

**Notice of a public meeting of
Executive**

To: Councillors Aspden (Chair), Ayre, Craghill, D'Agorne, Mason, Runciman, Smalley, Waller and Widdowson

Date: Thursday, 18 August 2022

Time: 5.30 pm

Venue: The George Hudson Board Room - 1st Floor West Offices (F045)

A G E N D A

Notice to Members – Post Decision Calling In:

Members are reminded that, should they wish to call in any item* on this agenda, notice must be given to Democracy Support Group by **4:00 pm on Monday, 22 August 2022.**

*With the exception of matters that have been the subject of a previous call in, require Full Council approval or are urgent, which are not subject to the call-in provisions. Any called in items will be considered by the Customer and Corporate Services Scrutiny Management Committee.

1. Declarations of Interest

At this point in the meeting, Members are asked to declare any disclosable pecuniary interest or other registerable interest they might have in respect of business on this agenda, if they have not already done so in advance on the Register of Interests.

2. Public Participation

At this point in the meeting members of the public who have registered to speak can do so. Members of the public may speak on agenda items or on matters within the remit of the committee.

Please note that our registration deadlines have changed to 2 working days before the meeting, in order to facilitate the management of public participation at our meetings. The deadline for registering at this meeting is 5:00pm on Tuesday, 16 August 2022.

To register to speak please visit www.york.gov.uk/AttendCouncilMeetings to fill in an online registration form. If you have any questions about the registration form or the meeting, please contact Democratic Services. Contact details can be found at the foot of this agenda.

Webcasting of Public Meetings

Please note that, subject to available resources, this meeting will be webcast including any registered public speakers who have given their permission. The meeting can be viewed live and on demand at www.york.gov.uk/webcasts.

During coronavirus, we've made some changes to how we're running council meetings. See our coronavirus updates (www.york.gov.uk/COVIDDemocracy) for more information on meetings and decisions.

- 3. Forward Plan** (Pages 1 - 2)
To receive details of those items that are listed on the Forward Plan for the next two Executive meetings.
- 4. City Centre Access – Security Measures – Update Including Tender Return** (Pages 3 - 40)
The Corporate Director of Place to present a report which provides an update on the procurement of the Hostile Vehicle Measures Scheme and seeks approval for delegated authority to enter into a contract for the Scheme, and to bring forward the additional funding required.
- 5. Emergency Planning Shared Service Collaboration Agreement Between City of York Council and North Yorkshire County Council** (Pages 41 - 96)
The Director of Transport, Environment & Planning to present a report which seeks approval to continue the shared service approach to emergency planning between City of York Council and North Yorkshire County Council that has operated as a pilot scheme since August 2021.

6. 2022/23 Finance and Performance Monitor (Pages 97 - 138)

1

The Chief Finance Officer to present a report which provides details of the council's overall finance and performance position for the period covering 1 April 2022 to 30 June 2022, together with an overview of any emerging issues.

7. Capital Programme - Monitor 1 2022/23 (Pages 139 - 150)

The Chief Finance Officer to present a report which sets out the projected outturn position of the council's capital programme for 2022/23, including any under/over spends and adjustments, along with requests to re-profile budgets to and from current and future years.

8. Urgent Business

Any other business which the Chair considers urgent under the Local Government Act 1972.

Democratic Services officer:

Name: Fiona Young

Contact details:

- Telephone – (01904) 552030
- E-mail – fiona.young@york.gov.uk

For more information about any of the following please contact the Democratic Services Officer responsible for servicing this meeting:

- Registering to speak
- Business of the meeting
- Any special arrangements
- Copies of reports and
- For receiving reports in other formats

Contact details are set out above.

This information can be provided in your own language.

我們也用您們的語言提供這個信息 (Cantonese)

এই তথ্য আপনার নিজের ভাষায় দেয়া যেতে পারে। (Bengali)

**Ta informacja może być dostarczona w twoim
własnym języku. (Polish)**

Bu bilgiyi kendi dilinizde almanız mümkündür. (Turkish)

یہ معلومات آپ کی اپنی زبان (بولی) میں بھی مہیا کی جاسکتی ہیں۔ (Urdu)

 (01904) 551550

Forward Plan: Executive Meeting: 18 August 2022

Table 1: Items scheduled on the Forward Plan for the Executive Meeting on 15 September 2022

Title and Description	Author	Portfolio Holder
<p>Update on Community Asset Transfer Affecting Community and Parks Assets</p> <p>Purpose of Report</p> <p>To present the responses received, following publication of the Notices, under Section 123 of the Local Government Act 1972 for the disposal of council assets which are located within open spaces. Responses have been received in respect of properties at; 159 Mount Vale; 103 Heslington Road; Land at Mayfields South; Rowntree Park Tennis Pavilion & Land at Chapmans Pond.</p> <p>Executive will be asked to: note the comments received, and continue with the disposal of the assets.</p>	<p>Tim Bradley</p>	<p>Executive Member for Culture, Leisure & Communities and Executive Member for Finance & Performance</p>
<p>Director of Public Health Annual Report 2020-2022: York – The Pandemic Years</p> <p>Purpose of Report</p> <p>It is a statutory requirement for the Director of Public Health to produce an independent annual report on the health of the city. The report will be presented to Executive members, covering 2020-22 and with the theme of ‘York: The Pandemic Years’.</p> <p>Executive will be asked to: consider and note the report.</p>	<p>Sharon Stoltz</p>	<p>Executive Member for Health & Adult Social Care</p>
<p>Enhanced Partnership for Bus Services</p> <p>Purpose of Report</p> <p>To request approval for the York Enhanced Partnership Plan and Scheme, a binding statutory partnership agreement between the council and bus operators which will:</p> <ul style="list-style-type: none"> - replace the existing voluntary York Quality Bus Partnership; - act as the delivery scheme for the council’s Bus Service Improvement Plan; and - comply with the DfT requirement for BSIP recipients to have an Enhanced 	<p>Sam Fryers</p>	<p>Executive Member for Transport</p>

Title and Description	Author	Portfolio Holder
Partnership in place. Executive will be asked to: approve the final text of the York Enhanced Partnership Plan and Scheme, enabling it to take legal effect from 19th September.		
<p>Haxby Station – Update & Next Steps</p> <p>Purpose of Report</p> <p>To provide an update on the progress of the Haxby Station project, including:</p> <ul style="list-style-type: none"> • results of the public consultation undertaken earlier in 2022; • acceptance of additional £1.1m grant from government; • advice on the application to the Levelling Up Fund regarding enhanced sustainable transport access to the station; • advice on the next stages, including further commissioning of Network Rail; and seeking planning consent for construction (in principle) including procurement. 	Richard Holland	Executive Member for Transport

Table 2: Items scheduled on the Forward Plan for the Executive Meeting on 6 October 2022

None currently listed

Table 3: Items Slipped on the Forward Plan

None



Executive**18 August 2022**

Report of the Corporate Director of Place
Portfolio of the Executive Member for Transport

City Centre Access - Security Measures – update including tender return**Summary**

1. In November 2021, the Executive made the decision to remove as many vehicles as possible from accessing the footstreets during pedestrianised hours, following Police Counter Terrorism advice. Advice provided can be found in Annex A, with most recent advice from Counter Terrorism Policing in Annex B.
2. At the Executive meeting in January 2022, a number of recommendations were approved, including the confirmation that the Hostile Vehicle Mitigation measures should be installed at the perimeter of the new extended geography of the footstreets area. This allowed the detailed design, which is contained in Annex C to N, to be completed and the procurement of the Hostile Vehicle Measures ('the Scheme') to commence.
3. This report provides an update on the procurement of the Scheme. The proposed Scheme has recently been tendered and a price has been returned on 1st August, following a request for an extension of time by the contractor.
4. Recommendations are made concerning the available budget and for awarding the contract. The submitted bid along with associated costs represents a cost differential of £1.750M on the approved budget.
5. Part of the tender quality evaluation was to assess the time it would take to install the measures. Contractors were asked to install as much of the Scheme as possible before the Christmas 2022 moratorium on roadworks, which begins in late November.

6. The indicative programme of construction of the bollards is expected to take place in January to April 2023, commencing immediately after the Christmas break, due to the lead-in time for the manufacture of these and the utility diversions.

Recommendations

7. The Executive are recommended to:
 - 1) Note the general progress on the HVM Scheme.
 - 2) Delegate to the Director of Transport, Environment and Planning (in consultation with the Director of Governance or her delegated officers) the authority to accept the tender based on the evaluation criteria and to take such steps as are necessary to award and enter into the resulting contract.
 - 3) Note that the tender received was in excess of the available budget and approve an additional £1,750K to be funded by bringing forward funds from the 2026/27 Highways Maintenance capital programme to enable award of the contract and to meet the forecast for inflation and the utilities costs.

Reason: To enable the contract to be awarded in order to commence work to carry out advice received by Police and Security services to protect the city centre from a vehicle borne terrorist attack.

Background

8. The Government have laid out proposals for new counter terrorism “Protect Duty” legislation which will apply to large organisations, including local authorities responsible for public venues and public spaces, eg. public parks, beaches, thoroughfares, squares and pedestrianised areas. Owners and operators of these locations will be required to consider terrorist threat, assess the risk and consider and implement protective security and preparedness measures. This new legislation is due to be in place in 2023.
9. In 2018, the Council received advice from North Yorkshire Police and the Counter Terrorism Unit that it needed to consider new measures to reduce the risk of a vehicle as weapon attack in the footstreets,

particularly considering York's historic and narrow streets and high number of people visiting the city centre.

10. Particular vulnerabilities were identified in relation to the areas which host some of the city's largest seasonal events and were based on the targeting of similar events across Europe by terrorists. Risk Assessments have taken place annually through the multi-agency York Protect and Prepare Group convened under Safer York Partnership to drive forward an action plan to mitigate the threat of terrorism through local delivery of the Government's CONTEST strategy.
11. The advice seeks to only allow access within footstreet area for emergency response vehicles and has been reiterated multiple times (see annex a and b). Executive Members have also received briefings from National Security Advisors and MI5, whilst assessments continue to be reviewed and monitored.
12. At the November 2021 Executive meeting Supt. Mark Khan of North Yorkshire Police strongly supported the proposals due to the current terror risk level from a police perspective and confirmed that advice on anti-terror protection had shifted towards protecting publicly accessible land, with busy footstreets a priority.
13. In response to the counter terrorism advice in 2018, the Council in partnership with Make it York progressed temporary hostile vehicle mitigation measures for significant events in the footstreets.
14. In 2018, Executive authorised the continued use of temporary measures where deemed appropriate and authorised plans for less obtrusive permanent hostile vehicle mitigation measures.
15. At the same meeting, Executive also approved £1.187m of funding for the delivery of security measures, although this was not based upon the cost of the Scheme. It was acknowledged that this was a first phase of the works with the highest priority, with future phases to be determined.
16. In August 2019, Executive approved that the Scheme should be prepared for procurement for the first phase of HVM.
17. During the COVID pandemic, the geography of the footstreets was changed to provide space for social distancing and to create additional space for outdoor hospitality.
18. In October 2020, the Hostile Vehicle Mitigation project was put on hold in response to COVID and recognising that the changed geography of the

footstreets in response to COVID needed to be considered as part of the My City Centre engagement.

19. In November 2020, Executive initiated the formal process to consider making the extended footstreets permanent. £50k of funding was released to explore the feasibility of changing the Scheme to reflect the proposed new geography of extended footstreets as a single phase of Hostile Vehicle Mitigation.
20. In November 2021, following the formal process of statutory consultation, Executive approved the recommendation for the new footstreet geography to be made permanent.
21. In response to the decisions in November 2021, at the Executive meeting in January 2022, a number of decisions were taken relating to the security measures for the city centre. These included:
 - a) Approving the location of the measures at the perimeter of the new permanent footstreet geography.
 - b) An increase in the budget of £500k to a total of £1.832M to reflect the estimated cost of construction at that time.
 - c) Delegated authority to the Director of Environment, Transport and Planning to proceed with procurement of the Scheme and award a contract. However, as additional budget is required this needs to be considered by the Executive.
22. Given the current economic climate and the impact of any inflation rise, following advice from the Council's procurement officers, the contract has been drafted to proactively manage the inflationary risk by linking it to published national indices rather than a contractor's estimate.

Tender Return

23. The detailed design for the Scheme was completed in early June 2022 and tenders were then invited soon after. One tender was received for the Scheme in August 2022 and the tender evaluation process has been completed considering both quality and cost.
24. The current capital budget available for the whole project including inflation pressures, all project management costs, fees and utility diversions is £1,691k, of which £1,536k is currently uncommitted. The

price received for the works element shows that there is insufficient budget available. Utilities costs for diversion and protection of apparatus are currently estimated at £146k with potentially significant estimates being outstanding. A further £1.750M contribution is required in order to award the contract and further funding may be needed to cover inflation and the utilities costs.

25. There are a number of reasons for this:

- a) Technical reports from cost consultants confirm that the increased cost of steel and concrete, along with cost of living pressures and general inflation in the UK economy is driving the cost of construction up.
- b) The detailed design stage identified new products that better meet the assessment of risk at the specific locations in York and are reflected in the procurement.
- c) Despite every effort to design the scheme to avoid impacting utilities apparatus, some work to relocate and protect infrastructure is required, proposals and detailed costs for these works are being determined now that detailed design is complete.

26. The capital cost will include five years servicing and maintenance that is designed to ensure maximum functionality, reduce down time and inconvenience to users and to extend the life of the measures. This will also extend the warranty from 12 months to 24 months.

27. Whilst the detailed design is complete, work is on-going with the utilities companies to determine the alterations required to their apparatus to facilitate the proposals. All locations except one are affected, meaning that works can begin after Christmas 2022.

28. The Traffic Signals Asset Renewal scheme at the Parliament Street/Piccadilly junction will need to be coordinated with this scheme. There is an impact on the signals apparatus, including the requirement for a new controller to operate the sliding bollards alongside the traffic signals.

29. A communications plan is being developed to build upon the previous engagement with businesses and residents of the footstreets. This will ensure that users of the city centre are aware of the Scheme and how the construction programme will affect their normal access

arrangements. All residents and businesses directly affected by the works will be contacted and every effort made to reduce any impact whilst delivering the project as efficiently as possible.

30. The procedures and protocols for the access arrangements are being finalised following the confirmation of the removal of the majority of the exemptions that historically permitted access.

Temporary Measures for Christmas 2022

31. Temporary security measures will still be required for the Christmas period this year.
32. Last year the barriers cost circa £36k and the staffing cost £36k. At the July Executive funding for this temporary security was approved, managed within existing transport budgets.
33. Work has begun with MIY to coordinate proactive communications and engagement with affected businesses, outlining extent and operation of temporary measures, increased training for staff manning the barriers and most suitable access arrangements to support people navigating the new measures.
34. The Protect Duty would mean that in the absence of permanent protective security measures, there would be a need to provide temporary measures to protect all major events taking place in the city centre footstreets, or to scale back these events in the interests of public safety.

Analysis

35. Tenders were invited on 20 June 2022.
36. One tender was received.
37. The provisional programme that has been submitted suggests that some preliminary works may be possible the major construction will commence in January with completion in April.
38. Before the Director of Environment, Transport and Planning awards the contract as per the recommendation further work from cost consultants to validate that the tender prices presents value for money to the council has been instructed.

Council Plan

This report is supportive of the following outcomes in the Council Plan:

- creating homes and world-class infrastructure
- safe communities and culture for all
- open and effective council

Implications

Financial Implications

39. The Scheme has a capital budget of £1,691k of which £1,536k remains uncommitted. The headline costs of the scheme are estimated as follows

	£'000
Spend and commitments to date	155
Tender & Associated Works	2,837
Estimated utility costs	259
Fees and Client Costs	190
Total Cost	3,441

40. The cost of £3,441k is £1,750k above the current budget. It is proposed that this is funded by bringing forward £1,750k from the Highways Maintenance capital programme which currently totals £40m over 5 years. This would not affect the delivery of the 2022/23 highways schemes but would reduce budgets over the period 2023/24 to 2026/27. A review of the highways maintenance capital programme and required funding levels will then be undertaken as part of the 2023/24 budget process to consider future years requirements.

41. The estimated one-off £80k cost of temporary security measures for Christmas 2022 will be met from existing transport budgets.

Human Resources

42. There are no human resources implications.

One Planet Council / Equalities

43. An equalities impact assessment has been undertaken for the proposed Scheme and was included in the January 2022 report. The Council has

taken account of the Public Sector Equality Duty under Section 149 of the Equality Act 2010 (to have due regard to the need to eliminate discrimination, harassment, victimisation and any other prohibited conduct; advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it and foster good relations between persons who share a relevant protected characteristic and persons who do not share it in the exercise of a public authority's functions).

Legal and Procurement Implications

44. The Government confirmed in the Queen's Speech on 10 May 2022 that new counter terrorism "Protect Duty" legislation will become law in the next session of Parliament. The legislation will extend and apply across the UK and will require organisations, including Local Authorities, to take measures to protect the public from terrorist attacks. The main elements of the draft bill are:
 - Establishing a new requirements framework which requires those in control of certain public locations and venues to consider the threat from terrorism and implement appropriate and proportionate mitigation measures
45. Delivering an inspection and enforcement regime, which will seek to educate, advise, and ensure compliance with the Protect Duty.
46. The indications are that the deadline to reach minimum compliance could be May to November 2023.
47. A competitive procurement process has been carried out in accordance with the Council's Contract Procedure Rules and the Public Contracts Regulations 2015. One tender was received on 01 August 2022 and this has been evaluated in accordance with the evaluation criteria. Legal Services and the Procurement Team have been involved throughout the preparatory period to provide both legal and commercial advice. Inflationary pressures on materials and issues with supply chains are a big concern for bidders at the moment with the events of the past two years and we have sought to manage this risk in the contract whilst being commercially realistic.
48. The Police have a power to request, and the Council an obligation to implement any anti terrorism traffic regulation order which may inhibit any vehicle access to an area.

Crime and Disorder

49. The Scheme is primarily to protect crowded spaces in the core city centre from vehicle as a weapon attack. The security advice referenced above and found in annex a and b confirms the importance of this project, and the security services confirm the proposals are proportionate to the current risk.
50. The measures will also manage access to the city centre by effectively preventing vehicles from driving in the area, in contravention of the traffic orders, except where specifically permitted to do so.

Risk Management

51. The scheme is in response to managing the risk of a terrorist attack as advised by the Police and Security Services.
52. In compliance with the council's risk management strategy a risk register is maintained for the project. The main risks concerning utility diversions remain and could lead to delay and increased Scheme costs. The risks are being managed to reduce these as far as possible but work with the utility companies is on-going whilst planning to begin construction as soon as practically possible.

Annexes

- Annex A - Previous Police advice
- Annex B – Latest Police advice
- Annex C – HVM overview map
- Annex D – Parliament Street detail
- Annex E – High Ousegate detail
- Annex F – Lendal detail
- Annex G – Blake Street detail
- Annex H – Colliergate detail
- Annex I – The Shambles detail
- Annex J – Goodramgate detail
- Annex K – Coppergate detail
- Annex L – Minster Gate detail
- Annex M – St Andrewgate detail
- Annex N – High Petergate detail

Contact Details

Author:

Gary Frost

**Major Transport Projects
Manager**

Transport Department
Tel No. 07795 237879

Catherine Higgins
Senior Transport Project
Manager
07717 513393

Chief Officer Responsible for the report:

James Gilchrist

**Assistant Director for Transport,
Highways & Environment**

Report **Date** 10/08/2022
Approved

Specialist Implications Officer(s) List information for all

Financial Implications
Patrick Looker
Finance Manager
Tel No.551633

Legal Implications
Cathryn Moore
Corporate Business Partner (Legal)
Tel No. 552487

Wards Affected:

Guildhall

For further information please contact the author of the report

Background Papers:

Executive Report – November 2021, January 2022
Executive Member for Transport Decision Session – March 2022

List of Abbreviations Used in this Report

CYC – City of York Council
HVM – Hostile Vehicle Mitigation

Annex A

Our ref: LR/SR

Your ref:

Date: 17 August 2018

Name and address: Mary Weastell
Chief Executive
City of York Council
West Officers
Station Rise
York
YO1 6GA



Dear Mary,

North Yorkshire Police support for Hostile Vehicle Mitigation (HVM) measures

Thank you for the recent invitation to meet Executive Members which took place on Monday 6th August 2018. Following my attendance, I would like to place on record my support, on behalf of North Yorkshire Police, in relation to the proposed HVM measures planned for the City of York.

As I am sure you are aware, the national threat level remains at severe. This means that a terrorist attack is highly likely and any attack is likely to come without notice. Further, there has been a clear shift in attack methodology, from complex pre-planned coordinated attacks such as those seen at the World Trade Center to the more recent attacks on mainland Europe and those in the United Kingdom where attack planning is very basic, including the use of hire vehicles and knives as weapons.

Public spaces are currently the most favoured locations because they have ready access to a large number of potential victims. York has very tight streets where there are large crowds of people regularly going about their daily business. Any attack carried out by a vehicle is therefore likely to result in multiple fatalities and many significant injuries.

Currently there are no suitable vehicle mitigation measures in York. My colleague, Superintendent Mark Khan, a specialist Security Coordinator, is of the opinion that this is an unacceptable risk for the city to carry. I would echo this view, especially when we, as public authorities, have responsibilities in relation to the European Convention of Human Rights (ECHR). This is particularly relevant when Article 2, The Right to Life, is considered as this article places a positive duty on the state (i.e. public bodies) to protect life.

Hostile vehicle mitigation can work in two ways. It can be a visible deterrent and also a physical barrier. I am therefore in full support of the proposed measures and look forward to continuing to support City of York Council as this work moves forward.

Yours sincerely

Superintendent Lindsey Robson
Area Commander York & Selby



PO BOX 9 Laburnum Road, Wakefield WF1 3QP
0113 3954 020

10th August 2022

Dear James,

I am writing in my capacity of Regional Counter Terrorism Security Manager for CTPNE and in response to a request around the Hostile Vehicle Mitigation (HVM) scheme being considered in York.

I would firstly like to point out that the threat from terrorism remains at SUBSTANTIAL meaning an attack is likely and the response level commensurate to that threat is Heightened. The threat picture includes threats from Self-Initiated Terrorists (Lone Actors), low technology / low sophistication methodologies, the inclusion of mental health issues and an ever changing and unpredictable landscape. This means potential targets and locations are unpredictable and a venue, location or site could be chosen dependent on the radicalisation journey, the ideological cause and stability of a potential attacker. The last few years have seen several no notice attacks.

In the North East we are currently involved in a national pilot called the Zones pilot. This is linked to a national Publicly Accessible Locations (PALs) project involving several Government Departments, the Home Office and the National Counter Terrorism Security Office (NaCTSO) considering the future of Protect and Prepare delivery and is running alongside the Protect Duty consultation, which is currently being drafted at a ministerial level, expected to go before parliament over the coming months. This will make the consideration of certain CT related security measures a legal duty.

The plans that have been developed in York have been done so with the consideration of a range of stake holders including CTPNE through the Protect and Prepare Group (PaPG) that has been established over several years. This model for consideration of P and P has been highlight as best practice nationally and is at the heart of the current Zones pilot in the North East. The group has evolved to a point it has representation from a broad range of those with a vested interest in keeping York safe including North Yorkshire Police and local business.

We are working with a number of Local Authorities who are making difficult decisions in times of uncertainty, but I am satisfied that the proposals for HVM in York are evidence based and proportionate to the current threat. They were formulated with the

support of specialist teams and will support the longer term safeguarding of the city and its ability to reduce vulnerabilities.

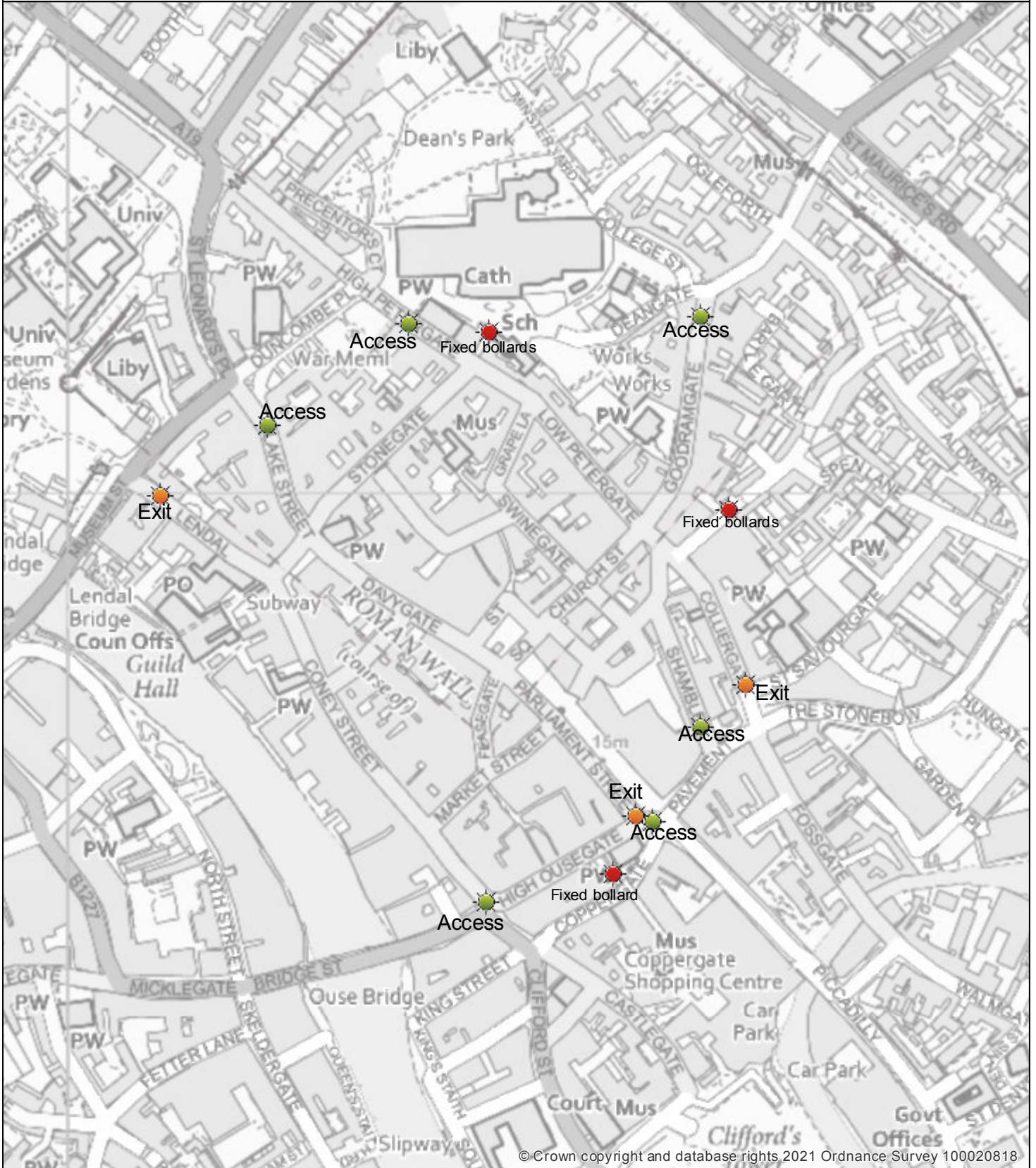
Sadly, there is no such thing as absolute protection, but evidence tells us that where measures are in place to deter, detect and delay terrorist attacks, that threat is significantly reduced as the impact of having to manage and recover from such an attack can be devastating to not only people's lives, but the local economy and wider societal issues.

In summary, CTPNE support the current proposals for HVM in York.

Yours Sincerely,

Danny Groiser
Regional CTSA Manager
CTPNE

HVM location plan



© Crown copyright and database rights 2021 Ordnance Survey 100020818

Date: 26 Nov 2021

Author: City of York Council

Scale: 1:4,000

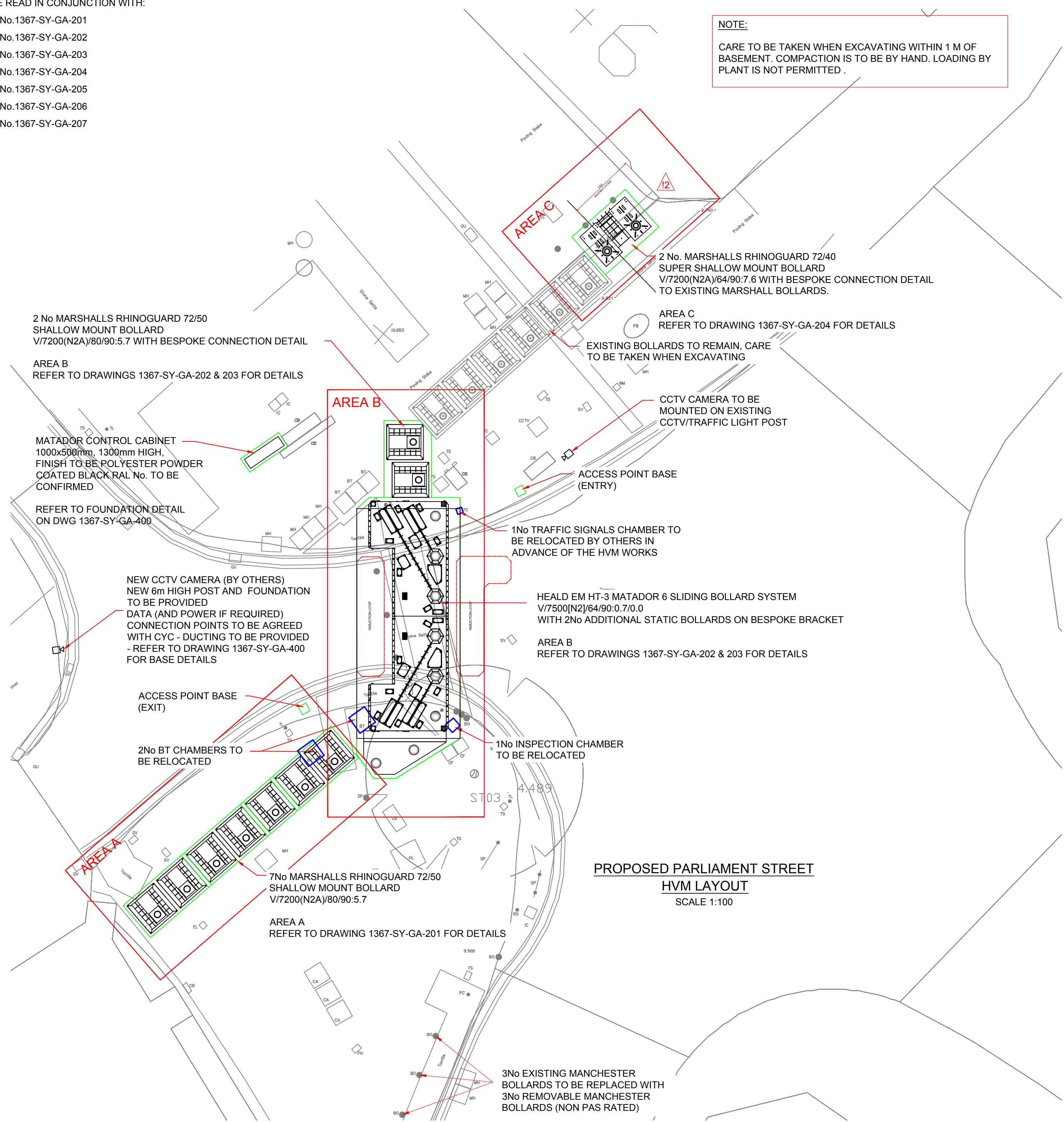


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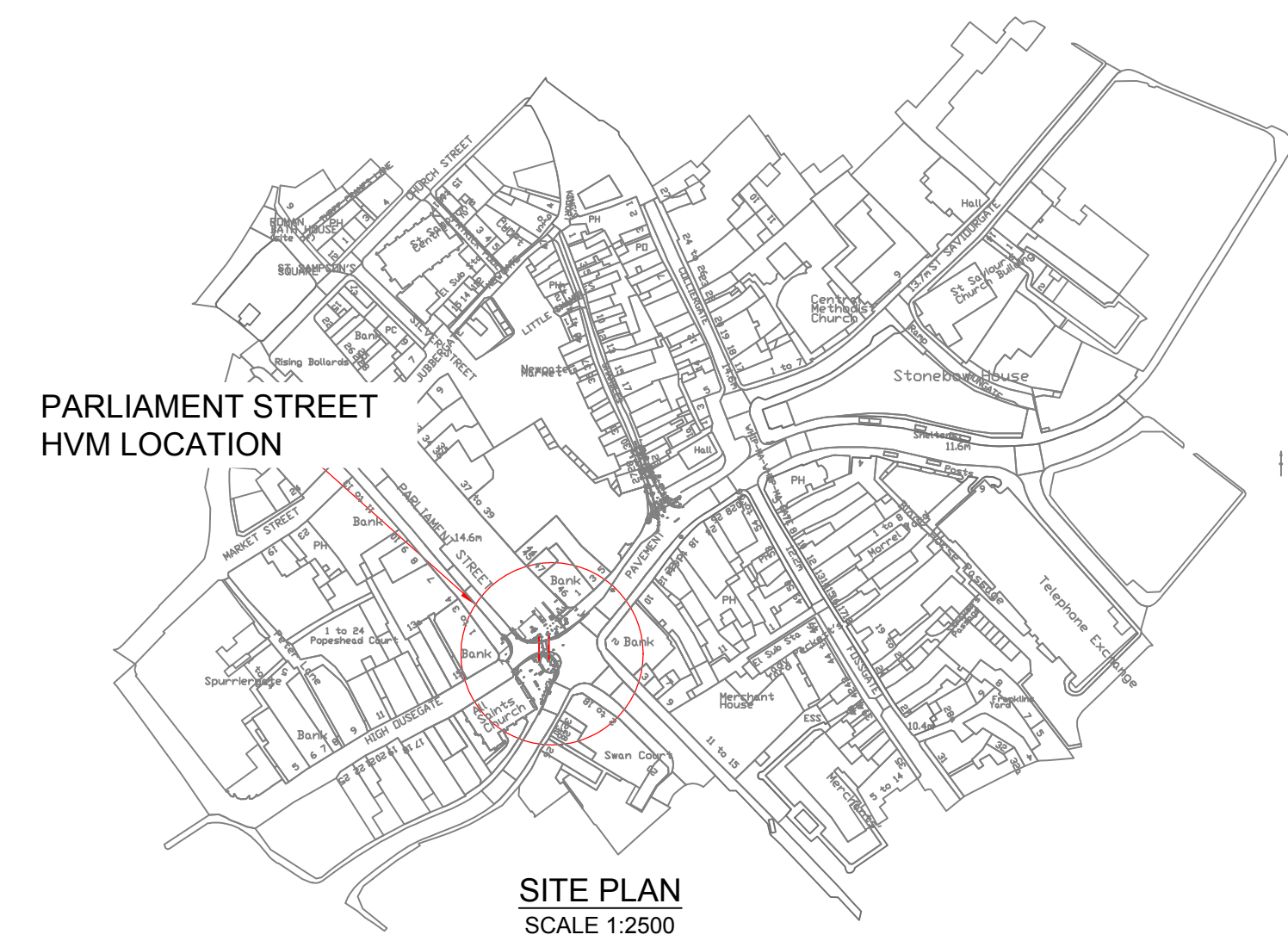
TO BE READ IN CONJUNCTION WITH:

- DWG No.1367-SY-GA-201
- DWG No.1367-SY-GA-202
- DWG No.1367-SY-GA-203
- DWG No.1367-SY-GA-204
- DWG No.1367-SY-GA-205
- DWG No.1367-SY-GA-206
- DWG No.1367-SY-GA-207

NOTE:
CARE TO BE TAKEN WHEN EXCAVATING WITHIN 1 M OF BASEMENT. COMPACTION IS TO BE BY HAND. LOADING BY PLANT IS NOT PERMITTED.



**PROPOSED PARLIAMENT STREET
HVM LAYOUT**
SCALE 1:100



SITE PLAN
SCALE 1:2500

- NOTES**
- GENERAL**
1. DO NOT SCALE FROM THIS DRAWING.
 2. ANY QUERIES ARE TO BE REFERRED BACK TO THE ENGINEER FOR CLARIFICATION.
- CONCRETE**
3. ALL CONCRETE IN ACCORDANCE WITH BS 8500.
 4. CONCRETE DESIGNATED MIX: AS PER BOLLARD MANUFACTURERS SPECIFICATION. NO ADMIXTURE IS TO BE USED WITHOUT THE ENGINEERS PERMISSION.
 5. SHOULD THE AIR TEMPERATURE RISE ABOVE 30°C OR FALL BELOW 5°C, SPECIAL PRECAUTIONS ARE TO BE TAKEN, ALL TO ENGINEER'S APPROVAL.
 6. ANY SOFT SPOTS WITHIN THE GROUND REMOVED AND BACKFILLED WITH TYPE 1 FILL MATERIAL. PRIOR TO PLACING OF BLINDING CONCRETE. FILL MATERIAL WELL COMPACTED IN 300mm LAYERS.
 7. CURING TO BE DONE FOR AT LEAST 7 DAYS PRIOR TO ANY LOADING BEING APPLIED TO THE FOUNDATION.
 8. REINFORCEMENT BARS TO BE HIGH YIELD STEEL TO CURRENT BS 4449, FABRIC REINFORCEMENT TO BS 4483.
 9. REINFORCEMENT SCHEDULING TO BS 8666.
 10. REINFORCEMENT AS PER BOLLARD MANUFACTURERS SPECIFICATION.
 11. REINFORCEMENT LAP LENGTHS ARE TO BE A MINIMUM OF 72 D UNLESS OTHERWISE NOTED.
 12. ALL MATERIAL AND WORKMANSHIP IN ACCORDANCE WITH RECOMMENDATIONS OF BS 8110.
- BOLLARDS**
13. PRODUCTS TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS GUIDELINES AND REQUIREMENTS.
 14. FOUNDATIONS PROVIDED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
 15. ALL BOLLARD PRODUCTS TO BE SUCCESSFULLY IMPACT TESTED TO PAS 68 / IWA 14
 16. THE GAP BETWEEN BOLLARD CORES SHALL BE NO MORE THAN 1200mm AT 600mm ABOVE FINISHED GROUND LEVEL.
 17. SHROUD MATERIAL: STAINLESS STEEL
 18. SHROUD FINISH TO BE AGREED WITH THE CLIENT
 19. SHROUD TO HAVE 50mm REFLECTIVE BAND
- ROOT PROTECTION**
20. HAND DIGGING TO BE CARRIED OUT IN ALL ROOT PROTECTION ZONES. ALL EXPOSED ROOTS ARE TO REMAIN. ROOTS TO BE PROTECTED AND PROVIDED WITH HESSIAN WRAP AND A SPLIT DUCT. THE ROOT IS NOT TO COME IN CONTACT WITH THE CONCRETE AT ANY TIME. ANY QUERIES TO BE REFERRED TO THE TREE SPECIALIST.

A	31.05.22	TENDER ISSUE	MJH	SLP	
REV	DATE	DESCRIPTION	BY	CHKD	APVD

CONTRACT NAME:
YORK CITY CENTRE HVM SCHEME

CLIENT:
CITY OF YORK COUNCIL

D.J. Goode & Associates Ltd.
Consulting Civil Engineers.
The Old Control Tower,
Lavenham Airfield,
Old Bury Road,
Alpheton,
Sudbury, Suffolk,
CO10 9BT.

