

**Time and Date**

2.00 pm on Tuesday, 17 March, 2015

Place

Council Chamber - Council House

1. Apologies**2. Minutes of the Meeting held on 24 February 2015 (Pages 5 - 18)****3. Exclusion of the Press and Public**

To consider whether to exclude the press and public for the items of private business for the reasons shown in the report.

4. Coventry Good Citizen Award**5. Correspondence and Announcements of the Lord Mayor**

(a) Presentation of Illuminated Address to Councillor Gary Crookes, Lord Mayor for 2013/2014

(b) Lord Mayor's announcements

6. Petitions**7. Declarations of Interest****Matters Left for Determination by the City Council/Recommendations for the City Council****8. Annual Pay Policy Statement 2015/2016 (Pages 19 - 28)**

From the Cabinet, 3 March 2015

9. The Process for Addressing the Housing Needs of Coventry and Warwickshire (Pages 29 - 54)

From the Cabinet, 3 March 2015

10. European Regional Development Fund (ERDF) Open Call for Extension to Projects (Pages 55 - 70)

From the Cabinet, 3 March 2015

11. **Public Realm Phase 3 Extension (3a)** (Pages 71 - 100)

From the Cabinet, 3 March 2015

It is anticipated that the following matter will be referred as a recommendation from the Cabinet, 17 March 2015. In order to allow Members the maximum opportunity to acquaint themselves with the proposals, the report is attached. The relevant recommendations will be circulated separately.

12. **Better Care Coventry** (Pages 101 - 154)

Joint report

13. **Question Time** (Pages 155 - 156)

- (a) Written Questions – Booklet 1
- (b) Oral Questions to Chairs of Scrutiny Boards/Chair of Scrutiny Co-ordination Committee
- (c) Oral Questions to Chairs of other meetings
- (d) Oral Questions to Representatives on Outside Bodies
- (e) Oral Questions to Cabinet Members and Deputy Cabinet Members on any matter

14. **Statements**

15. **Debates**

- 15.1 To be moved by Councillor Gannon and seconded by Councillor Townshend:

“This Council condemns the significant cuts to its core funding meaning that by 2017 half its funding from Government will have been cut since 2010. It notes that Government reforms to the national funding settling have cost the Council over £10.5m/year. It further notes that increased demands in Children’s and Adult Services mean that soon the Council will not be able to deliver anything but the most basic of statutory services.

The Council also condemns the wasteful, top-down reorganisation of the NHS that has cost billions of pounds and put patient safety at risk. As such, it requests an urgent meeting with MPs, Ministers and Shadow Ministers to negotiate a fairer funding settlement for the City and raise concerns about the NHS.”

15.2 To be moved by Councillor Blundell and seconded by Councillor Birdi

“This Council believes, in light of the Inspector's recommendation to the Secretary of State for Local Government on the Gateway application, that the recommendation of the Planning Committee on Thursday 26 February to delegate powers to the head of planning in consultation with the chair and deputy chair of planning committee to grant outline planning permission subject to conditions for the erection of up to 800 dwellings (OUT/2014/2282) in Bablake Ward was fundamentally flawed and the final decision should be referred to a future meeting of the full Council.”

Private Business

Matters Left for Determination by the City Council/Recommendations for the City Council

16. **Public Realm Phase 3 Extension (3a)** (Pages 157 - 194)

From the Cabinet, 3 March 2015

(Listing Officer: C Knight, tel: 024 7683 4001)

Chris West, Executive Director, Resources, Council House Coventry

Monday, 9 March 2015

Note: The person to contact about the agenda and documents for this meeting is Carolyn Sinclair/Suzanne Bennett 024 7683 3166/3072

Membership: Councillors F Abbott, N Akhtar, M Ali, A Andrews, M Auluck, R Bailey, S Bains, L Bigham, J Birdi, J Blundell, R Brown, K Caan, D Chater, J Clifford, G Crookes, G Duggins, C Fletcher, D Galliers, D Gannon, A Gingell, M Hammon (Deputy Chair), L Harvard, P Hetherington, D Howells, J Innes, L Kelly, D Kershaw, T Khan, A Khan, R Lakha, R Lancaster, J Lepoidevin, A Lucas, K Maton, J McNicholas, C Miks, K Mulhall, J Mutton, M Mutton, H Noonan (Chair), J O'Boyle, E Ruane, R Sandy, T Sawdon, B Singh, D Skinner, T Skipper, H Sweet, K Taylor, R Thay, S Thomas, P Townshend, S Walsh and D Welsh

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Carolyn Sinclair/Suzanne Bennett
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Coventry City Council

Minutes of the Meeting of Council held at 2.00 pm on Tuesday, 24 February 2015

Present:

Members:

Councillor H Noonan (Chair)

Councillor N Akhtar	Councillor R Lakha
Councillor M Ali	Councillor R Lancaster
Councillor A Andrews	Councillor J Lepoidevin
Councillor R Bailey	Councillor A Lucas
Councillor S Bains	Councillor J McNicholas
Councillor L Bigham	Councillor K Maton
Councillor J Blundell	Councillor C Miks
Councillor R Brown	Councillor K Mulhall
Councillor K Caan	Councillor J Mutton
Councillor D Chater	Councillor M Mutton
Councillor J Clifford	Councillor J O'Boyle
Councillor G Duggins	Councillor E Ruane
Councillor C Fletcher	Councillor R Sandy
Councillor D Galliers	Councillor T Sawdon
Councillor D Gannon	Councillor B Singh
Councillor A Gingell	Councillor D Skinner
Councillor M Hammon	Councillor T Skipper
Councillor L Harvard	Councillor H Sweet
Councillor D Howells	Councillor K Taylor
Councillor J Innes	Councillor R Thay
Councillor L Kelly	Councillor S Thomas
Councillor D Kershaw	Councillor P Townshend
Councillor A Khan	Councillor D Welsh
Councillor T Khan	

Honorary Alderman

Mr J Gazey

Apologies:

Councillor F Abbott, M Auluck, J Birdi, G Crookes,
P Hetherton and S Walsh

Public Business

122. Chair of the Meeting

The Lord Mayor, Councillor Noonan and Councillor Maton left the meeting after consideration of the item contained in Minute 128 below. The meeting was then chaired by the Deputy Lord Mayor, Councillor Hammon.

123. Minutes of the Meeting held on 13 January 2015

The minutes of the meeting held on 13th January 2015 were signed as a true record.

124. Exclusion of the Press and Public

RESOLVED that the City Council exclude the press and public under Section 100(A)(4) of the Local Government Act 1972 relating to the private report on 'Disposal of Property Assets pursuant to Friargate' (Minute 136 below), on the grounds that it involves the likely disclosure of information defined in Paragraph 3 of Schedule 12A of the Act as it contains information relating to the financial or business affairs of any particular person (including the authority holding that information) and that in all of the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

125. Coventry Good Citizen Award

On behalf of the Council, the Lord Mayor presented Pat Sullivan with the Coventry Good Citizen Award. Her citation read:

"Pat Sullivan's commitment to the community stretches back some 30 years. Her hard work and commitment as the Treasurer, Secretary, keyholder and General Administrator for the Village Hall in Eastern Green dates back to around 1984. She announced her intention to retire from the position – aptly described by one resident as 'chief cook and bottle washer' – it soon became apparent that it will take numerous people to replace her, as parts of her role will be undertaken by many different people! In this sense, she is literally an irreplaceable individual who has offered outstanding voluntary service to her community.

It is clear that Pat's dedication to the Village Hall and its many users has been instrumental in its continued success on a reasonably firm financial footing. The Centre is a 'not for profit' facility run for the benefit of the community. Pat has dedicated 3 decades to the running of the centre whilst also working full time. Her dedication to the community is unquestionable and Pat's retirement is considered a great loss. It is therefore entirely appropriate to mark the occasion by presenting her with the Good Citizen Award".

126. Correspondence and Announcements of the Lord Mayor

Further to Minute 112, the Lord Mayor reported on responses received from the President of the French Republic and Mayor of Paris following the receipt of a letter from the Lord Mayor and the Leader of the Council expressing the City's condolences following the attack on Charlie Hebdo magazine. The Lord Mayor also reported on a response from the High Commissioner of Pakistan and the Chief Minister for Peshawar following the receipt of a letter from the Lord Mayor expressing the City's condolences following the terrorist attack on a school in Peshawar just before Christmas.

127. Re-order of the Agenda

In accordance with the Constitution, the following motions without notice were moved by Councillor Townshend, seconded by Councillor Bailey and agreed:

- (a) To re-order the business on the agenda so that Item 6 on the agenda (Petitions) was taken after Item 8 (Coventry City Centre Area Action Plan (AAP) – The Preferred Approach).
- (b) That items 9 (2015/16 Council Tax Setting Report) and 10 (Budget Report 2015/16) on the agenda be considered together.

In addition and in accordance with legislation, it was moved by Councillor Townshend and seconded by Councillor Bailey and agreed, that a recorded vote be taken in respect of all decisions relating to items 9 and 10 (including any amendments)

128. **Declarations of Interest**

Councillor Hammon declared a Disclosable Pecuniary Interest in the matter referred to Minute 129 below (Coventry City Centre Area Action Plan (AAP) – The Preferred Approach). He withdrew from the meeting during consideration of this matter.

129. **Coventry City Centre Area Action Plan (AAP) - The Preferred Approach**

Further to Minute 107 of the Cabinet, the City Council considered a report of the Executive Director of Place, which sought approval of the draft Coventry City Centre Action Plan. The report also sought authority to enter a period of public engagement on the Plan that provided the platform from which to regenerate the City Centre involving new retail provision, more new homes, employment space and leisure, social and community provisions and a strategic overview of accessibility issues including parking, pedestrian movement and associated infrastructure.

RESOLVED that the City Council approves the "City Centre Area Action Plan – The Preferred Approach (2014-2031)" document and authorises a period of seven weeks public engagement beginning on Friday 27th February 2015 and ending on Friday 17th April 2015.

130. **Petitions**

RESOLVED that the following petitions be referred to the appropriate City Council bodies:

- (1) Lorries on Sir Henry Parkes Road – 8 signatures – presented by Councillor Taylor.
- (2) Request for changes to Taxi Licensing – 378 signatures - presented by Councillor A Khan
- (3) Request for traffic calming measures at the Webster Street junction – 307 signatures – Councillor A Khan
- (4) Support for Earlsdon Library - 3643 signatures – presented by Councillor Taylor
- (5) Request for pavement improvements on Leicester Causeway – 62 signatures – presented by Councillor A Khan
- (6) Request for road resurfacing on James Galloway Close – 46 signatures – presented by Councillor Lakha
- (7) Request for railings at Nnaksar Gurdwara Grusikh Temple, 224-226 Foleshill Road – 74 signatures – presented by Councillor A Khan
- (8) Save Willenhall Library – 405 signatures – presented by Councillor Lakha
- (9) Save Canley Library – 136 signatures – presented by Councillor Lakha

131. **2015/16 Council Tax Setting Report**

Further to Minute 112 of the Cabinet, the City Council considered a report of the Executive Director of Resources, which calculated the Council Tax level for 2015/16.

The report indicated that the Pre-Budget Report was approved on the basis of consulting on a Council Tax rise of 1%. It had subsequently been clarified by the Government that the Council would be required to hold a referendum if it increased council tax by 2% or above. On that basis, the budget was being proposed on the basis of increasing the Council Tax by 1.9%.

The Executive Director of Resources reported that the precepts from the West Midlands Fire and Rescue Authority were approved at their meeting on 16 February 2015 and, as a result, the figures indicated as provisional within the report were updated, as detailed below, to reflect minor variations.

The Cabinet noted that the recommendations followed the structure of resolutions drawn up by the Chartered Institute of Public Finance and Accountancy, to ensure that the legal requirements were fully adhered to in setting the tax. As a consequence, the proposed resolutions were necessarily complex.

An amendment, as detailed in the Appendix to these minutes, was moved by Councillor Sawdon, seconded by Councillor Blundell and lost.

RESOLVED that the City Council:

(1) **Note the following Council Tax base amounts for the year 2015/16, as approved by Cabinet on 6 January 2015, in accordance with Regulations made under Section 31B of the Local Government Finance Act 1992 (as amended) (“the Act”):**

(a) **74,296.2 being the amount calculated by the Council as its Council Tax base for the year for the whole Council area;**

(b) **Allesley 309.2
Keresley 215.4**

being the amounts calculated by the Council as its Council Tax base for the year for dwellings in those parts of its area to which one or more special items relate.

(2) **That the following amounts be now calculated by the Council for the year 2015/16 in accordance with Sections 31A, 31B and 34 to 36 of the Act:**

(a) **£718,717,000 being the aggregate of the amounts that the Council estimates for the items set out in Section 31A(2) of the Act taking into account all precepts issued to it by Parish Councils (*Gross Expenditure and reserves required to be raised for estimated future expenditure*);**

(b) £616,545,753 being the aggregate of the amounts that the Council estimates for the items set out in Section 31A(3) of the Act. (*Gross Income including reserves to be used to meet the Gross Expenditure but excluding Council Tax income*);

(c) £102,171,247 being the amount by which the aggregate at (2)(a) above exceeds the aggregate at (2)(b) above, calculated by the Council in accordance with Section 31A(4) of the Act, as its Council Tax requirement for the year;

$$(d) \text{ £1,375.19} \quad \frac{(2)(c)}{(1)(a)} = \frac{\text{£102,171,247}}{74,296.2}$$

being the amount at (2)(c) above divided by (1)(a) above, calculated by the Council in accordance with Section 31B of the Act, as the basic amount of its Council Tax for the year. (*Average Council Tax at Band D for the City including Parish Precepts*).

(e) £5,056.00 being the aggregate amount of all special items referred to in section 34(1) of the Act. (*Parish Precepts*);

$$(f) \text{ £1,375.12} \quad = (2)(d) - \frac{(2)(e)}{(1)(a)} = \text{£1,375.19} - \frac{\text{£5,056.00}}{74,296.2}$$

being the amount at (2)(d) above, less the result given by dividing the amount at (2)(e) above by the amounts at (1)(a) above, calculated by the Council, in accordance with Section 34(2) of the Act, as the basic amount of its Council Tax for the year for dwellings in those parts of the area to which no special items relate. (*Council Tax at Band D for the City excluding Parish Precepts*);

(g)	Coventry Unparished Area	£1,375.12
	Allesley	£1,386.33
	Keresley	£1,382.50

being the amounts given by adding to the amount at (2)(f) above, the amounts of the special item or items relating to dwellings in those parts of the Council's area mentioned above divided in each case by the amount at (1)(b) above, calculated by the Council, in accordance with Section 34(3) of the Act, as the basic amounts of its Council Tax

for the year for dwellings in those parts of its area to which one or more special items relate. (*Council Taxes at Band D for the City and Parish*).

(h)

Valuation Band	Parts to which no special item relates	Parish of Allesley	Parish of Keresley
	£	£	£
A	916.75	924.22	921.67
B	1069.54	1078.26	1075.28
C	1222.33	1232.29	1228.89
D	1375.12	1386.33	1382.50
E	1680.70	1694.40	1689.72
F	1986.28	2002.47	1996.94
G	2291.87	2310.55	2304.17
H	2750.24	2772.66	2765.00

being the amounts given by multiplying the amounts at (2)(g) above by the number which, in the proportion set out in Section 5(1) of the Act, is applicable to dwellings listed in a particular valuation band divided by the number which in that proportion is applicable to dwellings listed in valuation Band D, calculated by the Council, in accordance with Section 36(1) of the Act, as the amounts to be taken for the year in respect of the categories of dwelling listed in different valuation bands.

- (3) To note that for the year 2015/16 the Police and Crime Commissioner for the West Midlands and West Midlands Fire Authority have stated the following amounts in precepts issued to the Council, in accordance with Section 40 of the Act, for each of the categories of dwellings shown below:

Valuation Band	Police and Crime Commissioner for the West Midlands	West Midlands Fire Authority
	£	£
A	71.03	36.62
B	82.87	42.73
C	94.71	48.83
D	106.55	54.94
E	103.23	67.14
F	153.91	79.35
G	177.58	91.56
H	213.10	109.87

- (4) That having calculated the aggregate in each case of the amounts at (2)(h) and (3) above, the Council, in accordance with Sections 30 and 36 of the Act, hereby sets the following amounts as the amounts of Council Tax for the year 2015/16 for each part of its area and for each of the categories of dwelling shown below:

Valuation Band	Parts to which no special item relates	Parish of Allesley	Parish of Keresley
	£	£	£
A	1024.40	1031.87	1029.32
B	1195.14	1203.86	1200.88
C	1365.87	1375.83	1372.43
D	1536.61	1547.82	1543.99
E	1878.07	1891.77	1887.09
F	2219.54	2235.73	2230.20
G	2561.01	2579.69	2573.31
H	3037.21	3095.63	3087.97

- (5) That the Council determines that its relevant basic amount of Tax for 2015/16 is not excessive in accordance with the principles approved under Sections 52ZC and 52ZD of the Act.

132. Budget Report 2015/16

Further to Minute 131 of the Cabinet, the City Council considered a report of the Strategic Management Board, which outlined the proposed final revenue budget for 2015/16, following a period of consultation on a range of budget options which were previously considered by the Cabinet on 2 December 2014.

The allocation of Government funding for 2015/16 was confirmed in the Local Government Settlement announced on 3 February 2015. This was broadly in line with previous expectations and incorporated a headline reduction in Revenue Support Grant of £24m (15%) from 2014/15 levels. In overall terms, the reduced Government funding was equivalent to a like-for-like reduction of £638 for every Coventry household between 2010/11 and 2015/16.

In line with its Medium Term Financial Strategy, the Council has continued to meet the challenge of significantly reduced resources through its programme of projects under the abc (A Better Coventry) banner. The report reflected a new phase of transformation incorporating the Kickstart, Customer Journey, City Centre First, a new Workforce Strategy and Doing Things Differently projects. The report incorporated savings within these programmes plus some expenditure proposals and pressures which together produced a balanced budget position for 2015/16.

This package of changes would allow the Council to continue to deliver its key policies, confirmed in the Council Plan approved on 14 January 2014. As part of this, the Plan acknowledged the reductions in resources that faced the City Council and the need for the Council to reduce costs, maximise income and the use of its assets and work in a flexible and adaptable manner. These themes were reflected within the transformation plans, which would also encompass the

need for the Council to revise its expectations and those of its citizens and taxpayers in relation to the range, level and location of services that will be delivered in the future.

Despite the financial pressures it faced, the Council was maintaining an ambitious approach to kickstarting the Friargate business district, implementing the Coventry Investment Fund proposals and the leading drive for economic growth and regeneration. The financial foundations for taking forward these initiatives had been reported within existing decisions and were noted subject to specific recommendations within the report.

The proposed rise in Council Tax levels was just below the limit set by the Government, beyond which a referendum would be required. The referendum limit had been set at 2% and the recommended Council Tax rise was proposed just below this at 1.9%. This option made a modest amount of resources (£1.9m) available to the Council in the short-term and guaranteed the long term security of this funding to help protect services provided to the people of Coventry.

The report also proposed a Capital Programme of £118m, compared with the current projected 2014/15 programme of £124m. The proposals included continued significant investment in highways and public realm works programmes and construction of the Council's new administrative office building in the Friargate Business District. The 2015/16 Programme required £42m of funding from Prudential Borrowing, £31m of which related to the Friargate building and the Coventry Investment Fund. A further £7m related to non-scheme specific borrowing resulting from spending decisions made in previous years. It was noted that there was a strong likelihood that non-specific borrowing requirements would be avoided in 2015/16 as a result of either in-year re-profiling of expenditure above the 5% re-scheduling level or as a result of other additional funding being received in-year ahead of the need to spend. In addition, the Executive Director of Resources would continue to recommend to members an intention to reduce the overall need to borrow, by applying uncommitted revenue resources or capital receipts as they arise, which would reduce capital financing costs over the longer term. It was also intended that close control should continue to be exercised on the approval of any new capital spending commitments in the coming years.

The Council was also required to approve its Treasury Management Strategy, its revised Investment Strategy and Prudential Indicators and these were incorporated within the report submitted.

An amendment, as detailed in the Appendix to these minutes, was moved by Councillor Sawdon, seconded by Councillor Blundell and lost.

RESOLVED that the City Council:

- (1) Approve the spending and savings proposals in Appendix 2 of the report submitted.**
- (2) Approve the total 2015/16 revenue budget of £238m as set out in Table and Appendix 4 of the report, established in line with a 1.9% City Council Tax increase and the Council Tax Requirement recommended in the Council Tax Setting Report.**

- (3) Note the Executive Director for Resources' comment confirming the robustness of the budget and adequacy of reserves, as detailed in Sections 5.1.2 and 5.1.3 of the report.
- (4) Approve the Capital Programme of £118m for 2015/16 and the future years' commitments arising from this programme of £244m in 2016/17 to 2019/20, as detailed in Section 2.3 and Appendix 5 of the report.
- (5) Approve the proposed Treasury Management Strategy for 2015/16, as detailed in Section 2.4 of the report, the revised Investment Strategy and Policy at Appendix 6 for immediate implementation and the prudential indicators and limits described in Section 2.4 and summarised in Appendix 7.

Notes:

- (a) In accordance with Minute 127 above, a recorded vote was taken in respect of the amendment referred to in Minute 131 and 132 above

The Councillors voting for and against the amendment were as follows:

For	Against	Abstain
Councillor Andrews	Councillor Ali	
Councillor Bailey	Councillor Akhtar	
Councillor Blundell	Councillor Bains	
Councillor Hammon	Councillor Mrs Bigham	
Councillor Lepoidevin	Councillor Brown	
Councillor Sawdon	Councillor Caan	
Councillor Skinner	Councillor Chater	
Councillor Taylor	Councillor Clifford	
	Councillor Duggins	
	Councillor Fletcher	
	Councillor Galliers	
	Councillor Gannon	
	Councillor Gingell	
	Councillor Harvard	
	Councillor Howells	
	Councillor Innes	
	Councillor Kelly	
	Councillor Kershaw	
	Councillor A Khan	
	Councillor Lakha	
	Councillor Lancaster	
	Councillor Mrs Lucas	
	Councillor McNicholas	
	Councillor Miks	
	Councillor Mulhall	
	Councillor J Mutton	
	Councillor M Mutton	
	Councillor O'Boyle	
	Councillor Ruane	
	Councillor Sandy	

Councillor B Singh
Councillor Skipper
Councillor Sweet
Councillor Thay
Councillor Thomas
Councillor Townshend
Councillor Welsh

Result: 8 for
37 against
0 abstentions

- (b) In accordance with Minute 127 above, a recorded vote was taken in respect of the substantive motion referred to in Minute 131 and 132 above

The Councillors voting for and against the substantive motion were as follows:

For	Against	Abstain
Councillor Akhtar	Councillor Andrews	
Councillor Ali	Councillor Bailey	
Councillor Bains	Councillor Blundell	
Councillor Mrs Bigham	Councillor Hammon	
Councillor Brown	Councillor Lepoidevin	
Councillor Caan	Councillor Sawdon	
Councillor Chater	Councillor Skinner	
Councillor Clifford	Councillor Taylor	
Councillor Duggins		
Councillor Fletcher		
Councillor Galliers		
Councillor Gannon		
Councillor Gingell		
Councillor Harvard		
Councillor Howells		
Councillor Innes		
Councillor Kelly		
Councillor Kershaw		
Councillor A Khan		
Councillor T Khan		
Councillor Lakha		
Councillor Lancaster		
Councillor Mrs Lucas		
Councillor McNicholas		
Councillor Mrs Miks		
Councillor Mulhall		
Councillor J Mutton		
Councillor M Mutton		
Councillor O'Boyle		
Councillor Ruane		
Councillor Sandy		
Councillor B Singh		
Councillor Skipper		

Councillor Mrs Sweet
Councillor Thay
Councillor Thomas
Councillor Townshend
Councillor Welsh

Result: 38 for
8 against
0 abstentions

133. Disposal of Property Assets pursuant to Friargate

Further to Minute 114 of the Cabinet, the City Council considered a report of the Executive Director for Place, which set out proposals for the disposal of Civic Centres 1 to 4 as part of the Friargate project.

A corresponding private report detailing commercially confidential elements of the proposals was also submitted for consideration.

On 25 June 2013, the Council approved that the organisation support the development of the Friargate Business District to regenerate the City, transform the Council and deliver savings by the construction of a new Council owned office building at Friargate, the construction of a new bridge deck, the rationalisation of its operational property estate and the subsequent disposal of property assets vacated through such rationalisation. The report required that the capital receipts generated from the disposal of such assets be ring fenced to the Friargate Project as part of the affordability strategy for the investment. The report also required that a disposal strategy be developed that sought early marketing and negotiations designed to minimise the impact on the City Centre estate. It was noted that the Council had entered into contractual arrangements for the new building to be built.

Since this time officers had prioritised the disposal of the key City Centre sites, namely Civic Centres 1 to 4 and Spire/Christchurch House. Disposal of Spire/Christchurch House had already been approved and officers had been working closely with Coventry University in respect of Civic Centres 1 to 4.

The University had now presented their proposals for this key site to the Council which were consistent with the Council's vision for the regeneration of this site and the city centre. The University proposed that the site would become their key 'front door' site and would provide up to 35,000 sq m of development, incorporating research, HQ, commercial and international centre along with a small amount of post-graduate residential accommodation.

The development would require the demolition of all the Civic Centre 1 to 4 buildings and their phased replacement by the University. The University had also indicated that they wished to purchase the freehold of the commercial units and flats above that front Earl Street for possible incorporation into the redevelopment. These shops and the flats above were subject to a mixture of tenancies which were largely subject to security of tenure protection. The University would be responsible for negotiating with the leaseholders to secure vacant possession at their expense and at an appropriate time should the properties be required to facilitate development.

Under the draft Heads of Terms the University proposed that they purchase the site and simultaneously enter into a lease back to the Council at a peppercorn rent until autumn 2017. This would provide sufficient time for the Council to complete the move to Friargate and vacate Civic Centres 1 to 4.

In addition, the University had given a commitment to maintain the members car parking currently accommodated in the Magistrates car park albeit this may need to be reconfigured to allow it to be accommodated as development progressed.

The report also set out the wider outline strategy for dealing with the disposal of further property assets which would become surplus to requirements as part of the move to Friargate.

RESOLVED that the City Council:

- (1) Approve the freehold disposal of the site outlined red on Plan 1, comprising Civic Centres 1 to 4 to Coventry University in accordance with the terms set out in the report submitted.**
- (2) Delegate authority to the Executive Director for Place, Executive Director for Resources and the Assistant Director for Legal and Democratic Service as appropriate, in consultation with the Cabinet Member for Business, Enterprise and Employment, to agree any variations or new requirements that are deemed necessary to give effect to the proposals.**
- (3) Delegate authority to the Executive Director for Resources and the Assistant Director for Legal and Democratic Services to complete the necessary legal documentation in this matter and collect the agreed consideration.**
- (4) Approve the outline disposal strategy set out in Section 2.12 of the report and delegate authority to the Executive Director for Place, in consultation with the Cabinet Member for Business, Enterprise and Employment, to amend the strategy as required to minimise the impact of vacation of the City Centre estate.**
- (5) Delegate authority to the Executive Director for Place in consultation with the Cabinet Member for Business, Enterprise and Employment, to agree terms for disposal under the strategy, provided that the terms are in accordance with the Friargate Business case.**

134. Appointment of Deputy Cabinet Member

The City Council received a report of the Leader which reported the appointment of Councillor Richard Brown as an additional Deputy Cabinet Member, to assist the Cabinet Member for Business, Enterprise and Employment, with effect from 6 February 2015.

135. Statements

The Cabinet Member (Children and Young People), Councillor Ruane, made a Statement in respect of the “Children’s Services Improvement Plan”.

Councillor Lepoidevin responded to the Statement.

136. **Disposal of Property Assets pursuant to Friargate**

Further to Minute 133 above, the City Council considered a private report, which set out the commercially confidential aspects of proposals for the disposal of Civic Centres 1 to 4 as part of the Friargate project.

RESOLVED that the City Council:

- (1) Approve the freehold disposal of the site outlined in red on plan 1 comprising Civic Centres 1 to 4 to Coventry University in accordance with the terms set out in the report submitted.**
- (2) Delegate Authority to the Executive Director for Place, Executive Director for Resources and the Assistant Director for Legal and Democratic Services as appropriate, in consultation with the Cabinet Member for Business, Enterprise and Employment, to agree any variations or new requirements that are deemed necessary to give effect to the proposals.**
- (3) Delegate authority to the Executive Director for Resources and the Assistant Director for Legal and Democratic services to complete the necessary legal documentation in this matter and collect the agreed consideration.**
- (4) Approve the outline disposal strategy set out in Section 2.14 of the report submitted and delegate authority to the Executive Director for Place, in consultation with the Cabinet Member for Business, Enterprise and Employment, to amend the strategy as required to minimise the impact of vacation of the City Centre estate.**
- (5) Delegate authority to the Executive Director for Place, in consultation with the Cabinet Member for Business, Enterprise and Employment, to agree terms for disposal under the strategy, provided that the terms are in accordance with the Friargate Business case.**

(Meeting closed at 6.15 pm)

Conservative Group Budget proposals 24/2/14

AMENDMENT

That the Council Tax requirement in section (f) on P118 at band D remain frozen at last year's level of £1349.48 and all other figures be adjusted accordingly.

That the variation above be adjusted and financed as follows:-

	£M
Non implementation of proposed Council Tax increase	1.91
Council Tax Freeze grant	(1.26)
Reduction in Trade Union facilities budget	(0.15)
Increased Use of Reserves	<u>(0.50)</u>
	Nil

Proposed Tim Sawdon

Seconded John Blundell

Agenda Item 8

Council – 17th March 2015

**Recommendation from Cabinet
3rd March 2015**

Coventry City Council

Minutes of the Meeting of Cabinet held at 2.00 pm on Tuesday, 3 March 2015

Present:

Members:

Councillor Mrs Lucas (Chair)
Councillor Townshend (Deputy Chair)
Councillor Abbott
Councillor Gannon
Councillor Gingell
Councillor Kershaw
Councillor Lancaster
Councillor Ruane

Deputy Cabinet Members:

Councillor Chater
Councillor McNicholas

Non-Voting Opposition
Members:

Councillor Andrews
Councillor Blundell

Other Members:

Councillor Bains
Councillor Thomas

Employees (by Directorate):

Chief Executive's: M Reeves (Chief Executive), F Collingham, J Moore

People

B Walsh (Executive Director), M Godfrey

Place

M Yardley (Executive Director), M Andrews, C Knight,
M Waters, A Williams

Resources

E Dewar, C Forde, B Hastie, L Knight, N Sutaria

Apologies:

Councillors Brown, Fletcher and Maton

RECOMMENDATION

121. Annual Pay Policy Statement 2015/2016

The Cabinet considered a report of the Executive Director for Resources which set out the 2015/16 Annual Pay Policy Statement.

Local Authorities were required by Sections 38 and 39 of the Localism Act 2011 to produce an Annual pay Policy Statement. The statement must articulate the City Council's policies toward a range of issues relation to the pay of the workforce, particularly the most senior staff (or "chief officers") and the relationship of their pay to the lowest paid employees. The proposed Annual Pay Policy Statement for 2015/16 was attached to the report submitted as Appendix 1.

In considering the report and, in particular, the payment of large salary packages or severance packages (£100,000 or more), it was proposed that paragraphs 4 and 6 of the Statement be amended so that decisions on these packages be made in consultation with the Cabinet Member for Strategic Finance and Resources.

RESOLVED that the Cabinet recommend that Council approve the Annual Pay Policy Statement 2015/16, subject to the amendment of paragraphs 4 and 6 of the Statement to indicate that decisions made in relation to large salary or severance packages be made in consultation with the Cabinet Member for Strategic Finance and Resources.

Cabinet
Council

3rd March 2015
17th March 2015

Name of Cabinet Member:

Cabinet Member for Strategic Finance and Resources – Councillor Gannon

Director Approving Submission of the report:

Executive Director for Resources

Ward(s) affected:

None

Title:

Annual Pay Policy Statement 2015/2016

Is this a key decision?

No

Executive Summary:

Local Authorities are required by sections 38 and 39 of the Localism Act 2011 to produce an annual Pay Policy Statement. The statement must articulate the City Council's policies towards a range of issues relating to the pay of the workforce, particularly the most senior staff (or "chief officers") and the relationship of their pay to the lowest paid employees. The proposed annual Pay Policy Statement for 2015/16 is attached as appendix 1.

Recommendations:

1. Cabinet is requested to recommend that the Council approve the Annual Pay Policy Statement 2015/16.
2. Council is recommended to approve the Annual Pay Policy Statement 2015/16 attached at Appendix 1.

