	In Prison
342.60	6542	Returned from External Collectors
316.17	6711	Returned from External Collectors
293.74	7082	No Trace
259.62	6452	Returned from External collectors
236.19	6056	Returned from External Collectors
201.92	6947	No forwarding address
195.62	6611	Returned from External Collectors
161.10	6938	No forwarding address
141.48	6446	Returned from External Collectors
130.48	5792	Returned from external collectors
109.20	6823	Returned from external collectors
97.81	6576	Returned from External Collectors
90.20	6583	Returned from External Collectors
89.67	6757	Returned from External Collectors
84.77	6793	Returned from External Collectors
63.53	6683	Returned from external collectors
53.82	6702	Returned from External Collectors
34.52	6806	Returned from External Collectors
33.12	7005	Deceased - small balance
32.92	5064	Returned from External Collectors
28.37	6307	Returned from external collectors
26.09		6 Cases Under £25.00

44,853.17 Total Housing Benefit Write Offs 2018-19

COUNCIL TAX WRITE-OFFS 2018-19 - DELGATED AUTHORITY: Collection Fund

Amount £.p	Reference	Reason for Write Off
3,834.49	1004890483X	Gone away
3,525.97	10009820056	Gone away no trace (poss deceased)
3,172.38	10049084682	IVA
2,930.81	10048905415	Gone away economic recovery
2,765.53	1004905276X	Deceased/No estate.
2,508.02	1004906884X	Gone away
2,326.73	10048952782	IVA
2,302.05	10049115458	Gone away no trace
2,106.93	10048913143	Gone away economic recovery
2,038.40	10049173835	IVA
1,957.84	10048949353	Gone away no trace
1,949.65	1004893505X	IVA
1,888.21	10048980353	Gone away no trace
1,725.92	10049006792	Gone away no trace
1,681.25	10048654420	Gone away
1,677.72	10049104070	Gone away no trace
1,533.20	10049104787	Gone away no trace
1,525.26	10049127554	IVA
1,381.20	10048877627	Gone away poss in Portugal
1,356.26	10049092722	Gone away no trace
1,247.54	10049111625	IVA
1,235.14	10049105343	Gone away no trace
1,226.60	10033013353	DRO
1,160.67	1004909677X	IVA
1,152.00	10049042566	Bankrupt
1,091.61	10048480978	DRO
1,026.02	1004890538X	Gone away no trace
935.64	10049190468	Gone away no trace
916.44	10049223332	Gone away no trace
913.17	10049211263	Gone away no trace
906.88	10049051450	IVA
858.90	10049188633	Co in administration
854.53	10048725189	Deceased
809.21	10049123712	Gone away no trace
809.19	10049159931	Bankrupt
801.49	1004883342X	Gone away economic recovery
779.84	10049096368	Gone away poss in USA
759.81	10048534593	Gone away
757.04	10049088719	Gone away
735.00	10049004245	Bankrupt
721.09	1004918071X	Gone away no trace
717.89	10049173693	Gone away (poss in Hungary)
686.01	10049064024	Gone way no trace
675.71	10049159762	Gone away , Kenya
642.23	10049222794	Gone away no trace
621.74	10049138430	Individual Voluntary Arrangement
616.33	10049115340	Gone away no trace
576.47	10049191033	Gone away, now in Scotland

COUNCIL TAX WRITE-OFFS 2018-19 - DELGATED AUTHORITY: Collection Fund

Amount £.p	Reference	Reason for Write Off
570.65	10048704590	Gone away no trace
569.64	10049026868	IVA
560.68	10049227227	Deceased
549.25	10048742374	Debt Relief Order
546.59	10048762510	Gone away no trace
504.79	10049239172	Property abandoned, owner abroad
504.32	10049205974	Gone away no trace
500.20	10049027219	Gone away
499.69	1004825035X	DRO
490.50	10049193277	Gone away no trace
485.59	1004914884X	Gone away no trace
478.81	10049167849	Gone away no trace
464.39	10049154522	Company liquidated no assets
464.13	10048899865	Deceased
463.09	10049164261	Gone away no trace
456.73	10049190477	Gone abroad no trace
435.00	10049232639	IVA
426.45	10048595340	DRO
416.52	10048558642	Deceased
413.13	10049056476	Gone away no trace
411.19	10048720412	DRO
404.07	10049105316	Gone away no trace
400.00	10048676453	Gone away no trace
393.11	10049054911	Bankrupt
390.23	1004916976X	In prison
386.12	10049089788	Gone away no trace
365.67	10049114882	Gone away no trace
355.75	10049212311	Gone away no trace
348.11	10048120175	Gone away
347.56	10049054911	Bankrupt
346.96	10049121382	DRO
317.16	1004918185X	No trace
288.05	10049084889	Gone away no trace
286.34	10048971638	Gone away no trace
279.00	10049180021	Gone away no trace
278.50	10049204576	Gone away no trace
267.83	1004914072X	Gone away - Spain
255.60	10049213925	Gone away no trace
252.97	10049190987	No trace
238.75	1004911255X	Disputed liability, unenforceable
238.65	10049201838	Gone away no trace
236.59	1004912863X	Gone away no trace
232.27	10049210464	Gone away no trace
231.22	10048190470	Deceased
229.85	10049137426	Gone away no trace
229.46	10049013597	Gone away poss in Hungary
225.29	10049182891	DRO
223.20	1004876942X	Gone away no trace

COUNCIL TAX WRITE-OFFS 2018-19 - DELGATED AUTHORITY: Collection Fund

Amount £.p	Reference	Reason for Write Off
219.80	10049177452	Gone away no trace
216.37	10049157654	Gone away no trace
215.87	10049176493	Gone away no trace
197.01	10048861663	Deceased
193.33	10049143664	Gone away no trace
192.69	10049202744	In Canada, no response
190.29	10049172455	Gone away poss in Southampton
180.39	1004917748X	DRO
171.59	10049162627	Gone away (poss in Hungary)
170.94	10049116275	Gone away no trace
167.97	10049165946	Deceased
166.70	10049209312	Gone away no trace
164.93	10049203178	Gone away no trace
153.68	10049008748	Gone away
150.52	10049192010	Company Struck off
150.00	10049002164	Gone away no trace
145.90	10049188571	Gone away no trace
144.74	10049208291	Gone away no trace
138.00	10049137239	Gone away
136.26	10049165991	Gone away no trace
121.00	10049103594	Gone away no trace
121.00	10019353250	DRO
120.22	10049182345	Gone away no trace
119.77	10049160724	In prison
117.60	10049169625	Gone away no trace
117.04	10049212269	Gone away
108.15	10048403635	Deceased
107.13	10048925849	Gone away
106.12	10049047957	Gone away no trace
104.82	10049169661	Gone away no trace
100.28	10049191973	Gone away no trace
96.87	10049143225	Gone away
90.27	10049196489	Gone away, Slovakia
88.93	10049175175	Gone away no trace
84.00	10049151268	Gone away no trace
83.58	10049098654	Gone away no trace small bal.
80.82	10049084978	Gone away
80.62	1004917721X	DRO
80.00	10049176822	No trace
61.73	10048643867	Deceased
61.35	10048780953	Small bal/gone away (Spain)
57.98	10049132035	In prison
53.97	10049228536	sm bal/no trace
46.09	10048640468	Gone away no trace
44.04	10048621389	Small balance/gone away
42.13	10049089385	Small balance gone away
38.48	10049110989	Small balance gone away
35.22	10048963874	Small balance gone away

