



AGENDA PAPERS FOR EXECUTIVE MEETING

Date: Monday, 22 March 2021

Time: 6.30 p.m.

Place: Virtual meeting

PLEASE NOTE: A link to the virtual meeting can be found below:
<https://www.youtube.com/channel/UCjwblOW5x0NSe38sqFU8bKq>

A G E N D A

PART I

Pages

1. ATTENDANCES

To note attendances, including officers, and any apologies for absence.

2. QUESTIONS FROM MEMBERS OF THE PUBLIC

A maximum of 15 minutes will be allocated to public questions submitted in writing to Democratic Services (democratic.services@trafford.gov.uk) by 4 p.m. on the working day prior to the meeting. Questions must be relevant to items appearing on the agenda and will be submitted in the order in which they were received.

3. DECLARATIONS OF INTEREST

Members to give notice of any interest and the nature of that interest relating to any item on the agenda in accordance with the adopted Code of Conduct.

4. MINUTES

1 - 8

To receive and, if so determined, to approve as a correct record the Minutes of the following meetings:

- Executive 22/2/21

5. **MATTERS FROM COUNCIL OR OVERVIEW AND SCRUTINY COMMITTEES (IF ANY)**
- To consider any matters referred by the Council or by the Overview and Scrutiny Committees.
6. **PLACES FOR EVERYONE: A PROPOSED JOINT DEVELOPMENT PLAN DOCUMENT OF NINE GM LOCAL AUTHORITIES** 9 - 24
- To consider a report of the Executive Member for Housing and Regeneration.
7. **PROCUREMENT OF GAS AND WATER SUPPLIES** 25 - 30
- To consider a report of the Executive Member for Housing and Regeneration.
8. **CROSSFORD BRIDGE: FIELDS IN TRUST DEDICATION** 31 - 36
- To consider a report of the Executive Member for Housing and Regeneration.
9. **AMALGAMATION OF STAMFORD PARK INFANT AND JUNIOR SCHOOLS (THROUGH THE PROPOSAL TO CLOSE STAMFORD PARK INFANT SCHOOL AND SIMULTANEOUSLY EXPAND THE AGE RANGE OF STAMFORD PARK JUNIOR SCHOOL)** 37 - 58
- To consider a report of the Executive Member for Children's Services.
10. **SECTION 75 PARTNERSHIP AGREEMENT - MENTAL HEALTH** 59 - 108
- To consider a report of the Executive Member for Adult Social Care.
11. **BUDGET MONITORING 2020/21 - PERIOD 10 (APRIL 2020 TO JANUARY 2021)** 109 - 142
- To consider a report of the Executive Member for Finance and Governance and the Corporate Director, Finance and Systems.
12. **URGENT BUSINESS (IF ANY)**
- Any other item or items which by reason of:-
- (a) Regulation 11 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, the Chairman of the meeting, with the agreement of the relevant Overview and Scrutiny Committee Chairman, is of the opinion should be considered at this meeting as a matter of urgency as it relates to a key decision; or
 - (b) special circumstances (to be specified) the Chairman of the meeting is of the opinion should be considered at this meeting as a matter of urgency.

13. EXCLUSION RESOLUTION (IF REQUIRED)

Motion (Which may be amended as Members think fit):

That the public be excluded from this meeting during consideration of the remaining items on the agenda, because of the likelihood of disclosure of “exempt information” which falls within one or more descriptive category or categories of the Local Government Act 1972, Schedule 12A, as amended by The Local Government (Access to Information) (Variation) Order 2006, and specified on the agenda item or report relating to each such item respectively.

SARA TODD
Chief Executive

COUNCILLOR ANDREW WESTERN
Leader of the Council

Membership of the Committee

Councillors A. Western (Chair), C. Hynes (Deputy Leader), S. Adshead, M. Freeman, J. Harding, E. Patel, T. Ross, J. Slater, G. Whitham and J.A. Wright.

Further Information

For help, advice and information about this meeting please contact:

Jo Maloney, Governance Officer
Email: joseph.maloney@trafford.gov.uk

This agenda was issued on Friday 12th March 2021 by the Legal and Democratic Services Section, Trafford Council, Trafford Town Hall, Talbot Road, Stretford M32 0TH.

1.

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EXECUTIVE – VIRTUAL MEETING

22 FEBRUARY 2021

EXECUTIVE MEMBERS PARTICIPATING

Leader of the Council (Councillor A. Western)(in the Chair),
Executive Member for Children's Services (Councillor C. Hynes),
Executive Member for Adult Social Care (Councillor J. Harding),
Executive Member for Communities and Partnerships (Councillor G. Whitham),
Executive Member for Covid-19 Recovery and Reform (Councillor M. Freeman),
Executive Member for Culture and Leisure (Councillor E. Patel),
Executive Member for Environmental and Regulatory Services (Councillor S. Adshead),
Executive Member for Finance and Governance (Councillor T. Ross),
Executive Member for Health, Wellbeing and Equalities (Councillor J. Slater),
Executive Member for Housing and Regeneration (Councillor J. Wright).

Also virtually participating: Councillors Acton, Barclay, Blackburn, Boyes, Brotherton, Butt, Carter, Coggins, Evans, Jerrome, Lamb, Lloyd, Morgan, Myers, Newgrosh, Thompson (part only), D. Western (part only) and Young.

Officers virtually in attendance:

Chief Executive (Ms. S. Todd),
Corporate Director, Place (Mr. R. Roe),
Corporate Director, Finance and Systems (Ms. N. Bishop),
Corporate Director, People (Ms. S. Saleh),
Corporate Director, Adult Services (Ms. D. Eaton),
Corporate Director, Children's Services (Ms. J. McGregor),
Director of Finance (Mr. G. Bentley),
Head of Governance (Ms. D. Sykes),
Governance Officer (Mr. J.M.J. Maloney).

36. QUESTIONS FROM MEMBERS OF THE PUBLIC

It was noted that no questions had been received for consideration at the current meeting.

37. DECLARATIONS OF INTEREST

No declarations were made by Executive Members.

38. MATTERS FROM COUNCIL OR OVERVIEW AND SCRUTINY COMMITTEES (IF ANY)

It was noted that there were no issues to be reported to the current meeting.

39. ALL AGE TRAVEL ASSISTANCE POLICY 2021/22

The Deputy Leader of the Council and Executive Member for Children's Services submitted a report which set out the consultation approach taken and proposed that the revised All Age Travel Assistance Policy for 2021/22 be implemented.

RESOLVED -

- (1) That the report be noted, including the methodology and approach used for the consultation process, the feedback received and the equality impact assessment.
- (2) That the revised policy be approved for implementation with effect from 1 June 2021 for travel in the academic year 2021/22.

40. FAIR PRICE FOR CARE

The Executive Member for Adult Social Care submitted two related reports in relation to the proposed fair Price for Care 2021/22, as set out in the following Minutes. In introducing the report the Executive Member expressed recognition of the efforts of the care sector in dealing with the effects of the Covid-19 pandemic.

41. FAIR PRICE FOR CARE FOR OLDER PEOPLES' RESIDENTIAL AND NURSING HOMES 2021-2022 : CONSULTATION UPDATE

The Executive Member for Adult Social Care submitted a report which proposed a Fair Price for Care, in the light of consultation outcomes and the undertaking of a full Equalities Impact Assessment.

RESOLVED -

- (1) That the outcome of the consultation be considered and noted.
- (2) That the response to the consultation be considered and noted.
- (3) That the EIA be considered and noted.
- (4) That the following bed rates be approved for 2021/2:

1. New bed rates from 1st April 2021.

- **£571.76** for all residential beds
- **£639.15** for all nursing beds

Executive (22.2.21)

2. An inflationary uplift of **2.1%** for all other existing beds, including block purchased beds.

- (5) That it be confirmed that, in approving the above, the Executive has taken into consideration the Council's Public Sector Equality duty.

42. FAIR PRICE FOR CARE - HOMECARE 2021 - 2022 : CONSULTATION UPDATE

The Executive Member for Adult Social Care submitted a report which proposed a Fair Price for Care, in the light of consultation outcomes and the undertaking of a full Equalities Impact Assessment.

RESOLVED -

- (1) That the outcome of the consultation be noted.
- (2) That the response to the consultation be noted.
- (3) That the outcome of the Equality Impact Assessment be noted.
- (4) That an inflationary uplift be approved of 2.50% to the hourly rate for standard homecare which will be an increase from £15.99 per hour to £16.39 per hour for 2021/21.
- (5.) That an additional £0.91 per hour be approved to framework homecare providers which reflects the transformation work to reach an hourly rate of £17.30. This does not include non-framework providers, supported living providers or direct payment packages.
- (6.) That it be confirmed that in approving the above, the Executive has taken into consideration the Council's Public Sector Equality Duty.

43. PROGRESS REVIEW: RECOVERY UPDATE SINCE OCTOBER 2020

The Executive Member for COVID-19 Recovery and Reform submitted a report which provided a current update on Trafford Recovery Programme activity, across a range of activities undertaken by the Council and its partners. In discussion, Members drew attention to implementation issues on cycle lane schemes and other projects undertaken by the Council's delivery partner; and to the possibility of rationalisation of the Council's estate in response to changing working patterns prompted by the pandemic. It was noted that significant recovery challenges remained; and noted that a further update report would be brought to the Executive later in the year.

RESOLVED - That the content of the report, in particular the Recovery Programme progress to date, be noted.

44. TRAFFORD INCLUSIVE ECONOMY RECOVERY PLAN AND TRANSITION PREPAREDNESS UPDATE

The Executive Member for Covid-19 Recovery and Reform submitted a report which presented details of, and sought approval for, the Trafford Inclusive Economy Recovery Plan, which had been prepared to identify the specific actions required to ensure effective economic recovery and the delivery of a more inclusive economy in Trafford, and contributed to the wider Covid-19 recovery plan. In discussion Members raised questions regarding the interface with specific locality place plans; and it was noted that it was intended to hold further specific consultations on these in summer 2021, noting detailed timing issues raised by Members.

RESOLVED -

- (1) That the Trafford Inclusive Economy Recovery Plan be approved.
- (2) That the Transition Preparedness Plan Update be noted.

45. CORPORATE OPERATIONAL ESTATE STRATEGY

The Executive Member for Housing and Regeneration submitted a report presenting for consideration and adoption the Corporate Operational Estate Strategy, which set out a strategic purpose to the management of the Council's buildings from which public sector services are delivered, forming the operational estate. The strategy set out a vision, key principles and core objectives that will result in the improved strategic management of the buildings needed to deliver public sector services. In discussion, the distinction was noted between the operational estate and the Council's wider property holdings; and it was agreed that a further response would be made outside the meeting to a Member's query on the scale of the impact of efficiencies on the Council's wider estate. It was also noted that the measures proposed would have an impact on broader carbon emissions targets.

RESOLVED - That the Corporate Operational Estate Strategy be adopted by the Council.

46. GREATER MANCHESTER CLEAN AIR PLAN UPDATE AND CONSULTATION REVIEW

The Leader of the Council submitted a report which set out the progress made on the development of Greater Manchester's Clean Air Plan (GM CAP) following a public consultation on proposals relating to the link to taxi and private hire common minimum licensing standards (MLS). Both GM CAP and MLS consultation responses were being analysed and reported on by an independent research agency. GM authorities would fully consider all of the information and evidence gathered, to understand the consequences COVID-19 had had on vehicle owners and trades which will be directly affected by the GM CAP and MLS. The report and appendices also set out the work TfGM was undertaking on behalf of the ten Greater Manchester Authorities in the preparatory implementation and contract arrangements required to deliver the Clean Air Zone (CAZ) and other GM CAP measures. It also set out the governance approach to both GM CAP and MLS, with the GM CAP final plan to be brought forward for decision makers as soon as was reasonably practicable and no later than summer 2021, and the outputs of the MLS to be reported alongside the GM CAP at the same time.

In discussion of the rationale for proceeding with the plan, the Leader made reference to the expressed expectations of the Government, and also to the expected levels of exceedance across Greater Manchester, with associated implications for public health. It was noted that further information would be available, once the consultation outcomes were known, on timescales for the scrappage scheme; and also that the question had been raised with ministers of the impact of the strategic road network on local emission levels.

RESOLVED -

1. That the progress of the Greater Manchester Clean Air Plan be noted.
2. That the next steps for the development of the Clean Air Plan and Minimum Licensing Standards, listed at Section 12 of the report, be noted.
3. That it be noted that the distribution of Bus Retrofit funding commenced in December 2020.
4. That it be noted that Government ministers have agreed to consider extending Greater Manchester's Clean Air Zone (CAZ) charges to the sections of the A628/A57 which form part of the Strategic Road Network, within the proposed CAZ boundary, subject to the outcomes of an assessment, which is expected to be completed by early 2021.
5. That it be noted that the GM Clean Air Plan is required to take action tackle nitrogen dioxide exceedances until compliance with the legal limits has been demonstrated and that the nearer term influence of COVID-19 on air quality is not expected to lead to sufficiently long term reductions in pollution such that the exceedances of the legal limits of nitrogen dioxide will not occur without implementing a Clean Air Zone.

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6. That it be noted that the GM CAP final plan will be brought forward for decision makers as soon as is reasonably practicable and no later than summer 2021.
 7. That it be noted that the outputs of the MLS will be reported alongside the GM CAP as soon as is reasonably practicable and no later than summer 2021.
 8. That the establishment be agreed of joint committees for the purposes as set out in the report at paragraph 9.5 with specific terms of reference, as set out in Appendix 6.
 9. That the Executive Member for Environmental and Regulatory Services be appointed to sit on both committees for purposes as set out in the report at paragraph 9.5 with specific terms of reference, as set out in Appendix 6.
 10. That it be agreed to enter into a collaboration agreement with the other 9 GM local authorities and GMCA/TfGM to clarify the rights, responsibilities and obligations of the authorities in relation to those contracts set out in Appendix 2 to the report that are required to maintain delivery momentum in line with JAQU funding agreements.
 11. That authority be delegated to the Corporate Director for Place, in consultation with the Corporate Director for Governance and Community Strategy, to agree the final form of the collaboration agreement.
 12. That authority be delegated to the Corporate Director for Place to approve the award of the contracts set out in Appendix 2 to the report (subject to government funding) that are required to implement a charging Clean Air Zone in Spring 2022 to ensure the achievement of Nitrogen Dioxide compliance in the shortest possible time and by 2024 at the latest as required by the Ministerial Direction.
 13. That authority be delegated to the Corporate Director for Governance and Community Strategy to enter into the agreement and contracts referred to in 11. and 12 on the terms set out in the report.

47. CORPORATE PLAN 2020/21 QUARTER 3

The Executive Member for COVID-19 Recovery and Reform submitted a report which provided a summary of performance against the Council's Corporate Plan, 2020/21, covering the period 1st October to 31st December 2020. In discussion it was noted that none of the indicators were subject to exception reports during the quarter, and that it was intended to review the priorities set out in the Plan during the coming year.

RESOLVED – That the content of the Corporate Plan Quarter 3 report be noted.

*Executive (22.2.21)***48. URGENT BUSINESS (IF ANY)****a) Retirement of Nikki Bishop, Corporate Director, Finance and Systems**

[Note: The Chair agreed to allow consideration of this item as Urgent Business in order for Members' thanks to be conveyed in a timely manner.]

The Leader of the Council noted that this would be the last meeting of the Executive attended by Nikki Bishop in her role as Corporate Director, Finance and Systems. He made reference to and reiterated the appreciation expressed by Members at the recent Council Meeting; and joined with other Members in conveying his thanks to Nikki Bishop for her effective and good-natured service to the Council, and best wishes for her future.

The meeting commenced at 6.30 p.m. and finished at 7.35 p.m.

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TRAFFORD COUNCIL

Report to: Executive
Date: 22 March 2021
Report for: Decision
Report of: Executive Member for Housing and Regeneration

Report Title

Places for Everyone: A Proposed Joint Development Plan Document of Nine GM Local Authorities

Summary

Following the withdrawal of Stockport Council from the production of the Greater Manchester Plan for Jobs, Homes and the Environment (known as the Greater Manchester Spatial Framework) the AGMA Executive Board considered the process for production of a Joint Development Plan Document (DPD) of the nine remaining Greater Manchester (GM) Local Authorities (LAs).

This report provides further details on the next steps in relation to progressing the Joint Plan of the nine GM LAs, to be known as “Places for Everyone”, including the required decisions by Trafford Council and other LAs to initiate this process.

Recommendation(s)

It is recommended that the Executive:

- (i) Agrees to Trafford establishing a Joint Committee of the nine Greater Manchester Councils together with Bolton, Bury, Manchester, Oldham, Rochdale, Salford, Tameside, and Wigan; and to delegate the formulation and preparation of the Joint Development Plan document to cover housing and employment land requirements including, as appropriate, strategic site allocations and Green Belt boundary amendments and associated infrastructure across the nine Greater Manchester LAs to that Committee.
- (ii) Agrees that the Leader of the Council be Trafford’s lead Member for the Joint Committee and that the Executive Member for Housing and Regeneration be the nominated deputy to attend and vote as necessary.
- (iii) Notes that a further report will be brought to Executive to approve the Joint Development Plan document for publication and consultation.
- (iv) Notes that a further report will be brought to Council to agree to submit the Joint Development Plan document for the purposes of submission to the Secretary of State for independent examination.

Contact person for access to background papers and further information:

Stephen James (Head of Strategic Growth) x 4330

Sarah Todd (Principal Transport Policy Officer) x 4494

Lesley Franklin (Senior Strategic Planning Officer) x 4770

Appendices

Appendix 1 – Democracy-Template - Greater Manchester Combined Authority
(greatermanchester-ca.gov.uk)

Background Papers: None

Relationship to Policy Framework/Corporate Priorities	'Places for Everyone' will provide the overall strategic planning context for Trafford, sitting alongside the Trafford Local Plan as part of the overall Development Plan for Trafford. The Development Plan will contribute to a number of the Council's Corporate Priorities, in particular Economic Growth and Development and Safe place to live - fighting crime
Relationship to GM Policy or Strategy Framework	'Places for Everyone' is being produced by the nine GM local authorities in partnership with the GMCA and will be one of the key strategic policy documents produced at the GM level.
Financial	None directly arising from this report, however 'Places for Everyone' will be produced jointly by the nine GM local authorities and the GMCA, costs associated with the preparation and ultimate adoption of the Plan will be shared between all parties. For Trafford, the costs of consultation, further evidence work required and the Examination in Public to secure adoption will be covered from the Reserves previously set aside for the GMSF.
Legal Implications	'Places for Everyone' will form part of the Trafford Development Plan and the proposed Joint Committee will be responsible for the preparation of the Joint DPD. There is a requirement for the Council to keep its Development Plan documents up to date. Applications for planning permission must be determined in accordance with the Development Plan, unless material considerations indicate otherwise. The next consultation stage on 'Places for Everyone' will be carried out in accordance with Regulation 19 of The Town and Country Planning (Local Planning) (England) Regulations 2012.
Equality/Diversity Implications	None arising directly out of this report, however the implications of 'Places for Everyone' will be

	assessed as part of its preparation through an Equality Impact Assessment.
Sustainability Implications	None arising directly out of this report, however 'Places for Everyone' will be supported by a Sustainability Appraisal (SA), which will assess the plan against a number of economic, social and environmental indicators to ensure that development will be sustainable.
Carbon Reduction	None arising directly out of this report, however 'Places for Everyone' will include policies that seek to reduce carbon.
Resource Implications e.g. Staffing / ICT / Assets	'Places for Everyone' is in part being produced by staff from within the Council's Strategic Growth Service. The documents will be available to view electronically via the web. A small part of the allocations are on land or property owned by the Council.
Risk Management Implications	'Places for Everyone' is a key strategic planning document that provides the context for the Trafford Local Plan. If it is not progressed it may impact on the scope and delivery of the Trafford Local Plan.
Health & Wellbeing Implications	None arising from this report, however 'Places for Everyone' will include a number of policies which will encourage more people to make healthier choices in life, including promoting cycling and walking. It will therefore contribute towards improving the health and wellbeing of Trafford's residents.
Health and Safety Implications	Not applicable

1.0 Background

- 1.1 Up until December 2020 a Joint Development Plan document of the ten Greater Manchester local authorities was being prepared, Greater Manchester's Plan for Jobs, Homes and the Environment (known as the "GMSF").
- 1.2 The decision at Stockport Council's meeting on 3 December to not submit the GMSF 2020 to the Planning Inspectorate following the consultation period; and the subsequent resolution at its Cabinet meeting on 4 December not to publish the GMSF 2020 for consultation, in effect signalled the end of the GMSF as a joint plan of the ten GM authorities.
- 1.3 Consequently at its meeting on the 11th December 2020, Members of the AGMA Executive Committee agreed in principle to the preparation of a joint DPD of the nine remaining authorities through a Joint Committee and asked officers to report back on the implications and process of producing this Joint DPD.
- 1.4 The AGMA Executive Committee on the 12th February 2021 (see Appendix 1) stated that the Joint Plan of the nine LAs will be called "Places for Everyone" and put forward the proposed process as set out in this report.

2.0 Rationale and scope of the Plan ‘Places for Everyone’

2.1 The rationale for the preparation of a Joint DPD for the nine remaining LAs remains. This includes being able to:

- Underpin Greater Manchester’s plan for recovery from Covid
- Support delivery of the Greater Manchester Strategy
- Provide a framework to manage growth in a sustainable and inclusive way, avoid un-planned development and development by appeal
- Align the delivery of development with infrastructure proposals
- Meet the requirement for each LA to have a Local Plan in place by December 2023.
- Meet the Duty to Co-operate in s33A Planning and Compulsory Purchase Act 2004

2.2 Discussions with the nine authorities indicate that there is continued opportunity to work collaboratively to produce a joint plan. Producing such a plan would enable the nine LAs to continue to:

- Progress the strategic policies in GMSF 2020 which commanded widespread support, for example net zero carbon development, affordable housing and space and accessibility standards for new housing
- Maximise the use of sustainable urban/brownfield land and limit the need for Green Belt to accommodate the development needs of the nine authorities
- Align with wider Greater Manchester strategies for transport and other infrastructure investment
- Utilise the evidence base already commissioned and completed, minimising the cost of producing further evidence
- Spread the cost jointly of the independent examination.

3.0 Process for producing the Joint Plan ‘Places for Everyone’

3.1 The GMSF was being prepared by the AGMA Executive Board on behalf of the ten GM LAs. However, it would not be appropriate for the preparation of a joint plan of only nine of the ten GM LAs to be delegated to this Board. Instead it is necessary to establish a new Joint Committee of the nine remaining LAs i.e. – Bury, Bolton, Manchester, Oldham, Rochdale, Salford, Tameside, Trafford and Wigan.

3.2 It is proposed for continuity purposes, that Council Leaders form the membership of the Committee, with the ability for a nominated deputy to attend as necessary. It will be the responsibility of the Joint Committee to agree its terms of reference and the operational arrangements, including appointing the chair and the voting arrangements.

3.3 The purpose of the Joint Committee will be to formulate and prepare the joint DPD. It is anticipated there will be minimal changes to the thematic and allocation policies from GMSF 2020 and therefore as the Joint DPD is considered to have substantially the same effect on the nine LAs as the GMSF 2020, the next stage would be publication (Regulation 19 stage).

- 3.4 The preparation of the joint DPD will be reflected in Trafford's Local Development Scheme (LDS), which identifies the timetable for the production of local development documents such as this one. Similarly, Trafford's Statement of Community Involvement (SCI) will make reference to the joint DPD of the nine LAs.

4.0 Interrelationship with Stockport and the joint DPD "Places for Everyone"

- 4.1 Whilst Stockport Council has withdrawn from the joint planning process of preparing the GMSF to prepare its own Local Plan, the Council remains one of the ten partners which make up GMCA and Trafford, alongside the other authorities are committed to continuing to work together to deliver a wide range of important strategies for example, the Local Industrial Strategy, the 5 Year Environment Plan and the 2040 Transport Strategy.
- 4.2 Under s33A Planning and Compulsory Purchase Act 2004, there is a formal Duty to Co-operate with neighbouring authorities. As part of the process of preparing the Joint DPD, Trafford and the other eight LAs will be required to enter into dialogue with Stockport on matters of strategic, cross boundary significance. The outcome of which will need to be set out in a "Statement of Common Ground". For example, this could include strategic matters such as the scale and distribution of housing and employment land and transport infrastructure.

5.0 Next steps and timescales

- 5.1 Subject to approval to establish a Joint Committee, from each of the nine LA's, 'Places for Everyone' will be produced as soon as possible.
- 5.2 As with the GMSF, the Trafford's Executive, alongside the other eight LA Cabinet / Executives, will be responsible for approving the Regulation 19 version of the Plan ahead of a period of public consultation for representations to be made. Again as with the GMSF, the nine full Councils will be responsible for approving the joint plan for submission to the Secretary of State for independent Examination and to formally approve its adoption.
- 5.3 The timetable for the stages leading to adoption of the 'Places for Everyone' DPD is still being finalised. This will form part of the subsequent reports to Executive/Council for further approvals as stated above.

6.0 Wider Corporate Links

- 6.1 The Joint Committee will be responsible for the preparation of 'Places for Everyone' and this Plan will be consistent with the Council's Corporate Plan and Corporate Objectives. The Plan will seek to deliver sustainable communities, provide new homes and employment space and enhanced green infrastructure. 'Places for Everyone' will set the strategic framework for the Local Plan and will link to the Housing Strategy and Carbon Neutral Action Plan.
- 6.2 At a GM level, 'Places for Everyone' will share the same vision as the GM Strategy and the policies in 'Places for Everyone' (as they were with GMSF 2020) are designed to support this vision.

7.0 Other options

- 7.1 'Places for Everyone' will ensure that development can come forward in a sustainable way giving developers, investors, communities and the Council certainty in decisions on planning matters. The Joint Committee will oversee the preparation of this Plan.
- 7.2 The only other option is for Trafford to not be part of the Joint Committee and therefore not part of the 'Places for Everyone' Plan. This would mean that strategic issues, such as housing and employment requirements, would form part of the Trafford Local Plan. This is likely to result in Trafford delivering a higher housing number and require the release of more Green Belt land which would be through Trafford's Local Plan. Also Trafford's Local Plan completed its initial Regulation 18 consultation on the 18th March 2021 would need to be substantially reviewed and amended which would adversely affect adoption timeframes.
- 7.3 'Places for Everyone' will also ensure that Trafford Council has an up to date Local Plan in place by the Government deadline of December 2023 as work on the Trafford Local Plan can progress once the strategic GM context has been set.

8.0 Consultation

- 8.1 The next consultation stage on 'Places for Everyone' will be carried out in accordance with Regulation 19 of The Town and Country Planning (Local Planning) (England) Regulations 2012 and in accordance with the Trafford Statement of Community Involvement.

9.0 Reasons for Recommendations

- 9.1 'Places for Everyone' enables a strategic approach to delivering growth and housing needs and it will also set the strategic framework for Trafford's Local Plan. The process for establishing the Joint Committee for the Joint DPD needs to be approved by each of the nine LAs in Greater Manchester to ensure that the Plan can be produced for subsequent Executive and Council approval and progress to examination and adoption.

Key Decision (as defined in the Constitution): Yes

If Key Decision, has 28-day notice been given? Yes

Finance Officer Clearance PC

Legal Officer Clearance TR

[CORPORATE] DIRECTOR'S SIGNATURE



To confirm that the Financial and Legal Implications have been considered and the Executive Member has cleared the report.

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AGMA Executive Board

Date: **12th February 2021**

Subject: Places for Everyone: A Proposed Joint Development Plan Document of Nine GM Districts

Report of: Paul Dennett, Portfolio Lead for Housing, Homelessness and Infrastructure
Steve Rumbelow Portfolio Lead Chief Executive for Housing, Homelessness and Infrastructure

1.0 PURPOSE OF REPORT

1.1 On 11 December 2020, following the withdrawal of Stockport Council from the production of the Greater Manchester Plan for Jobs, Homes & the Environment, the Greater Manchester Spatial Framework, the AGMA Executive Board agreed to consider producing a joint Development Plan Document (DPD) of the nine remaining Greater Manchester (GM) districts, and asked officers to report back on the implications of this.

