



CABINET

2 July 2015

A meeting of the CABINET will be held on Thursday, 9th July, 2015, 6.00 pm in Committee Room 1 Marmion House, Lichfield Street, Tamworth

A G E N D A

NON CONFIDENTIAL

1 Apologies for Absence

2 Minutes of the Previous Meeting (Pages 1 - 4)

3 Declarations of Interest

To receive any declarations of Members' interests (pecuniary and non-pecuniary) in any matters which are to be considered at this meeting.

When Members are declaring a pecuniary or non-pecuniary interest in respect of which they have dispensation, they should specify the nature of such interest. Members should leave the room if they have a pecuniary or non-pecuniary interest in respect of which they do not have a dispensation.

4 Question Time:

To answer questions from members of the public pursuant to Executive Procedure Rule No. 13

5 Matters Referred to the Cabinet in Accordance with the Overview and Scrutiny Procedure Rules

None

6 Locality Commissioning - Emotional Wellbeing services for children and young people in Tamworth (Pages 5 - 62)

(The Report of the Leader of the Council)

7 Planned Upgrade to Corporate Server Infrastructure (Pages 63 - 64)

(The Report of the Portfolio Holder for Operations and Assets)

8 Devolution, Decentralisation and Collaboration (Options for a Combined Authority) (Pages 65 - 70)

(The Report of the Chief Executive)

9 Compulsory Purchase Order for land and property on the Kerria regeneration site (Pages 71 - 92)

(The Report of the Portfolio Holder for Economy and Education)

10 Compulsory Purchase Order for land and property at the Tinkers Green regeneration site (Pages 93 - 112)

(The Report of the Portfolio Holder for Economy and Education)

11 Exclusion of the Press and Public

To consider excluding the Press and Public from the meeting by passing the following resolution:-

“That in accordance with the provisions of the Local Authorities (Executive Arrangements) (Meeting and Access to Information) (England) Regulations 2012, and Section 100A(4) of the Local Government Act 1972, the press and public be excluded from the meeting during the consideration of the following business on the grounds that it involves the likely disclosure of exempt information as defined in paragraph 3 of Part 1 of Schedule 12A to the Act and the public interest in withholding the information outweighs the public interest in disclosing the information to the public”

At the time this agenda is published no representations have been received that this part of the meeting should be open to the public.

12 Review of Council Owned Sheltered and Extra Care Housing (Pages 113 - 316)

(The Report of the Portfolio Holder for Housing and Waste Management)

13 Service Charges for Council Owned Stock (Pages 317 - 368)

(The Report of the Portfolio Holder for Housing and Waste Management)

Yours faithfully



Chief Executive

People who have a disability and who would like to attend the meeting should contact Democratic Services on 01827 709264 or e-mail committees@tamworth.gov.uk preferably 24 hours prior to the meeting. We can then endeavour to ensure that any particular requirements you may have are catered for.

To Councillors: D Cook, R Pritchard, S Claymore, S Doyle, and M Thurgood.

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**MINUTES OF A MEETING OF THE
CABINET
HELD ON 18th JUNE 2015**

PRESENT: Councillors D Cook (Chair), R Pritchard, S Claymore, S Doyle and M Thurgood

The following officers were present: Anthony E Goodwin (Chief Executive), John Wheatley (Executive Director Corporate Services), Andrew Barratt (Director - Assets and Environment), Stefan Garner (Director of Finance), John Day (Corporate Performance Officer), Roger Bennett (Operations Accountant - Finance) and Joanne Sands (Neighbourhood Services Manager)

1 APOLOGIES FOR ABSENCE

None

2 MINUTES OF THE PREVIOUS MEETING

The minutes of the meeting held on 23rd April 2015 were approved and signed as a correct record.

(Moved by Councillor R Pritchard and seconded by Councillor M Thurgood)

3 DECLARATIONS OF INTEREST

There were no Declarations of Interest.

4 QUESTION TIME:

None

**5 MATTERS REFERRED TO THE CABINET IN ACCORDANCE WITH THE
OVERVIEW AND SCRUTINY PROCEDURE RULES**

None

6 QUARTER FOUR 2014/15 PERFORMANCE REPORT

The Report of the Leader of the Council seeking to provide Cabinet with a performance health-check was considered.

RESOLVED: That Cabinet endorsed the contents of the report.

(Moved by Councillor D Cook seconded by Councillor R Pritchard)

7 WRITE OFFS

The Report of the Portfolio Holder for Operations and Assets to provide Members with details of write offs from 01 April 2014 to 31 March 2015 was considered.

RESOLVED: That Members endorse the amount of debt written off for the previous financial year

(Moved by Councillor R Pritchard and seconded by Councillor D Cook)

8 CAPITAL OUTTURN REPORT 2014/15

The Report of the Portfolio Holder for Operations and Assets to advise Members on the final outturn of the Authority's Capital Programme for 2014/15 (subject to audit confirmation) and to request formal approval to re-profile specific programme budgets into 2015/16 was considered.

RESOLVED: That Cabinet

1. endorsed the final outturn position of the 2014/15 capital programme; and
2. approved for each of the projects the re-profiling of the budget into the Authority's Capital Programme 2014/15

(Moved by Councillor R Pritchard and seconded by Councillor D Cook)

9 LOCAL COUNCIL TAX REDUCTION SCHEME 2016/17

The Report of the Portfolio Holder for Operations and Assets to allow Cabinet to consider any changes to the 2014 Local Council Tax Reduction Scheme and consultation questionnaire for the consultation process due to take place between July and September 2015 in relation to the 2016/17 Local Council Tax Reduction Scheme was considered.

RESOLVED: That Cabinet

1. endorsed the consultation questionnaire in relation to the 2016/17 scheme and agreed amendments to the consultation to be undertaken between July and September 2015;

2. considered the exclusion of child maintenance as income and endorsed this inclusion within the 2016/17 and future years' questionnaire and consultation process;
3. endorsed the ongoing alignment of applicable amounts with the Housing Benefit scheme from April 2016; and
4. agreed any other areas to be included in the 2015/16 on line questionnaire

(Moved by Councillor R Pritchard and seconded by Councillor D Cook)

10 DELIVERY OF CORPORATE PROPERTY REPAIRS, COMPLIANCE WORKS AND CAPITAL WORKS THROUGH SOLIHULL FRAMEWORK, AGREEMENT

The Report of the Portfolio Holder for Operations and Assets to set out for Cabinet the benefits of procuring corporate property repairs, compliance works and capital works through the Solihull Metropolitan Borough Council framework agreement was considered.

RESOLVED: That Cabinet

1. agreed to Tamworth Borough Council joining the Solihull Metropolitan Borough Council framework agreement for a period of 5 years for the delivery of repairs, compliance works and capital works in relation to its corporate and investment property portfolio;
2. that authority be granted to the Director of Assets and Environment to enter into a suitable contractual arrangement to facilitate delivery of this framework;
3. agreed to terminate compliance contract for corporate and investment properties and deliver through SMBC framework agreement; and
4. agreed that any savings generated on repairs and maintenance and the compliance works estimated to be in the region of £44k through the use of the framework are reinvested in the in the property portfolio

(Moved by Councillor R Pritchard and seconded by Councillor D Cook)

11 INSURANCE TENDER 2015

The Report of the Portfolio Holder for Operations and Assets to advise Cabinet that the Authority's insurance requirements will be tendered during 2015, to seek

endorsement of the contract brief and to request approval to delegate authority to the Director of Finance to award the contract was considered.

RESOLVED: That Cabinet

1. endorsed the contract brief for the for the procurement of Insurance contracts;
2. agreed to delegate authority to the Director of Finance to award the contracts to the successful insurers following any negotiation with the insurers to finalise the contracts;
3. endorsed the continual use of the current insurance Reserves for self-insurance liabilities;
4. agreed that Terrorism cover is not required; and
5. endorsed that part of any premium reductions achieved are utilised to establish funds, at an appropriate level, to cover the potential future impact on revenue budgets of increased excesses.

(Moved by Councillor R Pritchard and seconded by Councillor D Cook)

12 ASB, CRIME AND POLICING ACT 2014 IMPLEMENTATION

The Report of the Portfolio Holder for Communities and Public Health to review and agree the operating processes for the use of Community Protection Notices, Public Space Protection Orders and Community Trigger as defined in the ASB, Crime and Policing Act 2014 was considered.

RESOLVED: That Cabinet

1. approved the processes outlined to implement the legislation; and
2. endorsed the level of Fixed Penalty to be set at the maximum permissible within the legislation (currently £100 reduced to £85 for prompt payment).

(Moved by Councillor S Doyle and seconded by Councillor D Cook)

Leader

THURSDAY, 9 JULY 2015

REPORT OF THE LEADER OF THE COUNCIL**LOCALITY COMMISSIONING - EMOTIONAL WELLBEING SERVICES FOR CHILDREN AND YOUNG PEOPLE IN TAMWORTH****EXEMPT INFORMATION****PURPOSE**

To inform Cabinet of the outcome from the second 'Improving Wellbeing in Tamworth Commissioning' exercise and provide Cabinet with a financial statement on Council and partner funding for Locality Commissioning.

RECOMMENDATIONS

That Cabinet:

1. Notes the decision to award the contract, in line with the Council's financial guidance with details of successful tender provided in Appendix 3 to follow, and
2. Notes the current financial position with regard to Council and partner funding for Locality Commissioning

EXECUTIVE SUMMARYLocality Commissioning Cycle 2

The Commissioning Hub reviewed the outcomes from the first locality commissioning exercise and decided to commence a second round of commissioning to allocate the under-spend available from partner funding. The under-spend occurred as no awards were made in Lot 2. Only two bids were submitted in Lot 2, neither of which could demonstrate achievement of the required outcomes. This position was reported to Cabinet at its meeting on 12 March 2015. The Hub had identified emotional wellbeing for children and young people as a priority in the Prospectus but this important need remained a gap in provision as no services were secured in the first round of commissioning to address this priority. Both national and Tamworth locality data indicate that the numbers of children and young people experiencing emotional wellbeing/mental health difficulties is increasing. The demand for Tier 3 community Children and Adolescent Mental Health Services (CAMHS) is high and that a different approach is required to reduce the numbers of children and young people who need to access these types of services. It is also recognised that the current offer of Tier 2 provision across Tamworth could be significantly enhanced. Therefore the new service will achieve this. A copy of the specification is attached as Appendix 1

Following discussions with Tamworth High Schools and South Staffordshire College,

specialist commissioning officers drafted the specification. Additional funding contributions were promised from Tamworth Secondary Schools, SCC adult mental health service and Tamworth’s Community Safety Partnership. A co-production workshop was held with a significant number of potential providers prior to the issue of the tender to ensure that the requirements in the specification could be met by the market. The invitation to tender was issued by the Council on 18 May. Five tenders were received by the deadline of Friday 19 June. A multi-agency evaluation panel scored the tenders w/c 22 and 29 June. Details of the successful tender is provided in Appendix 3.

OPTIONS CONSIDERED

RESOURCE IMPLICATIONS

As Members are aware, money from the Council and partners for the Locality Commissioning Prospectus has been pooled and is held in one separate cost centre to ensure openness and transparency.

The table below sets out the current position:

	£	
Funding available for first Locality Commissioning exercise 2015/16 to 2016/17	555,000	
Funding allocated in year 1 15/16	-225,469	11 contracts awarded
Funding allocated in year 2 16/17	-231,403	11 contracts awarded with year 2 uplift
Total funding remaining	98,128	
Additional funding secured for emotional wellbeing tender 15/16	32,583	from Adult Mental Health Services at SCC, Tamworth Community Safety Partnership and Tamworth High Schools
Additional funding secured for emotional wellbeing tender 16/17	25,000	Tamworth Community Safety Partnership
Total funding available for emotional wellbeing	155,711	
Funding allocated year 1 15/16 to the tier 2 emotional wellbeing service for CYP	-46,667	7 months - September to March
Funding allocated year 2 16/17 to the tier 2 emotional wellbeing service for CYP	-80,000	full year
Funding not allocated and available to support new priorities identified following the EJSNA in 2016	29,044	

LEGAL/RISK IMPLICATIONS BACKGROUND

TBC is the accountable body for the Improving Wellbeing in Tamworth Commissioning exercise. In order to mitigate the risks associated with this, the contract to be issued by the Council is for 7 months (September 2015 to March 2016) with the option to extend for a second year subject to the funding from partners being secured. This brings the emotional wellbeing contract in line with the 11 contracts issued in the first commissioning exercise.

There is a significant risk to the locality commissioning exercise as a whole if the second year of funding is not provided by partner agencies despite initial assurances. The Council is protected from any financial risk by all contracts terminating in March 2016 with an option to extend for a second year. Officers will enter into dialogue with the funding partners this autumn to secure clarity on funding available for the second year. Any failure to take up the option of a second year will need to be managed closely and services sensitively de-commissioned to minimise disruption to services provided to some of our most vulnerable residents.

Partner representatives are involved in the performance management of all the contracts and agreed the performance indicators set out in each contract to ensure that partners can be confident that their required outcomes will be delivered. The Commissioning Hub will be responsible for the performance management of all the contracts let under this commissioning exercise and the Hub will provide regular updates to the TSP.

SUSTAINABILITY IMPLICATIONS

The Commissioning Hub will oversee the progress of the services secured through this commissioning exercise over the life of the contracts. Reports will be taken to the TSP at key decision points. If the option to extend the current contracts for the second year is taken up, these contracts finish on 31st March 2017.

Discussions in summer 2016 with funding partners will identify if there is an appetite to continue with pooling funds for a further round of locality commissioning from April 2017. Cabinet will be advised of the outcome of these discussions and approval sought for officers to manage the de-commissioning of these contracts and/or any further locality commissioning activity. Contractors will be advised of the outcome of these decisions; 3 months notice given, and appropriate support will be provided to the contractors to facilitate the termination of the contracts and in identifying any future commissioning opportunities.

BACKGROUND INFORMATION

Operating under the Council's financial regulations and the management of the Hub, Tamworth Borough Council advertised the Improving Wellbeing in Tamworth Commissioning Prospectus on 14 November 2014. The Commissioning Prospectus, with funding of £555,000 over 2 years, was divided into four Lots:

- Lot 1 Living well; interventions that promote healthy living
- Lot 2 Community empowerment; interventions that engage with and empower communities to take control
- Lot 3 Increasing aspiration; interventions that raise individual and

community aspirations to make positive changes
Lot 4 Early interventions for vulnerable groups

The decision to create four lots was to ensure that all funding partners within a pooled budget should secure the necessary outcomes for their key priorities.

The closing date for tenders was 23 January 2015. The Council received 47 tenders and the four multi-agency evaluation panels were held w/c 2 and w/c 9 February 2015. The results of the four evaluation panels were reported to the Commissioning Hub at its meeting on 26 February 2015 and Cabinet on 12 March 2015. The evaluation process was very challenging due to the large number and excellent quality of the proposals submitted by a wide range of organisations.

Awards were made in Lots 1, 3 and 4. Only two bids were submitted in Lot 2, neither of which could demonstrate achievement of the required outcomes. Following discussions with the successful bidders in Lots 1, 3 and 4 on the performance indicators required, contracts were signed in mid March. Services commenced 1 April 2015. In order to accommodate partner funding requirements, the length of the contracts are 1 year with an option to extend for a further 1 year.

To facilitate networking and to raise awareness between providers and between providers and commissioners, a Commissioned Services Information Event was held on 28 April 2015. This was very positively received. Details on the 11 successful providers and referral routes into the services commissioned by the Hub are provided in Appendix 2 of this report.

REPORT AUTHOR

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Head of Partnerships and Commissioning
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LIST OF BACKGROUND PAPERS

Scheme of Delegation, Report of the Leader of the Council, Locality Commissioning – Single Commissioning Process – published 18 November 2014.

Cabinet report – PUBLIC SECTOR COMMISSIONING PROGRESS REPORT - 11 December 2014

Cabinet report - Improving Wellbeing in Tamworth Commissioning Prospectus Outcome - 12 March 2015

APPENDICES

Appendix 1 – Tier 2 Emotional Wellbeing services for children and young people specification

Appendix 2 - 11 successful providers and referral routes into the services commissioned

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**INVITATION TO TENDER
FOR THE PROVISION OF
TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR
CHILDREN AND YOUNG PEOPLE**

TAMWORTH BOROUGH COUNCIL

TENDER REFERENCE NUMBER: 15/05

DATE OF ISSUE: 18 MAY 2015

**SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE
FOR CHILDREN AND YOUNG PEOPLE**

REFERENCE NUMBER: 15/05

INDEX

INSTRUCTIONS TO TENDERERS	3 – 8
SCHEDULE 1 – THE COUNCIL’S REQUIREMENTS	9 – 26
SCHEDULE 4 – DRAFT FORM OF CONTRACT	27 - 43
APPENDIX 1 – EVALUATION GUIDANCE	44 - 48
OTHER ASSOCIATED DOCUMENTS:	
SCHEDULE 2 – PRICE & RATES	
SCHEDULE 3 – FORM OF TENDER	
SCHEDULE 5 – SUITABILITY QUESTIONNAIRE	
SCHEDULE 6 – PROPOSAL SUBMISSION FORM	

**SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE
FOR CHILDREN AND YOUNG PEOPLE**

REFERENCE NUMBER: 15/05

INSTRUCTIONS TO TENDERERS

1. Introduction

- 1.1 This Invitation to Tender (ITT) for the provision of tier 2 Tamworth Emotional Wellbeing Service for Children and Young People has been issued by Tamworth Borough Council (the "Council"), on behalf of Tamworth Strategic Partnership, as a competitive procurement process conducted in accordance with the Open Procedure under the Public Contract Regulations 2015. The completed Questionnaire together with the response to the Invitation to Tender will form the formal application for the Contract referred to above. For the Questionnaire and response to the Invitation to Tender to be considered the completed Questionnaire and Tender response must be returned by the due date and time set out at the end of the Instructions for Tenderers. Failure to return the completed Suitability Questionnaire (Schedule 5) and Tender responses will result in disqualification from the evaluation process. Late Questionnaires and Tender responses will not be considered and will be automatically disqualified.
- 1.2 Tamworth Strategic Partnership will provide funding for the provision of this Service to the value of £46,667 in year one (1) and £80,000 in year two (2) subject to Council requirements, the continuing availability of funding, satisfactory delivery of the Services and the agreement of both Parties.

2. Purpose and Scope of the Contract

- 2.1 The Council wishes to enter into a contract ("the Contract") for the provision of tier 2 Tamworth Emotional Wellbeing Service for Children and Young People. The Council is seeking competitive Tenders ("Tenders") from suitably qualified tenderers (Tenderer) in response to this Invitation to Tender ("ITT") with a view to establishing a Contract with a single contractor (the 'Contractor') for the provision of the aforementioned Service ("Service").
- 2.2 The term of the Contract shall be fixed for a period of 7 months commencing 1st September 2015 ending 31st March 2016 with an option to extend for a further one (1) year subject to Council requirements, the continuing availability of funding, satisfactory delivery of the Services and the agreement of both Parties.
- 2.3 The Services to be undertaken are those outlined in Schedule 1 – Specification.
- 2.4 The Price for the provision of the Services shall be as set out in Schedule 2 – Price & Rates and this will form part of the Contract between the Parties.
- 2.5 The Form of Tender is attached for completion by the Tenderer at Schedule 3.
- 2.6 Any Contract resulting from this ITT shall conform to the Draft Form of Contract as set out in Schedule 4.
- 2.7 Mandatory requirements and suitability related information to be completed by the Tenderer is attached as a Questionnaire at Schedule 5.
- 2.8 The Proposal Form is attached for completion by the Tenderer at Schedule 6
- 2.9 Evaluation Guidance may be found at Appendix 1.

**SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE
FOR CHILDREN AND YOUNG PEOPLE**

REFERENCE NUMBER: 15/05

3. Conditions of Tender

- 3.1 Tenderers accept that by responding to this ITT and in the event their Tender is accepted, the Tenderer will enter into and execute a Contract in the form set out in this ITT document, and subject to the Terms and Conditions of Contract without amendment, deletion or addition. Terms and Conditions of Contract shall be as set out at Schedule 4 – the Draft Form of Contract.
- 3.2 Tenderers also accept that by responding to this ITT, they are accepting that the terms and conditions of the Tender and any subsequent Contract are in all circumstances fair and reasonable in all respects and the Contractor shall be bound by the Terms and Conditions of the Contract forthwith and with effect from the Commencement Date of the Contract.
- 3.3 The Council undertakes to consider all Tenders received in response to this ITT and in consideration the Tenderer agrees and accepts that any Tender submitted by the Tenderer shall remain open for acceptance for a period of ninety (90) days from the closing date for the receipt of Tenders, and shall not alter, amend, vary or withdraw without the prior written agreement of the Council.
- 3.4 The Council is not obliged or bound to accept the lowest or any Tender.
- 3.5 Tenders must include prices for all Services to be provided and any work to be undertaken in order to provide the Services as defined in the Specification. Alterations, variations or qualifications must not be made to the Specification by the Tenderer, unless signified as acceptable in the Tender documentation, without first obtaining the prior written consent of the Council. Where such alterations, variations or qualifications are permitted then, unless otherwise agreed in writing by the Council, the Tenderer must provide prices for both the original and the revised Specification.
- 3.6 The Tenderer warrants that in the event that its Tender is accepted by the Council and a Contract is established, it has, and shall continue for the valid term of the Contract to ensure that it will commit sufficient resources, materials, finances, adequately and appropriately trained and skilled employees as are necessary in order for the Contractor to provide the Services in accordance with the provisions and standards set out in the Specification and the Contract.
- 3.7 Tenderers should be aware that information supplied in any submission to the Council may be disclosed to third parties who make a request in writing under the Freedom of Information Act 2000. The FOIA requires the Council to confirm whether it holds the information requested by the third party and to provide copies of the information unless the information is wholly or partially exempt from disclosure. The statutory exemptions include information supplied in confidence or which is commercially sensitive. Whether the information is exempt is for the Council to decide but the Council shall not unreasonably disclose information. The Information Commissioner may be the ultimate decision-maker on whether information is exempt. Prospective Tenderers should make themselves aware of the implications of the FOIA. The Information Commissioner's website (<http://www.ico.gov.uk/>) provides further guidance on the FOIA.

4. Issue of Further Information

- 4.1 The Council expressly reserves the right to issue further instructions and clarifications and to alter and amend any of the documents comprised in this ITT up to the final date for receipt of tenders.
- 4.2 Should the Tenderer have any queries requiring clarification prior to the submission of their Tender in respect of any part of the Tender Documentation, they must submit a

**SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE
FOR CHILDREN AND YOUNG PEOPLE**

REFERENCE NUMBER: 15/05

written request via the correspondence facility on in-tend. Any such requests must be made in writing at least forty-eight (48) hours prior to the submission return time and date deadline. Queries and/or requests for clarification will NOT be answered after the 2 day deadline. Replies will be sent to all Tenderers as a Clarification Notice via in-tend, although the anonymity of the person raising the query will be maintained.

- 4.3 A Tenderer will be deemed for all purposes connected with the Tender and the Contract to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, volume and character of the Services associated with undertaking of the Services outlined in the specification. The extent of the resources, personnel and any equipment which may be required to fully provide the Services and any other matter which may affect its Tender shall be deemed to be understood by the Tenderer. The Tenderer shall have no claim whatsoever against the Council in respect of such matters and in particular (but without limitation) the Council shall not make any payments to the Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by the Council to the Contractor in respect of the Services by reason of the Specification being different to that envisaged by the Tenderer or otherwise.

5. Pricing

- 5.1 All Prices shall be exclusive of Value Added Tax but must include all charges, costs, disbursements and expenses (including, without limitation, all costs and charges for labour, parts, materials, travelling and other expenses, all relevant taxes, other than Value Added Tax, duties and other relevant and applicable sums).
- 5.2 Prices and Rates submitted shall be evaluated in conjunction with the Service Delivery Plan (Appendix A) as set out in the Evaluation Guidance (Appendix 1).

6. Information Required with Tender Submission

- 6.1 Where specified in the ITT document, Tenderers **MUST** provide their responses in the order and manner requested. It is not sufficient to merely state that the Tender is "compliant" with the requirement/service specification stated.
- 6.2 Tenderers **MUST** complete the Questionnaire at Schedule 5. Information provided shall be used to determine the suitability of the Tenderer to provide the Services. Further details are provided at Schedule 5.
- 6.3 Tenderers **MUST** supply details of how they will provide the Services and fulfil the requirements in the Specification at Schedule 1 by completing Schedule 6. Further information on the details to be provided and how this will be scored are provided in the Evaluation Guidance at Appendix 1.
- 6.4 The Tenderer **MUST** complete Schedule 2 – Price & Rates of this ITT document and the Form of Tender at Schedule 3 based upon the requirements in the Specification at Schedule 1. The Price & Rates shall form Schedule 2 to any subsequent Contract awarded. The prices submitted by the Tenderer shall be fixed for the term of the Contract.
- 6.5 Tenderers **MUST** indicate if any of the processes, Services or Work (or any parts thereof) are to be sub-contracted and state the sub-contractors that the Tenderer is proposing to use. The Council shall have the right to require that the Tenderer provides further commercial and technical details related to the sub-contractor(s) at the discretion of the Council, and the Tenderer shall be obliged to provide such details as may be requested.

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

7. Award Process

- 7.1 All Tenders will be verified to ensure that all of the details and information requested has been provided.
- 7.2 The evaluation process aims to identify the most economically advantageous Tender. The successful Contractor will be selected on this basis and the Contract awarded. As stated in paragraph 3.4 above, the Council is not obliged or bound to accept the lowest or any Tender.
- 7.3 The criteria to be used by the Council in the evaluation process will be those set out below which include:

ITEM	CRITERIA	WEIGHTING
1	Service Delivery Model	50%
2	Knowledge and Experience	20%
3	Quality and Management	25%
4	Social Value	5%

A more detailed breakdown of how Tenders will be scored may be viewed at Appendix 1, Evaluation Guidance.

- 7.4 Tenderers **MUST** provide sufficient written evidence to the Council in their Tender submission to fully demonstrate their skills and experience in relation to the above items in line with key deliverables identified in Schedule 1.
- 7.5 The Council reserves the right not to provide information acquired during or as a result of undertaking the evaluation process where, in the reasonable opinion of the Council (which shall be final) the provision of such information may compromise commercial confidentiality.
- 7.6 Indicative Timetable

18 th May 2015	ITT posted on in-tend e procurement system & Contracts Finder
19 th June 2015 at 14:00 hours	Tender submission deadline
w/c 22 June 2015 / w/c 29 June 2015	Evaluation of bids/Clarifications
w/c 6 th July 2015	Contract Award notices posted on in-tend
w/c 6 th July 2015	Meetings with successful Tenderer
w/c 13 th July 2015	Contract Signature(s)
1st September 2015	Service commencement

8. Disqualification of Tenders

- 8.1 The Council reserves the right to disqualify Tenders received where the Tender:
- a) does not comply with the Specification or any other conditions as stated in the ITT document; and/or

**SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE
FOR CHILDREN AND YOUNG PEOPLE**

REFERENCE NUMBER: 15/05

- b) does not include all documentation requested/required by the Council as stated in the ITT document; and/or
- c) requires or implies any variation to the terms and conditions of the Contract as set out in the ITT document; and/or
- d) includes prices which are stated in the Tenderer's Tender as being subject to variation or are uncertain, imprecise or not presented in the form prescribed in the ITT document; and/or
- e) is delivered late due to any reason whatsoever. It is the sole and absolute responsibility of the Tenderer to ensure that its Tender response is made electronically by the due date and time specified in the ITT document.

9. Commercial & Technical Contacts

- 9.1 Any correspondence of a commercial nature related to this Invitation to Tender (including Tender procedures, terms and conditions of contract, etc) must be directed through the correspondence facility on the in-tend website and be addressed to:

Mr David Onion
Corporate Procurement Officer
Tel: 01827 709371

Any e-mail correspondence relating to this invitation to tender must be directed through the in-tend website. The telephone number should only be used in relation to problems described at 10.5 below.

- 9.2 Any correspondence of a technical nature related to this Invitation to Tender (including Specification etc) must be directed through the correspondence facility on the in-tend website and be addressed to:

Mrs Karen Adderley
Head of Partnerships and Commissioning

10. Tender Returns

- 10.1 The Council must receive the Tenderer's fully priced Tender by the return time and date specified at 10.4 below.

LATE RETURNS WILL NOT BE ACCEPTED AND WILL BE AUTOMATICALLY DISQUALIFIED

- 10.2 Tenders **MUST** be submitted electronically using the 'Submit my Return' function on the in-tend website at <https://in-tendhost.co.uk/tamworthbc> in either PDF format or in a format which is compatible with Office 2003. Tenders submitted by any other means will not be considered, unless otherwise directed, and will be disqualified.
- 10.3 Electronic links to other websites, or similar, where completed Tender or associated documentation may be viewed or downloaded by the Council will not be accepted.
- 10.4 Tenders, together with any supporting documentation, **MUST** be received electronically at the in-tend portal by no later than:

14:00 HOURS ON FRIDAY 19 JUNE 2015

**SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE
FOR CHILDREN AND YOUNG PEOPLE**

REFERENCE NUMBER: 15/05

- 10.5 Late receipt of electronic documentation will result in the disqualification of the submission. Tenderers are advised, wherever possible, to submit their documents electronically well before the submission deadline as submissions attempted close to the deadline may experience delays and may result in some Tender documentation not being received and accepted. Any problems uploading submissions **MUST** be reported to and received by the Commercial Contact, listed at 9.1 above, before the submission deadline. Where Tenderers are unable to upload their submission and the report of the problem is received after the submission deadline, this will result in the disqualification of the submission. The Council accepts no liability of any kind for any submissions that are incorrectly or not delivered. It is the Tenderer's responsibility to ensure that their Tender documentation is submitted electronically before the closing date and time indicated at paragraph 10.4 above.

SCHEDULE 1. SPECIFICATION

1.0 Service Summary

1.1 Introduction and Context

Tamworth Strategic Partnership have identified that the Emotional Wellbeing and Mental Health of Children and Young People (CYP) is a key priority. Over the next 2 years, they would like to focus on improving outcomes for children and young people who are likely to be affected by emotional wellbeing and mental health issues, and would like to explore opportunities that offer early intervention and prevent the escalation of difficulties that may later require specialist intervention.

a) Presenting Need

Both national and Tamworth locality data would indicate that the numbers of children and young people experiencing emotional wellbeing/mental health difficulties is increasing.

Table 1: Indicates likely prevalence of CYP affected by Tier 1 to Tier 4 issues in the Tamworth Borough and prevalence data within specific High Schools.

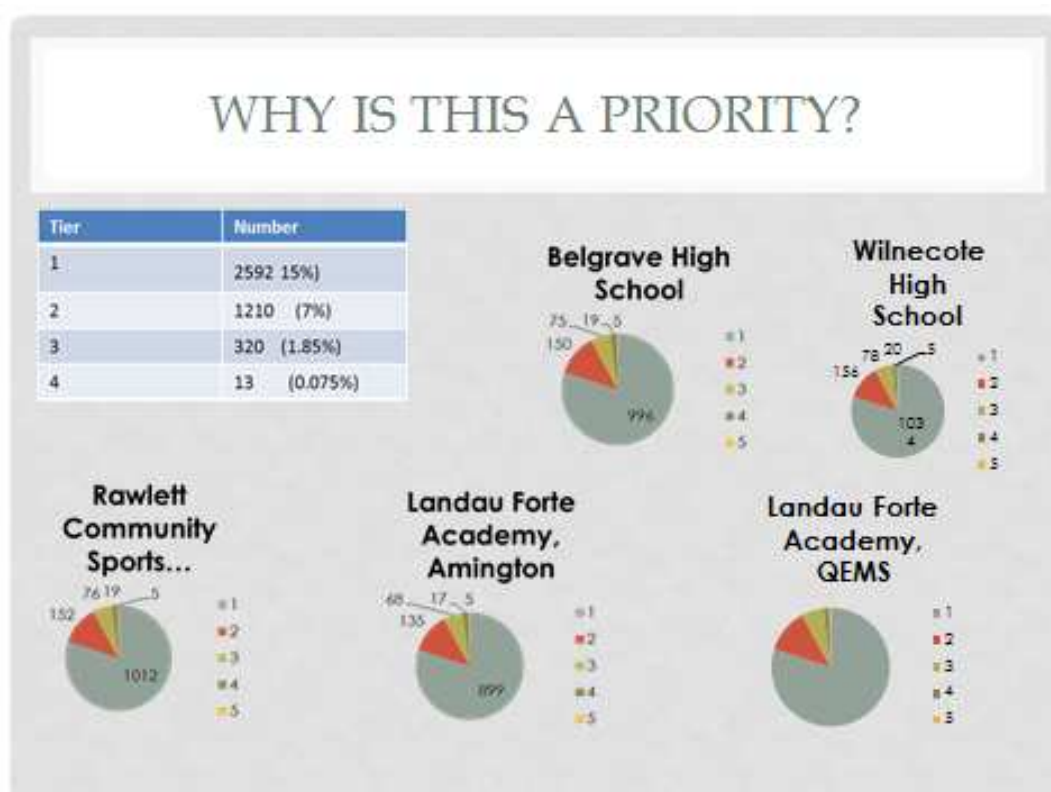


Table 2: Indicates number of referrals to Tier 3 Community CAMHS

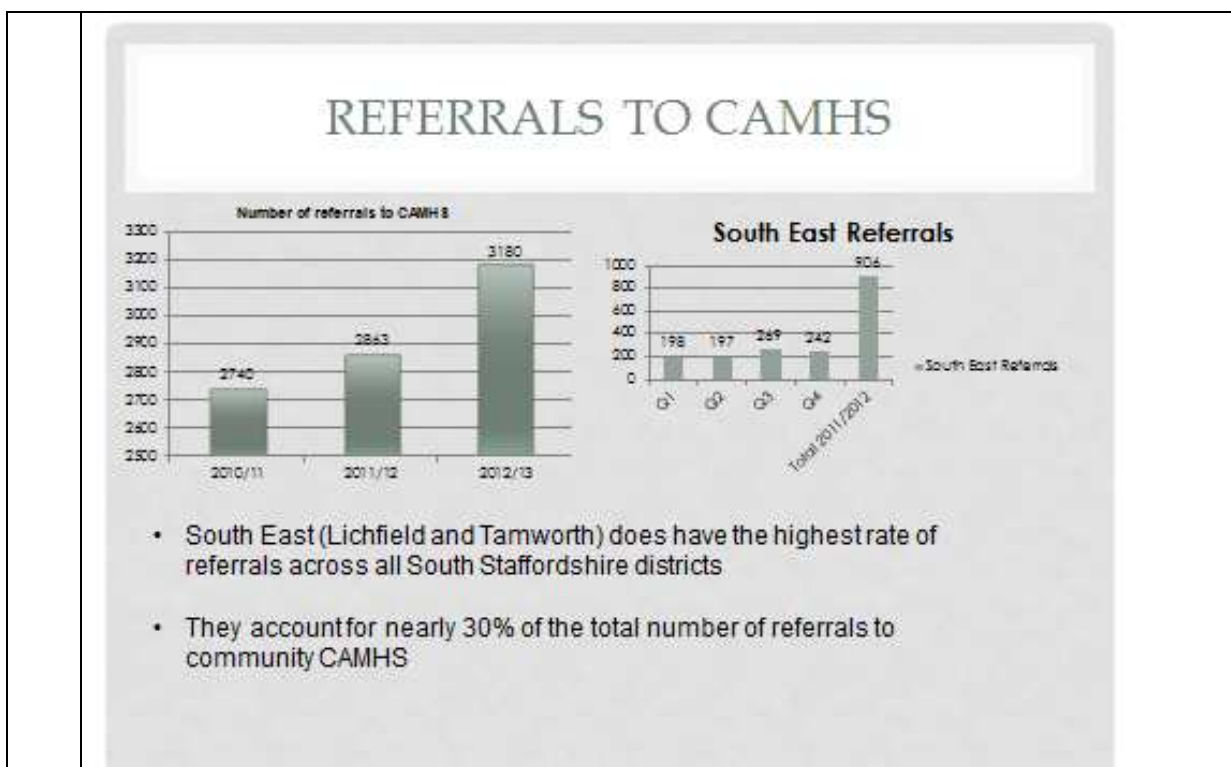
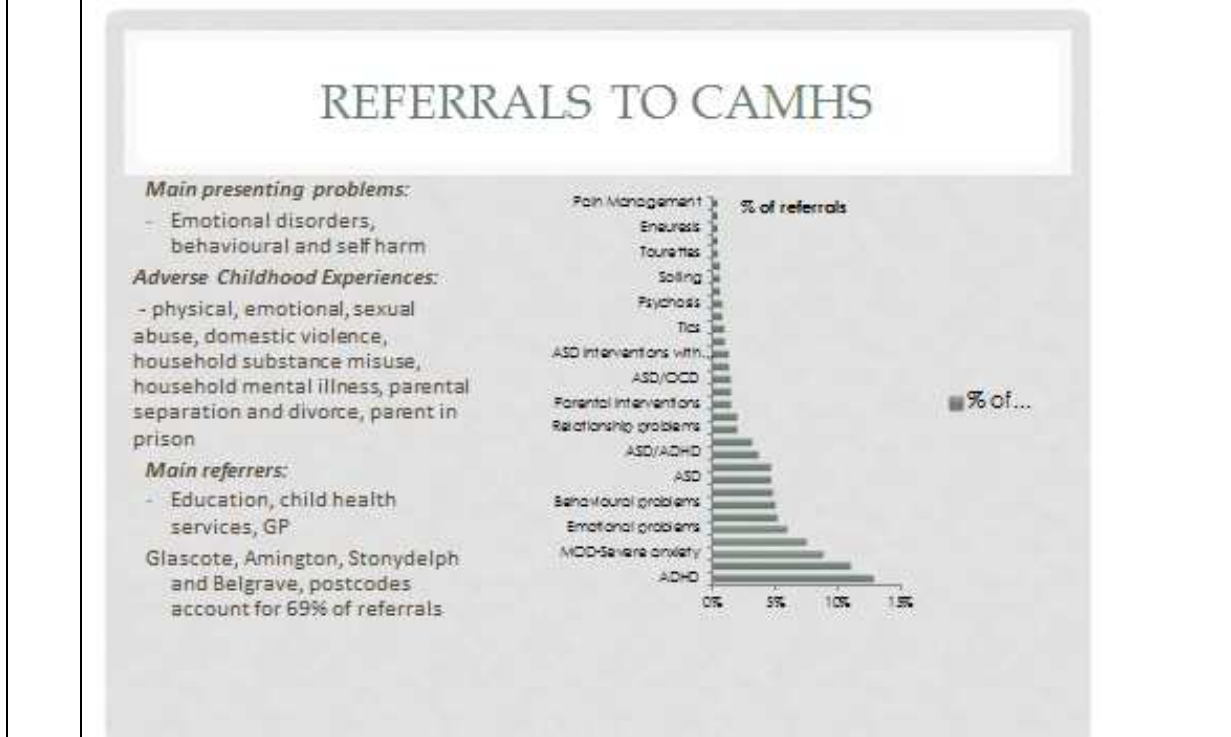


Table 3: Indicates reasons for access to Tier 3 Community CAMHS



The above information clearly highlights that the demand for Tier 3 community CAMHS is high and that a different approach is required to reduce the numbers of children and young people who need to access these types of services. It is also recognised that the current offer of Tier 2 provision across Tamworth could be significantly enhanced. Therefore it is proposed that this new service will achieve this.