COUNCIL TAX WRITE-OFFS 2018-19 - DELGATED AUTHORITY: Collection Fund

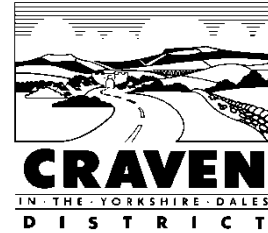
Amount £.p	Reference	Reason for Write Off
34.89	10049201749	Small balance/gone away
33.34	10049157770	Gone away/small balance
30.97	10049002511	Small balance/Gone away
29.94	10048912522	Deceased
25.00	10049096036	Small balance/gone away
169.83		9 Cases Under £25
<hr/>		
92,841.82	Total Council Tax Write-Offs 2018-19	

NNDR WRITE-OFFS 2018-19

Amount £.p	Reference	Reason for Write Off
49,644.35	50006399463	Co in adminstration, no assets
3,246.74	50006355838	Co liquidated
1,816.97	50006345376	Creditors Voluntary liquidation
1,640.29	50006394896	Company liquidated, no assets
725.92	5000637586X	Company liquidated
210.52	50006392812	Company struck off
208.01	50006385820	In administration
180.28	50006381551	Company liquidated
7.27	50006396251	Co liquidated/small balance
<hr/>		
<u>57,680.35</u>	Total NNDR Write-Offs 2018-19	

Policy Committee – 23rd July 2019

Collaboration Agreement with North Yorkshire County Council for the provision of support to homeless people.



Report of the Director of Services

Lead Member: Richard Foster

Ward(s) affected: All

1. Purpose of Report:

- 1.1 To seek member approval for the Council to enter into agreement with North Yorkshire County Council and the other 6 North Yorkshire District/Borough Councils to provide a housing authority led 'in-house' support service to homeless people. This service shall replace the existing externally commissioned provision currently provided by Horton Housing.
- 1.2 The report explains the background to this recommendation and sets out the legal, financial and staffing implications for the Council.

2. Recommendations – Members are recommended to:

- a) Note the report and agree in principle to enter into a collaboration agreement for the delivery of support to homeless people;
- b) Give delegated authority to the Director of Services to sign the collaboration agreement in consultation with the Solicitor to the Council.
- c) Agree to accept an annual grant payment of £48,854 (+3% inflationary uplift) for the next 5 years in respect of the provision of this service.

3. Introduction

- 3.1 The Council has various statutory duties towards the homeless including the prevention and relief of homelessness and the provision of temporary accommodation to homeless people. The recommendations contained within this report support the delivery of these duties and form a key element of the Councils homeless strategy.

4. Background & Issues

- 4.1 For many years homelessness related support services have been commissioned by NYCC through the Supporting People Programme. Supporting People was a ring-fenced grant paid to upper tier authorities to pay for housing related support for

homeless and vulnerable people. The ring fence for this grant was removed some years ago however various services continue to be funded via NYCC as a legacy of this programme.

- 4.2 A key service commissioned through the use of this money is a support service for homeless and vulnerable people. The Homeless Prevention Support Service (HPSS) supports those who are experiencing difficulties in their housing situation, or who are homeless or at risk of becoming homeless in North Yorkshire with the aim of achieving positive outcomes and developing or sustaining a person's capacity to live independently within the community, thus preventing loss of their home or tenancy
- 4.2 Within the District the service is currently provided by Horton Housing. It provides support to 30 homeless households across the District at any one time including 9 in temporary accommodation. The value of this contract for the Craven District is £86,875 per annum.
- 4.3 The provision of this service provides a core element of the Councils Homeless Strategy. It helps the Council to meet its statutory duties to prevent and relieve homelessness and ensures that all households provided with temporary accommodation are provided with a support worker 'by default' as part of the services offered by the Council.
- 4.4 The provision of support to homeless people both in temporary accommodation and within the wider community is essential. The service helps the Council to keep homeless numbers (and associated cost) down. It also ensures that temporary accommodation is sustained for the client through the provision of key services (e.g. support with income maximisation, reducing failed tenancies, helping with living skills, helping clients access key services, helping clients to move on etc.).
- 4.5 The contract for this service expires at the end of September 2019. Throughout 2017/18 NYCC have undertaken a transformational review of the service and their executive have determined that significant savings (44% of the total budget) need to be made. This means that the countywide budget for the service is reducing from £1.15M to £654K from October 2019. At the local level the budget is reducing from £86,875 to £48,875.
- 4.8 NYCC have made this decision as they need to make savings of £7.5m over the next two years. Difficult decisions are therefore being made regarding services that are not the County Council's "prime responsibility" in order that their own statutory duties to the most vulnerable can be met.
- 4.9 The timing of the decision is unfortunate as these savings are being made by NYCC at a time of increased levels of homelessness (both locally and nationally) and increased legal responsibilities on Councils to tackle this issue. Later this year, members shall be asked to consider a new Homeless and Rough Sleeping Strategy for the District that sets out plans to address these challenges in more detail. Finding a solution to best mitigate the impact of these changes has therefore been a priority for officers both within the housing authorities and the County.

- 4.10 NYCC looked at a number of options as to how the service could operate going forward within the context of a reduced budget. These included an NYCC led 'in-house' delivery model linked to their 'Living Well Service' or a one year extension of current contracts at a reduced value.
- 4.11 Through our negotiations it was clear that neither of these options were satisfactory because the future direction, emphasis and sustainability of the service remained uncertain. As a result an alternative proposal was put forward to deliver an 'in-house' service by the District /Borough Councils. In April NYCC confirmed their acceptance of this proposal.
- 4.12 This approach relies on the Upper Tier and Lower Tier Authorities entering into a collaborative agreement and pooling their expertise and resource for a common goal; the prevention of homelessness.

5.0 Consultation

- 5.1 NYCC consulted with the Housing Authorities and providers throughout the transformational review process during which the implications of reduced services were set out.
- 5.2 NYCC have negotiated with the Districts on alternative service delivery models.

6.0 Assessment

6.1 The New Service Proposal

- 6.1.1 It is recommended that from 1 October 2019 NYCC and the 7 District/Borough Council's enter into a new collaboration agreement. The purpose of this agreement shall be to set out the common and shared aims around preventing homelessness, set out how the residual funds shall be distributed and spent and set out the roles and responsibilities of all parties. This includes a joint protocol around how existing prevention services within NYCC complement and enhance the homeless prevention service. The agreement would include referral and liaison arrangements between the different authorities and embed legal requirements around the new duty to refer and co-operate.

6.1.2 The Heads of Terms for this Agreement are:

- All Districts shall sign up to a single agreement with NYCC
- NYCC shall transfer over to the districts the residual funding (£654K in total)
- Selby DC shall act as the lead authority for the receipt of this money and distribute out to the districts on a pro-rata basis (£48,875 to this Council).
- The agreement shall be for 5 years with a rolling annual extension period.
- Payments shall increase by 3% per year
- These funds can only be spent on the intended purpose.
- Either party may terminate on giving 12 months' written notice.

- Staff employed by the existing service provider fall under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), if applicable.
- The Districts/Districts are liable for any potential redundancy costs that may be required further to the transfer, if applicable.

6.1.3 The Districts have worked up a service specification that sets out how the service shall operate going forward. This specification protects the provision of support to households within temporary accommodation at existing levels however inevitably reduces the level of service provided within the wider community. In very simple terms the service will deal with the same number of households but for a shorter period of time. A draft specification is included as an appendix to this report.