1.2 This report provides further details on the next steps in relation to that joint plan of the nine GM districts, to be known as “Places for Everyone”, including the required decisions by individual Districts to initiate this process.

2.0 RECOMMENDATIONS:

The AGMA Executive Board is asked to note that:

2.1 Each full Council will be asked to:

1. Approve the making of an agreement with the other 8 Greater Manchester councils (Bolton, Bury, Manchester, Oldham, Rochdale, Salford, Tameside, Trafford, Wigan * delete as appropriate) to prepare a joint development plan document to cover strategic

policies including housing and employment land requirements and, as appropriate, strategic site allocations and Green Belt boundary amendments and associated infrastructure across the nine districts.

2. Agree the district lead Member for the joint committee and a nominated deputy to attend and vote as necessary
3. Note that the [Council's Executive / Cabinet] will be asked to delegate the formulation and preparation of the draft joint development plan document to a joint committee of the nine GM authorities
4. Note that a further report will be brought to full Council seeking approval to submit the joint development plan document to the Secretary of State for independent examination

2.2 Each Executive / cabinet/ leader/ the City Mayor (depending on each Council's own arrangements and in the event that the Councils have approved the above recommendations):

1. Note that full Council has approved the making of an agreement with the other 8 Greater Manchester councils [state] to prepare a joint development plan document to cover strategic policies including housing and employment land requirements and, as appropriate, strategic site allocations and Green Belt boundary amendments and associated infrastructure across the nine districts.
2. Delegate to the joint committee of the nine Greater Manchester councils the formulation and preparation of the joint development plan document to cover housing and employment land requirements including, as appropriate, strategic site allocations and Green Belt boundary amendments and associated infrastructure across the nine Greater Manchester districts insofar as such matters are executive functions.
3. Note that the following are the sole responsibility of full Council:
 - Responsibility for giving of instructions to the executive to reconsider the draft plan submitted by the executive for the authority's consideration.
 - The amendment of the draft joint development plan document submitted by the executive for the full Council's consideration
 - The approval of the joint development plan document for the purposes of submission to the Secretary of State for independent examination.

- The adoption of the joint development plan document.

3.0 CONTACT OFFICERS:

3.1 Steve Rumbelow, Chief Executive Portfolio Lead for Housing, Homelessness and Infrastructure (steve.rumbelow@rochdale.gov.uk)

Anne Morgan, Head of Planning Strategy, GMCA (anne.morgan@greatermanchester-ca.gov.uk)

Equalities Implications:

A Joint Development Plan Document is a statutory plan which seeks to contribute to the achievement of sustainable development, delivering economic, social and environmental benefits together in a mutually reinforcing way. It will be informed by an Integrated Appraisal which includes an Equalities assessment.

Climate Change Impact Assessment and Mitigation Measures –

A Joint Development Plan of the 9 will provide a planning policy framework to support Greater Manchester's ambition to be carbon neutral by 2038

Legal Considerations: As set out in the Report

Financial Consequences – Revenue:

The preparation of the joint Development Plan Document will generate a revenue cost for the 9 local authorities. A substantial evidence base was assembled to support the GMSF plan of the 10 local authorities which involved the commissioning of specialist and independent experts. Much of this evidence will remain relevant to this plan, and Stockport's Local Plan, however there will be further revenue costs associated producing the plan of the nine local authorities and with the examination process, including appointment of a Programme Officer and Assistant. A budget has

been identified to meet this cost from within the Retained Business Rates budget, spread over the two financial years 2020/21 and 2021/22.

Financial Consequences – Capital: n/a

There are no capital consequences identified

Number of attachments included in the report: None

Comments and/or recommendation from the relevant Overview & Scrutiny Committee: N/A

BACKGROUND PAPERS:

[Report to AGMA Executive Board 30 October 2020](#)

[Report to AGMA Executive Board 11 December 2020](#)

TRACKING/PROCESS		[All sections to be completed]	
Does this report relate to a major strategic decision, as set out in the GMCA Constitution		Yes / No	
EXEMPTION FROM CALL IN			
Are there any aspects in this report which means it should be considered to be exempt from call in by the relevant Scrutiny Committee on the grounds of urgency?		No	
TfGMC	Overview & Scrutiny Committee		
N/A	N/A		

4.0 BACKGROUND

- 4.1 Up until December 2020 a joint development plan document of the ten Greater Manchester local authorities was being prepared, Greater Manchester's Plan for Jobs, Homes & the Environment (known as the "GMSF"). However, the decision at Stockport Council's meeting on 3 December to not submit the GMSF 2020 following the consultation period and the subsequent resolution at its Cabinet meeting on 4 December not to publish the GMSF 2020 for consultation in effect signalled the end of the GMSF as a joint plan of the 10.
- 4.2 Consequently, at its meeting on the 11th December 2020, Members of the AGMA Executive Committee asked officers to report back on the implications and process of producing a joint DPD of the nine remaining Greater Manchester (GM) districts.

5.0 RATIONALE AND SCOPE OF THE PLAN PLACES FOR EVERYONE

- 5.1 Notwithstanding the decision of Stockport Council, the rationale for the preparation of a Joint DPD of the nine remaining districts remains. This includes being able to:
- Underpin Greater Manchester's plan for recovery from Covid
 - Support delivery of the Greater Manchester Strategy
 - Provide a framework to manage growth in a sustainable and inclusive way, avoid un-planned development and development by appeal
 - Align the delivery of development with infrastructure proposals
 - Meet the requirement for local authorities to have a local plan in place by December 2023.
 - Meet the Duty to Co-operate in s33A Planning and Compulsory Purchase Act 2004
- 5.2 Discussions with the nine authorities indicate that there is continued opportunity to work collaboratively to produce a joint plan of the nine, to be known as "Places for Everyone". Producing such a plan would enable those nine districts to continue to:
- progress the strategic policies in GMSF 2020 which commanded widespread support, for example net zero carbon development, affordable housing and space and accessibility standards for new housing
 - maximise the use of sustainable urban/brownfield land and limit the need for Green Belt to accommodate the development needs of the nine

- align with wider Greater Manchester strategies for transport and other infrastructure investment
- utilise the evidence base already commissioned and completed, minimising the cost of producing further evidence
- spread the cost jointly of the independent examination

6.0 PROCESS FOR PRODUCING THE JOINT PLAN PLACES FOR EVERYONE

- 6.1 The GMSF was being prepared by the AGMA Executive Board on behalf of the ten GM districts. However, it would not be appropriate for the preparation of a joint plan of only nine of the ten GM districts to be delegated to this Board. Instead it will be necessary to establish a new joint committee of the nine relevant districts – Bury, Bolton, Manchester, Oldham, Rochdale, Salford, Tameside, Trafford and Wigan. Each district will be requested to authorise the establishment of the new joint committee and delegate the preparation of the joint DPD to the new joint committee as outlined at the front of this report.
- 6.2 Membership of the joint committee is a matter for the individual districts to determine. However, it is suggested, for continuity purposes, that district Leaders form the membership of the committee, with the ability for a nominated deputy to attend as necessary. It will be the responsibility of the joint committee to agree its terms of reference and the operational arrangements, including the appointing of the chair and the voting arrangements.
- 6.3 The purpose of the Joint Committee will be to formulate and prepare the joint DPD. In the event that the draft joint DPD is considered to have substantially the same effect on the nine districts as the GMSF 2020, the next stage would be publication (Regulation 19 stage). As with the GMSF, each Cabinet/Executive will be responsible for approving the Regulation 19 version of the plan ahead of a period for representations to be made. Again as with the GMSF, the nine full Councils will be responsible for approving the joint plan for submission to the Secretary of State for independent Examination.
- 6.4 The preparation of the joint DPD will need to be reflected in each District's Local Development Scheme (LDS), which identifies the timetable for the production of local development documents such as this one. Similarly, district Statements of Community Involvement (SCI) will need to make reference to the joint DPD appropriately and

consultation that takes place in relation to the joint DPD of the nine will need to be in accordance with each district's SCI, as was the case with the GMSF. Districts will therefore need to consider what changes are needed to these documents as a result of the actions proposed at the front of this report and ensure that the necessary steps are taken.

- 6.5 The function of scrutiny in the production of the joint DPD will remain with the individual districts as the relevant decisions will rest with the districts, not AGMA or the GMCA.

7.0 INTERRELATIONSHIP WITH STOCKPORT AND THE JOINT DPD PLACES FOR EVERYONE

- 7.1 Whilst Stockport Council has withdrawn from the joint planning process of preparing the GMSF, to prepare its own local plan, the Council remains one of the 10 partners which make up GMCA and all are committed to continuing to work together to deliver a wide range of important strategies for example, the Local Industrial Strategy, the 5 Year Environment Plan and the 2040 Transport Strategy.

- 7.2 Under s33A Planning and Compulsory Purchase Act 2004, there is a formal Duty to Co-operate with neighbouring authorities. As part of the process of preparing the joint DPD, the nine districts will be required to enter into dialogue with Stockport on matters of strategic, cross boundary significance. The outcome of which will need to be set out in a "Statement of Common Ground". For example, this could include strategic matters such as the scale and distribution of housing and employment land and transport infrastructure. Where the scope of such matters dictate, such as conurbation wide issues, it may be appropriate for reports to be brought to this body for information and/or consideration.

8.0 NEXT STEPS

- 8.1 The process of establishing the joint committee will follow due process in the districts to enable a draft of the joint DPD Places for Everyone to be produced in a timely fashion, as set out in this report.

TRAFFORD COUNCIL

Report to: Executive
Date: 22/03/2021
Report for: Decision
Report of: Executive Member for Housing and Regeneration

Report Title

Procurement of Gas and Water supplies

Summary

The report seeks approval to enter into new contracts for the supply of gas and water following a procurement exercise undertaken by Yorkshire Purchasing Organisation (YPO) for both Gas and Water supplies for all of the Councils operational estate including Trafford Schools and Leisure Facilities.

Recommendation(s)

It is recommended that the Executive:

- Notes the content of the report.
- Approves the proposal to enter into a new contract with Corona Energy Limited for the supply of Gas for the period 1 April 2021 to 31 March 2023 using the Yorkshire Purchasing Organisation (YPO) framework
- Approves the proposal to enter into a new contract with Wave Water Business (National) Limited for the supply of Water as proposed in the report Delegate Authority to the Corporate Director for Place, in consultation with the Corporate Director for Governance and Community Strategy to agree the final terms and conditions of the contracts with Corona Energy Limited and Wave Business (National) Limited.

Contact person for access to background papers and further information:

Name: Russell Clarke
Mobile: 07999202696
Email: Russell.clarke@trafford.gov.uk

Background Papers: None

Implications:

Relationship to Policy Framework/Corporate Priorities	None
Relationship to GM Policy or Strategy Framework	The report contributes to the Operational Estate Strategy in that it will add to the operational efficiency of managing the estate.
Financial	The annual spend on Gas supplies is estimated at £1.2m and the annual spend on Water is around £330,000. It is considered that entering the new contracts with the new providers will deliver best value for both the Council and the Schools who will receive these services pursuant to the Council's contract and the proposed contract will minimise the risk of sudden fluctuation in market prices for these services.
Legal Implications:	Legal will review the contract terms and conditions prior to sign off.
Equality/Diversity Implications	None identified
Sustainability Implications	None Directly – Reputable framework with compliant suppliers appointed as part of the framework process.
Carbon Reduction	It is noted that gas isn't a sustainable long term option and that we are working on solutions to move to more sustainable energy sources, as well as reducing our overall energy consumption, in line with our carbon neutral action plan. One example is the reductions in energy usage from the Councils property Portfolio that will result from the Councils commitment to decarbonising the public estate.
Resource Implications e.g. Staffing / ICT / Assets	None
Risk Management Implications	None (Compliant procurement from framework).
Health & Wellbeing Implications	None
Health and Safety Implications	None

1.0 Background

YPO Framework

- 1.1 In looking at a new contract, a review was undertaken where we looked at a number of frameworks including:

For Gas

Yorkshire Purchasing Organisation (YPO) - Direct Award from Framework 1008
Crown Commercial Services (CCS) - Mini-Competition for aggregated call off or individual contracts

Lazer - Mini-Competition for aggregated call off or individual contracts

Manchester City Council (MCC) - not available for call off yet

Pagbo - not available for call off yet

For Water

Yorkshire Purchasing Organisation (YPO) - Direct Award from Framework 986
Eastern Shires Purchasing Organisation (ESPO)- 192

Crown Commercial Services (CCS) – Direct award from Framework RM3790

Trident Energy Cost Management Services – Mini Competition

Manchester City Council (MCC) - paused due to Covid-19

It was concluded that the YPO framework presented the best option in both cases, due to the fact that extensive market testing and pre qualifications had been undertaken with all Suppliers available in the current Market in order to make the appointments

1.2 Yorkshire Purchasing Organisation (YPO) provide a framework for gas and water which public sector organisations can call off their requirements (Water, Wastewater and Ancillary Services – 1008 and Gas - 986).

1.3 The frameworks provide good value for money as the framework provider has undertaken all of the detailed procurement processes and assessments to indicate the most economically advantageous tenderer. The YPO framework has bulk purchasing power to access rates not available to the wider market.

1.4 Usage of gas and water cannot be determined at the outset of the contract. However, on the basis of current gas and water prices and consumption levels, it is estimated that the annual value of the contracts over the contract period is in the order of.

- £2.4m (2 year contract based on current prices) for Gas.
- £962,500 (35 month contract based on current prices) for water.

1.5 Flexible purchasing contracts for the supply of Gas and Water on fixed rates enables purchases to be timed to avoid unusual market price spikes and also spreads the risk of price fluctuations. It does not guarantee that all energy is purchased at the lowest possible price available during a particular period but experience during the current energy contracts through YPO has shown that overall this approach has resulted in below market average prices being secured. Subject to market fluctuations, usage and management of waste, flexible purchasing contracts is a mechanism provides the best opportunity to generate savings.

2.0 Gas

2.1 Since the 1st April 2014 the Council has used the YPO Framework to contract with Corona Energy for the supply of Gas secured on a flexible rates contract. The current contract for the provision of Gas is now due to end on the 31st March 2021 and is up for renewal from the 1st of April 2021.

2.2 YPO has undertaken a procurement process that is compliant with the Public Contract Regulations and has awarded the contract to Corona Energy who are the

sole supplier of Gas on the new Framework and as such, contracts can be directly awarded to them.

- 2.3 It is proposed that the Council directly awards a contract to Corona Energy from the 1st April 2021. By opting to call off the YPO 986 Framework, this will secure the supply of Gas with no uplift in costs for the period of the proposed contract.
- 2.4 The proposal to enter into a two year agreement for gas supply from 1st April 2021 to 31st March 2023 with Corona Energy, allows the Council to co-terminate with the other STAR Authorities (Stockport, Tameside and Rochdale) and presents the opportunity to allow for a new collaborative process to be undertaken. This will give us the opportunity for further savings and efficiencies going forward.
- 2.5 In regards to future procurement planning, it is intended that a joint procurement exercise with the other STAR Authorities will commence in April 2022 to allow for sufficient time and resource to be allocated.
- 2.6 It should be noted that we acknowledge that gas isn't a sustainable long term option and that we are working on solutions to move to more sustainable energy sources, in line with our carbon neutral action plan.

3.0 Water

- 3.1 The Council currently contracts with Water Plus following a mini competition from the Crown Commercial Service Framework. The current contract for the provision of Water, Waste Water and Ancillary Services commenced on 1 April 2018. It can be terminated by Trafford Council giving 30 working days written notice. It is anticipated that the new contract with Wave Water Business (National) Limited will commence in May 2021, or as soon as reasonably practicable thereafter.
- 3.2 YPO has undertaken a procurement process that is compliant with the Public Contract Regulations and has awarded the contract to Wave Water Business (National) Limited who are the sole supplier of water supply, waste water and ancillary services on the new Framework and as such, contracts can be directly awarded to them.
- 3.3 Trafford Council now have the ability to terminate their current arrangements and access the new YPO framework. This approach will enable Trafford Council to co-terminate the contract for water supply arrangements, at the same time as the other STAR authorities (Rochdale, Tameside and Stockport), which will offer the ability to collaborate with the other Authorities when the renewing the contracts. This will give us the opportunity for further savings and efficiencies going forward.
- 3.4 In regards to future procurement planning, it is intended that a joint procurement exercise with the other STAR authorities will commence in April 2023 to allow for sufficient time and resource to be allocated.
- 3.5 The proposed water supplier is Wave Water Business (National) Limited. As the Frameworks contracted supplier we can fix our rates from the Framework for the period of the contract.

4.0 Other Options

- 4.1 The council could undertake its own procurement exercise rather than utilising the YPO framework. This would be lengthy process and there would be insufficient time to conclude this process before the 1st April 2021 and May 2021. There would also be no certainty that it would deliver better value for money when compared with the bulk purchasing power of YPO.
- 4.2 The Council could seek to enter into a fixed price contract rather than a flexible purchasing contract. Fixed price contracts carry greater price risk as the contract price for Gas and Water would be based on energy prices at the time that the contract was entered into and therefore reflective of prices at that particular point in time. Energy prices do fluctuate significantly, and use of a flexible contract minimises price risk and provides greater cost certainty overall.

Consultation

There are no consultation requirements in respect of this report.

Reasons for Recommendation

This will enable the council to secure the supply of Gas and Water services for 2 and 35 months respectively.

The current contracts have demonstrated that using a flexible purchasing agreement for Gas does offer value for money over the alternatives.

Urgency of Decision

Not applicable

Key Decision Yes

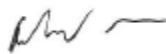
If Key Decision, has 28-day notice been given?

No – The Chair of the Scrutiny Committee has been notified and the relevant notice has been issued.

Finance Officer Clearance *(type in initials) PC*

Legal Officer Clearance *(type in initials) SL*

[CORPORATE] DIRECTOR'S SIGNATURE *(electronic)*



To confirm that the Financial and Legal Implications have been considered and the Executive Member has cleared the report.

TRAFFORD COUNCIL

Report to: Executive
Date: 22nd March 2021
Report for: Decision
Report of: Executive Member for Housing and Regeneration

Report Title

Crossford Bridge: Fields in Trust dedication

Summary

The report sets out the proposal, to protect Crossford Bridge in Sale via Fields in Trust, Deed of Dedication

Recommendation(s)

It is recommended that the Executive:

- (i) Approves in principle to the dedication of the of Crossford Bridge playing fields as a Field in Trust.
- (ii) Authorises the Corporate Director of Place to:
 - Undertake public consultation of the proposal to dedicate;
 - Review and consider the responses to the consultation; and
 - make the application to dedicate Crossford Bridge as a Fields in Trust.
- (iii) Authorises the Corporate Director of Governance and Community Strategy to enter into any document required to give effect to the recommendations of this report

Contact person for access to background papers and further information:

Name: Tom Haworth: Sport & Physical Activity Relationship Manager

Extension: 07702 674376

Background Papers: None

Implications:

Relationship to Policy Framework/Corporate Priorities	This work supports the Council's Corporate Plan priorities of Health and Wellbeing; Successful and Thriving Places and Green and Connected. It also supports the following key strategies:
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	<ul style="list-style-type: none"> • Health and Wellbeing Strategy • Trafford Moving: Trafford Sport & Physical Activity Strategy • Trafford Playing Pitch Strategy • Local Football Facilities Plan
Relationship to GM Policy or Strategy Framework	This work supports the aims of the GM Strategy, GM 5 Year Environment Plan, draft Places for Everyone, and GM Cultural Strategy relating to Natural Capital, Green Infrastructure, Climate Change and Public Health and Sport England's Playing Pitch Strategy
Financial	Crossford Bridge Management Association CBMA is currently responsible for maintenance and management and will continue to do so via this process. This is currently supported by an annual subsidy from the Council of £26,000.
Legal Implications:	Legal resource will be required from within the Council to complete the dedication. Once the land is dedicated there will be restrictions on what the Council can do with it as set out in the report.
Equality/Diversity Implications	None
Sustainability Implications	Not applicable
Carbon Reduction	Not applicable
Resource Implications e.g. Staffing / ICT / Assets	Legal resource will be required from within the Council to complete this dedication.
Risk Management Implications	None
Health & Wellbeing Implications	Access to greenspace leads to improved health and wellbeing of residents
Health and Safety Implications	None

1.0 Background

- 1.1 Crossford Bridge is 4.5 ha (11.1 acres) site in the Central locality of the Borough.
- 1.2 The site has been used as a multisport site for decades and is predominantly used for football and athletics and has been used for cricket.
- 1.3 Crossford Futures, a scheme backed by Sale Sharks submitted proposals to develop a community stadium on the site. These were withdrawn following a public consultation in November 2019
- 1.4 Crossford Bridge Management Association (CBMA) manages the sport facilities on site via a subsidised management agreement which has been in place since 2002. The CBMA consists of the following community sports clubs,
 - Sale United FC (*has been using the site since 1975*)
 - Old Altrinchamians (*has been using the site since 1977*)
 - Sale Harriers AC

In a normal season the three clubs provide sporting outcomes for hundreds of participants per week and the wider site is popular for residents, cyclist, runner and walkers

- 1.5 CBMA wishes to secure a long term lease and has submitted an EOI via the Long Term Security of Tenure process. CBMA are keen to secure their sustainability and that of the site for sports and physical activity and for broader community use.
- 1.6 Current facilities on Crossford Bridge include:
- 3 Adult pitches - spare capacity of 6 Match Equivalent Sessions
 - 2 Youth 9v9 pitches - no spare capacity
 - 5 Mini 7v7 pitches – spare capacity of 1 Match Equivalent Session
 - 1 Cricket Square
 - 1 Cinder Track (Built in 1910)

2. Fields in Trust (FiT)

- 2.1 FiT works in partnership with landowners including local authorities, to protect land through a deed of dedication – a binding legal commitment with the landowner – which allows green spaces to be protected for current and future generations to enjoy.
- 2.2 The programme dedicates green spaces with the aim of increasing participation in physical activities on local parks and green spaces which will be protected for future generations to use and enjoy.
- 2.3 By entering into a deed of dedication the Council is agreeing to certain restrictions with how it uses and deals with the land. These are:
- (i) Spaces must have public access and should be accessible in terms of location and affordability for the local community.
 - (ii) Dedications will restrict the use of the land to playing fields and recreation ground. It will be a non-charitable dedication.
 - (iii) FiT will permit new buildings, structures and alterations for the purpose of maintaining the site as open space/public playing field/recreation ground. For example, a sports pavilion, changing rooms etc. could be built without permission from FiT.
 - (iv) No buildings or structures falling outside the permitted use will be allowed without the prior consent of FiT. Requests to build a building or structure for commercial use may be turned down by FiT.
 - (v) Any new buildings (if permitted by FiT) cannot exceed 20% of the total square footage of the dedicated site.
 - vi) The Council will continue to be responsible for maintenance of the land and have regard to any advice given by FiT on the management of the land.

(vii) The Council cannot dispose of the land without the consent of FiT. If the Council wishes to dispose by sale of the whole or any part of the land included in the Deed of Dedication, the Council must use their reasonable endeavours to replace it with a piece of freehold land approved by FiT of similar quality than the original land of no less area, in the same catchment area and as accessible to the general public. The Council must apply proceeds from the sale of any land to the replacement of land and facilities. The replacement land would be dedicated in a similar manner to the original. Consent would also be required for other disposals such as granting of leases and rights. The Council may be required to enter into a deed of dedication.

2.4 Once approved by the Executive an application needs to be made to the Fields in Trust to protect the site. This is then followed by a site visit from a Fields in Trust Development Manager to review the site based on the application. Once this has happened the deed of dedication will be drawn up which needs to be signed and sealed by both parties. The Council must be able to complete the agreed deed of dedication within six months of submitting an application.

2.5 It is anticipated that a long term lease will be granted to a body (CBMA have already expressed an interest) to manage the site and ensure its sustainability. A key mechanism for this is the ability to charge fees and reinvest that revenue into facility maintenance and improvement, Fields in Trust has confirmed that such a management model would not be prevented by FiT status.

3.0 Other Options

- 3.1 The Council could do nothing. This would not secure the use of the site for public recreation. Ultimately this would fail to capture the significant potential of the site to deliver against key Council and partners priorities around natural capital, health and wellbeing, sport and physical activity and climate change.
- 3.2 The Council could seek to designate the land as Town and Village Green which would protect the status of the land as public recreation land. However, it would not allow the management model that is being proposed.

Consultation

Consultation with community stakeholders will need to be undertaken, post approval, for a period of 14 days

Reasons for Recommendation

The recommendations set out in the report will serve to safeguard the long term future of Crossford Bridge as playing fields and recreation ground. Access to greenspace leads to improved health and wellbeing of residents.

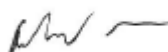
Key Decision No

If Key Decision, has 28-day notice been given? n/a

Finance Officer Clearance (type in initials) PC

Legal Officer Clearance (type in initials) TR

[CORPORATE] DIRECTOR'S SIGNATURE (electronic)



To confirm that the Financial and Legal Implications have been considered and the Executive Member has cleared the report.

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TRAFFORD METROPOLITAN BOROUGH COUNCIL

Report to: Executive
Date: Monday 22 March 2021
Report for: Decision
Report of: Executive Member for Children's Services and Director of Children's Services

Report Title

Amalgamation of Stamford Park Infant and Junior Schools (through the proposal to close Stamford Park Infant School and simultaneously expand the age range of Stamford Park Junior School)

Summary

Following consultation with governing bodies, staff, parents and other stakeholders, the Executive Member for Children's Services decided that a statutory notice should be published regarding the proposal to amalgamate Stamford Park Infant and Junior Schools (through the proposal to close Stamford Park Infant School and simultaneously expand the age range of Stamford Park Junior School). The reason this method of amalgamation is being proposed is because from January 2021 there is a vacancy in the headship of Stamford Park Infant School.

The statutory notice was published on 28 January 2021. This report provides analysis of the responses received during the representation stage.

Recommendation(s)

That the Executive:

- notes the representations and responses
- approves the proposal with a change to the implementation date to 1 September 2021

Contact person for access to background papers and further information:

Name: Karen Samples, Director of Education
Sarah Butters, Head of Early Years, School Places and Access

Extension: 3233

Background Papers:

None

Implications:

Relationship to Corporate Priorities	Ensuring a fair start for all children and young people
Financial	The proposed amalgamation will reduce the overall cost to the Dedicated Schools Grant, resulting in an adjustment through the funding formula meaning there is no impact on the Council's revenue budgets.
Legal Implications:	A school closure is determined by the School Organisation (Establishment and Discontinuance of Schools) Regulations 2013 and Opening and Closing Maintained schools statutory guidance. Expanding the age range of a school is determined by the School Organisation (Prescribed Alterations to Maintained Schools) Regulations 2013 and Making Significant Changes to Maintained Schools statutory guidance.
Equality/Diversity Implications	Schools are required to meet current appropriate Equality and Diversity Legislation however there are no direct implications from this proposal.
Sustainability Implications	No direct implications
Carbon Reduction	No direct implications
Resource Implications e.g. Staffing / ICT / Assets	There are no ICT or asset management implications from this proposal. The staffing structure for the proposed school is a matter for the Governing Body of the school.
Risk Management Implications	There are no specific strategic or operational risks to this proposal.
Health and Wellbeing Implications	No direct implications
Health and Safety Implications	Schools are subject to current Health and Safety Legislation but there are no direct implications from this proposal

1.0 Background

- 1.1 The Local Authority's long standing strategic aim is to amalgamate separate infant and junior schools where there are no contrary indicators e.g. size, respective locations.
- 1.2 There are two methods by which two schools can be amalgamated. The first method is to close both schools and open a new community primary school. The second, the method proposed here, is to close one school and enlarge the other school by extending the age range.
- 1.3 This method of amalgamation is being proposed in line with the Trafford Presumption to Amalgamate Policy as there has been a vacancy in the headship of Stamford Park Infant School from January 2021.
- 1.4 The process of closing a school is determined by the School Organisation (Establishment and Discontinuance of Schools) Regulations 2013. Expanding

the age range of a school is determined by the School Organisation (Prescribed Alterations to Maintained Schools) Regulations 2013.

