

**CITY OF YORK COUNCIL
SUMMONS**

All Councillors, relevant Council Officers and other interested parties and residents are formally invited to attend a meeting of the **City of York Council** at **The Citadel, Gillygate, York, YO31 7EA** to consider the business contained in this agenda on the following date and time

Thursday, 23 November 2023 at 6.30 pm

The Citadel

L Cook,
Democracy
Officer

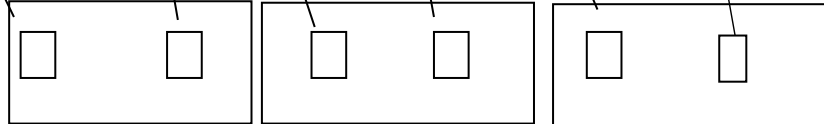
L Tomlinson,
Head of
Democratic
Governance

Cllr C Cullwick,
Lord Mayor

B Roberts,
Monitoring
Officer

I Floyd,
Chief Operating
Officer

D Mitchell, Chief
Finance Officer



Cllr Kent	Cllr Ravilious
--------------	-------------------

Cllr Pavlovic	Cllr Kilbane
------------------	-----------------

Cllr Douglas	Cllr Lomas
-----------------	---------------

Cllr Coles	Cllr Webb
------------	--------------

Cllr Clarke	Cllr Nelson
----------------	----------------

Cllr Melly	Cllr Merrett
---------------	-----------------

Cllr Wilson	Cllr Steels - Walshaw
-------------	--------------------------

Cllr Kelly	Cllr Myers
------------	---------------

	Cllr Warters
--	-----------------

--	--

Cllr B Burton	Cllr Rose
------------------	--------------

Cllr Crawshaw	Cllr Whitcroft
------------------	-------------------

Cllr Baxter	Cllr J Burton
----------------	------------------

Cllr Taylor	Cllr Wells
----------------	---------------

Cllr Steward	Cllr Nicholls
-----------------	------------------

Cllr Rowley BEM	
-----------------------	--



Cllr Smalley	Cllr Runciman
Cllr Fisher	Cllr Orrell

Cllr Waller	Cllr Healey
Cllr Pearson	Cllr Hollyer

Cllr Ayre	Cllr Widdowson
Cllr Wann	Cllr Vassie

Cllr Fenton	Cllr Mason
Cllr Knight	Cllr Waudby

Cllr Hook	Cllr Cuthbertson
--------------	---------------------

AGENDA

1. Declarations of Interest (Pages 1 - 2)

At this point in the meeting, Members and co-opted 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. The disclosure must include the nature of the interest.

An interest must also be disclosed in the meeting when it becomes apparent to the member during the meeting.

2. Minutes (Pages 3 - 22)

To approve and sign the minutes of the Council meeting held on 21 September 2023.

3. Civic Announcements

To consider any announcements made by the Lord Mayor in respect of Civic business.

4. Public Participation

At this point in the meeting, any member of the public who has registered to address the Council, or to ask a Member of the Council a question, on a matter directly relevant to the business of the Council or the City, may do so. The deadline for registering is **5:00pm on Tuesday, 21 November 2023.**

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 public meeting will be webcast including any registered public speakers who have given their permission. The remote public meeting can be viewed live and on demand at www.york.gov.uk/webcasts.

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

5. Petitions

To consider any petitions received from Members in accordance with Standing Order B5.

Notice has been received of five petitions to be presented by:

- (i) Cllr Waller, on behalf of residents, regarding using the Chapelfields Estate Improvement funds
- (ii) Cllr Waller, on behalf of residents, regarding releasing parking improvement funds.
- (iii) Cllr Waller, on behalf of residents, regarding sorting out Dijon Ave and Lowfields Drive.
- (iv) Cllr Waller, on behalf of residents, regarding releasing parking improvement funds for Ascot Way.
- (v) Cllr Clarke, on behalf of residents, regarding pedestrianising Fossgate.

6. Report of Executive Leader, Questions, and Executive Recommendations (Pages 23 - 124)

To receive and consider a written report from the Leader and ask questions on the work of the Executive, and to consider the Executive recommendations for approval, as set out below:

Meeting	Date	Recommendations
Executive	12 October 2023 https://democracy.york.gov.uk/ieListDocuments.aspx?CId=733&Mid=13931&Ver=4	Minute 46: Youth Justice Plan

Executive	16 November 2023 https://democracy.york.gov.uk/ielistDocuments.aspx?CId=733&MId=13932&Ver=4	Minute tbc - Capital programme monitor 2 (<i>to follow</i>) Minute tbc - Delivering More Affordable Housing in York – update on the Housing Delivery Programme (<i>to follow</i>)
-----------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- 7. Report of Deputy Leader and Questions** (Pages 125 - 126)
To receive and consider a written report from the Deputy Leader and, to question the Deputy Leader thereon.

8. Motions on Notice

To consider the following Motions on Notice under Standing Order B13:

Motions submitted for consideration directly by Council, in accordance with Standing Order 22.1

- i) From Cllr Rose

Recognising and supporting York’s neurodivergent adults

“Council notes:

- Humber and North Yorkshire Integrated Care Board’s (ICB) trial pathways for adult autism and ADHD assessments that commenced in March this year, and which have been extended to March 2024;
- Important work carried out by Healthwatch York and York Disability Rights Forum (YDRF) in scrutinising the current trial and gathering evidence of people’s experiences of the process;
- The ICB’s public engagement events to review the pilot, being held next month;
- The NHS 2021 National Strategy for Autistic Children, Young People and Adults, that committed to *‘timely access*

to diagnosis and demonstrably improved autism assessment pathways for people of all ages by 2026’;

- The 400% increase in adults seeking assessment for ADHD since 2020 (ADHD Foundation) and the pressure this places on assessment services;
- The almost four-year wait in a best-case scenario for those accepted for assessment under the current trial;
- York’s position as an autism-friendly city;
- Council’s adoption of the social model of disability.

Council believes:

- It is important to identify and/or acknowledge different types of neurodiversity in individuals in a timely way in order to help them better understand themselves, their unique qualities, the adaptations that could be made to help them manage any challenges they face and support available, such that they can lead healthy, safe and fulfilling lives;
- That people should be able to access diagnosis pathways if and when appropriate or necessary and that such pathways should be well defined, clearly articulated and appropriately resourced;
- That the process of triage is well established in healthcare services for good reasons but that those deemed lower priority for assessment also deserve to know what pathways are open to them and how long it might take to access them;
- The current referral pathway lacks sufficient review points for individuals where, should their personal situation change, they can re-enter the process.

Council resolves:

- To write to encourage the ICB to use the public engagement process to communicate more openly how the

assessment pathway process works, the challenges with it and how information on outcomes could be provided for those completing the North Yorkshire and York online Platform for Adult Autism and ADHD Referral;

- To request an update report be presented to Health, Housing and Adult Social Care Scrutiny Committee on the work of council services in supporting neurodivergent adults in York, including child to adult transitions;
- To request that the Head of Paid Service communicates with all staff expressing the importance of removing barriers wherever possible, such that neurodivergent staff and residents are enabled to better access Council support and services;
- To renew the city's Autism Strategy and use this opportunity for City of York Council to reaffirm and widen the city's commitment to autistic and neurodivergent people in York, learning from the challenges of the current NHS pilot to ensure there is meaningful engagement with local groups about how to improve support to meet the needs of neurodivergent residents accessing its services;
- To ensure national Government is made aware of the perfect storm of increased demand for adult assessment, diagnosis and support for autism/ ADHD set against the backdrop of low levels of funding to support neurodiverse adults and to local authorities like City of York Council to provide the support they would like for their residents.”

ii) From Cllr Hollyer

The Fair Game campaign for football clubs

“Council notes:

- The vastly unfair way in which income is shared across the football pyramid. For instance of the £3.2 billion English Football receives from TV revenue, 88% goes to Premier League teams. Championship teams get just £32.85 from

every £1,000 generated.

- Frequently bad management has gone unnoticed or ignored and clubs are run unsustainably, putting at risk all the history, heritage, and economic benefit they bring to an area – often in pursuit of short-term gain.
- That Fair Game, a national campaign that seeks reform of the way football is managed and run. Specifically it calls for
 - A truly independent regulator for the sport free of vested interests
 - A refocus on ‘values’ rather than profit
 - Football clubs to be recognised as key parts of local communities
 - The establishment of a Fair Game Index, which will reallocate the payments made to clubs to reward those which are run well, respect equality standards and properly engage with their fans and their community
 - The regulator to ensure fans are given the final say on any proposed change to a club’s ‘crown jewels’, including the club’s name, nickname, colours, badge and the geographical location from where the club plays.
- That the Government has published a White Paper developed from a Government-commissioned fan-led review into football governance led by former Sports Minister Tracey Crouch MP, and that a vast majority of its findings mirror Fair Game’s aspirations.
- That if the Fair Game Index was applied to York City Football Club, it would receive an extra £2.54 million of income each year (up from £79,000 to £2.62 million). This could be invested through the Club’s Community Organisation to improve facilities and into community projects delivered via York City FC Foundation.

Council believes:

- That football clubs are not ordinary businesses; they are historic sporting institutions that are both a civic and community asset, and a source of pride and unity, in their hometown or city.

- That lower league football is currently in crisis.
- That COVID-19 devastated the revenue of many lower-league clubs, and the cost-of-living crisis could be the knock-out blow for dozens of clubs.

Council resolves:

- To declare its support for Fair Game, and call on other councils to join us in our support.
- To ask the Chief Operating Officer to write to the Minister for Sport, local Members of Parliament, and the Chair of the Local Government Association Culture, Tourism and Sport Board, to lobby for the following to be included in the new remit of the Independent Regulator:
 - Football's financial flow (particularly over: proportion of broadcast revenues given by the Premier League, the abolition of parachute payments, and the allocation of funds from the Premier League);
 - Owners' and Directors' Test to include an 'ethics' dimension, particularly around human rights;
 - Implementation of a Fair Game Index to accurately measure club's progress;
 - To include National League North and South clubs under their control;
 - To have stronger powers to implement and enforce governance; and
 - Measurement of equality standards and environmental standards.
- To ask the council's Children, Culture and Communities Scrutiny Committee to discuss at a meeting in the current municipal year the important role that York City Football Club plays in the culture and heritage of the city and to explore ways in which we can work together to support the club and York City Football Club Foundation with its work in the local community."

iii) From Cllr Whitcroft

Working to improve Mental Health

“Council notes:

- a marked decline in the mental health of certain groups of people during and since the Covid pandemic;
- poor mental health has been exacerbated by the cost-of-living crisis and by social problems which disproportionately impact our most vulnerable residents, such as those experiencing homelessness, isolation and fuel poverty;
- the most devastating outcome of poor mental health is suicide, instances of which have increased in York from 9.3 per 100,000 residents to 13.3 in the decade to 2021-22;
- children’s mental health services are under unprecedented pressure, a problem compounded by significant cuts to early intervention work and bottom four of 151 councils national per pupil schools funding;
- mental health services in general are unable to meet resident demand, as outlined in a recent Healthwatch report, while mental health services for people in crisis are failing to meet need;
- the month of November is often associated with mental health awareness due to the successful and popular Movember campaign.

Council believes:

- mental health is just as important as physical health;
- mental health support in York has suffered due to a sustained period of austerity as well as real terms cuts to mental health services and other public services with a role in protecting general wellbeing;
- Local Authorities, health services and voluntary sector organisations lack the necessary resource to handle the extensive mental health crisis being felt in York and across the country;
- those organisations are unable to fully alleviate the mental health crisis in our city without greater health funding from national government;

- lack of suitable safeguarding procedures for people being discharged from mental health care is resulting in serious risk to life of impacted residents.

Council resolves to:

- express its disappointment at the shelving of planned reforms to the Mental Health Act in the recent King's Speech, reforms designed to address amongst other issues, the inappropriate detention of different groups of people against their will;
- call on relevant bodies and stakeholders to support preventative mental health measures, such as mental health support for children and young people and support for counselling services that take into account cost of living pressures;
- work with local healthcare partners to encourage them to ensure patients have a holistic triage on admission with a mandatory Safety Plan on return to the community;
- work with health partners to end out of area transfers where practical so that mental health patients are supported as close to home as possible;
- explore how it can support and build on the work of York Ending Stigma (YES - <https://www.yorkcvs.org.uk/york-ending-stigma/>) to reduce stigma and improve attitudes on mental health issues in both its staff and the residents it serves;
- ask that relevant council officers, the Executive Member for Health, Wellbeing and Adult Social care and commissioned services consult fully with mental health charities and service users when planning changes to mental health support services;
- Encourage all members of the Council to support the Movember campaign to raise funds for men's mental health."

iv) From Cllr Vassie

Withdrawal of the Public Switched Telephone Network

“Council notes:

- That phone companies intend to withdraw the existing analogue telephone system, called the Public Switched Telephone Network (PSTN), by the end of 2025, and that in future ‘Digital Voice’ services will work using broadband connections rather than copper phone lines.
- That there are a million UK voice-only customers, some of whom do not have any access to broadband, and many of whom are likely to be older or financially vulnerable .
- That there are 1.7 million people using telecare devices in the UK, many of which are supported by PSTN.
- That Ofcom has published expectations for how telecoms companies should support customers during the migration.

Council believes:

- There is currently a low level of awareness of the impending change - when telecare provider Taking Care surveyed a representative sample of more than 2,000 UK adults in March 2021, they found that 91% were unaware that all phone lines would become digital by the end of 2025.
- That action is needed to help raise awareness among those likely to be affected by this change so that measures can be put in place in good time to ensure that vital service such as telecare are not interrupted.

Council resolves:

- To ask the Corporate Services, Climate Change and Scrutiny Management Committee to include as an agenda item at a meeting of that committee or another scrutiny committee in the next three months, consideration of York’s level of preparedness for this change. Participants in the discussion could include local authority, telecoms, NHS, care, voluntary sector and other partners as appropriate.
- To ask the relevant Executive Members to ensure that all

front-line staff working with groups who may be particularly affected by this change are suitably briefed in order to be able to direct residents and their families/carers to sources of information and support.”

9. Questions to the Leader or Executive Members

To question the Leader and/or Executive Members in respect of any matter within their portfolio responsibility, in accordance with Standing Order B11.

10. Report of Executive Member (Pages 127 - 132)

To receive a written report from the Executive Member for Economy and Transport and to question the Executive Member thereon, in accordance with Standing Orders B9 and B10.

11. Scrutiny - Report of the Chair of the Customer & Corporate Services Scrutiny Management Committee (Pages 133 - 136)

To receive a report from Councillor Fenton, Chair of the Corporate Services, Climate Change and Scrutiny Management Committee, on the work of the Committee.

12. Recommendations of the Audit and Governance Committee (Pages 137 - 324)

To consider the recommendations for approval set out below:

Meeting	Date	Recommendations
Audit and Governance Committee	8 November 2023	Minute 35: Report of the Monitoring Officer on suggested Constitutional changes

<https://democracy.york.gov.uk/ieListDocuments.aspx?Clid=437&MId=14178&Ver=4>

13. Appointment of an Independent Member for Audit and Governance Committee and an Independent Person for Joint Standards Committee (Pages 325 - 344)

To receive a report recommending the appointment of an Independent Member for Audit and Governance Committee and an Independent Person for Joint Standards Committee.

14. Appointments and Changes to Membership (Pages 345 - 346)

To consider the appointments and changes to membership of committees and outside bodies set out on the list attached to this summons.

15. Urgent Business

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

Democracy Officer

Louise Cook

Contact details:

- Telephone – (01904) 551031
- Email louise.cook@york.gov.uk

For more information about any of the following please contact the Democracy 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**

Declarations of Interest – guidance for Members

- (1) Members must consider their interests, and act according to the following:

Type of Interest	You must
Disclosable Pecuniary Interests	Disclose the interest, not participate in the discussion or vote, and leave the meeting <u>unless</u> you have a dispensation.
Other Registrable Interests (Directly Related) OR Non-Registrable Interests (Directly Related)	Disclose the interest; speak on the item <u>only if</u> the public are also allowed to speak, but otherwise not participate in the discussion or vote, and leave the meeting <u>unless</u> you have a dispensation.
Other Registrable Interests (Affects) OR Non-Registrable Interests (Affects)	Disclose the interest; remain in the meeting, participate and vote <u>unless</u> the matter affects the financial interest or well-being: (a) to a greater extent than it affects the financial interest or well-being of a majority of inhabitants of the affected ward; and (b) a reasonable member of the public knowing all the facts would believe that it would affect your view of the wider public interest. In which case, speak on the item <u>only if</u> the public are also allowed to speak, but otherwise do not participate in the discussion or vote, and leave the meeting <u>unless</u> you have a dispensation.

- (2) Disclosable pecuniary interests relate to the Member concerned or their spouse/partner.
- (3) Members in arrears of Council Tax by more than two months must not vote in decisions on, or which might affect, budget calculations,

and must disclose at the meeting that this restriction applies to them. A failure to comply with these requirements is a criminal offence under section 106 of the Local Government Finance Act 1992.

City of York Council

Resolutions and proceedings of the Meeting of the City of York Council held in the Citadel, York on Thursday, 21 September 2023, starting at 6.30 pm.

Present: The Lord Mayor (Cllr Cullwick) in the Chair, and the following Councillors:

Acomb Ward	Bishopthorpe Ward
Lomas Rose	Nicholls
Clifton Ward	Copmanthorpe Ward
D Myers Wells	Steward
Dringhouses & Woodthorpe Ward	Fishergate Ward
Fenton Mason Widdowson	Whitcroft Wilson
Fulford and Heslington Ward	Guildhall Ward
Ravilious	Clarke Melly Merrett
Haxby & Wigginton Ward	Heworth Ward
Cuthbertson Hollyer Pearson	B Burton Douglas Webb
Heworth Without Ward	Holgate Ward
Ayre	Kent Steels-Walshaw K Taylor

Hull Road Ward

Baxter
Kelly
Pavlovic

Huntington and New Earswick
Ward

Cullwick
Orrell
Runciman

Micklegate Ward

J Burton
Crawshaw
Kilbane

Osbalwick and Derwent Ward

Rowley BEM
Warters

Rawcliffe and Clifton Without Ward

Waudby

Rural West York Ward

Hook
Knight

Strensall Ward

Fisher
Healey

Westfield Ward

Coles
Nelson
Waller

Wheldrake Ward

Vassie

The were no apologies for absence.

30. Declarations of Interest (6.37 pm)

Members were invited to declare at this point in the meeting any personal interests not included on the Register of Interests, any prejudicial interests or any disclosable pecuniary interests they might have in the business on the agenda.

Cllr Kilbane declared a personal and pecuniary interest in Motion (iii) at Agenda item 8, Get me Home Safely, as he had been involved in setting up bars in the city. He left the hall during consideration of that motion, and took no part in the debate or decision thereon.

Also on item 8, Cllr Melly noted, for the sake of transparency, in relation to Motion (ii) Green waste, that she had been appointed to the board of Yorwaste; she had been given special dispensation to take part in the vote. She also noted, in relation to Motion (iii), that she worked in the hospitality industry.

In relation to Item 6, Report of Executive Leader, Cllr Merrett noted, for transparency reasons that he was a member of various environment and transport groups that had an interest in the council plan.

31. Minutes (6.39 pm)

In relation to minute 20, Armed Forces Week, Cllr Rowley noted that he had erroneously referred to the Council Leader as the Armed Forces Advocate rather than the Armed Forces Champion.

In relation to minute 24, Cllr Ayre requested that the resolution be amended to make reference to Annex A, as referred to and discussed at the meeting, as follows:

“Resolved: That the budget amendment, at Annex A to the report of the Executive Member, be approved.”

Having taken the advice of the Monitoring Officer, it was

Resolved: That the minutes of the Special Council meeting and the Ordinary Council meeting held on 20 July 2023 be approved, subject to the amendments outlined above and then signed as a correct record in each case.

32. Civic Announcements (6.43 pm)

The Lord Mayor announced that he had recently met with the Chinese Ambassador and had plans to meet the German Ambassador in the near future. He had also met with representatives from the National University of Lviv, both via Zoom and in person, at the Mansion House.

The Lord Mayor noted that it was the seventieth anniversary of the twinning of York and Dijon. He had visited Dijon recently and received gifts of wine and mustard. Representatives from Dijon would take part in the upcoming York Food and Drink Festival.

The Lord Mayor also noted that he had welcomed Rabbi Dr Elisheva Salamo to the city at a meeting at the Mansion House.

Finally, the Lord Mayor highlighted the charity events taking place in October, including a Mad Alice Bloody Mansion House Tour and the Sheriff's Hallowe'en ball.

33. Public Participation (6.44 pm)

It was reported that three people had registered to speak at the meeting under the Council's Public Participation Scheme.

Phil Pinder, attended remotely and raised concerns regarding lost trade to businesses located on the Shambles, due to the closure of one of the entrance/exits. He requested that the closed areas were reopened at weekends to allow pedestrian access. [Due to the poor audio quality during the call, the Lord Mayor also read out his written statement.]

Gwen Swinburn spoke on governance issues as a matter relevant to the Council or city, raising concerns about the control of governance and requesting scrutiny of the Corporate Peer Challenge.

Steve Lily, of Claremont Terrace Residents Association, spoke on Agenda Item 8 (Motions) in relation to (i) Improving York's Air Quality. He spoke in support of the motion and especially welcomed the parallel development of the air quality action plan and local transport plan. He highlighted the impact of poor air quality on the residents of the Gillygate area and noted their willingness to respond to consultation.

34. Petitions (6.58 pm)

Under Rule B5 2, the following petition was presented for reference to the Customer and Corporate Services Scrutiny Management Committee, in accordance with the Council's petition arrangements:

- A petition presented by Cllr Hollyer, regarding opposing cuts to the ward committee budgets.

35. Report of Executive Leader, Questions, and Executive Recommendations (7.00 pm)

A written report was received from the Executive Leader, Cllr Douglas, on the work of the Executive.

Members were then invited to question the Leader on her report. Questions were received from the floor from the following Members in relation to the subjects listed, and replied to as indicated:

Council Finances

From Cllr Pearson: Can the Leader please confirm whether or not every primary school child in York will be receiving a free school meal by the end of this council term?

Response: We are absolutely committed to doing that and we will do it over a period of time within our financial responsibilities. We are bringing together the city institutions, large employers, faith groups, media partners, who are all very keen to run a city wide campaign that will actually deliver on this. I would ideally hope that we'll be able to give every primary school child in York, by the end of the term, a free school meal but I will not commit to spending money that we haven't got, it's a long term project.

Supplementary from Cllr Pearson: Shall I just take that as a no then?

Response: We are working towards it.

From Cllr Hollyer: At a Full Council meeting before the election, Cllr Kilbane stated that all the funding for preschool meals was in place with a specific source of funding identified, what happened to that money?

Response: Cllr Kilbane did not say it was fully funded. What he said was that we have some partners who've committed to giving

us some funding for it, and we still have those. Those people are part of our steering group.

Supplementary from Cllr Mason: Is there any concern about relying on fundraising as a long-term source to make this sustainable?

Response: We are going to have an ongoing fundraising campaign that doesn't just commit to fundraising free school meals, it's going to be a York fund that will allow us to deliver other projects as well. We don't actually have the money within the local authority to do this on our own anymore, and we are relying on the good will of our city to support us to reach our ambitions.

From Cllr Warters: The Leaders report discusses the council finances. Why are we paying to hire this room tonight, how much is this costing? How was the renovation of the Guildhall allowed to balloon from £1m to £25.5m under the last administration?

Response: It's costing us £1200. We are looking for a fully accessible venue and the Guildhall simply isn't one at this point of time because blue badge holders can't get close to the Guildhall at the right time or stay parked close to the Guildhall for more than 3 hours. When we review city centre access we will be able to go back to the Guildhall, and it won't cost us anything. We will be reviewing all the capital projects to make sure they are on target and they are delivering on the priorities of the city.

Supplementary from Cllr Rowley: Regarding hiring of venues, has a feasibility study being done on the council chamber as to the cost to make that space fit for purpose, and if so, whether the costings would mean that over the four years we would save?

Response: I don't believe that we fully understand the cost of renovating the chamber. It is a very precious resource but it does need to be made accessible for everybody before we can move back in there. We would dearly love to be able to do that but this gets harder as our budgets are stretched further. We will let you know once we have had the opportunity.

From Cllr Rose: Can you explain the difference between spending out of one-off reserves versus not spending out of one-off reserves within a balanced budget.

Response: If we don't set sensible budgets then every year we have an overspend that has to be filled within year or it's paid for from one-off payments. Those one off payments, to balance the budget, have been doubling every year for the past three years, so now of course we are getting worried. We took £5m from reserves last year to put into balancing the budget, if it doubles again that's

£10m, we're in trouble. We need to take this seriously and this is why I've asked to sit down and speak to Councillor Ayre.

B – Executive Recommendations

Cllr Douglas moved, and Cllr Kilbane seconded, the following recommendations contained in Minute 24 and Minute 28 of the Executive meeting held on 14 September 2023:

Minute 30: Approval of the Council Plan 2023 - 2027

Recommended:

- (i) That Council consider the Council Plan for final approval on 21 September 2023.¹

Reason: The Council Plan guide the council's priorities, providing a framework for financial and performance management, including dealing with competing demands and defining a programme to ensure best-value for residents.

Minute 31: Capital Programme Monitor 1 2023/24

Recommended:

- (i) That Council make the appropriate adjustments to the Capital Programme resulting in a decrease in the 2023/24 budget of £135.903m, as detailed in the report and contained in the Abbreviated Monitor 1 Annex.²

Reason: To enable the effective management and monitoring of the Council's capital programme.

On being put to the vote, all of the recommendations were declared CARRIED, and it was

Resolved: That the above recommendations be approved. ^{1,2}

36. Report of Deputy Leader and Questions (7.40 pm)

A written report was received from the Deputy Leader, Cllr Kilbane.

Members were then invited to question the Deputy Leader on his report. Questions were received from the floor from the following Members, and replied to as indicated:

From Cllr Widdowson: You say you are cutting £50k from gritting footpaths and cycle paths, could you please let me know what that impact will be?

Response: This is not a question about my report, if you would like to put those questions to me in writing I will give you an answer.

Supplementary from Cllr Ayre: Can you not articulate now what you think the impact will be in winter.

Response: With all due respect it is not within my report, send me the question and I'll respond.

From Cllr Nelson: At the last Full Council meeting you indicated that you intended to drop the report of the Deputy Leader from the agenda, why are we still receiving a report to Full Council?

Response: Okay, fair enough

Supplementary from Cllr Steward: The Conservative Group supported the removal of the Deputy Leaders report. How many requests has the Deputy Leader had regarding his report, how many have wanted to see it?

Response: It is here because the previous administration was a coalition. It was to satisfy the then Deputy Leader that belonged to a different party. The Leader of the opposition party refused to cooperate and is now insisting that this matter goes to full A&G.

From Cllr Healey: Could the Executive Member explain how he calculated the £50m-£60m shortfall in paragraph 3 of his report?

Response: That figure is calculated on as if the money that we receive in from central government had continued to keep pace with inflation, and we calculate that's been in the £30m-£40m area. Then when you focus in the additional pressures that come from an aging population to more complex needs for children and care etc the uplift that we would need to cope with gets you to around the £50m-£60m mark. The reality for the city is that we are trying to run a city £50m-£60m short of where we need to be.

From Cllr Rowley: As you continue to work towards devolution, will you give a commitment that the rural bus service will be maintained, and would you please try, where possible, to include ward councillors in terms of your wider consultation?

Response: Devolution will offer a great opportunity for those services because the Mayor, from next May, will have

responsibility for those bus networks. We are trying to make sure that we get more from the bus companies.

[An adjournment took place between 7.54 pm and 8.11pm]

37. Motions on Notice (8.11 pm)

(i) Improving York's Air Quality

Moved by Cllr Kent, seconded by Cllr Ravilious

"Council notes:

- recent scientific research backing the World Health Organization (WHO's) updated 2021 Global Air Quality Guidelines on air quality;
- the research on particulate matter (PM2.5 and PM10), ozone, nitrogen dioxide (NO2), sulphur dioxide and carbon monoxide making clear the overwhelming body of evidence accumulated over the past two decades demonstrates the damaging health effects of air pollution at every level of exposure, affecting nearly all organ systems of the human body; and the importance of implementing measures to reduce average exposures of all people to maximise health benefits.
- the UK government's recently published new air quality strategy for England <https://www.gov.uk/government/publications/the-air-quality-strategy-for-england>, laying out a strategic framework for local authorities and other partners, and setting out their powers, responsibilities, and the further actions the government expects them to take;
- air quality is considered by the UK Government to be "the largest environmental risk to public health in the UK" "with children, the elderly and the already vulnerable most affected"; Public Health England (2019) estimated there are 28-36,000 premature deaths a year in the UK attributable to human made air pollution (pro-rata for York circa 85 -130 deaths a year):

- poor air quality also has consequences for crop yields and, particularly in the case of ammonia and oxides of nitrogen (NOx), significant impacts for the natural environment and biodiversity;
- the UK Government's new air quality targets for England as much less stringent than the WHO's health-based targets;
- Research published in 2022 that demonstrates the WHO interim target for air quality could be achieved across most of the UK by 2030 (<https://www.imperial.ac.uk/school-public-health/environmental-research-group/research/modelling/pathway-to-who/>).
- local authorities' duties around air quality and work in recent years including the very welcome 'Air Map' in York showing street exposure to 5 different pollutants with effects across the city (see <https://yorkairmap.org/>);

York's last 5 year Air Quality Action Plan (AQAP3) expired in December 2020 and Council believes it now needs to fulfil its statutory duty to adopt a new AQAP given on-going health-damaging exceedances of the UK annual NO₂ limits in parts of the city centre, largely relating to high traffic levels on main roads and the effects of building enclosure, notably in Gillygate.

This Council resolves to request Executive:

- urgently completes and consults on a draft Air Quality Action Plan 4 in parallel with the emerging draft Local Transport Plan 4, taking into account the Council's Climate Change and Health and Well-being strategies given the significant inter-relationships for some key pollutants;
- includes within this work the WHO principle of progressively reducing average exposures to air pollution in York and to set its own interim WHO-based targets for pollutants within the authority's influence, such as PM₁₀ and NO₂.
- ensures York prioritises actions that will end exceedances of the current English statutory air quality targets as soon as possible within the AQAP 4 period;

- Works together with York and North Yorkshire Combined Authority and other counterparts to address regional sources of air pollution.

and Council resolves in writing, with copies to York's MPs, to call for the Government to:

- adopt site-specific targets with the aim of improving air quality in vulnerable locations such as schools, hospitals, care homes, sites of special scientific interest and similar other ecologically vulnerable sites;
- address the shortcomings of the National Planning Policy Framework and Building regulations with respect to air pollution from buildings including construction projects, gas boilers, solid fuel fires and stoves, from poor ventilation of buildings and from the impact on air quality of transport emissions associated with new developments and from agricultural practices;
- address the shortcomings in other legislation with regard to household furnishing, cleaning and other products used in residential and workplace settings which can adversely affect indoor air quality.”

The motion was then put to the vote and was declared CARRIED, and it was

Resolved: That the above motion be approved.¹

(ii) Green Waste Collection

Moved by Cllr Widdowson, seconded by Cllr Waller.

“Council notes that:

- The Executive intends to explore the potential for generating income through charging for all green waste collection, with the suggestion of a charge of £43.50 per household per year
- Such a charge would in effect represent a 2.5% increase in council tax for Band C household
- It is estimated by officers that between 45% and 75% of households will give up their green bin rather than pay a charge for collection

- In the York Labour 2023 local election manifesto there was no mention of exploring the introduction of charging for all green waste collection
- When Labour were last in power in York (2011 to 2015) there were plans to introduce charging for all green waste collection, but following Labour's defeat in the 2015 council elections, these plans were reversed through the July 2015 emergency budget implemented by the Conservative / Liberal Democrat administration

Council believes that:

- At a time when many households are struggling with the cost of living crisis, the imposition of a regressive tax on green waste collection would be inappropriate
- The imposition of charging would be at odds with the council's plans to tackle climate change – for example there would be a likely increase in green waste being burnt, or being flytipped, or being transported across the city in private vehicles to household waste disposal sites, all of which would have adverse environmental consequences
- No thought appears to have been given to the impacts of a significant reduction in the amount of separated green waste being collected and more of it being disposed of through the general waste stream

Council resolves that:

- The Executive is to instruct officers to immediately cease any work on exploring the potential for generating income through charging for all green waste collection."

On being put to the vote, the motion was declared LOST, and it was

Resolved: That the above motion be not approved.²

(iii) Get Me Home Safely

Moved by Cllr Myers, seconded by Cllr Baxter.

Before moving his motion, Councillor Myers sought Council's consent to alter his motion to incorporate the amendment from Councillor Fenton, as follows:

In the third paragraph, under 'Council resolves', insert the following in the 7th bullet point, after 'buses' and before 'in' 'to be actively considered and lessons learned from the experience of other cities and regions, including the bus franchising systems being pursued by Labour Metro Mayors in West Yorkshire, Liverpool City Region and Greater Manchester'.

Council having granted its consent, the motion was put as altered:

"Council notes:

- shift work is widespread in many industries, particularly hospitality, as well as health and care workers, retail, cleaning, security and porter staff and can often entail late-night working;
- many workers, especially women, are increasingly worried about their safety travelling to and from work at night.

Council believes that:

- while employers may feel their duty of care to staff ends when an employee finishes a shift, they also need to take into consideration journeys home, especially during unsocial hours;
- the weakness of enforcement of the law against sexual assault, including up-skirting, on public transport is appalling with only 2% of victims going on to report sexual harassment;
- Unite the union's 'Get Me Home Safely' campaign, which calls on employers to take all reasonable steps to ensure workers are able to get home safely from work at night, is greatly needed and should be supported;
- Greater numbers of trained staff and stronger enforcement of the law against sexual assault and harassment on public transport are urgently needed.

Council resolves to:

- Fully support Unite's "Get me Home Safely" campaign;
- Request that through the Purple Flag Working Group, officers work with partners to help implement the aims of this campaign;

- Ask the Licensing Committee to undertake policy consultation work on encouraging licence holders to offer free transport to workers for getting home safely after 11pm, with a view to this recommendation being added under 'Night-time safety' provisions when the Statement of Licensing Policy is next reviewed;
- Support the introduction of legal requirements for training transport workers on preventing gender-based violence, sexual assault and harassment on public transport and private hire vehicles;
- Publicly call for improvement to late night and off-peak transport service provision to provide extra night services, as well as work with employers to discuss funding for supplementary taxi travel;
- Publicly call for the lowering of bus fares and opposition to any cuts to public transport funding and write to our two Members of Parliament to outline the Council's support for the Get Me Home Safely campaign and ask them to use their positions to achieve these aims and resolutions;
- Publicly call for the municipal ownership of buses to be actively considered and lessons learned from the experience of other cities and regions, including the bus franchising systems being pursued by Labour Metro Mayors in West Yorkshire, Liverpool City Region and Greater Manchester, in order to lower prices and improve service provision, especially for night-time and off-peak services;
- Make representation to appropriate sub-regional and national government to bring forward national minimum standards for taxis and private hire, as per the recommendations of the 2018 national Task and Finish Group, and in support of this motion and its demands on behalf of our local community."

On being put to the vote, the altered motion was then declared CARRIED, and it was

Resolved: That the above motion, as altered, be approved.³

(iv) Supporting people living with epilepsy

Moved by Cllr Fenton, seconded by Cllr Runciman

"Council notes that:

- Research carried out by the Office for National Statistics shows that just over a third (34%) of people who identified epilepsy as their “main” health condition are in employment and that the only people that have a lower employment rate are those people who have “mental illness or other nervous disorders” (29%) and “severe or specific learning difficulties” (18%)
- By comparison, the overall rate of employment in the UK is around 76%. This means that just over three quarters of working age people have a job and people with epilepsy are more than twice as likely to be out of work than the national average
- Research carried out by the Trades Union Congress shows that people with epilepsy in work are paid on average 11.8% less than non-disabled workers
- Epilepsy Action is campaigning to change attitudes of employers and improve the employment support available to people with epilepsy

Council believes that:

- The low rate of employment for people with epilepsy is very concerning, given that there are very few jobs someone with epilepsy cannot do
- No one living with epilepsy should be discriminated against in hiring processes and in employment
- Increased knowledge about epilepsy can make a huge difference to people with the condition, and their ability to find and stay in work
- By taking simple steps to help support people with epilepsy, employers can help to create a more inclusive workplace

Council resolves to:

- Request that the Executive Members in whose portfolios Economy and Inclusion sit to use all available opportunities to engage with groups such as the Federation of Small Businesses, Chambers of Commerce, York BID, Hospitality Association York and the York High Street Forum to raise awareness with employers about what more they can do to support people living with epilepsy in work
- Request that the Executive Member for Finance, Performance, Major Projects, Human Rights, Equality and

Inclusion ensures that City of York Council is doing all that it can to be an employer that supports current and potential future staff who live with epilepsy.”

On being put to the vote, the motion was declared CARRIED, and it was

Resolved: That the above motion be approved.⁴

38. Questions to the Leader or Executive Members (9.08 pm)

Members were invited to question the Leader or Executive Members. Questions were received from the floor from the following Members, and replied to as indicated:

Question to Cllr Webb, Executive Member for Children, Young People and Education

From Cllr Nelson: How did the decision come to be that Westfield Primary School would be the first school to pilot free school meals, what was taken into account in that decision?

Response: Westfield Primary School is one of York’s largest primary schools and we want to tackle this issue head on. In this pilot we need to stress test certain things and starting with a large primary school is a good idea. We tasked officers to look at various primary schools in York to identify a primary school that serves the greatest need in our city. In terms of a primary school that serves vulnerable young people, Westfield was an obvious candidate.

Questions to Cllr Pavlovic, Executive Member for Housing, Planning and Safer Communities

From Cllr Orrell: On 14 June finance officers were asked for details of ward schemes to which funding was allocated and not spent. This request was repeated in July and is now subject to an out of time Freedom of Information (FOI) request. Can Cllr Pavlovic clarify what is happening and when we can expect this information?

Response: I can’t respond regarding when the FOI will be responded to as that’s not my area. In respect of the substantive issue, write to me again and I will get an answer. My understanding is, and we can clarify this with the Statutory 151 Officer, that all schemes that were approved and signed off by officers in the last financial year will be honoured.

Response from the Statutory 151 Officer: I haven't a detailed list of schemes in front of me but my understanding is that those schemes that were agreed by officers to progress would be honoured.

Supplementary from Cllr Orrell: Can the Executive Member find out when the vehicular activated signs (VAS) will be installed on North Lane, Huntington?

Response: I will certainly find out when it's going to be installed.

From Cllr Melly: What is the Executive Member doing about the increasing problem in the Guildhall Ward with tenants legal rights in the private rental sector that aren't always upheld. People are being given large renting freezes without the proper legal processes being followed. There are many unlicensed Houses in Multiple Occupancy (HMOs), and many people are finding that essential repairs aren't being made and basic housing standards aren't being met.

Response: I had my second Decision Session yesterday and at that meeting we agreed to support Justice for Tenants, which is an organisation that the council will work with to support tenants that are living in HMOs that are either unlicensed or that have poor conditions. We hope it will encourage those unlicensed HMO's to come forward. We believe there could be up to 800 unlicensed HMOs that have not come forward since additional licensing was introduced in April 2023.

Supplementary from Cllr Warters: Have you any update as to the progress of the review of the HMO Supplementary Planning Document (SPD)?

Response: Hopefully the Local Plan will be responded to by the Inspectors in time for November Full Council, and then the SPD's will be following shortly thereafter. I did speak to the Strategic Planning Team about the HMO SPD and it is progressing.

Question to Cllr Coles, Executive Member for Health, Wellbeing and Adult Social Care

From Cllr Smalley: Please confirm that all York's public swimming pools will remain open and won't see any cuts during the length of your administration.

Response: I have had a number of conversations about leisure and cultural activities across the city, including swimming pools, and everything is incredibly valued across the city. However, the budgetary situation is that we have a £10m in year shortfall. There has been no decisions made about anything to do with swimming

pools. I will happily provide you with more information about the pools in the city.

Supplementary from Cllr Warters: Can you elaborate on how much improvement they could be to the city's swimming pools with an extra £900k a year, that is currently going to service the loan on the Guildhall.

Response: That £900k would be extremely welcomed in any of our huge areas of challenge in our budget setting for next year but as it is, we don't have it.

From Cllr Whitcroft: What work is being undertaken to address the health inequalities across the city?

Response: Health inequalities is at the heart of everything we are trying to do along with environment, affordability, and human rights. Smoking is one of the biggest drivers of health inequalities and I'd like to pay tribute to our Health Trainers who have been out every day to support residents/officers to stop smoking. Local Area Co-Ordinators are also doing some really positive work to reduce health inequalities, and the Council Plan has a core principle around health. We are committed to doing as much as we can as an administration to reduce health inequalities across the city.

39. **Report of Executive Member (9.25 pm)**

A written report was received from Cllr Webb, the Executive Member for Children, Young People & Education.

Members were then invited to question the Executive Member on his report. Questions were received from the floor from the following Members in relation to the subjects listed, and replied to as indicated

Free School Meals

From Cllr Fisher: What metrics will you use to decide whether the breakfast club is superior to lunches or vice-versa?

Response: We are looking at this as a pilot project. If we rolled it out all at once it would be a big change in a very short space of time. The pilot project gives us an opportunity to test different things out. Headteachers have been in touch to say a breakfast offer might be a better way, and I will take this advice on board. We have been working with the University of York to see how they could help us implement and monitor this. We will listen to feedback received, and work with partners to achieve improvement outcomes for young people.

Supplementary from Cllr Cuthbertson: Will you be able to reach your target in the period you have set given that Early Talk for York took around 3.5 years to roll out across the city.

Response: In terms of research, people have been working on free school meals across Europe for a long time. There have been organisations in London that have been doing this for 10 years. I've spoken to councils in Blackpool and I have been working with the University of York and Sheffield Council on auto enrolment, and we have looked at different aspects of the research that is available. We are not rushing into it, and we are committed to mobilizing the city to deliver on free school meals. This is something I hope we can work together on over a period of time.

Supplementary from Cllr Crawshaw: Do you think the task of galvanising the city to support the laudable aims of this project would be made easier if members of the Liberal Democratic group were actually actively out there in the city speaking to people they know to make this a more deliverable project?

Response: The opposition have the right and a duty to scrutinize policies that we produce but I do struggle with the constant attack on why haven't you done it straight away. We want to implement this properly and we want the process to work and stick. If you know people we could work with on this project we would welcome the conversations. Let's try to work together on this to do everything we can to support the most vulnerable.

40. Scrutiny - Report of the Chair of the Corporate Services, Climate Change and Scrutiny Management Committee (9.37 pm)

A written report was received from Cllr Fenton, Chair of the Corporate Services, Climate Change and Scrutiny Management Committee, on the work of the committee.

41. Hessay Parish Council - Use of Reserve Powers of Principal Council (9.38 pm)

Council considered the appointment of Councillors Anne Hook and Emilie Knight to Hessay Parish Council under powers conferred by S91 of the Local Government Act 1972 in order that the Parish Council becomes quorate and can continue to function.

The following recommendation contained in the report was moved and seconded and on being put to the vote, the recommendation was declared CARRIED, and it was:

Resolved:

- (i) That Councillors Anne Hook and Emilie Knight be appointed to Hessay Parish Council;
- (ii) That authority be delegated to the Director of Governance to submit copies of the order made to the Secretary of State as required by the legislation.

Reason: To bring Hessay Parish Council up to quorum so that it can continue to function.

42. Appointments and Changes to Membership (9.39 pm)

Resolved: That the appointments and changes to memberships of Committees, Working Groups and Outside Bodies, as set out on page 75 of the agenda pack, be approved, subject to including the following additions/changes:

- That Councillor Douglas, as Council Leader, be appointed to the York Health and Care Partnership.
- That Cllr Rowley replaces Cllr Steward, as the Conservative representative, on the Local Transport Plan Steering Group.

Cllr Cullwick

LORD MAYOR OF YORK

[The meeting started at 6.30 pm and concluded at 9.42 pm]

Leader of the Council Report to Full Council, 23rd November 2023**Our City, Our Community and Our Region**

The period since our last Full Council meeting in September has seen an amazing array of successes, challenging times and celebrations for communities across our wonderful city of York and our broader region of York and North Yorkshire. I have spent time with our communities in need of support and compassion, communities remembering those who gave their lives in service for our country, sports teams, new innovation centres at the University of York and York St. John's University and our community heroes. It's important that our city leaders participate in the good times, the not so good and the commemorative. York has a long and proud history and continues to look to an optimistic and bright future. Working together, supporting those in need and offering sanctuary and understanding.

I was honoured to be asked to attend the York Interfaith Group 'Prayers for Peace' meeting in mid-October along with Cllr. Lomas and The Lord Mayor. Faith groups coming together from across our great city to show each other that in times of adversity, great hurt and wounding we can support, understand, and appreciate each other. I quote from their collective statement 'Following the recent events in Gaza and Israel leading to the horrific loss of many lives, young and old, the religious leaders of York Interfaith Group stand in solidarity for peace and calm based on its longstanding values of mutual understanding, respect and dialogue. Our prayers are for all communities in Gaza, Israel and York as we are united in our actions for hope, harmony and peace.' Our city comes together at times of need, and I continue to work with our communities to make sure that the council is responding in ways to enable this to continue into the future.

We remembered those who have given their lives in conflicts across the centuries and across the world at remembrance events held in York on Sunday 12th November. I continue to be in awe of our Normandy veterans, their fortitude and drive to keep contributing to our communities. I was also very honoured to meet some of our youngest service personnel on a visit to The Royal Signals at Imphal Barracks with Cllrs Whitcroft and Ravilious. A tremendous insight into the opportunities, dedication and challenges our current service personnel and families face during their service when living, working and studying in York.

Our Council continues to work with the Royal British Legion and the Reserve Forces and Cadets Association to make sure York is a city where serving personnel, veterans and reservists are treated with fairness and respect in public and commercial services.

I'm very proud to say that I've now met the players of York's most successful sports team of all time on a number of occasions. York Valkyrie beat Leeds Rhinos to take the Women's Rugby League Super League title in October. It is I'm sure a great source of pride for all of us that York is now home to the first professional contracts for women playing Rugby League in the country. They are a fantastic team and show an amazing cohesive, winning team spirit. A heartfelt thank you to all the management, support staff and sponsors that have made this possible.

Another great source of pride was to attend the York Press Community Pride Awards and present the Public Sector Hero award to Emma Greenall, for her role as Vulnerable Persons Resettlement Support Worker at City of York Council. Cllr Kilbane and I attended along with CYC staff members who had been nominated by their managers and colleagues for their excellent contributions to our organisation. I'd like to thank them all for their service and commitment to York.

I spoke at events across the city and region including the launch of Hull York Medical School's, The Skin Research Centre, York and North Yorkshire Business Summit 2023, MySight York's Annual Meeting, a Ministerial Board focussed on regeneration with the Department for Levelling Up, Housing and Communities (DLUHC).

It was also a joy to welcome our Dijon twinning partners from both the city's civic and political offices alongside the Lord Mayor. A tremendously interesting and thought-provoking opportunity for discussions around the similarities, opportunities and challenges our communities face. The Dijon party enjoyed visiting the York Minster, University of York Institute for Safe Autonomy, and the York Food Festival. I look forward to getting to know our partners from Dijon in more detail and learning more from them about how their city is currently tackling the challenges of local energy production and food security with groundbreaking technology, systems and community action.

Partners and City Leaders Council Plan Launch

In early November it was wonderful to see approximately 60 of our city partners from sectors including business, city development, housing, civic society, the voluntary sector, health, culture and the arts and education come together to participate in the launch of the Council Plan 2024-27. An opportunity for our city to see in action the new administrations priorities and the Council's focus areas for the coming four years. Our priorities are summed up under the acronym EACH which stands for Equalities, Affordability, Climate and Health. The response was tremendously positive and collaborative. An understanding that our plan is ambitious, reflects the priorities of the people of York and will be best delivered in true partnership.

Valuing the skills, expertise and resources we can all bring together for the long-term benefit of our city. I look forward to this open and welcoming partnership approach bearing fruit over the coming months. In the meantime, it has been great to see the efforts of the council's officers and Executive Members bring forward accelerating progress on initiatives and decisions to set up the York Fund, the first step to vastly improving Blue Badge holder access to the city centre. Decisions on the Free School Meals Pilot programme at Westfield Primary School and Burton Green and bringing forward 100% truly affordable housing on Council owned land at the Ordnance Lane, Willow House, Woolnough House and 68 Centre sites are imminent. All of this is made possible through partnerships across our city. Working with the vast source of expertise and good will we are fortunate to find in York and regionally in North Yorkshire.

The Place at Paul Sanderson House in Chapelfields

I'm very glad to be able to confirm that The Place at Sanderson House on Bramham Road has now opened. It provides a new and improved location for the community groups that were running from the site alongside The Place, a venue, right in the heart of the Chapelfields, that provides support, fun and respite for the residents of Westfield. The main focus of the venue and the partnership is to provide a safe space for children and young people to learn and grow, and for adults to connect and access support.

I'd like to thank the University of York, Chapelfields Residents Association, York High, Westfield Community Primary School and the officers of City of York Council for working so closely and collaboratively together to make this happen. I encourage you all to find out more about The Place as its programme of events and services develops. This is a very positive development for the children, young people and adults who live alongside them in Chapelfields and I look forward to seeing how it goes over the coming period of time.

Devolution and the creation of the York and North Yorkshire Combined Authority

Progress towards the creation of the York and North Yorkshire Combined Authority continues to move positively forward. The constituent authorities, City of York Council (CYC) and North Yorkshire Council, officers and lead members, have been working hard to ensure the process progresses through Parliament at pace. Both authorities are working together to ensure the best benefit from the Combined Authority can be realised by both York and North Yorkshire. We were finally given notice by the Minister for Levelling Up that the Order, the legal document required to be approved by Parliament, was laid in the Houses on 7th November 2023. This means the Order can be approved before the Christmas recess on 19th December 2023 and will, if all proceeds to plan, allow the creation of the Combined Authority in January 2024 and the election of the Mayor for York and North Yorkshire on 2nd May 2024.

Our primary aim is to develop a combined Economic Framework, the Constitution to govern it and a pipeline of projects ready for presentation to the Mayor upon election, so that our region is ready to start projects that will quickly bring visible positive benefits to our residents. On 23rd October projects to deliver on our Net Zero and climate agenda were approved and are ready to go upon the creation of the Combined Authority. For York this provides £3.3 Million of investment including £343,500 in revenue funding for the business case development of Elvington Lane Solar Photo Voltaics, Harewood Whin Green Energy Park and North Wigginton Onshore Wind Project Development.

Also £2.96 Million in capital funding for the delivery of The Electric Cow Project at Askham Bryan College, Renewable Heating System Upgrade at Alex Lyon House in Tang Hall, Heat Pump Communal Heating Upgrade at Honeysuckle House in Dringhouses, York Street Lighting LED Conversion and Commercial Buildings LED Lighting Renewal

Project. This funding is critical in allowing our city to move towards our Net Zero goals and reduce our collective carbon usage leading to a cleaner, greener future for our residents and tenants. As soon as the Combined Authority is created CYC will be able to get on and start delivering on these projects. I look forward to being able to announce further good news to you before Christmas bringing funding for Brownfield Housing Development Sites in York from the Combined Authority.

As we have all acknowledged along this path towards devolution for our region, with Local Authority budgets continuing to be heavily squeezed and focussed on delivering Statutory Services, large scale economic, regeneration, net zero and strategic housing projects will rely upon our ability as a Local Authority to work effectively within the Combined Authority and secure funding for our city. The future is optimistic in this respect, and I look forward to being able to bring you further good news.

York Central Update

The delivery of the infrastructure necessary for the York Central development continues to change the landscape of the tear drop site between York Train Station and Water End. At the time of writing, our key landowner partners are awaiting the imminent announcement of the result of the procurement process for the Master Developer for the site. I hope to be able to bring you further news at our Full Council meeting on 23rd November. This is a crucial time for the project. As soon as the Master Developer is announced partners across York will be engaging with them to make sure they are fully versed in the hopes, wants and aspirations we all have for the site and its effective integration into the structure of our existing city. Strong political leadership and a clear, achievable vision is essential from me and my administration at this time. York Central needs to work for the people, business and organisations that will call it home. Our vision of a thriving community, substantial affordable, sustainable housing for York people, a breathing lung with ample green space and biodiversity, clean air and good quality jobs for all is crucial.

