

NOTICE OF MEETING

CABINET

Tuesday, 12th October, 2021, 6.30 pm - George Meehan House, 294 High Road, Wood Green, N22 8JZ

To watch the meeting, click [here](#)

Members: Councillors Peray Ahmet (Chair), Mike Hakata, John Bevan, Zena Brabazon, Seema Chandwani, Lucia das Neves, Julie Davies, Isidoros Diakides and Ruth Gordon

Quorum: 4

1. FILMING AT MEETINGS

Please note that this meeting may be filmed or recorded by the Council for live or subsequent broadcast via the Council's internet site or by anyone attending the meeting using any communication method. Although we ask members of the public recording, filming or reporting on the meeting not to include the public seating areas, members of the public attending the meeting should be aware that we cannot guarantee that they will not be filmed or recorded by others attending the meeting. Members of the public participating in the meeting (e.g. making deputations, asking questions, making oral protests) should be aware that they are likely to be filmed, recorded or reported on.

By entering the meeting room and using the public seating area, you are consenting to being filmed and to the possible use of those images and sound recordings.

The chair of the meeting has the discretion to terminate or suspend filming or recording, if in his or her opinion continuation of the filming, recording or reporting would disrupt or prejudice the proceedings, infringe the rights of any individual or may lead to the breach of a legal obligation by the Council.

2. APOLOGIES

To receive any apologies for absence.

3. URGENT BUSINESS

The Chair will consider the admission of any late items of Urgent Business. (Late items of Urgent Business will be considered under the agenda item where they appear. New items of Urgent Business will be dealt with under Item 16 below. New items of exempt business will be dealt with at Item 22 below).

4. **DECLARATIONS OF INTEREST**

A Member with a disclosable pecuniary interest or a prejudicial interest in a matter who attends a meeting of the authority at which the matter is considered:

- (i) must disclose the interest at the start of the meeting or when the interest becomes apparent, and
- (ii) may not participate in any discussion or vote on the matter and must withdraw from the meeting room.

A Member who discloses at a meeting a disclosable pecuniary interest which is not registered in the Register of Members' Interests or the subject of a pending notification must notify the Monitoring Officer of the interest within 28 days of the disclosure.

Disclosable pecuniary interests, personal interests and prejudicial interests are defined at Paragraphs 5-7 and Appendix A of the Members' Code of Conduct.

5. **NOTICE OF INTENTION TO CONDUCT BUSINESS IN PRIVATE, ANY REPRESENTATIONS RECEIVED AND THE RESPONSE TO ANY SUCH REPRESENTATIONS**

On occasions part of the Cabinet meeting will be held in private and will not be open to the public if an item is being considered that is likely to lead to the disclosure of exempt or confidential information. In accordance with the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 (the "Regulations"), members of the public can make representations about why that part of the meeting should be open to the public.

This agenda contains exempt items as set out at **Item 17 : Exclusion of the Press and Public**. No representations with regard to these have been received.

This is the formal 5 clear day notice under the Regulations to confirm that this Cabinet meeting will be partly held in private for the reasons set out in this Agenda.

6. **MINUTES (PAGES 1 - 14)**

To confirm and sign the minutes of the meeting held on 14 September 2021 as a correct record.

7. **MATTERS REFERRED TO CABINET BY THE OVERVIEW AND SCRUTINY COMMITTEE**

For Cabinet to note (*if any*)

8. DEPUTATIONS/PETITIONS/QUESTIONS

To consider any requests received in accordance with Standing Orders.

9. ADDITIONAL SITES FOR CONSIDERATION WITHIN THE HOUSING DELIVERY PROGRAMME (PAGES 15 - 32)

[Report of the Director for Housing, Regeneration and Planning. To be introduced by the Cabinet Member for House Building, Place-Making and Development]

This report will seek approval to include additional sites of Council-owned land in the housing delivery programme so that their feasibility for the delivery of new homes can be determined. The report also seeks approval, in the event that any of those sites is found to be appropriate for new homes, to develop and submit design proposals for consideration by the Planning Authority.

10. APPROVAL OF HOUSING CONSTRUCTION CONTRACT AND LAND APPROPRIATION AT REDLANDS, SUMMERHILL ROAD N15 (PAGES 33 - 46)

[Report of the Director for Housing, Regeneration and Planning. To be introduced by the Cabinet Member for House Building, Place-Making and Development]

The report will ask Cabinet to approve the letting of a build contract to build eight new Council homes for Council rent. It will also request the appropriation of the land, first for planning purposes and then on completion for housing purposes.

11. CIVIC CENTRE REFURBISHMENT (AND EXTENSION) WORKS (PAGES 47 - 56)

[Report of the Director for Housing, Regeneration and Planning. To be introduced by the Cabinet Member for Finance and Transformation]

This report requests that Cabinet agree to enter into contract with the Multi-Disciplinary Design Team for the design and refurbishment (and extension) of the Council owned, Grade II listed Civic Centre. In addition delegated authority is sought to the Assistant Director of Property and Capital Works to submit Planning and Listed Building applications during the design process.

12. AWARD OF HOUSING RELATED SUPPORT CONTRACTS - MENTAL HEALTH PATHWAY- SHORT TERM SUPPORTED ACCOMMODATION AND FLOATING SUPPORT (PAGES 57 - 88)

[Report of the Director of Adults and Health. To be introduced by the Cabinet Member for Health, Social Care and Well-Being]

This report requests that Cabinet award the Housing Related Support contracts for supported accommodation and floating support services for homeless adults with mental health needs.

13. VARIATION TO HARINGEY HIGHER LEVEL SKILLS CONTRACT AGREEMENT WITH GLA (PAGES 89 - 146)

[Report of the Director for Housing, Regeneration and Planning. To be introduced by the Cabinet Member for Employment, Skills and Corporate Services]

This report requests that Cabinet increase the contract amount for the Haringey Higher Level Skills programme, match funding GLA investment.

14. MINUTES OF OTHER BODIES (PAGES 147 - 150)

To note the minutes of the following:

Cabinet Member Signing 15 September 2021

15. SIGNIFICANT AND DELEGATED ACTIONS (PAGES 151 - 152)

To note significant and delegated decisions taken by Directors.

16. NEW ITEMS OF URGENT BUSINESS

To consider any items admitted at Item 3 above.

17. EXCLUSION OF THE PRESS AND PUBLIC

Note from the Democratic Services and Scrutiny Manager

Items 18 to 22 allow for consideration of exempt information in relation to items 6, 10, 11 and 12.

TO RESOLVE

That the press and public be excluded from the remainder of the meeting as the items below, contain exempt information, as defined under paragraphs 3 and 5, Part 1, schedule 12A of the Local Government Act:

Information relating to the financial or business affairs of any particular person (including the authority holding that information).

Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings

18. EXEMPT - APPROVAL OF HOUSING CONSTRUCTION CONTRACT AND LAND APPROPRIATION AT REDLANDS, SUMMERHILL ROAD N15 (PAGES 153 - 156)

As per item 10.

19. EXEMPT - CIVIC CENTRE REFURBISHMENT (AND EXTENSION) WORKS (PAGES 157 - 160)

As per item 11.

20. EXEMPT - AWARD OF HOUSING RELATED SUPPORT CONTRACTS - MENTAL HEALTH PATHWAY- SHORT TERM SUPPORTED ACCOMMODATION AND FLOATING SUPPORT (PAGES 161 - 164)

As per item 12.

21. EXEMPT - MINUTES (PAGES 165 - 166)

To confirm and sign the exempt minutes of the meeting held on 14 September 2021 as a correct record.

22. NEW ITEMS OF EXEMPT URGENT BUSINESS

To consider any items admitted at Item 3 above.

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Monday 4 October 2021

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MINUTES OF MEETING Cabinet HELD ON Tuesday, 14th September, 2021, 6.40 - 8.15 pm

PRESENT:

Councillors: Peray Ahmet (Chair), Mike Hakata, John Bevan, Zena Brabazon, Lucia das Neves, Isidoros Diakides and Ruth Gordon

600. FILMING AT MEETINGS

The Chair referred to the information as set out in the agenda and advised that the meeting was being filmed.

601. APOLOGIES

Apologies for absence were received from Councillors Chandwani and Davies.

602. URGENT BUSINESS

There were no items of urgent business.

603. DECLARATIONS OF INTEREST

Councillor das Neves declared an interest in respect of item 12 – Selby Urban Village Design Team Contract Variation – as she was a Trustee of the Selby Trust.

604. NOTICE OF INTENTION TO CONDUCT BUSINESS IN PRIVATE, ANY REPRESENTATIONS RECEIVED AND THE RESPONSE TO ANY SUCH REPRESENTATIONS

There were no representations made.

605. MINUTES

RESOLVED

That the minutes of the Cabinet meetings held on 13 July 2021 and 22 July 2021 be approved as a correct record.

606. MATTERS REFERRED TO CABINET BY THE OVERVIEW AND SCRUTINY COMMITTEE

None received.

607. DEPUTATIONS/PETITIONS/QUESTIONS

Petition

The Chair informed the Cabinet that she had accepted a petition submitted by Bounds Green residents living in the proposed Bounds Green Low Traffic Neighbourhood (LTN) C area in relation to the proposed plans for an LTN in the area.

Deputations

There were two deputations for consideration at the meeting.

Deputation one

The first deputation was submitted by Vicki Leonard in relation to the petition submitted. Ms Leonard addressed the Cabinet and stated that the residents who had signed the petition felt that the scheme had been predetermined, and that this invalidated any consultation carried out as it would not take into account the views of the residents who did not want the scheme implemented. Ms Leonard noted that the consultation was ongoing and requested that the consultation results outlined in the petition be submitted as part of the consultation process. She added that Low Traffic Neighbourhoods could not be implemented without the support of the local community.

Councillor Hakata, Deputy Leader & Cabinet Member for Environment, Transport and the Climate Emergency responded to the deputation. He advised that it was imperative that local people were engaged with the process and that the Council had gone to unprecedented levels to do this. The designs for the LTNs were in the process of being co-designed with residents. Councillor Hakata added that it was important for residents to be involved with the consultation so that they could understand all aspects of the proposals, positive and negative. All feedback provided would be considered and fed into the final design of the scheme.

A member of the deputation party responded to the Cabinet Member and stated that that there had been no co-design whatsoever, nor any requests for residents to be involved in the consultation. She added that 94% of residents had responded negatively to the proposals and that the implementation of an LTN would lead to residents having to access their homes via busy main roads which had already been impacted by LTNs in the neighbouring borough.

The Cabinet Member advised that he would arrange to meet with the residents and discuss further issues.

The Leader thanked the deputation party for attending the meeting.

Deputation two

The second deputation was submitted by Jacob Secker, accompanied by Chris Houghton, in relation to item 13 – Options for Stapleford North Wing, Broadwater Farm Estate. Mr Secker requested that the Cabinet reject the proposal to demolish the Stapleford North Wing. He stated that the consultation was misleading, and his objections related to statements made in the s105 consultation pack, which was not included in the Cabinet papers. Mr Secker felt that the consultation was misleading

and did not give the true picture of the rent increases to be passed on to tenants once the new properties had been built. He added that if clear information was not provided to residents in regard to rents then they would not be able to vote in a future ballot, as they had not received all of the relevant information.

In response to a question from Councillor das Neves, Mr Secker stated that anyone reading the consultation papers would reach the same conclusion that rents would be equal or equivalent to current rents.

Councillor Gordon, Cabinet Member for House-Building, Place-Making and Development responded to the deputation. She advised that the decision to be taken was in regard to the north wing of the Stapleford North block, and not the whole block. She did not believe that residents had been misled and added that officers had worked hard to contact all affected residents. Residents would be provided with the full landlord offer before the ballot, so would be able to make an informed decision.

The Leader thanked the deputation party for attending and advised the Cabinet that she wished to vary the agenda to take item 13 – Options for Stapleford North Wing, Broadwater Farm Estate as the next item on the agenda. Cabinet Members agreed to the variation.

Clerks note – the agenda was varied to consider item 13 after item 8. The minutes follow the order of the agenda.

608. 2021/22 FINANCE UPDATE QUARTER 1

The Cabinet Member for Finance and Transformation introduced the report which provided an update on the Quarter 1 budget monitoring and Council's financial position. The report sought approval for any changes to the Council's revenue or capital budgets required to respond to the changing financial scenario and the delivery of the MTFS.

The Cabinet Member and the Director for Housing, Regeneration and Planning responded to questions from Councillor Palmer:

In broad terms, the Capital Programme had expanded substantially, however this was at the same time of the impact of the pandemic on the construction industry. This had caused delays in delivering on programmes but there had been no resources lost or projects abandoned as a result of this.

With regard to the Good Economy Recovery Plan, there had been money allocated and this was being spent. However, in some areas the spend was delayed due to further unanticipated lockdowns so it was felt that it would be appropriate to delay some spending at that time.

The Director for Housing, Regeneration and Planning agreed to provide a written response in relation to the delay of the Additional Carbon Reduction Project.

RESOLVED to

1. Note the forecast base budget revenue outturn for the General Fund of **£5.2m** and that Directors are seeking actions to bring the forecast down before the end of the year. (Section 6, Tables 1a and 1b, and Appendix 1).
2. Note that the **£13.9m** forecast Covid pressure on the GF is expected to be offset by Government funding (Section 6 and Table 1a).
3. Note the net Housing Revenue Account (HRA) forecast of £0.6m overspend (Section 6 and Appendices 1 and 2).
4. Note the net DSG forecast of £6.6m overspend. (Section 6 and Appendix 1).
5. Note the forecast budget savings position in 2021/22 which indicates that £2.86m (27%) may not be achieved. (Section 6 and Appendix 3). This is incorporated in the GF budget pressures addressed in recommendations 3.1 and 3.2 above.
6. Approve the proposed budget adjustments and virements to the capital programme as set out in Table 2 and Appendix 6.
7. Note the 2021/26 Revised GF Capital MTFs budget after virements and budget adjustments proposed in recommendations 3.6 above (Appendix 5)
8. Note the forecast expenditure of £342m in 2021/22 which equates to 72% of the revised capital budget (Section 8 and Appendix 4).
9. To approve the revenue budget virements and receipt of grants as set out in Appendix 6.
10. To note the debt write-offs approved by officers in Quarter 1 2021/22 (Appendix 7) and approve the >£50,000 debt write-offs (Appendix 7a).
11. To note the C19 grants schedule (Appendix 8).

Reason for Decision

A strong financial management framework, including oversight by Members and senior management, is an essential part of delivering the council's priorities and statutory duties. This is made more critically important than ever as a result of the ongoing financial implications placed on the Council by the Covid-19 crisis.

Alternative Options Considered

The report of the management of the Council's financial resources is a key part of the role of the Director of Finance (Section 151 Officer) in helping members to exercise their role and no other options have therefore been considered.

609. HOUSING DELIVERY SCHEME AT TEMPLETON: REVISED COSTS APPROVAL

The Cabinet Member for House-Building, Place-Making and Development introduced the report which provided an update on the projected outturn of the development and sought approval to increase the contract sum to be paid to the contractor to £3,302,356 due to additional cost. The scheme would provide 11 new Council homes and was one of the first direct delivery projects carried out by the Council. The Cabinet Member drew attention to a typo in paragraph 4.5 which contained incorrect figures and advised that the figures in the recommendations were correct.

There had been lessons learned so far from the scheme which would be taken forward in future developments.

In response to Councillor Palmer, the Assistant Director for Housing advised that around 200 homes out of the 1000 council home target would be completed and habitable by May 2022.

RESOLVED to

1. Approve a gross increase of £252,193 in accordance with Contract Standing Order (CSO) 10.02.1 b) to a total contract sum of £3,302,356 to be paid to Kind Diamond Consortium Ltd in respect of the Templeton Hall and Garage Site development contract.
2. Notes that the overall Project cost increased by a net amount of £118,866 due to savings that offset the gross sum of £252,193.

Reasons for decision

The Templeton site has been identified as a site for the direct delivery of new Council homes by Haringey Council. The scheme has been granted planning consent and is nearing completion. The contractor was appointed following a competitive tender process and is progressing well on site.

On 9 July 2019 Cabinet approved a total cost of £3,710,158 for the construction of eleven Council homes for Council rent at Templeton Road including the appointment of Kind Diamond Consortium Ltd to complete the construction for a total sum of £3,050,163 and additional on-costs of £659,995.

Since signing the build contract, it has been necessary to make a number of amendments for essential elements that had not been included in the contract. There are cost implications to a number of these amendments. The most significant single elements not included in the original contract are listed below.

The Council is legally bound to the contract as signed, and each of the amendments was for a necessary part of the construction process that had not been included in the initial contract as signed.

The cost of the amendments to the development contract can be offset against savings made on the additional on cost £659,995 and contingencies approved by Cabinet and built into the original appraisal, so that the net overall effect is an increase of £118,296, representing approximately 3.0%.