- 1.5 For these proposals, the Local Authority is the proposer and the decision maker. The Local Authority must have regard for the statutory processes and consider all the views and comments submitted during the consultation and representation period.
- 1.6 The proposals, and the reasons for them, were fully set out in the Report to the Executive Member on 15 January 2021 and in the full proposal published on 28 January 2021. The statutory process required for these proposals has been carried out.

2.0 Representation

- 2.1 On 28 January 2021, the Council published statutory notices of its intention to discontinue (close) Stamford Park Infant School and to extend the age range of Stamford Park Junior School to offer provision for pupils aged 3 years to 11 years. The Council announced a four-week statutory representation period that lasted until 25 February.

- 2.2 The Council received 18 responses to its consultation:

12 consultees stated their support for the amalgamation of the 2 schools, although 4 of these raised concerns about the proposed implementation date;

The remaining 6 did not state their specific support of, or objection to, the amalgamation but did restate concerns, expressed in early stages of the consultation process, about the governance arrangements, the state of the buildings and disappointment that the provision of a new school was not included in the proposal.

The comments received and the responses provided are detailed in Annex 1.

3.0 Financial Implications

- 3.1 The proposed amalgamation will reduce the overall cost to the Dedicated Schools Grant which will result in an adjustment through the funding formula meaning there is no impact on the Council's revenue budgets.

4.0 Accommodation

- 4.1 This current proposal does not include any expansion project, refurbishment or new school building.
- 4.2 There is ongoing work to consider site options involving a range of partners including education, place development, planning, heritage and strategic parks.

5.0 Recommendation

- 5.1 To proceed with the proposal to amalgamate, with a revised implementation date of 1 September 2021.

6.0 Other options

- 6.1 A decision not to proceed with the amalgamation, the schools would remain as separate entities.

7.0 Reasons for Recommendation

- 7.1 The local authority has a long standing strategic aim to amalgamate separate infant and junior schools where there are no contradictory reasons, as laid out in the Presumption to Amalgamate policy.
- 7.2 There is a vacancy in the headship of Stamford Park Infant School.
- 7.3 The two schools provide a good education for their pupils and are well supported by parents and governors.
- 7.4 Amalgamation would allow development of a single vision for the future with a shared ethos. It will provide continuity of leadership and consolidate more effectively the high quality education that exists, delivering advantages to staff, children and families.
- 7.5 The amalgamation would enable better continuity and progression of children's learning, particularly between key stage 1 and key stage 2. It would remove the requirement for children to transfer between schools at the end of Year 2, creating opportunity for improved educational standards and achievement
- 7.6 After careful consideration of the ever changing Covid-19 situation it is proposed that the implementation date for amalgamation be delayed until 1 September 2021. This will allow schools to concentrate their energies on meeting the needs of their pupils as they re-open to all children on 8 March 2021 following a period of restricted attendance during national lockdown.

Key Decision Yes

If Key Decision, has 28-day notice been given? Yes

Finance Officer Clearance AN

Legal Officer Clearance PD

[CORPORATE] DIRECTOR'S SIGNATURE



Jill McGregor, Director of Children's Services

To confirm that the Financial and Legal Implications have been considered and the Corporate Director has cleared the report prior to issuing to the Executive Member for decision.

Amalgamation of Stamford Park Infant and Junior School – Representation Comments and Responses

On 28 January 2021, the Council published statutory notices of its intention to discontinue (close) Stamford Park Infant School and to extend the age range of Stamford Park Junior School to offer provision for pupils aged 3 years to 11 years. The Council announced a 4 week statutory representation period that lasted until 25 February.

The Council received 18 responses to its consultation:

12 consultees stated their support for the amalgamation of the 2 schools, although 4 of these raised concerns about the proposed implementation date;

The remaining 6 did not state their specific support of, or objection to, the amalgamation but did restate concerns, expressed in early stages of the consultation process, about the governance arrangements, the state of the buildings and disappointment that the provision of a new school was not included in the proposal.

The comments received and the responses provided are detailed below:

Comment 1

Please advise how are you going common concern raised by most of the parents about unprofessional behaviour of the SPJS management team and governing body?

Referring to the comments provided during informal consultation process, it looks like there is strong agreement among the people that SPJS headteacher and governing body are not suitable for their roles, so must not extend their control further over the SPIS. Previous council's feedback is not reassuring in any way as it seems do not have any substance behind it. Considering the current circumstances more than ever school requires a strong committed leadership who puts children's interest on top of everything else and it is absolutely evident that SPJS management only cares about their own personal interests."

Comment 2

Whilst the amalgamation makes sense, it is concerning that so many people are concerned about the suitability of the Junior Head to take over as Head of the whole school. I have little personal knowledge of the school staff, so it is hard to separate fact from grudge, but one reason we didn't choose this school was the relatively poor performance of the Junior School compared to the Infant School. I trust serious consideration will be given to the appointment of a new Head, and it doesn't make a lot of sense to me to appoint someone who will then get the opportunity to turn the whole school into an academy.

Comment 3

I have read all the comments from the consultation and I am slightly disturbed that Trafford Council does not seem concerned about the worrying comments in relation to the junior school leadership made by several contributors, not least of all comments from the highly valued retired head teacher of the infant school. Would it be appropriate to have an independent person to step in and run the consultation at this stage?

Response to Comments 1, 2 and 3

Trafford Council recognises the expertise and commitment of the Headteacher and Senior Management Team at Stamford Park Junior School. In its last Ofsted Inspection, which took place in February 2020, Ofsted reported that “Pupils feel comfortable at school” “because they know that the staff understand them and look after them well”. Pupils said, ‘It’s a safe place to learn and have fun.’ They said that teachers are fair, want them to be successful and make lessons interesting. Ofsted found that the school’s Leaders “have designed a vibrant and challenging curriculum. They find out about pupils’ opinions. As far as possible, leaders respond to pupils’ interests, planning enjoyable topics and subjects. Pupils achieve very well in reading, writing and mathematics. Over several years, the attainment of pupils in Year 6 has been in the top fifth of all schools nationally” and confirmed that the School continues to be good.

It is also important to note that many consultees have expressed support for the Headteacher and her Team throughout the various stages of the process.

Ofsted did find that a minority of parents were very concerned about the ongoing uncertainty caused by the possible amalgamation or conversion to academy status. The Council believes that the amalgamation of the two schools, bringing together the undoubted expertise recognised within the Infant School, will address parents uncertainties about the future and will strengthen the school for the children and families it serves.

The LA recognises it has been an unsettling time for both schools and will fully support them as they create an inclusive vision which benefits children of all ages. In February 2021, the LA facilitated a meeting between the Chair of Governors and Headteachers of both schools and their shared external provider of human resource support. The LA will continue this engagement of the Governing Bodies of both schools, alongside key partners including HR, the unions, and governor services, throughout the spring and summer terms to facilitate a smooth transition into a primary school.

Comment 4

Is this happening? Where is the clear communication? What happened to our new build school? Our new school needs to happen.

Response 4

On 9 November 2020, the Council announced the start of a 6 week informal consultation process on a proposal to amalgamate Stamford Park Infant and Junior Schools by closing Stamford Park Infant School and simultaneously expanding the age range at Stamford Park Junior School from the current 7 to 11 years, to 3 to 11 years. Information on the proposal was published on Trafford Council’s website which invited all interested parties to participate in shaping the proposal, by submitting their comments and ideas for consideration.

Information was sent to all parents, staff members and to all those who registered to receive updates about the project. The proposal was announced on the council’s digital channels including their website, social media and in a press release. Online meetings for staff and union representatives were held on 11 and 12 November 2020 and meetings were held with the school governing bodies on 18 November and 4 December 2020.

In September 2019, consultation was carried out on a different proposal which was to amalgamate the two schools and also expand them through building a new school. The proposal was to be funded from Trafford’s Basic Need Allocation which is provided by the Department for Education specifically to secure additional school places. Trafford proposed a budget of £8m from its allocation for the ambitious proposal and, although the cost to provide

each extra place was higher than is normally the case, it was considered that the benefits that could be achieved were well worth the additional costs. Subsequently, a private individual, made an application to Historic England and the building was awarded Grade 2 listed status on 7th February 2020. The listing protects Stamford Park Infant and Junior School, master's house and play sheds with surrounding walls, gates and railings. It was this decision alone that effectively halted the proposal to deliver a new school. There is ongoing work to consider site options involving a range of partners including education, place development, planning, heritage and strategic parks. This group are developing an options paper.

Comment 5

I think the amalgamation of the infant and junior school is an excellent plan. This will provide stability for pupils who will be under the same system for 7 years

Response 5

Thank you for your participation in the consultation process. Your comments have been considered by Officers and will be included in a Report to Trafford's Executive for consideration before a final decision is made.

Comment 6

In favour of amalgamation. Disappointed that this proposal does not also include a proposal to improve or replace the school buildings.

Response 6

Thank you for your participation in the consultation process. Your comments have been considered by Officers and will be included in a Report to Trafford's Executive for consideration before a final decision is made.

Comment 7

As a parent of one child at SPIS and another at SPJS, I wholeheartedly support the amalgamation of the schools.

I was never in support of a new school building at least until after the schools amalgamate.

Having read other comments from the consultation I feel there is unfair criticism of the head of juniors. I was fully supportive of both head teachers previously but it makes sense that the juniors head would become the head of the new school following the retirement of the infants head. If anyone ever doubted the commitment of the Juniors head then that is surely answered by her commitment throughout the covid pandemic to stand at the school gate every single morning to welcome the pupils of SPJS and, have encouraging words for SPIS pupils on their way past. I have absolutely no doubt about her commitment to ALL pupils going forward and believe she will be an excellent head of the new school.

Finally, I submitted comments during the initial consultation but received no response to those nor saw them in the report. It makes me concerned for the number of other comments that could have been lost during this process."

Response 7

Thank you for your participation in the various stages of the process. Your comments have been considered by Officers and will be included in a Report to Trafford's Executive for consideration before a final decision is made.

Your previous comments were published as Comment 52 of 282 responses received:

"A great proposal. Stamford park needs a fit for purpose facility. The local population is growing. This is the only primary school which is actually within walking distance of Hale. Provision for parking for staff and visitors can only be a good thing. Very much in favour of our pupils having a more continuous education from nursery to year 6."

And the LA responded:

"Thank you for your support for Trafford's proposal. All comments, questions and objections will be considered to help shape the final proposal as it moves through the various processes. Your comments, and any information provided in response, will be included in a Report to Trafford's Executive. You can view all the comments received so far on Trafford website www.trafforddirectory.co.uk/stamfordparkresponse"

Comment 8

I am writing to support the proposal to amalgamate Stamford Park Infant School with the Junior School.

A unified primary school would bring many benefits to pupils and parents in terms of continuity of staff and education, should result in more efficient use of both buildings and resources, and would eliminate the misunderstanding and poor communication that has led to an unhappy relationship between these schools currently.

Even in the past few years, issues such as academy conversion, school rebuilding, and the current public health emergency have highlighted the disadvantages of having two separate schools each following their own independent strategy. These issues and other new ones are likely to arise again. It will only be possible to address the future direction of the schools in a satisfactory way if they are combined, rather than working against each other."

Response 8

Thank you for your participation in the process. Your comments have been considered by Officers and will be included in a Report to Trafford's Executive for consideration before a final decision is made.

Comment 9

I am strongly in favour of the proposed amalgamation of Stamford Park Infant and Junior schools.

As a parent of a child in Year 2, a child in Reception and a child who will join the school in 2 years time, I feel that an amalgamated school would be a vast improvement on the current situation. Joined up communication and planning would be major benefits for us, with children who will be in both halves of the school at the same time.

As was shown in the recent new building proposal, two schools may have conflicting interests or opinions and so the decision making process for school improvements are much more difficult. A single school could proceed with improvements in a much more efficient manner. The lack of communication between the schools is quite an embarrassment and a cause for concern. I am aware that parents have left the school and others have been put off joining, due to this lack of coordination between the two schools. A single school would be able to give off a more confident appearance of community and would become a more attractive option for local families.

I believe that the brilliant Infant School teachers will continue to provide a welcoming and nurturing environment for the younger children and this will not be adversely affected by joining onto the Junior School.

I was in favour of amalgamation when it was first proposed last year and with the departure of Mrs McDowell, I feel that it is the best route for the school to take.

Response 9

Thank you for your participation in the process. Your comments have been considered by Officers and will be included in a Report to Trafford's Executive for consideration before a final decision is made.

Comment 10

The amalgamated school should have a governing body and SLT that is taken from and is representative of both schools. This is essential.

Comment 11

Thank you for the opportunity to provide feedback and comments regarding the proposed amalgamation of the Stamford Park Schools. I have a daughter who currently attends Stamford Park Junior School.

I fully support the amalgamation of the two Schools and believe this is necessary to best meet the educational needs of the local children. I hope this is a stepping stone in the Council's process of delivering a new school building which is vital for the long term provision of education and I will continue to fully support the Council in this area.

I have two main objections to the current proposals to amalgamate.

1. Mrs Downing as head teacher

It is abundantly clear the Junior School currently have a head teacher who has put other interests ahead the children. Her attempts to thwart the Council's new build proposal, provide disinformation and mislead parents is a grave concern and a reflection of her lack of suitability for the role.

Many parents hold similar views but have been afraid to raise them for fear of any impact on their children's education.

The disputes and current relationships between the two Schools is largely the result of the actions of the Junior School head teacher. I would therefore strongly argue a new head teacher is also in the best interests of uniting the two Schools.

I do not see how the Council can support and have faith in an individual who has brazenly undermined the work being done over recent years.

2. Governance

I have previously raised concerns over the governance of the Junior School, most notably around conflicts of interest. These have been ignored by the head teacher and the governing body.

The recent new build and academisation proposals have shown that there are individuals who are not adequately fulfilling the role of School Governor. Not devoting time to the role because “you know I don’t get paid to do this” is no excuse. If they are unable to fulfil the role for whatever reason then they should be removed. I have heard this excuse from four different Junior School Governors. Most concerning of these was the current Chair of the Junior School Governing body who also failed to attend the two academisation consultation evenings.

Not having a clear conflicts policy and allowing the School leadership team to vote on the new build proposal when redundancies within the leadership team was cited as one of the main reasons against is an unacceptable way to govern a School.

The decisions made over the last few years are amongst the most important a School Governor could make and to have individuals in the role who act in this way is reckless failure and should not be allowed to continue.

I would therefore strongly argue a new Governing Body is also needed to take the School forward.

Comment 12

I am in agreement of the amalgamation of the two schools. However it must be done in a manner that takes into account all aspects of running an amalgamated school. Imposing what some people see as a conflicting Governing Body and senior leadership team is not a good start.

It is patently wrong that the Council is ignoring the wishes of the staff, governors and parents at the Infants School in respect of the composition of the governing body of the expanded Junior School. They could, if they wished, ensure that the new governing body is representative of the two schools that will comprise the new school.

It is well known that in the past the approach to amalgamation from the two schools was different. Those two views should be represented in the Governing Body of the expanded school to ensure one set of views does not dominate the future.

It is also wrong that one person who is hiding behind anonymity should be able to prevent the new school being built. The Council should challenge this decision by Historic England which is prejudicial to the interests of future generations of children. It is the duty of the Council to take a long term view of the educational needs of the children in Trafford. A school that is over 100 years old clearly cannot fulfil that requirement particularly when that has been confirmed by an independent inspection, and the Leader of the Council, that it does not meet modern standards."

Response to Comments 10, 11 and 12

The LA recognises it has been an unsettling time for both schools and will fully support them as they create an inclusive vision which benefits children of all ages. In February 2021, the LA facilitated a meeting between the Chair of Governors and Headteachers of both schools and their shared external provider of human resource support. The LA will continue this engagement of the Governing Bodies of both schools, alongside key partners including HR,

the unions, and governor services, throughout the spring and summer terms to facilitate a smooth transition into a primary school.

The method of amalgamation proposed is in accordance with Trafford's Presumption to Amalgamate Policy which was determined through Trafford's democratic processes after consultation with all Trafford Schools.

Trafford's Presumption to Amalgamate Policy states:

"Amalgamations will be achieved through linked proposals to discontinue (close) one school, where the headship is vacant, and to extend the age range of the remaining school. If there are vacancies in both schools, the school where the first resignation was made will be discontinued and the vacant post for the primary school will be advertised externally."

The LA considers that this method provides a consistent and objective approach that does not imply any issue of underperformance or of take over and is that method that has been employed in every amalgamation undertaken to date, even in those where the amalgamation was achieved before the Presumption Policy was in place.

In this case Stamford Park Infant School will close and the Board of Governors will cease to exist. Since the Junior School will remain, then the Board of Governors of the Junior School will remain although, over a relatively short period of time, the members of the Board will be bound to change as the current terms of office end and new members are elected and appointed from the extended range of staff and parents without any partiality. In the meantime, the Department for Education's Governance Handbook lays out the core role and functions of a governing body and summarises the legal duties on boards. Boards must be ambitious for all children and young people with a commitment to continuous school improvement that enables the best possible outcomes. Trafford recognises the Boards commitment to these principles.

The Head and Board of Governors have stated their commitment to working with the staff of both schools and have provided the following statement:

"The Head Teacher and Governors at SPJS are all fully committed to providing the best education for all children in our care, whether that has been as a Junior School or for the proposed future Primary School. We are looking forward to working with the Local Authority and staff of both schools to ensure that there is a smooth transition during the amalgamation. We are excited by the challenges ahead of us, in enabling our two schools to build on the existing excellent provision for all our children and families going forward."

As to the issue of the listed building status; the Council received 282 responses to its proposal to build a new school on the existing playing field and to demolish the current school buildings to replace the required outdoor space. 71 consultees (25% of all the consultees) opposed the demolition of the school buildings. Although it is not known who applied to Historic England it was obvious that retaining the building was important to a significant section of the local community.

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Comment 13

Stamford Park Junior school provides a great education for local children and is very well-run. However the building that houses both schools is not fit-for-purpose for modern schooling. The facilities and space expected today are different to years gone by. In addition a sustainably-built school will have lower running costs and fewer structural/building problems than a victorian school.

I endorse the amalgamation of the 2 schools and hope that the excellence in the junior school is not lost in the process.

The school building does not, in my opinion, have particular architectural or historic merit. It is a single storey, sprawling building in a densely populated area. Other uses for the site could include social housing or housing for vulnerable people."

Response 13

Thank you for your participation in the process. Your comments have been considered by Officers and will be included in a Report to Trafford's Executive for consideration before a final decision is made.

Comment 14

I am a parent of children in both schools, and wish to raise the following objections and frankly disbelieve that Trafford Council have chosen this time to amalgamate these 2 schools during these unprecedented times;

1. When our children potentially return to school-based education next month, some will have missed 8 months of learning, and will return to class rooms under social distancing measures and within their class bubbles. Catchup and booster groups will be of paramount importance for their long-term learning, as will pastoral and wellbeing care for their mental health. To integrate our children back into education and into social settings, as a parent I would like the teachers, TA's and SLT's in both schools to be concentrating on my children and their holistic wellbeing, and not on the amalgamation of 2 free standing businesses.

2. Can you tell me if an independent mergers team is being brought in to support and guide the schools and their SLT's through this process? I believe that firstly both Head Teachers have more than enough to do right now managing their schools during this pandemic, and secondly what experience and training do Head Teachers have in this area? For this amalgamation to proceed efficiently, you cannot expect the 2 Head Teachers to undertake their jobs as leaders of these 2 schools during a worldwide pandemic, whilst merging them at the same time. That you believe that the SLT's can is worrying and shows a disregard of all they do on a daily basis and the pressure and stress they are under.

3. As a compassionate human being I have concerns about the short- and long-term impact of stress the Covid-19 pandemic will have on teachers, they have continued to work at the frontline for the past year with weekly if not daily changing SOP's in place, when the children return next month, both the staff and our children deserve a semblance of normality and continuity, not uncertainty and change.

I strongly believe that an amalgamated school is in the best interests of children and parents/careers in the long term, due to consistency of education, teachers, school policy's, communication and outcomes, however not during a global pandemic and a time of such uncertainty."

Comment 15

As a parent of 2 children currently in the school I fully support the proposal to amalgamate the infant and junior schools.

It is a gross misuse of public funds to continue to pay for two senior leadership teams, 2 SENCo's and 2 administration teams for a school that is based effectively on a Single site. There may be separate entrances but they share a playground!

However the timing of this workload is an absolute joke. All staff at the schools have been working under unprecedented circumstances for the last 12 months, to add to this by expecting the staff to also facilitate the school amalgamation at this time is a ridiculous idea.

Either delay the amalgamation to suit the needs of the school (September 2021) or provide suitable consultants/help to facilitate the process at no cost to the school if the deadline of April is so imperative."

Comment 16

Having always been in favour of the amalgamation, with a new school, I write to express my disappointment at the given timescales for the current proposed amalgamation. There has been no clear rationale as to why, in the middle of a pandemic, it was necessary to for this to happen from 12th April rather than September. I would have expected health and safety and staff mental health and wellbeing to be a priority and would have expected Trafford to have given clear reasons why April would be more beneficial as oppose to September.

There has been no change to the physical buildings to support the amalgamation and there has been little forward planning in terms of the operational running of the new school. The children and staff will have little, if anything, to gain from an amalgamation in April rather than September.

In one of your responses to the informal consultation you wrote:

Separate to its initial proposal, Trafford had determined a Presumption to Amalgamate Policy to support its long standing strategic aim to amalgamate separate infant and junior schools where there were no contrary indicators to a proposal. That presumption is automatically triggered when the following criteria are met:

That the site(s) can be effectively managed as one school; and That the buildings can be adapted to meet the needs of an amalgamated school.

To date, there have been no shared plans regarding the buildings being adapted and no shared plans as to how the school will be effectively managed. No reference has been made to lockdown and the pandemic.

I support the amalgamation but I do not support the proposed timescales."

Response to Comments 14, 15 and 16

The Local Authority recognises the challenges that all our schools have faced throughout this pandemic and the impact it has had, and continues to have, on teaching staff, support staff and school leaders. We have ensured support has been in place through weekly briefings and question and answer sessions with Public Health and Education colleagues. Toolkits of support with resources for teaching, learning and wellbeing have been made readily available to all schools.

After careful consideration of the ever changing Covid-19 situation it is proposed that the implementation date for amalgamation be changed to September 2021. As schools now prepare to re-open to all children following a period of restricted attendance during national

lockdown, this will allow them to concentrate their energies on meeting the needs of their pupils.

As the two schools currently share a site, there are no planned building adaptations scheduled as part of this proposal to achieve an amalgamated school.

Comment 17

Thank you for the opportunity to give feedback. I support amalgamation, the logic for which is self-evident and the implementation of which should have taken place much sooner. It is deeply disappointing and frustrating, however, that it will not take place alongside development of a new school building.

In that regard it is particularly negligent of Trafford Council to fail to offer a substantive reply on the question of the new school building in its responses to the informal consultation. It also beggars belief, given what the Council itself has put on record regarding the poor condition of the infant school building, that this consultation envisages the amalgamation taking place with ""no proposed physical alterations"" and that ""no capital costs are anticipated"". I would be grateful if the Council could explain how its assessment of the condition of the infant school building has changed and why it now regards it as fit for purpose.

It is sadly ironic that the weak handling of this matter by the Council and others has delivered an outcome which has failed to deliver the stated goal of any of the three main stakeholders. The Junior School sees its aspiration of academisation unfulfilled and put further out of reach by having been obliged to take responsibility for the Infant School and its rapidly deteriorating buildings. The Infant School achieves amalgamation but as a voiceless partner and while seeing its hopes for a new school building seemingly dashed. And the Council achieves nothing to meet its desperate need for additional school places.

I hope Trafford Council reflects on how its prevarication and lack of resolve, and the obstructive, parochial approach of key parties at the Junior School and the individual/s behind the listing, has at best significantly delayed and at worst squandered the opportunity to deliver a fit-for-purpose learning environment to best serve the current and future children and families of the Stamford Park community. There is still an opportunity for the Council to move swiftly to revive the new school project which, to my huge regret, will now be too late for many of the children for whom it would have delivered such great benefits."

Response 17

Trafford has consistently reported that the school building does not meet the Department for Education's current suitability requirements and its assessment of the condition of the building has not changed. The condition issues remain, as they do at other schools across Trafford, but these have to be dealt with through the asset management programme against the priority criteria, along with all other schools that the Local Authority maintains. Stamford Park Junior School is supportive of the proposal and it will be a future decision for the governing body about whether they progress with academisation of the whole amalgamated school. The Local Authority believes that if academisation were to progress, it would be better for the children for this to be as a whole primary school.

The previously proposed new school building was to be funded from Trafford's Basic Need Allocation which is provided by the Department for Education specifically to secure additional school places. Trafford proposed a budget of £8m from its allocation for the ambitious proposal and, although the cost to provide each extra place was higher than is normally the case, it was considered that the benefits that could be achieved were well worth the additional

costs. Subsequently, a private individual made an application to Historic England and the building was awarded Grade 2 listed status on 7th February 2020. The listing protects Stamford Park Infant and Junior School, master's house and play sheds with surrounding walls, gates and railings. It was this decision alone that effectively halted the proposal to deliver a new school. There is ongoing work to consider site options involving a range of partners including education, place development, planning, heritage and strategic parks. This group are developing an options paper.

Comment 18

I am writing to you with a number of concerns related to the proposed amalgamation of Stamford Park Infant and Junior School, which could take place on 12th April 2021. These concerns are shared by some staff at the Infant School.

Covid-19

- One of the primary concerns is that an amalgamation is being proposed during a national emergency. The Covid-19 situation is not under control at present and staff and children are in a vulnerable position as it is, without expanding the number of staff and children in the current organisations. It cannot be guaranteed that staff in an amalgamated school will not be utilised in an emergency, crossing from one school to another. This proposal puts all adults and children at greater risk of contracting or spreading the virus. Cross contamination is currently not possible with the two schools being independent of each other.

'Minimising contacts and mixing between people reduces transmission of coronavirus (COVID-19).'

'Schools must do everything possible to minimise contacts and mixing while delivering a broad and balanced curriculum.'

(Restricting attendance during the national lockdown: Guidance for all schools in England January 2021)

- A true amalgamation cannot be organised via video calls and emails and staff are dismayed that we are being asked by Trafford to do so during a national emergency. The health and safety of both school communities is being compromised by this proposal and we are shocked that it has been proposed at this time.

- Both schools have worked very hard to implement health and safety routines that work for each setting. Each school have been asked to generate their own criteria for accepting key workers, have generated independent risk assessments and have their own routines for keeping children as safe as possible. There has been enough change for children, staff and parents and changing the criteria, during a national lockdown, is unfair to all parties involved. 'All schools must cover all key elements, but the way different schools implement some of the requirements will differ based on their individual circumstances.'

(Restricting attendance during the national lockdown: Guidance for all schools in England January 2021).

- There is a local president for halting a merger during Coronavirus. The propose merger of Cheadle and Marple Six Form Colleges has been postponed. I refer you to the article extract below -

A cash-strapped college's merger plans have been delayed owing to the coronavirus pandemic.

'Cheadle and Marple Sixth Form College, which was told by FE Commissioner Richard Atkins last year that it could not survive as a standalone due to its "terminal" finances, had scheduled to join the Trafford College Group by August.'

‘A consultation on the move was run at the end of March and while both parties are still committed to it, they have pushed back the date for completion to October 30.’

‘In a joint statement the colleges said: “In light of the ongoing Covid-19 situation and the impact this will have on the due diligence process, the merger transition board, along with the Education and Skills Funding Agency considered the July 31, 2020 merger date and agreed that it was sensible to reschedule the merger date for October 30, 2020.’