Council Finances and External Funding

My administration continues to work hard with Council officers to produce a budget for CYC for 2024-25 that is balanced, delivers essential statutory services such as Adult Social Care and Children's

Services in a responsive, caring, effective manner and recognises that in order to do this some other services the Council currently delivers will be forced to rationalise. This is a challenging but necessary process. A process no administration comes into power for. While our revenue budget continues to diminish in its spending power due to the pressures of increasing demand on services, inflation and complexity of need, we are fortunate in York that we have the opportunities brought to us through devolution and the Combined Authority and our broad, committed and innovative partners across the city willing to work with us to deliver the ambitious projects our residents, businesses and organisations want to see, that our Council Plan outlines. Through December and January businesses, the voluntary sector, residents and other partners will have the opportunity to hear how CYC is going to approach our budget. I encourage everyone, including all members in this chamber, to participate in this process and offer input where you possibly can.

York Poverty Truth Commission Update

I have been participating in the York Poverty Truth Commission as a Civic Commissioner and alongside a tremendously inspiring and insightful group of Community Commissioners since I became Leader of CYC in May 2023. The Community Commissioners have given a vast amount of time, energy and thought to the process. Telling us, Civic Commissioners, about their experiences of living in poverty in York and where they feel our organisations can improve to bring humanity, empathy and kindness to the way they all deal with the people who use their services. The Commission is still working together on a monthly basis to refine and decide where the focus of its actions will be. We will be working together until the spring of 2024 on this process. I would like to thank everyone I have met and worked with through the Commission. It's an invaluable learning process for us all and can only lead to our city being more responsive and compassionate to the people in our communities who need it most.

Meeting	Executive
Date	12 October 2023
Present	Councillors Douglas (Chair), Kilbane (Vice-Chair), Coles, Lomas, Pavlovic, Ravilious and Webb
Apologies	Councillor Kent (job shares with Councillor Ravilious)
Officers in Attendance	<p>Ian Floyd – Chief Operating Officer Bryn Roberts – Director of Governance James Gilchrist - Director of Transport, Environment and Planning Julian Ridge - Sustainable Transport Manager Neil Ferris – Director of Place Kathryn Daly - Head of City Development Katie Peeke-Vout - City Development Programme Manager Pauline Stuchfield - Director of Customers & Communities Maxine Squire - Assistant Director, Education & Skills Danielle Johnson - Director Children's Services Safeguarding Guy Hanson - Design & Sustainability Manager Jamaila Hussain - Corporate Director of Adults and Integration Edward Njuguna - Commissioning Manager Judith Culleton - Commissioning Manager</p>

PART B - MATTERS REFERRED TO COUNCIL

46. Youth Justice Plan (19:56)

The Director Children's Services Safeguarding introduced the report and outlined that the Council had a statutory duty to agree a Youth Justice Plan. Members agreed to the plan welcoming the plans to focus on early intervention and preventing reoffending.

Recommended:

- i. That Council fully adopts the Youth Justice Plan.

Reason: To secure the Youth Justice Board funding for the financial year.

Cllr Douglas, Chair

[The meeting started at 5.34 pm and finished at 8.26 pm].

[Full Council should refer to the attached report and annexes considered by Executive on 12 October 2023]



Meeting:	Executive
Meeting date:	12/10/2023
Report of:	York Youth Justice Service
Portfolio of:	Children's Services

Decision Report: Consideration of York Youth Justice Service Plan

Subject of the report:

This report regarding the Youth Justice Plan is brought before Members for consideration and to seek approval. Guidance for the plan is as follows:

1. Local authorities have a statutory duty to submit an annual Youth Justice Plan relating to their provision of Youth Justice Services. Section 40 of the Crime and Disorder Act 1998 sets out the Youth Justice partnership's responsibilities in producing a plan. It states that it is the duty of each Local Authority, after consultation with their partner agencies, to formulate and implement an annual Youth Justice Plan. The Plan should set out how Youth Justice Services in their area are to be provided and funded, how they will operate, and what functions will be carried out.
2. The plan addresses the functions assigned to the Youth Justice Service and outlines how the service aims to prevent offending behaviour and reduce reoffending.
3. The plan is required to outline how the service takes a strengths-based approach towards delivering a Child First justice system, as outlined by the Youth Justice Board.
4. Annual Youth Justice Plans are an opportunity to review performance and developments over a single year period and plan for the next year. This allows services to be able to respond to any changes that have taken place in the previous year, including new legislation, demographic changes, delivery of key performance

indicators, and developments in service delivery. The planning and production of a Youth Justice Plan is beneficial to partnership working and service delivery to ensure the best outcomes for children.

5. council in accordance with Regulation 4 of the 'Local Authorities (Functions and Responsibilities) (England) Regulations 2000'.
6. There are not any foreseeable issues with submission of this plan once it has been agreed. The Youth Justice Service require agreement at the soonest opportunity to ensure the Youth Justice Board can publicise the plan for York.

Benefits and Challenges

7. The Youth Justice Service cannot see any key risks with agreement of the plan. The service is required to compile a plan yearly, in line with the specific guidance set out by the Youth Justice Board. The plan has met these requirements. The benefits of agreeing the plan endorses the partnership vision, activity and allows the service to move forward with submission to the Youth Justice Board. The plan is a requirement of the Youth Justice Board annual grant to the service.

Policy Basis for Decision

8. The plan is set out in a format that ensures compliance with the Council Plan, strategies and executive policies as highlighted in Section 1 – City of York Council Vision. When considering the administrations manifesto pledges, it considers affordability as all financial implications are included in Section 15 Appendix 2. Section 11 highlights equalities and human rights and health is a strand that runs throughout the plan.

Financial Strategy Implications

Agency	Staffing Costs	Payments in kind	Other delegated funds	Total
Youth Justice Board	216,721		75,570	292,291
Local Authority	176,192	41,563	61,438	279,193
Police		48,277		48,277
Police and Crime Commissioner	66,982		23,356	90,338
Probation	3,707	17,171	1,293	22,171
Health	26,940	47,865	9,394	84,199
Welsh Government				0
Other		3,333		3,333
Total	490,542	158,209	171,051	819,802

9. The budget costs and contributions are shown for 2023, the funding for 2023/2024 has increased by 4.5% from the Youth Justice Board and now equates to £305,444.

Recommendation and Reasons

10. The Youth Justice Service recommend that this plan is accepted so we may progress to have full agreement by the Local Authority and secure the Youth Justice Board funding for the financial year.

Background

11. The report has been brought to the meeting today for agreement to the Youth Justice Plan. The Youth Justice Board request a plan from all Youth Justice Services on an annual basis. The plan has previously been signed off at YJS Management Board level, who have had sight of the content and it has been amended at their request. The Management Board agree that the plan is fit for purpose and represents the work of the Youth Justice Service, who are accountable to the Management Board.

Consultation Analysis

12. The Youth Justice Service plan has been before the Youth Justice Service Management Board and members of the board have given input to the plan. The Youth Justice Service Management Board have agreed the plan.

Options Analysis and Evidential Basis

13. The Youth Justice Plan may be signed off by members, or amendments made if requested.

Organisational Impact and Implications

14.
 - **Financial** – There is no financial impact of the plan itself. The Youth Justice Service is a partnership arrangement and the financial contributions are agreed and monitored by the Youth Justice Management Board. These are set out in section 9 of the report.
 - **Human Resources (HR)** – There are no HR implications.
 - **Legal** – There are no legal implications other than the need for the Local Authority to submit an annual Youth Justice Plan relating to their provision of Youth Justice Services.
 - **Procurement** – There are no procurement implications.
 - **Health and Wellbeing** – The health and well-being of children and their families is embedded throughout the plan with over-arching aim to work with partners to support some of the most vulnerable children to reduce offending, preventing re-offending and overall improving outcomes. Key public health partnership groups such as the York Drug and Alcohol Partnership and the York Domestic Abuse Local Partnership have representation from Youth Justice services.
 - **Environment and Climate action** – There are no implications in terms of environment and climate action.
 - **Affordability** – No Implications.
 - **Equalities and Human Rights** – The Equality Impact Assessment is attached.
 - **Data Protection and Privacy** - Data protection impact assessments (DPIAs) are an essential part of our accountability obligations and is a legal requirement for any type of processing under UK GDPR. Failure to carry out a

DPIA when required may leave the council open to enforcement action, including monetary penalties or fines. DPIAs helps us to assess and demonstrate how we comply with all of our data protection obligations. It does not have to eradicate all risks but should help to minimise and determine whether the level of risk is acceptable in the circumstances, considering the benefits of what the council wants to achieve. As there is no personal data, special categories of personal data or criminal offence data being processed to inform the York Youth Justice Service Plan, there is no requirement to complete a DPIA. This is evidenced by completion of DPIA screening questions.

- **Communications** – Should the Youth Justice Plan be approved it will need to be submitted to the Youth Justice Board and publicised by the Local Authority.
- **Economy** – There are no implications however, not having a clear vision and plan in relation to reduce offending and re-offending has a wider impact on the economy over time.

Risks and Mitigations

15. The Youth Justice Service plan is created on an annual basis by the strategic partnership group. The plan sets out the vision and focus of the service. Without a clear plan there is a risk of lack of agreed partnership priorities and direction.

Wards Impacted

16. The Youth Justice Service works across all Wards in the City and the Youth Justice Plan is relevant to all.

Contact details

For further information please contact the authors of this Decision Report.

Background papers

Annexes

All annexes to the Decision Report must be listed.

- Background paper: Youth Justice Service Plan – Annex A
- Background paper: Conditions of Grant – Annex B

- Background paper: Youth Justice Board – YJS plan guidance

Contact details

For further information please contact the authors of this Decision Report.

Author

Name:	Sara Orton
Job Title:	York Youth Justice Service Manager
Service Area:	Children's Services
Telephone:	07888 107889
Report approved:	Yes/No
Date:	24/08/2023

York Youth Justice Service Plan

Service	York Youth Justice Service
Service Manager/ Lead	Sara Orton
Chair of YJS Board	Martin Kelly

Contents

1.....	Introduction, vision and strategy
2.....	Local context
3.....	Child First
4.....	Voice of the child
5.....	Governance, leadership and partnership arrangements
6.....	Board Development
7.....	Progress on previous plan
8.....	Resources and services
9.....	Performance
10.....	National key performance indicators
11.	Priorities
	<ul style="list-style-type: none"> - Children from groups which are over represented - Prevention - Diversion - Education - Restorative approaches and victims - Serious violence and exploitation - Detention in police custody - Remands - Use of custody - Constructive resettlement - Standards for children in the Youth Justice system - Workforce development - Evidence based practice and innovation - Service development
12.....	Challenges, risks and issues
13.....	Sign off, submission and approval
14.....	Appendix 1: Staffing structure

15..... [Appendix 2: Budget Costs and Contributions](#)
[2023/2024](#)

1. Introduction, vision, and strategy

Welcome to the York Youth Justice Service strategic partnership plan, which demonstrates how York Youth Justice Service will work with partners over the next year to support some of the most vulnerable children, young people, and their families in the city of York.

The plan outlines our intentions to deliver services and shape activity to support our children and young people, with an awareness of the social context that children within youth justice live and their experience of increased vulnerabilities and often complex needs.

The plan outlines how York Youth Justice Service have made a positive shift towards the direction of diversion and prevention, expanding provision, and working effectively in partnership to reduce the number of young people entering the youth justice system

The plan will be reviewed annually under the guidance of the management board to identify progress and update any changes required.

City of York Council Vision:

The City of York Council have a shared vision within the Children and Young People’s Plan, understanding that for many young people, children and families York is a great place to live and grow up. We also recognise that this is not the story for everyone therefore the shared vision incorporates:

- Making York the best place to live and grow up for every child
- A place where children and young people understand their rights are active citizens who are involved in making York better
- A place where outcomes are good for all children but with a clear focus on closing gaps in outcomes for children and young people from vulnerable and deprived backgrounds

York Youth Justice Service Vision:

York YJS are closely aligned with our partners and share a vision across our wider services. As a criminal justice service, our focus for young people correlates with partners but also has a further focus on the following:

- York YJS believe in always putting the child first and we see children as children, we hear their voices and treat them fairly whilst building upon their strengths.
- York YJS aim to reduce offending, prevent re-offending and the use of custody and we strive to use evidence based, child centred, and preventative approaches to divert young people from the Criminal Justice System.

- York YJS connect with our communities and integrate young people into local networks to prevent offending and create safer communities with fewer victims.
- We consider young people's networks and systems, ensuring relationships after service intervention are robust and supportive.
- York Youth Justice Service are part of the wider authority and partners. We ensure collaborative working to secure positive outcomes for children and young people.

Strategy:

Reduce offending, prevent re-offending and the use of custody and we strive to use an evidence based, child centred, and preventative approach to keep young people out of the Criminal Justice System.

York Youth Justice Service were rated 'outstanding' by HM Inspectorate of Probation in 2022, highlighting York YJS as 'a skilled and committed staff team, ably led, and motivated by a strong management team. All are ambitious for children and unrelenting in their desire to improve the life chances of children'.

The service diligently upholds our aims of preventing offending and reducing re-offending, through effective assessment, planning and delivery of both statutory and preventative interventions, with continuous service improvement as a focus. Our ethos remains that we can always develop and improve the outcomes for children in the city, through effective relationships with partners, hearing the voices of children and their families, and combined strategies with aligned goals.

York Youth Justice Service want to see young people achieve positive outcomes and fewer children and young people coming into contact with crime.

We work collaboratively with our partners to ensure positive outcomes for children and young people with the City of York, supported by the Signs of Safety practice model to reflect a strengths-based approach to working with young people and their families.

Priorities:

- Prevention and Diversion to reduce first time entrants
- Reducing Re-offending
- Responding to Child Exploitation and County Lines
- Restorative Practice and holistic approach including supporting victims of crime
- Addressing harmful sexual behaviour across the city
- Reducing the unnecessary criminalisation of Looked After Children
- Ensuring children's broader needs are identified and assessed for appropriate support
- Making timely referrals to ensure the needs of the child are met

2. Local context

York is a relatively small city, spanning 272km² with a population of over 209,900. Of these 17.4% are children which equates to approximately 36,625 young people aged between 0-19 years.

York is the largest urban area in North Yorkshire and attracts an influx of tourists due to its history and well-known night-time economy. It also has a large student population due to the two Universities and Law College in the City. The local context of the city of York enables working collaboratively with neighbouring youth justice services in North Yorkshire and East Riding, alongside key criminal justice providers like the regional Probation Service, North Yorkshire Police, and the North Yorkshire Police, Fire and Crime Commissioner. In 2019 we moved from a Youth Offending Team to a Youth Justice Service, we aimed to move from the stigma of offending, adopting the 'child first' approach. This change enabled us to advocate for young people to be seen for who they are and not what they have done. Partners within the city work together, considering the delivery of services, responsibilities, and funding available to deliver and effective youth justice provision.

The service comprises of highly experienced practitioners from youth justice, social work, probation, police, and health. The service also benefits from an established Speech and Language provision and a Turnaround practitioner, focusing on prevention and education.

3. Child First

Children and young people first

HMIP advocated that 'York YJS has achieved our highest rating by providing services to children consistently well and establishing a culture of putting the needs of children first. The culture was clear at operational and strategic levels and across the partnership. It has been developed and sustained over time and was impressive in how it translated into services for children'.

The child first approach is embedded into the culture of working with children in York. We strive to ensure that we recognise children first and understand the nature and cause of offending behaviour, as opposed to seeing children as offenders. York YJS are presently working with colleagues in the Humber Teaching NHS Foundation Trust as part of the Humber & North Yorkshire Children and Young People's Trauma Informed Care Programme, with the aim of ensuring that York YJS professionals can be supported to respond appropriately, consistently, and compassionately to children that have experienced trauma. This approach aligns with a child first approach as it promotes the best interests of the child, recognises needs, capacities, rights and potential and supports a strengths-based approach. The overarching ethos in York is to promote a childhood that is removed from the justice system, to reduce stereotyping and stigma and support prevention, diversion and ensure minimal intervention where appropriate.

4. Voice of the child

The City of York Safeguarding Children Partnership (CYSCP) support that every conversation starts with the child and commit that all partners across the city support children and young people

to understand their rights, to have a voice and to realise their rights. The partnership has developed a pledge to ensure commitment to understanding the lived experience of children and young people and based this on the four general principal articles of the United Nations Conventions on Rights of the Child (UNRC):

- Non-discrimination (article 2)
- Best interest of the child (article 3)
- Right to life, survival, and development (article 6)
- Right to be heard (article 12)

The meaningful involvement of children and young people is a key component of the Youth Justice Service and we understand the importance to involve children, both directly and indirectly in how the service is formed and delivered. Voice of the child is embedded in the service, and we recognise our responsibility to ensure children are not only heard, but action is taken. The YJS are involved closely with the CYSCP and support the pledge. Children's voices are gathered through strategies including assessment, questionnaires, forums, and direct work undertaken. Further to this, young people are invited to the YJS Management Board, which enables partners to hear the child's voice directly and understand some of the complexities they face. The voice of the child is important in shaping future service and provision within York.

5. Governance, leadership, and partnership arrangements

The purpose of the Management Board is to provide strategic oversight of the work of the YJS and the governance and leadership of the management board promotes the delivery of a high quality, personalised and responsive service for all children. The Board meets every other month and is well attended and represented by statutory and local partners. The Board are committed to ensuring strong leadership and governance for an innovative, create and effective YJS, providing support and challenge through solution focused leadership to meet the priorities of the Youth Justice Plan. HMIP rated the governance and leadership in York as outstanding and recognised the strategy to reduce offending and provide preventative services as 'ambitious and delivered through established and effective partnership working'. The work of the management board ensures the translation of strategic aims into operational practice and understands the children involved with the YJS, achieved through utilising data, performance dashboards, comparison reports and thematic reviews. The Board is chaired by a director and consists of senior management representatives from the Police, Office of the Police, Fire and Crime Commissioner for North Yorkshire, Housing, Health, The Probation Service, Education, Clinical Commissioning Group, Early Help and Her Majesty's Tribunal and Court Services. The Board adopt a pro-active and dynamic approach to youth justice outcomes and show a real commitment to the work of the YJS, providing support and robust challenge as appropriate.

6. Board Development

The YJS management board has evolved over time, though remains specific to Youth Justice and continues to lead strategically across relevant partners and ensures a high-quality provision is provided to children and young people. Oversight includes the vision for the

service and ensuring the YJS meet not only the required standards but provide an innovative and creative service for young people in the City of York. The board are pro-active in addressing any gaps in provision and ensuring the YJS have the required resources and have a keen interest in ensuring the service work effectively in supporting desistance and positive outcomes for children. The management board were responsive towards HMIP's recommendation of consulting further with children, families and carers and provided invitation to young people, carers and victims of crime to attend the board. Board members ensure to understand the YJS, its roles and responsibilities through management reports and delivery from YJS representatives discussing aspects of their work. Board members are actively involved in the inspection process and have attended development days.

7. Progress on previous plan

The YJS plan for 2022 highlighted a keen focus on expanding our offer of prevention and diversion to wider services with the aim of reducing first time entrants into the criminal justice system. This has been upheld and our offer of Triage and Diversion was made available to Children's Social Care, through the Multi Agency Safeguarding Hub (MASH) and education providers through North Yorkshire Police school liaison officers. Securing the Turnaround grant funding has provided further opportunity to ensure that prevention services are more widely available, and this is an area to be concentrated on during the coming year, with a focus on education.

Reducing reoffending was a priority and continually monitored through use of the Youth Justice Board tracking tool, enabling the use of real time data to identify patterns and causation of offending in the city. The tracking tool is an invaluable resource which provides rich data to understand types, frequency, and seriousness of offences, whilst also a means to recognise gaps in provision and patterns in individual offending behaviour. To address reoffending further, the use of mentors from The Island was beneficial to ensure that young people had support after intervention from the YJS.

Restorative practice is embedded within the service and integrated with working with victims of crime. This is an area of expansion during 2022, with the YJS Victim Liaison Officer (VLO) working tirelessly to ensure that victims receive a high-quality service in line with the Victims Code of Conduct. The VLO has facilitated restorative conferences and expanded the role to specifically include supporting young victims of sexual assault within schools. The VLO has also completed training around trauma informed practice and is an ARC champion for the service. This ensures an understanding of the victim's response to crime and provides a strengths-based approach towards recovery. Further aspects of restorative practice include the VLO's attendance at the Youth Outcome Panel, ensuring the victims voice is heard and wishes respected.

Harmful sexual behaviour has been a focus of the YJS during 2022 and addressed by the offer of delivering NSPCC preventative training to all staff and partners. During 2022 this training was delivered monthly by the YJS and provided awareness, knowledge, and a referral pathway into services. We have seen an uplift in referrals and can confidently say that young people are now receiving support earlier.

8. Resources and services

York YJS is funded centrally and with a range of partner agencies providing funding and staff contributions.

These contributions are used to deliver youth justice services, in accordance with the Crime and Disorder Act 1998.

The Youth Justice Board grant, partner contributions and available resources will be used to deliver statutory services and prevention within the city. Services will include:

- Statutory duties including all Orders and Cautions
- Harmful Sexual Behaviour Service
- Prevention – Triage and Diversion
- Out of Court Disposals and the Youth Outcome Panel
- Child to Parent Violence
- Victim Liaison Service
- Substance Misuse service
- Speech and Language Service
- Forensic Panel
- Reducing re-offending (tracking tool)
- Probation support
- Health and Mental Health
- The Turnaround Programme

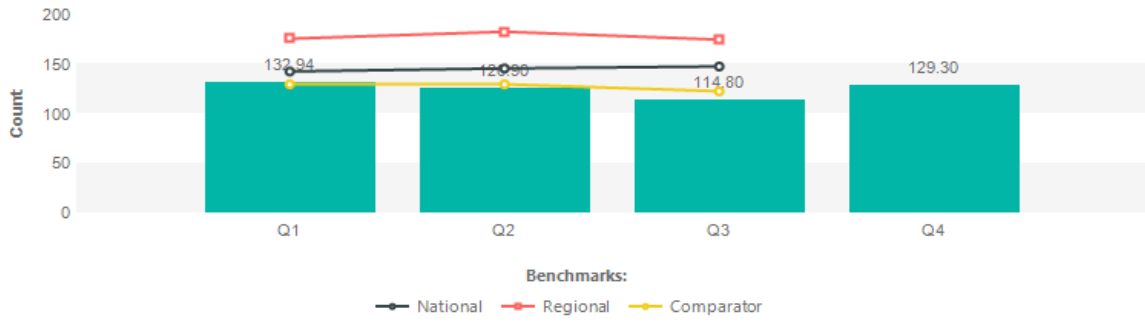
We believe these services produce improved outcomes for young people within the city as we are addressing behaviours at the earliest opportunity with the preventative element, in turn reducing the pressures on statutory services and entry into the youth justice system.

9. Performance

First time entrants to the Youth Justice System

The number of First Time Offenders remained below comparator averages during 2022/23. After the drop in FTEs during 2020/21 during the first year of covid-19, performance was expected to return to pre-pandemic levels. However, work at Triage and Diversion and Outcome 22 level has contributed to a further improvement in performance.

First time entrants to the Youth Justice System aged 10-17 (per 100,000 10-17 year olds in York) - (Rolling 12 Month) (by Quarter) - 2022/2023



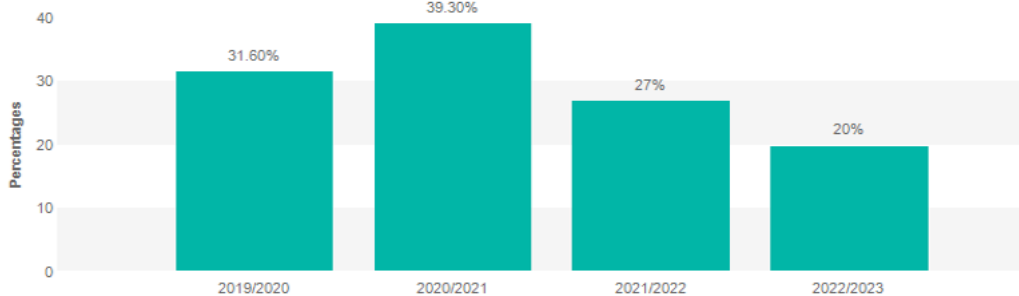
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
2022/2023	132.94	126.90	114.80	129.30
2021/2022	153.62	172.05	176.90	176.90
2020/2021	153.60	141.30	116.80	147.50
2019/2020	238.20	257	263.30	219.40

Proven re-offending

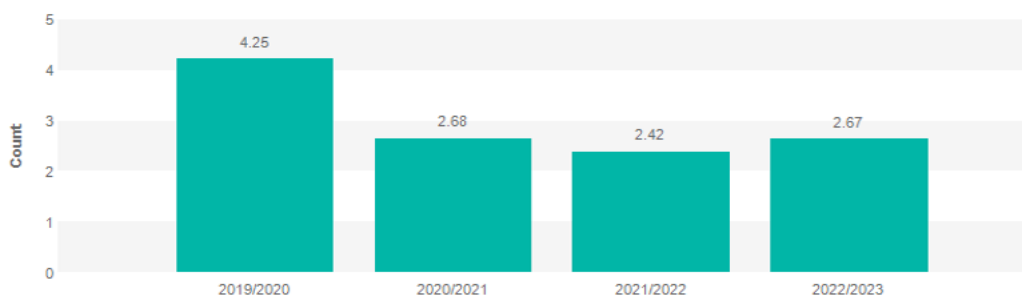
The re-offending data is a local measure that has been implemented due to the time lag encountered with Ministry of Justice and Youth Justice Board data. Re-offending of a fixed cohort of young people who received a substantive outcome during 2021/22 was monitored at 3-month intervals throughout 2022/23.

After 12 months, 20% of the cohort had re-offended, an improvement in performance on the past three years. The rate of re-offending per re-offender was slightly higher than last year, but in line with 2020/21 performance.

% of 10-17 year old offenders who re-offend, measured at 3 month intervals to 12 months (Set 12 month cohort) - (YTD) (by Financial Year)



Rate of proven youth re-offending by re-offenders aged 10-17, measured at 3 month intervals to 12 months (set 12 month cohort) - (YTD) (by Financial Year)



The table shows that no young people offended after 9 months in 2022/23:

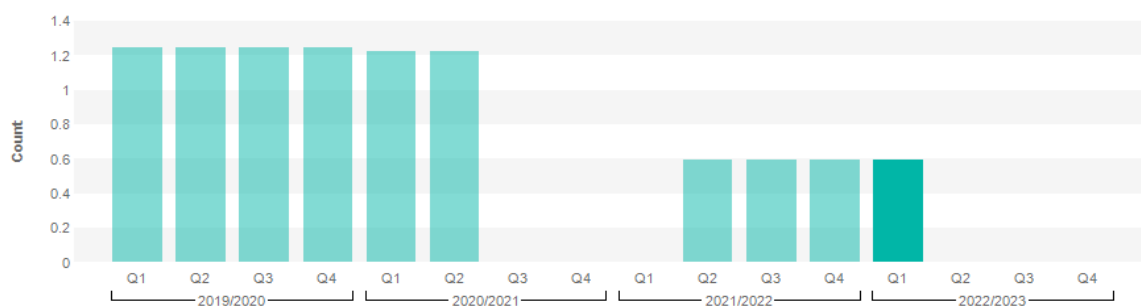
	Percentages			
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
2022/2023	6.67%	17.78%	20%	20%
2021/2022	13.64%	20.45%	22.73%	27%
2020/2021	28.60%	32.10%	35.70%	39.30%
2019/2020	17.10%	23.70%	30.30%	31.60%

Custodial sentences

York typically sees a very small number of young people sentenced to custody in any given year. Due to small numbers, we monitor a rolling 12-month cohort. At the end of 2022/23, no custodial sentences had been given to young people since September 2021.

Coupled with Youth Detention Accommodation performance, this is a positive position for York young people and reflects good working relationships between the Youth Justice Service and the Courts.

Young people sentenced to custody (rate per 10,000 10-17 year olds in York) - (rolling 12 month cohort) (by Quarter) - Historic



10. National key performance indicators

The expansion of the national performance framework, due to be reported for the first time in Q1 2023/24 have brought challenges. Our case management supplier, Careworks, have served notice to quit meaning any development changes needed to submit the returns cannot be discussed. Local performance reporting has been updated to report the newly defined cohorts and ease the changes, but some new information cannot be recorded in a reportable way on the existing case management system.

11. Priorities

Children from groups which are over-represented

The demographics of the City of York differs to many other cities in the United Kingdom and our focus over the coming year is based on what we understand about children that may be considered over-represented within the city. The YJS and partnership strive to ensure that all children are prioritised, though also track data on those known to social care services, children excluded from education, children identified as Special Educational Needs and children from

Gypsy, Roma, and Traveller backgrounds to monitor and understand over representation. Females within the youth justice system are also an area of focus for the service and we recognise the importance of understanding difference in the delivery of interventions. To address this, we have based our approach on research and created a female specific intervention which is based on relationships and delivered in a space designed with females in mind. The YJS management board pay interest to females in the service and cases are addressed at board level. The HMIP inspectors outlined 'work with children from travelling families was very good, with knowledge, skills and relationships having been built over time'.

Diversion

Diversion has been a key focus within the YJS and the creation of the Youth Outcome Panel to address Out of Court Disposals, has proved pivotal in increasing the offer of diversion services. York YJS align with North Yorkshire YJS and North Yorkshire Police to facilitate the panel. Outcome decisions are made jointly and reached through detailed discussion between panel members. The panel considers needs, alongside risk and public protection, though there is also a focus on the views and wishes of the victim, advocated by the Victim Liaison Officer. The introduction of Route 22 has broadened the offer to children and ensured that all York children will receive intervention. Referrals to the panel are through North Yorkshire Police.

Prevention

Initially the Triage and Diversion service was created for North Yorkshire Police to access, though this has expanded and grown over time and now takes referrals from the Multi Agency Safeguarding Hub, schools, and the police. In addition to this, the Turnaround Program is also in place and enabled us to widen this offer further.

A pathway has been developed for children exhibiting harmful sexual behaviour, enabling the YJS to address problematic behaviour earlier and provide support. During 2023 this will be widened further, with staff attending AIM Under 12's training to ensure we are suitably qualified to work with the younger age range as this is an area of need that has been identified. To support preventative work around harmful sexual behaviour, the YJS were trained to deliver the NSPCC harmful sexual behaviour training to staff and partners, ensuring that practitioners across the city have a good awareness of referral processes and how to overcome stigma and anxiety of working with this type of behaviour.

The YJS monitors and analyses patterns and indicators relating to child exploitation and work closely with the exploitation team to ensure that preventative services are accessible to these children, providing an effective offer of support and intervention. The YJS manager attends regular exploitation meetings to ensure a youth justice perspective is available and services offered.

The Child to Parent Violence programme is a further example of a high quality, specific intervention that addresses behaviour and need. This was initially developed during the Covid pandemic as the YJS identified an increase of these types of behaviours. The programme ensures that work is conducted with both the parent and child and aims to restore balance into households before crisis point, diverting children from offending behaviour and improving the family situation so they can remain at home with their parents.

Education

Links with education providers in the city are predominantly strong and the YJS are focusing the Turnaround provision on schools. The newly recruited Turnaround practitioner will work closely with education and provide preventative support within schools over 2023/2024. HMIP

described the relationship between schools and York YJS as ‘a culture of meeting need, rather than waiting for a diagnosis’. This is reflected in our joint work, for example the Victim Liaison Officer is delivering a ‘Healthy Relationships’ programme in school and we provide ongoing support relating to harmful sexual behaviour. Our intention over the coming year is to further strengthen these relationships and ensure that schools have accessibility and understanding of the service. A representative from Education sits on the YJS management board and York benefits from working closely with the Virtual Head of schools, for those young people that are not in mainstream education. The YJS have good links with the SEN team and work closely with educational psychologists. The YJS are presently working with York St John University to undertake research focused on an exploration of young people’s experience with educational inclusion, exclusion, and their engagement with the youth justice system. This will enable the service to truly understand the views of young people and ascertain how we can use their voice to make improvements.

Restorative approaches and victims

York YJS offer to victims continues to increase, ensuring that victims are empowered and have a voice within the criminal justice system. Victim voice is central to all work of the YJS, including prevention, diversion, and statutory orders. The Victim Liaison Officer works tirelessly to advocate for victims and help them move forwards in their lives, through safety planning and support. The service also recognise that many children are victims of past experiences and utilise trauma informed practice to ensure such issues are addressed and worked with.

Serious violence and exploitation

The Serious Violence Duty commenced on the 31st January 2023 and requires specified authorities to work together to prevent and reduce serious violence that occurs in the area and implement strategy to address it. These authorities include police, justice, fire and rescue, health and local authorities. The Home Office definition of serious violence refers to:

- Violence
- Violence against property
- Threats of violence

The definition is not limited to physical violence, so includes domestic abuse and sexual abuse, but does not include terrorism. Locally it has been agreed to keep the definition broad and include violence against women and girls. This profile will be reviewed annually.

A strategic needs assessment has been conducted in conjunction with the North Yorkshire Police, Fire and Crime Commissioner (PFCC) for the partnership area and a response strategy developed by January 2024. The PFCC have discretionary power to monitor local performance of the partnership against shared objectives.

York YJS have limited occurrences of serious violence though will be immersed in the duty. Exploitation is also a consideration and York YJS work closely with the York Exploitation Team to ensure that information and intervention is provided to those young people at risk of being criminally exploited. The YJS manager sits on the National Referral Mechanism panel in York and the Channel Panel.

Detention in police custody

Detention in police custody is an area that has been addressed significantly over the past year due to identified challenges, with the YJS increasing availability of Appropriate Adults to North Yorkshire Police by providing a duty management rota daily and ensuring that the service has provision for Appropriate Adults until midnight. We work closely with the Emergency Duty Team for out of hours provision. The introduction of a joint policy with Children's Social Care for young people that may be vulnerable due to county lines is in place, ensuring that social workers are available for young people in custody and to ensure their welfare on release. We ensure to be compliant with the Police and Criminal Evidence Act 1984 (PACE)

Remands

In York, children subject to remands to Local Authority accommodation and children subject to remands to Youth Detention Accommodation (YDA) remains exceptionally low. From the period 01/06/2022 – 01/06/2023 there was one young person remanded to YDA and one young person remanded to local authority accommodation, though this child was out of area at the time. Though the numbers are low in the city, the use of remands is considered by the partnership and such cases are discussed in the management board when they arise.

Use of custody

The National picture of the use of custody has significantly decreased, which is reflected in York. We recognise and understand the impact on children's lives when they receive a custodial sentence, such as disrupting their education and fracturing relationships with families. Use of custody in York is low, though occasionally happens with highly complex and often vulnerable young people being placed in the custodial environment. To address this from a strategic perspective, the Youth Justice management board have a comprehensive understanding of this cohort of children and address cases relating to custody through detailed case studies that outline the history of the young person, including social care history and educational attainment. The operational partnership with the courts in York is a particular strength and Pre-Sentence Reports provide robust assessment of young people that may be sentenced to custody.

When bail packages are suggested, York YJS ensure to provide bespoke interventions that ensure young people, and the community are safe. Further to this, York YJS have devised a process whereby AIM 3 assessment is available prior to charge and have a service level agreement in place with North Yorkshire Police and the Crown Prosecution Service to provide a report to assist the CPS in their decision making.

Constructive resettlement

We know the challenges faced by young people leaving custody, such as accommodation and have therefore ensured the policy, provision and pathway in York is high quality and evidence based. Resettlement focuses on individual need and personalised support to keep the child safe and manage risk of harm. Partners, such as Social Care, Health, Education and Housing understand their role in resettlement and provide services swiftly. The service benefits from access to specialist youth homelessness workers and a representative from Housing sits on the management board. The YJS undertake joint work with the secure estate and have named contacts at HMP Wetherby and Adel Beck Secure Children's Home. The management board actively review resettlement cases and address any barriers to effective resettlement. HMIP rated York's resettlement policy and provision as outstanding, highlighting 'the case we assessed evidenced meeting the child's individual needs, keeping the child safe and effective use of transitions to adult probation services, to manage risk of harm'.

Standards for children in the Youth Justice system

Our most recent self-assessment of standards for children in Youth Justice highlighted areas for improvement, however this was conducted prior to our HMIP inspection.

Self-assessment outcomes:

Standard	Strategic results self-assessed	Operational results self-assessed
NS1	Out Of Court Disposals	OUTSTANDING
NS2	At Court	GOOD
NS3	In the Community	GOOD
NS4	In Secure Settings	GOOD
NS5	On Transition	GOOD

HMIP Outcomes:

York Youth Justice Service Fieldwork started September 2022	Score	32/36
Overall rating	Outstanding	
1.	Organisational delivery	
1.1	Governance and leadership	Outstanding
1.2	Staff	Outstanding
1.3	Partnerships and services	Outstanding
1.4	Information and facilities	Good
2.	Court disposals	
2.1	Assessment	Good
2.2	Planning	Outstanding
2.3	Implementation and delivery	Outstanding
2.4	Reviewing	Outstanding
3.	Out-of-court disposals	
3.1	Assessment	Good

3.2	Planning	Good
3.3	Implementation and delivery	Outstanding
3.4	Out-of-court disposal policy and provision	Outstanding
4.	Resettlement₁	
4.1	Resettlement policy and provision	Outstanding

The findings of the HMIP inspection highlight service improvements and progress to date. Over the following year, the YJS will ensure to address the following points to make further improvements to the service:

NS1 – Out of Court Disposals: Ensure that risk of harm to others is analysed sufficiently and considered within the wider context.

Provide detailed planning of how to keep others safe, based on the specific behaviours of the child and response required by agencies

NS2 – Court: Ensure the risk of harm to actual and potential victims is fully recorded in all cases, including situation where children and victims may come into contact with each other and how to minimise potential conflict.

Ensure that specific contingency planning is recorded for all cases

NS3 – Community: Increase the range of services available to young people in the local community, including reparation options. Ensure the service are contributing to the community, such as working with the police to address anti-social behaviour in the local areas. Understand the local community and have a focus on diversity and over representation in the youth justice service.

NS4 – In secure settings: Ensure resettlement policies reflect the voice of the child

NS5 – On transition: Work directly with the YJS Probation Officer and managers to ensure the transition policy is in date and effective. Ensure that the transition to adult services is smooth and starts prior to the young person turning 18 years old.

Workforce development

There is a strong culture of learning and continuous improvement within York YJS and training for staff is comprehensive. This is evidenced through providing ongoing mandatory training, such as safeguarding, though also supporting staff members to achieve specialist training in areas such as Harmful Sexual Behaviour, including AIM 3 Assessment, Intervention, Under 12s and Technology Assisted HSB training. Staff presently receiving training on the strengths-based approach Signs of Safety. Staff members have also been provided the opportunity to complete the Youth Justice Degree and Social Work Apprenticeship. The Workforce Development Unit in York offers regular training that staff can access. HMIP described the training offer to staff as

'comprehensive, and the management team understands that the development of staff requires an innovative approach'.

Staff wellbeing is a focus, to promote resilience and retain experienced staff members. The YJS offer peer supervision, case supervision, reflective supervision, and clinical supervision to address HSB cases. Staff have access to the wider authority wellbeing resources and are encouraged to access these.

Evidence based practice and innovation

York YJS have established preventative and diversionary services as a key focus to achieve positive outcomes for children and young people. This is evidenced in our caseloads and first-time entrants in York. Our preventative interventions are continuously expanding and based on identified needs and research. A prime example of this is working with females in the youth justice system. Research highlighted that methodologies to work specifically with females can differ from their male counterparts. On this basis, we created a female specific intervention programme to ensure we are working in a manner that is truly specific and bespoke, which is providing positive results to date.

Trauma informed practice has been introduced to York YJS and we are presently adopting the Humber and North Yorkshire Care Health and Care Partnership Trauma Informed Organisational Development Framework evaluation toolkit to embed trauma informed practice within the service. This will be coupled with Attachment, Regulation and Competency (ARC) training for all practitioners and the development of champions to ensure sustainability of future training.

The ARC Framework is a flexible, components-based intervention developed for children and adolescents who have experienced complex trauma, along with their caregiving systems. ARC's foundation is built upon four key areas of study: normative childhood development, traumatic stress, attachment, and risk and resilience.

York YJS have identified an increase in younger children coming to the attention of the service, often relating to incidents of anti-social behaviour, harmful sexual behaviour, and child to parent violence. To address this, the service is working closely with schools and delivering Healthy Relationships sessions in schools to the younger age group, supporting the ethos of prevention and ensuring that these children receive support at an earlier stage.

The Youth Outcome Panel is a further area of good practice and innovation, developed in response to the needs of children receiving out of court disposals. York and North Yorkshire Youth Justice Services collaborated with North Yorkshire Police to ensure that the processes in the local areas were justifiable, appropriate and provided intervention at the right time, with the aim of reducing further offending. The Youth Outcome Panel is well established and continues to evolve with new practices, based on changes in law and process. An example of such change is the introduction of Route 22 to the process. In York we recognise the need to respond to young people and support prevention and diversions, therefore we have adopted an approach whereby all young people involved in the Youth Outcome Panel receive intervention to improve promote positive outcomes and improve their life chances. The process is rigorously quality assured on a regular basis, including a scrutiny panel facilitated by the North Yorkshire Police, Fire and Crime Commissioner.

A further key area of evidence-based practice within York YJS is the Harmful Sexual Behaviour Service, available for those children convicted of an offence and also to those on the periphery of offending, or who have not been charged. Implementation of an HSB co-ordinator to structure the service proved pivotal to embedding this service into the wider organisation and ensured that referrals could be acted upon swiftly. The evidence base for the service is AIM 3 assessment and intervention training for the entire staff team, alongside NSPCC training to enable staff to deliver training to the wider authority and partner agencies. This innovative and additional resource has proved positive for children and young people as it allows intervention to take place whilst awaiting sentence, or in the event there is no formal police outcome intervention can be on a voluntary basis. Both AIM 3 and NSPCC training is based on the best available research, is proven to be child focused and developmentally informed; therefore, meeting the definition of evidenced based practice. The HSB service is regularly evaluated and reports to the York Safeguarding Children Partnership, Exploitation group and YJS Management Board. There are regular quality assurance processes conducted, including all assessments undertaken.

Service development

When considering service development, this is a fluid concept and often the service is responding to need as it arises. However, there are key features that are delivered and include:

- Prevention
- Diversion
- Statutory services
- Out of Court Disposals
- Bail and remand
- Turnaround Programme

To break this down further, prevention is inclusive of the following:

- Child to parent violence intervention
- Healthy relationships programme
- NSPCC Harmful Sexual Behaviour early intervention programme
- Boxing club
- Mentoring
- Substance misuse interventions
- Friendship groups
- Education, training, and employment group
- Restorative interventions

Diversion includes the following:

- Triage and diversion scheme
- Youth Outcome Panel
- Route 22
- Fire service intervention

Turnaround includes the following:

- Community art project in collaboration with Choose 2 Youth
- First aid through Street Doctors
- Woodwork project
- Drawing and talking resource
- Direct work within schools through the Turnaround worker

All services are delivered by the Youth Justice Service and provide multiple benefits to young people within the city. York YJS ensures that all young people entering the service receive a bespoke and holistic assessment of needs, access to a health practitioner and Speech and Language service, substance misuse specialist and refer to community services where applicable. The YJS receive sector support, for example we benefit from access to the Forensic Child and Adolescent Mental Health Service to provide guidance for complex cases and receive support from the City of York homelessness workers to secure accommodation when required.

The HMIP inspection in September 2022 highlighted two recommendations they felt would have a positive impact on the quality of York YJS services, to improve the lives of children in contact with youth offending services and better protect the public. These were:

‘Ensure that there are sufficient resources to improve access to education, training and employment, including reviewing the post 16 education, training and employment offer’.

This has been addressed within the service with the introduction of the Turnaround worker, who will be based in schools. The service is also due to participate in a research proposal in conjunction with York St John University that will seek the views of young people about their experiences of education, which can then guide the YJS on how future improvements can be made.

‘Review the financial contribution and budget arrangements to the service, to ensure that there is sufficient contingency planning to allow planned development’.

The Local Authority has addressed this recommendation at Director level and ensured the YJS are in a position whereby planned and future development can be sustained throughout the year and beyond.

This local plan is influenced by the YJB strategic plan as it incorporates the YJB vision of a child first youth justice system that treats children fairly and recognises them as children. York have adopted the strengths-based Signs of Safety model to ensure that we recognise children and families’ strengths and build upon these to develop their pro-social identities for sustainable desistance, so children can make a constructive contribution to society, prevent offending, and create safer communities with fewer victims. The work of the YJS focuses on the future and aims to empower children to fulfil their potential, encourage engagement and wider social inclusion. The YJS work in collaboration with children and their carers, using prevention, diversion, and minimal intervention to reduce their likelihood of entering the criminal justice system. The YJB outlines priorities that align with the YJS and wider authority, including investing in staff, developing a resilient organisation and using resources effectively, all of which are outlined in the local plan. The YJB support a holistic approach to address challenges for young people in contact with the youth justice system. York is adopting trauma informed


practice to ensure that we really understand our children, hear their voices and know that not all their challenges are uniquely linked to their involvement with services. York YJS are supported by colleagues in Adult Social Care and the Preparing for Adulthood policy supports the seamless interaction and joint assessment for children over 14 years old leaving care, those with disabilities, SEN and any young person identified as requiring services beyond the age of 18.

12. Challenges, risks and issues

RISK	LIKELIHOOD	IMPACT	ACTIONS
Exploitation of children	High	High	The YJS is involved with the multi-agency Child Criminal Exploitation panel to address such concerns and ensure actions are taken. York is piloting an NRM panel under the guidance of the Home Office and the service are part of the creation and implementation of devolving decision making to a local level. The service have a joint protocol with Children's Social Care for working with County Lines.
Potential Increase in Children and Young People in Care	High	High	The service work with colleagues in Children's Social care to address challenges and are pivotal in the Prevention of Unnecessary Criminalisation of Looked after children protocol. The Youth Outcome Panel adheres to the 10 Point Checklist for Looked After Children and supports a restorative approach to working.
Increased re-offending and serious offences	High	High	The service is focusing on prevention to address offending at an earlier stage to avoid further offences. Interventions are timely and appropriate, with a focus on meeting the needs of the child. York YJS have a focus on Serious Youth Violence and staff trained to use the Structured Assessment of Violence Risk in Youth (SAVRY) assessment which is designed to structure appraisals of violence risk and risk management plans for adolescents. York YJS are involved in the introduction of the Serious Violence Duty
Inspection readiness	Medium	Medium	The service continue to prepare for inspection under the guidance of the Management Board,

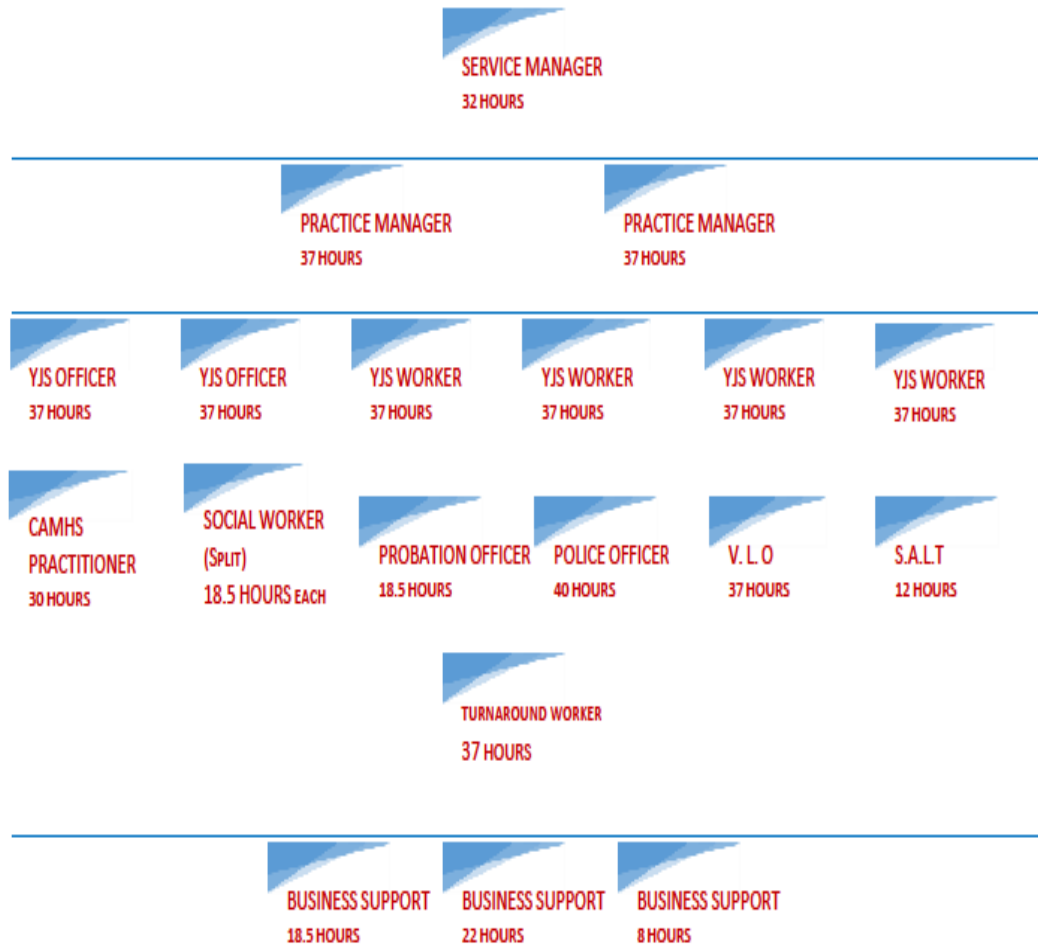
			using the National Framework for inspection. Our last inspection was September 2022.
Maintaining staff and business continuity	High	Medium	A business continuity plan is in place and regularly reviewed. Commitment to staff welfare is a high priority. Regular supervision is accessible, alongside staff training. As a small service, staff absence or leaving would have significant impact, though staff retention has been good.
Funding	Medium	High	Budget constraints always feature as a significant risk and the service would be at risk if we were to lose funding. Finance is a standing item on the Youth Justice Service Management Board agenda and explores ways of using reserves and developing service delivery in line with budgets. This has recently been addressed for the period 2023/2024

13. Sign off, submission and approval

Chair of YJS Board - name	Martin Kelly
Signature	
Date	28/06/2023

14. Appendix 1 – Service Structure Chart

YORK YOUTH JUSTICE SERVICE – ORGANISATIONAL STRUCTURE



The staffing structure outlines the core staff members within the YJS. Complimenting this further includes the volunteer service, including Appropriate Adults, Referral Order Panel Members and Victim Volunteers. The YJS regularly host students on a Social Work Apprenticeship whilst they are in their placement. The YJS manager reports directly to the Director of Safeguarding for the City of York Council.

B8: Staffing of the YOT by gender and ethnicity; No. of individual people

Ethnicity	Managers Strategic		Managers Operational		Practitioners		Administrative		Sessional		Student		Referral Order Panel Volunteer		Other Volunteer		Total	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Asian																	0	0
Black																	0	0
Mixed																	0	0
White		1	2		3	10		4					3	12	9	23	17	50
Any other ethnic group														3			3	0
Not known																	0	0
Total	0	1	2	0	3	10	0	4	0	0	0	0	3	12	12	23	20	50
Welsh Speakers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

* Welsh YOTs only

15. Appendix 2 – Budget Costs and Contributions 2023

Agency	Staffing Costs	Payments in kind	Other delegated funds	Total
Youth Justice Board	216,721		75,570	292,291
Local Authority	176,192	41,563	61,438	279,193
Police		48,277		48,277
Police and Crime Commissioner	66,982		23,356	90,338
Probation	3,707	17,171	1,293	22,171
Health	26,940	47,865	9,394	84,199
Welsh Government				0
Other		3,333		3,333
Total	490,542	158,209	171,051	819,802

YOUTH JUSTICE BOARD FOR ENGLAND AND WALES

and

LOCAL AUTHORITY WITH RESPONSIBILITY FOR THE YOUTH JUSTICE SERVICE

2023-24 Youth Justice GRANT FUNDING AGREEMENT

1. INTRODUCTION.....	3
2. DEFINITIONS AND INTERPRETATION.....	3
CONDITIONS	8
3. DURATION AND PURPOSE OF THE GRANT.....	8
4. PAYMENT OF GRANT.....	8
5. ELIGIBLE AND INELIGIBLE EXPENDITURE	10
6. ANNUAL GRANT REVIEW	11
7. MONITORING AND REPORTING	12
8. AUDITING AND ASSURANCE	13
9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY.....	14
10. CONFLICTS OF INTEREST.....	14
11. CONFIDENTIALITY	14
12. TRANSPARENCY.....	15
13. STATUTORY DUTIES.....	15
14. DATA PROTECTION AND PUBLIC PROCUREMENT	15
15. NOT USED	16
16. INTELLECTUAL PROPERTY RIGHTS	16
17. ENVIRONMENTAL REQUIREMENTS	17
18. ASSETS.....	17
19. INSURANCE	18
20. ASSIGNMENT	19
21. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY	19
22. LOSSES, GIFTS AND SPECIAL PAYMENTS.....	19
23. BORROWING	19
24. PUBLICITY	19
25. CHANGES TO THE AUTHORITY’S REQUIREMENTS	20
26. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION.....	20
27. EXIT PLAN	24
28. DISPUTE RESOLUTION	24
29. LIMITATION OF LIABILITY	24
30. VAT.....	24

31.	CODE OF CONDUCT FOR GRANT RECIPIENTS.....	25
32.	NOTICES.....	25
33.	GOVERNING LAW	26
	ANNEX 1 – GRANT FUNDING LETTER	27
	ANNEX 2 –THE FUNDED ACTIVITIES.....	30
	ANNEX 3 – PAYMENT SCHEDULE	32
	ANNEX 4 – GRANT RECIPIENT’S BANK DETAILS	33
	ANNEX 5 – ELIGIBLE EXPENDITURE	34
	ANNEX 6 – AGREED MILESTONES, PERFORMANCE MEASURES & OUTCOMES.....	35

This Agreement is made on

Between:

- (1) Youth Justice Board for England and Wales whose principal address is at Clive House, 5th floor, 70 Petty France, London SW1H 9EX (the “**Authority**”); and
- (2) The Local Authority with responsibility for the Youth Justice Service (the “**Grant Recipient**”).