List of Appendices included:

Appendix 1 Annual Pay Policy Statement 2015/16.

Other useful background papers:

None

Has it been or will it be considered by Scrutiny?

No

Has it been or will it be considered by any other Council Committee, Advisory Panel or other body?

No

Will this report go to Council?

Yes - 17th March 2015

Report title: Annual Pay Policy Statement 2015/2016

1. Context (or background)

- 1.1 The Localism Act 2011 requires all local authorities to produce an annual Pay Policy Statement, setting out the Council's policies regarding the pay and grading of the workforce, which must be approved by full Council. The annual Pay Policy Statement is particularly required to highlight the relationship between the pay and remuneration of the most senior staff (chief officers) and the general workforce. The City Council has clearly established policies and processes for the determination of the pay and grading of its employees and these are summarised in the proposed Pay Policy Statement.
- 1.2 The annual Pay Policy Statement also sets out the relationship between the highest and lowest paid employees. Guidance on the development of Pay Policy Statements states that authorities should explain their policy in respect of chief officers who have been made redundant and later reemployed or engaged under a contract of service, and also their approach to any shared arrangements in place. The City Council has no policy in relation to the re-employment or re-engagement of chief officers. No existing chief officers have been made redundant and subsequently re-employed or re-engaged and it is not anticipated this will occur in the future. Currently the City Council has established an effective working partnership with Solihull Council for procurement

2 Options considered and recommended proposal

- 2.1 Council is recommended to approve the annual Pay Policy Statement for 2015/16 to ensure compliance with sections 38 and 39 of the Localism Act 2011.

3 Results of consultation undertaken

- 3.1 There is no requirement to consult on the Pay Policy Statement

4. Timetable for implementing this decision

- 4.1 The proposed Pay Policy Statement will be effective for the financial year 2015/16.

5. Comments from Executive Director, Resources

- 5.1 Financial implications
Financial information on all posts where the full time equivalent salary is at least £50,000 pa (which includes chief officers as identified in the Pay Policy Statement) is published in the Council's Annual Statement of Accounts.
- 5.2 Legal implications
The City Council is required under sections 38 and 39 of the Localism Act 2011 to agree an annual Pay Policy Statement.

6. Other implications

6.1 How will this contribute to achievement of the Council's Plan?

To assist the effective delivery of key objectives and corporate priorities the City Council must ensure a structured and objective system is in place for the determination of the pay and grading of employees.

6.2 How is risk being managed?

By adopting a Pay Policy Statement as attached at Appendix 1 the City Council would be compliant with sections 38 and 39 of the Localism Act 2011.

6.3 What is the impact on the organisation?

None

6.4 Equalities / EIA

As a consequence of the Equality Act and the National Joint Council (NJC) conditions of Service the City Council is committed to publishing equal pay information on an annual basis.

6.5 Implications for (or impact on) the environment

None

6.6 Implications for partner organisations?

None

Report author(s):

Name and job title: Neelesh Sutaria – HR Business Partner

Directorate: Resources

Tel and email contact: 024 7683 1559 neelesh.sutaria@coventry.gov.uk

Enquiries should be directed to the above person.

Contributor/approver name	Title	Directorate or organisation	Date doc sent out	Date response received or approved
Contributors:				
Shokat Lal	Assistant Director	Resources	27.1.15	03.2.15
Lara Knight	Governance Services Team Leader	Resources	27.1.15	28.1.15
Karen Mihajlovic	Senior HR Adviser	Resources	27.1.15	27.1.15
Liz Read	Electoral Services Manager	Resources	27.1.15	03.2.15
Names of approvers for submission: (officers and members)				
Finance: Katherine Sutherland	Lead Accountant	Resources	27.1.15	03.2.15
Legal: Gill Carter	Senior Solicitor	Resources	27.1.15	29.1.15
Director: Chris West	Executive Director	Resources	27.1.15	28.1.15
Members: Councillor Gannon	Cabinet Member (Strategic Finance and Resources)			

This report is published on the council's website: www.coventry.gov.uk/councilmeetings

Appendix 1

Coventry City Council – Proposed Annual Pay Policy Statement 2015/2016

1. Introduction and Purpose

Under section 112 of the Local Government Act 1972, the Council has the “power to appoint officers on such reasonable terms and conditions as [the] authority thinks fit”. This Pay Policy Statement (the ‘statement’) sets out the Council’s approach to pay policy in accordance with the requirements of Section 38 of the Localism Act 2011 (“the Act”).

For the purposes of this statement, Chief Officers’ is defined within S43 of the Localism Act and by Section 2 of the Local Government and Housing Act 1989 as the Chief Executive, Strategic Directors and Heads of Service. Each of these posts have been evaluated using a job evaluation scheme devised by HAY Management Consultants and is used widely in the public and private sectors within the UK.

2. Pay Structure

The Council uses the NJC Job Evaluation scheme and the nationally negotiated pay spine as the basis for its local grading structure. This determines the salaries of the vast majority of the non-school based workforce, together with the use of other nationally defined rates where relevant.

Within the National pay spine, the Council operates its own locally agreed grading scheme. Progression within the grading structure is based on automatic annual increments until the top of the grade is reached.

A similar incremental approach is also applied to other groups of employees who are governed by relevant national negotiating bodies. These groups include Teachers, Soulbury and JNC/Youth and Community schemes.

The posts of Chief Officers are evaluated in accordance with the Hay job evaluation scheme.

3. Senior Management Remuneration

The remuneration for Chief Officers are:

The Chief Executive falls within a range of £175,000 to £180,000 or as may be otherwise determined by the Council.

The remaining Chief Officer remuneration falls within a range of £75,517 to £124,295 or as may be otherwise determined by the Council.

4. Recruitment of Chief Officers

The determination of the remuneration offered to any newly appoint Chief Officer will be in accordance with the pay structure and relevant policies in place at the time of recruitment. The Council’s policy and procedures with regard to the recruitment of Chief Officers is set out within the Council’s Constitution.

The determination of the remuneration to be offered to any newly appointed Chief Officer will be in accordance with the Council’s Hay pay and grading structure. Chief Officer’s jobs are allocated to a salary range based on a number of factors including the level of knowledge, skills and experience required and the responsibilities and accountabilities associated with the position.

Where the Council is unable to recruit to a post, it will consider the use of temporary market forces supplements. Where the Council remains unable to recruit chief officers under an employment contract, or there is a need for interim cover for a Chief Officer post, the Council will consider engaging individuals under 'contracts for service'.

The Council considers that decisions on large salary packages (£100,000 and above) should be subject to accountability and scrutiny. The Council considers that it would be preferable for scrutiny of these decisions to take place in committee rather than by full Council, and that the Audit and Procurement Committee is the appropriate forum. This committee is skilled and experienced in subjecting specific decisions to scrutiny, and will be able to test the strength of the explanations put forward for particular appointment/severance packages. The Council believes that the Audit and Procurement committee will be able to do this better than full Council and make those decisions.

5. Increases and additions to Remuneration of Chief Officers

The Council does not apply any bonuses to its Chief Officers.

Salary progression for Chief Officers is based upon an annual performance based assessment.

The Executive Director for People is currently in receipt of a market supplement of £20,705 pa in addition to their basic salary.

The gross fees for local elections/referendums in 2014/2015 were;

Chief Officer Title	Payment for Local/European Elections	Payment for Police & Crime Commissioner Elections
Chief Executive	£19,392.00	£11,283.00
Executive Director - Resources	£2,604.20	£1,408.30
Assistant Director – Legal & Democratic Service	£2,604.20	£1,408.30
Assistant Director - Development Services	£280.00	£260.00
Assistant Director- ICT, Transformation & Customer Services	£190.00	
Assistant Director – Health, Libraries & Adult Education	£370.00	£260.00
Head of Corporate Communications	£255.00	
Assistant Director HR & Workforce Services	£295.00	
Assistant Director - Finance	£385.00	£260.00
Assistant Director Revenues & Benefits	£340.00	
Deputy Director Early Intervention & Social Care	£430.00	
Executive Director - Place	£430.00	£260.00

6. Payments on Termination

The Council's approach to discretionary payments on termination of employment of Chief Officers in a redundancy situation is set out within the Security of Employment Agreement in accordance with the Discretionary Compensation Regulations 2006 which give all Councils the ability to determine redundancy payments. This Agreement sets out the processes to be used in cases of redundancy (for example consultation and redeployment possibilities).

The Council does not apply the added year's arrangements available under the Local Government Pension Scheme and therefore has no discretion over the pension benefit amounts payable to Chief Officers who are made redundant and who are entitled under the scheme regulations to be paid their pension benefits.

In some rare and exceptional circumstances, it may be more appropriate and in the Council's best interests to reach mutual agreement to end employment. Such reasons can include speed and minimising the risk of significant uncertainty and disruption. In reaching an agreement in a process of negotiation it is likely that the payment will be specific to the individual's circumstances.

The Council considers that decisions on large severance packages, which may be in relation to statutory redundancy pay and/or settlement agreements (£100,000 and above) should be subject to accountability and scrutiny. The Council considers that it would be preferable for scrutiny of these decisions to take place in committee rather than by full Council, and that the Audit and Procurement Committee is the appropriate forum. This committee is skilled and experienced in subjecting specific decisions to scrutiny, and will be able to test the strength of the explanations put forward for particular severance decisions. The Council believes that the Audit and Procurement committee will be able to do this better than full Council and make those decisions.

The City Council has a policy not to re-employ or re-engage previous employees within five years, if they have left as part of the voluntary redundancy/early retirement programme. It is not envisaged that any Chief Officer who leaves the Council with a severance or redundancy payment will be considered for further employment with Coventry or for the hiring of their services in another capacity unless there are special circumstances.

7. Publication

Upon approval by the full Council, this statement will be published on the Council's Website.

8. Lowest Paid Employees

The City Council has adopted the Living Wage (£7.65 per hour), which means that the lowest paid persons employed on Coventry City Council terms and conditions are paid a full time (37 hours per week) salary equivalent to £14,759 per annum.

The City Council employs a small number of modern apprentices who are not included within the definition of "lowest paid employees" as they are employed under specific trainee contract terms.

The Code of Recommended Practice on Data Transparency recommends the publication of the ratio between highest paid salary and the median average salary of the whole of the Council's workforce.

The current Council pay levels define the following rates of pay:-

- Chief Executive = £175,000
- Median employee = £20,849
- Lowest paid employee = £14,759

The current Council pay levels define the following pay multiples:-

- Chief Executive to lowest paid employee = **1:11.8** (1:11.8 – 2014/15)
- Chief Executive to median employee = **1:8.4** (1:8.6 – 2014/15)

As part of its overall and on-going monitoring of alignment with external pay markets, both within and outside the sector, the council will use available benchmark information as appropriate.

Council – 17th March 2015

**Recommendation from Cabinet
3rd March 2015**

Coventry City Council

Minutes of the Meeting of Cabinet held at 2.00 pm on Tuesday, 3 March 2015

Present:

Members: Councillor Mrs Lucas (Chair)
Councillor Townshend (Deputy Chair)
Councillor Abbott
Councillor Gannon
Councillor Gingell
Councillor Kershaw
Councillor Lancaster
Councillor Ruane

Deputy Cabinet Members: Councillor Chater
Councillor McNicholas

Non-Voting Opposition Members: Councillor Andrews
Councillor Blundell

Other Members: Councillor Bains
Councillor Thomas

Employees (by Directorate):

Chief Executive's: M Reeves (Chief Executive), F Collingham, J Moore

People B Walsh (Executive Director), M Godfrey

Place M Yardley (Executive Director), M Andrews, C Knight,
M Waters, A Williams

Resources E Dewar, C Forde, B Hastie, L Knight, N Sutaria

Apologies: Councillors Brown, Fletcher and Maton

RECOMMENDATION

123. The Process for Addressing the Housing Needs of Coventry and Warwickshire

The Cabinet considered a report of the Executive Director for Place, which set out the process for addressing the housing needs of Coventry and Warwickshire.

At its meeting on 21st November 2014, the Coventry and Warwickshire Joint Committee for Economic Growth unanimously endorsed a report on the Coventry and Warwickshire Housing Market Area (HMA), which detailed an approach to meeting housing needs. The report also set out a transparent process and timeline for appropriately planning and delivering the housing needs in full.

The report, which was attached at Appendix 1 to the report now submitted, clarified the objectively assessed need for housing in the Coventry and Warwickshire HMA at 80,080 homes between 2011 and 2031 (4,004 per annum). In this context, Coventry's housing needs would equate to 36,220 homes (1,811 per annum). There was a clear acknowledgement that Coventry would be unable to meet this level of housing need and, as a result, the report endorsed a phased redistribution of housing need across the Housing Market Area.

The first phase of this redistribution built upon the Coventry and Warwickshire Joint Strategic Housing Market Assessment (Nov 2013) (SHMA). The second phase managed a remaining shortfall of unplanned housing need evidenced primarily by the most recent government population projections.

As a result, the city's housing target would reduce to around 23,600 (1,180 a year), although this would need to be considered in the context of land availability and sustainable development. In summary, the councils draft assessment of capacity within Coventry (the draft Strategic Housing Land Availability Assessment for Coventry (September 2014) (SHLAA)) currently identified land for housing of up to 23,300 dwellings, which included land currently within the Green Belt. The remaining 12,620 homes were then redistributed to Warwickshire through the phased approach.

Some of the housing need redistributed in phase 1 had already been planned for in Stratford and Warwick as these plans were more advanced. North Warwickshire's plan had not had regard to the redistribution approach at this stage as the new population projections placed an upward pressure on its own level of need. Opportunities may still exist to work alongside the local authority areas of Nuneaton and Bedworth and Rugby to explore how this initial redistribution could best be planned. Such opportunities would be explored through the Duty to Co-operate with consideration given to stakeholder engagement, the Joint Green Belt review, infrastructure issues and opportunities, landscape characteristics, land availability, employment opportunities and economic growth proposals.

The process and timeline provided a transparent basis for joint working across the Coventry and Warwickshire Housing Market Area for the coming years. It sought to adopt Local Plans across each authority by the end of 2016 ensuring a range of housing and economic growth opportunities were identified in the process. It then moved on to consider longer term options for a co-ordinated review of plans, which could include a joint plan for Coventry and Warwickshire.

In view of the significance of this matter, it was accepted that all the constituent authorities should be asked to formally commit to the process as agreed by the Joint Committee.

RESOLVED that the Cabinet recommend that Council endorses the Joint Committee paper attached as Appendix 1 to the report submitted.

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Cabinet
Council

3rd March 2015
17th March 2015

Name of Cabinet Member:

Cabinet Member for Business, Enterprise and Employment – Councillor K Maton

Director Approving Submission of the report:

Executive Director of Place

Ward(s) affected:

All Wards could be affected indirectly due to the on-going development of the Local Plan.

Title:

The Process for Addressing the Housing Needs of Coventry and Warwickshire.

Is this a key decision?

Yes

The proposals within the report could have a significant impact on residents or businesses in two or more electoral wards.

Executive Summary:

At its meeting on 21 November 2014, the Coventry and Warwickshire Joint Committee for Economic Growth unanimously endorsed a report on the Coventry and Warwickshire Housing Market Area (HMA), which detailed an approach to meeting housing needs. The report also set out a transparent process and timeline for appropriately planning and delivering the housing needs in full.

The report, attached at Appendix 1, clarifies the objectively assessed need for housing in the Coventry and Warwickshire HMA at 80,080 homes between 2011 and 2031 (4,004 per annum). In this context, Coventry's housing needs would equate to 36,220 homes (1,811 per annum). There is a clear acknowledgement that Coventry would be unable to meet this level of housing need and, as a result, the report endorses a phased redistribution of housing need across the Housing Market Area.

The first phase of this redistribution builds upon the Coventry and Warwickshire Joint Strategic Housing Market Assessment (Nov 2013) (SHMA). The second phase manages a remaining shortfall of unplanned housing need evidenced primarily by the most recent government population projections.

As a result, the city's housing target would reduce to around 23,600 (1,180 a year), although this will need to be considered in the context of land availability and sustainable development. In summary, the councils draft assessment of capacity within Coventry (the draft Strategic Housing Land Availability Assessment for Coventry (September 2014) (SHLAA)) currently identifies land for housing of up to 23,300 dwellings, which includes land currently within the Green Belt. The remaining 12,620 homes are then redistributed to Warwickshire through the phased approach.

Some of the housing need redistributed in phase 1 has already been planned for in Stratford and Warwick as these plans are more advanced. North Warwickshire's plan has not had regard to the redistribution approach at this stage as the new population projections placed an upward pressure on its own level of need. Opportunities may still exist to work alongside the local authority areas of Nuneaton and Bedworth and Rugby to explore how this initial redistribution could best be planned. Such opportunities will be explored through the Duty to Cooperate with consideration given to stakeholder engagement, the Joint Green Belt review, infrastructure issues and opportunities, landscape characteristics, land availability, employment opportunities and economic growth proposals.

The process and timeline provides a transparent basis for joint working across the Coventry and Warwickshire Housing Market Area for the coming years. It seeks to adopt Local Plans across each authority by the end of 2016 ensuring a range of housing and economic growth opportunities are identified in the process. It then moves on to consider longer term options for a coordinated review of plans, which could include a joint plan for Coventry and Warwickshire.

In view of the significance of this matter, it was accepted that all the constituent authorities should be asked to formally commit to the process as agreed by the Joint Committee.

Recommendations:

The Cabinet is requested to:

- 1) Recommend that the Council endorses the Joint Committee paper attached at Appendix 1

The Council is recommended to:

- 1) Endorse the Joint Committee paper attached at Appendix 1;

List of Appendices included:

- 1 Appendix 1 – Report to the Coventry and Warwickshire Economic Prosperity Board (EPB) - 21st November 2014. **Please note that this was incorrectly titled and should have been addressed to either the Shadow EPB or the Joint Committee for Economic Growth and Prosperity.**
- 2 Appendix 2 – Graphical overview of housing need redistribution across Coventry and Warwickshire.
- 3 Appendix 3 – Timetable for endorsement of the Joint Committee Report by the Warwickshire authorities.

Background papers:

None

Other useful documents:

- Minutes of the meeting that considered the report included at Appendix 1 are now available via the following web link:
http://www.rugby.gov.uk/downloads/file/6855/coventry_and_warwickshire_joint_committee_for_economic_growth_and_prosperity-minutes_21112014
- The Cabinet report for the draft Local Plan – Delivering Sustainable Growth can be found via the following link:
<http://democraticservices.coventry.gov.uk/ieListDocuments.aspx?CId=130&MId=10255&Ver=4>
- The Joint Strategic Housing Market Assessment (2013) (SHMA) and its supporting Annex (2014) are available here:
http://www.coventry.gov.uk/downloads/download/3034/independent_housing_numbers_study
- The draft Coventry Strategic Housing Land Availability Assessment (September 2014) (SHLAA) is available here:
http://www.coventry.gov.uk/downloads/file/14712/draft_shlaa

Has it been or will it be considered by Scrutiny?

No

Has it been or will it be considered by any other Council Committee, Advisory Panel or other body?

No

Will this report go to Council?

Yes – 17th March 2015

Report title: The Process for Addressing the Housing Needs of Coventry and Warwickshire

1. Context (or background)

- 1.1 Appendix 1 is a copy of the report considered and unanimously endorsed by the Coventry and Warwickshire and South West Leicestershire Joint Committee for Economic Growth and Prosperity (The Joint Committee) at its meeting held on 21 November 2014. Although the Joint Committee includes the Local Authority area of Hinckley and Bosworth, the report only relates to the 6 authorities within Coventry and Warwickshire, which make up the Housing Market Area (HMA). The report responded to earlier concerns in relation to meeting the housing needs of the Coventry and Warwickshire Housing Market Area. As such, the report sets out a transparent process and timeline, which seeks to deliver and appropriately plan for these housing needs in full.
- 1.2 In view of the significance of this matter, it was accepted that all the constituent authorities should be asked to formally commit to the process as agreed by the Joint Committee. This is clearly set out in Paragraph 3.5 and recommendation 5 of Appendix 1. In essence the report seeks to cover 2 specific aspects.
- a. Firstly, it considers the housing needs of the Coventry and Warwickshire HMA and how these needs will be planned for and delivered at a local authority level. This allocates a housing requirement to each authority as a starting point (dependant on further capacity work) as well as identifying a shortfall of housing provision that would still need to be planned for;
- b. Secondly, it establishes a timeframe to support the delivery of both the authority figures and the shortfall, focusing on opportunities for a longer term review of Local Plans, potentially through a joint plan for Coventry and Warwickshire.
- 1.3 The recommendations unanimously agreed by the Joint Committee were slightly modified to ensure clarification and are set out as follows:
- **Recommendation 1:** Reaffirm 4,004 dwellings per annum as the Objectively Assessed Need (OAN) for the Coventry and Warwickshire HMA.
 - **Recommendation 2:** In recognition that Coventry City will not be able to accommodate the housing levels indicated in the Joint Strategic Housing Market Assessment (SHMA) Annex, agree the distribution endorsed by the Board on 10 October to accommodate some of the City's housing need, subject to a robust capacity study being undertaken.
 - **Recommendation 3:** Where, via such a study, any of the Warwickshire Districts can demonstrate that its capacity cannot meet its figure endorsed by the Board on 10 October 2014, the further shortfall will be added to sub regional additional housing need element.
 - **Recommendation 4:** agree the process and timeline set out in the Table 2 to ensure delivery of the HMA's full housing need and that the process is commenced prior to the end of November 2014 as set out in the timeline.
 - **Recommendation 5:** agree that each of the six Local Planning Authorities within the HMA seek to formally sign off the recommendations of this report by February 2015.
- 1.4 With regards Recommendation 1 of the Joint Committee report, this seeks to clarify the minimum Objectively Assessed Need for housing in the Coventry and Warwickshire Housing Market Area. As such, this identifies a need of 80,080 homes between 2011 and 2031 (4,004 per annum). Although at local authority level the Joint SHMA Annex

acknowledges that these figures are indicative, they still offer an initial assessment of housing needs as they are derived from the most recent government population projections. In this context, Coventry's housing needs would equate to 36,220 homes between 2011 and 2031. This has previously been discussed in the Council's draft Local Plan that was consulted upon at the end of last year.

- 1.5 Recommendation 2 builds upon recommendation 1 and is of greatest importance to this report as it provides a clear acknowledgement that Coventry is unable to meet its housing needs identified in the Joint SHMA Annex (namely 36,220 homes between 2011 and 2031). As a result, recommendation 2 of Appendix 1 endorses a phased redistribution of housing need across the Housing Market Area.
- 1.6 The first phase of this redistribution builds upon Coventry and Warwickshire's Joint SHMA (Nov 2013). This study considered housing needs across the 6 authorities and made recommendations of need based initially on demographic projections amended to reflect uncertainties in the government's population projections, most notably around migration flows between the 6 authorities. It does however also have regard to commuting flows, affordability of housing and employment opportunities. In proposing an initial redistribution the report at Appendix 1 recommends that the 6 authorities continue to plan for the housing needs identified in the Joint SHMA (2013).
- 1.7 The slight uplift in housing need for Coventry and Warwickshire, brought about the consideration of new population projections (2012 based) in the Joint SHMA Annex (2014), as such remains a shortfall of unplanned housing need. The Joint Committee report considers this 'shortfall' and sets out a transparent process to plan for these additional homes. This process seeks to consider this shortfall through additional evidence and ensure it is delivered in the most sustainable way.
- 1.8 This process means the city's housing target would reduce to around 23,600 (1,180 a year), although this will need to be considered in the context of land availability and sustainable development. Placed in perspective, the Council's draft assessment of capacity within Coventry (the draft Strategic Housing Land Availability Assessment for Coventry (September 2014) (SHLAA)) is very close to identifying sufficient land supply to meet this lower figure, which includes looking at land currently within the Green Belt. The remaining 12,620 homes are then redistributed to Warwickshire. These 12,620 homes would, as highlighted above however be managed over 2 phases. The first phase would see up to 7,940 homes planned for now through Local Plan reviews and preparation by the Warwickshire authorities, although the exact figure will need to be considered alongside additional evidence around land capacity. The second phase would manage the remaining shortfall of at least 4,680 homes. The plan at Appendix 2 is provided to help show how this could be considered in a geographical context.
- 1.9 The housing need redistributed as part of phase 1 to the Local Authority areas of Stratford and Warwick have already been planned for as these plans are already being considered through the examination process. North Warwickshire's Local Plan has recently been adopted, but has not had regard to the redistribution approach at this stage as the new population projections have placed an upward pressure on its own level of need. As such, there is no planned redistribution to this area as part of the phase 1 approach proposed by the Joint Committee report. Opportunities may still exist to work alongside the local authority areas of Nuneaton and Bedworth and Rugby to explore how this initial redistribution could best be planned. This could result in the delivery of new homes adjacent to the city boundary but within these respective authority areas. Similarly, such opportunities may exist in relation to the shortfall within any of the city's neighbouring authorities. Such opportunities will be explored through the Duty to Cooperate with consideration given to stakeholder engagement, Green Belt evidence, infrastructure

issues and opportunities, landscape characteristics, land availability, employment opportunities and economic growth proposals.

- 1.10 In respect of Recommendation 3, this is an acknowledgement of the need to finalise the capacity studies across the HMA as a whole. It also provides a fall-back position should such studies raise issues of deliverability or sustainability.
- 1.11 Recommendation 4 refers to the process and timeline set out in Section 4 of the report at Appendix 1. In its simplest terms the timetable provides a transparent basis for joint working across the Coventry and Warwickshire Housing Market Area for the coming years. It seeks to adopt Local Plans across each authority by the end of 2016 ensuring a range of housing and economic growth opportunities are identified in the process. The timeline ensures that these plans will be founded on a solid, consistent and robust evidence base and that the Duty to Cooperate has been discharged. It then tables longer term opportunities to review these plans in a coordinated way and potentially as part of a single plan for Coventry and Warwickshire.
- 1.12 The work outlined at the start of this timeline is already underway and includes:
 - A re-established joint monitoring group to assess, amongst other issues, housing delivery and economic growth;
 - The development of a consistent methodology to undertake Strategic Housing Land Availability Assessments (SHLAA); and
 - The commissioning of a Joint Green Belt review for Coventry and Warwickshire.
- 1.13 The outcome of this work will help to inform decisions about the capacity for development in each local authority area. This will then be considered alongside other aspects, such as the distribution of employment growth and commuting/migration patterns, to ensure the most appropriate and sustainable approach to housing and economic development across Coventry and Warwickshire. Further to this timetable, opportunities are already being considered alongside the Local Enterprise Partnership to support this.
- 1.14 Recommendation 5 asks the individual authorities within Coventry and Warwickshire to formally endorse the paper set out in Appendix 1.

2. Options considered and recommended proposal

- 2.1 There are only 2 realistic options considered available in relation to this report.
- 2.2 The first is to refuse to endorse the recommendations of the Joint Committee report (at Appendix 1). This option would cause significant issues in relation to the Duty to Cooperate and mean an alternative approach would need to be investigated for meeting the housing needs of Coventry and Warwickshire. Under such circumstances the development of Coventry's Local Plan would be significantly delayed. This raises further risk of unplanned developments within the city boundary and would delay the delivery of new homes to meet the city's housing needs in the most sustainable way. It would also introduce notable risks around the Council's ability to discharge its Duty to Cooperate responsibilities with its Warwickshire neighbours in relation to other strategic issues. This option is not recommended.
- 2.3 The second option is recommended through this report and would see the Joint Committee paper endorsed by the city council. This provides a solid and transparent platform from which to plan for new homes across Coventry and Warwickshire in the coming years. Endorsement of the paper at appendix 1 and the commitment to the process outlined by the Joint Committee will help enable the Council to fulfil its obligations

in relation to the Duty to Co-operate and to meet the housing requirements of the housing market area, as required by national planning policy.

3. Results of consultation undertaken

- 3.1 The report at Appendix 1 has been developed with regard to the Coventry and Warwickshire Joint SHMA and its supporting Annex. Both of these documents have been publicly available on the Councils website for some time and are the same documents that formed a key part of the public engagement that related to the recent draft Local Plan – Delivering Sustainable Growth. The draft plan was issued for a period of public engagement initially between 12th September and 31st October 2014, although this was subsequently extended on an informal basis to 24th December 2014.
- 3.2 The draft Local Plan contained references to the housing needs of Coventry and Warwickshire, set within the context of the Housing Market Area. As such, it identified a housing need for Coventry of up to 36,220 homes between 2011 and 2031.
- 3.3 The results of this public engagement will be presented to Council in full, but under a separate report in due course. In summary however in excess of 500 responses were received to the public engagement. The majority of these responses were in objection to the planned growth of Coventry and the development of Green Belt land, with particular focus on area specific concerns. Other responses however expressed support for the Council's proposals for growing the city and in some cases considered the identified level of housing need to be too low. An initial summary of responses was presented to Scrutiny Board 3 at its meeting of 12th November 2014.
- 3.4 All responses received during the period referred to at paragraph 3.1 above will be considered in their entirety when developing the next stage of the Plan. The next stage of the Local Plan is expected to be published for a period of public engagement in summer 2015. At this time stakeholders will have an opportunity to make representations to the Local Plan before it is submitted to the Secretary of State for public examination.

4. Timetable for implementing this decision

- 4.1 Subject to approval by Cabinet and Council, this report and timetable will provide a firm basis from which to continue the development of Local Plans in Coventry and Warwickshire. On this basis, the Coventry City Council would hope to have an adopted Local Plan by spring 2016.

5. Comments from Executive Director of Resources

5.1 Financial implications

The Council, as land owner, is expected to benefit financially from the level of housing development identified in this report.

The benefits will primarily be realised through the disposal and redevelopment of brownfield land within the existing urban area. It is expected that this land would have been developed over time however, regardless of the scale of housing need. The Council holds very little additional land within its own Green Belt that would generate financial benefits, however it does own Green Belt land outside of the City boundary which could be subject to development, but is dependent upon the respective local planning authority. Any future disposal would be reported formally to members as appropriate.

There would be further financial benefit to the Council through the increase in the council tax base generated as a result of the growth identified in this report. Whilst such growth will place pressure on key services and longer term maintenance programmes, it will allow the Council a degree of financial flexibility to spread the cost over a larger number of properties.

It should also be noted that any housing development will require planning permission which will attract a s106 and/or CIL contribution from developers, which would be required to offset the additional pressures placed on the Council through development.

5.2 Legal implications

Section 33A of the Planning and Compulsory Purchase Act 2004 (as introduced by the Localism Act 2011), associated regulations, the National Planning Practice Guidance (2014) and paragraphs 178-181 of the National Planning Policy Framework (2012) set out the requirements in relation to the Duty to Cooperate. In order to progress a sound Local Plan Coventry must discharge its responsibilities with regards this 'duty', which relates to strategic aspects of planning, of which housing delivery is included.

It is considered that the work undertaken across Coventry and Warwickshire to date, and the proposals made in appendix 1 represent clear evidence of continued efforts of all represented authorities to discharge this 'duty', especially in relation to housing provision.

The Council's responsibilities under the Duty to Cooperate do not end here however. The Council will need to continue active, constructive and on-going cooperation with its neighbouring authorities and key stakeholders in order to meet as much of its identified housing needs as is considered sustainable and appropriate. In doing so, this will require appropriate planning of infrastructure requirements to support growth. It will also need to continue joint working in relation to the Green Belt to ensure all reasonable options for development have been considered.

6. Other implications

6.1 How will this contribute to achievement of the Council's key objectives / corporate priorities (corporate plan/scorecard) / organisational blueprint / Local Area Agreement (or Coventry Sustainable Community Strategy)?

- A prosperous Coventry: The delivery of new homes within and around Coventry will help to support the growth of the city's economy and attract investment to the sub-region
- Citizens living longer, healthier, independent lives: Striking a balance between providing new homes and jobs as well as protecting the most sensitive and highest value green spaces will help to make Coventry a healthier city, encouraging better quality homes and built environment. It will also make provisions for more accessible and useable green spaces of higher quality.
- Making Coventry an attractive and enjoyable place to be: Striking a balance between providing new homes and jobs as well as protecting the most sensitive and highest value green spaces will help to make Coventry an attractive and enjoyable place to be.
- Providing a good choice of housing: A step change in the city's housing delivery will help to ensure that sufficient new homes are provided to meet the needs of local people

- Making places and services easily accessible: New housing will be planned alongside new infrastructure meaning new homes will be well integrated into existing communities. This will help to ensure improved accessibility to key services and facilities.
- Encouraging a creative, active and vibrant city: Investment in new housing will support investment in new jobs and economic growth. In turn this will help support improvements to the city centre through a holistic planning process. A step change in the city's housing delivery, supported by the city centre first policy, will help to establish the centre as the hub for new retail, leisure and community investment. New development will also help to ensure that new and existing services are viable and accessible.
- Developing a more equal city with cohesive communities and neighbourhoods: The delivery of this number of homes within the city will represent a step change in housing delivery for Coventry. This will help to ensure that more people will be adequately housed, with greater access to new jobs, leisure provisions and community facilities.
- Improving the environment and tackling climate change: The work undertaken to examine housing needs across Coventry and Warwickshire thus far has given consideration to protecting the most sensitive and highest value green spaces. Delivering new homes across Coventry will, in practical terms, bring about improvements to areas in need of investment, and will protect the most valuable and sensitive areas of green space from inappropriate development.