(<https://feweeek.co.uk/2020/05/18/coronavirus-delays-troubled-colleges-merger-until-autumn>)

- These two education establishments are not functioning by themselves which has led to the proposed merger. Stamford Park Infant and Junior Schools are thriving independent of each other. Why hasn't our proposed merger been pushed back due to the virus? As the presumption to amalgamate states,

‘There is no maximum limit on the time between the publication of a proposal and its proposed date of implementation. Therefore the implementation date will be determined by the particular factors of each individual proposal and to achieve the most efficient and effective amalgamation.’

(Presumption to Amalgamate Community Infant and Junior Schools Policy)

- To summarise, some staff are dismayed that an amalgamation of two schools is being proposed at the current time, and feel the health and wellbeing of staff, children and parents will be compromised by an amalgamation during the Covid-19 pandemic. An amalgamation at this time will not be ‘efficient’ or ‘effective’.

The consultation process has been compromised by Covid-19

- It has been brought to the attention of the Infant School that a high proportion of our parents did not know there was a merger being proposed at this time. Although communication has been sent on the evening of 28th of January, and signs displayed outside school, it has not filtered through to parents.

- There are currently only around 35%-40% of parents travelling to the Infant School on any given day. Numbers fluctuate on a daily basis due to parents sending in children on a part time basis, if possible. Furthermore, we have requested that only one parent pick up and drop off, reducing the numbers even further. Parents use the time before and after school to discuss various issues, and this opportunity has been denied them.

- Furthermore, the two signs displayed near the Infant School are in very small print on A4 paper and have been placed next to notices relating to Covid-19. This combined to the large reduction in parent attendance and lack of interaction has seriously compromised the communication from Trafford. It has therefore gone unnoticed by a large proportion of parents.

- Also, many parents are balancing home learning and working from home and have simply not had the time to read in depth the proposed amalgamation. As, previously stated, some parents were dismayed and angry to find out that this consultation had proceeded so far without them knowing about it.

- To summarise, conducting a consultation during a national crisis is unfair, compromised and potentially deceptive. Surely Trafford wish to obtain an accurate cross section of people's feelings?

Workload

- A recent 'Staff Wellbeing' survey conducted by the Infant School concluded that Covid-19 was responsible for almost doubling staff workload. The SLT have done all they can to reduce any work for the staff, but despite their best efforts these extra tasks are unavoidable.
- The pandemic is responsible for creating this pressure on staff and we have implemented weekly mental health walks to help combat stress. A large number of staff have expressed concerns over holding more meetings and having extra workload relating to a proposed amalgamation. The staff of the Infant School recognise nothing can be done at present by the Senior Leadership Team about the current workload and that it is down to the extra systems and procedures in place to combat the Covid-19 crisis.
- An amalgamation and the extra pressures, meetings and workload are not welcome by staff at this time. We need to focus on the children's routines, provision and closing the gaps in learning for the children. Amalgamation is not a current priority. A number of our staff have been seriously ill with Covid-19 and are not yet operating at full strength. They are giving everything they have to ensure our school continues to operate and asking them to go through an amalgamation as well is simply unacceptable.

The School Buildings

- The school buildings are in a poor state of repair and they are unfit for purpose. The informal consultation document reflects this view.
- The buildings in their current state do not lend themselves to a united Primary School. The only link is via the kitchen, and this is unusable during school hours due to health and safety procedures in place in the kitchen. If an amalgamation goes ahead, we will still have two separate staff rooms, halls and many other facilities which will drive a wedge between the two existing schools, even post Covid-19.
- Due to the listing of the two buildings it has made a new Primary School build difficult, but not impossible. The possibility of a rebuild or at the very least a multimillion pound refurbishment of the existing sites needs to be seriously considered before any amalgamation is proposed.
- Even parents in favour of amalgamation state the following,

'Although I am very much in support of the amalgamation of the infant and junior schools, it is extremely disappointing to find out that this is unlikely to take place alongside the development of a new school building. The current building is unfit for purpose with cramped classrooms, a leaky roof and some children being taught in the corridors.'

(Stamford Park Infant and Junior School – Proposal to Amalgamate Consultation Comments and Responses)

- To summarise a new or heavily revamped building surely needs to be in place before any amalgamation is considered. Any new developments or rebuilds should be submitted with a future proposal, after the Covid-19 crisis is over.

The vulnerability of the Infant School staff and children in the proposed model

- The Informal Consultation Document, Comment 4 raises a valid point surround the fairness of any future leadership of a proposed amalgamated school.
'I also hope the Council will ensure that the views and interests of the Infant School community and leadership will be properly reflected in the governance arrangements for the future of the combined school. Recent history suggests that, sadly, key parties at the Junior School cannot be relied upon to act in the best interests of the full school community.'

(Stamford Park Infant and Junior School – Proposal to Amalgamate Consultation Comments and Responses)

- It is extremely concerning that Stamford Park Infant School will close and over 100 years of history lost. The proposed structure would see the Junior School effectively taking over the Infant School. The composition of the Senior Leadership Team would be biased towards the staff of the Junior School and a glass ceiling would be in place for staff of the Infant School, whether assurances were in place or not. Without proper representation at management level, staff of the Infant School would be vulnerable to redundancies and the possibility of having management roles removed in favour of the current Junior Staff.
- The Infant School Governing body will also cease to exist. There are currently two members of the Senior Leadership Team and one member of Support Staff on the Infant Governing Board, ensuring a broad and fair representation of the school, the children and its staff. Current proposals suggest that one member maybe invited to sit on the proposed amalgamated school governing body. This is simply not good enough.
- Some of our staff feel very vulnerable and let down by Trafford who have ignored our concerns.
- Indeed, during a previous consultation document dated January 2018, a stakeholder from the Junior School stated the following,
'I disagree with the need to close the school with the departing head teacher and to expand the remaining school. This approach destroys the history and traditions of the closing school and gives no impetus to the surviving school to encompass and promulgate the closing school's ethos. Instead, a better approach would be to close both schools and create a new school which takes on aspects of both original schools' best practice, tradition and history. For teachers and other staff, pupils, parents, and the newly constituted governing body of the new school, this would give both original schools the chance to come together as equal parties in a new venture under a common leader, without the feeling that one school has been effectively "taken over" by another for no good reason other than its head teacher has resigned. The government's own guidelines in respect of amalgamation, makes it clear that the latter approach is acceptable (DoE April 2016 - Statutory guidance for proposers and decision-makers on Amalgamations of Schools):

"There are two ways to amalgamate two (or more) existing maintained schools:

- The LA or governing body (depending on school category) can publish a proposal to close two, or more, schools and the LA or a proposer other than the LA (e.g. diocese, faith or parent group, Trust) depending on category, can publish a proposal to open a new school or presumption free school (see part 2). This results in a new school number being issued.
- The LA and / or governing body (depending on school category) can publish a proposal to close one school (or more) and enlarge / change the age range / transfer site (following the statutory process as / when necessary) of an existing school, to accommodate the displaced pupils. The remaining school would retain its original school number, as it is not a new school, even if its phase has changed."

My view is that any school created from the amalgamation of an infant school and a junior school in Trafford LEA will be such a different entity than either of its original parts, that a new start would be the better approach.

- Both schools are clearly in agreement regarding any future proposed amalgamation of the Infant and Junior Schools.

- Furthermore, once the initial settling in period is over, the Infant School will effectively begin to lose funding and its control over government initiatives such as the 'Sports Premium Grant'. The 'Outstanding' provision will be lost and the 'Stretch and Grow', 'Yoga', 'Freddy Fit' and many other Infant based specialists will be lost.

- The staff and a number of Infant School parents are extremely surprised at the reaction of Trafford towards the Informal Consultation Document and its decision to proceed to the Formal Consultation. The view in our eyes is not for an amalgamation as proposed, but one which is a true coming together of both schools – in a new school building.

- To summarise the proposed amalgamation on the table does not fit with the view of either schools and any benefits of amalgamation as stated by the parents (such as a continued curriculum) can be obtained by forging closer links between both schools, allowing amalgamation to come naturally in the future, instead of being forced upon us by Trafford.

Closing statement

Amalgamation at the current time has the following drawbacks.

- 1) It puts the health and safety of children, staff and parents at risk for no reason, other than to save money. This is unacceptable.
- 2) Holding the consultation during a national pandemic renders the data collected flawed and unrepresentative of staff, parents and stakeholders. It must be postponed until the pandemic is over.
- 3) Staff workload is currently unsustainable; focus must be on keeping staff and children safe and helping them to plug gaps in their learning, not planning an amalgamation from scratch. The education of children and mental health of staff are being put at risk.
- 4) The proposals for a new school building and expansion need to be looked at again, as the new build was the primary basis for many staff in Infant School supporting Trafford's original proposal. The current buildings are unfit for purpose and do not lend themselves towards amalgamation.
- 5) The current proposal leaves the staff and children of the Infant School with very little say in their future and a fairer proposal needs to be implemented.
- 6) To be very clear I am not against the principles of amalgamation or working closely with our colleges next door at the Junior School. The process can be made so much fairer, safer and open.

Proposed actions

- 1) Delay all consultation until the Covid-19 crisis is over to allow staff and parents to focus on the children's health, education and wellbeing.
- 2) Make absolutely clear the process of amalgamation that is proposed to all stakeholders, the Junior School will be 'taking control' of the Infant School.
- 3) Delay any amalgamation until a new school building/or heavily revamped current site is ready to house a new primary school.
- 4) Any amalgamation will be a fair reflection of both current; Senior Leadership Teams, Governing Bodies and staff, offering equal opportunities for all.
- 5) A working party be formed that has equal numbers of Infant/Junior staff to look at the process of amalgamating the schools."

Response 18

Thank you for your comprehensive response.

The Local Authority recognises the challenges that all our schools have faced throughout this pandemic and the impact it has had, and continues to have, on teaching staff, support staff and school leaders. We have ensured support has been in place through weekly briefings and question and answer sessions with Public Health and Education colleagues.

Toolkits of support with resources for teaching, learning and wellbeing have been made readily available to all schools.

We have all had to operate in a reactive way, in accordance with updated guidance from Government and Public Health which has made planning strategically more difficult.

After careful consideration of the ever changing Covid-19 situation it is proposed that the implementation date for amalgamation be changed to September 2021. As schools now prepare to re-open to all children following a period of restricted attendance during national lockdown, this will allow them to concentrate their energies on meeting the needs of their pupils.

All schools must follow the health and safety hierarchy of controls to reduce the risk to the lowest reasonably practicable level. These risk assessments are living documents which are regularly reviewed and updated as circumstances in schools and public health advice changes. Within the amalgamation proposals there are no plans to expand the number of children across the shared site and it would be the responsibility of the leadership of the amalgamated primary school to implement sensible and proportionate control measures to reduce risk.

The amalgamation proposal was announced on the council's digital channels including their website, social media and in a press release. Information was sent to all parents, staff members and to all those who registered to receive updates about the project. Parents and carers of children at both schools are key stakeholders within this consultation process and care was taken to make sure that they were informed about this proposal via well-established school systems which have been used to support regular communication with families during the pandemic.

Trafford has consistently reported that the school building does not meet the Department for Education's current suitability requirements and its assessment of the condition of the building has not changed. The condition issues remain, as they do at other schools across Trafford, but these have to be dealt with through the asset management programme against the priority criteria, along with all other schools that the Local Authority maintains.

As the two schools currently share a site, there are no planned building adaptations scheduled as part of this proposal to achieve an amalgamated school. There is ongoing work to consider site options involving a range of partners including education, place development, planning, heritage and strategic parks. This group are developing an options paper.

The method of amalgamation proposed is in accordance with Trafford's Presumption to Amalgamate Policy which was determined through Trafford's democratic processes after consultation with all Trafford Schools.

Trafford's Presumption to Amalgamate Policy states:

"Amalgamations will be achieved through linked proposals to discontinue (close) one school, where the headship is vacant, and to extend the age range of the remaining school. If there are vacancies in both schools, the school where the first resignation was made will be discontinued and the vacant post for the primary school will be advertised externally."

The LA considers that this method provides a consistent and objective approach that does not imply any issue of underperformance or of take over and is that method that has been employed in every amalgamation undertaken to date, even in those where the amalgamation was achieved before the Presumption Policy was in place. The LA has taken care to explicitly

describe the proposed method of amalgamation in every consultation document and at every meeting.

In this case Stamford Park Infant School will close and the Board of Governors will cease to exist. Since the Junior School will remain, then the Board of Governors of the Junior School will remain although, over a relatively short period of time, the members of the Board will be bound to change as the current terms of office end and new members are elected and appointed from the extended range of staff and parents without any partiality. In the meantime, the Department for Education's Governance Handbook lays out the core role and functions of a governing body and summarises the legal duties on boards. Boards must be ambitious for all children and young people with a commitment to continuous school improvement that enables the best possible outcomes. Trafford recognises the Boards commitment to these principles. The Head and Board of Governors have stated their commitment to working with the staff of both schools.

The LA recognises it has been an unsettling time for both schools and will fully support them as they create an inclusive vision which benefits children of all ages. In February 2021, the LA facilitated a meeting between the Chair of Governors and Headteachers of both schools and their shared external provider of human resource support. The LA will continue this engagement of the Governing Bodies of both schools, alongside key partners including HR, the unions, and governor services, throughout the spring and summer terms to facilitate a smooth transition into a primary school.

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TRAFFORD COUNCIL

Report to: Executive
Date: 22nd March 2021
Report for: Decision
Report of: Executive Member for Adult Social Care

Report Title

Section 75 Partnership Agreement – Mental Health

Summary

This report seeks permission to delegate authority to the Corporate Director for Adult Services, in consultation with the Corporate Director for Governance and Community Strategy, to agree the final Terms and Conditions of the Section 75 Partnership Agreement and enter into that Agreement on behalf of the Council.

Section 75 Partnership Agreements provide the legal framework to underpin joint working in Adult and Older People's Mental Health Services. Under this framework, joint Health and Social Care teams deliver mental health services from a single line management structure led by GMMH with designated Council staff seconded, and the delegation of specific social care duties. Although the service delivery elements are integrated the financial responsibilities for health and social care remain separate with this separation to continue under the extended agreement.

The Council entered into a Section 75 agreement on 1 April 2009 with the Greater Manchester Mental Health NHS Foundation Trust (GMMH) for the delivery of integrated mental health services for adults and older people. The Council and GMMH agreed to update the Partnership Agreement in 2020.

The refreshed Section 75 Partnership Agreement ("s75 Agreement") updates the statutory responsibilities to better reflect the requirements of the Care Act and other relevant legislation and includes the CCG as a key partner. The s75 Agreement is undergoing final scrutiny by GMMH with the intention of the document being signed off for an April/May launch. A request is being made for delegated approval to prevent any delay in enacting the s75 Agreement.

The Council, the CCG and GMMH are committed to integrated working practices as a means for delivering person-centred holistic support to people with mental health needs in Trafford and the s75 Agreement continues to provide a suitable vehicle through which to deliver this.

Recommendation(s)

It is recommended that Executive :

- Note the contents of the report

- Approve the proposal to enter into a new Section 75 Partnership Agreement with the Greater Manchester Mental Health NHS Foundation Trust
- Delegate authority to the Corporate Director for Adult Services, in consultation with the Corporate Director for Governance and Community Strategy, to agree the final Terms and Conditions of the Section 75 Partnership Agreement and enter into that Agreement on behalf of the Council.

Contact person for access to background papers and further information:

Name: Karen Ahmed

Extension: 1890

Background Papers:

N/A

Implications:

Relationship to Corporate Priorities	The s75 Agreement is a key part of delivering Trafford Together, and enabling people to live as independently as possible, remaining /returning home wherever possible. The s75 Agreement supports the delivery of the Mental Health Transformation Programmes and will develop a clearer pathway to accessing the right services at the right time for people who have a mental health need, to enable them to remain as well as possible for as long as possible.
Relationship to GM Policy or Strategy Framework	The s75 Agreement supports the wider GM Mental Health Strategy and is in line with the proposed refresh.
Financial	The annual Council budget to be agreed and included in the agreement will be met from within existing budget resources that are held within the adult social care budget
Legal Implications	Legal advice will be sought on the final version of the s75 Agreement
Equality/Diversity Implications	People with mental health needs often are disadvantaged as a result of experiencing stigma. The s75 Agreement will provide a framework which starts from the perspective that people with mental health needs have equal rights as citizens and will deliver services that build on individual strengths and assets.

Sustainability Implications	N/A
Carbon Reduction	N/A
Staffing/E-Government/Asset Management Implications	N/A
Risk Management Implications	N/A
Health and Safety Implications	N/A

1.0 Background

- 1.1 Under Section 75 of the NHS Act 2006 Local Authorities and NHS bodies can enter into partnership arrangements to provide a more streamlined service and to pool resources, in order to improve services and outcomes for residents.
- 1.2 The Council entered into a Section 75 agreement on 1 April 2009 with the Greater Manchester Mental Health Trust (GMMH) for the delivery of integrated mental health services for adults and older people. The agreement was renewed in 2014.
- 1.3 The Section 75 Partnership Agreement between Trafford Council and GMMH provides the legal framework for joint working in Adult and Older People's Mental Health Services. Under the Agreement, joint Health and Social Care teams deliver mental health services through a single line management structure led by GMMH with designated Council staff seconded, and the delegation of specific social care duties to GMMH. Staffing and service delivery arrangements are integrated and the financial responsibilities for health and social care remain separate. In addition the s75 Agreement covers estates utilised by GMMH to facilitate service delivery.

2.0 Mental Health Transformation in Trafford

- 2.1 As part of delivering Trafford Together; the locality plan, Trafford CCG and the Council has embarked on an ambitious joint transformation programme to improve outcomes for Trafford residents who are experiencing mental health issues.
- 2.2 The programme comprises 3 key elements :
 - A new joint Mental Health Strategy for Trafford which uses the Thrive Framework to redesign and refocus mental health services using the following key principles:
 - enabling self-help and management, access to advice and signposting, early intervention, and getting help and more help without a prolonged journey of escalation through different services
 - taking a needs-led approach. This means that mental health needs are defined by children, young people, adults and families

alongside professionals through shared decision making. Needs are not based on severity, diagnosis or health care pathways.

- Emphasising cross agency and system-wide factors (rather than the current tiered approach) as key to ensuring that good quality care for psychological and emotional well-being is provided across all sectors. ¹



- A review of social work within integrated community mental health teams (Social Work for Better Mental Health). This national framework, published by the Department of Health in 2016 recognises that “the principles of personalisation and the opportunities of the Care Act 2014, social workers are crucial to ensuring people with mental health needs are seen first and foremost as citizens with equal rights, rather than exclusively through a diagnostic or clinical lens.” ²

This together with the Council’s “Let’s Talk” approach provides a firm social work foundation for the delivery of the Thrive agenda, rebalances the importance of social work in a clinical environment, and promotes consistency across social work practice in the Council and in GMMH.

¹ Better lives, better wellbeing, better connections: a new mental health & wellbeing strategy for Trafford p.4

²

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/495500/Strategic_statement_-_social_work_adult_mental_health_A.pdf p.5

- A review of the existing s75 Partnership Agreement between GMMH and the Council.

2.3 Review of the s75 Partnership Agreement

Both GMMH and the Council recognised that the existing s75 Agreement was no longer fit for purpose and did not recognise the current ambitions of either organisation in delivering improved outcomes for our residents. Together, key stakeholders from both organisations and the CCG came together to draw up a scoping document for the review which formed the brief for the review.

The work was a collaborative collective effort which built on the knowledge and expertise of both organisations to develop a document which reflected national legislation, national and local policy directions, and the improved assurance of the delivery of best practice working approaches as defined in “Social Work for Better Mental Health”, effective safeguarding, compliance with the Care Act, a consistent commissioning approach and sound financial management.

As might be expected the document has gone through a number of iterations to ensure all views have been reflected, including a position statement from the CCG and is now in a final draft form.

Because of the consultative nature employed, the work has taken somewhat longer than might be expected but has led to a more robust document, which will enable closer collaborative working in delivering our transformation programme, underpinned by clear expectations, agreed outcomes and clear definitions of roles and responsibilities.

The document is now undergoing a final review by GMMH before moving towards final approval and signing off by the Council.

This is a key document, and it is intended that document will be signed off in March or early April and will become operational immediately. Governance structures are already being put into place alongside revised performance/outcome monitoring schedules, and an action plan (relating to the social work review).

The Trafford s75 Agreement will be shared across the other GM boroughs where GMMH provide mental health services to enable a consistent approach. The role of social work has also been reviewed across those boroughs, and similar action plans have been developed.

A copy of the draft s75 Agreement which is being consulted on with GMMH is embedded at Appendix 1 and schedules are available on request.

3.0. Other Options

- 3.1. The alternative is to do nothing and allow the existing s75 Partnership Agreement to continue. However, this will not reflect the current statutory responsibilities as required by the Care Act and other relevant legislation nor does it reflect the current ambitions of either organisation in delivering improved outcomes for our residents.

4.0 Consultation

- 4.1 There is no requirement for public consultation.

5.0 Reasons for Recommendation

- 5.1 The Section 75 Partnership Agreement between Trafford Council and GMMH provides the legal framework for joint working in Adult and Older People's Mental Health Services. The updated s75 Agreement will update the statutory responsibilities to better reflect the requirements of the Care Act and other relevant legislation.

6.0 Recommendations

- 6.1 The Executive are requested to:
- Note the contents of the report
 - Approve the proposal to enter into a new section 75 Partnership Agreement with the Greater Manchester Mental Health NHS Foundation Trust
 - Delegate authority to the Corporate Director for Adult Services, in consultation with the Corporate Director for Governance and Community Strategy to agree the final Terms and Conditions of the Section 75 Partnership Agreement and enter into that Agreement on behalf of the Council.

Key Decision: Yes

If Key Decision, has 28-day notice been given? Yes

Finance Officer Clearance GB

Legal Officer Clearance SL

CORPORATE DIRECTOR'S SIGNATURE *(electronic)*...



.....
To confirm that the Financial and Legal Implications have been considered and the Corporate Director has cleared the report prior to issuing to the Executive Member for decision.

APPENDIX 1: S75 Agreement.



Trafford Borough Council, NHS Trafford Clinical Commissioning Group and Greater Manchester Mental Health NHS Foundation Trust

Agreement under Section 75 of the NHS Act 2006

Version	v17
Status	Draft
Approval – project group	Outstanding
Approval – Board/Council/Governing Body	Outstanding
Author	Chris O’Gorman

Version control	
Version	Change from previous version and source
v1	Skeleton agreement
v2	Template version produced to identify leads
v2a	Additions from Diane Eaton
v3	Initial drafting (*) means text drawn from model Agreement by Bevan Brittan LLP with acknowledgements. Editing has occurred in some cases. (**) means text drawn from the agreement to establish Manchester Local Care Organisation with acknowledgements. Editing has occurred. * and ** now removed (v16)
v4	Comments on v3 from Karen Ahmed
v5	Comments from Karen Ahmed (v4) incorporated into revision draft
v6	Further comments from Karen Ahmed
v7	'Clean' draft incorporating Karen Ahmed's amendments with track changes removed
v8	Marked up version of v7 with names of Council, Trust and CCG leads against each section to invite comment.
v9	Comments from Paul Barratt, Gilli Painter, Emma Brown, GMMH, Fortune Mahlangu and Caroline Myers, Paul Davies, Diane Eaton included. New sections on Freedom of Information and Business Continuity drafted
v10	Amendments made following discussion on outstanding issues between Diane Eaton and Claire Fraser (25 September 2020)
v11	Amendments and additions made following meeting of the s75 Agreement project team on 9 October 2020 and amendments proposed by Stephen Tonge (Trafford Council legal team)
v12	Comments from Karen Ahmed and NHS Trafford CCG incorporated
v13	Additional comments from Karen Ahmed included and revision of schedules
v14	Revisions to numbering of schedules
v15	Minor amendments e.g., to terminology, requested by Diane Eaton
v17	Amendments following legal review by Stephen Tonge
v18	Very minor amendment to Business Case Process

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Trafford Council, NHS Trafford Clinical Commissioning Group and Greater Manchester Mental Health NHS Foundation Trust

Agreement under Section 75 of the NHS Act 2006

1. PARTIES

The Parties to this Agreement are:

a) **Trafford Borough Council**, Trafford Town Hall, Talbot Road, Stretford, M32 0TH ("the Council")

and

b) **Greater Manchester Mental Health NHS Foundation Trust**, Bury New Road, Prestwich, Manchester, M25 3BL ("the Trust")

and

c) **NHS Trafford Clinical Commissioning Group**, First floor, Trafford Town Hall, Talbot Rd, Stretford M32 0TH ("the CCG")

Hereinafter collectively referred to as "**the Parties**".

2. TERMS

Agreement means this Agreement between the Parties

Annual Plan means the plan for the operation of the services under this Agreement, which is prepared for approval by the Head of Operations on a yearly basis.

Approved Mental Health Professional means a mental health professional approved by the Council as defined in section 144 of the Mental Health Act 1983 (2007)

Arrangements mean the processes, structures and systems put in place by the Parties to ensure the effective operation of this Agreement and the achievement of its purpose, aims and objectives.

Budget means the financial resources transferred to the Trust to meet the direct costs of the services to be provided under this Agreement.

Business Case Process means the procedure set out to prepare a business case using an established template for review and approval by the Council in respect of matters such as changes to a Staffing Establishment.

Clinical Commissioning Group (CCG) means NHS Trafford Clinical Commissioning Group and any successor in title

Commencement Date is the date on which this Agreement commences and its terms come into effect: this date is 1 January 2021

Committee means the Joint Director of Adult Social Services (DASS) Assurance Committee established by the Parties to monitor the implementation of and compliance with this Agreement

Constitution means the document that specifies the arrangements for the governance of the Council including its delegations to key officers and the process for decision-making.

Council means Trafford Borough Council.

Council Services mean the services supplied by the Council to support the operation of this Agreement (**Schedule 9**)

Counterpart means a duplicate copy of this Agreement made so that there is a separate copy for signing by each Party.

Director of Adult Social Services (DASS) means the statutory officer of the Council whose specific responsibilities and accountabilities are set out in law and guidance including the Human Rights Act 1998, the Domestic Violence, Crime and Victim Act 2004, the Safeguarding Vulnerable Groups Act 2006 and subsequent legislation and guidance relating to domestic violence, the Mental Capacity Act 2005 and Deprivation of Liberty Safeguards, the Care Act 2014, the Carers Act 2014, and the statutory guidance issued under Section 7 of the Local Authority Social Services Act 1970. The actual title of the postholder may differ from the statutory term but the statutory term is used throughout this Agreement for the purposes of clarity.

Eligibility Criteria means the criteria set out in Schedule 1 that determine whether or not a person may receive a Trust Service.

Force Majeure Event means one or more of the following:

- a) war, civil war (whether declared or undeclared), riot or armed conflict;
- b) acts of terrorism;
- c) acts of God;
- d) fire or flood;
- e) industrial action where spontaneous and/or undertaken without notice;
- f) prevention from or hindrance in obtaining raw materials, energy or other supplies; and

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

Head of Operations means the authorised officer appointed from time to time by the Trust who is accountable to the Parties for the operation and fulfilment of this Agreement

The **Integrated Mental Health and Social Care Services** means those services in the community which health and social care staff work as single teams under single line management providing a holistic mental health service to adults who meet the Eligibility Criteria.

Residents means people who are ordinarily resident in the Borough of Trafford.

The **Trust Services** mean health and social care related functions of the Council being carried out under this Agreement by the Trust (Schedule 1).

The **Schedules** mean the annexes to this document as follows:

Schedule 1	Service Specification including Eligibility Criteria
Schedule 2	Reporting and Monitoring Requirements
Schedule 3	Terms of Reference of Governance Group(s)
Schedule 4	Information Sharing Agreement and Protocol
Schedule 5	Procedure for Placements
Schedule 6	Staffing Structure and Staffing Establishment
Schedule 7	Staff Recruitment, Registration, Training and Development, Supervision and Appraisal, Sickness Management Procedures
Schedule 8	Trafford Council Organisational Change Policy and Procedure
Schedule 9	Schedule of Services Provided to the Trust by the Council
Schedule 10	Council and Trust's Digital Care Records Policies and Procedures https://www.traffordapp.co.uk/
Schedule 11	Annual Budget
Schedule 12	Procedure for Responding to Enquiries from Elected Members and MPs.
Schedule 13	Preparing for Adulthood Protocol https://www.traffordapp.co.uk/
Schedule 14	Safeguarding Adults Policy and Procedure https://www.traffordapp.co.uk/
Schedule 15	Summary Action Plan for Schedules to be Developed in the Future, Subsequent to Signing this Agreement

Schedule 17	Operation of the Mental Health Act 1983 (2007)
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Trust means Greater Manchester Mental Health NHS Foundation Trust.