7. The New Service Proposal

- 7.1. The District Council led delivery model brings with it a range of positive benefits that help offset the negative implications of a reduced level of funding overall.
- 7.2 The Council already provides statutory services in relation to homelessness. The integration of this support service into the housing options service would enable further enhancement and improvements going forward and reduce duplication of work. For example one single assessment process would be used through existing housing options service assessment arrangements. This means that support workers can focus on the delivery of personalised housing plans and supporting those in temporary accommodation.
- 7.3 The Districts have the specialized housing knowledge and experience required to provide this type of service to chaotic vulnerable people including expert housing advice on landlord and tenant law, homelessness duties, Universal Credit, mortgage arrears, North Yorkshire Home Choice allocations policy etc.
- 7.4 An IT system is already in place which allows the use of customer portals to increase efficiency by enabling customers to provide information electronically and update the system to show when they have completed tasks on their Personal Housing Plans. In addition the system can be adapted to gather any monitoring information required by NYCC.
- 7.5 Office accommodation is available at Aireview House, the Council's temporary accommodation provision in Skipton.
- 7.6 There is a requirement to provide a drop in service as part of the service specification. There is no capacity to provide this at Aireview House or Belle Vue Mill which means that the Council will have to rent provision elsewhere incurring a cost which is as yet unknown.

8.0 Implications

(a) Policy

The provision of housing support for homeless people forms a core element of the Councils Homeless Strategy and supports legal obligations around the prevention and relief of homelessness.

(b) Financial

The report highlights that £48,875 per annum (plus an inflationary uplift) shall be paid to the District in the form of a grant payment.

These funds would be spent as follows:

Direct Salary costs + employer oncosts	£ 39,340	(calculated)
Central Resource costs	£ 500	(estimate)
IT/telephony	£ 250	(estimate)
Mileage/travel/training	£ 1,000	(estimate)
Accommodation	£ 1,000	(estimate)
Managers Costs (10%)	£ 4,000	(estimate)
Drop in Provision (rental of premises)	£ 1,335	(estimate)
TOTAL	£ 47,425	

There will be one off additional costs in year one for the purchase of laptops of £2,000 and telephones of £500. These costs could be met through use of the homeless prevention fund government grant funding.

This level of funding would be sufficient to cover the cost of employing 1.5 FTE support workers in total.

The report highlights that the current value of the existing service is £86,875. These funds are used by the existing provider to employ 1.5 FTE Support workers and 1 FTE manager. The reduced funding means a reduction in staffing numbers under the new arrangements. Delivery of front line service is the priority and therefore the support worker posts will continue to be funded, with the manager post no longer required.

Based on the initial information received from the current provider, we do not believe that there are any redundancy costs for the Council as the manager has not been in post long enough to qualify for the full range of TUPE benefits including redundancy.

Whilst the Council has no redundancy costs at the point of transfer, there may be at the end of the 5 year funding period if NYCC do not continue the funding or reduce the contract value further. Based on the initial information provided we estimate that those redundancy costs could be in the region of £8,750. In order to fund redundancies, any annual under spend from the HPSS funding should be set aside

and reserved. There could also be an option to set aside monies from the homeless prevention fund government grant funding.

c) Legal

The Council is asked to enter into a 5 year Collaboration Agreement with the other Councils on the terms of which are set out in this report. A draft agreement is being prepared by Scarborough Council on behalf of the other districts but has not been made available to the Councils for comment at the time of this report.

d) Staffing Issues

Staff currently employed by the existing provider are protected Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). This means that they shall be transferred over to the Districts on existing terms and conditions from 1 October 2019.

Currently 1.5 FTE support staff are employed by the existing service provider, and it is proposed that the Council agrees to transfer this number of staff.

In the event that none of the existing staff transfer, then the Council will offer these vacancies to staff employed on the current contract elsewhere in North Yorkshire that are facing redundancy, or advertise the vacancies.

If the posts have to be advertised then new Job Descriptions will have to be created and Job Evaluation take place. This may result in a higher salary being awarded to the posts than that paid by the current provider. In that event, the hours of employment would have to be varied in order to ensure that staffing costs could be met from the grant payment.

8. Contribution to Council Priorities:

“RESILIENT COMMUNITIES - creating sustainable communities across Craven”

9. Equality Analysis:

The provision of services for homeless people will have a positive impact in terms of Equalities and Diversity issues.

10. Consultations with Others: Financial Services, Legal Services, North Yorkshire County Council.

11. Risk Management

Should Craven District not sign up to the Collaboration Agreement, NYCC have confirmed that no alternative provision will be sought, and NYCC will take the £48,875 as savings. This would leave no support service for homeless and vulnerable people in the District.

This presents a high reputational risk to the Council with both NYCC, the other district/borough councils, the Ministry of Housing, Communities and Local Government, partners and stakeholders. There is an increased risk that future funding bids from MHCLG would not be successful as we could be seen to have not maximised our opportunities to secure funding for revenue services to prevent homelessness.

As already stated, this service plays an essential role in reducing demand and ensuring that the provision of temporary accommodation is viable and sustainable. Without this service continuing there is a very real risk that the numbers of people becoming homeless would increase along with the demand for temporary accommodation which has a revenue implication for the Council.

12. Access to Information : Background Documents:

None

13. Author of the Report:

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14. Appendices:

Draft Service Description



HOMELESS PREVENTION FOR VULNERABLE PEOPLE COLLABORATION

MARCH 2019

INTRODUCTION

- 1.1 The Homeless Reduction Act sets out the importance of enhanced joint working and integration between Housing Authorities and Health and Social Care in relation to the development and implementation of homeless prevention strategies and gives a Duty to Refer to North Yorkshire County Council. The Act further bolsters existing legal requirements on Local Authorities under the Care Act 2014 prevention duties.

2.0 THE SERVICE

- 2.1 The District and Borough Councils will provide a homeless prevention service to a range of vulnerable adults including people with mental health problems, alcohol or substance misuse learning disabilities and other social care needs.
- 2.2 The service will be a flexible model that provides immediate and emergency responses to those who are threatened with homelessness, homeless or rough sleeping; a tailored support service for vulnerable and chaotic people and a stronger multi-agency approach to meeting complex needs and services which prevent homelessness.
- 2.3 The service will be part of the range of homeless preventions services that Housing Authorities provide, which include;
- loans/grants
 - discretionary housing payments
 - Housing Benefit, DWP links,
 - bonds, rent in advance
 - Prevention Pot to assist with the prevention of homelessness.
 - Access to Credit Unions
 - Access to Affordable Housing
 - Private rented schemes and initiatives
 - Specialist housing law advice.
- 2.4 The service will develop more effective pathways by building stronger relationships between District/Borough Council officers and relevant NYCC officers such as Living Well, Care and Support, Income Maximisation team and Mental Health staff.
- 2.5 This agreement is for the delivery of an innovative homelessness prevention service for vulnerable persons experiencing difficulties in their housing situation, or who are in transition from actual or threatened homelessness, or who are homeless or at risk of becoming homeless in North Yorkshire with the aim of achieving positive outcomes and developing or sustaining a person's capacity to live independently within the community, thus preventing loss of their home or tenancy.
- 2.6 This service is to be delivered to those aged 18 and over at risk of homelessness and should be flexible to be able to respond quickly to the diverse range of situations that people who require services are experiencing.