In relation to:

Project Name: Youth Justice Grant

BACKGROUND

The Grant is provided by the Authority under its power in section 41 of the Crime and Disorder Act 1998, as amended: “with the approval of the Secretary of State, to make grants to local authorities and other persons for the purposes of the operation of the youth justice system and the provision of youth justice services subject to such conditions as the Authority considers appropriate, including conditions as to repayment”. The Secretary of State for Justice has approved this Grant. The Grant may be used by the Grant Recipient only for the purposes set out in section 41 of the Crime and Disorder Act 1998 generally and for the activities described in the Agreement in particular.

The conditions collectively (the **Conditions**) are as follows:

1. INTRODUCTION

- 1.1. The Agreement sets out the conditions which apply to the Grant Recipient receiving the Grant from the Authority up to the Maximum Sum.
- 1.2. The Authority and the Grant Recipient have agreed that the Authority will provide the Grant up to the Maximum Sum as long as the Grant Recipient uses the Grant in accordance with the Agreement.
- 1.3. The Parties confirm that it is their intention to be legally bound by the Agreement.

2. DEFINITIONS AND INTERPRETATION

- 2.1. Where they appear in these Conditions:

Agreement means these Conditions together with its annexes and schedules including but not limited to the Annex 1 Grant Funding Letter;

Annex means an annex attached to these Conditions which form part of the Agreement;

Asset means an asset that is to be purchased or developed using the Grant including equipment or any other asset which may be a Fixed Asset as appropriate in the relevant context, and **Assets** will be construed accordingly;

Asset Owning Period means the period during which the Assets are recorded as Assets in the Grant Recipient’s accounts;

Authority Personal Data means any Personal Data supplied for the purposes of, or in connection with, the Agreement by the Authority to the Grant Recipient;

Bribery Act means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;

Code of Conduct means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf, including any subsequent updates from time to time;

Commencement Date means the date on which the Agreement comes into effect, being the 01/04/2023;

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of the Agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
 - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party; and
- (b) any information developed by the Parties in the course of delivering the Funded Activities;
- (c) the Authority Personal Data;
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 11;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

Contracting Authority means any contracting authority (other than the Authority) as defined in regulation 2 of the Procurement Regulations;

Controller and Processor take the meaning given in the GDPR;

Change of Control means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent of the voting capital stock of a Party in one or more related transaction;

Crown Body means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and

particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

Data Protection Legislation means (i) the GDPR; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy; and (iii) all applicable Law relating to the processing of Personal Data and privacy;

Disposal means the disposal, sale, transfer of an Asset or any interest in any Asset and includes any contract for disposal;

Domestic Law means an applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation which replaces EU law as a consequence of the UK leaving the European Union;

Duplicate Funding means funding provided by a Third Party to the Grant Recipient, which is for the same purpose for which the Grant was made, but has not been declared to the Authority;

Eligibility Criteria mean the Authority's selection criteria used to determine who should be grant recipients including the Grant Recipient;

Eligible Expenditure means the expenditure incurred by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in paragraph 5;

EIR means the Environmental Information Regulations 2004;

Event of Default means an event or circumstance set out in paragraph 26.1;

Financial Year means from 1 April to 31 March;

Fixed Asset means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced, constructed in connection with the Funded Activities;

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Funded Activities means the activities set out in Annex 2;

Funding Period means the period for which the Grant is awarded starting on the Commencement Date and ending on 31/03/2024;

GDPR means the General Data Protection Regulation (EU) 2016/679;

Grant means the sum or sums the Authority will pay to the Grant Recipient in accordance with paragraph 4 and subject to the provisions set out at paragraph 26;

Grant Funding Letter means the letter the Authority issued to the Grant Recipient dated 20/07/2023, a copy of which is set out in Annex 1;

Grant Manager means the individual who has been nominated by the Authority to be the single point of contact for the Grant Recipient in relation to the Grant;

Ineligible Expenditure means expenditure incurred by the Grant Recipient which is not Eligible Expenditure and as set out in paragraph 5;

Information Acts means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

IPR means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

IPR Material means all material produced by the Grant Recipient or its Representatives in relation to the Funded Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

Instalment Period means the intervals set out in Annex 3 when the Authority will release payment of the Grant to the Grant Recipient during the Funding Period;

Joint Controllers means where two or more Controllers jointly determine the purposes and means of processing;

Law mean any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

Losses means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

Match Funding means any contribution to the Funded Activities from a Third Party to the Grant Recipient to meet the balance of the Eligible Expenditure not supported by the Grant;

Maximum Sum means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities subject to paragraph 26;

Party means the Authority or Grant Recipient and **Parties** shall be each Party together;

Personal Data has the meaning given to it in the Data Protection Legislation as amended from time to time;

Procurement Regulations means the Public Contracts Regulations 2015;

Prohibited Act means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Agreement; or
 - (ii) showing or not showing favour or disfavour to any person in relation to the Agreement;
- (b) committing any offence:
 - (iii) under the Bribery Act;

- (iv) under legislation creating offences in respect of fraudulent acts; or
- (v) at common law in respect of fraudulent acts in relation to the Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

Publication means any announcement, comment or publication of any publicity material by the Grant Recipient concerning the Funded Activities or the Authority;

Remedial Action Plan means the plan submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the process set out in paragraphs 26.4 to 26.10;

Representatives means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;

Special Payments means ex gratia expenditure by the Grant Recipient to a third party where no legal obligations exist for the payment and/or other extra-contractual expenditure;

Third Party means any person or organisation other than the Grant Recipient or the Authority;

Unspent Monies means any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year, the Funding Period or because of termination or breach of these Conditions;

VAT means value added tax chargeable in the UK;

Working Day means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday;

YJS means the Grant Recipient's youth justice service.

2.2. In these Conditions, unless the context otherwise requires:

- (1) the singular includes the plural and vice versa;
- (2) reference to a gender includes the other gender and the neuter;
- (3) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (4) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (5) the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- (6) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- (7) references to "representations" will be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Agreement;

- (8) references to “paragraphs” and “Annexes” are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
 - (9) the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.
- 2.3. Where there is any conflict between the documents that make up the Agreement the conflict shall be resolved in accordance with the following order of precedence:
- 2.3.1. the Conditions set out within the Agreement; and
 - 2.3.2. Schedule 1 – The Authority’s Grant Funding Letter.

CONDITIONS

3. DURATION AND PURPOSE OF THE GRANT

- 3.1. The Funding Period starts on [01/04/2023] (the **Commencement Date**) and ends on [31/03/2024] unless terminated earlier in accordance with this Grant Funding Agreement.
- 3.2. The Grant Recipient will ensure that the Funded Activities start on [01/04/2023] but where this has not been possible, that they start no later than 3 months after the Commencement Date.
- 3.3. The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities.
- 3.4. If the Authority wants to make a change to the Funded Activities (including for example reducing the Grant or removing some of the Funded Activities from the Grant) it may do so on [14 days] written notice to the Grant Recipient.

4. PAYMENT OF GRANT

- 4.1. Subject to the Recipient’s compliance with its obligations in the Agreement, the Authority shall pay the Grant to the Recipient as indicated in the award letter and in accordance with Annex 3. The Authority shall pay the Grant in pound sterling (GBP) and into a bank located in the UK.
- 4.2. The Grant Recipient must complete and sign the Confirmation of Bank Details and Signatories (Annex 4) as part of their acceptance of the Grant. No payment can be made in advance of receipt of a correctly completed and signed form.
- 4.3. The signatory must be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified immediately on the same form and signed by an approved signatory. Any change of signatory must be notified to the Authority for approval, as soon as known.
- 4.4. The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities.

- 4.5. The Authority will only pay the Grant to the Grant Recipient once the Authority is satisfied that the Grant Recipient has provided a sufficient level of assurance to demonstrate that the Grant will be used for Eligible Expenditure.
- 4.6. The Grant Recipient will provide the Authority with evidence (upon request) of the costs/payments, which are classified as Eligible Expenditure in paragraph 5.2, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.
- 4.7. The Grant Recipient shall declare to the Authority any Match Funding which been approved or received, before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient shall notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient shall confirm the amount, purpose and source of the Match Funding and the Authority shall confirm whether it is agreeable to the Grant Recipient accepting the Match Funding. If the Authority does not agree to the use of Match Funding the Authority shall be entitled to terminate the Agreement in accordance with paragraph 26.1.9 and where applicable, require all or part of the Grant to be repaid.
- 4.8. Where the use of Match Funding is permitted the Grant Recipient shall set out any Match Funding it receives in the format required by Annex 3 and send that to the Authority. This is so the Authority knows the total funding the Grant Recipient has received for the Funded Activities.
- 4.9. The Grant Recipient agrees that:
 - 4.9.1. it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant;
 - 4.9.2. the Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;
 - 4.9.3. the Authority will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority is satisfied that:
 - (i) the Grant will be used for Eligible Expenditure only; and
 - (ii) if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
- 4.10. The Grant Recipient shall submit a copy of Annex 5 (Eligible Expenditure) and any other documentation as prescribed by the Authority, from time to time.
- 4.11. The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 4.12. The Authority reserves the right not to pay any Grant Claims, which are not submitted in accordance with the Agreement or Grant Claims, which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.13. The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Agreement. Any sum, which falls due under this paragraph 4.13, shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately the sum will be recoverable summarily as a civil debt.

- 4.14. The Grant will be paid into bank account in the name of the Grant Recipient which must be an ordinary business bank account.
- 4.15. Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.
- 4.16. Onward payment of the Grant and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the Agreement, including any obligation to repay the Grant.
- 4.17. The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.
- 4.18. If at the end of the relevant Financial Year there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the Authority no later than 30 days of the Authority's request for repayment.

5. ELIGIBLE AND INELIGIBLE EXPENDITURE

- 5.1. The Authority will only pay to the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities (as set out in Annex 2 of these Conditions).
- 5.2. The items listed in Annex 5 and the following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:
 - 5.2.1. fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting/certifying that the grant paid was applied for its intended purposes.
 - 5.2.2. giving evidence to Parliamentary Select Committees;
 - 5.2.3. attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
 - 5.2.4. responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Agreement);
 - 5.2.5. providing independent, evidence based policy recommendations to local government, departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and
 - 5.2.6. providing independent evidence based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.
- 5.3. The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure: The list below does not override activities which are deemed eligible in these Conditions:
 - 5.3.1. paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to

influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;

5.3.2. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant;

5.3.3. using the Grant to petition for additional funding;

5.3.4. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;

5.3.5. input VAT reclaimable by the grant recipient from HMRC;

5.3.6. payments for activities of a political or exclusively religious nature;

5.4. Other examples of expenditure, which are prohibited, include the following:

5.4.1. contributions in kind;

5.4.2. interest payments or service charge payments for finance leases;

5.4.3. gifts;

5.4.4. statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;

5.4.5. payments for works or activities which the grant recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;

5.4.6. bad debts to related parties;

5.4.7. payments for unfair dismissal or other compensation;

5.4.8. depreciation, amortisation or impairment of assets owned by the Grant Recipient;

5.4.9. the acquisition or improvement of Assets by the Grant Recipient (unless the Grant is stated explicitly to be for capital use in the Grant Funding Letter); and

5.4.10. liabilities incurred before the commencement of the Agreement unless agreed in writing by the Authority.

6. ANNUAL GRANT REVIEW

6.1. The Authority will review the Grant annually. The Authority will take into account the Grant Recipient's delivery of the Funded Activities against the agreed outputs set out in Annex 6 of these Conditions by the Grant Recipient in accordance with paragraph 7.1.2 of these Conditions.

6.2. Each annual review may result in the Authority deciding that (for example a non-exclusive list includes):

6.2.1. the Funded Activities and the Grant Funding Agreement should continue in line with existing plans;

6.2.2. there should be an increase or decrease in the Grant for the subsequent Financial Year;

6.2.3. the outputs should be re-defined and agreed;

6.2.4. the Grant Recipient should provide the Authority with a draft Remedial Action Plan setting out the steps the Grant Recipient will take to improve delivery of the Funded Activities;

6.2.5. the Authority should recover any Unspent Monies;

6.2.6. the Grant be terminated in accordance with paragraph 26.11 of these Conditions.

- 6.3. If the Grant Recipient is required to submit a draft Remedial Action Plan in accordance with paragraph 6.2.4 the Remedial Action Plan process set out in paragraph 26.4 to 26.10 shall apply.
- 6.4. The Grant Recipient may make representations to the Authority regarding the Authority's decision made in accordance with paragraph 6.2. The Authority is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Authority's absolute discretion.
- 6.5. The Recipient may make representations to the Authority regarding the Authority's decision made in accordance with paragraph 6.2. The Authority is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Authority's absolute discretion.

7. MONITORING AND REPORTING

7.1. The Grant Recipient shall:

- 7.1.1. closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.
- 7.1.2. provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time; so the Authority may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement
- 7.1.3. provide the Authority with, on request, a report on:
 - 7.1.3.1. the progress made towards achieving the agreed Outputs and the defined longer-term Outcomes set out in Annex 6 of these Conditions. Where possible, the report will quantify what has been achieved by reference to the Funded Activities' targets; and
 - 7.1.3.2. if relevant, provide details of any Assets either acquired or improved using the Grant.
- 7.1.4. allow any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period;
- 7.1.5. record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for, and
- 7.1.6. notify the Authority as soon as reasonably practicable of:
 - 7.1.6.1. any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
 - 7.1.6.2. actual or potential variations to the Eligible Expenditure set out in Annex 5 of these Conditions and/or any event which materially affects the continued accuracy of such information.

- 7.2. The Grant Recipient represents and undertakes (and shall repeat such representations and undertakings on delivery of its annual report:
- 7.2.1. that the reports and information it gives pursuant to this paragraph 7 are accurate;
 - 7.2.2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
 - 7.2.3. that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

8. AUDITING AND ASSURANCE

- 8.1. Within 6 months of the end of the Financial Year the Grant Recipient will provide (upon request) the Authority with independent assurance that the Grant has been used for delivery of the Funded Activities. To satisfy this requirement the Grant Recipient will provide a statement showing that the Grant has been certified by an independent and appropriately qualified auditor. Accompanied by the Grant Recipient's annual audited accounts.
- 8.2. The Authority may, at any time during and up to [2 years] years after the end of the Funding Period, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority or its Representatives access, as required, to all Funded Activities sites and relevant records. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors.
- 8.3. If the Authority requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Agreement, the Grant Recipient will, within 5 Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.
- 8.4. The Grant Recipient shall:
- 8.4.1. identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and
 - 8.4.2. maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.

Retention of documents

- 8.5. The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure; income generated by the Funded Activities during the Funding Period for 2 years from the end of the Funding Period.
- 8.6. The Grant Recipient shall ensure that all its contractors retain each record, item of data and document relating to the Funded Activities for 2 years from the end of the Funding Period.
- 8.7. The Grant Recipient will promptly provide revised forecasts of income and expenditure:
- 8.7.1. when these forecasts increase or decrease by more than 20% of the original expenditure forecasts; and/or
 - 8.7.2. at the request of the Authority.

9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY

- 9.1. The Grant Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption.
- 9.2. The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.
- 9.3. All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the Authority as soon as they are identified. The Grant Recipient shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation. The Authority may however request that the matter referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.
- 9.4. The Authority will have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what it actually proven.
- 9.5. The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.
- 9.6. For the purposes of paragraph 9.4 “financial irregularity” includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Agreement. The Grant Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

10. CONFLICTS OF INTEREST

- 10.1. Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Agreement.
- 10.2. The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

11. CONFIDENTIALITY

- 11.1. Except to the extent set out in this paragraph 11 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.
- 11.2. The Grant Recipient gives its consent for the Authority to publish the Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the

Authority or the Grant Recipient redacted), including from time to time agreed changes to the Agreement.

11.3. Nothing in this paragraph 11 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:

11.3.1. for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;

11.3.2. to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate; or

11.3.3. where disclosure is required by Law.

11.4. Nothing in this paragraph 11 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's IPR.

12. TRANSPARENCY

12.1. The Authority and the Grant Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Agreement is not confidential.

13. STATUTORY DUTIES

13.1. The Grant Recipient shall comply with its obligations under the Law including but not limited to the information Acts and the HRA.

13.2. Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts.

13.3. On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.

13.4. The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Agreement without consulting the Grant Recipient.

13.5. The Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Agreement, the Authority will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

14. DATA PROTECTION AND PUBLIC PROCUREMENT

Data Protection

- 14.1. The Grant Recipient will comply at all times with its obligations under Data Protection Legislation.
- 14.2. To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of the Agreement, the Parties accept that they are each a separate independent Controller in respect of such Personal Data. Each Party:
- (i) shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;
 - (ii) will be individually and separately responsible for its own compliance; and
 - (iii) do not and will not Process any Personal Data as Joint Controllers.
- 14.3. Each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation.
- 14.4. The Grant Recipient shall ensure that its systems processing children's data and connecting to the Youth Justice Application Framework will meet the Government Minimum Cyber Security Standard¹.

Public Procurement

- 14.5. The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities will adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- 14.6. Where the Grant Recipient is a Contracting Authority the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Agreement and the Authority shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.

15. NOT USED

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. Intellectual Property in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 16.2. The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Funded Activities and other projects.

¹ <https://www.gov.uk/government/publications/the-minimum-cyber-security-standard>

- 16.3. Ownership of Third Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 16.4. The Grant Recipient must ensure that they have obtained the relevant agreement from the Third Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third Party software.

17. ENVIRONMENTAL REQUIREMENTS

- 17.1. The Grant Recipient shall perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 17.2. The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 17.3. The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

18. ASSETS

Inventory of the Assets

- 18.1. The Grant Recipient must keep a register of all Fixed Assets acquired or improved. at a cost exceeding £10,000, wholly or partly using the Grant provided under the Agreement. Where the cost of purchasing or improving the Fixed Assets is less than £10,000 authorisation is not required, but the Asset should be recorded on the fixed asset register.
- 18.2. Assets purchased with Grant funding must only be used for delivery of the Funded Activities.
- 18.3. For each entry in the register the following particulars must be shown where appropriate:
 - 18.3.1. date of acquisition or improvement;
 - 18.3.2. description of the Asset;
 - 18.3.3. cost, net of recoverable VAT;
 - 18.3.4. location of the Asset;
 - 18.3.5. serial or identification numbers;
 - 18.3.6. location of the title deeds;
 - 18.3.7. date of any Disposal;
 - 18.3.8. depreciation/amortisation policy applied;

18.3.9. proceeds of any Disposal net of VAT; and

18.3.10. the identity of any person to whom the Asset has been transferred or sold.

18.4. The Authority reserves the right to require the Grant Recipient to maintain the above particulars as set out in paragraphs 18.3.1-18.3.10 for any additional items which the Authority considers material to the Grant.

Disposal of Asset

18.5. Where the Grant Recipient uses any of the Grant to develop, improve or purchase any Assets, the Grant Recipient must ensure that the Assets are maintained in good condition over the Asset Owning Period.

18.6. Assets purchased or improved using the Grant shall be owned by the Authority until ownership is transferred disposed or is otherwise agreed in writing by the Authority. The Authority reserves the right to determine the outcome of any Asset created as a result of the Funded Activities or purchased with the Grant.

18.7. The Grant Recipient must not dispose of any Assets that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Grant without the prior written consent of the Authority. If the Authority grants consent to the Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the Authority.

18.8. If the Grant Recipient disposes of any Asset without the prior written consent of the Authority, the Grant Recipient must use all reasonable endeavours to achieve the market price for the Assets and must pay to the Authority a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Assets that was funded by the Grant, provided that the Authority may at its discretion allow the Grant Recipient to keep all or a part of the relevant proceeds where:

18.8.1. the sale of the Assets takes place after the end of the Asset Owning Period;

18.8.2. the proceeds of sale are to be applied directly to the purchase by the Grant Recipient of assets that are equivalent to or replacements for the Assets; or

18.8.3. the Authority is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Funded Activities.

18.9. The Grant Recipient shall hold the proceeds from the Disposal of any Asset on trust for the Authority.

Charging of any Asset

18.10. The Grant Recipient shall not create any charge, legal mortgage, debenture or lien over any Asset without the prior written consent of the Authority.

19. INSURANCE

19.1. The Grant Recipient will during the term of the Funding Period and for one year after termination or expiry of these Conditions, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Grant Funding Agreement.

- 19.2. The Grant Recipient will upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

20. ASSIGNMENT

- 20.1. The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.
- 20.2. Any approval given by the Authority will be subject to a condition that the Grant Recipient has first entered into an Agreement, authorised by the Authority, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.

21. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY

- 21.1. The Grant Recipient must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant.
- 21.2. The Grant Recipient should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objective to secure value for money.

22. LOSSES, GIFTS AND SPECIAL PAYMENTS

- 22.1. The Grant Recipient must obtain prior written consent from the Authority before:
- 22.1.1. writing off any debts or liabilities;
 - 22.1.2. offering to make any Special Payments; and
 - 22.1.3. giving any gifts
- in connection with the Agreement.
- 22.2. The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

23. BORROWING

- 23.1. In accordance with paragraph 18.10 and this paragraph 23, the Grant Recipient must obtain prior written consent from the Authority before:
- 23.1.1. borrowing or lending money from any source in connection with the Agreement; and
 - 23.1.2. giving any guarantee, indemnities or letters of comfort that relate to the Agreement or have any impact on the Grant Recipient's ability to deliver the Funded Activities.

24. PUBLICITY

- 24.1. The Grant Recipient gives consents to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the

Grant Recipient's initial grant application or any monitoring reports submitted to the Authority in accordance with paragraph 7.1.2.

- 24.2. The Grant Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.
- 24.3. The Authority consents to the Grant Recipient carrying out any reasonable publicity about the Grant and the Funded Activities as required, from time to time.
- 24.4. Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must feature the Authority's logo. If a Third Party wishes to use the Authority's logo, the Grant Recipient must first seek permission from the Authority.
- 24.5. The Grant Recipient will acknowledge the support of the Authority in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by the Authority) will include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 24.6. In using the Authority's name and logo, the Grant Recipient will comply with all reasonable branding guidelines issued by the Authority from time to time.

25. CHANGES TO THE AUTHORITY'S REQUIREMENTS

- 25.1. The Authority will notify the Grant Recipient of any changes to their activities which are supported by the Grant.
- 25.2. The Grant Recipient will accommodate any changes to the Authority's needs and requirements under these Conditions.

26. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION

Events of Default

- 26.1. The Authority may exercise its rights set out in paragraph 26.3 if any of the following events occur:
 - 26.1.1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities;
 - 26.1.2. the Grant Recipient fails to comply with its obligations under the Agreement in a way which is material in the opinion of the Authority;
 - 26.1.3. where delivery of the Funded Activities do not start within 3 months of the Commencement Date and the Grant Recipient fails to provide the Authority with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities shall start with the Authority;
 - 26.1.4. the Grant Recipient uses the Grant for Ineligible Expenditure;
 - 26.1.5. the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and in particular, with meeting the outputs set out in Annex 6;

- 26.1.6. the Grant Recipient fails to:
- (i) submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to paragraph 26.3.4; or
 - (ii) improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
- 26.1.7. the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
- 26.1.8. the Grant Recipient fails to declare Duplicate Funding;
- 26.1.9. the Grant Recipient fails to declare any Match Funding in accordance with paragraph 4.7;
- 26.1.10. the Grant Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
- 26.1.11. the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in its grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;
- 26.1.12. the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as it becomes aware of it;
- 26.1.13. the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
- (i) acted dishonestly or negligently at any time during the term of the Agreement and to the detriment of the Authority;
 - (ii) taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
 - (iii) transferred, assigns or novates the Grant to any Third Party without the Authority's consent; or
 - (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 26.1.14. the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 26.1.15. the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- 26.1.16. the Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph 31.1.2;

26.1.17. the Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:

26.1.18. will be materially detrimental to the Funded Activities;

26.1.19. the new body corporate cannot continue to receive the Grant because they do not meet the Eligibility Criteria used to award the Grant to the Grant Recipient;

26.1.20. the Authority believes that the Change of Control would raise national security concerns; and/or

26.1.21. the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.

26.2. Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall notify the Grant Recipient to that effect in writing, setting out any relevant details, of the failure to comply with these Conditions or pertaining the Event of Default, and details of any action that the Authority intends to take or has taken.

Rights reserved for the Authority in relation to an Event of Default

26.3. Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall take any one or more of the following actions:

26.3.1. suspend or terminate the payment of Grant for such period as the Authority shall determine;

26.3.2. reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient;

26.3.3. require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt;

26.3.4. give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraphs 26.4 to 26.10; and/or

26.3.5. terminate the Agreement.

Opportunity for the Grant Recipient to remedy an Event of Default

26.4. Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 26.3.4, the draft Remedial Action Plan shall be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.

26.5. The draft Remedial Action Plan shall set out:

26.5.1. full details of the Event of Default; and

26.5.2. the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.

26.6. On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Grant Recipient.

26.7. The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.

- 26.8. If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.
- 26.9. If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Agreement.
- 26.10. The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either paragraph 26.3.3 or 26.3.4 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

General Termination rights – Termination for Convenience

- 26.11. Notwithstanding the Authority's right to terminate the Agreement pursuant to paragraph 26.3.4, either Party may terminate the Agreement at any time by giving at least 3 months' written notice to the other Party.
- 26.12. If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Agreement and approved by the Authority as being required to finalise the Funded Activities) shall be returned to the Authority within 30 days of the date of receipt of a written notice of termination from the Authority.
- 26.13. If the Authority terminates the Agreement in accordance with paragraph 26.11 the Authority may pay the Grant Recipient's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs will be identified by the Grant Recipient and will be subject to the Grant Recipient demonstrating that it has taken adequate steps to mitigate its costs. The amount if any of reasonable costs payable will be determined solely by the Authority.
- 26.14. The Authority will not be liable to pay any of the Grant Recipient's costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

Change of Control

- 26.15. The Grant Recipient shall notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 26.16. The Grant Recipient shall ensure that any notification made pursuant to paragraph 26.15 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 26.17. Where the Grant Recipient has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under paragraph 26.15 shall include any changes to the consortium members as well as the lead Grant Recipient.
- 26.18. Following notification of a Change of Control the Authority shall be entitled to exercise its rights under paragraph 26.1 providing the Grant Recipient with notification of its proposed action in writing within one month of:

- (i) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
- (ii) where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

26.19. The Authority is not entitled to terminate where an approval was granted prior to the Change of Control.

27. EXIT PLAN

27.1. Where the Authority requires the Grant Recipient to prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Grant Recipient shall prepare the Exit Plan within 3 months of the signing of the Agreement and shall comply with the exit provisions set out in the Agreement.

28. DISPUTE RESOLUTION

28.1. The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Agreement.

28.2. All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminates the Agreement) shall be referred in the first instance to the Parties Representatives.

28.3. If the dispute cannot be resolved between the Parties Representatives within a maximum of three months, then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

29. LIMITATION OF LIABILITY

29.1. The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering/running the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the Authority, its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Agreement or its obligations to Third Parties.

29.2. Subject to this paragraph 29, the Authority's liability under the Agreement is limited to the amount of Grant outstanding.

29.3. Where the Recipient has employees to support the Funded Activities it should manage them efficiently to minimise its redundancy liabilities.

29.4. The Recipient shall not use the Grant to pay redundancy costs:

- (i) in excess of its statutory redundancy liabilities; or
- (ii) for any period of employment prior to an employee's involvement in the Funded Activities.

30. VAT

- 30.1. If VAT is held to be chargeable in respect of the Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.
- 30.2. All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Grant Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

31. CODE OF CONDUCT FOR GRANT RECIPIENTS

31.1. The Grant Recipient:

- 31.1.1. acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct;
- 31.1.2. shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
- 31.1.3. acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and/or taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraph 26.1.16.

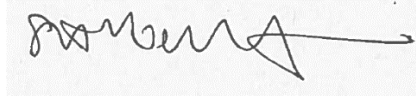
32. NOTICES

- 32.1. All notices and other communications in relation to the Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

33. GOVERNING LAW

33.1. The Agreement is governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

SIGNED by:




.....
Steph Roberts-Bibby
Interim Chief Executive
for and on behalf of the
Youth Justice Board for England and Wales
Date: 20/07/2023

RECIPIENT

We agree to the Youth Justice Board’s Terms and Conditions for the period 1st April 2023 to 31st March 2024 for the grant to be made to the local authority.

Please insert in the box below the name of the Local Authority with responsibilities for the Youth Justice Service (YJS) ² :
City of York Council

Youth Justice Service Manager

E-signature or signature: 
Print Name: Sara Orton
For and on behalf of: York Youth Justice Service
Email: sara.orton@york.gov.uk
Date: 18/08/2023

Local Authority Chief Financial Officer (S151)

E-signature or signature:
Print Name:
For and on behalf of:
Email:
Date:

- Save this file using your **YJS name** as the file name.
- To be emailed before **4 August 2023** to YJBGrants@yjb.gov.uk
- Please ensure **all signatories are copied in the email** before submitting to YJB.

² The statutory definition of a local youth justice service is contained in the Crime and Disorder Act 1998. In statute these are known as youth offending teams (YOTs). However, as services have evolved, they have become known by different names. We use the term youth justice services (YJSs) to acknowledge the evolution of services in all their guises and to move away from the stigmatising language of ‘offending’.



ANNEX 1 – GRANT FUNDING LETTER

Youth Justice Board for England and Wales
Clive House, 70 Petty France, London SW1H 9EX
enquiries@yjb.gov.uk
www.justice.gov.uk/youth-justice

Chair of the YJ Management Board
Head of Youth Justice Service

Youth Justice Service: **XXX**
Local Authority: **XXX**

Letter sent via email

Date: 20 July 2023

Dear Colleague,

Re: 2023/24 Youth Justice Grant Award Letter

I would like to apologise for the lengthy delay in being able to advise you of your youth justice grant for the year 2023/24. I have now received my delegated budget from the Ministry of Justice. The YJB was delegated £92.5m for grants in 2023/2024, this is an increase of 4.5% from 2022/23.

We appreciate that you face significant inflationary pressures, as well as (in many parts of the country) an increase in both the volume and complexity of the children with whom you work. In determining its budget allocation to us, the Ministry of Justice had to take account of wider financial pressures facing the department and government. This increase in funding is an uplift on last year's funding which was, in turn, the largest for many years and is an acknowledgment of the challenging context in which you are delivering critical youth justice services.

Your youth justice grant allocation for 2023/24 is £XXXXXX

As a statutory duty, local authorities are required to submit an annual youth justice plan relating to their provision of youth justice services. This duty is also outlined as a requirement of the terms and conditions of grant. In order to facilitate our oversight and analysis of the plans, we requested services to complete their plans using the structure included in the guidance notes available in the [Youth Justice Plan Guidance](#)³ on gov.uk. The guidance notes include information on what to include in your plans and advice on how to complete the document.

Youth Justice Plans were required to be submitted to us via CBU@yjb.gov.uk. Thank you to those of you who have returned them to date, those who have not please e-mail your plan to

³ <https://www.gov.uk/government/publications/youth-justice-plans-guidance-for-youth-justice-services>

CBU@yjb.gov.uk, copying in your YJB lead to ensure swift payment of your Youth Justice Grant 2023/24. You are also required to submit your quarterly data submissions throughout 2023/24.

Now you are aware of your awarded grant for 2023/24 please send the signed terms and conditions of grant to yjbgrants@yjb.gov.uk by 04 August 2023.

The Youth Justice Board will continue to focus on frontline services alongside system-wide challenges. Over the last year we have reorganised ourselves so we can have an even greater impact on the youth justice system and improve outcomes for children. Our unique statutory responsibility in overseeing the operation of the youth justice system plays a vital role in making sure that children, and the services they receive, are on the right track and that where there are concerns, they are escalated and supported to improve.

Our business plan 2023/24 and strategic plan 2021-24

This year is the final year of our 2021-24 strategic plan and, so, in the coming year we will be preparing for the next iteration which will be published for 2024-27. We will be reviewing our current strategy, looking at the evidence and what we know from our monitoring of the youth justice system. Our Board will develop a strategic direction that reflects our statutory functions and our ambitions for children and the youth justice system.

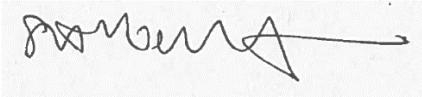
Our [business plan](#)⁴ was published in April 2023 and outlines our commitments for the coming year which will help us to have the greatest impact for children. This includes spending time in 2023-24 to embed our new way of working to strengthen our oversight and improve outcomes for children, ensuring our people have the skills and confidence they need to deliver and that our new systems give us the outcomes we intend. We have also made a commitment to becoming an anti-racist organisation by internally challenging our systems, policies and processes and working alongside external partners. Together with strengthening our oversight, we will also deliver some targeted pieces of work on four areas where the Board believes we can support constructive change. These areas of focus are courts, police, partnerships to reduce serious violence and exploitation and education.

We will continue to fund the remaining pathfinder projects in 2023/24 in order to deliver against the priorities set out in our strategic and business plan and will spend the rest of the year planning our approach to future targeted investment for 2024/25.

Once again, I would like to use this opportunity to recognise the exceptional work you, staff in youth justice services and broader children's services do, day in day out with children in and at risk of coming into the criminal justice system, thank you. We have continued to see low numbers of children entering the youth justice system, diverting them into mainstream services to ensure that they get the care and support they need to thrive. Whilst late, I hope that this letter brings you reassurance and demonstrates our unwavering dedication to supporting frontline youth justice services and acknowledging the vital work you are engaged in to prevent children offending and re-offending.

⁴ <https://www.gov.uk/government/publications/yjb-business-plan-2023-to-2024>

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Stephanie Roberts-Bibby', with a long horizontal stroke extending to the right.

Stephanie Roberts-Bibby
Interim Chief Executive
Youth Justice Board for England and Wales

E: Stephanie.Roberts-bibby1@yjb.gov.uk

CC: Local Authority Chief Financial Officer

CC: Alan Webster, Deputy Director, Youth Justice Policy, Ministry of Justice

ANNEX 2 –THE FUNDED ACTIVITIES

The principal aim of the funded activities is to prevent children offending and re-offending.

Activities should be delivered based on the best available practice-based evidence.

Governance and Leadership

Management boards must:

- Meet regularly with a minimum of 4 fully quorate meetings per year.⁵
- Review the YJS' performance and work together to address the needs of children.⁶
- As a minimum, consist of the statutory partner organisations required by legislation (police, health, probation and local authorities).
- Invite YJB representation to management board meetings and provide timely board papers.

Service Delivery

Service delivery must include:

- Delivery of the full range of youth justice services as specified in relevant legislation.⁷
- Adherence to [YJB case management guidance](#) to deliver services to children.
- Adherence to [Standards for children in the youth justice system](#) to deliver services to children.
- Compliance with audit requirements of these standards. These are currently completed triennially, and the next audit to take place 2023/24.
- Compliance with the additional oversight and support provided by the Authority, where performance concerns have been identified.
- Delivery of a Junior Attendance Centre (JAC) where a service receives funding for its delivery within their core grant allocation. Any underspend of this portion of the grant identified for JACS can be used for any other purpose provided for within the Agreement. However, JAC services must not be downgraded or restricted in order to create such an underspend.
- Use of AssetPlus as the mandated assessment tool for all statutory cases⁸

Data

Services must:

- Provide required performance data, as set out in the relevant [YJB Data Recording Requirements](#), and all key performance indicators must be submitted to the Authority quarterly.

⁵ [Youth justice service governance and leadership - GOV.UK \(www.gov.uk\)](#)

⁶ [Youth justice service governance and leadership - GOV.UK \(www.gov.uk\)](#)

⁷ [Crime and Disorder Act 1998 \(legislation.gov.uk\)](#) [Legal Aid, Sentencing and Punishment of Offenders Act 2012 \(legislation.gov.uk\)](#) [Police, Crime, Sentencing and Courts Act 2022 \(legislation.gov.uk\)](#)

⁸ Unless formally agreed to use an alternative tool

- Transfer data via the Connectivity framework, this includes all case management and AssetPlus data sets.
- Transfer confidential data between YJ Services and the YCS Placements Team via the Connectivity framework; both to ensure secure and timely transfer of information across the youth justice system and to support the safety and wellbeing of the child's entry to custody.
- Provide assurance that the systems processing children's data and connecting to the Connectivity service will meet the Government Minimum Cyber Security Standard⁹).

Reporting

Service are required to:

- Notify the Authority of all serious incidents, as set out in the [Serious Incidents Notification Guidance: Standard Operating Procedure for Youth Justice Services](#).
- Use local data/tools and the Authority's disproportionality toolkits¹⁰ to develop an action plan to address identified or anticipated disproportionality concerns.
- Prepare and submit to the Authority annually a Youth Justice Plan. The plan must be written following the [Guidance](#)¹¹ published by the Authority. The plan must be signed off by the chair of the management board.
- Publish Youth Justice Plans in line with relevant legislation¹² .

⁹ <https://www.gov.uk/government/publications/the-minimum-cyber-security-standard>

¹⁰ The YJB Disproportionality Toolkits are available on the [Youth Justice Application Framework \(YJAF\)](#)

¹¹ The YJB Youth Justice Plan Guidance is refreshed annually.

¹² [Crime and Disorder Act 1998 \(legislation.gov.uk\)](#)

ANNEX 3 – PAYMENT SCHEDULE

The Grant is paid to the Grant Recipient as one lump sum when all the "current year" compliances set out below have been met. The payment schedule runs from 01 September 2023 to 31 December 2023.

Payment will be made on condition that the following information will be provided by the timescale indicated. A failure to provide this information could result in the Authority requiring that the Grant payment be returned.

30 June 2023	Youth Justice Plan	Send to: CBU@yjb.gov.uk copied to your relevant Head of Region or Wales
4 August 2023	Submission of a signed Agreement (e-signatures are now acceptable) – an email submission to the Authority must be copied to other signatories and state explicitly that the other signatories have agreed to conditions.	Send to: YJBGrants@yjb.gov.uk
31 May 2023	Submission of the signed audit certificate for the previous year's Youth Justice Grant	Send to: YJBGrants@yjb.gov.uk
31 July 2023	Submission of the planned overall income and workforce data for the YJS through YJ application framework	Contact: InformationandAnalysis@yjb.gov.uk
As per Data Recording Requirements (DRR) ¹³	Submission of quarterly YJS case management and AssetPlus data via Connectivity	Contact: InformationandAnalysis@yjb.gov.uk
31 May 2024	Submission of the signed audit certificate for the Grant (current year)	Send to: YJBGrants@yjb.gov.uk

The Grant Recipient should contact their relevant YJB Head of Oversight (for their area) if it is experiencing any delay or difficulties with any of the above.

¹³ <https://www.gov.uk/government/publications/data-recording-requirements-for-youth-justice-services-in-england-and-wales>

ANNEX 4 – GRANT RECIPIENT’S BANK DETAILS

If this is a new setup or the bank details have changed recently from the previous year follow the instructions below.

Please note, the Grant will be paid to a **Local Authority Bank Account only**.

We require the following information on **letter headed** document (not an invoice), that cannot be edited:

Name of your Organisation

Your Address

DUNS number

Your Bank Name

Your Bank Branch

Bank Sort Code

**Your Bank Account Number
(8-digit number only)**

Bank Account Name

VAT number

Contact Name

Contact Telephone/Fax Number

Email address of Local Authority Finance Team

Thank you for your co-operation

Please email to: YJBGrants@yjb.gov.uk

ANNEX 5 – ELIGIBLE EXPENDITURE

The YJB currently provides a Youth Justice grant to local authority Youth Justice Services (YJS) for the delivery of youth justice services. This is the MoJ's contribution to front line service costs.

The Grant will be paid only in respect of Eligible Expenditure incurred by the Recipient to deliver the Funded Activities which aim to ***prevent children offending and re-offending***.

YJS will be required to clearly state within their annual Youth Justice Plan how the Grant will be spent which must be agreed by the Management Board and signed-off by the Chair. All services are provided with detailed guidance to inform preparation and against which plans will be assessed as complete.¹⁴

The Grant is intended to contribute directly to the functions of YJS including:

- Preparing pre-sentence reports
- Supervising children during their sentence
- Resettlement of children leaving custody
- Front-line work to reduce offending and re-offending
- Prevention - work to prevent children from offending and entering the youth justice system
- Support to children to gain improved access to further education and employment opportunities and providing IT
- Improving children's life skills with a view to building their resilience and independence away from offending choices
- Where applicable on Junior Attendance Centres

¹⁴ <https://www.gov.uk/government/publications/youth-justice-plans-guidance-for-youth-justice-services>

ANNEX 6 – AGREED MILESTONES, PERFORMANCE MEASURES & OUTCOMES

Milestones

The Grant supports the front-line delivery of essential youth justice services for children. The effectiveness of YJS has been a critical enabler to the significant reductions in the use of custody and the commensurate financial savings that have been achieved across the whole system. All activities should meet the principal aim to prevent children offending and re-offending

The outputs from the Grant are:

- The requirements in relation to governance and leadership
- The requirements as agreed on service delivery
- The requirements as agreed on data recording
- The requirements as agreed for reporting

Services should be delivered in line with standards for children in justice and utilising the latest case management guidance

Performance Measures & Outcomes

As an independent public body with responsibility for monitoring the youth justice system, the Authority gathers information and assess its effectiveness. It aims to form an expert view of how the system can prevent offending and deliver the best outcomes for children who offend and for victims of their crime.

The Authority's work is guided by a child first principle, which puts children at the forefront of all its work. It is committed to this principle given the growing evidence that the supportive and effective approach this offers children, and how it aims to prevent offending and reoffending. The Authority wants to fulfil its vision through ensuring that its work is targeted using the youth justice system aims that apply to the whole system. The outcomes will be to:

- Reduce the number of children in the youth justice system
- Reduce reoffending by children in the youth justice system
- Improve the safety and wellbeing of children in the youth justice system

Improve outcomes for children in the youth justice system

Youth justice plans

YJB practice guidance

March 2023

Context and legal framework	3
Child First	5
How to produce your plan	6
Youth justice planning process – what might it include?	6
Reflect and plan	6
Engage wider strategic partnerships	6
Youth justice plan structure	8
Introduction, vision and strategy	8
Child First	8
Voice of the child	8
Governance, leadership and partnership arrangements	9
Board Development	9
Progress on previous plan	9
Resources and services	10
Performance	10
National Key Performance Indicators:	10
Local Performance	11
Priorities	11
Children from groups which are over-represented	11
Prevention	12
Diversion	12
Education	12
Restorative approaches and victims	13
Serious violence and exploitation	13
Detention in police custody	13
Remands	13
Use of custody	13
Constructive resettlement	14
Standards for children in the justice system	14
Workforce Development	14
Evidence-based practice and innovation	14
Evaluation	15
Service development plan	15
Service development	15
Challenges, risks and issues	15
Sign off, submission and approval	15
Appendix 1: Staffing Structure	16
Appendix 2: Budget Costs and Contributions 2023/24	16
Summary outline of grant compliances	17

Context and legal framework

Local authorities have a statutory duty to submit an annual youth justice plan relating to their provision of youth justice services¹. Section 40 of the Crime and Disorder Act 1998 sets out the youth justice partnership's responsibilities in producing a plan. It states that it is the duty of each local authority, after consultation with the partner agencies, to formulate and implement an annual youth justice plan, setting out how youth justice services in their area are to be provided and funded, how they will operate, and what functions will be carried out.

The plan should equally address the functions assigned to a youth justice service, including how services will prevent offending behaviour and reduce reoffending².

Whilst these statutory requirements state the minimum information required within the youth justice plan, this guidance sets out further considerations for partnerships on both the content and structure of your youth justice plan; and asks for reflection on how the service takes a strength-based approach towards delivering a Child First justice system.

Annual youth justice plans are an opportunity to review performance and developments over a single year period and plan for the next year. This allows services to be able to respond to any changes that have taken place in the previous year, including new legislation, demographic changes, delivery of key performance indicators, and developments in service delivery. The planning and production of a youth justice plan is beneficial to partnership working and service delivery to ensure the best outcomes for children.

The YJB recommends that partnerships engage their YJB leads in reviewing the content of plans and seek timely feedback before formal submission.

Youth justice plans for 2023/24 should be submitted using the headings set out in the '[Youth Justice Plan Structure](#)' section below. The data and information contained within the plan is used by the YJB as an intelligence source to provide support to the sector through our oversight function. Analysis of the information identifies good performance and can provide focus on regional and national themes.

We recognise that local areas will have their own governance arrangements in place. We encourage the practice for plans to be developed in consultation with children and their families, staff and volunteers, statutory and non-statutory partnership organisations and board members.

¹ The statutory definition of a local youth justice service is contained in the Crime and Disorder Act 1998. In statute these are known as youth offending teams. However, as services have evolved, they have become known by different names. We use the term youth justice services (YJSs) to acknowledge the evolution of services in all their guises and to move away from the stigmatising language of 'offending'.

² [Crime and Disorder Act 1998, \(Section 40\)](#) (3)(a)(b).

The plan must be submitted to the YJB by **30 June 2023** to ensure timely payment of your Youth Justice Grant 2023/24, you can submit prior to this date if you wish. Please e-mail your plan to CBU@yjb.gov.uk, copying in your YJB lead.

Youth justice plans, in England only, must be signed off by the full council in accordance with Regulation 4 of the 'Local Authorities (Functions and Responsibilities) (England) Regulations 2000'. This regulation does not apply to Wales.

If you have not been able to achieve full sign off by the 30 June 2023, your plan can be submitted with the approval of the Board Chair with confirmation of full sign off submitted at a later date. The 'sign off' by the Chair is an indication that the wider management board have approved the submitted plan and **all sections outlined in the [Youth Justice Plan Structure](#) have been covered.**

There is a requirement on youth justice services to publish their youth justice plan³.

At the end of this document is a [summary outline of grant requirements against terms and conditions](#) to support services understanding of minimum compliances.

³ [The requirement is set out in the Crime and Disorder Act 1998 \(section 40\) \(4\).](#)

Child First

You will be aware that the Youth Justice Board's (YJB) vision is of a Child First youth justice system, which we define as a system where all services:

- Prioritise the best interests of children and recognising their particular needs, capacities, rights and potential. All work is child-focused, developmentally informed, acknowledges structural barriers and meets responsibilities towards children.
- Promote children's individual strengths and capacities to develop their pro-social identity for sustainable desistance, leading to safer communities and fewer victims. All work is constructive and future-focused, built on supportive relationships that empower children to fulfil their potential and make positive contributions to society.
- Encourage children's active participation, engagement and wider social inclusion. All work is a meaningful collaboration with children and their carers.
- Promote a childhood removed from the justice system, using pre-emptive prevention, diversion and minimal intervention. All work minimises criminogenic stigma from contact with the system.

We are satisfied that the evidence supports this as the best approach to achieve better child outcomes. [A guide to Child First](#), alongside further information and tools, is available within the [Youth Justice Resource Hub](#).

The content of plans should reflect your activity in working to achieve the above vision.

How to produce your plan

Your [youth justice management board](#) should govern and own the process of producing the local youth justice plan; it is their opportunity to collectively shape the direction of the delivery of youth justice so that it best meets the needs of the locality, children, families, victims and communities. Opportunities for wider participation, significantly where children and their families can themselves shape and influence the delivery of your service, are also strongly encouraged.

Youth justice planning process – what might it include?

The management board (led by the Chair) should take the lead for planning and should include the following:

Reflect and plan

- Look back and learn from the past to recognise achievements and consider plans based on what is known now as well as looking to the future.
- Consider current performance, including performance data against local and national indicators over the previous 12 months, self-assessment against the [standards for children in the youth justice system](#) and other existing improvement plans.
- Identify and understand the needs of children in the justice system and the priorities needed to support good outcomes.
- Consider the key risks, issues and challenges, as well as key milestones.
- Involve input from children, their families and carers, enabling the voice of the child and user feedback and participation.
- Consult with staff and volunteers, particularly regarding improvements to service delivery and identifying learning and development needs of the workforce to support performance improvement and better outcomes.

Engage wider strategic partnerships

- Consider the regional and national context in which the partnership is operating. For example, 'what is the strategy and vision of key stakeholders within which the youth justice plan will 'sit'?'
- Take on board relevant wider strategic plans, (including perhaps your Police and Crime Plan, local authority plans (Children and Young People Plan for example), Violence Reduction Unit/Community Safety Partnership/Local Criminal Justice Board/Public Health Plans).
- Share with wider strategic partners who have not been involved in the development of the plan for feedback and amendments.

Youth justice services (YJSs) are asked to ensure that the information contained is clear and succinct so it is accessible to local residents and children.

Plans will cover both strategic and operational elements. The wider strategic picture should be captured, whilst also outlining the key business activities that will be undertaken by services to achieve wider strategic aims.

The plan should seek to include all services that contribute to the prevention of offending behaviour of children in their local area, as well as describing how the YJS itself operates and what functions it will carry out. This can be achieved through descriptions of operational partnership approaches across a local area, and the strategic links that underpin them.

The youth justice plan should set out the direction and strategy of youth justice services, describing how in particular, quality services will be provided to ensure positive outcomes for children and improvements in performance.

It is important to understand the needs and diversity of the local children's population, to devise and deliver appropriate individual and personalised services. The youth justice plan should contain information on the needs of children in the local area, including:

- an overview of offences by children, including a breakdown by sex, age, ethnicity, looked after status, types of offences
- how the needs of your cohort have been assessed to inform delivery decisions.

When sharing information, it is important to be mindful of the legal requirements of data sharing and ensure that no children are identifiable by the information that is being provided.

Youth justice plan structure

To aid youth justice partnerships in the production of the youth justice plan, commentary against the structure has been provided below.

Please use this structure as your template, ensuring each section is covered in your plan.

Introduction, vision and strategy

A foreword or statement introducing the plan from the Chair, or a senior representative of the local authority, confirming that the plan has been developed and agreed with youth justice partners and offers evidence of governance of the plan.

You may wish to provide information about the local context of both the service and local delivery environment. This can include information about the known demographics of the local population or any issues and concerns that impact on children in maximising their potential such as ethnicity, poverty and social deprivation, and children who have experienced care.

Child First

The YJB is committed to ensuring that we understand and promote across the youth justice system what the evidence tells us works best with children. Our focus on the principle of [Child First](#) is routed in this commitment. This section should be used to demonstrate how the partnership has achieved implementing the four tenets of the Child First principles into practical service delivery. However, the principle of Child First is not limited to this section and the plan should also demonstrate how this ethos is woven throughout other elements of service delivery. You may wish to use case examples.

Voice of the child⁴

The youth justice plan should include information on how the partnership works collaboratively with the child and how their voice is heard. This section should include:

- what has been done with that information or feedback
- any tangible examples of how feedback from children has been used to make changes in service delivery
- information about the process undertaken to gather the feedback, and how that is analysed for service development.

⁴ [Participation in Practice and Co-creation Project - Peer Power Project \(July 2021\) - Youth Justice Resource Hub \(yjresourcehub.uk\)](#)

You may wish to include individual quotes from children and their families and carers.

Governance, leadership and partnership arrangements

This section should provide an overview of how the partnership is meeting statutory requirements for the oversight of youth justice services.

An account of the local governance arrangements for youth justice services (YJSs) should be included, outlining how the youth justice management board links in with other partnership and local governance arrangements with relevant oversight responsibilities and shared aims.