Tel: 01284 827472
Email: p1@djgoode.co.uk

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DRAWN BY:	DATE:	CHECKED BY:	DATE:	APPROVED BY:	DATE:
MJH	24.03.22	SLP	08.04.22		
SIGNED:		SIGNED:		SIGNED:	

DRAWING TITLE:
**PARLIAMENT STREET HVM SCHEME
PROPOSED LAYOUT**

SCALE:	DRAWING STATUS:	PROTECTIVE MARKING:
1:100 @ A1	TENDER	
DRAWING NUMBER:		REV:
1367-SY-GA-200		A

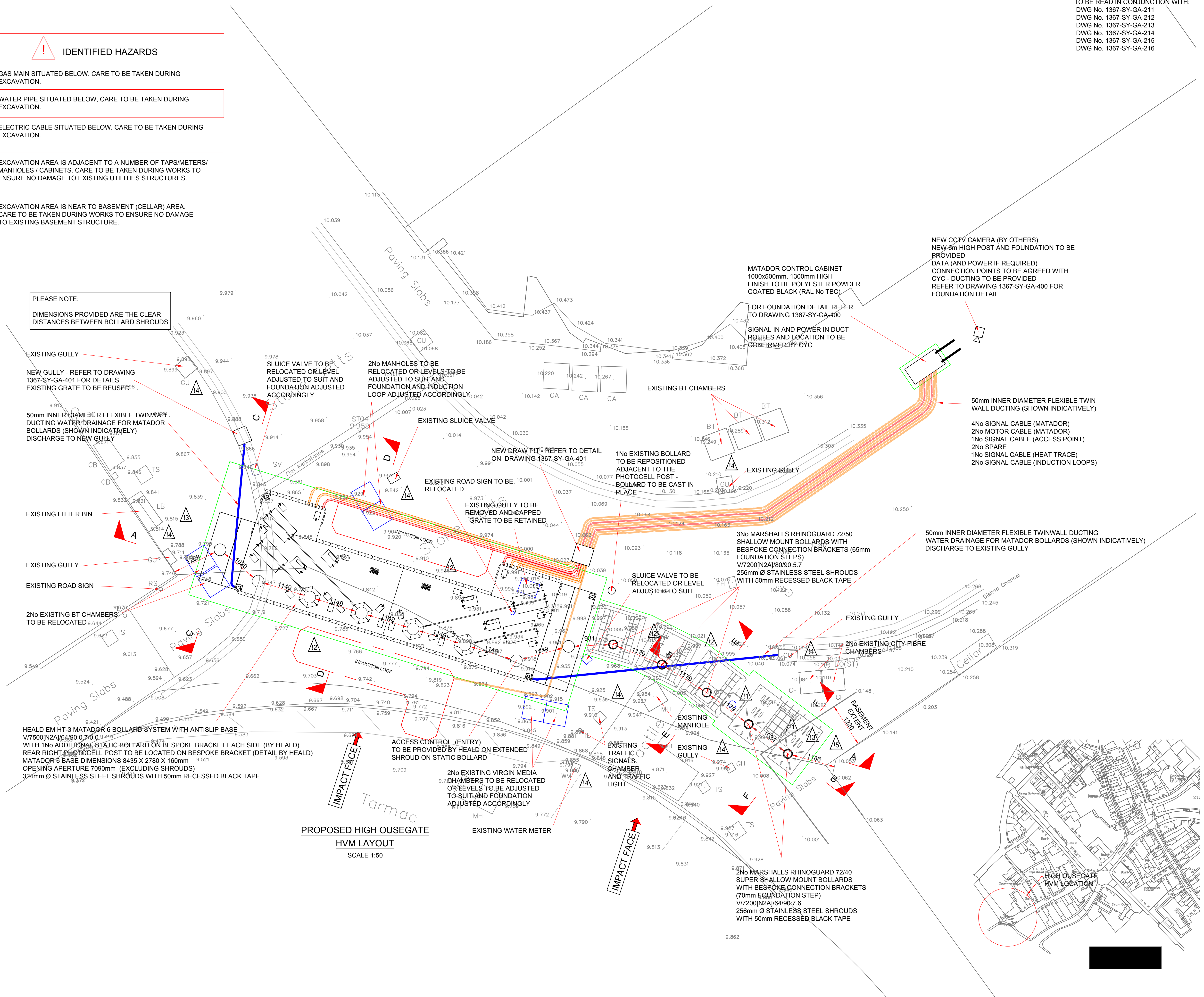
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IDENTIFIED HAZARDS	
1.	GAS MAIN SITUATED BELOW. CARE TO BE TAKEN DURING EXCAVATION.
2.	WATER PIPE SITUATED BELOW. CARE TO BE TAKEN DURING EXCAVATION.
3.	ELECTRIC CABLE SITUATED BELOW. CARE TO BE TAKEN DURING EXCAVATION.
4.	EXCAVATION AREA IS ADJACENT TO A NUMBER OF TAPS/METERS/ MANHOLES / CABINETS. CARE TO BE TAKEN DURING WORKS TO ENSURE NO DAMAGE TO EXISTING UTILITIES STRUCTURES.
5.	EXCAVATION AREA IS NEAR TO BASEMENT (CELLAR) AREA. CARE TO BE TAKEN DURING WORKS TO ENSURE NO DAMAGE TO EXISTING BASEMENT STRUCTURE.

TO BE READ IN CONJUNCTION WITH:
 DWG No. 1367-SY-GA-211
 DWG No. 1367-SY-GA-212
 DWG No. 1367-SY-GA-213
 DWG No. 1367-SY-GA-214
 DWG No. 1367-SY-GA-215
 DWG No. 1367-SY-GA-216

- NOTES**
- GENERAL**
- DO NOT SCALE FROM THIS DRAWING.
 - ANY QUERIES ARE TO BE REFERRED BACK TO THE ENGINEER FOR CLARIFICATION.
- CONCRETE**
- ALL CONCRETE IN ACCORDANCE WITH BS 8500.
 - CONCRETE DESIGNATED MIX: AS PER BOLLARD MANUFACTURERS SPECIFICATION. NO ADMIXTURE IS TO BE USED WITHOUT THE ENGINEERS PERMISSION.
 - SHOULD THE AIR TEMPERATURE RISE ABOVE 30°C OR FALL BELOW 5°C, SPECIAL PRECAUTIONS ARE TO BE TAKEN, ALL TO ENGINEER'S APPROVAL.
 - ANY SOFT SPOTS WITHIN THE GROUND REMOVED AND BACKFILLED WITH TYPE 1 FILL MATERIAL. PRIOR TO PLACING OF BLINDING CONCRETE. FILL MATERIAL WELL COMPACTED IN 300mm LAYERS.
 - CURING TO BE DONE FOR AT LEAST 7 DAYS PRIOR TO ANY LOADING BEING APPLIED TO THE FOUNDATION.
 - REINFORCEMENT BARS TO BE HIGH YIELD STEEL TO CURRENT BS 4449, FABRIC REINFORCEMENT TO BS 4483.
 - REINFORCEMENT SCHEDULING TO BS 8666.
 - REINFORCEMENT AS PER BOLLARD MANUFACTURERS SPECIFICATION.
 - REINFORCEMENT LAP LENGTHS ARE TO BE A MINIMUM OF 72 D UNLESS OTHERWISE NOTED.
 - ALL MATERIAL AND WORKMANSHIP IN ACCORDANCE WITH RECOMMENDATIONS OF BS 8110.
- BOLLARDS**
- PRODUCTS TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS GUIDELINES AND REQUIREMENTS.
 - FOUNDATIONS PROVIDED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
 - ALL BOLLARD PRODUCTS TO BE SUCCESSFULLY IMPACT TESTED TO PAS 68 / IWA 14
 - THE GAP BETWEEN BOLLARD CORES SHALL BE NO MORE THAN 1200mm AT 600mm ABOVE FINISHED GROUND LEVEL.
 - SHROUD MATERIAL: STAINLESS STEEL
 - SHROUD FINISH TO BE AGREED WITH THE CLIENT
 - SHROUD TO HAVE 50mm REFLECTIVE BAND

PLEASE NOTE:
 DIMENSIONS PROVIDED ARE THE CLEAR DISTANCES BETWEEN BOLLARD SHROUDS



PROPOSED HIGH OUSEGATE HVM LAYOUT
 SCALE 1:50

REV	DATE	DESCRIPTION	BY	CHKD	APVD
A	06.06.22	TENDER ISSUE	MJH	SLP	

CONTRACT NAME:
CITY OF YORK COUNCIL

CLIENT:
CITY OF YORK COUNCIL

D.J. Goode & Associates Ltd.
 Consulting Civil Engineers.
 The Old Control Tower,
 Lavenham Airfield,
 Old Bury Road,
 Alpheton,
 Sudbury, Suffolk,
 CO10 9BT.

Tel: 01284 827472
 Email: p1@djgoode.co.uk



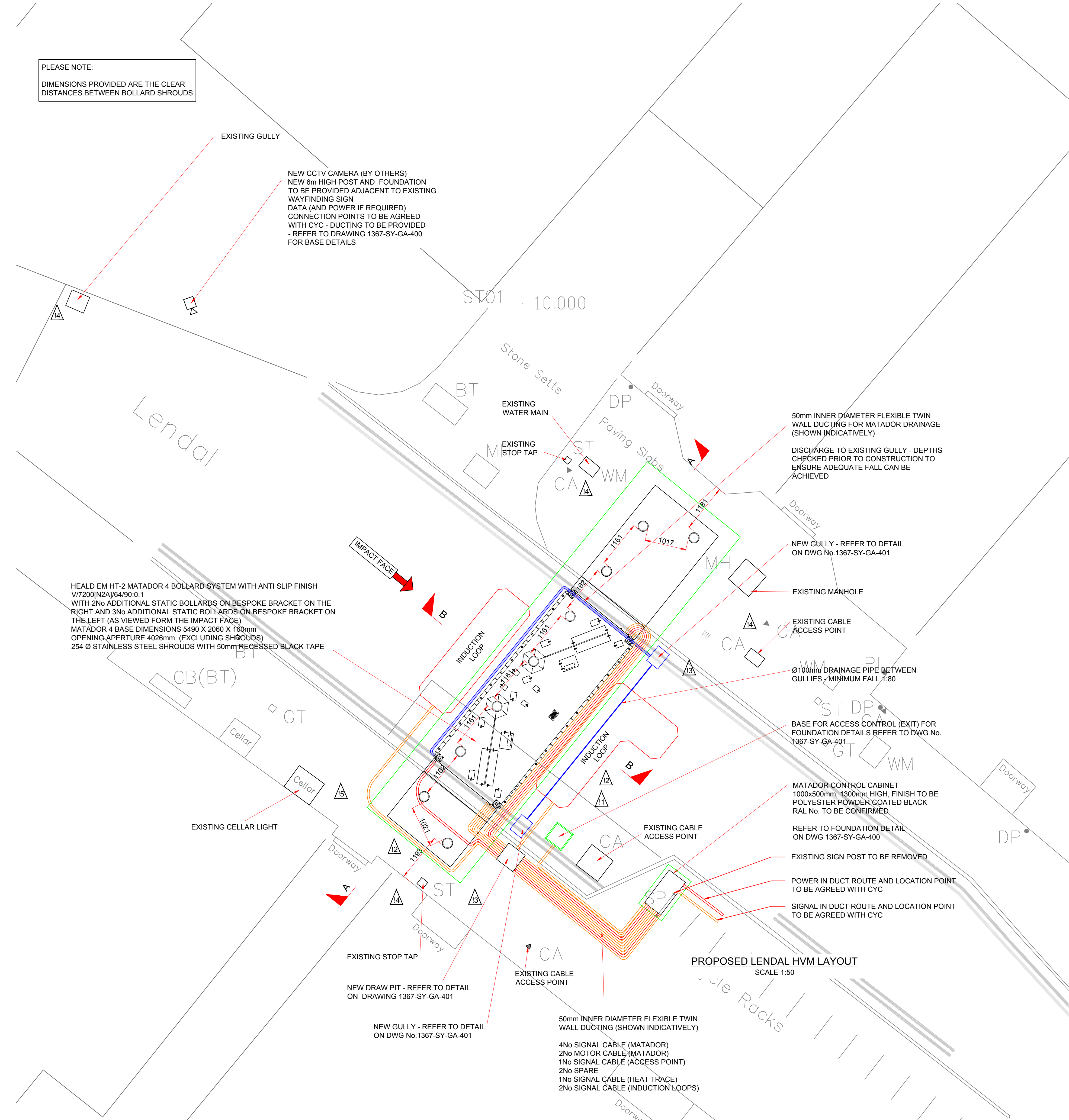
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MJH	08.04.22	SLP	05.05.22		
SIGNED:		SIGNED:		SIGNED:	

DRAWING TITLE:
**HIGH OUSEGATE HVM SCHEME
 PROPOSED LAYOUT**

SCALE:	DRAWING STATUS:	PROTECTIVE MARKING:
1:50 @ A1	TENDER	
DRAWING NUMBER: 1367-SY-GA-210		REV: A

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PLEASE NOTE:
DIMENSIONS PROVIDED ARE THE CLEAR DISTANCES BETWEEN BOLLARD SHROUDS



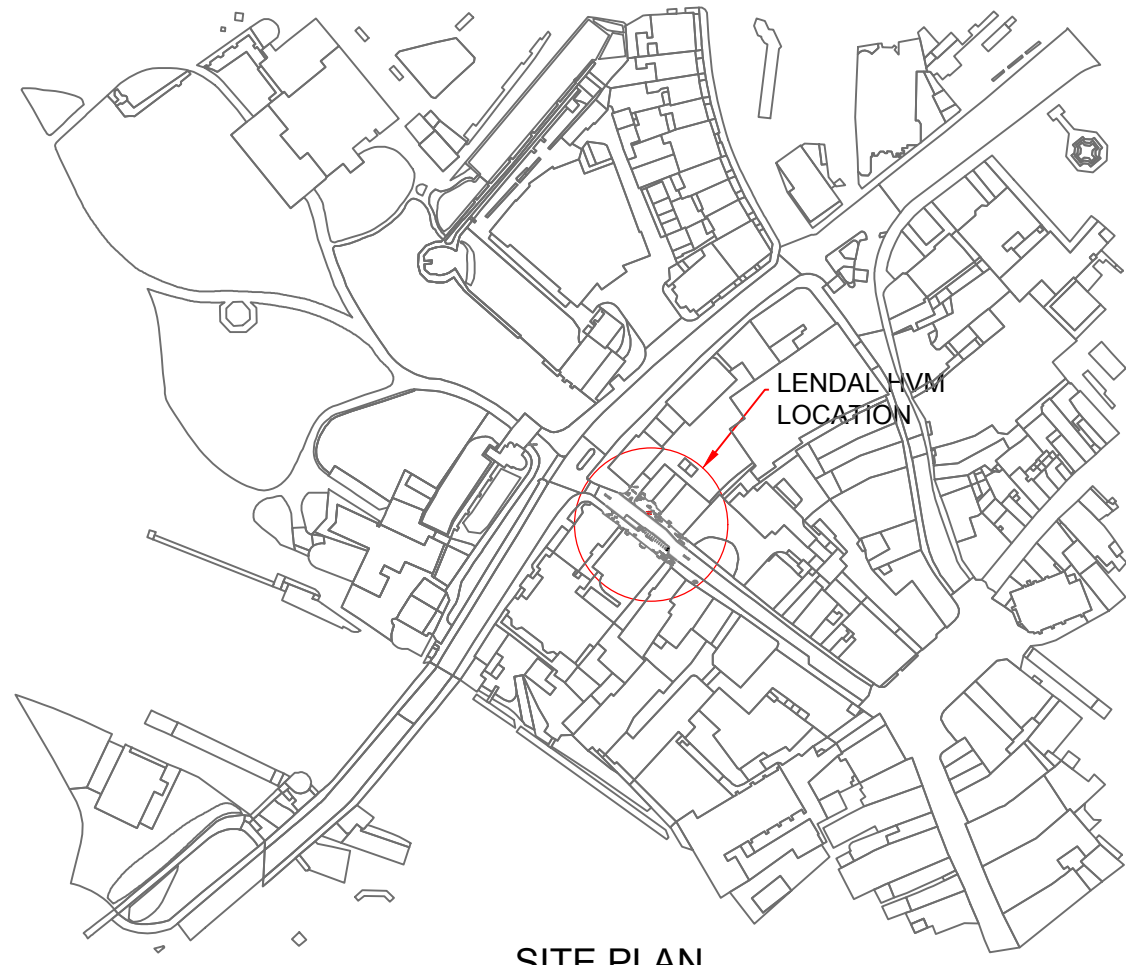
TO BE READ IN CONJUNCTION WITH:
DWG No. 1367-SY-GA-221
DWG No. 1367-SY-GA-222
DWG No. 1367-SY-GA-223
DWG No. 1367-SY-GA-224

IDENTIFIED HAZARDS	
1.	GAS MAIN SITUATED BELOW. CARE TO BE TAKEN DURING EXCAVATION.
2.	WATER PIPE SITUATED BELOW. CARE TO BE TAKEN DURING EXCAVATION.
3.	ELECTRIC CABLE SITUATED BELOW. CARE TO BE TAKEN DURING EXCAVATION.
4.	EXCAVATION AREA IS ADJACENT TO A NUMBER OF TAPS/ WATER METER AND MANHOLE. CARE TO BE TAKEN DURING WORKS TO ENSURE NO DAMAGE TO EXISTING UTILITIES STRUCTURES.
5.	EXCAVATION AREA IS ADJACENT TO BASEMENT (CELLAR) AREA. CARE TO BE TAKEN DURING WORKS TO ENSURE NO DAMAGE TO EXISTING BASEMENT STRUCTURE.

- NOTES**
- GENERAL**
- DO NOT SCALE FROM THIS DRAWING.
 - ANY QUERIES ARE TO BE REFERRED BACK TO THE ENGINEER FOR CLARIFICATION.
- CONCRETE**
- ALL CONCRETE IN ACCORDANCE WITH BS 8500.
 - CONCRETE DESIGNATED MIX: AS PER BOLLARD MANUFACTURERS SPECIFICATION. NO ADMIXTURE IS TO BE USED WITHOUT THE ENGINEERS PERMISSION.
 - SHOULD THE AIR TEMPERATURE RISE ABOVE 30°C OR FALL BELOW 5°C, SPECIAL PRECAUTIONS ARE TO BE TAKEN, ALL TO ENGINEER'S APPROVAL.
 - ANY SOFT SPOTS WITHIN THE GROUND REMOVED AND BACKFILLED WITH TYPE 1 FILL MATERIAL. PRIOR TO PLACING OF BLINDING CONCRETE. FILL MATERIAL WELL COMPACTED IN 300mm LAYERS.
 - CURING TO BE DONE FOR AT LEAST 7 DAYS PRIOR TO ANY LOADING BEING APPLIED TO THE FOUNDATION.
 - REINFORCEMENT BARS TO BE HIGH YIELD STEEL TO CURRENT BS 4449, FABRIC REINFORCEMENT TO BS 4483.
 - REINFORCEMENT SCHEDULING TO BS 8666.
 - REINFORCEMENT AS PER BOLLARD MANUFACTURERS SPECIFICATION.
 - REINFORCEMENT LAP LENGTHS ARE TO BE A MINIMUM OF 72 D UNLESS OTHERWISE NOTED.
 - ALL MATERIAL AND WORKMANSHIP IN ACCORDANCE WITH RECOMMENDATIONS OF BS 8110.
- BOLLARDS**
- PRODUCTS TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS GUIDELINES AND REQUIREMENTS.
 - FOUNDATIONS PROVIDED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
 - ALL BOLLARD PRODUCTS TO BE SUCCESSFULLY IMPACT TESTED TO PAS 68 / IWA 14
 - THE GAP BETWEEN BOLLARD CORES SHALL BE NO MORE THAN 1200mm AT 600mm ABOVE FINISHED GROUND LEVEL.
 - SHROUD MATERIAL: STAINLESS STEEL
 - SHROUD FINISH TO BE AGREED WITH THE CLIENT
 - SHROUD TO HAVE 50mm REFLECTIVE BAND

HEAD EM HT-2 MATADOR 4 BOLLARD SYSTEM WITH ANTI SLIP FINISH V/7200(N2A)/64/90:0.1 WITH 2No ADDITIONAL STATIC BOLLARDS ON BESPOKE BRACKET ON THE RIGHT AND 3No ADDITIONAL STATIC BOLLARDS ON BESPOKE BRACKET ON THE LEFT (AS VIEWED FROM THE IMPACT FACE) MATADOR 4 BASE DIMENSIONS 5490 X 2060 X 160mm OPENING APERTURE 4026mm (EXCLUDING SHROUDS) 254 Ø STAINLESS STEEL SHROUDS WITH 50mm RECESSED BLACK TAPE

PROPOSED LENDAL HVM LAYOUT
SCALE 1:50



SITE PLAN
SCALE 1:2500

REV	DATE	DESCRIPTION	BY	CHKD	APVD
A	07.06.22	TENDER ISSUE	MJH	SLP	

CONTRACT NAME:
CITY OF YORK COUNCIL

CLIENT:
CITY OF YORK COUNCIL

D.J. Goode & Associates Ltd.
Consulting Civil Engineers.
The Old Control Tower,
Lavenham Airfield,
Old Bury Road,
Alpheton,
Sudbury, Suffolk,
CO10 9BT.
Tel: 01284 827472
Email: p1@djgoode.co.uk

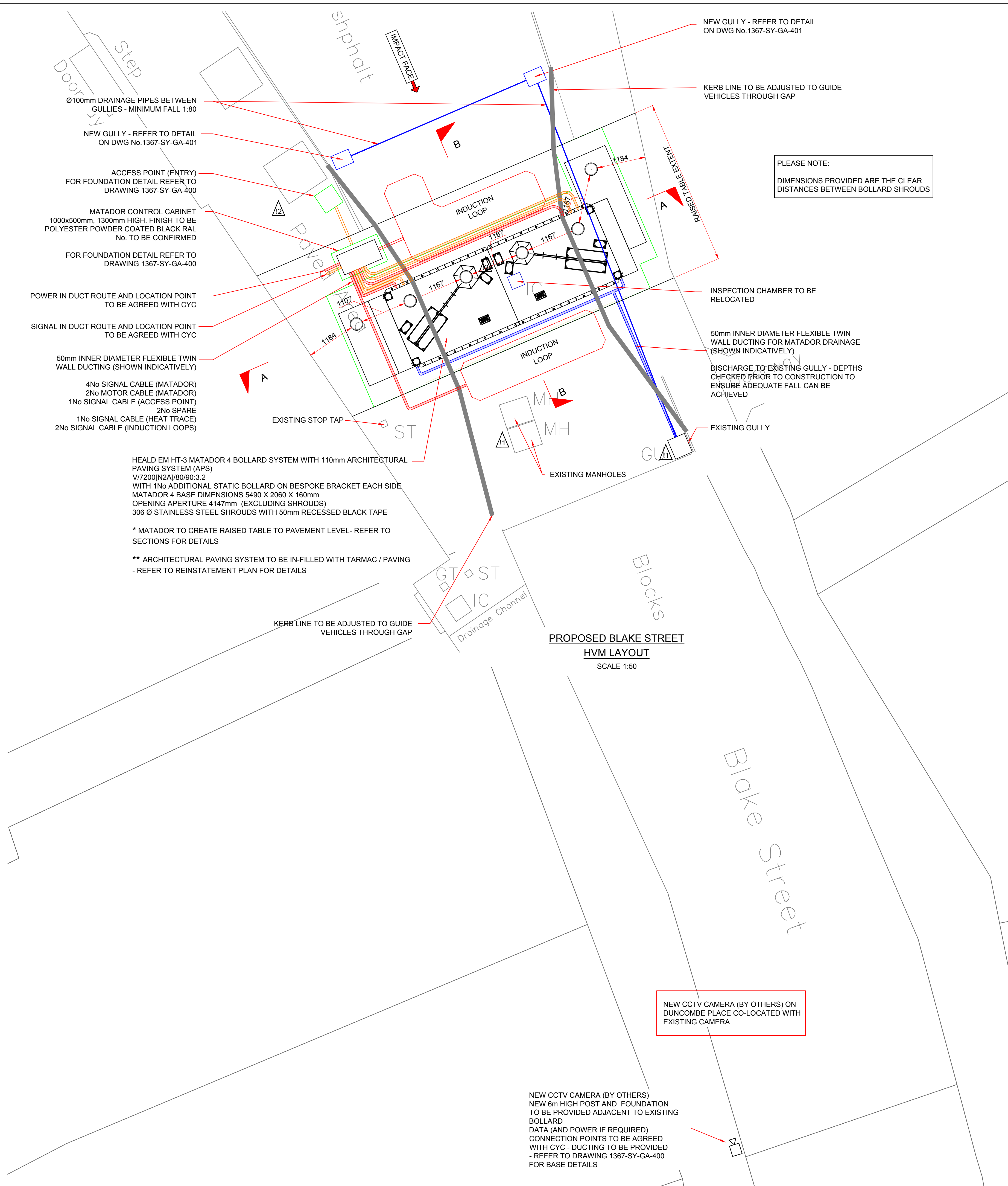


DRAWN BY:	DATE:	CHECKED BY:	DATE:	APPROVED BY:	DATE:
MJH	04.03.22	SLP	24.04.22		
SIGNED:		SIGNED:		SIGNED:	

DRAWING TITLE:
**LENDAL HVM SCHEME
PROPOSED LAYOUT**

SCALE:	DRAWING STATUS:	PROTECTIVE MARKING:
1:50 @ A1	TENDER	
DRAWING NUMBER: 1367-SY-GA-220	REV: A	

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PLEASE NOTE:
DIMENSIONS PROVIDED ARE THE CLEAR DISTANCES BETWEEN BOLLARD SHROUDS

TO BE READ IN CONJUNCTION WITH:
DWG No. 1367-SY-GA-231
DWG No. 1367-SY-GA-232
DWG No. 1367-SY-GA-233

IDENTIFIED HAZARDS	
1.	GAS MAIN SITUATED BELOW. CARE TO BE TAKEN DURING EXCAVATION.
2.	GAS PIPE SITUATED WITHIN ROAD, CARE TO BE TAKEN DURING EXCAVATION.
3.	WATER PIPE SITUATED WITHIN ROAD, CARE TO BE TAKEN DURING EXCAVATION.
4.	EXCAVATION AREA IS ADJACENT TO A NUMBER OF TAPS/ WATER METER AND MANHOLE. CARE TO BE TAKEN DURING WORKS TO ENSURE NO DAMAGE TO EXISTING UTILITIES STRUCTURES.

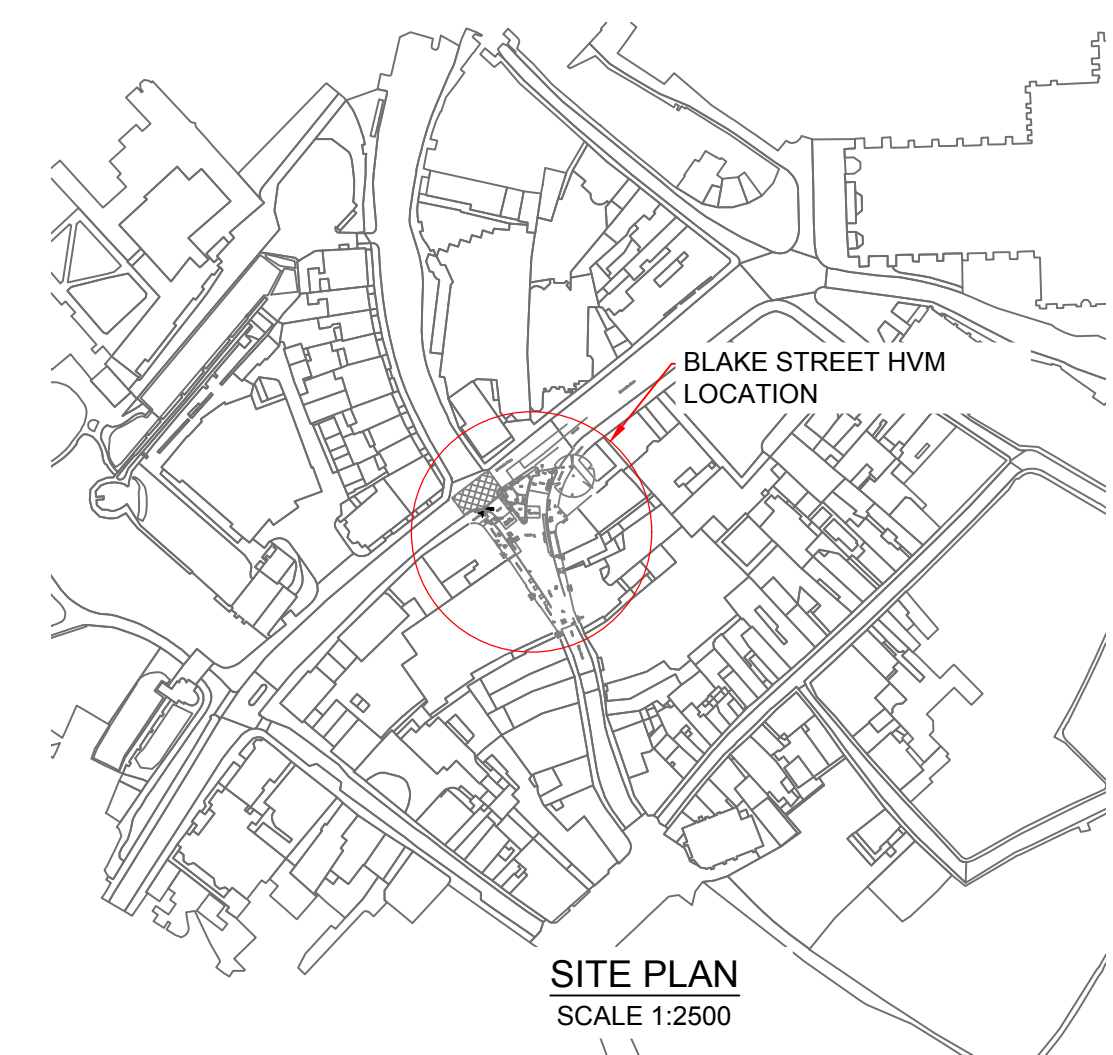
- NOTES**
- GENERAL**
- DO NOT SCALE FROM THIS DRAWING.
 - ANY QUERIES ARE TO BE REFERRED BACK TO THE ENGINEER FOR CLARIFICATION.
- CONCRETE**
- ALL CONCRETE IN ACCORDANCE WITH BS 8500.
 - CONCRETE DESIGNATED MIX: AS PER BOLLARD MANUFACTURERS SPECIFICATION. NO ADMIXTURE IS TO BE USED WITHOUT THE ENGINEERS PERMISSION.
 - SHOULD THE AIR TEMPERATURE RISE ABOVE 30°C OR FALL BELOW 5°C, SPECIAL PRECAUTIONS ARE TO BE TAKEN, ALL TO ENGINEER'S APPROVAL.
 - ANY SOFT SPOTS WITHIN THE GROUND REMOVED AND BACKFILLED WITH TYPE 1 FILL MATERIAL. PRIOR TO PLACING OF BLINDING CONCRETE. FILL MATERIAL WELL COMPACTED IN 300mm LAYERS.
 - CURING TO BE DONE FOR AT LEAST 7 DAYS PRIOR TO ANY LOADING BEING APPLIED TO THE FOUNDATION.
 - REINFORCEMENT BARS TO BE HIGH YIELD STEEL TO CURRENT BS 4449, FABRIC REINFORCEMENT TO BS 4483.
 - REINFORCEMENT SCHEDULING TO BS 8666.
 - REINFORCEMENT AS PER BOLLARD MANUFACTURERS SPECIFICATION.
 - REINFORCEMENT LAP LENGTHS ARE TO BE A MINIMUM OF 72 D UNLESS OTHERWISE NOTED.
 - ALL MATERIAL AND WORKMANSHIP IN ACCORDANCE WITH RECOMMENDATIONS OF BS 8110.
- BOLLARDS**
- PRODUCTS TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS GUIDELINES AND REQUIREMENTS.
 - FOUNDATIONS PROVIDED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
 - ALL BOLLARD PRODUCTS TO BE SUCCESSFULLY IMPACT TESTED TO PAS 68 / IWA 14
 - THE GAP BETWEEN BOLLARD CORES SHALL BE NO MORE THAN 1200mm AT 600mm ABOVE FINISHED GROUND LEVEL.
 - SHROUD MATERIAL: STAINLESS STEEL
 - SHROUD FINISH TO BE AGREED WITH THE CLIENT
 - SHROUD TO HAVE 50mm REFLECTIVE BAND

HEALD EM HT-3 MATADOR 4 BOLLARD SYSTEM WITH 110mm ARCHITECTURAL PAVING SYSTEM (APS)
V7200(N2A)/80/90:3.2
WITH 1No ADDITIONAL STATIC BOLLARD ON BESPOKE BRACKET EACH SIDE
MATADOR 4 BASE DIMENSIONS 5490 X 2060 X 160mm
OPENING APERTURE 4147mm (EXCLUDING SHROUDS)
306 Ø STAINLESS STEEL SHROUDS WITH 50mm RECESSED BLACK TAPE

* MATADOR TO CREATE RAISED TABLE TO PAVEMENT LEVEL- REFER TO SECTIONS FOR DETAILS

** ARCHITECTURAL PAVING SYSTEM TO BE IN-FILLED WITH TARMAC / PAVING - REFER TO REINSTATEMENT PLAN FOR DETAILS

**PROPOSED BLAKE STREET
HVM LAYOUT**
SCALE 1:50



A	07.06.22	TENDER ISSUE	MJH	SLP	
REV	DATE	DESCRIPTION	BY	CHKD	APVD
CONTRACT NAME: CITY OF YORK COUNCIL					
CLIENT: CITY OF YORK COUNCIL					
D.J. Goode & Associates Ltd. Consulting Civil Engineers. The Old Control Tower, Lavenham Airfield, Old Bury Road, Alpheton, Sudbury, Suffolk, CO10 9BT. Tel: 01284 827472 Email: p1@djgoode.co.uk © D.J. Goode & Associates Ltd. 2020					
DRAWN BY:	DATE:	CHECKED BY:	DATE:	APPROVED BY:	DATE:
MJH	04.03.22	SLP	08.04.22		
SIGNED:		SIGNED:		SIGNED:	
DRAWING TITLE: BLAKE STREET HVM SCHEME PROPOSED LAYOUT					
SCALE:	DRAWING STATUS:	PROTECTIVE MARKING:			
1:50 @ A1	TENDER				
DRAWING NUMBER: 1367-SY-GA-230	REV: A				

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TO BE READ IN CONJUNCTION WITH:
 DWG No. 1367-SY-GA-261
 DWG No. 1367-SY-GA-262
 DWG No. 1367-SY-GA-263

IDENTIFIED HAZARDS	
1.	GAS PIPE BELOW. CARE TO BE TAKEN DURING EXCAVATION
2.	WATER PIPE BELOW. CARE TO BE TAKEN DURING EXCAVATION
3.	EXCAVATION AREA IS ADJACENT TO MANHOLE AND AN EXISTING GULLY. CARE TO BE TAKEN DURING WORKS TO ENSURE NO DAMAGE TO EXISTING UTILITIES STRUCTURES
4.	CARE TO BE TAKEN WHEN EXCAVATING NEAR UNDERGROUND OBSTRUCTION. COMPACTION OF FILL TO BE BY HAND. NO LOADING BY PLANT WITHIN 1M.

NOTES

GENERAL

- DO NOT SCALE FROM THIS DRAWING.
- ANY QUERIES ARE TO BE REFERRED BACK TO THE ENGINEER FOR CLARIFICATION.

CONCRETE

- ALL CONCRETE IN ACCORDANCE WITH BS 8500.
- CONCRETE DESIGNATED MIX: AS PER BOLLARD MANUFACTURERS SPECIFICATION. NO ADMIXTURE IS TO BE USED WITHOUT THE ENGINEERS PERMISSION.
- SHOULD THE AIR TEMPERATURE RISE ABOVE 30°C OR FALL BELOW 5°C, SPECIAL PRECAUTIONS ARE TO BE TAKEN, ALL TO ENGINEER'S APPROVAL.
- ANY SOFT SPOTS WITHIN THE GROUND REMOVED AND BACKFILLED WITH TYPE 1 FILL MATERIAL. PRIOR TO PLACING OF BLINDING CONCRETE. FILL MATERIAL WELL COMPACTED IN 300mm LAYERS.
- CURING TO BE DONE FOR AT LEAST 7 DAYS PRIOR TO ANY LOADING BEING APPLIED TO THE FOUNDATION.
- REINFORCEMENT BARS TO BE HIGH YIELD STEEL TO CURRENT BS 4449, FABRIC REINFORCEMENT TO BS 4483.
- REINFORCEMENT SCHEDULING TO BS 8666.
- REINFORCEMENT AS PER BOLLARD MANUFACTURERS SPECIFICATION.
- REINFORCEMENT LAP LENGTHS ARE TO BE A MINIMUM OF 72 D UNLESS OTHERWISE NOTED.
- ALL MATERIAL AND WORKMANSHIP IN ACCORDANCE WITH RECOMMENDATIONS OF BS 8110.