The principal increased cost changes have been:

- Basic Asset Protection Agreement with Network Rail
- S278 Highways Works
- UKPN – new electrical connection to the site
- NHBC Insurance
- Cadent Gas Main diversion on site
- LCP Framework Fee

The principal reductions in costs have been:

- Reduction in contingencies
- Reduction in fees

Alternative options considered

An alternate option of either stopping the scheme whilst an agreement was made with Network Rail, Cadent, UKPN and Highways or not agreeing to the increased costs and carrying out the works under a separate contract were explored, neither of these options were practical nor did they offer value for money.

610. STROUD GREEN PRIMARY SCHOOL - PHASE 2 EXTERNAL ENVELOPE AND BUILDING SERVICES IMPROVEMENT WORKS – AWARD OF CONSTRUCTION CONTRACT

The Cabinet Member for Early Years, Children and Families introduced the report which sought approval for an award of contract to carry out Building Services Improvement and External Envelope Phase 2 works at Stroud Green Primary School, and to approve issuance of Letter of Intent.

In response to a question from Councillor Palmer it was advised that a strict safety programme had been developed for each school project to minimise the time students were decanted from school buildings and to ensure safety around the site. If there were specific issues in relation to any school project then this could be raised with the Project Manager.

Further to considering exempt information at item 20,

RESOLVED to

1. Approve an award of contract to Contractor A of £1,498,628.48.
2. Approve a client construction contingency of 10% that equates to £149,862.85 which will be strictly managed under change control governance arrangements.
3. Approve the issuance of a letter of intent for up to 10% of the contract value, totalling £149,862.85.

Reasons for decision

A major review of the condition and suitability of the Children's Services estate has been undertaken which has informed the Children's Service's asset management plan (CSAMP). This identified condition and suitability deficiencies in the primary, secondary, and wider Children's Service estate that need addressing in the short, medium, and long-term. Stroud Green Primary School is high priority for major works due to issues relating to safeguarding and school closure risks.

In 2018 an initial brief was given to undertake the most immediate (short term) health and safety, compliance, and resilience work. These findings included fire compartmentation, fire doors and cold-water system replacement and were subject to a separate award under delegated powers.

In 2019 a further commission was given to further investigate and address urgent works relating to the condition of building services (i.e. heating), external envelope (i.e. roofs, windows) and boundary security.

A scheme for Stroud Green Primary School was developed into 2 phases. Phase 1 sought to meet the criteria for Public Sector Decarbonisation (Salix) grant funding (a grant contribution of £129,000), minimise disruption to the school by maximising access over the 2021 school summer holiday period, ensure resilience for heating and hot water and support a comprehensive phasing plan. A construction award to Mulalley & Co Ltd was supported by Cabinet on the 15th June 2021 and commenced on site in July 2021. Phase 1 works include heating distribution system upgrade, secondary glazing, loft insulation and new entrance and accessible toilet) works. Both phases of works will improve the condition of the building for better education delivery but will also improve the energy efficiency and reduce carbon emissions during operation.

This construction award report requests a decision on the procurement of a Contractor A to undertake Phase 2 works:

- Windows and roof repairs
- External walls repairs
- Repairs to external stairs
- Repairs and redecoration to brick boundary walls
- Repairs to underground drainage

Alternative options considered

Do nothing option - a decision not to support this award of construction contract will result in the Councils failure to suitably maintain its education estate by undertaking essential condition improvements. This would increase the likelihood of reactive works which will create greater disruption and cost to the council and potentially result in the loss of education days. All of which would undoubtedly impact on the quality of teaching and learning.

611. SELBY URBAN VILLAGE DESIGN TEAM CONTRACT VARIATION

Clerks note: Councillor Diakides left the meeting at 7.55pm.

The Cabinet Member for House-Building, Place-Making and Development introduced the report which sought approval for the variation of a contract awarded in October 2019 to Karakusevic Carsen Architects (KCA) to lead masterplan design proposals for the Selby Urban Village from RIBA Stage 0-3. Since the award of the contract, an increase of £225,855 was sought to cover the costs associated with the programme delay caused by the impact of covid-19 and the need for KCA and the Selby Trust and Council partnership to undertake and commission additional work to support the design proposals.

In response to questions from the Cabinet, the Assistant Director for Regeneration and Economic Development advised that planning permission would be sought in March 2022 (not 2021 as set out in the report), and officers were confident that the scheme would continue to progress well.

In response to questions from Councillor Palmer, the Assistant Director for Regeneration and Economic Development advised that this project went beyond co-design and was a good example of working together with the Trust for the best outcome.

Further to considering exempt information at item 21,

RESOLVED to

1. Agree to vary the existing contract with the KCA to reflect:
 - a) An extended programme
 - b) Additional consultancy work
 - c) Cover the costs of undertaking additional reports that are required as part of the planning process now the new London Plan has been adopted
2. Approve the contingency amount set out in the exempt part of the report and to delegate to the Director of Housing, Regeneration & Planning, authority to approve the use of the contingency.
3. In accordance with Contract Standing Order 10.02.1(b) approve the variation sum of £225,885 (excluding contingency), bringing the total contract value to £967,551.

Reasons for decision

The reasons for varying the existing contract are because the design programme has had to be extended to allow for further work to be completed, additional work has been and is required to inform decision making and because additional surveys are required to align to the new London Plan requirements.

The Selby Urban Village programme has been impacted by Covid -19 and the inability to undertake engagement with the community as programmed throughout the Spring 2020. The council is committed to a placemaking approach embracing c-design and co-production with the Selby Trust. The process has highlighted a number of areas which have required further optioneering to support the business case development and the design, notably the long-term management arrangements for the site, in particular the community sporting offer. Whilst officers and the Design Team have worked hard to minimise the impact on the programme, it is the case that the design programme has been delayed by 6 months. Further information on the additional work and programme can be found in paragraphs 6.7 and 6.11.

In addition, the new London Plan requires further detailed information to support a planning application, consequently, further surveys and reports need to be commissioned to support the planning application. This work includes additional transport advice and evidence to support the transport strategy, fire safety advice, land contamination surveys and the development of a business case to support the design proposals for the sport offer on the site.

Alternative options considered

Officers have considered not extending the programme and commissioning additional work. However, this would mean that the design would not properly consider the long-term management and maintenance of the Selby Urban Village. Officers consider that it is right that time is taken to fully develop and consider the design alongside the management, so we can be confident that we have a sustainable development into the long-term.

The Council also considered not commissioning the additional reports required to support the planning application through KCA. However, their technical consultants are already embedded in the scheme and have the necessary knowledge and understanding required to develop the additional reports. Procuring this separately would cause further delay to the programme, given that we would need to undertake a procurement process and give consultants time to understand the detailed design proposals.

612. OPTIONS FOR THE FUTURE OF STAPLEFORD NORTH WING, BROADWATER FARM ESTATE

The Cabinet Member for House-Building, Place-Making and Development introduced the report which sought approval to include the demolition and re-provision of homes in the Stapleford North Wing block in the 'preferred design scenario' which would be presented to Broadwater Farm residents in a resident ballot in the coming months.

The Cabinet Member responded to questions from the Cabinet:

- There were 24 properties which would be affected (21 tenants). Residents had been engaged with and made aware of all options, which also included building around the wing, which would result in living with the disruption of a building site.
- The Residents Association had been engaged with and further meetings would be held with them.

The Cabinet Member responded to questions from Councillor Palmer:

- The information in the exempt appendices could not be discussed in the public part of the meeting. The consultation had involved a small number of people and some of the responses received could identify residents, and so that information had been made exempt.
- Home Loss and Disturbance Payments would be made to help with the cost of moving properties.
- Rents would be calculated on the same basis as they currently were and would take into consideration the size, location and design of properties.
- The recent Love Lane ballot had been carried out in line with relevant protocols, and the people on the estate had been provided with the full landlord offer prior to the ballot taking place.

Further to considering exempt information at item 22,

RESOLVED to

1. Note the feedback of the consultation from secure tenants in Stapleford North pursuant of Section 105 of the Housing Act 1985, and the non-statutory consultation with Council leaseholders of the same block, as described in paragraphs 6.3-6.16 and as set out in Appendix 1;
2. Authorise the inclusion of the demolition and re-provision of Stapleford North wing (flats 25-36 and 61-72) on Broadwater Farm in the 'preferred design scenario' and subsequent resident ballot.

Reasons for decision

The recommendations within this Cabinet report are being proposed following a consultation with residents on the future of the Stapleford North block.

The consultation presented residents with two main options but also gave residents the opportunity to raise further options for the Council to consider, if they felt that this was appropriate:

- 1) **Option one:** To refurbish the homes in Stapleford North and work with residents throughout the works to minimise disruption.
- 2) **Option two:** To demolish the Stapleford North block and rehouse current residents, with a Right to Return to the estate once the new homes are built.

Residents were also encouraged to indicate if they felt there were any options we hadn't considered and were presented with a third potential option, for permanent rehousing for the duration of the Northolt works. Responses to this are expanded on at 5.2 of this report and in Appendix 1 to this report.

The consultation has now been concluded and resident feedback has been received. Of the 21 eligible households, 21 responses were received (100%). 13 were in favour

of the demolition and re-provision of Stapleford North being included in the forthcoming resident ballot and 8 were in favour of retention and refurbishment.

This paper recommends that proposals to demolish and re-provide new homes are included within the forthcoming ballot. The paper also considers the reasons why residents were not in favour of the approach and sets out proposals to work with residents in the coming months to address these reasons.

With the intended ballot on proposals for Broadwater Farm in Autumn 2021, this is a period of considerable uncertainty for residents about their future housing. Through the rehousing team and the independent advisor, officers will work with residents to ensure they understand the next steps of the process and are supported at each stage.

Alternative options considered

As mentioned above, the consultation document sent to residents presented two main options for consideration, these were: Option 1 – refurbishing homes within the Stapleford North block and working with residents throughout the period of works to minimise disruption and Option 2 – Demolishing the Stapleford North block and rehousing residents.

The document also explained that a further option would be for all residents of Stapleford North to be rehoused for the duration of the works and then have the option to move back into a refurbished Stapleford North block once the works were complete. This was not presented as a main option because it would require residents to move for a period of up to three and a half years, which would be disruptive and inconvenient for residents. However, the consultation document made clear that residents could ask that this, or any other option be considered by the council if they wished. Only 1 resident referred to this option, as such it is not being taken forward.

613. VARIATION OF CONTRACT FOR 1-35 HEADCORN ROAD AND 51-92 TENTERDEN ROAD FIRE SAFETY WORKS

The Cabinet Member for Planning, Licensing and Housing Services introduced the report which sought approval for additional variation of costs under an existing building contract awarded to Greyline Builders Limited in February 2020. The costs would facilitate additional works to 1-35 Headcorn Road and 51-92 Tenterden Road, including installation of Automatic Fire Detection and associated fire safety works.

The Cabinet Member requested that assurances be given that the Residents Association would be engaged with, and the Director for Housing, Regeneration and Planning agreed to give that commitment.

Further to considering exempt information at item 23,

RESOLVED

That Cabinet in accordance with Contract Standing Order 10.02.1(b) approves additional costs and variations for Fire Safety Works to 1-35 Headcorn Road and 51-92 Tenterden Road as follows:-

1. A variation of the contract with Greyline Builders Limited to increase the value of the contract sum of £604,756 by £176,708, to an aggregate value of £781,464.
2. The additional consultants' fees of £14,868, resulting in a total additional cost of £191,576. This is in line with agreed terms in the contract.
3. Agrees that the cost of these works will not be recharged to the leaseholders of properties at 1-35 Headcorn Road and 51-92 Tenterden Road.

Reasons for decision

1-35 Headcorn Road and 51-92 Tenterden Road Fire Safety Works were approved by Cabinet in February 2020 and mobilised in October 2020. Additional works costs are required to carry out essential fire safety works, including:-

- Decanting costs to facilitate the removal of asbestos from the communal areas.
- Replacement of corridor doors.
- Electrical repairs to individual flats that were identified during the construction phase.
- Extension of time to deliver the works, incurred as a result of the delays in residents providing access during the Covid-19 pandemic.

Alternative options considered

The option of not doing the works was considered but rejected. As the Landlord, Haringey Council must comply with current Fire and Building Regulations as well as Asbestos Regulations and Health & Safety. It is more cost effective to include the works within the existing contract whilst on site as the works are integral to the fire safety works and will be less disruptive for our residents.

614. MINUTES OF OTHER BODIES

RESOLVED

To note the minutes of the Cabinet Member Signings and Urgent Decisions held on:

14 July 2021

27 July 2021

16 August 2021

16 August 2021

19 August 2021

615. SIGNIFICANT AND DELEGATED ACTIONS

RESOLVED

To note the significant and delegated decisions taken by Directors.

616. NEW ITEMS OF URGENT BUSINESS

None.

617. EXCLUSION OF THE PRESS AND PUBLIC

RESOLVED

That the press and public be excluded from the meeting for the consideration of agenda items 19-24 as they contain exempt information as defined in Section 100a of the Local Government Act 1972; Paragraph 1 – information relating to any individual; Paragraph 2 – information which is likely to reveal the identity of an individual; Paragraph 3 – information relating to the financial or business affairs of any particular person (including the authority holding that information), Paragraph 5 – information in respect of which a claim to legal professional privilege could be maintained in legal proceedings.

618. EXEMPT - MINUTES

RESOLVED

That the exempt minutes of the Cabinet meeting held on 22 July 2021 be approved as a correct record.

619. EXEMPT - STROUD GREEN PRIMARY SCHOOL - PHASE 2 EXTERNAL ENVELOPE AND BUILDING SERVICES IMPROVEMENT WORKS – AWARD OF CONSTRUCTION CONTRACT

The Cabinet noted the exempt information and the resolutions were agreed as per minute 610.

620. EXEMPT - SELBY URBAN VILLAGE DESIGN TEAM CONTRACT VARIATION

Clerks note – Councillor das Neves was not present for the consideration of this item.

The Cabinet noted the exempt information and the resolutions were agreed as per minute 611.

621. EXEMPT - OPTIONS FOR THE FUTURE OF STAPLEFORD NORTH WING, BROADWATER FARM ESTATE

The Cabinet noted the exempt information and the resolutions were agreed as per minute 612.

622. EXEMPT - VARIATION OF CONTRACT FOR 1-35 HEADCORN ROAD AND 51-92 TENTERDEN ROAD FIRE SAFETY WORKS

The Cabinet noted the exempt information and the resolutions were agreed as per minute 613.

623. NEW ITEMS OF EXEMPT URGENT BUSINESS

None.

CHAIR: Councillor Peray Ahmet

Signed by Chair

Date

Report for: **Cabinet 12 October 2021**

Title: **Additional sites for consideration within the Housing Delivery Programme**

Report

Authorised by: **David Joyce, Director of Housing, Regeneration and Planning**

Lead Officer: **Robbie Erbmman, Assistant Director of Housing**

Ward(s) affected: **Bounds Green, Hornsey, Muswell Hill, Northumberland Park, Seven Sisters, Tottenham Green, Tottenham Hale, White Hart Lane, Woodside**

Report for Key/

Non Key Decision: **Key Decision**

1. Describe the issue under consideration

- 1.1. This report seeks approval to include twelve more sites of Council-owned land in the housing delivery programme in order that their feasibility and capacity for the delivery of new homes can be determined. No decision is being taken at this stage to build on any of these sites. The report notes the removal from the programme of three sites found to be unsuitable for housing delivery.
- 1.2. In the event that a site is found to be appropriate for the delivery of new homes, this report also seeks approval for designs to be developed and submitted for consideration by the Planning Authority.

2. Cabinet Member Introduction

- 2.1. Three years ago, the Council promised to start a new era of Council housebuilding. We are delivering on that ambitious promise. The first twenty-five Council homes at Council rent for forty years have been built and let. 403 Council homes have already started on site, and more than one thousand will have started on site by March 2022. We will deliver 3,000 new homes by 2031.
- 2.2. Building Council homes is once again a core part of what the Council does. I'm pleased to recommend that Cabinet includes twelve new sites into the housing delivery programme so that we can investigate whether they are suitable sites on which to build some of the new Council homes that our community so desperately needs.

3. Recommendations

It is recommended that Cabinet:

- 3.1 Adds the twelve Council-owned sites listed in paragraph 6.6 and shown as red line boundary plans in Appendix 1 to the Council's housing development

programme in order that their feasibility and capacity for the delivery of new Council homes can be determined.

- 3.2 Agrees that where any of these sites is determined to be suitable for housing development, architectural designs for housing on the site should be developed through community engagement and then submitted to the Planning Authority for consideration.
- 3.3 Notes that the potential costs of carrying out the preparatory work up to a Planning Application for each individual site are expected to be within the delegated authority of the Director of Housing, Regeneration and Planning, although the cumulative costs of all these sites would be in excess of this.
- 3.4 Notes the removal of three sites listed in paragraph 6.16 from the housing delivery programme.