A description of the partnership arrangements, at both an operational and strategic level, that contribute to support for children in the justice system should be outlined. As a multi-agency partnership, YJSs must contain specialists, or access to specialist provision for children being supervised, this includes the police, health, education, social work and probation as a minimum. A description of operational partnerships should include confirmation that this is the case. This should also include details of the relevant partnership provision, in staffing, financial contribution and how those arrangements work in practice, in addition to describing the workforce available to deliver statutory youth justice work. This section should include information on:

- Where the service is located within the local authority, or otherwise, and the rationale.
- The seniority of the YJS Head of Service role, including any other lead responsibilities.
- The full staffing structure showing details of the staff roles in the YJS and the reporting arrangements for the Head of Service should be included as an appendix within the plan. A separate table should also be included as an appendix recording the ethnicity, sex and known disability of staff.

Board development

The YJB expects local management boards to take responsibility for all aspects of youth justice service governance; to lead strategically across relevant partners and to ensure a high-quality service is provided to all children. In 2021 the YJB provided updated guidance on [youth justice service governance and leadership](#) to support this. Your youth justice plan should set out what are the plans for partnership improvements and board development.

Progress on previous plan

This section should include a commentary on performance on the key activities identified in the previous plan. Information should be provided on what activities and objectives were achieved in the preceding year. Progress should be reported on those actions that are still outstanding, or partially achieved. Any barriers to the successful completion of activities should be identified, and if still appropriate, what actions are planned to mitigate or overcome any barriers to achievement.

Resources and services

Your youth justice plan will need to provide assurance that the youth justice core grant will be used appropriately (as described in the Terms and Condition of Grant).

In this section you are required to include details of:

- how the youth justice core grant will be used
- partnership resources that contribute to the aims and expected outcomes of the plan, adding Table B5: Budget Costs and Contributions 2023/24 as an appendix if available (please refer to the [YJB Data Recording Requirements for Youth Justice Services in England and Wales 2023/2024](#)).

A description of effective and efficient use of resources should be linked to performance and outcome measures set out in the plan. e.g.

'we use our grant, partner contributions and available resources to deliver these services and we believe they produce the following benefits and outcomes. Our performance will be improved in 2023/24 by.....'

Performance

This section should contain a summary of key performance targets, describing what current performance looks like, what has contributed to good or poor performance, and what the partnership is aiming for in the future.

National key performance indicators:

Performance against the nationally measured targets should be captured in the plan (please refer to the [YJB Data Recording Requirements for Youth Justice Services in England and Wales 2023/2024](#)).

Existing key performance indicators:

Please provide a narrative on each of the indicators, providing supporting data, and demonstrate how the service are reducing:

- binary reoffending rate
- frequency of reoffending
- first time entrants
- use of custody.

Welsh YJSs should include their performance in relation to the Welsh Key Performance Indicators in this section and also include any information, and data if available, relating to the Welsh Blueprint.

Additional Key Performance Indicators (from April 2023):

It is a requirement of the service to report on the following [new key performance indicators](#) from April 2023, with the first submission due July 2023. We understand this information may not be obtainable at the time of submitting your plan but where possible please provide a narrative on each of the new indicators explaining the current position, any foreseen risks and challenges

and what actions are planned to address performance. Include any supporting data if available:

- suitable accommodation
- education, training and employment
- special educational needs and disabilities/additional learning needs
- mental health care and emotional wellbeing
- substance misuse
- out-of-court disposals
- links to wider services
- management board attendance
- serious violence
- victims.

Local performance

Local performance targets are encouraged, and local data to measure these targets are also welcomed as a useful way of overcoming the challenges to delays in national data. This can include any local targets that aim to improve the outcomes for children.

Priorities

We would be keen to understand how your youth justice plan addresses the following priorities:

Children from groups which are over-represented

Children from a range of backgrounds are over-represented in the youth justice system. Your youth justice plan should offer commentary on any data or intelligence you have about children who may be over-represented in the youth justice system in your area.

Nationally it is known that Black and Mixed ethnicity boys are over-represented and the recent [HMIP thematic report](#) made a number of recommendations for local authorities, YJS partnerships and YJS managers in relation to these children. Commentary on how the service has responded to these recommendations can be included here.

However, it is not only Black and Mixed ethnicity children that are over-represented, and the YJS should know and respond to any local concerns about all children from over-represented groups. This includes but is not limited to children known to social care services, children excluded from school and Gypsy, Roma and Traveller children.

There should be an analysis of any data that identifies all children from over-represented groups, and an outline of what plans are in place to address this, and what has been delivered for these children. Tackling over-representation should be a concern across the partnership, therefore this should not be limited to the activities of the YJS and can include wider activities led by other partners.

If there is no data to indicate any groups of children are over-represented, this should be acknowledged.

Whilst there are fewer girls in the youth justice system, they do have a specific set of needs, and services should be adapted to meet the needs of the girls supervised by the service. If there are specific services or programmes that have been developed for girls, this should be included in this section.

Prevention⁵

Many partnerships are delivering early and/or targeted prevention work with children (together with their families/carers) who may be displaying behaviours associated with offending, antisocial behaviour, or vulnerability in order to safeguard children and promote positive outcomes to stop them entering the justice system.

This section can be used to set out the strategy and processes in place for prevention across the partnership. It should include how children are identified for prevention, how the service is delivered, by whom and how success is evaluated. Please provide practice examples and supporting data where available.

Diversion⁵

Many partnerships are delivering diversion work with children (together with their families/carers) who have committed an offence(s) to support them to avoid a criminal record and escalation into the justice system.

This section can be used to set out the strategy and processes in place for diversion. If not already provided within the key performance section, please include how children are identified for diversion, how the service is delivered, by whom, how success is evaluated and what scrutiny is in place. Please provide any practice examples and additional supporting data.

In both prevention and diversion, it is recognised that some of this work may be delivered outside the YJS; this activity should be included in these sections.

Education

From April 2023, YJSs will be required to submit performance data on:

- education, training and employment
- special educational needs and disabilities/additional learning needs.

If not previously covered, please provide further details of how the partnership is working to ensure all children known to the service are having their education needs met. This should include information of the education staffing provision in the service, and how this links with other partnership arrangements, such as voluntary sector organisations, academy trusts and the local authority and links to education representation on the board.

⁵ [Final Report: Prevention and Diversion Project – Youth Justice Board for England and Wales \(February 2023\) - Youth Justice Resource Hub \(yjresourcehub.uk\)](#)

Please provide supporting information for children who are not receiving their education entitlement, how many are excluded, on part time timetables or electively home educated. This data should be analysed to identify any disproportionality and care status of the child.

Restorative approaches and victims

Restorative approaches empower victims and gives them a voice in the criminal justice process, helping them to move on with their lives. Victims should be considered when planning for their safety and there should also be consideration of the child's past experience of being a victim and any potential future concern. Restorative approaches can also help children move forwards and draw a line under past events.

From April 2023, 'Victims' will become a key performance indicator. In this section please provide any supporting information that has not included in the Key Performance Indicator section above.

Serious violence and exploitation

Services are invited to provide a local picture on serious violence and exploitation according to the [Home Office Serious Violence Duty](#) (December 2022). This should include any strategic links to wider partnership arrangements and learnings from past [serious incidents](#).

Please comment on partnership work to address child criminal exploitation, including the service's interaction with the National Referral Mechanism or equivalent local arrangements. Any work being completed as a result of, or to prevent, radicalisation or extremist activity should be included in this section.

Whilst not applicable to all children who are subject to release under investigation (RUI) arrangements, a number of these investigations will relate to serious violence. This section should address what work is being completed across the partnership in relation to children subject to RUI.

Detention in police custody

Please provide information on children who are detained in custody, including how the service have addressed any local challenges, compliance with the [Police and Criminal Evidence Act 1984 \(PACE\)](#) and any examples of good practice. Include information around appropriate adult arrangements in your area, such as who provides the service, any local processes and the support of the Emergency Duty Team.

Remands

Children subject to remands to local authority accommodation and children subject to remands to 'Youth Detention Accommodation' should be covered in this section, and if data is available this should be included. Information should be included on any strategic plans being delivered across the partnership to reduce the use of remands.

Use of custody

The use of custody has decreased significantly over the past ten years and this is rightly a success in the youth justice system. When children do go to custody it can have a damaging effect on their lives, disrupting education and straining family relationships. Children in custody are likely to be amongst the most

complex and vulnerable children in society. Therefore, even in services where custody rates are low, reference should be made to strategic planning, including work across the partnership for these children and any analysis completed on their needs.

Constructive resettlement

Children leaving custody often face particular challenges in relation to suitable accommodation and this section can include what work the partnership has achieved in implementing the principles of constructive resettlement in practice, maximising where possible the use of temporary release and how they plan to implement the constructive resettlement approach in the future. Case examples can be included.

Standards for children in the justice system

Your youth justice plan should include Information on:

- the findings from your most recent [standards](#) for children in justice self-assessments
- actions completed to address gaps found in internal audits
- progress to date against your standards for children in justice action plan
- planned activity for the coming year.

Workforce Development

Please provide information on what activity will take place for workforce in 2023/24. Include an analysis of the workforce development needs of the staff in the service and the plans to deliver training and development over the next year. Provide details on any training or development that have been delivered in the past year and how this has impacted on service delivery.

Identify ways in which the workforce is supported, providing specific examples for promotion of the resilience and wellbeing for staff such as clinical supervision, peer to peer mentoring, etc.

Evidence-based practice and innovation

The purpose of evidence-based practice and innovation is to promote effective practices which achieve positive outcomes for children. This includes systems, ways of working or specific interventions which are based on the best available research, are child focused and developmentally informed.

In addition, examples where there is *emerging practice or innovation* should be included in this section. This can include practice that has been developed in response to the specific needs of a group of children, for example younger children, children with refugee experience, or practice in response to a theme, need or behaviour. This could include responses to support prevention and diversion, build strengths, re-engaging children in services, or systems approaches to ensure good communication.

Evaluation

In this section examples of practice should be included that meet the definition of evidence-based practice. If there has been any evaluation, either in-house, or externally validated, this should also be included.

Examples of practice can include small changes, as well as larger projects.

Service development plan

It is important during the preparation of your youth justice plan that you consider and capture detail around the following:

Service development

What key activities and outcomes for children are needed and how they will be delivered. You should consider:

- What benefits will be delivered and what success will look like?
- What support is needed?
- Will [sector support](#) be used?
- How the [YJB Strategic Plan 2021-24](#) will influence your local plan?

As part of this consideration, your youth justice plan must present progress against key findings from any relevant local inspection action plans, HMI Probation thematics, serious incident review or learning exercises that have taken place in the last 18 months.

Challenges, risks and issues

This section should include:

- an outline of current challenges, risks and issues to local youth justice services
- what actions are being taken to address existing issues and challenges
- what proposed action may be needed to address potential risks should they emerge.

Sign off, submission and approval

Youth justice plans can be submitted to the YJB at any point, but we request that approved plans are submitted by **30 June 2023** at the latest.

Youth justice plans, in England only, must be signed off by the full council in accordance with 'Regulation 4 of the Local Authorities (Functions and Responsibilities) (England) Regulations 2000'. This regulation does not apply to Wales.

If you have not been able to achieve full sign off by the 30 June 2023, your plan can be submitted with the approval of the Board Chair with confirmation of full sign off submitted at a later date. The 'sign off' by the Chair is an indication that the wider management board have approved the submitted plan and **all sections outlined in the [Youth Justice Plan Structure](#) have been covered.**

To submit your youth justice plan you should e-mail CBU@yjb.gov.uk and copy in your YJB lead.

The YJB lead covering your region/Wales are available to review and consult on locally approved plans. Should feedback from them be sought, we advise consultation on a draft version take place as early as possible and before formal submission.

While the YJB provides grant to local areas, it is neither a signatory to the plan nor directly responsible for its contents. Consequently, neither the YJB nor the Ministry of Justice logo should appear on the document.

Appendix 1: Staffing Structure

The full staffing structure showing details of the staff roles in the YJS and the reporting arrangements for the Head of Service should be included as an appendix within the plan. A separate table should also be included as an appendix recording the ethnicity, sex and known disability of staff.

Appendix 2: Budget Costs and Contributions 2023/24

Budget Costs and Contributions 2023/24 as an appendix if available (please refer to the [YJB Data Recording Requirements for Youth Justice Services in England and Wales 2023/2024](#))

Summary outline of grant compliances

The below replicates Annex 3 within the youth justice core grant terms and conditions. Grant payment is made to the local authority as one lump sum when all the compliances set out below have been met. Payment will be made on condition that the following information will be provided by the timescale indicated. A failure to provide this information could result in the YJB on behalf of the Secretary of State for Justice requiring that the grant payment be returned.

If youth justice services are experiencing delay/difficulties with any of the below, contact with their relevant YJB lead is essential.

Date	Activity	Contact
31 May 2023	Submission of the signed audit certificate for the previous year's 2022/23 Youth Justice Grant	Send to: YJBGrants@yjb.gov.uk
30 June 2023	Youth justice plan	Send to: CBU@yjb.gov.uk and copied to your relevant YJB lead
30 June 2023	Submission of a signed agreement of Conditions of Grant (e-signatures are now acceptable) – an email submission to the YJB must be copied to other signatories and state explicitly that the other signatories have agreed to the conditions	Send to: YJBGrants@yjb.gov.uk
31 July 2023	Submission of the planned overall income and workforce data for the youth justice service through the youth justice application framework	Contact: InformationandAnalysis@yjb.gov.uk
As per Data Recording Requirements (DRR) ⁵	Submission of quarterly case management and AssetPlus data via Connectivity	Contact: InformationandAnalysis@yjb.gov.uk

This page is intentionally left blank

City of York Council
Equalities Impact Assessment

Who is submitting the proposal?

Directorate:	People Directorate		
Service Area:	Children's Services		
Name of the proposal :	Youth Justice Plan		
Lead officer:	Sara Orton, Youth Justice Practice Manager		
Date assessment completed:	06 September 2023		
Names of those who contributed to the assessment :			
Name	Job title	Organisation	Area of expertise
Sara Orton	YJS Manager	York Youth Justice Service	Youth Justice
Ellen Fletcher	Probation Officer	The Probation Service	Rehabilitation of offenders
Nicola Elliot	Police Officer	North Yorkshire Police	Criminal Justice

Step 1 – Aims and intended outcomes

1.1	<p>What is the purpose of the proposal? Please explain your proposal in Plain English avoiding acronyms and jargon.</p>
	<p>This proposal is to put the Youth Justice Service plan before the wider local authority and partners for consideration. The plan is a requirement of the Youth Justice Board and completed annually.</p>
1.2	<p>Are there any external considerations? (Legislation/government directive/codes of practice etc.)</p>
	<p>Local authorities have a statutory duty to submit an annual Youth Justice Plan relating to their provision of Youth Justice Services. Section 40 of the Crime and Disorder Act 1998 sets out the Youth Justice partnership's responsibilities in producing a plan.</p>
1.3	<p>Who are the stakeholders and what are their interests?</p>
	<p>City of York Council – Youth Justice Service and partners Youth Justice Board which includes a range of partners from education, housing, Social Care and Police.</p>
1.4	<p>What results/outcomes do we want to achieve and for whom? This section should explain what outcomes you want to achieve for service users, staff and/or the wider community. Demonstrate how the proposal links to the Council Plan (2019- 2023) and other corporate strategies and plans.</p>
	<p>The Youth Justice Plan sets out how Youth Justice Services are provided and the functions.</p>

	The overall outcomes of the plan is to set a partnership vision which is focused on prevention, diversion and reducing the number of young people entering the Youth Justice system. The plan is in line with the Youth Justice Board Vision of child first justice system and Council Plan of improving outcomes for children, young people, families and the wider community.
--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Step 2 – Gathering the information and feedback

2.1	What sources of data, evidence and consultation feedback do we have to help us understand the impact of the proposal on equality rights and human rights? Please consider a range of sources, including: consultation exercises, surveys, feedback from staff, stakeholders, participants, research reports, the views of equality groups, as well your own experience of working in this area etc.	
Source of data/supporting evidence	Reason for using	
City of York Council Plan	To ensure the Youth Justice Plan reflects the wider Council Plan	
Youth Justice Board guidance	To ensure the Youth Justice Plan is in line with the guidance set out by the Youth Justice Board regarding what must be set out in the plan.	
Data/Performance from the Youth Justice Service	To inform the Plan	
Consultation and feedback from the Youth Justice Board	To ensure partners are engaged in the development of the plan.	
Youth Justice Inspection Guidance and inspection Report	To inform the plan	

Step 3 – Gaps in data and knowledge

3.1	What are the main gaps in information and understanding of the impact of your proposal? Please indicate how any gaps will be dealt with.		
Gaps in data or knowledge		Action to deal with this	
No known gaps in data or knowledge relating to the Youth Justice Plan.		N/A	

Step 4 – Analysing the impacts or effects.

4.1	Please consider what the evidence tells you about the likely impact (positive or negative) on people sharing a protected characteristic, i.e. how significant could the impacts be if we did not make any adjustments? Remember the duty is also positive – so please identify where the proposal offers opportunities to promote equality and/or foster good relations.		
Equality Groups and Human Rights.	Key Findings/Impacts	Positive (+) Negative (-) Neutral (0)	High (H) Medium (M) Low (L)

Age	The Youth Justice Service has a core duty of working with young people aged 10 – 18. The age of young people will be considered when looking at policy, procedure and practice.	+	L
Disability	The plan takes ensures a vision that children and young people's needs are considered through an individual and holistic approach through a range of partners to not only consider issues of offending but young persons broader needs.	+	L
Gender	Gender neutral language is used within the Strategic Plan. Where identified in the context of this Strategic Plan, Youth Justice case workers will identify specific needs in order to provide services that cater for individual characteristics. Approaches are based on research and as highlighted in the plan the service have created a female specification intervention.	+	L
Gender Reassignment	See above	+	L
Marriage and civil partnership	Young people who are working with the Youth Justice Service would not be married or in a civil partnership.	0	
Pregnancy and maternity	Within the scope of youth justice work, some young people may be pregnant or parents. Where identified in the context of this Strategic Plan, Youth Justice case workers will identify specific needs in order to provide services that cater for individual characteristics.	+	L
Race	The Youth Justice Service ensures plans are individual, holistic and signed up to the pledge as outlines in section 4.	+	L
Religion and belief	It is intended that religion or belief will taken into account in individual case work and holistic view of the young person in their community as outlined in the plan.	+	L

Sexual orientation	The strategic plan does not differentiate between sexual orientation. Case workers will work individually with young people and ensure confidentiality and privacy in line with young people's choices.	+	L
Other Socio-economic groups including :	Could other socio-economic groups be affected e.g. carers, ex-offenders, low incomes?		
Carer	The plan recognises the need to work with young people and their carers and wider network, working with a vision to ingrate young people and create safer communities.	+	L
Low income groups	The plan sets a vision to work with young people on an individual basis and to consider individual factors and respond accordingly.	+	L
Veterans, Armed Forces Community	The Youth Justice Service has a duty to work with all young people across the City therefore there would be no impact.	+	L
Other	Data is tracked on young people who are excluded from education, children from gypsy, roma and traveller backgrounds. The inspection this year commented 'work with children from travelling families was very good, with knowledge, skills and relationships having being built over time'.		
Impact on human rights:			
List any human rights impacted.	None		

Use the following guidance to inform your responses:

Indicate:

- Where you think that the proposal could have a POSITIVE impact on any of the equality groups like promoting equality and equal opportunities or improving relations within equality groups
- Where you think that the proposal could have a NEGATIVE impact on any of the equality groups, i.e. it could disadvantage them
- Where you think that this proposal has a NEUTRAL effect on any of the equality groups listed below i.e. it has no effect currently on equality groups.

It is important to remember that a proposal may be highly relevant to one aspect of equality and not relevant to another.

<p>High impact (The proposal or process is very equality relevant)</p>	<p>There is significant potential for or evidence of adverse impact The proposal is institution wide or public facing The proposal has consequences for or affects significant numbers of people The proposal has the potential to make a significant contribution to promoting equality and the exercise of human rights.</p>
<p>Medium impact (The proposal or process is somewhat equality relevant)</p>	<p>There is some evidence to suggest potential for or evidence of adverse impact The proposal is institution wide or across services, but mainly internal The proposal has consequences for or affects some people The proposal has the potential to make a contribution to promoting equality and the exercise of human rights</p>
<p>Low impact (The proposal or process might be equality relevant)</p>	<p>There is little evidence to suggest that the proposal could result in adverse impact The proposal operates in a limited way The proposal has consequences for or affects few people The proposal may have the potential to contribute to promoting equality and the exercise of human rights</p>

Step 5 - Mitigating adverse impacts and maximising positive impacts

5.1	Based on your findings, explain ways you plan to mitigate any unlawful prohibited conduct or unwanted adverse impact. Where positive impacts have been identified, what is been done to optimise opportunities to advance equality or foster good relations?
<p>The Youth Justice Plan sets out the vision, function and priority of the service. The Service works on both a statutory and preventative basis. The service user group is often diverse and we ensure that opportunities for all young people and their parents/carers are optimised. There is no foreseeable reason the Youth Justice plan will cause concern regarding unlawful prohibited conduct or unwanted adverse impact.</p>	

Step 6 – Recommendations and conclusions of the assessment

6.1	<p>Having considered the potential or actual impacts you should be in a position to make an informed judgement on what should be done. In all cases, document your reasoning that justifies your decision. There are four main options you can take:</p>
<p>- No major change to the proposal – the EIA demonstrates the proposal is robust. There is no potential for unlawful discrimination or adverse impact and you have taken all opportunities to advance equality and foster good relations, subject to continuing monitor and review.</p>	
<p>- Adjust the proposal – the EIA identifies potential problems or missed opportunities. This involves taking steps to remove any barriers, to better advance quality or to foster good relations.</p> <p>- Continue with the proposal (despite the potential for adverse impact) – you should clearly set out the justifications for doing this and how you believe the decision is compatible with our obligations under the duty</p> <p>- Stop and remove the proposal – if there are adverse effects that are not justified and cannot be mitigated, you should consider stopping the proposal altogether. If a proposal leads to unlawful discrimination it should be removed or changed.</p> <p>Important: If there are any adverse impacts you cannot mitigate, please provide a compelling reason in the justification column.</p>	
Option selected	Conclusions/justification

<p>- No major change to the</p>	<p>This EIA demonstrates the plan’s vision to work with children and young people from a range of diverse backgrounds in a child focused, individual, and holistic way to ensure their needs are considered with the overall aim of prevention and improving their outcomes which in turn promotes safer communities.</p>
----------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Step 7 – Summary of agreed actions resulting from the assessment

7.1	What action, by whom, will be undertaken as a result of the impact assessment.		
Impact/issue	Action to be taken	Person responsible	Timescale
None			

Step 8 - Monitor, review and improve

8. 1	How will the impact of your proposal be monitored and improved upon going forward? Consider how will you identify the impact of activities on protected characteristics and other marginalised groups going forward? How will any learning and enhancements be capitalised on and embedded?
	The Youth Justice Plan is monitored on a regular basis by the Youth Justice Management Board.

Deputy Leader of the Council Report

Hopefully, this will be my last Deputy Leader's report to Council. As we have said before this report is a hangover from the old Liberal Democrat/Green Councillors coalition. Even then the Deputy Leader report frequently duplicated much of the Leader's report and strayed into Exec Member Territory, and in doing so wasted time that in future we can use far more productively.

I am flattered that the Leader of the Opposition has sought to prolong my presence in the papers before you, but all good things must come to an end one day, and the Deputy Leader Report is anachronistic in the days of a majority Labour administration.

This removal of the Deputy Leader Report comes along with several other proposed constitutional changes which Members and political groups have had opportunity to input on, and which we can now seek to approve and tighten up how we do business, at these meetings in particular.

Since we last met the city has, along with other parts of the country, suffered heavy rainfall and responded well. Environment Agency works at the Foss Barrier and at Clementhorpe, while well overdue when they happened, have hopefully made York a more climate resilient city for the time being. But we know this is temporary and we will be working on plans both within and without the city to ensure we are better prepared for protecting residents with the increasing frequency of major weather events.

I welcome Members' involvement at Remembrance Sunday this month and the importance of remembering those who sacrificed their lives in conflicts and wars over a great many generations. I also thank those veterans turning out year after year and making the event what it is. This year saw a high number of veterans with 150 in attendance. It is

extremely humbling to review the veterans march past after the ceremony and we thank them for their service and their remembrance.

Lastly, while being careful not to duplicate the Leader's report, I look forward to the imminent establishing of the Mayoral Combined Authority for York and North Yorkshire. Whatever geography York ended up in as part of the devolution process, we know we are miles behind many other areas who began benefiting from devolved funding and powers years ago, some more than a decade ago.

No system of governance is perfect but we welcome decision making being taken further away from Whitehall and into York and North Yorkshire, giving us as decision makers greater influence about how public money is spent in our area. We are working to develop our relationship with North Yorkshire, as we will with the new Mayor when elected, to ensure York gets the very best deal possible out of the arrangement.

Report of the Executive Member for Economy and Transport

It has been an extremely busy time for the Economy and Transport Teams since the election last May. The new administration has brought fresh ideas and energy to the council along with clear vision and strong leadership. We face challenging times and difficult decisions. I should like to take this opportunity to thank all the officers in the Economy and Transport Teams for their hard work, dedication and fantastic support which has resulted in real progress since Labour took office in May this year.

So what have we achieved so far...

Economy

We reviewed the Shared Prosperity Fund Investment Plan to ensure alignment to a new Council Plan that reflects the priorities electors voted for in the May elections. Good progress has been made with this fund to date and the decisions made at the [October Executive Meeting](#) will maximise our ability to spend our allocation by March 2025.

We continue to work closely with North Yorkshire Council and York & North Yorkshire LEP colleagues on the creation of a York & North Yorkshire Economic Framework, ahead of creation of the Mayoral Combined Authority (MCA) in 2024 so that we are prepared to make the most of the funding that becomes available.

We held our first meeting of the reinvigorated Economic Partnership Board, moving away from this being an information sharing meeting to one clearly focused on task & finish activities. This helps the administration to continue to make good progress in delivery of the Economic Strategy. Key areas of focus highlighted to the Economic Partnership Board for task and finish groups to work on are:

York as a global city

- CYC has a reinvigorated inward investment team
- New sector-based approach to inward investment
- Renewed focus on UNESCO City of Media Arts status
- Huge potential through Devolution for investment in key sectors
- New Tourism Strategy coming soon
- York Central and key developments progressing

A Greener Economy

- York's Green Economy Report launched

- £300k invested in free decarbonisation support package for businesses
- Investment coming in green skills through UKSPF
- York Green Business Forum established

A Thriving Workforce

- Local Skills Improvement Plan agreed
- UKSPF investment in skills
- Supported employment forum launched
- Free skill bootcamps now available in key sectors
- Free mental health and wellbeing support to businesses
- Focus on construction skills and commitment to Construction Village concept

Thriving Businesses

- UKSPF invested in start-up, social enterprise, innovation and business growth
- New sector-based approach to business support
- Greater integration with LEP and North Yorkshire offers
- New sector leads established for Bioeconomy, Rail, Creative and Professional Services, Tourism, Retail

An Economy Powered by Good Business

- Good Business Charter Marketing & Communications Plan
- York Community Fund established
- VCSE sector supported with UKSPF investment
- Economic Partnership launched
- CYC commits to Inclusive Equal Rights UK, including employment pledge

Inward Investment, Business Growth and Regeneration

We have restructured the Inward Investment and Business Growth service area to streamline and focus activity on the promotion of the city and simplifying access to business support.

We recently hosted successful business support events around Women in Business and Recruitment & Retention which were held on the back of successful series of events with Google focusing on skills for business

earlier in the year – part of a commitment to delivering a year-round business events calendar in collaboration with partners

There has been a joint application to Visit England with North Yorkshire Council and Make it York to establish a Local Visitor Economy Partnership (LVEP) for York and North Yorkshire.

We continue to support and encourage the growth and development of our fabulous creative industries, for example, by refocussing on York's designation as a UNESCO City of Media Arts through events such as [Reignite](#) and working closely with businesses and organisations active in the creative media arts.

We have launched a UKSPF Business Support Programmes focussing on decarbonisation, small business start-up support, community focused ventures and innovation. We have hosted our twin city of Dijon on a business focused visit to University of York Institute for Safe Autonomy and we continue to work with a major rail operator and other partners who are looking to establish an innovation hub within the City.

'Our City Centre' Vision

This administration has revamped the Vision for the City Centre, with a focus on Accessibility and Sustainability, which was largely missing from the Vision of the previous administration. Residents, businesses, stakeholders and other partners' involvement will be critical to the successful implementation of the Vision. We have shared it widely with all of the organisations that attended and the hugely successful launch of the Council Plan 'One City, for all'. Implementation of the Vision is also a crucial task and finish group of the Economic Partnership and partners will be key to successful delivery.

Castle Gateway

We will set out a clear way forward after a halt and lengthy period of inactivity and uncertainty under the previous administration. The re-purposing of Castle car park is at the heart of our ambition to create a new city space which will benefit all with:

- retained Blue Badge parking to improve accessibility
- improved sustainable travel linkages
- the creation of a multi-multifunctional space for people which could include, for example
 - green havens that embrace the river and supports wellbeing

- play areas that are attractive to families and visitor and family picnic areas
- porous surfaces for sustainable urban drainage
- space to appreciate our wonderful heritage assets.

We will retain Spark through an extension to their lease while the ambition to deliver affordable housing on the site is progressed. Spark has been a significant venue for a demographic that is underserved in York, and it is highly valued by those residents and the Council. When the times comes for it to move, we hope to keep such a facility in the city to continue to serve that demographic as well as providing start up and incubator space for our thriving small businesses.

On the Castle Mills site we continue with plans to deliver wheeling, walking and cycle links to and across the new Foss Bridge with West Yorkshire Combined Authority funding.

We will not be building a new Multi-Storey Car Park on St Georges Field as this is a 20th Century answer to 21st Century problems. The irony that this backward-looking and economically unsound scheme was pursued at great cost to the Council by the old Liberal Democrat/Green administration has not been lost on electors. Instead, we aim to deliver an improved surface level car park on the site with better wheeling, walking and cycling links and retaining the coach drop off facility.

At Acomb Front Street we are committed to phase 2 works which will try to undo some of the damage inflicted on this area by the old Liberal Democrat administration during phase 1 of the works. We will work closely with businesses and residents to create a space that matches their ambitions. To enable this, we will look to adopt the unadopted areas of Front Street and talks are underway for the reintroduction of a revamped market, which proved so popular previously.

We remain fully engaged with York Central and this reinvigorated and engaged Leadership from the City Council has been greatly appreciated by the Partnership. In spite of the difficulties inherent in such a large project, significant progress has been made on the delivery of the access infrastructure which is now very visible on site. We anticipate exciting future developments are just around the corner, such as the designation of the master developer and planning applications for significant infrastructure and buildings on the site.

Transport

The Local Transport Plan has been transformed from a talking shop under the old administration to a vital time-bound consultation about the how we can all safely, sustainably and accessibly move around our city without polluting the air that we all breathe. It contains the bold, visionary and joined up choices that we promised we would deliver for residents in our election manifesto. Now it will be up to the city to decide how we take this forward to create an integrated transport system that achieves the key congestion and climate targets that were agreed under the previous administration through cross party working.

Highways

This financial year the government gave us £3.3m for road maintenance, which is nowhere near the amount needed, so we more than doubled it to £8.5m by adding over £5m from the Council budget.

In spite of the challenges we face, through increased costs and labour shortages, City of York Council is on track to deliver 100% of all of its £8.5m highways schemes for this year. This includes reactive repairs such as potholes as well as more proactive maintenance such as the large patch resurfacing, slurry sealing, surface dressing and footway repairs.

So far we have delivered:

- 6 of the 13 footway projects
- All 4 surface dressing and all 4 slurry sealing projects
- 24 of the 50 carriageway repairs and large patches

I pay tribute to the hard work of all those involved delivering these schemes on time and to budget. They are providing an essential service for the people of our city.

We await confirmation from the Government of further funding to tackle York's road repairs backlog and hope it is forthcoming sooner rather than later as the City of York Council has a proven track record of delivering these types of projects.

We fully appreciate that the backlog and scheduling of roadworks we inherited from the old Liberal Democrat administration has caused significant disruption and frustration for our residents, especially when combined with works by utility companies. We apologise for this and

assure residents that we are doing all we can to sequence the works to minimise the impact on all road users. However, such works inevitably cause disruption and there is a considerable amount of works that still need to be undertaken, such as the station frontage project and essential inspection work on Lendal Bridge. Once again, we apologise for the impact this will have and we will sequence works to the best of our ability, but we do need to get on with them. The sooner we can get them completed the better.

In September we launched the 4-month trial to support families and encourage them to choose sustainable transport. Up to 3 children accompanied by a fare-paying adult can travel for free, and anyone aged from 5 to 16 pays no more than £1 for a single fare when travelling unaccompanied by an adult on any bus journey which starts and ends within the City of York boundary.

We have shown that as an administration we are willing to deal with difficult issues. Whether that is addressing unacceptable levels of air pollution in Gillygate, tackling the backlog of road works or making our transport system fit for the 21st Century, this Labour Council is determined to make transport in York the international exemplar it used to be.

Report of the Chair of the Customer Services, Climate Change and Scrutiny Management Committee (CSCCSMC) – November 2023

1. We are now into the third month of public meetings of the council's scrutiny committees in this municipal year. Moving from quarterly to monthly meetings (apart from February and August) has presented some challenges in terms of the work required of officers from the service areas drafting reports and of Democratic Services officers collating and publishing reports. On behalf of all of the scrutiny committee chairs I'd like to thank everyone who has been involved in ensuring that reports have been produced and published on time.
2. There have been some exceptions which I know have caused frustrations for members and Democratic Services officers. There will always be issues that arise which mean that reports are delayed or in the worst case not available at all, but I very much hope that these situations are few and far between. For that to happen everyone has a part to play, including Committee Chairs and officers, so that there is a clear understanding of what is expected and when.
3. The current monthly cycle of meetings will be kept under review, and I would welcome feedback from members and officers on ways in which we can improve the way scrutiny works.
4. At the time of writing, one decision has been called-in, relating to the approach to the allocation of one element of ward funding. This was considered at a CSCCSMC meeting on 2 October, and the original decision was upheld.
5. I am keen that Executive Members and officers bring items to scrutiny for pre-decision input, and the Economy, Place, Access and Transport (EPAT) Scrutiny Committee has had two such discussions recently, on city centre access arrangements and the draft Local Transport Strategy. This is welcomed, and I hope that other committees will have the opportunity to provide pre-decision input in the coming months.

CSCCSMC

6. At its 25 September meeting the committee discussed the status of the Castle Gateway project and how the council consults and

engages with residents. It is intended that an 'Improving Customer Experience' report be brought to the committee for further discussion.

7. The 16 October meeting of the committee was focused on the climate change element of the committee's remit, with a discussion on possible approaches to monitoring progress against the carbon reduction pathway within the Climate Change Strategy. The committee also received information reports on the blue badge application process and the delivery of the 2023 local elections, when mandatory photo ID rules were in place for the first time.
8. The focus of the committee's next meeting on 27 November will be the status of the York Central project. It has been frustrating that, to date, the committee has not had an opportunity to discuss the scrutiny and overview arrangements proposed for the new Combined Authority, but it is hoped that this will be on the agenda for the meeting on 11 December.

Children, Culture & Communities Scrutiny Committee

9. At its 5 September meeting the committee received updates on the delivery of the SEND operational plan and the current picture of Exclusion and Attendance across the secondary and primary phase in York. Councillors Cuthbertson, Crawshaw, and Wilson were appointed to a Task & Finish group examining changes in the type of Education, Health & Care Plans that children and young people are qualifying for. Councillor Nelson was appointed to the Food Insecurity Task & Finish Group and was subsequently joined by Councillor Knight.
10. At its 17 October meeting the committee received a report on York Learning's end of year performance against their strategic aims for the academic year 2022/23. The committee also had the opportunity to discuss the Annual Report from York Explore Libraries and Archives.
11. At its 7 November meeting the committee received updates on the council's work on digital inclusion and the establishment of the Family Hub network, known as 'Rise York.' The committee also discussed the 2022/23 annual report of the City of York Childrens Safeguarding Partnership.

Economy, Place, Access and Transport Scrutiny Committee

12. At its 26 September meeting the committee discussed city centre access arrangements and were joined by a number of external guests including Police and counter-terrorism officers. The committee made a number of recommendations for Executive to consider when they came to make a decision.
13. At its 24 October meeting the committee had an in-depth discussion on draft proposals for a new Transport Strategy for York and the draft Fourth Air Quality Management Action Plan. Feedback from the discussion has helped to inform the proposals that are to go out for consultation later this month.

Health, Housing & Adult Social Care Scrutiny Committee

14. At its 19 September meeting the committee received a report providing an update on the approaches that the York and Scarborough Teaching Hospitals NHS Foundation Trust is taking to address the issues identified by the CQC across both York and Scarborough hospital sites. The committee also received an update on the content of a previous report, dated 22 November 2022, regarding the findings of a CQC inspection at Foss Park Hospital.
15. At its 18 October meeting the only item of business for the committee to consider was the Q1 Finance & Performance Monitor, due to the non-availability of papers for items that it had previously been agreed would be discussed at the meeting.

This page is intentionally left blank

City of York Council

Committee Minutes

Meeting	Audit and Governance Committee
Date	8 November 2023
Present	Councillors J Burton (Vice-Chair), Hollyer (Chair), Fisher, Melly, Rose, Whitcroft and Healey (Substitute for Cllr Mason) Mr Leigh (Independent Member)
Apologies	Councillor Mason
Officer in Attendance	Lorraine Lunt, Information Governance and Feedback Manager/DPO Bryn Roberts, Director of Governance and Monitoring Officer Debbie Mitchell, Chief Finance Officer Helen Malam, Principal Accountant Max Thomas, Head of Internal Audit Connor Munro, Assistant Director, Audit Assurance Jonathan Dodsworth, Assistant Director, Corporate Fraud

PART B - MATTERS REFERRED TO COUNCIL

35. Report of the Monitoring Officer on suggested Constitutional Changes

Members considered a report that provided the first tranche of suggested constitutional changes.

The Monitoring Officer provided an overview and raised a point of clarification within Annex 2 of the report (Appendix 3, Full Council Procedure Rules) at point 3.1 I) in that the titles Honorary Alderwoman and Honorary Freewoman had regrettably been omitted and would be included.

During discussion of the item, Members questions were answered and it was highlighted that previously a cross party working group had been established to consider any constitutional updates. Following a detailed discussion, the Committee welcomed this approach and agreed that the changes made by the cross party working group would be

reported to this Committee for consideration prior to being considered at a meeting of Full Council.

Members also discussed Annexes 5 to 10 and acknowledged that these were minor amendments and having being put to the vote, it was unanimously:

RECOMMENDED:

- i) That the proposed constitutional changes within Annexes 6, 8 and 10 of the report, (Appendix 11, Contract Procedural Rules, Article 11, Staffing Matters and Urgency Committee and Appendix 12, Officer Employment Procedure Rules) be endorsed for transmission to Full Council subject to:
 - the Monitoring Officer verifying the exact statutory wording that governed how a Political Group qualified for a Political Assistant (Annex 8, point 2.1).
 - the word 'majority' be changed to 'largest' within Annex 8, point 2.1.c.
 - changing Chief Operating Officer to Head of Paid Service within paragraph 3.1 b. of Annex 8.
 - removing the gender pronouns in paragraph 11.3 of Annex 8.
- ii) That any further minor amendments be promptly received for submission to Full Council on 21 November 2023.
- iii) That a cross party working group be established to consider the Constitutional changes for onward endorsement by the Audit and Governance Committee on 28 February 2024 then Full Council on 21 March 2024.

Reason: To allow the Committee to consider the proposed Constitutional changes, propose such amendments as the Committee considers necessary, and endorse their onward transmission to Council for final approval.

Cllr Hollyer, Chair

[The meeting started at 5.34 pm and finished at 8.31 pm].

[Full Council should refer to Annexes 6, 8 and 10 of the attached report considered by Audit & Governance Committee on 8 November 2023]

This page is intentionally left blank



Audit and Governance Committee

8 November 2023

Report of the Director of Governance

Report of the Monitoring Officer on suggested Constitutional Changes

Summary

1. To provide the first tranche of suggested constitutional changes to the committee for consideration and discussion.

Background

2. Members will recall that, at its meeting on 19 July 2023, the Monitoring Officer indicated that a review of the Constitution was underway, and that the first tranche of suggested change would be brought to the Committee for its consideration and discussion.
3. As indicated on 19 July, the first elements of the Constitution to be considered are the Council Procedure Rules (Appendix 3) and the Public Participation Protocol (Appendix 8).
4. The proposed changes have been developed through examination of other Constitutions, together with suggestions made by other Members and the Independent Person. They are attached as annexes (in tracked and clean formats; odd numbered annexes are tracked, even numbered annexes are clean) to this report and cover the following:
 - a. Annexes 1 and 2 relate to the Council Procedure Rules;
 - b. Annexes 3 and 4 relate to the Public Participation Protocol;
 - c. Annexes 5 and 6 relate to the Staffing Matters and Urgency Committee scope of operation and terms of reference;
 - d. Annexes 7 and 8 relate to the Officer Employment Procedure Rules; and
 - e. Annexes 9 and 10 relate to the Contract Standing Orders.

5. Key changes over the current constitution are:

Public Participation

- An amendment to the public participation section, to clarify that requests to participate can't be submitted before the papers are published for a meeting;

Meetings

- Meeting lengths will be cut to 2 hours and 30 minutes, with a guillotine warning 10 minutes before the cut off, and unfinished business will be dealt with as at present (i.e., taken to have been moved and seconded, and voted on without debate);
- The order of business has been switched around, so that business reports are dealt with earlier in the agenda, and the various Deputy Leader/Executive Member report items and the general 'question session' for the Executive have been replaced with an extended question session for the Leader's Report, allowing questions to all Executive Members in a single session, with one supplementary rather than three;
- The Leader's Report will cover the work of the whole Executive, and there will then be a 30-minute question session in respect of any member of the Executive;

Motions

- The number of motions per ordinary meeting will be cut from four to two, and a word limit of 500 words will be imposed;
- Motions, and amendments, will need to provide details of both their financial and legal implications, need to be submitted 11 working days before the meeting, to ensure that all the implications are assessed, and fall within the clarified scope about what motions can and can't cover;

Other

- Greater clarity on changes in Leadership and what happens if no clear Leader emerges; and
- A clear process for budget amendments.

SMU / OEPR

- Clarity is provided in relation to the key posts which SMU will be directly involved in the recruitment of; and
- Clarity is provided in relation to those posts subject to specific disciplinary procedures.

CPR

- Contract procedure rules have been updated to provide enhanced compliance measures, reinforced Procurement and Legal's position, and streamlined our processes.
6. The reduction in the length of the meeting will be facilitated by the reduction in the number of motions to be discussed, together with the rationalisation of the reports and question sessions. This will provide a more focused meeting, and a more inclusive and family-friendly approach for Members, Officers, and the public.

Implications

Financial – None directly arising from this report.

Human Resources (HR) – None directly arising from this report.

Equalities – None directly arising from this report.

Legal – None directly arising from this report.

Crime and Disorder, Information Technology and Property – None directly arising from this report.

Recommendations

7. It is recommended that Members:
- a) consider the proposed constitutional changes;
 - b) endorse the proposed constitutional changes for onward transmission to Council, subject to any amendments the committee suggests; and
 - c) provide any further suggested topics for Constitutional amendments.

Reasons for the Recommendation

8. To allow the Committee to consider the proposed Constitutional changes, propose such amendments as the Committee considers necessary, and endorse their onward transmission to Council for final approval.

Options

9. Members may choose to agree with the proposed Constitutional changes, or to agree them with amendments, and to endorse them

for onward transmission to Council; or to not endorse the proposed changes.

Author and Chief Officer responsible for the report: Bryn Roberts, Director of Governance and Monitoring Officer

Report Approved **Date** 16 October 2023

Wards Affected: List wards or tick box to indicate all **All**

For further information please contact the author of the report

Background Papers:

- None

Annexes:

- Annex 1 – Council Procedure Rules – Tracked Version
- Annex 2 – Council Procedure Rules – Clean Version
- Annex 3 – Public Participation Protocol – Tracked Version
- Annex 4 – Public Participation Protocol – Clean Version
- Annex 5 – Staffing Matters and Urgency Committee ToR – Tracked Version
- Annex 6 – Staffing Matters and Urgency Committee ToR – Clean Version
- Annex 7 – Officer Employment Procedure Rules – Tracked Version
- Annex 8 – Officer Employment Procedure Rules – Clean Version
- Annex 9 – Contract Procedure Rules – Tracked Version
- Annex 10 – Contract Procedure Rules – Clean Version

ARTICLE 11 – STAFFING MATTERS AND URGENCY COMMITTEE**1. Composition**

- 1.1 Staffing Matters & Urgency Committee is a Committee of Full Council and shall be proportionate in its composition.
- 1.2 The Chair and Vice Chair of the Committee will be appointed by Full Council.

2. Role

- 2.1 The Staffing Matters & Urgency Committee of Council may undertake all non-executive functions relating to Chief Officer staffing matters for the Chief Officers listed at paragraph 3.4 below, excluding ~~disciplinary-disciplinary-related matters involving Chief Officers (statutory and non-statutory)~~, and all non-executive functions in case of emergency.

3. Functions

- 3.1 Power to appoint the Chief Officers listed at paragraph 3.4 below, in accordance with the procedures at Appendix 12 of this Constitution, and to determine the terms and conditions on which they hold office (excluding procedures for their dismissal).
- 3.2 To be the committee of Council responsible for the strategic overview of workforce and employment matters to ensure the delivery of good quality services to the people of York.
- 3.3 To have strategic oversight of key strategies as the basis for people management within the Council, including pay strategy, learning and development strategy, workforce development strategy.
- 3.4 To arrange for the conduct of the recruitment and selection process in respect of the following Statutory Chief Officers:
 - a) The Head of Paid Service. (*NB: this appointment is subject to Full Council approval*);

- b) The Section 151 Officer;
- c) The Monitoring Officer;
- d) ~~The Director of Children's Services~~ ~~Corporate Directors~~;
- e) ~~Directors~~ The Director of Adult Social Services;
- f) ~~Assistant~~ The Directors of Public Health; and
- g) Any other Corporate Director.

3.5 In conducting its recruitment functions the Committee may establish Chief Officer appointment sub-committees of no less than three elected Members including at least one Member of the Executive.

3.6 In respect of direct staffing issues, the Staffing Matters and Urgency Committee will have the following decision-making functions:

- In respect of the Chief Officers listed at paragraph 3.4 above only:
 - a) Approval on the exercise of LGPS and discretionary compensation related discretions in accordance with the City of York's Local Government Pension Scheme 2021 Discretions Policy; and
 - b) All non-routine pay-related issues.
- In respect of non-Chief Officers:
 - a) To note redundancy, retirement, and settlement agreements.

4. Other staffing issues

4.1 To consider and note Workforce Demographics and any referrals arising from CCNC (Corporate Consultation Negotiation Committee).

5. Urgency

5.1 The committee is empowered to authorise all non-executive functions (other than those which must, by law, be exercised by

Full Council), in circumstances of urgency, where it is necessary to obtain a decision on any matter without delay.

- 5.2 In relation to any urgent matter, which involves the exercise of Executive functions, the Committee shall act in an advisory capacity to the Leader or their substitute Executive Member, who shall have regard to the advice when exercising the relevant function. *[Subject to legal requirements for taking an urgent Executive decision].*
- 5.3 For the purposes of determining whether the Urgency Committee ought to exercise the above delegations a decision is regarded as urgent if it cannot reasonably be deferred to the next available Council, Executive or Committee for determination and any such delay is likely to seriously prejudice the Council's or the public's interests.

This page is intentionally left blank

ARTICLE 11 – STAFFING MATTERS AND URGENCY COMMITTEE**1. Composition**

- 1.1 Staffing Matters & Urgency Committee is a Committee of Full Council and shall be proportionate in its composition.
- 1.2 The Chair and Vice Chair of the Committee will be appointed by Full Council.

2. Role

- 2.1 The Staffing Matters & Urgency Committee of Council may undertake all non-executive functions relating to Chief Officer staffing matters for the Chief Officers listed at paragraph 3.4 below, excluding disciplinary-related matters, and all non-executive functions in case of emergency.

3. Functions

- 3.1 Power to appoint the Chief Officers listed at paragraph 3.4 below, in accordance with the procedures at Appendix 12 of this Constitution, and to determine the terms and conditions on which they hold office (excluding procedures for their dismissal).
- 3.2 To be the committee of Council responsible for the strategic overview of workforce and employment matters to ensure the delivery of good quality services to the people of York.
- 3.3 To have strategic oversight of key strategies as the basis for people management within the Council, including pay strategy, learning and development strategy, workforce development strategy.
- 3.4 To arrange for the conduct of the recruitment and selection process in respect of the following Statutory Chief Officers:
 - a) The Head of Paid Service. (*NB: this appointment is subject to Full Council approval*);
 - b) The Section 151 Officer;

- c) The Monitoring Officer;
- d) The Director of Children's Services;
- e) The Director of Adult Social Services;
- f) The Director of Public Health; and
- g) Any other Corporate Director.

3.5 In conducting its recruitment functions the Committee may establish Chief Officer appointment sub-committees of no less than three elected Members including at least one Member of the Executive.

3.6 In respect of direct staffing issues, the Staffing Matters and Urgency Committee will have the following decision-making functions:

- In respect of the Chief Officers listed at paragraph 3.4 above only:
 - a) Approval on the exercise of LGPS and discretionary compensation related discretions in accordance with the City of York's Local Government Pension Scheme 2021 Discretions Policy; and
 - b) All non-routine pay-related issues.
- In respect of non-Chief Officers:
 - a) To note redundancy, retirement, and settlement agreements.

4. Other staffing issues

4.1 To consider and note Workforce Demographics and any referrals arising from CCNC (Corporate Consultation Negotiation Committee).

5. Urgency

5.1 The committee is empowered to authorise all non-executive functions (other than those which must, by law, be exercised by

Full Council), in circumstances of urgency, where it is necessary to obtain a decision on any matter without delay.

- 5.2 In relation to any urgent matter, which involves the exercise of Executive functions, the Committee shall act in an advisory capacity to the Leader or their substitute Executive Member, who shall have regard to the advice when exercising the relevant function. *[Subject to legal requirements for taking an urgent Executive decision].*
- 5.3 For the purposes of determining whether the Urgency Committee ought to exercise the above delegations a decision is regarded as urgent if it cannot reasonably be deferred to the next available Council, Executive or Committee for determination and any such delay is likely to seriously prejudice the Council's or the public's interests.

This page is intentionally left blank

Appendix 12 – Officer Employment Procedure Rules

To note: all staffing issues are a non-executive function and arrangements or any committees required must be done so by Council and not the Executive and or Leader of the Council.

1 Recruitment and Appointment of Officers

Declarations

- 1.1 The Council will draw up a statement requiring any candidate for appointment as an Officer to state in writing whether they are related to any Councillor or Council Officer or if they have a substantial relationship with any Councillor or Council Officer. Such a relationship would include parent, grandparent, partner, child, stepchild, adopted child, grandchild, brother, sister, uncle, aunt, nephew or niece of a Councillor or an Officer of the Council; or of the partner of such persons. No candidate related to a Councillor or an Officer will be appointed without the authority of the relevant Chief Officer or an Officer nominated by them.

Seeking support for appointment

- 1.2 The Council will disqualify any applicant who directly or indirectly seeks the support of any Councillor for any appointment with the Council. No Councillor will seek support for any person for any appointment with the Council.
- 1.3 This does not preclude a Councillor from giving a reference for a candidate for submission with an application for appointment.

Appointments

- 1.4 Subject to the paragraphs below and the exceptions detailed therein, the appointment of Officers is the responsibility of the Head of Paid Service, as delegated to Chief Officers or Officers nominated by the Head of Paid Service for their service area under the Officer Scheme

of Delegations at Appendix 1, and such appointments must not be made by Councillors. This provision does not apply to the appointment of the ~~Chief Operating Officer (Head of Paid Service)~~, Chief Officers listed at paragraph 3.4 of Article 11 of this Constitution, or Assistants to Political Groups.

2 Appointment of Assistants to Political Groups

2.1 A Group qualifies for an Assistant if:

a. The Membership of that Group comprises of at least one tenth of the membership of the Council;

~~b.~~ No more than 2-two other groups on the Council are larger, ~~or and~~ if more than 2-two Groups are larger or the same size as the Group, the Council have decided that a post should be allocated to the Group; and

~~b.c.~~ At least two Groups are seeking an Assistant, one of which is the majority Group on the Council. If a Group has a membership that comprises one-tenth or more of the membership of the authority then the Groups qualifying for the post shall be that Group and one other Group; the other Group shall be the one with the next largest membership, or if there is equality of members between the Groups, then the authority shall decide, before allocating the first Assistant.