BOLLARDS

- PRODUCTS TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS GUIDELINES AND REQUIREMENTS.
- FOUNDATIONS PROVIDED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
- ALL BOLLARD PRODUCTS TO BE SUCCESSFULLY IMPACT TESTED TO PAS 68 / IWA 14
- THE GAP BETWEEN BOLLARD CORES SHALL BE NO MORE THAN 1200mm AT 600mm ABOVE FINISHED GROUND LEVEL.
- SHROUD MATERIAL: STAINLESS STEEL
- SHROUD FINISH TO BE AGREED WITH THE CLIENT
- SHROUD TO HAVE 50mm REFLECTIVE BAND

A	10.06.22	TENDER ISSUE	MJH	SLP	
REV	DATE	DESCRIPTION	BY	CHKD	APVD

CONTRACT NAME:
CITY OF YORK COUNCIL

CLIENT:
CITY OF YORK COUNCIL

D.J. Goode & Associates Ltd.
 Consulting Civil Engineers.
 The Old Control Tower,
 Lavenham Airfield,
 Old Bury Road,
 Alpheton,
 Sudbury, Suffolk,
 CO10 9BT.
 Tel: 01284 827472
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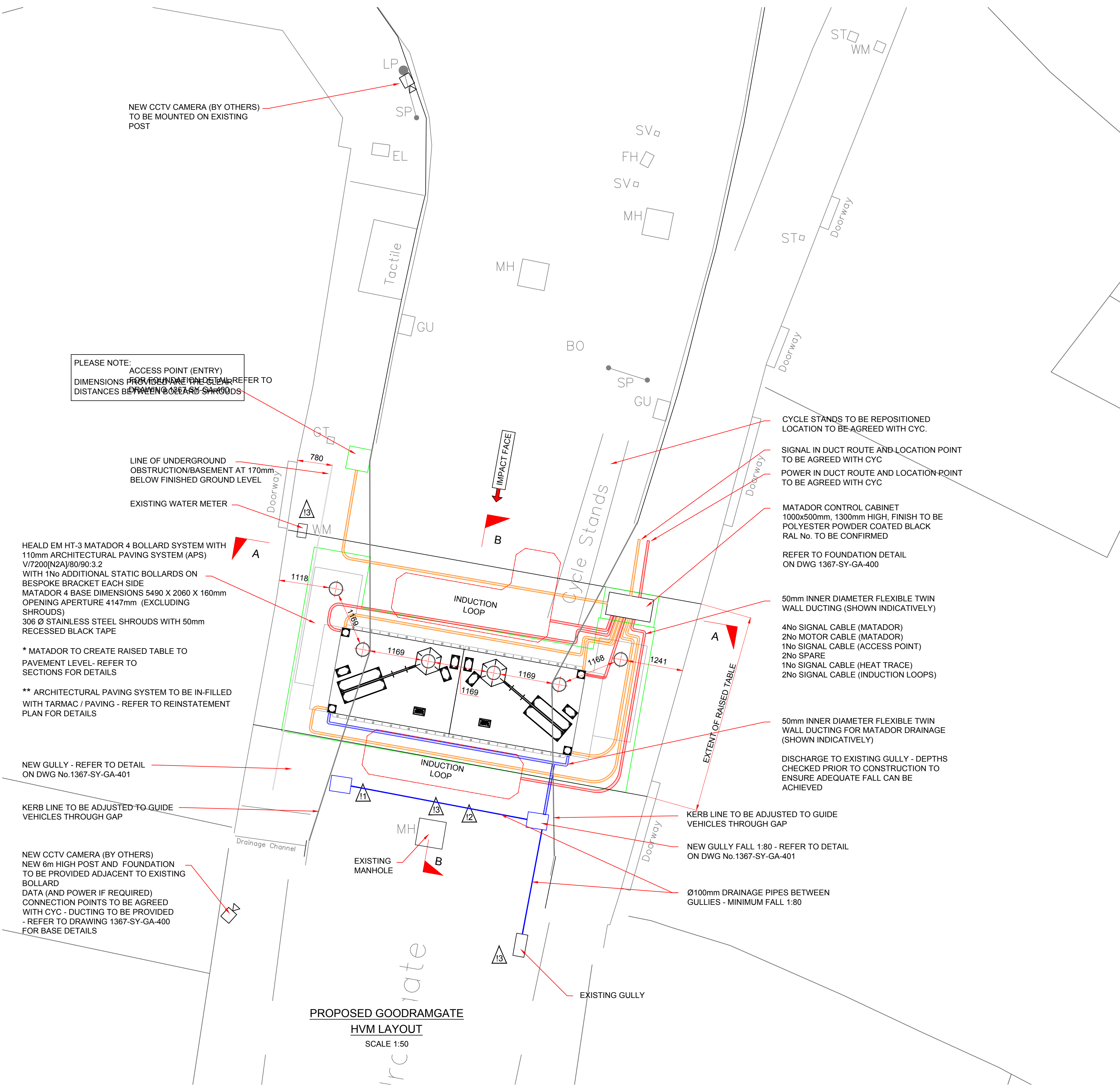
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DRAWN BY:	DATE:	CHECKED BY:	DATE:	APPROVED BY:	DATE:
MJH	02.03.22	SLP	08.04.22		
SIGNED:		SIGNED:		SIGNED:	

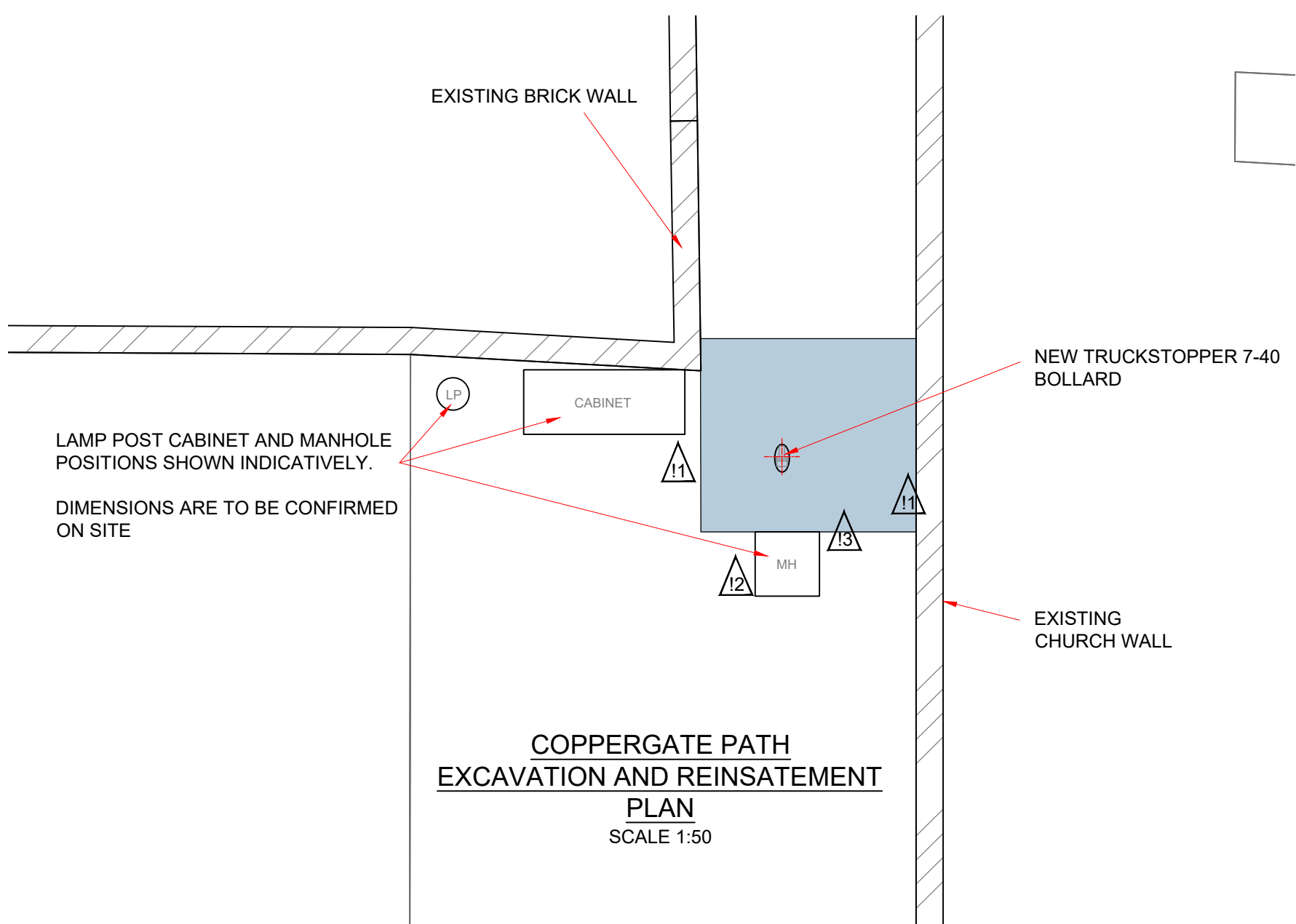
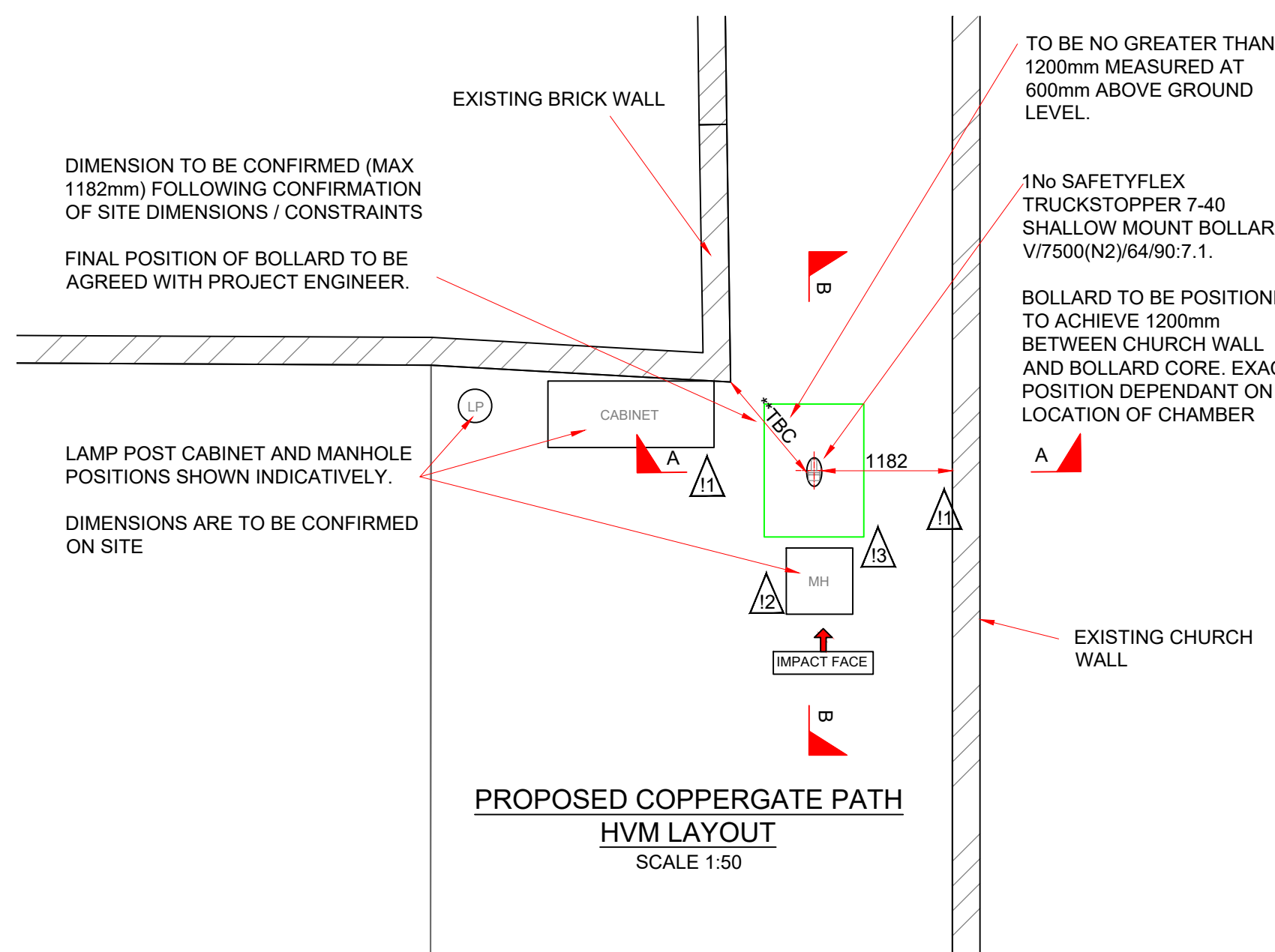
DRAWING TITLE:
**GOODDRAMGATE HVM SCHEME
 PROPOSED LAYOUT**

SCALE:	DRAWING STATUS:	PROTECTIVE MARKING:
1:50 @ A1	TENDER	

DRAWING NUMBER:	REV:
1367-SY-GA-260	A



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TOTAL EXCAVATION = 1.8m³
PAVEMENT AREA = YORK STONE PAVING SLABS
UNKNOWN GROUND MAKEUP

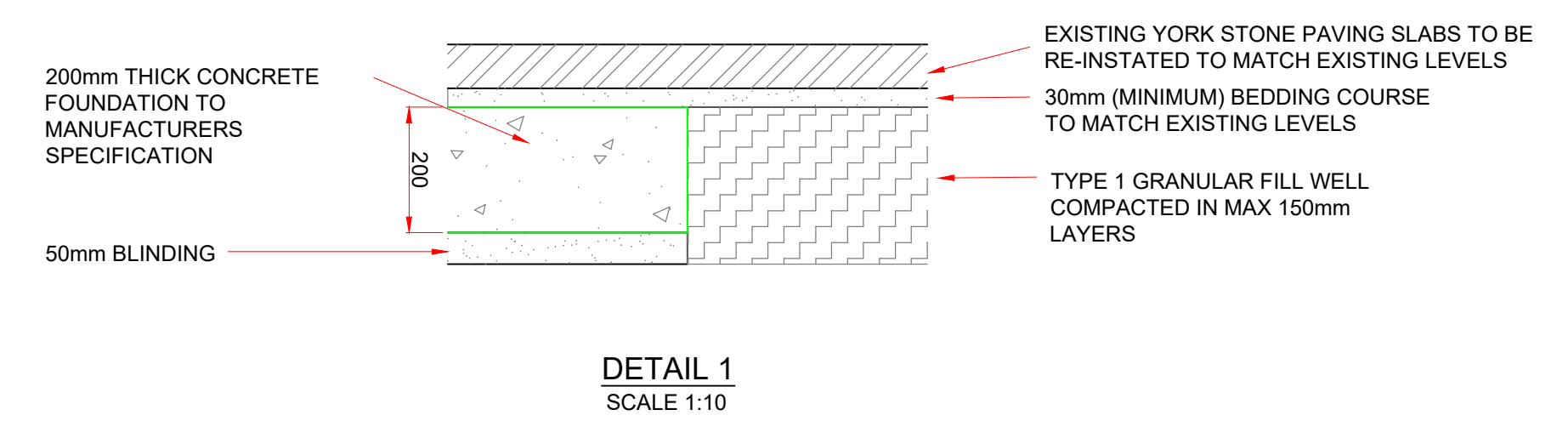
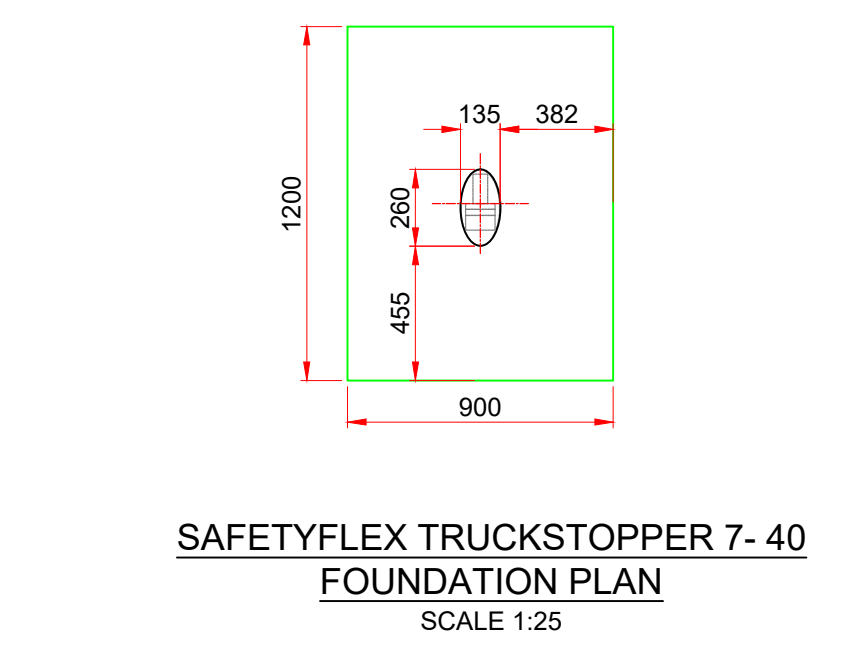
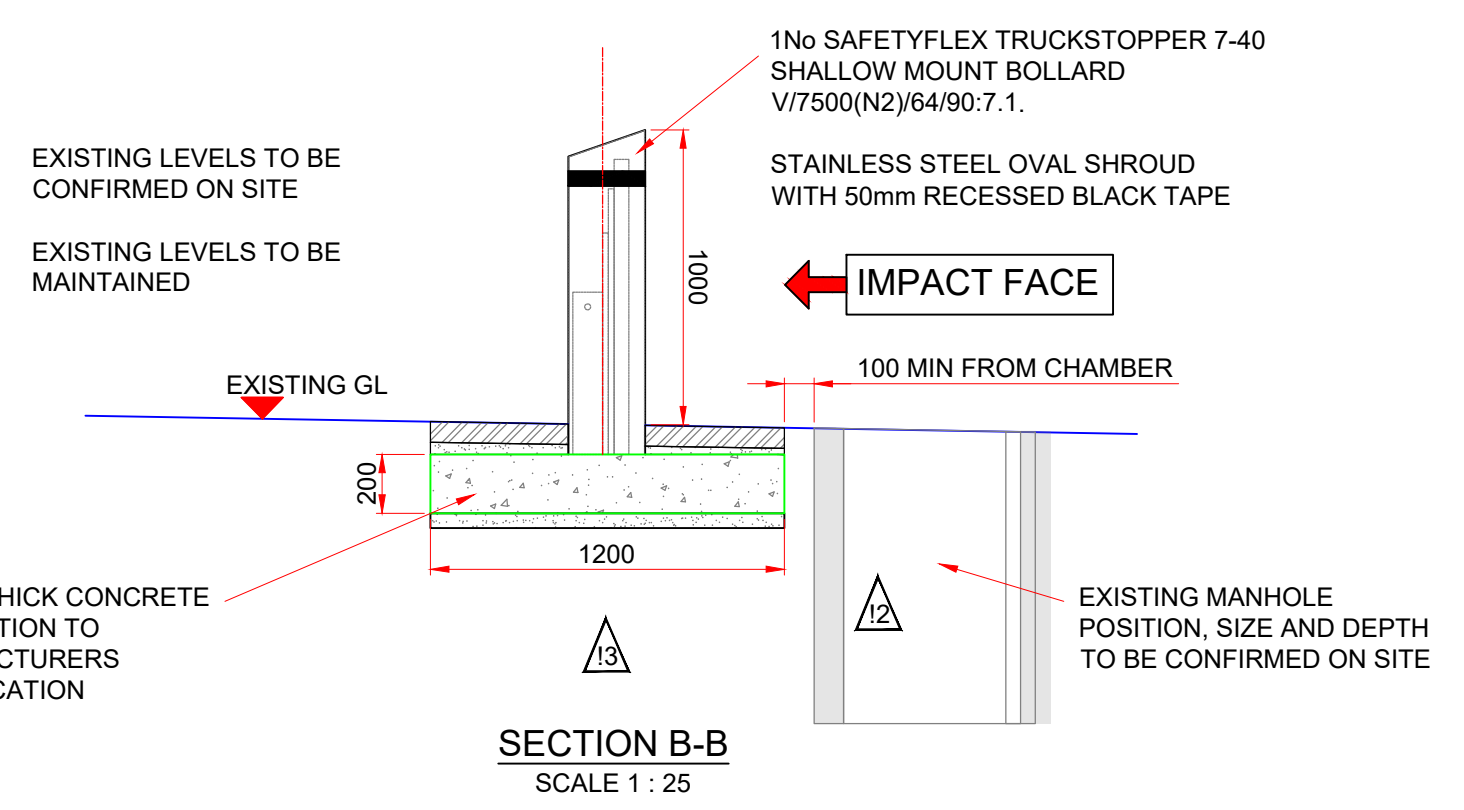
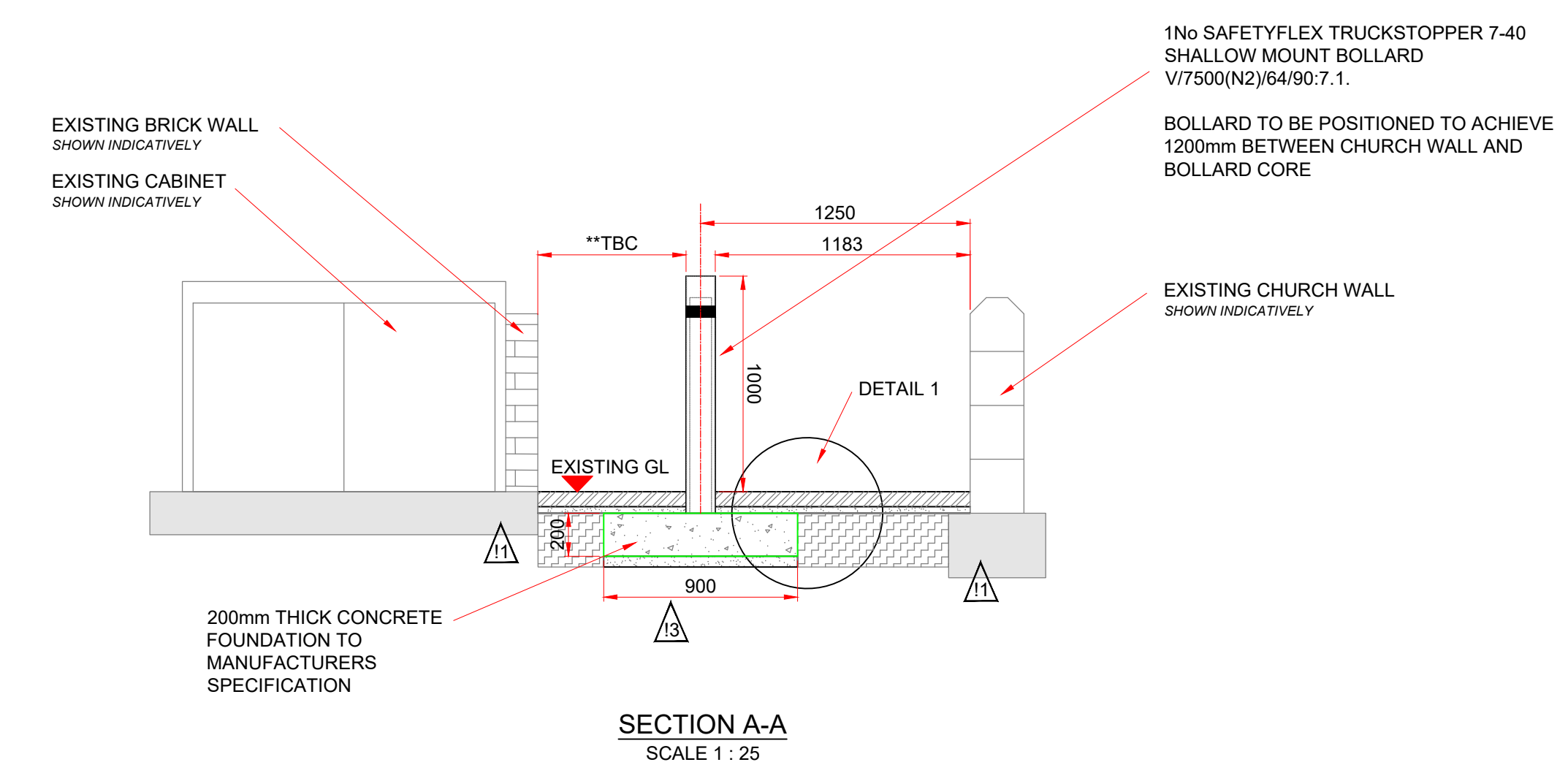
TOTAL REINSTATEMENT = 3.6m²
PAVEMENT
YORK STONE PAVING SLABS = 3.6m²
EXISTING SLABS TO BE REUSED - ANY BROKEN SLABS TO BE REPLACED

KEY:
PAVEMENT - YORK STONE PAVING SLABS

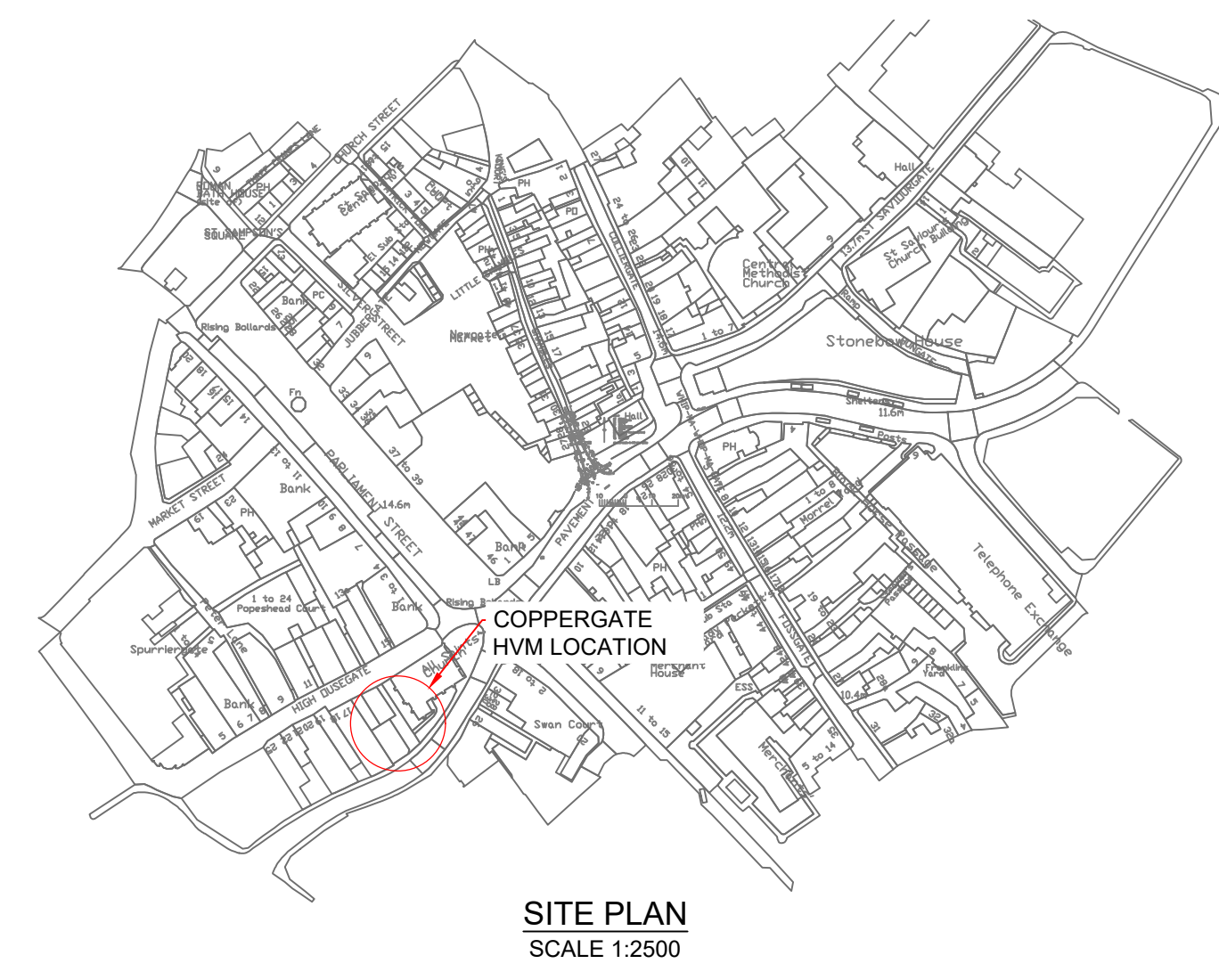
TO BE READ IN CONJUNCTION WITH:
DWG No. 1367-SY-GA-271

- NOTES**
- GENERAL**
- DO NOT SCALE FROM THIS DRAWING.
 - ANY QUERIES ARE TO BE REFERRED BACK TO THE ENGINEER FOR CLARIFICATION.
- CONCRETE**
- ALL CONCRETE IN ACCORDANCE WITH BS 8500.
 - CONCRETE DESIGNATED MIX: AS PER BOLLARD MANUFACTURERS SPECIFICATION. NO ADMIXTURE IS TO BE USED WITHOUT THE ENGINEERS PERMISSION.
 - SHOULD THE AIR TEMPERATURE RISE ABOVE 30°C OR FALL BELOW 5°C, SPECIAL PRECAUTIONS ARE TO BE TAKEN, ALL TO ENGINEER'S APPROVAL.
 - ANY SOFT SPOTS WITHIN THE GROUND REMOVED AND BACKFILLED WITH TYPE 1 FILL MATERIAL. PRIOR TO PLACING OF BLINDING CONCRETE. FILL MATERIAL WELL COMPACTED IN 300mm LAYERS.
 - CURING TO BE DONE FOR AT LEAST 7 DAYS PRIOR TO ANY LOADING BEING APPLIED TO THE FOUNDATION.
 - REINFORCEMENT BARS TO BE HIGH YIELD STEEL TO CURRENT BS 4449, FABRIC REINFORCEMENT TO BS 4483.
 - REINFORCEMENT SCHEDULING TO BS 8666.
 - REINFORCEMENT AS PER BOLLARD MANUFACTURERS SPECIFICATION.
 - REINFORCEMENT LAP LENGTHS ARE TO BE A MINIMUM OF 72 D UNLESS OTHERWISE NOTED.
 - ALL MATERIAL AND WORKMANSHIP IN ACCORDANCE WITH RECOMMENDATIONS OF BS 8110.
- BOLLARDS**
- PRODUCTS TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS GUIDELINES AND REQUIREMENTS.
 - FOUNDATIONS PROVIDED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
 - ALL BOLLARD PRODUCTS TO BE SUCCESSFULLY IMPACT TESTED TO PAS 68 / IWA 14
 - THE GAP BETWEEN BOLLARD CORES SHALL BE NO MORE THAN 1200mm AT 600mm ABOVE FINISHED GROUND LEVEL.
 - SHROUD MATERIAL: STAINLESS STEEL
 - SHROUD FINISH TO BE AGREED WITH THE CLIENT
 - SHROUD TO HAVE 50mm REFLECTIVE BAND

PLEASE NOTE:
DIMENSIONS PROVIDED ARE THE CLEAR DISTANCES BETWEEN BOLLARD SHROUD AND EXISTING WALLS

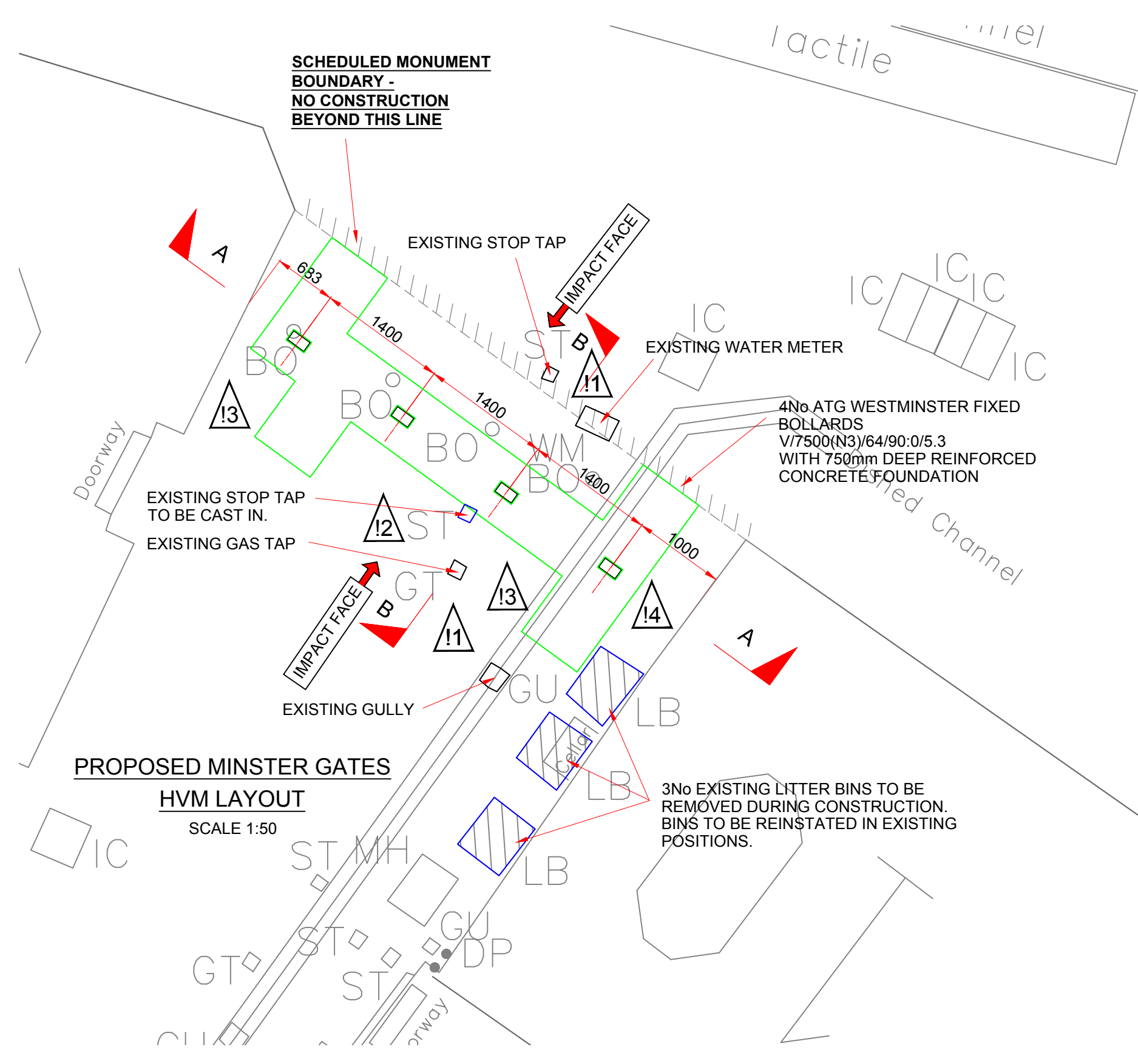


- IDENTIFIED HAZARDS**
- EXCAVATION AREA IS ADJACENT TO EXISTING CHURCH WALLS AND CABINET. FOUNDATION DETAILS UNKNOWN. CARE TO BE TAKEN DURING WORKS TO ENSURE NO DAMAGE TO EXISTING STRUCTURES
 - EXCAVATION AREA IS ADJACENT TO 1No MANHOLE. CARE TO BE TAKEN DURING WORKS TO ENSURE NO DAMAGE TO EXISTING UTILITIES STRUCTURES
 - C2 UTILITY INFORMATION PROVIDED ON DWG 1367-SY-GA-271. NO GPRS OR TRIAL HOLE INFORMATION AT THIS LOCATION. TYPE AND LOCATION OF UTILITIES IN CONSTRUCTION ZONE TO BE DETERMINED AND REPORTED TO DESIGN ENGINEER PRIOR TO ANY WORKS BEING UNDERTAKEN



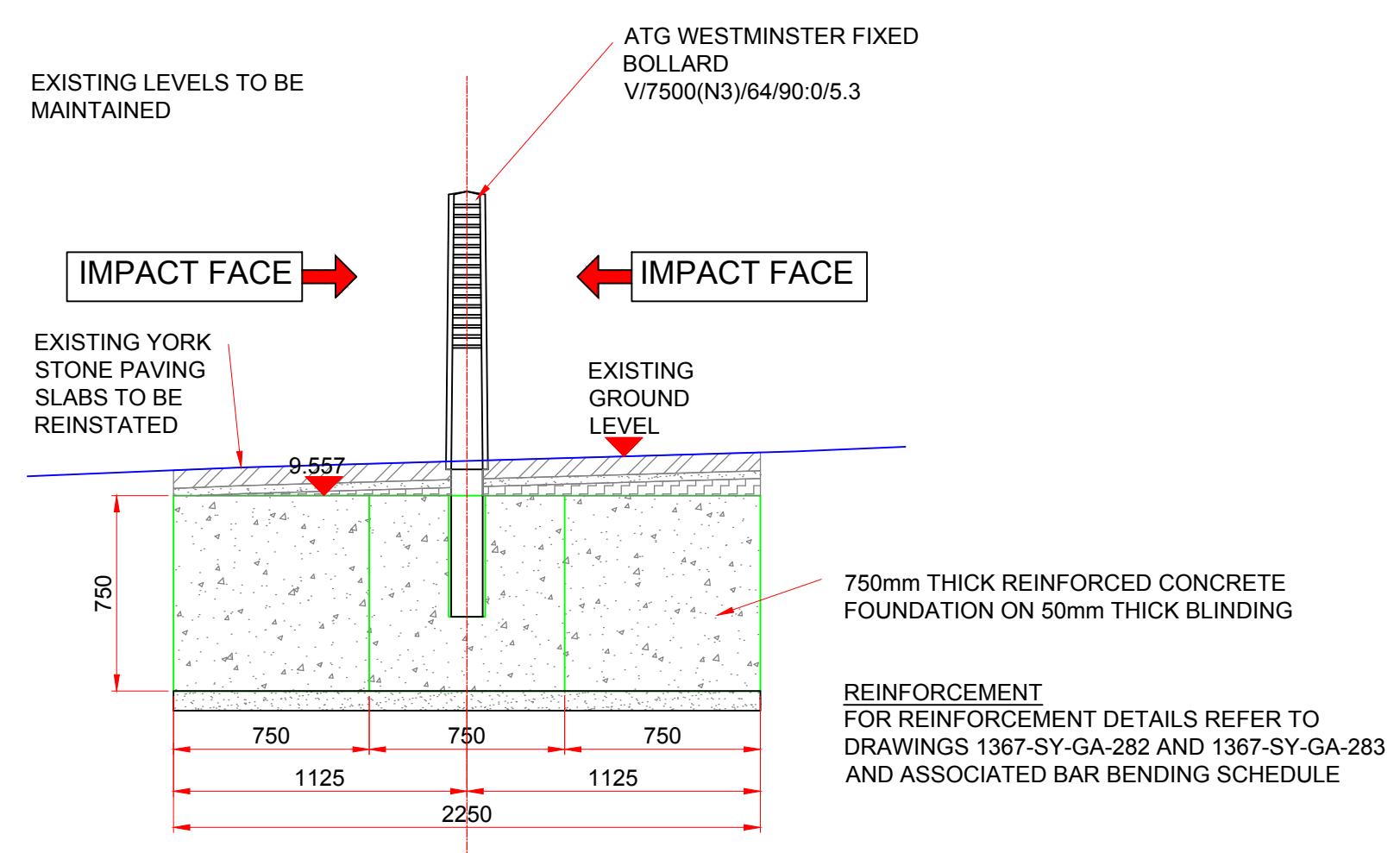
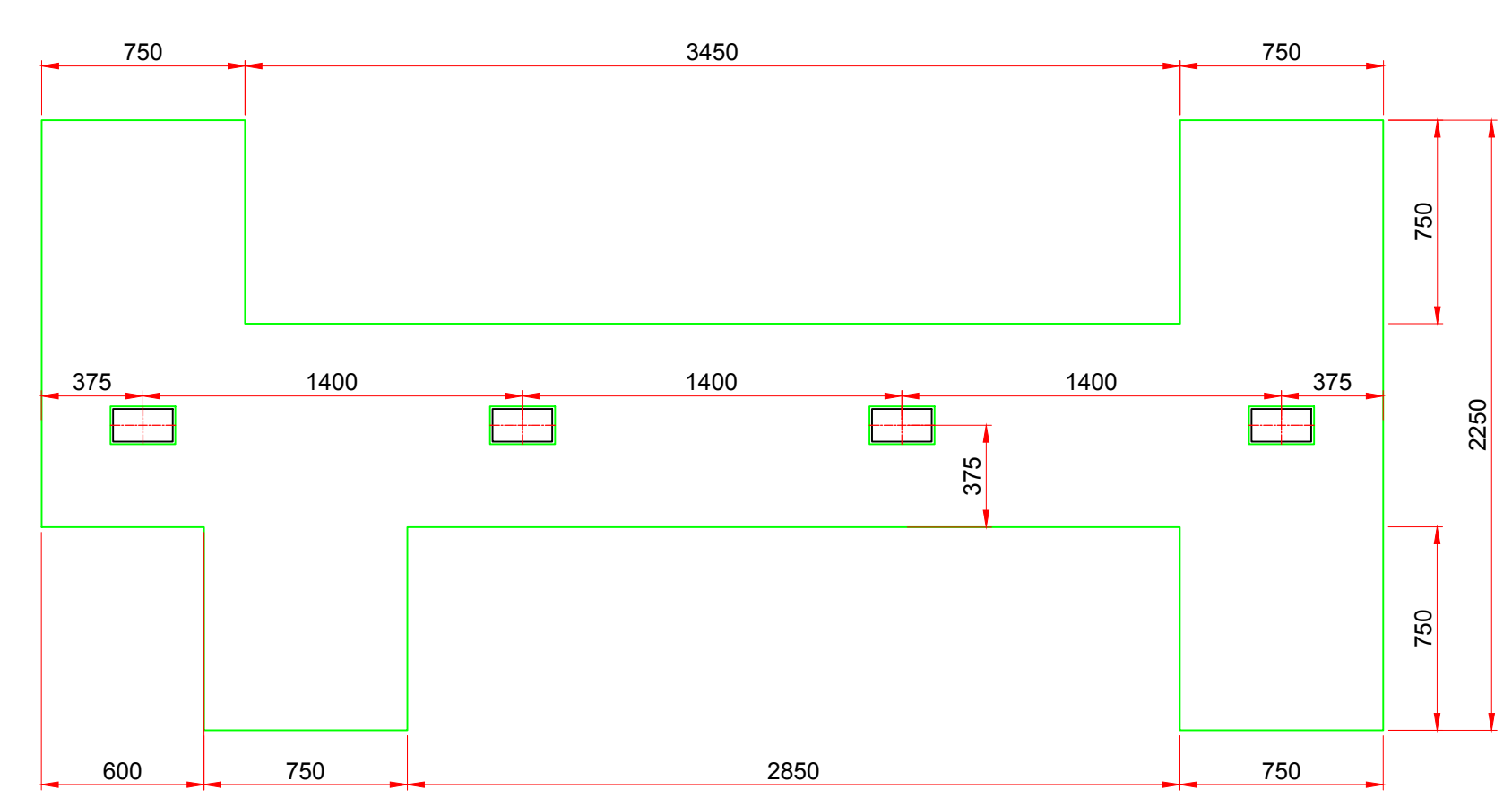
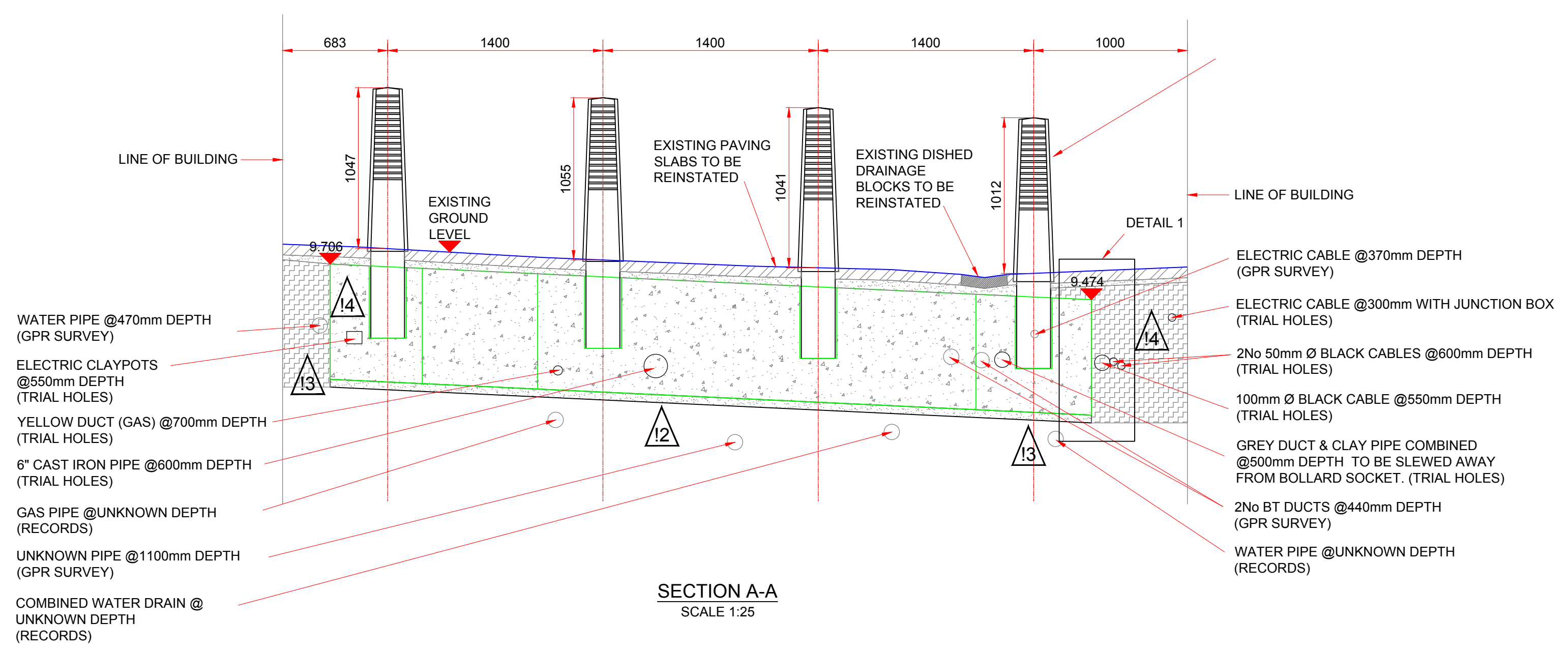
A	01.06.22	TENDER ISSUE	MJH	SLP	
REV	DATE	DESCRIPTION	BY	CHKD	APVD
CONTRACT NAME: CITY OF YORK COUNCIL					
CLIENT: CITY OF YORK COUNCIL					
D.J. Goode & Associates Ltd. Consulting Civil Engineers. The Old Control Tower, Lavenham Airfield, Old Bury Road, Alpheton, Sudbury, Suffolk, CO10 9BT. Tel: 01284 827472 Email: p1@djgoode.co.uk © D.J. Goode & Associates Ltd. 2020					
DRAWN BY:	DATE:	CHECKED BY:	DATE:	APPROVED BY:	DATE:
MJH	08.04.22	SLP	19.04.22		
SIGNED:		SIGNED:		SIGNED:	
DRAWING TITLE: COPPERGATE HVM SCHEME PROPOSED LAYOUT, SECTIONS & DETAILS AND EXCAVATION AND REINSTATEMENT PLAN					
SCALE:	DRAWING STATUS:	PROTECTIVE MARKING:			
1:50 @ A1	TENDER				
DRAWING NUMBER:	REV:				
1367-SY-GA-270	A				