2.7 There are 2 elements to the support service:

- **Element 1** - Support to people in designated Local Authority temporary accommodation
- **Element 2** - Short term focussed housing related support

2.6 Priority for access to the service will be given to those people living in temporary supported accommodation designated by the local housing authority.

2.7 ELEMENT 1 – SUPPORT TO PEOPLE IN DESIGNATED LOCAL AUTHORITY TEMPORARY ACCOMMODATION

2.8 Support will be provided for those people in designated Local Authority temporary supported accommodation and the emphasis is to be placed on ensuring clients move through the service effectively to achieve best outcomes.

2.9 ELEMENT 2 – SHORT TERM FOCUSED HOUSING RELATED SUPPORT

2.10 The Housing Authority will:

- Integrate the support service into the Housing Options team to ensure a seamless transition for clients needing access to the drop in and ongoing longer term support. External agencies to be advised to contact Housing Options for access to the support service with the responsibility around eligibility being with the Council.
- The service will deliver short term focussed housing related support (up to a maximum of three months, unless otherwise agreed for exceptional circumstances) through venues that are appropriate and accessible for individuals or other suitable methods. This needs to take account of accessibility for individuals living in rural areas.

The Local Authority will deliver a community support service for individuals where accessibility to the drop in is prohibited whether through age, disability, rurality or other special reason.

3.0 SUPPORT SERVICE REQUIREMENTS

3.1 The primary positive outcome for people receiving this service will be to enable them to maintain temporary accommodation allocated under the Homelessness Reduction Act, continue to maintain independent living or supported into accessing alternative accommodation. Dealing with the issues that put the individual(s) at risk of homelessness and those highlighted within a client's Personal Housing Plan or through formal housing advice.

3.3 Any Personal Housing Plan where support has been indicated and a support worker assigned will be reviewed on a regular basis with a clear demonstration of distance travelled. Support will be flexible with the ability to respond quickly to the diverse range and changing needs of the individual(s)

3.4 The support will be centred on

- **Assistance in setting up and maintaining a home**
- **Advice on an on-going basis or to prevent homelessness**
- **Well-being and general support**

4.0 SERVICE AVAILABILITY AND ACCESSIBILITY

4.1 Services will be provided during office hours (Monday – Friday 9.00.a.m 4.00.p.m.)

5.0 ORGANISATIONAL AND STAFF REQUIREMENTS

5.1 The Local Authority will employ suitable personnel with relevant skills supported by appropriate training and supervision to deliver services and will be responsible for recruitment, selection, management, training and support for staff and volunteers to ensure:

6.0 OUTPUTS

6.1 Housing authorities will monitor information and share on a county basis through the County Homelessness Group and report through to the Chief Housing officers Group

6.2 Key performance information will be provided on a quarterly basis.

- **Service throughput**
- **Number of clients supported in Local Authority temporary accommodation**
- **Reasons for assistance**
- **Number of clients receiving Short-term focussed housing related support**

6.3 The Local Authority reserves the right to change its performance monitoring requirements, in line with national and local guidance and imperatives.

7.0 STRATEGIC OUTCOMES

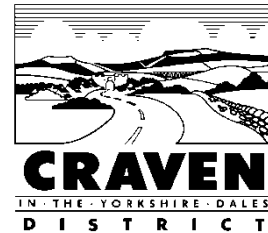
7.1 The service will be expected to contribute to the following wider strategic outcomes and priorities that would be relevant to this service.

<p>York, North Yorkshire & East Riding Housing Strategy</p>	<p>Priority 7 – Continue to reduce homelessness:</p> <ul style="list-style-type: none"> • Continue and improve partnership working to prevent homelessness. • Improve access to prevention and Housing Options services. • Improve support for young people. • Increase suitable housing options. • Reduce the use of temporary accommodation and improve quality
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	Priority 9 – Provide appropriate housing and support for those with specific needs: <ul style="list-style-type: none"> Identify new and improved opportunities to provide housing and support for households with specific needs. 	
Public Health	Objectives	Indicators
	Improvements against wider factors which affect health and wellbeing and health inequalities	Statutory homelessness Social Isolation
	People are helped to live healthy lifestyles, make healthy choices and reduce health inequalities	Smoking prevalence Successful completion of drug treatment <ul style="list-style-type: none"> Self-harm Diet Alcohol related admissions to hospital
North Yorkshire Joint Health & Wellbeing Strategy 2015-2020	Theme	Expected outcome
	Live Well	Fewer people living in poor quality or inappropriate housing
North Yorkshire's Mental Health Strategy 2015-2020	Priorities Reaching out: recognising the full extent of people's needs	Actions We will work with partners in Hospital Services, District Councils, Housing Services, Employment Services, National Parks and the Police to ensure that mental health and wellbeing is properly embedded in their strategies and plans.

Policy Committee –23rd July 2019

Proposed Transfer of Allotments to Skipton Town Council



Report of Director of Services

Ward(s) affected: Skipton North.

Lead Member: Cllr P Mulligan (Finance)

1 Purpose of the Report

- 1.1 To seek approval for land at Aireville Park & Granville Street, to be transferred to Skipton Town Council as allotment land under a 125 year lease (at a peppercorn rent).

2 Recommendations

Members are recommended to:-

- 2.1 Authorise the Director of Services to transfer two parcels of land at Aireville Park, Skipton BD21 1RT & Granville Street Skipton.BD23 1QP outlined in the site plans at Appendix A and used as allotment land under a 125-year lease to Skipton Town Council.
- 2.2 Give delegated authority to the Director of Service, in consultation with the Monitoring Officer and the Lead Member for Financial Sustainability, to deal with any objections that may arise from the Notice of Intended Disposal.

3 Report

- 3.1 The land at Aireville Park & Granville Street outlined in Appendix A is owned by Craven District Council and is used as allotment gardens consisting of 17 and 6 units of various sizes respectively.

The Aireville Park site is 0.2258 hectares, Granville Street is 0.1 hectares.

- 3.2 The Council has been approached by Skipton Town Council and asked to consider transferring the management of allotment land at Aireville Park and Granville Street to the Town Council.
- 3.3 Skipton Town Council wish to improve the sites physically and their allotment service in general and the transfer would provide a wider choice and availability.

AGENDA ITEM 10

- 3.4 Craven District Council does not have allotment functions in a place where there is a parish council or parish meeting whereas Skipton Town Council are obligated to provide such a service where there is a demand and they already manage allotments.
- 3.5 Craven's Asset Management Plan acknowledges that in circumstances like this, alternative approaches to management need to be identified to ensure the longevity of the asset and gain best value through their use and maintenance. The opportunity to lease this land to the Town Council provides a structured process to ensure value for money for the Council but also continues to serve the needs of the local community.
- 3.6 Craven Council is therefore minded to transfer the sites to the Town Council given it is a parish function and they currently have arrangements in place to manage allotments in Skipton. The transfer would allow for a small amount of Craven Council's support staff time to be diverted to other property maintenance activities. The loss of income to the Council is mitigated by a reduction in maintenance costs.
- 3.7 Annual maintenance costs are estimated at approximately £800 per annum excluding management and administration costs. This is an average of recent annual expenditure and covers the cost of sundry repairs to the facility.
- 3.8 Presently the two sites generate a potential combined income of £1,000 per annum which contributes to the maintenance and management costs. Vermin infestation is presently unresolved and accounts for a high turnover of tenants and the void rate.
- 3.9 It is proposed that a 125-year lease at a peppercorn be granted to Skipton Town Council on the strict understanding that there is no change of use of the land as allotments.
- 3.10 The provision of allotment sites is important and should therefore be maintained. A lease to the Town Council, including a restriction on use to allotment purposes for the benefit of those living in the locality is considered the most appropriate and sensible solution.