1.2	Aims and Objectives of the Service
	<p>a) To provide a consultation, advice, training service to designated professionals* working with children and young people in Tamworth Borough</p> <p>b) To provide brief, therapeutic interventions to support children and young people experiencing Tier 2 (mild/moderate difficulties) with their emotional health and wellbeing.</p> <p>c) To reduce the need and numbers of children and young people requiring a specialist response from Tier 3 Community CAMHS</p> <p>d) To enhance the confidence, skills and capability of professionals to offer effective and practical support to children, young people and young adults</p> <p>e) To aid the transition of young people/young adults who are identified as vulnerable to emotional difficulties, from primary to high schools, and from high schools to colleges</p> <p>f) The Service is being commissioned to enhance and complement the existing offer of Tier 2 interventions locally</p> <p>g) To prioritise the following vulnerable groups for consultation, advice and training, and the offer of brief intervention:</p> <ul style="list-style-type: none">• Children, Young People and Young Adults who are likely to or who are experiencing difficulties with transition between school environments and also transition points in the Higher Education College setting.• Children and Young People who are not in education, training or employment• Children and Young People who are at risk of, or who are experiencing sexual exploitation• Children and Young People who are at risk of or who are actively self harming• Children and Young People who may sit between both Tier 2 and Tier 3 community emotional wellbeing/mental health services• Children and Young People who are identified in the BRFC Phase 2 Programme <p>*For this Contract, such professionals will be limited to school, college staff, Tamworth Policing Team and BRFC lead professionals</p>

1.3	Strategic and Operational Outcomes
	<p>The Service WILL contribute to a number of strategic outcomes that have been pre-defined both nationally and locally.</p> <p>These are:</p> <p>Health and Wellbeing Board Five Year Plan 2013-18: Living Well in Staffordshire.</p> <p><u>Vision:</u> Staffordshire will be a place where improved health and wellbeing is experienced by all. It will be a good place to live. People will be healthy, safe and prosperous and will have the opportunity to grow up, raise a family and grow old, as part of strong, safe and supportive communities.</p> <p><u>Specific aim (children):</u> Improving children's health and wellbeing from neonatal to 19 years.</p> <p>Staffordshire County Council's Strategic Plan 2013-2018. With a particular focus on the following:</p> <ul style="list-style-type: none">• Staffordshire's economy prospers and grows, together with the jobs, skills, qualifications and aspirations to support it;• Staffordshire is a place where people can easily and safely access everyday facilities and activities through the highways and transport networks;• In Staffordshire's communities vulnerable people are able to live independent and safe lives, supported where this is required;• Staffordshire's children and young people can get the best start in life and receive a good education so that they can make a positive contribution to their communities;• Staffordshire is a place where people live longer, healthier and fulfilling lives;• Staffordshire is a place where people can live safely - increasingly free from crime, the causes of crime and the fear of crime;• Staffordshire's communities can access, enjoy and benefit from a range of learning, recreational and cultural activities;• Staffordshire's people are involved in shaping their quality of life. <p>http://www.intra.staffordshire.gov.uk/ppp/planning/stratplan/Strategic-Plan-2013-18.aspx</p>

**Staffordshire Children & Young People's Commissioning
Strategy 2012-17:**

- **Safe: We will keep children and young people safe and support families to do so.**
 - Children and young people are protected and cared for.
 - Children and young people are safe and feel safe in their home environment, at school and in their community.
 - Families, parents and carers are supported when support is required.
 - Children and young people are safe from accidental injury and death

- **Achieve: We will raise aspirations, achievements and opportunities.**
 - Children and young people achieve their learning and development potential.
 - Children and young people have a positive view of themselves.
 - Young people develop into skilled, responsible and independent adults.
 - Children and young people have great aspirations for themselves.
 - Young people are able to move into employment.

- **Healthy: We will improve physical and mental health and promote healthy lifestyles.**
 - Children and young people are able to access the education and support they need to maintain and improve their health.
 - The impact of poverty on children and young people is reduced.
 - Health inequalities are reduced, particularly in respect of infant deaths and teenage pregnancies.
 - Children and young people who need more help are well-supported.

- **Enjoy: We will support children and young people to enjoy their lives, have a sense of wellbeing, have friendships, places to go and things to do.**
 - Children and young people enjoy their lives and have access to positive and affordable activities to thrive.
 - Children and young people are able to live in an economically secure environment and access the experiences that matter to them.
 - Children and young people have loving and caring relationships with family and friends.
 - Children and young people are listened to and able to influence the way that services and support are provided in their communities.

Staffordshire County Council Adult Mental Health Strategy

Key Priorities:

- We will ensure that people get the right response to their mental health needs 24 hours a day, 7 days a week

- We will reduce the stigma and discrimination associated with mental illness
- We will build on the strengths that exist in our communities so they can make a difference to the wellbeing of the people around them
- We will make sure that those people at the risk of developing a mental illness understand when and how to find the right support
- We will intervene early when there is a problem
- We will increase the number of people with lived experience of mental illness across our workforce and build networks of peer support
- We will drive innovation and maximise the use of technology and social media
- We will increase the number of people with a mental illness in paid work or volunteering
- We will ensure that people are supported to access accommodation
- We will ensure the emotional wellbeing of people is managed alongside their physical health problems
- We will ensure that the physical health needs of people with severe mental illness are met
- We will support and encourage people with a mental illness to move forward, set new goals and develop relationships that give their lives meaning
- We want to reduce the incidence of suicide.

<http://preview.staffordshire.gov.uk/health/care/CommissioningStrategies/Mental-Health-Strategy-Booklet-2014.pdf>

No Health without Mental Health (2011)

The Service shall be expected to contribute to the following outcomes as defined by the above all age strategy:

- More people will have good mental health
- More people with mental health problems will recover
- More people with mental health problems will have good physical health
- More people will have a positive experience of care and support
- Fewer people will suffer avoidable harm
- Fewer people will experience stigma and discrimination

Closing the Gap: Priorities for essential change in mental health (2014)

The Service shall give consideration to and will be guided by some of the 25 priorities as detailed within this document

	<p>Service Specific Outcomes</p> <p>Outcomes specific to the Service include:</p> <ul style="list-style-type: none">• An improved emotional health and wellbeing• An increased family and educational stability as a consequence of joint working• A reduction in lifelong distress as a result of emotional/mental ill health <p>Tamworth Strategic Partnership Outcomes</p> <p>1. To Aspire and Prosper in Tamworth</p> <p>To create and sustain a thriving local economy and make Tamworth a more aspirational and competitive place to do business.</p> <p>2. To be Healthier and Safer in Tamworth</p> <p>To create a safe environment in which local people reach their full potential and live longer, healthier lives.</p> <p>http://www.tamworth.gov.uk/sites/default/files/misc_docs/Annual-Review-Corporate-Plan-15to16.pdf</p>
1.4	Interdependence/Pathways with other Services/Providers
	<p>The Service will be expected to work in a holistic manner taking into account the whole needs of the child/young person/young adult. Therefore, positive and ongoing partnerships will need to be established with the following services/providers:</p> <ul style="list-style-type: none">• Families First – Safeguarding Services• Families First – Local Support Teams• South Staffordshire and Shropshire NHS Healthcare Foundation Trust• North Staffordshire Combined Healthcare NHS Trust• Community Paediatrics• Educational Psychology• Education Settings• Autism Services• School Nursing Teams• Community Nursing Team• Intensive Prevention Services• Sustain• Adult Mental Health• Crisis team.• Voluntary, Community and Universal Services• GP's

2.0	Service Principles
2.1	Overarching principles:
	<p>Promote children's wellbeing, enabling children to have a good childhood and ensure a solid foundation for their future wellbeing as adults.</p> <p>Ensure that the most vulnerable children and young people across Staffordshire are safe, healthy, achieve and enjoy.</p> <p>Maintaining choice and control even for the most vulnerable by working with them in their own locality to develop resilient children and young people who cope with adversity.</p>
2.2	Principles Underpinning the Service
	<p>Children and young people live in families and a family-centric approach is required in order to maximise the benefit of any intervention.</p> <p>The Service shall work in a way which recognises that:</p> <p>The Welfare and needs of children and young people are paramount.</p> <p>The Service will work with families and partner agencies to improve outcomes for children and young people.</p> <p>Service users will be treated fairly regardless of ethnicity, religion, gender, sexuality or disability and according to the Equalities Act (2010)</p> <p>Young people and their families are fully involved and engage in their own health care plans.</p> <p>Children, young people and their families and carers feel welcome in the Service</p> <p>Enhances social integration into community and universal provision</p> <p>Work closely with networks around the child, young person their families and other agencies</p> <p>Support staff to ensure they can deliver high quality care utilising a range of evidenced based practices.</p> <p>Deliver services in line with best clinical and professional practices</p> <p>Deliver a safe and high quality service for children, young people and their families and carers.</p>

	<p>Children and young people have a right to confidentiality</p> <p>The Service shall be non stigmatising, and pro-actively challenge stigma and discrimination associated with emotional/mental health.</p>
<p>2.3</p>	<p>Service Standards</p>
	<p>It is expected that where particular therapies are offered that the Contractor is aware of the guidance and service standards that must apply when carrying out this type of therapy. This may include (but is not limited to):</p> <ul style="list-style-type: none"> • Adherence to NICE (National Institute of Clinical Excellence) • Registration with HCPC (Healthcare Professionals Council) • The Contractor shall ensure all staff who provide the Services under the Contract shall have undertaken appropriate training and are qualified to deliver the interventions and therapies
<p>2.4</p>	<p>Service Model</p>
	<p>The partnership is seeking to commission a blended model of training, advice, consultation and brief interventions.</p> <p>1) <u>Training, Advice and Consultation</u></p> <p>This element of the service model must provide a “first port of call” for the following professionals only:</p> <ul style="list-style-type: none"> • High School Staff • College Staff • BRFC Lead Professionals • Tamworth Police <p>It is expected that this part of the Service will offer advice and guidance to these professionals, on a range of issues relating to the emotional wellbeing of the children, young people and young adults they are working with. The Service should be able to offer practical advice and solutions that professionals can undertake directly with children, young people and young adults, so as to avoid the need for any potential further intervention from higher tier and specialist services.</p> <p>It is expected that where a need for brief intervention may be required that this part of the Service will offer a triage, and/or recommendation for a referral to a particular brief intervention within the community.</p> <p>It is expected that this part of the Service can support referrals directly to CAMHS Tier 3 settings, when this is deemed appropriate.</p>

	<p>2) Brief Interventions</p> <p>This part of the Service is expected to deliver brief, therapeutic interventions to children and young people, who have been referred by the advice, consultation and training function above. Professionals (defined earlier) may also refer directly following advice from the advice and consultation function.</p> <p>It is expected that the Service can offer a range of therapies but must offer at least 1 therapy within the following categories:</p> <ul style="list-style-type: none">a) <u>Talking Therapies</u> - including (but not limited to), Cognitive Behavioural Therapy, Counselling, Psychotherapy, Group Therapyb) <u>Creative Therapies/Activities</u> – including (but not limited to), Art Therapy, Drama Therapy, Music Therapy, Animal Assisted Therapy, Outdoor Activities <p>Sessions must be time limited, and its expected that the average number of sessions offered to each child, young person, young adult will be six (6)</p> <p>The service model must include a process for tracking, and reporting on outputs and outcomes for each child and young person/young adult.</p> <p>The Contractor must ensure that:</p> <ul style="list-style-type: none">a) Staff involved in the model are appropriately qualified and skilled to deliver advice, consultation, training and brief therapeutic interventionb) Staff receive regular (minimum monthly) clinical and line management supervisionc) Staff have a current and satisfactory DBS certificated) The brief therapeutic intervention to be offered is evidence-based, and has previous success of achieving positive outcomes for children, young people and young adults <p>The Contractor will be expected to detail the full service delivery model within their submitted tender.</p>
2.5	Delivery Times
	<p>The Service will be operated flexibly in accordance with the needs and support plans of the child/young person or young adult. It is anticipated that principal delivery hours of the Service will be 9:00 to 5:00pm. Flexibility must be offered for those who wish to be seen after these hours; therefore some evening work may be required.</p> <p>The Contractor shall operate the service for 52 weeks per year, and will continue to work/offer support outside of the school term.</p>

**SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE
FOR CHILDREN AND YOUNG PEOPLE**

REFERENCE NUMBER: 15/05

2.6	Contract Area / Geographical Coverage
	<p>The Service will be expected to be offered to children, young people and young adults from Tamworth Borough.</p> <p>Where a child, young person or young adults home address is outside of Tamworth Borough, they will be accepted to the Service if:</p> <ul style="list-style-type: none">a) They attend a Tamworth Borough Schoolb) Are registered at a GP address in Tamworth Boroughc) Are living with a close family member in Tamworth Borough <p>The Contractor is expected to operate an Outreach Model of support working proactively within the community of Tamworth Borough. The Contractor(s) must have a lone working/home working/outreach policy that is submitted with their application.</p> <p>Where face to face sessions for consultation, advice, training or brief therapeutic intervention is required, these must take place in the Tamworth Borough (some therapeutic interventions may be provided locally outside the borough). Facilities are available within school settings supporting minimal disruption to children at school, Multi Agency Centres in schools and the two Children’s Centres, namely Glascote Centre and Leyfields Centre.</p> <p>When a child/young person/young adult moves out of Tamworth Borough and still requires support, the Service must facilitate this transition.</p>
2.7	Service Numbers
	<p>As a minimum the Contract would expect the following service outputs performance indicators/ per annum:</p> <ul style="list-style-type: none">a) 150 referrals for brief therapeutic intervention (individual)b) 10 group work sessions for specific identified issuesc) 75 consultation/advice sessions for professionalsd) 20 training sessions for professionals (minimum 1\2 day length) <p>Final performance indicators/service outputs will be provided to the successful Tenderer.</p>
2.8	Premises
	<p>As an outreach model is required for this Service – funding will not be allocated to building/premises costs</p>

2.9	Meetings
	<p>Staff within the Service may be asked, from time to time, to attend and share relevant information at a range of meetings, or send appropriate representation if they are unable to attend. These can include (but are not limited to):</p> <ul style="list-style-type: none"> • Core Group meetings; • Child/Adult Protection Conferences; • Team Around the Child (TAC/ Team Around the Family (TAF) meetings; • Local Support Team (LST) allocation meetings; • Multi Agency Risk Assessment Conference (MARAC) • CAMHS Team Meetings
3.0 Access & Referrals	
3.1	Eligibility criteria
	<p>Children, young people, young adults aged between 11-18 may be offered brief intervention if they are affected by the following (but not limited to):</p> <ul style="list-style-type: none"> • self-esteem/assertiveness; • anxiety and depression; • attachment and bonding; • bereavement/loss; • friendships/relationships; • parental separation; • bullying/trauma; • problem solving; • anger management; • fears and worries; • behaviour management; • eating difficulties, • self harming <p>Professionals (as defined earlier) may seek advice, guidance and training on any of the above issues. Service users (children, young people and young adults) eligible to access this Service will only be referred from those Professionals identified in 2.4.</p> <p>Children, young people and young adults residing or attending a school/college in Tamworth Borough.</p> <p>In addition, children aged 10 and 11 and young adults aged 15-18 will be limited to those that are only considered to be at risk of emotional difficulties as a result of transition to either high school/college. These pupils/students will be identified by school staff.</p>

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

3.2	In-eligibility criteria
	<p>Children aged 10 and 11 and young adults aged 15-18 who experience emotional difficulties but this is not as a result of transition to either high school/college.</p> <p>Children, young people and young adults who have emotional difficulties as a result of school exclusion.</p> <p>Children, young people and young adults who require a Tier 3 Intervention.</p>
3.3	Service Exclusions:
	<p>Universal Services Tier 4 Specialist Services Medical prescribing Services</p>
3.4	Initial Assessment & Appointment
	<p>All children, young people and young adults requiring brief intervention from this Service will be required to undertake an initial assessment that will inform planning, and goals to be achieved during therapy/intervention.</p> <p>Initial assessment must take place within 10 working days of the referrals being made.</p> <p>Confirmation and acknowledgement of the all referrals must be made to the referrer and service users no later than 3 working days of receipt of the referral.</p> <p>The Contractor will be required to communicate and feedback to the referrer at appropriate intervals and at the end of any therapy/intervention ensuring if appropriate an agreed plan and continuity of support for the service user.</p>
3.5	Care Plan
	<p>All children, young people and young adults receiving brief intervention must have a care plan, detailing goals and outcomes to be achieved during therapy/intervention</p>
3.6	Inappropriate Referrals
	<p>Inappropriate referrals to the brief intervention element of the Service must be recorded and reported in performance data.</p>

3.7	Did Not Attend (DNA) Policy
	<p>The Service must operate a DNA policy that will offer further appointments, and make efforts to re-engage the child/young person through telephone contact, letters, contact with referrers (if appropriate)</p> <p>Consistent failures to attend appointments or engage with the Service must be discussed with the school/referrer, and appropriate action sought to re-engage or plan an exit from the Service.</p> <p>Where there is child protection concerns related to non-attendance, the Service shall follow the Staffordshire County Council child protection route/guidelines.</p>
4.0 Exit/Transition Arrangements	
4.1	Exit/Transition Arrangements into Adult Services
	<p>The Contractor in consultation with the child/young person will ensure that there is a planned arrangement and programme in place for exit from brief interventions. This may include transition to Tier 3 intervention, or universal services and also communicated to referrer.</p>
5.0 Legislative Framework	
5.1	Health and Safety/Risk Assessment
	<p>The Contractor will be responsible for their own and others health and safety. They will be required to:</p> <ul style="list-style-type: none"> • Complete appropriate individual risk assessments and risk management plans for children and young people who may present with behaviours that compromise their own or others safety. • Comply with premises and community venues Health and Safety procedures. • Complete relevant accident and injury records where necessary. • Ensure a lone working policy where applicable is implemented to ensure the welfare of staff.
5.2	Safeguarding
	<p>The Contractor shall ensure that they abide by the policies and procedures developed and agreed by the Staffordshire Safeguarding Children Board (SSCB). They shall also work to the guidance provided in Working Together to Safeguard Children (2013), and abide by sections 10 and 11 of the Children Act 2004 and responsibilities under the Children Act 1989.</p>

	Any issues relating to child protection for open or referred cases within the Service will be reported and dealt with in line with the policies and procedures above.
5.3	Restrictions
	The Contractor, and all staff, agents and sub-contractors will be exempt from the Rehabilitation of Offenders Act 1974
6.0 Outcomes, Performance & Quality	
6.1	Outcomes
	<p>Outcomes for the Service are:</p> <ul style="list-style-type: none"> • Improved emotional/mental health and wellbeing • Increased family and educational stability as a consequence of joint working • A reduction in lifelong distress as a result of emotional/mental ill health <p>Individual outcome measures relating to the provision of brief intervention will be required to be measured and reported. As a minimum, children, young people and young adults must complete an individual outcome measure before, during and after brief intervention. There are various outcome measurement tools available, and this specification will not determine which tools should be used.</p> <p>The Contractor will detail which outcome measuring tools they will use for this Service, in their Tender.</p> <p>Outcomes/Outputs relating to the offer of advice, consultation and training will also be recorded and reported at regular intervals. In particular, the Service must be able to evidence:</p> <ul style="list-style-type: none"> • Children, young people and young adults who have not had to access therapy as a result of giving advice, consultation and training to professionals • Outcome of the consultation/advice <p><u>Social Value</u></p> <p>Social Value as defined in the Social Value Act 2012.</p> <p>The Contractor will be expected to contribute to social value where possible through the provision of this Service. Examples of social value may include the following:</p> <ul style="list-style-type: none"> • Providing additional opportunities for individuals or groups facing greater social or economic barriers.