4. Reasons for decisions

- 4.1. The Council is committed to a new era of Council housebuilding in Haringey. These decisions are an essential step in achieving that aim.
- 4.2. In order to robustly assess each site listed in 6.6 for its suitability and capacity for housing development, further work now needs to be undertaken. In many cases, this will require the engagement of external surveyors and other contractors.

5. Alternative options considered

- 5.1. **Not to assess these sites for their development potential.** The Council has no statutory duty to develop these sites. However, the Council's top priority is the delivery of a new era of Council housebuilding. The sites in this report help to create a pipeline of new Council homes. To exclude them from the development programme would undermine the Council's capacity to deliver a new era of Council homes. With more than 11,000 Haringey households on the housing register, this option was rejected.
- 5.2. **Not to approve making planning applications where a site is appropriate for housing development.** This option was rejected as it would prevent the Council delivering new homes in a timely fashion.

6. Background information

- 6.1. The first priority of the new Borough Plan, adopted in February 2019, commits the Council to "work together to deliver the new homes Haringey needs, especially new affordable homes": "one of our very highest priorities is to start a new era of council housebuilding in the borough, particularly using our own land".
- 6.2. Cabinet has to date approved 77 sites of Council-owned land for inclusion in the Council housing delivery programme.

- 6.3. Those sites are a mixture of land on housing estates, mostly infill sites, and land not currently used for housing purposes. Most sites are held in the Housing Revenue Account (HRA). Some are held in the General Fund and will need to be appropriated into the HRA.
- 6.4. Infill sites in the HRA comprise underused land, generally on or around housing estates. Typically, these are garages, car parking spaces, or land between existing blocks. It is worth noting that developing any infill site means taking space for new homes that existing residents may be using for other purposes.
- 6.5. General Fund sites range from the conversion of unused shops into homes to the redevelopment of larger sites such as the former Cranwood Care Home.
- 6.6. Cabinet is now asked to add twelve sites set out in the table below to the Council's housing development programme so that their feasibility and capacity for the delivery of new Council homes can be determined. The table identifies each site's address and ward, and whether the land is currently held in the General Fund (GF) or the Housing Revenue Account (HRA). Red line drawings showing the location of each site are included in Appendix 1.

Site	Ward	Land
10 Lansdowne Road	Tottenham Hale	HRA
Portree Close	Bounds Green	HRA
Harvey House (Phase 2)	Hornsey	GF
Eade Road	Seven Sisters	HRA
Land adjacent to 16 Lynton Road	Muswell Hill	GF
Land adjacent to 1 Antill Road	Tottenham Green	HRA
Kings Road N17	Northumberland Park	HRA
Kings Road N22	Woodside	HRA
Tenby Close	Tottenham Green	HRA
Land to the rear of 622 Lordship Lane (aka 11 Acacia Rd)	Woodside	GF
Land to the rear of 163-173 The Roundway	White Hart Lane	HRA
Cunningham Road	Tottenham Green	HRA

- 6.7. No decision is being taken at this stage to build on any of these sites. Each site has been identified as a potentially suitable site on which to build new Council homes. That assessment has included site visits, the preparation of a red-line boundary of the site, and initial consultation with the Council's Arm's Length Management Organisation (Homes for Haringey), the Local Planning Authority and the Council's Strategic Property team, as well as initial legal checks to identify risks which could impact upon the design or finances of the scheme. Highly provisional capacity studies have been produced on this basis along with an initial assessment of the site's financial viability.
- 6.8. In order to assess each site's suitability further, and to determine the capacity of each site robustly, further work now needs to be undertaken in relation to each site. That work includes:

- Valuation and financial appraisal, a capacity study, and risk assessment
- Preparation of Title Register and Title Plan
- Further consultation on the site across the Council, with Ward Members, and external partners
- Further checks to identify legal risks which could impact upon the design or finances of the scheme
- Searches covering highways, railways and utilities
- Review of easements, covenants, rights of way or restrictions on title which may inhibit development
- Consultation with the Local Planning Authority to determine existing use, policy context, status of any existing consents, conservation area or listed building status
- Environmental report, including ground conditions and flood risk

6.9. In most cases, this work will require the engagement of external contractors and technical experts, such as building surveyors and architects.

6.10. If a site is found to be technically and financially viable for the delivery of new homes, the Council will engage with the community around the site's suitability and to develop high quality design proposals.

6.11. If high quality design proposals can be produced, they will be submitted to the Planning Authority for consideration.

6.12. The Planning Authority will carry out further consultation of the community before reaching a decision on whether to grant permission for the proposed designs to be built.

6.13. If planning permission is granted, Cabinet will then be asked to agree the construction of the approved scheme.

6.14. The potential costs of carrying out the feasibility and preparatory work up to a Planning Application for each individual site are expected to be within the delegated authority of the Director of Housing, Regeneration and Planning, although the cumulative costs of all these sites will be in excess of this.

6.15. In some cases, this more detailed feasibility work may determine that a site is *not* suitable for housing development. In that case, any costs incurred will not be recoverable for the Council and no grant will be available to meet those costs. It is expected that any such costs will be minimal.

6.16. Feasibility work has determined that three sites included in the programme are not suitable for housing development at this stage. As such, they have been removed from the housing delivery programme.

Site	Ward	Land
Chettle Court	Stroud Green	HRA
Blaenavon Garages	Fortis Green	HRA
Waltheof Gardens	Tottenham Green	GF

6.17. The land behind **Chettle Court** has been removed from the programme for two reasons. Firstly, the land slopes in such a way that the construction of homes on it would be prohibitively complex. Secondly, the site is a well-kept, well-used amenity space for the residents of the existing block at Chettle Court.

6.18. Proposals to include the provision of new homes alongside plans for a new adult day care facility at **Waltheof Gardens** in a phased development around an existing dentist surgery have been found not to be viable. Similarly, proposals for the redevelopment of a small garage site at **Blaenavon** were found not to be viable.

7. Contribution to strategic outcomes

7.1. Adding new sites to the Council's programme of housing development sites will help to enable the Council to deliver new Council homes, including supported housing. This supports the 2019-2023 Borough Plan, which has as its first priority a safe, stable, and affordable home for everyone, whatever their circumstances. Outcome 1 of that housing priority in the Borough Plan states that "*we will work together to deliver the new homes Haringey needs, especially new affordable homes*", and to "*secure the delivery of supported housing that meets the needs of older, disabled and vulnerable people in the borough*".

8. Statutory officer comments

Finance

8.1. The HRA Financial plan approved by Cabinet in February 2021 was developed with the flexibility to add/remove sites in the programme while ensuring that the HRA plan remains viable over a long time; and this is constantly reviewed.

8.2. Approval to add the 13 sites, at this stage, to the delivery programme does not guarantee progression of the sites beyond feasibility and capacity study stages.

8.3. Each site's viability within the HRA will be appraised and approval sought to progress each site if they are appraised as being viable.

8.4. The sites that are in the General Fund will need to be appropriated to the HRA before works are commenced. Thus, approval for appropriation of such sites will be sought from cabinet.

8.5. The initial cost of progressing these sites such as feasibility costs e.tc. will be accounted for as part of the cost of delivery of the units, if such sites are progressed.

8.6. It should be noted that where such sites did not progress, cost spent cannot be added to the cost of build of these units.

Legal

8.7. The Head of Legal & Governance has been consulted on the content of this report.

- 8.8. Any sites added to the programme would require a report on title and may also require section 105 Consultation should the decision be made to proceed with the redevelopment. Legal advice must be obtained where required.

Procurement

- 8.9 Strategic Procurement note the proposal set out within the paper. There are no current procurement implications.

Equalities

- 8.9. The Council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:

- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act
- Advance equality of opportunity between people who share those protected characteristics and those people who do not
- Foster good relations between people who share those characteristics and people who do not.

- 8.10. The three parts of the duty applies to the following protected characteristics: age disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex, and sexual orientation. Marriage and civil partnership status apply to the first part of the duty.

- 8.11. The decision to add sites to the housing delivery programme will increase the supply of homes which are genuinely affordable to local residents by delivering new build council-rented homes. This is likely to have a positive impact on individuals in temporary accommodation as well as those who are vulnerable to homelessness. Data held by the council suggests that women, young people, and BAME communities are over-represented among those living in temporary accommodation. Furthermore, individuals with these protected characteristics, as well as those who identify as LGBT+ and individuals with disabilities are known to be vulnerable to homelessness, as detailed in the Equalities Impact Assessment of the council's Draft Homelessness Strategy. As such, it is reasonable to anticipate a positive impact on residents with these protected characteristics.

- 8.12. It is noted that should these sites prove technically and financially viable for the delivery of new homes, then the Council will engage with the community around the site's suitability.

9. Use of appendices

Appendix 1– Red Line plans of sites recommended for inclusion into the housing delivery programme

10. Local Government (Access to Information) Act 1985

None

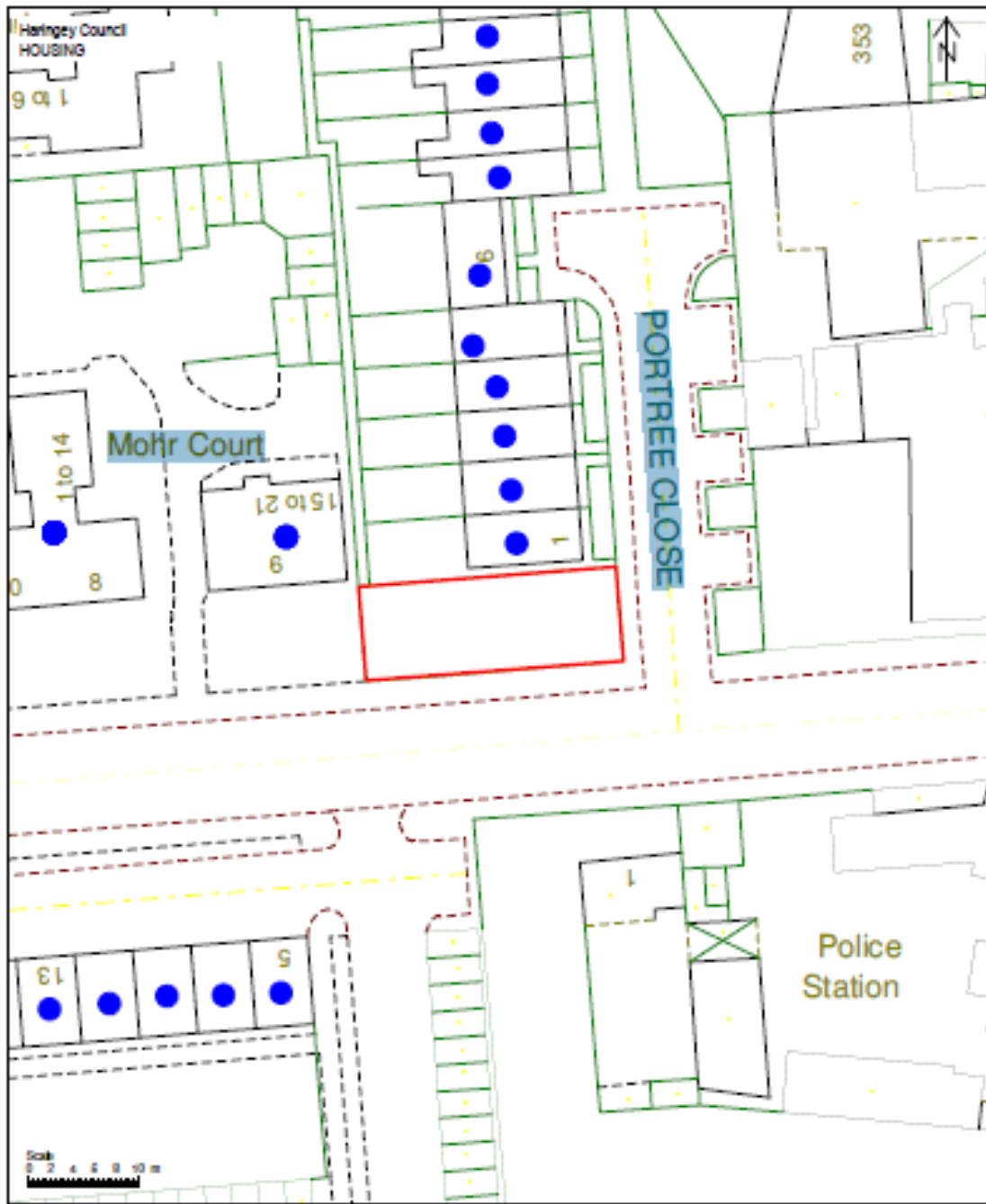
**Appendix 1 – Red line boundaries of sites proposed for inclusion in the housing delivery programme
October 2021**

1. Lansdowne Road



The area filled in red is the site proposed for consideration – ie part of the garden of the house included within the red lines.

2. Portree Close



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Portree Close
Wood Green
London
N22 8HD