6.2 How is risk being managed?

When considering work under the Duty to Cooperate there is always a degree of risk

The preparation of this paper and engagement with the Joint Committee has sought to limit the risk associated with both the paper (at Appendix 1) and the approach that it sets out to housing delivery and plan making across Coventry and Warwickshire.

The main risk associated with this stage of the Duty to Cooperate process is that one of the relevant authorities fails to endorse the Joint Committee paper. This could have impacts on the future of housing delivery across Coventry and Warwickshire. Based on the unanimous approval at Joint Committee and having regard to on-going cooperation across the 6 authorities this would seem unlikely. Indeed, Appendix 3 sets out the timetable for when each authority is scheduled to consider the Joint Committee report. Should this situation arise however it will be reported back to Council.

Members should also be aware that further risk remains in relation to the overall level of housing need being discussed for Coventry and Warwickshire as a whole. Further to recent representations at Local Plan examinations in South Worcestershire, Birmingham and Stratford, there may be a need to undertake some additional work that explicitly aligns housing need more closely with economic growth forecasts and the aspirations of the Coventry and Warwickshire Strategic Economic Plan (SEP). The results of this work could place an upward pressure on housing need. All relevant authorities are continuing to work alongside the Local Enterprise Partnership (LEP) to mitigate this risk.

6.3 What is the impact on the organisation?

No direct impact.

6.4 Equalities / EIA

An equalities and consultation analysis is not considered necessary for this paper. Appropriate work and engagement will be undertaken however as part of the next stage of the Local Plan.

Notwithstanding, the level of housing to be delivered in and around Coventry is expected to generate significant economic and social benefits to the city. This will be promoted by urban regeneration and the redevelopment of land currently sitting vacant and derelict. The delivery of new homes will also support additional opportunities for job creation and the delivery of new infrastructure.

6.5 Implications for (or impact on) the environment

At this point, there are expected to be some environmental impacts brought about by the level of housing outlined in this report and the likely need to release land from the Green Belt to meet the development needs of the city. This has previously been outlined in the draft Local Plan that was considered by Council in September 2014. The development of the Local Plan to date has included a commitment to protecting the city's highest value and most sensitive green spaces. This commitment remains unchanged by this report.

6.6 Implications for partner organisations?

There are no implications for partner organisations that cannot be mitigated or managed through the supporting work that has already been undertaken and will be prepared by the Council as it moves towards the final version of its new Local Plan.

There will however be potential implications for the Council's neighbouring authorities as part of the Duty to Cooperate. The extent of these impacts will largely depend upon the outcome of new evidence associated with capacity, and any subsequent changes to the distribution of housing growth. This is however expected to be managed by the respective authorities as they prepare their own Local Plans. These impacts are however expected to be minimised through the on-going development of a shared and consistent evidence base and will be considered through an active, constructive and on-going process as part of the Duty to Cooperate.

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Member: Councillor K Maton	Cabinet Member for Business, Enterprise and Employment	Place	03/02/15	04/02/15

This report is published on the council's website:

www.coventry.gov.uk/meetings**Appendices**

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COVENTRY AND WARWICKSHIRE and SOUTH EAST LEICESTERSHIRE

ECONOMIC PROSPERITY BOARD

21st November 2014

Process for Addressing the HMA's Full Housing Requirement

1 Purpose

- 1.1 This paper builds on the paper discussed at the EPB on 10th October. It seeks agreement for a clear, shared process and timeline to identify and address the HMA's additional housing requirement.

2 Background

- 2.1 At its meeting on 10th October, the Economic Prosperity Board agreed the following recommendations:
1. *Agree that all Councils proceed to adopt their Core Strategies and Local Plans without any further delay;*
 2. *Agree that the OAN for the whole of the HMA is as set out in the new (2014) JSHMA document at 4,004 homes per annum;*
 3. *Agree that, given the current starting point for the distribution of housing across the HMA is as set out in the table below, the process and timetable set out in Appendix Three is followed to agree a revised distribution :*

	<i>Proposed Distribution of Housing No's</i>
<i>Coventry</i>	<i>1,180</i>
<i>North Warwickshire</i>	<i>175</i>
<i>Nuneaton & Bedworth</i>	<i>495</i>
<i>Rugby</i>	<i>660</i>
<i>Stratford-on-Avon</i>	<i>540</i>
<i>Warwick</i>	<i>720</i>
<i>Shortfall</i>	<i>234</i>
<i>TOTAL (HMA)</i>	<i>4,004</i>

4. *Agree to carry out a review in the form of a Joint Core Strategy for the whole of the sub region starting no later than 2017 to be complete by 2020 relating to a period to 2041 (but recognising the need to start earlier if required to meet other housing needs from outside the HMA).*

5. *Request that officers bring forward a further report detailing timetable; the governance; officer/other resource and other details necessary to support a Joint Core Strategy for the sub region.*
6. *That recommendation 5 also considers how Hinckley and Bosworth's Development Plan would be linked with and/or incorporated.*

- 2.2 This paper seeks to provide further detail regarding recommendation 3 (particularly in relation to addressing the HMA's additional housing requirement (originally set out in previous papers as the "shortfall")) to ensure 4004 dwellings per annum is achieved) and provides a process and timetable to address recommendation 4 at the same time as recognising that not all the members of the EPB supported the proposal to work towards a Joint Core Strategy for the sub region.
- 2.3 The process and timeline set out in this report have therefore been prepared in such a way as to leave the option of preparing a Joint Core Strategy open, without committing to an actual Joint Core Strategy. However, even without a commitment to a Joint Core Strategy, the process is still considered to be an appropriate and effective means to address delivery of the HMA's housing requirement in full even if this is through co-ordinated reviews of individual Local Plans.

3 Why do we need to address an additional housing requirement?

- 3.1 The 2013 Joint Strategic Housing Market Assessment (JSHMA) identified a housing need within the HMA in the range of 3750 to 3800 dwellings per annum and this figure was supported by the Joint Committee in March 2014 along with a proposed distribution of this between the six authorities (see table 1 below). This figure was reviewed in 2014 following the publication of the updated ONS Sub National Population Projections. This review indicated the HMA's housing need is 4004 dwellings per annum (see table 1 below) which has now been agreed as the HMA's Objectively Assessed Need.

Table 1

	Previous JSHMA conclusion (2013)	New JSHMA Annex Conclusion (2014)
Coventry	1,180	1,811
North Warwickshire	165 - 175	204
Nuneaton & Bedworth	495	422
Rugby	660	453
Stratford-on-Avon	540 - 570	508
Warwick	720	606
TOTAL (HMA)	3,750 - 3,800	4,004

- 3.2 The higher Objectively Assessed Need agreed by the Economic Prosperity Board in October means there is an additional housing requirement of around 234 dwellings per annum (or 4680 over a 20 year period) that still needs to be addressed. However the exact scale of the additional requirement cannot be finalised until the capacity of each District is fully understood and this is dependent on Strategic Housing Land Availability Assessments (eg in Coventry and Rugby) and the Joint Green Belt Study.
- 3.3 This makes it premature and potentially unsustainable to address the additional requirement now by agreeing a final distribution between districts or by identifying the most appropriate sites. The distribution set out in recommendation 3 of the October EPB report has been agreed as a “starting point”. It is now suggested that the meaning of this is clarified to provide certainty for those authorities with impending local plan examination processes and to enable all authorities to provide a clear and consistent approach in dealing with appeals. It is therefore proposed that each authority commits to the distribution set out in recommendation 3 of the October EPB report (which is consistent with the distribution agreed in March 2014) but that it is recognised that this is subject to change if the proposed capacity work (set out in 4.1(b) below and step 7 of the table below) demonstrates that the level of housing proposed cannot sustainably be achieved within the administrative boundaries of any particular authority. In this case, the balance of the housing number will be added to the additional housing requirement and addressed as set out in the remainder of the process/timeline. In this context the additional requirement of around 234 dwellings per annum (or 4680 over a 20 year period) should be seen as the minimum.
- 3.4 Given that two authorities in the HMA will be subject to Examination in Public over the next 6 months and all will face planning appeals, it is vital that we develop and clearly commit to a shared process and timetable for addressing the additional housing requirement.
- 3.5 So, it is in the interests of all six local planning authorities to address this issue as soon as possible. However given the uncertainties about capacity and the most appropriate distribution, this means that at this stage we need to commit to a shared process and timeline. This must not simply be an agreement to address this in the future but must involve a clear commitment from all six authorities to a process that can demonstrably deal with the additional housing requirement and a commitment to deliver this process in accordance with a timeline. To achieve this commitment, it will be necessary for the process and timeline to not only be supported by the EPB but also for each of the six authorities to formally sign off the agreement.
- 3.6 A further connected issue is that we need a shared justification for the proposed distribution of the HMA’s housing requirement. This is particularly important to enable Coventry City Council to progress their local plan and will also ensure that the distribution is robustly defended at EIPs and appeals. To do this, it is proposed that estimated housing need set out in the JSHMA Annex “Part Return to Trend” figure (see appendix 1) is used as the initial consideration, as this forms the basis for the HMA’s objectively assessed need of 4004 dwellings per annum. However, it is recognised that the distribution of the OAN set out in that scenario is unrealistic as it indicates a need in excess of 36,000 dwellings for Coventry. In supporting the distribution set out in recommendation x below, the six Councils are recognising that the indicative distribution of the need in the JSHMA Annex cannot be met in reality and are accepting an initial redistribution to the Warwickshire authorities. This

redistribution enables the HMA to take a very significant step forward in achieving the OAN, subject to the further capacity work described below.

4 Process and Timeline to Identify and Address the Housing Shortfall

4.1 There are 5 key elements to the process set out in the timeline shown in Table 2 below:

- a) **Joint Monitoring:** establish an effective joint Monitoring Group to ensure consistent development monitoring processes
- b) **Assessment of Housing Land Capacity:** agree a joint methodology for undertaking SHLAAs and applying this to build a shared picture of the HMA housing land capacity and the distribution of this. This will also enable the exact scale of the shortfall to be established
- c) **Identify and agree broad spatial options:** Combine a capacity-led approach based on SHLAA information with other key factors like the SEP employment growth proposals, transport corridors, commuting patterns and migration patterns to establish and appraise broad spatial options for meeting the shortfall
- d) **Review of evidence:** assess and agree the impact of the Joint GB study, updated population projections, updated monitoring data (housing and employment); housing need arising outside the HMA etc)
- e) **Coordinated Review Process:** undertake a review process to ensure the HMA's housing requirement continues to be delivered.

Table 2

	Date	Task	Purpose
1	November to December 2014	Set up a joint Monitoring Group to establish consistent development monitoring processes (as a minimum this should cover housing and employment)	To enable the HMA's 5 year land supply position to be established To ensure consistent and comprehensive data is available regarding housing and employment delivery and supply
2	November to December 2014	Compare SHLAA methodologies and agree a shared methodology to be used for all SHLAA's undertaken within the HMA (SHLAA Workshop)	To ensure consistency between authorities and to enable reliable site comparisons to be made To enable the HMA's housing land capacity to be established and to understand the distribution of this capacity
3	December 2014 to January 2015	Each Local Authority to formally commit to the process and timetable	To ensure shared confidence that the process will be delivered To demonstrate to Inspector's that the shortfall will be addressed effectively
4	December 2014 to May 2015	First Local Plan examination window	Relevant to Stratford-on-Avon and Warwick, with DTC input from other 4 LPA's.
5	February	Completion of Joint Green Belt Study (stage	To inform housing land capacity work

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	2015	1)	To enable reliable site comparisons to be made
6	January to April 2015	Rugby, Coventry undertake SHLAA reviews in line with agreed methodology	To complete the HMA's SHLAA coverage To enable a comprehensive understanding of the HMA housing land capacity to be established
7	May to June 2015	Assess the HMA's housing land capacity and the distribution of this and undertake sustainability appraisal of broad spatial options	To inform the broad spatial options To understand the exact size of the shortfall To provide technical evidence to justify recommendations to the EPB
8	July 2015	Present appraisal of broad spatial options to EPB	To establish broad spatial options to inform the coordinated review process
9	June to December 2015 (indicative timescale)	Stage 2 of Joint Green Belt Review developed.	To ensure green belt constraints can be applied to the assessment of capacity in a consistent way
10	Autumn 2015	Report to EPB recommending preferred broad spatial approach for addressing the shortfall (this won't be specific but will be distribution principles)	To provide the spatial strategy for a coordinated review process (this will not identify sites)
11	October - 2015 to September 2016	Second Local Plan examination window	Relevant to Coventry, Rugby and Nuneaton and Bedworth, with DTC input from other 3 LPA's.
12	2015-2016	Research pros and cons of "coordinated review" options drawing on experience from elsewhere	To inform decisions on governance arrangements, resources, scope etc
13	2016	Remaining Local Plans adopted	Likely to include Coventry, Nuneaton and Bedworth and Rugby.
14	2016	Draw together other evidence e.g: <ul style="list-style-type: none"> • Impact of the current SEP • Proposals in revised SEP • Housing need arising outside the HMA • 2014 sub-national population projections • Any further SHLAA updates • Infrastructure requirements 	To inform the coordinated review process (or Joint Core Strategy)
15	2016	Agree/establish approach and governance for coordinated review process . This may take the form of a Joint Core Strategy or may involve a review of some or all adopted local plans (depending on the outcomes of the work on the broad spatial strategy)	To ensure coordinated review process (or Joint Core Strategy) is undertaken robustly and that it delivers the HMA's housing requirement
16	2016	Undertake preparatory work in advance of commencement of formal coordinated	Enables the coordinated review (or Joint Core Strategy) to be commenced

		<p>review process including:</p> <ul style="list-style-type: none"> • Agreeing the purpose and scope of coordinated reviews (or Joint Core Strategy) • Undertaking an evidence review and research to address any evidence gaps 	promptly and completed as quickly as possible
17	2017 to 2019	Undertake coordinated review(s) or Joint Core Strategy	To ensure HMA's housing and employment requirements are delivered and are supported by necessary strategic infrastructure

5 Recommendations

5.1 The EPB is recommended to:

5.2 **Recommendation 1:** Reaffirm 4004 dwellings per annum as the OAN for the Coventry and Warwickshire HMA.

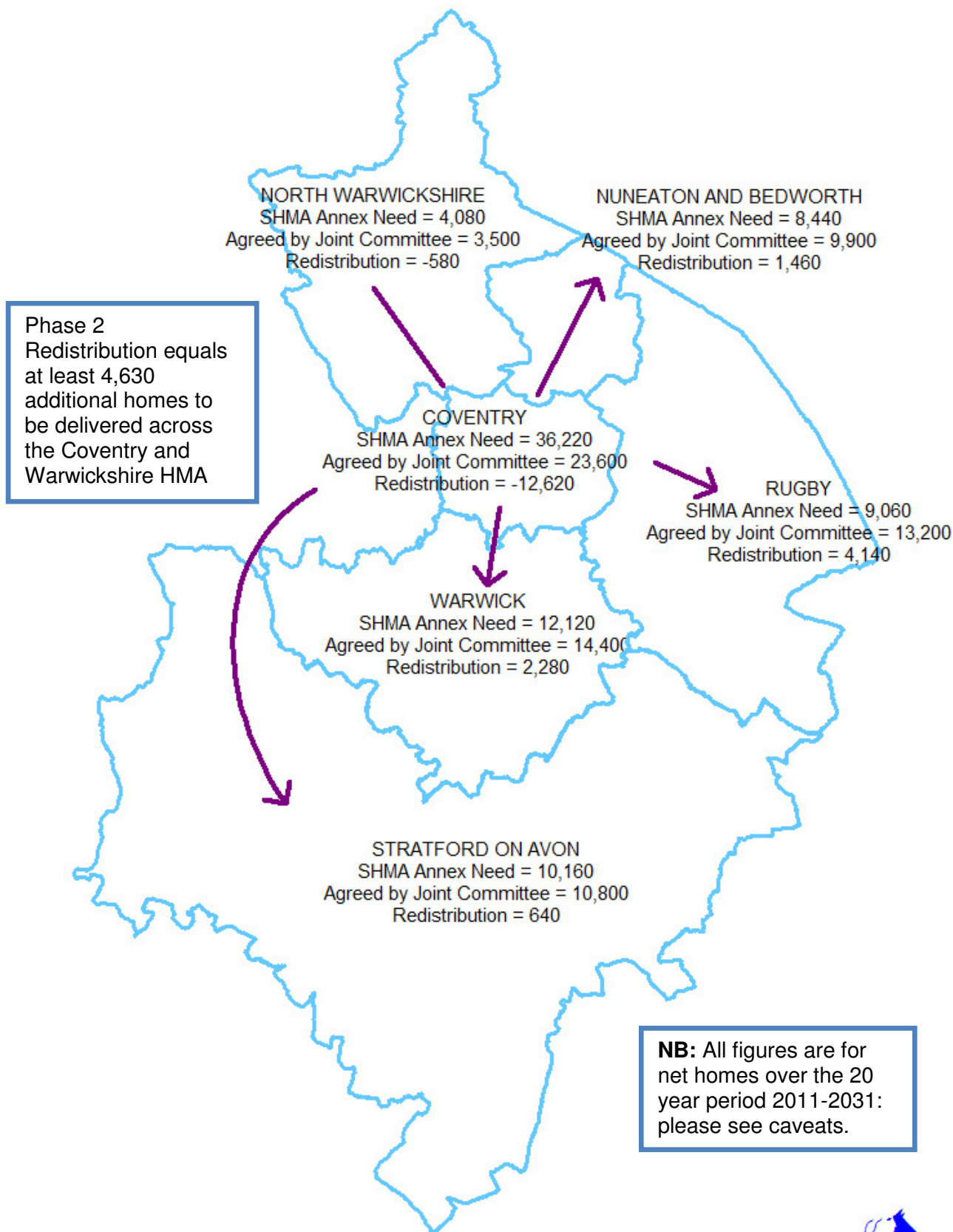
5.3 **Recommendation 2:** In recognition that Coventry City will not be able to accommodate the housing levels indicated in the Joint SHMA Annex (Table 1 above), it agrees the distribution **endorsed by the Board on 10th October 2014**, to accommodate some of the City's housing need, subject to a robust capacity study being undertaken.

5.4 **Recommendation 3:** Where, via such a study, any of the Warwickshire Districts can demonstrate that its capacity cannot meet the figure **endorsed by the Board on 10th October 2014**, the further shortfall will be added to sub regional additional housing need element.

5.5 **Recommendation 4:** agree the process and timeline set out in the Table 2 above to ensure delivery of the HMA's full housing need and that the process is commenced prior to the end of November 2014 as set out in the timeline.

5.6 **Recommendation 5:** agree that each of the six Local Planning Authorities within the HMA seek to formally sign off the recommendations of this report by February 2015.

Appendix 2 – Graphical overview of housing need redistribution across Coventry and Warwickshire.



Please note:

- i. The numbers for Stratford on Avon District Council are currently being considered as part of the Local Authorities on-going Local Plan examination, and as a result may increase above those identified in the map above.
- ii. The numbers for Rugby Borough Council are currently higher than those set out in their Adopted Core Strategy. The deliverability of the agreed figure is to be addressed as part of the Local Authorities Local Plan review process.
- iii. In relation to North Warwickshire Borough Council, it is understood that their identified shortfall may be considered as part of the Local Authorities Site Allocations Development Plan Document, currently being prepared.
- iv. The plan recently submitted by Warwick District Council is only scheduled to run to 2029. As such, any figures quoted in this plan may appear slightly different to those in the map above.

Appendix 3 – Timetable for endorsement of the Joint Committee Report by Warwickshire authorities

Local Authority	Committee and date:
Rugby Borough Council	Cabinet 2 nd February Council 10 th February 2015
Warwick District Council	Council 28 th January 2015
Nuneaton and Bedworth Borough Council	Cabinet 4 th February 2015
North Warwickshire Borough Council	LDF sub-committee 21 st January 2015 Executive Board 10 th February 2015 Full Council 25 th February 2015
Stratford upon Avon District Council	Cabinet 19 th January 2015

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Council – 17th March 2015

**Recommendation from Cabinet
3rd March 2015**

Coventry City Council

Minutes of the Meeting of Cabinet held at 2.00 pm on Tuesday, 3 March 2015

Present:

Members: Councillor Mrs Lucas (Chair)
Councillor Townshend (Deputy Chair)
Councillor Abbott
Councillor Gannon
Councillor Gingell
Councillor Kershaw
Councillor Lancaster
Councillor Ruane

Deputy Cabinet Members: Councillor Chater
Councillor McNicholas

Non-Voting Opposition Members: Councillor Andrews
Councillor Blundell

Other Members: Councillor Bains
Councillor Thomas

Employees (by Directorate):

Chief Executive's: M Reeves (Chief Executive), F Collingham, J Moore

People B Walsh (Executive Director), M Godfrey

Place M Yardley (Executive Director), M Andrews, C Knight,
M Waters, A Williams

Resources E Dewar, C Forde, B Hastie, L Knight, N Sutaria

Apologies: Councillors Brown, Fletcher and Maton

RECOMMENDATION

124. European Regional Development Fund (ERDF) Open Call for Extension to Projects

The Cabinet considered a report of the Executive Director for Place, which set out proposals for the extension of existing projects funded through the European Regional Development Fund (ERDF) following an opportunity to bid for additional funds.

Coventry and Warwickshire had been very successful in the current round of European Regional Development Fund (ERDF) in attracting external funding to the area. Under the ERDF Sustainable Urban Development Programme Coventry & Warwickshire (C&W) had a notional allocation of £12.5m to spend on urban projects between 2006-2015 and over the course of the programme, through the City and Coventry and Warwickshire Local Enterprise Partnership (CWLEP) demonstrating a clear understanding of ERDF priorities and an ability to deliver on time, to budget and profile, the original allocation was tripled to over £38m. When averaging this grant across the population, Coventry City Council had secured an average of over £116 per resident – the best across the West Midlands. This compared to £32 in Birmingham, £36 in Solihull, £58 in Stoke-on-Trent, £27 in Dudley £27 and £12 in Sandwell.

The Department for Communities and Local Government (DCLG) had given current ERDF programmes the opportunity to bid for more funds to extend delivery. Coventry put forward a number of schemes for additional funds and would be likely to find out at the end of February whether it had been successful or not. This presented a good opportunity for the City to look at its capital programme and future schemes, and to start to develop proposals for future projects. As always the Council had positioned Coventry & Warwickshire with the Department for Communities and Local Government (DCLG) as a place that they can invest ERDF in and it will successfully deliver.

If any projects were successful, the spend and delivery would need to have been made by 31st December 2015 as that was the fixed end of the programme and DCLG are not in a position to extend this.

Early indications from DCLG are that there is little additional funding available at this stage, and priority will be given to projects 'bridging the gap' between the current European Funding programme and the new European Programme, such as business support type projects, rather than capital projects. However, the Council is clear on its priorities and submitted a bid which, if given the opportunity, could spend any further ERDF underspend in the future as it becomes available.

The Cabinet noted that the was submitted in advance of knowing the outcome of the Council's bids and was seeking approval that if the Council were successful in securing ERDF, it could quickly move to become the accountable body for any additional ERDF it is allocated, contract and mobilise the workforce accordingly to ensure delivery by 31 December 2015. Any delay in the decision making process would jeopardise the Council's ability to deliver the schemes within the timeframes set.

In summary, the bids submitted related to Public Realm works; Friargate Bridge / Whitley; Enterprise and Business Growth; Fargo Village; Coventry International Transport Museum and CWLEP Small Business Loans.

It was further noted that a separate report was submitted detailing submissions in relation to Public Realm Phase 3 extension (3a) which covered Friargate Bridge / Whitley and Public Realm projects in more detail.

The Cabinet agreed to:

1. Recognise the opportunity to bid for further ERDF as a significant part of the Regeneration of the City, and retrospectively confirm, its support to bid for further of ERDF for the projects listed in the report.
2. Receive a further report at a subsequent meeting of Cabinet confirming what projects, if any, have been successful in securing additional ERDF.
3. Authorise the City Council to act as guarantor and delegate authority to the Executive Director for Place in consultation with the Executive Director for Resources to enter into grant aid agreements with DCLG on ERDF terms and conditions projects if they are successful in securing ERDF for the following projects: Enterprise & Business Growth, Fargo Village and Coventry International Transport Museum

RESOLVED that, subject to being notified that it has been successful in securing additional ERDF, the Cabinet recommend that the Council authorise the City Council to act as guarantor and delegate authority to the Executive Director for Place in consultation with the Executive Director for Resources to enter into grant aid agreements with DCLG on ERDF terms and conditions projects if they are successful in securing ERDF for the following projects: Public Realm and Friargate Bridge/ Whitley.

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Cabinet
Council

3 March 2015
17 March 2015

Name of Cabinet Member:

Cabinet Member for Business, Enterprise and Employment – Councillor Maton
Cabinet Member for Public Services – Councillor Lancaster

Director Approving Submission of the report:

Executive Director for Resources

Ward(s) affected:

All

Title:

European Regional Development Fund (ERDF) Open Call for Extension to Projects

Is this a key decision?

Yes as it has the potential to affect all wards within the City and expenditure is in excess of £1m

Executive Summary:

Coventry and Warwickshire have been very successful in the current round of European Regional Development Fund (ERDF) in attracting external funding to the area. Under the ERDF Sustainable Urban Development Programme Coventry & Warwickshire (C&W) had a notional allocation of £12.5m to spend on urban projects between 2006-2015 and over the course of the programme, through the City and CWLEP demonstrating a clear understanding of ERDF priorities and an ability to deliver on time, to budget and profile, we tripled that allocation to over £38m. When averaging this grant across the population, Coventry City Council has secured an average of over £116 per resident – the best across the West Midlands. This compares to £32 in Birmingham, £36 in Solihull, £58 in Stoke-on-Trent, £27 in Dudley £27 and £12 in Sandwell.

The Department for Communities and Local Government (DCLG) has given current ERDF programmes the opportunity to bid for more funds to extend delivery. Coventry has put forward a number of schemes for additional funds and is likely to find out at the end of February whether it has been successful or not. This has presented a good opportunity for the City to look at its capital programme and future schemes, to start to develop proposals for future projects. As always we have positioned Coventry & Warwickshire with the Department for Communities and Local Government (DCLG) as a place that they can invest ERDF in and we will successfully deliver.

If any projects are successful spend and delivery will need to have been made by 31st December 2015 as that is the fixed end of the programme and DCLG are not in a position to extend this. Early indications from DCLG are that there is little additional funding available at this stage, and priority will be given to projects 'bridging the gap' between the current European Funding

programme and the new European Programme, such as business support type projects, rather than capital projects. However, the council is clear on its priorities and has submitted a bid which, if given the opportunity, could spend any further ERDF underspend in the future as it becomes available.

This report to Cabinet and Council is in advance of knowing the outcome of our bids and is seeking approval from members that if the Council is successful in securing ERDF, it can quickly move to become the accountable body for any additional ERDF it is allocated, contract and mobilise the workforce accordingly to ensure delivery by 31 December 2015. Any delay in the decision making process will jeopardise the Council's ability to deliver the schemes within the timeframes set.

A separate report *Public Realm Phase 3 extension (3a)* is on the agenda for this meeting and covers Friargate Bridge/Whitley and Public Realm projects in more detail.

Recommendations

Cabinet is requested to:

1. Recognise the opportunity to bid for further ERDF as a significant part of the Regeneration of the City, and retrospectively confirm, its support to bid for further of ERDF for the projects listed in the report;
2. Agree to receive a further report at a subsequent meeting of Cabinet confirming what projects, if any, have been successful in securing additional ERDF; and
3. Authorise the City Council to act as guarantor and delegate authority to the Executive Director for Place in consultation with the Executive Director for Resources to enter into grant aid agreements with DCLG on ERDF terms and conditions projects if they are successful in securing ERDF for the following projects: Enterprise & Business Growth, Fargo Village and Coventry International Transport Museum

Subject to being notified that it has been successful in securing additional ERDF, the Cabinet is requested to recommend that Council:

4. Authorise the City Council to act as guarantor and delegate authority to the Executive Director for Place in consultation with the Executive Director for Resources to enter into grant aid agreements with DCLG on ERDF terms and conditions projects if they are successful in securing ERDF for the following projects: Public Realm and Friargate Bridge/Whitley.

Subject to being notified that it has been successful in securing additional ERDF, Council is requested to:

5. Authorise the City Council to act as guarantor and delegate authority to the Executive Director for Place in consultation with the Executive Director for Resources to enter into grant aid agreements with DCLG on ERDF terms and conditions projects if they are successful in securing ERDF for the following projects: Public Realm and Friargate Bridge/Whitley.

List of Appendices included:

None

Background Papers:

None

Other Useful Documents:

1. European Regional Development Fund (ERDF) Open Call for projects – Council Report of 24th June 2014
[ERDF Open Call For Projects PUBLIC Cabinet Report - 17 June 2014.doc](#)
2. Public Realm Phase 3 extension (3a) - Council Report of 17th March 2015

Has it been or will it be considered by Scrutiny?

No

Has it been or will it be considered by any other Council Committee, Advisory Panel or other body?

No

Will this report go to Council?

Yes, 17 March 2015

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Report title: European Regional Development Fund (ERDF) Open Call for Extension to Projects

1 Context (or background)

- 1.1 Coventry City Council in conjunction with the Coventry & Warwickshire Local Enterprise (CWLEP) has been extremely successful in securing external funding for economic regeneration.
- 1.2 All external funding requires there to be an accountable body, and in more cases than not the expertise and experience within the City Council has meant it has taken on the role of accountable body to act as guarantor to the funder for the grant in the unlikely event that it has to be repaid.

European Regional Development Fund (ERDF)

- 1.3 The 2007 – 2013 ERDF programme for the West Midlands is allocated regionally across three priorities. Priority 1 is largely aimed at universities and research institutions while Priority 2 is aimed at offering support to businesses and generating business start-ups and Priority 3 has geographical targeting on Sustainable Urban Development. Under priority 3 CWLEP had a notional allocation of £12.5m to spend on urban projects between 2006-2015 and over the course of the programme, through the City and CWLEP demonstrating a clear understanding of ERDF priorities and an ability to deliver on time, to budget and profile, we tripled that allocation to over £38m. When averaging this grant across the population, Coventry City Council has secured an average of over £116 per resident – the best across the West Midlands. This compares to £32 in Birmingham, £36 in Solihull, £58 in Stoke-on-Trent, £27 in Dudley £27 and £12 in Sandwell.
- 1.4 The 2007 – 2013 ERDF programme covers expenditure up until December 2015 and currently has a slight underspend across the West Midlands. As a result DCLG issued an invitation for current projects to bid for additional funding but has not stipulated how much it is envisaged it will have available to allocate. Projects needed to demonstrate additional impact and be completed by 31 December 2015. The closing date for bids was noon Friday 16 January 2015 and decisions on these extension projects will be made by Friday 27 February 2015.
- 1.5 Projects summarised below requiring cabinet and council approval were submitted as part of the open call:
 - 1.5.1 Public Realm. A separate report *Public Realm Phase 3 extension (3a)* is on the agenda for this meeting and is more detailed, but to give some indication of the projects the additional Public Realm investment could see:
 - a major initiative to promote tourism in the city including improvements to the links between the Cathedral and the revamped and expanded Motor Museum along with enhancements to the Hill Top conservation area;
 - de-culverting of the River Sherbourne and waterside landscaping at Palmer Lane to kickstart the regeneration of this area;
 - re-paving of Far Gosford Street to complement the Gosford Street public realm scheme, and complement the redevelopment of many historic buildings and Fargo Village;
 - enhancement to Bishop Street to complete the link between existing public realm works and the canal basin scheme to help promote regeneration;

- an enhancement of the Lidice Place proposals in front of St Johns church;
- extension of the Belgrade Plaza scheme to include the provision of an alternative route to West Orchards car park to alleviate congestion.