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

	<ul style="list-style-type: none"> • Creating skills training and volunteering opportunities • Creating employment opportunities for the long term unemployed or NEET's • Offering work placements to young adults <p>Offering support, sharing knowledge and expertise about their discipline with local people, supporting/promoting community awareness of key issues, conducting consultations/capacity building</p>												
<p>6.2</p>	<p>Performance Reporting/Payment Schedule Year 1</p>												
	<p>The Contractor will be expected to provide performance reports indicating progress against the performance indicators, which will be reported to the Tamworth Strategic Partnership Board.</p> <p>The Contractor will also be expected to meet with the Council representative to discuss the performance report following its submission to evaluate performance, areas for improvement and that quality is being maintained.</p> <p>Performance reports will be required to be submitted to the Council representative as per the schedule below (performance reporting template to be provided to The Contractor upon award).</p> <p>Performance Reporting Schedule / Payment Schedule Year 1</p> <p>Invoices for each performance period MUST be submitted in a timely manner following the Performance Report due date as set out below.</p> <table border="1" data-bbox="384 1352 1155 1765"> <thead> <tr> <th>Payment Date</th> <th>Performance Report Due Date</th> <th>Performance Period</th> </tr> </thead> <tbody> <tr> <td>3rd December 2015</td> <td>16th November 2015</td> <td>1st September – 31st October 2015</td> </tr> <tr> <td>4th February 2016</td> <td>18th January 2016</td> <td>1st November – 31st December 2015</td> </tr> <tr> <td>28th April 2016</td> <td>11th April 2016</td> <td>1st January – 31st March 2016</td> </tr> </tbody> </table> <p>Year 2 to be agreed subject to Council requirements, the continuing availability of funding, satisfactory delivery of the Services and the agreement of both Parties.</p>	Payment Date	Performance Report Due Date	Performance Period	3 rd December 2015	16 th November 2015	1 st September – 31 st October 2015	4 th February 2016	18 th January 2016	1 st November – 31 st December 2015	28 th April 2016	11 th April 2016	1 st January – 31 st March 2016
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7.0	Information & Information Governance, Complaints, & Service User Involvement
7.1	Information and Consent to Share
	<p>Information Recording</p> <p>The Contractor will be required to record and maintain case records in accordance their policies. Appropriate recording/ICT systems to gather relevant data such as referral dates, attended appointments, case recordings and decisions must be in place.</p> <p>The Contractor will be expected to collate information relating to the referral/request for support including (but not limited to):</p> <ul style="list-style-type: none"> • Date of Referral/Request for Support • Reason for Referral/Request for Support • Postcode of Home Address/Name of agency requesting support • Age of child, young person, young adult <p>Such records will be kept for a period of 6 (six) years.</p> <p>Consent to Share Information</p> <p>The Contractor must understand that children and young people who receive support from them have the right to confidentiality, and the limits that apply when a child/young person’s discloses risk of harm to themselves or others.</p> <p>Permission must be sought from the child/young person and their parent/carer (where applicable) to share information where it is considered to be in their best interests. The Contractor will adhere to the Fraser Guidelines when assessing competency to consent.</p> <p>The Contractor will discuss confidentiality and consent to share with the child/ young person and/or parent/carer during the assessment process.</p>
7.2	Service User Involvement
	<p>The Contractor must engage with service users at regular intervals In the design, delivery and evaluation of the Service.</p> <p>Service user feedback must be reported at the performance meetings.</p>

**SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE
FOR CHILDREN AND YOUNG PEOPLE**

REFERENCE NUMBER: 15/05

7.3	Complaints
	<p>The Contractor shall commit to providing the best possible Service. All complaints will be investigated by the Contractor and action where necessary will include putting things right if something has gone wrong.</p> <p>All complaints must be reported on the performance reports.</p>

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

SCHEDULE 4. DRAFT FORM OF CONTRACT

THIS AGREEMENT is made the day of 2015

BETWEEN

(1) TAMWORTH BOROUGH COUNCIL whose address for service is Marmion House, Lichfield Street, Tamworth, Staffordshire, B79 7BZ ('the Council')

and

(2) **Insert Name and Address** (' the Contractor')

INTRODUCTION

- (A) The Council placed an Invitation To Tender (ITT) **Insert date** on the Council's In-tend website seeking applications for funding from potential Contractors for the provision of Services.
- (B) The Contractor submitted its application on **Insert date** in response to the Service Outline.
- (C) On the basis of the Contractor's application, the Locality Commissioning Hub selected the Contractor to enter an agreement to provide the proposed Service.
- (D) This Agreement sets out the award procedure for the commissioned Service and the obligations of the Contractor during and after the term of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings:-

Agreement Means the legally binding arrangement made between the Council and the Contractor;

Audit Means an examination of records and/or financial accounts relevant only to the provision of the Services under this Agreement to check their accuracy pursuant to Clause 8

Auditor Means the person or persons appointed by the Council to conduct the Audit;

Breach of Contract A material breach of the terms of this Agreement by either

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

	Party.
Commercially Sensitive Information	Means any Confidential Information comprised of information:- (a) which is provided in writing by the Contractor to the Council in confidence and designated as Commercially Sensitive Information; and/or (b) that constitutes a trade secret
Locality Commissioning Hub	The decision-making body that appraises and agrees services provided to the public
Confidential Information	Means:- (a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including (but not limited to) information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, know-how of either Party and all personal data and sensitive data within the meaning of the Data Protection Act; and (b) the Commercially Sensitive Information
Council	The Borough Council of Tamworth
Default	Any material breach of the obligations of either Party or any default, act, omission, negligence, or misstatement of either Party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and in respect of which such a Party is liable to the other.
Data Protection Act	Means the Data Protection Act 1998 (as amended) and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
Environmental Information Regulations	Means the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
FOIA	Means the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
Information	Has the meaning given under Section 84 of the Freedom of Information Act 2000

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

Intellectual Property Rights	Means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off
Law	Any statute, by law, regulation, order, regulatory policy, guidance or industry code, rule of code, or directives, or request of any regulatory body, delegated or subordinate legislation or notice of any regulatory body and case law provided, the manner in which they are provided or the costs of providing the Service to the service user
Parties	Shall mean the Council and the Contractor and 'Party' shall mean the Council or the Contractor as the context demands.
Payment	The payment of the Price made in accordance with Schedule 2.
Performance Review	Means a review of performance carried out pursuant to Clause 16
Price	Means Price for the First Year and/or Price for the Second Year depending on context.
Price for the First Year	The agreed funding for the first year as detailed in Schedule 2.
Price for the Second Year	The agreed funding for the first year as detailed in Schedule 2.
Contractor	Any body or agency providing the Service under the terms and conditions of the Agreement described. Contractor also means any staff employed or agencies acting on behalf of that body.
Requests for Information	Means a request for information or an apparent request under the FOIA or the Environmental Information Regulations
Service(s)	The Service(s) to be provided by the Contractor as described in Schedule 1.
Service Outline	An outline of the Service(s) which the Council will commission to include aims and objectives of the Service and outcomes
Service Specification	The description of the Service(s) to be provided under the Agreement and attached as the Specification Schedule 1.
Term	The period starting on 1 April 2015 and expiring on the 31 of March 2016 with an option to extend for a further one (1) year period
Termination	The ending of this Agreement by reason of expiry of the Term,

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

operation of Law or Breach of Contract whichever is the earlier.

Third Sector The third sector includes a very diverse range of voluntary & Community sector organisations

TSP Tamworth Strategic Partnership

TUPE The Transfer of Undertakings (Protection of Employment) Regulations introduced in 1981 and amended by: -

- The Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 1995 (SI 1995/2587)
- The Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 1999 (SI 1999/1925)
- Pensions Act 2004, especially sections 257 and 258
- The Transfer of Employment (Pensions Protection) Regulations 2005 (SI 2005/649).
- Or any Act amending, replacing, renewing or supplementing the same.

Variation An alteration to the terms of the Agreement

Working Days Means any day other than a Saturday, Sunday or public holiday in England and Wales

2 STATEMENT OF INTENT

- 2.1 The Parties agree to work together in an open and transparent manner to ensure the shared and agreed objectives as defined in the Service Specification which forms part of this Agreement.

3 PURPOSE OF THE AGREEMENT

- 3.1 This Agreement governs the relationship between the Parties in respect of the provision of the Services by the Contractor to the Council and the Payment to the Contractor in consideration for those Services.

- 3.2 The purpose of this Agreement is to document the arrangements which have been agreed between the Parties for:

(a) The provision of the Services by the Contractor in accordance with the terms of this Agreement including associated Schedules

(b) The making of Payments to the Contractor by the Council in consideration of the provision of the Services

4 COMMENCEMENT DATE AND DURATION OF THE AGREEMENT

- 4.1 This Agreement shall take effect on the **Insert date** and shall expire automatically on the **Insert date** but with an option to extend for a further one (1) year period upon satisfactory service delivery and performance, availability of funding and the agreement of all Parties. Such intention to extend the Agreement shall be given in writing by the Council to the Contractor at least one (1) month prior to the Agreement expiry date. Following any exercise of such option to extend, this Agreement shall be deemed to be extended on the same terms and conditions herein.

5. PAYMENT AND SERVICES

- 5.1 In consideration for the Payment the Contractor shall provide the Services during the Term in accordance with the Service Specification and standards expected of a competent service Contractor providing similar services to those provided under this Agreement.
- 5.2 The Council shall make the Payment to the Contractor in accordance with Schedule 2 and on provision of the Services as per paragraph 5.1.
- 5.3 When providing the Services the Contractor shall comply with its obligations under statute as are applicable to the provision of the Services.
- 5.4 In consideration of the execution of any Services or provision of any Goods by a Sub-contractor or agent of the Contractor conducted in performance of this Contract, payment shall be due to the Sub-contractor or agent thirty (30) days from the date of receipt of correct invoice documentation by the Contractor.

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

6. FINANCIAL PROVISIONS

- 6.1 The Council shall make payments to the Contractor, subject to the Contractor providing the Services in accordance with this Agreement and upon receipt of performance reports as set out in Schedule 1 and Schedule 2.
- 6.2 If the agreed performance report is not submitted in accordance with Schedule 1 without good reason, payment will be withheld until the Council receives the data, and is satisfied that the Services in Schedule 1 and 2 have been provided.

7. V.A.T.

- 7.1 All sums payable under this Agreement unless otherwise stated are exclusive of VAT, where applicable, and other duties or taxes where appropriate.

8. RECORDS AND EXAMINATION

- 8.1 The Contractor shall keep and maintain until six (6) years after Termination (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Agreement including the Services provided under it and the amounts paid hereunder.
- 8.2 If reasonably required the Council may carry out an examination of the Services on giving not less than 20 working days notice and the Contractor shall afford the Council and/or any examiner appointed by it such access to such records and accounts as may be reasonably required.
- 8.3 The Council shall use its reasonable endeavours to ensure that the conduct of each examination does not unreasonably disrupt the Contractor or delay the provision of the Services.
- 8.4 Subject to the Contractor's rights of confidentiality obligations under the Data Protection Act and any other relevant Law and any binding obligations of confidentiality or otherwise to third parties, the Contractor shall upon reasonable request provide the examiner in relation to each examination:
- 8.4.1 all information reasonably required by the examiner in relation to the provision of the Services and the Contractor's obligations under this Agreement; and
- 8.4.2 access to staff if reasonably required.

9. DATA PROTECTION, CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 9.1 The Parties shall comply with their obligations under the Data Protection Act 1998 or any Act amending, replacing, renewing, and supplementing the same.
- 9.2 The Parties shall use their reasonable endeavours to ensure that Confidential Information is only used for the purposes of this Agreement and shall not be disclosed to anyone else except as permitted by this Agreement.

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

9.3 Nothing in Clause 9.2 shall prevent the Council disclosing any Confidential Information obtained from the Contractor:-

9.3.1 for the purpose of the examination and certification of the Council's accounts relating to the Agreement;

9.3.2 for the purpose of any examination of the economy, efficiency and effectiveness with which the Council has used its resources in any statutorily required audit relating only to the Services;

9.3.3 to any consultant, contractor or other person engaged by the Council for the purposes only of giving effect to the terms of this Agreement.

provided that, in disclosing information under sub-paragraph 9.3.3, the Council discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

9.4 The Parties recognise that they are subject to the requirements of the FOIA and the Environmental Information Regulations:-

9.4.1 Subject to Clause 9.8 the Contractor recognises that the Council's duties of confidentiality are subject to the FOIA and the Environmental Information Regulations. The Council shall not provide any Confidential Information to a third party under the FOIA or the Environmental Information Regulations unless, prior to any such disclosure, the Council is satisfied that no suitable exemption applies under the FOIA or the Environmental Information Regulations and that it has informed the Contractor of the request for such information and given the Contractor the opportunity to object to and make representations about what material should be disclosed and what is lawfully required to be disclosed. But this shall not prevent or delay the Council from lawfully complying with it unless the Contractor has made a valid objection which would prevent disclosure under the terms of the FOIA or the Environmental Information Regulations.

9.4.2 Subject to Clause 9.8 the Council recognises that the Contractor's duties of confidentiality are subject to the FOIA and the Environmental Information Regulations. The Contractor shall not provide any Confidential Information to a third party under the FOIA or the Environmental Information Regulations unless, prior to any such disclosure, the Contractor is satisfied that no suitable exemption applies under the FOIA or the Environmental Information Regulations and that it has informed the Council of the request for such information and given the Council the opportunity to object to and make representations about what material should be disclosed and what is lawfully required to be disclosed. But this shall not prevent or delay the Contractor from lawfully complying with it unless the Council has made a valid objection which would prevent disclosure under the terms of the FOIA or the Environmental Information Regulations.

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

9.5 The Parties acknowledge that they are subject to the requirements of the FOIA and the Environmental Information Regulations and shall where possible and reasonable assist and co-operate with each other to enable them to comply with their obligations under the FOIA and the Environmental Information Regulations.

9.6 The Parties agree that:-

9.6.1 Subject to the Council's obligations under Clauses 9.4 and 9.7 the Contractor shall if reasonably required to do so:-

- a) transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
- b) provide the Council with a copy of all Information relevant to the Request for Information in its possession within five (5) Working Days (or such other period as the Council may reasonably specify) of the Council's request; and
- c) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

The provisions of this clause shall survive termination of this Agreement.

9.6.2 Subject to the Contractor's obligations under Clauses 9.4 and 9.7 the Council shall if reasonably required to do so:-

- a) transfer to the Contractor all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
- b) provide the Contractor with a copy of all Information relevant to the Request for Information in its possession within five (5) Working Days (or such other period as the Contractor may reasonably specify) of the Contractor's request; and
- c) provide all necessary assistance as reasonably requested by the Contractor to enable the Contractor to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

The provisions of this clause shall survive termination of this Agreement.

9.7 Clause 9.6 shall only apply after the Party concerned has given consideration as to whether a suitable exemption applies under the FOIA or the Environmental Information Regulations which would result in either Party not being under any obligation to provide the Information.

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

9.8 If a dispute or disagreement arises between the Parties in connection with Clauses 9.4, 9.5, 9.6 and 9.7 then the dispute or disagreement shall be referred for expert determination as governed by this Clause 9.8. Any matter to be referred for expert determination under this Clause 9.8 shall be dealt with as follows:

- a) the matter shall be referred to the Information Commissioner's Office (the "ICO");
- b) the Parties shall provide the ICO with all reasonable assistance for the purpose of determining the matter in question; and
- c) in making a determination the ICO shall act as experts and not as arbitrators and their decision shall, in the absence of manifest error, be conclusive final and binding on the Parties.

10. LIABILITY

10.1 Neither party excludes or limits liability to the other for

- a) death or personal injury as a result of its negligence.
- b) fraud or fraudulent misrepresentation by it or its Staff;
- c) or breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982

10.2 The Parties liability for breach of confidentiality or infringement of Intellectual Property Rights shall be limited to the level of their insurance cover.

10.3 The liability of the Contractor for direct loss of, or damage to, the tangible property of the Council shall be limited to five million pounds per claim unless otherwise stated.

10.4 The Contractor shall indemnify and keep indemnified the Council in full from and against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor. This Clause shall not apply to the extent that the Contractor is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or Default, or the negligence or Default of its Staff or by any circumstances within its or their control.

11. INSURANCE

11.1 The Contractor shall effect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the Contractor under this Agreement including death or personal injury, or loss of or damage to property.

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

- 11.2 The Contractor shall effect and maintain the following insurances for the duration of the Agreement in relation to the performance of the Agreement:-
- 11.2.1 Public liability insurance minimum level of indemnity of £5 million (any one claim) to cover all risks in the performance of this Agreement;
 - 11.2.2 Employers' liability insurance with a minimum limit of £10 million indemnity as required by Law from time to time; and
 - 11.2.3 Professional indemnity insurance with a minimum limit of indemnity of £2,000,000 for each individual claim or such higher limit as the Council may reasonably require (and as required by Law) from time to time.
 - 11.2.4 Any excess or deductibles under such insurance shall be the sole and exclusive responsibility of the Contractor.
- 11.3 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities arising under the Agreement.
- 11.4 The Contractor shall produce to the Council, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies and for any subcontractor/agent used by the Contractor. The Contractor shall also furnish the Council with updated certificates on the renewal anniversary of any policies examined by the Council
- 11.5 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the Agreement then the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor or may terminate this Agreement upon written notice with immediate effect.

12. TERMINATION

- 12.1 This Agreement shall automatically expire at midnight on 31 March 2016 subject to the Parties exercising an option to extend for a further one (1) year period as determined under paragraph 4.1.
- 12.2 The TSP shall assess availability of funding for a further one (1) year period and review the effectiveness of Service outcomes and the Contractor's performance for the period leading up to the expiry date and this will determine whether further funding shall be released for the subsequent period of the Agreement. Where funding is withheld the Council shall, without prejudice to any other rights it has to termination under clause 12, give notice to the Contractor that the Agreement is terminated which shall be with immediate effect.
- 12.2 Termination on Financial Standing

The Council may terminate the Agreement by serving notice on the Contractor in writing with effect from the date specified in such notice where

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

(in the reasonable opinion of the Council), there is a material detrimental change in the Contractor's finances which prevents the Contractor from supplying Services under this Agreement and there is no prospect of the Contractor being able to change its financial position within 6 months.

12.3 Termination on insolvency

The Council may terminate the Agreement with immediate effect by giving notice in writing where the Contractor is a company and in respect of the Contractor:-

- a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or
- d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- f) it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
- g) being a "small company" within the meaning of Section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986

12.4 Termination on Breach

Either Party may terminate this Agreement where the other Party fails to observe any obligation under this Agreement and such failure is not remedied within 30 days of the other Party being given notice in writing of the breach.

- 12.5** Without prejudice to the Council's other rights under the Agreement, the Council shall have the right to terminate the Agreement for any reason, at any time on giving not less than thirty (30) days notice in writing to the Contractor. In the event of such notice the Contractor shall cease all work in connection with the Services and, subject to the other provisions of this clause, the Contractor shall be entitled to recover from the Council, by way of full and final satisfaction of all claims, all monies accrued due prior to such

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

termination, plus all reasonable costs actually and necessarily incurred by the Contractor directly and exclusively as the result of such early termination.

13. DISPUTE RESOLUTION

13.1 If any dispute arises between the Parties in relation to this Agreement which can not be resolved by the Council's Authorised Officer and the Contractor's Authorised Officer shown in Schedule 2, except in relation to Clause 9.8:

13.1.1 Either Party may request the other to participate in a meeting between the Head of Partnerships & Commissioning and the Contractor Manager in order to discuss the dispute and to agree a strategy to resolve it, in which case the Parties shall liaise in good faith to meet within ten (10) Working Days and also exchange statements at least three (3) clear Working Days prior to the date of the meeting (setting out their respective views of the issues, which are in dispute);

13.1.2 If despite following the procedures set at/in sub-clause 13.1.1 the dispute remains unresolved, the dispute shall be referred to an Executive Director of the Council and the Chair of the Contractor (or a senior manager designated by them) without delay, in which case the Parties will seek to meet and resolve the dispute within a further period of fifteen (15) Working Days and shall each provide the other (if appropriate) with further statements setting out their views of the outstanding issues in order to assist resolution within that time period.

13.1.3 If, notwithstanding any steps taken by the Parties under clause 13.1.1 -13.2, the dispute between them fails to be resolved within fifteen (15) Working Days, then at the request of either Party, the dispute shall be referred to an independent and professional mediator to be nominated without delay by agreement between the Parties. If, despite the intervention of a mediator or if unable to decide on a mediator the Parties fail to resolve their dispute within fifteen (15) Working Days, then either Party may serve Notice on the other to require the dispute to be referred to a single arbitrator in accordance with the Arbitration Act 1996.