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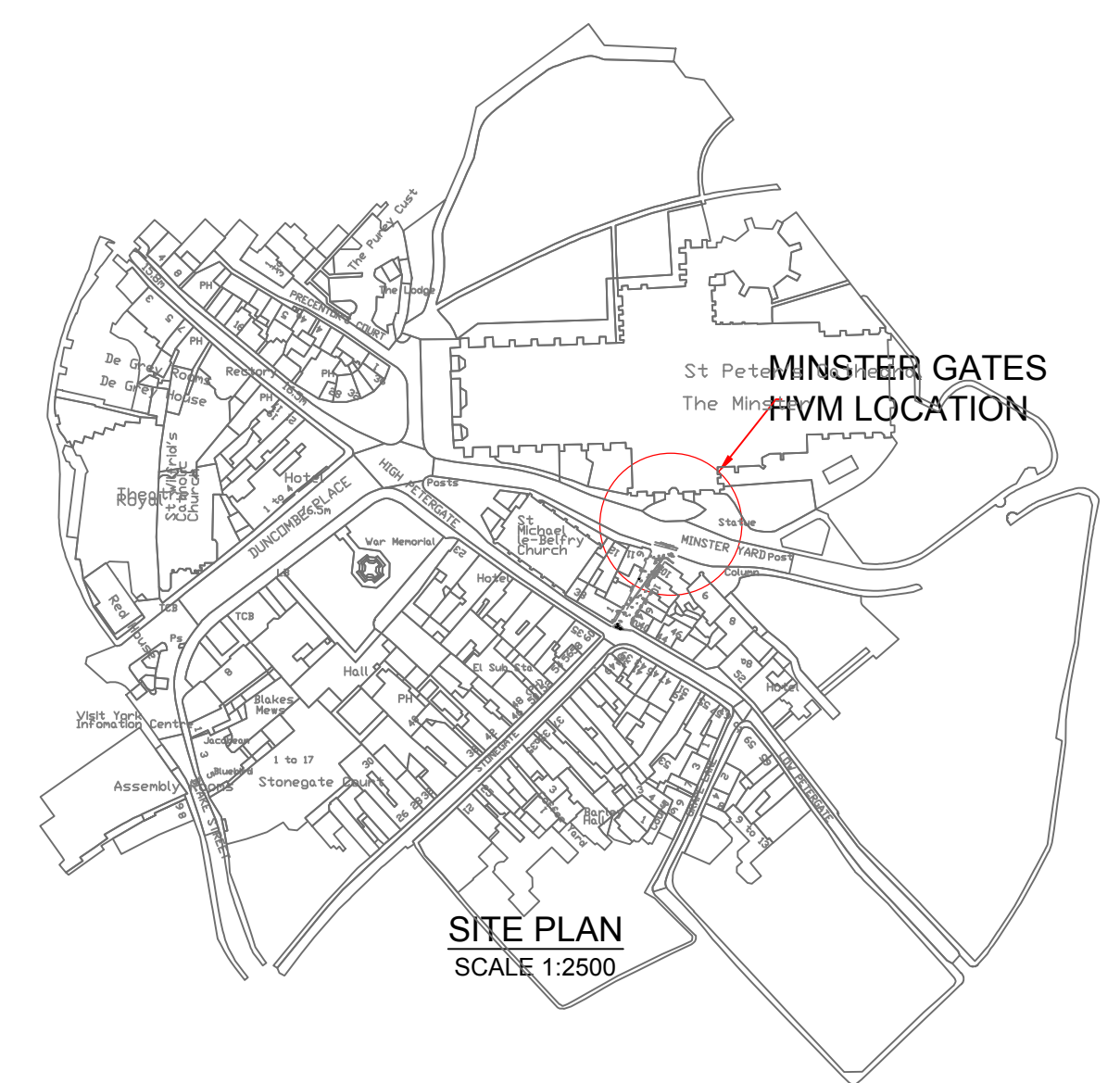
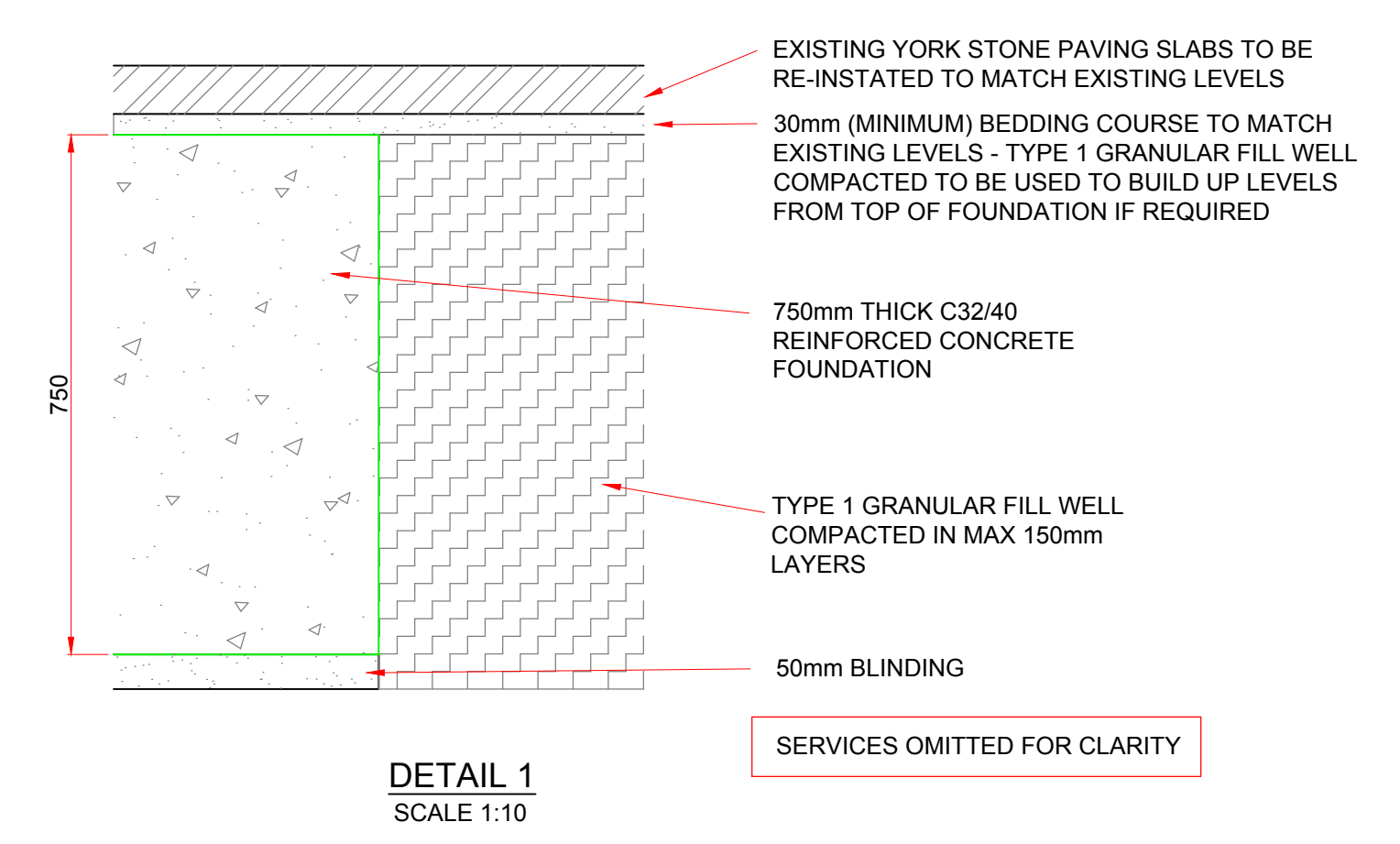
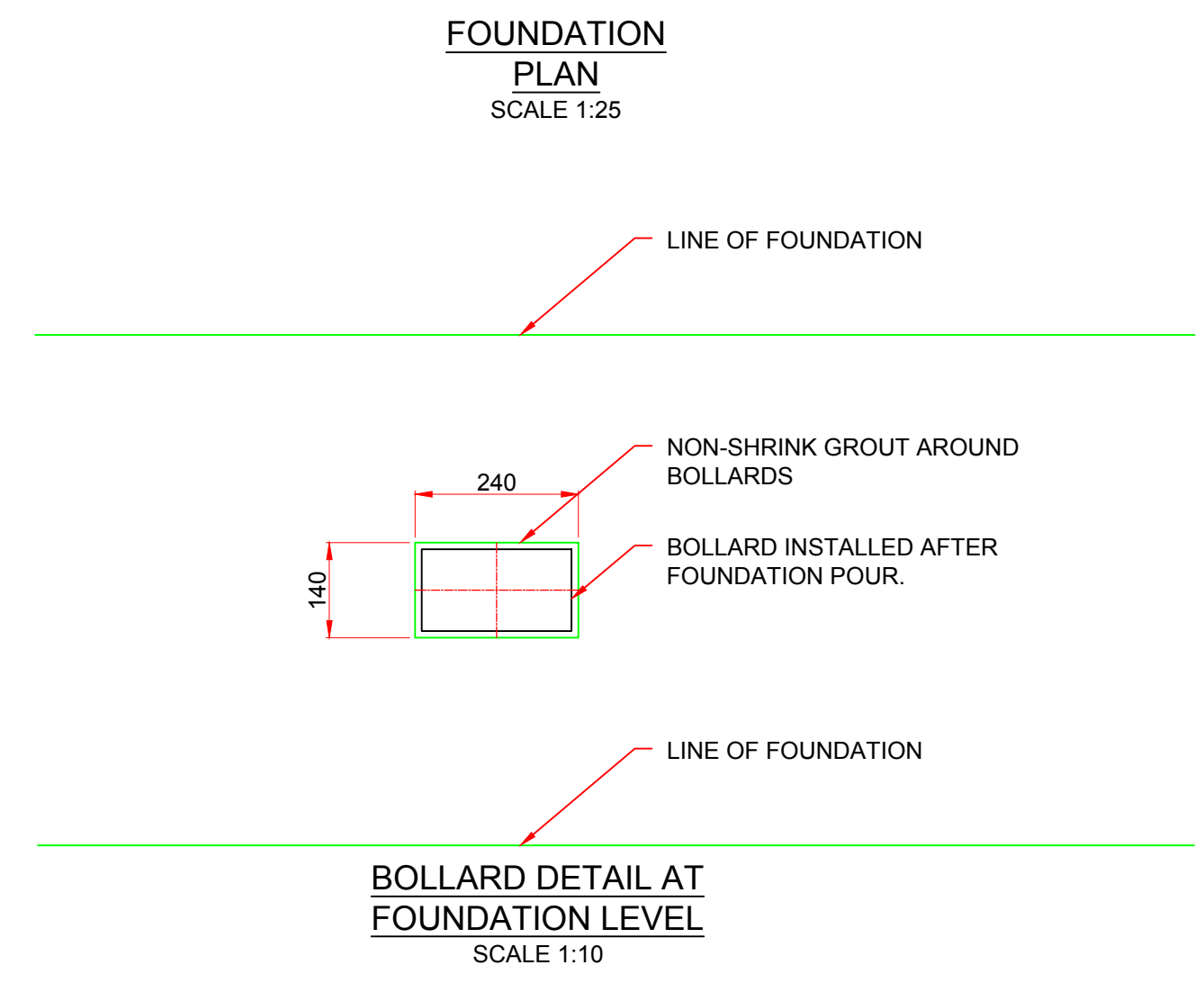


SERVICES ARE TO BE CAST THROUGH THE FOUNDATION.
 OVER SIZED SPLIT DUCTS ARE TO BE PLACED AROUND INDIVIDUAL EXISTING SERVICES AND CAST INTO THE FOUNDATION
 REINFORCEMENT CAGE IS TO BE ADJUSTED ON SITE AROUND SERVICES TO SUIT.

TO BE READ IN CONJUNCTION WITH DWG No's:
 1367-SY-GA-281
 1367-SY-GA-282
 1367-SY-GA-283
 1367-SY-GA-283 BAR BENDING SCHEDULE



- IDENTIFIED HAZARDS**
- EXCAVATION AREA IS ADJACENT TO A NUMBER OF TAPS A WATER METER AND A GULLY. CARE TO BE TAKEN DURING WORKS TO ENSURE NO DAMAGE TO EXISTING UTILITIES STRUCTURES
 - GAS PIPE SITUATED BELOW. CARE TO BE TAKEN DURING EXCAVATION
 - WATER PIPE BELOW. CARE TO BE TAKEN DURING EXCAVATION
 - ELECTRIC CABLE SITUATED BELOW. CARE TO BE TAKEN DURING EXCAVATION



- NOTES**
- GENERAL**
- DO NOT SCALE FROM THIS DRAWING.
 - ANY QUERIES ARE TO BE REFERRED BACK TO THE ENGINEER FOR CLARIFICATION.
- CONCRETE**
- ALL CONCRETE IN ACCORDANCE WITH BS 8500.
 - CONCRETE DESIGNATED MIX: AS PER BOLLARD MANUFACTURERS SPECIFICATION. NO ADMIXTURE IS TO BE USED WITHOUT THE ENGINEERS PERMISSION.
 - SHOULD THE AIR TEMPERATURE RISE ABOVE 30°C OR FALL BELOW 5°C, SPECIAL PRECAUTIONS ARE TO BE TAKEN, ALL TO ENGINEER'S APPROVAL.
 - ANY SOFT SPOTS WITHIN THE GROUND REMOVED AND BACKFILLED WITH TYPE 1 FILL MATERIAL. PRIOR TO PLACING OF BLINDING CONCRETE. FILL MATERIAL WELL COMPACTED IN 300mm LAYERS.
 - CURING TO BE DONE FOR AT LEAST 7 DAYS PRIOR TO ANY LOADING BEING APPLIED TO THE FOUNDATION.
 - REINFORCEMENT BARS TO BE HIGH YIELD STEEL TO CURRENT BS 4449, FABRIC REINFORCEMENT TO BS 4483.
 - REINFORCEMENT SCHEDULING TO BS 8666.
 - REINFORCEMENT AS PER BOLLARD MANUFACTURERS SPECIFICATION.
 - REINFORCEMENT LAP LENGTHS ARE TO BE A MINIMUM OF 72 D UNLESS OTHERWISE NOTED.
 - ALL MATERIAL AND WORKMANSHIP IN ACCORDANCE WITH RECOMMENDATIONS OF BS 8110.
- BOLLARDS**
- PRODUCTS TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS GUIDELINES AND REQUIREMENTS.
 - FOUNDATIONS PROVIDED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
 - ALL BOLLARD PRODUCTS TO BE SUCCESSFULLY IMPACT TESTED TO PAS 68 / IWA 14
 - THE GAP BETWEEN BOLLARD CORES SHALL BE NO MORE THAN 1200mm AT 600mm ABOVE FINISHED GROUND LEVEL.
 - SHROUD MATERIAL: MANGANESE STEEL
 - SHROUD FINISH TO BE AGREED WITH THE CLIENT

A	10.06.22	TENDER ISSUE	MJH	SLP	
REV	DATE	DESCRIPTION	BY	CHKD	APVD

CONTRACT NAME:
CITY OF YORK COUNCIL

CLIENT:
CITY OF YORK COUNCIL

D.J. Goode & Associates Ltd.
 Consulting Civil Engineers.
 The Old Control Tower,
 Lavenham Airfield,
 Old Bury Road,
 Alpheton,
 Sudbury, Suffolk,
 CO10 9BT.
 Tel: 01284 827472
 Email: p1@djgoode.co.uk
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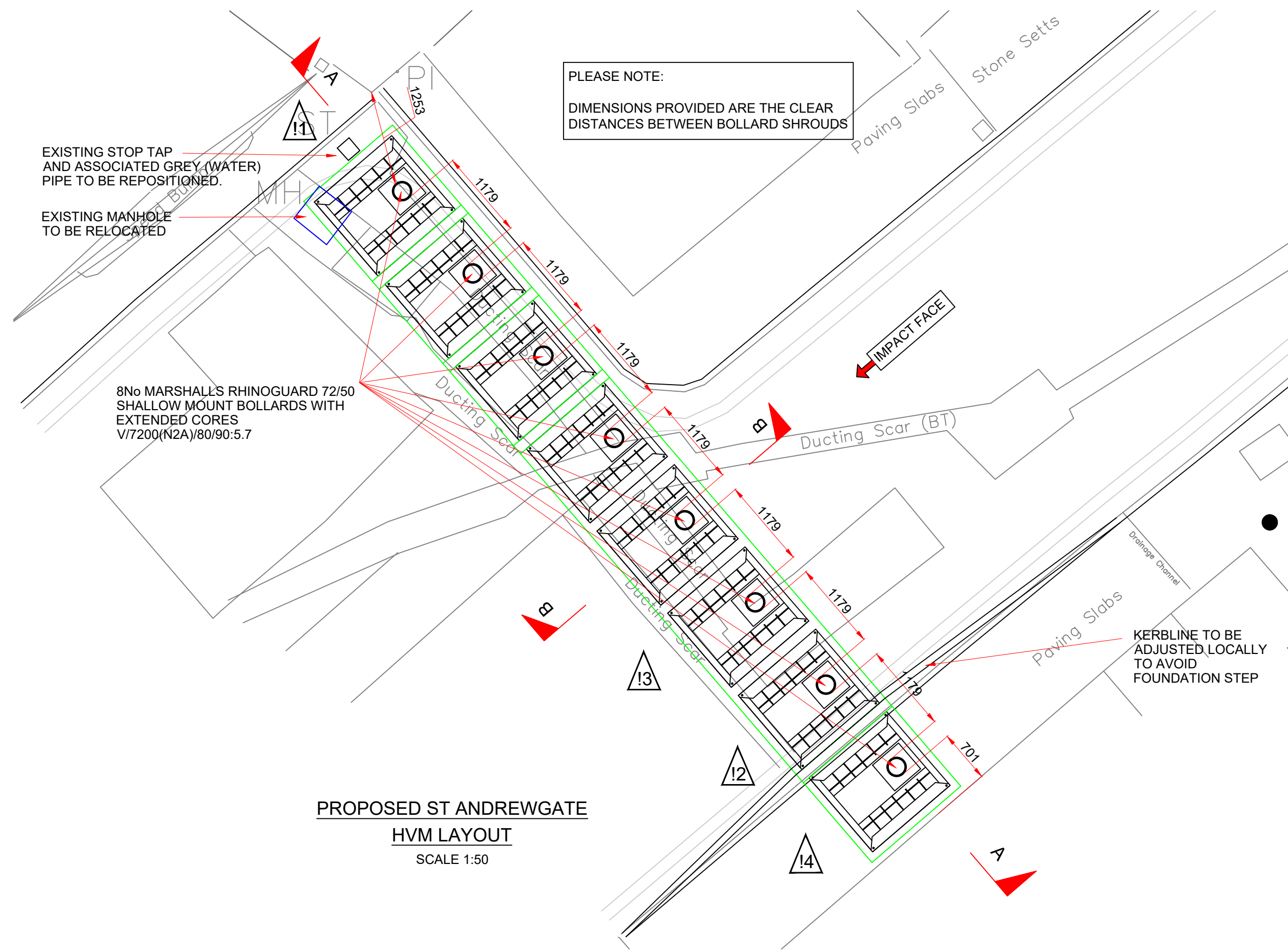


DRAWN BY:	DATE:	CHECKED BY:	DATE:	APPROVED BY:	DATE:
MJH	01.04.22	SLP	19.04.22		
SIGNED:		SIGNED:		SIGNED:	

DRAWING TITLE:
**MINSTER GATES HVM SCHEME
 PROPOSED LAYOUT, SECTIONS AND DETAILS**

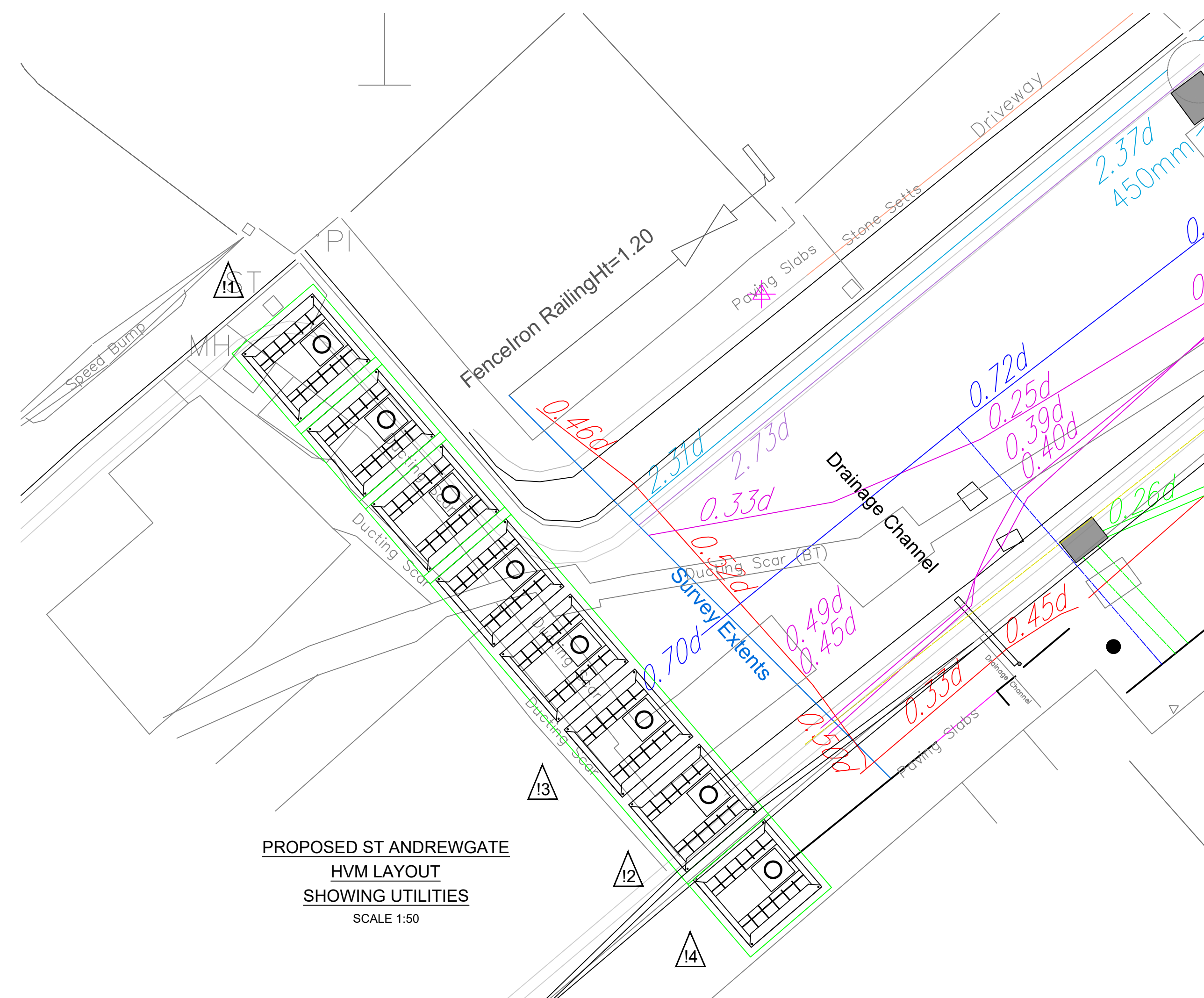
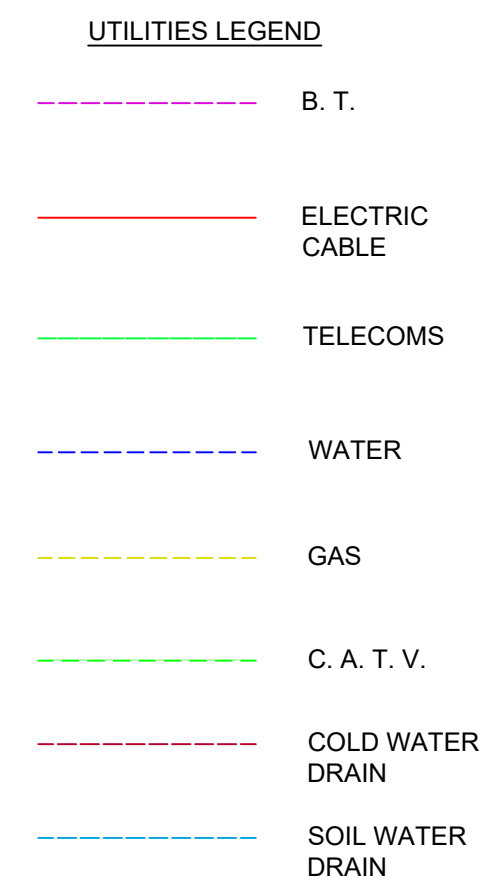
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1:50 @ A1	TENDER	
DRAWING NUMBER:		REV:
1367-SY-GA-280		A

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TO BE READ IN CONJUNCTION WITH:
 DWG No. 1367-SY-GA-291
 DWG No. 1367-SY-GA-292

IDENTIFIED HAZARDS	
1.	EXCAVATION AREA IS ADJACENT TO A STOP TAP. CARE TO BE TAKEN DURING WORKS TO ENSURE NO DAMAGE TO EXISTING UTILITIES STRUCTURES
2.	GAS PIPE SITUATED BELOW. CARE TO BE TAKEN DURING EXCAVATION
3.	WATER PIPE BELOW. CARE TO BE TAKEN DURING EXCAVATION
4.	ELECTRIC CABLE SITUATED BELOW. CARE TO BE TAKEN DURING EXCAVATION



- NOTES**
- GENERAL**
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- CONCRETE**
- ALL CONCRETE IN ACCORDANCE WITH BS 8500.
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 - SHOULD THE AIR TEMPERATURE RISE ABOVE 30°C OR FALL BELOW 5°C, SPECIAL PRECAUTIONS ARE TO BE TAKEN, ALL TO ENGINEER'S APPROVAL.
 - ANY SOFT SPOTS WITHIN THE GROUND REMOVED AND BACKFILLED WITH TYPE 1 FILL MATERIAL. PRIOR TO PLACING OF BLINDING CONCRETE. FILL MATERIAL WELL COMPACTED IN 300mm LAYERS.
 - CURING TO BE DONE FOR AT LEAST 7 DAYS PRIOR TO ANY LOADING BEING APPLIED TO THE FOUNDATION.
 - REINFORCEMENT BARS TO BE HIGH YIELD STEEL TO CURRENT BS 4449, FABRIC REINFORCEMENT TO BS 4483.
 - REINFORCEMENT SCHEDULING TO BS 8666.
 - REINFORCEMENT AS PER BOLLARD MANUFACTURERS SPECIFICATION.
 - REINFORCEMENT LAP LENGTHS ARE TO BE A MINIMUM OF 72 D UNLESS OTHERWISE NOTED.
 - ALL MATERIAL AND WORKMANSHIP IN ACCORDANCE WITH RECOMMENDATIONS OF BS 8110.
- BOLLARDS**
- PRODUCTS TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS GUIDELINES AND REQUIREMENTS.
 - FOUNDATIONS PROVIDED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
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 - THE GAP BETWEEN BOLLARD CORES SHALL BE NO MORE THAN 1200mm AT 600mm ABOVE FINISHED GROUND LEVEL.
 - SHROUD MATERIAL: STAINLESS STEEL
 - SHROUD FINISH TO BE AGREED WITH THE CLIENT
 - SHROUD TO HAVE 50mm REFLECTIVE BAND

REV	DATE	DESCRIPTION	BY	CHKD	APVD
A	01.06.22	TENDER ISSUE	MJH	SLP	

CONTRACT NAME:
 CITY OF YORK COUNCIL

CLIENT:
 CITY OF YORK COUNCIL

D.J. Goode & Associates Ltd.
 Consulting Civil Engineers.
 The Old Control Tower,
 Lavenham Airfield,
 Old Bury Road,
 Alpheton,
 Sudbury, Suffolk,
 CO10 9BT.
 Tel: 01284 827472
 Email: p1@djgoode.co.uk



SCALE	DRAWING STATUS	PROTECTIVE MARKING
1:50 @ A1	TENDER	

DRAWING TITLE:
 ST. ANDREWGATE HVM SCHEME
 PROPOSED HVM LAYOUT AND UTILITIES LAYOUT

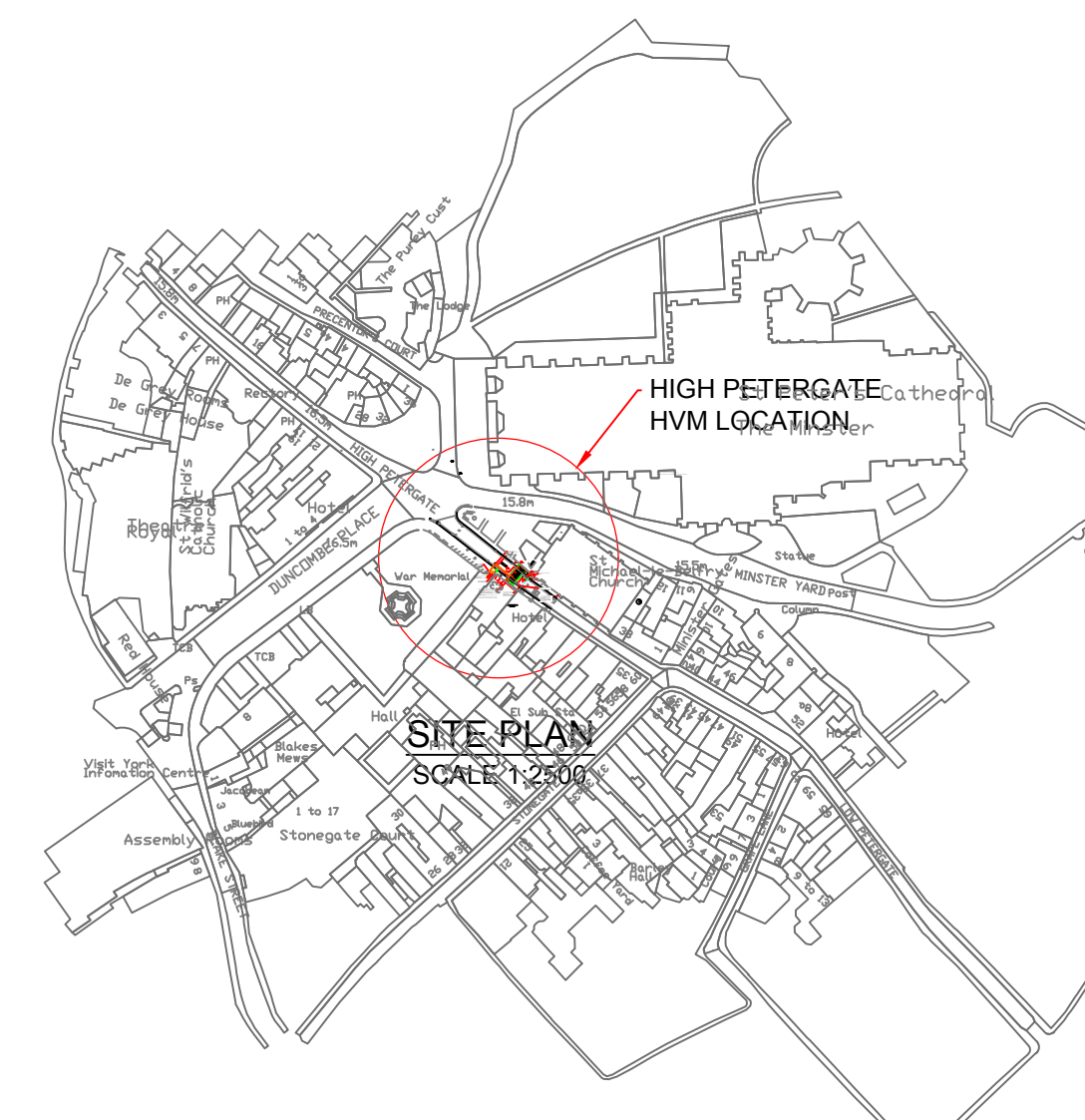
SCALE	DRAWING STATUS	PROTECTIVE MARKING
1:50 @ A1	TENDER	

DRAWING NUMBER	REV
1367-SY-GA-290	A

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IDENTIFIED HAZARDS	
1.	GAS MAIN SITUATED BELOW. CARE TO BE TAKEN DURING EXCAVATION.
2.	WATER PIPE SITUATED BELOW, CARE TO BE TAKEN DURING EXCAVATION.
3.	ELECTRIC CABLE SITUATED BELOW. CARE TO BE TAKEN DURING EXCAVATION.
4.	EXCAVATION AREA IS ADJACENT TO A NUMBER OF TAPS/METERS/ ACCESS POINTS. CARE TO BE TAKEN DURING WORKS TO ENSURE NO DAMAGE TO EXISTING UTILITIES STRUCTURES.
5.	EXCAVATION AREA IS NEAR TO BASEMENT (CELLAR) AREA. CARE TO BE TAKEN DURING WORKS TO ENSURE NO DAMAGE TO EXISTING BASEMENT STRUCTURE.

TO BE READ IN CONJUNCTION WITH:
 DWG No. 1367-SY-GA-301
 DWG No. 1367-SY-GA-302
 DWG No. 1367-SY-GA-303
 DWG No. 1367-SY-GA-304



NOTES

GENERAL

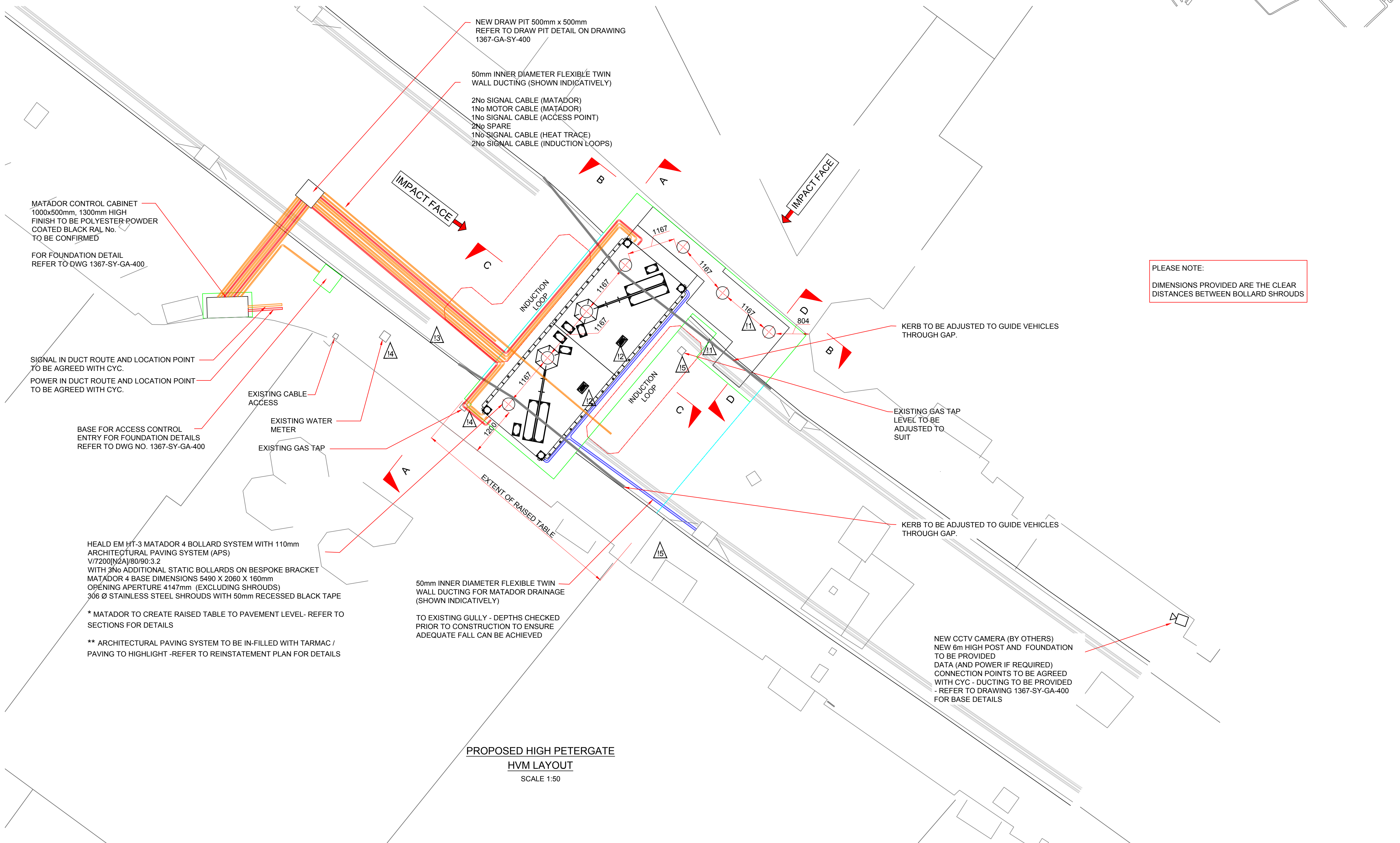
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CONCRETE

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- SHROUD TO HAVE 50mm REFLECTIVE BAND



PLEASE NOTE:
 DIMENSIONS PROVIDED ARE THE CLEAR DISTANCES BETWEEN BOLLARD SHROUDS

B	10.06.22	TENDER ISSUE	MJH	SLP	
A	01.06.22	TENDER ISSUE	MJH	SLP	
REV	DATE	DESCRIPTION	BY	CHK'D	AP'VD

CONTRACT NAME:
CITY OF YORK COUNCIL

CLIENT:
CITY OF YORK COUNCIL

D.J. Goode & Associates Ltd.
Consulting Civil Engineers.
 The Old Control Tower,
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 Alpheton,
 Sudbury, Suffolk,
 CO10 9BT.

Tel: 01284 827472
 Email: p1@djgoode.co.uk

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MJH	08.04.22	SLP	26.04.22		
SIGNED:		SIGNED:		SIGNED:	

DRAWING TITLE:
**HIGH PETERGATE HVM SCHEME
 PROPOSED LAYOUT**

SCALE:	DRAWING STATUS:	PROTECTIVE MARKING:
1:50 @ A1	TENDER	
DRAWING NUMBER:	REV:	
1367-SY-GA-300	B	

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Executive**18 August 2022**

Report of the Director of Transport, Environment and Planning
Portfolio of the Deputy Leader and Executive Member Transport

**Emergency Planning Shared Service Collaboration Agreement
between City of York Council and North Yorkshire County Council****Summary**

1. In order to fulfil the Council's Emergency Planning duties, a shared service approach between City of York Council (the "**Council**") Emergency Planning and the North Yorkshire County Council ("**NYCC**") Resilience and Emergencies Team has been in operation since August 2021.
2. This was established during COVID-19 pandemic and in response to several vacancies in the Council's Emergency Planning Team. The pilot scheme being approved for an eighteen-month pilot period lasting until March 2023.
3. Under this pilot, the Council retains the strategic management role of Emergency Planning and is represented at the Local Resilience Forum. The coordination of the response in an emergency is provided by NYCC.
4. The local delivery of assets and resources at Operational, Tactical and Strategic Command will still be provided by York Officers
5. The pilot was established to test such arrangements before considering a permanent service delivery model. A decision is now required to determine the future provision of the Emergency Planning Service to ensure the ongoing fulfilment of the Council's statutory responsibilities under the Civil Contingencies Act 2004 ("**CCA**"), National Resilience Standards Review 2021 and Post Implementation Review 2022.

Recommendations

6. Executive are asked to approve:

Continuing the shared service collaboration between the Council and NYCC.

Reason: *Provides the most cost-effective use of resources for a resilient Emergency Planning Service.*

Background

7. In 2021 the Council's Emergency Planning Service consisted of a full time "Emergency Planning Manager", an "Emergency Planning Officer" and an "Emergency Planning Assistant". This last post was employed on a temporary contract developed in response to the 2015 flooding. The role was to focus on community resilience.
8. The officer and the assistant resigned in close succession and took up employment elsewhere leaving a shortage for York Civil Contingency planning and response during the peak of the pandemic.
9. Alternative options were considered, and a decision was made (see **Annex A**) to enter a Pilot Scheme for a Shared Service with NYCC.
10. The timing of this agreement was aligned to coincide with the key dates in the Local Government Review process happening in North Yorkshire.
11. The Shared Service Agreement commenced on 17th August 2021, with a Pilot Scheme of 18-months taking the agreement to 31st March 2023, based on the following agreed terms:
- the Shared Service Agreement could either be terminated early in accordance with its terms and conditions;
 - otherwise, either Authority had the right to terminate early either:
 - i. by giving the other Authority no less than 6-months' notice by no later than on 30th September 2022 during the Pilot Phase; or

- ii. then by giving the other Authority no less than 12-months' notice at any time after 31st March 2023 after the Pilot Phase.