- 1.5.2 **Friargate Bridge/ Whitley** - Works to enhance access to Coventry railway station from Warwick Road, and works at Whitley Bridge. (Details in the Public Realm Phase 3 extension (3a) report).
- 1.5.3 **Enterprise and Business Growth** – Increase in grant has been requested for Access to Finance to provide support to businesses to enable growth and also to provide support to business-start ups in rural Warwickshire.
- 1.5.4 **Fargo Village** - New floorspace being created due to one of the site occupiers expanding
- 1.5.5 **Coventry International Transport Museum** – Funding is required to replace asbestos discovered in the museum and to carryout additional masonry repairs on the clock tower. Also, for two FTE salaries needed to support the project during 2015.
- 1.5.6 **CWLEP Small Business Loans** – Increased grant to provide additional finance provision for businesses.

2 Options considered and recommended proposal

- 2.1 **Option 1 - The City Council retrospectively approves the submission of bids and acts as accountable body for any secured ERDF** - The City Council has acted as lead applicant or accountable body for many European-funded projects since 1984 when the area first became eligible for such funding. In essence it means being responsible for monitoring the spend, submitting grant claims to DCLG for eligible expenditure and demonstrating that the grant has been spent in achieving the outputs of the project.
- 2.1.1 **Option 2 - Proceed without ERDF** - Without ERDF support the projects will either be scaled down or delayed or not proceed. This call is the last opportunity to attract ERDF grant in this current programme, and in particular in respect of Public Realm projects as the current national thinking is that urban development projects will not be eligible for ERDF grant in the new programme 2014-2020 to Coventry & Warwickshire only Core Cities will have the privilege to use these future funds for sustainable urban developments.
- 2.1.2 **Option 3 - Decline to take on the accountable body role** – The Council is already managing the accountable role in respect of projects in Table 5.1. If the Council declines to take on the role of accountable body for any additional funds granted this would not be favourably looked on by DCLG and in our view and would most likely result in DCLG withdrawing the applications for funding. DCLG need to be sure that the accountable body has a track record of successful delivery and are satisfied that the City Council will fulfil this role. In addition, the fewer accountable bodies that DCLG contract with, the lower the cost of managing the whole programme and the greater cohesion across the programme.

2.2 Recommended Proposal

- 2.2.1 It is recommended that the Council moves forward with Option 1.

3 Results of consultation undertaken

3.1 The New Jobs Strategy 2014 - 2017 is the Council's proposal for taking forward the economy of the city in the light of the changed circumstances experienced over recent years. ERDF matched against core funds for these projects is aligned to delivering the Jobs Strategy and the priorities of the CWLEP set out in their 4-year strategy based on the Local Economic Assessment and feedback from local businesses which include:

- Creating New Jobs
- Creating business growth
- Removing barriers to growth

The proposals submitted as part of the ERDF call are aligned to the priorities and aspirations of the CWLEP Strategic Economic Plan (SEP) and will provide match funding to access Growth Deal funding going forward

3.2 The development of the ERDF projects has been completed with LEP partners and reflects the CWLEP's priorities most in need of public investment.

3.3 The CWLEP has undertaken a consultation exercise with local business to determine the priorities it should focus on. The proposals and projects here fully align to the proposed CWLEP SEP and the new European Structural Investment Fund (ESIF) Strategy.

4 Timetable for implementing this decision

4.1 The requests for additional funding were submitted Friday 16 January 2015 and decisions on these extension projects will be made by Friday 27 February 2015.

4.2 All projects are currently delivering what they have already been contracted to deliver with DCLG will continue to do so until decision on grant extensions are received and until Cabinet approval is given to engage in the additional activity.

4.3 All spend must take place by 31 December 2015.

5 Comments from Executive Director Resources

5.1 Financial implications

5.1.1 The Council are proposing to be the accountable body for all of the ERDF projects listed above. Whilst this is not unusual, the financial implications to the Council should be clearly understood as per the table below.

5.1.2 The Council's financial contribution for Public Realm and Friargate Bridge/Whitley is covered in the *Public Realm Phase 3 extension (3a)* report submitted to this meeting. The Council's financial contribution in respect of the remaining projects is from existing approved resources.

5.1.3 In the event that any of the above ERDF project bids or non-City Council match funding requirements are not successfully secured, the proposed works will need to be scaled down to match available resources.

Table 5.1 Table of Projects Submitted to DCLG for ERDF Funding £000's

Scheme	Project	ERDF Request	CCC Match	Other Match	Private Match	Total Investment
Projects above £2.5m requiring <u>Council Approval</u> to act as guarantor						
Public Realm	Refer to Public Realm Phase 3 extension report	6,890	66	7034	1121	19,347
Regeneration	Friargate Bridge / Whitley Bridge - Refer to Public Realm Phase 3 extension report	4,811	0	7890	479	13,438
Projects above £0.5m up to £2.5m requiring <u>Cabinet Approval</u> to act as guarantor						
Business Support	Enterprise & Business Growth	540	0	40	2,778	3,357
Regeneration	Fargo Village	534	8	0	389	932
Culture & Tourism	Coventry International Transport Museum	527	23	0	60	610
Projects up to £0.5m agreed by the Executive Directors Place & Resources (For Cabinet and Council Information only)						
Business Support	Small Business Loans	357	0	0	357	714
GRAND TOTAL		13,659	97	14,964	5,184	38,398

5.2 Legal implications

- 5.2.1 The Council will act as the accountable body for the ERDF projects on the terms of the EU and DCLG requirements. The Council will be issued with a grant offer containing terms and conditions. It is anticipated that based on other grant funding agreements entered into by the Council there will be provisions relating to repayment/clawback of the grant to DCLG in certain circumstances, the risk of such will be managed in accordance with 6.3.
- 5.2.2 For one of these projects, the terms and conditions will be devolved across to the Transport Museum Trust in a grant agreement. These will ensure appropriate conditions and obligations which are imposed upon the Council are passed to the grant recipients who receive the funding for delivering projects. The Council has power to act as guarantor under Section 1 of the Localism Act 2011 and in respect of the leisure function at the transport museum under section 19 of the Local Government (Miscellaneous Provisions) Act 1976.

5.2.3 All other grant agreements in respect of the projects in the table above will be amended accordingly.

6 Other implications

6.1 How will this contribute to the Council plan (www.coventry.gov.uk/councilplan) ?

6.1.1 The City Council's New **Jobs Strategy 2014-17** highlights the importance of creating jobs which the city needs. All project extensions will support job creation within Coventry and be aligned with the following two objectives of the strategy:

- Secure job opportunities through investment – businesses and investors continue to recognise Coventry as the right place for them to invest and grow
- Help people get jobs – pursuing prosperity so that in Coventry everyone who wants a job will have the opportunity to secure one that matches their skills.

6.1.2 All these schemes will indirectly or directly provide jobs across the city and sub-region. The Jobs Strategy specifically acknowledges the importance of public realm improvements in creating new jobs in the city centre. Coventry's Sustainable Community Strategy sets out the ambitions for "a prosperous Coventry with a good choice of jobs and business opportunities for all the city's residents". One of its long-term outcomes is accelerating economic growth for the city and creating a more diverse range of businesses and employment.

6.1.3 The proposed extensions to the current Public Realm programme are closely aligned with one of the **CWLEPs core objectives**, which is to develop Strategic Infrastructure. It is also aligned with the CWLEP's Inward Investment objective, particularly as improved public realm will help to open up new employment sites (most notably the Friargate Bridge and City Centre South sites), and provide compelling reasons for companies to locate into the region.

6.1.4 The CWLEP recognises the importance of a successful Coventry city centre to the sub-region as a whole in its strategy. The proposed extension of the Public Realm Phase 3a is closely aligned with the "Unlocking Growth Potential" theme of the Coventry and Warwickshire Strategic Economic Plan (SEP), specifically by unlocking the potential for development on key new city centre employment sites.

6.2 How is risk being managed?

6.2.1 Arrangements are in place within the Place Directorate to deliver the accountable body role ensuring that procedures are in place to manage risk for these five projects.

6.2.2 The financial risk associated with the ERDF sits with the Council. However the risk of claw back by DCLG and/or the EU is minimal so long as the expenditure is defrayed against eligible activity and in the permitted timeframe. This risk will be mitigated by the implementation of strict procedures for the project management of ERDF-funded work. We will maintain close liaison with our monitoring officer in DCLG, and ensure that funding contracts awarded by the Council for the completion of infrastructure works place risk on the organisations which complete the works.

- 6.2.3 The Council has a good track record for maintaining and achieving significant financial controls and well established procedures for handling public funds and these will be applied to the ERDF projects in order to ensure that the best possible value is achieved for the EU's investment in the schemes. Therefore the view of officers is that risk of clawback for each scheme is minimal.
- 6.2.4 The Council has already put in place an External Funding Board, chaired by the Assistant Director Financial Management, with officers from both Place and Resources, whose role is to ensure that the Council satisfactorily carries out its legal responsibilities and manages the risks to the Council in holding these types of funds. The group sits alongside partnership decision making and strategy groups such as the CWLEP Board where investment policy is determined and spend proposals are approved. The Executive Director Resources and Assistant Director City Centre & Development Services are also members of the CWLEP Executive & Secretariat.
- 6.2.5 The City Council's Resources & New Projects (RNP) Team is highly experience in dealing with external funding and will lead the programme management for all the various projects ensuring that suitable monitoring and governance arrangements are in place.
- 6.2.6 The individual projects will each have project officers/managers in place responsible for managing compliance with the funding requirements such as publicity, procurement and for monitoring progress including making grant claims to DCLG. The highly experienced Planning, Transport & Highways division who have already successfully delivered the Public Realm programme will continue to implement any successful public realm schemes.
- 6.2.7 The RNP Team will have regular meetings with all the projects to review overall progress and to liaise between them and the Governments Local Growth teams within DCLG and Department for Business Innovation and Skills (DBIS).

6.3 What is the impact on the organisation?

6.3.1 HR Implications

- 6.3.2 To ensure successful delivery of these large projects and the Council's ability to provide an adequate accountable body function, additional staff resources may be required and will be recruited through the council's authorised recruitment protocols. Staff are already in place for the existing ERDF funded projects and it is envisaged they will continue to carry out this function and take on the new projects. Due to the temporary nature of the funding, any recruitment that may take place would offer fixed term contracts.

6.4 Equalities / EIA

- 6.4.1 Each of the infrastructure projects will undertake an Equality Impact Assessment as part of project development and impact.

6.5 Implications for (or impact on) the environment

6.5.1 The large scale infrastructure projects will have an impact on the environment in the city centre. All businesses are now very conscious of energy costs. At the point of making investments in plant and machinery or indeed property the opportunity to reduce energy consumption per unit of output is invariably taken. The Far Gosford Street projects and the CTM are all aimed at improving the visual environment of the city centre. The public realm improvements will result in freer flowing traffic through improving junction capacity and introduce more green spaces and trees into the city centre.

6.6 Implications for partner organisations?

6.6.1 The public realm activities would increase the attractiveness of these sites to private sector developers, and is likely to bring new employment land forward for development (again, this is reflected by the fact private sector developers have committed to provide some of their own resources to develop). The separate report *Public Realm Phase 3 extension (3a)* gives more detail.

Report author:**Name and job title:**

Andy Williams, Resources & New Projects Manager

Directorate:

Place Directorate

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(All queries should be directed to the above person)

Contributor/ Approver name	Title	Directorate	Date doc sent out	Date response received or approved
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Liz Kantor	Programme Development Manager	Place	6/2/15	6/2/15
Jaz Bilen	HR Manager	Resources	6/2/15	9/2/15
Richard Moon	Senior Development Executive	Place	6/2/15	9/2/15
Mick Burn	Procurement Manager	Resources	6/2/15	9/2/15
Barry Butterworth	Team Leader (Development and Regeneration)	Place	6/2/15	9/2/15
Lara Knight	Governance Services Team Leader	Resources	6/2/15	9/2/15
Rhian Jones	Transport Projects Officer	Place	6/2/15	9/2/15
David Cockroft	Assistant Director, City Centre & Development Services	Place	6/2/15	9/2/15
Approvers:				
Legal: Rosalyn Lilley	Solicitor	Resources	6/2/15	9/2/15
Finance: Phil Helm	Finance Manager, Place	Place	6/2/15	9/2/15
Director: Martin Yardley	Executive Director	Place	9/2/15	10/2/15
Members: Councillor Kevin Maton	Cabinet Member (Business, Enterprise & Employment)	-		
Members: Councillor Rachel Lancaster	Cabinet Member (Public Services)	-		

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Council – 17th March 2015

**Recommendation from Cabinet
3rd March 2015**

Coventry City Council

Minutes of the Meeting of Cabinet held at 2.00 pm on Tuesday, 3 March 2015

Present:

Members: Councillor Mrs Lucas (Chair)
Councillor Townshend (Deputy Chair)
Councillor Abbott
Councillor Gannon
Councillor Gingell
Councillor Kershaw
Councillor Lancaster
Councillor Ruane

Deputy Cabinet Members: Councillor Chater
Councillor McNicholas

Non-Voting Opposition Members: Councillor Andrews
Councillor Blundell

Other Members: Councillor Bains
Councillor Thomas

Employees (by Directorate):

Chief Executive's: M Reeves (Chief Executive), F Collingham, J Moore

People B Walsh (Executive Director), M Godfrey

Place M Yardley (Executive Director), M Andrews, C Knight,
M Waters, A Williams

Resources E Dewar, C Forde, B Hastie, L Knight, N Sutaria

Apologies: Councillors Brown, Fletcher and Maton

RECOMMENDATION

127. Public Realm Phase 3 Extension (3a)

The Cabinet considered a report of the Executive Director for Place, which set out proposals for potential extensions to the Public Realm Phase 3 programme following an opportunity to bid for further European Regional Development Funding.

A corresponding private report detailing commercially confidential aspects of the proposals was also submitted for consideration.

An opportunity had arisen to bid for further European Regional Development Funding (ERDF) to continue Coventry's extremely successful programme of public realm and infrastructure improvements.

A bid for a further £11.7m had been submitted and this, along with up to an additional £3m from the Growth Deal 2 grant (subject to formal approval) could take the total investment in public realm projects to over £40m with only £3.5m having been funded using the Council's own funds. The benefits of this investment were now being seen with the announcement of the conversion of Cathedral Lanes into a restaurant quarter, the expansion of Coventry University and growing interest in Friargate.

When considered with the investment in the Station Masterplan and Highways and Transport Capital Programme, the total additional investment in the City for 2015/16 was over £70m. This would further bolster the confidence evidenced in the recent report from the thinktank 'Centre for Cities' where Coventry was named as the most successful city in the West Midlands and a top 10 City in the Country in terms of economic and jobs growth. The public realm works would help bring forward future investment in the city centre, including the City Centre South development.

The report indicated that the additional public realm investment could see:

- An extension of the Belgrade Plaza scheme to include the provision of an alternative route to West Orchards car park to alleviate congestion.
- An enhancement of the Lidice Place proposals in front of St Johns church;
- A major initiative to promote tourism in the city including improvements to the links between the Cathedral and the revamped and expanded Motor Museum along with enhancements to the Hill Top conservation area;
- Re-paving of Far Gosford Street to complement the Gosford Street public realm scheme, the redevelopment of many historic buildings and Fargo Village;
- Partial de-culverting of the River Sherbourne and waterside landscaping at Palmer Lane to kickstart the regeneration of this area;
- Enhancement to Bishop Street to complete the link between existing public realm works and the canal basin scheme to help promote regeneration;

It was noted that the bid also included additional funding for the Friargate infrastructure and Whitley Bridge.

Although the Council had been invited to make the bid by the Department for Communities and Local Government (DCLG), the actual amount available was going to depend on how much other authorities decide to hand-back and DCLG

interpretation of the bids being submitted as expansion to current schemes. All authorities in the ERDF programme had to report quarterly on progress and were expected to 'de-commit' funding if they thought they could not spend it by the deadline of December 2015. Therefore, the programme set out for Coventry would have to be flexible so that any money the City Council received could be spent efficiently as the deadline was non-negotiable.

To ensure that the capital programme as a whole could be managed within the available budget, the Cabinet noted a proposed priority order for the schemes. The first priority would be to ensure the Friargate (including Warwick Road Station Access) and Whitley projects were completed.

The bid was submitted on 16th January 2015 and the outcome was expected at the end of February 2015. It was also noted that there was the possibility of even further ERDF funding being available following the submission of the April returns.

The Cabinet agreed to delegate authority to the Executive Director Place, in consultation with Cabinet Members for Public Services and for Business, Enterprise and Employment, to agree the detailed works for schemes in Coventry city centre Public Realm Phase 3a as set out in Appendix B of the report submitted and their prioritisation for implementation given the uncertainty on the available funding.

RESOLVED that the Cabinet recommends that the Council:

- 1. Authorise the new and additional programme of works, as set out in Appendix B of the report submitted, for Public Realm Phase 3a totalling £15.4m, to be added to the approved capital programme for 2015/16, utilising £11.7m ERDF, £3m Growth Deal grant, £0.7m LTP, subject to funds being made available and priority order set out in the report.**
- 2. Subject to funding agreement and conditions, authorise the accelerated expenditure of £3m Growth Deal grant from the 'Coventry City Centre' project from 2016/17 to 2015/16 to part-fund the public realm programme and cash-flowed by the capital programme;**
- 3. Authorise the updating of the Council's approved Capital programme, in consultation with Cabinet Member for Public Services, to reflect the revised detailed programme of works as can be afforded within funding available including any new ERDF and Growth Deal 2 monies**

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A separate report is submitted in the private part of the agenda in respect of this item, as it contains details of financial information required to be kept private in accordance with Schedule 12A of the Local Government Act 1972. The grounds for privacy are that it contains information relating to the financial and business affairs of any particular person (including the authority holding that information). The public interest in maintaining the exemption under Schedule 12A outweighs the public interest in disclosing the information.

Cabinet
Council

3 March 2015
17 March 2015

Name of Cabinet Member:

Cabinet Member for Public Services – Councillor Lancaster

Director Approving Submission of the report:

Executive Director for Place

Ward(s) affected:

All

Title:

Public Realm Phase 3 extension (3a)

Is this a key decision?

Yes as it has the potential to affect all wards within the City and expenditure is in excess of £1m

Executive Summary:

An opportunity has arisen to bid for further European Regional Development Funding (ERDF) to continue Coventry's extremely successful programme of public realm and infrastructure improvements.

A bid for a further £11.7m has been submitted. This, along with up to an additional £3m from the Growth Deal 2 grant (subject to formal approval) could take the total investment in public realm projects to over £40m with only £3.5m having been funded using the Council's own funds. The benefits of this investment are now being seen with the announcement of the conversion of Cathedral Lanes into a restaurant quarter, the expansion of Coventry University and growing interest in Friargate.

Taken with the investment reported in the Station Masterplan and Highways and Transport Capital Programme reports, the total additional investment in the city for 2015/16 is over £70m. This will further bolster the confidence evidenced in the recent report from the thinktank 'Centre for Cities' where Coventry was named as the most successful city in the West Midlands and a top 10 City in the Country in terms of economic and jobs growth. The public realm works will help bring forward future investment in the city centre, including the City Centre South development.

The additional public realm investment could see:

- extension of the Belgrade Plaza scheme to include the provision of an alternative route to West Orchards car park to alleviate congestion.
- an enhancement of the Lidice Place proposals in front of St Johns church;
- a major initiative to promote tourism in the city including improvements to the links between the Cathedral and the revamped and expanded Motor Museum along with enhancements to the Hill Top conservation area;
- re-paving of Far Gosford Street to complement the Gosford Street public realm scheme, the redevelopment of many historic buildings and Fargo Village;
- partial de-culverting of the River Sherbourne and waterside landscaping at Palmer Lane to kickstart the regeneration of this area;
- enhancement to Bishop Street to complete the link between existing public realm works and the canal basin scheme to help promote regeneration;

The bid also includes additional funding for the Friargate infrastructure and Whitley Bridge.

It should be noted that although we have been invited to make this bid by the Department for Communities and Local Government (DCLG), the actual amount available is going to depend on how much other authorities decide to hand-back and DCLG interpretation of the bids being submitted as expansion to current schemes. All authorities in the ERDF programme have to report quarterly on progress and are expected to 'de-commit' funding if they think they cannot spend it by the deadline of December 2015. Therefore, the programme set out in this report has to be flexible so that any money the City Council receives can be spent efficiently as the deadline is non-negotiable.

To ensure that the capital programme as a whole can be managed within the available budget, this report proposes a priority order for the schemes. The first priority will be to ensure the Friargate (including Warwick Road Station Access) and Whitley projects are completed.

The bid was submitted on January 16th 2015 and the outcome is expected at the end of February 2015. There is the possibility of even further ERDF funding being available following the submission of the April returns.

Recommendations

Cabinet is requested to:

1. Delegate authority to the Executive Director Place, in consultation with Cabinet Members for Public Services and for Business, Enterprise and Employment, to agree the detailed works for schemes in Coventry city centre Public Realm Phase 3a as set out in Appendix B and their prioritization for implementation given the uncertainty on the available funding.

Cabinet are requested to recommend that Council:

2. Authorise the new and additional programme of works, as set out in Appendix B, for Public Realm Phase 3a totalling £15.4m, to be added to the approved capital programme for 2015/16, utilising £11.7m ERDF, £3m Growth Deal grant, £0.7m LTP subject to funds being made available and priority order set out in this report;
3. Subject to funding agreement and conditions, authorise the accelerated expenditure of £3m Growth Deal grant from the 'Coventry City Centre' project from 2016/17 to 2015/16 to part-fund the public realm programme and cash-flowed by the capital programme;

4. Authorise the updating of the Council's approved Capital programme, in consultation with Cabinet Member for Public Services, to reflect the revised detailed programme of works as can be afforded within funding available including any new ERDF and Growth Deal 2 monies

Council are asked to:

1. Authorise the new and additional programme of works, as set out in Appendix B, for Public Realm Phase 3a totalling £15.4m to be added to the approved capital programme for 2015/16, utilising £11.7m ERDF and £3m Growth Deal grant, subject to funds being made available and priority order set out in this report;
2. Subject to funding agreement and conditions, authorise the accelerated expenditure of £3m Growth Deal grant from 2016/17 to 2015/16 to part-fund the public realm programme and cash-flowed by the capital programme;
3. Authorise the updating of the Council's approved Capital programme, in consultation with Cabinet Member for Public Services, to reflect the revised detailed programme of works as can be afforded within funding available including any new ERDF and Growth Deal 2 monies

List of Appendices included:

Appendix A – Plan showing location of Phase 3a schemes
Appendix B – Descriptions of new and enhanced schemes
Appendix C – Plans of new and enhanced schemes

Background Papers:

None

Other Useful Documents:

1. Coventry City Centre Public Realm Phase 3 – Council Report of 7th October 2014
2. Coventry City Centre Public Realm Phase 2 Update – Council Report of 23rd July 2013
([Click Here to Access Council Report](#))
3. Coventry City Centre Public Realm Phase 2 – Council Report of 23rd October 2012
([Click Here to Access Council Report](#))
4. European Regional Development Fund (ERDF) Open Call for Extension to Projects – Cabinet and Council report of 3rd and 17th March 2015 respectively

Has it been or will it be considered by Scrutiny?

No

Has it been or will it be considered by any other Council Committee, Advisory Panel or other body?

No

Will this report go to Council?

Yes, 17 March 2015

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Report title: Public Realm Phase 3 extension (3a)

1 Context (or background)

- 1.1 The background to the Coventry Public Realm Project was covered in a report to Cabinet on January 21st 2011. Phase 1 was completed in summer 2012; the success of these works led to Phase 2 being approved by Cabinet on October 9th 2012, with a revised programme subsequently approved July 9th 2013, and Phase 3 being approved on October 7th 2014.
- 1.2 Phase 2 is now complete and Council House Square has already won a national award and is in the running for a number of others. Phase 3 is underway with works on Gosford Street having begun following successful partnership working with Coventry University.
- 1.3 The Public Realm programme has been extremely successful to date, with the programme having already regenerated almost 13.5 hectares of brownfield land within Coventry city centre, and levered in more than £16.5 million of additional public sector funding and £3.6 million private sector investment.
- 1.4 In December 2014, the Department for Communities and Local Government (DCLG) invited the City Council to bid for additional European Regional Development Funding (ERDF). A bid was submitted on January 16th 2015, as requested, for an additional £11.7m of ERDF in total. This total comprised £6.89m for an extension of the public realm programme and £4.81m to support the Friargate programme. This level of additional grant requires bringing forward the use of £3M Growth Deal from 2016/17 as match funding against proposed schemes.
- 1.5 The extension to the public realm comprises 4 new schemes and extensions to 2 existing schemes:
- Belgrade Plaza: further to the proposals set out in the October 2014 Cabinet Report, an alternative route to West Orchards car park is now proposed to alleviate congestion and ensure that the Plaza itself becomes an attractive public space.
 - Lidice Place: following the success of Council House Square it is proposed to enhance the original scheme using similar design elements. An all-purpose events space will also be created off Spon Street on the remains of Queen Victoria Road (opposite Lower Holyhead Road). This will radically improve the setting of this historic part of the city centre and encourage footfall;
 - City Centre Tourism Package: a major initiative to promote tourism in the city including environmental improvements to Fairfax Street and Whittle Arch to improve the link between the Cathedral and the revamped and expanded Motor Museum. There will also be improved facilities for coaches along with enhancements to the Hill Top conservation area including repairs to cobbles, removal of clutter and improved interpretation;
 - Far Gosford Street: to complement the Gosford Street public realm scheme and the redevelopment of many historic buildings and Fargo Village it is proposed to repave the pavements and to reduce the clutter of street furniture. Landscape improvements to the former churchyard are also proposed;

- Palmer Lane redevelopment: demolition of former Illingworth building and partial opening up of culvert to expose River Sherbourne. The river banks will be re-profiled to create terraced landscaped area and the surrounding area landscaped pending a comprehensive redevelopment of the area between Burges and Trinity Street;
 - Bishop Street: repaving, resurfacing and provision of street trees to Bishop Street between Corporation Street and Tower Street. This will complete the link between existing public realm works and the proposed canal basin works to complete a high quality walking route from the railway station to the canal basin and to help promote the regeneration of this part of the city centre;
- 1.6 More details about these schemes can be found in appendices A, B and C.
- 1.7 In the event that we are not successful with some or all of the bid for additional ERDF, the wider infrastructure (including public realm) programme will need to be reviewed to ensure it is affordable within previously approved resources together with Growth Deal 2 funding.
- 1.8 The Friargate Junction 6 programme, supported by Regional Growth Fund (RGF) and ERDF, is progressing well. The opportunity has been taken to bid for additional funding to support the Friargate programme to ensure opportunities such as incorporating heatline can be taken and ensuring that the quality of the completed works meets the aspiration for a world class business district.
- 1.9 The outcome of the bid is expected to be known by the end of February 2015 and the amount received will depend on how much money is 'de-committed' by other local authorities and organisations across the West Midlands. Early indications are that a smaller than expected amount has been voluntarily de-committed meaning that the changes of securing all the ERDF we have bid for is unlikely. Irrespective of the amount of ERDF awarded, an affordable programme of infrastructure works will be designed to ensure we maximise physical delivery of works on the ground whilst requiring no additional corporate resources.
- 1.10 Our approach, which has been very successful to date, is to present DCLG with a confident programme of works we can delivery. If projects have been submitted in a transparent way should more funding become available as the year goes on Coventry should have the opportunity to access it – subject to our ability to deliver as the year goes on.
- 1.11 The end date for spending ERDF has not changed: all money has to be spent by December 31st 2015, which means that all work on site needs to be complete by the end of October 2015.
- 1.12 As stated in 1.9, it is essential that the overall capital programme is managed within the available finance. Consequently it is necessary to ensure the City Council's programme is flexible so that full advantage can be taken of all funding opportunities whilst avoiding any overspends. To assist with this, the following priority order for schemes is proposed:
1. Completion of Whitley Junction
 2. Station Access / Friargate works
 3. Belgrade Plaza
 4. Lidice Place
 5. City Centre Tourism Package
 6. Far Gosford Street paving

- 7. Palmer Lane
- 8. Canal Basin & Bishop Street link

- 1.13 Overall, this additional investment will support job creation and promote the regeneration of the city centre and further improve accessibility to employment, retail and tourist attractions. This programme will see the completion of a number of infrastructure elements in the city centre outlined in the Cabinet Report of February 10th 2015 on the City Centre Area Action Plan.
- 1.14 Procurement options for the delivery of the works are currently being considered. It is proposed to use the City Council's own direct labour force (DLO), supported by the minor civils contract, for all schemes with the exception of Palmer Lane and Whittle Arch. It is proposed to utilise the Birmingham City Council Highways and Infrastructure Works Framework to procure the contractor for these schemes and also the Station Access Tunnel under Warwick Road. Professional services will be procured using the West Midlands Highway Alliance Framework Shared Professional Services Contract, with exception to SLC rail who are being procured through Warwickshire County Council's Rail Advisor Contract. Procurement Board approved the procurement strategy for the works in May 2014 and a further approval will be sought for additional works in February 2015. All works will be procured to meet EU procurement requirements.

2 Options considered and recommended proposal

- 2.1 **Option 1 – (Preferred) The City Council approves using ERDF for the schemes set out in paragraph 1.5 and accelerates expenditure of Growth Deal grant to act as match funding: schemes to be implemented in accordance with the priority order set out in paragraph 1.15 dependent on the availability of ERDF** - The City Council has acted as lead applicant or accountable body for many European-funded projects since 1984 when the area first became eligible for such funding. In essence it means being responsible for monitoring spend, submitting grant claims to DCLG for eligible expenditure and demonstrating that the grant has been spent in achieving the outputs of the project. By taking on this role, the City Council will administer up to a further £11.7m ERDF grant, along with up to £3m Growth Deal grant as well as managing the other public sector and private sector resources which make up the funding package. It is recommended this option is approved to maximise funds available to deliver the full programme of public realm improvements to maximise impact. It is not known what funds may become available for public realm post 2015, therefore this is a last opportunity to utilise a significant package of grant funding to further enhance the city centre and complete the programme of works started at part of the Coventry 2012 initiative.

Option 2 - (Preferred 2) Proceed using some ERDF funding set out in paragraph 1.5; implement schemes in accordance with the priority order set out in paragraph 1.15 DCLG could award some additional ERDF funding but not the total amount requested. Additional ERDF would be matched by existing resources and Growth Deal funds to fund Friargate/Whitley, Belgrade and Lidice Place, and any further schemes as allowed in order of prioritisation. ERDF previously allocated to the Canal Basin scheme may need to be diverted to help fund higher priority schemes; this would require approval from DCLG.

Option 3 - (Default position) Proceed without any of the ERDF external funding package - If the Public Realm work were to be funded entirely by existing resources and additional Growth Deal 2 funding, the overall programme would need to be reshaped to deliver the top priority projects within the available resources. This would enable us to afford the top four projects as listed in section 1.15, with a caveat that the programme of works is affordable within overall resources. As per option 2, ERDF previously allocated to the Canal Basin scheme may need to be diverted to help fund higher priority schemes; this would require approval from DCLG.

2.2 Recommended Proposal

It is recommended that the Council moves forward with Option 1. It should be noted that there is no guarantee we will receive any or all of the ERDF that is being bid for, but Option 1, by ensuring the most favourable intervention rate, maximizes our chances of success, however options 2 and 3 could become a reality and would still deliver the authority's priority schemes within available resources.

3 Results of consultation undertaken

3.1 The New Jobs Strategy 2014 - 2017 is the Council's proposal for taking forward the economy of the city in the light of the changed circumstances experienced over recent years. ERDF matched against core funds for these projects is aligned to delivering the Jobs Strategy and the priorities of the CWLEP set out in their 4-year strategy based on the Local Economic Assessment and feedback from local businesses which include:

- Creating New Jobs
- Creating business growth
- Removing barriers to growth

3.2 The development of the ERDF projects has been completed with LEP partners and reflects the CWLEP's priorities most in need of public investment.

3.3 The CWLEP has undertaken a consultation exercise with local business to determine the priorities it should focus on. The proposals and projects within this report fully align to the proposed CWLEP Strategic Economic Plan.

3.4 Consultation with Access Groups has been on-going throughout the delivery of Phases 1 to 3, and will continue for the development of the additional schemes. All schemes incorporate trees and grass wherever practical in response to repeated calls for more greenery in the city centre.

4 Timetable for implementing this decision

4.1 The timetable for Phase 3a is incredibly tight. Design work is taking place at risk on all of the listed projects and the DLO have planned this work in their programme, along with contingency schemes in the event of funding not becoming available. An announcement is expected at the end of February 2015 and will be reported verbally at Cabinet. Additional funding may also be awarded in April 2015. The use of the DLO allows the Council to respond flexibly and to take advantage of any funding that may become available.