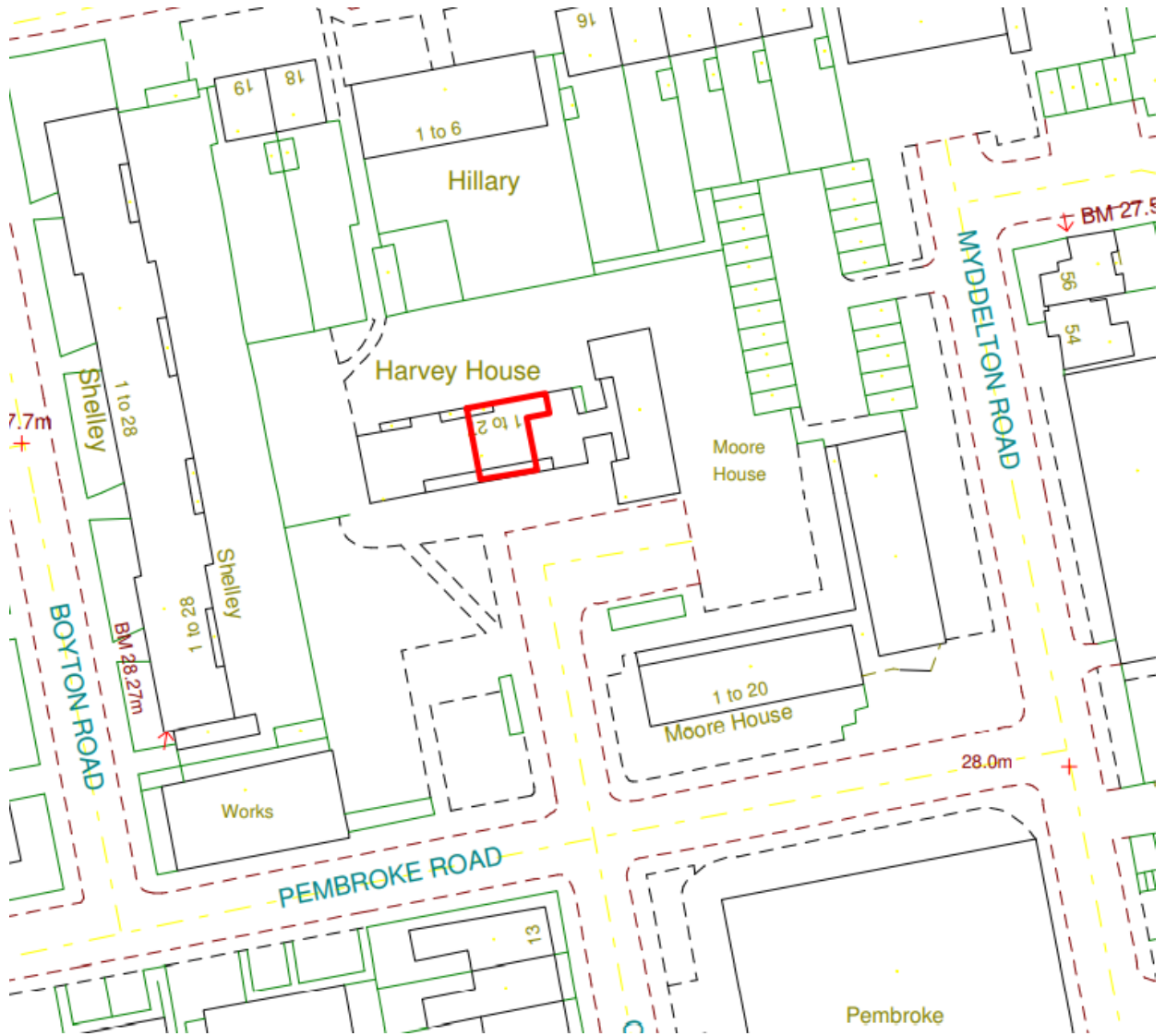
Red Line Site Boundary
Portfolio - HRA

Deed packet no:
Title no: MX437984

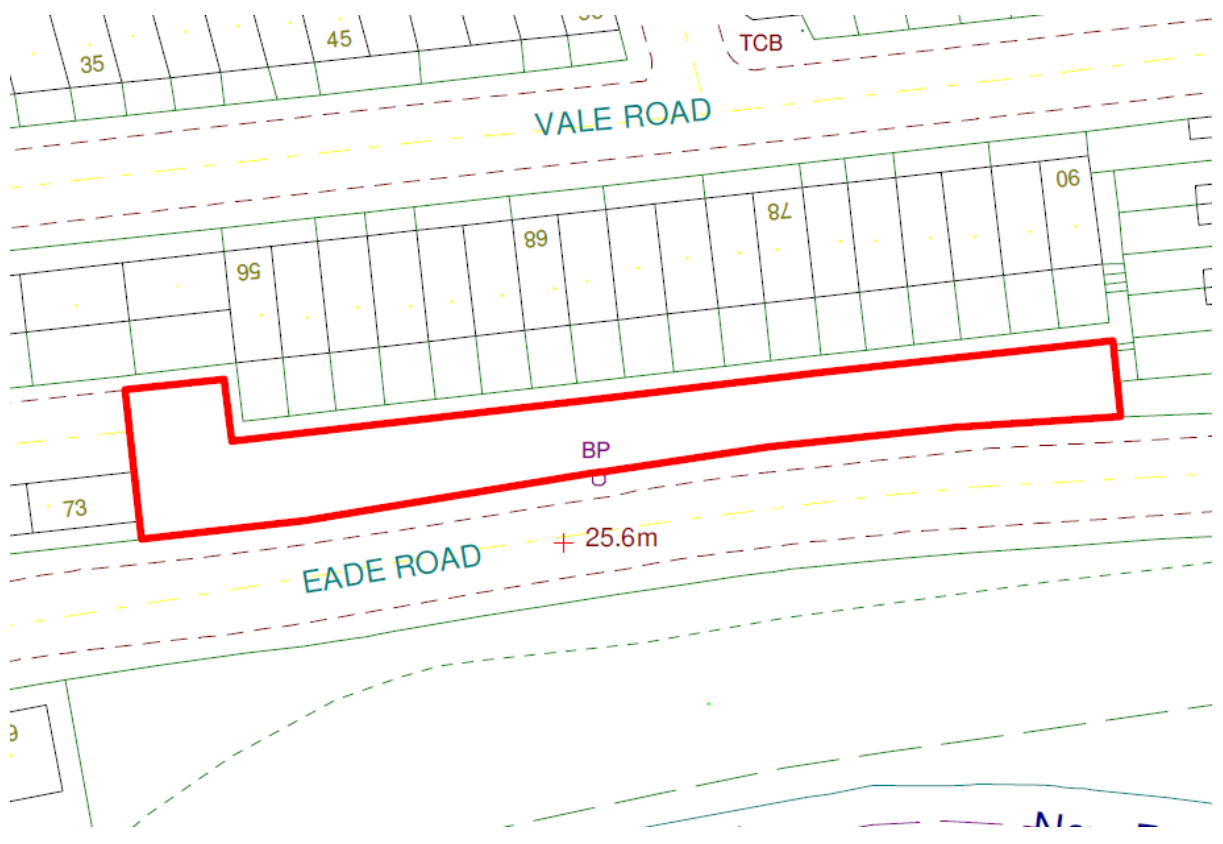
Ward: Bounds Green
Overly - HSC - Mix
Plan produced by Shannon Francis on 10/02/2021

Area: 0.0206 ha
Scale 1:500
Drawing No. BVES A4

3. Harvey House Phase 2



4. Eade Road



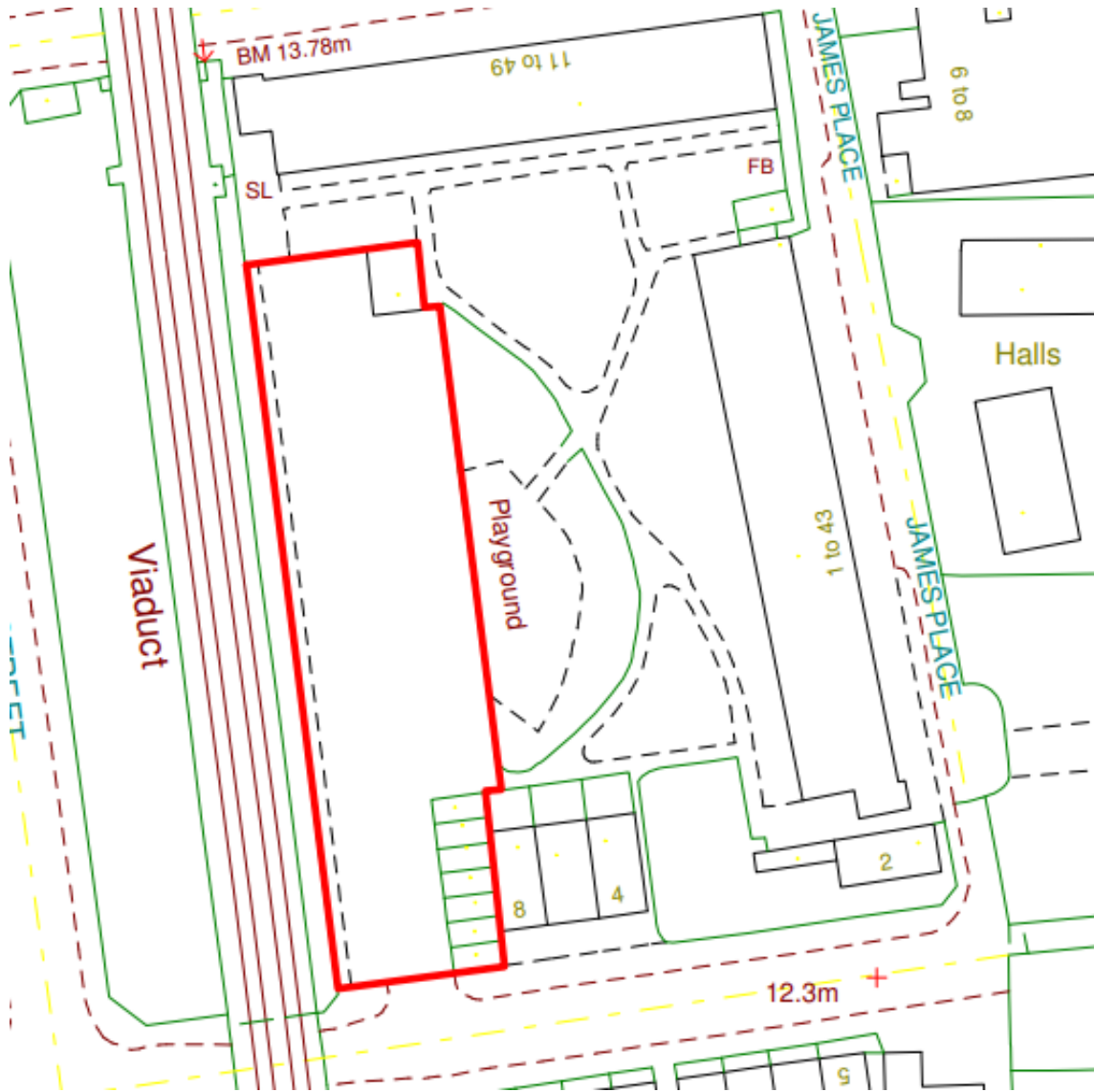
5. 16 Lynton Road



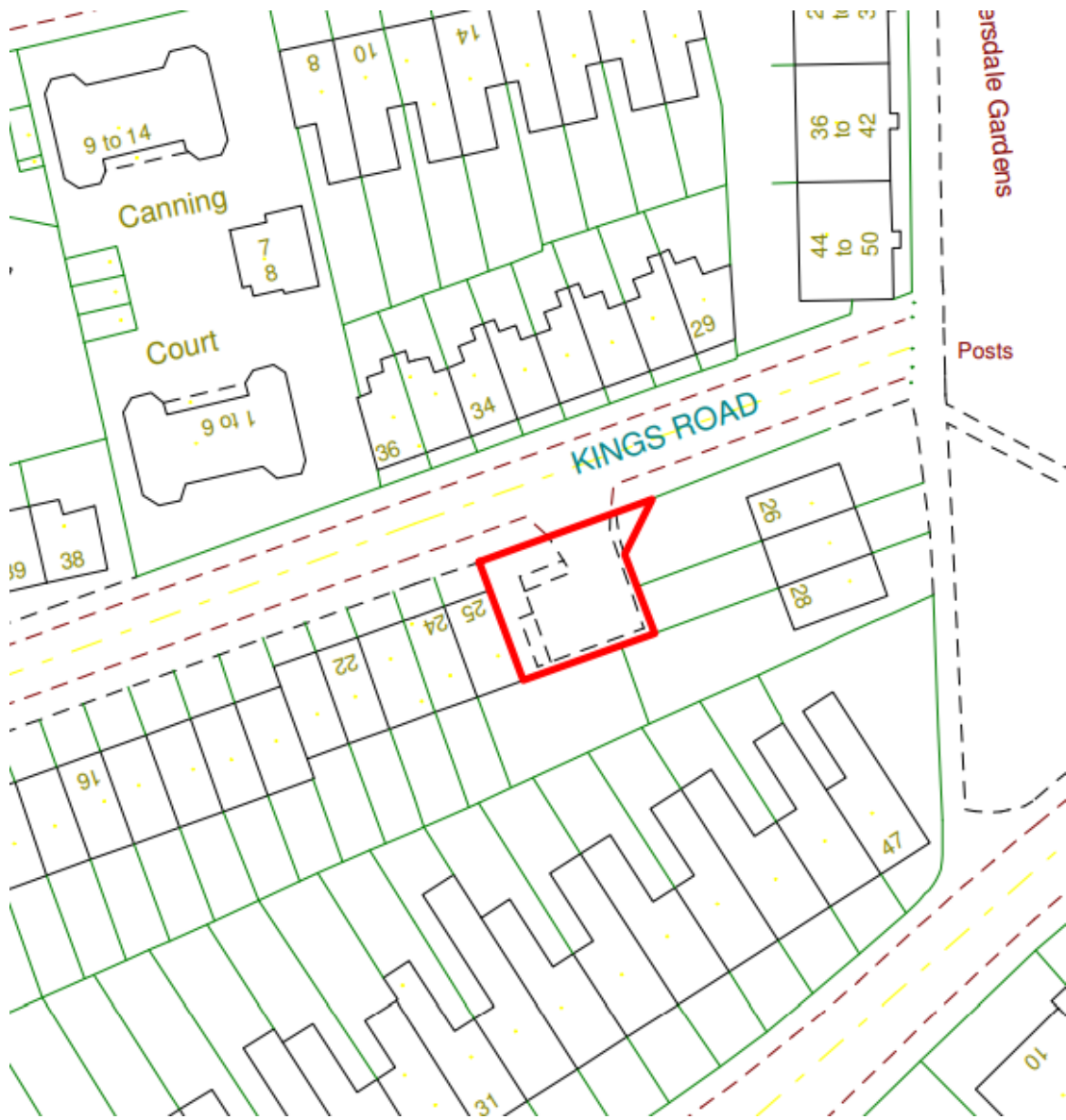
6. Antill Road



7. Kings Road N17



8. Kings Road N22



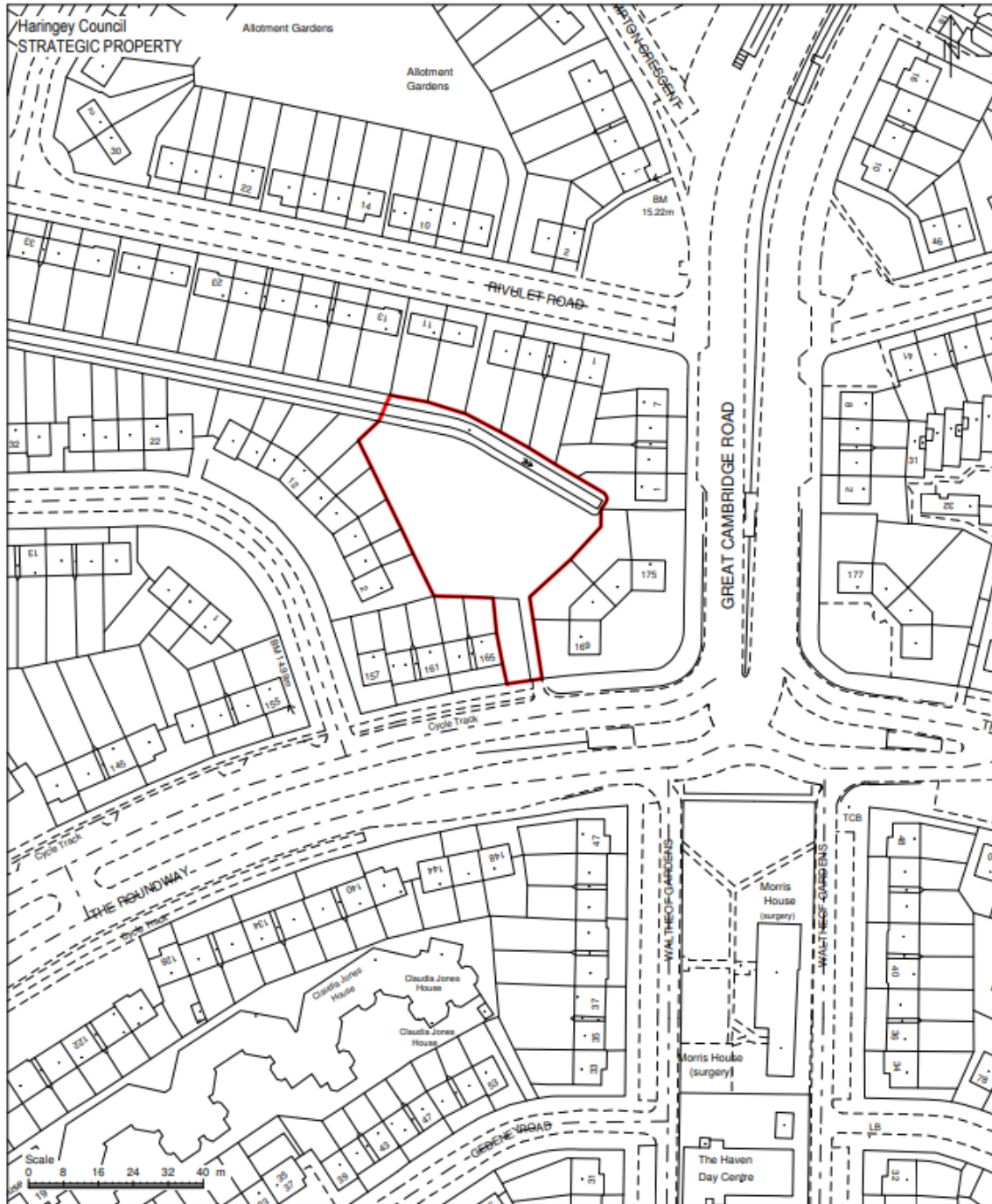
9. Tenby Close N15



10. Land to the Rear of 622 Lordship Lane (aka 11 Acacia Rd)



11. Land to the rear of 163-173 The Roundway



Land Rear of 163 - 173
The Roundway
Tottenham
LONDON
N17 7HE

Red verging - Site Boundary

CPM No. 0834

Title no. : EGL234032 FHO (Part)

12. Cunningham Road



Report for: **Cabinet October 2021**

Title: **Approval of housing construction contract and land appropriation at Redlands, Summerhill Road N15**

Report
Authorised by: **David Joyce, Director of Housing, Regeneration and Planning**

Lead Officer: **Robbie Erbmann, Assistant Director for Housing**

Ward(s) affected: **Tottenham Green**
Report for Key/

Non Key Decision: **Key Decision**

1. Describe the issue under consideration

- 1.1 This report seeks Cabinet's approval, in light of consultation with local residents, to build eight new Council homes for Council rent on Council land that is currently used primarily as a car park for the Redlands Estate residents and includes six garages.
- 1.2 In order to achieve this, Cabinet is being asked to agree that the Council should appropriate the land, first for planning purposes and then on completion for housing purposes in order to override any third party rights; and in light of a formal tender process to award a construction contract to Contractor A.