2.2 No appointment to a post of Assistant to a Political Group on the Council will be made until such posts have been allocated to each Group which qualifies. No more than 3 such posts shall be created. No Group shall be allocated more than 1 such post and no such post shall be allocated to a Group which does not qualify for one.

2.3 An Assistant to a Political Group may not have delegated to them any of the powers of the Council or of the Executive.

2.4 Appointment of an Assistant to a Political Group shall be made in accordance with the wishes of that Political Group.

~~2.5~~—The appointment of Assistants to Political Groups is a fixed term appointment up to the Annual Meeting following an election.

~~2.5~~

3 Appointment of the Director of Public Health

3.1 A Panel comprising the following will appoint the Director of Public Health:

- a. A Councillor as determined by the Head of HR;
- b. the ~~Chief Operating Officer~~Head of Paid Service or an Officer nominated by them;
- c. an externally facilitated assessor appointed following consultation with the Faculty of Public Health and agreed by Public Health England;
- d. The Regional Director of Public Health or their nominated deputy;
- e. A senior NHS representative to be determined by the Corporate Director of People.

3.2 An offer of employment regarding the Director of Public Health appointment shall only be made where no well-founded objection from any Member of the Executive has been received.

4 Recruitment and Appointment of ~~Chief Operating Officer (Head of Paid Service)~~

4.1 Where the Council proposes to appoint a ~~Chief Operating Officer~~Head of Paid Service, whether by way of permanent or temporary appointment, and it is not proposed that the appointment be made exclusively from among their existing Officers, the Council will draw up a statement specifying:

- a. the duties of the Officer concerned; and
- b. any qualifications or qualities to be sought in the person to be appointed

4.2 The Council will make arrangements for the post to be advertised in such a way as is likely to bring it to the attention of persons who are qualified to apply for it and will make arrangements for a copy of the statement set out above to be sent to any person on request.

4.3 This procedure at para 4.1 and 4.2 above does not apply where it is proposed that the appointment be made exclusively from among the Council's existing officers. In this instance the Council's internal recruitment policy and procedures will be followed in terms of advertisement of the role.

4.4 A Chief Officer Appointments Sub Committee will either interview all qualified applicants for the post or select a shortlist of such applicants and interview those included on the shortlist.

4.5 The Chief Officer Appointments Sub Committee must include at least one Member of the Executive and the composition of the Panel will be undertaken in consultation with the Head of HR.

4.6 Where no qualified person has applied, or the Chief Officer Sub Committee determines that it has not identified a sufficient shortlist to proceed to interview, the Council will make further arrangements for advertisement of the post.

-Offer of Appointment and Procedure for seeking objections

4.7 Any proposal to appoint the Head of Paid Service shall only be made where no well-founded objection from any Member of the Executive has been received. No offer of appointment must be made until:

- a. The Panel proposing to appoint must notify the Head of HR of the name of the person to whom it is proposed the offer is made, together with any other relevant particulars;
- b. The Head of HR must notify every Executive Member of the name of the person to whom it is proposed the offer of employment is made and any other relevant particulars;
- c. The period of no more than 5 working days, within which any objection to the making of the offer of employment is to be made by the Leader, on behalf of Executive, to the Head of HR; and;
- d. Either:
 - The Leader has, within the period specified in the notice, notified the Panel appointing that neither he nor any other Executive Member has any objection to the making of the offer; or;
 - The Head of HR has notified the Panel that no objection was received by them within that period from the Leader; or;
 - The Panel appointing is satisfied that any objection received from the Leader within that period is not material or is not well-founded.

4.8 Full Council will approve the appointment of the Head of Paid Service following the recommendation of such an appointment by The Chief Officer Appointments Sub Committee.

5 Recruitment and Appointment of other Chief Officers including the statutory posts of Monitoring Officer and the Section 151 Officers set out at paragraph 3.4 of Article 11

5.1 Where the Council proposes to appoint to a Chief Officer ~~(statutory and non-statutory)~~ as defined at paragraph 3.4 of Article 11 of the Constitution, whether by way of permanent or temporary appointment, and it is not proposed that the appointment be made exclusively from among their existing Officers, the Council will draw up a statement specifying:

- a. the duties of the Officer concerned; and
- b. any qualifications or qualities to be sought in the person to be appointed.

5.2 The Council will make arrangements for the post to be advertised in such a way as is likely to bring it to the attention of persons who are qualified to apply for it and will make arrangements for a copy of the statement set out above to be sent to any person on request.

5.3 This procedure at para 5.1 and 5.2 above does not apply where it is proposed that the appointment be made exclusively from among the Council's existing officers. In this instance the Council's internal recruitment policy and procedures will be followed in terms of advertisement of the role.

5.4 A Chief Officer Appointments Sub Committee will either interview all qualified applicants for the post or select a shortlist of such applicants and interview those included on the shortlist.

5.5 The Chief Officer Appointments Sub Committee must include at least one Member of the Executive and the composition of the Panel will be undertaken in consultation with the Head of HR.

5.6 Where no qualified person has applied, or the Chief Officer Sub Committee determines that it has not identified a sufficient shortlist to proceed to interview, the Council will make further arrangements for advertisement of the post.

-Offer of Appointment and Procedure for seeking objections

5.7 Any proposal to appoint a Chief Officer as defined at paragraph 3.4 of Article 11 of the Constitution ~~or Deputy Chief Officer~~ shall only be made where no well-founded objection from any Member of the Executive has been received. No offer of appointment must be made until:

-
- a. The Panel proposing to appoint must notify the Head of HR of the name of the person to whom it is proposed the offer is made, together with any other relevant particulars;
 - b. The Head of HR must notify every Executive Member of the name of the person to whom it is proposed the offer of employment is made and any other relevant particulars;
 - c. The period of no more than 5 working days, within which any objection to the making of the offer of employment is to be made by the Leader, on behalf of Executive, to the Head of HR; and;
 - d. Either:
 - The Leader has, within the period specified in the notice, notified the Panel appointing that neither he nor any other Executive Member has any objection to the making of the offer; or;
 - The Head of HR has notified the Panel that no objection was received by them within that period from the Leader; or;
 - The Panel appointing is satisfied that any objection received from the Leader within that period is not material or is not well-founded.

5.8 The appointment of Chief Officers as defined at paragraph 3.4 of Article 11 of the Constitution~~(statutory and non-statutory)~~ will be reported to Full council for noting only. The approval of Full council is not required other than for the post of Head of Paid Service.

5.9 Where the Head of HR is unable to act, the ~~Chief Operating Officer~~Head of Paid Service will nominate another Chief Officer to act in their place.

6 Disciplinary Action and Dismissal

6.1 Disciplinary action means any action occasioned by alleged misconduct which, if proved, would according to the usual practice of the authority be recorded on the Officer's personal file, and includes proposals for dismissal for any reason other than

redundancy, permanent ill-health or infirmity of mind or body, but does not include failure to renew a contract of employment for a fixed term unless the Council has undertaken to renew such a contract.

7 Action against other Officers (other than Assistants to Political Groups)

- 7.1 Any action against Officers (~~below other than~~ those of ~~CC~~Chief Officers as defined at paragraph 3.4 of Article 11 of the Constitution, or level) (~~other than~~ Assistants to Political Groups) ~~is shall be~~ the responsibility of the Head of Paid Service, as delegated to Chief Officers or Officers nominated by the Head of Paid Service for their service area under the Officer Scheme of Delegations at Appendix 1, and decisions regarding action against these Officers may not be made by Councillors.

8 Action of the Director of Public Health

- 8.1 In considering any disciplinary or dismissal action against the Director of Public Health, the Council will have regard to the provisions of Health and Social Care legislation and any associated guidance issued by the Secretary of State.
- 8.2 Before terminating the appointment of a Director of Public Health, the Council will consult with the Secretary of State.

9 Statutory Chief Officers

- 9.1 Annex 1 sets out the procedure relating to disciplinary action to be taken against the Head of Paid Service, ~~and the Statutory Chief Officers, namely,~~ the Monitoring Officer, and the Chief Finance Officer (S151 Officer).

10 ~~Non-Other Statutory~~ Chief Officers

10.1 —Annex 2 sets out the procedure relating to ~~Non-Statutory~~all other Chief Officers, which includes Deputy Chief Officers. The definition of all of these Officers can be found in Section 2 of the Local Government and Housing Act 1989.

Annex 1

Disciplinary Procedure for the Head of Paid Service (Chief Operating Officer), ~~and Statutory Chief Officers~~: the Monitoring Officer, and Chief Finance (s151) Officer ~~(the Statutory Chief Officers)~~

1 Scope of Procedure

- 1.1 This disciplinary procedure is based on that set out in the Joint Negotiating Committee for Local Authority Chief Executives National Salary Framework and Conditions of Service Handbook (the JNC Handbook) as updated on 13 October 2016. It applies to ~~City of York Council's (the Council)~~ Head of Paid Service, ~~(Chief Operating Officer)~~, Monitoring Officer, and Chief Finance Officer ~~(the Statutory Chief Officers)~~ S151 Officer, jointly referred to as the "Statutory Chief Officers".
- 1.2 This procedure has been adopted by the Council for the purposes of dealing with disciplinary, capability and other substantial issues in relation to the Statutory Chief Officers. For the avoidance of doubt, this procedure also applies to a breakdown in trust and confidence between the Statutory Chief Officers and the Council.
- 1.3 Minor conduct issues can often be resolved informally. Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).
- 1.4 The objective of this procedure is to:
 - a. Encourage Officers to achieve and maintain acceptable standards of behaviour;
 - b. Provide a fair and consistent method of dealing with alleged failure to maintain acceptable standards of behaviour;
 - c. Minimise disagreements about disciplinary matters; and
 - d. Reduce the need for disciplinary action and dismissals.
- 1.5 Save where alternative arrangements have been agreed in advance between the Council and the Statutory Chief Officer, the steps set out

in this procedure ~~should~~must be followed. The parties recognize that it may be necessary to depart from the procedure, from time to time, according to the particular circumstances of a case. In such circumstances, both parties agree to give fair consideration to reasonable proposals to modify the procedure accordingly.

- 1.6 This procedure does not form part of a Statutory Chief Officer's contract of employment₁ and it may be amended at any time, subject to ~~overall~~ compliance with the Local Authorities (Standing Orders) (England) Regulations 2001 (as amended).
- 1.7 Any disciplinary matters will be dealt with sensitively and with due respect for the privacy of any individuals involved. All individuals involved must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.

2 Initial Filter Stage

- 2.1 If an allegation of potential misconduct against a Statutory Chief Officer is made, the Head of HR₁ in conjunction with the Head of Paid Service (or the Monitoring Officer and the Leader if the allegation is against the Head of Paid Service)₁ will conduct a filter process of the allegations.
- 2.2 The Head of Paid Service with the Head of HR (or the Head of HR, the Monitoring Officer₁ and the Leader, where the allegation is against the Head of Paid Service) will determine whether the allegations should be filtered out of the process on the basis that they are clearly unfounded, trivial, can be dealt with informally or can best be dealt with under some other procedure.
- 2.3 The Head of Paid Service with the Head of HR (or the Head of HR, the Monitoring Officer₁ and the Leader, where the allegation is against the Head of Paid Service) shall also consider whether early informal resolution of the issues with the Statutory Chief Officer is appropriate, and any final decision as to early resolution of the issues will be made by the Head of Paid Service in conjunction with the Head of HR (or

the Head of HR, the Monitoring Officer, and the Leader, where the allegation is against the Head of Paid Service).

- 2.4 The Head of Paid Service with the Head of HR (or the Head of HR, the Monitoring Officer, and the Leader, where the allegation is against the Head of Paid Service) will conduct an initial review of the allegation, which includes speaking with the Statutory Officer about whom the allegation is made.
- 2.5 This review will be considered by the Head of Paid Service with the Head of HR (or the Head of HR, the Monitoring Officer, and the Leader, where the allegation is against the Head of Paid Service), where this can be resolved informally a meeting will be held with the statutory officer to agree the resolution.
- 2.6 Where an informal resolution is not appropriate, the draft filter report will be shared with the Head of HR and the Chair of the Investigating and Disciplinary Committee (IDC) for comment. The Head of Paid Service (or Monitoring Officer if the complaint is against the Head of Paid Service) will finalise the filter report and will take into consideration the views of the Head of HR and the Chair of the IDC, however, the filter decision is an officer decision for the Head of Paid Service (or the Monitoring Officer where it is against the Head of Paid Service) to determine.
- 2.7 If the Head of Paid Service (or the Monitoring Officer is the compliant is against the Head of Paid Service) decides that the allegations should be filtered out of the process, this shall be the end of the procedure and the Statutory Chief Officer will be sent a letter informing him or her of the decision as soon as possible.
- 2.8 If the Head of Paid Service (or the Monitoring Officer is the compliant is against the Head of Paid Service) decides that the allegations should be progressed, the filter report and evidence considered should be finalised and presented to the IDC.

3 Informal resolution

- 3.1 In accordance with recommendations in the JNC Handbook, the Council and the Statutory Chief Officer should seek an informal resolution before formal disciplinary proceedings are commenced. The Head of HR will be responsible for seeking an informal resolution with the Statutory Chief Officer. If informal resolution is not possible, the Head of Paid Service (~~with Head of HR~~ or the Monitoring Officer if it is about the Head of Paid Service) with Head of HR will inform the Chair of the IDC of the complaint/allegation made against the Statutory Chief Officer and the failure to achieve an informal resolution.

4 Formal Resolution

- 4.1 At all stages of the disciplinary process, the Council will refer the JNC Handbook for Chief Executives for procedural guidance.

5 Roles and Responsibilities

- 5.1 Where it appears that an issue has arisen which, if proven, could result in disciplinary action being taken against a Relevant Statutory Chief Officer, the matter will be referred to an Investigating and Disciplinary Committee for consideration at the earliest opportunity.

6 Investigating and Disciplinary Committee (IDC)

- 6.1 The Investigating and Disciplinary Committee shall be responsible for conducting the preliminary investigation which is further referred to in paragraph 7 below.
- 6.2 The Investigating and Disciplinary Committee should:
- a. Include no fewer than five elected Members;
 - b. Not include any Member with a direct personal involvement in the complaint;
 - c. Be politically balanced; and
 - d. Include at least one Member of the Executive Member.
- 6.3 The Investigating and Disciplinary Committee shall appoint a Chair to oversee the function of the Committee.

6.4 The Investigating and Disciplinary Committee may have to:

- a. Meet at short notice; and
- b. Ensure its members do not have a conflict of interest and therefore substitutes will be required to be appointed by Council.

7 Appeals Committee

7.1 The Council will be required to establish and Appeal Committee.

7.2 The purpose of the Appeals Committee is limited to:

- a. Hear appeals against action taken short of dismissal; and
- b. To take a decision either to confirm the action or to impose no sanction or a lesser sanction.

7.3 The Appeals Committee should:

- a. Include no fewer than five elected Members;
- b. Not include any Member with a direct personal involvement in the complaint;
- c. Be politically balanced;
- d. Include at least one Member of the Executive Member.

8 Independent Panel

8.1 The council will appoint at least two Independent Persons who have been appointed by the Council or by another council for the purposes of the Council's Code of Conduct procedures pursuant to the Localism Act 2011. Membership of the Panel is in the following priority order:

- a. An independent person who has been appointed by the Council and who is a local government elector in York;
- b. Any other independent person who has been appointed by the Council; and
- c. An independent person who has been appointed by another council(s)

- 8.2 The Council will provide appropriate training for Independent panel members.

NOTE: For the purposes of investigation of the statutory Chief Officers, Independent Persons will be referred to as ~~the~~ Independent Investigators and appointments will be sought from the approved panel held centrally by the JNC Joint Secretaries

9 Timescale

- 9.1 The procedure does not generally incorporate prescriptive timescales as it is recognised that these could be impracticable to achieve in the circumstances of a particular case. Where time limits do apply, they are included within the relevant section of this procedure. However, it is implicit that all stages of the procedure be operated expeditiously by all parties in order to avoid unnecessary delay and prejudice to the interests of all parties.

10 Suspension

- 10.1 Suspension is not regarded as disciplinary action under this procedure but as a neutral act which may be implemented where it is envisaged that the Statutory Chief Officer's continuing presence at work might compromise the investigation or otherwise impair the efficient exercise of the Council's functions.
- 10.2 Suspension may also be necessary if an allegation is such that, if proven, it would amount to gross misconduct.
- 10.3 The decision to suspend a Statutory Chief Officer will rest with the Investigating and Disciplinary Committee. Urgent or exceptional cases will include where the continuing presence of the Statutory Chief Officer could be a serious danger to the health and safety of others, or a serious risk to the resources, information, or reputation of the Council. In these cases, the Chair of the IDC can suspend.

- 10.4 Save in urgent or exceptional cases, prior to imposing suspension in any case, the Investigating and Disciplinary Committee shall inform the Statutory Chief Officer, in writing, of the reason for the proposed suspension and the Statutory Chief Officer shall have the opportunity to make representations before a decision is taken.
- 10.5 In urgent or exceptional cases, the Statutory Chief Officer shall be informed of such reasons in writing and may make representations to the Chair of the IDC.
- 10.6 The necessity for the Statutory Chief Officer to remain suspended should be reviewed at regular intervals and, where possible, lengthy periods of suspension should be avoided. Further, specific consideration should be given as to whether alternative working arrangements might be implemented which could avoid the need for the Statutory Chief Officer's suspension, whilst avoiding any prejudice to the investigation or to the efficient exercise of the Council's functions.
- 10.7 Absence from duty during any period of suspension shall be on full pay.
- 10.8 Any suspension should not last longer than 2 months from the day on which it takes effect, and only continued following consultation with the ~~Independent Investigator~~ after taking into account any representations made by the ~~Chief Operating Officer~~Head of Paid Service (or the Monitoring Officer if the complaint relates to the Head of Paid Service).

11 Preliminary Investigation

- 11.1 The Investigatory and Disciplinary Committee shall undertake a preliminary investigation into the allegations of conduct or capability, or other issues under investigation in order to determine whether a case to answer appears to exist which requires further consideration.
- 11.2 As soon as practicable, the Chair of the ~~Investigating and Disciplinary Committee~~ will inform the statutory Chief Officer in

writing of the allegations and or issues under investigation and provide any evidence the Committee is to consider and of their right to present oral evidence.

- 11.3 The statutory Chief Officer will be invited to submit written representations and any evidence, including witness evidence, ~~which he or she~~ they wished the committee to consider. It is not anticipated that witnesses will be required at an initial hearing, however the discretion to call witnesses lies solely with the Investigating and Disciplinary Committee.
- 11.4 Following very careful consideration of all of the material both relating to the allegations and the submissions by the statutory Chief Officer, the Committee will decide whether:
- a. The issue requires no further formal action under this procedure;
OR
 - b. If the matter is not serious but there is some minor fault or error on the part of the statutory Chief Officer, then the Committee can issue an informal unrecorded warning; OR
 - c. The issue should be referred to an Independent Investigator.
- 11.5 The statutory Chief Officer will be informed of the decision without delay.

12 Appointment of an Independent Investigator

- 12.1 The Investigating and Disciplinary Committee will be responsible for the appointment of an Independent Investigator and will be appointed from the list held centrally by the JNC Joint Secretaries.
- 12.2 The Independent Investigator will be provided with all necessary facilities, provision of all information and also be responsible for remuneration of the Independent person.
- 12.3 The ~~statutory~~ Statutory Chief Officer has up to 14 days to agree to the appointment of a selected Independent person, ~~and if the~~ Statutory Chief Officer fails to respond within the 14 days period,

the Committee can go ahead with the selection of an Independent person.

- 12.4 The Investigating and Disciplinary Committee has responsibility for providing the Independent Investigator with
- a. Terms of reference for the investigation;
 - b. Details of the precise allegations and or issues to be investigated;
 - c. Provision of access to sources of information and people identified as relevant to the case;
 - d. Clarity as to timescales and any other known factors which may hinder the investigation e.g., availability or not of individuals.

13 The Independent Investigation

- 13.1 Once appointed the Independent Investigator has full responsibility for the conduct of the investigation and will ultimately prepare a detailed report stating whether in their opinion:
- a. Whether, and if so the extent to which, the evidence obtained supports any allegation of misconduct or incapability or supports a need for action under this procedure for some other substantial reason; and
 - b. Recommending any disciplinary action (if any is appropriate) OR
 - c. Recommending a range of actions which appear to be appropriate for the authority to take against the ~~statutory~~ Statutory Chief Officer.

14 Receipt and Consideration of the Independent Investigators Report by the Investigating and Disciplinary committee

- 14.1 The Investigating and Disciplinary Committee will receive the report and has authority from the council to take a decision on the outcome.
- 14.2 Unless the ~~statutory~~ Statutory Chief Officer is fully exonerated by the report, ~~then~~ he or she will be given an opportunity to state their case before the Investigating and Disciplinary Committee makes a decision. There will also be the opportunity to question witnesses

where relevant.

- 14.3 Having considered all of the material before it and the potential of any new evidence which may arise, the Investigating and Disciplinary Committee may:
- a. Take no further action;
 - b. Recommend informal resolution or other appropriate procedures;
 - c. Refer back to the Independent Investigator for further investigation and report;
 - d. Take disciplinary action against the ~~statutory~~ Statutory Chief Officer short of dismissal; or
 - e. Propose dismissal of the ~~statutory~~ Statutory Chief Officer
- 14.4 The ~~statutory~~ Statutory Chief Officer has a right of appeal against the decision of the Investigating and Disciplinary Committee.

15 Circumstances where dismissal of the statutory Chief Officer is proposed

- 15.1 Where the Investigatory and Disciplinary Committee has determined that dismissal (whether summary or on notice) is the appropriate action in the circumstances, the Council must approve that dismissal before notice of dismissal is given and notice of dismissal must not be issued until an opportunity has been given to Members of the Executive to object to the dismissal.
- 15.2 The Investigating and Disciplinary Committee will notify the Head of HR that it is proposing to the Council that the Statutory Chief Officer be dismissed and that the Executive objections procedure should commence in accordance with the Local Authorities (Standing Orders) (England) Regulations 2001.
- 15.3 The Head of HR will notify all Members of the Executive of:
- a. The fact that the Investigating and Disciplinary Committee is proposing to the Council that it dismisses the Statutory Chief Officer;
 - b. Any other particulars relevant to the dismissal; and

- c. The period by which any objection to the dismissal is to be made by the Leader on behalf of the Executive, to the Head of HR.
- 15.4 At the end of the period of notification, the Head of HR will inform the Sub Committee that either:
- a. The Leader has notified that neither they nor any Member of the Executive has any objection to the dismissal;
 - b. No objections have been received from the Leader in the period;
or
 - c. An objection or objections have been received and provide details of the objections.
- 15.5 The Investigating and Disciplinary Committee shall consider any objections and satisfy itself as to whether any of the objections are both material and well founded. If they are well founded, the Investigating and Disciplinary Committee will act accordingly which may include consideration of the impact of the Executive objections on the Investigation Report and relevance to the sanction or the commissioning of further investigation by the Independent Investigator.
- 15.6 Once the Investigating and Disciplinary Committee is satisfied that there are no material and well-founded objections to the proposal to dismiss, it will inform the Statutory Chief Officer of the decision and put that proposal to the Independent Panel along with the Independent Investigators report and any other necessary material or documentation it considers appropriate.

16 Appointment and role of the Independent Panel

- 16.1 The Independent Panel must be appointed at least 20 days before the meeting of Council at which the recommendation for dismissal is to be considered.
- 16.2 The role of the Panel is to offer any advice, views or recommendations it may have to Council on the proposal for dismissal.

- 16.3 The Panel will receive all necessary material including the Independent Investigators report and the representations of the ~~statutory~~ Statutory Chief Officer and the Panel may ask the Independent Investigator and the ~~statutory~~ Statutory Chief Officer questions if required.
- 16.4 The Panel will then formulate advice, views and recommendations it wishes to present to Council. If the Panel is recommending an alternative course of action to dismissal then it should provide clear reasons.

17 Role of Full Council

- 17.1 Council is required to approve the dismissal before a notice of dismissal is issued.
- 17.2 The ~~statutory~~ Statutory Chief Officer may attend council to put forward their views and may also be represented.
- 17.3 The Council is at liberty to reject the proposal to dismiss and may substitute a lesser sanction and in some circumstances may refer the matter back to the Investigating and Disciplinary Committee to determine the sanction.

18 Appeals against dismissal

- 18.1 Where the Investigating and Disciplinary Committee makes a proposal to dismiss a ~~statutory~~ Statutory Chief Officer, the hearing by Council will fulfil the appeal function.

19 Appeals against action short of dismissal

- 19.1 The Statutory Chief Officer shall have the right to appeal the Investigating and Disciplinary Committee's decision to the Appeal

Committee. The Statutory Officer Appeals Committee will consider the report of the Independent Investigator and any other relevant information considered by the Investigating and Disciplinary Committee.

- 19.2 The process for appeal will be conducted in accordance with the Council's existing policies relating generally to all employees.
- a. The Statutory Officer Appeal Committee will give careful consideration to all of the material before it, including the views of the ~~statutory~~ Statutory Chief Officers, and may conduct any further investigation it considers necessary to reach a decision.
 - b. The decision of the Statutory Officer Appeals Committee is final.

Annex 2

Disciplinary Procedure for Non Statutory Chief Officers

1 Scope of Procedure

- 1.1 For all formal disciplinary related matters in respect of a non-statutory-Statutory Chief Officer, the Council's existing HR policies and procedures will apply.

2 Initial Filter Stage

- 2.1 If an allegation of potential misconduct against a non-statutory Chief Officer is made, the Head of Paid Service (or as delegated to their Chief Officer), in conjunction with the Head of HR, will conduct a filter process of the allegations.
- 2.2 The Head of Paid Service (or as delegated to their Chief Officer), will determine whether the allegations should be filtered out of the process on the basis that they are clearly unfounded, trivial or can best be dealt with under some other procedure.
- 2.3 The Head of Paid Service (or as delegated to their Chief Officer shall also consider whether early informal resolution of the issues with the non-statutory-Statutory Chief Officer is appropriate, any final decision as to early resolution of the issues will be made by the Head of HR.
- 2.4 If an informal resolution is not appropriate, the Head of Paid Service (or as delegated to their Chief Officer) will consider the evidence and, unless the matters are clearly unfounded or trivial, the Head of Paid Service (or as delegated to their Chief Officer) may contact the non-statutory-Statutory Chief Officer informing him or her of the allegations and asking for their representations. A meeting may be arranged by the Head of Paid Service (or as delegated to their Chief Officer) with the non-statutory-Statutory Chief Officer to discuss the allegations.

- 2.5 Having discussed the non-~~statutory~~ Statutory Chief Officer's views and evidence available, the Head of Paid Service (or as delegated to their Chief Officer) will draft an initial filter report.
- 2.6 The draft filter report will be shared with the Head of HR for comment. The Head of Paid Service (or as delegated to their Chief Officer) will finalise the filter report and will take into consideration the views of the Head of HR.
- 2.7 If the ~~Head of Paid Service~~ (or as delegated to their Chief Officer) decides that the allegations should be filtered out of the process, this shall be the end of the procedure and the non-statutory Chief Officer will be sent a letter informing him or her of the decision as soon as possible.
- 2.8 If the Head of Paid Service (or as delegated to their Chief Officer) decides that the allegations should be progressed, the filter report and evidence should be finalised. This should include comments from Head of HR, and Head of Paid Service if this has been delegated to Chief Officers.
- 2.9 In the event that there is a case to answer, the procedures as detailed within the Council's existing HR policies will commence.

Appendix 12 – Officer Employment Procedure Rules

To note: all staffing issues are a non-executive function and arrangements or any committees required must be done so by Council and not the Executive and or Leader of the Council.

1 Recruitment and Appointment of Officers

Declarations

- 1.1 The Council will draw up a statement requiring any candidate for appointment as an Officer to state in writing whether they are related to any Councillor or Council Officer or if they have a substantial relationship with any Councillor or Council Officer. Such a relationship would include parent, grandparent, partner, child, stepchild, adopted child, grandchild, brother, sister, uncle, aunt, nephew or niece of a Councillor or an Officer of the Council; or of the partner of such persons. No candidate related to a Councillor or an Officer will be appointed without the authority of the relevant Chief Officer or an Officer nominated by them.

Seeking support for appointment

- 1.2 The Council will disqualify any applicant who directly or indirectly seeks the support of any Councillor for any appointment with the Council. No Councillor will seek support for any person for any appointment with the Council.
- 1.3 This does not preclude a Councillor from giving a reference for a candidate for submission with an application for appointment.

Appointments

- 1.4 Subject to the paragraphs below and the exceptions detailed therein, the appointment of Officers is the responsibility of the Head of Paid Service, as delegated to Chief Officers or Officers nominated by the Head of Paid Service for their service area under the Officer Scheme

of Delegations at Appendix 1, and such appointments must not be made by Councillors. This provision does not apply to the appointment of the Chief Officers listed at paragraph 3.4 of Article 11 of this Constitution, or Assistants to Political Groups.

2 Appointment of Assistants to Political Groups

2.1 A Group qualifies for an Assistant if:

- a. The Membership of that Group comprises of at least one tenth of the membership of the Council;
- b. No more than two other groups on the Council are larger, and if more than two Groups are larger or the same size as the Group, the Council have decided that a post should be allocated to the Group; and
- c. If a Group has a membership that comprises one-tenth or more of the membership of the authority then the Groups qualifying for the post shall be that Group and one other Group; the other Group shall be the one with the next largest membership, or if there is equality of members between the Groups, then the authority shall decide, before allocating the first Assistant.

2.2 No appointment to a post of Assistant to a Political Group on the Council will be made until such posts have been allocated to each Group which qualifies. No more than 3 such posts shall be created. No Group shall be allocated more than 1 such post and no such post shall be allocated to a Group which does not qualify for one.

2.3 An Assistant to a Political Group may not have delegated to them any of the powers of the Council or of the Executive.

2.4 Appointment of an Assistant to a Political Group shall be made in accordance with the wishes of that Political Group.

2.5 The appointment of Assistants to Political Groups is a fixed term appointment up to the Annual Meeting following an election.

3 Appointment of the Director of Public Health

3.1 A Panel comprising the following will appoint the Director of Public Health:

- a. A Councillor as determined by the Head of HR;
- b. the Head of Paid Service or an Officer nominated by them;
- c. an externally facilitated assessor appointed following consultation with the Faculty of Public Health and agreed by Public Health England;
- d. The Regional Director of Public Health or their nominated deputy;
- e. A senior NHS representative to be determined by the Corporate Director of People.

3.2 An offer of employment regarding the Director of Public Health appointment shall only be made where no well-founded objection from any Member of the Executive has been received.

4 Recruitment and Appointment of Head of Paid Service

4.1 Where the Council proposes to appoint a Head of Paid Service, whether by way of permanent or temporary appointment, and it is not proposed that the appointment be made exclusively from among their existing Officers, the Council will draw up a statement specifying:

- a. the duties of the Officer concerned; and
- b. any qualifications or qualities to be sought in the person to be appointed

- 4.2 The Council will make arrangements for the post to be advertised in such a way as is likely to bring it to the attention of persons who are qualified to apply for it and will make arrangements for a copy of the statement set out above to be sent to any person on request.
- 4.3 This procedure at para 4.1 and 4.2 above does not apply where it is proposed that the appointment be made exclusively from among the Council's existing officers. In this instance the Council's internal recruitment policy and procedures will be followed in terms of advertisement of the role.
- 4.4 A Chief Officer Appointments Sub Committee will either interview all qualified applicants for the post or select a shortlist of such applicants and interview those included on the shortlist.
- 4.5 The Chief Officer Appointments Sub Committee must include at least one Member of the Executive and the composition of the Panel will be undertaken in consultation with the Head of HR.
- 4.6 Where no qualified person has applied, or the Chief Officer Sub Committee determines that it has not identified a sufficient shortlist to proceed to interview, the Council will make further arrangements for advertisement of the post.

Offer of Appointment and Procedure for seeking objections

- 4.7 Any proposal to appoint the Head of Paid Service shall only be made where no well-founded objection from any Member of the Executive has been received. No offer of appointment must be made until:
- a. The Panel proposing to appoint must notify the Head of HR of the name of the person to whom it is proposed the offer is made, together with any other relevant particulars;
 - b. The Head of HR must notify every Executive Member of the name of the person to whom it is proposed the offer of employment is made and any other relevant particulars;
 - c. The period of no more than 5 working days, within which any objection to the making of the offer of employment is to be

made by the Leader, on behalf of Executive, to the Head of HR; and;

d. Either:

- The Leader has, within the period specified in the notice, notified the Panel appointing that neither he nor any other Executive Member has any objection to the making of the offer; or;
- The Head of HR has notified the Panel that no objection was received by them within that period from the Leader; or;
- The Panel appointing is satisfied that any objection received from the Leader within that period is not material or is not well-founded.

4.8 Full Council will approve the appointment of the Head of Paid Service following the recommendation of such an appointment by The Chief Officer Appointments Sub Committee.

5 Recruitment and Appointment of other Chief Officers set out at paragraph 3.4 of Article 11

5.1 Where the Council proposes to appoint to a Chief Officer as defined at paragraph 3.4 of Article 11 of the Constitution, whether by way of permanent or temporary appointment, and it is not proposed that the appointment be made exclusively from among their existing Officers, the Council will draw up a statement specifying:

- a. the duties of the Officer concerned; and
- b. any qualifications or qualities to be sought in the person to be appointed.

5.2 The Council will make arrangements for the post to be advertised in such a way as is likely to bring it to the attention of persons who are qualified to apply for it and will make arrangements for a copy of the statement set out above to be sent to any person on request.

- 5.3 This procedure at para 5.1 and 5.2 above does not apply where it is proposed that the appointment be made exclusively from among the Council's existing officers. In this instance the Council's internal recruitment policy and procedures will be followed in terms of advertisement of the role.
- 5.4 A Chief Officer Appointments Sub Committee will either interview all qualified applicants for the post or select a shortlist of such applicants and interview those included on the shortlist.
- 5.5 The Chief Officer Appointments Sub Committee must include at least one Member of the Executive and the composition of the Panel will be undertaken in consultation with the Head of HR.
- 5.6 Where no qualified person has applied, or the Chief Officer Sub Committee determines that it has not identified a sufficient shortlist to proceed to interview, the Council will make further arrangements for advertisement of the post.

Offer of Appointment and Procedure for seeking objections

- 5.7 Any proposal to appoint a Chief Officer as defined at paragraph 3.4 of Article 11 of the Constitution shall only be made where no well-founded objection from any Member of the Executive has been received. No offer of appointment must be made until:
- a. The Panel proposing to appoint must notify the Head of HR of the name of the person to whom it is proposed the offer is made, together with any other relevant particulars;
 - b. The Head of HR must notify every Executive Member of the name of the person to whom it is proposed the offer of employment is made and any other relevant particulars;
 - c. The period of no more than 5 working days, within which any objection to the making of the offer of employment is to be made by the Leader, on behalf of Executive, to the Head of HR; and;
 - d. Either:
 - The Leader has, within the period specified in the notice, notified the Panel appointing that neither he nor

any other Executive Member has any objection to the making of the offer; or;

- The Head of HR has notified the Panel that no objection was received by them within that period from the Leader; or;
- The Panel appointing is satisfied that any objection received from the Leader within that period is not material or is not well-founded.

5.8 The appointment of Chief Officers as defined at paragraph 3.4 of Article 11 of the Constitution will be reported to Full council for noting only. The approval of Full council is not required other than for the post of Head of Paid Service.

5.9 Where the Head of HR is unable to act, the Head of Paid Service will nominate another Chief Officer to act in their place.

6 Disciplinary Action and Dismissal

6.1 Disciplinary action means any action occasioned by alleged misconduct which, if proved, would according to the usual practice of the authority be recorded on the Officer's personal file, and includes proposals for dismissal for any reason other than redundancy, permanent ill-health or infirmity of mind or body, but does not include failure to renew a contract of employment for a fixed term unless the Council has undertaken to renew such a contract.

7 Action against other Officers (other than Assistants to Political Groups)

7.1 Any action against Officers (other than those Chief Officers as defined at paragraph 3.4 of Article 11 of the Constitution, or Assistants to Political Groups) shall be the responsibility of the Head of Paid Service, as delegated to Chief Officers or Officers nominated by the Head of Paid Service for their service area under the Officer Scheme of Delegations at Appendix 1, and decisions regarding action against these Officers may not be made by Councillors.

8 Action of the Director of Public Health

- 8.1 In considering any disciplinary or dismissal action against the Director of Public Health, the Council will have regard to the provisions of Health and Social Care legislation and any associated guidance issued by the Secretary of State.
- 8.2 Before terminating the appointment of a Director of Public Health, the Council will consult with the Secretary of State.

9 Statutory Chief Officers

- 9.1 Annex 1 sets out the procedure relating to disciplinary action to be taken against the Head of Paid Service, the Monitoring Officer, and the Chief Finance Officer (S151 Officer).

10 Other Chief Officers

- 10.1 Annex 2 sets out the procedure relating to all other Chief Officers, which includes Deputy Chief Officers. The definition of all of these Officers can be found in Section 2 of the Local Government and Housing Act 1989.

Annex 1

Disciplinary Procedure for the Head of Paid Service (Chief Operating Officer), the Monitoring Officer, and Chief Finance (s151) Officer

1 Scope of Procedure

- 1.1 This disciplinary procedure is based on that set out in the Joint Negotiating Committee for Local Authority Chief Executives National Salary Framework and Conditions of Service Handbook (the JNC Handbook) as updated on 13 October 2016. It applies to the Head of Paid Service, Monitoring Officer, and Chief Finance Officer (S151 Officer), jointly referred to as the “Statutory Chief Officers”.
- 1.2 This procedure has been adopted by the Council for the purposes of dealing with disciplinary, capability and other substantial issues in relation to the Statutory Chief Officers. For the avoidance of doubt, this procedure also applies to a breakdown in trust and confidence between the Statutory Chief Officers and the Council.
- 1.3 Minor conduct issues can often be resolved informally. Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).
- 1.4 The objective of this procedure is to:
 - a. Encourage Officers to achieve and maintain acceptable standards of behaviour;
 - b. Provide a fair and consistent method of dealing with alleged failure to maintain acceptable standards of behaviour;
 - c. Minimise disagreements about disciplinary matters; and
 - d. Reduce the need for disciplinary action and dismissals.
- 1.5 Save where alternative arrangements have been agreed in advance between the Council and the Statutory Chief Officer, the steps set out in this procedure must be followed. The parties recognize that it may be necessary to depart from the procedure, from time to time, according to the particular circumstances of a case. In such

circumstances, both parties agree to give fair consideration to reasonable proposals to modify the procedure accordingly.

- 1.6 This procedure does not form part of a Statutory Chief Officer's contract of employment, and it may be amended at any time, subject to compliance with the Local Authorities (Standing Orders) (England) Regulations 2001 (as amended).
- 1.7 Any disciplinary matters will be dealt with sensitively and with due respect for the privacy of any individuals involved. All individuals involved must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.

2 Initial Filter Stage

- 2.1 If an allegation of potential misconduct against a Statutory Chief Officer is made, the Head of HR, in conjunction with the Head of Paid Service (or the Monitoring Officer and the Leader if the allegation is against the Head of Paid Service), will conduct a filter process of the allegations.
- 2.2 The Head of Paid Service with the Head of HR (or the Head of HR, the Monitoring Officer, and the Leader, where the allegation is against the Head of Paid Service) will determine whether the allegations should be filtered out of the process on the basis that they are clearly unfounded, trivial, can be dealt with informally or can best be dealt with under some other procedure.
- 2.3 The Head of Paid Service with the Head of HR (or the Head of HR, the Monitoring Officer, and the Leader, where the allegation is against the Head of Paid Service) shall also consider whether early informal resolution of the issues with the Statutory Chief Officer is appropriate, and any final decision as to early resolution of the issues will be made by the Head of Paid Service in conjunction with the Head of HR (or the Head of HR, the Monitoring Officer, and the Leader, where the allegation is against the Head of Paid Service).
- 2.4 The Head of Paid Service with the Head of HR (or the Head of HR, the Monitoring Officer, and the Leader, where the allegation is against

the Head of Paid Service) will conduct an initial review of the allegation, which includes speaking with the Statutory Officer about whom the allegation is made.

- 2.5 This review will be considered by the Head of Paid Service with the Head of HR (or the Head of HR, the Monitoring Officer, and the Leader, where the allegation is against the Head of Paid Service), where this can be resolved informally a meeting will be held with the statutory officer to agree the resolution.
- 2.6 Where an informal resolution is not appropriate, the draft filter report will be shared with the Head of HR and the Chair of the Investigating and Disciplinary Committee (IDC) for comment. The Head of Paid Service (or Monitoring Officer if the complaint is against the Head of Paid Service) will finalise the filter report and will take into consideration the views of the Head of HR and the Chair of the IDC, however, the filter decision is an officer decision for the Head of Paid Service (or the Monitoring Officer where it is against the Head of Paid Service) to determine.
- 2.7 If the Head of Paid Service (or the Monitoring Officer is the compliant is against the Head of Paid Service) decides that the allegations should be filtered out of the process, this shall be the end of the procedure and the Statutory Chief Officer will be sent a letter informing him or her of the decision as soon as possible.
- 2.8 If the Head of Paid Service (or the Monitoring Officer is the compliant is against the Head of Paid Service) decides that the allegations should be progressed, the filter report and evidence considered should be finalised and presented to the IDC.

3 Informal resolution

- 3.1 In accordance with recommendations in the JNC Handbook, the Council and the Statutory Chief Officer should seek an informal resolution before formal disciplinary proceedings are commenced. The Head of HR will be responsible for seeking an informal resolution with the Statutory Chief Officer. If informal resolution is not possible, the Head of Paid Service (or the Monitoring Officer if it is about the

Head of Paid Service) with Head of HR will inform the Chair of the IDC of the complaint/allegation made against the Statutory Chief Officer and the failure to achieve an informal resolution.

4 Formal Resolution

- 4.1 At all stages of the disciplinary process, the Council will refer the JNC Handbook for Chief Executives for procedural guidance.

5 Roles and Responsibilities

- 5.1 Where it appears that an issue has arisen which, if proven, could result in disciplinary action being taken against a Statutory Chief Officer, the matter will be referred to an Investigating and Disciplinary Committee for consideration at the earliest opportunity.

6 Investigating and Disciplinary Committee (IDC)

- 6.1 The Investigating and Disciplinary Committee shall be responsible for conducting the preliminary investigation which is further referred to in paragraph 7 below.
- 6.2 The Investigating and Disciplinary Committee should:
- a. Include no fewer than five elected Members;
 - b. Not include any Member with a direct personal involvement in the complaint;
 - c. Be politically balanced; and
 - d. Include at least one Member of the Executive Member.
- 6.3 The Investigating and Disciplinary Committee shall appoint a Chair to oversee the function of the Committee.
- 6.4 The Investigating and Disciplinary Committee may have to:
- a. Meet at short notice; and
 - b. Ensure its members do not have a conflict of interest and therefore substitutes will be required to be appointed by Council.

7 Appeals Committee

- 7.1 The Council will be required to establish and Appeal Committee.
- 7.2 The purpose of the Appeals Committee is limited to:
- a. Hear appeals against action taken short of dismissal; and
 - b. To take a decision either to confirm the action or to impose no sanction or a lesser sanction.
- 7.3 The Appeals Committee should:
- a. Include no fewer than five elected Members;
 - b. Not include any Member with a direct personal involvement in the complaint;
 - c. Be politically balanced;
 - d. Include at least one Member of the Executive Member.

8 Independent Panel

- 8.1 The council will appoint at least two Independent Persons who have been appointed by the Council or by another council for the purposes of the Council's Code of Conduct procedures pursuant to the Localism Act 2011. Membership of the Panel is in the following priority order:
- a. An independent person who has been appointed by the Council and who is a local government elector in York;
 - b. Any other independent person who has been appointed by the Council; and
 - c. An independent person who has been appointed by another council(s)
- 8.2 The Council will provide appropriate training for Independent panel members.

NOTE: For the purposes of investigation of the statutory Chief Officers, Independent Persons will be referred to as Independent Investigators and appointments will be sought from the approved panel held centrally by the JNC Joint Secretaries

9 Timescale

- 9.1 The procedure does not generally incorporate prescriptive timescales as it is recognised that these could be impracticable to achieve in the circumstances of a particular case. Where time limits do apply, they are included within the relevant section of this procedure. However, it is implicit that all stages of the procedure be operated expeditiously by all parties in order to avoid unnecessary delay and prejudice to the interests of all parties.

10 Suspension

- 10.1 Suspension is not regarded as disciplinary action under this procedure but as a neutral act which may be implemented where it is envisaged that the Statutory Chief Officer's continuing presence at work might compromise the investigation or otherwise impair the efficient exercise of the Council's functions.
- 10.2 Suspension may also be necessary if an allegation is such that, if proven, it would amount to gross misconduct.
- 10.3 The decision to suspend a Statutory Chief Officer will rest with the Investigating and Disciplinary Committee. Urgent or exceptional cases will include where the continuing presence of the Statutory Chief Officer could be a serious danger to the health and safety of others, or a serious risk to the resources, information, or reputation of the Council. In these cases, the Chair of the IDC can suspend.
- 10.4 Save in urgent or exceptional cases, prior to imposing suspension in any case, the Investigating and Disciplinary Committee shall inform the Statutory Chief Officer, in writing, of the reason for the proposed suspension and the Statutory Chief Officer shall have the opportunity to make representations before a decision is taken.
- 10.5 In urgent or exceptional cases, the Statutory Chief Officer shall be informed of such reasons in writing and may make representations to the Chair of the IDC.
- 10.6 The necessity for the Statutory Chief Officer to remain suspended should be reviewed at regular intervals and, where possible, lengthy periods of suspension should be avoided. Further, specific

consideration should be given as to whether alternative working arrangements might be implemented which could avoid the need for the Statutory Chief Officer's suspension, whilst avoiding any prejudice to the investigation or to the efficient exercise of the Council's functions.

- 10.7 Absence from duty during any period of suspension shall be on full pay.
- 10.8 Any suspension should not last longer than 2 months from the day on which it takes effect, and only continued following consultation with the Independent Investigator after taking into account any representations made by the Head of Paid Service (or the Monitoring Officer if the complaint relates to the Head of Paid Service).

11 Preliminary Investigation

- 11.1 The Investigatory and Disciplinary Committee shall undertake a preliminary investigation into the allegations of conduct or capability, or other issues under investigation in order to determine whether a case to answer appears to exist which requires further consideration.
- 11.2 As soon as practicable, the Chair of the Investigating and Disciplinary Committee will inform the statutory Chief Officer in writing of the allegations and or issues under investigation and provide any evidence the Committee is to consider and of their right to present oral evidence.
- 11.3 The statutory Chief Officer will be invited to submit written representations and any evidence, including witness evidence, which they wish the committee to consider. It is not anticipated that witnesses will be required at an initial hearing, however the discretion to call witnesses lies solely with the Investigating and Disciplinary Committee.

- 11.4 Following very careful consideration of all of the material both relating to the allegations and the submissions by the statutory Chief Officer, the Committee will decide whether:
- a. The issue requires no further formal action under this procedure;
OR
 - b. If the matter is not serious but there is some minor fault or error on the part of the statutory Chief Officer, then the Committee can issue an informal unrecorded warning; OR
 - c. The issue should be referred to an Independent Investigator.
- 11.5 The statutory Chief Officer will be informed of the decision without delay.

12 Appointment of an Independent Investigator

- 12.1 The Investigating and Disciplinary Committee will be responsible for the appointment of an Independent Investigator and will be appointed from the list held centrally by the JNC Joint Secretaries.
- 12.2 The Independent Investigator will be provided with all necessary facilities, provision of all information and also be responsible for remuneration of the Independent person.
- 12.3 The Statutory Chief Officer has up to 14 days to agree to the appointment of a selected Independent person. If the Statutory Chief Officer fails to respond within the 14 day period, the Committee can go ahead with the selection of an Independent person.
- 12.4 The Investigating and Disciplinary Committee has responsibility for providing the Independent Investigator with
- a. Terms of reference for the investigation;
 - b. Details of the precise allegations and or issues to be investigated;
 - c. Provision of access to sources of information and people identified as relevant to the case;
 - d. Clarity as to timescales and any other known factors which may hinder the investigation e.g., availability or not of individuals.

13 The Independent Investigation

- 13.1 Once appointed the Independent Investigator has full responsibility for the conduct of the investigation and will ultimately prepare a detailed report stating whether in their opinion:
- a. Whether, and if so the extent to which, the evidence obtained supports any allegation of misconduct or incapability or supports a need for action under this procedure for some other substantial reason; and
 - b. Recommending any disciplinary action (if any is appropriate) OR
 - c. Recommending a range of actions which appear to be appropriate for the authority to take against the Statutory Chief Officer.

14 Receipt and Consideration of the Independent Investigators Report by the Investigating and Disciplinary committee

- 14.1 The Investigating and Disciplinary Committee will receive the report and has authority from the council to take a decision on the outcome.
- 14.2 Unless the Statutory Chief Officer is fully exonerated by the report, he or she will be given an opportunity to state their case before the Investigating and Disciplinary Committee makes a decision. There will also be the opportunity to question witnesses where relevant.
- 14.3 Having considered all of the material before it and the potential of any new evidence which may arise, the Investigating and Disciplinary Committee may:
- a. Take no further action;
 - b. Recommend informal resolution or other appropriate procedures;
 - c. Refer back to the Independent Investigator for further investigation and report;
 - d. Take disciplinary action against the Statutory Chief Officer short of dismissal; or
 - e. Propose dismissal of the Statutory Chief Officer

14.4 The Statutory Chief Officer has a right of appeal against the decision of the Investigating and Disciplinary Committee.

15 Circumstances where dismissal of the statutory Chief Officer is proposed

15.1 Where the Investigatory and Disciplinary Committee has determined that dismissal (whether summary or on notice) is the appropriate action in the circumstances, the Council must approve that dismissal before notice of dismissal is given and notice of dismissal must not be issued until an opportunity has been given to Members of the Executive to object to the dismissal.

15.2 The Investigating and Disciplinary Committee will notify the Head of HR that it is proposing to the Council that the Statutory Chief Officer be dismissed and that the Executive objections procedure should commence in accordance with the Local Authorities (Standing Orders) (England) Regulations 2001.

15.3 The Head of HR will notify all Members of the Executive of:

- a. The fact that the Investigating and Disciplinary Committee is proposing to the Council that it dismisses the Statutory Chief Officer;
- b. Any other particulars relevant to the dismissal; and
- c. The period by which any objection to the dismissal is to be made by the Leader on behalf of the Executive, to the Head of HR.

15.4 At the end of the period of notification, the Head of HR will inform the Sub Committee that either:

- a. The Leader has notified that neither they nor any Member of the Executive has any objection to the dismissal;
- b. No objections have been received from the Leader in the period; or
- c. An objection or objections have been received and provide details of the objections.

- 15.5 The Investigating and Disciplinary Committee shall consider any objections and satisfy itself as to whether any of the objections are both material and well founded. If they are well founded, the Investigating and Disciplinary Committee will act accordingly which may include consideration of the impact of the Executive objections on the Investigation Report and relevance to the sanction or the commissioning of further investigation by the Independent Investigator.
- 15.6 Once the Investigating and Disciplinary Committee is satisfied that there are no material and well-founded objections to the proposal to dismiss, it will inform the Statutory Chief Officer of the decision and put that proposal to the Independent Panel along with the Independent Investigators report and any other necessary material or documentation it considers appropriate.

16 Appointment and role of the Independent Panel

- 16.1 The Independent Panel must be appointed at least 20 days before the meeting of Council at which the recommendation for dismissal is to be considered.
- 16.2 The role of the Panel is to offer any advice, views or recommendations it may have to Council on the proposal for dismissal.
- 16.3 The Panel will receive all necessary material including the Independent Investigators report and the representations of the Statutory Chief Officer and the Panel may ask the Independent Investigator and the Statutory Chief Officer questions if required.
- 16.4 The Panel will then formulate advice, views and recommendations it wishes to present to Council. If the Panel is recommending an alternative course of action to dismissal then it should provide clear reasons.

17 Role of Full Council

- 17.1 Council is required to approve the dismissal before a notice of dismissal is issued.
- 17.2 The Statutory Chief Officer may attend council to put forward their views and may also be represented.
- 17.3 The Council is at liberty to reject the proposal to dismiss and may substitute a lesser sanction and in some circumstances may refer the matter back to the Investigating and Disciplinary Committee to determine the sanction.

18 Appeals against dismissal

- 18.1 Where the Investigating and Disciplinary Committee makes a proposal to dismiss a Statutory Chief Officer, the hearing by Council will fulfil the appeal function.