- 4.2 All ERDF spend must be defrayed by December 31st 2015 in order to submit a final grant claim. Therefore works are to be completed by end October 2015 to enable time for final payments to be made.
- 4.3 The works at Whitley are underway and are now expected to be completed by the end of July 2015. The works on the access tunnel at Coventry Station will be put out to tender in February 2015 and the tunnel built between June and October 2015.

5 Comments from Executive Director Resources

5.1 Financial implications

- 5.1.1 The report proposes an expansion of the Public Realm Phase 3 programme (as approved by Cabinet on October 7, 2014) by £9.89m with an additional £4.81m to support the Friargate and Whitley projects. No additional corporate resources are required to deliver these works.
- 5.1.2 The Council is required to be the accountable body for all of the ERDF projects including those listed in Appendix B. Whilst this is not unusual, the financial implications to the Council should be clearly understood. We have entered into a legally binding ERDF contract with Department for Communities and Local Government, therefore are obliged to ensure that the projects are delivered compliantly within ERDF rules or face financial penalty, which could result in withdrawal of a proportion or all of the grant awarded. There is minimal risk of this occurring. For risk management refer to section 6.3.
- 5.1.3 The Growth Deal funding condition means that an additional £3m will be allocated to the council from 2016/17, therefore accelerated spend is required under the capital programme as it is forecast that the total grant will be spent by the end of December 2015.
- 5.1.4 Approvals are sought for £11.7m ERDF, along with an additional £3m Growth Deal monies which is included in public match..

5.2 Legal implications

- 5.2.1 Planning consent will be required for the Palmer Lane and Allied Carpets scheme. The respective building owners will be the applicant under the Town and Country Planning Act 1990.
- 5.2.2 The public realm schemes will be delivered under the Council's general highway improvement/traffic management powers under the Highways Act 1980 except in relation to any new or amended formal pedestrian crossings/traffic regulation orders/traffic-calming measures which will be implemented following a separate statutory notice/objection process under the Road Traffic Regulation Act 1984.

6 Other implications

6.2 How will this contribute to achievement of the Council's key objectives / corporate priorities (corporate plan/scorecard) / organisational blueprint / Local Area Agreement (or Coventry Sustainable Community Strategy)?

6.2.1 The City Council's New **Jobs Strategy 2014-17** highlights the importance of creating jobs which the city needs. All project extensions will support job creation within Coventry and be aligned with the following two objectives of the strategy:

- Secure job opportunities through investment – businesses and investors continue to recognise Coventry as the right place for them to invest and grow
- Help people get jobs – pursuing prosperity so that in Coventry everyone who wants a job will have the opportunity to secure one that matches their skills.

6.2.2 All these schemes will indirectly or directly provide jobs across the city and sub-region. The Jobs Strategy specifically acknowledges the importance of public realm improvements in creating new jobs in the city centre. Coventry's Sustainable Community Strategy sets out the ambitions for "a prosperous Coventry with a good choice of jobs and business opportunities for all the city's residents". One of its long-term outcomes is accelerating economic growth for the city and creating a more diverse range of businesses and employment.

6.2.3 The proposed extensions to the current Public Realm programme are closely aligned with one of the **CWLEPs core objectives**, which is to develop Strategic Infrastructure. It is also aligned with the CWLEP's Inward Investment objective, particularly as improved public realm will help to open up new employment sites (most notably the Friargate and City Centre South sites), and provide compelling reasons for companies to locate into the region.

6.2.4 The CWLEP recognises the importance of a successful Coventry city centre to the sub-region as a whole in its strategy. Public Realm Phase 3a is closely aligned with the "Unlocking Growth Potential" theme of the Coventry and Warwickshire Strategic Economic Plan (SEP), specifically by unlocking the potential for development on key new city centre employment sites.

6.3 How is risk being managed?

6.3.1 Arrangements are in place within the Place Directorate to deliver the accountable body role ensuring that procedures are in place to manage risk. There is a governance structure in place for the public realm programme whereby risks are managed by project team level and reported to strategic board. There is a separate project board to manage shared risks between Coventry University and the Council for the Gosford Street project. Regular risk workshops are undertaken on all projects to ensure active monitoring and management.

6.3.2 The financial risk associated with the ERDF sits with the Council. However the risk of claw back by DCLG and/or the EU is minimal so long as the expenditure is defrayed against eligible activity and in the permitted timeframe. This risk will be mitigated by the implementation of strict procedures for the project management of ERDF-funded work and ensuring that the risks for the two outside projects are devolved appropriately to the partner organisations. The Council maintain close liaison with our monitoring officer in DCLG, and ensure that funding contracts awarded by the Council for the completion of infrastructure works place risk on the organisations which complete the works.

- 6.3.3 The City Council's Resources & New Projects (RNP) Team oversee all ERDF that comes into the Council beyond just public realm. They are experienced in dealing with external funding and will ensure that suitable monitoring and governance arrangements are in place at a programme level and appropriately align to the CWLEP's governance structure. The same team also oversee management of the Growth Deal funding in conjunction with CWLEP.
- 6.3.4 The programme manager for the works is responsible for managing compliance with the funding requirements such as publicity, procurement and for monitoring progress including making grant claims to DCLG. The highly experienced Planning, Transport & Highways division who have already successfully delivered Public Realm Phase 1 and parts of Phase 2 will continue to implement any successful public realm schemes.

6.4 What is the impact on the organisation?

6.4.1 HR Implications

- 6.4.2 To ensure successful delivery of these large projects and the Council's ability to provide an adequate accountable body function, additional staff resources may be required and will be recruited through the council's authorised recruitment protocols. Staff are already in place for the existing ERDF-funded projects and they may be able to continue to carry out this function and take on the new projects.

6.5 Equalities / EIA

- 6.5.1 Each of the infrastructure projects will undertake an Equality Impact Assessment as part of project development and impact. The proposals will make movement around the city centre easier for everyone. This is because of the removal of unnecessary street furniture and measures to reduce the dominance of vehicular traffic. However, access by car for those that need it will be maintained. Discussions with the Access Groups and representative organizations are underway to ensure that the design of Belgrade and other areas properly reflects access needs. There have been regular meetings with the Access Development Group and the Coventry and Warwickshire Access Committee to review the impact of Phase 1 to 3 schemes and to consider the design of further schemes. In particular, the Council has been working closely with the Guide Dogs Association providing funding to help the re-training of guide dogs in the new city centre.

6.6 Implications for (or impact on) the environment

- 6.6.1 The large scale infrastructure projects will have an impact on the environment in the city centre. Introducing more capacity at Junction 1 of the ring road and removal of traffic lights at Belgrade Plaza junction will result in freer flowing traffic, which will have a positive impact on air quality. We will also be introducing more green spaces and trees into the city centre.

6.7 Implications for partner organisations?

- 6.7.1 The public realm activities at Belgrade Plaza, Canal Basin and Burges will all increase the attractiveness of these sites to private sector developers, and is likely to bring new employment land forward for development. This is reflected by the fact private sector developers have committed to provide some of their own resources to develop the first two sites, along with agreeing to work in partnership with the Council to deliver Burges redevelopment and demolition of Allied Carpets. The improvements at Fairfax Street/Whittle Arch and Hill top will improve the settings for the Transport Museum and Cathedral, and encourage more footfall in these areas. The public realm improvements in Far Gosford Street will complement the private development in this area and encourage further investment. Transport links will benefit from the Station Access scheme, as this will be the first phase of delivery of the wider Coventry Rail Station Masterplan. Finally, the improvements at Whitley will improve access transport links around the Coventry area and to Whitley Business Park, and unlock development land at Coventry Gateway. The Council owns adjoining land at Burges and we should maximise the potential to improve these areas in conjunction with the Palmer Lane redevelopment.

Report author:**Name and job title:**

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Place Directorate

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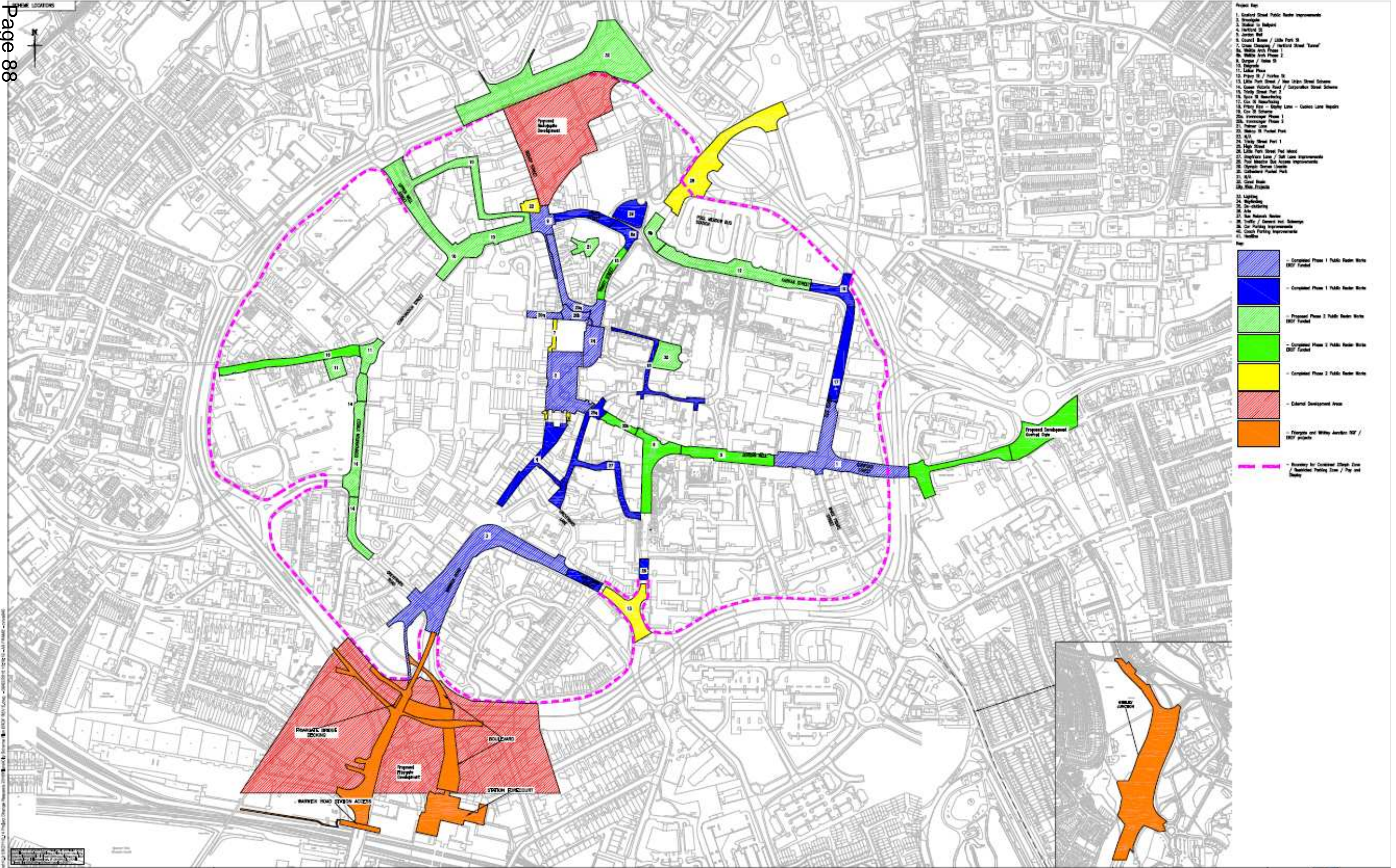
(All queries should be directed to the above person)

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Lara Knight	Governance Services Team Leader	Resources	/2/15	/2/15
Rhian Jones	Programme Manager	Place	2/2/15	9/2/15
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Finance: Phil Helm	Finance Manager, Place	Place	4/2/15	9/2/15
Director: Martin Yardley	Executive Director	Place	/2/15	9/2/15
Members: Councillor Rachel Lancaster	Cabinet Member (Public Services)	-	5/2/15	10/2/15

This report is published on the council's website:

www.coventry.gov.uk/councilmeetings

APPENDIX A - Plan showing location of Phase 3a schemes



- Project Key**
1. Central Street Public Realm Improvements
 2. Broadgate
 3. Market St
 4. Market St
 5. Market St
 6. Council House / John Fort St
 7. Cross Street / Market Street 'Yard'
 8. Market Street Phase 1
 9. Market Street Phase 2
 10. Market Street Phase 3
 11. Market Street
 12. Market Street
 13. Market Street / New Urban Street Scheme
 14. Cross Street / Corporation Street Scheme
 15. Cross Street Phase 2
 16. Cross Street Phase 3
 17. Cross Street Phase 4
 18. Cross Street Phase 5
 19. Cross Street Phase 6
 20. Cross Street Phase 7
 21. Cross Street Phase 8
 22. Cross Street Phase 9
 23. Cross Street Phase 10
 24. Cross Street Phase 11
 25. Cross Street Phase 12
 26. Cross Street Phase 13
 27. Cross Street Phase 14
 28. Cross Street Phase 15
 29. Cross Street Phase 16
 30. Cross Street Phase 17
 31. Cross Street Phase 18

Legend

- Completed Phase 1 Public Realm Works (EOP Funded)
- Completed Phase 1 Public Realm Works
- Proposed Phase 2 Public Realm Works (EOP Funded)
- Completed Phase 2 Public Realm Works (EOP Funded)
- Completed Phase 2 Public Realm Works
- Designated Development Area
- Proposed and Other Aerials / EOP projects
- Boundary for Central Street Zone / Restricted Parking Zone / The Red Line



Project Key
PUBLIC REALM 3A

Project Key
PUBLIC REALM 3A

Four Mile Cross, York and Scarborough, York District Council
01904 211111 - Fax 01904 211111, 01904 211111, 01904 211111
14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

York District Council
Investing in Your Future
European Regional Development Fund ERDF 2014-2020

Date of Issue	12/06/2018	Author	REDACTED
Issue No	04/02/2018	Issue No	04/02/2018
Issue No	04/02/2018	Issue No	04/02/2018

GOVERNMENT OF GREAT BRITAIN / YORK DISTRICT COUNCIL

APPENDIX B – Descriptions of new and enhanced schemes

The Friargate programme schemes are as follows:

- **Warwick Road Station Access** - will form part of the new western entrance to the railway station (as per the Coventry Station Masterplan and will provide direct access to the NUCKLE bay platform when it is completed, the Central Six retail park, and important walking routes into the residential areas further out of the city centre. The Warwick Road Tunnel will deliver the first phase of Coventry Railway Station Masterplan (CSMP), and will act as a catalyst for bringing the CSMP forward. The scheme is very important to the city, the current railway station is not fit for purpose in terms of size or facilities, and accessibility is currently very poor. The Friargate Bridge works will greatly improve access between the railway station and city centre, however a link under Warwick Road is also key to unlocking land for development of a new second entrance to the railway station. The new link will provide access to the station for those travelling from the west of Coventry, and is pivotal to deliver the future bus interchange and multi-storey car park on the west side of the station, as well as serve offices, hotels, leisure facilities and residential properties planned as part of the Friargate Masterplan.
- **Whitley Bridge** - Whitley is a priority development site for CWLEP. The project which started on site last summer will create a new gateway bridge and infrastructure over the A444 which will help improve accessibility to key employment sites on the fringe of the city centre, which include Jaguar Landrover (JLR) and Whitley Business Park and open up land for further development and employment opportunities. The project will improve access for vehicles travelling to the sites and will mean they will no longer be forced to drive north into the city and U turn at Whitley Island, and also improve access to the site by public transport, cycle and foot.

The enhanced Public Realm Phase 3a programme schemes are as follows:

- **Belgrade Plaza** – the public highway around Belgrade Plaza will be reconfigured to complement the existing landscaped area to create an attractive public space. The scheme will follow the successful design principles used elsewhere in the city centre, including the removal of the traffic lights. An alternative access to West Orchards car park will be delivered via Lamb St, and there will be further improvements up to junction 9 of the ring road and along Corporation street. Centro have pledged £164k towards a new city centre wayfinding scheme. This will include new totems erected around the city centre to provide information to visitors regarding popular and lesser known tourist attractions, and make it easier to travel around the city through improved information on transport options, including walking and cycle routes and public transport.
- **Lidice Place/Queen Victoria Road and Spon Street:** This scheme will improve pedestrian linkages between the Lower Precinct and Spon Street. This project offers added-value to the current approved scheme through the use of higher quality materials to mirror the successful Council House Square scheme, as well as increased scope through the creation of a new multi-functional events space to enable local traders to hold events. The existing signalised pedestrian crossing adjacent to the City Arcade Entrance will be removed and replaced with a zebra crossing and narrowed carriageway. At the junction of Croft Road and Queen Victoria Road a pseudo roundabout will be constructed to aid in traffic movements. Additional car park spaces will be created adjacent to the City Arcade entrance. The works are proposed to be split into packages to enable phased delivery so should any of the other public realm schemes require additional funds this project can be scaled back accordingly.

The proposed new Public Realm Phase 3a schemes are:

- **Coventry Tourism Package** - The activities to be delivered through this Package will help to strengthen and grow Coventry's tourism sector, which is already estimated to support visitor expenditure of £377 million annually, and nearly 9,600 jobs locally (see Coventry Tourism Impact Assessment, 2011). Recent national studies of our high streets, such as the Grimsey Review and Portas Review, have demonstrated that diversification is integral for future-proofing the nation's city centres, and promotion of leisure, heritage and cultural attractions is key to protecting the city's economic future. A recent survey by Visit England found Coventry to be the fastest growing holiday destination in the West Midlands, with a 37.2 per cent rise in

in the number of visitors to the city between 2008 to 2013. We are keen to capitalise on this success and make further enhancements to our heritage assets to attract visitors to Coventry.

Key activities to be delivered through the proposed Package are listed below:

a) *Fairfax Street*

As part of Phase Two the City Council received funding from West Midlands Integrated transport Authority (Centro) to create an additional access at Pool Meadow bus station. (This is outside the scope of those put forward for ERDF, but will complement the wider programme). The proposed improvements will capitalise on the benefits of the new bus station entrance by making Fairfax Street much more pedestrian friendly, and creating large expanses of high quality footways and greenery.

This will rejuvenate a run-down area of the city centre and improve links not only to public transport but also the Cathedral quarter which attracts visitors from around the world, along with the popular Transport Museum and support current expansion. There will be provision for improved coach parking facilities, which along with a more pleasant and attractive route will vastly improve the tourist experience in Coventry.

b) *Hill Top Conservation Area*

Improvements to the public realm are proposed for the city's Cathedral quarter. The improvements will involve installation of new paving and resetting of the attractive cobble setts and also the installation of attractive landscaping at Unity Gardens to improve the attractiveness of the setting for this key tourist attraction.

c) *Public Art*

Coventry has a rich cultural history and some fantastic tourist attractions including the Cathedral, Herbert Museum and Art Gallery and Transport Museum. However, Coventry's cultural art offer is overshadowed by neighbouring areas such as Stratford Upon Avon, where public art is featured throughout the town and serves as a visitor attraction as well as creating a sense of identity. It is proposed to install a public art literature trail to promote the city's rich literary heritage, which includes authors, poets and playwrights such as Larkin, Tennyson and Shakespeare. The art will complement the high quality public realm works and help promote the city.

d) *City Centre Wayfinding*

The Smart Signage for car parking is aimed to improve the wayfinding in the city for motorists. This will involve installing smart signage throughout the city centre which will direct vehicles to key city retail, leisure and cultural destinations and car parking provision. This will add to improving the visitor experience to Coventry which is one of the key objectives of the public realm improvements programme.

- **Burges Redevelopment** - Coventry's River Sherbourne is only partially exposed in the city centre and through de-culverting parts of the river, there are ambitious proposals to create a thriving river quarter, surrounded by green space and cafes. The river is currently contained in a large concrete tunnel. In order to deliver this scheme the currently covered over river needs to be opened up and works undertaken to widen the river bed to make a feature of it within the city centre, creating an attractive river side environment and walking route for both residents and tourists.

It is proposed to de-culvert the river at Palmer Lane to the Burges, which would stimulate development in this currently run down part of the city, and create a landscaped areas and terraced terrain. In order to achieve this, a derelict building needs to be demolished and the river opened up beneath the highway and the building. This scheme has strong local support, as well as support from the owner of the building and the Environment Agency who we would need to consult with. The Government's Technology Strategy Board recently commissioned a study by Aecom which identified that the river could be worth £1.5bn to the city in future business investment, increased property prices and flood action savings.

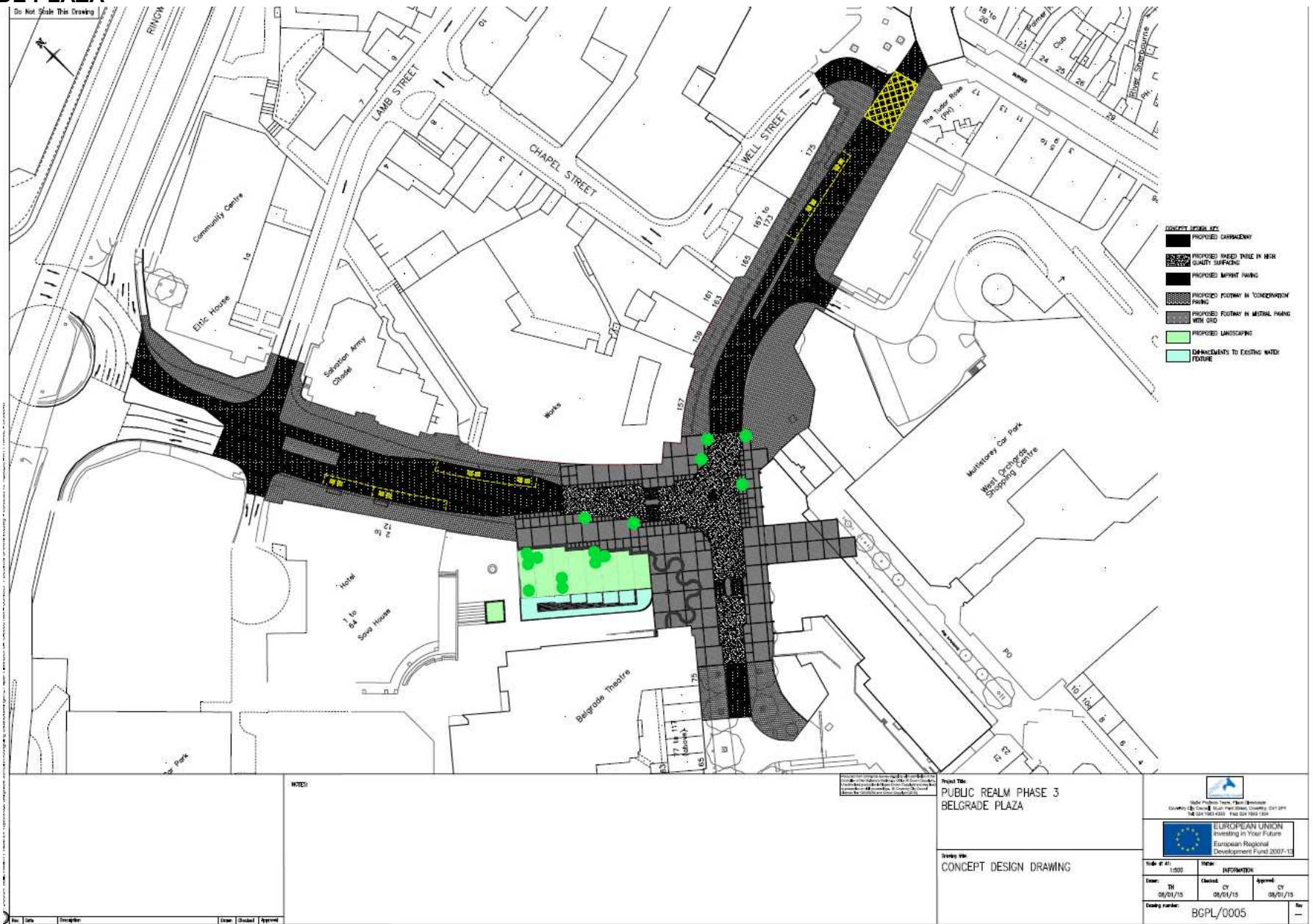
Planning consent will be required to deliver this scheme along with Environment Agency approval, but this process is considerably de-risked by the strong support for the scheme. CCC own adjoining lands and buildings and should seek a partner to maximise the potential of this part of the city from opening up the river.

- **Gosford Street Extension** - The works include creating a high quality pedestrian link on the only area of Gosford Street that has yet to be upgraded to tie in with our other public realm works, as well as installation of an attractive high quality sandstone pedestrian route along Far Gosford Street which will boost attractiveness and complement the extensive improvements made to this part of the city. The programme for the works is 4 months, which means that if further ERDF funding becomes available before May 2015 at the latest the scheme will still be deliverable by the end of 2015.
- **Canal Basin / Bishop Street** – The existing footbridge will be demolished, and replaced by a new at grade pedestrian crossing integrated with a reconfigured Junction 1 (Foleshill Road) which will improve capacity and traffic flow. This scheme will complete a high quality pedestrian route linking Broadgate to the canal basin, including improvements to Bishop Street and will also provide a key link in the Cycle Coventry network. This link will also provide a stimulus for the Bishopgate development, and would unlock land for further development to the north of the city centre and link to the new development on the site of the old Coventry and Warwickshire Hospital.

APPENDIX C - Plans of new and enhanced schemes

Page 92

BELGRADE PLAZA

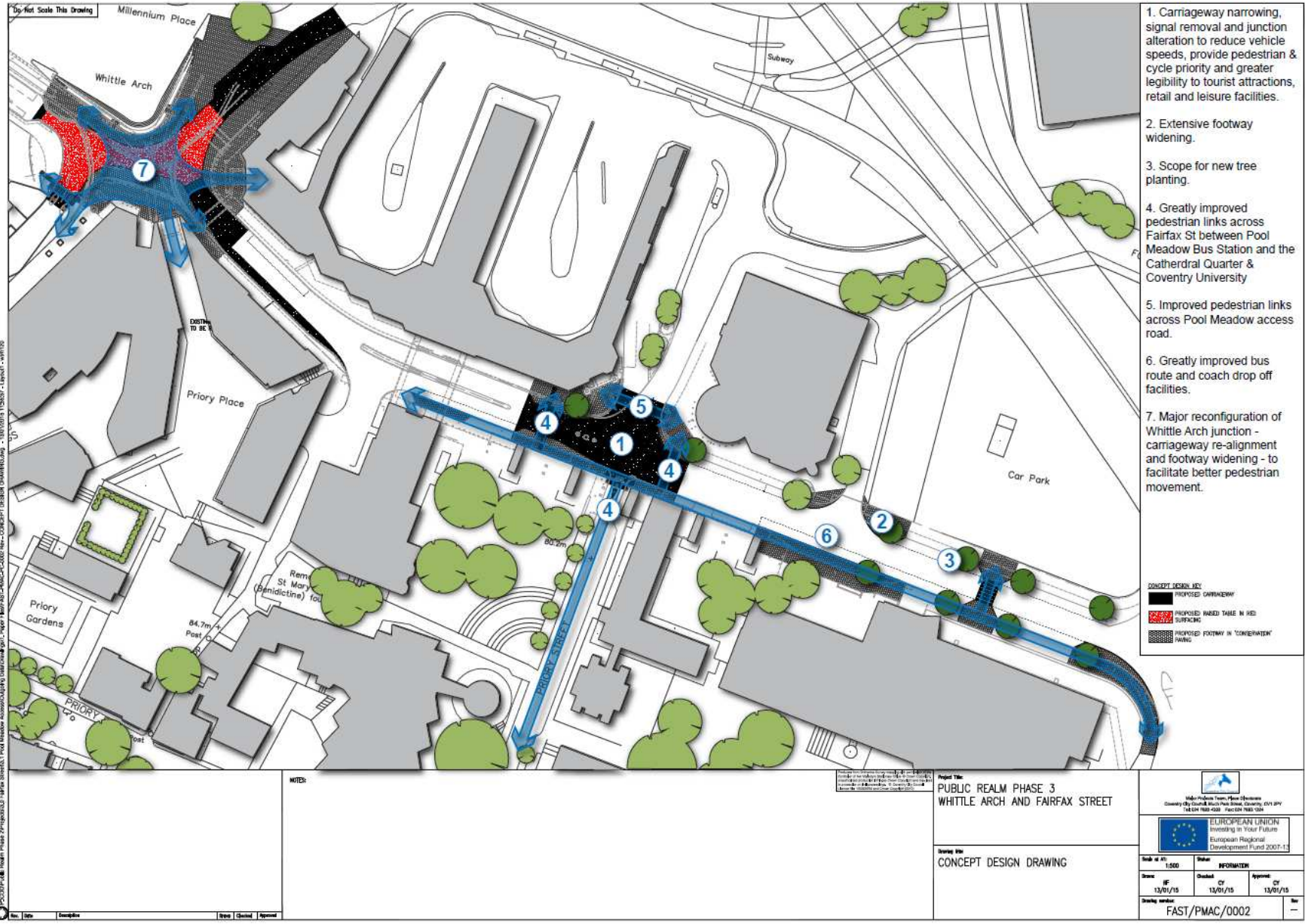


LIDICE PLACE



COVENTRY TOURISM PACKAGE
FAIRFAX ST/WHITTLE ARCH

Page 94



1. Carriageway narrowing, signal removal and junction alteration to reduce vehicle speeds, provide pedestrian & cycle priority and greater legibility to tourist attractions, retail and leisure facilities.
2. Extensive footway widening.
3. Scope for new tree planting.
4. Greatly improved pedestrian links across Fairfax St between Pool Meadow Bus Station and the Cathedral Quarter & Coventry University
5. Improved pedestrian links across Pool Meadow access road.
6. Greatly improved bus route and coach drop off facilities.
7. Major reconfiguration of Whittle Arch junction - carriageway re-alignment and footway widening - to facilitate better pedestrian movement.

CONCEPT DESIGN KEY
 [Black] PROPOSED CARRIAGEWAY
 [Red] PROPOSED RAISED TABLE IN RED SURFACING
 [Blue] PROPOSED FOOTWAY IN 'CONCRETE' PAVING

NOTES:

Rev	Date	Description	By	Checked	Approved

Project Title:
**PUBLIC REALM PHASE 3
WHITTLE ARCH AND FAIRFAX STREET**

Drawing Title:
CONCEPT DESIGN DRAWING

High-Pedestrian Team, Phase 3 Business
Coventry City Council, 2000, Pool Meadow, Coventry, CV1 4PR
Tel: 02476 198100 Fax: 02476 198101

EUROPEAN UNION
Investing in Your Future
European Regional
Development Fund 2007-13

Scale: 1:500	Sheet: INFORMATION
Drawn: 13/01/15	Checked: 13/01/15
Approved: 13/01/15	Drawn: 13/01/15

Drawing number: **FAST/PMAC/0002**

HILL TOP IMPROVEMENTS

Do Not Scale This Drawing



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CONCEPT DESIGN KEY	
	PROPOSED CARRIAGEWAY REPAIR/RELAY
	PROPOSED CARRIAGEWAY IN SETS AND 'YORKSHIRE PAVING'
	PROPOSED FOOTWAY IN SETS
	ROAD AND STREET FURNITURE IMPROVEMENTS TO CHANCE AREA
	EXISTING STREET FURNITURE IMPROVEMENTS
	PROPOSED INFORMATION POINTS AND SIGNAGE
	PROPOSED SCREENING AND FENCING CHANGE STREET CHARACTER
	DECLUTTERING
	PROPOSED STREET LIGHTING
	PROPOSED STREET FURNITURE TO ENHANCE STREET CHARACTER

Project Title:
**PUBLIC REALM PHASE 3
HILL TOP CONSERVATION AREA**

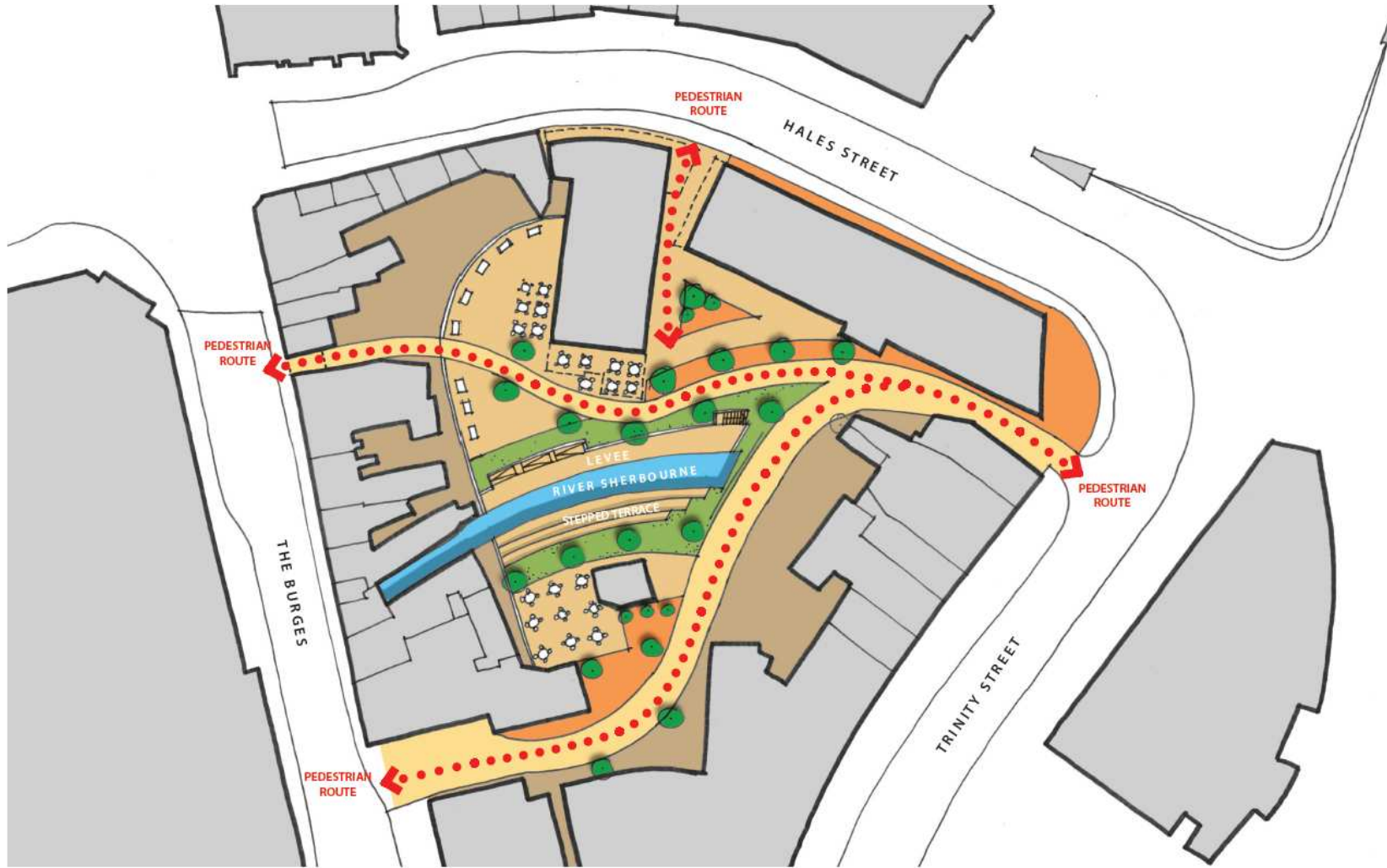
Drawing Title:
CONCEPT DESIGN DRAWING

Hill Top Conservation Area, 104a Dalton Road, Hill Top, Halifax, West Yorkshire, HX8 9JQ.