2. Cabinet Member Introduction

- 2.1. I'm pleased to recommend that Cabinet approves the construction of another eight new Council homes for letting at Council rent: two three-bedroom houses and a small block of six flats, four with two bedrooms and two with one bedroom. One flat will be fully accessible to wheelchair users.
- 2.2. These new homes will transform the lives of their new tenants. They will also enhance West Green Road and Summerhill Road, creating an active frontage, soft landscaping along both streets, and more a coherent building line. Existing residents on the estate will benefit from a new communal garden, cycle storage, and priority for the new homes through the Neighbourhood Moves Scheme

3. Recommendation

It is recommended that Cabinet:

- 3.1 Approves the appointment of Contractor A, identified in the exempt part of the report, to undertake the new build works to provide a total of eight new Council rented homes at Redlands, Summerhill Road for a total contract sum set out in the exempt part of the report; and approves the client contingency sum set out in the exempt part of the report.

- 3.2 Approves the appropriation of the land known as Redlands, Summerhill Road (edged red in the site plan attached at Appendix 1) from housing purposes to planning purposes as it is no longer required for the purpose which it is currently held, and for the purpose of carrying out development as set out in part 6 of this report.
- 3.3 Approves the use of the Council's powers under Section 203 of the Housing and Planning Act 2016 to override easements and other rights of neighbouring properties infringed upon by the Redlands, Summerhill Road development, under planning permission Ref: HGY/2020/1779.
- 3.4 Delegates to the Director of Housing, Regeneration and Planning, after consultation with the Director of Finance and the Cabinet Member for House building, Placemaking and Development, authority to make payments of compensation as a result of any infringement arising from the development and the recommendation 3.1.3, within the existing scheme of delegation.
- 3.5 Approves the appropriation of Redlands, Summerhill Road (edged red in the plans attached at Appendix 1) from planning purposes back to housing purposes under Section 19 of the Housing Act 1985, after practical completion of the development.

4. Reasons for decisions

- 4.1. The site known as Redlands, Summerhill Road was approved by Cabinet in July 2019 to be included in the Council's housing delivery programme. The scheme has subsequently been granted planning consent and is ready to progress to construction. This report therefore marks the third, and final, Members' decision to develop on this site.
- 4.2. Contractor A has been identified by a formal tender process to undertake these works.
- 4.3. There are no reasons for the Council to believe that any third-party rights would be infringed by the development: the scheme has received planning permission, and no concerns about the loss of rights were raised during extensive engagement and consultation. However, appropriation of the site for planning purposes is recommended as a precaution. It will allow the Council to use the powers contained in Section 203 to override easements and other rights of neighbouring properties and will prevent injunctions that could delay or prevent the Council's proposed development. Section 203 converts the right to seek an injunction into a right to compensation. The site will need to be appropriated back from planning purposes to housing purposes on completion of the development to enable the Council to use the land for housing and let eight new Council homes at Council rent.
- 4.4. The site proposal will provide eight much needed Council homes on Council land, alleviate potential anti-social behaviour attracted to the site by an open,

unsecured car park and improve both the estate boundary and street scene of West Green Road and Summerhill Road.

5. Alternative options considered

- 5.1. It would be possible not to develop this site for housing purposes. However, this option was rejected as it does not support the Council's commitment to deliver a new generation of Council homes.
- 5.2. This opportunity was procured via a competitive tender through the Crown Commercial Service (CCS) Construction Works and Associated Services Framework Agreement, the route recommended by Strategic Procurement for a contract of this value. Alternative options would have been either a competitive tender through the London Construction Programme (LCP) Major Works 2019 Framework Agreement or a direct appointment to one of the LCP framework providers. These options were both rejected: the first because a competitive tender through the LCP had already been unsuccessful, and the second because of the quality and price safeguarding a competitive tender is believed to provide.
- 5.3. The Council could continue with the scheme without appropriating the site for planning purposes, but this would risk the proposed development being delayed or stopped by potential third-party claims. By utilising the powers under Section 203 of the Housing and Planning Act 2016 (HPA 2016), those who benefit from third party rights will not be able to seek an injunction since those rights or easements that are overridden are converted into a claim for compensation only. The Council recognises the potential rights of third parties and will pay compensation where a legal basis for such payments is established. The housing delivery team actively engaged with local residents about the development of this site as they proceeded through the feasibility and design stages and any comments or objections raised were taken into consideration by Planning Committee in reaching its decision.
- 5.4. The Council could decide not to appropriate the land for housing purposes upon practical completion of the building works. This option was rejected because it could prevent the Council from being able to offer up these homes for occupation as social housing, thereby not supporting the delivery of much needed affordable homes.

6. Background information

Redlands, Summerhill Road development site

- 6.1. As shown in the plan in Appendix 1, the site consists of the land adjacent and behind 1-20 Redlands, Summerhill Road, fronting onto Summerhill Road to its eastern boundary and West Green Road to its southern boundary. The site sits adjacent to the border of the Clyde Circus Conservation Area, running along its northern boundary, which is lined with a variety of residential properties of differing age, condition and styles; a mixture of Victorian cottages and villas, Edwardian terraced houses and larger scaled blocks of flats from the late 20th century.

- 6.2. This land is Council-owned and held in the HRA.
- 6.3. In July 2019, Cabinet approved the inclusion of Redlands, Summerhill Road into the Council's housing delivery programme to determine its feasibility and capacity for the delivery of new homes and then, if appropriate, its progression through to planning consent.
- 6.4. Designs have been developed and approved that will deliver eight homes for Council rent at Redlands, Summerhill Road; two three-bedroom, five person houses, four two-bedroom, four persons apartments and two one-bedroom, two persons apartments (one being a fully accessible wheelchair apartment).

Engagement and Consultation

- 6.5. An initial resident engagement event was held on 13th February 2020 at Dorset Hall Nursery N15. The proposals were positively received by Members and residents in attendance. Residents highlighted the issue of limited public parking in the area which contributed to non-Redlands drivers using their estate car park and reported anti-social activity on-site caused by the open, unsecured nature of the car park.
- 6.6. Obligations to consult in line with section 105 of the Housing Act 1985 were applicable for this site. The section 105 consultation period commenced on 31st January 2020 and ran until 8th March 2020. Of the 20 homes that received the section 105 pack inviting responses, two households formally responded. Both households stated that they use the bays daily.
- 6.7. Whilst the loss of parking at Redlands, Summerhill Road will have some limited impact on parking provision locally, it should be noted that the site is very accessible to local services and amenities including public transport. The site has a rating of PTAL 4 and shops are within walking distance.
- 6.8. The scheme was submitted to planning on 27th July 2020 and residents were again formally consulted as part of this process. During the consultation period, the ground floor plan was redesigned to amend the parking provision from two wheelchair bays to include an additional four general use parking bays for the estate. Planning approval of the scheme was granted after considering responses to that consultation on 21st October 2020.

The Build Contract

- 6.9. This report is seeking final approval for the award of the construction contract to enable the new build works to commence.
- 6.10. The housing scheme at Redlands Summerhill has been designed up to stage 3+ of the Royal Institute of British Architects (RIBA) Plan of Works 2019. Since planning approval has been granted, a contractor is now needed to develop and finalise the technical design and complete the new build works. It is currently anticipated that the contract period will be 24 months.

- 6.11. The project tender process involved conducting an expression of interest exercise via the Crown Commercial Service (CCS) Construction Works and Associated Services Framework Agreement in May 2021. This culminated in interest from four contractors and was compliant with Contract Standing Orders so a competitive tender was deemed the appropriate route for the appointment of a principle contractor.
- 6.12. Bidders were asked by strategic procurement to respond to a 50% price, 50% quality assessment. Details of works cost received from all bidders has been provided in Appendix 2, which is exempt from publication due to the commercially sensitive nature of this information.
- 6.13. The quality questions were evaluated by Haringey's project team. The project team's Cost Consultant was assigned to independently evaluate the cost to ensure value for money in line with current market trends.
- 6.14. Contractor A's contract sum is in the exempt part of the report.
- 6.15. The recommendation is therefore to award the contract to Contractor A, as set out in the exempt report Appendix 2.
- 6.16. The contract is to be awarded to include new build works, site establishments, design works, site enabling, management costs, overheads and profits and there is a defects liability period of 12 months.
- 6.17. The tender assumes signing of the contract and site possession by November 2021, to allow start on site by in March 2022.

Appropriation of land

- 6.18. This report seeks approval to appropriate the site, Redlands, Summerhill Road (outlined in the plans attached at Appendix 1), for planning purposes pursuant to Section 122 of the Local Government Act 1972 as it is no longer required for the purposes for which it is currently held.
- 6.19. The site is located within the grounds of the existing Council block of 1-20 Redlands, currently consisting of a 20-bay car park, a row of 6 garages and hardstanding, including a UK Power Network Substation which will remain. The initial assessment of the site recommended two blocks to 'bookend' the existing estate with an infill of mews-style family homes would best respond to the urban gaps within the existing streetscape and activate the frontage on West Green Road. The appropriation of the land and the subsequent development will enable the Council to develop much needed housing in the London Borough of Haringey.
- 6.20. This report also seeks Cabinet approval to use the Council's powers under Section 203 of the Housing and Planning Act 2016 ("HPA 2016") to override easements and other rights of neighbouring properties infringed upon by the Redlands, Summerhill Road development. The types of rights that can be overridden include any easements, liberty, privilege, right or advantage annexed to land and

adversely affecting other land. This will include any right of light, or right of way enjoyed by a neighbouring landowner over the site. Any interference with such right may entitle the rightful owner to seek an injunction preventing the development from going ahead or seek damages for any right lost because of the interference. The Council recognises the potential rights of such third parties and will pay compensation where a legal basis for such payments is established.

- 6.21. It is not believed that the potential infringement of any third-party rights is a breach of human rights, being rights to private and family life. S203 will prevent an injunction being sought by a third party for breach of a right, the right will instead be converted into a right of compensation under section 204 of the HPA 2016.
- 6.22. Based on the feedback following the public consultation event, there have not been any claims that any third-party rights would be infringed by the development.
- 6.23. Regarding the value of potential compensation for the loss of third-party rights of access and or enjoyment, having undertaken the necessary checks against neighbouring properties, none have easements in relation to the site. Furthermore, no neighbouring properties have come forward asserting any rights of access or enjoyment. Based on these circumstances, it is unlikely that there will be any claims, but the level of compensation is unquantifiable until such a claim is made although it is not likely to be so significant as to impact on the scheme's viability.

7. Contribution to Strategic Outcomes

- 7.1. The recommendations in this report will support the delivery of the Housing Priority in the new Borough Plan, which sets out in its first outcome that *"We will work together to deliver the new homes Haringey needs, especially new affordable homes"*. Within this outcome, the Borough Plan sets the aim to *"Ensure that new developments provide affordable homes with the right mix of tenures to meet the wide range of needs across the borough, prioritising new social rented homes"*.

8. Statutory Officers comments

8.1. Legal

Appropriation for Planning Purposes

- 8.1.1 The Council holds the site for housing purposes but will be carrying out a redevelopment which may affect third party rights. In order to override any third-party rights affecting the site, the Council will need to appropriate the site for planning purposes. The Council may appropriate land from housing purposes to planning purposes under Section 122 of the Local Government Act 1972 and in order to engage Section 203 HPA 2016. Section 122 LGA 1972 allows the Council to appropriate for any purpose for which the council is authorised by statute to acquire land by agreement any land which belongs to it and is no longer required for the purpose for which it is held immediately before the appropriation.

- 8.1.2 The requirements (of Section 122 LGA 1972) are that:
- a) the site is Council owned land;
 - b) the site is no longer required for housing purposes; and
 - c) the Council is seeking to appropriate the land for the statutory purpose of planning.

8.1.3 The site does not contain open space.

Section 203 of the Housing and Planning Act 2016

8.1.4 By appropriating the land for planning purposes the Council is therefore able to engage the powers contained in Section 203 of the HPA 2016.

8.1.5 Under Section 203 the Council may carry out the development even if it involves (a) interfering with a relevant right or interest (b) breaching a restriction as to use of land. This applies to building work where: -

- a) there is planning consent;
- b) the work is on land appropriated for planning purposes (as defined under section s.246(1) of the Town and Country Act 1990);
- c) the authority could acquire the land compulsorily (under section 226(1) of the Town and Country Planning Act 1990) for the purpose of the building work. This is because the land will facilitate the carrying out of the development, re-development on or in relation to the land' or 'required for a purpose which is necessary to achieve the proper planning of an area in which the land is situated'. This requirement is satisfied as the Council considers that the development will lead to an improvement in the economic, social or environmental wellbeing of the areas as outlined in this report.

8.1.6 The requirements of Section 203 will be met once the appropriation takes place.

Appropriation for Housing Purposes

8.1.7 The Council will be seeking to appropriate the site back for housing purposes and be held within the HRA, following practical completion of the development. The Council can do so under Section 19 (1) of the Housing Act 1985. The legislation allows the Council as a local housing authority to appropriate for housing purposes any land for the time being vested in them and at their disposal. This appropriation is necessary as the new build units will be used for social housing by the Council and therefore must be held in the HRA.

8.1.8 The contract which this report relates to has been procured by a tender under the Crown Commercial Services Framework (Lot 1.1.2 - Building Works and Minor Associated Civil Engineering Works and Services) ("the Framework"). It is legally permissible for the Council to procure contracts by conducting a tender under the Framework as the Council is within the class of user permitted to use the Framework. Therefore, this is a compliant route to market.

8.1.9 In accordance with Contract Standing Order 9.07.1(d) Cabinet has authority to approve the award of the contract referred to in the recommendations.

8.1.10 The Head of Legal and Governance (Monitoring Officer) sees no legal reasons preventing Cabinet from approving the recommendations in the report.

8.2. **Procurement**

8.2.1 Strategic Procurement (SP) note that this report relates to the approval of Housing Construction Contract and Land appropriation at Redlands, Summerhill Road N15 .

8.2.2 SP support the recommendations in this report in accordance with Contract Standing Order clause 7.0.1. (b) .

8.2.3 Pursuant to CSO 7.01(b) and Regulation 33 of the Public Contracts Regulations 2015, SP confirms that tenderers were invited to Tender through the Crown Commercial Services Framework (Lot 1.1.2 - Building Works and Minor Associated Civil Engineering Works and Services).

8.2.4 The Council received 4 tenders from 4 contractors with further clarifications needed to achieve the final price.

8.2.5 SP note that tender returns were evaluated independently by a Quality Panel and the Price element of the Tender was evaluated separately. Contractor A scored the highest in quality and Price overall as set out in the Exempt part of this report.

8.2.6 SP support the recommendations within this report and have no objections with awarding this Contract to Contractor A for the value outlined within the Exempt part of this report.

8.3. **Finance**

8.3.1 The scheme will deliver 8 social rent units on completion at a total construction cost outlined within the Exempt part of this report.

8.3.2 The preferred contractor was selected by means of a competitive tender that assessed bidders based on 50% quality 50% price.

8.3.3 This scheme is contained in the current HRA financial plan and MTFs, and the total cost will be met from the approved new build capital budget.

8.3.4 There are no transfer values associated with appropriation from housing purposes to planning purposes and back, after practical completion, as the land is held in the HRA.

8.3.5 Further Finance comments are contained in the Exempt report Appendix 2.

8.4. **Equality**

8.4.1 The Council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:

- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act.
- Advance equality of opportunity between people who share those protected characteristics and people who do not.
- Foster good relations between people who share those characteristics and people who do not.

8.4.2 The three parts of the duty applies to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.

8.4.3 The proposed decision relates to new build works to provide six new Council rented homes at Redlands, Summerhill Road N15. The decision will increase the supply of Council rented homes. This will have a positive impact on individuals on the housing register, which includes people in severe housing need and people currently living in temporary accommodation. Data held by the council suggests that women, young people, and BAME communities are over-represented among those living in temporary accommodation. As such, it is reasonable to anticipate a positive impact on residents with these protected characteristics.

8.4.4 As part of the s105 consultation with residents around the removal of the existing car park, an EqlA was completed. As part of the new housing development, two wheel-chair parking spaces will be included in the design which will have a positive impact for residents with disabilities. In addition, four additional parking spaces will be put in place to mitigate concerns around access to parking spaces locally.

8.4.5 With regard to the land appropriation, it is noted that no third-party breaches are foreseen. With regards to the contract appointment, as an organisation carrying out a public function on behalf of a public body, the contractor will be obliged to have due regard for the need to achieve the three aims of the Public Sector Equality Duty as stated above.

9. Use of appendices

Appendix 1 – Red line boundaries, CGI Floor Plans – Redlands, Summerhill Road.
Appendix 2- Exempt – financial information

10. Local Government (Access to Information) Act 1985

Appendix 2 is NOT FOR PUBLICATION by virtue of paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972 in that they contain information relating to the financial or business affairs of any particular person (including the authority holding that information).

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Appendix 1

Redlands, Summerhill Road – Red Line Boundary – CGI of proposed new development and floor layout

The plan below illustrates the red line boundary plan for the Redlands, Summerhill Road development site. The site consists of the land adjacent and behind 1-20 Redlands, Summerhill Road, fronting onto Summerhill Road to its eastern boundary and West Green Road to its southern boundary.