14. PUBLICITY

14.1 Unless otherwise directed by the Council, the Contractor shall not make any press announcements or publicise the detail of this Agreement in any way without first informing the Council.

14.2 The Council shall be entitled to publicise this Agreement (in accordance with any legal obligation upon the Council), including any examination of this Agreement by the Auditor or otherwise.

14.3 The Contractor shall not do anything illegal or immoral which may damage the reputation of the Council or bring the Council into disrepute.

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

14.4 The Contractor must give acknowledgement of the Council's funding of the Services at every reasonable opportunity, e.g. press reports, promotional literature etc published by or on behalf of the Contractor and in accordance with 14.1 above. To that end the Council consents to the Contractor using its logos and name in order to comply with this Clause.

15. TUPE

15.1 At any time during the last nine months of the Agreement the Contractor shall (where appropriate and relevant) provide to the Council within 20 Working Days of a written request such information as the Council may reasonably require to enable it to comply with its obligations under TUPE.

15.2 The Contractor need not provide such information to the extent that doing so would breach:

- (a) any duty of confidentiality owed by it; or
- (b) any statutory obligation the Contractor has, including its obligations under the Data Protection Act 1998;

15.3 If TUPE applies on termination of this contract then:

the Contractor shall indemnify the Council against any liability the Council may have in respect of any claim or allegation made by any employee of the Contractor after the termination date in respect of any act or omission of the Contractor.

15.4 In clause 15.3 "employee of the Contractor" means an individual in the employment of the Contractor on or before the termination date.

16. PERFORMANCE REVIEW

16.1 The purpose of a Performance Review shall be to ascertain whether the Contractor is complying with the terms of this Agreement (and in particular the Service Specification, service delivery plan and key performance indicators) to identify any failings and agree how and when any such failings are to be rectified; and to identify any ways in which the Services can be improved for the benefit of Service Users.

16.2 Subject always to Clauses 12.2 12.4 and 16.1 the Council will carry out a Performance Review on a quarterly basis during the Term of the Agreement. The Contractor shall complete and submit a progress report to the Council. Guidance detailing the information required in the reports is attached at Schedule 1. The reports will be reviewed to ascertain whether the Services are being provided effectively and in conformance with the specification. Where the Services are not being provided effectively and in conformance with the specification the Council's Authorised Officer and the Contractor's Authorised Officer shall meet within ten (10) days to resolve the problem. Should the Council's Authorised Officer and the Contractor's Authorised Officer be unable to resolve the problem the Dispute Resolution process described at Clause 13 shall be followed.

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

17. PROPER LAW & JURISDICTION

17.1 This Agreement shall be governed and construed according to English law in every particular including formation and interpretation and shall be deemed to have been made in England

18. WARRANTY

18.1 Each of the Parties signatories warrants the delegated power to enter into this Agreement and has obtained all necessary approvals to do so.

18.2 As at the commencement date, all information, statements and representations contained in the Application for the Services by the Contractor are true, accurate and not misleading save as may have been specifically disclosed in writing to the Council prior to the execution of this Agreement and it will promptly advise the Council of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;

18.3 No proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;

19. RECEIPT

19.1 The receipt of money by either of the Parties shall not prevent either of them from questioning the correctness of any statement in respect of such money.

20. FORCE MAJEURE

20.1 Except for payment of money due, any delay or failure in performance of the Agreement by either Party shall, subject to the provisions of sub-clause 26.2 herein, be excused and shall not give rise to any claim for compensation or damage, by the other party if, and to the extent caused by an occurrence beyond the reasonable estimation or control of the Party affected, including, but not limited to, acts of God, Decree of Government, fire, flood, labour disputes (other than labour disputes, strikes or lock outs involving the Contractor's own work force and/or Personnel employed by the Contractor which shall not be deemed to be a force majeure), explosion, riot, war or rebellion and sabotage.

20.2 If either Party is affected by an occurrence referred to in the above sub clause it shall give notice thereof without delay, in writing, to the other party of the nature and extent of the circumstances and the date and anticipated duration of the suspension.

20.3 The Party serving notice pursuant to Clause 20.2 shall notify the other in writing as soon as the performance of its obligations is no longer affected by force majeure and the Parties shall resume the performance of their respective obligations each to the other with effect from the date so notified.

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

21. INTELLECTUAL PROPERTY RIGHTS

- 21.1 All intellectual property in all documents including patents, design rights, drawings, transparencies, prints, photographs, negatives, working notes and books, created or supplied by the Council shall remain the property of the Council, and the originals and all copies of them shall be delivered to the Council on Termination and the Contractor and its personnel shall, upon request, certify that none have been retained.
- 21.2 All intellectual property in all documents including patents, design rights, drawings, transparencies, prints, photographs, negatives, working notes and books, created or supplied by the Contractor shall remain the property of the Contractor, and if used by the Council (which shall only be with the prior permission of the Contractor) then the originals and all copies of them shall be delivered to the Contractor on Termination and the Council and its personnel shall, upon request, certify that none have been retained.
- 21.3 All Intellectual Property Rights vested in the Contractor in data and information, including (but not limited to) data and information which are not prepared or developed by the Contractor in connection with the Agreement, but which are used by the Contractor in connection with the Agreement, shall remain vested in the Contractor and the Council shall have no rights whatsoever in respect of such data.
- 21.4 The provisions of this clause shall survive termination of this Agreement.

22. ASSIGNMENT OR SUB-CONTRACTING

- 22.1 The Contractor shall not assign or sub-contract any of its rights or duties under this Agreement without the prior written consent of the Council but such consent shall not be unreasonably withheld or delayed.

23. DIVERSITY & EQUALITY

- 23.1 The Parties shall not unlawfully discriminate within the meanings and provisions of the Equality Act 2010 and Human Rights Act 1998 or any Act of Parliament or Statutory modification or re-enactment thereof relating to discrimination in employment.
- 23.2 The Parties shall take all reasonable steps to secure the observance of the provision of clause 23.1 above, by all servants, employees or agents of the Parties and all Sub-Contractor's employed in the execution of the Agreement.

24. THIRD PARTY RIGHTS

- 24.1 A person who is not a party to this Agreement shall have no right pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

25. SEVERANCE

- 25.1 If any provision of this Agreement is declared by any judicial or competent authority to be void, voidable, illegal or otherwise unenforceable (or

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

indications to that effect are received by either of the Parties from any competent authority) the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality.

26. WHOLE AGREEMENT

- 26.1 This Agreement and accompanying Schedules constitutes the entire Agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
- 26.2 Each of the Parties shall give notice to the other of the change of any address, email or telephone number at the earliest possible opportunity but in any event within 48 hours of such change or acquisition.
- 26.3 Any notification under this Agreement shall be well and sufficiently served on the Party concerned if transmitted by e-mail, facsimile or sent by registered post or by recorded delivery post to the address stated in the Agreement or Purchase Order. For the avoidance of doubt, a notice sent by e-mail or facsimile shall be deemed served at the time of transmission. A notice sent by post shall be deemed served one (1) day after posting.

27. STATUTORY REQUIREMENTS

- 27.1 The Contractor shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Agreement.

28. SAFEGUARDING & DISCLOSURE REQUIREMENTS

- 28.1 The Contractor warrants that during the term of this Agreement it shall ensure that:
- a. it has an up to date organisational safeguarding children and adult's policy and procedures which reflect and adhere to the Staffordshire Safeguarding Children Board and Staffordshire Safeguarding Adult Board policies;
 - b. organisational safeguarding policies and procedures give clear guidance on how to recognise and refer child/adult safeguarding concerns and ensure that all staff have access to the guidance and know how to use it;
 - c. staff and volunteers undertake safeguarding training appropriate to their role and level of responsibility; and,
 - d. it carries out and manages **appropriate** Disclosure and Barring Service checks on eligible individuals whom it engages to provide the Service.

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

AGREEMENT SIGNATURES

Signed for and on behalf of the Contractor by its authorised signatory:

Signature:

Name: (print)

Position:

Date:

Witnessed by

Signature:

Name: (print)

Position:

Date:

The COMMON SEAL of TAMWORTH BOROUGH COUNCIL was hereunto affixed in the presence of

Authorised Signatory

Solicitor to the Council

APPENDIX 1 – EVALUATION GUIDANCE

TENDER EVALUATION PROCESS/SCORING MATRIX

We will score the application based on the following matrix

Reference section	Criteria	Range of marks	Weighting	Indicative scoring
	Service Delivery Model		50%	
Q1A	A detailed proposal that sets out how the proposal will meet the aims, objectives and outcomes of the Service.	5 4 3 2 1 0	15%	5- a robust proposal that will fully meet and significantly exceeds the requirements of the specification with a strong likelihood of fully achieving appropriate outcomes 4- a good proposal that will fully meet all of the requirements of the specification with a likelihood of achieving appropriate outcomes 3- a proposal that mostly meets the requirements of the specification & achieving appropriate outcomes with no significant weakness, issues or omissions 2-a proposal that meets the minimum acceptable standard of requirements of the specification however contains some key weakness, issues omissions or lack of detail and or clarity 1-the proposal partially meets the requirements but contains material weaknesses, issues or omissions and/or is inconsistent 0-the proposal does not meet the requirements and/or is unacceptable
Q1B	Proposed Service Delivery Model. (Including Staffing Model)	5 4 3 2 1 0	20%	5- A clearly defined service delivery model that will fully meet and significantly exceeds the requirements in the specification 4 – A good service delivery model that will fully meet the requirements in the specification 3- A service delivery model that will meet the requirements in the specification with some weaknesses/omissions that may impact on success 2 – A service delivery model with significant weaknesses/omissions

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

				<p>which are likely to impact on success</p> <p>1- limited evidence to demonstrate a successful service delivery model</p> <p>0- No clearly defined service delivery model</p>
Q1C SCHEDULE 2	Service Delivery Plan (Appendix A) and Schedule 2 – Price and Rates	<p>5</p> <p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>	15%	<p>5- A clearly defined service delivery plan that in conjunction with the costs will fully meet and exceed the requirements in the specification</p> <p>4 – A good service delivery plan that in conjunction with the costs will fully meet the requirements in the specification</p> <p>3- A service delivery plan that in conjunction with the costs will meet the requirements in the specification with some weaknesses/omissions that may impact on success</p> <p>2 – A service delivery plan that in conjunction with the costs with significant weaknesses/omissions which are likely to impact on success</p> <p>1- limited evidence to demonstrate a successful service delivery plan</p> <p>0- No clearly defined service delivery plan</p>
	Knowledge and Experience		20%	
Page 55	How your organisations experience & knowledge contributes to the proposed services	<p>5</p> <p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>	20%	<p>5- Extensive experience and knowledge and demonstrates how it will successfully contribute to the proposed services</p> <p>4- Good experience and knowledge and demonstrates how it will successfully contribute to the proposed services</p> <p>3- Some relevant experience and knowledge and demonstrates how it will successfully contribute to the proposed services</p> <p>2- Limited experience and knowledge but demonstrates how it will successfully contribute to the proposed services</p> <p>1- Good experience and knowledge but limited demonstration of how this will contribute to the proposed services</p> <p>0- Limited or No experience and knowledge with little demonstration of how this will contribute to the proposed services</p>
	Quality and Management		25%	
Q3/Q4/Q5/Q6	The organisations management and approach to deliver the Services	<p>5</p> <p>4</p> <p>3</p> <p>2</p>	15%	<p>5- Evidence of full management capability and an approach that addresses all requirements</p> <p>4- Evidence of strong management capability and an approach that addresses all requirements with some minor weaknesses/omissions.</p>

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

		1 0		<p>3- Evidence of management capability and an approach that addresses all requirements with weaknesses/omissions that may impact on delivery.</p> <p>2- Evidence of management capability and an approach that addresses some requirements with weaknesses/omissions that may impact on delivery</p> <p>1- Evidence of management capability and an approach that addresses some requirements with weaknesses/omissions that may have a significant impact on delivery</p> <p>0- No or limited evidence of management capability.</p>
Q7	Your organisation’s understanding of the risks inherent in the service delivery (Appendix B)	5 4 3 2 1 0	5%	<p>5- Evidence of a full understanding of the risks with appropriate mitigation</p> <p>4- Evidence of strong understanding with appropriate mitigation but with some minor omissions/weaknesses</p> <p>3- Evidence of some understanding of the risks and appropriate mitigation to the minimum acceptable level</p> <p>2-Basic evidence of understanding risk and mitigation</p> <p>1- Little evidence of understanding the risks</p> <p>0- No evidence of understanding the risks</p>
Q8	What equality issues would you envisage in relation to the delivery of this Service and how would you propose to address them?	5 4 3 2 1 0	5%	<p>5- Evidence of full awareness of potential/relevant equality issues and appropriate actions to address these in the delivery of the Service</p> <p>4- Evidence of strong awareness of potential/relevant equality issues and appropriate actions to address these in the delivery of the Service with some minor limitations.</p> <p>3- Evidence of some awareness of potential/relevant equality issues and appropriate actions to address these in the delivery of the Service however some significant gaps remain</p> <p>2- Evidence of a basic awareness of potential/relevant equality issues</p> <p>1- Little evidence of any awareness of potential/relevant equality issues</p> <p>0- No evidence of any awareness of potential/relevant equality issues</p>

Page 56

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE

REFERENCE NUMBER: 15/05

	Social Value		5%	
Q9	<ul style="list-style-type: none"> Contribution to social value (Social, Economic & Environmental) your organisation brings to the wider community and environment in Tamworth (not restricted to but examples could include): Providing additional opportunities for individuals or groups facing greater social or economic barriers. Creating skills training and volunteering opportunities Creating employment opportunities for the long term unemployed or NEET's Offering work placements to young adults Offering support, sharing knowledge and expertise about their discipline with local people, supporting/promoting community awareness of key 	5 4 3 2 1 0	5%	5-Evidence of strong social value and Impact 4- Evidence of good social value and Impact 3- Evidence of some social value and Impact 2- Limited evidence of social value and Impact 1-Little evidence of social value and Impact 0- No evidence of social value and Impact

Page 57

Criteria Questions

The table above details the criteria that your application will be scored against along with how it will be assessed and the assigned weightings.

Criteria will be marked on a scale of 0 to 5. The table below sets out how these marks are allocated. Scoring shall be calculated as follows:

Score Awarded for Criteria x Weighting

Maximum Score Available for Criteria

SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR CHILDREN AND YOUNG PEOPLE
REFERENCE NUMBER: 15/05

The successful Tenderer will be chosen based upon the highest overall scores identified through the Criteria Questions.

Please Note: Minimum Total Score MUST equate to at least 60% for funding to be considered.

Other Information

The Council reserves the right not to provide information acquired during or as a result of undertaking the evaluation process where, in the reasonable opinion of the Council (which shall be final) the provision of such information may compromise commercial confidentiality.

Improving Wellbeing in Tamworth Commissioning Prospectus Awards – Year 1

Lot 1

Organisation	Project	Outcomes Purchased	Referral Routes:
Communities Together CIC	Cooking healthy with a budget	192 Participants will take part in a 6 week Cooking Healthy Within a budget Course. 12 public pop up Healthy Cooking Demonstrations to community groups and at Community Events across Tamworth and sign up 1,000 people to a healthier eating pledge as well as being offered the opportunity to complete a financial well-being assessment and access individual money management support through CAB Advisors who will be on hand at the pop up demonstrations.	Steve Hodgetts - 07921 003 519 The Office - 01827 59646 Email - sh.communitytogethercic@gmail.com
Staffordshire Care Farming	WELLIES Grow it cook it eat it	2 x 8 week (One day per week) Grow It -Cook It -Eat It Projects. This programme will include cooking and growing activities and give participants the skills to cook and grow food at home. It will also encourage exercise through gardening and countryside walks. Client group involves BRF, Families First, Community Mental Health Team referrals.	Referral rote is by email or telephone: Julie@ growingruralenterprise.co.uk 07971 666474 Participants need to like being outdoors and wear clothing they don't mind getting dirty. It is on a farm and sometimes uneven underfoot.
Tamworth Borough Council	Active Tamworth	Community Health Champions - to signpost members of the community to wellbeing related local services, champion Healthy Tamworth and Active Tamworth initiatives. Exercise for All - provide physical activity options for every individual aged 16+ in the Borough including 8 weeks free use of Cornerpost Gym. 15 new users each month. Walk for Health - will allow any individual in Tamworth to access to free guided walks. Community Health Champions will train as volunteer walk leaders, with short walking routes in local areas being mapped and guided each week. 2 walks per week in each of the 4 locality working areas with at least 5 people per walk. Sport @ ur door - This is aimed at children & young people to increase their levels of physical activity by providing them with a catalogue of sport and physical activity options in the Multi-use Games Areas & open space in their local communities. One session per week in each of the 4 locality working areas with at least 10 people per session.	The referral process for the wellbeing project will be by external partnerships or self referral. Flyers will be produced for each project with session days/times on which partners can hand out and they will be able to just turn up and join in. The only exception to this is the gym based activity where they will need to phone to book an induction and complete medical information. The phone number for this is 07972637981. Further information on the project will be available on the Active Tamworth website, www.activetamworth.co.uk or you can contact Karen Moss on 01827 709316 or James Hazlehurst on 01827 709387.
YOMP	Physical Activity App	YOMP aims to get more people active, more often. Especially those sedentary or 'high risk'. This through community engagement and behavioural change techniques applied through technology (online platform and app). Aim to get	N/A

CRUSE	Bereavement Service	between 2000 and 4000 residents signed up to the app. Delivery of free high quality bereavement support to those requesting it. Volunteer run. In 2013, Cruse supported 63 people in Tamworth through 284 one-one support sessions, 57 telephone sessions and 4 via group sessions. Continue to offer training in schools of how they can support bereaved children.	Website - www.crusesouthstaffordshire.co.uk where clients can obtain telephone number and also use the contact page. email- southstaffordshire@cruse.org.uk Telephone - 01543 433479 By Post - c/o CVS Offices 22 Bore Street Lichfield Staffordshire WS13 6LL
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Lot 3

Organisation	Project	Outcomes Purchased	
Support Staffordshire/Tamworth CVS	Volunteering for All	Volunteering for All (V4A) is a supported volunteering service that works with people who face such barriers, and has a strong track record in delivering the above outcomes for participants and addressing local needs.V4A employs a Volunteering Support Worker who works one-to-one with participants to understand their needs and issues, and agree a package of support tailored to their needs to enable them to engage in, sustain and benefit from volunteering. This will support 150 existing service users and recruit 25 new participants	To enquire about the Volunteering for All project Telephone – 01827 709657 Clients will be asked to provide their Name, Contact Number and Post Code and be offered a 1: 1 Interview where they can have a chat and can bring along a support person to the Interview if they wish to.
Staffordshire Care Farming	WELLIES 4 Work	Two 8-week WELLIES 4 Work programmes which encourage participants to get closer to being able to work. This would include one to one mentoring sessions to support aspiration. A four week WELLIES Volunteers Programme to give people the confidence and skills to go on to volunteering.	Referral rote is by email or telephone: Julie@ growingruralenterprise.co.uk 07971 666474 Participants need to like being outdoors and wear clothing they don't mind getting dirty. It is on a farm and sometimes uneven underfoot.
Communities Together CIC	Positive Steps for Change	'Positive Steps for Change' project is engaging with local people to make improvements to their lives. 160 individuals will be taken through a whole life assessment looking at their health, social life, work life etc and they will then put together an action plan to make positive changes to their lives. They are supported via volunteer Life Buddies who will sign post to appropriate services and give ongoing encouragement.	Steve Hodgetts - 07921 003 519 The Office - 01827 59646 Email - sh.communitytogethercic@gmail.com

Lot 4

Organisation	Project	Outcomes Purchased	
Brighter Futures	Safe and Well	The Safe and Well Service will support people with complex needs living in Tamworth who are; living alone or as a couple, at risk of losing their home, finding tasks around the home difficult to manage, struggling to make or attend appointments with GP's, Dentists or the Hospital or overly reliant on emergency type services, need help to sort out bills and debts and what benefits they may be entitled to, feeling lonely, depressed or isolated. The project will employ a full time support worker.	To be confirmed Telephone: 01782 40 60 03
Alzheimer's Society	Dementia Support Service	The Dementia Support Service provides one-to-one support to people with dementia, carers and family members. The project will employ a Dementia Support Worker for 10 hours per week to work with 47 cases per year.	contact number for self referrals 01543 255955 There is a referral form to be used by external agencies. This can be emailed to emma.english@alzheimers.org.uk .
Home-Start	Home Visit Project	Home visit support for post natal depression, relationship breakdowns, isolation, disability in parent or child, domestic violence, parenting, behaviour problems, poverty, multiple births, teenage parents. 20 trained, DBS checked volunteers available to support families days, evenings and weekends, from a wide range of social, economic and educational backgrounds. Family must have at least one child under five. 8 volunteers into employment or training.	To be confirmed Telephone: 01827 62400

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THURSDAY, 9 JULY 2015

REPORT OF THE PORTFOLIO HOLDER FOR OPERATIONS AND ASSETS**PLANNED UPGRADE TO CORPORATE SERVER INFRASTRUCTURE****PURPOSE**

The purpose of this report is to advise Cabinet of the current situation following withdrawal of Microsoft support for software versions in use at Tamworth Borough Council. Additionally, the report seeks approval of the release of contingencies to support this essential activity.