 Tel: 01482 855 000. Fax: 01482 855 001.

EUROPEAN UNION
 Investing in Your Future
 European Regional Development Fund 2007-13

Scale of A1: 1:500	Date: 18/01/15
Drawn by: HTC	Checked by: 13/01/15
Issue Number: HTCA/PC/0002	Approved by: 13/01/15

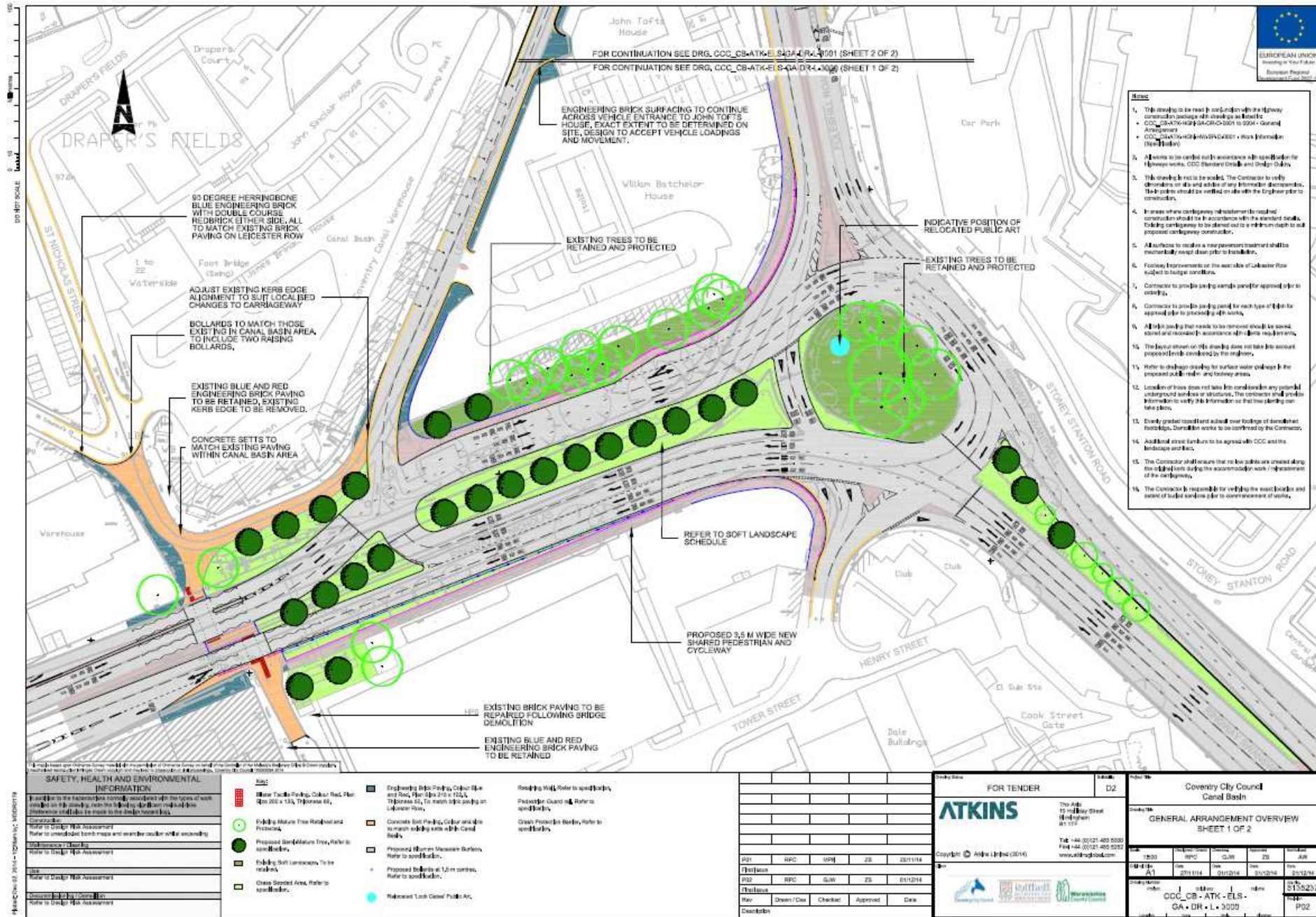


MILLENNIUM VIEW | COVENTRY
MASTERPLAN SKETCH
ARCH | 2013-254 | 06.06.2013

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Architecture | Engineering | Interior Design | Masterplanning | Urban Design

CANAL BASIN



- Notes**
- This drawing is to read in conjunction with the Highway Construction Manual (HCC) and the following documents:
 - CCC_C8-ATK-ELS-GA-DR-L-001 (SHEET 1 OF 2)
 - CCC_C8-ATK-ELS-GA-DR-L-002 (SHEET 2 OF 2)
 - CCC_C8-ATK-ELS-GA-DR-L-003 (SHEET 3 OF 2)
 - All works to be carried out in accordance with the Highway Construction Manual (HCC) Standard Drawings and Design Guidelines.
 - This drawing is not to be scaled. The Contractor to verify dimensions on site and make any necessary amendments. The drawings should be verified on site with the Engineer prior to construction.
 - In areas where carriageway infrastructure is required, construction should be in accordance with the standard details, including carriageway to be placed out to a minimum depth to suit proposed carriageway construction.
 - All surfaces to receive a new pavement treatment shall be mechanically swept clean prior to installation.
 - Footway Improvements on the western side of Leicester Row should be in accordance with the standard details.
 - Contractor to provide paving sample panel for approval prior to starting.
 - Contractor to provide paving panel for each type of slab for approval prior to proceeding with works.
 - All tree planting that needs to be removed should be stored and replaced in accordance with the relevant standards, proposed to be considered by the Engineer.
 - Water to discharge directly to surface water drainage in the proposed public realm and highway areas.
 - Location of trees does not take into consideration any potential underground services or structures. The contractor shall provide information to verify this information so that tree planting can take place.
 - Every ground level should be set out over beddings of demolished footpaths, pavements, kerbs to be confirmed by the Contractor.
 - Additional street furniture to be agreed with CCC and the landscape architect.
 - The Contractor shall ensure that no tree stumps are stored along the highway during the construction work (replacement of the carriageway).
 - The Contractor is responsible for verifying the exact location and extent of existing services prior to commencement of works.

FOR CONTINUATION SEE DRG. CCC_C8-ATK-ELS-GA-DR-L-001 (SHEET 2 OF 2)
 FOR CONTINUATION SEE DRG. CCC_C8-ATK-ELS-GA-DR-L-002 (SHEET 1 OF 2)

ENGINEERING BRICK SURFACING TO CONTINUE ACROSS VEHICLE ENTRANCE TO JOHN TOFTS HOUSE, EXACT EXTENT TO BE DETERMINED ON SITE, DESIGN TO ACCEPT VEHICLE LOADINGS AND MOVEMENT.

EXISTING TREES TO BE RETAINED AND PROTECTED

INDICATIVE POSITION OF RELOCATED PUBLIC ART

EXISTING TREES TO BE RETAINED AND PROTECTED

83 DEGREE HERRINGBONE BLUE ENGINEERING BRICK WITH DOUBLE COURSE RED BRICK ON THEIR SIDE, ALL TO MATCH EXISTING BRICK PAVING ON LEICESTER ROW

ADJUST EXISTING KERB EDGE ALIGNMENT TO SUIT LOCALISED CHANGES TO CARRIAGEWAY

BOLLARDS TO MATCH THOSE EXISTING IN CANAL BASIN AREA, TO INCLUDE TWO RAISING BOLLARDS.

EXISTING BLUE AND RED ENGINEERING BRICK PAVING TO BE RETAINED, EXISTING KERB EDGE TO BE REMOVED.

CONCRETE SETTS TO MATCH EXISTING PAVING WITHIN CANAL BASIN AREA

REFER TO SOFT LANDSCAPE SCHEDULE

PROPOSED 3.5 M WIDE NEW SHARED PEDESTRIAN AND CYCLEWAY

EXISTING BRICK PAVING TO BE REPAIRED FOLLOWING BRIDGE DEMOLITION

EXISTING BLUE AND RED ENGINEERING BRICK PAVING TO BE RETAINED

SAFETY, HEALTH AND ENVIRONMENTAL INFORMATION

<p>Aspects to be considered:</p> <ul style="list-style-type: none"> Refer to the Environmental Statement, associated with the scheme of work and to the existing site plan following the demolition of the bridge and the proposed works to be made to the design team files. Refer to the Health and Safety Assessment. Refer to the Design Risk Assessment. Refer to the Design Risk Assessment. Refer to the Design Risk Assessment. Refer to the Design Risk Assessment.

<p>Aspects to be considered:</p> <ul style="list-style-type: none"> Refer to the Health and Safety Assessment. Refer to the Design Risk Assessment. Refer to the Design Risk Assessment. Refer to the Design Risk Assessment. Refer to the Design Risk Assessment. Refer to the Design Risk Assessment.
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<p>Aspects to be considered:</p> <ul style="list-style-type: none"> Refer to the Health and Safety Assessment. Refer to the Design Risk Assessment. Refer to the Design Risk Assessment. Refer to the Design Risk Assessment. Refer to the Design Risk Assessment. Refer to the Design Risk Assessment.
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FOR TENDER

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P01	RPC	SH	ZS	201114
P02	RPC	GLW	ZS	011214

Rev	Drawn/Clk	Checked	Approved	Date

Coventry City Council
Canal Basin

GENERAL ARRANGEMENT OVERVIEW
SHEET 1 OF 2

1000	RPC	GLW	ZS	AW
01/11/14	01/12/14	21/02/14	21/12/14	21/12/14

Project No: ST352/7
 Code: CCC_C8-ATK-ELS-GA-DR-L-003
 Date: 21/12/14
 Page: P02

CANAL BASIN – BISHOP ST LINK



NOTES:

1	12/07/15	Evening walk avoided	TS	CF	CF
2	06/01/15	Completed	TS	CF	CF

Project Title:
**PUBLIC REALM PHASE 3
 BISHOP STREET**

Drawn By:
 CONCEPT DESIGN DRAWING

Scale of A1:
 1:250

Date:
 06/01/15

Drawn:
 AN

Checked:
 CF

Approved:
 CF

Drawn by:
 BIST/0001

Rev:
 A

EUROPEAN UNION
 Investing in Your Future
 European Regional
 Development Fund 2007-13

Major Projects Team, West Midlands
 County Office, Level 10, St. James' Street, Coventry, CV1 1JY
 Tel: 024 7663 4333 Fax: 024 7663 1334



Public report Cabinet

Cabinet
Council

17 March 2015
17 March 2015

Name of Cabinet Member

Cabinet Member for Health and Adult Services – Councillor Gingell
Cabinet Member for Strategic Finance and Resources – Councillor Gannon

Director Approving Submission of the report:

Executive Director, People
Executive Director, Resources

Ward(s) affected:

All

Title:

Better Care Coventry

Is this a key decision?

Yes – the proposals within the report have financial implications in excess of £1m per annum and could have an impact on residents in the whole of the city

Executive Summary:

In June 2013, the Government announced the £3.8billion Better Care Fund as part of its drive to integrate health and social care. Plans were required to be submitted identifying a minimum of £3.8billion of pooled resources with an expectation larger sums would be pooled. The value of the fund is now £5.3billion, based on the plans submitted nationally. The Better Care Fund is described as a “single pooled budget for health and social care services to work more closely together in local areas, based on a plan agreed between the NHS and Local Authorities”.

To ensure integration is delivered, the Better Care Fund requires a pooling of resources delivered through a Section 75 agreement. This is a partnership agreement whereby NHS organisations and local authorities contribute an agreed level of resource into a single pot (the pooled budget) that is then used to drive the integration and improvement of existing services.

Coventry’s Better Care Vision is “through integrated working, people will receive personalised support that enables them to be as independent as possible for as long as possible”. Health and Well-Being Board approved Coventry’s original Better Care Plan and this was submitted in April 2014. Subsequently, new requirements were announced and plans had to demonstrate how they would reduce emergency admissions to hospital, with a target set of 3.5%. Coventry’s revised plan was re-submitted in September 2014 and was fully approved by NHS England on 22 December 2014.

Better Care Coventry (Coventry's Better Care Fund Programme), totals £52m for 2015/16 and has four key areas of work (urgent care, short term support to maximise independence, long term care and dementia) as well as other shared priorities such as support for the implementation of the Care Act 2014 and protecting adult social care services.

As NHS England requires the Better Care Fund to be transferred into one or more pooled funds to enable the plan to be implemented, Coventry and Rugby Clinical Commissioning Group and the City Council are required to enter into an Agreement by 1 April 2015.

A 'Partnership Agreement' template, developed by Bevan Britain, was provided by NHS England and the Local Government Association to support the local development of this. This is being used to develop the agreement for Coventry.

Recommendations:

That Cabinet recommend to Council the approval of recommendations (1) to (4) below.

Council is recommended to:

1. Approve entering into a Partnership Agreement with Coventry and Rugby Clinical Commissioning Group for Better Care Coventry
2. Approve that the City Council is the host for the pooled budget
3. Delegate authority to the Executive Directors, People and Resources, in consultation with the Cabinet Member for Health and Adult Services and Cabinet Member for Strategic Finance and Resources to finalise the agreement with Coventry and Rugby Clinical Commissioning Group
4. Approve the proposed governance arrangements for the monitoring of the agreement and the pooled budget

List of Appendices included:

Appendix 1 - Partnership Agreement Template

Background papers:

None

Other useful documents

Health and Well-Being Board – 22 September 2014 – Better Care Fund Update

<http://democraticservices.coventry.gov.uk/ieListDocuments.aspx?CId=575&MIId=10355&Ver=4>

Has it been or will it be considered by Scrutiny?

No

Has it been or will it be considered by any other Council Committee, Advisory Panel/other body?

No

Will this report go to Council?

Yes

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Report title:

Better Care Coventry

1. Context (or background)

- 1.1 In June 2013, the Government announced the £3.8billion Better Care Fund as part of its drive to integrate health and social care. Plans were required to be submitted identifying a minimum of £3.8billion of pooled resources with an expectation larger sums would be pooled. The value of the fund is now £5.3billion, based on the plans submitted nationally. The Better Care Fund is described as a “single pooled budget for health and social care services to work more closely together in local areas, based on a plan agreed between the NHS and Local Authorities”.
- 1.2 To ensure integration is delivered, the Better Care Fund requires a pooling of resources delivered through a Section 75 agreement. This is a partnership agreement whereby NHS organisations and local authorities contribute an agreed level of resource into a single pot (the pooled budget) that is then used to drive the integration and improvement of existing services.
- 1.3 Coventry’s Better Care Vision is “through integrated working, people will receive personalised support that enables them to be as independent as possible for as long as possible”. Health and Well-Being Board approved Coventry’s original Better Care Plan and this was submitted in April 2014. Subsequently, new requirements were announced and plans had to demonstrate how they would reduce emergency admissions to hospital, with a target set of 3.5%. Coventry’s revised plan was re-submitted in September 2014 and was fully approved by NHS England on 22 December 2014.
- 1.4 The minimum pooled budget required in Coventry was £24m. Following extensive work with the Coventry and Rugby Clinical Commissioning Group to identify key areas of work, as well as other shared priorities, resources to the value of £52m were identified to be pooled as part of Coventry’s plan.
- 1.5 The four key areas of work identified are:
 - Urgent care - delivering a reduction in emergency admissions to hospital
 - Short-term support to maximise independence - providing a single point of access to short-term support at home
 - Long-term care - integrated working that ensures people receive personalised support that enables them to be as independent as possible for as long as possible within their local community
 - Dementia - enabling people and their carers to live as independently as possible, and to ‘live well’

In addition to these specific workstreams, other shared priorities were included such as information sharing, support for the implementation of the Care Act 2014 and protecting adult social care services.

- 1.6 As NHS England requires the Better Care Fund to be transferred into one or more pooled funds to enable the plan to be implemented, Coventry and Rugby Clinical Commissioning Group and the City Council are required to enter into a Section 75 Partnership Agreement by 1 April 2015 enabling the pooling of funds.

- 1.7 A 'Partnership Agreement' template, developed by Bevan Britain, was provided by NHS England and the Local Government Association to support the local development of this. This is being used to develop the agreement for Coventry and is included as appendix 1.

2. Key elements of the Partnership Agreement

- 2.1 The purpose of this Partnership Agreement is to support the delivery of the Better Care Fund by setting out the governance and practical management arrangements specifically associated with the Better Care Fund pooled budget.

2.2 Governance arrangements

A Better Care Programme Board is in place which has membership from senior leaders from Coventry City Council, Coventry and Rugby Clinical Commissioning Group, University Hospital and Coventry and Warwickshire Partnership NHS Trust. This provides the operational oversight for delivery of the programme.

The Joint Adult Commissioning Board (Coventry and Rugby Clinical Commissioning Group and the City Council) will be responsible for ensuring Better Care Coventry is delivered and the pooled budget is managed in line with the partnership agreement.

The Health and Well-Being Board will hold the Joint Adult Commissioning Board to account for the delivery of Better Care Coventry and provide strategic direction.

As from 1 April 2015, when the pooled budget is introduced, it is proposed that there is further reporting to Health and Social Care Scrutiny Board 5.

Although the pooled budget is created from allocations from Coventry and Rugby Clinical Commissioning Group and the Council, the arrangements do not constitute a delegation of statutory responsibilities and these are retained by Coventry and Rugby Clinical Commissioning Group and the Council. Any future financial implications will be reported through each organisation's existing financial reporting arrangements.

2.3 Hosting the pooled budget

The regulations require that one of the partners is nominated as the host of the pooled budget and this body is then responsible for the budget's overall accounts and audit. In Coventry, it is proposed that the Council is the host for the pooled budget.

2.4 Scheme specification

The Partnership Agreement includes scheme specifications which will provide the detail for each workstream including aims and outcomes, level of the pooled budget, the specific management arrangements and risk sharing.

2.5 Risk sharing

The agreement will include specific details of the risk sharing in relation to the individual elements of the programme and financial responsibility for any variation.

3. Options considered and recommended proposal

- 3.1 That Cabinet recommend to Council the approval of recommendations below.

Council is recommended to:

Approve entering into a Partnership Agreement with Coventry and Rugby Clinical Commissioning Group for Better Care Coventry

Approve that the City Council is the host for the pooled budget

Delegate authority to the Executive Directors, People and Resources, in consultation with the Cabinet Member (Health and Adult Services) and Cabinet Member (Strategic Finance and Resources) to finalise the agreement with Coventry and Rugby Clinical Commissioning Group

Approve the proposed governance arrangements for the monitoring of the agreement and the pooled budget

4. Results of consultation undertaken

4.1 Initial consultation with relevant interested parties has taken place as part of the development of the Better Care plan.

5. Timetable for implementing this decision

5.1 It is a requirement that the pooled budget is in place from 1 April 2015.

6. Comments from Executive Director, Resources

6.1 Financial implications

Coventry was required to have a minimum pooled budget of £24m. As described in paragraph 1.4 above, resources to the value of £52m were identified to be pooled as part of Coventry's plan. The fund is comprised of a number of existing funding streams with relevant regulations and legislation continuing to govern how they are spent.

The pooled budget will be managed in accordance with the partnership agreement and any future financial implications will be reported through the existing financial reporting arrangements within each organisation.

6.2 Legal implications

Section 75 of the National Health Services Act 2006 allows local authorities and NHS bodies to enter into partnership arrangements to provide a more streamlined service and to pool resources. A Section 75 agreement can only be entered into if such arrangements are likely to lead to an improvement in the way functions are exercised. The types of arrangements permitted by Section 75 include:

- The formation of a fund (pooled budget) out of which payments are made towards spending incurred in the exercise of prescribed NHS and prescribed local authority functions
- The exercise by an NHS body of the council's health related functions (and vice versa)
- The provision of staff, goods or services or the making of payments in connection with these arrangements

Regulations made under the Act set out the functions of NHS bodies and local authorities which can be the subject of a Section 75 and which may not.

Where, as here, a pooled fund is to be established, the Section 75 Agreement must specify:

- the agreed aims and outcomes of the pooled fund arrangements
- the contributions to be made to the pooled fund by each of the partners and how those contributions may be varied
- the functions which are the subject of the arrangements
- the persons and the kinds of services likely to be affected by the functions exercised by the partnership
- the staff, goods, services or accommodation to be provided by the partners in connection with the arrangements
- the duration of the arrangements and provision for the review or variation or termination of the arrangements
- how the pooled fund is to be managed and monitored, including which body or authority is to be the host partner

In addition, the Regulations require that the Agreement deals with management of the pooled fund, accounts, auditing, reporting and monitoring. Before entering into a partnership arrangement, the partners should ensure that their obligations to inform and consult interested parties are discharged where appropriate.

7. Other implications

7.1 How will this contribute to achievement of the Council's key objectives/corporate priorities (corporate plan/scorecard)/organisational blueprint/Local Area Agreement (or Coventry Sustainable Community Strategy)?

The integration of health and social care services, supported by the formation of a pooled budget will support the Council's plan to improve the health and well-being of local residents.

7.2 How is risk being managed?

The agreement will include specific details of the risk sharing in relation to the individual elements of the programme and financial responsibility for any variation. These risks will be reported and managed through the Better Care Programme Board, Adult Joint Commissioning Board and Health and Well-Being Board. The risk shares will reflect where existing risks continue to remain, to ensure neither organisation is subject to further unnecessary risk allowing the programme to focus on integrating and improving services.

7.3 What is the impact on the organisation?

The pooled budget will support further integration of health and social care services.

7.4 Equality and Consultation Analysis

On-going consideration will be given to equality impacts and consultation requirements as the delivery programme progresses.

7.5 Implications for (or impact on) the environment

None

7.6 Implications for partner organisations?

The pooled budget will support further integration of health and social care services. The formation of a pooled budget was presented and approved by the Governing Body of the Coventry and Rugby Clinical Commissioning Group on 11 March 2015.

Report author(s):

Name and job title:

Mark Godfrey, Deputy Director, Adult Social Care
Ewan Dewar, Finance Manager

Directorate:

People Directorate

Tel and email contact:

02476 83 1500

mark.godfrey@coventry.gov.uk

Enquiries should be directed to the above person.

Contributor/approver name	Title	Directorate or organisation	Date doc sent out	Date response received or approved
Contributors:				
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David Watts	Assistant Director	People Directorate	24.02.15	02.03.15
Carol Bradford	Senior Solicitor	Resources Directorate	27.02.15	27.02.15
Lara Knight	Governance Services Team Leader	Resources Directorate	03.03.15	03.03.15
Mike Jones	Programme Manager	People Directorate	24.02.15	24.02.15
Names of approvers for submission: (officers and members)				
Finance: Barry Hastie	Assistant Director	Resources Directorate	26.02.15	03.03.15
Legal: Julie Newman	People Manager, Legal Services	Resources Directorate	27.02.15	27.02.15
Director: Brian Walsh	Executive Director	People Directorate	24.02.15	27.02.15
Members Name:				
Councillor Gingell			27.02.15	02.03.15
Councillor Gannon			27.02.15	02.03.15

This report is published on the Council's website:

www.coventry.gov.uk/councilmeetings

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Dated _____ **2014**

[Local authority]¹

and

NHS [] CLINICAL COMMISSIONING GROUP

**FRAMEWORK PARTNERSHIP AGREEMENT RELATING
TO THE COMMISSIONING OF HEALTH AND SOCIAL
CARE SERVICES ²**

¹ Complete the parties names. Are there any other parties to be involved – who must be eligible bodies for S75 purposes if they participate in the pooled fund or lead commissioning.

² Parties may wish to include a reference to the Better Care Fund

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THIS AGREEMENT is made on day of 2014

PARTIES³

(1) **[local Authority]** of [](the "**Council**")

(2) **NHS [] CLINICAL COMMISSIONING GROUP** of [](the "**CCG**")

BACKGROUND

- (A) The Council has responsibility for commissioning and/or providing social care services on behalf of the population of the borough of [].
- (B) The CCG has the responsibility for commissioning health services pursuant to the 2006 Act in the borough of [].
- (C) The Better Care Fund has been established by the Government to provide funds to local areas to support the integration of health and social care and to seek to achieve the National Conditions and Local Objectives. It is a requirement of the Better Care Fund that the CCG and the Council establish a pooled fund for this purpose. [The Partners wish to extend the use of pooled funds to include funding streams from outside of the Better Care Fund.]⁴
- (D) Section 75 of the 2006 Act gives powers to local authorities and clinical commissioning groups to establish and maintain pooled funds out of which payment may be made towards expenditure incurred in the exercise of prescribed local authority functions and prescribed NHS functions.
- (E) The purpose of this Agreement is to set out the terms on which the Partners have agreed to collaborate and to establish a framework through which the Partners can secure the future position of health and social care services through lead or joint commissioning arrangements. It is also means through which the Partners will to pool funds and align budgets as agreed between the Partners.
- (F) The aims and benefits of the Partners in entering in to this Agreement are to:
 - a) improve the quality and efficiency of the Services;
 - b) meet the National Conditions and Local Objectives;[and]
 - c) make more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure on the Services.[and]
 - d) [INSERT AIMS]⁵
- (G) The Partners have jointly carried out consultations on the proposals for this Agreement with all those persons likely to be affected by the arrangements.⁶
- (H) The Partners are entering into this Agreement in exercise of the powers referred to in Section 75 of the 2006 Act and/or Section 13Z(2) and 14Z(3) of the 2006 Act as applicable, to the extent that exercise of these powers is required for this Agreement.

³ See previous note about parties

⁴ Consider whether this will be the case or whether the services that will initially be commissioned using Better Care Fund monies will not have supplemental funding from 'non Better Care Fund' resources.

⁵ Consider and provide any additional aims/objectives.

⁶ The CCG/Council will need to be satisfied that consultation occurred as stated (and as required by the Regulations).

1 DEFINED TERMS AND INTERPRETATION⁷

1.1 In this Agreement, save where the context requires otherwise, the following words, terms and expressions shall have the following meanings:

1998 Act means the Data Protection Act 1998.

2000 Act means the Freedom of Information Act 2000.

2004 Regulations means the Environmental Information Regulations 2004.

2006 Act means the National Health Service Act 2006.

Affected Partner means, in the context of Clause 24, the Partner whose obligations under the Agreement have been affected by the occurrence of a Force Majeure Event

Agreement means this agreement including its Schedules and Appendices.

[Approved Expenditure means any additional expenditure approved by the Partners in relation to an Individual Service above any Contract Price and Performance Payments.]

Authorised Officers means an officer of each Partner appointed to be that Partner's representative for the purpose of this Agreement.

Better Care Fund means the Better Care Fund as described in NHS England Publications Gateway Ref. No.00314 and NHS England Publications Gateway Ref. No.00535 as relevant to the Partners.

Better Care Fund Plan means the plan attached at Schedule 6 setting out the Partners plan for the use of the Better Care Fund.

CCG Statutory Duties means the Duties of the CCG pursuant to Sections 14P to 14Z2 of the 2006 Act

Change in Law means the coming into effect or repeal (without re-enactment or consolidation) in England of any Law, or any amendment or variation to any Law, or any judgment of a relevant court of law which changes binding precedent in England after the date of this Agreement

Commencement Date means 00:01 hrs on [].⁸

Confidential Information means information, data and/or material of any nature which any Partner may receive or obtain in connection with the operation of this Agreement and the Services and:

- (a) which comprises Personal Data or Sensitive Personal Data or which relates to any patient or his treatment or medical history;
- (b) the release of which is likely to prejudice the commercial interests of a Partner or the interests of a Service User respectively; or
- (c) which is a trade secret.

Contract Price [means any sum payable to a Provider under a Service Contract as consideration for the provision of Services and which, for the avoidance of doubt, does not include any Default Liability or Performance Payment].⁹

Default Liability means any sum which is agreed or determined by Law or in accordance with the terms of a Services Contract) to be payable by any Partner(s) to the Provider as a consequence of

⁷ Definitions should be finalised once main body of Agreement is finalised.

⁸ Partners to confirm. This should be no later than 1 April 2015 but may be earlier

⁹ TBC

(i) breach by any or all of the Partners of an obligation(s) in whole or in part) under the relevant Services Contract or (ii) any act or omission of a third party for which any or all of the Partners are, under the terms of the relevant Services Contract, liable to the Provider.¹⁰

Financial Contributions means the financial contributions made by each Partner to a Pooled Fund in any Financial Year.

Financial Year means each financial year running from 1 April in any year to 31 March in the following calendar year.

Force Majeure Event means one or more of the following:

- (a) war, civil war (whether declared or undeclared), riot or armed conflict;
- (b) acts of terrorism;
- (c) acts of God;
- (d) fire or flood;
- (e) industrial action;
- (f) prevention from or hindrance in obtaining raw materials, energy or other supplies;
- (g) any form of contamination or virus outbreak; and
- (h) any other event,

in each case where such event is beyond the reasonable control of the Partner claiming relief

Functions means the NHS Functions and the Health Related Functions

Health Related Functions means those of the health related functions of the Council, specified in Regulation 6 of the Regulations as relevant to the commissioning of the Services and which may be further described in the relevant Scheme Specification.¹¹

Host Partner means for each Pooled Fund the Partner that will host the Pooled Fund [and for each Aligned Fund the Partner that will host the Aligned Fund]

Health and Wellbeing Board means the Health and Wellbeing Board established by the Council pursuant to Section 194 of the Health and Social Care Act 2012.

Indirect Losses means loss of profits, loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis.

Individual Scheme means one of the schemes which is agreed by the Partners to be included within this Agreement using the powers under Section 75 as documented in a Scheme Specification.

Integrated Commissioning means arrangements by which both Partners commission Services in relation to an individual Scheme on behalf of each other is exercise of both the NHS Functions and Council Functions through integrated structures.

Joint (Aligned) Commissioning means a mechanism by which the Partners jointly commission a Service. For the avoidance of doubt, a joint (aligned) commissioning arrangement does not involve the delegation of any functions pursuant to Section 75.