A formal Shared Service Agreement was signed between the two Authorities on 22nd December 2021 (see **Appendix B**) requiring notice of termination of contract to be 6-months' during the pilot phase, a decision is therefore required on the future of the service provision no later than 30th September 2022.

12. The Shared Service currently under negotiation between the two Authorities splits the roles. The Council retains the strategic oversight role of Emergency Planning with the Emergency Planning Manager remaining a Council Employee acting as client for the service. NYCC will provide the Out of Hours Duty Officer, Incident Response and Recovery and Business Continuity planning.
13. A decision therefore now needs to be made about the Shared Service delivery model post 2023.

Options Considered

- a. continue the arrangement for a Shared Service between the Authorities as a rolling 12-month agreement as currently arranged;
- b. to move the strategic role to the Shared Service in addition to the current arrangements;
- c. terminate the arrangement allowing for a required 6-month termination process and revert to the Council's substantive emergency planning structure by 31st March 2023;
- d. terminate the arrangement allowing for a required 6-month termination process and develop a new more resilient structure by 31st March 2023.

Analysis

14. Option (a) continues the arrangement for a Shared Service between the Authorities as a rolling 12-month agreement as currently arranged.
15. The original concern with a Shared Service model was the initial lack of local knowledge and experience with the Council's procedures from NYCC officers, but the Pilot has resolved this and further testing and joint team working will improve this.
16. There are some issues with a joint service that need to be overcome, such as improved IT and physical access to each other's systems and building as part of a Shared Service.
17. The extra resilience provided by the Shared Service is due to the scale of resource available resources from NYCC's Resilience and Emergencies Team consisting of fifteen full time and two temporary contract staff.
18. The scale not only brings resilience, but it also brings addition skills such as the qualified Business Continuity Officer that the City of York now benefits from as part of the shared service.
19. Key decisions and expertise on Emergency Planning would remain within the Council through the Emergency Planning Manager whilst also ensuring the City of York is represented across the Local Resilience Forum work groups delivering necessary local plans and mitigation of risk.
20. In the officers' opinion this strikes the right balance between cost and resilience for planning, preparation, incident response and recovery to fulfil statutory responsibilities of the CCA.
21. Option (a) offers the best balance of resource and resilience whilst retaining the autonomy of the Council to make its own decisions as regards Emergency Planning.

**Option (a) is the recommended option approved by
Corporate Management Team 20th July 2022 and Portfolio
Holders Corporate Management Team 2nd August 2022**

22. Option (b) continues with the current arrangements but moves the strategic and client role to the Shared Service.
23. One advantage of this model is that with all officers in same team and management structure, there would be consistency of training and improved resilience for the manager role. However, the collaborative approach could still provide this if issues arose.
24. The concern with option (b) where NYCC provide the full service is that the Council would not have the same level of ownership and responsibility for the service provided and nor would it be represented in the same way regionally.
25. The strategic role being within the Council also provides a back stop position for the city council if required. Over a period, the Council may lose the dedicated officer knowledge and ownership. The relationships between emergency planning and other service areas may become more distant.

Therefore option b is not supported.

26. Option (c) is to end the Shared Service Agreement, reverting to the previous Emergency Planning provision for York being provided from the Council establishment and by Council personnel.
27. This would require recruitment of staff at a time when the availability of suitably qualified resources is limited due to the COVID-19 pandemic, National Resilience Standards and Post Implementation Review resulting in many partner agencies increasing their resilience.
28. The resilience and out of hours service provided by the core establishment of just two officers seriously limits availability and resilience and is not considered suitable for long term or concurrent incidents as experienced during the COVID-19 pandemic at the same time as York floods in 2020.
29. However, the Council would retain full control of Emergency Planning resources, it would ensure local knowledge is always available and local procedures and policies can be developed.

For the above reasons Option (c) is not supported.

30. Option (d) is to end the Shared Service Agreement, reverting to the previous Emergency Planning provision for York being provided from the Council establishment and by Council personnel, but increasing the resource to improve resilience.
31. This option seeks to address the resilience issues identified in option (c), in order to improve resilience the Emergency Planning Team need to be a minimum of three members to provide necessary out of hours cover and resilience.
32. The resilience is still not as strong as the Shared Service model and the financial cost are disproportionate when compared to provision of Shared Service by NYCC.
33. Even with three members of staff providing an out of hour's rota for three persons covering 247 / 365 days per year is poor resilience and contingency such as holiday or sickness absence or indeed vacant posts. The 3-week rota does not provide a suitable work and home life balance for the wellness and wellbeing of staff.

For the above reasons Option (d) is not supported.

Council Plan

34. The York Council Plan is structured around 8 core outcomes.
 - Well-paid jobs and an inclusive economy
 - A greener and cleaner city
 - Getting around sustainably
 - Good health and wellbeing
 - Safer communities and culture for all
 - Creating homes and world-class infrastructure
 - A better start for children and young people
 - An open and effective council

35. Whilst fulfilling the CCA is a statutory duty for the Council, good emergency planning and business continuity ensures all the objectives of the council are safeguarded and delivered.

Implications

Financial

36. The recommended option a has an increased annual cost, above the existing budget, of £21k which in 2022/23 is funded from reserves. If option a is approved this ongoing cost will need to be included as growth funded as part of the 2023/24 revenue budget. Option b is likely to have similar increased cost to the recommended option and option d will have a higher increased cost due to the additional staffing. Only the option c, reverting to the previous emergency planning provision, would be within the existing budget

Human Resources (HR) (Contact – Head of HR)

37. Option a) above is operated on an SLA agreement, and whilst there are no immediate staffing implications for Council staff, should there be a review of the service provision and other options considered, HR would assess whether TUPE applies between NYCC and CYC. Where TUPE is deemed to apply relevant staff would be transferred to employment with CYC. Other options that need to consider the recruitment of officers to maintain the statutory service would follow existing CYC recruitment and selection processes.

Equalities

38. The Council recognises its Public Sector Equality Duty under Section 149 of the Equality Act 2010 (to have due regard to the need to eliminate discrimination, harassment, victimisation and any other prohibited conduct; advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it and foster good relations between persons who share a relevant protected characteristic and persons who do not share it in the exercise of a public authority's functions).
39. There are no equalities implications identified in respect of the matters discussed in this report. However, emergencies can

impact most on those with protected characteristics the most so resilience of the service is very important.

Legal

40.

- a. With any of the options outlined above would require the Shared Service Agreement either to be terminated with the proper minimum 6-month notice period before 30th September 2022, or 12-month notice period after 31st March 2023. Any notice to terminate the Shared Service Agreement to be issued by the Council must be drafted and issued via Legal Services in conjunction with the relevant Authorised Officer in accordance with Rule 21 of the Council's Contract Procedure Rules.
- b. The preferred option (a) would require a new Shared Service Agreement between the Council and NYCC to replace the current one for the Pilot Scheme. The Council and NYCC have the statutory power to enter such an arrangement with one another per:
 - i. section 1 of the Local Authorities (Goods and Services Act) 1970;
 - ii. sections 101 and 111 of the Local Government Act 1972;
 - iii. section 93 of the Local Government Act 2003; and
 - iv. section 1 of the Localism Act 2011;

Further, the proposed Shared Service Arrangement would not breach the Authorities' procurement law obligations under the Public Contract Regulations 2015, because:

- v. the Shared Service Agreement is exclusively between two or more contracting authorities (i.e., the Council and NYCC);
- vi. the Shared Service Agreement would establish and implement a co-operation between the Council and NYCC with the aim of ensuring that public services they must perform (i.e., emergency planning services

per the CCA) are provided with a view to achieving objectives they have in common;

- vii. the implementation of that co-operation is governed solely by considerations relating to the public interest; and
- viii. the Council and NYCC perform on the open market less than 20% of the activities concerned by the co-operation,

and therefore sits outside of the full procurement regime.

The same legal implications for option (a) would also apply to (b), but not to options (c or (d).

- c. With option (c), and (d), as well as the implications for termination outlined above, there is a possibility of a relevant transfer of staff from NYCC to the Council or vice-versa under the TUPE Regulations, if the staff used by either the Council or NYCC to deliver their side of the Shared Service form an organised grouping of employees. Full and proper advice should therefore be sought with regards to any TUPE and Pension implications from Legal Services and HR before terminating the Shared Service Agreement under either option (c) or (d). Further, the Shared Service Agreement currently in place makes it clear that except in respect of any transfer of employees between the parties pursuant to the TUPE, neither party shall, without the prior written consent of the other party, at any time from the date of this agreement to the expiry of 6 months after the termination of this Agreement, solicit or entice away from the other party or employ or attempt to employ any person who is, or has been, engaged as an employee of the other party in the provision of any of the Services, which will have implications in terms of future recruitment post termination under either option (c) or option (d).

Risk Management

- 41. This report seeks to balance the resilience of the team that is responsible for managing the risk of emergencies impacting on the councils services. The risks are detailed through the report and

seek to strike the balance between resilience, affordability and being York specific in managing the risk.

Author:

Steve Ball
Emergency Planning
Manager
Tel No.07919 544187

Chief Officer Responsible for the report:

James Gilchrist
Director of Transport
Environment and Planning

**Report
Approved**



Date 25/7/22

Specialist Implications Officers

Implication Financial
Name Jayne Close
Title Finance Officer

Implication Legal
Name Dan Moynihan
Title Senior Solicitor

Implication HR
Name Helen Whiting
Title Head of HR

Wards Affected:

All

For further information please contact the author of the report

Annexes:

Annex A – Officer Decision Report
Annex B – Partnership Agreement

Decision Title: Emergency Planning - Shared Service Agreement with North Yorkshire County Council 2021 – Pilot scheme until 2022

Type of Decision: Corporate Director Key Y Non-Key

Portfolio Area that decision relates to:			
Leader (in Policy & S&P)	<input type="checkbox"/>	Finance & Performance	
Deputy Leader & Transport	<input checked="" type="checkbox"/>	Culture, Leisure & Comm	
Environment & Climate C	<input type="checkbox"/>	Children & Young P & Edui	
Economy & Strategic Plan	<input type="checkbox"/>	Health Adult Social Care	
Housing & Safety Neigh	<input type="checkbox"/>		

Background York Emergency Planning (EP) team experienced unprecedented demands during the Covid pandemic working closely alongside the Public Health teams to deliver the pandemic response alongside existing statutory responsibilities under the Civil Contingencies Act of 2002.

In summer of 2021, York Emergency Planning having had an employee resign, examined the resilience of existing staffing resources in light of the ongoing Pandemic, restructuring within the Councils senior management team taking place and the propensity of York to suffer winter flooding events.

Discussion as part of this process also took place with North Yorkshire County Council (NYCC) that have a much larger Emergency Planning service as to the option to provide greater capacity and resilience for CYC, which they confirmed they were willing to provide on a pilot basis.

As a result of these deliberations Corporate Management Team agreed that a pilot period of utilising the greater NYCC capacity would provide the greatest continuity and capacity for CYC under the current circumstances.

Therefore a shared service agreement has been negotiated between the two Authorities including Out of Hours Duty Officer, Incident Response and Recovery and Business Continuity planning and the necessary Legal Agreement has been developed and agreed that expires March 2023 if 6 months' notice is given. This will coincide with the conclusion of Local Government Reorganisation in North Yorkshire.

This Officer decision therefore agrees to entering into the pilot shared service arrangements until September 2023 and that a report will be taken to Executive in summer 2022

The report will be submitted to Executive evidencing the outcome of the pilot arrangement and giving recommendations and options to either.

1. Terminate the arrangement allowing for a required 6 month termination process and revert to previous arrangements by 31st March 2023
2. Continue the arrangement for a shared service between the Authorities as a rolling 12 month agreement.

Implications: Crime & Disorder	<input type="checkbox"/>	Equalities	<input type="checkbox"/>	Other:	
Human Resources	<input checked="" type="checkbox"/>	Legal	<input checked="" type="checkbox"/>	Highways	
Financial	<input checked="" type="checkbox"/>	ITT	<input type="checkbox"/>	Property	

Decision Date: 10 December 2021

Wards Affected:

All Wards	<input checked="" type="checkbox"/>	Fishergate	<input type="checkbox"/>	Holgate	<input type="checkbox"/>	Rural West York	<input type="checkbox"/>
Acomb	<input type="checkbox"/>	Fulford & Heslington	<input type="checkbox"/>	Hull Road	<input type="checkbox"/>	Strensall	<input type="checkbox"/>
Bishopthorpe	<input type="checkbox"/>	Guildhall	<input type="checkbox"/>	Huntington & New Earswick	<input type="checkbox"/>	Westfield	<input type="checkbox"/>
Clifton	<input type="checkbox"/>	Haxby & Wigginton	<input type="checkbox"/>	Micklegate	<input type="checkbox"/>	Wheldrake	<input type="checkbox"/>
Copmanthorpe	<input type="checkbox"/>	Heworth	<input type="checkbox"/>	Osbalwick & Derwent	<input type="checkbox"/>		<input type="checkbox"/>
Dringhouses & Woodthorpe	<input type="checkbox"/>	Heworth Without	<input type="checkbox"/>	Rawcliffe & Clifton	<input type="checkbox"/>		<input type="checkbox"/>

Decision:

- **Support Shared Service pilot arrangement until September 2022**
- **Report to Exec Members allowing sufficient time for decision by September 2022.**

Decision Made by: Neil Ferris. Corporate Director of Place

Contact Details: Directorate of Place, West Offices

email: Neil.Ferris@york.gov.uk

On behalf of: Neil Ferris, Corporate Director of Place

To be implemented by:

James Gilchrist. Director of Transport, Planning and Environment

Steve Ball. Emergency Planning Manager

On Completion – Signed off by:

Date: 10 December 2021.



Neil Ferris

Corporate Director of Place

DATED

2020

(1) NORTH YORKSHIRE COUNTY COUNCIL

(2) CITY OF YORK COUNCIL

(NEW) COLLABORATION AGREEMENT

Relating to: **Provision of health and safety services and functions**
to City of York Council

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SCHEDULE 1	SERVICES
SCHEDULE 2	PRINCIPLES OF COLLABORATION
SCHEDULE 3	COSTS AND SHARING
SCHEDULE 4	TUPE AND STAFF MANAGEMENT
SCHEDULE 5	DATA PROCESSING

THIS Agreement is dated

2020

PARTIES

- (1) **NORTH YORKSHIRE COUNTY COUNCIL** of County Hall, Racecourse Lane, Northallerton, North Yorkshire, DL7 8AD ("**NYCC**");
- (2) **CITY OF YORK COUNCIL** of West Offices, Station Rise, York, YO1 6GA ("**CYC**").

BACKGROUND

- (A) Each Party is a Contracting Authority for the purposes of the Public Contracts Regulations 2015 (the "**Regulations**").
- (B) This Agreement describes how the Parties will collaborate in accordance (as applicable) with the Local Authorities (Goods and Services) Act 1970, s1 of the Localism Act 2011, s93 of the Local Government Act 2003 and s101 and s111 of the Local Government Act 1972;
- (C) The Parties aim to benefit from the economies of scale that will be generated through this collaboration which will contribute to the promotion and improvement of the respective areas;
- (D) This Agreement, amongst other things, sets out and is predicated on the Principles of Collaboration as contemplated by regulation 12(7) of the Regulations which the Parties have agreed should apply to the arrangements in this Agreement;
- (E) The rationale for entering into this Agreement is for the Parties to be able to work collaboratively in the public and common interest and in accordance with the Principles of Collaboration in order to utilise the operational expertise and experience of employees of both Parties in the delivery of joint health and safety related services; and
- (F) The arrangements contemplated by this Agreement are predicated on the fact that the public procurement rules as set out in the Regulations and the Directive are not designed to interfere with the freedom of public authorities to perform the public service tasks conferred on them by using their own resources which includes the possibility of cooperation with other public authorities.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

ADR	has the meaning given to it in clause 12.5;
Audit Act	means the Local Audit and Accountability Act 2014;
Authorised Representatives	means the persons referred to in clause 3.1;
Agreement	means this agreement together with the Schedules attached to it;
Client Group	has the meaning given in paragraph 2 of Schedule 1 to this Agreement;
Change	means an alteration to the Services and/or a variation to the terms of this Agreement;
Commencement Date	means 1 st April 2020;
Contracting Authority	has the meaning given to it in Part 1 of the Regulations;
Costs	means the costs to be paid by each Party to the other in respect of the arrangements set out in this Agreement (in accordance with s93 Local Government Act 2003) as set out in Schedule 3 to this Agreement;
Data Controller	has the meaning set out in the Data Protection Act 2018;

Data Processor	has the meaning set out in the Data Protection Act 2018;
Data Protection Legislation	means the Data Protection Act 2018 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department from time to time in relation to the same (including but not limited to the General Data Protection Regulation (EU) 2016/679);
DPA Principles	means those principles set out in the Data Protection Legislation
Directive	means Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC;
Dispute	has the meaning given to it in clause 12.1;
EIR	means the Environmental Information Regulations 2014;
Equipment	any equipment, including tools or facilities, provided by either Party and/or either of their third party subcontractors used directly or indirectly in the provision of the Services;
European Union Treaty Principles	means the principles deriving from the Treaty on the Functioning of the

European Union in respect of public procurement of:

- (a) transparency;
- (b) proportionality;
- (c) equal treatment and non-discrimination; and
- (d) mutual recognition;

Event Of Default

means any act or omission on the part of any Party or its Staff in respect of:

- (a) any breach of its obligations under this Agreement; and
- (b) any representation, statement or tortious act or omission, including negligence, arising under or in connection with this Agreement;

FOIA

means the Freedom of Information Act 2000;

Intellectual Property

means any and all patents, trademarks, service marks, copyright, database rights, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached to such rights;

Law	means: (a) any Act of Parliament; (b) any subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978; (c) any exercise of the Royal Prerogative; and (d) any enforceable community right within the meaning of Section 2 of the European Communities Act 1972; in each case in force in the United Kingdom;
Personal Data	means all data that falls within the definition of "data" in the Data Legislation;
Parties	means the parties to this Agreement and the term "Party" shall be construed accordingly;
Principles of Collaboration	means the principles set out in Schedule 2 to this Agreement;
Regulations	means the Public Contracts Regulations 2015;
Relevant Transfer	means a relevant transfer of an undertaking for the purposes of TUPE;

Requesting Party	has the meaning given to it in clause 6.11.2;
Shared Head of Health and Safety	means the joint Head of Health and Safety for NYCC and CYC;
Shared Health and Safety Team	means the merged team of health and safety staff (now employed by NYCC) which provide the Services to NYCC and CYC
Services	means the range of services which shall be provided (all or in part) by the Shared Health and Safety Team to CYC under this Agreement and which are more specifically set out Schedule 1 to this Agreement but for the sake of clarification excludes any Traded Services carried out by NYCC;
Staff	means partners, directors, employees, agents and subcontractors of either Party in connection with the Agreement;
Term	means the period from the Commencement Date to expiry of this Agreement in accordance with clause 10;
Traded Services	any Health and Safety advice and guidance provided by NYCC to third party organisations other than CYC
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and/or any other regulations enacted for the purpose of

implementing the EC Acquired Rights Directive (Council Directive 2001/23/EC) into English law;

Working Day(s)

means any day between Monday to Thursday 0900 to 1700, Friday, 0900 to 1630, excluding public holidays; and

1.1 References to:

1.1.1 any Act, Order, Regulation, Statutory Instrument shall be construed as a reference to the Act, Order, Regulation or Statutory Instrument as amended, replaced, consolidated or re-enacted;

1.1.2 one gender include any other gender;

1.1.3 persons include corporations;

1.1.4 singular includes the plural;

1.1.5 clauses are to clauses to this Agreement; and

1.1.6 paragraphs are paragraphs of the Schedules to this Agreement.

1.2 The Schedules to this Agreement, together with the documents referred to in them, form part of this Agreement.

1.3 In the event of any conflict or inconsistency between this Agreement and any conditions detailed in the Schedules the following order of precedence shall apply:

1.3.1 this Agreement; and

1.3.2 the Schedules.

2. Commencement and Duration

This Agreement shall commence on the Commencement Date and continue unless and until terminated:

(a) as provided by the terms of this Agreement; or

(b) by either party giving to the other not less than twelve (12) months' prior written notice in accordance with clause 10.

3. Representatives

3.1 Each Party shall appoint a representative who shall have full authority to act on the applicable Party's behalf for the purposes of this Agreement ("**Authorised Representative**"). In the event there is a change to a Party's Authorised Representative, such Party shall inform all Parties of the identity of its new Authorised Representative no later than ten (10) Working Days after it made such change.

3.2 All Parties shall be entitled to treat any act of an Authorised Representative in connection with this Agreement as being expressly authorised by the relevant Party.

4. NYCC Obligations

NYCC shall through the Shared Health and Safety Team provide the Services with all reasonable skill and care and in accordance with the Schedules and the terms of this Agreement and shall comply with its obligations set out in this Agreement and its Schedules.

5. CYC Obligations

CYC shall comply with its obligations set out in this Agreement and its Schedules.

6. Mutual Obligations

6.1 Principles of Collaboration

The Parties agree that, to the extent which it is reasonably practicable, this Agreement shall operate on a collaborative basis and to this end each Party agrees to use all reasonable endeavours to adhere to the Principles of Collaboration.

6.2 Payment

6.2.1 Each Party shall pay the Costs in accordance with Schedule 3 of this Agreement.

6.2.2 CYC shall be liable to pay such value added tax as may be properly chargeable in respect of the delivery of the Services to it.

6.2.3 Invoices for the Costs shall be as described in Schedule 3 of this Agreement and CYC shall pay all undisputed elements of an invoice within thirty (30) days of receipt.

6.3 Assets and Accommodation

Any Equipment belonging to either Party on the Commencement Date or at any time during the Term shall remain vested in the owning Party. Each Party shall be responsible for the safety and security of such Equipment whilst such Equipment is on its premises and may not add to, modify or in any way interfere with such Equipment nor allow anyone else (other than someone authorised in writing by the other Party to do so.

6.3.1 The Parties shall not be liable to each other for any loss of or damage to any Equipment which is due to fair wear and tear and/or is caused by the other Party or any person acting on its or their behalf (as applicable).

6.4 Access

6.4.1 Each Party shall provide such access to the other to its premises or facilities as shall be required for the delivery of the Services.

6.4.2 Where a Party is responsible for any preparatory work in respect of the delivery of the Services, including the provision of items required by the other Party each Party shall ensure that all such activities are completed and items made available in sufficient time to allow the other Party to fulfil and complete their obligations in accordance with the Services.

6.5 Operational matters

Each Party acknowledges and agrees that, provided the applicable Party's Authorised Representative gives as much notice as possible to the other Party's Authorised Representative (and, whenever practicable, agrees the timescales with the Party's Authorised Representative) that Party may:

6.5.1 suspend the provision of the Services for operational reasons or due to an emergency; or

6.5.2 give the Party instructions concerning the Services which it reasonably believes are necessary for health and safety reasons or the quality of the Services provided to the applicable Party or any other person.

6.6 **Review Meetings**

6.6.1 The Authorised Representatives from each Party shall attend regular review meetings to:

6.6.1.1 review and discuss the operation of this Agreement;

6.6.1.2 share any lessons learned; and

6.6.1.3 consider any other matters reasonably required by any Party.

6.6.2 If any Party reasonably considers that a circumstance constitutes an emergency or otherwise requires immediate resolution, that Party may by notice to the other Party require that a review meeting be held as soon as practicable and in any event within five (5) Working Days following such notice.

6.7 **Best Value and Continuous Improvement**

Each Party which is subject to the best value duty imposed on local authorities by s3 of the Local Government Act 1999 shall each be responsible for ensuring compliance with such duty.

6.8 **Health and Safety**

6.8.1 Each Party shall comply with the requirements of the Law and in particular the Health and Safety at Work Act 1974 and the Management of Health and Safety Regulations 1999 insofar as they apply to the provision of the Services.

6.8.2 Each Party shall have in place a health and safety policy which complies with all statutory requirements.

6.9 **Data Protection**

6.9.1 Each Party shall comply with the DPA Principles and shall observe any other obligation under the Data Protection Legislation which arises in connection with this Agreement.

- 6.9.2 Each Party shall (and each shall procure that any of its Staff involved in the provision of the Services shall) comply with any notification requirements under the Data Protection Legislation.
- 6.9.3 Notwithstanding the general obligation in clauses 6.9.1 and 6.9.2 (above), where either Party (as applicable) is processing Personal Data as a Data Processor for another Party, the processing Party (as applicable) shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required by the DPA Principles; and
- 6.9.3.1 provide the Party with such information as the other Party may reasonably require to satisfy itself that the Party is complying with its obligations under the Data Protection Legislation;
- 6.9.3.2 promptly notify such Party of any breach of the security measures required to be put in place pursuant to this clause 6.9; and
- 6.9.3.3 ensure it does not knowingly or negligently do or omit to do anything which places a Party in breach of the other Party's obligations under the Data Protection Legislation.
- 6.9.4 Each Party shall ensure that Personal Data shall:
- 6.9.4.1 be processed fairly and lawfully in accordance with the requirements of DPA Principles;
- 6.9.4.2 be processed only for the purpose of the provision of the Services and shall not be processed for any other purpose without the applicable Party's approval;
- 6.9.4.3 be adequate, relevant and not excessive in relation to the purpose specified;
- 6.9.4.4 be accurate and, where necessary, kept up to date;

- 6.9.4.5 be secured to prevent unauthorised or unlawful processing and to protect against loss, destruction or damage;
 - 6.9.4.6 be held for only as long as necessary to meet the purpose;
 - 6.9.4.7 not be transferred to any country outside the European Economic Area without the applicable Party's approval; and
 - 6.9.4.8 be processed in accordance with the rights afforded to individuals under the Data Protection Legislation.
 - 6.9.4.9 be processed in accordance with Schedule 5
- 6.9.5 If either Party receives any subject request for Personal Data such request shall be referred to the relevant Party's data protection officer as soon as practicable after receipt.
- 6.9.6 The provisions of clause 6.9 shall apply during the Term and indefinitely after the expiry or termination of this Agreement.
- 6.9.7 Both Parties whether acting as a Data Processor or a Data Controller as defined in the Data Protection Act 2018 shall indemnify and keep indemnified each other in full from and against all claims, proceedings, actions, damages, costs, fines, expenses and any other liabilities which may arise out of, or in consequence of, the breach or purported breach of the Data Protection Act or the performance or non-performance by the either Party of its obligations under the Agreement, including loss of or damage to property, financial loss arising from any breach of the Data Protection Act 2018, or any other loss which is caused directly or indirectly by any act or omission of the either Party. Neither Party shall be responsible for any loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the other or by breach by the other of its obligations under the Agreement.

6.10 **Compliance with Law**

- 6.10.1 Each Party shall comply with all applicable Law and all other relevant regulations, codes of practice, guidance and other requirements of any relevant government or governmental agency relating to the Services including (but without limitation) the Human Rights Act 1998.

6.10.2 Without prejudice to clauses 6.7 to 6.9 (inclusive), where new Law is enacted during the Term which has the effect of changing the manner in which the Services (or any part of them) is to be provided, the Parties shall ensure that:

6.10.2.1 each Authorised Representative is informed of the nature and effect of such Law and the changes necessitated by it to the Services; and

6.10.2.2 the Services are provided in accordance with such changes in Law.

6.11 **Freedom of Information etc.**

6.11.1 Each Party acknowledges that the other Parties are subject to the requirements of the FOIA, the EIR and the Audit Act. Each Party shall assist and cooperate with each other (at its own expense) to enable all Parties to comply with any applicable information disclosure requirements.

6.11.2 Each Party shall make all reasonable efforts to assist all other Parties in meeting their respective obligations under the FOIA, EIR and Audit Act in respect of this Agreement. If a Party (the "**Requesting Party**") receives an access request under the FOIA, EIR and/or the Audit Act each other Party shall, upon written request, provide:

6.11.2.1 to the Requesting Party a copy of the information requested which is held by the other Parties on behalf of the Requesting Party within a period of five (5) Working Days; and

6.11.2.2 access to the relevant Authorised Representative, within a period of five (5) Working Days, to inspect information held by such Party on behalf of the Requesting Party.

6.11.3 Where a Requesting Party is asked to release information which any other Party believes to be exempt information under an exemption in the FOIA or EIR or Audit Act (as applicable), it shall state in writing to the Requesting Party the nature of the information and the relevant exemption. Each Party acknowledges that the final decision whether to disclose such information will rest with the Requesting Party and not with any other Party.

6.11.4 Nothing contained in this Agreement or any documents or negotiations relating to this Agreement shall prevent the Requesting Party from disclosing any information which (in the Requesting Party's reasonable opinion or in accordance with any recommendation, notice or decision of a competent authority) it is required to disclose under the FOIA, EIR or Audit Act (as applicable).

6.11.5 Each Party shall maintain an adequate records management system which will enable it to access the information within the time limits prescribed by the FOIA, EIR and/or the Audit Act (as applicable).

6.11.6 Each Party shall indemnify the Requesting Party against all claims, demands, actions, costs, proceedings and liabilities that the Requesting Party directly incurs due to the other Party's breach of clauses 6.11.2 to 6.11.5 (inclusive).

6.12 Confidentiality

6.12.1 Subject to clause 6.12.2, each Party shall keep confidential all information obtained from the other Parties or through its delivery or receipt of the Services.

6.12.2 Clause 6.12.1 shall not apply to any information which:

6.12.2.1 is or becomes public knowledge (otherwise than by a breach of clause 6.12.1);

6.12.2.2 was in the possession of the Party concerned without restriction as to its disclosure before receiving it from any other Party;

6.12.2.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; and/or

6.12.2.4 is disclosed in accordance with clauses 6.12.2.1 to 6.12.2.3 (inclusive).

6.12.3 Each Party shall ensure that all its Staff engaged in the delivery or receipt of the Services or otherwise with access to information relating to this Agreement and/or the Services shall comply with clauses 6.12.1 and 6.12.2.

- 6.12.4 Nothing in clauses 6.12.1 to 6.12.3 (inclusive) shall prevent the Parties from disclosing information under or in accordance with any legal requirement, or in accordance with any lawful requirements made by any regulatory body or inspectorate established by Law.

7. Intellectual Property

- 7.1 For the avoidance of doubt, all Intellectual Property relating to or used in connection with this Agreement and/or the Services shall continue to vest in each of the Parties as it did prior to the Commencement Date.
- 7.2 Each Party grants each other Party a non-exclusive, non-transferrable (except in the case of statutory or voluntary re-organisation) royalty free, right and licence to use its Intellectual Property so far as it is needed for the purposes of this Agreement.

8. Insurance

- 8.1 NYCC and CYC shall have in place and maintain public liability insurance against its liabilities under this Agreement for death, injury and/or third party damage for the sum of £5 million for any one occurrence.
- 8.2 NYCC and CYC shall have in place and maintain employer's liability insurance against its liabilities under this Agreement for death, injury and/or third party damage for the sum of £10 million for any one occurrence.
- 8.3 NYCC shall have in place and maintain professional indemnity insurance for the sum of £5 million pounds for each and every claim, or series of claims in the aggregate during the period of insurance.
- 8.4 NYCC shall supply to CYC (on written request) documentary evidence of the insurances in place to establish that Party's compliance with clauses 0 to 8.3 (inclusive).

9. Limitation of Liability

- 9.1 This clause sets out each Party's entire liability (including any liability for the acts and omissions of their respective Staff) to the other Party in respect of an Event of Default.
- 9.2 NYCC shall be liable for all actions, claims, proceedings and demands arising out of personal injury (including death) or damage to or loss of property which arises out of its negligent act or default in carrying out the Services. CYC shall be liable for all

actions, claims, proceedings and demands arising out of personal injury (including death) or damage to or loss of property which arises out of its negligent act or default.

9.3 Except to the extent permitted by Law each Party's liability to the other (other than any liability to pay the Costs for the Services under this Agreement) shall be limited to 1 million pounds

9.4 Subject to the provisions of clause 0, no Party is liable to any other Party or to any third party, whether in contract, tort, under statute or otherwise (including in each case negligence) or otherwise for any of the following types of loss or damage arising under or in relation to this Agreement:

9.4.1 any loss of profits, business contracts, anticipated savings, goodwill or revenue; and/or

9.4.2 any indirect or consequential loss or damage whatsoever,

including where a Party was advised in advance of the possibility of such loss or damage arising.

9.5 Each Party acknowledges and agrees that the provisions of this clause 9 are reasonable and are reflected in the amount of the Costs, and each Party hereby accepts such risk and shall insure such risk accordingly if it considers (at its absolute discretion) that insurance is necessary.

9.6 Each Party shall at all times take all reasonable steps to minimise and mitigate any losses for which it is entitled to be indemnified by or bring a claim against the other Party pursuant to this Agreement.

9.7 For the sake of clarity CYC is responsible for (1) any liabilities or claims which are the cause of its acts or omissions as a result of it either not following the advice and guidance provided by the Shared Health and Safety Team or not properly implementing that advice and guidance provided that the advice and guidance is not shown to be negligent, and (2) any breach of its statutory functions as long as a breach is not caused by negligent advice or guidance provided by the Shared Health and Safety Team in the course of the Agreement .

9.8 Each party will indemnify the other against claims brought as a result of a breach of any of their respective liabilities.

10. Termination

10.1 Either Party may terminate this Agreement with immediate effect without written notice if the other Party:

10.1.1 commits a material breach of this Agreement which is capable of remedy and the Party fails to remedy the breach within a reasonable time of a written notice to do so; or

10.1.2 commits a material breach of this Agreement which cannot be remedied.

10.2 Either Party may terminate this Agreement by giving at least twelve (12) months' notice in writing to the other Party.

11. Consequences of Termination

11.1 In the event this Agreement is terminated the following provisions of this clause 11 shall apply and each Party shall cooperate fully with each other to ensure an orderly end to the relevant arrangements in respect of the delivery of the Services.

11.2 In addition to any other rights or remedies which the Parties may have against each other each Party shall pay to the other Party any Costs due and payable to that Party for any Services already delivered in addition to such costs incurred or committed for disbursements by the Party or a third party subcontractor of either of them (as applicable) prior to the date of the termination.

12. Dispute Resolution

12.1 Any dispute or difference which arises between any of the Parties as to the construction of this Agreement, as to their respective rights, duties and obligations or as to any other matter arising out of or connected with the Agreement ("**Dispute**") shall be determined in accordance with the provisions of this clause 12.

12.2 Each Authorised Representative which is representing a Party in a Dispute shall consult in good faith in an attempt to come to an agreement in relation to the Dispute.

12.3 If the Authorised Representatives are unable to reach an agreement following the consultation referred to in clause 12.2 then the matter shall be referred to the respective Chief Executives of the Parties who shall use all reasonable endeavours to resolve such Dispute.

- 12.4 If the Parties are unable to reach an agreement following the consultation referred to in clause 12.3, the Parties shall submit the Dispute to a neutral adviser appointed by agreement between them to assist them in resolving the Dispute. Any Party may give written notice to the other(s) describing the nature of the Dispute, requiring it to be submitted to such a neutral adviser and proposing the name of a suitable person to be appointed. If no such person is appointed by agreement within ten (10) Working Days after such notice is given or, if no such notice is given within twenty (20) days after the dispute has arisen, any Party may request the Centre for Dispute Resolution to appoint a neutral adviser acceptable to the Parties.
- 12.5 The Parties shall, with the assistance of the neutral adviser appointed in accordance with clause 12.4, seek to resolve the Dispute by using an alternative dispute resolution ("**ADR**") procedure agreed between the Parties or, in default of such agreement established by a mutual adviser.
- 12.6 If the Parties accept any recommendations made by the neutral adviser or otherwise reach agreement as to the resolution of the Dispute, such agreement shall be recorded in writing and signed by the Parties and, if applicable, the neutral adviser and it shall be binding upon each Party.
- 12.7 If:
- 12.7.1 the Dispute has not been resolved to the satisfaction of the Parties within forty (40) Working Days after the appointment of the neutral adviser; or
 - 12.7.2 a Party fails or refuses to agree or participate in the ADR procedure; or
 - 12.7.3 in any event the dispute is not resolved within sixty (60) Working Days after it has arisen,
- then the dispute shall be resolved under clause 12.8 (below).
- 12.8 Any Dispute which is to be resolved under this clause 12.8 shall be resolved by the decision of an expert whose decision shall, save as to manifest error, be final and binding on the Parties. The expert shall be appointed by agreement between the Parties or, if within ten (10) Working Days after the Dispute fails to be resolved as otherwise provided by this clause 12, the Parties have been unable to agree on the appointment of an expert, any Party may apply to the President for the time being of the Chartered Institute of Arbitrators to appoint an expert.

12.9 In the event that any costs and fees incurred by the Parties are not met in accordance with an agreement reached through the ADR procedure or in accordance with a decision reached by the expert under clause 12.8 (above) each Party shall be responsible for its own costs.

13. Changes

13.1 Without prejudice to the other relevant provisions of this Agreement, any Party may at any time during the Term request a Change to the terms of this Agreement including a change to the Services.

13.2 No deletion from, addition to, or variation of this Agreement or the Schedules shall be valid unless agreed in writing and signed by authorised signatories on behalf of each of the Parties.

14. Publicity

Each Party agrees not to use any other Party's name or the existence of this Agreement in any publicity materials or advertising without the prior written consent of the other Parties, such consent not to be unreasonably withheld or delayed.

15. TUPE

TUPE may apply to any Relevant Transfer of Staff under this Agreement (including at its termination). Where TUPE applies, the provisions of Schedule 4 of this Agreement apply.

16. Assignment and Sub Contracting

Neither Party shall assign or transfer this Agreement or any of the obligations or rights under this Agreement in whole or in part (save to any legal entity with which a Party merges or which is a successor body to the Party and for the avoidance of doubt this includes by reason of statutory or voluntary reorganisation of CYC) without the prior written consent of the other Party.

17. Rights of Third Parties

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

18. Notices

- 18.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the relevant Party (at the address given at the front of this Agreement) and for the attention of the Authorised Representative, or as otherwise specified by the relevant Party by notice in writing to the other Party.
- 18.2 Any notice shall be deemed to have been duly received if delivered personally, when left at the appropriate address and for the appropriate contact referred to in clause 18.1 or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 18.3 This clause 18 shall not apply to the service of any in any proceedings or other documents in any legal action.
- 18.4 A notice required to be given under or in connection with this Agreement shall not be validly served if sent by e-mail.

19. Waiver

- 19.1 The rights and remedies of the Parties in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by any Party nor by any failure of, or delay by a Party in ascertaining or exercising any such rights or remedies.
- 19.2 Any waiver of any breach of this Agreement shall be in writing and signed by all relevant Parties.
- 19.3 The waiver by any Party of any breach of this Agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

20. No Agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any Party as the agent of the other or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

21. Further Assurance

- (a) Each Party shall at its own cost and expense do or procure to be done all such further acts and things and execute or procure the execution of all such documents as may from time to time be necessary for the purpose of giving effect to the provisions of and the benefits and rights granted pursuant to this Agreement.
- (b) No activities undertaken by either NYCC or CYC outside the scope of this Agreement will impact on the liabilities contained herein of the other party and any indemnities herein will not relate or extend to such activities.

22. Severance

- 22.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force without affecting the remaining provisions of this Agreement.
- 22.2 If any provision of this Agreement is held to any extent invalid or unenforceable the Parties agree to immediately commence negotiations in good faith in order to remedy such invalidity or unenforceability and substitute a valid and enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

23. Entire Agreement

This Agreement (including the Schedules and any documents referred to therein) represents the entire agreement between the Parties and supersedes all other undertakings, statements and agreements relating to the subject matter of this Agreement.

24. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall be an original and all the counterparts together shall constitute one and the same instrument.

25. Governing Law and Jurisdiction

This Agreement shall be governed by English Law and all Parties agree to submit to the exclusive jurisdiction of the English Courts.

EXECUTED as a DEED

by the affixing of the COMMON SEAL of

**NORTH YORKSHIRE COUNTY
COUNCIL**

in the presence of:

Authorised Signatory

EXECUTED as a DEED

by the affixing of the COMMON SEAL of

CITY OF YORK COUNCIL

in the presence of:

Authorised Signatory

Schedule 1 - Services

1. Provision of the Service by NYCC via the Shared Health and Safety Team to CYC

1.1 NYCC will provide the Service to both NYCC and CYC. The management of the team enables both NYCC and CYC to comply with the requirement of regulation 7 and other statutory requirements of the Management of Health and Safety Regulations 1999 to access competent health and safety assistance.