The land marked red will be redeveloped to provide eight Council homes; two three-bedroom, five person houses, four two-bedroom, four persons apartments and two one-bedroom, two persons apartments (one being a fully accessible wheelchair apartment).



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Redlands
Summerhill Road
London
N15 4HE

Red verging - Site Boundary
Yellow outline - Public highway

Deed packet no. : 16anj

Title no. : MX146185

Ward - Tottenham Green

Area: 0.1026 ha

Overlay : HSC - Misc

Scale 1:1250

Plan produced by Shannon Francis on 14/10/2019

Drawing No. BVES A4 Misc

Redlands, Summerhill Road – Planning Approved Design and floor Layout



Site: Redlands, Summerhill Road

Appearance





Proposed view of mews houses from within the mews (Note: Without the boundary wall in place)

Site layout



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Report for: Cabinet

Title: Civic Centre Refurbishment (and Extension) Works

Report authorised by: David Joyce, Director of Housing, Regeneration and Planning

Lead Officer: Jonathan Kirby, Assistant Director Capital Projects and Property

Ward(s) affected: Woodside/ All Wards

**Report for Key/
Non Key Decision:** Key Decision

1. Describe the issue under consideration

- 1.1. This report provides an update about the Civic Centre project. It follows the decision by Cabinet in December 2020 to proceed with the project to repair and refurbish the listed Civic Centre to bring the building back into use by the Council as its new civic and headquarters building. The project is ready to proceed to the next stage of design and this report recommends the appointment of a Multi-disciplinary Design Team (RIBA Stage 2-6).
- 1.2. It was noted at Cabinet in December 2020 that the Civic Centre, even if extended as agreed on its current footprint, would not provide the space for all the Council's headquarter accommodation needs. More importantly there was a strong aspiration to enhance the community focus and uses of the Civic Centre once refurbished. It was therefore agreed to carry out a feasibility study to test whether an annex or extension on the Civic Centre car park site could achieve these ambitions.
- 1.3. On the basis of the feasibility work undertaken to date and in order to ensure that the project is able to deliver the broader community uses in addition to the civic and accommodation headquarters, it is recommended to continue with the design work to RIBA Stage 2 Concept Design to include the annex on the Civic Centre Car Park site as part of the Stage 2-6 design team appointment. This will help maintain pace in delivery of this project so that the overall benefits for the Council's staff and local community can be met at the earliest opportunity.
- 1.4. A further report will be brought back to Cabinet in January 2022 for approval to enabling works to the existing Civic Centre. At that time, a decision can be made about whether to continue to the next detailed design stage for both the Civic Centre & Annex or whether to continue on the basis of the originally agreed refurbishment/ extension project to the Civic Centre only. By January 2022, at the end of RIBA stage 2, design and cost information would have progressed, which can continually be checked against the underlying business case modelling.
- 1.5. In addition, more progress will have been made on the councils firm future ways of working, including post-pandemic workstyles and the impact of increased working in localities being introduced initially through the Connected Communities partnership working. The work on localities will be looking closely at how the

Council can improve its presence across the Borough to ensure the right balance between the Council's headquarters in Wood Green and the Council's presence in localities. All of which will further inform the councils wider accommodation strategy.

2. Cabinet Member Introduction

- 2.1. The Civic Centre has a long and rich local history. We have seen many nationally significant moments in history take place there, as we can see on the illustrations on the hoarding for building. The refurbishment of the Civic Centre will allow for many benefits outlined in this report. More importantly it will re-establish listed building with its iconic image as a focal point for public life in Haringey; a reminder of those important past event and allowing for more in the future. We should be proud to be protecting the Civic Centre for the benefit of future generations.
- 2.2. The Council has a fantastic opportunity to restore this important building and provide a 'Heart of Haringey' civic headquarters. Our staff deserve a much better working environment and so do our communities. This project will allow us to offer high quality community and public spaces, as part of a wider offer across the borough to meet our residents needs
- 2.3. This project will support collaborative ways of working to ensure better outcomes for Haringey residents, restoring the Civic Centre to its former glory and help improving the sustainability of one of the most important buildings in the Haringey.
- 2.4. Whilst this report does mention Council sites on Station Road, its focus is the Civic Centre and annex element of the Council's accommodation plans. We are not standing still in our thinking on those sites in Station Road with officers working on masterplanning options. Officers are currently working on a plan for the long term future of the Council's assets on Station Road. This work will include individual business cases for each of the Council's assets in thr area and will be based on a placemaking approach so that the area can reah its full potential at the heart of Wood Green.
- 2.5. We are ready to move to the next stage of design and it is recommended to proceed the concept design stage based on enlarging the Civic Centre to include an annex. A further report will be brought to Cabinet in January 2022 seeking approval for the enabling works at the existing building. By January 2022 the further design works and progress on our post pandemic ways of working will allow confirmation of the decision within this report.

3. Recommendations

Cabinet is recommended to:

- 3.1. Agree to proceed with the design work on the refurbishment of the Civic Centre, including the provision of an annex extension, based on the feasibility work completed since the December 2020 cabinet decision to explore this option.
- 3.2. Note that a report will be brought to Cabinet in January 2022 for the following:

- (i) decision on whether to proceed with the Civic Centre, including an annex option, informed by the final full business case, once further design work outlined in recommendation 3.1 has been completed;
 - (ii) approval to award a contract for preparatory works to the Civic Centre. These works are independent of the above decision about whether to include an annex option, as they are required to deliver a refurbishment of the existing Civic Centre for the Council's accommodation use and are in accordance with the decision taken by Cabinet in December 2020
- 3.3. Approve the award of a contract to Hawkins Brown Ltd for the maximum sum of £3,110,999.89 for RIBA stages 2-6 design services for the Civic Centre refurbishment project and annex project, in accordance with contract standing order 9.07.1d. Noting that should we not proceed with the annex option at any stage during the design development; then the project fees will be reduced accordingly.
- 3.4. Approve issuing Hawkins Brown Ltd with a letter of intent prior to the formal contract execution. The letter of intent will represent ten per cent of the total contract value and will not exceed £311,099.99.
- 3.5. Notes that the Hawkins Brown Ltd. contract sum will be reduced if Cabinet decide not to proceed with the annex building as part of the Civic Centre project. If Cabinet does not decide to proceed with the annex building the Hawkins Brown contract will be revised to be based on a percentage of the construction value of the existing refurbishment.

4. Reasons for decision

- 4.1. The decision taken by Cabinet in December 2020 to invest in the Civic Centre provides for the quickest delivery of high-quality Council Civic headquarters in Wood Green. This decision was made in the context of the Civic Centre's listing and the need to spend a significant sum on the building in any case to protect it. It was known that not all of the Council's accommodation requirements could fit into the existing Civic Centre with moderate additional space agreed and that in order to allow genuine focus on expanded community use it was agreed to do feasibility work to assess whether an annex or extension on the Civic Centre car park site would enable the Council to better meet Council and residents' needs.
- 4.2. So far, the feasibility work is showing that an annex could provide the Council with a building to be proud of, as the heart of Haringey's democratic and civic life; providing all its headquarters office accommodation on one site and scope for truly open public and community uses as well as being the most cost-effective option open to the Council. It is proposed to continue to the next stage of the project on this basis. Extending the Civic Centre could also contribute to the Council meeting its sustainability targets through improvements to the existing listed civic centre building, the new build elements and through, over time, releasing inefficient buildings currently in use as offices. The annex option should save the Council

money over time. It would also allow future plans for the regeneration of Wood Green to be developed separately.

- 4.3. The report recommends appointing the multi-disciplinary design team for RIBA Stages 2-6, with Stage 2 Concept Design continuing on both the existing building and the proposed annex between now and January 2022. A further report will be brought to Cabinet in January 2022 which will allow for a further ratification of the annex option, with more information about the design and costs of the project being available at that stage. By this time, more work will have been done on the Council's future working styles and locality presence which will help firm up the accommodation requirements and the decision about whether to continue with the extended project.

5. Alternative options considered

- 5.1. Following the decision in December 2020, to restore, refurbish and extend the Civic Centre and bring the building back into use by the Council as its new Headquarters and Civic functions building, feasibility work has continued to assess options for the Car Park site and whether it would be suitable for Council accommodation. Housing and mixed housing and office options have been tested but not progressed further because the combined uses do not work well on the site and the number of housing units which could be delivered on site is lower than originally envisaged and the start of a housing project would need to be delayed until after the Civic Centre project.
- 5.2. The alternative to the Civic Centre for the remaining Council accommodation requirement would be retain a building on Station Road. To allow comparison, retaining Alexandra house has been used for the initial assessment as an alternative to further extending the Civic Centre. This option would mean a split site headquarters, therefore will not achieve the same cultural ambitions of the Council. It is also not possible to achieve the same level of sustainability with a refurbished building than with new. Additionally longer term use would constrain future plans for Station Road. Finally, the financial appraisal so far suggests that in the long run an annex option is more cost effective and will deliver savings to the Council. However, this alternative option, whilst not ideal, is feasible and will be included in the business case to be considered by Cabinet decide in January 2022.

6. Background information

- 6.1. During the pandemic, the Council's workforce has moved to working more flexibly with significantly more remote working than might have been thought possible previously. Whilst it is not expected to continue in exactly the same way longer term, it has shown that less space, fewer buildings and potential savings are achievable. Council services and partners have also been developing plans to work collaboratively in communities which will over time increase the emphasis on, and level of, locality working; allowing more staff to be based in the communities they serve and a better presence for the Council across the whole of Haringey. These changes should allow for a smaller than previously anticipated Wood Green office headquarter requirement.

- 6.2. Further work will be done to firm up the longer term ways of working, culture and accommodation requirements with a view to firming up the requirements and a decision about continuing with the extended project or the currently agreed refurbishments / extensions. This will provide a more detailed picture of the Council's longer term accommodation requirements which will help decision making about the scale of the Civic Centre project. The space at the Civic Centre can be designed very flexibly to allow for future changes in workforce requirements.
- 6.3. The Council's current accommodation is spread over five buildings on Station Road, as well as George Meehan House. As the Council returns to office based working, it is intended to make George Meehan House the Council's interim democratic and civic headquarters. The Council's offices on Station Road are outdated, costly to run and are not energy efficient. It will be possible to reduce the Council's use of offices on Station Road over the course of the next four years, with all of the building being released if the annex is also built. 48 Station Road will be retained as Council accommodation and will be used alongside Alex House until the completion of the Civic Centre project, enabling the decant of River Park House. Decisions about future use of the buildings on Station Road will be subject to their own decision-making process, once further master planning work is completed and subsequent reports brought to Cabinet.
- 6.4. As agreed at Cabinet in December 2020, the feasibility study has been carried out to test whether an annex building in the car park site can both meet all of the Council's headquarters accommodation needs and help to transform the building into a place which fosters collaboration and a sense of community for Haringey residents and the Council. The feasibility has tested an option to provide for an annex on the car park site which would meet all of the Council's requirements and allow for the public and community use expected of the Council's Civic Centre. The annex would provide a building at c4,000m² net internal area, over four floors in the centre of the site set back from the Civic Centre, Trinity Road and Trinity School to minimise the impact on the setting of the listed buildings and residential neighbours.
- 6.5. In addition to the design considerations, there are significant advantages to having all the Council's accommodation on one site in terms of future ways of working and cohesiveness, in addition to being able to accommodate the aspirations for community space meeting rooms, community café etc, including the outdoors area; creates a campus with a permeable and publicly accessible ground floor which all of our communities can use and benefit from. Key to the next stage of the project's design will be to ensure that the spaces are development to be as agile as possible so that it will be possible to maximise the more community facing uses of space if the Council accommodation element reduces over time.
- 6.6. The financial assessment so far is based on two options, while design work on the preferred and recommended option of a refurbished Civic Centre with Annex continues. Under the preferred Annex option Alexandra House could be rented out pending longer term plans being developed for the Station Road area, and would save the Council operating and some lifecycle maintenance costs over the longer term. If the Civic Centre project were to move forward without an Annex then Alexandra House would continue as long term office accommodation for the Council and would need to be refurbished to reflect longer term requirements. This

is feasible but would not achieve the same standards as a new Annex provision, in terms of staff offer or building performance. It is also likely to cost more in revenue operating costs for comparable capital investment.

7. Design Team Appointment

- 7.1. Hawkins Brown Ltd submitted a compliant tender via the Council's Dynamic Procurement System (DPS), for design stages 2 – 6, which was deemed to provide the best value for money in delivering the design work for the Civic Centre refurbishment and any future new additional accommodation.
- 7.2. Hawkins Brown Ltd were appointed in 2020 to undertake the initial feasibility study (design stage 1) following a DPS tender process evaluating offers based on feasibility as a lump sum costs and percentage fees based on estimated construction costs.
- 7.3. In August 2019 officers completed a compliant procurement process for consultant services for the Civic Centre project via the London Construction Programme DPS. These services include:
 - Lead Consultant inclusive of Architect, Contract Administrator and Building Surveyor
 - Structural Engineer/Civic Engineer
 - Mechanical & Electrical Engineer
 - Principal Designer
 - BREEAM Assessor
 - Landscape Architect
 - Consultant BIM Manager
- 7.4. Tenders were asked to provide a lump sum cost for the RIBA Stage 1 feasibility work and a fee percentage for two for two scenarios for RIBA stages 2 – 6, based on potential value of the construction contract being either £10m - £29.999m or £30m - £50m. Tenders were evaluated based on their qualitative delivery proposals and pricing, with the pricing element being based on the lump sum RIBA 1 feasibility study and an average of the two estimated construction cost scenarios. Hawkins Brown Ltd provided the most economically advantageous bid achieving the highest overall mark when cost and quality scores were combined. Hawkins Brown Ltd represented best value for money and were appointed as the multidisciplinary design team to carry out the RIBA stage 1 feasibility works. The original Hawkins Brown Ltd feasibility work appointment was completed through a Delegated Authority Report, due to the sum being less than £500,000, and therefore did not require Cabinet authorisation and was completed under delegated authority.
- 7.5. Following completion of the RIBA stage 1 feasibility works for the Civic Centre refurbishment project, Cabinet authority is requested to complete the RIBA stage 2 – 6 appointments. The work the evaluation panel completed for the stage 1 appointment is still valid. The evaluation of the three submissions received are summarised in Appendix 1.
- 7.6. From January 2020 – March 2021 Hawkins Brown Ltd. have completed the feasibility studies instructed by the Council to develop project delivery options for

the existing Civic Centre building, as well as an additional feasibility study to provide additional residential accommodation, or office accommodation, or a mixture of both on the car park site.

- 7.7. The full refurbishment of the existing Civic Centre building includes works to the basement, ground, first and second floors, with the demolition of the existing third floor annexe and construction of a new two storey roof extension and infill of the west wing undercroft. The works would also include essential replacement of heating systems, mechanical ventilation systems, electrical systems, and WCs. The fire safety systems will be upgraded. Additionally, there will be extensive repairs and replacement to the external cladding and the deteriorating glazing.
- 7.8. The recommendation in this report allows the Council to award the design services contract to Hawkins Brown Ltd for a sum that will not exceed £3,110,999.89. It is worth noting that the recommended contract sum is the required amount for design services relating to the existing Civic Centre refurbishment and the new build annex development on the car park site. However, over the course of stage 2 the Council will be validating costs and will go back to Cabinet in early 2022 for a decision on whether to proceed with the annex building. If the Cabinet decides not to proceed with the annex building, then the Hawkins Brown Ltd design services contract will be reduced from the £3,110,999.89.

8. Budget and Programme.

- 8.1. The appointment of the Hawkins Brown Ltd can be contained within the approved General Fund Capital Programme. Costs through to January 2022, relating to the Annex option are estimated at £0.240m.
- 8.2. The programme and milestones are currently estimated as follows:

Table 1 Programme Milestones

Milestone	Date
Cabinet decision: Multi Disciplinary Design Team Appointment and preferred option to add an annex to the current project	October 2021
Cabinet decision: Enabling works and confirmation of the business case for the Civic Centre project	January 2022
Planning and Listed Building Consent	Summer 2022
Main Contractor Procurement	Spring 2023
Construction Start on Site	Summer 2023
Construction Practical Completion	Spring 2025
Fit Out	Summer 2025

9. Consultation

- 9.1. To ensure that the optimum use is made of the new Civic Centre, the project team will engage with the community and other key stakeholders as the project progresses. A Member led Civic Centre Project Forum has already been established and will be involved in the design stages of the project. Ward Member briefings and all member briefings are planned. Community engagement has already started but will be developed over the course of the design stage and then in planning for the use of the centre once the project is completed.
- 9.2. The above will be captured in an engagement and consultation plan, which is being developed and will be reported as part of the January 2022 cabinet report, once we know the preferred route for this project.