19 Appeals against action short of dismissal

- 19.1 The Statutory Chief Officer shall have the right to appeal the Investigating and Disciplinary Committee's decision to the Appeal Committee. The Statutory Officer Appeals Committee will consider the report of the Independent Investigator and any other relevant information considered by the Investigating and Disciplinary Committee.
- 19.2 The process for appeal will be conducted in accordance with the Council's existing policies relating generally to all employees.
 - a. The Statutory Officer Appeal Committee will give careful consideration to all of the material before it, including the views of the Statutory Chief Officer, and may conduct any further investigation it considers necessary to reach a decision.
 - b. The decision of the Statutory Officer Appeals Committee is final.

Annex 2**Disciplinary Procedure for Non Statutory Chief Officers****1 Scope of Procedure**

- 1.1 For all formal disciplinary related matters in respect of a non-Statutory Chief Officer, the Council's existing HR policies and procedures will apply.

2 Initial Filter Stage

- 2.1 If an allegation of potential misconduct against a non-statutory Chief Officer is made, the Head of Paid Service (or as delegated to their Chief Officer), in conjunction with the Head of HR, will conduct a filter process of the allegations.
- 2.2 The Head of Paid Service (or as delegated to their Chief Officer), will determine whether the allegations should be filtered out of the process on the basis that they are clearly unfounded, trivial or can best be dealt with under some other procedure.
- 2.3 The Head of Paid Service (or as delegated to their Chief Officer) shall also consider whether early informal resolution of the issues with the non-Statutory Chief Officer is appropriate, any final decision as to early resolution of the issues will be made by the Head of HR.
- 2.4 If an informal resolution is not appropriate, the Head of Paid Service (or as delegated to their Chief Officer) will consider the evidence and, unless the matters are clearly unfounded or trivial, the Head of Paid Service (or as delegated to their Chief Officer) may contact the non-Statutory Chief Officer informing him or her of the allegations and asking for their representations. A meeting may be arranged by the Head of Paid Service (or as delegated to their Chief Officer) with the non-Statutory Chief Officer to discuss the allegations.

- 2.5 Having discussed the non-Statutory Chief Officer's views and evidence available, the Head of Paid Service (or as delegated to their Chief Officer) will draft an initial filter report.
- 2.6 The draft filter report will be shared with the Head of HR for comment. The Head of Paid Service (or as delegated to their Chief Officer) will finalise the filter report and will take into consideration the views of the Head of HR.
- 2.7 If the Head of Paid Service (or as delegated to their Chief Officer) decides that the allegations should be filtered out of the process, this shall be the end of the procedure and the non-statutory Chief Officer will be sent a letter informing him or her of the decision as soon as possible.
- 2.8 If the Head of Paid Service (or as delegated to their Chief Officer) decides that the allegations should be progressed, the filter report and evidence should be finalised. This should include comments from Head of HR, and Head of Paid Service if this has been delegated to Chief Officers.
- 2.9 In the event that there is a case to answer, the procedures as detailed within the Council's existing HR policies will commence.

This page is intentionally left blank



CITY OF YORK COUNCIL

CONTRACT PROCEDURE RULES

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed _____ January _____ 2023

CONTENTS

1.	Basic Principles and Compliance	5
2.	Officer Responsibilities	6
	2.1. Authorised Officers	6
	2.2. Chief Officers	8
3.	Relevant Contracts	9
4.	Grants	10
5.	Records	11
6.	Risk Assessment	12
7.	Advertising	12
8.	Powers and Key Decisions	13
9.	Pre-Tender Market Testing, Consultation and Deciding on the appropriate Procurement Route	15
10.	Framework Agreements	16
11.	Procurement Competition Requirements	17
	11.1 Competition Requirements	17
	11.2 Contract value up to and including £5,000	18

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed January 2023

11.3	Contract value over £5,000 and up to and including £100,000	19
11.4	Contract value over £100,000	20
11.5	Contract value over the Procurement Threshold	21
11.6	Assets for Disposal	21
11.7	Concession Contracts	21
12.	Evaluation Criteria and Standards	22
12.1	Evaluation Criteria	22
12.2	Standards	23
13.	Invitation to Tender / Request for Quotation	23
14.	Submission, Receipt and Opening of Tenders / Quotations	24
14.1	Opening of Tenders and Quotations	24
14.2	Hard Copy Arrangements	24
15.	E-auctions	25
16.	Clarification Procedures	27
17.	Evaluation, Financial Appraisal, Award of Contract and Debriefing of Organisations	27
17.1	Evaluation	27
17.2	Financial Appraisals	27
17.3	Award of Contract	27
17.4	Debriefing	29
18.	Post Tender Negotiation	29
19.	Contract Documents	30
19.1	Form of Procurement Documents	30
19.2	Form of Contract	30
19.3	Deeds	31
	All Contracts:	31
19.4	Contract Signature/Sealing	31

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed January 2023

19.5	Legal Services Review of Tenders and Contracts	32
19.6	Bonds and Liquidated & Ascertained Damages	32
20.	Contract Extension and Variation.....	33
	20.1 Extensions	33
	20.2 Variations.....	34
21.	Termination of Contract	35
22.	Prevention of Corruption	35
23.	Declaration of Interests	35
24.	Contract Management / Monitoring.....	36
25.	External Body Grant Funding.....	36
26.	Waiver and Exemptions	36
27.	Breaches of CPRs	40
28.	Data Protection.....	41
Appendix A -	Definitions.....	42
Appendix B -	Arrangements for Schools	50
1.	Basic Principles and Compliance	5
2.	Officer Responsibilities	6
	2.1. Authorised Officers	6
	2.2 Chief Officers.....	8
3.	Relevant Contracts	9

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed January 2023

<u>4. Grants.....</u>	<u>10</u>
<u>5. Records.....</u>	<u>11</u>
<u>6. Risk Assessment.....</u>	<u>12</u>
<u>7. Advertising.....</u>	<u>12</u>
<u>8. Powers and Key Decisions.....</u>	<u>183</u>
<u>9. Pre-Tender Market Testing, Consultation and Deciding on the appropriate Procurement Route</u>	<u>20</u>
<u>10. Framework Agreements</u>	<u>21</u>
<u>11. Procurement Competition Requirements</u>	<u>23</u>
<u>11.1 Competition Requirements</u>	<u>23</u>
<u>11.2 Contract value up to and including £5,000</u>	<u>24</u>
<u>11.3 Contract value over £5,000 and up to and including £100,000</u>	<u>25</u>
<u>11.4 Contract value over £100,000</u>	<u>20</u>
<u>11.5 Contract value over the Procurement Threshold</u>	<u>21</u>
<u>11.6 Assets for Disposal.....</u>	<u>21</u>
<u>11.7 Concession Contracts.....</u>	<u>21</u>
<u>12. Evaluation Criteria and Standards</u>	<u>22</u>
<u>12.1 Evaluation Criteria.....</u>	<u>22</u>
<u>12.2 Standards</u>	<u>23</u>
<u>13. Invitation to Tender / Request for Quotation</u>	<u>23</u>
<u>14. Submission, Receipt and Opening of Tenders / Quotations</u>	<u>24</u>
<u>14.1 Opening of Tenders and Quotations.....</u>	<u>24</u>
<u>14.2 Hard Copy Arrangements</u>	<u>24</u>

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed January 2023

<u>15. E-auctions</u>	<u>25</u>
<u>16. Clarification Procedures</u>	<u>27</u>
<u>17. Evaluation, Financial Appraisal, Award of Contract and Debriefing of Organisations</u>	<u>27</u>
<u>17.1 Evaluation</u>	<u>36</u>
<u>17.2 Financial Appraisals</u>	<u>27</u>
<u>17.3 Award of Contract.....</u>	<u>27</u>
<u>17.4 Debriefing</u>	<u>38</u>
<u>18. Post Tender Negotiation.....</u>	<u>38</u>
<u>19. Contract Documents</u>	<u>30</u>
<u>19.1 Form of Procurement Documents.....</u>	<u>30</u>
<u>19.2 Form of Contract</u>	<u>30</u>
<u>19.3 Deeds</u>	<u>31</u>
<u>All Contracts:.....</u>	<u>31</u>
<u>19.4 Contract Signature/Sealing</u>	<u>31</u>
<u>19.5 Legal Services Review of Tenders and Contracts.....</u>	<u>32</u>
<u>19.6 Bonds and Liquidated & Ascertained Damages</u>	<u>32</u>
<u>20. Contract Extension and Variation.....</u>	<u>33</u>
<u>20.1 Extensions</u>	<u>33</u>
<u>20.2 Variations</u>	<u>45</u>
<u>21. Termination of Contract</u>	<u>47</u>
<u>22. Prevention of Corruption</u>	<u>47</u>
<u>23. Declaration of Interests</u>	<u>35</u>
<u>24. Contract Management / Monitoring.....</u>	<u>48</u>
<u>25. External Body Grant Funding</u>	<u>48</u>

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed _____ January _____ 2023

<u>26. Waiver and Exemptions</u>	<u>49</u>
<u>27. Breaches of CPRs</u>	<u>40</u>
<u>28. Data Protection.....</u>	<u>41</u>
<u>Appendix A - Definitions.....</u>	<u>42</u>
<u>Appendix B - Arrangements for Schools</u>	<u>50</u>
<u>Appendix C - Routine Procurements.....</u>	<u>54</u>

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed January 2023

Contract Procedure Rules

These Contract Procedure Rules (**CPRs**) set out the key responsibilities and actions that Officers and Directors must follow when undertaking procurements.

All procurements and contracting arrangements made by or on behalf of the Council must be carried out in accordance with these CPRs. Rule [2526](#) sets out the only circumstances in which the other Rules are specifically excluded or may be waived. Appendix A contains a series of definitions. Any term which is defined is shown in the CPRs beginning with a capital letter.

Maintained Schools

Where Maintained Schools enter into Contracts, they do so as agents of the Council. Accordingly Maintained Schools must follow these CPRs in addition to the York Scheme for Financing Schools (the **Scheme**), except where specifically stated otherwise. Where any conflict exists between these CPRs and the Scheme, the rules of the Scheme shall prevail.

Specific governance thresholds for Maintained Schools are set out in Appendix B. These are to be used in place of the thresholds contained at Rule 8.

For the purposes of these CPRs, the Authorised Officer for a Maintained School shall be the Head Teacher and the Chief Officer and/or Director shall be the Governing Body.

Reviewed: November 2023

~~Appendix 11: Contract Procedure Rules~~

~~Reviewed~~ ~~January~~ ~~2023~~

1. Basic Principles and Compliance

All procurement procedures and every Contract entered into by the Council must:

- 1.1 realise value for money by achieving the optimum combination of whole life costs, and quality of outcome;
- 1.2 be consistent with the highest standards of integrity;
- 1.3 operate in a transparent manner;
- 1.4 ensure fairness in allocating public contracts;
- 1.5 comply with all legal requirements including the Procurement Regulations and any other applicable international treaty principles of proportionality, mutual recognition, transparency, non-discrimination and equal treatment;
- 1.6 comply with the Council's Constitution, these CPRs and the Council's Financial Regulations;
- 1.7 comply with the Council's strategic objectives and policies, including the Council's Procurement Strategy and the Council's Employee and Member Codes of Conduct; and
- 1.8 comply with the guidance set out in the Procurement Toolkit which should be read in conjunction with these CPRs;

These CPRs are applicable to the contracting activities of any Strategic Partnership for which the Council is the Accountable Body unless the Council expressly agrees otherwise.

2. Officer Responsibilities

2.1. Authorised Officers

- 2.1.1 Authorised Officers must comply with these CPRs, the Council's Constitution and all UK and applicable international legal requirements. Authorised Officers

Reviewed: November 2023

~~Appendix 11: Contract Procedure Rules~~

~~Reviewed~~ ~~January~~ ~~2023~~

must ensure that any agents, consultants and contractual partners acting on their behalf also comply with these requirements.

2.1.2 Authorised Officers must:

(i) consult and seek advice from Commercial Procurement in relation to any proposed procurement;

~~(i)~~(ii) ensure, in relation to any proposed procurement, that the proposed procurement expenditure is contained in a Forward Procurement Plan and contained within ~~an~~ approved budget secured prior to commencement of the procurement in accordance with the Financial Regulations;

~~(ii)~~(iii) keep the records required by Rule 5 of these CPRs;

~~(iii)~~(iv) take all necessary procurement, legal, risk & insurance, —financial, data protection and professional advice, taking into account the requirements of these CPRs;

~~(iv)~~(v) prior to carrying out a procurement process or letting a Contract on behalf of the Council, check whether:

- (A) the Council already has an appropriate Contract in place in the ~~Contracts~~Contract Register; or
- (B) an appropriate national, regional or other collaborative contract is already in place.

~~(v)~~(vi) ensure that if the Council already has an appropriate Contract in place, that it is used, (unless it can be established that the Contract

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed January 2023

does not fully meet the Council's specific requirements (to be determined on a case-by-case basis)), following consultation with Commercial Procurement and Legal Services;

~~(vi)~~(vii) ensure that if an appropriate national, regional or collaborative contract is available, consideration is given to using this, provided the contract offers Best Value. Authorised Officers must consult with Commercial Procurement to discuss;

~~(vii)~~(viii) ensure that when any employee, either of the Council or of a Supplier, may be affected by any transfer arrangement, then any TUPE issues are considered and legal and HR advice from within the Council is obtained prior to proceeding with the procurement exercise;

~~(viii)~~(ix) consult with all relevant stakeholders including Members, trade unions and service users where TUPE may apply to identify and assess all options to ensure the Council's required outcomes are achieved;

~~(ix)~~(x) in consultation with Commercial Procurement establish a written specification and evaluation criteria (where competition is involved) and procurement methodology which must be formally approved at the relevant governance thresholds outlined in Rule 8 - Powers and Key Decisions (note the relevant decision-making body as identified in the governance thresholds may give Authorised Officers written delegated authority to define the specification and evaluation criteria themselves);

~~(x)~~(xi) consult and seek advice from ~~Commercial Procurement and~~ Legal Services prior to beginning a procurement where:

(A) TUPE applies; and/or

~~(B)~~ the service to be procured involves personal data, in which case the Authorised Officer shall also liaise with the Information Governance team;

~~(B)~~(C) the procurement exceeds £~~400~~150,000 in aggregate for the whole contract period (including any extensions).

~~(xi)~~(xii) ~~register~~Register all completed procurements with a value of £5,000 or more on the ~~E-Sourcing System~~Contract Register.

2.1.3 Failure to comply with any of the provisions of these CPRs, the Council's Constitution, UK law or other applicable international legal requirements will be brought to the attention of the Monitoring Officer, Head of Internal Audit, or relevant Director as appropriate. Depending on the nature of the non-compliance this may result in disciplinary action being taken.

2.2 Chief Officers

Chief Officers must:

2.2.1 ensure their service area complies fully with the requirements of these CPRs;

2.2.2 ensure contracts are recorded in the ~~Contracts~~Contract Register as held and maintained by Commercial Procurement;

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed January 2023

- 2.2.3 work with Commercial Procurement to identify the total expenditure relating to a particular category of spend by developing a Category Plan;
- 2.2.4 ensure that their service area provides the requisite information to allow Commercial Procurement to maintain and update the Forward Procurement Plan;
- 2.2.5 ensure all procurement activity is undertaken by suitably skilled and experienced staff;
- 2.2.6 report any breaches of these CPRs to the Monitoring Officer and Chief Finance Officer.

3. Relevant Contracts

3.1 All Relevant Contracts must comply with these CPRs. A Relevant Contract is any arrangement made by, or on behalf of, the Council for the carrying out of works or the provision of supplies or services. These include arrangements for:

- 3.1.1 the supply or disposal of goods;
- 3.1.2 the carrying out of building or engineering works;
- 3.1.3 the hire, rental or lease of goods or equipment;
- 3.1.4 the delivery of services, ~~including (but not limited to) those related to;~~
- ~~3.1.5 the recruitment of staff;~~
- ~~3.1.6 land and property transactions;~~
- ~~3.1.7 3.1.5 financial involving those elements set out in Rule 3.3 below; and consultancy services.~~
- ~~3.1.6 the delivery of shared services and/or collaboration arrangements between the Council and other public~~

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed January 2023

authorities and/or public bodies and/or related overarching arrangements.

- 3.2 The following will not be classed as Relevant Contracts:
- 3.2.1 contracts of employment which make an individual a direct employee of the authority; (whether on a permanent or temporary basis) and/or secondment arrangements;
 - 3.2.2 subject to Rule 3.3, agreements relating solely to the acquisition, disposal, or transfer of land (to which the Financial Regulations apply);
 - 3.2.3 subject to Rule 4, the payment of grants to third parties;
or
 - 3.2.4 those contracts/arrangements which are specifically excluded in accordance with Rule 25.9 below.
- 3.3 Any acquisition, disposal, or transfer of land which involves elements requiring the supply of works, goods and/or services to or on behalf of the Council will be treated as Relevant Contract and these CPRs apply to all aspects of the procurement of those works, goods and/or services. Officers must ensure that they consult with Legal Services and Property Services as appropriate to ensure compliance with this Rule 3.3.

4. Grants

- 4.1 Where the Council is required to carry out works or deliver goods or services, the Council cannot elect to award a Grant where the sole purpose for doing so would be to avoid conducting a competitive tender process in accordance with these CPRs.
- 4.2 Taking into account Rule 4.1 above, Directors shall consider when procuring the provision of services, supplies or works whether a Grant would be a preferable means to achieving its objectives rather than following a competitive bid process.

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed _____ January _____ 2023

- 4.3 A Grant may only be awarded in circumstances where:
- 4.3.1 there is the legal power to make a Grant for the purpose envisaged; and
 - 4.3.2 the making of the Grant does not contravene UK, EU or any other applicable international rules on state aid.
- 4.4 Where the value of a Grant is less than ~~££~~175,000 over 3 years, the Director shall have the discretion to conduct a competitive application process for the award of that Grant if doing so demonstrates best value for the Council. If a Director is not conducting a competitive application process then the Best Value Form must be completed to capture the rationale for the decision.
- 4.5 Where the value of the Grant exceeds ~~££~~175,000 over 3 years but is less than the relevant Procurement Threshold a competitive grants process must be completed. The opportunity must be advertised on the E-Sourcing System.
- 4.6 Where the value of a Grant exceeds the relevant Procurement Threshold, a competitive process must be completed and the opportunity must be advertised on the E-Sourcing System.
- 4.7 The Authorised Officer shall take all such steps as are appropriate to monitor and review the performance of the Grant agreement, having regard to its value, nature, duration and subject matter. As part of the Grant monitoring and review process the Authorised Officer shall maintain adequate records of performance and details of review meetings with the Grant recipient.
- 4.8 All Authorised Officers must complete the Best Value Grant form which is available from the Commercial Procurement team.

Reviewed: November 2023

~~Appendix 11: Contract Procedure Rules~~

~~Reviewed~~ ~~January~~ ~~2023~~

5. Records

- 5.1 The Procurement Regulations require Contracting Authorities to maintain the following comprehensive records of procurement activities:
- 5.1.1 contract details including value;
 - 5.1.2 selection decision;
 - 5.1.3 justification for use of the selected procedure;
 - 5.1.4 names of bidding organisations, both successful and unsuccessful;
 - 5.1.5 reasons for selection and rejection;
 - 5.1.6 reasons for abandoning a procedure;
 - 5.1.7 details of sub-contractors;
 - 5.1.8 conflicts of interest identified and action taken.
- 5.2 The outcome of any competitive procurement process must be recorded in electronic format on the E-Sourcing System. Information from the E-Sourcing System will also be used for the tracking of procurement savings, sustainability benefits, and other data.
- 5.3 Commercial Procurement maintains the Contract Register which records key details of all Contracts (including contract reference numbers) with an aggregate value of £5,000 or more.
- 5.4 Where a Contract has not been awarded using the E-Sourcing System, Officers must ensure full details of that Contract are passed to the Head of Procurement for inclusion in the Contract Register where the aggregate value of the Contract is £5,000 or more. Decisions as to why the E-Sourcing System was not used

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed _____ January _____ 2023

must be recorded in writing and sent to Commercial Procurement.

- 5.5 Full records of all contract documentation, quotations, estimates, tenders and any other correspondence pertinent to the award or acceptance of a Contract must be kept by Commercial Procurement for the duration of the Contract and a minimum of six years after the Contract has expired or twelve years after the Contract has expired where it is executed under common seal as a deed.
- 5.6 It is the responsibility of Chief Officers to ensure that all Contracts are properly entered into, administered and controlled to safeguard the Council's interests, secure Best Value and minimise the risk of theft, fraud, collusion and corruption.
- 5.7 Officers must comply with any Council requirements to record decisions on the Officer Decision Log.

6. Risk Assessment

- 6.1 All procurements ~~which~~that require an Invitation to Tender and/or Requests for Quotation (see Rule 11 below), must be supported by a risk assessment (where appropriate). This risk assessment must be carried out at the start of the procurement process and, where appropriate, will include a Financial Appraisal in accordance with Rule 17.2.
- 6.2 The risk assessment process will identify where further specialist advice should be sought.

~~6.3 The approved risk log and matrix are available from Commercial Procurement.~~

7. Advertising

- 7.1 Officers must liaise with Commercial Procurement to ensure that the minimum advertising requirements are met in line with the Procurement Regulations when conducting any procurement

Reviewed: November 2023

~~Appendix 11: Contract Procedure Rules~~

~~Reviewed~~ ~~January~~ ~~2023~~

process (including Framework Agreements or Dynamic Purchasing Systems). Officers should refer to the further guidance in the Procurement Toolkit.

7.2 Where Contracts with a value of £25,000 (including VAT) and above are advertised **anywhere**, they must also first be advertised on Contracts Finder. ~~This applies to Contracts that otherwise fall outside the scope of the Procurement Regulations.~~

7.3 Where Contracts have a value above the relevant Procurement Threshold they must ~~also~~ be advertised on Find a Tender.

8. Powers and Key Decisions

8.1 This Rule does not apply to Maintained Schools, who must consult the governance thresholds contained at Appendix B.

8.2 In consultation with the Monitoring Officer, Directors must ensure that the Council has the legal power to enter into any Contract.

8.3 Directors must ensure that they have delegated powers to enter into any Contract or to grant another Officer authority to do so.

8.4 No Contract will be entered into unless an adequate budget is in place.

~~8.5 Rules 8.5 to 8.10 outline the governance thresholds required for all aspects of governing a procurement process.~~

8.68.5 Where a decision has already been made by Executive or an Executive Member and the budget is in place to permit a course of action then further approval is not required to award Contracts necessary to implement that decision.

8.78.6 Where schemes are included in the Capital Programme this has already been approved and further Executive approval is therefore not required. However, a copy of the relevant report must be sent to Commercial Procurement for audit purposes.

Reviewed: November 2023

~~Appendix 11: Contract Procedure Rules~~

~~Reviewed~~ ~~January~~ ~~2023~~

~~8.88.7~~ It is recommended that any approval sought includes a specific delegation to the Authorised Officer to award the Contract at the conclusion of the procurement. In other circumstances the procedure set out in Rules 8.9 to 8.11 below must be followed.

~~8.98.8~~ Where the aggregate contract value (including any extension) is £250,000 or less Directors may agree or authorise another Officer to enter a Contract under their delegated powers.

~~8.108.9~~ Where the aggregate contract value (including any extension) is between £250,000 and £500,000 then the decision to enter the contract requires the approval of an Executive Member or the Executive unless the procurement is treated as Routine as defined in Rules 8.12 and 8.13 below.

~~8.118.10~~ Where the aggregate contract value (including any extension) exceeds £500,000 the decision will be regarded as a Key Decision unless the Chief Finance Officer acting in consultation with the Monitoring Officer has approved the procurement as Routine in accordance with Rules 8.12 to 8.13 below.

~~8.128.11~~ A Routine procurement is any arrangement that represents a low commercial and legal risk to the Council and involves the procurement of goods, services or works with a clearly defined specification that clearly relate to ~~the day to day operation of the Council. core administrative, infrastructure or business functions of the Council (a sample list of such services is set out in Appendix C).~~

~~8.138.12~~ ~~Routine procurements will be limited to items such as utilities, insurance or stationery, without which the Council would be unable to operate.~~ A procurement which relates to the carrying out of a statutory function of the Council shall not be considered Routine.

8.148.13 Where Officers consider a procurement process may be Routine, they must liaise with Commercial Procurement who will determine whether the procurement is in fact Routine and advise on the relevant paperwork to be submitted to the Chief Finance Officer/Head of Procurement. Authorisation to treat a procurement as Routine must be sought before the procurement process commences.

8.158.14 A Director may enter into a Contract regardless of value where the procurement has been treated as Routine.

8.168.15 A register of Routine procurements will be maintained and reported to the Executive Member for Finance—& Performance, Major Projects & Equalities.

8.178.16 In relation to all Key Decisions, Authorised Officers must ensure that all authorisations are in place before the procurement process begins.

8.188.17 Notice of every Key Decision must be published on the Council's Forward Plan.

8.198.18 The Executive scheme of delegation requires that all Key Decisions ~~are~~ reserved to the Executive unless specifically delegated to an Executive Member or an Officer or where the Leader and Chief Executive/Operating Officer are acting in case of urgency.

8.208.19 This Rule 8 applies to all Relevant Contracts and all call-offs from Framework Agreements or Dynamic Purchasing Systems.

9. Pre-Tender Market Testing, Consultation and Deciding on the appropriate Procurement Route

9.1 The Council may consult potential Suppliers, prior to the issue of the Invitation to Tender or Request for Quotation, in general terms about the nature, level and standard of the supply, contract

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed January 2023

packaging and other relevant matters, provided this does not prejudice any other potential Supplier.

- 9.2 When engaging with potential Suppliers, the Council must not seek or accept technical advice from them on the preparation of an Invitation to Tender or Request for Quotation where this may prejudice the equal treatment of all potential Suppliers or otherwise distort competition.
- 9.3 In the case of the re-procurement of an existing Contract sufficient care must be taken to ensure that the process is fair and is seen to be fair. The objective is to ensure a level playing field for all potential Suppliers, whilst acknowledging that any incumbent Supplier has an inherent advantage due to having previously worked for the Council. Advice must be sought from Commercial Procurement to ensure the specification is clear and unambiguous.
- 9.4 In undertaking any market testing activities or consultation with potential Suppliers, the Authorised Officer responsible should refer to any guidance contained in the Procurement Toolkit.
- 9.5 Guidance on choosing the appropriate procurement route can be found in the Procurement Toolkit.

10. Framework Agreements

~~10.1 A list of available, appropriate Framework Agreements and Dynamic Purchasing Systems (including those established by other public sector bodies to which the Council has access) for certain requirements can be obtained from Commercial Procurement along with guidance on how these Framework Agreements and Dynamic Purchasing Systems are to be used.~~

~~10.2~~10.1 Call-off contracts or orders made under Framework Agreements or Dynamic Purchasing Systems must be operated in accordance with these CPRs and/or the requirements of the Framework Agreement or Dynamic Purchasing System

Reviewed: November 2023

~~Appendix 11: Contract Procedure Rules~~

~~Reviewed~~ ~~January~~ ~~2023~~

themselves. **Further advice must be sought from Commercial Procurement ~~or Legal Services.~~**

~~10.3.1~~10.2 Where a Framework Agreement with more than one supplier provides an option for a direct call-off to one Supplier, this can only be done if all the following conditions are met:

~~10.3.1~~10.2.1 The Framework Agreement's process for doing so is followed;

~~10.3.2~~10.2.2 The aggregate Contract value (including VAT) and including any extension) is less than £500,000;

~~10.3.3~~10.2.3 Where the aggregate Contract value (including any extension) exceeds £500,000, the relevant Chief Officer has approved the direct call-off method after advice from the Authorised Officer and Commercial Procurement; and

~~10.3.4~~10.2.4 The Authorised Officer believes that it represents Best Value for the direct call-off method to be used.

Establishment of Framework Agreements and Dynamic Purchasing Systems

~~10.4~~10.3 Authorised Officers (in conjunction with Commercial Procurement and Legal Services) may establish a Framework Agreement or Dynamic Purchasing System. (DPS). The Head of Procurement ~~and relevant Assistant Director~~ must agree to the establishment of any Framework Agreement or ~~Dynamic Purchasing System~~DPS prior to any selection or procurement processes being undertaken. The Framework Agreement or ~~Dynamic Purchasing System~~DPS is otherwise treated as any other procurement and will follow the same levels and process as required by the value and object of the Framework Agreement or ~~Dynamic Purchasing System.~~DPS. Note, there are additional

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed January 2023

requirements under the Procurement Regulations for the establishment and further use of a Framework Agreement or ~~Dynamic Purchasing System~~DPS, and advice must be sought from Commercial Procurement ~~and Legal Services~~ to ensure the Procurement Regulations are adhered to.

~~40.5~~10.4 A Framework Agreement or ~~Dynamic Purchasing System~~DPS can be established jointly with other Contracting Authorities.

~~40.6~~10.5 Any future call-off from the established Framework Agreement or ~~Dynamic Purchasing System~~DPS requires authorisation in accordance with the governance thresholds set out in Rules 8.9 to 8.11.

~~40.7~~10.6 Where a Framework Agreement has been established by the Council, any extension or termination thereto shall be governed by Rules 20 and 21 below in addition to the Procurement Regulations.

11. Procurement Competition Requirements

11.1 Competition Requirements

11.1.1 The Authorised Officer must establish the total value of any Contract, including whole life costs, annual cost and incorporating any potential extension periods which may be awarded. The value of the Contract must be considered as the sum of all payments made to the Supplier during the whole life of the Contract, including extensions. The Authorised Officer must have particular regard to the rules relating to aggregation contained within the Procurement Regulations (further details on which can be found in the Procurement Toolkit).

11.1.2 Authorised Officers must ensure that values are not split in an attempt to avoid the applicability of these CPRs or the Procurement Regulations.

Reviewed: November 2023

~~Appendix 11: Contract Procedure Rules~~

~~Reviewed~~ ~~January~~ ~~2023~~

~~11.1.3 Based on the value of the Contract, quotations or tenders must then be invited in line with the following financial thresholds:~~

~~(i) Up to and including £5,000 – Best Value~~

~~(ii) 11.2 Over £5,000 and value up to and including £100,000 – at least three written quotations (this threshold may be lower where Officers deem there is additional risk associated with the project; in such cases advice must be sought from Commercial Procurement.)5,000 – Best Value~~

~~(iii) Over £100,000 – Invitation to Tender. At least four written tenders with completed Form of Tender and Declaration of Non-Collusive Tendering.~~

~~11.1.4 Where the estimated Contract value meets the appropriate Procurement Threshold (details of which can be obtained from Commercial Procurement), the Authorised Officer must consult Commercial Procurement at the outset to determine the correct procedure for conducting the procurement exercise. In these instances, the Procurement Regulations will apply in addition to these CPRs.~~

~~11.1.5 These rules are subject to the overriding requirement that a Contract of any value which is likely to have ‘cross border’ interest (ie to be of interest to contractors outside the UK) must be advertised.~~

~~11.2 ContractIn relation to all Contracts with a value up to and including £5,000~~

~~11.2.1 All purchasing up to and including £5,000 must be procured using, it is the responsibility of the relevant Authorised Officer to check whether there is an Internal Service Provider or through an existing Contract arrangement or via a suitable approved, Framework~~

Agreement or Dynamic Purchasing System ~~where they exist~~which can be used.

11.2.2 ~~It is the responsibility of the relevant Authorised Officer to check whether a suitable Internal Service Provider, existing Contract, Framework Agreement or Dynamic Purchasing System exists or not.~~ Where no appropriate Internal Service Provider, existing Contract, Framework Agreement or Dynamic Purchasing System exists, ~~and the estimated value of a Contract is up to and including £5,000~~ the invitation of quotations ~~is not mandatory but~~ should be invited where appropriate.

11.2.3 If the Authorised Officer believes that it represents Best Value for the Council to make a direct appointment without the need for competition, they may do so providing a written record of the decision (including reasons) is kept by them.

11.3 Contract value over £5,000 and up to and including £100,000 – Three Quotations

11.3.1 In relation to all Contracts with a value between £5,000 up to and including £100,000 Officers should, in conjunction with Commercial Procurement, consider whether there is an appropriate Internal Service Provider, existing Contract, Framework Agreement or Dynamic Purchasing System which can be used.

11.3.2 Where no appropriate Internal Service Provider, existing Contract or approved Framework Agreement or Dynamic Purchasing System exists, ~~if the estimated value of a Contract exceeds £5,000 but does not exceed £100,000~~ a minimum of three written quotations must be invited from suitable potential Suppliers. Efforts should be made to ensure that a diverse group of Suppliers are asked to quote using the following principles:

- (a) Where possible, ensuring Small and Medium Enterprises (SMEs) are invited to quote;
- (b) Where possible, ensuring local Suppliers are invited to quote;
- (c) Where possible, not just inviting the same group of Suppliers who have previously quoted for this or previous similar work;
- (d) Where possible, looking for novel or new Suppliers.

11.3.3 The written quotations must be obtained and documented in accordance with proper record keeping set out in Rule 5 and in accordance with the requirements of Rule 13.

11.3.4 All potential Suppliers invited to submit quotations will be provided in all instances with identical information and instructions.

11.3.5 The evaluation of the quotations will be carried out by Authorised Officers.

11.4 Contract value over £100,000 – Invitation to Tender

11.4.1 In relation to all Contracts with a value in excess of £100,000 Officers should, in conjunction with Commercial Procurement, consider whether there is an appropriate Internal Service Provider, existing Contract or Framework Agreement or Dynamic Purchasing System which can be used.

Where no appropriate Internal Service Provider, existing Contract, approved Framework Agreement or Dynamic Purchasing System exists, ~~competition is required for Contract with a value over £100,000.~~

11.4.2 ~~Where there are sufficient numbers of potential Suppliers,~~ at least four written tenders must be invited from potential

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed _____ January _____ 2023

Suppliers. Efforts should be made to ensure that a diverse group of potential Suppliers are asked to tender using the following principles:

- (a) Where possible, ensuring Small and Medium Enterprises (SMEs) are invited to quote;
- (b) Where possible, ensuring local Suppliers are invited to quote;
- (c) Where possible, not just inviting the same group of Suppliers who have previously quoted for this or previous similar work;
- (d) Where possible, looking for novel or new Suppliers.

11.4.3 Where it has not been possible to identify four potential Suppliers or less than four responses to the invitation to tender have been received, approval to continue with the procurement must be sought from the Head of Procurement.

11.4.311.4.4 The tendering process must be conducted in accordance with the Council's detailed procedure rules set out in the Procurement Toolkit. Authorised Officers must consult with Commercial Procurement to establish the most appropriate tendering process/procurement route which will be determined on a case by case basis (depending on a number of factors including but not limited to the scope, value and technical requirements of the procurement).

11.5 Contract value over the Procurement Threshold

11.5.1 Where the estimated Contract value reaches the relevant Procurement Threshold, Officers are required to procure the Contract in accordance with the Procurement Regulations and these CPRs. In all such circumstances

appropriate advice must be sought from Commercial Procurement.

11.5.2 The current Procurement Thresholds are available from Commercial Procurement.

11.6 Assets for Disposal

Assets for disposal must be dealt with in accordance with the Financial Regulations.

11.7 Concession Contracts

11.7.1 Concession Contracts may be established by Authorised Officers in conjunction with Commercial Procurement. Generally, Concession Contracts will result in an income to the Council. The thresholds set out in Rule 8 will also apply to Concession Contracts.

11.7.2 For the purpose of Rule 8 the value of a Concession Contract is defined in the Concession Contracts Regulations. That is the value shall be the total turnover of the concessionaire generated over the duration of the Contract, net of Value Added Tax, as estimated by the Council, in consideration for the works and/or services which are the object of the Concession Contract and for the supplies incidental to such works and services.

11.7.3 Contracts below the relevant thresholds defined in the Concession Contracts Regulations may be let using a three quotation process as outlined in Rule 11.3. Contracts above the relevant thresholds must be let in accordance with the process outlined in the Concession Contracts Regulations. Commercial Procurement will advise on the appropriate route and process to follow when letting Concession Contracts.

12. Evaluation Criteria and Standards

12.1 Evaluation Criteria

12.1.1 In any procurement exercise (regardless of overall Contract value) the successful tender must be the one which offers either:

- (i) the most economically advantageous tender based on “price or cost” using a cost effectiveness approach, such as, life cycle costing; or
- (ii) the most economically advantageous tender balanced between quality and price.

In the latter case, the Council will use criteria linked to the subject matter of the Contract to determine that an offer is the most economically advantageous, for example: price, quality, technical merit, aesthetic and functional characteristics, environmental & sustainability characteristics, social value (including but not limited to compliance with wider Council obligations such as membership of the Living Wage Foundation and sourcing fair trade where appropriate), running costs, cost effectiveness, after-sales service, technical assistance, delivery date, delivery period and period of completion.

~~The price element of the evaluation will always be 40% or greater unless a waiver has been given for alternative weightings (in accordance with Rule 26.3) or, if using a Framework Agreement or Dynamic Purchasing System, an alternative weighting system is provided for under that Framework or Dynamic Purchasing System.~~

12.1.2 The price element of an evaluation shall be 40% or greater unless:

- (a) the relevant contract is being procured using a Framework Agreement or Dynamic Purchasing

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed _____ January _____ 2023

System which provides for an alternative weighting system; or

(b) the Authorised Officer has, in consultation with the Head of Procurement and Finance, determined that an alternative weighting system would be more appropriate due to either the size, value and/or available budget, risk-profile and/or nature of the procurement. The Authorised Officer must submit reasonings supported by Commercial Procurement to the Head of Procurement and Finance for approval prior to the procurement exercise being advertised.

~~12.1.2~~12.1.3 Issues that are important to the Council in terms of meeting its corporate objectives can be used to evaluate tenders provided that such criteria ~~relates~~relate to the subject matter of the Contract and is objectively quantifiable and non-discriminatory. The criteria can include, for example, sustainability considerations, support for the local economy or the use of sub-contractors. The potential Suppliers' approaches to continuous improvement and setting targets for service improvement or future savings could also be included.

~~12.1.3~~12.1.4 The procurement documentation must clearly explain the basis of the evaluation decision to potential Suppliers, making it clear how the evaluation criteria specified in the process will be applied, the overall weightings to be attached to each of the high-level criteria, how the high-level criteria are divided into any sub-criteria and the weightings attached to each of those sub-criteria.

12.1.5 Once the tender documentation has been issued to the market, changes to the evaluation criteria shall only be permitted in exceptional circumstances following approval by the Head of Procurement.

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed _____ January _____ 2023

~~12.1.4~~12.1.6 There is no scope to change the evaluation criteria once quotations or tenders have been received.— If quotations or tenders received mean the original evaluation criteria are no longer able to achieve the most economically advantageous tender, then the procurement process must be abandoned and treated as market engagement before a new procurement exercise is established with new evaluation criteria. In such a case, no award will be made from the original procurement exercise and Commercial Procurement ~~and Legal Services~~ must be consulted.

12.2 Standards

Relevant British, EU and International standards which apply to the subject matter of the Contract, and which are necessary to properly describe the required quality must be included within the procurement documentation, the specification, and the Contract. Officers should refer to further guidance set out in the Procurement Toolkit.

13. Invitation to Tender / Request for Quotation

13.1 Invitations to Tender/Requests for Quotation must be issued in accordance with the requirements of these CPRs.

13.2 All procurement documentation must be issued electronically. All procurements with a value over £25,000 must be conducted through ~~the~~an E-Sourcing System.

13.3 Where the E-Sourcing System is used, all communications with Suppliers must be undertaken exclusively through the E-Sourcing System. This includes any clarification questions asked by the potential Suppliers and responses provided by the Council.

Reviewed: November 2023

~~Appendix 11: Contract Procedure Rules~~

~~Reviewed~~ ~~January~~ ~~2023~~

13.4 In exceptional cases, where specific circumstances mean that a procurement process cannot be carried out electronically or, for example, where there is a failure of the E-Sourcing System, permission to conduct a procurement process by alternative means must be obtained from the Head of Procurement.

14. Submission, Receipt and Opening of Tenders / Quotations

14.1 Opening of Tenders and Quotations

14.1.1 Tenders and Quotations, except those which have been approved as exempt from electronic tendering in accordance with Rule 13.4, must be submitted electronically via the E-Sourcing System. Tenders submitted by any other means must not be accepted.

14.1.2 Detailed procedure notes on tendering requirements and protocols are set out in the Procurement Toolkit.

14.2 Hard Copy Arrangements

14.2.1 ~~In the event that~~If approval to conduct a tender process outside the E-Sourcing System has been obtained in accordance with Rule 13.4 and “hard copy” tenders are to be accepted, these must be submitted, sealed, in the envelope provided with the procurement documents and addressed to the Head of Procurement without any mark revealing the bidding organisation’s identity.

14.2.2 All hard copy tenders will be held by the Head of Procurement until the tender opening date/time has been reached.

14.2.3 All hard copy tenders for the same Contract will be opened at the same time by a representative of the Chief Officer who invited the tenders and a representative from Commercial Procurement. A register of tenders received will be kept by Commercial Procurement and will be

Reviewed: November 2023

~~Appendix 11: Contract Procedure Rules~~

~~Reviewed~~ ~~January~~ ~~2023~~

initialled on each occasion by the Authorised Officers who are present at the opening of the tenders.

14.2.4 ~~In the event that~~ If approval to conduct a quotation process outside the E-Sourcing System has been obtained in accordance with Rule 13.4 and hard copy quotations are to be accepted these must be submitted in a plain envelope marked “Quotation for ...” followed by a description of the goods, works or services being procured.

14.2.5 All hard copy quotations must be opened together once the official return date/time has been passed.

15. E-auctions

15.1 Where a tender is to be carried out by way of a collaborative e-auction process the following procedures will apply:

15.1.1 approval for this approach must be sought in advance of the auction from the relevant Chief Officer and Head of Procurement;

15.1.2 the auction must be provided through a recognised managed service provider approved by the Head of Procurement;

15.1.3 the process for selecting potential Suppliers must be agreed in advance with the Head of Procurement;

15.1.4 the tender evaluation process must be agreed in advance with the Head of Procurement;

15.1.5 the time limit for the auction must be set in advance, clearly notified and be appropriate to the nature of the auction;

15.1.6 a minimum of two Authorised Officers must be in attendance at the managed service provider’s viewing

Reviewed: November 2023

~~Appendix 11: Contract Procedure Rules~~

~~Reviewed~~ ~~January~~ ~~2023~~

room to ensure the process is conducted fairly and in accordance with the Procurement Regulations. One of the Authorised Officers must be an independent observer and have had no involvement with the exercise. They should not leave the room during the auction.

15.1.7 prior to start of the auction, Officers attending must satisfy themselves that the correct quality weightings (if applicable) have been loaded into the software and that the software is working correctly;

15.1.8 the final scoring of all the bidders needs to be documented and counter signed by each Officer immediately after the close of the auction;

15.1.9 the e-auction summary report which is normally produced by the e-auction provider (within a week of the auction) must be cross referenced to the Officers own records and both must be kept on file;

15.1.10 a signed copy of both these records must be passed to Head of Procurement ~~and copied to the Monitoring Officer;; and~~

15.1.11 if the lowest price bidder is not successful approval for the award of a Contract must be sought in line with these CPRs.

15.2 The application of these e-auction procedures exempts the tender from the opening rules set out at Rule 14. It does not exclude compliance with any other regulations as set out elsewhere in these CPRs.

15.3 The Council will arrange for award notices to be sent to the successful Supplier (following a 10-day Standstill Period) and brief the losing Providers. A copy of the award notice must be kept on file.

Reviewed: November 2023

~~Appendix 11: Contract Procedure Rules~~

~~Reviewed January 2023~~

15.4 The Council must ensure that a discrete Contract complying with the Council's standard terms and conditions is put in place with each successful Supplier.

16. Clarification Procedures

16.1 The Council can ask bidding organisations for clarification of any details submitted as part of their bid. However, any such clarification must ~~not involve changes to the basic features of the bidding organisation's submission.;~~

(i) not involve changes to the basic features of the bidding organisation's submission; and

(ii) be issued and responded to by Commercial Procurement.

16.2 When requesting clarification, the Authorised Officer must follow any guidance contained in the Procurement Toolkit. It must not be used to negotiate or re-negotiate Contract terms. Authorised Officers are required to take all necessary procurement and/or other relevant professional advice if they are in any way unsure of what may or may not constitute a 'clarification' under the Procurement Regulations.

16.3 All clarification questions raised by bidding organisations must be considered and responded to by Commercial Procurement.

16.4 If any amendments are required to the tender documentation or contract terms and conditions as a result of clarifications these must be approved by Commercial Procurement and/or Legal Services as appropriate.

17. Evaluation, Financial Appraisal, Award of Contract and Debriefing of Organisations

17.1 Evaluation

The evaluation of bids must be conducted in accordance with the evaluation criteria set out in the relevant procurement documents (see Rule 12 above) provided to bidding organisations, and in line with any guidance detailed in the Procurement Toolkit.

17.2 Financial Appraisals

Financial Appraisals must be completed in respect of all third parties submitting bids for Contracts in excess of £100,000. It is the responsibility of the Authorised Officer in consultation with the relevant Finance Manager to take all steps reasonably necessary (having regard to the subject matter, value and duration of the Contract and any other relevant factors) to complete a risk assessment of the potential Supplier's financial stability and to ensure this is done to a standard required by the Finance Manager.

17.3 Award of Contract

17.3.1 The Council is required to notify successful and unsuccessful bidders of the outcome of a procurement process, in writing, in as timely a fashion as possible.

~~17.3.2 Where mandated by the procurement is subject to the Procurement Regulations (see Rule 11.5 above), process used, a Standstill Period must be included in the procurement timetable and observed before the Contract can be awarded. ~~Authorised~~~~

~~17.3.3 Authorised Officers should refer to the guidance in the Procurement Toolkit and must consult with Commercial Procurement and, where appropriate, Legal Services in~~

Reviewed: November 2023

~~Appendix 11: Contract Procedure Rules~~

~~Reviewed~~ ~~January~~ ~~2023~~

relation to the Standstill Period requirements and associated documentation to be issued to bidders.

17.3.4 Where a Standstill Period applies, successful and unsuccessful bidders will be sent a Contract award letter containing all the debrief information required under the Procurement Regulations. A copy of ~~the~~each Contract award letter must be kept on file.

~~17.3.2~~17.3.5 Following successful completion of the Standstill Period, the successful bidder(s) will be issued with their Contract to sign.

~~17.3.3~~17.3.6 Provided the winning bid:

- (i) is the most economically advantageous;
- (ii) is within the financial budget made for it;
- (iii) complies with the Council's proposed terms and conditions; and
- (iv) meets the Contract specification,

it may be accepted by the relevant Authorised Officer.

~~17.3.4~~17.3.7 Where a tender is not:

- (i) the most economically advantageous (if payment is to be made by the Council); or
- (ii) the highest tender (if payment is to be received by the Council),

the award of the Contract must be passed to the Chief Finance Officer for decision clearly setting out the reasons why this is required.

~~17.3.5~~ 17.3.8 Once approved, all proposed Contract awards over £100,000 must be recorded in the Officer decision log on the mod.gov system.

~~17.3.6~~ 17.3.9 The approval of the relevant Executive Member and Chief Finance Officer must be given if a tender received as part of a capital scheme results in the scheme or project exceeding the approved financial budget by 10% or £50,000 (whichever is the lower) and this cannot be accommodated within the original financial budget.

17.4 Debriefing

The Authorised Officer will, as part of good practice, offer feedback to all tenderers who submitted a bid about the characteristics and relative advantages of the successful bid-~~(s)~~. This will usually include:

17.4.1 how the award criteria were applied;

17.4.2 the prices or ranges of prices submitted, but not in either case correlated to the tenderers; ~~and~~

~~17.4.3 the names of their competitors and whether there were three or more competitors taking part in the tendering exercise.~~

Authorised Officers must refer to the guidance set out in the Procurement Toolkit and consult with Commercial Procurement prior to issuing any feedback to bidders.

18. Post Tender Negotiation

18.1 Post tender negotiations must not be undertaken where the value of the Contract exceeds the relevant Procurement Threshold.

18.2 Post tender negotiations with selected Suppliers, where the value of the Contract is below the relevant Procurement Threshold, may be carried out where:

Reviewed: November 2023

~~Appendix 11: Contract Procedure Rules~~

~~Reviewed~~ ~~January~~ ~~2023~~

18.2.1 permitted by law; and

18.2.2 the ~~Director~~relevant Chief Officer in consultation with Commercial Procurement and Legal Services considers that added value may be obtained; and

18.2.3 the post tender negotiations are conducted by a team of suitably experienced officers approved by the ~~Director~~relevant Chief Officer and who have been trained in post tender negotiations. Commercial Procurement and Legal Services must be invited to attend any negotiation; and

18.2.4 a comprehensive, written record of the negotiations is kept by the Council; and

18.2.5 a clear record of the added value to be obtained as a result of the post tender negotiations is incorporated into the Contract with the successful Supplier.

19. Contract Documents

19.1 Form of Procurement Documents

The Council's standard procurement documents, which accompany the contract documents, will be used wherever possible and appropriate. Where there is any deviation from ~~these, the standard procurement documents~~, the documents to be used must be reviewed by ~~Legal Services~~Commercial Procurement before being issued. These documents are available from Commercial Procurement.

19.2 Form of Contract

19.2.1 Contractual commitments can only be made by Officers who are formally authorised to do so in the relevant directorate scheme of delegated authority. An up-~~to~~-date record of delegated authorities across the Council is kept by Commercial Procurement.

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed January 2023

19.2.2 ~~All Contracts made on behalf of~~ Should the Council ~~must~~ be ~~evidenced~~ utilising a particular Framework Agreement or DPS for the first time, Legal Services must be engaged to approve the form of Call-Off Contract or Order Form, the Call-Off terms and conditions and any other associated documents.

19.2.3 ~~Unless subsequent Call-Offs require further amendment in writing in an appropriate format approved~~ accordance with the Procurement Regulations, they can proceed without additional approval from Legal Services.

19.2.4 ~~For the sake of clarity however, if any Call-Off terms require any amendment at any stage of a Procurement (as part of a mini-competition or otherwise), approval must be sought from Legal Services and Commercial Procurement.~~

19.2.5 ~~If the Council intends to make a direct award under a Framework Agreement or DPS, no amendments are permitted to the Call-Off terms and conditions.~~

~~19.2.2~~ 19.2.6 ~~The Council will not accept Suppliers' terms and conditions without Legal Services confirming that they are acceptable, and/or without any amendments required by Legal Services. If any case arises, a copy of the terms and conditions must be sent to Legal Services for approval.~~

~~19.2.3~~ 19.2.7 ~~Every Contract must be made~~ in writing by either:

- (i) the issue of a purchase order and accompanying standard terms and conditions for the purchase or supply of goods, services and/or works with an aggregate Contract value (including any extensions) of not more than ~~£100,000;~~ or

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed _____ January _____ 2023

- (ii) the preparation of formal written contracts for the purchase or supply of goods, services and/or works with an aggregate Contract value (including any extensions) of £100,000 and above or lower where the nature of the Contract requires a formal written contract.

19.2.8 With regards to:

- (i) Rule 19.2.7(i) above, no amendments requested by any Supplier to the purchase order standard terms and conditions will be accepted without the prior approval of Legal Services; and
- (ii) Rule 19.2.7(ii), any formal contracts must be drafted using either a template form of Contract previously approved and/or drafted by Legal Services, or a new bespoke document created by Legal Services. A Supplier's standard terms and conditions must not be accepted except in accordance with Rule 19.2.6 above.

19.3 Deeds

19.3.1 All Contracts:

19.3.1 (i) in excess of £500,000; or

19.3.2 (ii) where the subject matter warrants an extended period of twelve years' protection; or

19.3.3 (iii) for nil consideration; or

19.3.4 which novate, assign, vary or extend an existing Contract;
or

~~19.3.5~~ (iv) where there is a legal requirement for the Contract to be executed as a deed;

must be executed as a deed under common seal by Legal Services in accordance with Article 24: Finance, Contracts and Legal Matters, unless agreed otherwise by the Monitoring Officer or except where indicated in Appendix B.

19.3.2 Contracts to novate, assign, vary or extend an existing contract:

- (i) must be executed as a deed where the original contract terms do not expressly permit such novation, assignment, variation or extension; or
- (ii) are not required to be executed as a deed where the original contract terms expressly permit such novation, assignment, variation or extension.

19.4 Contract Signature/Sealing

19.4.1 Contracts must:

- (i) where the Contract is in the form of a deed, be made under the Council's seal or electronic seal and attested by Legal Services as required by the Constitution; or
- (ii) where the Contract is ~~in the form of an agreement it will~~ be signed underhand as a simple contract, be signed (either by a Chiefhand or by electronic signature) by:

 - (ii)(a) an Authorised Officer authorised as required by the ~~Constitution with the appropriate level of delegated authority as set out in the relevant~~ directorate's scheme of delegation; or
 - (b) Legal Services.