3. INTRODUCTION

a) Purpose of the Agreement

This Agreement is made pursuant to section 75 of the NHS Act 2006 and is to replace the original agreement made under section 31 of the Health Act 1990 between the parties dated 5 April 2004, and subsequently renewed on 15 April 2009 under section 75 of the NHS Act 2006.

The purpose of this Agreement is to enable Greater Manchester Mental Health NHS Foundation Trust to act with delegated powers of the Council to ensure that eligible adults with mental health needs, and their carers, who are residents of the Borough of Trafford may be assessed, supported, treated and cared for as the law requires and permits.

To achieve this purpose, the Council will delegate to the Trust specific health and social care-related functions and also statutory duties under the Care Act 2014 that the Trust will exercise and fulfil on the Council's behalf (section 4 a). Additionally, the Council will provide the Trust with sufficient resources (staff, financing and infrastructure) to enable the Trust successfully to fulfil its responsibilities under this Agreement.

b) Population covered by this Agreement

This Agreement provides for services to all adults (being those aged 16 years and older for the purposes of this Agreement) who are ordinarily residents of the Borough of Trafford and who are deemed to be eligible for secondary mental health services by the application of the eligibility criteria agreed by the Council and currently in operation and from time to time reviewed. The current Eligibility Criteria are included at Schedule 1.

The Agreement also provides for those young people aged under 18 years who have been identified as "in transition from young people's mental health services" (i.e., child and adolescent mental health services, CAMHS) and into adult mental health services, and who require support from adult services during the period of transition for the purposes of planning, ensuring effective and safe handover of care, and of minimising disruption to the young person's life, relationships and education.

c) Aims of the Agreement

In making this Agreement, the Council aims to promote the wellbeing of every resident of the Borough of Trafford, and to offer support and where appropriate intervention to reduce, prevent and delay needs from emerging or developing. The Council wishes to achieve these aims by working in close partnership with citizens, partner

organisations, and the wider public, voluntary and private sector. Through this Agreement, the Council engages the Trust to act as its delivery partner in achieving these aims for eligible adults who are ordinarily resident in the Borough with mental health needs, and also their carers.

d) Objectives of the Agreement

The objectives of the Agreement are:

- i) To make arrangements for an effective partnership between the Council and the Trust whereby the Trust provides services on behalf of the Council in fulfilment of shared values and goals and provides monitoring, reporting and where required escalation to the Council on all relevant matters
- ii) To make arrangements to enable the agreed functions and responsibilities of the Director of Adult Social Services to be discharged effectively and fully by the Trust and that the statutory accountability of the DASS for those functions and responsibilities is supported by appropriate monitoring, reporting and escalation
- iii) To make arrangements to ensure that Council staff who are seconded to the Trust are appropriately and effectively managed, supported and led and that they maintain both a strong connection with mental health care professionals in the context of an integrated service and also with the Council as their employer.
- iv) To make arrangements to ensure that the professional standards of social work practice, and the working culture of social workers seconded to the Trust is consistently of the highest standard and represents best practice at all times and that the Council and the Trust co-operate effectively in providing leadership to social care practitioners
- v) Specifically, to delegate health and social care-related functions and duties under the Care Act 2014 to the Trust so that it can effectively provide high quality, Integrated Mental Health and Social Care Services to residents in fulfilment of its relevant responsibilities and duties
- vi) To ensure that no decision about resources (including finance, staffing and buildings) that has an implication or impact on another Party is made without consultation and engagement with all Parties in order to avoid unintended or unplanned consequences.

e) Benefits arising from the Agreement

The Parties to this Agreement intend to work together to secure benefits to the people who are ordinarily residents of Trafford and to the Parties themselves through the Parties' complementary capabilities and through their shared commitment to improve the health and wellbeing of those people who are ordinarily Trafford residents. The specific benefits that this Agreement seeks to deliver are as follows:

- i) The provision of well-co-ordinated, Integrated Health and Social Care Services for eligible members of the community who have severe mental health needs, such that there is no duplication of process, no unnecessary handoffs or avoidable referrals and that residents experience mental health care between health and social care professionals as seamless
- ii) The achievement of optimised value from joint resources, arising from single line management arrangements for health and social care staff in community mental health settings, the streamlining of processes including assessment and care management, recruitment, and the most efficient use of estates and facilities
- iii) The provision of mental health services based a balanced, and evidence-based approach between different concepts and models such that biological, psychological, social and emotional needs of mental health residents are recognised and addressed in a holistic and comprehensive manner
- iv) The streamlining and simplification of services for residents, carers and referrers such that access to mental health and social care services is through joint gateways and access points and unnecessary or duplicated referrals are avoided and residents and carers have clarity on access arrangements at all times

f) Future ambitions

The Parties to this Agreement confirm their shared ambitions to extend and deepen joint work between the Council, NHS Trafford Clinical Commissioning Group and NHS mental health services. Over time, all Parties to this Agreement aim to consider and where agreed, design and implement the following arrangements:

- i) Pooled funds for commissioning and provision of mental health and social care services
- ii) A single digital care record system
- iii) Fully integrated arrangements for public services at neighbourhood level

These ambitions are the Parties' expression of aspirations at the Commencement Date and do not form a contractual commitment to further them.

4. FUNCTIONS OF THE COUNCIL DELEGATED TO THE TRUST

a) Health-related functions

Pursuant to the terms of this Agreement the Council hereby delegates to the Trust the exercise of the following functions:

- (a) the functions specified in Schedule 1 to the Local Authorities Social Services Act 1970 except for functions under
 - (i) sections 22, 23(3), 26(2) to (4), 43, 45 and 49 of the National Assistance Act 1948
 - (ii) sections 6 and 7B of the Local Authorities Social Services Act 1970;
 - (iii) sections 114 and 115 of the Mental Health Act 1983 as amended;
 - (iv) the Registered Homes Act 1984(4); and
- (b) the functions under sections 5, 7 or 8 of the Disabled Persons (Services, Consultation and Representation) Act 1986 except in so far as they assign functions to a local authority in their capacity of a local education authority;

5. DUTIES UNDER THE CARE ACT 2014

a) Co-operation with partners

The Care Act 2014 confers a duty on the Council to co-operate with other partners when exercising any respective functions that are relevant to health and social care. The Care Act 2014 does not confer any additional functions, e.g., which could be delegated to the Trust under a section 75 Agreement (see section 4). This Agreement is a component of the Council's strategy to fulfil the requirement of the Care Act 2014 to co-operate with other partners, specifically in this case to co-operate with the Trust in the provision of Integrated Mental Health and Social Care Services for eligible adults.

The aim of co-operation with the Trust is consistent with the aims of co-operation set out in the Care Act 2014, namely:

- i) promoting the wellbeing of adults with mental health needs needing care and support of carers who meet the terms of the Eligibility Criteria (Schedule 1)
- ii) prevent the deterioration of residents' needs and the escalation of demand for more intensive or costly services
- iii) ensure timely assessment and service response, avoiding delays for the provision of care and support
- iv) ensure appropriate liaison and communication with Trafford Children's Services to support eligible adults with mental health needs who have parental responsibilities or who about to acquire such responsibilities
- v) improving the quality of care and support for eligible adults with mental health needs and support for carers (including the achievement of outcomes for people from such provision)

- vi) planning the transition from children's to adults' mental health services, which includes ensuring appropriate mental health input to Education and Health Care Plans (EHCPs) and to the implementation of the Preparing for Adulthood Protocol (Schedule 13)
- vii) protecting adults with care and support needs in relation to mental health who are currently experiencing or at risk of abuse or neglect and undertaking inquiries under section 42 of the Care Act 2014 when required to do so by the Council, and completing the inquiry within 10 working days (unless urgent circumstances require a faster response); and ensuring where appropriate the completion and implementation of an appropriate protection plan as specified by the Trafford Safeguarding Adults Policy and Procedure (Schedule 14)
- viii) identifying and widely disseminating lessons to be learned from cases where adults with needs for care and support in relation to mental health have experienced serious abuse or neglect and embedding learning into practice
- ix) Undertaking or contributing in a timely and efficient manner to Safeguarding Adults Reviews (SARs) as required by section 44 of the Care Act 2014, as directed by the Council through the Safeguarding Adults Board where the thresholds for a SAR are met, reporting appropriate on the findings of reviews and widely disseminating learning amongst mental health professionals and others as relevant

b) Importance of the Care Act 2014 to the Trust's integrated mental health and social care provision

The Care Act 2014 provides fundamental shape, direction and purpose to the work of a Council in providing social care whether directly or through a partner. The Council requires under the terms of this Agreement that

- i) The Council of Governors, the Board and staff of the Trust are fully cognisant of the requirements of the Care Act 2014 and are supported in acquiring the relevant knowledge by training and access to advice and guidance. Appropriate and relevant training on the Care Act 2014 to mental health services in Trafford is offered by the Council to Trafford's mental health services under this Agreement (Schedule 9)
- ii) The leaders (professional and managerial) of the Integrated Mental Health and Social Care Service in Trafford must have a full understanding of the Care Act 2014 as it relates to the provision of services for adults with mental health needs and their carers. Leaders of the service in Trafford, whether employed by the Trust or seconded from the Council, should be able to train, advise and coach all staff within the service on the application of the Care Act 2014 and on the actions necessary to fulfil the Council's obligations under the Care Act 2014.

c) Specific requirements of the Trust under the Care Act 2014

Pursuant to the terms of this Agreement the Council hereby delegates to the Trust the exercise of the following functions:

- i) Undertake s.42 enquiries and ensure the implementation of protection plans/ and/or provide feedback from completed enquiries within 10 working days
- ii) Where appropriate, apply s.44 criteria and take appropriate action as a result (safeguarding adults reviews)
- iii) Conduct assessments under s.9 of the Care Act 2014 for all adults referred into the Trust's mental health services to determine eligibility for care under the Care Act 2014
- iv) Create person-centred support plans under s.24 of Care Act 2014 for all eligible adults (it is acknowledged by the Parties that assessments under s.25 (carers) are undertaken by Trafford Carers Centre)
- v) Conduct a review of all eligible adults as a minimum annually and sooner or when a change, or likely change, in social circumstances is reported or identified
- vi) Provide advice and guidance to residents and relevant professionals on the application of, and rights under, the Care Act 2014
- vii) Ensure at all times that the Care Act 2014 principles of reducing, preventing and delaying need are applied including through ensuring attendance at specific meetings including but not limited to (on the Commencement Date) the Daily Risk Meeting, Channel Panel (under the Prevent Programme), Multi-Agency Risk Assessment Conferences (MARAC), and the emergency duty team handover
- viii) Ensure that the Council's Emergency Duty Team is supported to focus exclusively on emergency work, i.e., on-going work being managed by community mental health services shall not be transferred to EDT unless exceptional circumstances apply. The Council confirms that the arrangements for EDT are subject to a review and a variation to this clause may be proposed in due course.

d) Care Act 2014 amendments 2020

Any proposal to step down from the provisions of the Care Act 2014 by virtue of amendments to the Care Act 2014 made by Schedule 12 of the Coronavirus Act 2020 and/or the updated 2020 Guidance to the Care Act 2014, (i.e., to use easements) must be approved by the Council through the Council's Principal Social Worker prior to being enacted.

The Council and the Trust shall promote a culture of compliance with the Mental Health Act 1983 (as amended 2007) at all times and the Council may from time to time

undertake an audit of compliance the scope of which may include the application of the Mental Health Act, the quality of services provided to those residents who are subject to the Mental Health Act and the reporting and monitoring of arrangements made under the Mental Health Act.

All internal and external auditors and all other persons authorised by the Council and/or Trust will be given the right of access by them to any document, information or explanation they require from any employee, and/or representative of either Council or Trust in order to carry out their duties. This right is not limited to information or records which relate to the application of the Mental Health Act 1983 (as amended 2007) and applies equally to premises or equipment used in connection with this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.

6. DUTIES UNDER THE MENTAL HEALTH ACT 1983 (as amended 2007)

Under section 4 of this Agreement, the Council has delegated to the Trust its health-related functions pursuant to section 114 and 115 of the Mental Health Act 1983 (as amended 2007), i.e., the approval of mental health professionals and courses, power to enter premises.

The Council delegates to the Trust the functions and responsibility of appointing Approved Mental Health Professionals and maintaining a daytime rota of such professionals as required by the Mental Health Act 1983 (as amended 2007). The daytime rota shall include those staff appointed by the Council who are warranted under the Mental Health Act 1983 (as amended 2007) but who are not employed by the Council.

The Trust shall undertake regular reviews, on behalf of the Council, of continued eligibility for care and services under section 117 of the Mental Health Act 1983 (as amended 2007). The Council will maintain a register of all adults subject to section 117.

a) Audit and verification

The Council and the Trust shall promote a culture of compliance with the Mental Health Act 1983 (as amended 2007) at all times and the Council may from time to time undertaken an audit of compliance whose scope may include the application of the Mental Health Act, the quality of services provided to those residents who are subject to the Mental Health Act and the reporting and monitoring of arrangements made under the Mental Health Act.

All internal and external auditors and all other persons authorised by the Council and/or Trust will be given the right of access by them to any document, information or explanation they require from any employee, and/or representative of either Council or Trust in order to carry out their duties. This right is not limited to information or records which relate to the application of the Mental Health Act 1983 (as amended 2007) and applies equally to premises or equipment used in connection with this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.

7. STAFFING

a) Introduction

The Council shall second appropriately qualified and experienced staff to the Trust from its workforce to undertake agreed duties in the context of integrated mental health teams. Such seconded staff shall be managed by the Trust as part of Trafford's Integrated Mental Health and Social Care Service and at all times shall be treated as full members of the integrated services.

The Council delegates to the Trust the responsibility for selecting new staff to fill vacant positions on behalf of the Council subject to the Budget allocation for staffing and to the Council's Business Case Process. The Trust shall ensure that all staff undertake appropriate training including induction training and continuing professional development, and that all staff are supervised and appraised in line with the Council's Policies and requirements set out in the Schedules to this Agreement and any modifications to the same.

The Council delegates to the Trust the responsibility for the day-to-day management of all staff seconded to it, on behalf of the Council. The Trust shall comply with all employee-related legislation, both primary and secondary, and shall respond proactively to matters of good employee practice in all respects and shall apply the Council's Policies and Procedures in relation to seconded staff. Support and advice shall be provided from the Council's HR Department.

b) Staffing establishment

Schedule 6 sets out the Staffing Establishment and Structure on the Commencement Date of this Agreement. Schedule 6 specifies which posts are established on a permanent basis and which on a fixed-term basis (e.g., funded non-recurrently). Schedule 6 also specifies which posts are currently filled (and on what basis, e.g., on acting, interim or permanent bases) and which are vacant at the Commencement Date.

The Council delegates to the Trust the ability to deploy staff within the staffing establishment in the manner which the Trust judges is best suited to fulfilling the requirements of this Agreement and in providing a high quality mental health service for eligible adults, subject to the conditions set out below. This means that the Trust may, subject to the conditions set out below:

- i) vary the staffing structure (e.g., change reporting and line management arrangements)
- ii) vary the skill mix
- iii) re-locate teams and seconded staff members within Trafford

c) Conditions relating to any change to the Staffing Establishment

The following conditions must be adhered to in respect of any changes to the Staffing Establishment and Structure (save for the exception made to the post of principal social worker as provided at section 9 b of this Agreement):

- i) Any proposed changes to the Staffing Establishment must be referred to the Director of Adult Social Services and NHS Commissioners for consultation along with before the preparation of a business case.
- ii) A business case which sets out the rationale for any material change and its financial, staffing and leadership implications, together with an impact assessment of its likely effect on the maintenance of professional social work standards and clinical professional standards, should be provided to the Council and to NHS commissioners
- iii) Trafford Council's Organisational Change Policy and Procedure (Schedule 8) must be followed at all times
- iv) Full engagement with staff side organisations and representatives must be maintained as required by the Organisational Change Policy
- v) Resources committed to the Staffing Establishment by the Council may not be diverted, used to fulfil Trust savings targets, reduced or used for any purpose other than the purposes set out in this Agreement;
- vi) The Trust may not under any circumstances unilaterally reduce or change the terms and conditions offered within any individual's contract of employment
- vii) The Trust must ensure that a suitably qualified and experienced person fills the post of Head of Professional Social Work/Principal Social Worker for mental health at all times, whether by a permanent or temporary employee, so as to ensure day to day professional accountability to the Director of Adult Social Services

d) Selection of staff

The Trust may recruit and select staff to fill vacancies within the Staffing Establishment, pursuant to the Council's Recruitment and Selection Policy and Procedure (Schedule 7) and following submission of a business case to the Council. The Trust must ensure that the Council's obligations under the Equality Act 2010 are fully met in respect of all recruitment and selection and that equalities monitoring is completed following every recruitment exercise in order to provide assurance to the Council of the Trust's approach to equality and diversity.

Council officers, who are not seconded to the Trust, may be asked by the Trust to take part in interviews and other selection processes, e.g., where a senior post is the subject of recruitment.

The Trust must ensure that all pre-employment checks, including appropriate Disclosure and Barring Services checks are undertaken on all staff, as specified by

the Council's Recruitment and Selection Policy and Procedure. Advice from the Council's HR Service will be available to Trust recruiters in the event of queries or uncertainties regarding any aspect of recruitment and selection (Schedule 9).

e) Training of staff

All staff who are recruited to the Council and seconded to the Trust under this Agreement must complete the induction programme provided by the Trust supplemented by any modules within the Council's induction programme that are not included in the Trust's programme. Access to the Council's induction training programme shall be made available at agreed locations for new staff (Schedule 9). Completing the induction training programme(s) shall always be considered part of an employee's contract of employment and employees will always be paid at their appropriate salary rate for completing the induction training.

All Council staff who are seconded to the Trust under this Agreement must complete the Trust's mandatory annual training programme as well as any other elements of the Council's mandatory annual training programme which are not included in the programme of the Trust. Compliance must be recorded on the Council's digital training record. Access to the training via the Council's intranet shall be made available at agreed locations for all staff (Schedule 9).

All Council staff who are seconded to the Trust must have a personalised annual training and development plan (which includes the Council's EPIC check-in) to enable them to retain and develop their appropriate professional competencies and/or other necessary knowledge and skills required successfully and effectively to undertake their work. Personal annual training and development plans should be completed as specified in the Council's training and development policy and procedure (Schedule 7).

All Council staff who are seconded to the Trust must be able to access training and professional development fairly and on an equalities basis, in fulfilment of the Council's obligations under the Equality Act 2010. Access to training will be monitored by the Trust on the basis of the protected characteristics of the Equality Act and reported on a regular basis to the Council.

The Council will provide access to training for Approved Mental Health Professionals including training provided by the Council's Emergency Duty Team (Schedule 9).

f) Supervision and appraisal

Effective professional and managerial supervision, together with regular appraisal, is essential to the support of staff, the continuous development of quality and effectiveness and the formation of well-functioning teams. All members of the Council's staff who are seconded to the Trust under this Agreement must be provided with supervision (managerial and where appropriate, professional) supervision and at least annual appraisal in line with the requirements of the Council's Supervision and Appraisal Policy and Procedure (Schedule 7) conducted by managers within the Trust.

Application of the Council's Grievance and Disciplinary Procedures for seconded staff will be undertaken by the Trust with advice from the Council's HR Service advisors (Schedule 9).

g) Professional accountability

All Council staff seconded to the Trust remain professionally accountable to the Council (through lead social work professional to the Director of Adult Social Services). This means that, inter alia, the DASS must be assured by the Trust through reporting to the Joint DASS Assurance Committee of the following:

- i) That all professional staff meet the specified professional and regulatory standards, as applicable, for professional social work practice
- ii) That all staff meet the standards expected of them by the relevant and applicable code of practice or code of conduct
- iii) That all professional training and development required for fulfilment of duties and responsibilities is up to date and complete
- iv) That all professional staff remain registered, and in good standing, with Social Work England or the Health and Professions Council as required

Data to be supplied by the Trust to the Council shall provide assurance in each of these areas and forms part of the Monitoring Requirements set out in Schedule 2.

h) Standards of conduct and professional practice

This Agreement requires that all Council staff seconded to the Trust shall adhere at all times to the relevant codes of practice from time to time issued by the relevant regulatory bodies and authorities. At the Commencement Date the relevant codes of practice are:

- i) Code of Practice, Mental Capacity Act 2005
- ii) Code of Practice, Mental Health Act 1983 as amended (2007)
- iii) Trafford Council's code of conduct for employees
- iv) Professional standards code of Social Work England (9 April 2020)
- v) Standards of conduct, performance and ethics (Health and Professions Council, January 2016)
- vi) Ethical Framework for Adult Social Care (Department of Health and Social Care, 2020)
- vii) The seven principles of public life ('Nolan' Standards), May 1995

Amendments may be made to these codes of practice and/or other relevant codes published. The Council expects the Trust to remain abreast of any such changes in law, guidance and procedure and to ensure adherence to relevant revised or additional publications.

i) Communication with Council as employer

Council staff seconded to the Trust under this Agreement remain Council employees and need to retain a sense of 'belonging' to the Council as well as to the integrated mental health and social care teams of which they are a part. The Council commits under this Agreement specifically to:

- i) Ensure staff seconded to the Trust are sent all relevant staff communications and email broadcasts from the Council
- ii) Make all relevant training and development opportunities open to seconded staff
- iii) Ensure that an agreed cohort of seconded staff are included in all relevant development and cultural change programmes
- iv) Are eligible to be entered for staff awards and are included in staff surveys and consultations
- v) Are routinely invited to whole staff events
- vi) Are routinely invited to quarterly social work forums
- vii) Ensure staff seconded to the Trust should be able to receive Council email via their Trust email
- viii) Are visited by senior Council officers and Elected Members no less frequently than other teams and departments in the Council
- ix) Are able to access the Council's staff health and wellbeing support services on the same basis as non-seconded staff

The Trust commits under this Agreement to support seconded staff in maintaining communication and connection with the Council, e.g., by facilitating attendance at whole staff events run by the Council.

j) IT arrangements and reporting systems

The Council and the Trust share a joint ambition to identify, procure and deploy a single digital system which supports all relevant reporting to both organisations which provides a comprehensive means of recording assessment and care planning and of event and activity scheduling.

At the Commencement Date, the Council and Trust acknowledge that the ambition of a single digital system has not yet been achieved and that staff seconded from the

Council to the Trust are primarily required to use the Trust's clinical information and administrative system PARIS. PARIS is the digital care records management system and integrated clinical record and Council staff seconded to the Trust shall use this system for integrated care management recording and scheduling. Training shall be available to seconded staff who need, in addition, to use Council's digital systems (Liquid Logic) as required (Schedule 9).

The requirements for use of the Trust's system, PARIS, is set out in the Trust's Care Recording Policy and Procedure

Liquid Logic shall be used by nominated members of staff for placement records. The requirements for use of the Council's system, Liquid Logic, is set out in the Council's digital records policy and procedure. These policies and procedures can be found at Schedule 10. The Council's digital HR system shall also be used by nominated members of staff for HR recording including absence and training records.

The Council commits to ensure that all Council staff seconded to the Trust who use Liquid Logic and the Council's HR system shall have access to the Council's IT helpdesk on the same terms as all other Council staff, when using the Council's digital systems. The Trust commits to ensure that all Council staff seconded to the Trust equally have access to the Trust's IT helpdesk, when using the Trust's digital systems.

In pursuit of the Parties' shared ambition to establish a single digital assessment, care management and recording system, the Council and the Trust agree actively to promote an interim arrangement whereby staffing accessing either current information system (PARIS and Liquid Logic) can access information held on the other, corresponding, system by virtue of appropriate digital technology underpinned by an appropriate Information Sharing Agreement (Schedule 4).

i) Telephony and mobile access

All seconded staff who require access to mobile telephony and/or other relevant and appropriate digital devices (e.g., tablets) shall be provided by the Trust with an appropriate mobile telephone that meets the relevant digital security standards.

k) Access to legal advice for cases

The Council and Trust recognise that access to timely, expert legal advice is necessary for the effective provision of high quality social care services for eligible adults with mental health needs and to ensure that the Council and its staff act always in a manner consistent with the law. Legal advice may be required from time to time in respect of both the Mental Health Act 1983 (2007) and the Care Act 2014.

The Council commits under this Agreement to make available to Council staff and to all Approved Mental Health Professionals round-the-clock availability for professional advice from a trained, qualified, experienced and appropriately regulated lawyer in respect of both the Mental Health Act 1983 (2007) and the Care Act 2014 insofar as this Agreement delegates to the Trust responsibilities under both of these Acts.

Office hour legal services are supplied by the Council's legal service. Out of hours legal services are provided on the Council's behalf by Weightmans LLP whose cover and contact details are as follows:

Monday-Friday: 5pm until 8.30am
Weekend and Bank Holidays: 24 hours
Contact: 0800 302 9259.

Where appropriate and sanctioned by advising solicitors the details of advice may be made available to all professional staff and will form part of the operational policy for Approved Mental Health Professionals (AMPHs) both those employed by the Council and seconded to the Trust and those who are employed by a Third Party (e.g., the Trust) but who are undertaking duties on behalf of the Council.

l) Estates and facilities

Buildings owned and/or managed by the Council and from which the Trust will provide Services under this Agreement are listed in Schedule 1. Those buildings in the ownership of the Council will remain in the ownership of the Council unless the Council sells or transfers the ownership in accordance with the relevant statute and guidance. The Council, as landlord, will be responsible for the maintenance and upkeep of the buildings it owns which are used to provide Services under this Agreement. This includes all matters relating to access under the Equality Act 2010 and all matters relating to health and safety.

m) Equality Act 2010 responsibilities in relation to staff

The Trust will fulfil on the Council's behalf all of its obligations under the Equality Act 2010 in respect of all aspects of staffing including, but not limited to:

- i) Recruitment and selection
- ii) Training and development
- iii) Supervision and appraisal
- iv) Standards of conduct and professional practice, and the application of Grievance and Disciplinary procedures undertaken by the Trust on behalf of the Council with advice from the Council's HR advisors
- v) Access to resources including IT and legal advice

The Trust must keep records in relation to the protected characteristics of staff in relation to i) to iv) of the list above and must provide a regular (quarterly) monitoring report to the Council as specified in Schedule 2 to provide the Council with assurance in relation to its obligations under the Equality Act 2010.

8. CONFLICTS OF INTEREST

All Council staff seconded to the Trust must adhere to the Council's Employee's Code of Conduct, including its provisions in respect of Conflicts of Interest.

Council staff seconded to the Trust must notify the Head of Operations on behalf of the Council of:

- i) Interests that they consider could bring about a conflict with the Council's interests
- ii) any financial interests which could conflict with the Council's interests

Council staff seconded to the Trust must notify the Head of Operations on behalf of the Council or the Monitoring Officer (as appropriate) of:

- iii) their membership of any organisation not open to the public without formal membership and commitment of allegiance and which has secrecy about rules or membership or conduct (e.g., Masonic lodges)

9. MANAGEMENT AND LEADERSHIP

a) Introduction

Effective leadership and management of the Council's seconded staff in the context of an integrated mental health service is essential for the effective provision of mental health services and for the fulfilment of the terms of this Agreement. Leadership helps create the conditions for person-centred service provision which focuses on residents' and carers' abilities and individual assets which make optimal use of all community assets and services that promote well-being and prevent the escalation of mental health and associated needs.

b) Specific requirements

The Council expects and requires the Trust under this Agreement to ensure that its seconded staff are appropriately, effectively and purposefully led and managed and that, specifically:

- i) The Trust employs a Head of Operations at an appropriate grade who is responsible for the provision of the services specified by this Agreement and whom the Council holds accountable for the fulfilment of the Agreement.
- ii) The Head of Operations shall prepare an annual plan for the services and this shall be presented for approval to the Joint DASS Assurance Committee no later 28 February each year.
- iii) The Trust ensures that the post of Principal Social Worker (Mental Health) is always filled and is not removed from the staffing establishment
- iv) The Trust ensures that action is taken from the Commencement Date to strengthen and make more visible the social work leadership within the Trafford division of the Trust.