Law means:

- (a) any statute or proclamation or any delegated or subordinate legislation;

¹⁰ Further consideration will always be needed on this.

¹¹ Here and in the definition of NHS functions the widest definition is used; this needs to be cut down in the relevant specification so that the purpose must be fulfilled by use of the function

- (b) any enforceable community right within the meaning of Section 2(1) European Communities Act 1972;
- (c) any guidance, direction or determination with which the Partner(s) or relevant third party (as applicable) are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Partner(s) or relevant third party (as applicable); and
- (d) any judgment of a relevant court of law which is a binding precedent in England.

Lead Commissioning Arrangements means the arrangements by which one Partner commissions Services in relation to an Individual Scheme on behalf of the other Partner in exercise of both the NHS Functions and the Council Functions.

Lead Commissioner means the Partner responsible for commissioning an Individual Service under a Scheme Specification.

Losses means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services), proceedings, demands and charges whether arising under statute, contract or at common law but excluding Indirect Losses and "Loss" shall be interpreted accordingly.

Month means a calendar month.

National Conditions mean the national conditions as set out in the NHS England Planning Guidance as are amended or replaced from time to time.

NHS Functions means those of the NHS functions listed in Regulation 5 of the Regulations as are exercisable by the CCG as are relevant to the commissioning of the Services and which may be further described in each Service Schedule

Non Pooled Fund means the budget detailing the financial contributions of the Partners which are not included in a Pooled Fund in respect of a particular Service as set out in the relevant Scheme Specification

Non-Recurrent Payments means funding provided by a Partner to a Pooled Fund in addition to the Financial Contributions pursuant to arrangements agreed in accordance with Clause [8.4].

Overspend means any expenditure from a Pooled Fund in a Financial Year which exceeds the Financial Contributions for that Financial Year.

Partner means each of the CCG and the Council, and references to "**Partners**" shall be construed accordingly.

Partnership Board means the partnership board responsible for review of performance and oversight of this Agreement as set out in Schedule 2.

Permitted Budget means in relation to a Service where the Council is the Provider, the budget that the Partners have set in relation to the particular Service.

Permitted Expenditure has the meaning given in Clause [7.3].

Personal Data means Personal Data as defined by the 1998 Act.

Pooled Fund means any pooled fund established and maintained by the Partners as a pooled fund in accordance with the Regulations

Pooled Fund Manager means such officer of the Host Partner which includes a Section 113 Officer for the relevant Pooled Fund established under an Individual Scheme as is nominated by the Host Partner from time to time to manage the Pooled Fund in accordance with Clause [10].

Provider means a provider of any Services commissioned under the arrangements set out in this Agreement.

Public Health England means the SOSH trading as Public Health England.

Quarter means each of the following periods in a Financial Year:

1 April to 30 June

1 July to 30 September

1 October to 31 December

1 January to 31 March

and "**Quarterly**" shall be interpreted accordingly.

Regulations means the means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 No 617 (as amended).

Performance Payment Arrangement means any arrangement agreed with a Provider and one of more Partners in relation to the cost of providing Services on such terms as agreed in writing by all Partners.¹²

Performance Payments means any sum over and above the relevant Contract Price which is payable to the Provider in accordance with a Performance Payment Arrangement.

Scheme Specification means a specification setting out the arrangements for an Individual Scheme agreed by the Partners to be commissioned under this Agreement.

Sensitive Personal Data means Sensitive Personal Data as defined in the 1998 Act.

Services means such health and social care services as agreed from time to time by the Partners as commissioned under the arrangements set out in this Agreement and more specifically defined in each Scheme Specification.

Services Contract means an agreement for the provision of Services entered into with a Provider by one or more of the Partners in accordance with the relevant Individual Scheme.

Service Users means those individual for whom the Partners have a responsibility to commission the Services.

SOSH means the Secretary of State for Health.

*[Third Party Costs means all such third party costs (including legal and other professional fees) in respect of each Individual Scheme as a Partner reasonably and properly incurs in the proper performance of its obligations under this Agreement and as agreed by the Partnership Board.]*¹³

Working Day means 8.00am to 6.00pm on any day except Saturday, Sunday, Christmas Day, Good Friday or a day which is a bank holiday (in England) under the Banking & Financial Dealings Act 1971.

¹² The Performance Payment Arrangements and how they will be addressed in this Agreement will need to be revisited once the Performance Payment arrangements have been considered.

¹³ For discussion between the Parties.

- 1.2 In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto. Where relevant, references to English statutes and statutory provisions shall be construed as references also to equivalent statutes, statutory provisions and rules of law in other jurisdictions.
- 1.3 Any headings to Clauses, together with the front cover and the index are for convenience only and shall not affect the meaning of this Agreement. Unless the contrary is stated, references to Clauses and Schedules shall mean the clauses and schedules of this Agreement.
- 1.4 Any reference to the Partners shall include their respective statutory successors, employees and agents.
- 1.5 In the event of a conflict, the conditions set out in the Clauses to this Agreement shall take priority over the Schedules.
- 1.6 Where a term of this Agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.
- 1.7 In this Agreement, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.
- 1.8 In this Agreement, words importing the singular only shall include the plural and vice versa.
- 1.9 In this Agreement, "staff" and "employees" shall have the same meaning and shall include reference to any full or part time employee or officer, director, manager and agent.
- 1.10 Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Partners shall be in writing.
- 1.11 Unless expressly stated otherwise, all monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency then all monetary amounts shall be converted into such other currency at the rate prevailing on the date such other currency first became legal tender in the United Kingdom.
- 1.12 All references to the Agreement include (subject to all relevant approvals) a reference to the Agreement as amended, supplemented, substituted, novated or assigned from time to time.

2 TERM¹⁴

- 2.1 This Agreement shall come into force on the Commencement Date¹⁵.
- 2.2 This Agreement shall continue until it is terminated in accordance with Clause [21].¹⁶
- 2.3 The duration of the arrangements for each Individual Scheme shall be as set out in the relevant Scheme Specification.¹⁷

3 GENERAL PRINCIPLES¹⁸

¹⁴ Consider the term and arrangements for dealing with termination.

¹⁵ Parties to consider and confirm whether existing partnership arrangements (Section 75 or otherwise) will be affected by this Agreement.

¹⁶ Parties will need to consider how termination will work in relation to this Agreement given that it is unlikely that the CCG/Council would be able to terminate a Better Care Pooled Fund.

¹⁷ This is on the basis that the Agreement is a framework arrangement so the details of each Service will be set out in the relevant Scheme Specification.

- 3.1 Nothing in this Agreement shall affect:
- 3.1.1 the liabilities of the Partners to each other or to any third parties for the exercise of their respective functions and obligations (including the Functions); or
 - 3.1.2 any power or duty to recover charges for the provision of any services (including the Services) in the exercise of any local authority function.
- 3.2 The Partners agree to:
- 3.2.1 treat each other with respect and an equality of esteem;
 - 3.2.2 be open with information about the performance and financial status of each; and
 - 3.2.3 provide early information and notice about relevant problems.
- 3.3 For the avoidance of doubt, the aims and outcomes relating to an Individual Scheme may be set out in the relevant Scheme specification.

4 PARTNERSHIP FLEXIBILITIES¹⁹

- 4.1 This Agreement sets out the mechanism through which the Partners will work together to establish one or more of the following:
- 4.1.1 [Lead Commissioning Arrangements];
 - 4.1.2 [Integrated Commissioning];
 - 4.1.3 Joint (Aligned) Commissioning
 - 4.1.4 the establishment of one or more Pooled Funds
- in relation to Individual Schemes (the "Flexibilities")
- 4.2 [The Council delegates to the CCG and the CCG agrees to exercise, on the Council's behalf, the Health Related Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the NHS Functions.
- 4.3 The CCG delegates to the Council and the Council agrees to exercise on the CCG's behalf the NHS Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the Health Related Functions.
- 4.4 Where the powers of a Partner to delegate any of its statutory powers or functions are restricted, such limitations will automatically be deemed to apply to the relevant Scheme Specification and the Partners shall agree arrangements designed to achieve the greatest degree of delegation to the other Partner necessary for the purposes of this Agreement which is consistent with the statutory constraints.]²⁰

5 FUNCTIONS²¹

- 5.1 The purpose of this Agreement is to establish a framework through which the Partners can secure the provision of health and social care services in accordance with the terms of this Agreement.

¹⁸ Consider any overarching principles for insertion here. We have provided a list for consideration, however, this will be varied on the basis of the principles agreed between the Partners.

¹⁹ This Agreement has been drafted to cover a range of flexibilities to incorporate the framework approach. Drafting here will need to reflect any lead commissioning arrangements.

²⁰ Parties should always check that the proposed services can be delegated before incorporating.

²¹ This provision highlights how the framework can incorporate other schemes and funding arrangements.

- 5.2 This Agreement shall include such functions as shall be agreed from time to time by the Partners.
- 5.3 Where the Partners add a new Individual Scheme to this Agreement a Scheme Specification for each Individual Scheme shall be in the form set out in Schedule 1 shall be completed and agreed between the Partners. The initial scheme specification is set out in schedule 1 part 2^{22 23}
- 5.4 The Partners shall not enter into a Scheme Specification in respect of an Individual Scheme unless they are satisfied that the Individual Scheme in question will improve health and well-being in accordance with this Agreement.
- 5.5 The introduction of any Individual Scheme will be subject to business case approval by and the [Partnership Board]²⁴

6 COMMISSIONING ARRANGEMENTS

Integrated Commissioning

- 6.1 Where there are Integrated Commissioning arrangements in respect of an Individual Scheme, both Partners shall work in cooperation and shall endeavour to ensure that the NHS Functions and Health Related Functions are commissioned with all due skill, care and attention.
- 6.2 Both Partners shall be responsible for compliance with and making payments of all sums due to a Provider pursuant to the terms of each Service Contract.
- 6.3 Both Partners shall work in cooperation and endeavour to ensure that the relevant Services as set out in each Scheme Specification are commissioned within each Partners Financial Contribution in respect of that particular Service in each Financial Year.
- 6.4 The Partners shall comply with the arrangements in respect of the Joint (Aligned) Commissioning as set out in the relevant Scheme Specification.
- 6.5 Each Partner shall keep the other Partners and the Joint Adult Commission Board regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non Pooled Fund.
- 6.6 The Partnership Board will report back to the Health and Wellbeing Board as required by its Terms of Reference.

Appointment of a Lead Commissioner²⁵

- 6.7 Where there are Lead Commissioning Arrangements in respect of an Individual Scheme the Lead Commissioner shall:
- 6.7.1 exercise the NHS Functions in conjunction with the Health Related Functions as identified in the relevant Scheme Specification;
- 6.7.2 endeavour to ensure that the NHS Functions and the Health Related Functions are funded within the parameters of the Financial Contributions of each Partner in relation to each particular Service in each Financial Year.

²² This will be taken from the Better Care plan; other schemes may be included later. Consideration should be given as to whether existing schemes should be moved under this scheme.

²³ We have suggested a template Scheme Specification as a starting point for discussion.

²⁴ Clause 19 relates to the governance structure including the role of the Health and Wellbeing Board.

See comments below at Clause 30 relating to the inclusion of a procedure for the proposal and approval of Individual Schemes.

²⁵ Parties should consider overarching obligations on Lead Commissioners, including whether any further duties will be assigned to the Lead Commissioner.

- 6.7.3 commission Services for individuals who meet the eligibility criteria set out in the relevant Scheme Specification;
- 6.7.4 contract with Provider(s) for the provision of the Services on terms agreed with the other Partners;
- 6.7.5 comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned;
- 6.7.6 where Services are commissioned using the NHS Standard Form Contract, perform the obligations of the "Commissioner" and "Co-ordinating Commissioner" with all due skill, care and attention and where Services are commissioned using any other form of contract to perform its obligations with all due skill and attention;
- 6.7.7 ²⁶undertake performance management and contract monitoring of all Service Contracts;²⁷
- 6.7.8 make payment of all sums due to a Provider pursuant to the terms of any Services Contract.
- 6.7.9 keep the other Partner and the Joint Adult Commission Board regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non Pooled Fund.

7 ESTABLISHMENT OF A POOLED FUND²⁸

- 7.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Partners have agreed to establish and maintain such pooled funds for revenue expenditure as set out in the Scheme Specifications.
- 7.2 Each Pooled Fund shall be managed and maintained in accordance with the terms of this Agreement.
- 7.3 It is agreed that the monies held in a Pooled Fund may only be expended on the following.²⁹
 - 7.3.1 *the Contract Price;*
 - 7.3.2 [where the Council is to be the Provider, the Permitted Budget];
 - 7.3.3 *Performance Payments;*
 - 7.3.4 *[Third Party Costs];*
 - 7.3.5 *Approved Expenditure*

("Permitted Expenditure")³⁰

²⁶ Consider adding in further obligations around contract management and the requirement of the Lead Commissioner to take enforcement action.

²⁷ How will the Parties deal with performance monitoring and accountability/assurance frameworks?

²⁸ Pooled Funds can be used for Lead Commissioning or Integrated Commissioning arrangements. Furthermore, each Service, can have different Lead Commissioners. The host arrangements for pooled funding is for ensuring that there is streamlined management and accountability of the Pooled Funds with the Host Partner being the accounting body and having responsibility for appointing a Pooled Fund Manager.

²⁹ This dictates what can be funded out of the Pooled Fund and, therefore, what would constitute an overspend if it exceeded the amount in the Pool. Money spent on other things would be in breach of this agreement and, therefore not recoverable by the Host Partner.

³⁰ Parties should discuss how to deal with management costs in relation to hosting arrangements. For example, should these be charged or will each Party provide the services without recharging.

- 7.4 The Partners may only depart from the definition of Permitted Expenditure to include or exclude other revenue expenditure with the express written agreement of each Partner.
- 7.5 For the avoidance of doubt, monies held in the Pooled Fund may not be expended on Default Liabilities unless this is agreed by all Partners.³¹
- 7.6 Pursuant to this Agreement, the Partners agree to appoint a Host Partner for each of the Pooled Funds set out in the Scheme Specifications. The Host Partner shall be the Partner responsible for:
- 7.6.1 holding all monies contributed to the Pooled Fund on behalf of itself and the other Partners;
 - 7.6.2 providing the financial administrative systems for the Pooled Fund; and
 - 7.6.3 appointing the Pooled Fund Manager;
 - 7.6.4 ensuring that the Pooled Fund Manager complies with its obligations under this Agreement.

8 POOLED FUND MANAGEMENT

- 8.1 When introducing a Pooled Fund in respect of an Individual Scheme, the Partners shall agree:
- 8.1.1 which of the Partners shall act as Host Partner for the purposes of Regulations 7(4) and 7(5) and shall provide the financial administrative systems for the Pooled Fund;
 - 8.1.2 which officer of the Host Partner shall act as the Pooled Fund Manager for the purposes of Regulation 7(4) of the Regulations.
- 8.2 The Pooled Fund Manager in respect of each Individual Service where there is a Pooled Fund shall have the following duties and responsibilities:
- 8.2.1 the day to day operation and management of the Pooled Fund;
 - 8.2.2 ensuring that all expenditure from the Pooled Fund is in accordance with the provisions of this Agreement and the relevant Scheme Specification;
 - 8.2.3 maintaining an overview of all joint financial issues affecting the Partners in relation to the Services and the Pooled Fund;
 - 8.2.4 ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund;
 - 8.2.5 reporting to the Partnership Board as required by the Partnership Board and the relevant Scheme Specification;
 - 8.2.6 ensuring action is taken to manage any projected under or overspends relating to the Pooled Fund in accordance with this Agreement;
 - 8.2.7 preparing and submitting to the Partnership Board Quarterly reports (or more frequent reports if required by the Partnership Board) and an annual return about the income and expenditure from the Pooled Fund together with such other information as may be required by the Partners and the Partnership Board to monitor the effectiveness of the Pooled Fund and to enable the Partners to complete their own financial accounts and returns. The Partners agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met.

³¹ This links liabilities of the Host Partner for default to the indemnity provisions.

8.2.8 preparing and submitting reports to the Health and Wellbeing Board as required by it.

8.3 In carrying out their responsibilities as provided under Clause [8.2] the Pooled Fund Manager shall have regard to the recommendations of the Partnership Board and shall be accountable to the Partners.

8.4 The Partnership Board may agree to the viring of funds between Pooled Funds.

9 NON POOLED FUNDS³²

9.1 Any Financial Contributions agreed to be held within a Non Pooled Fund will be notionally held in a fund established for the purpose of commissioning that Service as set out in the relevant Scheme Specification. For the avoidance of doubt, a Non Pooled Fund does not constitute a pooled fund for the purposes of Regulation 7 of the Partnership Regulations.

9.2 When introducing a Non Pooled Fund in respect of an Individual Scheme, the Partners shall agree:

9.2.1 which Partner if any³³ shall host the Non-Pooled Fund

9.2.2 how and when Financial Contributions shall be made to the Non-Pooled Fund.

9.3 The Host Partner will be responsible for establishing the financial and administrative support necessary to enable the effective and efficient management of the Non-Pooled Fund, meeting all required accounting and auditing obligations.

9.4 [Both Partners shall ensure that Services commissioned using a Non Pooled Fund are commissioned solely in accordance with the relevant Scheme Specification]

9.5 Where there are Joint (Aligned) Commissioning arrangements, both Partners shall work in cooperation and shall endeavour to ensure that:

9.5.1 the NHS Functions funded from a Non-Pooled Fund are carried out within the CCG Financial Contribution to the Non- Pooled Fund for the relevant Service in each Financial Year; and

9.5.2 the Health Related Functions funded from a Non-Pooled Fund are carried out within the Council's Financial Contribution to the Non-Pooled Fund for the relevant Service in each Financial Year.

10 FINANCIAL CONTRIBUTIONS³⁴

10.1 The Financial Contribution of the CCG and the Council to any Pooled Fund or Non-Pooled Fund for the first Financial Year of operation of each Individual Scheme shall be as set out in the relevant Scheme Specification.³⁵

10.2 [*Insert Provisions around how Financial Contributions will be determined going forward*]

³² These are funds that are notionally held in a joint fund but are not a pooled fund. If there are Lead Commissioner/Integrated Commissioner arrangements, the funds need to be held but they will be separately accounted for. The Lead Commissioner will still be responsible for managing the fund effectively.

³³ The non pooled fund can be a virtual pool with contributions identified but held separately. Transfers between partners for non pooled funds need to be made by S76/256 of the 2006 Act.

³⁴ Partners should consider how to deal with financial contributions. The starting point is the NHS Better Care contribution, net of any amounts retained pending reductions in emergency admissions. Is either Partner able to commit a minimum amount per year? When and how will the Partners agree the contributions each year? What happens if the Partners disagree? Are there any particular factors that must be taken into consideration when establishing the level of commitment for subsequent years?

³⁵ Parties need to deal with the fact that some services will not have pooled funds. In respect of this, parties should decide how the invoicing/payment arrangements will work and whether this will vary from service to service.

- 10.3 Financial Contributions will be paid as set out in the each Scheme Specification.³⁶
- 10.4 With the exception of Clause [13], no provision of this Agreement shall preclude the Partners from making additional contributions of Non-Recurrent Payments to the Pooled Fund from time to time by mutual agreement. Any such additional contributions of Non-Recurrent Payments shall be explicitly recorded in [Partnership Board] minutes and recorded in the budget statement as a separate item.

11 NON FINANCIAL CONTRIBUTIONS³⁷

- 11.1 The Scheme Specification shall set out non-financial contributions of each Partner including staff (including the Pooled Fund Manager), premises, IT support and other non-financial resources necessary to perform its obligations pursuant to this Agreement (including, but not limited to, management of service contracts and the Pooled Fund).

12 RISK SHARE ARRANGMENTS, OVERSPENDS AND UNDERSPENDS³⁸

Risk share arrangements

- 12.1 The partners have agreed risk share arrangements as set out in schedule 3 , which provide for financial risks arising within the commissioning of services from the pooled funds and the financial risk to the pool arising from the payment for performance element of the Better Care Fund.

Overspends in Pooled Fund³⁹

- 12.2 Subject to Clause [12.2], the Host Partner for the relevant Pooled Fund shall manage expenditure from a Pooled Fund within the Financial Contributions and shall ensure that the expenditure is limited to Permitted Expenditure.
- 12.3 The Host Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs PROVIDED THAT the only expenditure from a Pooled Fund has been in accordance with Permitted Expenditure and it has informed the Partnership Board in accordance with Clause 12.4.⁴⁰
- 12.4 In the event that the Pooled Fund Manager identifies an actual or projected Overspend the Pooled Fund Manager must ensure that the Partnership Board is informed as soon as reasonably possible and the provisions of the [relevant Scheme Specification]⁴¹ and Schedule [3] shall apply.

Overspends in Non Pooled Funds⁴²

- 12.5 Where in Joint (Aligned) Commissioning Arrangements either Partner forecasts an overspend in relation to a Partners Financial Contribution to a Non-Pooled Fund or Aligned Fund that Partner shall as soon as reasonably practicable inform the other Partner and the [Partnership Board].

³⁶ If there is to be a set mechanism for funding to be paid this needs to be inserted here

³⁷ As set out in this Clause 11, these arrangements will need to be considered on a scheme by scheme basis.

³⁸ Consider whether there are any practical arrangements that could be set out as overarching principles.

³⁹ We have provided a suggested approach to overspends and underspends, however, the details will need to be considered by the Partners in the context of the Performance Payment arrangements.

⁴⁰ Although the contributions are being calculated by reference to the agreed contract value, there are a number of variables that could still contribute to an overspend.

⁴¹ In this example, this is drafted like this because such expenditure is permitted and, therefore, although an Overspend occurs it is not because of a breach by the Lead Commissioner of its obligations. It is legitimate expenditure for which there are insufficient Financial Contributions. However parties may want to consider whether there should be an obligation on the Host Partner to ensure that demand is appropriately managed and so include a provision that the Host Partner would be in breach if they failed to take the requisite steps to notify the other Partner/JCB of the potential overspend and arrange an action plan?

⁴² Consider whether the Overspend provisions will be the same across all of the different Services

This is just a suggestion of how overspends in relation to non-pooled funds may be dealt with. It may be that this needs to be set out in each individual Scheme Specification and there is not a generic approach

- 12.6 Where there is a Lead Commissioning Arrangement the Lead Commissioner is responsible for the management of the Non-Pooled Fund and Aligned Fund. The Lead Commissioner shall as soon as reasonably practicable inform the other Partner [and the Partnership Board].

Underspend

- 12.7 In the event that expenditure from any Pooled Fund or Non Pooled Fund in any Financial Year is less than the aggregate value of the Financial Contributions made for that Financial Year the Partners shall agree how the surplus monies shall be spent, carried forward and/or returned to the Partners. Such arrangements shall be subject to the Law and the Standing Orders and Standing Financial Instructions (or equivalent) of the Partners and the terms of the Performance Payment Arrangement.

13 CAPITAL EXPENDITURE⁴³

Neither Pooled Funds or Non Pooled Funds shall normally be applied towards any one-off expenditure on goods and/or services, which will provide continuing benefit and would historically have been funded from the capital budgets of one of the Partners. If a need for capital expenditure is identified this must be agreed by the Partners.

14 VAT

The Partners shall agree the treatment of the Pooled Fund for VAT purposes in accordance with any relevant guidance from HM Customs and Excise.⁴⁴

15 AUDIT AND RIGHT OF ACCESS

- 15.1 All Partners shall promote a culture of probity and sound financial discipline and control. The Host Partner shall arrange for the audit of the accounts of the relevant Pooled Fund and shall require the Audit Commission to make arrangements to certify an annual return of those accounts under Section 28(1) of the Audit Commission Act 1998.

- 15.2 All internal and external auditors and all other persons authorised by the Partners will be given the right of access by them to any document, information or explanation they require from any employee, member of the Partner in order to carry out their duties. This right is not limited to financial information or accounting records and applies equally to premises or equipment used in connection with this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.

16 LIABILITIES AND INSURANCE AND INDEMNITY⁴⁵

- 16.1 [Subject to Clause 16.2, and 163, if a Partner ("First Partner") incurs a Loss arising out of or in connection with this Agreement or the Services Contract as a consequence of any act or omission of another Partner ("Other Partner") which constitutes negligence, fraud or a breach of contract in relation to this Agreement or the Services Contract then the Other Partner shall be liable to the First Partner for that Loss and shall indemnify the First Partner accordingly.
- 16.2 Clause 16.1 shall only apply to the extent that the acts or omissions of the Other Partner contributed to the relevant Loss. Furthermore, it shall not apply if such act or omission occurred as a consequence of the Other Partner acting in accordance with the instructions or requests of the First Partner or the Partnership Board.

⁴³ Once the arrangements are confirmed, a reference to s. 256 grants can be included if relevant.

⁴⁴ Partners to consider their respective positions regarding VAT.

⁴⁵ This is a sample clause which will need to be discussed. What about any liabilities to third parties that a Partner incurs as a result of a breach by the Provider but in respect of which the Lead Commissioner/relevant Partner is unable to recover from the Provider. Should such loss be shared amongst the Partners? Perhaps apportioned by reference to the value of their respective Financial Contributions? This could be dealt with by way of indemnity or by permitting the Lead Commissioner to take this out of the Pooled Fund, thereby triggering the Overspend provisions.

- 16.3 If any third party makes a claim or intimates an intention to make a claim against either Partner, which may reasonably be considered as likely to give rise to liability under this Clause 16. the Partner that may claim against the other indemnifying Partner will:
- 16.3.1 as soon as reasonably practicable give written notice of that matter to the Other Partner specifying in reasonable detail the nature of the relevant claim;
 - 16.3.2 not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Other Partner (such consent not to be unreasonably conditioned, withheld or delayed);
 - 16.3.3 give the Other Partner and its professional advisers reasonable access to its premises and personnel and to any relevant assets, accounts, documents and records within its power or control so as to enable the Indemnifying Partner and its professional advisers to examine such premises, assets, accounts, documents and records and to take copies at their own expense for the purpose of assessing the merits of, and if necessary defending, the relevant claim.
- 16.4 Each Partner shall ensure that they maintain policies of insurance (or equivalent arrangements through schemes operated by the National Health Service Litigation Authority) in respect of all potential liabilities arising from this Agreement.^{46]}
- 16.5 Each Partner shall at all times take all reasonable steps to minimise and mitigate any loss for which one party is entitled to bring a claim against the other pursuant to this Agreement.

17 STANDARDS OF CONDUCT AND SERVICE

- 17.1 The Partners will at all times comply with Law and ensure good corporate governance in respect of each Partner (including the Partners respective Standing Orders and Standing Financial Instructions).
- 17.2 The Council is subject to the duty of Best Value under the Local Government Act 1999. This Agreement and the operation of the Pooled Fund is therefore subject to the Council's obligations for Best Value and the other Partners will co-operate with all reasonable requests from the Council which the Council considers necessary in order to fulfil its Best Value obligations.
- 17.3 The CCG is subject to the CCG Statutory Duties and these incorporate a duty of clinical governance, which is a framework through which they are accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish. This Agreement and the operation of the Pooled Funds are therefore subject to ensuring compliance with the CCG Statutory Duties and clinical governance obligations.
- 17.4 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies. The Partners will maintain and develop these policies as applied to service provision, with the aim of developing a joint strategy for all elements of the service.

18 CONFLICTS OF INTEREST⁴⁷

The Partners shall comply with the agreed policy for identifying and managing conflicts of interest as set out in schedule 7.

⁴⁶ Partners shall consider their respective insurance position and take advice from insurance advisers. Do they wish to consider whether you would like to include obligations to maintain specific insurance such as appropriate levels of as employers' liability, liability to third parties and other relevant insurance arrangements to cover its liability under this Agreement.

There has previously been some debate about the availability of NHSLA cover for health bodies performing Council Health Related Functions. The Council should check whether their insurance will cover the circumstances when they are commissioning services related to NHS Functions.

⁴⁷ The Partners could include a procedure in this Agreement for the resolution of conflicts of interest.

19 GOVERNANCE⁴⁸

- 19.1 Overall strategic oversight of partnership working between the partners is vested in the Health and Well Being Board, which for these purposes shall make recommendations to the Partners as to any action it considers necessary.
- 19.2 The Partners have established a Partnership Board to⁴⁹:
[INSERT]
- 19.3 The Partnership Board is based on a joint working group structure. Each member of the Partnership Board shall be an officer of one of the Partners and will have individual delegated responsibility from the Partner employing them to make decisions which enable the Partnership Board to carry out its objects, roles, duties and functions as set out in this Clause 19 and Schedule 2.]
- 19.4 The terms of reference of the Partnership Board shall be as set out in Schedule [2]
- 19.5 Each Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.
- 19.6 The [Partnership Board] [Health and Wellbeing Board]⁵⁰ shall be responsible for the overall approval of the Individual Services, ensuring compliance with the Better Care Fund Plan and the strategic direction of the Better Care Fund.
- 19.7 Each Services Schedule shall confirm the governance arrangements in respect of the Individual Service and how that Individual Services is reported to the Partnership Board and Health and Wellbeing Board.
- 19.8 Each Services Schedule shall confirm the governance arrangements in respect of the Individual Service and how that Individual Services is reported to the Partnership Board and Health and Wellbeing Board.

20 REVIEW⁵¹

- 20.1 Save where the Partnership Board agree alternative arrangements (including alternative frequencies) the Partners shall undertake an annual review ("**Annual Review**") of the operation of this Agreement, any [Pooled Fund, Non Pooled Fund and Aligned Fund] and the provision of the Services within 3 Months of the end of each Financial Year.
- 20.2 Subject to any variations to this process required by the Partnership Board, Annual Reviews shall be conducted in good faith and, where applicable, in accordance with the governance arrangements set out in Schedule [].

⁴⁸ We have set out a proposed approach to governance with an officer working group structure has been suggested. There are three separate functions here which need to be addressed: First Strategic overview of partnership working which is the responsibility of the Health and Wellbeing Board and outside this agreement save to the extent that the HWB signs off the Better care plan and variations to is. Secondly oversight and holding to account the management structures for delivery of the schemes; we have suggested a partnership board to avoid CCG accountability running through the HWB; finally there is the management of the individual schemes. Depending on complexity this could be the pooled fund manager or a commissioning officer, but may be a management group

The Partners will need to go through the detail of how the governance structure will work; the terms of reference for the Board; and wider discussions about whether it would be helpful to set out how the Board will deal with situations where a particular decision falls outside of the scope of delegated authority of the relevant officers.

⁴⁹ The Partners will need to determine the specific functions and objectives of the Project Management Board.

⁵⁰ Who signs off on the addition of new services to the scheme?

⁵¹ We have provided a suggested approach for the Partners to consider. We suggest that the Partners consider the practical arrangements for the review and any overarching performance management of the operation of these arrangements.

20.3 The Partners shall within [20] Working Days of the annual review prepare a joint annual report documenting the matters referred to in this Clause 20. A copy of this report shall be provided to the Partnership Board.]

20.4 In the event that the Partners fail to meet the requirements of the Better Care Fund Plan and NHS England the Partners shall provide full co-operation with NHS England to agree a recovery plan.⁵²

21 COMPLAINTS⁵³

The Partners' own complaints procedures shall apply to this Agreement. The Partners agree to assist one another in the management of complaints arising from this Agreement or the provision of the Services.

OR

21.1 During the [term of the Agreement], the Partners will develop and operate a joint complaints system. The application of a joint complaints system will be without prejudice to a complainant's right to use either of the Partners' statutory complaints procedures where applicable.

21.2 Prior to the development of a joint complaints system or after the failure or suspension of any such joint complaints system the following will apply:

21.2.1 where a complaint wholly relates to one or more of the Council's Health Related Functions it shall be dealt with in accordance with the statutory complaints procedure of the Council;

21.2.2 where a complaint wholly relates to one or more of the CCG's NHS Functions, it shall be dealt with in accordance with the statutory complaints procedure of the CCG;

21.2.3 where a complaint relates partly to one or more of the Council's Health Related Functions and partly to one or more of the CCG's NHS Functions then a joint response will be made to the complaint by the Council and the CCG, in line with local joint protocol;

21.2.4 where a complaint cannot be handled in any way described above or relates to the operation of the arrangements made pursuant to this Agreement or the content of this Agreement, then the Partnership Board will set up a complaints subgroup to examine the complaint and recommend remedies. All complaints shall be reported to the Partnership Board.

22 TERMINATION & DEFAULT⁵⁴

22.1 This Agreement may be terminated by any Partner giving not less than [3] Months' notice in writing to terminate this Agreement provided that such termination shall not take effect prior to the termination or expiry of all Individual Schemes.