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed _____ January _____ 2023

19.4.2 When submitted to Legal Services for signing or sealing, all Contracts must be accompanied by an Authorisation to Sign or Seal Form setting out the decision-making process and authority. This form can be obtained from Legal Services.

19.5 Legal Services Review of ~~Tenders and~~ Contracts

19.5.1 To ensure the integrity of the procurement process:

- (i) ~~all proposed Invitations to Tender, where they are not in compliance with Officers intend to deviate from the Council's standard documentation, terms and conditions, all Contracts~~ must be reviewed by Legal Services; and
- (ii) any proposed ~~Invitations to Tender which are subject to the Procurement Regulations, Contracts via an Open or Restricted process,~~ which are deemed to be of medium or high risk, must be reviewed by Legal Services;
- ~~(iii) all proposed Contracts, where they are not in compliance with the Council's standard documentation, must be reviewed by Legal Services~~
- ~~(iv) any proposed Contracts which are subject to the Procurement Regulations, or which are deemed to be of high risk, must be reviewed by Legal Services.~~

~~19.5.2 Officers must consult with Legal Services as appropriate to ensure compliance with this Rule 19.5.~~

19.6 Bonds, ~~Parent Company Guarantees~~ and Liquidated & Ascertained Damages

19.6.1 Chief Officers (in consultation with Commercial Procurement and Legal Services) will consider whether to include provision for payment of liquidated & ascertained

damages by a Supplier for delay or breach of contract where appropriate, taking into account the subject matter and risk associated with the Contract. Such consideration will be recorded in writing.

19.6.2 When considered appropriate by a Chief Officer the Supplier will be required to provide a performance bond to secure the performance of the Contract. Such performance bonds should provide for a sum of not less than 10% of the total value of the Contract or such other sum as the Authorised Officer (in consultation with a Finance Manager) considers appropriate.

19.6.3 Where considered appropriate by a Chief Officer, the Supplier will be required to provide a parent company guarantee in a form acceptable to the Council prior to entering into the Contract.

20. Contract Extension and Variation

20.1 Extensions

20.1.1 Commercial Procurement and Legal Services must be consulted in relation to any proposed Contract extension.

20.1.2 Contract extensions shall only be permitted if they are put in place before the Contract expiry date, the relevant notice has been given to the Supplier and where the proposed extension is in accordance with the contract terms.

20.1.3 Where the terms of a Contract expressly permit extensions, Commercial Procurement will support Officers to complete the required paperwork to give notice to the Supplier and document the extension in the agreed form in writing.

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed _____ January _____ 2023

~~20.1.3~~ 20.1.4 Where the terms of a Contract do not expressly permit an extension, Commercial Procurement and Legal Services shall advise whether it is possible to otherwise agree an extension by way of variation to the Contract. Any variations shall be carried out in accordance with RuleRules 19.6.3 and 20.2 ~~below~~.

~~20.1.4~~ 20.1.5 Approval for the extension must be given by an Officer with the appropriate level of delegated authority. This process must be recorded in writing.

~~20.1.5~~ 20.1.6 Prior to seeking approval from the relevant Chief Officer to take up a contract extension the Authorised Officer must establish whether the extension will deliver Best Value.

~~20.1.6~~ 20.1.7 Before taking an extension, the Authorised Officer must check the original spending authorisation decision (obtained in accordance with Rule 8) to confirm that authorisation to extend the Contract is in place. Where the original decision does not contain authorisation for an extension of the Contract, further authorisation may be sought under Rule 8. The value of the decision used to determine the authorisation requirement shall be the original Contract value plus the value of the proposed extension.

~~20.1.7~~ 20.1.8 All extensions to any Council contracts must be in writing and reported to the Head of Procurement in order that the E-Sourcing System can be updated.

20.2 Variations

20.2.1 Variations will be dealt with in accordance with these CPRs and the Procurement Regulations. Further guidance must be sought from Commercial Procurement and Legal Services.

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed _____ January _____ 2023

20.2.2 All Contract variations must be carried out:

- (i) within the scope of the original Contract. Contract variations that materially affect or change the scope of the original Contract are not permitted; and
- (ii) following consideration as part of the Category planning process.

20.2.3 All Contract variations must be in writing (in the form specified by the Contract where applicable) and signed or sealed by both the Council (in accordance with Rule 19.3.2 and 19.4.1 above and the Supplier. Approval for the Contract variation must be given by the by the ~~Monitoring Officer and~~ Head of Procurement, or their delegated officers.

20.2.4 Where appropriate (taking into account any change in contract value, contract term, range of services provided etc), Contract variations must be reported to the Head of Procurement in order that the E-Sourcing System can be updated.

20.2.5 A new procurement will be required in case of material change where one or more of the following conditions are met:

- (i) the variation introduces conditions which, had they been part of the initial procurement exercise, would have allowed for the admission of Suppliers other than those initially selected or for the acceptance of an offer other than that originally accepted or would have attracted additional participants in the procurement procedure;
- (ii) the variation increases the value of the Contract or the Framework Agreement substantially in favour of

the Supplier in a manner which was not provided for in the original Contract or Framework Agreement;

- (iii) the variation extends the scope of the Contract or Framework Agreement considerably.

Further guidance must be sought from Legal Services where the Chief Officer considers there is any possibility that the proposed variation might fall under this Rule 20.2.5.

21. Termination of Contract

- 21.1 **Prior to terminating any Contract, Officers must consult Commercial Procurement and Legal Services.** It will only be possible for Contracts to be terminated early, where provided for within the Contract and if this action is authorised by the relevant Chief Officer through a Delegated Decision. A copy of the report and decision for termination of any Contract exceeding £100,000 in aggregate for the whole of the contract period (including any extensions) must be sent to the Head of Procurement for monitoring purposes. All termination letters under this Rule must be drafted and issued via Legal Services in conjunction with the Authorised Officer.

22. Prevention of Corruption

- 22.1 Rules and regulations pertaining to the prevention of corruption are outlined in the Financial Regulations and must be adhered to at all times.

23. Declaration of Interests

- 23.1 To ensure that persons involved in the procurement process are aware of and adhere to the principles of impartiality and professional standards when dealing with, and completing commercial undertakings, a Conflict of Interest and Confidentiality Undertaking Declaration form is required to be

Reviewed: November 2023

~~Appendix 11: Contract Procedure Rules~~

~~Reviewed~~ ~~January~~ ~~2023~~

completed for all procurement processes which identifies actual and potential conflicts of interest. This must be completed by all Officers involved in the procurement process prior to commencement of the procurement process. If an actual or potential conflict of interest arises during the procurement process a new Conflict of Interest and Confidentiality Undertaking Declaration form shall be immediately completed and submitted by the Officer concerned and the Monitoring Officer and the S151 Officer shall be notified in accordance with Rule 23.2.

- 23.2 If it comes to the attention of a Member, Authorised Officer or other Officer that a Contract in which they have an interest (determined in accordance with the Members' and/or Employee Code of Conduct as appropriate) has been or is proposed to be entered into by the Council, they shall immediately give written notice to the Monitoring Officer and the S151 Officer.

24. Contract Management / Monitoring

- 24.1 All Contracts must have an appointed contract manager for the entirety of the Contract. The responsible Chief Officer must ensure a contract manager is designated prior to contract award.
- 24.2 Contract management, monitoring, evaluation and review must be conducted in line with guidance detailed in the Procurement Toolkit.

25. External Body ~~Grant~~ Funding Rules

- 25.1 Where a procurement process is funded, in whole or part, by ~~grant~~external funding which has been awarded to the Council by an external funding body, the Authorised Officer must consult with Commercial Procurement and Legal Services to ensure that any rules or conditions imposed by the funding body are adhered to in addition to the requirements of these CPRs.

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed _____ January _____ 2023

25.2 Where there is any conflict between these CPRs and the rules or conditions imposed by the funding body, the stricter requirement should be followed.

26. Waiver and Exemptions

Waivers

26.1 Except where the Procurement Regulations apply, the Executive has the power to waive any requirements within these CPRs for specific projects upon request.

26.2 Additionally, except where the Procurement Regulations apply, these CPRs may be waived where the circumstances are certified by the Chief Finance Officer, or their deputy advised as appropriate by the Monitoring Officer and Head of Procurement as meeting any of the following criteria:

~~26.2.1 for works, supplies or services which are of such special character that it is not possible to obtain competitive prices;~~

~~26.2.2~~ 26.2.1 for supplies purchased or sold in a public market or auction;

~~26.2.3 for the execution of works or services or the purchase of supplies involving specialist or unique knowledge or skills;~~

~~26.2.4~~ 26.2.2 with an organisation which has won a Contract for an earlier phase of work via a competitive process and where the work forms part of a ~~serial programme and has previously been identified as such;~~ larger project and/or serial programme. For the sake of clarity, this particular ground will **only** be available provided that:

(a) it was previously identified in the relevant tender and/or contractual documentation that the work being supplied by the relevant organisation formed part of a larger project and/or serial programme, and

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed _____ January _____ 2023

(b) the award of any additional work can be done so without breaching the Procurement Regulations and/or exposing the Council to unacceptable risk;

~~26.2.5~~26.2.3 with an organisation already engaged by the Council for a similar and related procurement and where there is significant benefit to extending the Contract to cover this additional requirement, without breaching the Procurement Regulations and/or exposing the Council to unacceptable risk;

~~26.2.6~~26.2.4 for works, supplies and/or services which, after the testing the market, are found to be only available from one organisation (either due to their highly specialised nature); the use of innovative technology or service models, or any exclusive proprietary rights belonging to the relevant supplier), provided that:

(a) this can be properly evidenced by the Authorised Officer (including confirmation that no other viable alternative works, supplies and/or services are available), and

(b) Commercial Procurement are satisfied that the Council has not artificially narrowed its requirements to avoid conducting a competitive tender process in accordance with these CPRs;

~~26.2.7~~26.2.5 involving such extreme urgency, that it is/would not be possible to comply with the CPRs; competitive procurement procedures and timescales set out within these CPRs. For the sake of clarity, this ground will not apply where said extreme urgency has come about due to circumstances that can be attributed to any action, inaction and/or delay on the part of the Council;

~~26.2.8~~26.2.6 for the purchase of a work of art or museum specimen, or to meet the specific requirements of an arts

or cultural event which cannot be procured competitively due to the nature of the requirement;

~~26.2.9~~26.2.7 in relation to time limited grant funding from an external body, where the time limitations will not allow a competitive procurement process to be completed and where the grant conditions allow this;

~~26.2.10~~26.2.8 in relation to external grant funding that has been awarded on the condition that a specific Supplier be appointed by the Council;

~~26.2.11~~26.2.9 where relevant UK or other applicable international legislation not otherwise referred to in these CPRs ~~prevents the usual~~allows another procurement process ~~from being followed~~to be undertaken;

~~26.2.12~~ In relation to the price quality ratio (Rule 12.1.1) where, ~~after consultation with officers from Finance, Commercial Procurement, the client team wishes to use a price percentage lower than 40%; and/or~~

~~26.2.13~~26.2.10 ~~where~~ Legal are satisfied that there is a significant risk to the statutory functions of the Council, or to its governance, audit or finances, a significant safeguarding risk, or a significant risk of failure in the case of an immediate statutory inspection, if the Supplier is not engaged (such confirmation in all cases to be confirmed in writing by the relevant Chief Officer~~;-~~).

26.3 If a waiver of these CPRs is required, the Authorised Officer will complete and submit a waiver form, using a template document obtained from Commercial Procurement. The waiver form must set out the detail of the specific Rule(s) being waived and confirmation of the Rule within 26.2 under which the waiver is being sought along with the financial, legal, risk and equality implications of the waiver sought.

-
- 26.4 The process to be followed in respect of waivers is set out in the Procurement Toolkit.
- 26.5 In relation to Maintained Schools, the Governing Body shall have the power to waive any requirement of these CPRs where the Head Teacher has submitted a waiver form in accordance with Rule 26.3 confirming that any of the criteria listed at Rule 26.2 apply.
- 26.6 If the waiver is approved the Authorised Officer can then proceed with the waiver to these CPRs. Officers are only authorised to incur expenditure up to the amount included in the final agreed waiver. Should any additional expenditure or further service be required a new waiver must be requested.
- 26.7 With the exception of those relating to Maintained Schools, every waiver form will be recorded on a master register maintained by Commercial Procurement. Each Maintained School must maintain their own master register of waiver forms.
- 26.8 Where a waiver is being requested, Authorised Officers are required to seek waivers at the outset of any procurement process or, where relevant, at such time during a procurement process that it becomes apparent that it is not possible to comply in full with the competition procedures outlined in Rules 11.3 and 11.4. No Contract resulting from a waiver being requested will be entered into without a waiver authorisation being in place.
- 26.9 Authorised Officers are not required to seek waivers in the case of an Emergency or as a result of an Emergency where there is danger to the safety of persons or serious risk of loss or damage to the Council's assets or interests, or the interests of another party. In such circumstances, the Authorised Officer may enter into such Contracts as necessary by means that are reasonable under the circumstances.

Exemptions

Reviewed: November 2023

~~Appendix 11: Contract Procedure Rules~~

~~Reviewed~~ ~~January~~ ~~2023~~

26.10 These CPRs do not apply to Contracts:

26.10.1 for the execution of mandatory works by statutory undertakers; (i.e., companies and agencies which have been given general licence to carry out certain development and highways works, such as utilities and telecoms companies or nationalised companies such as Network Rail);

26.10.2 for legal services in respect of specific matters which are in contemplation of:

(a) ~~Arbitration~~arbitration conciliation;

(b) Judicial proceedings before the courts;

26.10.3 for the provision of legal advice given in preparation for any of the proceedings referred to in Rule 26.10.2(a) or (b) above, or where there is tangible indication and high probability that the matter to which the advice relates will become the subject of such proceedings.

26.10.4 which have been procured on the Council's behalf:

(i) through collaboration with other local authorities or other public bodies, where a competitive process which complies with the CPRs of the leading organisation has been carried out; or

(ii) by a national or regional contracting authority where the process followed is in line with the Procurement Regulations;

26.10.5 to cover urgent special educational needs, urgent social care needs or urgent operational needs, if in the opinion of the relevant Director (in consultation with the Head of Procurement) the exemption is considered to be in the Council's interests or necessary to meet the authority's obligations under relevant legislation. Use of this

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed January 2023

exemption by the relevant Director must be preceded by a written report under Rule 26.3 using the waiver form, setting out the reason for such urgency, how it complies with ~~relevant legislation and represents Best Value~~the Procurement Regulations and any other relevant legislation, and represents Best Value. For the sake of clarity, this ground will **not** apply where in the opinion of the Head of Procurement (with advice from Legal Services where necessary) said urgency has come about due to circumstances that can be attributed to any action, inaction and/or delay on the part of the Council;

26.10.6 for the renewal of licences or contracts for goods or services where:

- a) the supply is restricted to either the original Supplier or their selected re-sellers; and
- b) competition does not affect the price paid owing to the way the market operates and/or the need for compatibility; and
- c) the value of three years' aggregated renewals has not exceeded, or will not exceed, £150,000; and
- d) the relevant Chief Officer has agreed to the renewal.

26.11 The use of e-procurement does not negate the requirement to comply with all elements of these CPRs.

27. Breaches of CPRs

27.1 Breaches of the CPRs are extremely serious matters and will be fully investigated and reported on following referral or discovery. All Directors are responsible for reporting all known or discovered breaches of these CPRs to the ~~Chief Finance Officer and Monitoring Officer~~Head of Procurement as soon as they become

Reviewed: November 2023

~~Appendix 11: Contract Procedure Rules~~

Reviewed _____ January _____ 2023

aware of it in practice. Any Director can be called to Audit & Governance Committee to explain any breach.

27.2 Breaches identified are reported to the [Head of Procurement and recorded. Training needs will be identified and provided to officers across the Council. Should repeated breaches be made, an investigation to remove an Officer's delegated authority will commence.](#)

27.127.3 Breaches are reported to Governance, Risk & Assurance Group to identify where improvements need to be made and to ensure training is provided where necessary.

28. Data Protection

28.1 Where a Contract involves data processing by the Supplier on behalf of the Council then sufficient due diligence must be undertaken to ensure that the Council only uses Suppliers who provide guarantees to implement appropriate technical and organisational measures in such a manner as to meet the requirements of the UK GDPR and Data Protection Act 2018 and protect the rights of individuals.

28.2 Every written Contract that involves the processing of personal data by a Supplier on behalf of the Council must set out the subject matter and duration of the processing, the nature and purpose of the processing, the types of personal data and categories of data subjects and obligations and rights of the Council. In particular the Contract must contain clauses that meet the requirements of Article 28(3) of the General Data Protection Regulations. Authorised Officers should consult with Legal Services as per Rule 2.1.2(x)(c).

28.3 Authorised Officers should consult with the [Corporate Information Governance team at the outset of a procurement process to:](#)

(a) discuss the data protection implications and obligations set out in Rule 28.2 above and as much information as possible

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed _____ January _____ 2023

should be included in the Contract prior to the publication of tender documentation;

~~28.3~~ (b) establish whether a Data Protection Impact Assessment is required in relation to any proposed Contract involving the processing of ~~Personal Data~~personal data.

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed _____ January _____ 2023

APPENDIX A - DEFINITIONS

“Accountable Body”	means where the Council is held accountable by the Government for a particular sum of money which actually may not be managed by, or be in the control of, Council Officers;
“Authorised Officer”	means a person authorised by the relevant Chief Officer to act on the Council’s behalf;
“Best Value”	means the optimum combination of whole life costs, quality and benefits to meet the customer’s requirement;
“Category”	means each category identified in the category overview table which is set out in the Council’s Procurement Strategy;
“Category Plan”	means strategic planning of the category, at a category or sub-category level, including review of the current position, constraints and opportunities, desired outcomes, options and actions. The template plan should be used in all cases except where an alternative approach (having the same effect) forms part of external funding or joint procurement requirements;
“Chief Finance Officer”	means the Council’s section 151 Officer currently the Chief Finance Officer or their nominated deputy;

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed _____ January _____ 2023

“Chief Officer”	means the head of the procuring directorate and includes the Chief Executive, Deputy Chief Executive, Operating Officer, Corporate Directors, Directors , Assistant Directors and officers with appropriate delegations and sub-delegations;
City of York Scheme for Financing Schools	means the scheme which sets out the financial relationship between the Council and Maintained Schools;
Commercial Procurement	means the Council’s Commercial Procurement team;
Concession Contract	has the meaning given in regulation 3 of the Concession Contracts Regulations;
Concession Contracts Regulations	means the Concession Contracts Regulations 2016 and any successor, amending or enabling legislation;
“Constitution”	the Council’s constitution which is available on the internet and sets out the rules that the Council and all Council employees and Members must follow;
“Contract(s)”	means an agreement between the Council and a Supplier made by formal agreement or by issue of a letter of acceptance or official order for goods, services and/or works;

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed _____ January _____ 2023

“Contracts Finder”	means the web-based portal provided for the purposes of the Procurement Regulations by or on behalf of the Cabinet Office;
“Contract Register”	means the register of all Contracts maintained by Commercial Procurement;
“Contracting Authorities”	has the meaning given in the Procurement Regulations;
“(The) Council”	means City of York Council;
“CPRs”	means these Contract Procedure Rules;
“Delegated Decision”	means a formal decision taken in accordance with the Council’s Constitution and sub-delegation schemes. It is for the Officer seeking the Delegated Decision to decide which type of decision is required in accordance with the Constitution;
“Director”	means an Officer of the Council designated as a director;
Dynamic Purchasing System <u>or</u> <u>DPS</u>	means a completely electronic process for making commonly used purchases that meet the requirements of a Contracting Authority, which is limited in duration and open throughout its validity to any economic operator which satisfies the selection criteria and has submitted an indicative tender that complies with the specification and

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed _____ January _____ 2023

	requirements of the relevant Contracting Authority;
“Emergency”	means an urgent situation or crisis created as a result of a natural disaster (such as flooding or an earthquake) or tragedy (such as an explosion or plane crash);
“E-Sourcing System”	means the Council’s chosen E-sourcing system (currently YORtender), an e-sourcing mandated for access to a specific framework or an approved alternative;
Executive	has the meaning given in the Council’s Constitution;
Executive Member	has the meaning given in the Council’s Constitution;
“Financial Appraisals”	means checking the financial status including the credit rating of a Supplier;
“Finance Manager”	means a manager from the Council’s internal finance team;
“Financial Regulations”	means the governance rules and regulations relating to the management of the Council’s financial affairs, set out in Appendix 10a of the Constitution;
“Find a Tender”	means the web-based portal provided for the purposes of the Procurement Regulations, for above Procurement Threshold

Reviewed: November 2023

Appendix 11: Contract Procedure RulesReviewed January 2023

	processes, by or on behalf of the Cabinet Office;
“Framework Agreement”	<p>means a framework agreement with one or more Contracting Authorities and one or more Suppliers which establishes an arrangement for:</p> <ul style="list-style-type: none"> i. Multiple orders to be placed with one economic operator (a single supplier framework); or ii. A framework of multiple economic operators to engage in further competitions or direct awards (a multiple supplier framework); <p>that has been set up either by the Council or an organisation other than the Council and has been authorised by Commercial Procurement for use in Council procurements;</p>
“Forward Procurement Plan”	<p>means practical planning of the procurement, or group of similar procurements, including approach, resourcing and timetable. This involves identifying major projects within each category of spend to be maintained by the relevant Chief Officer. It also provides a basis for information for Commercial Procurement to meet the Council’s reporting obligations.</p>

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed January 2023

	The Forward Procurement Plan will be in such format as prescribed by the Head of Procurement except where an alternative approach (having the same effect) forms part of external funding or joint procurement requirements;
“Governing Body”	has the meaning given in the City of York Scheme for Financing Schools;
“Grant”	means funding awarded to a third party organisation for the purpose of helping deliver community cohesion or providing complementary activities to those carried out by the Council;
“Head of Procurement”	means the Officer who is responsible for the procurement function on behalf of the Council;
“Internal Service Provider”	means any internal service area for example Building Services, Yorkcraft, Commercial Procurement, or Legal Services etc;
“Invitation to Tender”	means an invitation by the Council to a potential Supplier to tender for the provision of goods, services and/or works;
“Key Decision”	has the meaning set out in Rule 8.11 of the CPRs;
“Leader”	means the Leader of the Council;

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed January 2023

“Legal Services”	means the Council’s internal legal team;
Maintained Schools	Means the schools maintained by the Council as set out in the City of York Scheme for Financing Schools;
“Member(s)”	means elected member(s) of the Council;
“Monitoring Officer”	means the Council’s principal solicitor currently the Director of Governance;
“Officer(s)”	means employee(s) of the Council;
“Officer Decision Log”	means the section of the Council’s website where decisions made by senior officers are recorded;
“Participants”	means a person or entity participating in a procurement process, who has expressed an interest in tendering for a Contract or who has tendered for a Contract;
“Procurement Regulations”	means the Public Contracts Regulations 2015 and any successor, amending or enabling legislation implemented to govern the award of public contracts;
“Procurement Strategy”	means the Council’s published procurement strategy setting out its ambition for procurement and confirming a category

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed January 2023

	management and whole lifecycle approach to procurement;
“Procurement Threshold”	means the designated threshold above which the Procurement Regulations shall apply to a Contract;
“Procurement Toolkit”	means the manual that accompanies these CPRs which provides detailed guidance on procurement techniques, considerations and the effect of these CPRs;
“Relevant Contract”	has the meaning set out in Rule 3 of these CPRs;
“Request for Quotation”	means a request by the Council to a potential Supplier for a quotation for the provision of goods, services and/or works;
“Routine”	has the meaning set out in Rules 8.11 and 8.12;
“Rule(s)”	means any rule contained in these CPRs;
“Standstill Period”	means a 10 day standstill period before a Contract can be awarded to the successful bidder to allow an unsuccessful bidding organisation an opportunity to challenge the proposed contract award;
“Strategic Partnership”	means a partnership with an organisation that the Council has a long term arrangement with for

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed January 2023

	the provision of goods, works and / or services;
“Supplier(s)”	means the person or entity with whom the Council has a Contract;
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any successor, amending or enabling legislation;

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed January 2023

APPENDIX B - ARRANGEMENTS FOR SCHOOLS

Maintained Schools must use the following governance thresholds instead of those found in Rule 8.

Contract Value	Authorisation Required By
£500,000 and above	Council Executive (decision)
£250,000 up to £499,999.99	Governing Body (minute or decision)
£50,000 up to £249,999.99	Chair of Governing Body or relevant governing committee (written instruction)
£1 up to £49,999.99	Head-teacher OR The Governing Body in conjunction with the Head-teacher may decide upon a scheme of delegation appropriate to each school and staffing arrangements.

Reviewed: November 2023

Appendix 11: Contract Procedure Rules

Reviewed _____ January _____ 2023

APPENDIX C – ROUTINE PROCUREMENTS

The below table sets out some examples of the types of goods and services that may be considered Routine. This is included as a reference guide only and whether or not a procurement is Routine shall be determined on a case by case basis by the Head of Procurement in accordance with Rule 8.13.

<u>Example of Routine Procurement</u>	<u>Approval Required</u>
<u>Software licences for existing software</u>	<u>Head of Procurement</u>
<u>ICT hardware, software and / or services to maintain the security, integrity and statutory function of core or business systems</u>	<u>Head of Procurement</u>
<u>Utilities and such services</u>	<u>Head of Procurement</u>
<u>Statutory subscription items such a TV licences</u>	<u>Head of Procurement</u>
<u>Stationery, postal services, staff travel, and other comparable business administration contracts</u>	<u>Head of Procurement</u>
<u>General financial services (banking, merchant processing or other comparable services) excluding audit</u>	<u>Head of Procurement</u>

 Reviewed: November 2023

 Appendix 11: Contract Procedure Rules

 Reviewed _____ January _____ 2023

This page is intentionally left blank



CITY OF YORK COUNCIL

CONTRACT PROCEDURE RULES

CONTENTS

1.	Basic Principles and Compliance	5
2.	Officer Responsibilities	6
	2.1. Authorised Officers	6
	2.2 Chief Officers.....	8
3.	Relevant Contracts	9
4.	Grants.....	10
5.	Records.....	11
6.	Risk Assessment.....	12
7.	Advertising.....	12
8.	Powers and Key Decisions	143
9.	Pre-Tender Market Testing, Consultation and Deciding on the appropriate Procurement Route.....	16
10.	Framework Agreements	17
11.	Procurement Competition Requirements	18
	11.1 Competition Requirements.....	18
	11.2 Contract value up to and including £5,000	19
	11.3 Contract value over £5,000 and up to and including £100,000	19
	11.4 Contract value over £100,000	20
	11.5 Contract value over the Procurement Threshold	21
	11.6 Assets for Disposal.....	21
	11.7 Concession Contracts.....	21

12.	Evaluation Criteria and Standards	22
	12.1 Evaluation Criteria	22
	12.2 Standards	23
13.	Invitation to Tender / Request for Quotation	23
14.	Submission, Receipt and Opening of Tenders / Quotations....	24
	14.1 Opening of Tenders and Quotations.....	24
	14.2 Hard Copy Arrangements	24
15.	E-auctions	25
16.	Clarification Procedures	27
17.	Evaluation, Financial Appraisal, Award of Contract and Debriefing of Organisations	27
	17.1 Evaluation	28
	17.2 Financial Appraisals	27
	17.3 Award of Contract.....	27
	17.4 Debriefing	30
18.	Post Tender Negotiation	31
19.	Contract Documents.....	30
	19.1 Form of Procurement Documents.....	30
	19.2 Form of Contract.....	30
	19.3 Deeds.....	31
	All Contracts:.....	31
	19.4 Contract Signature/Sealing	31
	19.5 Legal Services Review of Tenders and Contracts.....	32
	19.6 Bonds and Liquidated & Ascertained Damages.....	32
20.	Contract Extension and Variation	33
	20.1 Extensions.....	33
	20.2 Variations.....	37
21.	Termination of Contract	38
22.	Prevention of Corruption.....	38

23.	Declaration of Interests.....	35
24.	Contract Management / Monitoring.....	39
25.	External Body Grant Funding	39
26.	Waiver and Exemptions.....	40
27.	Breaches of CPRs.....	40
28.	Data Protection.....	41
	Appendix A - Definitions.....	42
	Appendix B - Arrangements for Schools.....	50
	Appendix C - Routine Procurements.....	54

Contract Procedure Rules

These Contract Procedure Rules (**CPRs**) set out the key responsibilities and actions that Officers and Directors must follow when undertaking procurements.

All procurements and contracting arrangements made by or on behalf of the Council must be carried out in accordance with these CPRs. Rule 26 sets out the only circumstances in which the other Rules are specifically excluded or may be waived. Appendix A contains a series of definitions. Any term which is defined is shown in the CPRs beginning with a capital letter.

Maintained Schools

Where Maintained Schools enter into Contracts, they do so as agents of the Council. Accordingly Maintained Schools must follow these CPRs in addition to the York Scheme for Financing Schools (the **Scheme**), except where specifically stated otherwise. Where any conflict exists between these CPRs and the Scheme, the rules of the Scheme shall prevail.

Specific governance thresholds for Maintained Schools are set out in Appendix B. These are to be used in place of the thresholds contained at Rule 8.

For the purposes of these CPRs, the Authorised Officer for a Maintained School shall be the Head Teacher and the Chief Officer and/or Director shall be the Governing Body.

1. Basic Principles and Compliance

All procurement procedures and every Contract entered into by the Council must:

- 1.1 realise value for money by achieving the optimum combination of whole life costs, and quality of outcome;
- 1.2 be consistent with the highest standards of integrity;
- 1.3 operate in a transparent manner;
- 1.4 ensure fairness in allocating public contracts;
- 1.5 comply with all legal requirements including the Procurement Regulations and any other applicable international treaty principles of proportionality, mutual recognition, transparency, non-discrimination and equal treatment;
- 1.6 comply with the Council's Constitution, these CPRs and the Council's Financial Regulations;
- 1.7 comply with the Council's strategic objectives and policies, including the Council's Procurement Strategy and the Council's Employee and Member Codes of Conduct; and
- 1.8 comply with the guidance set out in the Procurement Toolkit which should be read in conjunction with these CPRs;

These CPRs are applicable to the contracting activities of any Strategic Partnership for which the Council is the Accountable Body unless the Council expressly agrees otherwise.

2. Officer Responsibilities

2.1. Authorised Officers

- 2.1.1 Authorised Officers must comply with these CPRs, the Council's Constitution and all UK and applicable international legal requirements. Authorised Officers must ensure that any agents, consultants and contractual partners acting on their behalf also comply with these requirements.

2.1.2 Authorised Officers must:

- (i) consult and seek advice from Commercial Procurement in relation to any proposed procurement;
- (ii) ensure, in relation to any proposed procurement, that the proposed procurement expenditure is contained in a Forward Procurement Plan and contained within an approved budget secured prior to commencement of the procurement in accordance with the Financial Regulations;
- (iii) keep the records required by Rule 5 of these CPRs;
- (iv) take all necessary procurement, legal, risk & insurance, financial, data protection and professional advice, taking into account the requirements of these CPRs;
- (v) prior to carrying out a procurement process or letting a Contract on behalf of the Council, check whether:
 - (A) the Council already has an appropriate Contract in place in the Contract Register; or
 - (B) an appropriate national, regional or other collaborative contract is already in place.
- (vi) ensure that if the Council already has an appropriate Contract in place, that it is used, (unless it can be established that the Contract does not fully meet the Council's specific requirements (to be determined on a case-by-case basis)), following consultation with Commercial Procurement and Legal Services;
- (vii) ensure that if an appropriate national, regional or collaborative contract is available, consideration

is given to using this, provided the contract offers Best Value. Authorised Officers must consult with Commercial Procurement to discuss;

- (viii) ensure that when any employee, either of the Council or of a Supplier, may be affected by any transfer arrangement, then any TUPE issues are considered and legal and HR advice from within the Council is obtained prior to proceeding with the procurement exercise;
- (ix) consult with all relevant stakeholders including Members, trade unions and service users where TUPE may apply to identify and assess all options to ensure the Council's required outcomes are achieved;
- (x) in consultation with Commercial Procurement establish a written specification and evaluation criteria (where competition is involved) and procurement methodology which must be formally approved at the relevant governance thresholds outlined in Rule 8 - Powers and Key Decisions (note the relevant decision-making body as identified in the governance thresholds may give Authorised Officers written delegated authority to define the specification and evaluation criteria themselves);
- (xi) consult and seek advice from Legal Services prior to beginning a procurement where:
 - (A) TUPE applies; and/or
 - (B) the service to be procured involves personal data, in which case the Authorised Officer shall also liaise with the Information Governance team;

(c) the procurement exceeds £150,000 in aggregate for the whole contract period (including any extensions).

(xii) Register all completed procurements with a value of £5,000 or more on the Contract Register.

2.1.3 Failure to comply with any of the provisions of these CPRs, the Council's Constitution, UK law or other applicable international legal requirements will be brought to the attention of the Monitoring Officer, Head of Internal Audit, or relevant Director as appropriate. Depending on the nature of the non-compliance this may result in disciplinary action being taken.

2.2 Chief Officers

Chief Officers must:

- 2.2.1 ensure their service area complies fully with the requirements of these CPRs;
- 2.2.2 ensure contracts are recorded in the Contract Register as held and maintained by Commercial Procurement;
- 2.2.3 work with Commercial Procurement to identify the total expenditure relating to a particular category of spend by developing a Category Plan;
- 2.2.4 ensure that their service area provides the requisite information to allow Commercial Procurement to maintain and update the Forward Procurement Plan;
- 2.2.5 ensure all procurement activity is undertaken by suitably skilled and experienced staff;
- 2.2.6 report any breaches of these CPRs to the Monitoring Officer and Chief Finance Officer.

3. Relevant Contracts

- 3.1 All Relevant Contracts must comply with these CPRs. A Relevant Contract is any arrangement made by, or on behalf of, the Council for the carrying out of works or the provision of supplies or services. These include arrangements for:
- 3.1.1 the supply or disposal of goods;
 - 3.1.2 the carrying out of building or engineering works;
 - 3.1.3 the hire, rental or lease of goods or equipment;
 - 3.1.4 the delivery of services;
 - 3.1.5 land and property transactions involving those elements set out in Rule 3.3 below; and
 - 3.1.6 the delivery of shared services and/or collaboration arrangements between the Council and other public authorities and/or public bodies and/or related overarching arrangements.
- 3.2 The following will not be classed as Relevant Contracts:
- 3.2.1 contracts of employment which make an individual a direct employee of the authority (whether on a permanent or temporary basis) and/or secondment arrangements;
 - 3.2.2 subject to Rule 3.3, agreements relating solely to the acquisition, disposal, or transfer of land (to which the Financial Regulations apply);
 - 3.2.3 subject to Rule 4, the payment of grants to third parties;
or
 - 3.2.4 those contracts/arrangements which are specifically excluded in accordance with Rule 25.9 below.
- 3.3 Any acquisition, disposal, or transfer of land which involves elements requiring the supply of works, goods and/or services to or on behalf of the Council will be treated as Relevant Contract and these CPRs apply to all aspects of the procurement of those

works, goods and/or services. Officers must ensure that they consult with Legal Services and Property Services as appropriate to ensure compliance with this Rule 3.3.

4. Grants

- 4.1 Where the Council is required to carry out works or deliver goods or services, the Council cannot elect to award a Grant where the sole purpose for doing so would be to avoid conducting a competitive tender process in accordance with these CPRs.
- 4.2 Taking into account Rule 4.1 above, Directors shall consider when procuring the provision of services, supplies or works whether a Grant would be a preferable means to achieving its objectives rather than following a competitive bid process.
- 4.3 A Grant may only be awarded in circumstances where:
 - 4.3.1 there is the legal power to make a Grant for the purpose envisaged; and
 - 4.3.2 the making of the Grant does not contravene UK, EU or any other applicable international rules on state aid.
- 4.4 Where the value of a Grant is less than £175,000 over 3 years, the Director shall have the discretion to conduct a competitive application process for the award of that Grant if doing so demonstrates best value for the Council. If a Director is not conducting a competitive application process then the Best Value Form must be completed to capture the rationale for the decision.
- 4.5 Where the value of the Grant exceeds £175,000 over 3 years but is less than the relevant Procurement Threshold a competitive grants process must be completed. The opportunity must be advertised on the E-Sourcing System.
- 4.6 Where the value of a Grant exceeds the relevant Procurement Threshold, a competitive process must be completed and the opportunity must be advertised on the E-Sourcing System.
- 4.7 The Authorised Officer shall take all such steps as are appropriate to monitor and review the performance of the Grant

agreement, having regard to its value, nature, duration and subject matter. As part of the Grant monitoring and review process the Authorised Officer shall maintain adequate records of performance and details of review meetings with the Grant recipient.

- 4.8 All Authorised Officers must complete the Best Value Grant form which is available from the Commercial Procurement team.

5. Records

- 5.1 The Procurement Regulations require Contracting Authorities to maintain the following comprehensive records of procurement activities:

- 5.1.1 contract details including value;
- 5.1.2 selection decision;
- 5.1.3 justification for use of the selected procedure;
- 5.1.4 names of bidding organisations, both successful and unsuccessful;
- 5.1.5 reasons for selection and rejection;
- 5.1.6 reasons for abandoning a procedure;
- 5.1.7 details of sub-contractors;
- 5.1.8 conflicts of interest identified and action taken.

- 5.2 The outcome of any competitive procurement process must be recorded in electronic format on the E-Sourcing System. Information from the E-Sourcing System will also be used for the tracking of procurement savings, sustainability benefits, and other data.

- 5.3 Commercial Procurement maintains the Contract Register which records key details of all Contracts (including contract reference numbers) with an aggregate value of £5,000 or more.

- 5.4 Where a Contract has not been awarded using the E-Sourcing System, Officers must ensure full details of that Contract are passed to the Head of Procurement for inclusion in the Contract Register where the aggregate value of the Contract is £5,000 or more. Decisions as to why the E-Sourcing System was not used must be recorded in writing and sent to Commercial Procurement.
- 5.5 Full records of all contract documentation, quotations, estimates, tenders and any other correspondence pertinent to the award or acceptance of a Contract must be kept by Commercial Procurement for the duration of the Contract and a minimum of six years after the Contract has expired or twelve years after the Contract has expired where it is executed under common seal as a deed.
- 5.6 It is the responsibility of Chief Officers to ensure that all Contracts are properly entered into, administered and controlled to safeguard the Council's interests, secure Best Value and minimise the risk of theft, fraud, collusion and corruption.
- 5.7 Officers must comply with any Council requirements to record decisions on the Officer Decision Log.

6. Risk Assessment

- 6.1 All procurements that require an Invitation to Tender and/or Requests for Quotation (see Rule 11 below), must be supported by a risk assessment (where appropriate). This risk assessment must be carried out at the start of the procurement process and, where appropriate, will include a Financial Appraisal in accordance with Rule 17.2.
- 6.2 The risk assessment process will identify where further specialist advice should be sought.

7. Advertising

- 7.1 Officers must liaise with Commercial Procurement to ensure that the minimum advertising requirements are met in line with the Procurement Regulations when conducting any procurement

process (including Framework Agreements or Dynamic Purchasing Systems). Officers should refer to the further guidance in the Procurement Toolkit.

7.2 Where Contracts with a value of £25,000 (including VAT) and above are advertised **anywhere**, they must first be advertised on Contracts Finder.

7.3 Where Contracts have a value above the relevant Procurement Threshold they must be advertised on Find a Tender.

8. Powers and Key Decisions

8.1 This Rule does not apply to Maintained Schools, who must consult the governance thresholds contained at Appendix B.

8.2 In consultation with the Monitoring Officer, Directors must ensure that the Council has the legal power to enter into any Contract.

8.3 Directors must ensure that they have delegated powers to enter into any Contract or to grant another Officer authority to do so.

8.4 No Contract will be entered into unless an adequate budget is in place.

8.5 Where a decision has already been made by Executive or an Executive Member and the budget is in place to permit a course of action then further approval is not required to award Contracts necessary to implement that decision.

8.6 Where schemes are included in the Capital Programme this has already been approved and further Executive approval is therefore not required. However, a copy of the relevant report must be sent to Commercial Procurement for audit purposes.

8.7 It is recommended that any approval sought includes a specific delegation to the Authorised Officer to award the Contract at the conclusion of the procurement. In other circumstances the procedure set out in Rules 8.9 to 8.11 below must be followed.

- 8.8 Where the aggregate contract value (including any extension) is £250,000 or less Directors may agree or authorise another Officer to enter a Contract under their delegated powers.
- 8.9 Where the aggregate contract value (including any extension) is between £250,000 and £500,000 then the decision to enter the contract requires the approval of an Executive Member or the Executive unless the procurement is treated as Routine as defined in Rules 8.12 and 8.13 below.
- 8.10 Where the aggregate contract value (including any extension) exceeds £500,000 the decision will be regarded as a Key Decision unless the Chief Finance Officer acting in consultation with the Monitoring Officer has approved the procurement as Routine in accordance with Rules 8.12 to 8.13 below.
- 8.11 A Routine procurement is any arrangement that represents a low commercial and legal risk to the Council and involves the procurement of goods, services or works with a clearly defined specification that clearly relate to core administrative, infrastructure or business functions of the Council (a sample list of such services is set out in Appendix C).
- 8.12 A procurement which relates to the carrying out of a statutory function of the Council shall not be considered Routine.
- 8.13 Where Officers consider a procurement process may be Routine, they must liaise with Commercial Procurement who will determine whether the procurement is in fact Routine and advise on the relevant paperwork to be submitted to the Head of Procurement. Authorisation to treat a procurement as Routine must be sought before the procurement process commences.
- 8.14 A Director may enter into a Contract regardless of value where the procurement has been treated as Routine.
- 8.15 A register of Routine procurements will be maintained and reported to the Executive Member for Finance, Performance, Major Projects & Equalities.

8.16 In relation to all Key Decisions, Authorised Officers must ensure that all authorisations are in place before the procurement process begins.

8.17 Notice of every Key Decision must be published on the Council's Forward Plan.

8.18 The Executive scheme of delegation requires that all Key Decisions are reserved to the Executive unless specifically delegated to an Executive Member or an Officer or where the Leader and Chief Operating Officer are acting in case of urgency.

8.19 This Rule 8 applies to all Relevant Contracts and all call-offs from Framework Agreements or Dynamic Purchasing Systems.

9. Pre-Tender Market Testing, Consultation and Deciding on the appropriate Procurement Route

9.1 The Council may consult potential Suppliers, prior to the issue of the Invitation to Tender or Request for Quotation, in general terms about the nature, level and standard of the supply, contract packaging and other relevant matters, provided this does not prejudice any other potential Supplier.

9.2 When engaging with potential Suppliers, the Council must not seek or accept technical advice from them on the preparation of an Invitation to Tender or Request for Quotation where this may prejudice the equal treatment of all potential Suppliers or otherwise distort competition.

9.3 In the case of the re-procurement of an existing Contract sufficient care must be taken to ensure that the process is fair and is seen to be fair. The objective is to ensure a level playing field for all potential Suppliers, whilst acknowledging that any incumbent Supplier has an inherent advantage due to having previously worked for the Council. Advice must be sought from Commercial Procurement to ensure the specification is clear and unambiguous.

-
- 9.4 In undertaking any market testing activities or consultation with potential Suppliers, the Authorised Officer responsible should refer to any guidance contained in the Procurement Toolkit.
- 9.5 Guidance on choosing the appropriate procurement route can be found in the Procurement Toolkit.

10. Framework Agreements

- 10.1 Call-off contracts or orders made under Framework Agreements or Dynamic Purchasing Systems must be operated in accordance with these CPRs and/or the requirements of the Framework Agreement or Dynamic Purchasing System themselves. **Further advice must be sought from Commercial Procurement.**
- 10.2 Where a Framework Agreement with more than one supplier provides an option for a direct call-off to one Supplier, this can only be done if all the following conditions are met:
- 10.2.1 The Framework Agreement's process for doing so is followed;
 - 10.2.2 The aggregate Contract value (including VAT) and including any extension) is less than £500,000;
 - 10.2.3 Where the aggregate Contract value (including any extension) exceeds £500,000, the relevant Chief Officer has approved the direct call-off method after advice from the Authorised Officer and Commercial Procurement; and
 - 10.2.4 The Authorised Officer believes that it represents Best Value for the direct call-off method to be used.

Establishment of Framework Agreements and Dynamic Purchasing Systems

- 10.3 Authorised Officers (in conjunction with Commercial Procurement and Legal Services) may establish a Framework Agreement or Dynamic Purchasing System (**DPS**). The Head of Procurement must agree to the establishment of any Framework

Agreement or DPS prior to any selection or procurement processes being undertaken. The Framework Agreement or DPS is otherwise treated as any other procurement and will follow the same levels and process as required by the value and object of the Framework Agreement or DPS. Note, there are additional requirements under the Procurement Regulations for the establishment and further use of a Framework Agreement or DPS, and advice must be sought from Commercial Procurement to ensure the Procurement Regulations are adhered to.

10.4 A Framework Agreement or DPS can be established jointly with other Contracting Authorities.

10.5 Any future call-off from the established Framework Agreement or DPS requires authorisation in accordance with the governance thresholds set out in Rules 8.9 to 8.11.

10.6 Where a Framework Agreement has been established by the Council, any extension or termination thereto shall be governed by Rules 20 and 21 below in addition to the Procurement Regulations.

11. Procurement Competition Requirements

11.1 Competition Requirements

11.1.1 The Authorised Officer must establish the total value of any Contract, including whole life costs, annual cost and incorporating any potential extension periods which may be awarded. The value of the Contract must be considered as the sum of all payments made to the Supplier during the whole life of the Contract, including extensions. The Authorised Officer must have particular regard to the rules relating to aggregation contained within the Procurement Regulations (further details on which can be found in the Procurement Toolkit).

11.1.2 Authorised Officers must ensure that values are not split in an attempt to avoid the applicability of these CPRs or the Procurement Regulations.

11.2 Contract value up to and including £5,000 – Best Value

11.2.1 In relation to all Contracts with a value up to and including £5,000, it is the responsibility of the relevant Authorised Officer to check whether there is an Internal Service Provider, existing Contract, Framework Agreement or Dynamic Purchasing System which can be used.

11.2.2 Where no appropriate Internal Service Provider, existing Contract, Framework Agreement or Dynamic Purchasing System exists the invitation of quotations should be invited where appropriate.

11.2.3 If the Authorised Officer believes that it represents Best Value for the Council to make a direct appointment without the need for competition, they may do so providing a written record of the decision (including reasons) is kept by them.

11.3 Contract value over £5,000 and up to and including £100,000 – Three Quotations

11.3.1 In relation to all Contracts with a value between £5,000 up to and including £100,000 Officers should, in conjunction with Commercial Procurement, consider whether there is an appropriate Internal Service Provider, existing Contract, Framework Agreement or Dynamic Purchasing System which can be used.

11.3.2 Where no appropriate Internal Service Provider, existing Contract or approved Framework Agreement or Dynamic Purchasing System exists, a minimum of three written quotations must be invited from suitable potential Suppliers. Efforts should be made to ensure that a diverse group of Suppliers are asked to quote using the following principles:

- (a) Where possible, ensuring Small and Medium Enterprises (SMEs) are invited to quote;

-
- (b) Where possible, ensuring local Suppliers are invited to quote;
 - (c) Where possible, not just inviting the same group of Suppliers who have previously quoted for this or previous similar work;
 - (d) Where possible, looking for novel or new Suppliers.

11.3.3 The written quotations must be obtained and documented in accordance with proper record keeping set out in Rule 5 and in accordance with the requirements of Rule 13.

11.3.4 All potential Suppliers invited to submit quotations will be provided in all instances with identical information and instructions.

11.3.5 The evaluation of the quotations will be carried out by Authorised Officers.

11.4 Contract value over £100,000 – Invitation to Tender

11.4.1 In relation to all Contracts with a value in excess of £100,000 Officers should, in conjunction with Commercial Procurement, consider whether there is an appropriate Internal Service Provider, existing Contract or Framework Agreement or Dynamic Purchasing System which can be used.

11.4.2 Where no appropriate Internal Service Provider, existing Contract, approved Framework Agreement or Dynamic Purchasing System exists, at least four written tenders must be invited from potential Suppliers. Efforts should be made to ensure that a diverse group of potential Suppliers are asked to tender using the following principles:

- (a) Where possible, ensuring Small and Medium Enterprises (SMEs) are invited to quote;
- (b) Where possible, ensuring local Suppliers are invited to quote;

(c) Where possible, not just inviting the same group of Suppliers who have previously quoted for this or previous similar work;

(d) Where possible, looking for novel or new Suppliers.

11.4.3 Where it has not been possible to identify four potential Suppliers or less than four responses to the invitation to tender have been received, approval to continue with the procurement must be sought from the Head of Procurement.

11.4.4 The tendering process must be conducted in accordance with the Council's detailed procedure rules set out in the Procurement Toolkit. Authorised Officers must consult with Commercial Procurement to establish the most appropriate tendering process/procurement route which will be determined on a case by case basis (depending on a number of factors including but not limited to the scope, value and technical requirements of the procurement).

11.5 Contract value over the Procurement Threshold

11.5.1 Where the estimated Contract value reaches the relevant Procurement Threshold, Officers are required to procure the Contract in accordance with the Procurement Regulations and these CPRs. In all such circumstances appropriate advice must be sought from Commercial Procurement.

11.5.2 The current Procurement Thresholds are available from Commercial Procurement.

11.6 Assets for Disposal

Assets for disposal must be dealt with in accordance with the Financial Regulations.

11.7 Concession Contracts

-
- 11.7.1 Concession Contracts may be established by Authorised Officers in conjunction with Commercial Procurement. Generally, Concession Contracts will result in an income to the Council. The thresholds set out in Rule 8 will also apply to Concession Contracts.
- 11.7.2 For the purpose of Rule 8 the value of a Concession Contract is defined in the Concession Contracts Regulations. That is the value shall be the total turnover of the concessionaire generated over the duration of the Contract, net of Value Added Tax, as estimated by the Council, in consideration for the works and/or services which are the object of the Concession Contract and for the supplies incidental to such works and services.
- 11.7.3 Contracts below the relevant thresholds defined in the Concession Contracts Regulations may be let using a three quotation process as outlined in Rule 11.3. Contracts above the relevant thresholds must be let in accordance with the process outlined in the Concession Contracts Regulations. Commercial Procurement will advise on the appropriate route and process to follow when letting Concession Contracts.

12. Evaluation Criteria and Standards

12.1 Evaluation Criteria

- 12.1.1 In any procurement exercise (regardless of overall Contract value) the successful tender must be the one which offers either:
- (i) the most economically advantageous tender based on “price or cost” using a cost effectiveness approach, such as, life cycle costing; or
 - (ii) the most economically advantageous tender balanced between quality and price.

In the latter case, the Council will use criteria linked to the subject matter of the Contract to determine that an offer

is the most economically advantageous, for example: price, quality, technical merit, aesthetic and functional characteristics, environmental & sustainability characteristics, social value (including but not limited to compliance with wider Council obligations such as membership of the Living Wage Foundation and sourcing fair trade where appropriate), running costs, cost effectiveness, after-sales service, technical assistance, delivery date, delivery period and period of completion.

12.1.2 The price element of an evaluation shall be 40% or greater unless:

(a) the relevant contract is being procured using a Framework Agreement or Dynamic Purchasing System which provides for an alternative weighting system; or

(b) the Authorised Officer has, in consultation with the Head of Procurement and Finance, determined that an alternative weighting system would be more appropriate due to either the size, value and/or available budget, risk-profile and/or nature of the procurement. The Authorised Officer must submit reasonings supported by Commercial Procurement to the Head of Procurement and Finance for approval prior to the procurement exercise being advertised.

12.1.3 Issues that are important to the Council in terms of meeting its corporate objectives can be used to evaluate tenders provided that such criteria relate to the subject matter of the Contract and is objectively quantifiable and non-discriminatory. The criteria can include, for example, sustainability considerations, support for the local economy or the use of sub-contractors. The potential Suppliers' approaches to continuous improvement and setting targets for service improvement or future savings could also be included.

12.1.4 The procurement documentation must clearly explain the basis of the evaluation decision to potential Suppliers, making it clear how the evaluation criteria specified in the process will be applied, the overall weightings to be attached to each of the high-level criteria, how the high-level criteria are divided into any sub-criteria and the weightings attached to each of those sub-criteria.

12.1.5 Once the tender documentation has been issued to the market, changes to the evaluation criteria shall only be permitted in exceptional circumstances following approval by the Head of Procurement.

12.1.6 There is no scope to change the evaluation criteria once quotations or tenders have been received. If quotations or tenders received mean the original evaluation criteria are no longer able to achieve the most economically advantageous tender, then the procurement process must be abandoned and treated as market engagement before a new procurement exercise is established with new evaluation criteria. In such a case, no award will be made from the original procurement exercise and Commercial Procurement must be consulted.