1.2 NYCC will provide to CYC strategic leadership on all Health and Safety matters which includes:

- i. Promotion of a Health and Safety Culture in CYC
- ii. Assistance and support in accident and incident investigations including RIDDOR reporting and liaison with regulators and other agencies (including HSE, Fire and Rescue Services and Police)
- iii. Advice on local policy and procedure development
- iv. Health and safety advice and guidance in respect of all CYC's statutory functions
- v. Assistance to managers in the conduct of risk assessments and/or assistance in completion of fire risk assessments
- vi. Asbestos Management Reviews
- vii. Assistance with training identification and delivery of health and safety courses
- viii. Audit and monitoring of services as regards health and safety performance
- ix. Assistance with measuring and reviewing H&S performance
- x. Attendance at relevant Portfolio Holder, Executive and Council meetings as appropriate
- xi. Advice to the CYC Safety Advisory Group (SAG) regarding Event Safety
- xii. Presence at appropriate formal Trade Union Health and Safety meetings in particular (for CYC) the Joint Health and Safety Committee quarterly and the Department Health and Safety Committees as appropriate

1.3 NYCC, in addition through the Shared Head of Health and Safety will:

- i. Contribute to CYCs business planning
- ii. Attend Departmental Management Team and Council Team Meetings as required
- iii. Contribute as a Member of each council's management arrangements such as the CYC Leading Together cohort

1.4 The Service to NYCC and CYC will be tailored to meet the needs and priorities of NYCC and CYC through liaison with the Authorised Representatives.

2. Provision and oversight of the Service

2.1 The Shared Head of Health and Safety and all those staff delivery services as part of this Agreement will be employed (or commissioned in the case of agency staff) by NYCC who will act as host for the Services and ensure delivery of this Agreement on a day to day basis.

2.2 The performance of the Services will be overseen and monitored by a Client Group consisting of an Assistant Director from both NYCC and CYC, supported by a finance representative from both CYC and NYCC and the Shared Head of Health and Safety.

2.3 The role of the Client Group will be to monitor this Agreement and the Services to be delivered in accordance with this Agreement and to ensure service delivery, quality and performance are maintained and delivered.

2.4 The Parties shall prepare an annual performance report for review by the Client Group.

Schedule 2 - Principles of Collaboration

The Parties shall adopt the following principles:

1. Collaborate and co-operate: Establish and adhere to the governance structure set out in this Agreement to ensure that activities are delivered and actions taken as required;
2. Be accountable: Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement;
3. Be open: Communicate openly about major concerns, issues or opportunities relating to the Services and this Agreement;
4. Learn, develop and seek to achieve full potential: Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
5. Adopt a positive outlook: behave in a positive, proactive manner;
6. Adhere to statutory requirements and best practice: Comply with applicable laws and standards including the Directive, the Regulations, the Data Protection Legislation and legislation in relation to freedom of information;
7. Act in a timely manner;
8. Manage stakeholders effectively;
9. Deploy appropriate resources: Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Agreement; and
10. Act in good faith to support compliance with these Principles of Collaboration.

Schedule 3 – Costs and Sharing

1. Costs

1.1 CYC shall pay their annual contribution in relation this Agreement (which is equivalent to the total CYC health and safety service budget), currently 30% of the operational budget for the Services, to NYCC on the Commencement Date and then on the 1st May each year thereafter for the duration of the Term.

1.2 The remaining 70% of the operational budget for the Services shall be met by NYCC.

1.3 NYCC shall raise an invoice against a CYC purchase order for payments due under this Agreement in a format to be agreed. The ongoing and total cost of the Services will be monitored and agreed by the Client Group for the duration of the Term.

1.4 In the event that any:

(a) additional contributions are required from either Party during the Term over and above the operational budget for the Services (as referred to in paragraphs 1.1 and 1.2 above); and/or

(b) additional Staff are required during the Term,

this shall be discussed and agreed by the Client Group in advance.

Schedule 4 – TUPE and Staff Management

1. Interpretation

1.1 In this Schedule 4, capitalised terms shall have the meaning given to them in clause 1 of this Agreement and in addition the following terms shall have the meanings as follows:

Administering Authority means the relevant LGPS administering authority acting in its capacity as the administering authority of the relevant part of the LGPS Pension Fund for the purposes of the LGPS Regulations;

Admission Body means an admission body for the purposes of paragraph 1 of Part 3 of Schedule 2 to the LGPS Regulations;

ARD means EC Council Directive 2001/23/EC;

Compensation Regulations means the Local Government (Early Termination of Employment) (Discretionary Compensation) England and Wales Regulations 2006 (SI 2006/2914);

Eligible Employees means:

- (a) Transferring Employees whose employment transfers to NYCC or any other relevant sub-contractor and who are active members of or have the right to acquire benefits under the LGPS on a Services Commencement Date;
- (b) the Transferring Original Employees who are active members of or have the right to acquire benefits under either the LGPS or a broadly comparable pension scheme provided by their existing employer on a Services Commencement Date; and

for so long as they are employed in connection with the provision of the Services or part of such Services;

Employee Costs

means:

- (a) any right to a redundancy payment (whether contractual or otherwise), notice pay (including benefits) or payment in lieu of notice (including benefits), and any accrued but untaken holiday entitlements due to any Transferring Employees which are required by Law or by contract to be made to such Transferring Employees and which arise as a result of their dismissal under this Agreement where lawful notice is given within five (5) Working Days of the end of the Offer Period; and
- (b) any basic award and/or compensation awarded to any Transferring Employee in respect of any unfair dismissal claim arising out of or in relation to the dismissal of any Transferring Employee in the circumstances described (provided that notice of termination is given within five (5) Working Days of the end of the Offer Period), and any claim arising from a failure by a Party to comply with its obligations to inform and consult or procure the election of representatives under TUPE;

Employee Liability Information

means the employee liability information to be provided pursuant to Regulation 11 of TUPE;

LGPS

means the Local Government Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under sections 7 and 12 of the Superannuation Act 1972

LGPS Regulations

means the Local Government Pension Scheme Regulations 2013 (SI 2013/2356), as amended;

Relevant Employees	means those employees who are the subject of a Relevant Transfer;
Return Date	means in respect of any of the Services the date on which NYCC or any other relevant sub-contractor ceases to provide such Services to CYC for any reason;
Returning Employees	means those employees wholly or mainly engaged in the provision of any of the Services at or immediately before the cessation of provision of such Services by NYCC or any other relevant sub-contractor and whose employment transfers to CYC pursuant to TUPE;
Services Commencement Date	means for the purposes of this Schedule 4 the date on which NYCC or any other relevant sub-contractor begins to provide Services to CYC;
Services Termination Date	means for the purposes of this Schedule 4 the date on which NYCC or any other relevant sub-contractor ceases to provide Services to CYC;
Terminated Service	means any or all of the Services which NYCC or any other relevant sub-contractor ceases to provide for whatever reason;
Transferee Admission Agreement	means an admission agreement entered into in accordance with the LGPS Regulations by the Administering Authority and NYCC or any other relevant sub-contractor (as applicable);
Transferring Employee	means an employee of CYC whose contract of employment becomes, by virtue of the application of TUPE in relation to what is done for the purposes of carrying out this Agreement between CYC and NYCC, a contract of employment with a person other than NYCC; and

- Transferring Original Employee** means an employee of CYC:
- (a) who became, by the application of the Transfer of Undertakings (Protection of Employment) Regulations 1981 or TUPE in relation to what was done for the purposes of carrying out a contract between a local government employer and another body, an employee of a person other than the local government employer;
 - (b) whose contract of employment on each occasion when an intervening contract was carried out became, by virtue of the application of the Transfer of Undertakings (Protection of Employment) Regulations 1981 or TUPE in relation to what was done for the purposes of carrying out the intervening contract, a contract of employment with a person other than his or her existing employer; and
 - (c) whose contract of employment becomes, by virtue of the application of TUPE in relation to what is done for the purposes of carrying out this Agreement, a contract of employment with a person other than CYC.

For the purposes of this definition, "intervening contract" has the meaning ascribed to that phrase in paragraph 10 of the Best Value Authorities Staff Transfers (Pensions) Direction 2007.

- 1.2 In this Schedule 4, all references to NYCC that it or any other relevant sub-contractor of NYCC shall or shall not take certain actions shall create a duty on NYCC to take such steps to procure that such actions shall or shall not be taken as are reasonable in all of the circumstances of the case, including but not limited to the ability of NYCC to compel such sub-contractor to take, or refrain from taking, such actions.

2. Commencement

The Parties agree that TUPE and the ARD apply on the Commencement Date and that there may be individuals presently employed by CYC whose contracts of employment will transfer to NYCC (whether in accordance with TUPE or otherwise).

3. Accession of CYC

Emoluments and Outgoings

3.1 NYCC shall procure that NYCC is and all other relevant sub-contractors are responsible for all remuneration, benefits, entitlements and outgoings in respect of the Relevant Employees and any other person who is or will be employed or engaged by NYCC or any such sub-contractor in connection with the provision of any of the Services, including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, (subject to paragraph 5) pension contributions and otherwise, accruing from and including the relevant Services Commencement Date.

Union Recognition

3.2 NYCC shall procure that neither NYCC nor any other relevant sub-contractor shall adversely amend any terms and conditions of employment of any employee engaged in the provision of any of the Services where the amendment of such terms and conditions is governed by any collective agreement applicable to the relevant employees' employment, in which case any such adverse amendment of terms and conditions shall take place in accordance with the terms of the applicable collective agreement. This paragraph shall not apply in the case of amendments to terms and conditions required to comply with Law.

Indemnities

3.3 NYCC shall indemnify and keep indemnified in full CYC, against

3.3.1 all claims, demands, actions, costs, proceedings and liabilities incurred by CYC in connection with or as a result of a breach by NYCC of its obligations under this Agreement; and

3.3.2 all claims, demands, actions, costs, proceedings and liabilities incurred by CYC in connection with or as a result of any claim by any Relevant

Employee, trade union or staff association or employee representative (whether or not recognised by NYCC and/or any other relevant sub-contractor in respect of all or any of the Relevant Employees) arising from or connected with any failure by NYCC and/or any of its sub-contractors to comply with any legal obligation to such trade union, staff association or other employee representative whether under Regulation 13 of TUPE, under the ARD or otherwise and, whether any such claim arises or has its origin before or after the date of the relevant Services Commencement Date.

3.4 NYCC shall indemnify and keep indemnified in full CYC against all claims, demands, actions, costs, proceedings and liabilities incurred by CYC in connection with or as a result of:

3.4.1 any claim by any Relevant Employee that any proposed or actual substantial change by NYCC or any other relevant sub-contractor to the Relevant Employees' working conditions or any proposed measures of NYCC or any other relevant sub-contractor are to that employee's detriment whether such claim arises before or after the relevant Services Commencement Date; and

3.4.2 any claim arising out of any misrepresentation or mis-statement whether negligent or otherwise made by NYCC or any other relevant sub-contractors to the Relevant Employees or their representatives whether before on or after the relevant Services Commencement Date and whether liability for any such claim arises before on or after the relevant Services Commencement Date.

3.5 The indemnities in this Agreement shall not apply in respect of any sum for which CYC is to indemnify NYCC (on its own behalf and on behalf of NYCC or any other relevant sub-contractor) pursuant to this Agreement or to the extent that the claim arises from a wrongful act or omission of CYC.

Provision of Details and Indemnity

3.6 NYCC shall procure that NYCC and any other relevant sub-contractor shall as soon as reasonably practicable and in any event within ten (10) Working Days following a written request by CYC provide to CYC details of any "measures" which NYCC or any of its sub-contractors envisages it or they will take in relation to any employees who are or who will be the subject of a Relevant Transfer, and if there are no measures, confirmation of that fact, and shall indemnify CYC against all claims,

demands, actions, costs, proceedings and liabilities resulting from any failure by NYCC to comply with this obligation.

Change of provider of the Services

- 3.7 On the cessation of the provision of any Services by NYCC or any other relevant sub-contractor for any reason ("**Terminated Services**"), CYC and NYCC agree that it is their intention that TUPE shall apply in respect of the provision thereafter of any service equivalent to the Terminated Services but the position shall be determined in accordance with the law at the date of expiry or termination as applicable and this paragraph is without prejudice to such determination.
- 3.8 NYCC shall procure that all wages, salaries and other benefits of the Returning Employees and other employees or former employees of NYCC or any other relevant sub-contractors who had been engaged in the provision of the Terminated Services and all PAYE tax deductions and national insurance contributions relating thereto in respect of the employment of the Returning Employees accruing up to the Return Date are satisfied, and NYCC shall indemnify and shall keep indemnified in full CYC against all claims, demands, actions, costs, proceedings and liabilities arising from any breach of NYCC's obligations under this Agreement.
- 3.9 CYC shall ensure or shall procure that all wages, salaries and other benefits of the Returning Employees, and all PAYE tax deductions and national insurance contributions relating thereto in respect of the employment of the Returning Employees accruing on and after the Return Date are satisfied.
- 3.10 Without prejudice to paragraph 3.8, NYCC shall:
- 3.10.1 procure that NYCC and all other relevant sub-contractors remain responsible for all NYCC's or the relevant sub-contractors' employees (other than the Returning Employees) on or after the Return Date, and indemnify CYC) against all claims, demands, actions, costs, proceedings and liabilities incurred by CYC resulting from any claim whatsoever whether arising before on or after the Return Date by or on behalf of any of NYCC's or any other relevant sub-contractor's employees who do not constitute the Returning Employees; and
- 3.10.2 in respect of those employees who constitute Returning Employees, indemnify CYC against all claims, demands, actions, costs, proceedings

and liabilities incurred by CYC resulting from any claim whatsoever by or on behalf of any of the Returning Employees arising out of or in respect of the period on or after the Services Commencement Date but on or before the Return Date (whether any such claim, attributable to the period up to and on the Return Date, arises before, on or after the Return Date) where such claim arises out of any act, fault or omission of NYCC or any other relevant sub-contractor including but not limited to any failure by NYCC or such sub-contractor to comply with its or their obligations under Regulation 13 of TUPE and/or Article 6 of the ARD as if such legislation applied, even if it does not in fact apply save to the extent that any such failure to comply arises as a result of an act or omission of CYC.

3.11 NYCC shall procure that NYCC and other relevant sub-contractors shall discharge all of its or their obligations arising under TUPE in respect of or in connection with its or their ceasing to provide any of the Services for any reason and acknowledges that the indemnities it gives in this Agreement above shall be without prejudice to:

3.11.1 any remedies available to CYC in respect of any alleged failure by NYCC or any other relevant sub-contractor to discharge such obligations (and in particular under Regulation 12 of TUPE); or

3.11.2 any arguments which CYC may wish to advance in defence of any claims made by employees or their representatives in respect of any alleged breaches of Regulations 13 and 14 of TUPE and/or Article 6 of the ARD.

Sub-Contractors

3.12 In the event that NYCC or any other relevant sub-contractor enters into any sub-contract in connection with this Agreement, NYCC shall procure that NYCC or such relevant sub-contractor shall impose obligations on its sub-contractors in the same terms as those imposed on it pursuant to this Agreement and shall procure that each sub-contractor complies with such terms.

3.13 NYCC shall indemnify and keep CYC indemnified in full against all claims, demands, actions, costs, proceedings and liabilities incurred by CYC as a result of or in connection with any failure on the part of NYCC to procure the compliance by NYCC and/or any other relevant sub-contractor within this Agreement.

4. Employees – General

NYCC's Employees

- 4.1 NYCC shall procure that NYCC and other relevant sub-contractors shall during the period of delivery of Services to CYC be entirely responsible for the employment and conditions of service of all employees engaged in the provision of such Services.

Work Permits

- 4.2 NYCC shall procure that all employees engaged in the provision of the Services from time to time (whether employed by NYCC or any sub-contractor) have the right to work in the United Kingdom and to provide the Services, and are in possession of appropriate evidence of such right.

5. Pensions

NYCC and other relevant sub-contractors to become Admission Bodies

- 5.1 Where NYCC or any other relevant sub-contractor employs any Eligible Employees from a Services Commencement Date and wishes to offer those Eligible Employees membership of the LGPS, NYCC shall procure that NYCC or the relevant sub-contractor shall become an Admission Body. NYCC shall procure that NYCC and each such relevant sub-contractor shall on or before the relevant Services Commencement Date execute a Transferee Admission Agreement, which will have effect from and including such Services Commencement Date.

Undertaking from NYCC

- 5.2 NYCC undertakes to CYC (for the benefit of CYC or itself, as agent and trustee for the benefit of the Eligible Employees) that (other than in the implementation of any provision of a collective agreement agreed in line with national practice and procedure) NYCC shall not, and shall procure that no sub-contractor shall, during the term of this Agreement change any term or condition of employment of any Eligible Employee engaged in the Services in a manner which has or may have the effect of increasing the liabilities of CYC under the LGPS or this paragraph 5 without the prior consent of CYC (which shall not be unreasonably withheld).

SCHEDULE 5 - DATA PROCESSING

1. The contact details of the North Yorkshire County Council’s Data Protection Officer is:

Veritau Ltd

County Hall

Racecourse Lane

Northallerton

DL7 8AL

Email: infogov@northyorks.gov.uk

Telephone: 01609 532526

2. The contact details of the Joint Data Protection Officer is:

Lorraine Lunt, Information Governance & Feedback Team Manager, CYC, West Offices, Station Rise, York.

3. Pursuant to clause 6.9 of the Agreement, NYCC shall process the Personal Data as follows and any further instructions from the Council shall be incorporated into this Schedule 5.

Description	Details
Subject matter of the processing	<p>NYCC through the Shared Health and Safety Team acts as the source of competent health and safety advice in accordance with the Management of Health and Safety at Work Regulations (The Data Processor).</p> <p>Personal and personal sensitive data will be processed under the NYCC-CYC Health and Safety Collaboration Agreement for the purposes set out in the Agreement and otherwise in the furtherance of the arrangements between the Parties, in each case in connection with the provision of the Services.</p>

<p>Duration of the processing</p>	<p>The duration of processing shall commence on the Commencement Date and continue unless and until terminated:</p> <p>(a) as provided by the terms of the NYCC-CYC Health and Safety Collaboration Agreement or</p> <p>(b) by either party giving to the other not less than twelve (12) months' prior written notice in accordance with clause 10 of the NY-CYC HS Collaboration Agreement.</p>
<p>Nature and purposes of the processing</p>	<p><i>NYCC through the Shared Health and Safety Team acts as the source of competent health and safety advice in accordance with the Management of Health and Safety at Work Regulations 1999 (The Data Processor).</i></p> <p><i>The Shared Health and Safety Team will be provided with personal information following an accident or an incident, or after an individual specific risk assessment from the relevant Data Controller. The Shared Health and Safety Team will then handle the case on behalf of the Data Controller.</i></p>
<p>Type of Personal Data being processed.</p>	<p>Personal Data and Personal Sensitive Data will be processed:</p> <p>This will include the:</p> <ul style="list-style-type: none"> • name, date of birth, address and contact details of the subject of the accident, • details of the incident, and/or risk assessments including personal e.g. new and expectant mothers, young persons, individual etc. • Information of injuries and/or medical conditions and histories if appropriate. • Witness statements • Relevant correspondence/records (e.g. emails, risk assessments, previous incident reports); • Training and other similar records; • CCTV and /or photographs (including those of the relevant injury).

<p>Categories of Data Subject</p>	<p>Depending on the circumstances, the Personal Data may concern one or more of the following categories of Data Subjects (as determined by North Yorkshire County Council or agreed between the Parties) and such other categories as North Yorkshire County Council may specify or the Parties may agree from time to time:</p> <ul style="list-style-type: none"> • Staff members from the relevant Data Controllers Organisations; • Members of the public 						
<p>Plan for return and destruction of the Personal Data once the processing is complete UNLESS requirement under union or member state law to preserve that type of Personal Data</p>	<p>Data must be retained as follows (where legal proceedings have been undertaken then the data will be retained until such time as these proceeding are fully completed – this includes any statutory appeal periods:</p> <table border="1" data-bbox="647 1039 1385 2045"> <thead> <tr> <th data-bbox="647 1039 1015 1111">Data held</th> <th data-bbox="1015 1039 1385 1111">Retention period</th> </tr> </thead> <tbody> <tr> <td data-bbox="647 1111 1015 1899"> <p>Accident/Incident Records including investigation reports and supporting documentation</p> </td> <td data-bbox="1015 1111 1385 1899"> <p>For 4 years or longer if necessary to be in accordance with particular statutory requirements depending upon the circumstances of the incident. For example :-</p> <p>-Children's information must be kept until their 21st birthday (or to their 25th birthday if the young person has special educational needs.) Adults' information must be kept for three years after the incident.</p> <p>-Information relating to asbestos or other health-related incidents is kept for 40 years.</p> <p>- 50 years in the case of an incident involving exposure to ionising radiation</p> </td> </tr> <tr> <td data-bbox="647 1899 1015 2045"> <p>Individual Risk Assessments</p> </td> <td data-bbox="1015 1899 1385 2045"> <p>In accordance with legal requirements depending upon circumstances.</p> </td> </tr> </tbody> </table>	Data held	Retention period	<p>Accident/Incident Records including investigation reports and supporting documentation</p>	<p>For 4 years or longer if necessary to be in accordance with particular statutory requirements depending upon the circumstances of the incident. For example :-</p> <p>-Children's information must be kept until their 21st birthday (or to their 25th birthday if the young person has special educational needs.) Adults' information must be kept for three years after the incident.</p> <p>-Information relating to asbestos or other health-related incidents is kept for 40 years.</p> <p>- 50 years in the case of an incident involving exposure to ionising radiation</p>	<p>Individual Risk Assessments</p>	<p>In accordance with legal requirements depending upon circumstances.</p>
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<p>Individual Risk Assessments</p>	<p>In accordance with legal requirements depending upon circumstances.</p>						

		<p>For example, information relating to a fire risk assessment should be kept for 6 years for insurance purposes, but risk assessments on asbestos must be kept for 60 years.</p>
<p>Data maybe returned to the Data Controller, upon termination of the agreement if requested.</p>		

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Executive**18 August 2022**

Report of the Chief Operating Officer

Portfolio of the Executive Member for Finance and Major Projects

2022/23 Finance and Performance Monitor 1**Summary**

- 1 To present details of the overall finance and performance position for the period covering 1 April 2022 to 30 June 2022, together with an overview of any emerging issues. This is the first report of the financial year and assesses performance against budgets, including progress in delivering the Council's savings programme.
- 2 This report highlights a number of known pressures that need to be carefully managed throughout the year, with mitigation strategies being in place and regularly monitored across all directorates. Through ongoing monitoring and identification of mitigation alongside a review of reserves and other funding, the Council will continue to make every effort to reduce this forecast position but it is possible that it will not be reduced to the point that the outturn will be within the approved budget. The Council has £6.9m of general reserves that would need to be called on if this were the case.
- 3 We continue to see significant and ongoing pressure across both children's and adults social care budgets in particular. Within Children's these pressures are mainly in relation to Out of City placements and the continued use of agency staff. With Adults, the main pressures include the cost of care beds and also an inability to recruit to vacancies leading to the use of more expensive agency staff.
- 4 As outlined in the 2021/22 outturn report, considered by Executive in June 2022, many of the budget pressures are recurring whilst the mitigations that have allowed us to balance the budget were one off. Given the recent increases in interest rates, rising inflation and the ongoing pressures in both adults and children's social care it is therefore unsurprising that the early forecast is a significant overspend. Inflationary pressures are a particular challenge, adding some £4.5m to the overall forecast outturn. Further pressures are expected in respect of the budget for pay award. Negotiations for the 2022/23 pay award are yet to begin,

however the higher rates of inflation and cost of living crisis have emerged since the budget was set in February. Latest indications are that the 2022/23 pay settlement will be higher than the 2% allowed for in the budget.

- 5 Whilst the council's overall financial health provides a strong platform upon which to meet these financial challenges and good progress is being made with the achievement of savings, the forecast outlined in this report remains a matter of concern. The ongoing pressures within social care will again need to be addressed in the 2023/24 budget setting process.

Recommendations

- 6 Executive is asked to:
 - note the finance and performance information and the actions needed to manage the financial position

Reason: to ensure expenditure is kept within the approved budget.

Financial Summary

- 7 The gross financial pressures facing the council are projected at £8.7m but after mitigation and further action it is considered that this can be brought down to a net position of £6.7m.
- 8 As previously reported, there are serious underlying budget pressures across both adult and children's social care. Both adult and children's social care is operating in an extremely challenging environment and as a result additional funding of £7.6m was allocated across the People directorate in the 2022/23 budget.
- 9 This report highlights a number of known pressures that need to be carefully managed throughout the year, with mitigation strategies being in place and regularly monitored across all directorates. Through ongoing monitoring and identification of mitigation alongside a review of reserves, the Council will continue to make every effort to reduce this forecast position but it is likely that it will not be reduced to the point that the outturn will be within the approved budget. The Council has £6.9m of general reserves that would need to be called on if this were the case.
- 10 A number of mitigations and cost control measures will need to be considered to ensure that there are additional expenditure controls in place to ensure a reduction in expenditure. Given the scale of the financial challenge, and the expected impact on budgets in future years due to inflationary and other pressures outlined above, it is vital that every effort is made to balance the overall position. It is recognised that this will

require difficult decisions to be made in order to protect front line services to vulnerable residents.

- 11 York is maintaining both sound financial management, and delivering priority services to high standards, during a continued period of significant financial challenge. Whilst the Council's track record of delivering savings and robust financial management provides a sound platform to continue to be able to deal with these and future challenges there remains a significant risk to ongoing service delivery and achievement of Council priorities that needs to be managed effectively.

Financial Analysis

- 12 The Council's net budget is £135m. Following on from previous years, the challenge of delivering savings continues with £6.4m to be achieved in order to reach a balanced budget. Early forecasts indicate the Council is facing net financial pressures of £6.7m (after mitigation) and an overview of this forecast, on a directorate by directorate basis, is outlined in Table 1 below. The main variations and any mitigating actions that are proposed are summarised in Annex 1.

Service area	Net budget	2022/23 Gross Forecast Variation	Mitigation	2022/23 Net Forecast Variation
	£'000	£'000	£'000	£'000
Children & Education	22,365	7,280		7,280
Adult Social Care & Integration	49,544	1,750		1,750
Place	21,748	1,247	-500	747
Customers & Communities, Public Health & Corporate Services	24,655	1,193	-500	693
Central budgets	18,072	-2,729		-2,729
Sub Total		8,741	-1,000	7,741
Contingency	-1,000		-1,000	-1,000
Total including contingency	135,384	8,741	-2,000	6,741

Table 1: Finance overview

Reserves and Contingency

- 13 The February 2022 budget report to Full Council stated that the minimum level for the General Fund reserve should be £6.8m (equating to 5% of the net budget). At the beginning of 2022/23 the reserve stood at £6.9m

and, as part of the budget report, approval was given to maintain this level of reserve in 2022/23 thus giving some headroom above the minimum level to take account of the continued risks facing the council, in particular the scale of future reductions on top of those already made.

- 14 Should the mitigation outlined in annex 1 not deliver the required level of savings in the current financial year then this reserve is available to support the year end position. However, in light of the ongoing financial challenges being faced by all councils it is now more important than ever to ensure the Council has sufficient reserves. Therefore, should it be the case that we need to draw down a substantial amount from this general reserve in 2022/23, some growth will need to be included in the 2023/24 budget to ensure that reserves can be maintained at an appropriate level.
- 15 In addition to the general reserve of £6.9m there are a range of other earmarked reserves where funds are held for a specific purpose. These reserves are always subject to an annual review and these funds will again be reviewed on a quarterly basis and where appropriate to do so will be released to support the in-year position. Whilst this is a prudent approach that will ensure the financial resilience of the Council it is not a substitute for resolving the underlying overspends but instead allows time to develop future savings proposals in a planned way.
- 16 As in previous years a contingency budget is in place and this is currently assumed to be available to offset the pressures outlined in this report. The unused budget of £0.5m from last year, added to the base budget of £0.5m totals £1m available to offset the forecast overspend.

Loans

- 17 Further to a scrutiny review, it was agreed that these quarterly monitoring reports would include a review of any outstanding loans over £100k. There are 2 loans in this category. Both loans are for £1m and made to Yorwaste, a company part owned by the Council. The first was made in June 2012 with a further loan made in June 2017 as agreed by Executive in November 2016. Interest is charged on both loans at 4% plus base rate meaning currently interest of 5.25% is being charged. All repayments are up to date.

Performance – Service Delivery

- 18 In spite of the many challenges that the organisation and City has faced over the last two years, performance across the wider organisation, not just the Council plan indicators, has continued to remain high and continues to compare favourably when benchmarked against other areas with similar characteristics to York. Whilst Covid and the actions taken to

tackle the global pandemic have in places affected performance in the short-term, the general pattern for data and information monitored by the Council is that levels of resident and customer satisfaction, timeliness and responsiveness, as well as various directorate and service based indicators, have remained positive.

- 19 It is likely that due to impacts of COVID, a number of the Council Plan indicators will continue to see a change both in terms of their numbers and their direction of travel in future reporting periods. The majority of the performance measures within the Council Plan have a lag between the data being available, and the current reporting period and therefore impacts will not be immediately seen, and may occur over several years as new data becomes available.
- 20 Over recent months, the cost of living has continued to rise, due in part to the following:
 - The Office for Budget Responsibility (OBR) forecast inflation to be above 7% until at least Q1 2023-24. For 2022-23, the OBR forecast inflation to average 8%, more than double its previous forecast of 3.7%. Inflation reached 9.1% in May 2022, which indicates that inflation for Q2 2022 will almost certainly surpass the forecast. In response to higher inflation, interest rates have been raised from a low of 0.1% to 1.25% in mid June 2022.
 - In the year to May 2022, domestic gas prices increased by 95% and domestic electricity prices by 54%, due in part to a return of global gas demand as pandemic restrictions are lifted and lower than normal production of natural gas.
 - In a mid-June report, the Institute of Grocery Distribution anticipated annual food price inflation to be around 11% in 2022, peaking at 15% this summer.
 - Benefits increased by 3.1% in April 2022, which is less than the current (and expected) level of inflation.
- 21 This crisis will have an impact on residents, particularly those from lower income families, and businesses in the city. A number of performance indicators across all eight council plan themes will be affected in the short term, with both financial and reputational impacts. These indicators will be monitored and reported on through performance management framework processes over the coming months.
- 22 The Executive for the Council Plan (2019-23) agreed a core set of strategic indicators to help monitor the council priorities and these provide the structure for performance updates in this report. The indicators have been grouped around the eight outcome areas included in the Council Plan. Some indicators are not measured on a quarterly basis and the DoT

(Direction of Travel) is calculated on the latest three results whether they are annual or quarterly.

23 A summary of the strategic indicators that have an **improving** direction of travel based on the latest, new, available data are shown below and further details around all of the core indicator set can be seen in Annex 2.

- **Cycling data** - Cycling counter data from across the city has been cleaned and anomalies removed prior to final re-calculation of results during the Autumn, leaving an initial level of 132% of 2009 baseline compared to 113% the previous year. This suggests a welcome return towards pre-pandemic levels, (138%) in 2019. It is worth noting that during 2021 many cycle-related commuter trips did not happen for long periods during this year due to staff either being furloughed or working from home and is likely to be the main cause of levels not returning to 2019. This is further evidenced by AM/PM data having lower peaks at historic commuting times. It is also likely that there will have been an increase in leisure-related cycle trips, which are evidenced in Google mobility statistics and other lifestyles data, but these won't necessarily have been picked up by our network of cycle counter sites, many of which were primarily installed to count commuter trips.
- **Parliament Street Footfall** - Footfall in Parliament Street during Q1 2022-23 totalled around 1.8 million data captures. This indicates that the figures have recovered as the number of captures is only slightly less than the 2 million data captures during Q1 2019-20 (pre-pandemic).
- **Library visits** - There were 206,217 library visits in Q1 2022-23 which compares with 264,094 in the same period in 2019-20 suggesting the positive direction of travel seen during 2021-22 is continuing.
- **CYC Apprenticeships** - The number of CYC stand-alone apprenticeships only, which excludes those within schools or being completed alongside existing roles, was 25 at the end of Q1 2022-23. This figure increased throughout 2021-22 from 13 at the start of the year to 24 at the end.
- **Complaints** - In Q1, both grade 1 and grade 1 and 2 corporate complaints (4Cs), responded to within timescales, have shown a marked improvement from 2021-22 with over 94% of complaints (grade 1 and 2) up from 84.15% in 2021-22, and 89% of grade 1 complaints up from 81% in 2021-22.

24 Strategic indicators that have a worsening direction of travel based on the latest, new, available data are;

- **Percentage of Household Waste sent for reuse, recycling or composting** - The latest provisional data for the amount of household waste sent for reuse, recycling or composting was 43.0% within 2021-22, which is a slight decrease from 44.1% during 2020-21. In this year, there has been an additional 2,000 tonnes of overall household waste, connected to a wide variety of factors on resident behaviour such as greater number of people working from home, but the tonnage sent for recycling, reuse or composting has remained static at around 36,000 tonnes.
- **Average number of days to re-let empty Council properties** - The average number of days to re-let empty Council properties (excluding temporary accommodation) was 95 days at the end of Q1 2022-23.
- The Building Services department continues to experience significant challenges associated with the national issues of significant competition for skilled tradespeople and the shortage of building materials. This is in addition to the service continuing to work through the pent up demand for the service following the full release of lockdown restrictions. At the start of the calendar year, an “Action Plan” was created to support improvement through these challenges and positive impacts are now being seen with the number of empty council homes reducing by 16 in the last four working weeks of the quarter, as well as a further 19 homes have had works completed and have been passed across for re-letting. The total number of void properties at the end of Q1 2022-23 was 94, which although still very high, has reduced from a peak of 152 at the end of Q2 2021-22. The effect of these actions will not be reflected in Q1 figures, but should be seen in an improvement in Q2 figures.

Annexes

- 25 Annex 1 shows the quarterly financial summaries for each of the Council directorates.
- 26 Annex 2 shows performance updates covering the core set of strategic indicators which are used to monitor the progress against the Council Plan.
- 27 All performance data (and approximately 1,000 further datasets) within this document is made available in machine-readable format through the Council’s open data platform at www.yorkopendata.org under the “performance scorecards” section.

Consultation

28 Not applicable.

Options

29 Not applicable.

Council Plan

30 The information and issues included in this report demonstrate progress on achieving the priorities set out in the Council Plan.

Implications

31 The implications are:

- **Financial** are contained throughout the main body of the report.
- **Human Resources (HR)** There are no HR implications related to the recommendations
- **One Planet Council / Equalities** Whilst there are no specific implications within this report, services undertaken by the council make due consideration of these implications as a matter of course.
- **Legal** There are no legal implications related to the recommendations
- **Crime and Disorder** There are no crime and disorder implications related to the recommendations
- **Information Technology (IT)** There are no IT implications related to the recommendations
- **Property** There are no property implications related to the recommendations
- **Other** There are no other implications related to the recommendations

Risk Management

32 An assessment of risks is completed as part of the annual budget setting exercise. These risks are managed effectively through regular reporting and corrective action being taken where necessary and appropriate.

Contact Details

Authors:	Chief Officer Responsible for the report:
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Debbie Mitchell Chief Finance Officer Ext 4161	Ian Floyd Chief Operating Officer		
Ian Cunningham Head of Business Intelligence Ext 5749	Report Approved		Date
Wards Affected: All			✓
For further information please contact the authors of the report			

Glossary of Abbreviations used in the report:

ASC	Adult Social Care
CYC	City of York Council
OBR	Office for Budget Responsibility

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Annex 1 – Directorate Financial Summaries

Children's Social Care

- 1 A net overspend of £7.6m is forecast, primarily due to children's social care. The number of Children Looked After (CLA) in York was consistently at a higher level than the budget was built to accommodate. The number at the beginning of the financial year was 281 and as at the end of June it is 282.
- 2 The placement budgets overspent by a total of £4,604k in 2022/23. This figure is made up of variances of £720k on local Fostering placements, £497k on IFAs, £322k on adoption/SGO/CAO allowances, £2,972k on the General Fund element of Out of City Placements and £93k on Leaving Care placements. The pressure on this budget is partly due to the limited market for children's placements and the statutory requirements placed on local authorities to meet children's needs, coupled with inflationary pressures which will continue to worsen the position.
- 3 However, despite the overall increase in placement numbers and costs, the service has made notable progress in containing and reducing the costs of some care packages. This includes a reduction in the cost of a placement at Wenlock Terrace from £40k per week down to £21k per week, with a further reduction expected down to £19.5k per week. Another Out of City placement has fallen from £7k to £5k per week, and a crisis support package has been implemented to allow one child to remain at home rather than move to a much more expensive external placement. These actions alone are estimated to have avoided further additional costs in excess of £1.2m per year.
- 4 In addition there is a projected overspend in the Corporate Parenting staffing teams of £297k due to additional Working With York and agency staff and a net overspend on Inter-Agency Adoption Fees of £58k.
- 5 Safeguarding Interventions is projected to overspend by £261k. This area now has 5 budgeted teams to provide additional capacity to assist in the improvement journey being undertaken. This is to deal with the continued higher number of cases and still requires some WWY and agency staff to cover vacancies. In addition, Legal fees overspent by £395k.

- 6 Staffing budgets within Children's Social Work Services are predicted to overspend by £151k. This is mainly due to temporary staffing across the service, which the directorate is working to eliminate with permanent appointments.
- 7 There is a projected overspend of £373k in the Referral, MASH and Assessment teams. This is due to the current temporary staff in this area until permanent appointments are made.
- 8 A projected overspend in Disabled Children's Services of £347k is mainly overspends on short breaks and direct payments £309k, again due to the CLA numbers being above the budgeted level.
- 9 Innovation and Children's Champion is a new area following the restructure and this is predicted to overspend by £50k in 22/23 due to agency staffing.
- 10 The Home to School Transport budget was already in an historic overspend position due to increase in numbers for post 16/19. This is because of the city now being able to provide more specialist education provision for this group of students more locally, which means that we have had to provide more transport to establishment such as York College, Askham Bryan, Choose 2 and Blueberry Academy.
- 11 The changes in legislation to allow EHCPs to ages 19-25, resulting in significantly more students accessing this option, has significantly increased our transport spend accordingly. Inflationary increases will only add to this when the contract is renegotiated in September 2022.
- 12 The projected position is an overspend of £617k due mainly to the continuing overspend on SEN taxis (£436k), and additional buses required to transport an increase in pupils to Fulford School and Huntington Schools (£181k) for which no budget growth was allocated.

Dedicated Schools Grant

- 13 The Dedicated Schools Grant (DSG) is currently projected to be on track to meet the targets set out in the Safety Valve recovery plan agreed with the DfE.
- 14 The main pressure is within the High Needs Block and is due to the continuing increase in High Needs numbers, and increasing complexity, requiring expensive provision, especially in Post 16 and Post 19 provision and the education element of Out of Authority placements.

- 15 The brought forward balance on the DSG at 1 April 2021 was a deficit of £9.940m. As a result of the 2021/22 in-year overspend the cumulative deficit to carry forward to 2022/23 would have been £13.443m. However, following discussions with officials from the DfE and ESFA, the Safety Valve Agreement was secured, resulting in an additional payment of £7.6m of DSG on the 31 March 2022. This reduces the cumulative deficit carried forward into 2022/23 to £5.843m.
- 16 This additional funding represents the first payment under the Safety Valve agreement, which commits the local authority to bring the DSG into an in-year balanced position by 2025/26. Further payments are conditional on the local authority meeting the targets set out in the Management Plan, and reporting quarterly to the DfE on progress, with the eventual aim of eliminating the in-year deficit by the target date, with additional payments by the DfE eliminating the historic deficit at that point.
- 17 The Office of the Director and Central budgets are predicted to overspend by £71k in total for 2022/23, mainly due Directorate Management Team costs incurred from interim appointments to cover for the vacant DCS post, and advertising costs for the Director and AD posts.

Adult Social Care

- 18 The projected outturn position for Adult Social Care is an overspend of £1,750k. This assumes that £1.2m of savings and £2.8m of mitigations will be made by the end of the year.
- 19 The main pressures on the ASC budget include:
 - Market prices for beds currently higher than CYC standard rates
 - Providers requesting increases above 3% - an open book accounting exercise has been developed for home care agencies asking for increases
 - Inability to recruit to vacancies leading to use of more expensive agency staff
- 20 Most of the above pressures are not reflected in the current projections. Given the level of savings and mitigations still to be made it is unlikely that further mitigations against these pressures will be achieved in year.
- 21 Referrals into social care are continuing to increase and remain above pre pandemic levels. It should be noted however, that this is not translating into more or higher packages of care in the community. In

addition waiting lists are being reduced without this work converting into more care in the system

- 22 External Care budgets have been projected forward based on customer numbers and placement costs in the first two months of the year. No allowances have been included for Winter pressures or for the possible impact of a further surge in coronavirus infections.
- 23 The Community Care budget is projected to overspend by around £347k due to the additional costs arising from Riccall Carers going into administration during the previous year and the service and staff being brought into the Council.
- 24 The Personal Support Service team budget is expected to overspend by £123k as difficulty in recruiting new care staff has meant an increased use of more expensive agency staff.
- 25 Yorkcraft is projected to overspend by £89k due to an underachievement of income (£120k) and failure to achieve a previous year's saving (£62k), offset by an underspend on staffing due to vacancies.
- 26 Small Day Services are projected to underspend by £133k. This is largely due to vacancies as the service has been running at reduced capacity due to Covid restrictions. In addition, the Service Manager post is currently vacant.
- 27 Be Independent is currently projected to overspend by £246k. There is still a budget gap of £130k which needs to be addressed, together with a historical budget overspend on recharges of £50k. There is also expected to be an underachievement on the sales income budget as no further sales are expected to be made.
- 28 Permanent residential care is projected to overspend by £317k. The average cost of an OP residential placement is around 1% higher than in the budget (£12 a week) (£154k), and there is currently 1 more customer than in the budget (£47k). In addition to this, there are three more customers in P&SI residential care placements than in the budget (£205k), offset by an increase in the average rate of S117 contributions being received per customer.
- 29 Based on activity to date there will be an underspend of £347k across the budgets for respite and short break residential and nursing placements for OP and P&SI customers.