4 Financial Implications

- 4.1 The Council currently pays to maintain the facility. There is also a small insurance premium so the annual saving to the Council is estimated at £565 per annum.
- 4.2 The proposed rent is a peppercorn if demanded.
- 4.3 The Town Council will be required to pay its own legal costs and disbursements in preparing and completing the lease. This includes the costs of the notice of intended disposal of public open space, estimated to be approximately £1,000.
- 4.4 Transferring the land by way of a lease to the Town Council will take away the maintenance liability from the Council.
- 4.5 Asset Valuation is £16,000 (Aireville £6,000, Granville Street £10,000). Potential income if fully let is approximately £1,000 which is offset by maintenance costs.

AGENDA ITEM 10

5 Legal Implications

- 5.1 Schedule 29 of the Local Government Act 1972 provides that in a place where the functions under the Allotments Acts would be exercisable both by the district council and parish council or parish meeting those functions shall not be exercisable by the district council.
- 5.2 The Council can dispose of land at an under value under the General Disposal Consent 2003 (issued by the Secretary of State) in order to secure the promotion or improvement of the economic, social or environmental wellbeing of its area subject to the condition that the under value does not exceed £2,000,000.
- 5.3 Under the Scheme of Delegation to Officers any asset with estimated proceeds of less than £100,000 can be disposed of by the Strategic Manager, in consultation with the relevant local ward member(s), the Director of Services, Chief Financial Officer and the Monitoring Officer. If the estimated proceeds are more than £100,000 or the disposal is to be at an under value, the disposal must be approved by the Council's Policy Committee.
- 5.4 In this case because the asset is being disposed of at an under value the matter is brought to Policy Committee.
- 5.5 As the allotment site at Aireville Park is held for the purposes of section 164 of the Public Health Act 1875 (pleasure ground) a notice of intended disposal of public open space under section 123 of the Local Government Act 1972 will have to be published and any objections to the proposed disposal considered by the Council.

6 Contributions to Corporate Priorities

- 6.1 The proposals in this report support the Council priorities of "Financial Sustainability"

7 Author of the Report

John Trenor, Commercial Surveyor (MRICS MISVA Registered Valuer),
jtrenor@cravendc.gov.uk,
01756 706329

8 Appendix

Appendix A – Site Location Plan

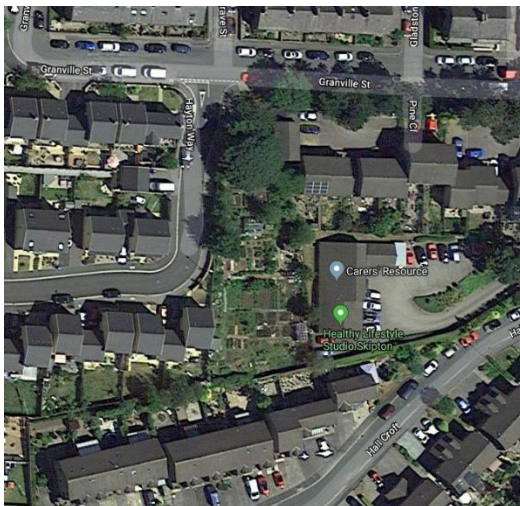
AGENDA ITEM 10

Appendix A – Site Plans

Aireville Allotments:



Granville Street Allotments:



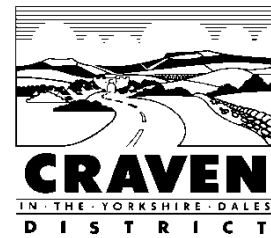
Policy Committee – 23 July 2019

Leeds City Region Statement of Common Ground

Report of the Strategic Manager Planning and Regeneration

Lead Member – Cllr Richard Foster

Ward affected: Wards in the Craven Planning Authority



1. Purpose of Report

- 1.1 To introduce the Leeds City Region Statement of Common Ground that meets our requirements under the National Planning Policy Framework.

Recommendations

Members are recommended to:

- 2.1 To approve the Leeds City Region Statement of Common Ground for adoption;
- 2.2 Authorise the Leader of the Council to sign the Leeds City Region Statement of Common Ground on behalf of the Council.

3. Background

- 3.1 The Leeds City Region partner councils have prepared this Statement of Common Ground in response to the requirement as set out in the revised National Planning Policy Framework (NPPF) published on 24 July 2018.
- 3.2 Para 27 of the NPPF states – “In order to demonstrate effective and on-going joint working, strategic policymaking authorities should prepare and maintain one or more statements of common ground, documenting the cross-boundary matters being addressed and progress in cooperating to address these. These should be produced using the approach set out in national planning guidance, and be made publicly available throughout the plan-making process to provide transparency.”
- 3.2 Interdependencies and commuting movements are complex and have resulted in a strong history of collaboration on spatial planning issues across the Leeds City Region. The polycentricity of the sub region has driven patterns of growth and our collective approach to planning. Our approach is to prepare complementary local plans that collectively reflect a shared ambition for inclusive and sustainable growth.
- 3.3 The Statement of Common Ground summarises the current situation across the Leeds City Region including the aggregate number of houses and jobs that our local plans are working towards. This Statement of Common Ground does not commit Craven to any further growth now or in the future than is already contained in the emerging Local Plan. Para 6.4 of the Statement of Common Ground states that “For the avoidance of doubt, based on current plan targets (some draft) there is no housing shortfall or distribution of unmet need required. “

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- 3.4 Craven is part of the Bradford housing market and our labour market spreads beyond our boundaries and all of these have a significant influence on the development of planning policies of the area. Collectively all authorities require a mechanism to coordinate these issues.

4. **Financial Implications**

There are no financial implications resulting from this report

5. **Legal Implications**

Para 27 of the NPPF requires at least one statement of common ground to be produced

6. **Contributions to Corporate Priorities**

The proposals in this report support the Council priority of “Enterprising Craven”.

7. **Risk Management**

There are no risks to the Council or to Craven arising from this report.

8. **Consultation with Others**

9. **Appendices**

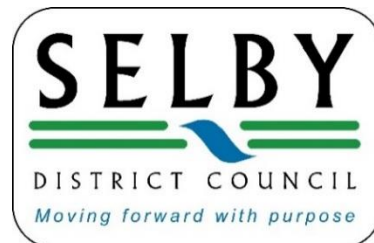
Annex One - Leeds City Region Statement of Common Ground

10. **Author of the Report**

David Smurthwaite Strategic Manager Planning and Regeneration
dsmurthwaite@cravenc.gov.uk 01756 706409

Leeds City Region Statement of Common Ground

August 2018



1.0 Introduction

- 1.1 The Leeds City Region partner councils have prepared this Statement of Common Ground in response to the requirement as set out in the revised National Planning Policy Framework (NPPF) published on 24 July 2018.
- 1.2 The approach set out in this Statement of Common Ground is in accordance with the requirements within the Government's Planning Practice Guidance.