- v) The Care Quality Commission standards in relation to leadership (currently described as 'well-led' standards) or any replacement standards are followed at all times
- vi) Staff in a leadership position amongst or over Council staff seconded to the Trust have access to appropriate training and professional development in management and leadership, coaching and peer support as required and access to training which enables a full understanding of the statutory requirements which govern the role of social workers.
- vii) That staff in leadership positions on behalf of the Council have regular access to their peers amongst other Council staff, including adult social care staff, for the purpose of mutual support and learning

10. DUTIES UNDER THE DATA PROTECTION ACT 2018 INCLUDING INFORMATION SHARING

a) Adherence to policies and procedures (data protection and confidentiality)

The Trust shall ensure that all staff seconded to it from the Council fully adhere at all times to the Trust's obligations under the Data Protection Act 2018, and the Trust's commitments in its policies and procedures on:

- i) Confidentiality and privacy
- ii) Information governance
- iii) Information security including cyber security
- iv) Records retention policy
- v) Access to records

All staff seconded from the Council shall be fully familiar with the complementary data protection, confidentiality and security requirements, policies and procedures of the Trust including the procedures listed above and also:

- vi) Caldicott principles, policy and procedures

All seconded staff shall complete their induction and annual mandatory training programme including training in information governance, data security and confidentiality.

b) Information (data) sharing

The Council and Trust shall enter into an Information and Data Sharing Agreement & Protocol on or before the Commencement Date that shall be incorporated and form part of this Agreement governing the sharing of information in relation to residents

including carers receiving services from the Integrated Mental Health and Social Care Service. The information sharing agreement shall specify the obligations and duties on both Parties and these shall be fulfilled at all times. The information sharing agreement shall be reviewed at the frequency specified in this Agreement.

The Information and Data Sharing Agreement shall set out the legal basis on which the Parties may share information about staff responsible for providing the Council Services and Trust Services under this Agreement.

The Information and Data Sharing Agreement and Protocol shall be accompanied by a Data Protection Impact Assessment.

The form of the Information and Data Sharing Agreement and Protocol is contained in Schedule 4.

11. ESTATES AND FACILITIES

The Council and the Trust hereby confirm their intention to use best endeavours to develop and establish an integrated community mental health and social care teams on a co-located basis as soon as this can be achieved. Co-location will support the development of integrated neighbourhood teams and will help ensure effective mental health contributions to the wider multi-disciplinary teams being developed across Trafford under the Local Care Organisation arrangements. Details of neighbourhood arrangements are to be developed (Schedule 16).

12. BUDGET SETTING AND BUDGET MANAGEMENT AND MONITORING

a) Introduction

On or before 30 September each year the Council shall confirm the outcomes required from the operation of this Agreement for the forthcoming year commencing 1 April and the Annual Budget available to deliver its health and social care-related functions for the forthcoming year to fulfil the provisions of this Agreement. The Budget shall include the direct costs of:

- i) Seconded staff including on-costs
- ii) Training and development costs
- iii) Digital costs
- iv) Office equipment maintenance and renewal costs
- v) Placement (care) costs
- vi) Other direct costs to be reimbursed to the Trust

For the avoidance of doubt this Budget is not transferred to the Trust but held and managed by the Council. The Council shall also provide services and facilities to the Trust and to seconded staff which shall not form part of the Budget provided to the

Trust but which shall be included in the Council's contribution to the provision of an Integrated Mental Health and Social Care Service. These indirect costs services and facilities include the following:

- i) Professional indemnity, employers' and public liability insurance
- ii) Specialist HR advice
- iii) Specialist legal advice in respect of individual cases
- iv) Payroll costs

b) Budget setting for the next year

The Trust shall consider the Council's outcomes requirements and the planned Annual Budget for the forthcoming year and may make proposals to the Council for the changes to the proposed Budget, e.g., to meet changing levels of demand. The Council shall consider the Trust's proposals and then issue a final Budget and set of required outcomes that shall be notified to the Trust by no later than 31 October each year, for the forthcoming financial year which commences on the following 1 April.

In the event of any slippage to this timetable both Parties must either

- i) Agree to a revised timetable
- ii) Agree to maintain the existing arrangements until a final Budget and required outcomes is issued by the Council
- iii) Agree to terminate this Agreement pursuant to its termination provisions.

c) Changes to the current year's Budget

Proposals for changes to the current year's Budget may be made by the Trust to the Council not later than 31 December in each year. The Council will consider proposals made by the Trust for changes to the current year's Budget and provide its response within 28 days.

d) Management of financial risk

The Council expects the Trust to take a proactive approach to the management of financial risk on the Council's behalf.

Any commitments to expenditure on placements or care packages made by the Trust on the Council's behalf which have not followed the Council's procedure (Schedule 5) shall be funded by the Trust until such time as an appropriate review has been undertaken.

Risks in relation to cost pressures must be reported to the Council via the reporting arrangements at Schedule 2 and the scale of risk made clear according to the agreed risk assessment rating.

e) Capital expenditure

The Council's Annual Budget for the provision of services under this Agreement shall contain an element of capital for the purchase of digital equipment and office equipment.

Where the Trust requires access to capital funds, e.g., for estates, these shall be subject to separate negotiations with the Council outside of the terms of this Agreement. Any request by the Trust for capital funds must be made to the Council by 30 November in the year preceding the year in which the funds, if granted, will be spent.

f) Value added tax (VAT)

The Council accepts no liability for any Value Added Tax incurred by the Trust in the fulfilment of the terms of this Agreement.

g) Charging for care

Residents and their carers receiving services from the Trafford community mental health and social care services receive social care services on the same basis as all other residents, namely that they are subject to charges for care where the criteria and procedures set out in the Care Act 2014 are met and followed.

Staff seconded from the Council to the Trust are expected and required by this Agreement to be supported by the Trust to:

- i) Ensure that they are fully familiar with the Council's policies and procedures in respect of charging for care, including understanding of the arrangements of those exempt from charging (e.g., those residents receiving services under section 117 and including those whose are subject to the joint Council and CCG Integrated Mental Health and Disability (IMHaD) funding arrangements.
- ii) Ensure that they inform and advise residents likely to be charged for their care of the implications of charging, the procedures to be followed, their rights and obligations and their access to advice and support and to ensure that the conversations are documented in contemporaneous electronic case records.
- iii) Undertake the required assessments and complete the appropriate reports (e.g., the panel tracker) and submissions where required, or ensure that appropriate trained and qualified staff undertake assessments as required
- iv) Monitor and re-assess all residents as required by the policy and procedure, e.g., to identify and assess any changes of circumstances

- v) Routinely assess and review eligibility for support under s117 of the Mental Health Act 1983 (2007) in conjunction with the relevant multi-disciplinary team and ensure that any changes are appropriately recorded on the electronic case record
- vi) Ensure that all records relating to charging for care are completed in a timely manner and are comprehensive and complete: all anticipated costs must be recorded on Liquid Logic within 28 days of an assessment and before financial commitments are made
- vii) The appropriate management of packages of care, e.g., those funded under NHS continuing healthcare or NHS complex care packages arrangements, for residents who are in transition from young people's mental health services to adult services such that appropriate financial assessments are made in a timely manner and that arrangements for on-going care are not delayed

The Trust will ensure all staff seconded from the Council under this Agreement have access to specialist advice, training and support to enable them to implement the Council's policies and procedures in respect of charging for care consistently and fairly.

h) Liabilities, insurance and indemnity

For the avoidance of doubt, the provisions of this section apply from the Commencement Date of this Agreement.

If the Council or the Trust ('first Party') incurs a loss arising out of or in connection with this Agreement as a consequence of any act or omission of the other Party to the Agreement which constitutes negligence, fraud or a breach of contract in relation to this Agreement or any services contract then the other Party shall be liable to the first Party for that loss and shall indemnify the first Party accordingly.

This provision, set out in the paragraph above, shall only apply to the extent that the acts or omissions of the other Party contributed to the relevant loss. Furthermore, it shall not apply if such act or omission occurred as a consequence of the other Party acting in accordance with the instructions or requests of the first Party or the Joint DASS Assurance Committee.

In the event of a claim being made arising under this section of the Agreement, the Parties agree to ensure that they communicate between themselves in a timely manner so as to ensure the earliest notice of potential risk and liability for individual Parties. All Parties to this Agreement shall act with openness and transparency towards the others at all times.

Each Party shall ensure that they maintain policies of insurance (or equivalent arrangements through schemes operated by NHS Resolution) in respect of all potential liabilities arising from this Agreement and in the event of losses shall seek to recover such loss through the relevant policy of insurance or equivalent arrangement. Employers' and public liability insurance must each provide cover for a minimum of £10m.

Each Party must, on request by the other, provide documentary evidence of their insurance or equivalent arrangements.

Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which one Party is entitled to bring a claim against the other pursuant to this Agreement.

Each Party confirms that, in seconding staff from the Council to the Trust there is no intention of transferring undertakings such as would fall under the arrangements of the Transfer of Undertakings (Protection of Employment) Regulations 2006. Each Party confirms that in enabling staff employed to by the Trust to undertake the functions of the Council delegated under this Agreement, there is also no intention of transferring undertakings such as would fall under the arrangements of the Transfer of Undertakings (Protection of Employment) Regulations 2006.

Each Party confirms that, in the event of a claim being brought against either the Trust or the Council in respect of TUPE, the Party which employs the member(s) of staff at the time of the claim (the 'transferor') shall bear any costs arising from a successful claim, e.g., in relation to pension contributions.

i) Commissioning packages of care

The Council delegates to the Trust under this Agreement responsibility for commissioning care packages for eligible adults with mental health needs within agreed limits as part of the Integrated Mental Health and Social Care Service. Care packages may take a variety of forms depending on the needs of the client and the availability of appropriate services to meet those needs. In every case however, the following steps must be completed as appropriate:

- i) All care packages should be designed and delivered on the basis of utilising and strengthening the assets of the resident for whom they are provided, both their own personal strengths and interests and also the concrete and relationship assets of their community.
- ii) The commissioning of care packages should be consistent with the commissioning frameworks developed by Council and NHS commissioners and consultation with relevant commissioners should be undertaken where appropriate
- iii) All care packages should optimise the use of digital and other technological facilities where this is appropriate for the resident
- iv) Care packages may be commissioned by appropriately qualified, trained and experienced Council staff seconded to the Trust where a resident is assessed as eligible for care services and the Trust has, on behalf of the Council, the legal power to provide the service.
- v) Care packages must be developed in accordance with the principles of the Care Act 2014 (and any amendments to this Act which postdate the Commencement

Date), and in accord with the policies and procedures of the Council. Care packages should always be person-centred and support the use and development of residents' skills, abilities and assets and should maximise residents' independence and wellbeing by seeking to reduce deterioration or escalation in residents' needs.

- vi) Care packages must be commissioned in accordance with the Council's policies and procedures and, where relevant, the policies and procedures of NHS Trafford CCG, and must be consistent with the arrangements for care co-ordination in operation at the time. All care packages must be approved by the Principal Social Worker or their nominated deputy and this approval must be recorded on the Council's electronic care recording system, prior to submission to the Council's placements and care packages panel
- vii) Care packages including spot purchases must be supplied by appropriately qualified, experienced and regulated providers which have been accepted and registered on the Council's list of approved providers or which fulfil the Council's criteria to be registered and are so registered following contract award. No placement or care package may be made with a provider that is not already on, or appropriate to be added to, the Council's list of approved providers.
- viii) Care packages must be recorded on the Council's digital care management system, Liquid Logic, and details of the care being provided must be kept accurate and up to date in line with the Council's care management records policy and procedure.
- ix) Reviews and reassessments of residents' care packages must be undertaken as specified by the Council's care management policy and procedure or when a material change in need is reported or identified.
- x) Care packages must fulfil the quality standards required by the Council in relation to packages of care, together with other appropriate regulatory standards. Quality audits of care packages may be undertaken by the Council at any time and the Trust should co-operate with any such audit under the same terms as a financial audit (see section 11 i) above).
- xi) When a care package ends, e.g., when a resident no longer requires the services purchased under the care package, the Trust will ensure that prompt action is taken to close the care package on the care management system and to cease payments by the Council to the provider(s).
- xii) Care packages up to a value of £850 per week may be commissioned on the Council's behalf by the Trust; care packages above this value must be authorised by the Council's Principal Social Worker

The Council encourages the uptake of personal health budgets (direct payments) for all residents in receipt of a care package and where a resident is assessed as having capacity to manage such a personal health budget. Where a personal budget is

agreed with a resident to be an appropriate means to commission a care package, the following steps will apply:

- i) Council staff seconded to the Trust and/or other members of the Integrated Mental Health and Social Care Service will ensure that the resident understands the arrangements for using a personal budget, including the opportunities, benefits and responsibilities
- ii) Staff will ensure that residents using a personal budget have access to advice, information and support to ensure that their care package is successful and that its use contributes to their wellbeing and independence, and that it is used in a manner that is fully consistent with the relevant law, standards and guidance
- iii) Staff will ensure that care packages commissioned under a personal budget are reviewed on the basis specified within the Council's care management policy and procedures, and that this review is led by the resident themselves

j) Review of care packages and assurance of best value

Care packages shall be reviewed on a regular basis to ensure that they continue to meet residents' needs, are of the appropriate high quality, provide value for money, and are effective in promoting independence and well-being and preventing deterioration and escalation in needs. The regularity of the review shall be determined by the individual circumstances of the resident but the following minimum standards shall apply in all cases:

- i) For non-residential care packages, a review must be undertaken at least every 12 months
- ii) For residential care packages, a review must be undertaken every 12 months
- iii) All care packages shall achieve best value by ensuring that the following criteria are applied in each case:
- iv) All providers must be drawn from the Council's approved provider list when this has been agreed; providers who meet the Council's criteria for inclusion on the list may be added to the list following contract award. Gaps in the provider market should be communicated to the Council and will inform the Council's mental health commissioning strategy.
- v) All costs relating to residential care, nursing and home care must be within the Council's published current fee range, as advised by the Council to the Trust from time to time
- vi) All providers must meet the specified quality standards set out in the care plan and contract

The Council reserves the right under this Agreement to conduct reviews and audits of care packages commissioned by the Trust on its behalf. The Trust must ensure full access to information and staff, as set out at Section 11 i) above.

13.COMPLAINTS FROM RESIDENTS USING MENTAL HEALTH SERVICES

Residents who wish to make a complaint about the Integrated Mental Health and Social Care Service should use the Trust's complaints procedure. Where the complaint relates to a social care service, seconded member of staff from the Council or otherwise involves the Council, the complaint should be investigated initially by the Council. Complex complaints may require a joint investigation between the Council and the Trust. Jointly investigated complaints should be recorded in the monitoring reports to the Council and form part of the Council's overall analysis and reporting of complaints.

14.ENQUIRIES FROM ELECTED MEMBERS AND MPS

Enquiries from elected members of the Council and from MPs are received by the Council on a regular basis and form an important part of democratic accountability. The Council has firm timescales to which its officers and staff must adhere in respect of providing elected members and MPs with a timely response to their queries, i.e., within 3 working days.

Under the terms of this Agreement, the Trust must adhere to these timescales and supply complete and accurate responses to the Council in relation to elected members' and MPs' inquiries insofar as they relate to services provided by the Trust on behalf of the Council. The timescales and the reporting process are set out at Schedule 12.

15.MONITORING, REPORTING AND ARRANGEMENTS FOR ESCALATION

The accountability for the services provided under the arrangements created by this Agreement and for the discharge of the Council's social care and health-related functions delegated by this Agreement remain with the Council. In order to ensure that this accountability can be effectively exercised, the Council requires regular, comprehensive reports, using an agreed format and against agreed indicators and metrics, to be supplied by the Trust.

The details of metrics and key performance indicators, the required format for reporting and the specific frequencies at which reporting must be made are set out in Schedule 2.

Failure to supply the required monitoring information in accordance with the frequency requirements set out in Schedule 2 may be deemed by the Council to be a material breach of this Agreement.

16.DIRECTOR OF ADULT SOCIAL SERVICES – ROLE AND ASSURANCE

a) Introduction

The Director of Adult Social Services (DASS) is the Council's statutory officer to whom the Council has delegated a range of social care duties and responsibilities under its Constitution. The role of the DASS includes ensuring that effective systems are in place for discharging the following functions.

- i) Supply of prevention services, information and advice
- ii) Provision of systems leadership and making sure the voice of social care, social work and social model is heard, particularly by working with NHS partners, the police, providers, voluntary organisations, the wider council, and members of the community.
- iii) Shaping care and health and wider public services in the area.
- iv) Promoting inclusion.
- v) Providing leadership and championing the voice of the people who need care by engaging with them to shape, influence and implement policy to effect change.
- vi) Meeting essential needs for care and support.
- vii) Market shaping and continuity: commissioning effectively and ensuring the availability and quality of services that people need in order to take control of their lives.
- viii) Safeguarding adults that need care and support:
 - a. From abuse and neglect.
 - b. When doctors are considering compulsory treatment or admission to a psychiatric hospital.
 - c. When people lack capacity to make decisions for themselves and may be restricted of their liberty, including advice, advocacy and support.
 - d. Financial and resources management – to manage within the available resource.

These duties and responsibilities are not delegated to the Trust under this Agreement, unless explicitly specified, and the DASS remains accountable to the Council for their discharge and fulfilment.

b) Reserved matters

The following powers and responsibilities are retained by the DASS and are not delegated to the Trust under this Agreement.

- i) Discharge of the Supervisory Body function of the Council for the Deprivation of Liberty Safeguards (DoLS) in hospitals and registered care homes, pursuant to Schedule A1 of the Mental Capacity Act 2005 and the Deprivation of Liberty Code of Practice

- ii) Confirmation of appointment of approved Independent Mental Capacity Act advocates and Section 12 approved Mental Health Assessors to complete eligibility assessments pursuant to Schedule A1 of the Mental Capacity Act 2005
- iii) To be accountable for discharging the functions of the Council pursuant to sections 42-47 of the Care Act 2014, in relation to safeguarding adults at risk of abuse or neglect and to be accountable for discharging the functions of the Council in relation to: multi-agency risk assessment conferences; the Greater Manchester Multi-Agency Public Protection Arrangements (MAPPA)
- iv) Discharge of the Council's statutory responsibilities in relation to the establishment and administration of the Safeguarding Adult Board pursuant to Section 43 of the Care Act 2014
- v) To be notified of matters that are considered appropriate to be placed on the Adult Social Services risk register
- vi) To retain responsibility for oversight of the Adult Social Services' risk register and reporting duty to the Council
- vii) To be consulted on and where appropriate approve any significant changes to the provision of adult social care services or changes to the Council's adult social care policies and procedures (to ensure the Council's compliance with Section 149 of the Equality Act 2010 (Public Equality Duty) and any statutory or implied duty to consult with affected groups
- viii) Finance, governance and HR matters
- ix) Compliance with the Council's Constitution, Register of Delegation of Executive Functions, Standing Orders and Financial Regulations of the Council
- x) Key decisions as defined in Article 13 of the Council's Constitution which must be taken in accordance with the requirements of the Access to Information Procedure Rules set out in 13 of the Constitution
- xi) Discharge of the duty to make arrangements to ensure proper administration of the Council's financial affairs under section 151 of the Local Government Act 1972
- xii) Responsibility for assessing residents' ability to pay under The National Assistance Assessment of Resources Regulations 1992 which came into force 1 April 1993
- xiii) Responsibility for approving and providing arrangements for Guardianship under section 7 of the Mental Health Act 1983 (2007)

- xiv) Responsibility for determining charges for adult recipients of non-residential services under Section 17 of the Health and Social Services and Social Security Adjudications Act 1983
- xv) Decisions on employee pensions, including flexible early retirement, voluntary early retirements and other decisions which impact on the employer pension liability are made in accordance with the LGPF requirements and authorised by the Council's chief finance officer
- xvi) Final decisions to dismiss Trafford Council employees, following disciplinary proceedings conducted by the Trust using the Council's policies and procedures with support and advice from the Council's HR team, and hearing of appeals against dismissal

c) Monitoring

The Director of Adult Social Services requires specific reporting arrangements to be in place under this Agreement to ensure that they are provided with assurance in respect of their accountabilities that are being discharged on their behalf by the Trust. Details of the monitoring requirements are set out in Schedule 2.

d) Escalation

In order to exercise their functions, duties and accountabilities effectively and appropriately, the Director of Adult Social Services needs to be informed of a range of key issues, challenges, incidents and activities in a prompt, accurate and comprehensive manner. Late or non-reporting reporting of important matters to the Director of Adult Social Services can prevent the postholder from exercising their functions, and has the potential to cause harm to others and to the Council.

The Director of Adult Social Services should be informed immediately by telephone or email in the event of any of the following occurring:

- i) Safeguarding allegations raised in respect of any member of the Council's staff seconded to the Trust, or Trust staff who are responsible for Council staff or the discharge or Council functions. Allegations must be provided to the Council's safeguarding adults board manager in line with requirements in relation to persons in positions of trust (PIPOT) set out in the Safeguarding Adults Policy and Procedure (Schedule 14).
- ii) Any incident involving significant or substantial harm to a Trafford resident who is under the care of the Integrated Mental Health and Social Care Service
- iii) Any alleged breach of the social work professional code of practice related to a member of the Council's staff seconded to the Trust
- iv) Any suspension of a member of the Council's staff seconded to the Trust

Reports on incidents in the categories above, made directly and immediately to the Director of Adult Social Services, are in addition to and not alternatives to, other agreed reporting lines, e.g., reporting through DATIX and through the Multi-Agency Safeguarding Hub when this is established.

In the event of the Director of Adult Social Services not being available (e.g., by virtue of leave), escalation should be made to his/her nominated deputy (i.e., the Council's Strategic Lead for North Area Team and Principal Social Worker for Adults).

17. SAFEGUARDING

The Trust shall comply at all times with its obligations under the Trafford Safeguarding Adults and Children's Partnership in the provision of the services under this Agreement. The Safeguarding Adults Policy and Procedures is found at Schedule 14.

18. GOVERNANCE OF THE AGREEMENT

a) Head of Operations

The Trust shall appoint a Head of Operations who will be accountable for the delivery of the services under this Agreement. The Head of Operations need not be a Council employee seconded to the Trust but must be accountable to the Council and the Trust for the fulfilment of the terms of the Agreement.

b) Joint DASS Assurance Committee

The Council and the Trust will form a Joint DASS Assurance Committee to oversee the fulfilment of the Agreement. The Joint DASS Assurance Committee shall meet no fewer than eight times a year and shall be chaired by the Director of Adult Social Services.

The Joint DAS Assurance Committee shall be a regulation 10 committee under Statutory Instrument 2000 617 and in line with the NHS Bodies and Local Authorities Partnership Regulations 2000.

The Joint DASS Assurance Committee shall:

- i) Receive a monthly report from the Head of Operations containing information pertaining to:
 - a. The performance of the services against the monitoring and reporting requirements set out in Schedule 2
 - b. The services' income and expenditure position, areas of risk and opportunity, and details of any actions planned or taken under section 10 d) and e) of this Agreement
 - c. Any proposals for variations of the budget as set out in section 10 m)

- d. Any other matters to be brought to the attention of, or escalated to, the Director of Adult Social Services or the Council as a whole
 - e. Risks associated with the management of the arrangements presented as a risk register, with any recommendations for risks to be considered for inclusion in the Council's overall risk register.
 - f. Any other matters which are material to the operation of the Agreement including any proposals from either Party for variations to the Agreement.
- c) Approve the annual plan on its presentation by the Head of Operations
 - d) Provide a quarterly report to the Health and Wellbeing Board on the functioning of the Agreement and the provision of services under the Agreement
 - e) Consider any proposals made by either Party for variations to the Agreement

19. TERM OF AGREEMENT AND ARRANGEMENTS FOR RENEWAL

a) Initial review

The Agreement shall remain in force for three (3) years from the Commencement Date ("Initial Term").

The Agreement shall be reviewed not less than 12 months before the end of the Initial Term and recommendations arising from the review, (e.g., for any variation to the Agreement), shall be presented to Joint DASS Assurance Committee not less than 6 months before the end of the Initial Term

The Agreement may be extended, (whether arising from the review or otherwise), for a further period of three (3) years ("Extended Term") and then thereafter on an annual basis ("Annual Extended Terms").

The maximum duration of this Agreement (being the aggregate of the Initial Term and any Extended Term plus Annual Extended Terms) shall not extend beyond a total of ten (10) years from the Commencement Date and this Agreement shall expire automatically ten years and one day from the Commencement Date in any event.

b) Variations

Variations to be this Agreement may be proposed by either Party at any time after the Commencement Date,.

Variations must be agreed by both Parties through the Joint DASS Assurance Committee. Variations must be documented by additional Schedules to the Agreement and/or revision to the Agreement itself, in either case the variation must be made in writing and be signed by authorised officers of both Parties.

Where required by statute or guidance, appropriate impact assessments must be undertaken of any proposed variation before its agreement

20. TERMINATION AND DEFAULT

This Agreement may be terminated by either Party giving not less than six months' notice in writing to the other Party to terminate the Agreement.

If either Party fails to meet its obligations and commitments under this Agreement, the other Party may by written notice require the Party at fault to take reasonable action within a reasonable timescale as specified by the other Party to rectify such failure, normally within one month of notification. Should the relevant Party fail to rectify such failure within such reasonable timescale, the matter shall be referred for resolution under the Dispute Resolution provisions of this Agreement. .

Termination of this Agreement whether by passage of time or otherwise shall be without prejudice to the Parties' rights in respect of any antecedent breach and the provisions of the Dispute Resolution provisions of this Agreement..

In the event of termination of this Agreement, the Parties agree to co-operate to ensure an orderly wind down of arrangements and to use their best endeavours to minimise disruption to the mental health and social care services provided to Trafford residents.

Upon termination of this Agreement for any reason whatsoever the following shall apply:

- i) The Parties agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities to the separate responsibilities of the Parties is carried out smoothly and with as little disruption as possible to residents, employees, the Parties and third parties, so as to minimise costs and liabilities of Party in doing so;
- ii) Termination of this Agreement shall have no effect on the liability of any rights or remedies of either Party already accrued, prior to the date upon which such termination takes effect.
- iii) Both Parties shall co-operate in the communication of information about the termination of this Agreement to third parties

21. FREEDOM OF INFORMATION

The Council and the Trust, as public bodies, have identical obligations under the Freedom of Information Act 2000. Both Parties are committed to openness and transparency to the public. Council staff seconded to the Trust are expected to fulfil their obligations under the Freedom of Information Act including

- i) The provision of information on request by Freedom of Information managers within the timescales specified

- ii) The retention of records and information in a manner consistent with the obligations of the Freedom of Information Act

These obligations apply to requests made under the Freedom of Information Act made to either the Council or the Trust, which relate to the Integrated Mental Health Services and Social Care Services.

Both the Trust and the Council commit to co-operate with each other in the provision and supply of information, when requested to do so, which relates to joint services or matters under this Agreement in which both Parties have an interest.

22. BUSINESS CONTINUITY

The Council requires the Trust to maintain appropriate business continuity and disaster recovery plans to ensure the sustainability of the Integrated Mental Health and Social Care Services in the scope of this Agreement. Business continuity plans and disaster recovery plans must cover a wide range of business threats and challenges and be regularly (at least annually) tested.

Business continuity planning should meet the standards of the International Standard for business continuity ISO 22301:2019 although the Council does not expect the Trust to achieve accreditation under this standard.