10. Contribution to strategic outcomes

- 10.1. Borough Plan Economy Priority: Outcome 17: Investment with local people at its heart, focused on Tottenham and Wood Green.
- 10.2. Borough Plan Your Council Priority: Outcome 20: We will be a Council that uses its resources in a sustainable way to prioritise the needs of the most vulnerable residents.

11. Statutory Officers comments (Chief Finance Officer (including procurement), Head of Legal and Governance, Equalities)

Finance

- 11.1. The recommendation of the report is to appoint Hawkins Brown Ltd for multi-disciplinary design services in the sum of £3.11m for the next stage of the Civic Centre project. The cost of the appointment can be funded from the approved general fund capital programme.

Procurement

- 11.2. The Civic Centre multidisciplinary design team procurement was completed through a fair and transparent tender process via the London Construction Programme (LCP) DPS system at the end of 2019 in accordance with CSO 9.04.1 and were formerly appointed at the beginning of 2020.
- 11.3. Strategic Procurement can confirm the procurement of the multidisciplinary team contemplated a construction value of up to £50m and requested submissions for two price bandings with project values up to £30m and a further banding up to £50m. Strategic Procurement can confirm the award of a contract to Hawkins Brown is consistent with the tender opportunity advertised by the Council via the LCP DPS and the subsequent evaluation of the tenders. Strategic Procurement see no procurement reasons that would prevent the Council awarding the

multidisciplinary as stated in recommendation 3.1(i) and confirms the award would be consistent with CSO 9.07.1 d).

11.4. Strategic Procurement can confirm CSO 9.07.3 makes provision to issue a Letter of Intent up to a maximum value of 10% of the total contract value. This is consistent with recommendation 3.1 (ii).

11.5. Strategic Procurement will lead the procurement in respect of the preparatory works required as part of the refurbishment of the Civic Centre to ensure a compliant procurement process is followed in accordance with the Councils CSOs using the LCP DPS.

Legal

11.6. The Head of Legal and Governance (Monitoring Officer) has been consulted in the preparation of the report.

11.7. The Contract which the report relates to has been procured under the London Construction Programme DPS for professional services (DPS).

11.8. The DPS has been established in accordance with Regulation 34 of the Public Contracts Regulations 2015 and is therefore a compliant procurement route.

11.9. In accordance with Contract Standing Order 9.07.1(d) Cabinet has authority to approve the award of the contract referred to in 3.3 of the report.

11.10. Cabinet has authority to approve the issue of the letter of intent referred to in 3.4 of the report.

11.11. The Head of Legal and Governance (Monitoring Officer) sees no legal reasons preventing Cabinet from approving the recommendations in the report.

Equality

11.12. The Council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:

- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act
- Advance equality of opportunity between people who share those protected characteristics and people who do not
- Foster good relations between people who share those characteristics and people who do not.

11.13. The three parts of the duty applies to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.

11.14. The Civic Centre project will improve the Council's ways of working and outcomes for all borough residents. The end use of the new Civic Centre will enable focus

on supporting all communities in the borough and will reflect the equalities agenda and legal requirements. The design will be accessible in the broadest sense including dementia and autism friendly environments.

- 11.15. There are no direct equalities considerations arising from the appointment of the design team as the decision to proceed with design, planning submission, and development tender documents is unlikely to directly affect any individual or group who share the protected characteristics. However, in all aspects of design and development, the Council and contractors will be required to have due regard for the need to meet the three aims of the public sector equality duty, as stated above. This will include ensuring that reasonable adjustments are made where appropriate to provide an inclusive and accessible building.

12. Use of Appendices

Exempt Part B report

13. Local Government (Access to Information) Act 1985

- 13.1. Update on Council Owned Sites – September 2020 Cabinet Report
<https://www.minutes.haringey.gov.uk/documents/s117816/200900%20Cabinet%20September%20WG%20Update%20CLEARING%20v3%20final.pdf>
- 13.2. Council Owned Sites in Wood Green – July 2019 Cabinet Report
<https://www.minutes.haringey.gov.uk/documents/s110207/1907CouncilOwnedSitesinWoodGreenFINAL%205.30pm.pdf>

Report for: Cabinet - 12 October 2021

Title: Award of contracts for the Provision of Housing Related Support (HRS) - Mental Health Pathway Services

Report

authorised by: Charlotte Pomery – Assistant Director for Commissioning

Lead Officer: Gill Taylor

Strategic Lead – Single Homelessness & Vulnerable Adults

E-mail: Gill1.Taylor@haringey.gov.uk

Ward(s) affected: All

Report for Key/

Non-Key Decision: Key Decision

1. Describe the issue under consideration

1.1. This report details the outcome of an open tender process and seeks approval to award six contracts to the successful tenderers for the Provision of Housing Related Support (HRS) Mental Health Pathway Services in accordance with Contract Standing Order (CSO) 9.07.1 (d).

1.2. Subject to approval, the contracts shall be awarded for a period of three (3) years commencing from 1st April 2022 to 31st March 2025 with an option to extend for a further period, or periods, of up to a total of two (2) years.

2. Cabinet Member Introduction

2.1. The Council and its statutory partners are committed to supporting Haringey residents with mental health needs to prevent their homelessness and/or to achieve a fulfilling life through personalised and co-produced care and support. Housing-related support services are a valuable resource in the borough, which enable and empower people to develop and rebuild the confidence and skills needed to live independently.

2.2. The Mental Health Pathway contracts are therefore strategically important in delivering our commitments set out in the Borough Plan (2019-23). I welcome the outcome of the procurement exercise, which has identified organisations with the expertise and commitment required to meet the needs of vulnerable Haringey residents. Robust contract monitoring will help to ensure that services are of a good quality and that excellent outcomes for our residents are achieved.

3. Recommendations

3.1. That Cabinet approves:

- 3.1.1. The award of contracts for the provision of HRS - Mental Health Pathway Services to the successful tenderers (identified in Appendix 3 - Part B (exempt information) of this report), for a period of 3 years commencing from 1st April 2022 to 31st March 2025 with an option to extend for a further period, or periods, of up to 2 years, in accordance with CSO 9.07.1(d).
- 3.1.2. The aggregated cost of the contracts for the initial period of 3 years will be £3,225,810, inclusive of London Living Wage (LLW). For a duration of 5 years (if the extensions are invoked) would be £5,412,917, exclusive of annual inflationary increases for contractual years 4 and 5, but in line with LLW inflationary increase.
- 3.2. That Cabinet notes that:
 - 3.2.1. Insufficient tenders were received for some of the accommodation-based Lots, please see Appendix 3 - Part B (exempt information) of this report.:
 - 3.2.2. A further procurement process will be undertaken as a matter of priority to commission the remaining units. Prior to this feedback will be sought from bidders and partners to ensure retendering is effective and the new service model is fully in place by April 2022.
4. **Reasons for decision**
 - 4.1. There is an identified need within Haringey for services to support residents around the wide-ranging needs and circumstances that contribute to and cause homelessness. Dedicated mental health supported housing services help to meet that need, providing a flexible and person-centred service which will support clients to maintain and establish sustainable housing and overcome health inequalities, barriers and experiences that can contribute to and perpetuate homelessness.
 - 4.2. The Mental Health Pathway operates to prevent homelessness, facilitate rapid hospital discharge and smooth prison releases for people with ongoing mental health needs. The pathway supports residents to develop and strengthen the skills required to sustain independence. There is a continuous and high demand for mental health supported housing, with residents referred via Barnet, Haringey and Enfield Mental Health Trust (BEHMHT) and Homes for Haringey's Housing Needs Service. These services make a key contribution to the health and wellbeing of local residents and there is both a strategic need and evidence base to support the award of these contracts.
 - 4.3. The Homelessness Reduction Act (2018) brought about a range of changes to the way that local authorities respond to households who are homeless or at risk of homelessness. A key element of the new legislation is an extended duty, for the Council and its partners, to prevent homelessness at the earliest possible stage. This focus on early prevention will be a key element of these services and will therefore support the Council in meeting its statutory duties under the Act.
 - 4.4. The HRS Mental Health Supported Housing Pathway will also contribute to delivery of the Council's Borough Plan (2019-2023) objectives and will play an

integral role in the delivery of Haringey's Homelessness and Rough Sleeping Strategies, by supporting single adults with support needs to secure positive housing, health and community outcomes.

5. Alternative options considered

- 5.1. **Do nothing** – The Council could elect not to recommission the Mental Health Pathway services. However, this would leave Haringey without the appropriate housing services to support households in need. This would be likely to cause an increase in the number of people placed into temporary accommodation and in acute hospital admissions, which would have a significant detrimental impact on the residents affected and the Council and its partners. The option to do nothing was considered and rejected.
- 5.2. **Extend existing contracts** – Extension periods available within the existing contracts have been exhausted.
- 5.3. **Deliver the services inhouse** –Extensive consideration was given to the possibility of in-house delivery for these services. However, the investment required to develop and manage the properties, services and teams required, was found to be significantly greater than the resources currently available to the Council. In particular, suitable accommodation for the delivery of key contracts within the Pathway would have been a challenge to source and manage; some of the existing properties would not have been available to the Council and an exploration of the Council's own assets did not generate any suitable and available buildings. The successful tenderer's have an extensive track record in delivering these services and have committed the properties required to do so. which will ensure quality services for residents and best value for the Council.

6. Background information

- 6.1. The existing services consist of 24-hour support, a forensic service (mental health and offending needs), medium and low support services, a women's only service, Housing First and Floating support services. A profile of the current services can be seen in Appendix 5. The current contracts for these services expire on 31st March 2022.
- 6.2. The Council's Housing Related Support Team have reviewed and modernised the existing service delivery model. Service users and partners have been involved in reshaping the delivery model for the Mental Health Pathway to ensure a flexible mix of options is available. The landscape for mental health services is complex and the Council and partners are keen to ensure an approach which offers greater simplicity and coherence, with a focus on community-based support. The refreshed Mental Health Pathway consists of a variety of Housing Related Support services described in Appendix 4.
- 6.3. Consultations were carried out with existing providers and stakeholders including Barnet Enfield and Haringey Mental Health Trust. It was felt that the services needed to be more flexible by limiting the number of moves made by service users within the pathway. There was also a high demand for the

Housing First service which has positive outcomes and therefore have increased the total units. The floating support services have been working well and it was felt that the two current contracts for this service should be combined to enable smooth transitions and economies of scale.

- 6.4. Further, contract monitoring of the existing services identified 76% of new service users in accommodation services were men and 67% were from BAME backgrounds. It was agreed to pilot a small, supported housing service for black men, to address the specific experiences this group faces when accessing and engaging with mental health and housing services, to enable peer support and to strengthen relationships to culture and identity. It was also agreed to continue with the women-only service which has produced positive outcomes during its pilot years.
- 6.5. The overall aim of the Pathway is to provide high quality accommodation and housing support services for vulnerable and homeless adults with mental health needs. The services will operate a flexible delivery model and provide staffing support that enables a personalised pathway away from homelessness, building on people's strengths and aspirations for the future. The service will provide support to people whose primary needs are mental health and homelessness, with recognition this often intersects with histories of abuse and trauma, criminal justice involvement, drug and alcohol dependency and social exclusion.

6.6. Procurement Process

- 6.6.1. The services provided under these contracts are considered Health and Social Care services and are therefore subject to Light Touch Regime under the Public Contracts Regulations 2015. An open tender process was carried out in accordance with the Regulations and the Council's Contract Standing Orders.
- 6.6.2. A Market Engagement event was held on 28th January 2021. This event was intended to communicate and share information with potential providers to help them understand the commissioning intentions and offer potential suppliers the opportunity to raise any questions and present their views. This event also included a presentation by an ex-service user to explain how the existing service had made a positive impact on her life, enabling recovery with her mental health and ability to live independently.
- 6.6.3. As required a Contract Notice was placed on Find a Tender Service (FTS) and Contracts Finder websites on 6th April 2021.
- 6.6.4. The Invitation to Tender (ITT) and supporting documents were published via the Council's e-sourcing portal, Haringey Procurement and Contract System (HPCS) to enable potential tenderers to access the tender and submit documents electronically.
- 6.6.5. The service was tendered in seven (7) Lots:
- Lot 1 – Intensive Support Service
 - Lot 2 – Flexible Support Service - Long Stay

- Lot 3 – Flexible Support Services - Generic
 - Lot 4 – Flexible Support Service for Women only
 - Lot 5 – Flexible Support Service for Black Men only
 - Lot 6 – Housing First Support Services
 - Lot 7 – Floating Support Services
- 6.6.6. Tenderers were permitted to submit tenders for one, some, or all Lots, however, the award of contracts was restricted to maximum of five (5) Lots to any single organisation.
- 6.6.7. Twenty-one (21) organisations registered their interest on the portal and accessed the tender documents, a number of clarifications were raised during the tender process. Three (3) organisations declined to submit tenders citing inability to submit a competitive tender.
- 6.6.8. By the closing deadline of 10th May 2021, 10 tenders were submitted across 5 lots. A breakdown of bids received for Lot 1 to 3, 6 and 7 is listed below:
- Lot 1 – one (1) bid
 - Lot 2 – two (2) bids
 - Lot 3 – two (2) bids
 - Lot 6 – two (2) bids
 - Lot 7 – three (3) bids
 - No tenders received for Lot 4 and 5.
- 6.6.9. All tenders were checked for compliance with minimum requirements including mandatory and discretionary exclusion criteria before quality and price evaluations.
- 6.6.10. All the tenders passed the compliance checks and their tenders evaluated using the Most Economically Advantageous Tender (MEAT) with a split of 60% quality and 40% price. The tender evaluation criteria and weighting were set out in the tender documents and clarified during the tendering process.
- 6.6.11. In order to ensure all tenders met an acceptable quality standard, the providers were required to score a minimum of 300 points (50% of the total scores allocated to QDPs) and/or must achieve a minimum of pre-weighted scores of 2 (below expectations) or above for each method statement question to pass the quality evaluation.
- 6.6.12. Quality and Price scores were added together to determine the Most Economically Advantageous Tender(s) for each Lot. Outcome of the tender evaluation and breakdown of quality and price scores achieved by each tenderer for each lot is set out in Appendix 1 (Procurement Outcome) of this Report. Also, further information about the tender evaluation is contained in Appendix 3 (Part B - Exempt Information) of this report.

- 6.6.13. Although the Tenderers were able to bid for more than one lot and allowed to submit prices for individual lots and combined services (to provide economies of scale), no bids were received for combined service.

6.7. Transition and Contract Management

- 6.7.1. In order for the new service to commence delivery to the public on 1st January 2022, the Commissioners have allocated three months for transition and mobilisation of the contracts.
- 6.7.2. Contract management will be incorporated into the contracts. Key Performance Indicators and methods of measurement are integrated within the service specification and will be monitored through contract monitoring meetings and reports.
- 6.7.3. Contract monitoring meetings will be held monthly for the first six months and quarterly thereafter. The purpose of monthly monitoring meetings will be to examine the implementation of the service, monitor delivery of the service at an operational level and to foster partnership working to facilitate early resolution.

7. Contribution to strategic outcomes

- 7.1. The provision of the HRS Mental Health Pathway contributes significantly to the Council's strategic outcomes under the Borough Plan 2019 – 2023, in particular:
- Priority 2: 'Work together to prevent people becoming homeless and to reduce existing homelessness' and,
 - This will ensure access to high quality housing support that prevents or relieves homelessness for people with additional needs.
- 7.2. Pathway services will contribute to the strategic objectives of Adult Social Care and their partners to offer preventative interventions at individual and community levels; decreasing demand on supported housing, preventing escalation of need and offering viable options to residential care.
- 7.3. The services will contribute to the Haringey Safeguarding Adults Board strategic priorities by ensuring that people with identified care and support needs are able to access appropriate and timely support that is relevant to their circumstances, capabilities and personal goals.

8. Statutory Officers comments (Chief Finance Officer (including procurement), Assistant Director of Corporate Governance, Equalities)

8.1. Finance

- 8.1.1. The proposal is to award the contracts for a period of three (3) years commencing from 1st April 2022 to 31st March 2025 at a cost of £3.225m, with an option to extend for a further period or periods of up to a total of two (2) years at a total cost of £5.412m to 31st March 2027.

Housing related Mental Health services	2022/23 £m	2023/24 £m	2024/25 £m	Subtotal £m	2025/26 £m	2026/27 £m	Total £m
Gross Budget	1.731	1.731	1.731	5.193	1.731	1.731	8.655
Gross Projected Expenditure	1.075	1.075	1.075	3.225	1.094	1.094	5.412

8.1.2. There is sufficient annual budget of £1.731m to meet the allocated expenditure of £5.412m over financial years 2022 - 2027.

8.2. Procurement

8.2.1. Strategic Procurement led the procurement process which complies with the requirements of the Public Contracts Regulations 2015 (Light Touch Regime).