RECOMMENDATIONS

That Cabinet approve the release of £35k from the Specific Contingency budget to support vendor demand during this essential server upgrade.

OPTIONS CONSIDERED

(a) Do Nothing

This is not a viable option. If the organisation's servers are not upgraded as per Microsoft licencing rules, the servers will quickly become vulnerable and open to external attack. Additionally, as part of the organisation's commitment to the Public Services network (PSN), server patches and fixes are part of essential maintenance

(b) Upgrade Without Supplier Support

This is not a viable option. Whilst the upgrade of the server operating systems will be completed internally, many of the application suppliers have refused to grant appropriate access to the team for re-installation of their products. Some have granted access but no support and have stated that their post-upgrade support costs will be significantly higher than consultancy for performing the re-install in the first instance.

(c) Engage With Suppliers To Perform Re-Install

This is the preferred option. Quotes have been sought from suppliers of all of the organisation's corporate applications affected by the withdrawal of Microsoft support for the provision of installation services. As much groundwork as possible will be completed in-house, including the building and preparation of servers running newer operating systems. The suppliers will then access remotely and perform the re-installation of their respective products.

RESOURCE IMPLICATIONS

In order to support the re-installation of all windows based applications by vendor, a total sum of £35k is required from the Specific Contingency budget. This will cover the re-installation and support where required, of all third party applications following the upgrade of server operating systems. The release of £35k will leave £65k remaining within the Specific Contingency budget to the end of March 2016.

Additional internal resource is required for server build, configuration and preparation. This is planned as part of operational activity.

LEGAL/RISK IMPLICATIONS BACKGROUND

Subject to ongoing commitments to licensing governance, there are no legal nor risk issues to report.

SUSTAINABILITY IMPLICATIONS

Subject to ongoing commitments to licensing governance, there are no sustainability issues to report.

BACKGROUND INFORMATION

Over the past twelve months, Microsoft has announced the withdrawal of support across much of its product base. This includes operating systems and desktop applications. Historically, this has been staggered and the organisation has managed the impact as part of its ongoing ICT Strategy. The cumulative impact of these announcements has led to a significant change in the way the Authority exploits its software assets and the ICT Service are currently planning for a roll out of new versions of Office and Exchange.

Whilst the service has also planned for Windows Server upgrades, and has procured the appropriate licences to allow these upgrades to be performed in-house, the vendors of a number of our third party corporate applications have added challenges to this plan. By restricting our access to their applications, the organisation is reliant on them to perform re-installations of their applications onto the newly upgraded servers. Additionally, whilst some are not restricting access, they are refusing to support re-installations performed by their customers. This does not apply to all vendors, however it does include a number of business critical applications including Academy (Benefits and Council Tax), Orchard (Housing) and Civica (Corporate Electronic Document and Records Management System - EDRMS)

The upgrade to our Windows Server operating systems is critical in order for us to retain access to the PSN. One of the requirements of this access is that our servers are updated and patched effectively so as to eliminate vulnerabilities in our applications. If we continue to use out of date operating systems, there are no patches developed nor available. Additionally, we have experienced a number of issues relating to performance of one of our corporate applications and, following significant performance monitoring activity, our vendor has advised that we need to upgrade before they will pursue those findings further. This is having an operational impact on a number of our service areas.

REPORT AUTHOR

Nicki Burton, Director Technology & Corporate Programmes

LIST OF BACKGROUND PAPERS

None

APPENDICES

None

9th July 2015**REPORT OF THE CHIEF EXECUTIVE****Devolution, Decentralisation & Collaboration
(Options For A Combined Authority)****EXEMPT INFORMATION**

Not Applicable

PURPOSE

1. To advise Members on the current position in relation to the new Government's developing policy on devolution, growth and combined authorities and in particular, the emerging proposals for the West Midlands.
2. To seek Members endorsement for the actions taken to date by the Chief Executive and for delegated authority for the Leader (or his nominated deputy) and the Chief Executive to engage in discussions on behalf of the Council on the Combined Authority, devolution and public sector reforms options so that any formal proposals can be considered by the Council at the earliest opportunity.

RECOMMENDATIONS

1. **That Members endorse the actions of the Chief Executive in engaging in the initial discussions with the West Midlands Metropolitan Boroughs and the Chairs of the Greater Birmingham, Black Country and Coventry Local Enterprise Partnerships.**
2. **That the Council continues to explore the opportunity to deliver its agreed objectives for growth and economic prosperity through its current membership of both the GBSLEP and the Staffordshire & Stoke on Trent LEP and potentially through a Devolution Deal with the West Midlands Combined Authority and Government.**
3. **That Cabinet authorise the Chief Executive Officer in conjunction with the Leader/Portfolio Holder to engage in discussions with partners on Combined Authorities & Devolution Deal options.**
4. **That the Council seek assurance that any new entity created to support devolution will not be to the detriment of existing relationships with LEPS.**
5. **That the Chief Executive report key stage progress to Cabinet in addition to the agreed cross party briefings.**

EXECUTIVE SUMMARY

1. There are two elements to this issue – one is the creation of a Combined Authority (a legal entity) and the other is the devolution deal or package that may be negotiated with Government on the back of creating a Combined Authority. The creation of a CA must follow a number of stages including wide ranging consultation. For the purpose of this exercise, Wolverhampton City Council's Legal Team supported by Price, Waterhouse Cooper (PWC) and the consultants who supported Greater Manchester (Metrodynamics) are developing the process of creating the entity.

2. The new Government has moved quickly to pursue its manifesto policy of **Economic Growth through Devolution** and has published the Cities and Local Government Devolution Bill to assist the process. The first speech by the Chancellor after the election focused upon the Northern Powerhouse and devolution.
3. In his speech the Chancellor stressed on the importance of the cities and their areas in the north to improve productivity and to rebalance the UK economy. This policy is based on the economic theory that significant increase in productivity requires areas to work together at scale ie. that there are real benefits to be had from economic agglomeration where places collaborate on key economic initiatives. The Chancellor promised greater powers and autonomy through devolution deals to cities with ambition elsewhere in the UK, particularly to those who choose to have an elected Metro mayor.
4. This offer from the Chancellor, along with the publication of the Cities and Local Government Devolution Bill, has added further impetus to the development locally of a combined authority for the West Midlands which is now the only metropolitan area in England that does not have a combined authority.

OPTIONS CONSIDERED

Given that the initial proposals for a Combined Authority in the West Midlands were based on the footprint of the Functioning Economic Market Assessment (FEMA) that covered the geography of three LEP areas including the GBSLEP, it was considered prudent to engage in the initial discussions as a means of gathering information.

Officers and Members are also involved in conversations with Staffordshire and Stoke on Trent and the districts across the County however; there are no formal proposals in place at this stage.

The option to do nothing, was not considered.

RESOURCE IMPLICATIONS

At this stage, considerable officer (CEO) and Member (Cabinet Member) time is the only implication on resources.

LEGAL/RISK IMPLICATIONS BACKGROUND

Legal: The power to create a Combined Authority is contained in Part 6 of the Local Democracy, Economic Development and Construction Act 2009.

The current Government's policy of **Economic Growth through Devolution** is set out in the recently published **Cities and Local Government Devolution Bill**.

Risks: Given that no decisions are being sought at this stage and simply the authority seeks to engage in discussions, there are no risks envisaged at this stage other than the potential for a missed opportunity should the Council not engage.

SUSTAINABILITY IMPLICATIONS

Subject to the nature of a Devolution Deal package, it could assist the outcomes of the Council's **Sustainability Strategy** by improving/maintaining key services and by attracting additional resources and investment.

BACKGROUND INFORMATION

- Relevant Legislation (see Legal)
- Sustainability Strategy
- Strategic Economic Plan (GBSLEP)
- Working Papers (various)

REPORT AUTHOR

Anthony E. Goodwin
Chief Executive

LIST OF BACKGROUND PAPERS

As per Background Information

APPENDICES

Appendix A – Devolution, Decentralisation & Collaboration (Options For A Combined Authority)

Devolution, Decentralisation & Collaboration (Options for a Combined Authority)

1. The Local Democracy, Economic Development and Construction Act (LDECD), 2009 sets the premise for combined authorities and allows considerable scope for local determination regarding detailed proposals.
2. In addition, the current Government's policy of growth through devolution is set out in the recently published "**Cities and Local Government Devolution Bill**".
3. Combined Authorities (CAs) are the preferred delivery model of Government as they represent the "strongest form of local governance" and are therefore most likely to present the best opportunity for accessing devolved powers and funding in exchange for "assured delivery".
4. Combined authorities can be set up by one or more local authorities who wish to come together to promote economic growth on a sub-regional basis for their area so that they can address issues including transport, skills and economic regeneration. A combined authority must reflect the area's economic geography and provide a collective voice and enable collective decision making by the local authorities that make up the combined authority. Combined authorities increasingly became the body of choice for the devolution of powers and funding from Government during the last Parliament.
5. Combined authorities are not intended to replace existing local authorities. Member councils continue to deliver local services and retain civic responsibility for their areas. Nor are combined authorities a replacement for Local Enterprise Partnerships which are made up of local businesses and local authority representatives and which would continue to operate alongside combined authorities. Greater Manchester, regarded as the most advanced combined authority, is to be given powers over health and social care – although this is being linked to the creation of a metro mayor for the area.
6. Initially seen as predominantly a vehicle for metropolitan areas for the city deals negotiated with the last Government, the last year has seen many areas looking to create a combined authority for a variety of city, county, district council or a mixture of these in areas across England.
7. Last November Birmingham City Council and the four metropolitan district local authorities that make up the Black Country announced that they intended to create a combined authority for their area and invited other neighbouring authorities to consider joining them in a combined authority for the West Midlands. This precipitated discussions in the Coventry and Warwickshire sub-region which have taken place during the last six months.
8. As the West Midlands is the only metropolitan area in England without a combined authority it is viewed as being behind other areas of the country. It is also perceived that the Midlands is at risk of missing out on the Government's devolution agenda – particularly as the Northern Powerhouse concept is developed and supported by Government including specific provision in the last budget and the creation of a minister responsible for the Northern Powerhouse in the new Government. In their recent visit to Birmingham on 1st June 2015, the Chancellor, along with Greg Clark, the Secretary of State for Communities and Local Government, and Lord Heseltine made it clear that there was an opportunity for the West Midlands to respond to other Government's devolution agenda but this required a speedy and ambitious

response from local councils. They urged engagement with the wider adjoining area including district councils.

9. Economic analysis undertaken by the metropolitan authorities has now led them to propose that a combined authority should be created for the West Midlands based on three local Enterprise Partnership areas of Coventry and Warwickshire, Greater Birmingham and Solihull and the Black Country. It is proposed these three functioning economic areas working together could provide fresh opportunities for businesses, job creation, transport improvements, skills programmes and housing investment.
10. The area proposed would be the biggest combined authority area in the country with a population of 4 million and would run from northern Worcestershire (Redditch and Bromsgrove) in the south to southern Staffordshire (including Tamworth, Burton on Trent) in the north. This would be a new West Midlands larger than the metropolitan area itself and considerably bigger than Greater Manchester.
11. As the discussions around the creation of a combined authority are continuing it is recommended that this statement is endorsed by Council.
12. The additional impetus provided by the election of a new Government keen to promote economic growth and devolution through devolution deals means that the Council will need to be able to respond quickly to a rapidly moving agenda and so it is recommended that the Council continues to explore whether joining a combined authority would enable it to achieve its objectives.
13. In particular, it is recommended that the Council responds to the proposal from the West Midlands Metropolitan Councils to consider creating a combined authority for the West Midlands covering three Local Enterprise Partnerships which includes Warwick District. It is important to establish what the benefits of such an authority and subsequent devolution deal might be for Tamworth's communities and whether or not it is a viable option for the Council to consider.
14. Devolution discussions with the Government about what is best for the West Midlands are now beginning and it is recommended that Tamworth Borough Council should look to take an active part in these to enable the Council to decide what the benefits to the businesses and residents of Tamworth might be from joining a combined authority and taking part in any devolution deal. For information, the initial detail received is that the Government is looking for the Combined Authority to start at the beginning of next financial year meaning that consultation may begin at the end of this summer.
15. Clearly then this agenda is moving at pace it is recommended that authority should be delegated to the Leader and Chief Executive to take part in discussions so that these can be reported back to the Council so that any proposals can be considered and determined at the earliest opportunity. Other Officer and Executive Council time may also be required as is appropriate.

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9th July 2015

**REPORT OF THE
Portfolio Holder for Economy and Education**

**COMPULSORY PURCHASE ORDER FOR LAND AND PROPERTY ON THE KERRIA
REGENERATION SITE**

EXEMPT INFORMATION
NOT CONFIDENTIAL

PURPOSE
<ul style="list-style-type: none"> ● To set out for Cabinet the current position in relation to the acquisition of land and property assets on Kerria regeneration site. ● To set out the land and property asset acquisitions required for the regeneration site. ● To seek full approval for the making of a Compulsory Purchase Order in respect of remaining interests in the Estate land shown at Appendix 1

RECOMMENDATIONS
<ul style="list-style-type: none"> ● It is recommended that Cabinet note the current position of land and property asset acquisitions on the Kerriaregeneration site. ● It is recommended that Cabinet approve the making of a compulsory purchase order or orders under section 226(1)(a) Town and Country Planning Act 1990 in respect of acquisition of all remaining outstanding interests and any new rights (if required) under Section 13 of the Local Government and Miscellaneous Provisions Act 1976 in the Kerria Estate (shown edged black on the plan at Appendix 1) ● It is recommended that Cabinet authorises the Director of Assets and Environment to negotiate the acquisition of all remaining interests and rights in land shown single edged black at Appendix 1 in advance of and alongside the making of the Compulsory Purchase Order(s) if voluntary negotiations are unsuccessful as well as to agree costs and/or compensation relating to the land edged black or the CPO payable as a result of giving effect to the above recommendations; ● It is recommended that Cabinet authorises the Director of Assets and Environment to make/initiate any appropriate agreements/applications/licences under the Highways Act 1980 (including but not limited to section 38 and/or section 278 agreements) and to submit an application under section 247 Town and Country Planning Act 1990 to stop up any highway within the area edged black at Appendix 1 as is or are necessary for the Kerria Scheme. ● It is recommended that delegated authority be given to the Solicitor to the Council in consultation with the Director of Assets & Environment to take all

necessary steps to give effect to the above recommendations including (but not limited to) execution of documents as required to secure the making, confirmation and implementation of the Compulsory Purchase Order and presentation at any Public Local Inquiry including the service of notices to give effect thereto including High Court Enforcement Officer's notices and (if granted power to do so by the Secretary of State) to confirm the Compulsory Purchase Order and to complete acquisitions of land and rights within the area shown edged black at Appendix 1.

EXECUTIVE SUMMARY

- The regeneration of the Tinkers Green and Kerria Centre estates form an important ambition for the Council and on 28th November 2012 Cabinet approved recommendations contained in a Feasibility Study to regenerate the Kerria Estate (along with the Tinkers Green Estate). A decant process commenced in 2014 on the Tinkers Green estate and remains ongoing. The decant programme on the Kerria estate is due to commence early 2016. It is expected that all buildings on the site will be empty and can be demolished in time for redevelopment to commence in 2017/18.
- Cabinet previously approved "in principle" the making of a compulsory purchase order for the scheme on 6th November 2014. It was stated at that meeting that a further report would be produced prior to making.
 - The dedicated legal powers under which a local authority may acquire land including by compulsory purchase for development, re-development or improvement) are contained within section 226(1)(a) Town and Country Planning Act 1990. Under Section 226(1A) the power must not be exercised unless the local authority consider the development, re-development or improvement is likely to contribute to the promotion of the economic, social or environmental well being of their area
 - A copy of the Plan showing the land for which authority is sought to CPO is at Appendix 1. The full case for compulsory purchase is set out in more detail in Appendix 2. Human rights are considered in Appendix 3. An Equalities Analysis for CPO has been provided at Appendix 4.
 -

RESOURCE IMPLICATIONS

The 2015/2016 HRA business plan approved by Cabinet on 19th February 2015 allocates a total budget of £30.87 million for Regeneration Projects, of which £6.7m is allocated specifically to Kerria.

Budget of £500k has been allocated within this overall project budget to allow for the acquisition of land and property at the current market rates along with compensatory payments as assessed by our appointed agent in accordance with current legislation; these values are subject to challenge and sufficient allowance will be needed within the budget to meet any additional costs. Budget has also been allocated to cover the costs of making and confirming the CPO, preparation for any Public Inquiry (should objections be made). All costs are monitored and reported to Cabinet as part of the Quarterly Healthcheck Report.

External agents have been appointed to assist with the CPO process and this support will continue throughout the project until matters have been concluded.

No additional staffing resource will be required to deliver this process.

LEGAL/RISK IMPLICATIONS BACKGROUND

- Section 226(1) allows the Council to acquire land for the purposes of development, re-development or improvement, so long as it thinks this will contribute to promotion or improvement of economic, social or environmental well-being of the area
- Failure to acquire the property and land assets in a timely manner would be detrimental to the delivery of the project.
- The Council will need to evidence how it meets the requirements set out in Section 226(1) as well as the tests set out in Circular 06/2004 and the relevant Annexes (summarised in this report), in order to make its case that the CPOs should be made.
- In considering whether to make the CPOs the Human Rights Act 1998 applies. The relevant rights that have been considered are set out in Appendix 3.

SUSTAINABILITY IMPLICATIONS

None specifically identified.

BACKGROUND INFORMATION

Cabinet has previously approved “in principle” the making of a CPO in its report dated 6th November 2014

REPORT AUTHOR

Paul Weston, Head of Asset Management

LIST OF BACKGROUND PAPERS

APPENDICES

- Appendix 1– CPO Area edged Black
- Appendix 2 - Justification for CPO
- Appendix 3 – Human Rights
- Appendix 4 – Equalities Analysis

Appendix 2 - Justification for CPO

Given that the development, redevelopment and improvement at the Kerria Estate involves delivery of residential units and a retail unit, it is considered that section 226(1)(a) of the Town and Country Planning Act 1990 is the appropriate power for the CPO.