2.0 Geographical Area

- 2.1 It has been jointly determined that this Statement of Common Ground will cover the geographical area of the Leeds City Region. The justification for the choice of this geography includes:
 - The existence of governance frameworks which support the Leeds City Region, including the Leeds City Region Local Enterprise Partnership (LEP), West Yorkshire Combined Authority and associated Panels.
 - The existence of a comprehensive evidence base and a shared policy position on economic growth as set out in the Strategic Economic Plan (SEP) based on a Leeds City Region geography.
 - The existence of well-established, common approaches and tools used by authority partners in the Leeds City Region to address duty-to-cooperate requirements, (as set out in the Leeds City Region Statement of Cooperation for Local Planning (Revised 2018)).
- 2.2 The constituent members of the Leeds City Region are 'parties' responsible for developing and maintaining the Statement of Common Ground.

Parties

Barnsley Metropolitan Borough Council
City of Bradford Metropolitan District Council
The Borough Council of Calderdale
Craven District Council
Harrogate Borough Council
The Council of the Borough of Kirklees
Leeds City Council
Selby District Council
The Council of the City of Wakefield
City of York Council
West Yorkshire Combined Authority
North Yorkshire County Council

Figure 1 – Leeds City Region Statement of Common Ground Administrative Areas



3.0 Governance Process

- 3.1 This Statement of Common Ground will be approved and kept under review by the parties as listed in Section 2.2 of the Statement.
- 3.2 The West Yorkshire Combined Authority Place Panel provides oversight on joint-working on planning matters, all Leeds City Region partner councils are represented on this panel. The functions of the Place Panel include evidencing compliance with the statutory duty to cooperate in relation to planning of sustainable development.
- 3.3 The Leeds City Region Statement of Cooperation for Local Planning (Revised 2018) sets out the cooperation process in the Leeds City Region.

4.0 Monitoring and Review

- 4.1 This Statement of Common Ground will be kept under review and maintained to reflect the most up-to-date and readily available information.

- 4.2 When updating this Statement the adoption of neighbouring, or overlapping, statements of common ground covering other geographical areas will be reflected.

5.0 Leeds City Region Joint Working on Planning Matters

- 5.1 As a polycentric city region there are centres of different economic strength in the Leeds City Region including Barnsley, Bradford, Halifax, Harrogate, Huddersfield, Selby, Skipton, Wakefield and York which surround the economic core of Leeds.
- 5.2 Interdependencies and commuting movements are complex and have resulted in a strong history of collaboration on spatial planning issues across the Leeds City Region. The polycentricity of the sub region has driven patterns of growth and our collective approach to planning. Our approach is to prepare complementary local plans that collectively reflect a shared ambition for inclusive and sustainable growth.
- 5.3 An interactive infrastructure map has been prepared in partnership with all Leeds City Region partner councils for the purposes of sharing spatial information on infrastructure and planned growth. The map provides a collective position on current (or emerging) local plan growth and spatial priority areas. It can also be used to identify / illustrate cross boundary matters and to consider infrastructure needs and inter-relationships between infrastructure types.
- 5.4 Collaboration on planning matters results in better planning outcomes and is undertaken between partner councils in the Leeds City Region for a number of reasons, including:
- The main functional trends and drivers for change that affect places operate at a spatial scale above local authority level. Housing markets, commercial property markets, labour markets, business agglomeration effects and supply chains, travel to work areas, utilities networks and water catchments for example do not stop at local authority boundaries. In the context of the Duty to Cooperate, understanding these greater-than-local trends and engaging with partners to identify and resolve issues is essential.
 - There is a collective interest across partner councils in the success of the most strategically important places of growth, regeneration and change, including growth corridors, that will drive the city region's economy. Local policy development cannot be undertaken in isolation, partner councils within the Leeds City Region are actively engaged in identifying and promoting / delivering strategic priorities.
 - Planning policy at a local authority level relies, to some extent, on an evidence base and technical work developed across local authority boundaries because the matters being considered have cross boundary implications. Examples of this include economic forecasts, population and household projections, analysis of opportunities and constraints relating to infrastructure, supply and demand for minerals and data analysis on waste arisings. All of these areas of policy will benefit from technical work based on a geography that is wider than the local authority level.

6.0 Planning for Housing in the Leeds City Region

- 6.1 The unique geography of the Leeds City Region determines that the partner councils have a close, but not dependent, relationship on each other for accommodating housing need.
- 6.2 The existing and emerging suite of Local Plans set out the approach to meeting local housing need. In development of these plans partner councils consider what the most sustainable local patterns of development are, undertaking local green belt reviews where necessary.
- 6.3 There are specific settlements and areas of open countryside where cross-boundary cooperation on the most effective and sustainable patterns of development are required. These areas are an ongoing focus for detailed Duty to Cooperate work on a bilateral basis between partner councils.
- 6.4 With regard to housing need all Leeds City Region Local Planning Authorities are planning for their own need within their own Local Authority boundaries. For the avoidance of doubt, based on current plan targets (some draft) there is no housing shortfall or distribution of unmet need required.
- 6.5 Collective housing need for the Leeds City Region:
- 11,314 dwellings per annum (dpa) (local assessment of housing need as at September 2017)
 - 10,777 dpa (national assessment of housing need – standard formula as at September 2017)

Cumulative housing targets for the Leeds City Region:

- 13,611 dpa (Local Plan targets at March 2018 – some draft)

Refer to Appendix 1 for full local authority breakdown of housing need figures and targets.

7.0 Matters on Which Parties Agree

- 7.1 The following have been identified as matters on which the parties agree relating to the strategic matters of Inclusive Growth, Housing, Green belt, Employment, Transport, Minerals and Waste and Green and Blue Infrastructure.

Inclusive Growth

Parties agree to:

- 1) maintain progress on local plans in line with indicative timetables to ensure we are collectively and proactively planning for inclusive / sustainable growth.
- 2) work towards alignment of local plan timescales recognising the benefits of alignment for cross-boundary working.
- 3) maintain and strengthen the existing robust and proportionate evidence base to give a clear understanding of economic forecasts, housing needs, infrastructure capacity constraints and opportunities and environmental constraints and characteristics.
- 4) take account of the Leeds City Region and York, North Yorkshire and East Riding Strategic Economic Plans and the emerging Leeds City Region Local Inclusive Industrial Strategy and supporting Policy Framework in preparing local plans.
- 5) take account of economic forecasts from the Regional Econometric Model (REM) in undertaking modelling for local plans.
- 6) ensure that local plans drive transformation of economic, environmental and social conditions in the seven urban growth centres of Bradford, Halifax, Huddersfield, Leeds (including the South Bank), Wakefield, Barnsley and York, (as Spatial Priority Areas (SPAs) identified in the Leeds City Region SEP) including spreading the benefits of continued growth of the Leeds economy as the City Region's economic centre.

Housing

Parties agree to:

- 7) plan for 13,000 additional homes per year in the Leeds City Region up until 2031 as stated in the Leeds City Region SEP.
- 8) include the calculation of housing need figures based upon the Government's finalised methodology for calculating local housing need¹, taking account of economic uplift / market conditions as necessary in preparation of local plans.
- 9) to plan for their own need within their own Local Authority boundaries taking account of housing market geographies as detailed in the shared evidence report 'Leeds City Region Housing Market Areas' (CURDS July 2016), as updated by local strategic housing market assessments.
- 10) use the plan making system to maximise delivery of affordable housing.

¹ with the exception of local planning authorities submitting local plans for examination prior to 24th January 2019 (i.e. the revised NPPF transitional period).

- 11) explore the opportunity to improve the quality of new housing through development plan policy reflecting an ambition to drive consistent, high quality design standards across the Leeds City Region.
- 12) ensure that local plans drive housing delivery in the six housing growth areas of Bradford-Shipley Canal Road corridor, Castleford Growth Zone, East Leeds Extension, North Kirklees Growth Zone and Wakefield City Fields, plus York Central (as SPAs identified in the Leeds City Region SEP).