- 30 P&SI Supported Living schemes are currently projected to overspend by £283k in 2022/23 due to having 8 more customers than was assumed in the budget (£340k), offset by increased customer contributions.
- 31 The P&SI Direct Payment budget is projected to overspend by £380k largely due to the average cost per customer being £2.8k p.a. (£54 a week) more than in the budget (£321k) and in addition based on reclaims to date there is likely to be an underachievement of the reclaims budget.
- 32 There is projected to be an overspend on staffing in ASC Community Team of £201k due to the use of agency staff, being over establishment on Review Manager posts and failure to meet the vacancy factor.
- 33 The OP Community Support Budget is projected to underspend by £124k largely due to having 4 fewer customers on exception contracts than in the budget. The P&SI CSB budget is expected to underspend by £229k due to having 4 fewer exception customers (£143k) and also there is currently a lower number of homecare framework hours than was assumed in the budget.
- 34 The LD residential working age budget is projected to overspend by £215k. This is largely due to the average cost per customer being £3.3k p.a. (£63 a week) more than in the budget.
- 35 The LD nursing working age budget is projected to overspend by £155k due to the average cost per customer being £29k p.a. more than in the budget.
- 36 LD direct payments are projected to overspend by £117k. This is due to the average cost per customer being around £4k p.a. (£77 per week) more than in the budget, offset by a projected overachievement of the reclaims budget.
- 37 There is a projected overspend of £163k on the LD Social Work team due to the use of agency staff to cover vacancies and sickness in the team. This is an improvement over the position at the start of the year (an initial projected overspend of £210k) and work is ongoing to bring this overspend down by the year end.
- 38 There is expected to be an overspend of £317k on the LD CSB budget due to having 3 more day support customers (£44k) and the average costs for both day support and home care placements are higher than

budgeted for (£208k). In addition to this the average rate received per CHC customer is less than in the budget.

- 39 LD Supported Living schemes are projected to underspend by £392k due to currently having seven fewer customers than in the budget.
- 40 The (MH) residential care working age budget is projected to underspend by £100k largely due to having two fewer customers than was assumed in the budget.
- 41 The MH Nursing care budgets are expected to overspend by £82k due to having one more customer in the over 65 budget than was assumed when the budget was set.
- 42 There is projected to be an overspend of £73k on the DOLS budget due to having a SM post over establishment for 6 months and to the use of agency staff. There is also expected to be an overspend on the Safeguarding Team budget of around £77k due to the use of agency staff to cover vacancies.

ASC Inflationary Pressures

- 43 Several providers have recently come forward to request an increase above the budgeted 3% already given and are currently going through the open book accounting exercise. It is difficult at this stage to know how much the amount paid for care will increase as a result of these exercises.
- 44 If the transport and utilities costs incurred by homecare providers were to double this would increase the hourly rate of homecare paid by 9.5%, which would add approx. £737k to the current projection
- 45 If the hourly rate paid to care staff by homecare providers were to increase by 5%, this would increase the hourly rate paid for homecare by around 2.6%, which would add approx. £200k to the current projection.
- 46 Assuming a 5% increase in the hourly rates paid to care assistants and nurses in care homes the estimated impact would be an increase in the projected costs of residential care of around £357k, nursing care of around £191k and supported living of around £258k.
- 47 Assuming that utility costs in care homes and supported living accommodation were to double the estimated impact would be £528k for residential care, £139k for nursing care and £398k for supported living placements.

- 48 The above estimates come to £2.8m in total. These are based on the gross cost of care and do not take into account any corresponding increase in income. However, it is clear that the current inflationary pressures being experienced nationally could have a significant impact on the Adult Social Care budget in 2022/23.

Place

- 49 The forecast directorate outturn position is an overspend totalling £1,247k (including commercial portfolio). This includes £1,915k forecast inflation pressures offset by £668k of forecast directorate underspends.
- 50 The primary reason for the overspend is the forecast inflationary pressure across energy and fuel costs across the directorate. The forecast includes the current assumptions for price increases. These will be closely monitored as further data becomes available on pricing and usage. It is possible that other inflation pressures will emerge, this will be kept under review.
- 51 There is a forecast underspend (£678k) across waste disposal mainly due to recyclate sales which are at levels above budget due to high commodity prices. Income levels are forecast at £500k above budget. There is also a windfall receipt (£178k) in connection with the AWRP contract in relation to lower than assumed contract insurance costs.
- 52 There is a continued forecast shortfall in commercial waste income totalling £210k based on current service levels. Income will be monitored and reviewed as it is still uncertain to what level income will finally recover.
- 53 Car park income to 30th June has remained strong across the city at c. 20% ahead of budget. This has resulted in additional income of £380k in quarter 1. This has been offset by reduced Respark income particularly from visitor badges and season tickets (£50k). Should the increase continue over the remainder of the year there is potentially a surplus of over £1m however until the trend is shown to continue a more prudent projection of £500k is being forecast. This will be updated regularly throughout the year.
- 54 Early monitoring indicates a forecast shortfall in planning fees of £300k. This will be monitored closely and the profile of planning income will be reviewed in light of the impact of the Local Plan.

- 55 The overall directorate forecast assumes that a number of income budgets including commercial property and licensing will outturn on budget. These will require monitoring throughout the year as there are potential pressures across services.

Housing Revenue Account

- 56 The Housing Revenue Account budget for 2022/23 was set as a net surplus of £1,917k. There were carry forwards of £2,264k agreed as part of the outturn report meaning the revised budget stands at £347k deficit. Overall, the account continues to be financially strong and is forecasting a nil variance against this revised budget.
- 57 Repairs are currently reporting a nil variance at quarter 1, however the impact of developing inflationary pressures with regard to materials, fuel, national wage negotiations, and increased usage of sub-contractors resulting from recruitment and retention challenges within the in-house trades teams, are being closely monitored.
- 58 There is a forecast shortfall in dwelling rental income of £370k due to the level of voids. Glen Lodge currently has around 30 empty properties pending the refurbishment works, this also has an impact on the service charges income. These pressures will be offset by the teams carrying vacant posts and the bad debt provision budget remains at a prudent level. The adjustment to the provision at year end is forecast to be lower than budget by c£80k.
- 59 The HRA working balance position as at 31st March 2022 was £29.57m. The HRA projected outturn position means the working balance will reduce to £29.2m at 31st March 2023. This compares to the balance forecast within the latest business plan of £29.15m.
- 60 The working balance has been increasing in order to start repaying the £121.5m debt that the HRA incurred as part of self-financing in 2012. The current business plan assumes that reserves are set aside to enable the debt to be repaid over the period 2023/24 to 2042/43.

Corporate Services, including Customers & Communities and Public Health

- 61 Overall the remaining Council services are forecasting an overspend of £1,193k.
- 62 Internal Business Support is forecast to overspend by £240k due to reduced income from schools for payroll services and not achieving the

budgeted vacancy factor (which overall stands at £163k). Other variations include the non-achievement of approved budget savings in ICT (£200k), additional staffing costs not yet fully offset by income in Registrars (£126k), forecast impact of inflation on contracts for leisure facilities and libraries (£251k) and the continued pressure on Housing Benefit overpayments (£150k) as outlined in the 2021/22 outturn report. These overspends were offset by underspends in policy & partnerships (£67k) and finance & procurement (£62k) due to staff vacancies. In respect of the shortfalls in income, it is acknowledged that this is an early stage in the monitoring and it is anticipated that income generation may improve as they year progresses.

Corporate Budgets

- 63 These budgets include Treasury Management and other corporately held funds. A net underspend is forecast due to the early and increased delivery of a corporate saving. In addition, due to slippage on the capital programme, there has been a saving on interest and the cost of borrowing.

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Annex 2 – Performance – Council Plan Outcomes

- 1 This report concentrates on the indicators that make up the Council Plan performance framework and does not cover COVID-related activity.
- 2 It is likely that due to impacts of COVID, a number of the indicators will see a significant change both in terms of their numbers and their direction of travel in future reporting periods. The majority of the performance measures within the Council Plan have a lag between the data being available, and the current reporting period and therefore impacts will not be immediately seen, and may occur over several years as new data becomes available.
- 3 Within the updates on the Council Plan indicators, are a number of indicators which show the status of economic, community or corporate recovery since the start of the pandemic.

Well paid jobs and an inclusive economy

Well paid jobs and an inclusive economy						
	Previous Data	Latest Data	DoT	Frequency	Benchmarks	Data Next Available
Business Rates - Rateable Value	£255,734,051 (2021/22)	£255,630,526 (May 2022)	→	Monthly	Not available	Q1 2022/23 data available in August 2022
Median earnings of residents - Gross Weekly Pay (£)	£572.60 (2020/21)	£597.90 (2021/22)	→	Annual	National Data 2021/22: £613.10 Regional Data 2021/22: £568.50	2022/23 data available in November 2022
% of working age population qualified - to at least L2 and above	83.6% (2020/21)	87.9% (2021/22)	↑ Good	Annual	National Data 2021/22: 78.20%	2022/23 data available in May 2023
% of working age population qualified - to at least L4 and above	46.4% (2020/21)	59.3% (2021/22)	↑ Good	Annual	National Data 2021/22: 43.50% Regional Data 2021/22: 38.0%	2022/23 data available in May 2023
% of vacant city centre shops	8.49% (2021/22)	8.16% (May 2022)	→	Monthly	National Data 2021/22: 14.40%	Q1 2022/23 data available in August 2022
GVA per head (£)	30,465 (2019/20)	28,967 (2020/21)	→	Annual	Regional Rank 2020/21: 2	2021/22 data available in May 2023
% of working age population in employment (16-64)	79.50% (Q2 2021/22)	80.50% (Q3 2021/22)	→	Quarterly	National Data Q3 2021/22: 74.80%	Q4 2021/22 data available in August 2022
The DoT (Direction of Travel) is calculated on the latest three data points whether they are annual or quarterly. All historic data is available via the Open Data Platform						

Business Rates

- 4 The year to date collection rate for Business Rates up to the end of May 2022 was 22.45% (1.25% above the target collection rate and 2.36% above the collection rate in 2021-22). The year to date collection rate for Council Tax up to the end of May 2022 was 19.98% (0.62% below the target collection rate but 0.13% above the collection rate in 2021-22).

Median earnings of residents – Gross weekly pay

- 5 In April 2021, the median gross weekly earnings for full-time resident employees in York were £597.90, which is an increase of 4.4% from £572.60 in 2020. Nationally in 2021, gross weekly earnings for full-time employees increased most in the lower paying occupations such as process plant and machine operatives (9.1%) and elementary occupations (7.7%). Skilled trades also saw a large increase (9%) after having the largest decrease between 2019 and 2020 (negative 6.5%) but the highest paying occupations had the smallest increases between 2020 and 2021. Data for 2022-23 will be available in November 2022.

% of working age population qualified – to at least L2 and above

- 6 In 2021-22, 87.9% of the working age population in York were qualified to at least L2 and above (GCSE grades 9-4), which is higher than the national and regional figures (78.2% and 76.4% respectively). This result ranks the city of York first regionally. The 2021-22 figure has increased from 2020-21 (83.4%). Achieving level 2 is valuable in itself: full level 2 qualification on average results in a 9% increase in earnings. Data for 2022-23 will be available in May 2023.

% of working age population qualified – to at least L4 and above

- 7 In 2021-22, 59.3% of the working age population in York were qualified to at least L4 and above (certificate of higher education or equivalent), which is higher than the national and regional figures (43.5% and 38.0% respectively). This result ranks the city of York first regionally. The 2021-22 figure is a big increase from 2020-21 (46.4%). Data for 2022-23 will be available in May 2023.

GVA (Gross Value Added) per head (£)

- 8 In 2020-21 (the latest available data), the GVA per head in York was £28,967 which was the second highest figure regionally. The slight decrease on values from last year (£30,465 or 4.9%) was expected, mainly as a result of the COVID-19 pandemic (GVA per head for the UK fell by 3.8%), but, annually since 2009-10, the GVA per head has generally been increasing (from £25,976 per head).

% of vacant city centre shops compared to other cities

- 9 Whilst acknowledging that a number of city centre streets and prime commercial locations seem to be experiencing higher vacancy levels than York's average, overall at the end of May 2022, there were 52 vacant shops in the city centre, which equates to 8.16% of all city centre shops, and is much lower than the national benchmark in 2021-22 of 14.4%. Properties in York are owned by different commercial parties and CYC commercial properties have very low levels of vacancies. The York figure has not fluctuated a great deal in the past 10 years, with a high of 10.3% in 2017-18. The national benchmark figure had remained stable for a

number of years since a high of 12.5% in 2013-14, but the latest figure of 14.4% in 2021-22 is the highest seen since then.

- 10 This measure will continue to be monitored alongside looking at vacancy rates within secondary shopping centres, which are areas that the organisation has a long-term commitment towards investing in, in order to broaden the economic picture of the city. At the end of Q1 2022-23, the vacancy rates within secondary shopping centres were relatively low (7% at Clifton Moor, 0% in Haxby Village and 4% in Acomb High Street), apart from at Monks Cross where the vacancy rate was 20% (although a decrease from 23% in Q4 2021-22).
 - 11 In the financial year up to the end of May 2022, there were 143 new business start-ups in the City of York Council area, which is higher than in previous two years (131 in 2021-22 and 132 in 2020-21). However, this is still lower than the 171 seen in 2019-20 (pre-pandemic).
- % of working age population in employment (16-64)**
- 12 In Q3 2021-22 (the latest available data), 80.5% of the working age population were in employment, which is higher than the national and regional figures (74.8% and 73.9% respectively) and the York performance gives the city a ranking of first regionally. The figure for Q3 2021-22 in York is higher than seen in previous years.
 - 13 At the end of June 2022 there were 11,184 people, in York, on Universal Credit which is an increase of 75% compared with February 2020 (pre-pandemic figures). However, there has been a decrease of -15% from April 2021. This trend should continue as the, nationally reported, staff vacancies in the service sector are filled.

Getting around sustainably

Getting around sustainably						
	Previous Data	Latest Data	DoT	Frequency	Benchmarks	Data Next Available
P&R Passenger Journeys	0.74m (2020/21)	2.59m (Prov) (2021/22)	↑ Good	Quarterly	Not available	Q1 2022/23 data available in August 2022
Local bus passenger journeys originating in the authority area (excluding P&R)	3.07m (2020/21)	7.82m (Prov) (2021/22)	↑ Good	Quarterly	Not available	Q1 2022/23 data available in August 2022
% of road and pathway network that are grade 4 (poor) or grade 5 (very poor) - roadways	22% (2020/21)	22% (2021/22)	→	Annual	Not available	2022/23 data available in November 2022
% of road and pathway network that are grade 4 (poor) or grade 5 (very poor) - pathways	3% (2020/21)	4% (2021/22)	→	Annual	Not available	2022/23 data available in November 2022
Area Wide Traffic Levels (07:00 -19:00) (Excluding A64) from 2009/10 baseline (2.07m)	1.77m (2019/20)	1.34m (2020/21)	→	Annual	Not available	2021/22 data available in November 2022
Index of cycling activity (12 hour) from 2009 Baseline (31,587)	113.00% (2020)	132.00% (2021)	→	Annual	Not available	2022 data available in July 2023
Index of pedestrians walking to and from the City Centre (12 hour in and out combined) from 2009/10 Baseline (37,278)	103.00% (2020/21)	103.00% (2021/22)	→	Annual	Not available	2022/23 data available in March 2023
% of customers arriving at York Station by sustainable modes of transport (cycling, walking, taxi or bus - excluding cars, Lift, Motorcycle, Train)	71.90% (2019)	79.40% (2021)	→	Annual	Not available	2022 data available in March 2023

The DoT (Direction of Travel) is calculated on the latest three data points whether they are annual or quarterly.
All historic data is available via the Open Data Platform

P&R Passenger Journeys

- 14 Passenger journeys for park and ride customers totalled 2.59m (provisional) for 2021-22. This is a large increase on the 0.74m journeys made during 2020-21 showing good signs of recovery post-covid.

Local bus passenger journeys

- 15 Passenger journeys on local buses totalled 7.82m (provisional) for 2021-22. This is a large increase on the 3.07m journeys made during 2020-21, showing signs of recovery, but lower than the 11.56m journeys made during the same period in 2019-20.

% of ROAD and pathway network that are grade 4 (poor condition) or grade 5 (very poor condition) - Roadways / Pathways

- 16 No update since the Q3 2021-22 Monitor as annual data. Data for 2022-23 will be available in November 2022.

Area Wide Traffic Levels (07:00 -19:00) (Excluding A64)

- 17 No update since the Q3 2021-22 Monitor as annual data. Data for 2021-22 will be available in November 2022.

Index of cycling activity (12 hour)

- 18 Cycling counter data from across the city has been cleaned and anomalies removed prior to final re-calculation of results during the Autumn, leaving an initial level of 132% of 2009 baseline compared to 113% the previous year. This suggests a welcome return towards pre-pandemic levels (138%) in 2019. The data for 2021 will be further

updated, as some data points were not manually extracted from the cycle counters during the pandemic, as visits to counter sites could not be made, with data being estimated.

- 19 It is worth noting that during 2021 many cycle-related commuter trips did not happen for long periods during this year due to staff either being furloughed or working from home and is likely to be the main cause of levels not returning to 2019. This is further evidenced by AM/PM data having lower peaks at historic commuting times. It is also likely that there will have been an increase in leisure-related cycle trips, which are evidenced in Google mobility statistics and other lifestyles data, but these won't necessarily have been picked up by our network of cycle counter sites, many of which were primarily installed to count commuter trips.
- 20 LTP4 is building on the work already undertaken on initiatives such as My City Centre and the Local Plan, and will complement the strategies being developed for York's Economic Recovery and Carbon Reduction / Climate Change by addressing transport accessibility in terms of travelling around the city using different modes of transport.

Index of pedestrians walking to and from the City Centre (12 hour in and out combined)

- 21 From a baseline in 2009-10 (37,278), there has been a 3% increase in the number of pedestrians walking to and from the city centre in 2021-22. This is the same as in 2020-21 but 8% lower than in 2019-20. Data is gathered on an annual basis over the course of one day; it is a count of pedestrians crossing an inner cordon set just beyond the inner ring road and includes off-road routes such as riverside paths. Data for 2022-23 will be available in March 2023.

% of customers arriving at York Station by sustainable modes of transport (cycling, walking, taxi or bus – excluding cars, lift, motorcycle or train)

- 22 In 2021, 79% of customers arrived at York station by sustainable modes of transport which is an increase from 72% in 2019 (Due to COVID restrictions on movement, the survey did not take place during 2020, therefore data is not available for this year). The data is gathered by an annual survey which takes place for a five- hour period in seven locations around the station. Members of the public are asked how they arrive at the station and the results are flow weighted to take into account the split of people arriving at each entrance. Data for 2022 will be available in March 2023.

Good Health and Wellbeing

Good Health and Wellbeing						
	Previous Data	Latest Data	DoT	Frequency	Benchmarks	Data Next Available
Proportion of adults in contact with secondary mental health services living independently, with or without support	65.00% (Prov) (Q3 2021/22)	64.00% (Prov) (Q4 2021/22)	→	Quarterly	National Data 2020/21 58%	Q1 2022/23 data available in September 2022
Overall satisfaction of people who use services with their care and support	68.10% (2019/20)	72.30% (2020/21)	↑ Good	Annual	National Data 2020/21 67.70%	2021/22 data available in November 2022
% of reception year children recorded as being obese (single year)	7.60% (2019/20)	NC (2020/21)	→	Annual	National Data 2019/20 9.90%	2021/22 data available in November 2022
Slope index of inequality in life expectancy at birth - Female - (Three year period)	6.2 (2019/20)	5.7 (2020/21)	→	Annual	Regional Rank 2020/21: 3	2021/22 data available in February 2023
Slope index of inequality in life expectancy at birth - Male - (Three year period)	8.3 (2019/20)	8.4 (2020/21)	→	Annual	Regional Rank 2020/21: 3	2021/22 data available in February 2023
% of adults (aged 16+) that are physically active (150+ moderate intensity equivalent minutes per week, excl. gardening)	63.0% (2020/21)	66.5% (mid-year 2021/22)	→	Bi-annual	National Data mid-year 2021/22 61.4%	2021/22 full year data available in November 2022
The DoT (Direction of Travel) is calculated on the latest three data points whether they are annual or quarterly. All historic data is available via the Open Data Platform						

- 23 There has been a continuing high demand for adult social care during the past year, partly caused by the COVID-19 pandemic, although there have been variations in how likely these contacts are to receive care packages. Our Customer Contact Workers (CCWs) record the number of contacts received to ASC, whether made by email, telephone or other methods. During the first quarter of 2022-23, they received 4,169 contacts, which is a 2% reduction from the number received during the corresponding quarter in 2021-22 (4,237). Around 19% of the contacts during the first quarter of 2022-23 were resolved using Information, Advice and Guidance (IAG), which is a lower percentage that were resolved using IAG during that quarter in 2021-22 (21%). This is likely to have been as a result of our CCWs dealing with increasingly complex issues from those with ASC-related queries.
- 24 The number of individuals in residential/nursing care placements fell sharply at the start of the 2020-21 financial year, mainly due to the Covid crisis, but has remained relatively stable since the summer of 2020. At the end of June 2022, this number was 567, compared to 576 at the end of June 2021. During the first quarter of 2022-23, the number of new admissions of people to residential/nursing care was 48, a decrease of 29% compared with the same period in 2021-22 (68).
- 25 The number of people receiving home care services as their main provision has begun to rise again in recent months after a steady decline in the number during 2021-22. At the end of June 2022, there were 675

people who had, as their main provision, a home care service; this is 10% lower than the corresponding figure at the end of June 2021 (747) but represents an increase from the March 2022 low of 658. Some of the recipients of home care services may otherwise have been placed in much more costly residential/nursing care and reflects on the good preventative work CYC has done.

- 26 In the first quarter of 2022-23, 149 clients were recorded as receiving a paid ASC service for the first time (“new starters”). This is similar to the number in the corresponding quarter during 2021-22 (147). There has been a decrease in the number during the first quarter of 2022-23 (75) that have returned to ASC for a paid service compared with the number during the first quarter of 2021-22 (100). This suggests that although we are still experiencing high demand for care, which prevents us keeping the number of first-time entrants low, we have improved our service provision by ensuring that fewer people need to re-enter ASC for additional spells of care.

Proportion of adults in contact with secondary mental health services living independently

- 27 The percentage of all adults in contact with secondary mental health services living independently, with or without support, has decreased over recent months; during 2021-22 Q4 (the latest figures available), 64% of them were doing so. The 2020-21 ASCOF results showed that York is in the upper quartile for performance with 73% of this group saying they live independently, compared with the England average of 58% and 60% in its statistical neighbour group.

- 28 During 2021-22 Q4 (the latest figures available), 19% of all clients in contact with secondary mental health services were in employment – a figure that has consistently been above the regional and national averages. The 2020-21 ASCOF results showed that York is the 3rd best performing LA in the country on this measure, with 20% of all those in contact with secondary mental health services in employment, compared with the England average of 9% and 10% in its statistical neighbour group.

Overall satisfaction of people who use services with their care and support

- 29 There has been no update on this since the Q2 2021-22 Monitor as this is annual data. Data at LA and national level for 2021-22 will be available in the autumn of 2022, but our (provisional) data suggests that there has been a decrease in satisfaction levels experienced by York’s ASC users compared with 2020-21; this is likely to be mirrored at a regional and national level as ASC users have found life increasingly difficult.
- 30 Outcomes from the 2021-22 Survey of Adult Carers in England were published in June 2022, and although there was a decrease in the

percentage saying that they were “extremely or very” satisfied with their care and support (40% compared with 43% in 2018-19, the last time the Survey was carried out), York remained in the upper quartile for performance on this indicator amongst the 149 LAs that carried it out.

% of reception year children recorded as being obese (single year)

- 31 The full National Child Measurement Programme (NCMP) is in progress in York for 2021-22 after a partial programme in the previous two measurement years due to the Covid-19 pandemic. To date, 82.1% of reception aged children and 70.6% of Year 6 children have been measured. In 2020-21, only 5 schools in York were measured as part of a limited programme to provide data at regional and national level. No local authority level obesity prevalence data was published for 2020-21.
- 32 The NCMP programme for 2019-20 was discontinued in March 2020 due to the COVID-19 pandemic. The data submitted for children measured prior to lockdown was published with appropriate local data quality flags. The coverage rates for York for 2019-20 were 38% for year 6 pupils and 57.2% for reception (annual coverage rates are usually in excess of 95%). As a result of this, the York values have been flagged as ‘fit for publication but interpret with caution’.
- 33 The 2019-20 NCMP found that 7.6% of reception children in York were obese, which is significantly lower than the England average (9.9%). The York figure has fallen from the 2018-19 level (9.5%). Of Year 6 children in York, 22.1% were found to be obese in 2019-20, which is not significantly different from the England average (21.0%). The York figure has increased from the 2018-19 level (15.1%). There is a wide variation in obesity rates at ward level, and there is a strong correlation between obesity and deprivation at ward level.

Healthy Life expectancy at birth – Female/Male (slope index of inequality)

- 34 Average Life Expectancy and Healthy Life Expectancy for males in York (79.9 years and 65.8 years) is above the England average (79.4 years and 63.2 years). Average Life Expectancy and Healthy Life Expectancy for females in York (83.6 years and 66.4 years) is also above the England average (83.1 years and 63.5 years).
- 35 The inequality in life expectancy for men in York for the measurement period 2018-20 is 8.4 years. This means there is around an 8-year difference in life expectancy between men living in the most and least deprived areas of the City. This inequality has been fairly stable in recent periods (8.4 years in 2016-18 and 8.3 years in 2017-19).
- 36 The inequality in life expectancy for women in York for the measurement period 2018-20 is 5.7 years. This means there is around a 6-year

difference in life expectancy between women living in the most and least deprived areas of the City. This figure has fallen (improved) compared with the figure of 6.2 years in the period 2017-19.

- 37 This inequality in York is below the national average for men (9.7 years) and for women (7.9 years).

% of adults (aged 16+) that are physically active (150+ moderate intensity equivalent minutes per week, excluding gardening)

- 38 The latest data from the Adult Active Lives Survey for the period from mid-November 2020 to mid-November 2021 was published in April 2022. The period covered by the survey includes five months of notable restrictions (two-and-a-half months of full national lockdowns and two-and-a-half months of significant restrictions) and seven months of limited restrictions (three months of easing restrictions and four months with no legal restrictions). In York, 523 people aged 16 and over took part in the survey, and they reported higher levels of physical activity, and lower levels of physical inactivity, compared with the national and regional averages. Positively:

- 67% of people in York did more than 150 minutes of physical activity per week compared with 61% nationally and 60% regionally. There has been no significant change in the York value from that 12 months earlier.
- 24% of people in York did fewer than 30 minutes per week compared with 27% nationally and 28% regionally. There has been no significant change in the York value from that 12 months earlier.

A Better Start for Children and Young People

A Better Start for Children and Young People						
	Previous Data	Latest Data	DoT	Frequency	Benchmarks	Data Next Available
Secondary school persistent absence rate (10% absence) (recorded over 6 terms) (relates to prev academic year to financial year shown)	15.50% (2017/18)	13.18% (2018/19)	➔	Annual	Not available	Data for 2019/20 will not be released due to COVID19. Data for 2020/21 available in August 2022
Voice of the Child - Service Usage and Life Opportunities	Narrative	Narrative	N/A	Quarterly	Not available	Q1 2022/23 narrative available in August 2022
% of children who have achieved a Good Level of Development (GLD) at Foundation Stage - (Snapshot)	74.80% (2017/18)	75.60% (2018/19)	➔	Annual	National Data 2018/19 71.80%	Data for 2019/20 and 2020/21 will not be released due to COVID19
Average Progress 8 score from KS2 to KS4	0.11 (2017/18)	0.22 (2018/19)	⬆ Good	Annual	National Data 2018/19 0.01	Data for 2019/20 and 2020/21 will not be released due to COVID19
% of pupils achieving 9-4 or above in English & Maths at KS4 (C or above before 2016/17)	69.60% (2017/18)	73.60% (2018/19)	➔	Annual	National Data 2018/19 65.70%	Data for 2019/20 and 2020/21 will not be released due to COVID19
%pt gap between disadvantaged pupils (eligible for FSM in the last 6 years, looked after and adopted from care) and their peers achieving 9-4 in English & Maths at KS4	33.20% (2017/18)	29.40% (2018/19)	➔	Annual	National Data 2018/19 27.00%	Data for 2019/20 and 2020/21 will not be released due to COVID19
% of Year 12-13 (academic age 16-17) NEET who possess less than a L2 qualification - (Snapshot)	85.40% (2021/22)	84.10% (Q1 2022/23)	➔	Monthly	Not available	Q2 2022/23 data available in October 2022
The DoT (Direction of Travel) is calculated on the latest three data points whether they are annual or quarterly. All historic data is available via the Open Data Platform						

- 39 The number of children in York's care was 277 at the end of Q1 2022-23, matching the outturn at the end of the past two years. York's rate per 10k is above the comparator averages at 74.9, compared to 62.5 in our statistical family and 67 nationally.
- 40 Analysis shows that we have a high proportion of children who are placed with parents, in comparison to our statistical family. Children's Social Care have started work on discharging the care orders of these children and young people in a safe way.
- 41 The number of children who were the subject of a child protection plan was 143 at the end of June 2022. This is a marked increase on the 2021-22 year-end figure of 126 and at the top of York's expected range. York remains higher than our statistical family average (31.8 per 10k) but within the national average (41.4 per 10k).
- 42 420 referrals to children's social care were received during Q1 2022-23, which is consistent with the same period last year.
- 43 The number of contacts to Early Help in Q1 2022-23 was 587, which is less than in previous years (662 in Q1 2021-22). Q1 this year also represents a reduction on the quarterly averages of the last two years, both of which exceeded 600 contacts.
- Voice of the Child**
- 44 Advocacy casework for children and young people who are in care or leaving care, going through the child protection process or wanting to

make a complaint has continued to be provided throughout this period. Between April and June 2022, Speak Up received a total of 21 referrals for advocacy; these consisted of 9 children and young people subject to Child Protection Plans, 8 children and young people in care, 3 care leavers and 1 homeless young person.

Secondary school persistent absence rate

- 45 The May 2020 pupil census was cancelled by the Department for Education due to COVID-19. National and local schools attendance data has not yet been released by DfE. It is anticipated that DfE will release a version of the standard attendance performance in Summer 2022.

% of children who have achieved a Good level of Development (GLD) at Foundation Stage

- 46 There is no data for 2019-20 or 2020-21 as the tests were cancelled due to the pandemic. We anticipate the summer 2022 tests will take place and data will be available at the end of Q2.

Education Progression (Average Progress 8 score from KS2 to KS4) and GCSE Results (% of pupils achieving 9-4 in English and Maths at KS4)

- 47 Progress 8 is a measure of the progress made by pupils between Key Stage 2 and Key Stage 4. A positive score represents progress above the average for all pupils and a negative score progress below the average for all pupils.

- 48 In 2020 and 2021, due to COVID-19, all GCSE, AS and A level exams were cancelled and replaced by a combination of teacher assessment, mock exam results, course work and a standardised calculation.

- 49 The Department for Education did not release data for 2019-20 or 2020-21 due to the way in which Key Stage 4 results were calculated. We anticipate the summer 2022 exams will take place and data will be available at the end of Q2.

% point gap between disadvantaged pupils (eligible for FSM in the last 6 years, looked after and adopted from care) and their peers achieving 9-4 in English and Maths at KS4

- 50 The DfE did not release data for 2019-20 or 2020-21 due to the way in which Key Stage 4 results were calculated due to COVID-19. We anticipate the summer 2022 tests will take place and data will be available at the end of Q2.

- 51 Reducing the attainment gap between disadvantaged pupils and their peers is a key priority in all phases of education across 0-19 years.

% of 16-17 year olds who are NEET who do not have a L2 qualification

- 52 The number of all 16-17 year olds in York who are NEET remains consistent at 44 young people at the end of June 2022.

- 53 Historically, NEET trends follow the academic year, with increases over the summer months when a small number of 16 year olds finish school without a plan for September.
- 54 At the end of June 2022, 84.1% of the young people who were NEET did not have a Level 2 qualification. This is in line with historical performance.

A Greener and Cleaner City

A Greener and Cleaner City						
	Previous Data	Latest Data	DoT	Frequency	Benchmarks	Data Next Available
Percentage of household waste sent for reuse, recycling or composting	44.13% (Prov) (2020/21)	42.98% (Prov) (2021/22)	↓ Bad	Quarterly	National Data 2020/21 42.30%	Q1 2022/23 data available in October 2022
Residual household waste per household (kg/household)	496.68kg (2020/21)	516.36kg (Prov) (2021/22)	→	Quarterly	National Data 2020/21 552.9kg	Q1 2022/23 data available in October 2022
Incidents - Flytipping /Cleansing(includes dog fouling,litter)/Graffiti - On Public/Private Land	2,069 (2021/22) (Flytipping)	583 (Q1 2022/23) (Flytipping)	→	Monthly	Not available	Q2 2022/23 data available in October 2022
	2,150 (2021/22) Cleansing	605 (Q1 2022/23) Cleansing	→	Monthly	Not available	Q2 2022/23 data available in October 2022
	452 (2021/22) Graffiti	200 (Q1 2022/23) Graffiti	→	Monthly	Not available	Q2 2022/23 data available in October 2022
Citywide KPI on air quality (to be created during CP lifespan)	N/A	In development	N/A	TBC	Not available	Indicator to be created during Council Plan lifespan
Carbon emissions across the city (tonnes of carbon dioxide equivalent) - (Calendar Year)	NC	1,132,541.02 (2018)	→	Annual	Not available	2019 data available in August 2022
Level of CO2 emissions from council buildings and operations (tonnes of carbon dioxide equivalent)	NC	3,657.56 (2020/21)	→	Annual	Not available	2021/22 data available in September 2022
Flood Risk properties assessed at lower level than 2019 baseline	N/A	In development	N/A	TBC	Not available	Indicator to be created during Council Plan lifespan
Number of Trees Planted (CYC)	271 (2020/21)	73 (2021/22)	→	Annual	Not available	2022/23 data available in April 2023
% of Talkabout panel who think that the council are doing well at improving green spaces	43.26% (2021/22)	42.26% (Q1 2022/23)	→	Bi-annual	Not available	Q3 2022/23 data available in January 2023

The DoT (Direction of Travel) is calculated on the latest three data points whether they are annual or quarterly.
All historic data is available via the Open Data Platform

- Percentage of household waste sent for reuse, recycling or composting**
- 55 The latest provisional data for the amount of household waste sent for reuse, recycling or composting was 43.0% within 2021-22, which is a slight decrease from 44.1% during 2020-21. In this year, there has been an additional 2,000 tonnes of overall household waste, connected to a wide variety of factors including greater number of people working from home but the tonnage sent for recycling, reuse or composting has remained static at around 36,000 tonnes.

- Residual household waste per household (kg/household)**
- 56 The latest provisional residual waste (i.e. non-recyclable) per household data shows that figures have increased during 2021-22 to 516.4kg (from

496.7kg in 2020-21). This increase is due to the additional 2,000 tonnes of overall household waste. This is still below the national average of 553kg per household (2020-21).

Incidents - Fly tipping / Rubbish / Cleansing (includes dog fouling, litter and all other cleansing cases) / Graffiti – On Public/Private Land

- 57 The number of service calls received during 2021-22 due to fly-tipping (2,069) had reduced from the 2,277 received during 2020-21. There have been 583 calls received during Q1 2022-23 suggesting that the figures for 2022-23 may rise above those seen during 2021-22.
- 58 The number of service calls received during 2021-22 due to street cleansing (including dog fouling and litter) (2,150) had increased slightly from 1,990 in 2020-21. There have been 605 calls received during Q1 2022-23 suggesting that the figures are continuing to rise.
- 59 The number of service calls received due to graffiti decreased from 479 in 2020-21 to 452 in 2021-22. However, due to increased CYC pro-active activity, the figures during the second half of 2021-22 were steadily increasing and figures of 200 for Q1 2022-23 suggest overall figures for 2022-23 could be similarly high.
- 60 To help tackle graffiti on private property, CYC have entered into a trial with Virgin O2 to assist the cleansing and painting of their utilities boxes. Discussions are currently underway with other utilities providers to extend the trial to their infrastructure, with a number of companies agreeing in principle to move to new arrangements when their existing contracts come to an end.

Air Quality

- 61 The theme for Clean Air Day 2022 (16th June) was ‘air pollution dirties every organ in the body’, no matter who you are or where you live. The aim of the day was to encourage individuals and organisations to make changes to their everyday lives to improve public health by reducing air pollution. CYC Public Protection worked with CYC’s sustainable transport team, CYC Public Health, York and Scarborough NHS trust, local primary schools and LNER to promote the day. Thirty schools took part.
- 62 CYC’s Public Protection Manager was invited to speak at an invitation only conference on Clean Air Zones in Birmingham, telling the conference how York conceived and implemented its bus-based voluntary CAZ, the first of its’ kind in the UK.
- 63 Our 2022 Air Quality Annual Status Report was approved by the Executive Member for Environment and Climate Change for submission to DEFRA. The [ASR report](#) details the latest air quality monitoring results for York and progress on achieving measures in York’s current Air Quality

Action Plan (AQAP3) to deliver further improvements in air quality. Air quality is improving and pollution is reducing in most of the city and all but three areas comply with the health-based air quality objectives.

64 Refurbishments to three air quality monitoring stations were approved by the [Executive Member for Environment and Climate Change on 8th June](#). Upgrades will ensure equipment is suitable for ongoing monitoring of air quality in line with statutory Local Air Quality Management (LAQM) requirements and the [Environment Act 2021](#), that will set new UK standards for fine particulate PM_{2.5} from Autumn 2022. Refurbishments will be funded through an existing DEFRA capital grant allocated to support LAQM activities.

65 Public Protection are continuing compliance checks across petrol filling stations within CYC's area to ensure that all solid fuels being sold were certified as 'Ready to Burn' in line with the [Air Quality \(Domestic Solid Fuels Standards\) \(England\) Regulations 2020](#).

[Trees Planted](#)

66 During 2021-22, there were 73 trees planted, compared to 271 in 2020-21. The trees planted this year are of the larger variety and include a mix of 20 Limes and Maples along Monks Cross Link Road. Data for 2022-23 will be available in April 2023.

[% of Talkabout panel who think that the council and partners are doing well at improving green spaces](#)

67 The first resident satisfaction survey taken biannually by the Talkabout panel took place during Q1 2022-23. The response rate was 550, similar to that in Q3 2021-22, up a little from 544.

68 The results for Q1 2022-23 showed that 42% of respondents agreed the Council and its partners are doing well at improving green spaces. The level of agreement is consistent with previous surveys.

69 City of York Council, in partnership with Forestry England, is creating a new woodland for the city. York Community Woodland will see 210,000 trees planted over 76 hectares, contributing to the council's target to achieve 13% canopy cover across York by 2050 and the city's wider climate change ambition.

70 The new woodland, located to the west of the city, will be a beautiful, inspiring green space for people to explore and enjoy, creating new opportunities for people to connect with nature, enhancing air quality and improving health and wellbeing outcomes. As it matures, York Community Woodland will help nature recover across the wider landscape, helping to store carbon, alleviate soil erosion and prevent flooding.

- 71 York community woodland will be a multi-functional green space, comprising of native mixed-broadleaf woodland; over 6km of new surfaced trails; community and seed orchards, a woodmeadow; conifer, coppice and wet woodland areas; natural play areas; and a forest school. The space is designed for the simple enjoyment of nature and quiet contemplation.
- 72 The York Green Streets Project, funded by the White Rose Forest, has assessed 82 sites across the city for new urban tree planting opportunities. The sites include street verges and avenues, schools and parish councils. The results of the work will provide an opportunity map of feasible tree planting locations across York.
- 73 When asked about improving the quality of streets/public spaces, 35% of survey respondents thought that the Council and its partners are doing well. The current results have returned to similar levels seen in the year before the pandemic of around 33-35%. During 2020-21 the percentage of respondents who felt the council were doing well in this area peaked with 48% agreeing throughout the year. 72% agreed they were doing well at conserving York's heritage. Although this has decreased from 76% in Q1 last year it remains the top answer choice for this question with a consistently high percentage agreeing.