Section 226(1)(a) (in conjunction with section 226(1A)) allows the Council to acquire land for the purposes of development, re-development or improvement, so long as it thinks this will contribute to promotion or improvement of economic, social or environmental well-being of the area. The well-being requirement is met as follows:

The CPO will enable new housing and a retail unit to be delivered, which will contribute to the economic, social and environmental well-being of the area, in the following ways:

Economic:

- New retail facilities will provide for the shopping needs of the area; improving the choice, affordability and accessibility of quality food and other top-up shopping;
- the redevelopment will also generate local construction related employment as well as the employment opportunities offered by the retail unit –

Social:

- The Council considers that the demolishing of unsuitable and unpopular properties in the Kerria estate and the re-provision of Council owned affordable housing with increased energy efficiency and an improved neighbourhood layout will make best use of space whilst establishing defensible space which is structured to 'design out crime'. It is considered that these improvements will produce improved health outcomes, increased perceptions of security and community cohesion for both the estate and the wider area as well as increasing the number of units on the site, contributing towards the Council's local affordable housing requirements
- jobs and training opportunities during the redevelopment/ construction period, followed by permanent full and part time jobs within the main store when open

Environmental:

- better quality housing design and layout, incorporating a clear definition between public and private spaces, to

improve the appearance and legibility of the local environment

As well as meeting the legal requirements of the 1990 Act, the compulsory acquisition of any necessary interests in the Kerria estate meet the tests for justification as set out in government guidance (Circular 06/04) and Appendix A, as follows:

There is a compelling case in the public interest, detailed as follows.

Constructed in the late 1960s, there has been significant deterioration of the buildings and public open space within the Kerria estate, whilst its poor layout and configuration has given rise to increased vacancy of the shop units and encouraged the risk and perception of crime. The internal layout and size of the properties on the estate have proven unsuitable in meeting many tenants' needs, whilst poor accessibility and a lack of energy efficiency has also made the properties unpopular. Consequently, the estate has suffered from increased tenancy refusal rates, a high turnover of tenancies and poor sense of community, exacerbated by its negative perception as place to live amongst people living in the wider Tamworth area.

A plan of action to bring forward the regeneration of the Estate was identified in April 2012, following Cabinet approval of the Council's Housing Revenue Account Business Plan which included the delivery of area-based housing regeneration for struggling estates. The estate emerged as a priority area and feasibility work was completed in November 2012, establishing the business case and options for achieving comprehensive regeneration.

Local residents attending the public consultation events raised a number of issues affecting the Estate that they felt should be addressed as part of the regeneration proposals. Comments included the poor condition of the existing flats and maisonettes on the estate, with flats being damp, difficult to heat and poorly configured; poor external layout and lack of surveillance, resulting in heightened instances of crime and anti-social behaviour and the poor appearance of the estate which reinforces a negative perception of the area.

The planning and design process which culminated in the Masterplan for which we have outline planning permission, has sought to address the evidenced need and the issues raised by local residents by way of the following:

- Replacing the 36 flats and maisonettes with 144 well-designed homes, with a significant proportion being traditional houses with gardens consisting of 2 and 3 bedrooms;
- All properties will be outward facing and all routes are lined with properties to optimise surveillance and minimise the risk and perception of crime

- All new homes to be developed on the site are to be built to Sustainable Homes Code Level 4 standard where possible; this will ensure they are energy efficient, well insulated, and cheaper to run;

The scheme will deliver qualitative and quantitative housing gain for Tamworth by providing an additional 8 units of housing on the site, contributing towards Tamworth's housing needs.

The CPO will facilitate the regeneration of the Kerria estate through the replacement of the existing poor quality housing with new homes of improved quality and design in an improved environment.

The CPO will enable the Council's planning proposals to be implemented, replacing the existing houses with high quality homes that design out crime, that are warmer and are where people will want to live, thereby helping address housing need in Tamworth. The existing properties will be replaced with houses that have more positive architectural features creating a better sense of place than currently exists.

The Council is only able to deliver the above public benefit, by acquisition of the remaining interests on the Estate, and requires the CPO in order to be able to do this.

The unification of ownerships is necessary to enable the development to proceed. There would be no way to build the comprehensive development set out in the planning permission for the scheme without acquiring all of the outstanding interests in the Estate.

The Council owns most of the Estate already and is relocating the vast majority of the occupants of the Estate (as they are Council tenants) without CPO and only needs to acquire the remaining 6 interests via CPO in order to be able to deliver a scheme of 44 houses of significantly improved quality, delivering the benefits set out above.

Compulsory purchase is a last resort. The Council is endeavouring to acquire the remaining interests in the estate voluntarily and negotiations will continue. But, it is unlikely that it will be possible to acquire them by private agreement within a reasonable timescale. Uncertainty as to this timescale would hinder the regeneration proposals. Therefore compulsory acquisition is necessary should voluntary negotiations not succeed, to ensure the regeneration proposals are delivered.

Compulsory purchase will enable the regeneration to take place in accordance with a managed programme, providing certainty for site assembly and the implementation of the scheme. This will enable the Council's regeneration objectives for the Estate and the Borough to be achieved. The use of compulsory purchase powers is therefore considered by the Council to be necessary and justifiable in the public interest.

The Council has a clear idea of how it intends to use the land as well as all necessary resources to acquire the outstanding interests and to deliver the development. The 2015/2016 HRA business plan approved by Cabinet on 19th February 2015 allocates a regeneration budget of £30.87 million for the Tinkers Green and Kerria Schemes, 25% of which (£7,717,500) is allocated to Kerria. Budget has been allocated within this overall project budget to allow for the acquisition of land and property as outlined in the Cabinet report.

The scheme is unlikely to have any impediments to its implementation. An application for Outline planning permission was made on 23rd March 2015 and is expected to be granted on 7th July 2015. It is anticipated that the preparation and submission of reserved matters will be undertaken in quarters 1 and 2 of 2016.

The development will be funded by the Council and it will be delivered through the selection of a housing developer following a procurement process. No other landowner within the Order Lands could deliver the comprehensive regeneration required on the Kerria site and as will be delivered by the Council's proposal.

There is an identified need for new housing in Tamworth. The Borough is projected to experience a significant level of population growth and further, the supply of new housing has failed to keep up with rising demand which has created an imbalance in the market. The Strategic Housing Market Assessment update (2012) identified 1,953 households in Tamworth living in unsuitable housing and as at March 2015 there were 1,615 households registered for housing through Tamworth Borough Council's Finding a Home Choice Based Letting service.

The Local Plan sets out an objectively assessed housing need for 6,250 homes and sets a target of at least 4,250 dwellings to be delivered within the plan period (2011-2031) at an average of 170 units per annum.

Proposals for the Kerria estate have been prepared in accordance with national, regional and local planning policy and have been subject to extensive public consultation.

National Policy:

The proposals for the Kerria Estate are in accordance with the economic, social and environmental dimensions to sustainable development and the Core Planning Principles in the National Planning Policy Framework.

Local Plan:

The Kerria Estate is identified as a Regeneration Priority Area within the emerging Tamworth Borough Local Plan (Pre-Submission Document – October 2014) and the proposals for the Estate are in line with the Local Plan as follows:-

- Policy SP5 which seeks to provide a range of affordable, adaptable and high quality housing that meets the needs of Tamworth residents.
- Policy SP10 which seeks to create safe, high quality places that deliver sustainable neighbourhoods in Tamworth
- Policy HG3 which states that the Regeneration Priority Areas will be the focus for regeneration which improves the physical environment and delivers economic and social renewal. Policy HG3 seeks to enhance the mix of housing available to meet local needs, provide new, energy efficient properties, provide local community facilities and services where opportunities are available, and provide development which is of a high quality design and contributes towards designing out crime and improving the attractiveness of an area.
- Policy HG4 seeks the provision of at least 1,000 affordable housing units over the plan period.

Other Policy considerations:

Redevelopment of the Estate will also support the objectives of the following non-statutory planning documents:

- Southern Staffordshire Housing Needs Study 2012 and 2014 Update
- Feasibility Study for Kerria Estate (Tamworth Borough Council Housing and Health Directorate) 2012); and
- Statement of Consultation for Kerria (2015).

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Appendix 3 – The Human Rights Act 1998 and the European Convention Convention on Human Rights

COMPULSORY PURCHASE - THE HUMAN RIGHTS ACTS 1998 AND THE EUROPEAN CONVENTION ON HUMAN RIGHTS

Section 6 Human Rights 1998 Act prohibits public authorities from acting in a way that is incompatible with the European Convention on Human Rights (“The Convention.”) There are 2 main articles of The Convention, which are applicable to the recommendations in this report.

ARTICLE 8

1. “Everyone has the right to respect for private and family life, his home and his correspondence.”
2. “There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others.

ARTICLE 1 of the FIRST PROTOCOL

“Every natural or legal person is entitled to the peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by law and by the general principles of international law.

The preceding provisions shall not, however, in any way impair the right of a State to enforce such laws as it deems necessary to control the use of property in accordance with the general interest or to secure the payment of taxes or other contributions or penalties. “

Guidance

Article 8 applies where a local authority is considering disturbing residents’ private and family lives and removing them from their homes. It may also be relevant where residents who, although not directly affected by removal or dispossession, suffer significant disruption to their lives as a consequence of the authority’s actions.

Article 1 of the First Protocol applies where a local authority is considering the use of CPO powers to acquire private interests, and where it is proposing to dispossess residents of their homes.

The approach to be taken to give effect to rights under The Convention is also reflected in paragraph 17 of ODPM Circular 06/2004:-

“A Compulsory Purchase Order should only be made where there is a compelling case in the public interest. An acquiring authority should be sure that the purposes for which it is making a Compulsory Purchase Order sufficiently justify interfering with the human rights of those with an interest in the land affected, having regard, in particular, to the provisions of Article 1 of the First Protocol to the European Convention on Human Rights and, in the case of a dwelling, Article 8 of the Convention”.

The European Court of Human Rights has recognised in the context of Article 1 of the First Protocol that “regard must be had to the fair balance that has to be struck between the competing interests of the individual and of the community as a whole”, i.e. compulsory purchase must be proportionate. Both public and private interests are to be taken into account in the exercise of the Council’s powers. Similarly, any interference with Article 8 rights must be “necessary in a democratic society” i.e. the proposed interference must be necessary. In pursuing a CPO, the Council has to carefully consider the balance to be struck between individual rights and the wider public interest having regarded also the availability of compensation for compulsory purchase.

Consideration of Human Rights Issues

Article 8(1) provides that everyone has the right to respect for his/her property but Article 8(2) allows the State to restrict the rights to respect for the property to the extent necessary in a democratic society and for certain listed public interest purposes e.g. public safety, economic well-being, protection of health and protection of the rights of others.

In considering Articles 8 and Article 1 of the First Protocol of The Convention in the context of dispossession and compulsory purchase, it is necessary to answer the following:

1. Does a right protected by these Articles apply?
2. Is the interference in accordance with law?
3. Does the interference pursue a legitimate aim?
4. Is the interference necessary in a democratic society?

Does a right protected by these Articles apply?

ARTICLE 1 of the FIRST PROTOCOL

“Every natural or legal person is entitled to the peaceful enjoyment of his possessions...”

Clearly the dispossession of an owner of their property through CPO and enforced rehousing will impinge on this right. Also, as a tenancy is a possession under this provision, the rights of tenants must be taken into consideration. The Council must therefore consider all the possible justifications for this interference as detailed in considerations (b), (c) and (d) set out below.

ARTICLE 8

Article 8.1 provides that everyone has the right to respect for his/her private and family life, home and correspondence. Article 8.2 allows the State to restrict these rights to respect to the extent necessary in a democratic society and for certain listed public interest purposes.

The essence of this right lies in the concept of respect for the home as a right to privacy, in the same context as private and family life and correspondence. Article 8.1 does not concern itself with the person's right to the peaceful enjoyment of their home as a possession; this is dealt with under Article 1 of the First Protocol.

Clearly Article 8 does apply and therefore it is necessary for the Council to consider the possible justifications for the interference (Article 8(2)) as follows:

Is the interference in accordance with law?

There is a clear legal basis for making the CPO under section 226(1)(a) of the Town and Country Planning Act 1990

Does the interference pursue a legitimate aim?

The CPO is necessary to implement a redevelopment scheme to which there is no impediment to implementation.

Is the interference necessary in a democratic society?

This requires a balanced judgement to be made between the public interest and the rights of individuals, and the rights and freedoms of others.

Conclusion

The Council has considered the effect of the above articles of The Convention and decided that, on balance, it is in the general public interest and of benefit to the community to make the CPO over and above the interest of the individuals affected.

Interference with Convention rights is considered by the Council to be justified. The Council in making this Order has had particular regard to meeting the alternative housing needs of the affected households, and the rights of individuals to compensation in accordance with the Land Compensation Act 1973 (as amended.) and the Land Compensation Act 1961 and Compulsory Purchase act 1965 is considered to be both necessary and proportionate in that the land to be acquired is the minimum to achieve this Scheme's objectives

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 Area authorised for CPO



Appendix 1

Title:

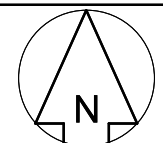
**Kerria Estate
CPO Plan**

Scale: 1:1250 @ A3

Dwg number:

Ref: TMWRTH_KRR_CPO

OS Licence:



Date: 17.06.2015

Drawn by: GJ

Rev:

Checked:



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Equality Impact Assessment Template

Name of policy/ procedure/ practice to be assessed	Compulsory Purchase Order – Kerria Estate		Date of Assessment	24th June 2015	
Is this a new or existing policy/ procedure/ practice?	New Practice	Officer responsible for the Assessment	Paul Weston – Head of Asset Management	Department	Property Services
1. Briefly describe the aims, objectives and purpose of the policy/ procedure/ practice?	This is part of the overall Kerria estate regeneration project and deals only with the compulsory purchase of that land and property required to deliver the regeneration works.				
2. Are there any associated policy/ procedure/ practice which should be considered whilst carrying out this equality impact assessment?	This is a sub-project of the Kerria estate regeneration project.				
3. Who is intended to benefit from this policy/ procedure/ practice and in what way?	<p>The compulsory purchase order process is required in order to obtain land and property not currently in the ownership of Tamworth Borough Council; this will allow for the regeneration of the estate.</p> <p>The overall regeneration project will benefit the local community by providing additional social housing of a higher quality than is current on the estate.</p>				
4. What are the desired outcomes from this policy/ procedure/ practice?	The acquisition of land and property either through negotiation or compulsory purchase is necessary in order to enable the overall regeneration of the estate.				
5. What factors/ forces could contribute/ detract from the outcomes?	The compulsory purchase order process is a statutory arrangement and is subject to appeal and potentially public enquiry. Any appeal or enquiry will follow a statutory framework.				
6. Who are the main stakeholders in relation to	The wider community will benefit from the regeneration of the estate. The regeneration will provide additional social housing of a higher quality than currently exists.				

**the policy/ procedure/
practice?**

Individual property and land owners will be directly affected by the compulsory purchase order process.

<p>7. Which individuals/ groups have been/ will be consulted with on this policy/ procedure/ practice?</p>	<p>There has been extensive consultation with the wider community of the area affected. There has also been consultation as part of the planning process.</p> <p>In relation to those land and property owners directly affected by the Compulsory Purchase Order process there has been direct 1-2-1 consultation as the aim is to acquire their interests through negotiation without the need to use CPO powers.</p>		
<p>8. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact on racial groups?</p>	<p>¥</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>
<p>9. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact due to gender?</p>	<p>¥</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>
<p>10. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact due to them being transgender or transsexual?</p>	<p>¥</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>
<p>11. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact due to disability?</p>	<p>¥</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>

<p>12. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact due to sexual orientation?</p>	<p>≠</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>
<p>13. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact due to age?</p>	<p>Y</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p> <p>The potential exception to this is that in some cases business owners could be expected to face an extinguishment of their business on grounds of their age. This is set out in the CPO compensation code although it would only happen if the business owner decided not to continue their business or found themselves in a position where they were unable to continue their business. Efforts are being made to identify business opportunities for those businesses displaced by the regeneration project.</p>
<p>14. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact due to religious belief?</p>	<p>≠</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>
<p>15. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact on Gypsies/ Travellers?</p>	<p>≠</p>	<p>N</p>	<p>There are no Gypsies/Travellers with interests on the site and as such they would not be affected by the CPO process.</p>
<p>16. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact due to dependant/caring responsibilities?</p>	<p>≠</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>

<p>17. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact due to them having an offending past?</p>	<p>¥</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>
<p>18. Are there concerns that the policy/ procedure/ practice could have an impact on children or vulnerable adults?</p>	<p>¥</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>
<p>19. Does any of the differential impact identified cut across the equality strands (e.g. elder BME groups)?</p>	<p>¥</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>
<p>20. Could the differential impact identified in 8 – 19 amount to there being the potential for adverse impact in this policy/ procedure/ practice?</p>	<p>¥</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>
<p>21. Can this adverse impact be justified:</p> <ul style="list-style-type: none"> • on the grounds of promoting equality of opportunity for one group? • For any other reason? 	<p>Y</p>	<p>N</p>	<p>NOT APPLICABLE</p>

<p>22. As a result of carrying out the equality impact assessment is there a requirement for further consultation?</p>	<p>Y</p>	<p>N</p>	<p>Although there is no requirement for further consultation arising from the Impact Assessment there is an obligation under the CPO powers to continue consultation and negotiation with those directly affected. Failure to properly consult and or negotiate could compromise the CPO process in the event of an appeal or Public Enquiry. It is in the Council's interests to continue with negotiation as this is a more cost effective route to acquiring the interests than making use of the CPO powers</p>
<p>23. As a result of this EIA should this policy/ procedure/ practice be recommended for implementation in it's current state?</p>	<p>Y</p>	<p>N</p>	<p>The CPO process is essential for the delivery of the wider regeneration project. It is subject to a statutory framework and legislation.</p>

9th July 2015

**REPORT OF THE
Portfolio Holder for Economy and Education**

**COMPULSORY PURCHASE ORDER FOR LAND AND PROPERTY ON THE TINKERS
GREEN REGENERATION SITE**

EXEMPT INFORMATION
NOT CONFIDENTIAL

PURPOSE
<ul style="list-style-type: none"> ● To set out for Cabinet the current position in relation to the acquisition of land and property assets on Tinkers Green regeneration site. ● To set out the land and property asset acquisitions required for the regeneration site. ● To seek full approval for the making of a Compulsory Purchase Order in respect of remaining interests in the Estate land shown at Appendix 1

RECOMMENDATIONS
<ul style="list-style-type: none"> ● It is recommended that Cabinet note the current position of land and property asset acquisitions on the Tinker's Green regeneration site. ● It is recommended that Cabinet approve the making of a compulsory purchase order under Section 17 of the Housing Act 1985 in respect of acquisition of all remaining outstanding interests and any new rights (if required) under Section 13 of the Local Government and Miscellaneous Provisions Act 1976 in the Tinkers Green Estate (shown edged black on the plan at Appendix 1) to facilitate redevelopment for housing purposes ● It is recommended that Cabinet authorises the Director of Assets and Environment to negotiate the acquisition of all remaining interests and rights in land shown single edged black at Appendix 1 in advance of and alongside the making of the Compulsory Purchase Order if voluntary negotiations are unsuccessful as well as to agree costs and/or compensation relating to the land edged black or the CPO payable as a result of giving effect to the above recommendations; ● It is recommended that Cabinet authorises the Director of Assets and Environment to make/initiate any appropriate agreements/applications/licences under the Highways Act 1980 (including but not limited to section 38 and/or section 278 agreements) and to submit an application under section 247 Town and Country Planning Act 1990 to stop up any highway within the area edged black at Appendix 1 as is or are necessary for the Tinkers Green Scheme. ● It is recommended that delegated authority be given to the Solicitor to the Council in consultation with the Director of Assets & Environment to take all

necessary steps to give effect to the above recommendations including (but not limited to) execution of documents as required to secure the making, confirmation and implementation of the Compulsory Purchase Order and presentation at an Public Local Inquiry including the service of notices to give effect thereto including High Court Enforcement Officer's notices and (if granted power to do so by the Secretary of State) to confirm the Compulsory Purchase Order and to complete acquisitions of land and rights within the area shown edged black at Appendix 1.