The Trust's business continuity and disaster recovery plans should be made available to the Council on request.

23. DISPUTE RESOLUTION

In the event of a dispute between the Parties arising out of this Agreement, either Party may serve written notice of the dispute on the other Party, setting out full details of the dispute.

The Head of Operations shall meet in good faith with the disputant(s) as soon as possible and in any event within fourteen days of notice of the dispute being served pursuant at a meeting convened for the purpose of resolving the dispute.

If the dispute remains after the meeting has taken place, the Parties' Director of Adult Social Services and the Trust's Executive Director of Operations or nominees shall meet in good faith as soon as possible after the relevant meeting and in any event with twenty days of the date of that meeting, for the purpose of resolving the dispute.

If the dispute remains unresolved after the meeting of senior officers has taken place, then the Parties will attempt to settle such dispute by mediation in accordance with the Centre for Effective Dispute Resolution model mediation procedure or any other model mediation procedure as agreed by the Parties. To initiate a mediation, either Party may give notice in writing (a "mediation notice") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation

organisation as agreed by the Parties asking them to nominate a mediator. The mediation shall commence within twenty working days of the mediation notice being served. Neither Party will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one hour. Thereafter, paragraph 14 of the model mediation procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the Parties). The Parties will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.

Nothing in the procedure set out in this section shall in any way affect either Party's right to terminate this Agreement in accordance with any of its terms or take immediate legal action.

24.FORCE MAJEURE

Neither Party shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Party or incur any liability to the other Party for any losses or damages incurred by that Party to the extent that a Force Majeure Event occurs and it is prevented from carrying out its obligations by that Force Majeure Event.

On the occurrence of a Force Majeure Event, the affected Party seeking relief shall notify the other Party as soon as practicable. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party and any action proposed or relief from performance requested to mitigate its effect.

As soon as practicable, following notification as detailed here, the Parties shall consult with each other in good faith and use all best endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Agreement insofar as possible.

If the Force Majeure Event continues for a period of more than sixty days either Party shall have the right to terminate the Agreement by giving fourteen days written notice of termination to the other Party. For the avoidance of doubt, no compensation shall be payable by either Party as a direct consequence of this Agreement being terminated in accordance with this Clause.

25.NOTICES

Any notice to be given under this Agreement shall either be delivered personally or sent by first class post or electronic mail. The address for service of each Party shall be as set out below or such other address as each Party may previously have notified to the other Party in writing. A notice shall be deemed to have been served if:

- i) personally delivered, at the time of delivery;

- ii) posted, at the expiration of forty eight (48) hours after the envelope containing the same was delivered into the custody of the postal authorities;

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

The address for service of notices as referred to here shall be as follows unless otherwise notified to the other Party in writing:

If to the Council, addressed to the

Director of Adult Social Services
Trafford Council
Trafford Town Hall
Talbot Road
Stretford
M32 OTH
Tel:
Email: diane.eaton@trafford.gov.uk

And if to the Trust, addressed to the

Director of Operations
Greater Manchester Mental Health NHS Foundation Trust
Bury New Road
Prestwich
Manchester
M25 3BL

Tel:
Email: deborah.partington@gmmh.nhs.uk

26. CHANGE IN LAW

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

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

In the event of failure by the Parties to agree the relevant amendments to the Agreement the issue shall be referred for resolution pursuant to the Dispute Resolution provisions of this Agreement.

27. WAIVER

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

28. SEVERANCE

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

29. ASSIGNMENT AND SUB-CONTRACTING

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

30. EXCLUSION OF PARTNERSHIP AND AGENCY

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

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

- i) act as an agent of the other;
- ii) make any representations or give any warranties to third parties on behalf of or in respect of the other; or
- iii) bind the other in any way.

31. THIRD PARTY RIGHTS

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

32. ENTIRE AGREEMENT

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

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

33. COUNTERPARTS

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

34. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

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

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

THE CORPORATE SEAL of **THE**)
COUNCIL OF TRAFFORD).
BOROUGH
was hereunto affixed in the)
presence of:

THE CORPORATE SEAL of)
GREATER MANCHESTER)
MENTAL HEALTH NHS
FOUNDATION TRUST)
was hereunto affixed in the
presence of:

THE CORPORATE SEAL of **NHS**).
TRAFFORD CLINICAL).
COMMISSIONING GROUP
was hereunto affixed in the).
presence of:

35. Schedules

Schedule 1	Service Specification including Eligibility Criteria
Schedule 2	Reporting and Monitoring Requirements
Schedule 3	Terms of Reference of Governance Group(s)
Schedule 4	Information Sharing Agreement and Protocol
Schedule 5	Procedure for Placements
Schedule 6	Staffing Structure and Staffing Establishment
Schedule 7	Staff Recruitment, Registration, Training and Development, Supervision and Appraisal, Sickness Management Procedures
Schedule 8	Trafford Council Organisational Change Policy and Procedure
Schedule 9	Schedule of Services Provided to the Trust by the Council
Schedule 10	Council and Trust's Digital Care Records Policies and Procedures https://www.traffordapp.co.uk/
Schedule 11	Annual Budget
Schedule 12	Procedure for Responding to Enquiries from Elected Members and MPs.
Schedule 13	Preparing for Adulthood Protocol https://www.traffordapp.co.uk/
Schedule 14	Safeguarding Adults Policy and Procedure https://www.traffordapp.co.uk/
Schedule 15	Summary Action Plan for Schedules to be Developed in the Future, Subsequent to Signing this Agreement
Schedule 17	Operation of the Mental Health Act 1983 (2007)

TRAFFORD COUNCIL**Report to: Executive****Date: 22 March 2021****Report for: Information****Report of: The Executive Member for Finance and Governance and the
Corporate Director of Finance and Systems****Report Title:**

Budget Monitoring 2020/21 – Period 10 (April 20 to January 2021).

Summary:

The purpose of this report is to inform Members of the current 2020/21 forecast outturn figures relating to both Revenue and Capital budgets. It also summarises the latest forecast position for Council Tax and Business Rates within the Collection Fund.

Recommendation(s)**It is recommended that the Executive:**

- a) note the updated positions on the revenue budget, collection fund and capital programme.
- b) note the movements in earmarked reserves.

Contact person for access to background papers and further information:

David Muggeridge, Finance Manager, Financial Accounting Extension: 4534

Background Papers: None

Relationship to Policy Framework/Corporate Priorities	Value for Money
Relationship to GM Policy or Strategy Framework	Not Applicable
Financial	Revenue and Capital expenditure to be contained within available resources in 2020/21.
Legal Implications:	None arising out of this report
Equality/Diversity Implications	None arising out of this report
Sustainability Implications	None arising out of this report
Resource Implications e.g. Staffing / ICT / Assets	Not applicable
Risk Management Implications	Not applicable
Carbon Reduction	Not applicable
Health & Wellbeing Implications	Not applicable
Health and Safety Implications	Not applicable

Other Options

Not Applicable

Consultation

Not Applicable

Reasons for Recommendation

Not Applicable

Finance Officer Clearance ...GB.....

Legal Officer ClearanceJLF...

DIRECTOR'S SIGNATURE ...

G. Bentley

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EXECUTIVE SUMMARY

- The approved budget for 2020/21 is £175.52m; as at Period 10 an underspend of £2.301m is forecast (underspend £2.108m at Period 8). See Table 1.
- The positive movement of £193k since the last monitoring report mainly relates to minor movements in staffing costs and release of contingency budgets. (Table 2 provides detail of all the service variances).
- It is fair to say that projecting the financial impact of COVID-19 throughout the year has been difficult given the level of uncertainty in near every aspect of the council's services. At the time of the period 8 monitor, the Government had announced the third national lockdown commencing on 5th January, along with additional support of £2.23m to accommodate winter pressures. The council adopted a prudent approach to its forecast outturn and held this resource in a contingency reserve to cover expected pressures. As at period 10 this resource has not been required, although the forecast assumes it is available to be drawn down should the outturn position deteriorate in the remaining two months of the year.
- It must be stressed that the long term impact of the pandemic remains a significant risk for the Council in future years. The Spring Budget on 3rd March provided some certainty on the future level of wider economic support, particularly around the extension of the business rates relief scheme for retail, hospitality and leisure. However, there remains a high level of ongoing uncertainty concerning the recurrent impact of COVID and as such the council will continue its prudent approach to bolstering its COVID related reserves to cover potential pressures in 2021/22, should the additional winter pressures resource remain uncommitted at year end.
- Gross Covid-19 financial pressures are estimated at £56.785m an increase of £5.573m from period 8. This largely relates to costs associated with additional grants relating to Contain Outbreak, Community Champions, Workforce Capacity, Rapid Testing and contributions from the CCG. The net impact after Government support and contributions from the CCG is £13.927m and of this £8.579m relates to the deficit on the Collection Fund. The Government has allowed Councils to remove the collection fund deficit and recover this over the next three years. Once removed, the net COVID pressure in 2020/2021 is £5.348m which represents an increase of £774k from period 8. This additional pressure largely relates to increase costs in adults client demand £500k and additional ICT equipment for staff at £147k.
- The Covid-19 pressures above have been offset by savings across other service and corporate contingency budgets, such as adult placement costs and staffing vacancies, which if fully realised should help mitigate the overall Covid-19 pressures to arrive at a net underspend of £2.301m a small positive movement of £193k since period 8.

- **Council Tax** - forecasting a deficit of £4.069m which is a positive movement of £1.238m from Period 8. Improvements have been seen in collection rates continue as the year progresses. (See Para 8.)
- **Business Rates** continues to be a complex area and prone to variation which has been exacerbated by the impact of Covid-19. An in-year deficit including section 31 grants of £3.5m is still forecast. (See Para 13).
- The Government has issued exceptional guidance during the year which allows authorities to spread the full deficits on the collection fund balances for council tax and business rates over the next three financial years and will therefore have a neutral impact in the current year. Without this flexibility the Council share of the pressure on the 2020/21 would have been a further £8.5m.
- **Reserves Movements** – Any final in-year underspend in 2020/21 will be transferred to the Budget Support Reserve, along with any uncommitted COVID-19 winter pressures grant. In addition the report also includes for the transfer of reserves, particularly for Adults Social Care and Public Health. See paragraph 6.
- **Capital Programme** - Minor rephasing to the general programme of £3.2m; projected capital expenditure is £37.2m in 2020/21 (See Para 33). At this stage of the year (99%) of the budget has now been committed or is programmed to start in the year.

REVENUE BUDGET

1. Detailed below in Table 1 is a summary breakdown of the service and funding variances against budget, with Table 2 providing an explanation of the variances:

Table 1: Budget Monitoring results by Service	2020/21 Budget * (£000's)	Forecast Outturn (£000's)	Forecast Variance (£000's)	Percentage
Children's Services	42,077	41,350	(727)	(1.7)%
Adult Services	49,385	49,482	97	0.2%
Public Health	12,381	12,403	22	1.8%
Place	29,360	36,429	7,069	24.1%
Strategy and Resources	5,146	7,661	2,515	48.9%
Finance & Systems	7,900	7,834	(66)	(0.8)%
Governance & Community Strategy	6,518	6,746	228	3.5%
Total Directorate Budgets	152,767	161,905	9,138	6.0
Council-wide budgets	22,755	16,038	(6,717)	(29.5)%
Net Service Expenditure variance	175,522	177,943	2,421	1.4%

Funding				
Business Rates	(65,792)	(65,792)		
Council Tax	(103,990)	(103,990)		
Reserves Budget Support	(4,524)	(4,524)		

Reserves to Support COVID-19		(4,722)	(4,722)	
Collection Fund surplus	(1,216)	(1,216)		
Funding variance	(175,522)*	(180,244)	(4,722)	(2.7)%
Net Revenue Outturn variance	0	(2,301)	(2,301)	(1.3)%
Dedicated Schools Grant	139,392	140,716	1,324	0.9%

Budget Adjustments and Virements

* There has been one virement across two Directorates since Period 8, as detailed in Appendix 1.

Main variances, changes to budget assumptions and key risks

2. The main variances contributing to the projected overspend in service budgets of £2.421m, any changes to budget assumptions and associated key risks are highlighted below:

Table 2: Main variances	Forecast Variance (£000's)	Explanation/Risks
Children's Services	(727)	<p>Projected outturn variance £727k favourable; a favourable movement of £109k since period 8.</p> <p>The coronavirus pandemic continues to have an impact on the service both in terms of changes to its service delivery and finances. The estimated pressures are outlined below:</p> <ul style="list-style-type: none"> • The overall savings target for the service of £1.611m, is anticipated to be achieved; no movement • Anticipated increase in overall demand in placements/early support of £308k, a favourable movement of £474k (Note 1); • Underspend on staffing budgets of £1.464m, an adverse movement of £260k (Note 2); • Additional transport costs of £450k, an adverse movement of £25k (Note 3); • £278k under budget on other running costs and income across the service; an adverse movement of £43k (Note 3); • Loss of income due to COVID-19 of £257k, an adverse movement of £37k, mainly seen at the two nurseries and those service areas unable to provide face to face training. <p><u>Note 1</u></p> <p>Current projections indicate there is an estimated overspend of £308k on children's placements, a favourable movement of £474k.</p> <p>The service has not seen the increase in demand it had anticipated due to the Coronavirus pandemic and has therefore revised its projections this year. At this stage it is felt that the potential impact from the pandemic may fall into the following financial year.</p> <p>The numbers of children as at the end of January 2021 are as follows:-</p> <ul style="list-style-type: none"> • children in care 406, an increase of 15; • child protection is 189, a decrease of 40; • children in need 670, an decrease of 78.

		<p>The above position assumes that £1.611m of the original savings target will be achieved in full and as at the end of September 2020 £1.608m of this has been achieved.</p> <p>A contingency of £217k is also included to cover any further demand and potential timeline changes to the anticipated reductions mentioned above.</p> <p><u>Note 2</u></p> <p>There are underspends in staffing of £1.464m; this is an adverse movement of £260k which is mainly due to an increase in and a temporary extension of agency staff.</p> <p>These underspends this year, due to delays in recruiting, are one-off in nature as the service undertakes its service redesign which will be in place in 2021/22.</p> <p><u>Note 3</u></p> <p>The adverse variance in running costs across the service is £172k; an adverse movement of £68k. The reasons for this adverse movement are as follows:</p> <ul style="list-style-type: none"> • Home to School transport, adverse movement of £25k. This is mainly due to additional costs incurred as a result of social distancing requirements; • Minor variances adverse movement of £43k. <p>In addition to this there are further estimated costs due to Covid-19 of £470k for the winter grant scheme which will be met by a specific government grant.</p>
Adult Services	97	<p>Projected Outturn variance £97k adverse, a favourable movement of £114k since period 8.</p> <p>The coronavirus pandemic is continuing to have a significant impact on the service both in terms of changes to its service delivery and finances. The areas of estimated pressures are outlined below:</p> <ul style="list-style-type: none"> • The overall savings target for the service was £1.348m, of which £949k is not anticipated to be achieved, no movement; • Payments to care providers of £1.469m to meet additional costs, no movement; • £3.884m below budget on Adult clients, favourable movement of £1.044m (Note 1); • £477k below budget due to vacancies and one off savings, favourable movement of £70k (Note 2); • Additional Personal Protective Equipment £551k of which £511k is recovered from the CCG and £40k is met by the Council, no movement to the Council;

	<ul style="list-style-type: none"> • £1.0m to support to the disabled facilities grant for 21/22, no movement (note 3); • £1.0m transfer to reserve to support short term pressures on the budget for 21/22, adverse movement of £1.0m (note 4). <p>It must be noted that the risk posed by further spikes in COVID-19 infections places an increased demand on the Service in supporting the NHS with ensuring speed of discharges.</p> <p>Note 1</p> <p>Adult Clients currently projects a £3.884m favourable variance; £1.044m favourable movement since period 8.</p> <p>This budget has and continues to increase in both its complexity and volatility as a result of the coronavirus pandemic.</p> <p>Estimates are made for those packages of care that are covered by the two hospital discharge programmes (HDP) as follows:-</p> <ul style="list-style-type: none"> • Scheme 1, March 2020 to August 2020 – these costs were met by the Trafford Clinical Commissioning Group (CCG) until the 12th October or for those awaiting a Continuing Healthcare Assessment (CHC) will continue to be met until the Assessment is completed; • Scheme 2 - September 2020 to March 2021 - up to 6 weeks of these cost will be met by the CCG. <p>In both schemes once CHC assessments have been undertaken costs will either be met by the CCG as continuing health care (CHC) or from the adult client's budget whereby financial assessments will be undertaken to assess the amount of client contributions.</p> <p>The movement from P8 is largely due to a higher than anticipated number of care packages requiring CHC assessments under scheme 1 of the HDP. Until these assessments are undertaken they will continue to be fully paid for by the CCG. The expectation is that they will all be complete by the 31st March 2021.</p> <p>The current forecast cost for all those care packages still awaiting determination is £743k.</p> <p>At this stage an estimate has been included of £314k (42.2%) as to the amount that will either:-</p> <ul style="list-style-type: none"> • continue to be paid by the CCG until assessments are undertaken; • transfer to the CCG as continuing health care (CHC) packages, or; • be met from client contributions once financial assessments have been undertaken. <p>It should be noted that this estimate again has the potential to vary due to the timing of assessments, individual needs and financial</p>
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		<p>circumstances of each client who has been in receipt of a COVID-19 funded care package.</p> <p>Within the projection there is a contingency of £265k set aside for additional increases in demand/cost pressures throughout the rest of the financial year that are non COVID-19 related.</p> <p>Note 2</p> <p>The current forecasts indicate there is a favourable variance of £463k; a favourable movement of £56k. This is due to the following:</p> <ul style="list-style-type: none"> • £224k favourable variance on staffing due to vacancies; adverse movement of £36k; • £301k favourable variance on client equipment and maintenance due to the impact of COVID-19; favourable movement of £106k; • £48k adverse variance on contracts; no movement. <p>In addition to this there are further estimated costs as outlined below:</p> <ul style="list-style-type: none"> • £10.487m which will be met by the CCG from their allocation given by NHSE for hospital discharges; • £4.246m for infection control for care providers which will be met by government grant; • £550k for adult social care rapid testing which will be met by government grant; • £473k for adult social care workforce capacity which will be met by government grant; • £262k for the clinically extremely vulnerable which will be met by government grant. • £14k for contain outbreak management which will be met by government grant <p>Note 3</p> <p>Due to an anticipated demand and therefore additional pressures on the capital budget for disabled facilities in 21/22, £1.0m of the adults underspend this year will be set aside in the capital reserve to support this budget in 21/22.</p> <p>Note 4</p> <p>Due to a range of short term pressures in the service whilst continuing with their improvement journey and the potential requirements within hospital settings to reduce waiting lists, which will have an impact on discharges from hospital, £1.0m of the adults underspend this year will be set aside in an adult reserve to support this budget in 21/22.</p>
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Public Health	22	<p>Projected Outturn variance £22k adverse</p> <p>All of this variance, £22k, is projected as COVID-19 related council spend on staffing.</p> <p>Currently there is a projected underspend on business as usual of £1.029m, a favourable movement of £636k which is as a result of:</p> <ul style="list-style-type: none"> • a refund from the Pennine contract last year of £205k, no movement; • one-off reductions in the MFT contract this year £275k, favourable movement of £275k; • a projected reduction in costs for activity based areas of £249k e.g. sexual health services, a favourable movement of £61k; • a reduction in 'business as usual' staffing costs of £300k from October 2020 to March 2021 as the service continues to lead and support the outbreak management response to the pandemic, a favourable movement of £300k. <p>However for 2021/22 discussions with Manchester Foundation Trust on the community contract have yet to take place and there is also the possibility that those activity based areas that have been low this year may see higher than usual levels as we move into 2021/22. Therefore this underspend is to be ring-fenced in a public health reserve for 2021/22.</p> <p>In addition to this there are further estimated costs due to Covid-19 which will be met by a specific government grant as outline below:-</p> <ul style="list-style-type: none"> • £1.457m for the test and trace service • £300k for contain outbreak management
Place	7,069	<p>Projected outturn variance £7.069m adverse, a favourable movement of £183k since period 8.</p> <p>The forecast pressures include:</p> <ul style="list-style-type: none"> • COVID-19 related income losses are £5.690m, a reduction of £173k mainly related to better than expected forecasts of outdoor media advertising income. The overall loss includes Parking fees and fines £944k (increase of £15k), property rentals £813k, outdoor media advertising £418k (reduction of £150k), planning fees £526k (reduction of £34k), licencing fees £256k (increase of £17k), building control fees £168k, highways permits and grants £156k, street trading £114k, pest control £17k (£16k reduction) and trade waste £117k. The figures also include the requirement to support Trafford Leisure which has trading deficits for 2020/21 due to the various COVID-19 restrictions, as reported previously. Trafford Leisure are working closely with the Council to monitor finances and mitigate the budget pressures as far as possible within the

		<p>various operational restrictions, including a recent bid for grant funding;</p> <ul style="list-style-type: none"> COVID-19 expenditure pressures are £1.141m and have increased by £2k overall. The overall pressure includes £555k in expected additional waste disposal costs based on latest tonnage estimates and £215k related to waste collection, £144k for rough sleepers, £50k for inclusive neighbourhoods, £50k for high street reopening, £35k traffic management, £22k play areas and £70k operational buildings. There are also additional costs fully offset by additional specific COVID-19 grants of £107k for "COVID Marshals", £20k for Rough Sleepers and £77k for Public Protection/Community Safety "pandemic contain" funding. There has also been recent confirmation of a successful bid for Community Champions funding £472k; Other non-COVID-19 forecast pressures include £279k relating to property costs, including those awaiting disposal or redevelopment. This includes £94k relating to abortive development costs associated with Altrincham and Stretford Leisure centres. There is a shortfall in building control income £188k, following on from the end of 2019/20, which is offset by an underspend in staffing from vacancies of £184k. CCTV income is also forecast at £37k below budget. There is additional income above budget for Altair £120k and other rents £19k; There is an overall a staffing underspend of £467k relating to actual and forecast vacancies for the year (excluding the ring-fenced Planning account), which is approximately 10.2% of the staffing budget. This is £105k higher than last reported; The Planning service is a ring-fenced account and has a forecast underspend of £204k in staffing and running costs which can be utilised to offset the COVID-19 income pressure for Planning application fees above; The Strategic Investment Property Portfolio will deliver a net benefit to the revenue budget in 2020/21 of £6.71m. This is £728k lower than budgeted (adverse movement of £7k) due to economic factors affecting some of the income particularly from the town centre investments (see paragraph 44 for further details).
Strategy and Resources	2,515	<p>Projected outturn variance £2.515m adverse, a favourable movement of £58k since period 8.</p> <p>This includes COVID-19 pressures of £2.580m, a favourable movement of £100k since period 8:</p> <ul style="list-style-type: none"> Trading losses in the overall outturn includes £2.047m in Catering (no change), £14k in Cleaning (reduction of £1k) and

		<p>£269k in the Music Service (reduction of £67k). The net loss of income from staff parking is now £169k (reduction of £16k) and there is also £6k loss of other SLA income (unchanged);</p> <ul style="list-style-type: none"> • Cost pressures include £32k relating to Stop Gap staffing (reduction of £14k) and £43k for COVID-19 related communications (reduced by £2k). <p>Other Variances £65k favourable, an adverse movement of £42k since period 8 including:</p> <ul style="list-style-type: none"> • Forecast staff costs are £149k below budget across the Directorate based on actual and projected vacancies across the year (2.0% of the staff budget), an adverse movement of £20k; • Bereavement Services net additional income after costs of £58k, adverse movement of £21k; • Other minor variances are net £16k adverse. <p>These are offset by the budgeted Directorate-wide efficiency saving target of £126k, which is projected to be achieved in full.</p>
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Finance & Systems	(66)	<p>Projected outturn variance £66k favourable, an adverse movement of £161k since period 8.</p> <p>COVID-19 Forecast Pressures £364k, adverse movement of £211k since period 8:</p> <p>This relates to additional unplanned ICT staffing costs relating to the build and configuration of hardware (laptops etc) directly related to the COVID-19 pandemic.</p> <p>There are also additional costs fully offset by additional specific COVID-19 grants totalling £516k to date in both ICT and Exchequer Services. This includes £147k relating to ICT staff and equipment, Exchequer spend of £218k Emergency Assistance Grant, £118k Winter Grant scheme and £33k Self-isolation payments.</p> <p>Other Variances £430k favourable, a favourable movement of £50k</p> <ul style="list-style-type: none"> • Forecast staff costs are £335k less than budget across the Directorate based on actual and forecast vacancies across the whole year, which is 4.0% of the total staffing budget, and £2k higher than last reported. This includes £196k in Finance Services and £139k in ICT; • General running costs are forecast to be underspent by £240k, an increase of £21k. The underspend mainly relates to reduced ICT systems and maintenance costs pending major capital investment; • Other additional income is £43k above budget, favourable movement of £27k, including schools SLA income. <p>These are offset by the budgeted Directorate-wide efficiency saving target of £188k, which is expected to be achieved in full.</p>
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Governance & Community Strategy	228	<p>Projected outturn variance £228k adverse, an adverse movement of £57k since period 8.</p> <p>COVID-19 Forecast Pressures £573k, an adverse movement of £2k since period 8 (losses of income £386k and additional unplanned expenditure £187k):</p> <ul style="list-style-type: none"> • Forecast income losses include £184k relating to Sale Waterside Arts Centre (increase of £6k) and £59k for events including Flixton House (reduction of £5k). Land charges income is projected to be £25k less than budget (reduced by £17k) and Registrar's £67k (reduction of £10k). There is also a £51k loss of income expected from library lettings (reduction of £2k); • Additional expenditure includes legal costs related to fees and additional agency staff required due to the increase in caseload. <p>Other Variances £345k favourable, adverse movement of £55k:</p> <ul style="list-style-type: none"> • Forecast staff costs are £669k below budget across the Directorate, reduced by £3k, based on actual and projected vacancies reviewed across the year (11.3% of the staff budget). This includes £243k in Legal Services, £175k in Access Trafford (contact centre), £214k in Partnerships and Communities and £37k in Arts and Culture; • General running costs are overspent by £65k, adverse movement of £53k, mainly due to library ICT costs and legal court fees; • There is a shortfall in income of £66k compared to budget excluding the COVID-19 pressures above (£1k adverse movement). This includes a £32k shortfall in capital fee income which is related to staff vacancies, and a £27k reduced forecast of grants in Democratic Services, and £7k in libraries. <p>The net overall underspend of the above is offset by the reduced budgeted Directorate-wide efficiency saving target of £193k.</p>
Council-wide budgets	(6,717)	<p>Projected outturn variance £6.717m favourable, a favourable movement of £144k since period 8</p> <ul style="list-style-type: none"> • COVID-19 Support Grant – favourable £10.587m, no change since period 8. The Government has announced various general packages to support the financial impact of COVID-19. All of these generic support grants have been accounted for in Council-wide as a centrally held resource for monitoring purposes; • COVID-19 Sales, Fees and Charges Compensation Scheme – £3.377m favourable - alongside the announcement of the 3rd COVID-19 support grant in July

		<p>2020, the Government announced a compensation scheme for lost income from Sales, Fees and Charges. It is now estimated £3.377m will be reimbursed by the Government which compares with £3.575m at Period 8 and although a lower figure, reflects improvements in the loss of income. This has been accounted for in Council-wide in the same manner as the support grants.</p> <ul style="list-style-type: none"> • Provision of £2.234m to accommodate winter pressures relating to COVID-19. Due to the uncertainty surrounding the financial impact of COVID-19 going forward, a contribution to a contingency reserve of £2.234m has been included in the Council-wide forecast; • £5.142m adverse variance on Treasury Management – due to the impact of COVID-19 on the economy the budgeted MAG Dividend of £5.597m is no longer expected. Also, there is a reduction in investment income due to lower interest rates of £169k, offset by additional income from strategic investments of £624k, no change since period 8; • The Housing Benefit budget - at period 10 there is still a significant pressure on the net Housing Benefit budget (payments made, less subsidy, overpayment recovery and use of reserves) of £298k, although this has reduced by £89k since period 8 due to better collection of historic debt. • £203k relating to Trafford's share of the AGMA-wide Trafford Park Mortuary facility set up in response to the COVID-19 pandemic, no change; • £100k relating to Trafford's share of the increased costs of the South Manchester Coroners' service due to the COVID-19 pandemic, no change; • £50k saving relating to Members Allowances, no change; • Liability Order income is forecast to be £245k below budget in 20/21 due to the impact of COVID-19 and the subsequent suspension of the debt recovery process for both Council Tax and Business Rates. • In addition, a number of Council-wide contingencies and provisions relating to service savings not being achieved and doubtful debts have been reviewed. It is considered appropriate at this stage of the year, after taking account of un-budgeted one-off costs to release £925k of these, an additional £300k since period 8. • Contain Outbreak Grant – The Council has received £4.237m to date under the Contain Outbreak programme aimed at enforcement, compliance and contract tracing. As the programme is developed the budget is subsequently managed and reported within the service area forecasts.
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		<p>The balance of the grant and subsequent expenditure of £3.699m is held within Council Wide and will be reassigned to service areas as commitments are firmed up.</p> <p>In addition the Council has received within its General Fund a Council Tax Hardship Grant of £1.56m. In previous monitors it had been anticipated that the full grant would be transferred to the Collection Fund to offset the costs of Hardship awards and Local Council Tax Support Scheme pressures. The rules allowing the transfer of the grant to the Collection Fund have been clarified and only the costs of Hardship awards can be met. To date the Hardship Awards are estimated at £623k, which will subsequently result in an undercommitment of £937k on the grant. This will be transferred to a Council Tax Risk Reserve to support potential ongoing pressures within the Collection Fund relating to Hardship awards.</p>
Dedicated Schools Grant	1,324	<p>Projected outturn variance £1.324m adverse, a favourable movement of £142k since period 8.</p> <p>DSG is expected to be £1.324m over spent, this is a favourable variance of £142k from period 8. Of this over spend, £1.560m is within the High Needs Block (HNB) offset by under spends in the Schools and Central Schools Services Blocks.</p> <p>The HNB has seen an increase in demand for places and additional top-ups within Special Schools, increasing numbers and complexity of Education Health Care Plans and increasing costs and numbers of placements made out of borough.</p> <p>Although there are overall DSG reserves to cover this deficit, the HNB reserves on their own are not sufficient to cover their overspend. The HNB task and finish group has been re-established and is looking at how to manage the current deficit and also at the longer term strategies required to alleviate the pressures on this budget.</p>

MTFP SAVINGS AND INCREASED INCOME

- The 2020/21 budget is based on the achievement of permanent base budget savings and increased income of £10.055m. At this stage the latest forecast indicates that there is a projected shortfall in the savings programme of £1.75m, and this includes a number being affected by COVID-19. There has been a minor adverse movement of £23k since period 8.