Creating Homes and World-class infrastructure

Creating homes and World-class infrastructure						
	Previous Data	Latest Data	DoT	Frequency	Benchmarks	Data Next Available
Net Additional Homes Provided - (YTD)	622 (2020/21)	402 (2021/22)	➡	Bi-annual	Not available	2022/23 mid year data available in November 2022
Net Housing Consents - (YTD)	1,133 (2020/21)	327 (2021/22)	➡	Bi-annual	Not available	2022/23 mid year data available in November 2022
Number of homeless households with dependent children in temporary accommodation - (Snapshot)	31 (Q2 2021/22)	27 (Q3 2021/22)	⬆ Bad	Quarterly	Not available	Q4 2021/22 data available in August 2022
Average number of days to re-let empty properties (excluding temporary accommodation) - (YTD)	74.41 (2021/22)	94.67 (Q1 2022/23)	⬆ Bad	Monthly	Not available	Q2 2022/23 data available in October 2022
Energy efficiency - Average SAP rating for all Council Homes	70.60 (2019/20)	70.60 (2020/21)	➡	Annual	Not available	2021/22 data available in November 2022
Number of new affordable homes delivered in York	130 (2020/21)	224 (2021/22)	⬆ Good	Quarterly	Not available	Q1 2022/23 data available in August 2022
Average broadband download speed (Mb/s)	147.1 (2020/21)	159.3 (2021/22)	➡	Annual	National Data 2021/22 82.6	2022/23 data available in September 2022
Superfast broadband availability	94.13% (2020/21)	95.53% (2021/22)	➡	Annual	National Data 2021/22 95.86%	2022/23 data available in September 2022

The DoT (Direction of Travel) is calculated on the latest three data points whether they are annual or quarterly.
All historic data is available via the Open Data Platform

New Additional Homes Provided

74 Between 1st April 2021 and 31st March 2022 there were a total of 402 net housing completions. Some of the main developments have been;

- 403 homes were completed on traditional housing sites;
- 5 homes were lost through changes to other uses;
- Changes of use of existing buildings to residential use and conversions to existing residential properties accounted for 40 (10%) of all completions, and
- Development sites including the York St John University Playing Fields, Windmill Lane (69), Lowfield School site (68 – inclusive of one self-build plot) and the Germany Beck site in Fulford (65), all provided notable completions during the monitoring period, whilst 72 homes were completed on sites providing 5 homes or less.

Net Housing Consents

75 Housing approvals between 1st April 2021 and 31st March 2022 totalled 327 net additional homes. This total represents a fall compared to the high level of approvals achieved over the last four years where more than eleven hundred homes had been consented annually. However, during the full monitoring year a further 247 net new homes had the benefit of a resolution to grant permission subject to the signing of a legal agreement. 970 homes on land allocated for housing in the draft Local Plan are subject to an appeal decision later this summer. In contrast, a number of previously approved developments had overall totals reduced by 128 homes during the monitoring period that impacted on the overall figures.

76 The main features of the consents approved during the full 2021/22 monitoring period were;

- 307 of all net homes consented (93.9%) were granted on traditional (Use Class C3) housing sites;
- Notable housing schemes were approved at the Former York City Football Club, Bootham Crescent (93), Burnholme Community Hub (83) and Former Duncombe Barracks site (34);
- A further 104 student cluster flats at Mecca Bingo, 68 Fishergate, 83 homes at Eastfield Lane, Dunnington and 48 homes at Cherry Tree House, 218 Fifth Avenue had a resolution to grant planning permission subject to legal agreements prior to 31st March 2021. These are in addition to the 327 homes with full approval;
- An application on Land North of Monks Cross that is allocated within the draft Local Plan (ST8) for 970 homes went to appeal in January 2022 due to non-determination and a decision from the SoS is anticipated later this summer. Indications are that CYC Planning Committee would have approved this scheme if the Local Plan had been adopted.

Number of homeless households with dependent children in temporary accommodation

- 77 The latest available data shows that there are 27 homeless households with dependent children in temporary accommodation at the end of Q3 2021-22. This figure remains higher than normal, although it is a slight reduction from Q2, but it should be noted that these figures are snapshot figures and therefore may fluctuate between the snapshot dates.

Average number of days to re-let empty Council properties (excluding temporary accommodation)

- 78 The average number of days to re-let empty Council properties (excluding temporary accommodation) was 95 days at the end of Q1 2022-23.

- 79 The Building Services department continues to experience significant challenges associated with the national issues of significant competition for skilled tradespeople and the shortage of building materials. This is in addition to the service continuing to work through the pent up demand for the service following the full release of lockdown restrictions. At the start of the calendar year, an “Action Plan” was created to support improvement through these challenges and positive impacts are now being seen with the number of empty council homes reducing by 16 in the last four working weeks of the quarter, as well as a further 19 homes have had works completed and have been passed across for re-letting. The total number of void properties at the end of Q1 2022-23 was 94, which although still very high, has reduced from a peak of 152 at the end of Q2 2021-22. The effect of these actions will not be reflected in Q1 figures, but should be seen in an improvement in Q2 figures.

Energy efficiency – Average SAP rating for all Council Homes

- 80 No update since the Q3 2021-22 Monitor as annual data. Data for 2021-22 will be available in November 2022.

Number of new affordable homes delivered in York

- 81 The number of new affordable homes delivered in York remains high, with 224 delivered during 2021-22. This is a large increase on the 130 delivered during 2020-21.

Superfast broadband availability/Average broadband download speed (Mbs)

- 82 In 2021-22, 95.53% of properties in York had access to superfast broadband, which compares to 94.13% in 2020-21. This increase can be attributed to the Council’s continued work with service providers to improve infrastructure.

- 83 The average broadband download speed in York in 2021-22 was 159.3 Mb/s, which compares to 147.1 Mb/s in 2020-21 and 56.1 Mb/s in 2019-20. The national benchmark download speed is 82.6 Mb/s in 2021-22. This data is provided by an Ofcom panel of consumers so should be treated as an indication rather than actual figures.

Safe Communities and culture for all

Safe Communities and culture for all						
	Previous Data	Latest Data	DoT	Frequency	Benchmarks	Data Next Available
% of Talkabout panel satisfied with their local area as a place to live	84.38% (2021/22)	84.73% (Q1 2022/23)	➔	Bi-annual	Community Life Survey 2020/21 79%	Q3 2022/23 data available in January 2023
All Crime per 1000 population	52.4 (2020/21)	6.7 (May 2022)	➔	Monthly	National Data 2021/22 86.3	Q1 2022/23 data available in August 2022
Number of Incidents of ASB within the city centre ARZ	1,276 (2021/22)	78 (May 2022)	↓ Good	Monthly	Not available	Q1 2022/23 data available in August 2022
Visits - All Libraries	617,771 (2021/22)	206,217 (Q1 2022/23)	↑ Good	Quarterly	Not available	Q2 2022/23 data available in October 2022
Visits - York Museums Trust (to be created during CP lifespan)	N/A	In development	N/A	TBC	Not available	Indicator to be created during Council Plan lifespan
% of Talkabout panel who agree that they can influence decisions in their local area	24.26% (2021/22)	25.67% (Q1 2022/23)	➔	Bi-annual	Community Life Survey 2020/21 27%	Q3 2022/23 data available in January 2023
% of Talkabout panel who give unpaid help to any group, club or organisation	61.35% (2021/22)	65.38% (Q1 2022/23)	➔	Bi-annual	Community Life Survey 2020/21 62%	Q3 2022/23 data available in January 2023
Parliament Street Footfall	6,955,548 (2021/22)	1,810,998 (Q1 2022/23)	↑ Good	Monthly	Not available	Q2 2022/23 data available in October 2022

The DoT (Direction of Travel) is calculated on the latest three data points whether they are annual or quarterly.
All historic data is available via the Open Data Platform

% of Talkabout panel satisfied with their local area as a place to live

- 84 Results from the Q1 2022-23 Talkabout survey showed that 83% of the panel were satisfied **with York** as a place to live, a decrease from 85% in Q3 and 88% in Q1 of 2021-22. 85% were satisfied with **their local area** which is consistent with results from Q1 and Q3 2021-22. A slight decline in satisfaction with the local area can be seen over recent years but York continues to perform well against the latest national figures of 79% (Community Life Survey 2020-21) and 78% (Local Government Association Poll February 2022).

All Crime per 1000 population

- 85 Overall crime levels in York for 2021-22 show that levels have risen slightly since 2020-21 and are back to pre-pandemic levels (67.4 in 2021-22 and 66 in 2019-20). Figures for April and May 2022 suggest that overall crime levels are remaining stable.

Number of Incidents of ASB within the city centre (Alcohol Restriction Zone)

- 86 There were 1,276 incidents of anti-social behaviour during 2021-22, compared to 1,410 in 2020-21, and continues the year-on-year reduction seen since 2018-19. The figures of 82 and 78 for April and May 2022 suggest that this reduction may continue into 2022-23.

Visits - All Libraries

- 87 Library visits during 2021-22 totalled 617,771, which is a large increase on the 183,706 visits during 2020-21. This shows a very positive direction of travel, although the 2021-22 figure is still a long way below the pre-pandemic figures (1,023,034 visits in 2019-20).

88 There were 206,217 library visits in Q1 2022-23 which compares with 264,094 in the same period in 2019-20 (pre-pandemic), suggesting the positive direction of travel is continuing.

% of Talkabout panel who agree that they can influence decisions in their local area

89 Results from the Q1 2022-23 Talkabout survey found that 26% of panellists agreed that they could influence decisions in their local area, up 2% from the previous survey but still below the latest national figure of 27% (Community Life Survey 2020-21). The percentage agreeing has been between 27-30% over the past three years with the highest amount agreeing in Q1 2020-21.

% of Talkabout panel who give unpaid help to any group, club or organisation

90 Results from the Q1 2022-23 Talkabout survey found that 65% of panellists had given unpaid help to any group, club or organisation within the last 12 months. This is positive as it shows that this area is recovering to pre-pandemic rates of 65-67% of respondents giving help and is slightly higher than the latest national figure of 62% taken from the government's Community Life Survey 2020-21.

Parliament Street Footfall

91 Footfall in Parliament Street during Q1 2022-23 totalled around 1.8 million data captures. This indicates that the figures have recovered as the number of captures is only slightly less than the 2 million data captures during Q1 2019-20 (pre-pandemic).

An open and effective Council

An open and effective Council						
	Previous Data	Latest Data	DoT	Frequency	Benchmarks	Data Next Available
Forecast Budget Outturn (£000s Overspent / -Underspent) - CYC	£2,638 (excluding contingency) (2021/22)	£7,741 (excluding contingency) (Q1 2022/23)	➡	Quarterly	Not available	Q2 2022/23 data available in October 2022
Average Sickness Days per FTE - CYC (Excluding Schools) - (Rolling 12 Month)	11.73 (2021/22)	12.68 (Prov) (May 2022)	➡	Monthly	Public Sector (Y&H) 2020/21 8	Q1 2022/23 data available in August 2022
Customer Services Waiting Times - Phone / Footfall / Webchat	00:01:28 (Phone) (2021/22)	00:02:07 (Phone) (Q1 2022/23)	➡	Monthly	Not available	Q2 2022/23 data available in October 2022
	72.80% (Footfall) (2021/22)	73.00% (Footfall) (Q1 2022/23)	➡	Monthly	Not available	Q2 2022/23 data available in October 2022
	75.90% (Webchat) (2021/22)	NC (Webchat) (Q1 2022/23)	➡	Monthly	Not available	Q2 2022/23 data available in October 2022
Number of days taken to process Housing Benefit new claims and change events (DWP measure)	3.14 (2020/21)	3.19 (2021/22)	➡	Monthly	Not available	Q1 2022/23 data available in August 2022
% of 4Cs complaints (grade 1 and 2) responded to 'In Time'	84.15% (2021/22)	94.23% (Q1 2022/23)	↑ Good	Monthly	Not available	Q2 2022/23 data available in October 2022
% of 4Cs complaints (grade 1 only) responded to 'In Time'	80.71% (2021/22)	88.73% (Q1 2022/23)	➡	Monthly	Not available	Q2 2022/23 data available in October 2022
CYC Apprenticeships	24 (2021/22)	25 (Q1 2022/23)	↑ Good	Quarterly	Not available	Q2 2022/23 data available in October 2022
FOI & EIR - % In time - YTD	81.20% (2021/22)	84.90% (Q1 2022/23)	➡	Quarterly	Not available	Q2 2022/23 data available in October 2022

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Average Sickness Days per FTE - CYC (Excluding Schools)

- 92 At the end of May 2022, the average number of sickness days per FTE (rolling 12 months) has increased to 12.68 (provisional) days. In 2020-21, sickness had reduced in the authority by approximately 2 days per FTE, to 8.8 days per FTE, which is close to the LGA public sector for Yorkshire and Humber authorities average of 8 days. Since the start of Covid, although exact comparative figures are not yet available, all authorities in Yorkshire and Humber are reporting a significant increase in sickness levels within the whole workforce due to both Covid cases and increased pressures in frontline services.
- 93 On top of day-to-day managerial practices for sickness cases, additional work is underway to assist and remind managers of the support and services that employees can access as well as the managerial role in ensuring the wellbeing and absence management of those employees absent, or those who remain at work but showing signs of reduced resilience. Managers are being reminded of the importance of timely absence support for individuals and teams, and employees are reminded of the self care that they need to exercise to ensure that they are able to perform their roles effectively.
- 94 CYC saw a significant increase of Covid cases towards the end of the quarter, which although now falling will continue to increase the overall sickness figure in further quarters. Internally, business continuity plans are in place to ensure that services are able to be resilient to the fluctuating peaks and troughs of Covid infections, and it is likely that absence levels associated with Covid will return in the late Autumn / Winter, when combined with other reason for absence, which will further impact on our absence levels.

Customer Services Waiting Times (Phone / Footfall / Webchat etc)

- 95 Customer Service is the main point of contact for residents and business visitors. Similar to previous years, throughout Q1 demand increased as expected due to seasonal demand such as; Council Tax annual billing, queries relating to the £150 energy rebate and commencement of garden waste collections. The number of calls received increased to 56,253 (53,574 in Q4 2021-22), with 74.5% answered (41,925). 30.1% of calls were answered within 20 seconds.
- 96 During Q1, 452 (517 in previous quarter) customers booked an appointment with Customer Service at West Offices and a further 5,382 (3,361 in the previous quarter) 'dropped by' and received support. This figure includes Probation Services, Registrars and Blue Badge assessments. The majority of people 'dropping in' can access services

without having to come to West Offices. In addition to speaking to customers over the phone, the customer service team also responded to 13,492 e-mails (an increase from 12,781 in the previous quarter). Customer satisfaction data is still to be validated following the introduction of a new, automated way of capturing customer feedback.

97 Customers are continuing to opt to access services using alternative means:

- 9,651 customers made payments using the auto payments facility
- 15,350 people used the auto operator
- 57% of issues available to report online were reported by customers on-line
- There were around 1.2 million pages of the CYC website reviewed

Number of days to process Benefit claims (currently Housing Benefit)

98 The average number of days taken to process a new Housing Benefit claim, or a change in circumstance, has remained stable, being just over three days during 2021-22. York performance is above the most recent national average of 4.98 days (2020-21).

99 The first quarter of 2022-23 saw the introduction of the Energy Rebate (£150), the second Household Support Fund (HSF) and payment to qualifying businesses of the Covid Additional Relief Fund (CARF). The YFAS fund aimed at keeping residents in the community, and providing emergency payments, continues to operate as normal. Business and Welfare support provided during Q1 2022-23 includes:

- Household Support Fund – 3,600 applications for payments to families and pensioners in receipt of Council Tax Support, and also customers in receipt of Enhanced rate PIP/DLA - totalling £500k
- 57,000 Energy Rebate payments of £150 totalling £8.5m which accounts for 77% of qualifying residents
- Discretionary Energy Rebate payments will be open for applications in July
- CARF payments to 1,000 businesses totalling £4m
- 66 Discretionary Housing Payments totalling £55k

% of 4C's Complaints responded to 'In Time' / % of Grade 1 4C's Complaints responded to 'In Time'

100 In Q1 2022-23 over 94% of corporate complaints/the 4Cs (grade 1 and 2) were responded to within their required timescales which is a very positive improvement from 84.15% in 2021-22. The grade 1 corporate complaints/the 4Cs, responded to in time, also showed a marked improvement from 2021-22 (up from 81% to 89%). The Corporate

Governance team continues to work across the council to maintain this improvement.

CYC Apprenticeships

101 The number of CYC stand-alone apprenticeships only, which excludes those within schools or being completed alongside existing roles, was 25 at the end of Q1 2022-23. This figure increased throughout 2021-22 from 13 at the start of the year to 24 at the end.

102 Starts and completions on apprenticeships currently feature as part of the proposed metrics to measure the 'spreading opportunity and improving public service' objective in the Levelling Up agenda. As this is likely to be an area where data collection occurs locally, some additional reporting may be required by CYC in the future and as such, any supplementary information will also feature in future monitors.

103 Within York, increasing apprenticeships at higher levels and in science and technology-based industries was also recently included within the draft Economic Strategy for the city as an objective to support the 'Thriving Workforce' theme.

FOI/EIR and SAR - % In time

104 In Q1 2022-23, the council received 342 FOIs (Freedom of Information Act requests) and EIRs (Environmental Information Regulation requests) and 42 SARs (subject access to records request). The timeliness of these requests was 84.90% for FOIs/EIRs and 76.70% for SARs which is an improvement on the same quarter in the 2021-22 financial year.



Executive**18 August 2022**

Report of the Chief Finance Officer

Portfolio of the Executive Member for Finance and Major Projects

Capital Programme – Monitor 1 2022/23**Summary**

- 1 The purpose of this report is to set out the projected outturn position for 2022/23 including any under/over spends and adjustments, along with requests to re-profile budgets to/from current and future years.
- 2 The 2022/23 capital programme approved by Council on 7 February 2022 and updated for amendments reported to Executive in the 2021/22 outturn report resulted in an approved capital budget of £187.279m.

Impact of price risk on the capital programme

- 3 Issues with material cost and delivery timescales for a number of commodities used by the Council have been highlighted over recent months. These have related to a combination of the impact of Covid, Brexit and global demand. There have also been significant increases in the price of oil and gas which manifest both in the cost of petrol and diesel but also in the cost of utility bills. The war in Ukraine has added further pressure on these costs of fuel but is now also leading to supply difficulties for certain materials and food stuffs.
- 4 The Council therefore needs to be aware of potential delays and cost increases in capital projects as well as the increased budgetary pressures within day to day service delivery. It is too early to quantify the exact implications of inflationary and demand pressures on the delivery of the capital programme. However, it is clear that should this situation continue for any length of time it will put real pressure on the Capital Programme. Where information is available, it has been included in the report. Officers are closely monitoring price risk on capital schemes and will continue to monitor the situation and report back to Executives later in the year

Recommendations

5 Executive is asked to:

- Recommend to Full Council the adjustments resulting in an increase in the 2022/23 budget of £6.592m as detailed in the report and contained in Annex A.
- Note the 2022/23 revised budget of £192.750m as set out in paragraph 6 and Table 1.
- Note the restated capital programme for 2022/23 – 2026/27 as set Reason: to enable the effective management and monitoring of the Council’s capital programme.

Consultation

6 The capital programme was developed under the capital budget process and agreed by Council on 7 February 2022. Whilst the capital programme as a whole is not consulted on, the individual scheme proposals and associated capital receipt sales do follow a consultation process with local Councillors and residents in the locality of the individual schemes.

Summary of Key Issues

- 7 An increase of £6.592m is detailed in this monitor resulting in a revised capital programme for 2022/23 of £192.750m. There is an increase of £7.651m and a re-profiling of budgets to future years totalling £1.059m. This is due to some new schemes being added to the programme under the umbrella of the Housing Asset Management plan, and an increase of £5.4m to expand and improve facilities for pupils with SEND as detailed in paragraph 10.
- 8 Table 1 outlines the variances reported against each portfolio area and a summary of the key exceptions and implications on the capital programme are highlighted in the paragraphs that follow.

Department	Current Approved Budget £m	Projected Outturn £m	Adjustment £m	Reprofile £m	Total Variance £m	Paragraph Ref
Children’s services	24.715	30.986	6.271	-	6.271	9 - 12

Adult Social Care	1.166	1.166	-	-	-	-
Housing & Community Safety	63.430	62.727	5.407	(6.110)	(0.703)	13 – 21
Transport, Highways & Environment	75.938	76.821	0.883	-	0.883	22 – 23
Property Services	11.277	11.880	0.603	-	0.603	-
Community Stadium	0.777	0.777	-	-	-	-
FM & Buildings	0.948	-	(0.948)	-	(0.948)	-
ICT	2.722	4.097	-	1.375	1.375	24 - 25
Customer & Corporate Services	1.669	2.014	0.345	-	0.345	
Communities & Culture	2.382	2.382	-	-	-	26 - 27
Climate Change	1.134	0.700	-	(0.434)	(0.434)	-
Total	186.158	193.550	6.290	1.102	7.392	

Table 1 Capital Programme Forecast Outturn 2022/23

Analysis

Children, Education & Communities

- 9 The total approved budget within the Children’s Services and Education Capital Programme for 2021/22 is £24.712m. At this point in the financial year the only updates are a small number of funding changes. A fuller progress report will be provided at Monitor 2 when work carried out over the summer holiday period in schools will be reported.
- 10 The most significant update to report is the additional funding the LA has been allocated towards SEND provision in the city. Firstly there has been the success of the Council’s bid to the Department for Education (DfE) requesting additional capital resources to support the delivery of the Dedicated Schools Grant (DSG) Safety Valve Agreement. The results of the bid process were announced in mid-June and York has been awarded an additional grant of £3m (the full amount requested) to support capital works to assist in the delivery of sufficient and appropriate places for children and young people with SEND both in special and mainstream schools.
- 11 In addition, the DfE also announced additional allocations of SEND grant to all LAs. York has been allocated amounts of £2.478m in 2022/23 and

£2.740m in 2023/24. The total of these three amounts including the additional Safety Valve funding represents an additional grant resource of approximately £8.2m to go towards the expansion and improvement of provision for children and young people with SEND. The directorate is now considering the most appropriate use of this funding to support the SEND sufficiency plan and the delivery of the Inclusion Review. Reports for approval of significant SEND projects will be brought forward for approval as soon as possible.

- 12 The assumption in the Capital programme for 2022/23 for Condition and Maintenance funding from the DfE was an amount of £0.7m. However, the April 2022 announcement allocated an amount of £1.493m to the LA. As a result, an additional £0.793m of grant funding needs adding into the programme. At present, it is possible that this additional amount may be required to assist with cost pressures impacting on currently approved schemes. If not, this additional funding will be available for urgent or emergency works that may emerge. The remaining balance will then be added to the budget available to fund the 2023/24 programme which is currently being developed

Housing & Community Safety

- 13 Amendments to this area of the capital programme have resulted in a net decrease of £1.5m in 2022/23
- 14 The major repairs and modernisation of council homes capital programme budget for 22/23 has been reprofiled from £9.9m to £8.7m to reflect the increased volume and cost of work that was completed in 21/22. There has been a review of the 2022/23 programme taking into account expenditure incurred in 2021/22 as well as procurement financial limits requiring some work programmes to be reprocured. For example on the Standing Water Programme, whilst there is sufficient contract provision and budget to allow the completion of the remaining works in progress, a new contract is required before any further homes will be completed.
- 15 As with all construction lead programmes, inflationary pressures relating to the cost of materials, fuel and labour are impacting the volumes of works that can be delivered within budgets
- 16 July Executive have approved 2 new schemes under the umbrella of the Housing Asset Management plan, which will require further Executive sign off and full Council approval. The schemes are to deliver improvements to existing housing stock being major modernisation and energy efficiency

works at Bell Farm and refurbishment works at Glen Lodge of 32 units including new pipe works, kitchens and bathrooms. The estimated costs of the schemes total £4.61m and are proposed to be funded from capital receipts. The budget will be added to the programme once formal approval is provided

- 17 The LA Homes Phase 2 budget is for the acquisition and development of properties that are not part of the 8 sites of the Housing Delivery Project. Budget of £2m to be re-profiled into future years based on the current programme
- 18 Following approval of the construction budget in March 2022, the construction contracts for both Duncombe Barracks and Burnholme have been entered into with Caddick Construction. Duncombe Barracks will start on site first, in mid-July 2022 to commence a programme of enabling works before substructures start in late 2022. Burnholme will commence in November 2022. Resident events to inform local people of the construction programme and introduce the contractor have been undertaken at Duncombe and are planned for later in the year at Burnholme
- 19 Lowfield Green continues to make significant progress with 88 of the homes now complete and occupied. The remaining 52 homes and associated infrastructure work will be complete by the end of the financial year. Whilst delays were suffered earlier in the contract due to covid and labour and material shortages, progress is now good and in line with the current programme. The costs associated with these delays are being negotiated with the contractor and will be reported through monitoring once an agreement has been reached. The 6 self build homes are all expected to complete by late 2022 with the Community Build due to start on site in late 2022.
- 20 Energy Efficiency works on 44 council homes are nearing completion which have been improved through the installation of solar PV panels utilising CYC and LAD2 funding. Loft insulation has also been provided for all properties where this was beneficial. These works will reduce residents fuel bills, improve the thermal performance of the homes, and reduce carbon emissions.
- 21 A contractor has now been procured to deliver fabric improvements to 28 council homes which will improve the thermal performance of these homes, with part funding being received from the Social Housing Decarbonisation fund Wave 1

Transport, Highways & Environment

- 22 Amendments to this area of the capital programme have resulted in a net increase of £883m in 2022/23.
- 23 Within the Haxby Station scheme additional grant funding of £1.1m has been awarded by DfT to support the development of the Haxby Station

Customer & Corporate Services - IT

- 24 The capital budget for ICT is £2,602k in 2022/23. At Monitor 1 the forecast is that all this budget will be spent and up to £1,495k will need to be brought forward from 23/24.
- 25 The main area of spend is on the refresh in infrastructure technology as part of the new Managed Service contract with North. Key elements that are being replaced or developed are:
- The Council Wifi
 - The Wide area Network edge equipment
 - The integration of Mitel Telephony with Microsoft Teams

Other schemes that are on target to be delivered in 22/23 are:

- Continued roll out of Microsoft 365 and associated back up technology
- Replacement of Infrastructure cyber security systems
- Replacement of the Electronic Data and Records Management System
- The annual laptop refresh programme

Communities & Culture

- 26 The Climate Change schemes budget is £1134k in 22/23. Slippage of £434k is reported at Monitor 1. This is based on the current commitments for 22/23 and allows for further reprofiling of the budget into future years following the appointment of Forestry England to deliver the York Community Woodland

27 The Future Library Investment Programme (FLIP) is on track with the first of the three capital projects now in its construction phase to create a new Gateway library for Haxby & Wigginton. The cost for the first phase has been higher due to inflationary pressures but this has been managed within the overall FLIP budget, using part of the £0.5m contingency. The second phase, Clifton Library Learning Centre is currently at the planning permission stage, with tendering in autumn 2022. There is an obvious cost inflation risk to the overall programme that has been seen at phase 1 and unless market conditions change will provide additional cost pressure for phase 2 and 3

Summary

28 As a result of the changes highlighted above the revised 5 year capital programme is summarised in Table 2.

Gross Capital Programme	2022/23	2023/24	2024/25	2025/26	2026/27	Total
	£m	£m	£m	£m	£m	£m
Children's services	30.986	8.960	0.920	0.920	0.920	42.706
Adult Social Care	1.166	0.750	0.682	0.705	0.728	4.031
Housing & Community Safety	61.927	46.959	39.006	32.154	13.044	193.090
Transport, Highways & Environment	76.821	61.864	49.811	14.479	13.474	216.449
Property Services	11.880	38.749	0.250	0.250	0.250	51.379
Community Stadium	0.777	-	-	-	-	0.777
ICT	4.097	1.445	2.820	3.170	2.820	14.352
Customer & Corporate Services	2.014	0.200	0.200	0.200	0.200	2.814
Communities & Culture	2.382	4.700	0.726	-	-	7.808
Climate Change	0.700	0.834	0.250	0.250	-	2.034
Revised Programme	192.750	164.461	94.665	52.128	31.436	535.440

**Table 2 Revised 5 Year Capital Programme
Funding the 2022/23 – 2026/27 Capital Programme**

29 The revised 2022/23 capital programme of £540.365 m is funded from £195.913m of external funding and £344.437m of internal funding. Table 3 shows the projected call on resources going forward.

	2022/23	2023/24	2024/25	2025/26	2026/27	Total
	£m	£m	£m	£m	£m	£m
Gross Capital Programme	192.750	164.461	94.665	52.128	31.436	535.440
Funded by:						

External Funding	80.165	61.729	37.204	10.025	6.790	195.913
Council Controlled Resources	112.585	102.732	57.461	42.103	24.646	339.527
Total Funding	192.750	164.461	94.665	52.128	31.436	535.440

Table 3 – 2022/23 –2026/27 Capital Programme Financing

- 30 The Council controlled figure is comprised of a number of resources that the Council has ultimate control over. These include Right to Buy receipts, revenue contributions, supported (government awarded) borrowing, prudential (Council funded) borrowing, reserves (including Venture Fund) and capital receipts
- 31 In financing the overall capital programme the Chief Finance Officer will use the optimum mix of funding sources available to achieve the best financial position for the Council. Therefore an option for any new capital receipts would be to use these to replace assumed borrowing, thereby reducing the Councils' borrowing levels and associated revenue costs.

Council Plan

- 32 The information contained in this report demonstrates progress in achieving the priorities set out in the Council Plan.

Implications

- 33 This report has the following implications:
- **Financial** - are contained throughout the main body of the report
 - **Human Resources (HR)** – There are no HR implications as a result of this report
 - **One Planet Council/ Equalities** – The capital programme seeks to address key equalities issues that affect the Council and the public. Schemes that address equalities include the Disabilities Support Grant, the Schools Access Initiative, the Community Equipment Loans Store (CELS) and the Disabilities Discrimination Act (DDA) Access Improvements. All individual schemes will be subject to Equalities Impact Assessments
 - **Legal Implications** - Whilst this report itself does not have any legal implications, the schemes within the capital programme will themselves will be in receipt of legal advice where necessary
 - **Crime and Disorder** - There are no crime and disorder implications as a result of this report.
 - **Information Technology** – The information technology implications are contained within the main body of the report,

- **Property** - The property implications of this paper are included in the main body of the report which covers the funding of the capital programme from capital receipts.
- **Other** – There are no other implications

Risk Management

34 There are a number of risks inherent in the delivery of a large scale capital programme. To mitigate against these risks the capital programme is regularly monitored as part of the corporate monitoring process, and the project management framework. This is supplemented by internal and external audit reviews of major projects.

Contact Details

Author:	Chief Officer Responsible for the report:		
Emma Audrain Technical Accountant Corporate Finance 01904 551170 emma.audrain@york.gov.uk	Debbie Mitchell Chief Finance Officer 01904 554161		
	Report Approved	√	Date 4 August 2022
Wards Affected: All			
For further information please contact the author of the report			

Specialist Implications:
Legal – Not Applicable
Property – Not Applicable
Information Technology – Not Applicable

Annexes

Annex A – Capital Programme 2022/23 to 2026/27

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	2022/23	2023/24	2024/25	2025/26	2026/27	Total Capital Programme 2022/23- 2026/27 £000
	£000	£000	£000	£000	£000	£000
CHILDRENS SERVICES						
Basic Need	10,752	3,000	0	0	0	13,752
Fulford School Expansion 2020 Phase 1 and 2	3,434	2,000	0	0	0	5,434
DfE Maintenance	2,357	700	700	700	700	5,157
Schools Essential Mechanical & Electrical Work	2,021	0	0	0	0	2,021
Danesgate Extension 2022	1,900	0	0	0	0	1,900
Schools Essential Building Work	1,732	0	0	0	0	1,732
Children in Care Residential Commissioning Plan	1,352	0	0	0	0	1,352
NDS Devolved Capital	225	220	220	220	220	1,105
Improving School Accessibility	314	300	0	0	0	614
Applefields Extension Work 2021 and 2022	560	0	0	0	0	560
Expansion and Improvement of Facilities for Pupils with SEND	5,972	2,740	0	0	0	8,712
Family Drug & Alcohol Assess/Recovery Facility	100	0	0	0	0	100
Healthy Pupils Capital Fund	93	0	0	0	0	93
Centre of Excellence for Disabled Children (Lincoln Court)	68	0	0	0	0	68
Southbank Expansion	56	0	0	0	0	56
Adaptions to Foster Carer Homes	50	0	0	0	0	50
ADULT SOCIAL CARE						
Telecare Equipment and Infrastructure	259	267	275	283	291	1,375
Disabled Support Grant	249	250	260	270	280	1,309
Major Items of Disability Equipment	155	143	147	152	157	754
OPA-Ashfield Estate Sports Pitches	116	0	0	0	0	116
Proof of Concept for robotics & AI within social care	110	90	0	0	0	200
OPA-Haxby Hall	170	0	0	0	0	170
OPA - the Centre@Burnholme including enabling works	73	0	0	0	0	73
OPA Residual Enabling Work	34	0	0	0	0	34
HOUSING & COMMUNITY SAFETY (HRA & GF)						
Local Authority Homes - New Build Project	12,400	18,343	20,000	18,829	0	69,572
Major Repairs & Modernisation of Local Authority Homes	9,190	8,462	8,769	8,720	9,270	44,411
LA Homes - Burnholme	10,534	10,687	3,170	0	0	24,391
Disabled Facilities Grant (Gfund)	1,963	2,236	2,375	2,375	2,565	11,514
Duncombe Barracks	7,005	3,111	832	0	0	10,948
Lowfield Housing	5,322	700	0	0	0	6,022
Home Upgrade Grant (G/fund)	5,648	0	0	0	0	5,648
Local Authority Homes - Project Team	680	830	1,000	1,370	389	4,269
Local Authority Homes - Phase 2	944	1,200	2,000	0	0	4,144
Assistance to Older & Disabled People	636	620	630	640	650	3,176
LA Homes - Hospital Fields/Ordnance Lane	3,158	0	0	0	0	3,158
LA Homes Energy Efficiency Programme	1,746	250	0	0	0	1,996
Shared Ownership Scheme	1,440	0	0	0	0	1,440
Housing Environmental Improvement Programme	473	170	170	170	170	1,153
Water Mains Upgrade	60	300	60	50	0	470
IT Infrastructure	193	0	0	0	0	193
Lincoln Court Independent Living Scheme	127	0	0	0	0	127
Tang Hall Library Site Enabling Works (G/fund)	110	0	0	0	0	110
Empty Homes (Gfund)	50	50	0	0	0	100
Chaloner Road Site Enabling Works	91	0	0	0	0	91
Extension to Glen Lodge	88	0	0	0	0	88
Extension to Marjorie Waite Court	57	0	0	0	0	57
James House	12	0	0	0	0	12
TRANSPORT, HIGHWAYS & ENVIRONMENT						
York Outer Ring Road - Dualling	5,175	23,330	29,084	3,640	0	61,229
Highway Schemes	10,373	7,377	7,280	7,280	7,280	39,590
WYTF - Station Frontage	6,428	11,377	4,310	0	0	22,115
Haxby Station	3,600	12,100	2,100	0	0	17,800
Replacement Vehicles & Plant	6,292	2,683	2,781	161	3,146	15,063
Local Transport Plan (LTP) *	6,838	1,570	1,570	1,570	1,570	13,118
ZEBRA	8,401	0	0	0	0	8,401
Highways - Tadcaster Road	4,564	0	0	0	0	4,564
WYTF - Castle Gateway Development	2,230	1,347	908	50	0	4,535
Drainage Investigation & Renewal	1,094	700	700	900	900	4,294
Flood Alleviation Schemes including Germany Beck	3,270	0	0	0	0	3,270
Replacement of Unsound Lighting Columns	772	644	578	578	578	3,150
York City Walls Restoration Programme	1,050	336	300	300	0	1,986
Fleet Acquisition	1,969	0	0	0	0	1,969
Highways & Transport - Ward Committees	1,771	0	0	0	0	1,771
Built Environment Fund - Hostile Vehicle Mitigation	1,691	0	0	0	0	1,691
Flood Scheme Contributions	1,500	0	0	0	0	1,500
Electric charging Infrastructure	1,355	0	0	0	0	1,355
TCF - Tadcaster Road Improvements	1,318	0	0	0	0	1,318
Essential Bridge Maintenance	1,100	0	0	0	0	1,100
Smarter Travel Evolution Programme	937	0	0	0	0	937
Castle Mills Lock	600	200	0	0	0	800
Waste Vehicle Replacement	745	0	0	0	0	745
Highways Drainage Works	247	200	200	0	0	647
Special Bridge Maintenance (Struct maint)	397	0	0	0	0	397
National Cycle Network 65 Targeted Repairs	378	0	0	0	0	378

EV Charging Asset Replacement	337	0	0	0	0	337
Fordlands Road Flood Defences	326	0	0	0	0	326
Hyper Hubs	300	0	0	0	0	300
Public Realm & Waste Equipment	286	0	0	0	0	286
Traffic control/ reduction and public realm improvements in Bishophill/ Mi	230	0	0	0	0	230
Flood Sign Renewal and Rainfall monitoring	200	0	0	0	0	200
Fleet & Workshop Compliance	197	0	0	0	0	197
Access Barrier Review	191	0	0	0	0	191
River Bank repairs	148	0	0	0	0	148
Better Play Areas	127	0	0	0	0	127
Scarborough Bridge	87	0	0	0	0	87
Knavesmire Culverts	81	0	0	0	0	81
Clean Air Zone	73	0	0	0	0	73
Non Illuminated Structural asset renewal	57	0	0	0	0	57
Car Park Improvements	38	0	0	0	0	38
CCTV Asset Renewal	32	0	0	0	0	32
Hazel Court conversion of storage area to operational hub	16	0	0	0	0	16
Haxby Station	0	0	0	0	0	0
Litter Bin Replacement Programme	0	0	0	0	0	0
Better Bus Area Fund	0	0	0	0	0	0
PROPERTY SERVICES						
York Central Infrastructure	1,900	38,476	0	0	0	40,376
Guildhall	2,160	0	0	0	0	2,160
Castle Gateway (Picadilly Regeneration)	5,425	0	0	0	0	5,425
Asset Maintenance + Critical H&S Repairs	310	250	250	250	250	1,310
Holgate Park Land – York Central Land and Clearance	397	0	0	0	0	397
LCR Revolving Investment Fund	300	0	0	0	0	300
29 Castlegate	159	0	0	0	0	159
Commercial Property Acquisition incl Swinegate	195	0	0	0	0	195
Shambles Modernisation - Power	180	0	0	0	0	180
Community Asset Transfer	175	0	0	0	0	175
Air Quality Monitoring (Gfund)	46	23	0	0	0	69
Built Environment Fund - Shopping Area Improvements	15	0	0	0	0	15
Shambles Health & Safety	15	0	0	0	0	15
Removal of Asbestos	237	0	0	0	0	237
West Offices - Major repairs	100	0	0	0	0	100
Hazel Court welfare facilities	95	0	0	0	0	95
Photovoltaic Energy Programme	94	0	0	0	0	94
Fire Safety Regulations - Adaptations	77	0	0	0	0	77
STADIUM & MAJOR PROJECTS						
Community Stadium	777	0	0	0	0	777
ICT						
IT Development plan	4,097	1,325	2,820	3,170	2,820	14,232
IT Superconnected Cities	0	120	0	0	0	120
CUSTOMER & CORPORATE SERVICES						
Capital Contingency	976	0	0	0	0	976
Project Support Fund	693	200	200	200	200	1,493
Crematorium Waiting Room	233	0	0	0	0	233
Registry office Phase 2 Refurbishment	72	0	0	0	0	72
Mansion House Restoration	24	0	0	0	0	24
Replacement of 2 Cremators	16	0	0	0	0	16
COMMUNITIES & CULTURE						
Libraries as Centres of Learning and Opportunity for all: Acomb & Clifton	2,024	3,700	726	0	0	6,450
Future Libraries	0	1,000	0	0	0	1,000
Westfield Multi Use Games Area	200	0	0	0	0	200
Explore self issue machines	100	0	0	0	0	100
Energise Roof	58	0	0	0	0	58
CLIMATE CHANGE						
Climate Change schemes including Northern Forest	700	834	250	250	0	2,034
GROSS EXPENDITURE BY DEPARTMENT						
PEOPLE DIRECTORATE						
CHILDRENS SERVICES	30,986	8,960	920	920	920	42,706
ADULT SOCIAL CARE	1,166	750	682	705	728	4,031
PLACE DIRECTORATE						
HOUSING & COMMUNITY SAFETY (HRA & GF)	61,927	46,959	39,006	32,154	13,044	193,090
TRANSPORT, HIGHWAYS & ENVIRONMENT	76,821	61,864	49,811	14,479	13,474	216,449
PROPERTY SERVICES	11,880	38,749	250	250	250	51,379
CHIEF OPERATING OFFICER						
STADIUM & MAJOR PROJECTS	777	0	0	0	0	777
ICT	4,097	1,445	2,820	3,170	2,820	14,352
CUSTOMER & CORPORATE SERVICES	2,014	200	200	200	200	2,814
COMMUNITIES & CULTURE	2,382	4,700	726	0	0	7,808
CLIMATE CHANGE	700	834	250	250	0	2,034
TOTAL BY DEPARTMENT	192,750	164,461	94,665	52,128	31,436	535,440
TOTAL GROSS EXPENDITURE	192,750	164,461	94,665	52,128	31,436	535,440
TOTAL EXTERNAL FUNDING	80,165	61,729	37,204	10,025	6,790	195,913
TOTAL INTERNAL FUNDING	112,585	102,732	57,461	42,103	24,646	339,527