EXECUTIVE SUMMARY

- The regeneration of the Tinkers Green and Kerria Centre estates form an important ambition for the Council and on 28th November 2012 Cabinet approved recommendations contained in a Feasibility Study to regenerate the Tinkers Green Estate (along with the Kerria Estate) A decant process commenced in 2014 and remains ongoing. It is expected that all buildings on the site will be empty and can be demolished in time for redevelopment to commence in 2017. Outline planning permission was granted for the site on 9th June 2015 and it is anticipated that, subject to achieving the subsequent reserved matters planning permissions, redevelopment of the site will be complete by 2019.
 - Cabinet previously approved "in principle" the making of a compulsory purchase order for the scheme on 6th November 2014. It was stated at that meeting that a further report would be produced prior to making.
 - The dedicated legal powers under which a local authority may acquire land including by compulsory purchase for housing purposes are contained within Part II, Section 17 Housing Act 1985
 - ODPM Circular 06/04 Appendix E specifies that the acquisition of land under Section 17 of the Housing Act 1985 must achieve a qualitative or quantitative housing gain. The Tinkers Green scheme will achieve both of these.
 - A copy of the Plan shown the land for which authority is sought to CPO is at Appendix 1. The full case for making the CPOs is set out in more detail in Appendix 2. Human rights are considered in Appendix 3. An Equalities Analysis for CPO has been provided at Appendix 4.

RESOURCE IMPLICATIONS

The 2015/2016 HRA business plan approved by Cabinet on 19th February 2015 allocates a total budget of £30.87 million for Regeneration Projects, of which £11.75m is allocated specifically to Tinkers Green.

Budget of £700k has been allocated within this overall project budget to allow for the acquisition of land and property at the current market rates along with compensatory payments as assessed by our appointed agent in accordance with current legislation; these values are subject to challenge and sufficient allowance will be needed within the budget to meet any additional costs. Budget has also been allocated to cover the costs of making and confirming the CPO and preparation for any Public Inquiry (should objections to the CPO be made). All costs are monitored and reported to Cabinet as part of the Quarterly Healthcheck Report.

External agents have been appointed to assist with the CPO process and this support will continue throughout the project until matters have been concluded.

No additional staffing resource will be required to deliver this process.

LEGAL/RISK IMPLICATIONS BACKGROUND

- Section 17 of the Housing Act 1985 allows the Council to acquire land or houses for the erection of houses as well as for other ancillary housing purposes.
- Failure to acquire the property and land assets in a timely manner would be detrimental to the delivery of the project.
- The Council will need to evidence how it meets the requirements set out in section 17 as well as the tests set out in Circular 06/2004 and the relevant Annexes (summarised in this report), in order to make its case that the CPOs should be made.
- In considering whether to make the CPOs the Human Rights Act 1998 applies. The relevant rights that have been considered are set out in Appendix 3.

SUSTAINABILITY IMPLICATIONS

None specifically identified.

BACKGROUND INFORMATION

Cabinet has previously approved “in principle” the making of a CPO in its report dated 6th November 2014

REPORT AUTHOR

Paul Weston, Head of Asset Management

LIST OF BACKGROUND PAPERS

APPENDICES

Appendix 1– CPO Area edged Black
Appendix 2 - Justification for CPO
Appendix 3 – Human Rights
Appendix 4 – Equalities Analysis

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Appendix 2 - Justification for CPO

The compulsory acquisition of any necessary interests in the Tinkers Green estate meet the tests for justification as set out in government guidance (Circular 06/04 including Appendix E) as follows:

There is a compelling case in the public interest, detailed as follows.

Constructed in the late 1960s, there has been significant deterioration of the buildings and public open space within the Tinkers Green estate, whilst its poor layout and configuration has given rise to increased vacancy of the shop units and encouraged the risk and perception of crime. The internal layout and size of the properties have proven unsuitable in meeting many tenants' needs, whilst poor accessibility and a lack of energy efficiency has also made the properties unpopular. Consequently, the estate has suffered from increased tenancy refusal rates, a high turnover of tenancies and poor sense of community, exacerbated by its negative perception as place to live amongst people living in the wider Tamworth area.

A plan of action to bring forward the regeneration of the Estate was identified in April 2012, following Cabinet approval of the Council's Housing Revenue Account Business Plan which included the delivery of area-based housing regeneration for struggling estates. The estate emerged as a priority area and feasibility work was completed in November 2012, establishing the business case and options for achieving comprehensive regeneration.

Local residents attending the public consultation events raised a number of issues affecting the Estate that they felt should be addressed as part of the regeneration proposals. Comments included the poor condition of the existing maisonette blocks on the estate, with flats being damp and difficult to heat; walkways and stairwells being misused, unsafe and not family-friendly and a prevalence of anti-social behaviour, exacerbated by the poor design and appearance of the estate.

The planning and design process which culminated in the Masterplan for which the Council has outline planning permission, has sought to address the evidenced need and the issues raised by local residents by way of the following:

- Replacing the 100 flats and maisonettes with 108 well-designed homes, with a significant proportion (67%) being traditional houses with gardens consisting of 2, 3 and 4 bedrooms;
- All properties will be outward facing and all routes are lined with properties to optimise surveillance and minimise the risk and perception of crime
- All new homes to be developed on the site are to be built to Sustainable Homes Code Level 4 standard where possible; this will ensure they are energy efficient, well insulated, and cheaper to run;

The scheme will therefore deliver qualitative and quantitative housing gain for Tamworth by contributing towards Tamworth's housing needs.

The CPO will facilitate the regeneration of the Tinkers Green Estate through the replacement of the existing poor quality housing with new homes of improved quality and design in an improved environment.

The CPO will enable the Council's planning proposals to be implemented, replacing the existing houses with high quality homes that design out crime, that are warmer and are where people will want to live, thereby helping address housing need in Tamworth. The existing properties will be replaced with houses that have more positive architectural features creating a better sense of place than currently exists.

The Council is only able to deliver the above public benefit, by acquisition of the remaining interests on the Estate and requires the CPO in order to be able to do this.

The unification of ownerships is necessary to enable the development to proceed. There would be no way to build the comprehensive development set out in the planning permission for the scheme without acquiring all of the outstanding interests in the Estate.

The Council owns most of the Estate already and is relocating the vast majority of the occupants of the Estate (as they are Council tenants) without CPO and only needs to acquire the remaining interests via CPO in order to be able to deliver a comprehensive scheme of 108 houses of significantly improved quality, delivering the benefits set out above.

Compulsory purchase is a last resort. The Council is endeavouring to acquire the remaining interests in the estate voluntarily and negotiations will continue. But, it is unlikely that it will be possible to acquire them by private agreement within a reasonable timescale. Uncertainty as to this timescale would hinder the regeneration proposals. Therefore CPO is necessary should voluntary negotiations not succeed, to ensure the regeneration proposals are delivered.

Compulsory purchase will enable the regeneration to take place in accordance with a managed programme, providing certainty for site assembly and the implementation of the scheme. This will enable the Council's regeneration objectives for the Order Lands and the Borough to be achieved. The use of compulsory purchase powers is therefore considered by the Council to be necessary and justifiable in the public interest.

The Council has a clear idea of how it intends to use the land as well as all necessary resources to acquire the outstanding interests and to deliver the development. The 2015/2016 HRA business plan approved by Cabinet on 19th February 2015 allocates a regeneration budget of £30.87 million for the Tinkers Green and Kerria Schemes, 75% of which (£23,152,500) is allocated specifically to Tinkers Green. Budget has been allocated within this overall

project budget to allow for the acquisition of land and property as outlined in the Cabinet report.

The scheme is unlikely to have any impediments to its implementation. An application for Outline planning permission was made on 23rd March 2015 and granted on 9th June 2015. It is anticipated that the preparation and submission of reserved matters will be undertaken in quarters 1 and 2 of 2016.

The development will be funded by the Council and it will be delivered through the selection of a housing developer via a procurement process. No other landowner within the Order Lands could deliver the comprehensive regeneration required on the Tinkers Green site and as will be delivered by the Council's proposal.

There is an identified need for new housing in Tamworth. The Borough is projected to experience a significant level of population growth and further, the supply of new housing has failed to keep up with rising demand which has created an imbalance in the market. The Strategic Housing Market Assessment update (2012) identified 1,953 households in Tamworth living in unsuitable housing and as at March 2015 there were 1,615 households registered for housing through Tamworth Borough Council's Finding a Home Choice Based Letting service.

The Local Plan sets out an objectively assessed housing need for 6,250 homes and sets a target of at least 4,250 dwellings to be delivered within the plan period (2011-2031) at an average of 170 units per annum.

Proposals for the Tinkers Green estate have been prepared in accordance with national, regional and local planning policy and have been subject to extensive public consultation.

National Policy:

The proposals for the Tinkers Green Estate are in accordance with the economic, social and environmental dimensions to sustainable development and the Core Planning Principles in the National Planning Policy Framework.

Local Plan:

The Tinkers Green Estate is identified as a Regeneration Priority Area within the emerging Tamworth Borough Local Plan (Pre-Submission Document – October 2014) and the proposals for the Estate are in line with the Local Plan as follows:-

- Policy SP5 which seeks to provide a range of affordable, adaptable and high quality housing that meets the needs of Tamworth residents.
- Policy SP10 which seeks to create safe, high quality places that deliver sustainable neighbourhoods in Tamworth

- Policy HG3 which states that the Regeneration Priority Areas will be the focus for regeneration which improves the physical environment and delivers economic and social renewal. Policy HG3 seeks to enhance the mix of housing available to meet local needs, provide new, energy efficient properties, provide local community facilities and services where opportunities are available, and provide development which is of a high quality design and contributes towards designing out crime and improving the attractiveness of an area.
- Policy HG4 seeks the provision of at least 1,000 affordable housing units over the plan period.

Other Policy considerations:

Redevelopment of the Estate will also support the objectives of the following non-statutory planning documents:

- Southern Staffordshire Housing Needs Study 2012 and 2014 Update
- Feasibility Study for Tinkers Green Estate (Tamworth Borough Council Housing and Health Directorate) 2012); and
- Statement of Consultation for Tinkers Green (2015).

Appendix 3 – The Human Rights Act 1998 and the European Convention on Human Rights

COMPULSORY PURCHASE - THE HUMAN RIGHTS ACTS 1998 AND THE EUROPEAN CONVENTION ON HUMAN RIGHTS

Section 6 Human Rights 1998 Act prohibits public authorities from acting in a way that is incompatible with the European Convention on Human Rights (“The Convention.”) There are 2 main articles of The Convention, which are applicable to the recommendations in this report.

ARTICLE 8

1. “Everyone has the right to respect for private and family life, his home and his correspondence.”
2. “There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others.

ARTICLE 1 of the FIRST PROTOCOL

“Every natural or legal person is entitled to the peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by law and by the general principles of international law.

The preceding provisions shall not, however, in any way impair the right of a State to enforce such laws as it deems necessary to control the use of property in accordance with the general interest or to secure the payment of taxes or other contributions or penalties. “

Guidance

Article 8 applies where a local authority is considering disturbing residents’ private and family lives and removing them from their homes. It may also be relevant where residents who, although not directly affected by removal or dispossession, suffer significant disruption to their lives as a consequence of the authority’s actions.

Article 1 of the First Protocol applies where a local authority is considering the use of CPO powers to acquire private interests, and where it is proposing to dispossess residents of their homes.

The approach to be taken to give effect to rights under The Convention is also reflected in paragraph 17 of ODPM Circular 06/2004:-

“A Compulsory Purchase Order should only be made where there is a compelling case in the public interest. An acquiring authority should be sure that the purposes for which it is making a Compulsory Purchase Order sufficiently justify interfering with the human rights of those with an interest in the land affected, having regard, in particular, to the provisions of Article 1 of the First Protocol to the European Convention on Human Rights and, in the case of a dwelling, Article 8 of the Convention”.

The European Court of Human Rights has recognised in the context of Article 1 of the First Protocol that “regard must be had to the fair balance that has to be struck between the competing interests of the individual and of the community as a whole”, i.e. compulsory purchase must be proportionate. Both public and private interests are to be taken into account in the exercise of the Council’s powers. Similarly, any interference with Article 8 rights must be “necessary in a democratic society” i.e. the proposed interference must be necessary. In pursuing a CPO, the Council has to carefully consider the balance to be struck between individual rights and the wider public interest having regarded also the availability of compensation for compulsory purchase.

Consideration of Human Rights Issues

Article 8(1) provides that everyone has the right to respect for his/her property but Article 8(2) allows the State to restrict the rights to respect for the property to the extent necessary in a democratic society and for certain listed public interest purposes e.g. public safety, economic well-being, protection of health and protection of the rights of others.

In considering Articles 8 and Article 1 of the First Protocol of The Convention in the context of dispossession and compulsory purchase, it is necessary to answer the following:

1. Does a right protected by these Articles apply?
2. Is the interference in accordance with law?
3. Does the interference pursue a legitimate aim?
4. Is the interference necessary in a democratic society?

Does a right protected by these Articles apply?

ARTICLE 1 of the FIRST PROTOCOL

“Every natural or legal person is entitled to the peaceful enjoyment of his possessions...”

Clearly the dispossession of an owner of their property through CPO and enforced rehousing will impinge on this right. Also, as a tenancy is a possession under this provision, the rights of tenants must be taken into consideration. The Council must therefore consider all the possible justifications for this interference as detailed in considerations (b), (c) and (d) set out below.

ARTICLE 8

Article 8.1 provides that everyone has the right to respect for his/her private and family life, home and correspondence. Article 8.2 allows the State to restrict these rights to respect to the extent necessary in a democratic society and for certain listed public interest purposes.

The essence of this right lies in the concept of respect for the home as a right to privacy, in the same context as private and family life and correspondence. Article 8.1 does not concern itself with the person's right to the peaceful enjoyment of their home as a possession; this is dealt with under Article 1 of the First Protocol.

Clearly Article 8 does apply and therefore it is necessary for the Council to consider the possible justifications for the interference (Article 8(2)) as follows:

Is the interference in accordance with law?

There is a clear legal basis for making the CPO under section 17 of the Housing Act 1985

Does the interference pursue a legitimate aim?

The CPO is necessary to implement a redevelopment scheme to which there is no impediment to implementation.

Is the interference necessary in a democratic society?

This requires a balanced judgement to be made between the public interest and the rights of individuals, and the rights and freedoms of others.

Conclusion

The Council has considered the effect of the above articles of The Convention and decided that, on balance, it is in the general public interest and of benefit to the community to make the CPO over and above the interest of the individuals affected.

Interference with Convention rights is considered by the Council to be justified. The Council in making this Order has had particular regard to meeting the alternative housing needs of the affected households, and the rights of individuals to compensation in accordance with the Land Compensation Act 1973 (as amended.) and the Land Compensation Act 1961 and Compulsory Purchase act 1965 is considered to be both necessary and proportionate in that the land to be acquired is the minimum to achieve this Scheme's objectives

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 Area authorised for CPO



Appendix 1

Title:

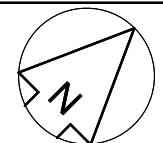
**Tinkers Green Estate
CPO Plan**

Scale: 1:1250 @ A3

Dwg number:

Ref: **TMWRTH_TK_CPO**

OS Licence:



Date: 17.06.2015

Drawn by: GJ

Rev:

Checked:



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Equality Impact Assessment Template

Name of policy/ procedure/ practice to be assessed	Compulsory Purchase Order – Tinkers Green Estate		Date of Assessment	24th June 2015	
Is this a new or existing policy/ procedure/ practice?	New Practice	Officer responsible for the Assessment	Paul Weston – Head of Asset Management	Department	Property Services
1. Briefly describe the aims, objectives and purpose of the policy/ procedure/ practice?	This is part of the overall Tinkers Green estate regeneration project and deals only with the compulsory purchase of that land and property required to deliver the regeneration works.				
2. Are there any associated policy/ procedure/ practice which should be considered whilst carrying out this equality impact assessment?	This is a sub-project of the Tinkers Green estate regeneration project.				
3. Who is intended to benefit from this policy/ procedure/ practice and in what way?	<p>The compulsory purchase order process is required in order to obtain land and property not currently in the ownership of Tamworth Borough Council; this will allow for the regeneration of the estate.</p> <p>The overall regeneration project will benefit the local community by providing additional social housing of a higher quality than is current on the estate.</p>				
4. What are the desired outcomes from this policy/ procedure/ practice?	The acquisition of land and property either through negotiation or compulsory purchase is necessary in order to enable the overall regeneration of the estate.				
5. What factors/ forces could contribute/ detract from the outcomes?	The compulsory purchase order process is a statutory arrangement and is subject to appeal and potentially public enquiry. Any appeal or enquiry will follow a statutory framework.				
6. Who are the main stakeholders in relation to	The wider community will benefit from the regeneration of the estate. The regeneration will provide additional social housing of a higher quality than currently exists.				

**the policy/ procedure/
practice?**

Individual property and land owners will be directly affected by the compulsory purchase order process.

<p>7. Which individuals/ groups have been/ will be consulted with on this policy/ procedure/ practice?</p>	<p>There has been extensive consultation with the wider community of the area affected. There has also been consultation as part of the planning process.</p> <p>In relation to those land and property owners directly affected by the Compulsory Purchase Order process there has been direct 1-2-1 consultation as the aim is to acquire their interests through negotiation without the need to use CPO powers.</p>		
<p>8. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact on racial groups?</p>	<p>¥</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>
<p>9. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact due to gender?</p>	<p>¥</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>
<p>10. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact due to them being transgender or transsexual?</p>	<p>¥</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>
<p>11. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact due to disability?</p>	<p>¥</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>

<p>12. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact due to sexual orientation?</p>	<p>≠</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>
<p>13. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact due to age?</p>	<p>Y</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p> <p>The potential exception to this is that in some cases business owners could be expected to face an extinguishment of their business on grounds of their age. This is set out in the CPO compensation code although it would only happen if the business owner decided not to continue their business or found themselves in a position where they were unable to continue their business. Efforts are being made to identify business opportunities for those businesses displaced by the regeneration project.</p>
<p>14. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact due to religious belief?</p>	<p>≠</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>
<p>15. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact on Gypsies/ Travellers?</p>	<p>≠</p>	<p>N</p>	<p>There are no Gypsies/Travellers with interests on the site and as such they would not be affected by the CPO process.</p>
<p>16. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact due to dependant/caring responsibilities?</p>	<p>≠</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>

<p>17. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact due to them having an offending past?</p>	<p>≠</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>
<p>18. Are there concerns that the policy/ procedure/ practice could have an impact on children or vulnerable adults?</p>	<p>≠</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>
<p>19. Does any of the differential impact identified cut across the equality strands (e.g. elder BME groups)?</p>	<p>≠</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>
<p>20. Could the differential impact identified in 8 – 19 amount to there being the potential for adverse impact in this policy/ procedure/ practice?</p>	<p>≠</p>	<p>N</p>	<p>The CPO process addresses the acquisition of property and takes no regard of the owners personal circumstances. There is a statutory framework for dealing with compensation under a CPO and this is applied to all affected parties. Each owner will be dealt with on an individual basis. The basic premise of the CPO process is that no person subject to CPO should be in a worse financial position than they would have been in had their land/property not been subject to a CPO.</p>
<p>21. Can this adverse impact be justified:</p> <ul style="list-style-type: none"> • on the grounds of promoting equality of opportunity for one group? • For any other reason? 	<p>Y</p>	<p>N</p>	<p>NOT APPLICABLE</p>

<p>22. As a result of carrying out the equality impact assessment is there a requirement for further consultation?</p>	<p>Y</p>	<p>N</p>	<p>Although there is no requirement for further consultation arising from the Impact Assessment there is an obligation under the CPO powers to continue consultation and negotiation with those directly affected. Failure to properly consult and or negotiate could compromise the CPO process in the event of an appeal or Public Enquiry. It is in the Council's interests to continue with negotiation as this is a more cost effective route to acquiring the interests than making use of the CPO powers</p>
<p>23. As a result of this EIA should this policy/ procedure/ practice be recommended for implementation in it's current state?</p>	<p>Y</p>	<p>N</p>	<p>The CPO process is essential for the delivery of the wider regeneration project. It is subject to a statutory framework and legislation.</p>

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