12.2 Standards

Relevant British, EU and International standards which apply to the subject matter of the Contract, and which are necessary to properly describe the required quality must be included within the procurement documentation, the specification, and the Contract. Officers should refer to further guidance set out in the Procurement Toolkit.

13. Invitation to Tender / Request for Quotation

13.1 Invitations to Tender/Requests for Quotation must be issued in accordance with the requirements of these CPRs.

13.2 All procurement documentation must be issued electronically. All procurements with a value over £25,000 must be conducted through an E-Sourcing System.

13.3 Where the E-Sourcing System is used, all communications with Suppliers must be undertaken exclusively through the E-Sourcing System. This includes any clarification questions asked by the potential Suppliers and responses provided by the Council.

13.4 In exceptional cases, where specific circumstances mean that a procurement process cannot be carried out electronically or, for example, where there is a failure of the E-Sourcing System, permission to conduct a procurement process by alternative means must be obtained from the Head of Procurement.

14. Submission, Receipt and Opening of Tenders / Quotations

14.1 Opening of Tenders and Quotations

14.1.1 Tenders and Quotations, except those which have been approved as exempt from electronic tendering in accordance with Rule 13.4, must be submitted electronically via the E-Sourcing System. Tenders submitted by any other means must not be accepted.

14.1.2 Detailed procedure notes on tendering requirements and protocols are set out in the Procurement Toolkit.

14.2 Hard Copy Arrangements

14.2.1 If approval to conduct a tender process outside the E-Sourcing System has been obtained in accordance with Rule 13.4 and “hard copy” tenders are to be accepted, these must be submitted, sealed, in the envelope provided with the procurement documents and addressed to the Head of Procurement without any mark revealing the bidding organisation’s identity.

14.2.2 All hard copy tenders will be held by the Head of Procurement until the tender opening date/time has been reached.

- 14.2.3 All hard copy tenders for the same Contract will be opened at the same time by a representative of the Chief Officer who invited the tenders and a representative from Commercial Procurement. A register of tenders received will be kept by Commercial Procurement and will be initialled on each occasion by the Authorised Officers who are present at the opening of the tenders.
- 14.2.4 If approval to conduct a quotation process outside the E-Sourcing System has been obtained in accordance with Rule 13.4 and hard copy quotations are to be accepted these must be submitted in a plain envelope marked "Quotation for ..." followed by a description of the goods, works or services being procured.
- 14.2.5 All hard copy quotations must be opened together once the official return date/time has been passed.

15. E-auctions

- 15.1 Where a tender is to be carried out by way of a collaborative e-auction process the following procedures will apply:
- 15.1.1 approval for this approach must be sought in advance of the auction from the relevant Chief Officer and Head of Procurement;
 - 15.1.2 the auction must be provided through a recognised managed service provider approved by the Head of Procurement;
 - 15.1.3 the process for selecting potential Suppliers must be agreed in advance with the Head of Procurement;
 - 15.1.4 the tender evaluation process must be agreed in advance with the Head of Procurement;
 - 15.1.5 the time limit for the auction must be set in advance, clearly notified and be appropriate to the nature of the auction;

- 15.1.6 a minimum of two Authorised Officers must be in attendance at the managed service provider's viewing room to ensure the process is conducted fairly and in accordance with the Procurement Regulations. One of the Authorised Officers must be an independent observer and have had no involvement with the exercise. They should not leave the room during the auction.
- 15.1.7 prior to start of the auction, Officers attending must satisfy themselves that the correct quality weightings (if applicable) have been loaded into the software and that the software is working correctly;
- 15.1.8 the final scoring of all the bidders needs to be documented and counter signed by each Officer immediately after the close of the auction;
- 15.1.9 the e-auction summary report which is normally produced by the e-auction provider (within a week of the auction) must be cross referenced to the Officers own records and both must be kept on file;
- 15.1.10 a signed copy of both these records must be passed to Head of Procurement ; and
- 15.1.11 if the lowest price bidder is not successful approval for the award of a Contract must be sought in line with these CPRs.
- 15.2 The application of these e-auction procedures exempts the tender from the opening rules set out at Rule 14. It does not exclude compliance with any other regulations as set out elsewhere in these CPRs.
- 15.3 The Council will arrange for award notices to be sent to the successful Supplier (following a 10-day Standstill Period) and brief the losing Providers. A copy of the award notice must be kept on file.

15.4 The Council must ensure that a discrete Contract complying with the Council's standard terms and conditions is put in place with each successful Supplier.

16. Clarification Procedures

16.1 The Council can ask bidding organisations for clarification of any details submitted as part of their bid. However, any such clarification must:

- (i) not involve changes to the basic features of the bidding organisation's submission; and
- (ii) be issued and responded to by Commercial Procurement.

16.2 When requesting clarification, the Authorised Officer must follow any guidance contained in the Procurement Toolkit. It must not be used to negotiate or re-negotiate Contract terms. Authorised Officers are required to take all necessary procurement and/or other relevant professional advice if they are in any way unsure of what may or may not constitute a 'clarification' under the Procurement Regulations.

16.3 All clarification questions raised by bidding organisations must be considered and responded to by Commercial Procurement.

16.4 If any amendments are required to the tender documentation or contract terms and conditions as a result of clarifications these must be approved by Commercial Procurement and/or Legal Services as appropriate.

17. Evaluation, Financial Appraisal, Award of Contract and Debriefing of Organisations

17.1 Evaluation

The evaluation of bids must be conducted in accordance with the evaluation criteria set out in the relevant procurement documents

(see Rule 12 above) provided to bidding organisations, and in line with any guidance detailed in the Procurement Toolkit.

17.2 Financial Appraisals

Financial Appraisals must be completed in respect of all third parties submitting bids for Contracts in excess of £100,000. It is the responsibility of the Authorised Officer in consultation with the relevant Finance Manager to take all steps reasonably necessary (having regard to the subject matter, value and duration of the Contract and any other relevant factors) to complete a risk assessment of the potential Supplier's financial stability and to ensure this is done to a standard required by the Finance Manager.

17.3 Award of Contract

- 17.3.1 The Council is required to notify successful and unsuccessful bidders of the outcome of a procurement process, in writing, in as timely a fashion as possible.
- 17.3.2 Where mandated by the procurement process used, a Standstill Period must be included in the procurement timetable and observed before the Contract can be awarded.
- 17.3.3 Authorised Officers should refer to the guidance in the Procurement Toolkit and must consult with Commercial Procurement in relation to the Standstill Period requirements and associated documentation to be issued to bidders.
- 17.3.4 Where a Standstill Period applies, successful and unsuccessful bidders will be sent a Contract award letter containing all the debrief information required under the Procurement Regulations. A copy of each Contract award letter must be kept on file.
- 17.3.5 Following successful completion of the Standstill Period, the successful bidder(s) will be issued with their Contract to sign.

17.3.6 Provided the winning bid:

- (i) is the most economically advantageous;
- (ii) is within the financial budget made for it;
- (iii) complies with the Council's proposed terms and conditions; and
- (iv) meets the Contract specification,

it may be accepted by the relevant Authorised Officer.

17.3.7 Where a tender is not:

- (i) the most economically advantageous (if payment is to be made by the Council); or
- (ii) the highest tender (if payment is to be received by the Council),

the award of the Contract must be passed to the Chief Finance Officer for decision clearly setting out the reasons why this is required.

17.3.8 Once approved, all proposed Contract awards over £100,000 must be recorded in the Officer decision log on the mod.gov system.

17.3.9 The approval of the relevant Executive Member and Chief Finance Officer must be given if a tender received as part of a capital scheme results in the scheme or project exceeding the approved financial budget by 10% or £50,000 (whichever is the lower) and this cannot be accommodated within the original financial budget.

17.4 Debriefing

The Authorised Officer will, as part of good practice, offer feedback to all tenderers who submitted a bid about the characteristics and relative advantages of the successful bid(s). This will usually include:

17.4.1 how the award criteria were applied;

17.4.2 the prices or ranges of prices submitted, but not in either case correlated to the tenderers

Authorised Officers must refer to the guidance set out in the Procurement Toolkit and consult with Commercial Procurement prior to issuing any feedback to bidders.

18. Post Tender Negotiation

18.1 Post tender negotiations must not be undertaken where the value of the Contract exceeds the relevant Procurement Threshold.

18.2 Post tender negotiations with selected Suppliers, where the value of the Contract is below the relevant Procurement Threshold, may be carried out where:

18.2.1 permitted by law; and

18.2.2 the relevant Chief Officer in consultation with Commercial Procurement and Legal Services considers that added value may be obtained; and

18.2.3 the post tender negotiations are conducted by a team of suitably experienced officers approved by the relevant Chief Officer and who have been trained in post tender negotiations. Commercial Procurement and Legal Services must be invited to attend any negotiation; and

18.2.4 a comprehensive, written record of the negotiations is kept by the Council; and

18.2.5 a clear record of the added value to be obtained as a result of the post tender negotiations is incorporated into the Contract with the successful Supplier.

19. Contract Documents

19.1 Form of Procurement Documents

The Council's standard procurement documents, which accompany the contract documents, will be used wherever

possible and appropriate. Where there is any deviation from the standard procurement documents, the documents to be used must be reviewed by Commercial Procurement before being issued. These documents are available from Commercial Procurement.

19.2 Form of Contract

- 19.2.1 Contractual commitments can only be made by Officers who are formally authorised to do so in the relevant directorate scheme of delegated authority. An up-to-date record of delegated authorities across the Council is kept by Commercial Procurement.
- 19.2.2 Should the Council be utilising a particular Framework Agreement or DPS for the first time, Legal Services must be engaged to approve the form of Call-Off Contract or Order Form, the Call-Off terms and conditions and any other associated documents.
- 19.2.3 Unless subsequent Call-Offs require further amendment in accordance with the Procurement Regulations, they can proceed without additional approval from Legal Services.
- 19.2.4 For the sake of clarity however, if any Call-Off terms require any amendment at any stage of a Procurement (as part of a mini-competition or otherwise), approval must be sought from Legal Services and Commercial Procurement.
- 19.2.5 If the Council intends to make a direct award under a Framework Agreement or DPS, no amendments are permitted to the Call-Off terms and conditions.
- 19.2.6 The Council will not accept Suppliers' terms and conditions without Legal Services confirming that they are acceptable, and/or without any amendments required by Legal Services. If any case arises, a copy of the terms

and conditions must be sent to Legal Services for approval.

19.2.7 Every Contract must be made in writing by either:

- (i) the issue of a purchase order and accompanying standard terms and conditions for the purchase or supply of goods, services and/or works with an aggregate Contract value (including any extensions) of not more than £100,000; or
- (ii) the preparation of formal written contracts for the purchase or supply of goods, services and/or works with an aggregate Contract value (including any extensions) of £100,000 and above or lower where the nature of the Contract requires a formal written contract.

19.2.8 With regards to:

- (i) Rule 19.2.7(i) above, no amendments requested by any Supplier to the purchase order standard terms and conditions will be accepted without the prior approval of Legal Services; and
- (ii) Rule 19.2.7(ii), any formal contracts must be drafted using either a template form of Contract previously approved and/or drafted by Legal Services, or a new bespoke document created by Legal Services. A Supplier's standard terms and conditions must not be accepted except in accordance with Rule 19.2.6 above.

19.3 Deeds

19.3.1 All Contracts:

- (i) in excess of £500,000; or

- (ii) where the subject matter warrants an extended period of twelve years' protection; or
- (iii) for nil consideration; or
- (iv) where there is a legal requirement for the Contract to be executed as a deed;

must be executed as a deed under common seal by Legal Services in accordance with Article 24: Finance, Contracts and Legal Matters, unless agreed otherwise by the Monitoring Officer or except where indicated in Appendix B.

19.3.2 Contracts to novate, assign, vary or extend an existing contract:

- (i) must be executed as a deed where the original contract terms do not expressly permit such novation, assignment, variation or extension; or
- (ii) are not required to be executed as a deed where the original contract terms expressly permit such novation, assignment, variation or extension.

19.4 Contract Signature/Sealing

19.4.1 Contracts must:

- (i) where the Contract is in the form of a deed, be made under the Council's seal or electronic seal and attested by Legal Services as required by the Constitution; or
- (ii) where the Contract is to be signed underhand as a simple contract, be signed (either by hand or by electronic signature) by:
 - (a) an Authorised Officer with the appropriate level of delegated authority as set out in the relevant directorate's scheme of delegation; or
 - (b) Legal Services.

19.4.2 When submitted to Legal Services for signing or sealing, all Contracts must be accompanied by an Authorisation to Sign or Seal Form setting out the decision-making process and authority. This form can be obtained from Legal Services.

19.5 Legal Services Review of Contracts

19.5.1 To ensure the integrity of the procurement process:

- (i) where Officers intend to deviate from the Council's standard terms and conditions, all Contracts must be reviewed by Legal Services; and
- (ii) any proposed Contracts via an Open or Restricted process, which are deemed to be of medium or high risk, must be reviewed by Legal Services.

19.6 Bonds, Parent Company Guarantees and Liquidated & Ascertained Damages

19.6.1 Chief Officers (in consultation with Commercial Procurement and Legal Services) will consider whether to include provision for payment of liquidated & ascertained damages by a Supplier for delay or breach of contract where appropriate, taking into account the subject matter and risk associated with the Contract. Such consideration will be recorded in writing.

19.6.2 When considered appropriate by a Chief Officer the Supplier will be required to provide a performance bond to secure the performance of the Contract. Such performance bonds should provide for a sum of not less than 10% of the total value of the Contract or such other sum as the Authorised Officer (in consultation with a Finance Manager) considers appropriate.

19.6.3 Where considered appropriate by a Chief Officer, the Supplier will be required to provide a parent company guarantee in a form acceptable to the Council prior to entering into the Contract.

20. Contract Extension and Variation

20.1 Extensions

- 20.1.1 Commercial Procurement and Legal Services must be consulted in relation to any proposed Contract extension.
- 20.1.2 Contract extensions shall only be permitted if they are put in place before the Contract expiry date, the relevant notice has been given to the Supplier and where the proposed extension is in accordance with the contract terms.
- 20.1.3 Where the terms of a Contract expressly permit extensions, Commercial Procurement will support Officers to complete the required paperwork to give notice to the Supplier and document the extension in the agreed form in writing.
- 20.1.4 Where the terms of a Contract do not expressly permit an extension, Commercial Procurement and Legal Services shall advise whether it is possible to otherwise agree an extension by way of variation to the Contract. Any variations shall be carried out in accordance with Rules 19.6.3 and 20.2.
- 20.1.5 Approval for the extension must be given by an Officer with the appropriate level of delegated authority. This process must be recorded in writing.
- 20.1.6 Prior to seeking approval from the relevant Chief Officer to take up a contract extension the Authorised Officer must establish whether the extension will deliver Best Value.
- 20.1.7 Before taking an extension, the Authorised Officer must check the original spending authorisation decision (obtained in accordance with Rule 8) to confirm that authorisation to extend the Contract is in place. Where the original decision does not contain authorisation for an extension of the Contract, further authorisation may be

sought under Rule 8. The value of the decision used to determine the authorisation requirement shall be the original Contract value plus the value of the proposed extension.

20.1.8 All extensions to any Council contracts must be in writing and reported to the Head of Procurement in order that the E-Sourcing System can be updated.

20.2 Variations

20.2.1 Variations will be dealt with in accordance with these CPRs and the Procurement Regulations. Further guidance must be sought from Commercial Procurement and Legal Services.

20.2.2 All Contract variations must be carried out:

- (i) within the scope of the original Contract. Contract variations that materially affect or change the scope of the original Contract are not permitted; and
- (ii) following consideration as part of the Category planning process.

20.2.3 All Contract variations must be in writing (in the form specified by the Contract where applicable) and signed or sealed by both the Council (in accordance with Rule 19.3.2 and 19.4.1 above and the Supplier. Approval for the Contract variation must be given by the by the Head of Procurement, or their delegated officers.

20.2.4 Where appropriate (taking into account any change in contract value, contract term, range of services provided etc), Contract variations must be reported to the Head of Procurement in order that the E-Sourcing System can be updated.

20.2.5 A new procurement will be required in case of material change where one or more of the following conditions are met:

- (i) the variation introduces conditions which, had they been part of the initial procurement exercise, would have allowed for the admission of Suppliers other than those initially selected or for the acceptance of an offer other than that originally accepted or would have attracted additional participants in the procurement procedure;
- (ii) the variation increases the value of the Contract or the Framework Agreement substantially in favour of the Supplier in a manner which was not provided for in the original Contract or Framework Agreement;
- (iii) the variation extends the scope of the Contract or Framework Agreement considerably.

Further guidance must be sought from Legal Services where the Chief Officer considers there is any possibility that the proposed variation might fall under this Rule 20.2.5.

21. Termination of Contract

21.1 Prior to terminating any Contract, Officers must consult Commercial Procurement and Legal Services. It will only be possible for Contracts to be terminated early, where provided for within the Contract and if this action is authorised by the relevant Chief Officer through a Delegated Decision. A copy of the report and decision for termination of any Contract exceeding £100,000 in aggregate for the whole of the contract period (including any extensions) must be sent to the Head of Procurement for monitoring purposes. All termination letters under this Rule must be drafted and issued via Legal Services in conjunction with the Authorised Officer.

22. Prevention of Corruption

22.1 Rules and regulations pertaining to the prevention of corruption are outlined in the Financial Regulations and must be adhered to at all times.

23. Declaration of Interests

23.1 To ensure that persons involved in the procurement process are aware of and adhere to the principles of impartiality and professional standards when dealing with, and completing commercial undertakings, a Conflict of Interest and Confidentiality Undertaking Declaration form is required to be completed for all procurement processes which identifies actual and potential conflicts of interest. This must be completed by all Officers involved in the procurement process prior to commencement of the procurement process. If an actual or potential conflict of interest arises during the procurement process a new Conflict of Interest and Confidentiality Undertaking Declaration form shall be immediately completed and submitted by the Officer concerned and the Monitoring Officer and the S151 Officer shall be notified in accordance with Rule 23.2.

23.2 If it comes to the attention of a Member, Authorised Officer or other Officer that a Contract in which they have an interest (determined in accordance with the Members' and/or Employee Code of Conduct as appropriate) has been or is proposed to be entered into by the Council, they shall immediately give written notice to the Monitoring Officer and the S151 Officer.

24. Contract Management / Monitoring

24.1 All Contracts must have an appointed contract manager for the entirety of the Contract. The responsible Chief Officer must ensure a contract manager is designated prior to contract award.

24.2 Contract management, monitoring, evaluation and review must be conducted in line with guidance detailed in the Procurement Toolkit.

25. External Body Funding Rules

25.1 Where a procurement process is funded, in whole or part, by external funding which has been awarded to the Council by an external funding body, the Authorised Officer must consult with Commercial Procurement and Legal Services to ensure that any

rules or conditions imposed by the funding body are adhered to in addition to the requirements of these CPRs.

25.2 Where there is any conflict between these CPRs and the rules or conditions imposed by the funding body, the stricter requirement should be followed.

26. Waiver and Exemptions

Waivers

26.1 Except where the Procurement Regulations apply, the Executive has the power to waive any requirements within these CPRs for specific projects upon request.

26.2 Additionally, except where the Procurement Regulations apply, these CPRs may be waived where the circumstances are certified by the Chief Finance Officer, or their deputy advised as appropriate by the Monitoring Officer and Head of Procurement as meeting any of the following criteria:

26.2.1 for supplies purchased or sold in a public market or auction;

26.2.2 with an organisation which has won a Contract for an earlier phase of work via a competitive process and where the work forms part of a larger project and/or serial programme. For the sake of clarity, this particular ground will **only** be available provided that:

(a) it was previously identified in the relevant tender and/or contractual documentation that the work being supplied by the relevant organisation formed part of a larger project and/or serial programme, and

(b) the award of any additional work can be done so without breaching the Procurement Regulations and/or exposing the Council to unacceptable risk;

26.2.3 with an organisation already engaged by the Council for a similar and related procurement and where there is significant benefit to extending the Contract to cover this

additional requirement, without breaching the Procurement Regulations and/or exposing the Council to unacceptable risk;

26.2.4 for works, supplies and/or services which, after the testing the market, are found to be only available from one organisation (either due to their highly specialised nature, the use of innovative technology or service models, or any exclusive proprietary rights belonging to the relevant supplier), provided that:

- (a) this can be properly evidenced by the Authorised Officer (including confirmation that no other viable alternative works, supplies and/or services are available), and
- (b) Commercial Procurement are satisfied that the Council has not artificially narrowed its requirements to avoid conducting a competitive tender process in accordance with these CPRs;

26.2.5 involving such extreme urgency, that it would not be possible to comply with the competitive procurement procedures and timescales set out within these CPRs. For the sake of clarity, this ground will **not** apply where said extreme urgency has come about due to circumstances that can be attributed to any action, inaction and/or delay on the part of the Council;

26.2.6 for the purchase of a work of art or museum specimen, or to meet the specific requirements of an arts or cultural event which cannot be procured competitively due to the nature of the requirement;

26.2.7 in relation to time limited grant funding from an external body, where the time limitations will not allow a competitive procurement process to be completed and where the grant conditions allow this;

- 26.2.8 in relation to external grant funding that has been awarded on the condition that a specific Supplier be appointed by the Council;
- 26.2.9 where relevant UK or other applicable international legislation not otherwise referred to in these CPRs allows another procurement process to be undertaken;
- 26.2.10 where officers from Finance, Commercial Procurement and/or Legal are satisfied that there is a significant risk to the statutory functions of the Council, or to its governance, audit or finances, a significant safeguarding risk, or a significant risk of failure in the case of an immediate statutory inspection, if the Supplier is not engaged (such confirmation in all cases to be confirmed in writing by the relevant Chief Officer).
- 26.3 If a waiver of these CPRs is required, the Authorised Officer will complete and submit a waiver form, using a template document obtained from Commercial Procurement. The waiver form must set out the detail of the specific Rule(s) being waived and confirmation of the Rule within 26.2 under which the waiver is being sought along with the financial, legal, risk and equality implications of the waiver sought.
- 26.4 The process to be followed in respect of waivers is set out in the Procurement Toolkit.
- 26.5 In relation to Maintained Schools, the Governing Body shall have the power to waive any requirement of these CPRs where the Head Teacher has submitted a waiver form in accordance with Rule 26.3 confirming that any of the criteria listed at Rule 26.2 apply.
- 26.6 If the waiver is approved the Authorised Officer can then proceed with the waiver to these CPRs. Officers are only authorised to incur expenditure up to the amount included in the final agreed waiver. Should any additional expenditure or further service be required a new waiver must be requested.

-
- 26.7 With the exception of those relating to Maintained Schools, every waiver form will be recorded on a master register maintained by Commercial Procurement. Each Maintained School must maintain their own master register of waiver forms.
- 26.8 Where a waiver is being requested, Authorised Officers are required to seek waivers at the outset of any procurement process or, where relevant, at such time during a procurement process that it becomes apparent that it is not possible to comply in full with the competition procedures outlined in Rules 11.3 and 11.4. No Contract resulting from a waiver being requested will be entered into without a waiver authorisation being in place.
- 26.9 Authorised Officers are not required to seek waivers in the case of an Emergency or as a result of an Emergency where there is danger to the safety of persons or serious risk of loss or damage to the Council's assets or interests, or the interests of another party. In such circumstances, the Authorised Officer may enter into such Contracts as necessary by means that are reasonable under the circumstances.

Exemptions

26.10 These CPRs do not apply to Contracts:

- 26.10.1 for the execution of mandatory works by statutory undertakers (i.e., companies and agencies which have been given general licence to carry out certain development and highways works, such as utilities and telecoms companies or nationalised companies such as Network Rail);
- 26.10.2 for legal services in respect of specific matters which are in contemplation of:
- (a) arbitration conciliation;
 - (b) Judicial proceedings before the courts;
- 26.10.3 for the provision of legal advice given in preparation for any of the proceedings referred to in Rule 26.10.2(a) or (b) above, or where there is tangible indication and high

probability that the matter to which the advice relates will become the subject of such proceedings.

26.10.4 which have been procured on the Council's behalf:

- (i) through collaboration with other local authorities or other public bodies, where a competitive process which complies with the CPRs of the leading organisation has been carried out; or
- (ii) by a national or regional contracting authority where the process followed is in line with the Procurement Regulations;

26.10.5 to cover urgent special educational needs, urgent social care needs or urgent operational needs, if in the opinion of the relevant Director (in consultation with the Head of Procurement) the exemption is considered to be in the Council's interests or necessary to meet the authority's obligations under relevant legislation. Use of this exemption by the relevant Director must be preceded by a written report under Rule 26.3 using the waiver form, setting out the reason for such urgency, how it complies with the Procurement Regulations and any other relevant legislation, and represents Best Value. For the sake of clarity, this ground will **not** apply where in the opinion of the Head of Procurement (with advice from Legal Services where necessary) said urgency has come about due to circumstances that can be attributed to any action, inaction and/or delay on the part of the Council;

26.10.6 for the renewal of licences or contracts for goods or services where:

- a) the supply is restricted to either the original Supplier or their selected re-sellers; and
- b) competition does not affect the price paid owing to the way the market operates and/or the need for compatibility; and

c) the value of three years' aggregated renewals has not exceeded, or will not exceed, £150,000; and

d) the relevant Chief Officer has agreed to the renewal.

26.11 The use of e-procurement does not negate the requirement to comply with all elements of these CPRs.

27. Breaches of CPRs

27.1 Breaches of the CPRs are extremely serious matters and will be fully investigated and reported on following referral or discovery. All Directors are responsible for reporting all known or discovered breaches of these CPRs to the Head of Procurement as soon as they become aware of it in practice. Any Director can be called to Audit & Governance Committee to explain any breach.

27.2 Breaches identified are reported to the Head of Procurement and recorded. Training needs will be identified and provided to officers across the Council. Should repeated breaches be made, an investigation to remove an Officer's delegated authority will commence.

27.3 Breaches are reported to Governance, Risk & Assurance Group to identify where improvements need to be made and to ensure training is provided where necessary.

28. Data Protection

28.1 Where a Contract involves data processing by the Supplier on behalf of the Council then sufficient due diligence must be undertaken to ensure that the Council only uses Suppliers who provide guarantees to implement appropriate technical and organisational measures in such a manner as to meet the requirements of the UK GDPR and Data Protection Act 2018 and protect the rights of individuals.

28.2 Every written Contract that involves the processing of personal data by a Supplier on behalf of the Council must set out the subject matter and duration of the processing, the nature and purpose of the processing, the types of personal data and categories of data subjects and obligations and rights of the

Council. In particular the Contract must contain clauses that meet the requirements of Article 28(3) of the General Data Protection Regulations. Authorised Officers should consult with Legal Services as per Rule 2.1.2(x)(c).

28.3 Authorised Officers should consult with the Information Governance team at the outset of a procurement process to:

(a) discuss the data protection implications and obligations set out in Rule 28.2 above and as much information as possible should be included in the Contract prior to the publication of tender documentation;

(b) establish whether a Data Protection Impact Assessment is required in relation to any proposed Contract involving the processing of personal data.

APPENDIX A - DEFINITIONS

Accountable Body	means where the Council is held accountable by the Government for a particular sum of money which actually may not be managed by, or be in the control of, Council Officers;
Authorised Officer	means a person authorised by the relevant Chief Officer to act on the Council's behalf;
Best Value	means the optimum combination of whole life costs, quality and benefits to meet the customer's requirement;
Category	means each category identified in the category overview table which is set out in the Council's Procurement Strategy;
Category Plan	means strategic planning of the category, at a category or sub-category level, including review of the current position, constraints and opportunities, desired outcomes, options and actions. The template plan should be used in all cases except where an alternative approach (having the same effect) forms part of external funding or joint procurement requirements;
Chief Finance Officer	means the Council's section 151 Officer currently the Chief Finance Officer or their nominated deputy;
Chief Officer	means the head of the procuring directorate and includes the Chief Operating Officer, Corporate

	Directors, Directors, Assistant Directors and officers with appropriate delegations and sub-delegations;
City of York Scheme for Financing Schools	means the scheme which sets out the financial relationship between the Council and Maintained Schools;
Commercial Procurement	means the Council's Commercial Procurement team;
Concession Contract	has the meaning given in regulation 3 of the Concession Contracts Regulations;
Concession Contracts Regulations	means the Concession Contracts Regulations 2016 and any successor, amending or enabling legislation;
Constitution	the Council's constitution which is available on the internet and sets out the rules that the Council and all Council employees and Members must follow;
Contract(s)	means an agreement between the Council and a Supplier made by formal agreement or by issue of a letter of acceptance or official order for goods, services and/or works;
Contracts Finder	means the web-based portal provided for the purposes of the Procurement Regulations by or on behalf of the Cabinet Office;
Contract Register	means the register of all Contracts maintained by Commercial Procurement;

Contracting Authorities	has the meaning given in the Procurement Regulations;
Council	means City of York Council;
CPRs	means these Contract Procedure Rules;
Delegated Decision	means a formal decision taken in accordance with the Council's Constitution and sub-delegation schemes. It is for the Officer seeking the Delegated Decision to decide which type of decision is required in accordance with the Constitution;
Director	means an Officer of the Council designated as a director;
Dynamic Purchasing System or DPS	means a completely electronic process for making commonly used purchases that meet the requirements of a Contracting Authority, which is limited in duration and open throughout its validity to any economic operator which satisfies the selection criteria and has submitted an indicative tender that complies with the specification and requirements of the relevant Contracting Authority;
Emergency	means an urgent situation or crisis created as a result of a natural disaster (such as flooding or an earthquake) or tragedy (such as an explosion or plane crash);
E-Sourcing System	means the Council's chosen E-sourcing system (currently

	YORtender), an e-sourcing mandated for access to a specific framework or an approved alternative;
Executive	has the meaning given in the Council's Constitution;
Executive Member	has the meaning given in the Council's Constitution;
Financial Appraisals	means checking the financial status including the credit rating of a Supplier;
Finance Manager	means a manager from the Council's internal finance team;
Financial Regulations	means the governance rules and regulations relating to the management of the Council's financial affairs, set out in Appendix 10a of the Constitution;
Find a Tender	means the web-based portal provided for the purposes of the Procurement Regulations, for above Procurement Threshold processes, by or on behalf of the Cabinet Office;
Framework Agreement	<p>means a framework agreement with one or more Contracting Authorities and one or more Suppliers which establishes an arrangement for:</p> <ul style="list-style-type: none"> i. Multiple orders to be placed with one economic operator (a single supplier framework); or ii. A framework of multiple economic operators to engage in further

	<p>competitions or direct awards (a multiple supplier framework);</p> <p>that has been set up either by the Council or an organisation other than the Council and has been authorised by Commercial Procurement for use in Council procurements;</p>
Forward Procurement Plan	<p>means practical planning of the procurement, or group of similar procurements, including approach, resourcing and timetable. This involves identifying major projects within each category of spend to be maintained by the relevant Chief Officer. It also provides a basis for information for Commercial Procurement to meet the Council's reporting obligations. The Forward Procurement Plan will be in such format as prescribed by the Head of Procurement except where an alternative approach (having the same effect) forms part of external funding or joint procurement requirements;</p>
Governing Body	<p>has the meaning given in the City of York Scheme for Financing Schools;</p>
Grant	<p>means funding awarded to a third party organisation for the purpose of helping deliver community cohesion or providing complementary activities to those carried out by the Council;</p>

Head of Procurement	means the Officer who is responsible for the procurement function on behalf of the Council;
Internal Service Provider	means any internal service area for example Building Services, Yorkcraft, Commercial Procurement, or Legal Services etc;
Invitation to Tender	means an invitation by the Council to a potential Supplier to tender for the provision of goods, services and/or works;
Key Decision	has the meaning set out in Rule 8.11 of the CPRs;
Leader	means the Leader of the Council;
Legal Services	means the Council's internal legal team;
Maintained Schools	Means the schools maintained by the Council as set out in the City of York Scheme for Financing Schools;
Member(s)	means elected member(s) of the Council;
Monitoring Officer	means the Council's principal solicitor currently the Director of Governance;
Officer(s)	means employee(s) of the Council;
"Officer Decision Log"	means the section of the Council's website where decisions made by senior officers are recorded;
Participants	means a person or entity participating in a procurement process, who has expressed an

	interest in tendering for a Contract or who has tendered for a Contract;
Procurement Regulations	means the Public Contracts Regulations 2015 and any successor, amending or enabling legislation implemented to govern the award of public contracts;
Procurement Strategy	means the Council's published procurement strategy setting out its ambition for procurement and confirming a category management and whole lifecycle approach to procurement;
Procurement Threshold	means the designated threshold above which the Procurement Regulations shall apply to a Contract;
Procurement Toolkit	means the manual that accompanies these CPRs which provides detailed guidance on procurement techniques, considerations and the effect of these CPRs;
Relevant Contract	has the meaning set out in Rule 3 of these CPRs;
Request for Quotation	means a request by the Council to a potential Supplier for a quotation for the provision of goods, services and/or works;
Routine	has the meaning set out in Rules 8.11 and 8.12;
Rule(s)	means any rule contained in these CPRs;
Standstill Period	means a 10 day standstill period before a Contract can be awarded

	to the successful bidder to allow an unsuccessful bidding organisation an opportunity to challenge the proposed contract award;
Strategic Partnership	means a partnership with an organisation that the Council has a long term arrangement with for the provision of goods, works and / or services;
Supplier(s)	means the person or entity with whom the Council has a Contract;
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any successor, amending or enabling legislation;

APPENDIX B - ARRANGEMENTS FOR SCHOOLS

Maintained Schools must use the following governance thresholds instead of those found in Rule 8.

Contract Value	Authorisation Required By
£500,000 and above	Council Executive (decision)
£250,000 up to £499,999.99	Governing Body (minute or decision)
£50,000 up to £249,999.99	Chair of Governing Body or relevant governing committee (written instruction)
£1 up to £49,999.99	Head-teacher OR The Governing Body in conjunction with the Head-teacher may decide upon a scheme of delegation appropriate to each school and staffing arrangements.

APPENDIX C – ROUTINE PROCUREMENTS

The below table sets out some examples of the types of goods and services that may be considered Routine. This is included as a reference guide only and whether or not a procurement is Routine shall be determined on a case by case basis by the Head of Procurement in accordance with Rule 8.13.

Example of Routine Procurement	Approval Required
Software licences for existing software	Head of Procurement
ICT hardware, software and / or services to maintain the security, integrity and statutory function of core or business systems	Head of Procurement
Utilities and such services	Head of Procurement
Statutory subscription items such a TV licences	Head of Procurement
Stationery, postal services, staff travel, and other comparable business administration contracts	Head of Procurement
General financial services (banking, merchant processing or other comparable services) excluding audit	Head of Procurement



Meeting:	Full Council
Meeting date:	23/11/2023
Report of:	Bryn Roberts, Director of Governance
Portfolio of:	Cllr Claire Douglas, Leader of the Council

Decision Report: Appointment of an Independent Member for Audit and Governance Committee and an Independent Person for Joint Standards Committee

Subject of Report

1. This report seeks Council's approval for the appointment of an Independent Member for Audit and Governance Committee and an Independent Person for Joint Standards Committee.
2. (i) The Chartered Institute of Public Finance and Accountancy (CIPFA) recommends that "each authority audit committee should include at least two co-opted independent members" to ensure that the committee has the necessary expertise to carry out their role effectively.
(ii) The Council has a statutory duty under the Localism Act 2011 (S28 (7)) to appoint at least one Independent Person to advise on councillor code of conduct matters

Benefits and Challenges

3. The appointment of an additional Independent Member will support and strengthen the work of the Audit and Governance Committee. The appointment of an additional Independent Person will increase capacity within the code of conduct complaint process.

Policy Basis for Decision

4. The Audit and Governance Committee was established further to the Local Government Act 1972 (Ss 101 and 102)

and the Accounts and Audit Regulations 2003 (S4) and its purpose includes the provision of assurance to members and the public about the governance, financial reporting and performance of the council. The appointment of Independent Members assists and promotes good governance and scrutiny of the committee. Section 102(3) of the Local Government Act 1972 allows a council to include persons who are not members of the authority to sit as members of a committee. Section 104 of the Act sets out disqualifications from membership, which is the same as those for being elected or being a member of a local authority. These requirements were reflected in the recruitment pack.

5. The Localism Act 2011 sets out the requirements in relation to Local Government Standards and it requires the appointment by the authority of at least one Independent Person. The functions of the Independent Person in relation to Standards are:
 - They must be consulted by the authority and their views taken into account before it makes a finding as to whether a member has failed to comply with the Code of Conduct or decides on action to be taken in respect to that member.
 - They may be consulted by the authority in respect of a Standards complaint at any other stage; and
 - They may be consulted by a member or co-opted member of the Council or a parish council against whom the complaint has been made.
 - The role of the Independent Person was widened under the Local Authority's (Standing Orders) England (Amendment) Regulations 2015. In the case of proposed disciplinary action against a statutory officer, the Council is required to invite the Independent Persons who have been appointed for the purposes of the Members Code of Conduct regime to form an independent panel and take into account any recommendation of that panel before taking a decision to discipline or dismiss.

Financial Strategy Implications

6. Neither role is remunerated, however, reasonable travel and subsistence expenses are payable in accordance with the Council's adopted schemes.

Recommendation and Reasons

7. Council is recommended to approve the following appointments:
 1. Myles Binney as an Independent Member of the Audit and Governance Committee
 2. Roseleen Mazza as an Independent Person of the Joint Standards Committee

Background

8. The authority currently has one Independent Member of Audit and Governance and one Independent Person for Joint Standards. A recruitment process was undertaken during September and October 2023 to seek to recruit an additional member for each committee with adverts for both roles placed on the Council's job pages on its website. Recruitment Packs are shown at Annex A (Independent Member) and Annex B (Independent Person). A number of applications were received by the deadline and interviews were held on 2 November 2023.
9. The interview panel comprised the Head of Legal Services and the Head of Democratic Governance. Applicants were asked a series of questions designed to demonstrate their experience and expertise for the role that they had applied for as well as to prove that they met the requirement for independence and other essential qualifications. The questions are set out in Annex C.
10. The preferred candidate for the role of Independent Member of Audit and Governance Committee is a Chartered Internal Auditor with extensive civil service experience in financial management and governance and a keen interest in the work of local government.
11. The preferred candidate for the role of Independent Person for Joint Standards Committee is a retired headteacher who has extensive experience of managing conflict, using analytical skills and judgement and handling sensitive and confidential matters.
12. Both preferred candidates are residents of the City of York.

Options Analysis and Evidential Basis

13. Council could choose to resolve not to approve either or both appointment and could request officers to readvertise the roles to seek additional applications. However, the interview process was robust and both provisional appointees were judged to have the necessary skills, expertise and independence to carry out the respective roles.

Organisational Impact and Implications

- **Financial:** No significant implications as the roles are not remunerated
- **Human Resources:** The HR recruitment team advised on and assisted with the recruitment process.
- **Legal:** The Head of Legal Services was a key part of the recruitment process and involved at all stages

Risks and Mitigations

14. There are no known risks associated with the recommendations. The risk to the authority is if the roles are not appointed to, thereby potentially weakening the Audit and Governance Committee and the Standards process.

Wards Impacted

15. All wards

Contact details

For further information please contact the author of the report.

Author

Name:	Lindsay Tomlinson
Job Title:	Head of Democratic Governance
Service Area:	Democratic Governance
Telephone:	07591 337143
Report approved:	Yes
Date:	14/11/2023

Background papers

CIPFA guidance 2022: [CIPFA-Audit-Committee-Position-Statement-2022 \(1\).pdf](#)

Localism Act 2011S28: [Localism Act 2011 \(legislation.gov.uk\)](#)

Local Government Act 1972: [Local Government Act 1972 \(legislation.gov.uk\)](#)

The Accounts and Audit Regulations 2003: [The Accounts and Audit Regulations 2003 \(legislation.gov.uk\)](#)

Annexes

Annex A Recruitment Pack, Independent Member for Audit and Governance

Annex B Recruitment Pack, Job role Independent Person for Independent Person

Annex C IM and IP recruitment process, Interview Questions

This page is intentionally left blank

City of York Council**Independent Member Recruitment Information Pack****2023****Appointment of an Independent Audit and Governance Committee Member****Background Information**

City of York Council is keen to implement continuous improvement in the areas of corporate governance and robust financial management. The Audit and Governance Committee provides an independent and high-level focus on the audit, assurance and reporting arrangements that underpin good governance and financial standards.

An independent review of arrangements in place to support the transparency and quality of local authority financial reporting and external audit was conducted and recommendations published in 2020. One such recommendation made concerned local authority audit committees to appoint at least one suitably qualified independent member.

Functions

The Independent Member plays a key role in scrutinising the authority's statement of accounts for its approval. The Committee is also responsible for reviewing the Council's corporate governance arrangements and overseeing the financial reporting process.

The successful applicant must be able to demonstrate the desire to serve the local community and uphold local democracy and be able to receive reports and presentations from key partners, including the Council's internal auditors and external auditors.

The Committee provides independent assurance of the adequacy of the risk management framework and associated control environment and independent scrutiny of the authority's financial and other performance to the extent that it reflects on exposure to risk or weakens the control environment.

Eligibility for Appointment

A person cannot be appointed as an Independent Member if they are or were within a period of five years prior to the appointment:

- (a) A member, or co-opted member or officer of City of York Council,

- (b) A member, or co-opted member or officer of a Town or Parish Council within the area of City of York Council,

or, if they have a relative or close friend of a person in (a) or (b) above – see below.

A relative is defined as:

- (a) The applicant's spouse or civil partner;
- (b) Any person with whom the applicant is living as if they were spouse or civil partners;
- (c) The applicant's grandparent;
- (d) Any person who is a lineal descendent of the applicant's grandparent;
- (e) A parent, brother, sister or child of anyone in paragraphs (a) or (b);
- (f) The spouse or civil partner of anyone within paragraphs (c), (d) or (e);
or
- (g) Any person living with a person within paragraphs (c), (d) or (e) as if they were spouse or civil partner to that person.

There are also restrictions on appointment for persons who have been convicted of any criminal offence, or is an undischarged bankrupt and there are also requirements that the Member has not significant business dealings with the Council or any formal connection with any political group.

Financial management experience is an essential requirement for this role.

Information about the Role

The Independent Member will need to be contactable during normal working hours by telephone or by email and will need to be available to attend Meetings which may be held in the daytime or evening, sometimes at relatively short notice.

The Committee meets approximately five to seven times each year and the Independent Member will be required to attend these meetings.

This is not a job vacancy and should you be appointed as an Independent Member you will not be an employee of the Council. This role does not attract any financial recompense, other than reimbursement of necessary travel expenses.

The term of office will be for a fixed term for 12 months on appointment and will be subject to the Independent Member maintaining high standards of personal conduct. The Council may terminate an appointment at any time.

Completion and Submission of Application Form

The selection criteria for the role is set out in the role description. Please ensure that you carefully demonstrate in your application form how you meet the criteria, as this will be used to assist in the short-listing process.

Applications will be assessed by reference to your completed application form and, if shortlisted, by interview. Shortlisted applicants will be invited to attend for interview. The successful applicant will receive specific training to enable them to undertake the role effectively.

Applications must be received by midnight on 23 October 2023

Interviews will be held on 2 November 2023

ROLE SPECIFICATION**Duties**

1. To assist the Audit and Governance Committee with scrutinising the authority's statement of accounts for its approval.
2. To review the Council's corporate governance arrangements.
3. To have a desire to serve the local community and uphold local democracy.
4. To receive reports and presentations from the Council's internal audit manager, considering the main issues identified and monitoring management action in response.
5. To receive and consider the external auditor's opinion and reports and to monitor management action in response to any issues raised.
6. To consider the effectiveness and adequacy of the authority's risk management arrangements, the control environment and associated anti-fraud and anti-corruption arrangements.
7. To consider the adequacy of the action being taken on risk related issues identified by auditors and inspectors.
8. To ensure effective scrutiny of the Council's Treasury Management Strategy and policies.

Essential Requirements

1. Experience of working in a medium/large organisation at a senior level or other experience which would give similar benefits.
2. Financial Management experience (accountancy, audit or management of a large budget).
3. An ability to understand complex issues and the importance of accountability and probity in public life.

4. An ability to analyse and question written and verbal reports on audit and risk management activities.
5. An ability to demonstrate integrity and discretion.
6. Effective interpersonal skills.
7. Be able to maintain strictest confidentiality of sensitive information.

Desirable Requirements

1. To have a knowledge and/or experience of Local Government or other public service and/or of large complex organisations and awareness of and sensitivity to the political process.
2. To have an understanding of the objectives and key activities of the Council and current major initiatives and significant issues for the Council.
3. To have an understanding of the Council's structures and responsibilities, including key relationships with partners, businesses and organisations.
4. To have an understanding of the organisation's culture.
5. To have an understanding of any relevant legislation or other rules governing the organisation.
6. To have an understanding of corporate governance arrangements in place across the Council.
7. To have an understanding of risk management

The Independent Member will need to be contactable at all times during normal working hours by telephone or by email and will need to be available to attend Committee meetings which may be held in the day time or evening, sometimes at relatively short notice.

You should demonstrate in your application how you meet the above criteria as this will assist the short-listing process.

Means of assessment will be by application form and by interview.

Eligibility for Appointment

An Independent Member must have local connections and live within the City of York Council area or carry out the main part of their work in the City.

An Independent Member must agree to abide by the provisions of the Council's Standing Orders and Members Code of Conduct whilst serving on the Committee.



City of York Council

Independent Person Recruitment Information Pack

2023

Appointment of Independent Person – Background Information

Independent Persons

City of York Council is required by law to appoint at least one Independent Person to help promote and maintain high standards of conduct. The main part of the role is to assist with complaints about the behavior of elected and co-opted members of City of York Council and members of the Town and Parish Councils within the City.

City of York Council has 1 Independent Person currently in post and a vacancy arisen due to the resignation of the second Independent Person. The Council is also looking to create a pool of up to 4 Independent Persons to provide additional resilience within the Joint Standards Committee.

Code of Conduct

Every Local Authority in England is required to adopt a code of conduct to regulate the behavior of its own councilors. The current code of conduct (which is under review) can be found on the Council's website (see link below) and a copy is attached to this information pack.

<https://democracy.york.gov.uk/documents/s155872/Member%20Code%20of%20Conduct%202021.pdf>

Each Town and Parish Council in York has their own code of conduct, which can be found on the specific Town or Parish Council's website.

Complaints Procedure

City of York Council is required by law to have arrangements in place to deal with complaints against its own members and those councilors in Parish and Town Councils in the City. The complaints procedure for all complaints in York is attached to this information pack.

The Independent Persons deal with complaints on a case by case basis as notified by the Monitoring Officer. To assist applicants, the following documents are attached:

- The City of York Council Code of Conduct;
- Complaints Procedure;
- Independent Person Role Specification;

ANNEX B

- Independent Person Protocol;
- Application Form.

Eligibility for Appointment

A person cannot be appointed as an Independent Person if they are or were within a period of five years prior to the appointment:

- (a) A member, or co-opted member or officer of City of York Council,
- (b) A member, or co-opted member or officer of a Town or Parish Council within the area of City of York Council,

or, if they have a relative or close friend of a person in (a) or (b) above – see below.

A relative is defined as:

- (a) The applicant's spouse or civil partner;
- (b) Any person with whom the applicant is living as if they were spouse or civil partners;
- (c) The applicant's grandparent;
- (d) Any person who is a lineal descendent of the applicant's grandparent;
- (e) A parent, brother, sister or child of anyone in paragraphs (a) or (b);
- (f) The spouse or civil partner of anyone within paragraphs (c), (d) or (e);
or
- (g) Any person living with a person within paragraphs (c), (d) or (e) as if they were spouse or civil partner to that person.

Information about the Role

The Independent Person will need to be contactable during normal working hours by telephone or by email and will need to be available to attend hearings which may be held in the day time and at relatively short notice.

The Independent Person will be invited to attend any meeting of the Joint Standards Committee which is considering an allegation of a breach of the code of conduct. As well as dealing with complaints, the Committee meets approximately five times each year to undertake its general role of supporting the achievement of high ethical standards. The Committee usually invites the Independent Persons to attend those meetings. Such attendance may be virtual.

This is not a job vacancy and should you be appointed as an Independent Person you will not be an employee of the Council. This role does not attract any financial recompense, other than reimbursement of necessary travel expenses.

The term of office will be for a fixed term as notified to the Independent Person on appointment and will be subject to the Independent Person maintaining high standards of personal conduct. The Council may terminate an appointment at any time.

Completion and Submission of Application Form

The selection criteria for the role is set out in the role description. Please ensure that you carefully demonstrate in your application form how you meet the criteria, as this will be used to assist in the short-listing process.

Applications will be assessed by reference to your completed application form and, if shortlisted, by interview. Shortlisted applicants will be invited to attend for interview. The successful applicant will receive specific training to enable them to undertake the role effectively.

Applications must be received by midnight on 23 October 2023

Interviews will be held on 2 November 2023

ROLE SPECIFICATION

Duties

The independent person (IP) will:

1. Support the Council, and in particular the monitoring officer (MO) and Joint Standards Committee (JSC), in promoting and maintaining high standards
2. Work with the MO and JSC to identify any areas of concern with regard to standards or wider governance issues and to identify any specific training needs which may arise
3. Report to the Full Council periodically on the work of the IP and how the Council is promoting and maintaining high standards
4. Give its views to the Council as required under the Council Constitution on complaints that the Code of Conduct may have been breached

Essential Requirements

1. To demonstrate a keen interest in promoting high ethical standards in local government, and to have a general understanding of the principles behind the members' Code of Conduct.
2. To have good communication and interpersonal skills, and to be able to operate with tact and diplomacy.
3. To have a desire to serve the local community and uphold local democracy.
4. To be able to demonstrate an understanding of the standards of accountability and objectivity demanded of public authorities, and the continuous scrutiny under which they are placed.
5. To have an awareness of the importance of ethical behaviours.
6. To be able to use logical reasoning and bring qualities of open-mindedness and impartiality.

ANNEX B

7. To have sound decision making skills.
8. To be able to deal with substantial documentation and to analyse, interpret and absorb information and evidence effectively and quickly.
9. To understand and comply with confidentiality requirements.
10. To be a person of good standing in whose impartiality and integrity elected members and the general public can have confidence.
11. To be able to attend meetings and be available for telephone or email consultation, sometimes at short notice.
12. Not to be a member of any political party or have a public profile in relation to political activities.
13. To be willing to disclose to the Council any matter which, if it became public, might cause the Council to reconsider the appointment.

Desirable Requirements

1. To have a knowledge and/or experience of Local Government or other public service and/or of large complex organisations and awareness of and sensitivity to the political process.
2. To have knowledge and/or understanding of judicial/quasi-judicial or complaints processes.

The Independent Person will need to be contactable during normal working hours by telephone or by email and will need to be available to attend Committee meetings or hearings which may be held in the daytime and at relatively short notice.

You should demonstrate in your application how you meet the above criteria as this will assist the short-listing process.

Means of assessment will be by application form and by interview.

Eligibility for Appointment

Does this need amending to be the same as the A&G role?

Independent Member A&G / Independent Person JSC: Interview Questions
2 November 2023

Interview Panel: F Harrison, L Tomlinson

1. What made you decide to apply for this position, what motivated you to want to get involved in the work of the (A&G/Jt Standards) committee?
2. What experience and skills do you think you're able to bring to the role?
3. What is your approach when assessing a position of conflict? (**JSC role only**)
4. What are your thoughts about social media, and if you have any SM accounts is there anything online which may bring into question your ability to act independently?
5. You may be subject to public criticism in this role - is this something you have experienced in a previous role and would you be comfortable with it?
6. What would you do if you were approached by a Councillor (city or parish) who may wish to seek your private views? (**JSC role only**)
- 7.
8. Please can you tell us your understanding of what good governance looks like? (**A& G role only**)
9. Can you just confirm please that you are willing to attend training sessions and able to attend meetings during the day and evening? Some meetings may be conducted via Teams/Zoom etc – are you comfortable with that?
10. Candidate to ask any questions of Panel

This page is intentionally left blank

**Appointments and Changes to Membership of Committees,
Working Groups and Outside Bodies 2023-24**

To note and confirm the following:

Committees

Corporate Appeals Panel

To appoint Cllr Fenton as the Liberal Democrat substitute

Outside Bodies

Ainsty 2008 Internal Drainage Board (IDB)

Councillor Hook to be removed from the Board.

North Yorkshire Pension Fund - Local Pension Board

To appoint Cllr Rowley (BEM) to fill the vacancy.

Foss 2008 Internal Drainage Board (IDB)

To appoint Jonathan Dent on the Board as a Community Representative.

This page is intentionally left blank