RESERVES

- The balance brought forward as at 1 April 2020 of usable reserves was £91.35m, including schools and capital reserves. In February 2020, a figure of £4.53m was agreed to help support the 2020/21 revenue budget.

5. As part of the final budget report for 2021/22 a full review of reserves was undertaken. This was done primarily to identify balances which could be used to support any longer term financial impacts of the pandemic along with ensuring the level of reserves were robust and sufficient to cover the range of risks faced by the Council. Full details of the review can be found in the final budget report agreed by Council in February 2021.
6. In addition to the review of reserves undertaken as part of the preparation of the final budget, the following significant movements are also proposed as a result of the latest monitoring. Some of the figures will change depending on future monitors, however the principles surrounding the transfer will remain:-
 - The general underspend, currently estimated at £2.301m to go to Budget Support Reserve to provide a buffer against future budget uncertainty.
 - Since Period 8, GMCA has confirmed the amount of redistribution of Growth Pilot Monies relating to 2019/2020 across the Greater Manchester Business Rates Pool members. Trafford's share is £1.73m and will be transferred to our Budget Support Reserve as agreed in the 2021/22 budget report.
 - A favourable movement in the Adults clients budget will allow £1.0m to be transferred to an adults reserve to address potential pressures in discharges from hospital in 2021/22 (note 1 and note 4 Adults Service commentary).
 - As a result of various contractual and staffing underspends, the Public Health Reserve will be bolstered by £1.029m. This will be held until discussions with Manchester Foundation Trust on the future community contract have been concluded (see Public Health summary in service commentary).
 - Should the additional COVID-19 winter pressures grant of £2.23m remain uncommitted at year end, any surplus will be transferred into our covid related reserves to mitigate any potential ongoing pressures in future years.

COLLECTION FUND

Council Tax

7. The table below summarises the pressures and movements on the Council Tax Collection Fund. The Fund is shared between the Council (82%), the Police & Crime Commissioner for GM (13%) and GM Fire & Rescue Authority (5%).

Table 3 Summary of Council Tax Collection Fund Movements	Period 8 Full Collection Fund £000	Period 10 Full Collection Fund £000	Movement P10 to P8 (improvement) /deterioration £000	Period 10 Trafford Share £000
(Surplus) Brought Forward	(1,121)	(1,121)	0	(931)
Distribution of estimated surplus	1,466	1,466	0	1,216
Over Distribution of Prior Year - Collected in 21/22 (Para 20)	345	345	0	285
In Year Position				
Shortfall in Tax Base (Para 23)	634	890	256	728
Reduction in Cash Collection (para 21)	3,718	2,207	(1,511)	1,805
Local Council Tax Support Scheme	620	677	57	553
Hardship Awards	816	623	(193)	510
Other Movements (Backdated discounts etc.)	(10)	(50)	(40)	(41)
Sub-total In Year Position before hardship grant (Para 21)	5,778	4,347	(1,431)	3,555
Contribution from Hardship Grant (Para 22)	(816)	(623)	193	(510)
Sub-Total In Year Position (Para 24)	4,962	3,724	(1,238)	3,045
Deficit Carried Forward	5,307	4,069	(1,238)	3,330

8. As reported in previous periods, there was an overpayment on the surplus brought forward as at 1 April 2020. This will be made good in 2021/22 by the three preceptors. Trafford's share is £285k and was set aside in 2019/20 in an earmarked reserve for this purpose.
9. During the first half of the year the challenges faced by COVID-19 have placed considerable pressure on the Council Tax Collection Fund, largely related to a reduction in collection rates and increase in Council Tax Support. In addition, an increasing trend in claims for discounts and reliefs (such as Single Person Discount) has placed further pressure on our business as usual activity. There is currently a forecast deficit of £4.347m. This is an improvement of £1.431m on the estimated deficit of £5.778m at period 8 largely due to continued improvements in collection rates and reductions in the our assumptions on the award of hardship support.

10. The Council has received within its General Fund a Government sponsored COVID-19 Council Tax Hardship Grant of £1.561m to be used to compensate losses in the Collection Fund for Hardship Awards. Hardship awards relating to COVID-19 are estimated at £0.623m a reduction of £0.193m from period 8. The application of the grant will reduce the in-year deficit to £3.724m, compared with £4.962m at Period 8. The remaining balance of the Hardship Grant will be transferred to an earmarked reserve to support the extension of the hardship scheme in 2021/22.
11. As highlighted in the previous monitor, the Government announced changes, enabling local authorities to spread their estimated tax deficits over three years rather than the usual one, and as such the estimated deficit was completely removed from the 2020/21 outturn. The budget for 2021/22 was set using the estimated deficit at Period 8 of £4.962m spread over the next three financial years. The improvement in the outturn forecast to £3.724m will impact on these budgeted assumptions and the timing of the release of the positive movement will be considered as part of the yearend closedown.
12. In summary, as at period 10 the forecast year-end balance on the Council Tax Collection Fund is a deficit of £4.07m (£5.31m at period 8), consisting of an overpayment of £345k in the brought forward balance plus an in year shortfall of £3.72m. The Council's share of this is £3.33m, of which £285k has been identified in an earmarked reserve leaving a balance of £3.05m. The new requirement for local authorities to spread their tax deficits over three years will reduce the financial impact of the full deficit, in 2020/21, to a neutral amount, however this will need to be recovered between the periods 2021 to 2023.

Business Rates

13. The 2020/21 budget included anticipated growth in retained business rates, related S31 grants and redistribution of prior year surpluses of £11.35m. Projecting business rates is by its nature complex and prone to variation, in addition the impact of COVID-19 has added further uncertainty to the accuracy of projections.
14. In previous reporting periods, a broad estimate was made that there would be a reduction in income from non-retail businesses of 5% over the year, resulting in a shortfall of approximately £3.5m.
15. A similar figure is also projected at Period 10, with a shortfall in business rates income of £3.61m compared to £3.57m at Period 8. The shortfall consists of a deficit on the Collection Fund of £5.53m which is offset by various positive General Fund components (section 31 grants, GM Pilot payments) of £1.92m. The Government has announced changes, enabling local authorities to spread their tax deficits over three years rather than the usual one. This will reduce the financial impact of the collection fund deficit of £5.53m in 2020/21 to a neutral amount, however this will need to be recovered between the periods 2021 to 2023. In addition, the positive outturn within the General Fund

of £1.92m will be transferred to the Business Rate Risk Reserve, as previously reported, to help absorb any future business rates volatility.

16. As reported in period 8, the above figures include a payment to Greater Manchester Combined Authority (GMCA) of £2.70m relating to the benefit of the Business Rates Growth Pilot sharing scheme in 2020/21. GMCA has clarified that due to COVID-19 pressures across GM Authorities, they now longer require the payment. This amount will be transferred to the Budget Support Reserve as stated at period 8.
17. Since Period 8, GMCA has announced an additional redistribution of Growth Pilot Monies relating to 2019/2020 across the Greater Manchester Business Rates Pool members. Trafford's share is £1.73m and is expected to be received in the current financial year. In line with our budget proposals this amount will be transferred to the budget support reserve.
18. In a similar manner to the Council Tax Income Compensation Scheme, the Government has also announced support of 75% of budgeted losses on business rates. This grant may be received in the current financial year, however will be transferred to a suitable reserve to be drawdown to meet the requirements assumed in the budget for 2021/22.

Impact of COVID-19

19. During the course of 2020/21 the implications of Covid-19 have had a major and unprecedented impact on the Council's finances. The net pressures being felt in 2020/21 have been detailed in the service narratives and a summary is shown in Table 4, along with the grant funding, CCG and earmarked reserves contributions.

Table 4 – Impact of COVID-19 on Services	Period 8 2020/21 £000	Period 10 2020/21 £000	Change P8 to P10 £000
Estimated Gross Service Pressures	41,166	47,696	6,530
Estimated Funding Pressures (Council Tax and Rates)	10,046	9,089	(957)
Gross COVID-19 Pressures	51,212	56,785	5,573
CCG contribution – PPE – Adults Services	(478)	(511)	(33)
CCG contribution - Hospital Discharges	(9,188)	(10,487)	(1,299)
Infection Control (Care Homes) Grant	(4,246)	(4,246)	0
Public Health – Test and Trace Grant	(1,457)	(1,457)	0
Council Tax Hardship Grant	(667)	(510)	157
Emergency Assist Grant (*)		(218)	(218)
Clinically Extremely Vulnerable (*)		(262)	(262)
Rough Sleeping emergency funding (*)		(20)	(20)
Self Isolation Grants (Admin Grant) (*)		(33)	(33)
COVID Winter Grant Scheme (*)		(588)	(588)
COVID Marshalls (*)		(107)	(107)
Community Champions		(473)	(473)
Rapid Testing		(550)	(550)
Workforce capacity		(473)	(473)
Total Specific Grants and Recharges to CCG	(16,036)	(19,935)	(3,899)
COVID-19 Support Reserve (Bal of 1 st Tranche held in reserve)	(4,722)	(4,722)	0
COVID-19 Support Grant 2nd Tranche	(6,539)	(6,539)	0
COVID-19 Support Grant 3rd Tranche	(1,814)	(1,814)	0
COVID-19 Support Grant 4th Tranche	(2,234)	(2,234)	0
Contain Management Outbreak Grant	(2,339)	(4,237)	(1,898)
COVID-19 Support SFC Income Loss Support	(3,575)	(3,377)	198
Total General Government Support	(21,223)	(22,923)	(1,700)
Net COVID-19 Pressures 2020/21 before removal of Collection Fund Deficit	13,953	13,927	(26)
Council Tax Deficit removed and recovered 2021 onwards	(4,059)	(3,045)	1,014
Business Rates Deficit removed and recovered 2021 onwards	(5,320)	(5,534)	(214)

Total Reserves and Funding Contribution	(9,379)	(8,579)	800
Net COVID-19 Pressures 2020/21	4,574	5,348	774

(*) Grant previously shown within Gross Service pressures

Gross Covid-19 financial pressures are estimated at £56.785m an increase of £5.573m from period 8. This largely relates to costs associated with additional grants relating to Contain Outbreak, Community Champions, Workforce Capacity, Rapid Testing and contributions from the CCG.

The movement in net costs of £774k is largely associated with a potential increase in demand in Adults Services of £500k for the remainder of the year and additional ICT equipment of £147k.

Net COVID-19 related pressures are estimated at £5.348m at period 10 (£4.574m at period 8), these have been offset to a degree by favourable movements across other services to arrive at a net underspend of £2.301m.

20. Since the period 8 monitor, the Government has announced a further details of new COVID-19 support measures, as well as additional funding for existing schemes, including:

- A Contain Outbreak Management Fund – this scheme was announced at the time of drafting this period 6 monitoring report to support proactive containment and intervention measures. To date the Council has received grant of £4.237m (£2.339m at Period 8). Whilst firm commitments exist for the majority of the grant, the programme is evolving as to how this resource will be utilised. For the purposes of monitoring, this grant and the estimated additional costs are assumed to be neutral in the forecasts with any under committed balance likely to be rolled over to 2021/22. Further instalments of funding are expected over the next few months. The grant and expenditure associated with the programme has been reflected in Adults, Public Health and Place Directorates with the balance of funding and expenditure held within Council Wide pending firm commitment.
- On 17th January the Government announced £269 million funding to help councils to increase staffing levels and testing. £120m funding will help councils to increase staffing levels and support rapid testing of staff and a further £149m will help care home providers with costs incurred, including setting up safe test areas and providing staff training. Trafford has been allocated £0.473m under the Workforce Capacity Fund and £0.550m to support rapid testing. For the purposes of monitoring, both of these grants have been assumed to be fully committed, with the expenditure and grant included in the adults services area.
- Community Champions – In January 2021 the Council was successful in submitted an expression of interest for the Community Champions Fund, which was aimed supporting networks of volunteers to promote community engagement in mass testing. The amount of the award and associated expenditure at £0.473m is included in the Place Directorate forecasts.

21. Whilst the Service Areas have reported their COVID-19 related pressures separately, the COVID-19 Support Grant (1st, 2nd, 3rd and 4th tranches) have been accounted for in Council-wide as a centrally held resource for monitoring purposes. Likewise, the estimated income of £3.377m from the Sales, Fees and Charges compensation scheme will also be accounted for in Council-wide. The Council Tax Hardship Grant along with the Rates Relief Grants are also accounted for in Council-wide, however these will be utilised to offset pressures felt within Council Tax and Business Rates in the Collection Fund.

CAPITAL PROGRAMME

22. The revised programme for 2020/21 for the general Capital Programme and the Asset Investment Fund is £176.51m, a net reduction of £5.64m from the approved budget and a small net reduction of £3.17m since the last monitoring report.

Table 5: Capital Investment Programme 2020/21	Approved Programme £m	Changes £m	Current Programme £m	Change in Period (P8-P10)
Service Analysis:				
Children's Services	8.64	(1.33)	7.31	(0.85)
Adult Social Care	1.84	(0.05)	1.79	0.00
Place	29.98	(3.61)	26.37	(2.33)
Governance & Community Strategy	0.08	0.01	0.09	0.01
Finance & Systems	2.26	(0.66)	1.60	0.00
General Programme Total	42.80	(5.64)	37.16	(3.17)
Asset Investment Fund	139.35	-	139.35	
Total Programme	182.15	(5.64)	176.51	(3.17)

23. **Amendments to General Capital Programme
Re-profiling of Budgets to Future Years (£3.17m)**

Children's Services

- Basic Needs (£355k) – This element of resources is held as a contingency for basic need issues needing immediate resources to resolve and to assist in any cost pressures on active schemes. It is envisaged that these resources will not be utilised in this financial year and will be used to support the future basic need programme.
- Capital Maintenance (£365k) – This element of funding is used for both planned and reactive maintenance and as such there is an element held uncommitted this has now been transferred to 2021/22 for delivery of schemes as required.
- SEND (£130k) – Potential work for this resource has been identified at Lostock High School, this is being developed with expected delivery to take place in the 2021/22.

Place

- Integrated Transport – (£193k) – There has been a number of small schemes that have now been delayed while consultation works take place to develop the schemes, with works expected to take place once this has been completed.
- Affordable Housing – (£423k) Completion of this THT lead scheme which Trafford Council are contributing 25% of cost on completion is now expected to be completed in April 21.

- CCTV – (£189k) Work around CCTV coverage is still under development it is anticipated that this will be completed in the next financial year.
- DDA and Public Buildings – (£175k) Work on all but essential works are being carried out as a review of the corporate estate is undertaken.
- Town Centre and Business Loan Funds – (£170k) Due to the current pandemic and the lack of activity in our town centres there has not been any significant uptake for these funds. It is anticipated that once our high streets reopen there will be increased demand for these funds.
- Turn Moss – Playing Fields – (£250k) Work on this is expected to start this year with completion early in the new financial year.
- 9/11 Market Street Altrincham – (£239k) An options appraisal is currently being undertaken to assess if refurbishment or disposal is the best option for this property.
- Highways Structural Maintenance – (£753k) There are a number of schemes within Structural Maintenance and Bridge Assessments and Strengthening where work on site has not yet commenced but design work has been completed or is currently underway with work anticipated to commence early within the next financial year.
- Leisure Centres Essential Maintenance - £80k Additional essential works has been identified and brought forward across the various sites that require immediate action before financial year end.

24. Resourcing of the capital investment programme is made up of both internal and external funding. Details of this are shown in the following table.

Table 6: Capital Investment Resources 2020/21	Approved Programme £m	Changes £m	Current Programme £m
External:			
Grants	17.27	(1.91)	15.36
Contributions	3.21	(1.56)	1.65
Sub-total	20.48	(3.47)	17.01
Internal:			
Receipts requirement	6.02	(1.06)	4.96
Borrowing	154.99	(0.83)	154.16
Reserves & revenue contributions	0.66	(0.28)	0.38
Sub-total	161.67	(2.18)	159.50
Total Resourcing	182.15	(5.64)	176.51
Forecast Capital Receipts	1.91	-	1.91
Shortfall in Capital Receipts	(4.11)	(1.06)	(3.05)

25. The Strategic Land Review Programme is under continuous review with an active programme of work to dispose of assets to realise receipts as soon as possible at an appropriate value to assist with the funding of the capital

programme. In the current three year capital programme, approved in February 2020, over the three year period until 2023/24 there is an anticipated deficit of £2.57m. This level has not changed since the P4 monitor but it is to be noted that there are a number of pressures on receipts from both straight forward disposals and self-development schemes that will continue to be monitored and will be reflected within the programme as more certainty is reached.

26. It is currently anticipated that the 2020/21 capital receipts will be £3.05m below those levels required within this financial year. The shortfall in capital receipts is partially due to the Council taking forward a number of proposals for the self-development of sites rather than a straightforward disposal, which had generally been the case previously. This is expected to generate an increase in the returns from the sites, however, their longer term nature will have an impact on the short term funding of the current capital programme.
27. The current shortfall in receipts of £3.05m would potentially give rise to the need for external borrowing with a potential revenue cost of £170k, the Council will look to mitigate these potential costs through its Treasury Management activity. There is also a risk that if receipts are not realised over the longer period, or at all, then borrowing will then need to be paid for on a longer or more permanent basis and will result in a revenue budget pressure in the Medium Term Financial Plan.
28. Work is currently being undertaken to see if any properties currently within the Strategic Land Review Programme can be sold in advance of current assumptions. This is to assist with the current in year shortfall in receipts and reduce the need for short term borrowing.
29. On 17th February 2021, the Council approved the new capital programme from 2021/22 to 2023/24, and this budget reflected the requirement for £3.72m of capital receipts to be used to support the funding short fall in 2020/21, based on previous P8 monitor. The level of capital receipts estimated as being available to support the 2021/24 capital programme has been set at £19.18m. The Executive will receive regular updates on the capital programme and the level of available capital receipts during 2021/22 as part of the Capital Monitoring process.

Status and progress of projects

30. As part of the monitoring process a record of the “milestones” reached by each project is kept to show the progress of the scheme from inclusion in the Programme through to completion. The table below shows the value of the programme across the milestone categories.

Table 7: Status on 2020/21 Projects	Current Budget £m	Percentage of Budget
Already complete	22.32	60%
On site	13.22	35%
Programmed to start later in year	1.37	4%
Not yet programmed	0.25	1%
Total	37.16	100%

31. The first three categories give a good indication as to the level of confirmed expenditure to be incurred during the year. As can be seen £36.91m (99%) of the budget has now been committed or is programmed to start in the year.
32. Currently within the main capital programme, there have not been any specific schemes identified that will have a significant impact on the forecast levels of delivery and the current capital receipts position. This is under constant review with service areas and any issue that a rise will be reported here.

ASSET INVESTMENT PROGRAMME

33. In February 2020 approval was given to increase the Asset Investment Fund to £500m, supported by prudential borrowing, to support the Council's Investment Strategy. The transactions that have been agreed by the Investment Management Board to date have a total committed cost of £377.1m. The facility agreement at The Crescent (£44.32m anticipated outlay) is due to be repaid this year, meaning the balance of the approved £500m which is available for further investment is £166.67m (see table below).

Table 8: Asset Investment Fund	Prior Years £m	2020/21 £m	Commitment £m	Total £m
Total Investment Fund				500.00
Cost				
K Site, Stretford:-				
Equity in Trafford Bruntwood LLP	10.69	0.21	1.45	12.35
Development Loan to Bruntwood	10.69	0.21	1.35	12.25
Sonova House, Warrington	12.17			12.17
DSG, Preston	17.39			17.39
Grafton Centre incl. Travelodge Hotel, Altrincham	10.84			10.84
Trafford Magistrates Court	4.10	0.55		4.65
The Fort, Wigan	13.93			13.93
Sainsbury's, Altrincham	25.60			25.60
Brown Street, Hale	3.34	2.31	1.84	7.49
The Crescent, Salford	39.67	4.65	(44.32)	0
CIS Building, Manchester	60.00			60.00
Stretford Mall & Stamford Qtr				
Stretford Mall, Equity	8.82			8.82
Stamford Quarter, Equity	16.69			16.69
Acquisition Loan to Bruntwood	25.57			25.57
The Hut Group		46.28	21.22	67.50
Former sorting office, Lacy Street, Stretford	0.86	0.01	0.09	0.96
Various Development Sites	0.29	0.21		0.50
Castle Irwell, Salford	0	8.17	10.83	19.00
Total Capital Investment	260.65	62.6	(7.54)	315.71
Albert Estate Treasury Investment	17.62			17.62
Total Investment	278.27	62.6	(7.54)	333.33
Balance available				166.67

34. These investments are forecast to generate a net benefit to the revenue budget this year of £6.70m, which is an adverse variance of £728k compared to the budgeted target of £7.43m. The key variances are made up by the below:
- The Strategic Investment Property Portfolio is being closely monitored and there are pressures forecast, due to COVID-19, in achieving the budgeted levels of income at the Stretford Mall, Stamford Quarter and the Grafton Centre. These shortfalls are anticipated to be £891k in 2020/21.

- An equity investment is required to support the cash flow at the Lumina Village LLP (K Site) until new leases are agreed and land disposal start to take place in 2021. The cost of this investment is estimated to be £250k, with £100k funded from capital.
- The Council is currently carrying the cost of the former Sorting Office at Lacy St, Stretford, while the site awaits redevelopment. This is forecast to be £53k adverse in 2020/21.
- Due to the current economic climates, there has been a reduction in the EU Reference Rate and UK LIBOR. This has impacted on the variable interest elements of the Council's loan facility at the CIS Tower and its corporate loan to Bruntwood. This is forecast to result in an income shortfall in 2020/21 of £149k. This shortfall will be met through a reduction in the forecast contribution to the Council's risk reserve from these assets.
- This year there are two new debt facilities, agreed at Investment Management Board; an early drawdown of the agreed debt facility for the Hut Group to support new regeneration, and a facility at Castle Irwell to support a residential development. This additional income, forecast to be a net £624k in 2020/21. Phase 1 of the Hut Group debt investment, £30m, has been repaid in full, and the drawdowns for Phase 2 have now begun.
- The Council has paid £122k in insurance and service charges that has been included in the outturn, the Council is seeking to recharge this under the tenancy agreement, in which case the pressure will be removed in the next monitor.
- The Crescent debt investment, £44.3m, has now been repaid in full, and a payment has been received for all outstanding interest and fees totalling £5.71m. This repayment happened later than anticipated in the budget, and so an additional £135k has been received, which paired with favourable borrowing rates for the Council has resulted in an in-year surplus of £422k. This surplus is to be contributed to the Risk Reserve.

35. The Council has set aside a Risk Reserve to mitigate against potential unforeseen cost or income pressure and to finance future investment in the Council's assets. At the start of the financial year this reserve stood at £3.9m and is forecast to rise by £1.4m this year, giving a year-end balance of £5.3m. This contribution is £352k lower than planned at the start of the year
36. There are a number of self-development schemes that are currently being undertaken to generate resources to support the capital programme. There is significant progress being made on these. Below is an update on the current schemes either currently on site or where progress has been significantly made;
- Brown Street
This scheme is on site and is progressing well, it is still anticipated that completion of the 10 townhouse and 12 affordable apartments will be in July 2021. The townhouses are to be sold on the open market and current advice given from the development partner's in house sales and marketing team is that the properties will achieve the market values assumed with the financial model for the scheme. The 12 affordable properties are to be sold to a Housing Registered Provider (RP). A number of offers had been received from RP's through a formal tender process and a preferred partner had been identified. Unfortunately this RP has now withdrawn. A new bidding process has been undertaken and is close to concluding. Currently the scheme is forecasting a return of £1.1m which is an IRR of 13%.
 - Sale Magistrates
A formal planning application has now been submitted with the Planning Authority and this process is now expected to be completed by March 2021. There has been a reduction of two properties within the scheme as a result of issues around building over a drainage systems which has recently been identified. This will potentially have a slight impact on the anticipated return for the scheme but an exercise is underway to mitigate this as far as possible and it is still expected that this will still be delivered within the current assumptions in the capital programme, with a development return of £3.0m which is an IRR 13%.
 - Jubilee Centre
The architect has been appointed for this schemes and with the rest of the design team being appointed imminently it is anticipated that consultation will start on the scheme in the New Year.

Issues / Risks

37. The main risk in the area of the capital programme is the timely delivery of the programme and the timely generation of receipts. These will continually to be closely monitored and any issues will be reported as and when they arise.

38. Risk around the investment strategy is assessed when investment options are appraised and approved with appropriate provision being made to mitigate elements of risk, including through the use of the Council's Risk Reserve.

Recommendations

39. It is recommended that that the Executive:
- a) note the updated positions on the revenue budget, collection fund and capital programme.
 - b) note the movements in earmarked reserves.

Appendix 1

Service Review/Virements	Children's (£000's)	Adults (£000's)	Place (£000's)	Strategy & Resources (£000's)	Finance & Systems (£000's)	Governance & Community Strategy (£000's)	Council -wide (£000's)	Total (£000's)
Period 8 Report	42,095	61,766	29,360	5,128	7,900	6,518	22,755	175,522
Virements:								
Senior Business Intelligence Analyst funded by Investors in Children fund	(18)			18				0
Total movements	(18)	0	0	18	0	0	0	0
Period 10 Report	42,077	61,766	29,360	5,146	7,900	6,518	22,755	175,522

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