Green belt

Parties agree to:

- 13) undertake local reviews of green belt as required in preparing local plans.

Employment

Parties agree to:

- 14) plan for employment growth of 35,700 net additional jobs above baseline job growth projections to 2036 in the Leeds City Region as a shared ambition identified in the Leeds City Region SEP.
- 15) ensure that local plans drive employment growth in the 16 employment growth areas as identified in the Leeds City Region SEP. These include mixed use sites and the Enterprise Zones (EZs) of York, Leeds (Phase 1 Leeds City Region EZ) and the 10 sites across the five West Yorkshire districts which are located along key arterial routes of M1, M62 and M606 corridors (Phase 2 Leeds City Region EZ).

Transport

Parties agree to:

- 16) support the delivery of objectives and targets in the emerging Transport for the North Strategic Transport Plan; West Yorkshire Transport Strategy 2040; North Yorkshire Local Transport Plan (2016-2045), Leeds City Region HS2 Growth Strategy (2018), West Yorkshire Low Emissions Strategy (2016 – 2021) emerging Sheffield City Region Transport Strategy (2018-2040), emerging West Yorkshire Rail Strategy (2018) and emerging Leeds City Region Connectivity Strategy.
- 17) support the safeguarding and delivery of critical strategic routes and collaborate across boundaries (including beyond the Leeds City Region) to make best use of inter-regional road, rail and water transport networks including for the purposes of freight movements and to enable use of the most sustainable modes.
- 18) plan for significant transport infrastructure in the Leeds City Region.
- 19) align funding opportunities to deliver strategic growth objectives to ensure that development plans are deliverable; with a particular focus on SPAs as identified in the Leeds City Region SEP and where significant growth is identified in emerging local plans.

- 20) maintain support for strategic transport infrastructure that directly underpins housing and employment growth, particularly where this enables allocations to be fully developed contributing to the supply of new homes and/or jobs.

Minerals and Waste

Parties agree to:

- 21) sharing data / information both within and beyond the Leeds City Region on minerals and waste matters and to maintaining a shared, proportional evidence base including keeping up-to-date the West Yorkshire Waste Model (for relevant partner councils), undertaking regular waste capacity gap analysis and jointly preparing and aligning Local Aggregate Assessments (LAAs) on an annual basis.
- 22) review a joint position on safeguarding of wharves and rail sidings.

Green and Blue Infrastructure:

Parties agree to:

- 23) reflect the commitments in the emerging Leeds City Region Green and Blue Infrastructure Strategy and Delivery Plan in local plans, supporting shared ambitions to improve green and blue infrastructure (particularly in areas of poor health and deprivation), to plan for water management on a catchment wide basis, including promoting natural flood management and to address the challenges presented by climate change.

8.0 Signatures

SIGNED by

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for and on behalf of the City of
Bradford Metropolitan District
Council

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Signature
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Title

SIGNED by

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for and on behalf of the Borough
Council of Calderdale

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Signature
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Title

SIGNED by

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for and on behalf of the Council of
the Borough of Kirklees

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Signature
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SIGNED by

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for and on behalf of Leeds City
Council

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SIGNED by

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for and on behalf of the Council of
the City of Wakefield

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Signature
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SIGNED by

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for and on behalf of City of York
Council

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Signature
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SIGNED by

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for and on behalf Barnsley
Metropolitan Borough Council

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Signature

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for and on behalf Harrogate
Borough Council

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for and on behalf Selby District
Council

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for and on behalf Craven District
Council

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SIGNED by

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for and on behalf of North Yorkshire
County Council

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Signature

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Additional Signatories

SIGNED by

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for and on behalf of West Yorkshire
Combined Authority

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Signature

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Title

Appendix 1 – Leeds City Region Partner Councils Housing Requirements (as of March 2018)

Authority	Plan Requirement / Housing Need (for illustration purposes only - July 2017)	Local Plan Requirement (dwellings per annum) (March 2018 Update)	Notes on March 2018 Local Plan Requirement Update	Local assessment of housing need, based on most recent publically available document (dwellings per annum) (source: DCLG, 14.9.17)	Indicative assessment of housing need based on proposed formula, 2016 to 2026 (dwellings per annum) (source: DCLG, 14.9.17)
Barnsley	1,100	1,134	Local Plan Submission (Stage 4 Work arising from Inspector's interim findings) 21,546 over the period 2014-2033	967 - 1389	898
Bradford	2,476	2,476	Core Strategy Adopted (July 2017) 42,100 over period 2013-2030	2,200	1,663
Calderdale	1,038	1,125	Local Plan Initial Draft - Consultation (July 2017) (946 dpa Annual Target excludes shortfall). Period 2017-2032	946 – 1,169	840
Craven	2012-2032 – 256 pa (5,120 over period)	257	Local Plan Publication Draft (Jan 2018) - 257 is the full Craven District, 230 is the requirement for the Plan area (excl. YDNP) Period 2012- 2032	214	151

Harrogate	Uplifted to 610	669	Local Plan Publication Consultation (Jan 2018) 14,049 over period 2014-2035	669	395
Kirklees	1,630 (2013-2031)	1,730	Publication Draft Local Plan (Nov 2016) 1,730 houses required over period 2013-2031 (18 years, 31,140 in total). Local Plan allocates 21,324 over the plan period, after taking into account existing permissions, windfall etc.	1,730	1,707
Leeds	If the figures are reduced to 55,000 from 70,000 the change would be: 2,891 to 2016/17 then 3,700 thereafter (to 2028)	3,247	Core Strategy Selective Review - Consultation (Feb 2018): 51,952, Removes phasing, plan period 2017-2033.	3,660	2,649
Selby	450	450	Selby Local Plan (Oct 2013). 2015 SHMA states a housing need of 431, but an update to this is currently being updated	450	371
Wakefield	1,600 (plus 320 a year 2008-17)	1,600	No Change	1,524	1,033

West Yorkshire Combined Authority

York	841	923	Local Plan Publication - Consultation (Feb 2018): (867 dpa Annual Target excludes shortfall of 56 dpa). Period 2017-2033	867	1,070
Total	12,902 (excl. Wakefield Growth Point, assumes 2,891 for Leeds)	13,611		11,314	10,777

Leeds City Region SEP Scenario	10,239 – 12,948 (mid-point 12,038)	Based on economic growth scenario Jobs-led (REM) EA2 (see paragraph 3.8). This scenario provides a useful starting point in establishing the general scale of growth across the City Region; however the economic scenario for the City Region does not constitute Objectively Assessed Need.
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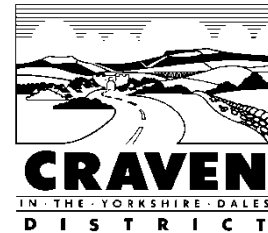
enquiries@westyorks-ca.gov.uk

+44 (0)113 251 7272

All information correct at time of print (July 19)

Policy Committee – 23rd July 2019

Disposal of Public Conveniences Riverside Car Park, Burnsall



Report of Director of Services

Ward(s) affected: Barden Fell

Lead Member: Cllr P Mulligan (Finance)

1 Purpose of the Report

- 1.1 To seek approval for the disposal of the Public Conveniences at Riverside Car Park, Burnsall.