22.2 Each Individual Scheme may be terminated in accordance with the terms set out in the relevant Scheme Specification provided that the Partners ensure that the Better Care Fund requirements continue to be met.

22.3 If any Partner ("Relevant Partner") fails to meet any of its obligations under this Agreement, the other Partners (acting jointly) may by notice require the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partners may specify to rectify such failure. Should the

⁵² What level will any discussions be here?

⁵³ Consider whether the Partners will develop a joint complaints procedure. If not, we have suggested an approach for each Partner to use its own complaints procedure with cooperation from the other Party. NB there may be changes in the law relating to this prior to 1 April 2015

⁵⁴ We have set out a suggested approach to termination and default here as a basis for discussion.

Relevant Partner fail to rectify such failure within such reasonable timescale, the matter shall be referred for resolution in accordance with Clause 23.⁵⁵

- 22.4 Termination of this Agreement (whether by effluxion of time or otherwise) shall be without prejudice to the Partners' rights in respect of any antecedent breach and the provisions of Clauses [INSERT]⁵⁶
- 22.5 [In the event of termination of this Agreement, the Partners agree to cooperate to ensure an orderly wind down of their joint activities and to use their best endeavours to minimise disruption to the health and social care which is provided to the Service Users.]⁵⁷
- 22.6 Upon termination of this Agreement for any reason whatsoever the following shall apply:⁵⁸
- 22.6.1 the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption as possible to service users, employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so;
 - 22.6.2 where either Partner has entered into a Service Contract which continues after the termination of this Agreement, both Partners shall continue to contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into all appropriate legal documentation required in respect of this;
 - 22.6.3 the Lead Commissioner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Commissioner in breach of the Service Contract) where the other Partner requests the same in writing Provided that the Lead Commissioner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment.
 - 22.6.4 where a Service Contract held by a Lead Commissioner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner may request that the Lead Commissioner assigns the Service Contract in whole or part upon the same terms mutatis mutandis as the original contract.
 - 22.6.5 the Partnership Board shall continue to operate for the purposes of functions associated with this Agreement for the remainder of any contracts and commitments relating to this Agreement; and
 - 22.6.6 Termination of this Agreement shall have no effect on the liability of any rights or remedies of either Partner already accrued, prior to the date upon which such termination takes effect.
- 22.7 In the event of termination in relation to an Individual Scheme the provisions of Clause 22.6 shall apply mutatis mutandis in relation to the Individual Scheme (as though references as to this Agreement were to that Individual Scheme).

23 DISPUTE RESOLUTION⁵⁹

⁵⁵ In this template there is no right to terminate this Agreement as a result of breach by either Partner.

⁵⁶ This provision will be populated in the final draft of the Agreement.

⁵⁷ Consider whether this obligation is acceptable to the Partners.

⁵⁸ These provision sets out a suggested approach to what happens if the Agreement terminates particularly where there are contracts still in place. The Partners will need to address this in each service contract and also in the individual Scheme Specifications.

⁵⁹ A sample dispute resolution procedure has been included. Consider for example whether a referral of the dispute will be made to the Board and it should. Would arbitration proceedings be a preferred method of resolution?

- 23.1 In the event of a dispute between the Partners arising out of this Agreement, either Partner may serve written notice of the dispute on the other Partner, setting out full details of the dispute.
- 23.2 The Authorised Officer shall meet in good faith as soon as possible and in any event within seven (7) days of notice of the dispute being served pursuant to Clause 23.1, at a meeting convened for the purpose of resolving the dispute.
- 23.3 If the dispute remains after the meeting detailed in Clause 23.2 has taken place, the Partners' respective [chief executives][*insert position*] or nominees shall meet in good faith as soon as possible after the relevant meeting and in any event with fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.
- 23.4 If the dispute remains after the meeting detailed in Clause 23.3 has taken place, then the Partners will attempt to settle such dispute by mediation in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Partners. To initiate a mediation, either Partner may give notice in writing (a "**Mediation Notice**") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Partners asking them to nominate a mediator. The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served. Neither Partner will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour. Thereafter, paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the Partners). The Partners will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.
- 23.5 Nothing in the procedure set out in this Clause 23 shall in any way affect either Partner's right to terminate this Agreement in accordance with any of its terms or take immediate legal action.

24 FORCE MAJEURE⁶⁰

- 24.1 Neither Partner shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Partner or incur any liability to the other Partner for any losses or damages incurred by that Partner to the extent that a Force Majeure Event occurs and it is prevented from carrying out its obligations by that Force Majeure Event.
- 24.2 On the occurrence of a Force Majeure Event, the Affected Partner shall notify the other Partner as soon as practicable. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Partner and any action proposed to mitigate its effect.
- 24.3 As soon as practicable, following notification as detailed in Clause 24.2, the Partners shall consult with each other in good faith and use all best endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 24.4, facilitate the continued performance of the Agreement.
- 24.4 If the Force Majeure Event continues for a period of more than [sixty (60) days], either Partner shall have the right to terminate the Agreement by giving [fourteen (14) days] written notice of termination to the other Partner. For the avoidance of doubt, no compensation shall be payable by either Partner as a direct consequence of this Agreement being terminated in accordance with this Clause.

25 CONFIDENTIALITY⁶¹

- 25.1 In respect of any Confidential Information a Partner receives from another Partner (the "**Discloser**") and subject always to the remainder of this Clause 25, each Partner (the "**Recipient**") undertakes to

⁶⁰ Consider whether the suggested procedure (including the definition of Force Majeure Event and timescales) is acceptable.

⁶¹ Confidential information and the sharing of information will need to be considered since the partners have different rules that apply.

keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:

25.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date; and

25.1.2 the provisions of this Clause 25 shall not apply to any Confidential Information which:

(a) is in or enters the public domain other than by breach of the Agreement or other act or omission of the Recipient; or

(b) is obtained by a third party who is lawfully authorised to disclose such information.

25.2 Nothing in this Clause 25 shall prevent the Recipient from disclosing Confidential Information where it is required to do so in fulfilment of statutory obligations or by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.

25.3 Each Partner:

25.3.1 may only disclose Confidential Information to its employees and professional advisors to the extent strictly necessary for such employees to carry out their duties under the Agreement; and

25.3.2 will ensure that, where Confidential Information is disclosed in accordance with Clause 25.3.1, the recipient(s) of that information is made subject to a duty of confidentiality equivalent to that contained in this Clause 25;

25.3.3 shall not use Confidential Information other than strictly for the performance of its obligations under this Agreement.

26 FREEDOM OF INFORMATION AND ENVIRONMENTAL PROTECTION REGULATIONS

26.1 The Partners agree that they will each cooperate with each other to enable any Partner receiving a request for information under the 2000 Act or the 2004 Act to respond to a request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.

26.2 Any and all agreements between the Partners as to confidentiality shall be subject to their duties under the 2000 Act and 2004 Act. No Partner shall be in breach of Clause 26 if it makes disclosures of information in accordance with the 2000 Act and/or 2004 Act.

27 OMBUDSMEN

The Partners will co-operate with any investigation undertaken by the Health Service Commissioner for England or the Local Government Commissioner for England (or both of them) in connection with this Agreement.

28 INFORMATION SHARING

The Partners will follow the Information Governance Protocol set out in schedule 8, and in so doing will ensure that the operation this Agreement complies with Law, in particular the 1998 Act.

29 NOTICES

29.1 Any notice to be given under this Agreement shall either be delivered personally or sent by facsimile or sent by first class post or electronic mail. The address for service of each Partner shall be as set

out in Clause 29.3 or such other address as each Partner may previously have notified to the other Partner in writing. A notice shall be deemed to have been served if:

- 29.1.1 personally delivered, at the time of delivery;
- 29.1.2 sent by facsimile, at the time of transmission;
- 29.1.3 posted, at the expiration of forty eight (48) hours after the envelope containing the same was delivered into the custody of the postal authorities; and
- 29.1.4 if sent by electronic mail, at the time of transmission and a telephone call must be made to the recipient warning the recipient that an electronic mail message has been sent to him (as evidenced by a contemporaneous note of the Partner sending the notice) and a hard copy of such notice is also sent by first class recorded delivery post (airmail if overseas) on the same day as that on which the electronic mail is sent.

29.2 In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class or airmail letter (as appropriate), or that the facsimile was transmitted on a tested line or that the correct transmission report was received from the facsimile machine sending the notice, or that the electronic mail was properly addressed and no message was received informing the sender that it had not been received by the recipient (as the case may be).

29.3 The address for service of notices as referred to in Clause 29.1 shall be as follows unless otherwise notified to the other Partner in writing:

29.3.1 if to the Council, addressed to the [];

Tel: []
Fax: []
E.Mail: []

and

29.3.2 if to the CCG, addressed to [];

Tel: []
Fax: []
E.Mail: []

30 VARIATION ⁶²

No variations to this Agreement will be valid unless they are recorded in writing and signed for and on behalf of each of the Partners.

31 CHANGE IN LAW

31.1 The Partners shall ascertain, observe, perform and comply with all relevant Laws, and shall do and execute or cause to be done and executed all acts required to be done under or by virtue of any Laws.

31.2 On the occurrence of any Change in Law, the Partners shall agree in good faith any amendment required to this Agreement as a result of the Change in Law subject to the Partners using all reasonable endeavours to mitigate the adverse effects of such Change in Law and taking all reasonable steps to minimise any increase in costs arising from such Change in Law.

⁶² The Partners may find it helpful to set out a procedure for agreeing to add a new scheme to the framework arrangement.

31.3 In the event of failure by the Partners to agree the relevant amendments to the Agreement (as appropriate), the Clause 23 (Dispute Resolution) shall apply.

32 WAIVER

No failure or delay by any Partner to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right to remedy.

33 SEVERANCE

If any provision of this Agreement, not being of a fundamental nature, shall be held to be illegal or unenforceable, the enforceability of the remainder of this Agreement shall not thereby be affected.

34 ASSIGNMENT AND SUB CONTRACTING

The Partners shall not sub contract, assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Partners, which shall not be unreasonably withheld or delayed. This shall not apply to any assignment to a statutory successor of all or part of a Partner's statutory functions.

35 EXCLUSION OF PARTNERSHIP AND AGENCY

35.1 Nothing in this Agreement shall create or be deemed to create a partnership under the Partnership Act 1890 or the Limited Partnership Act 1907, a joint venture or the relationship of employer and employee between the Partners or render either Partner directly liable to any third party for the debts, liabilities or obligations of the other.

35.2 Except as expressly provided otherwise in this Agreement or where the context or any statutory provision otherwise necessarily requires, neither Partner will have authority to, or hold itself out as having authority to:

35.2.1 act as an agent of the other;

35.2.2 make any representations or give any warranties to third parties on behalf of or in respect of the other; or

35.2.3 bind the other in any way.

36 THIRD PARTY RIGHTS

Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

37 ENTIRE AGREEMENT

37.1 The terms herein contained together with the contents of the Schedules constitute the complete agreement between the Partners with respect to the subject matter hereof and supersede all previous communications representations understandings and agreement and any representation promise or condition not incorporated herein shall not be binding on any Partner.

37.2 No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon any Partner unless in writing and signed by a duly authorised officer or representative of the parties.

38 COUNTERPARTS

This Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all Partners shall constitute a full original of this Agreement for all purposes.

39 GOVERNING LAW AND JURISDICTION

- 39.1 This Agreement 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 the laws of England and Wales.
- 39.2 Subject to Clause 23 (Dispute Resolution), the Partners irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arise out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this Agreement has been executed by the Partners on the date of this Agreement⁶³

THE CORPORATE SEAL of **THE**)
COUNCIL OF [])
was hereunto affixed in the presence of:)

Signed for on behalf of **CLINICAL
COMMISSIONING GROUP**

Authorised Signatory

⁶³ Partners to confirm execution blocks

SCHEDULE 1 – SCHEME SPECIFICATION

Part 1 – Template Services Schedule

TEMPLATE SERVICE SCHEDULE

Unless the context otherwise requires, the defined terms used in this Scheme Specification shall have the meanings set out in the Agreement.

1 OVERVIEW OF INDIVIDUAL SERVICE

Insert details including:

- (a) *Name of the Individual Scheme*
- (b) *Relevant context and background information*
- (c) *Whether there are Pooled Funds:*

The Host Partner for Pooled Fund X is [] and the Pooled Fund Manager, being an officer of the Host Partner is []

2 AIMS AND OUTCOMES

Insert agreed aims of the Individual Scheme

3 THE ARRANGEMENTS

Set out which of the following applies in relation to the Individual Scheme:

- (1) *Lead Commissioning;*
- (2) *Integrated Commissioning;*
- (3) *Joint (Aligned) Commissioning;*
- (4) *the establishment of one or more Pooled Funds and/or Non Pooled Funds as may be required.*

4 FUNCTIONS

Set out the Council's Functions and the CCG's Functions which are the subject of the Individual Scheme including where appropriate the delegation of such functions for the commissioning of the relevant service.

Consider whether there are any exclusions from the standard functions included (see definition of NHS Functions and Council Health Related Functions)

5 SERVICES

What Services are going to be provided within this Scheme. Are there contracts already in place? Are there any plans or agreed actions to change the Services? Who are the beneficiaries of the Services?⁶⁴

⁶⁴ This may be limited by service line –i.e. individuals with a diagnosis of dementia. There is also a significant issue around individuals who are the responsibility of the local authority but not the CCG and Vice versa See note [] above

6 COMMISSIONING, CONTRACTING, ACCESS

Commissioning Arrangements

Set out what arrangements will be in place in relation to Lead Commissioning/Joint (Aligned) commissioning. How will these arrangements work?

Contracting Arrangements

Insert the following information about the Individual Scheme:

- (a) relevant contracts
- (b) arrangements for contracting. Will terms be agreed by both partners or will the Lead Commissioner have authority to agree terms

*what contract management arrangements have been agreed?
What happens if the Agreement terminates? Can the partner terminate the Contract in full/part?
Can the Contract be assigned in full/part to the other Partner?*

Access

Set out details of the Service Users to whom the Individual Scheme relates. How will individuals be assessed as eligible.

7 FINANCIAL CONTRIBUTIONS

Financial Year 201..../201

	CCG contribution	Council Contribution
Non-Pooled Fund A		
Non-Pooled Fund B		
Non-Pooled Fund C		
Pooled Fund X		
Pooled Fund Y		

Financial Year 201..../201

	CCG contribution	Council Contribution
Non-Pooled Fund A		
Non-Pooled Fund B		
Non-Pooled Fund C		
Pooled Fund X		
Pooled Fund Y		

Financial resources in subsequent years to be determined in accordance with the Agreement

8 FINANCIAL GOVERNANCE ARRANGEMENTS

[(1) As in the Agreement with the following changes:

(2) Management of the Pooled Fund

Are any amendments required to the Agreement in relation to the management of Pooled Fund

Have the levels of contributions been agreed?

How will changes to the levels of contributions be implemented?

Have eligibility criteria been established?

What are the rules about access to the pooled budget?

Does the pooled fund manager require training?

Have the pooled fund managers delegated powers been determined?

Is there a protocol for disputes?

(3) Audit Arrangements

What Audit arrangements are needed?

Has an internal auditor been appointed?

Who will liaise with/manage the auditors?

Whose external audit regime will apply?

(4) Financial Management

Which financial systems will be used?

What monitoring arrangements are in place?

Who will produce monitoring reports?

Has the scale of contributions to the pool been agreed?

What is the frequency of monitoring reports?

What are the rules for managing overspends?

Do budget managers have delegated powers to overspend?

Will delegated powers allow underspends recurring or non-recurring, to be transferred between budgets?

How will overspends and underspends be treated at year end?

Will there be a facility to carry forward funds?

How will pay and non pay inflation be financed?

Will a contingency reserve be maintained, and if so by whom?

How will efficiency savings be managed?

How will revenue and capital investment be managed?

Who is responsible for means testing?

Who will own capital assets?

How will capital investments be financed?

What management costs can legitimately be charged to pool?

What re the arrangement for overheads?

What will happen to the existing capital programme?

What will happen on transfer where if resources exceed current liability (i.e. commitments exceed budget) immediate overspend secure?

Has the calculation methodology for recharges been defined?

What closure of accounts arrangement need to be applied?}65

9 VAT

⁶⁵

We note that some of the information overlaps with the information that is included in the main body of Agreement, however, we consider it is appropriate that this is considered for each Scheme in order to determine whether the overarching arrangements should apply.

Set out details of the treatment of VAT in respect of the Individual Service consider the following:

- Which partner's VAT regime will apply?
- Is one partner acting as 'agent' for another?
- Have partners confirmed the format of documentation, reporting and accounting to be used?

10 [GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP

Will there be a relevant Committee/Board/Group that reviews this Individual Scheme?

Who does that group report to?

Who will report to that Group?

Pending arrangements agreed in the Partnership Agreement, including the role of the Health & Wellbeing Board, Partners to confirm any bespoke management arrangements for the Individual Scheme

11 NON FINANCIAL RESOURCES

Council contribution

	Details	Charging arrangements ⁶⁶	Comments
Premises			
Assets and equipment			
Contracts			
Central support services			

CCG Contribution

	Details	Charging arrangements ⁶⁷	Comments
Premises			
Assets and equipment			
Contracts			
Central support services			

12 STAFF

Consider:

- Who will employ the staff in the partnership?
- Is a TUPE transfer secondment required?
- How will staff increments be managed?

⁶⁶ Are these to be provided free of charge or is there to a charge made to a relevant fund. Where there are aligned budgets any recharge will need to be allocated between the CCG Budget and the Council Budget on such a basis that there is no "mixing" of resources

⁶⁷ Are these to be provided free of charge or is there to a charge made to a relevant fund. Where there are aligned budgets any recharge will need to be allocated between the CCG Budget and the Council Budget on such a basis that there is no "mixing" of resources

- *Have pension arrangements been considered?*

Council staff to be made available to the arrangements

Please make it clear if these are staff that are transferring under TUPE to the CCG.

If the staff are being seconded to the CCG this should be made clear

CCG staff to be made available to the arrangements

Please make it clear if these are staff that are transferring under TUPE to the Council.

If the staff are being seconded to the Council this should be made clear.

13 ASSURANCE AND MONITORING

Set out the assurance framework in relation to the Individual Scheme. What are the arrangements for the management of performance? Will this be through the agreed performance measures in relation to the Individual Scheme.

In relation to the Better Care Fund you will need to include the relevant performance outcomes. Consider the following:

- *What is the overarching assurance framework in relation to the Individual Scheme?*
- *Has a risk management strategy been drawn up?*
- *Have performance measures been set up?*
- *Who will monitor performance?*
- *Have the form and frequency of monitoring information been agreed?*
- *Who will provide the monitoring information? Who will receive it?*

14 LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone Number	Email Address	Fax Number
Council					
CCG					

15 INTERNAL APPROVALS

- *Consider the levels of authority from the Council's Constitution and the CCG's standing orders, scheme of delegation and standing financial instructions in relation to the Individual Scheme;*
- *Consider the scope of authority of the Pool Manager and the Lead Officers*
- *Has an agreement been approved by cabinet bodies and signed?*

16 RISK AND BENEFIT SHARE ARRANGEMENTS

Has a risk management strategy been drawn up?

Set out arrangements, if any, for the sharing of risk and benefit in relation to the Individual Scheme.

17 REGULATORY REQUIREMENTS

Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?

18 INFORMATION SHARING AND COMMUNICATION

*What are the information/data sharing arrangements?
How will charges be managed (which should be referred to in Part 2 above)
What data systems will be used?*

*Consultation – staff, people supported by the Partners, unions, providers, public, other agency
Printed stationary*

19 DURATION AND EXIT STRATEGY

*What are the arrangements for the variation or termination of the Individual Scheme.
Can part/all of the Individual Scheme be terminated on notice by a party? Can part/all of the Individual Scheme be terminated as a result of breach by either Partner?
What is the duration of these arrangements?*

Set out what arrangements will apply upon termination of the Individual Service, including without limitation the following matters addressed in the main body of the Agreement

- (1) maintaining continuity of Services;*
- (2) allocation and/or disposal of any equipment relating to the Individual Scheme;*
- (3) responsibility for debts and on-going contracts;*
- (4) responsibility for the continuance of contract arrangements with Service Providers (subject to the agreement of any Partner to continue contributing to the costs of the contract arrangements);*
- (5) where appropriate, the responsibility for the sharing of the liabilities incurred by the Partners with the responsibility for commissioning the Services and/or the Host Partners.*

Consider also arrangements for dealing with premises, records, information sharing (and the connection with staffing provisions set out in the Agreement.

20 OTHER PROVISIONS

Consider, for example:

- Any variations to the provisions of the Agreement*
- Bespoke arrangements for the treatment of records*
- Safeguarding arrangements*

PART 2 – AGREED SCHEME SPECIFICATIONS

SCHEDULE 2 – GOVERNANCE⁶⁸

1 Partnership Board

1.1 The membership of the Partnership Board will be as follows:

1.1.1 CCG:

or a deputy to be notified to the other members in advance of any meeting;

1.1.2 the Council:

or a deputy to be notified in writing to Chair in advance of any meeting;

2 Role of Partnership Board

3 [The Partnership Board shall:

3.1.1 Provide strategic direction on the Individual Schemes

3.1.2 receive the financial and activity information;

3.1.3 review the operation of this Agreement and performance manage the Individual Services;

3.1.4 agree such variations to this Agreement from time to time as it thinks fit;

3.1.5 review and agree annually a risk assessment and a Performance Payment protocol;

3.1.6 review and agree annually revised Schedules as necessary;

3.1.7 request such protocols and guidance as it may consider necessary in order to enable teach Pooled Fund Manager to approve expenditure from a Pooled Fund;

3.1.8 [INSERT]]

4 Partnership Board Support

The Partnership Board will be supported by officers from the Partners from time to time.

5 Meetings

5.1 The Partnership Board will meet Quarterly at a time to be agreed within following receipt of each Quarterly report of the Pooled Fund Manager.

5.2 The quorum for meetings of the Partnership Board shall be a minimum of [one representative from each of the Partner organisations].

5.3 Decisions of the Partnership Board shall be made unanimously. Where unanimity is not reached then the item in question will in the first instance be referred to the next meeting of the Partnership Board. If no unanimity is reached on the second occasion it is discussed then the matter shall be dealt with in accordance with the dispute resolution procedure set out in the Agreement.

⁶⁸ This is only an initial example. Other options include a formal Regulation 10 Committee (suitable only where pooled fund with Lead commissioning and no non S75 matters) or a parallel committee structure if the local Authority has opted back to committee governance.

5.4 Where a Partner is not present and has not given prior written notification of its intended position on a matter to be discussed, then those present may not make or record commitments on behalf of that Partner in any way.

5.5 Minutes of all decisions shall be kept and copied to the Authorised Officers within [seven (7)] days of every meeting.

6 Delegated Authority

6.1 The Partnership Board is authorised within the limited of delegated authority for its members (which is received through their respective organisation's own financial scheme of delegation) to:

6.1.1 to authorise commitments which exceed or are reasonably likely to lead to exceeding the contributions of the Partners to the aggregate contributions of the Partners to any Pooled Fund; and

6.1.2 to authorise a Lead Commissioner to enter into any contract for services necessary for the provision of Services under an Individual Scheme

7 Information and Reports

Each Pooled Fund Manager shall supply to the Partnership Board on a Quarterly basis the financial and activity information as required under the Agreement.

8 Post-termination

The Partnership Board shall continue to operate in accordance with this Schedule following any termination of this Agreement but shall endeavour to ensure that the benefits of any contracts are received by the Partners in the same proportions as their respective contributions at that time.

SCHEDULE 3 – RISK SHARE AND OVERSPENDS⁶⁹

1 To the extent that the pay for performance element of the Better Care fund is not available to the Pooled fund the partners have agreed :-

[A proportion of this may be recouped by the non payment of the Performance payment of the providers under the services commissioned under this scheme]

virement from other funds established under this agreement to the extent that their budget can be reduced

an agreement with the Acute provider to contribute to the pooled fund the amount of x% of the additional sums paid to them as a result of the Better care Performance Payment⁷⁰

an additional contribution from [CCG/ Local Authority] of an amount required to meet the shortfall in the expected outcome.

2 The Partners agree that Overspends shall be apportioned in accordance with this Schedule 3.

Pooled Fund Management

3 *[INSERT PROCESS BY WHICH AN POTENTIAL OVERSPEND SHOULD BE IDENTIFIED, REPORTED AND ACTION TAKEN TO EITHER REMOVE RISK OR AGREE OVERSPEND]*

The Partners to consider whether this should be a general principle that any overspend will be determined by the Partnership Board in an equitable manner. Is there any principles behind how the overspend will be divided?

If the Partnership Board identifies a poor management by a Lead Commissioner as a contributing factor to an overspend will that impact on the division of the overspend?

What actions can the JAPB recommend/suggest? Some examples could include:

- agreeing an action plan to reduce expenditure;
- identifying underspends that can be vired from any other Fund maintained under this agreement or outside of this agreement
- asking for more money from the respective Partners; and
- if no more money is available agreeing a plan of action, which may include decommissioning all or any part of the Individual Service to which the Fund relates.

Overspend

4 The Partnership Board shall consider what action to take in respect of any actual or potential Overspends

5 The Partnership Board shall acting reasonably having taken into consideration all relevant factors including, where appropriate the Better Care Fund Plan and any agreed outcomes and any other

⁶⁹ The Partners will need to carefully consider how to deal with Overspends and whether this will be an Agreement wide arrangement or different for each Individual Scheme.

⁷⁰ In this case it would be sensible to include the acute provider as a party to the Agreement for these purposes

budgetary constraints agree appropriate action in relation to Overspends which may include the following:

- 5.1 whether there is any action that can be taken in order to contain expenditure;
- 5.2 whether there are any underspends that can be vired from any other fund maintained under this Agreement;
- 5.3 how any Overspend shall be apportioned between the Partners, such apportionment to be just and equitable taking into consideration all relevant factors.
- 6 The Partners agree to co-operate fully in order to establish an agreed position in relation to any Overspends.
- 7 Overspends which occur in relation to any Performance Payments shall subject to alternative provisions in the relevant Performance payment Arrangement, be apportioned between the Partners pro rata to the value of their respective Financial Contributions *[excluding Non-Recurrent Payments]* for the Financial Year in respect of which the Overspend occurs.
- 8 Where is an overspend in a Non Pooled Fund at the end of the Financial Year or at termination of the Agreement such overspend shall be met by the Partner whose financial contributions to the relevant Non Pooled Fund were intended to meet the expenditure to which the overspend relates save to the extent that such overspend is not the fault of the other Partner.
- 9 Subject to any continuing obligations under any Service Contract entered into by either Partner, either Partner may give notice to terminate a Service of Individual Scheme where the Scheme Specification provides and where the Service does not form part of the Better Care Fund Plan.

SCHEDULE 4– JOINT WORKING OBLIGATIONS

Part 1 – LEAD COMMISSIONER OBLIGATIONS⁷¹

Terminology used in this Schedule shall have the meaning attributed to it in the NHS Standard Form Contract save where this Agreement or the context requires otherwise.

- 1 *The Lead Commissioner shall notify the other Partners if it receives or serves:*
 - 1.1 *a Change in Control Notice;*
 - 1.2 *a Notice of a Event of Force Majeure;*
 - 1.3 *a Contract Query;*
 - 1.4 *Exception Reports*
and provide copies of the same.
- 2 *The Lead Commissioner shall provide the other Partners with copies of any and all:*
 - 2.1 *CQUIN Performance Reports;*
 - 2.2 *Monthly Activity Reports;*
 - 2.3 *Review Records; and*
 - 2.4 *Remedial Action Plans;*
 - 2.5 *JI Reports;*
 - 2.6 *Service Quality Performance Report;*
- 3 *The Lead Commissioner shall consult with the other Partners before attending:*
 - 3.1 *an Activity Management Meeting;*
 - 3.2 *Contract Management Meeting;*
 - 3.3 *Review Meeting;*

and, to the extent the Service Contract permits, raise issues reasonably requested by a Partner at those meetings.
- 4 *The Lead Commissioner shall not:*
 - 4.1 *permanently or temporarily withhold or retain monies pursuant to the Withholding and Retaining of Payment Provisions;*
 - 4.2 *vary any Provider Plans (excluding Remedial Action Plans);*
 - 4.3 *agree (or vary) the terms of a Joint Investigation or a Joint Action Plan;*
 - 4.4 *give any approvals under the Service Contract;*

⁷¹ These are illustrative only of the sorts of things that the Partners may want to have reported, agreed etc. It is based on the NHS Standard Contract so will need to be amended to reflect the fact that Councils are likely to commission some services on their own contracts. The Partners need to consider/amend these and consider whether there are other restrictions or requirements that need to be imposed. Also consider if consent would be needed from all Partners or just relevant Partners (e.g. dependant on the type of services affected)

- 4.5 *agree to or propose any variation to the Service Contract (including any Schedule or Appendices);*
 - 4.6 *suspend all or part of the Services;*
 - 4.7 *serve any notice to terminate the Service Contract (in whole or in part);*
 - 4.8 *serve any notice;*
 - 4.9 *agree (or vary) the terms of a Succession Plan;*
- without the prior approval of the other Partners (acting through the [JCB]) such approval not to be unreasonably withheld or delayed.*
- 5 *The Lead Commissioner shall advise the other Partners of any matter which has been referred for dispute and agree what (if any) matters will require the prior approval of one or more of the other Partners as part of that process.*
 - 6 *The Lead Commissioner shall notify the other Partners of the outcome of any Dispute that is agreed or determined by Dispute Resolution*
 - 7 *The Lead Commissioner shall share copies of any reports submitted by the Service Provider to the Lead Commissioner pursuant to the Service Contract (including audit reports)*
 - 8 *[INSERT]*

Part 2 – OBLIGATIONS OF THE OTHER PARTNER⁷²

Terminology used in this Schedule shall have the meaning attributed to it in the NHS Standard Form Contract save where this Agreement or the context requires otherwise.

- 1 *Each Partner shall (at its own cost) provide such cooperation, assistance and support to the Lead Commissioner (including the provision of data and other information) as is reasonably necessary to enable the Lead Commissioner to:*
 - 1.1 *resolve disputes pursuant to a Service Contract;*
 - 1.2 *comply with its obligations pursuant to a Service Contract and this Agreement;*
 - 1.3 *ensure continuity and a smooth transfer of any Services that have been suspended, expired or terminated pursuant to the terms of the relevant Service Contract;*
- 2 *No Partner shall unreasonably withhold or delay consent requested by the Lead Commissioner.*
- 3 *Each Partner (other than the Lead Commissioner) shall:*
 - 3.1 *comply with the requirements imposed on the Lead Commissioner pursuant to the relevant Service Contract in relation to any information disclosed to the other Partners;*
 - 3.2 *notify the Lead Commissioner of any matters that might prevent the Lead Commissioner from giving any of the warranties set out in a Services Contract or which might cause the Lead Commissioner to be in breach of warranty.*
- 4 *[INSERT]*

⁷² These are illustrative only of the sorts of things that the Partners may want to have reported, agreed etc. The Partners need to consider/amend these and consider whether there are other restrictions or requirements that need to be imposed. Also consider if consent would be needed from all Partners or just relevant Partners (e.g. dependant on the type of services affected)

SCHEDULE 5 – PERFORMANCE ARRANGMENTS

SCHEDULE 6 – BETTER CARE FUND PLAN

SCHEDULE 7 – POLICY FOR THE MANAGEMENT OF CONFLCITS OF INTEREST

SCHEDULE 8 – INFORMATION GOVERNANCE PROTOCOL

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Council Meeting

17 March 2015

Booklet 1

Written Questions

1.	<p>QUESTION SUBMITTED BY: Councillor Skinner</p> <p>TO BE ANSWERED BY: Councillor A Khan</p>
<p>TEXT OF QUESTION:</p> <p>“Can he please make a further written statement on the possibility of maintaining a 50 metre swimming pool in Coventry.</p> <p>The matter remains of great interest to residents throughout the City, and we need to keep them constantly informed”.</p>	

2.	<p>QUESTION SUBMITTED BY: Councillor Lepoidevin</p> <p>TO BE ANSWERED BY: Councillor Kershaw</p>
<p>TEXT OF QUESTION:</p> <p>“Can the Cabinet Member confirm that all schools are receiving the Pupil Premium for the pupils in their schools that are entitled to claim this funding?”</p>	

3.	<p>QUESTION SUBMITTED BY: Councillor Lepoidevin</p> <p>TO BE ANSWERED BY: Councillor Ruane</p>
<p>TEXT OF QUESTION:</p> <p>“Can the Cabinet Member confirm that all the additional 15 hour free nursery place provision that the government introduced for vulnerable families has now been taken up?”</p>	

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A of the Local Government Act 1972.

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