2 Recommendations

Members are recommended :-

- 2.1 That the freehold for the Public Conveniences at Riverside Car Park, Burnsall site plan and associated images are attached at Appendix A, be passed to the current lessee of the public conveniences for £1.00 and that they be retained as public conveniences.
- 2.2 Authorise the Director of Services to transfer the Public Conveniences at Riverside Car Park at Burnsall

3 Report

- 3.1 The Council's property assets are a key resource and play an important role in the delivery of services to Craven's residents. They also play a major role in the majority of Council projects, its finances and priorities.
- 3.2 There is increasing pressure on the public sector to strategically manage and operate property assets and act commercially when making property investment decisions. At the same time there is pressure to continue to provide front line local services whilst operating under financial constraints. Many Councils are now acting to strengthen their funding base and reduce reliance on Government grant by building asset portfolios and disposing of surpluses to provide a commercial return or reduce liability.
- 3.3 Effective asset management requires the Council to ensure assets are fit for purpose, represent value for money and are making the optimal financial contribution to the Council, challenge the need for assets and examine the justification for its continued use in the provision of services

AGENDA ITEM 12

- 3.4 One of the objectives of the Council's Asset Management Plan is to ensure assets are used to the benefit of the community and seek opportunities to transfer ownership and/or management of assets into community use where appropriate.
- 3.5 The freehold of the public conveniences at Burnsall is currently owned by Craven District Council and let to the current lessee for a ten-year term from 16th January 2017 to 15th January 2027. The rent is £1.00 and the repair and maintenance is the responsibility of the tenant. The current lessee is the owner of the car park within which the public conveniences are located. The current lessee also operates a tea room from the site.
- 3.6 The current lessee has been successful in an application to the Yorkshire Dales National Park's Sustainable Development Fund for a grant to refurbish the public conveniences. The funding will be spent on maintaining the structure and facilities in a manner as befits a facility in public use.
- 3.7 The total project cost for the refurbishment is £13, 339. Funding of £10,000 has been awarded and the current lessee will provide match funding of £3,339. The project start date is 9th September 2019 and the works must be completed by 8 September 2020. If the project is not complete by this date, there is a risk that the grant funding will be withdrawn. There is no impact on the freehold if the works are incomplete and/or funding is withdrawn.
- 3.8 A condition of the funding is that the freehold of the building is owned by the applicant. It is therefore proposed the freehold be transferred to the current lessee, for a nominal sum.
- 3.9 It is intended that the toilets will be kept open 24 hours a day, 7 days a week. Voluntary contributions towards the upkeep will be requested.
- 3.10 A covenant will be imposed with the transfer to ensure that the site is retained as a public convenience.
- 3.11 The Council's policy is not to take on any further liabilities for the public conveniences and the proposed transfer provides a solution to ensure the facilities can remain open in the community for the longer term.

4 Financial Implications

- 4.1 If the public conveniences were returned to the Council, the cost of operating the toilets, estimated at approximately £10,000 per annum would fall on the Council. This reflects repair, maintenance and cleaning costs.
- 4.2 The proposed transfer value is £1.00. The consideration charged does not reflect the value of the asset and is being charged to satisfy the legal transfer of the property from the Council to the party that will be named in the agreement

AGENDA ITEM 12

5 Legal Implications

- 5.1 The land is held by the Council for the purposes of the Local Government Act 1972. The Council has the power to dispose of land under section 123 of the Local Government Act 1972 for the best price that can reasonably be obtained. The standard procedure for disposal is therefore to seek to maximise the financial benefit to the Council in accordance with Section 123 of the Local Government Act 1972.
- 5.2 The Council can dispose of land at an under value under the General Disposal Consent 2003 (issued by the Secretary of State) in order to secure the promotion or improvement of the economic, social or environmental wellbeing of its area subject to the condition that the under value does not exceed £2,000,000.
- 5.3 Under the Scheme of Delegation to Officers any asset with estimated proceeds of less than £100,000 can be disposed of by the Strategic Manager, in consultation with the relevant local ward member(s), the Director of Services, Chief Financial Officer and the Monitoring Officer. If the estimated proceeds are more than £100,000 or the disposal is to be at an under value, the disposal must be approved by the Council's Policy Committee.
- 5.4 In this case because the asset is being disposed of at an under value the matter is brought to Policy Committee.

6 Contributions to Corporate Priorities

- 6.1 The proposals in this report support the Council priorities of "Financial Resilience" and "Enterprising Craven".

7 Consultations with Others

- 7.1 Consultation has been taken place via the Director of Services with the local ward member, Councillor Pighills.

8 Appendix

- 8.1 Appendix A – Site Location Plan

9 Author of the Report

John Trenor, Commercial Surveyor (MRICS MISVA Registered Valuer),
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01756 706329

AGENDA ITEM 12

Appendix A

Site Location Plan, Burnsall WCs



CRAVEN SPATIAL PLANNING SUB-COMMITTEE8th July 2019

Present – The Chairman (Councillor Staveley) and Councillors Barrett, Brockbank, Shuttleworth, Rose and Sutcliffe.

Officers – Strategic Manager for Planning and Regeneration, Legal Services Manager, Planning Consultant, Planning Officer, and Senior Democratic Services Officer.

Start: 6.34pm

Finish: 7.06pm

The minutes of the Sub-Committee's meeting held on 25th February 2019 were confirmed and signed by the Chairman as a correct record.

Minutes for Report

CSP.171

APPOINTMENT OF CHAIRMAN AND VICE-CHAIRMAN

Resolved – (1) That Councillor Staveley is appointed Chairman for the current municipal year.

(2) That Councillor Myers is appointed Vice-Chairman for the current municipal year.

CSP.172

**NEIGHBOURHOOD PLANNING – MAKING OF THE
GARGRAVE NEIGHBOURHOOD PLAN**

The Strategic Manager for Planning and Regeneration submitted a report presenting the results of the Gargrave Neighbourhood Plan referendum and the requirements of Craven District Council as the Local Planning Authority to formally 'make' the Gargrave Neighbourhood Plan as well as the Regulation 19 Decision Statement. This statement set out the decision of Craven District Council in its capacity as a Local Planning Authority and the reasons for making that decision.

The Gargrave Neighbourhood Plan was a community led planning framework which sets out a vision, objectives and a number of planning policies that related to the designated neighbourhood area. An independent examiner scrutinised the Plan during November and December 2018 considering whether the proposed Neighbourhood Plan met the basic conditions set out in law. He concluded that, subject to some modifications, the conditions were met and should proceed to a referendum.

Following a successful ballot in which 66.1% voted in favour and 33.9% against, the Local Planning Authority was required to formally 'make' the Gargrave Neighbourhood Plan within eight weeks from the date immediately following the referendum i.e. by 26th July 2019 subject to the Plan not breaching any EU or human rights obligations. It was the opinion of officers that none of those circumstances applied.

The Gargrave Neighbourhood Plan would now form part of the statutory Development Plan up to 2032. Along with the Craven Local Plan, planning applications would be determined in accordance with the Gargrave Neighbourhood Plan, unless material considerations indicated otherwise.

Resolved – (1) That, the Gargrave Neighbourhood Plan is formally made.

(2) That, the Regulation 19 Decision Notice Statement as set out in Appendix 1 to the report now submitted, is agreed.

(Members asked that it be recorded that they voted unanimously to support the above resolution.)

CSP.173

DATE OF NEXT MEETING

To be arranged, if required, in consultation with the Chairman and Sub-Committee Membership.

Chairman.