8.2.2. The process adopted and outcome is in line with Contract Standing Orders 9.01.1, 9.01.2(a) and 9.07.1a and d.

8.2.3. The procurement process ensured best value for the Council; bids returned were within the budget envelope provided.

8.2.4. Contract monitoring will be undertaken by commissioning team throughout the duration of the contract. Key performance indicators and outcomes are captured in the contract document to ensure contract performance targets are met, outcomes are realised, and service delivery risk mitigated as well as, foster partnership working and the sharing of expertise.

8.3. Legal

8.3.1. The Head of Legal and Governance notes the contents of the report.

8.3.2. The report stated and Strategic Procurement has confirmed that the open tender procedure was followed during the tender process and as such the procurement was in line with the provisions of the Council's Contract Standing Order (CSO) 9.01.1 and CSO 9.01.2(a) and it is therefore compliant with the provisions of the Public Contracts Regulations 2015.

8.3.3. In accordance with the provisions of CSO 9.07.1(d), Cabinet may approve the award of a contract if the value of the contract is £500,000 or more and as such Cabinet has power to approve the award of the contract in the Report.

8.3.4. The Head of Legal and Governance sees no legal reasons preventing the approval of the recommendations in the report

8.4. Equality Melissa Nalubwama-Mukasa, Equalities and Diversity Officer

- 8.4.1. The Council has a public sector equality duty under the Equalities Act (2010) to have due regard to:
- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act;
 - Advance equality of opportunity between people who share those protected characteristics and people who do not;
 - Foster good relations between people who share those characteristics and people who do not.
- 8.4.2. The three parts of the duty apply to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.
- 8.4.3. The proposed decision is to award contracts for the Provision of Housing Related Mental Health Pathway Support Services to the successful tenderers for 3 years. The primary beneficiaries of the decision are individuals with a diagnosis of a mental health condition, who share the protected characteristic of 'disability' under the Equality Act. The decision represents a measure to meet the needs of this group where they differ from the needs of others, and therefore advances equality of opportunity. Among whom those from Black and Asian Minority and LGTBQ+ communities are overrepresented and possess the protected characteristics of race and sexual orientation.
- 8.4.4. The objective of the proposed decision is to support people with mental health needs, prevent homelessness and achieve a personalised recovery. This measure aims to eliminate discrimination for the named above groups and advance equality of opportunity in terms of disability and housing as well as wider social outcomes. This will lead to better mental health recovery, tenancy sustainment and better outcomes for the future including job opportunities and education. This will also support individuals from Black and Asian Minority and LGTBQ+ communities among whom are overrepresented as service users.
- 8.4.5. The proposed decision, therefore, represents a measure to address a known inequality that disproportionately affects individuals with a mental health condition and prevent discrimination. It also advances equality of opportunity by meeting the needs of individuals with mental health conditions. It will also foster good relations between the affected individuals and the wider community.
- 8.4.6. The organisations for these contracts will be carrying out a public function on behalf of a public body and will be obliged to have due regard for the need to achieve the three aims of the Public Sector Equality Duty as stated above. Appropriate contract management arrangements will be established to ensure that the delivery of the Mental Health Pathway services does not result in any preventable or disproportionate inequality. The Council will take steps to collect demographic data on service users to identify any inequalities in service provision that may arise and to inform future equalities analysis.

- 8.4.7. An Equality Impact Assessment has been completed for the proposed, Award of contracts for the Provision of Housing Related Mental Health Pathway Support Services and is included as Appendix 2 to this report.

9. Use of Appendices

- 9.1. Appendix 1 – Procurement Outcome
9.2. Appendix 2 – Equalities Impact Assessment
9.3. Appendix 3 – Part B of the report - Exempt Information
9.4. Appendix 4 – Proposed Services
9.5. Appendix 5 – Profile of Existing Services

10. Local Government (Access to Information) Act 1985

- 10.1. This report contains exempt and non-exempt information. Exempt information is contained in the exempt report and is not for publication. The exempt information is under the following category: (identified in the amended schedule 12 A of the Local Government Act 1972 (3)) information in relation to financial or the business affairs of any particular person (including the authority holding that information).

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Appendix 1 – Procurement Outcome

This section of the report outlines the outcome of the tender evaluation and breakdown of quality and price scores achieved by each provider for each Lot. Further information about the tender evaluation is contained in Appendix 3 (Part B - Exempt Information) of the report.

Lot 1 to 5 are accommodation based provision. Considering limitation of the market and specialist nature of the provision, Tenderers applying for Lot 1 and 3 were permitted to bid for proportions or whole of the provision based on the accommodation which is available to them. However insufficient tenders were received for some of the accommodation-based Lots.

Lot 1 - Intensive Support Service

Bidder	Quality Scores (out of 600 points)	Price Scores (out of 400 points)	Total Scores (out of 1000 points)
Successful Bidder A	449	400	849

Lot 2 – Flexible Support Service - Long Stay

Bidder	Quality Scores (out of 600 points)	Price Scores (out of 400 points)	Total Scores (out of 1000 points)
Successful Bidder A	455	346	801
Bidder B	398	400	798

Lot 3 – Flexible Support Service - Long Stay

Bidder	Quality Scores (out of 600 points)	Price Scores (out of 400 points)	Total Scores (out of 1000 points)
Successful Bidder A	469	386	855
Successful Bidder B	361	400	761

Lot 4 – Flexible Support Service for Women only – No bids received

Lot 5 – Flexible Support Service for Black Men only – No bids received

Lot 6 – Housing First Support Services

Bidder	Quality Scores	Price Scores	Total Scores
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	(out of 600 points)	(out of 400 points)	(out of 1000 points)
Successful Bidder A	537	397	934
Bidder B	506	400	906

Lot 7 – Floating Support Services

Bidder	Quality Scores (out of 600 points)	Price Scores (out of 400 points)	Total Scores (out of 1000 points)
Successful Bidder A	492	357	849
Bidder B	462	356	818
Bidder C	376	400	776

EQUALITY IMPACT ASSESSMENT

The **Equality Act 2010** places a '**General Duty**' on all public bodies to have '**due regard**' to the need to:

- Eliminating discrimination, harassment and victimisation and any other conduct prohibited under the Act
- Advancing equality of opportunity for those with 'protected characteristics' and those without them
- Fostering good relations between those with 'protected characteristics' and those without them.

In addition the Council complies with the Marriage (same sex couples) Act 2013.

Stage 1 – Screening

Please complete the equalities screening form. If screening identifies that your proposal is likely to impact on protected characteristics, please proceed to stage 2 and complete a full Equality Impact Assessment (EqIA).

Stage 2 – Full Equality Impact Assessment

An EqIA provides evidence for meeting the Council's commitment to equality and the responsibilities under the Public Sector Equality Duty.

When an EqIA has been undertaken, it should be submitted as an attachment/appendix to the final decision making report. This is so the decision maker (e.g. Cabinet, Committee, senior leader) can use the EqIA to help inform their final decision. The EqIA once submitted will become a public document, published alongside the minutes and record of the decision.

Please read the Council's Equality Impact Assessment Guidance before beginning the EqIA process.

1. Responsibility for the Equality Impact Assessment	
Name of proposal	Mental Health Pathway
Service area	Commissioning
Officer completing assessment	Sue Brewin
Equalities/ HR Advisor	Melissa Nalubwama-Mukasa
Cabinet meeting date (if applicable)	September 2021
Director/Assistant Director	Charlotte Pomery

2. Summary of the proposal

Please outline in no more than 3 paragraphs

- *The proposal which is being assessed*
- *The key stakeholders who may be affected by the policy or proposal*
- *The decision-making route being taken*

The proposal is to recommission the Mental Health Pathway consisting of supported housing and floating support services and proposed that the services will be recommissioned for 3 years plus a 2-year extension. The Mental Health Pathway is accommodation services for homeless adults with mental health needs.

The services due to be commissioned include supported housing – Intensive Support (high needs support), Flexible Support (Medium to low needs support) including a long stay service, women’s only and black men only. As well as Floating Support including Housing First, which is an intensive floating support service and Floating Support integrated within St Ann’s hospital and working with Barnet, Enfield, and Haringey Mental Health Trust (BEHMHT) with an attached community floating support service.

All services will offer housing-related support, with the intention of preventing homelessness for vulnerable adults, by supporting them to develop or strengthen the skills and knowledge required to live independently.

The key stakeholders who will be affected by this are residents with mental health needs in Haringey.




The recommissioning will take place through a competitive tender process and the results will be presented at a Cabinet meeting in September 2021.

3. What data will you use to inform your assessment of the impact of the proposal on protected groups of service users and/or staff?

Identify the main sources of evidence, both quantitative and qualitative, that supports your analysis. Please include any gaps and how you will address these

This could include, for example, data on the Council’s workforce, equalities profile of service users, recent surveys, research, results of relevant consultations, Haringey Borough Profile, Haringey Joint Strategic Needs Assessment and any other sources of relevant information, local, regional or national. For restructures, please complete the restructure EqIA which is available on the HR pages.

Protected group	Service users	Staff
Sex	The Housing Related Support (HRS) outcomes data 2018/19	This service does not affect any council staff.

	  <p>Mental Health Floating Support.ppt The Mental Health Supported Housing P:</p> <p>Housing related support outcomes data 2020.</p> <p>Housing Related Support Outcomes data 2020 -2021</p>  <p>Annual synopsis mental health 2020-2</p> <p>The Haringey Borough Plan 2019-23 Equality Impact Assessment</p>	
<p>Gender Reassignment</p>	<p>The Haringey Borough Plan 2019-23 Equality Impact Assessment</p> <p>Rethink Mental Illness, transgender mental health study 2017</p> <p>LGBTQI+ Needs assessment and methodology. Healthwatch</p>	<p>This service does not affect any council staff.</p>
<p>Age</p>	<p>Housing Related Support (HRS) outcomes data 2018/19</p> <p>Housing Related Support outcomes data 2020.</p> <p>Housing Related Support Outcomes data 2020 -2021</p> <p>The Haringey Borough Plan 2019-23 Equality Impact Assessment</p> <p>Haringey JSNA data – Adult Mental Health April 2019</p>	<p>This service does not affect any council staff.</p>
<p>Disability</p>	<p>Mental Health Pathway evaluation 2018 (internal report)</p> <p>The Haringey Borough Plan 2019-23 Equality Impact Assessment</p>	<p>This service does not affect any council staff.</p>

	<p>Haringey JSNA data – Adult Mental Health April 2019</p> <p>Homeless Health Needs Assessment July 2020</p> <p>Homeless Health Needs Assessment Methodology June 2020</p>	
Race & Ethnicity	<p>The Housing Related Support (HRS) outcomes data 2018/19</p> <p>Housing Related Support outcomes data 2020.</p> <p>Housing Related Support Outcomes data 2020 -2021</p> <p>The Haringey Borough Plan 2019-23 Equality Impact Assessment</p> <p>Haringey JSNA data – Adult Mental Health April 2019</p> <p>Mental Health Needs – BAME in Haringey.</p>	This service does not affect any council staff.
Sexual Orientation	<p>The Housing Related Support (HRS) outcomes data 2018/19</p> <p>Housing Related Support outcomes data 2020.</p> <p>Housing Related Support Outcomes data 2020 -2021</p> <p>The Haringey Borough Plan 2019-23 Equality Impact Assessment</p> <p>ONS Data</p> <p>Haringey JSNA data – Adult Mental Health April 2019</p>	This service does not affect any council staff.

	LGBTQI+ and Healthwatch assessment September 2019 and March 2020. LGBTQI+ Needs assessment and methodology. Healthwatch.	
Religion or Belief (or No Belief)	Housing Related Support outcomes data 2020 The Haringey Borough Plan 2019-23 Equality Impact Assessment	This service does not affect any council staff.
Pregnancy & Maternity	The Haringey Borough Plan 2019-23 Equality Impact Assessment	This service does not affect any council staff.
Marriage and Civil Partnership	The Haringey Borough Plan 2019-23 Equality Impact Assessment	This service does not affect any council staff.

Outline the key findings of your data analysis. Which groups are disproportionately affected by the proposal? How does this compare with the impact on wider service users and/or the borough's demographic profile? Have any inequalities been identified?

Explain how you will overcome this within the proposal.

Further information on how to do data analysis can be found in the guidance.

Key data findings:

Age

- Both Supported Accommodation and Floating support services support adults over 18 years old in Haringey. The outcomes data for the Supported Accommodation shows that 69% of new admissions in 2020 were within the age range of 20-40 years. This had increased to 75% in 2020-21. Whereas in 2018-19 85% were under the age of 40. The Floating Support service outcomes data shows in 2020 49% of new admissions were aged 50-60 years old and this was similar in 2018-2019 where 75% of new admissions were over 40 years old. In 2020-21 54% of new admissions were in the age groups 40-50 years old. This implies that both types of support services cater for opposite ends of the age spectrum.
- This is positive, as statistics from the 'Borough Plan EQIA 2019-23' demonstrate that mental ill health has a significant impact on older age groups. For example, the suicide rate in England and Wales, is the highest amongst men aged between 45 and 59.

- Middle age adults aged 40-69 are more likely to have a common mental illness in Haringey, particularly among those aged 50-59 (10%) compared to the Haringey average (8.5%).

Sex

- The outcomes data for Supported Accommodation with new admissions in 2020 shows a disproportionate breakdown as follows: 70% males and 30% females. Whereas in 2020-21 76% of new admissions were male. This is similar to data in 2018-19 where 79% of males were admitted to the services. Whereas the Floating support services show a much more equal distribution between males and females and in 2020 49% males and 51% females were admitted to the service. This is an exact repetition of the findings in 2018/19. This was also similar in 2020-21 where 54% were male and 46% were female. This pattern is reflective of the demographics of the borough whereby 50.4% of residents are male and 49.6% are female. The Floating Support is predominately a lower needs service and it's noted that 1 in 10 adults have a common mental illness and 61% of these are women. Whereas males have a higher risk of developing schizophrenia in their lifetime and are more likely to die from suicide 75% male and 25% female and males are featured in more higher needs services.

Sexual Orientation

- ONS data estimates that 3.2% of London's population identifies as lesbian, gay or bi-sexual. In 2020 Supported Accommodation and Floating Support both had 2 new admissions who identified as gay and transsexual, this equates to 7.7% and 4.7% respectively. In 2018-19 8.5% of residents accessing mental health floating support in Haringey identified as lesbian, gay or bi-sexual. Also 2020-21 data showed that 12% of admissions in accommodation services were the LGBTQ+ community and this figure was 2% in floating support services. This shows that lesbian, gay and bi-sexual residents are disproportionately represented in this cohort of service users with mental health needs.
- In Haringey, LGBT people are more likely to be diagnosed with a psychotic disorder.
- In the LGBTQI+ Healthwatch assessment 18% of participants mentioned mental health issues and chronic health problems, which was carried out in 2019 and 2020.
- The LGBTQI+ Healthwatch survey found the majority (85%) had sleeping problems in the last twelve months, 26% had suicidal thoughts and 20% did self-harm. Also 54% reported feeling depressed and 46% suffered with anxiety. Also 15% had Personality Disorder and 15% had Post Traumatic Stress Disorder.
- Of the respondents from the Healthwatch survey half felt they had experienced verbal abuse by someone they didn't know, 28% were forced to reveal their sexual orientation and 26% felt discriminated against because they were LGBTQI+
- In a Stonewall report the following was reported:
 - 52% of LGBT people experienced depression in the last year (3.3 in 100 people for general population)
 - 13% of LGBT aged 18-24 attempted suicide in the last year (6.7 in 100 people for general population)
 - 31% of LGB people thought about taking their own life (20.6 in 100 people for general population)

- 46% of trans people thought about taking their own life
- Alcohol and substance misuse also found to be 1.5 times higher amongst LGBT people compared with heterosexual people (EHRC Sexual Orientation Research Review) (16% of LGBT drank alcohol almost every day in the last year and 13% LGBT aged 18-24 took drugs at least once a month identified in The Stonewall report).
- Suicidal ideation was high amongst gay and bi-sexual men HIV clinic attendees.
- A large minority of gay men and lesbians reported that prejudice and discrimination had caused them stress and low self-esteem.

Race and Ethnicity

- BAME residents account for 38% of Haringey's population. In 2020 89% of new admissions into Supported Accommodation were from the BAME Community and 37% were black men only. Whereas in 2018-19 62% of new admissions were BAME residents. In 2020 new admissions to the Floating Support service who were BAME residents accounted for 70% in 2020 and 46% in 2018-19. In 2020-21 67% of new admissions were for supported housing and 62% were into Floating Support services. This highlights that the BAME community is disproportionately impacted by mental health needs.
- In Haringey, 3% of people of Black or Black British ethnicity have a diagnosis of serious mental illness, higher than other ethnic groups.
- In Haringey, BAME groups are more likely to be diagnosed with a psychotic disorder.
- In Haringey analysis shows that reliable recovery rates following the Improving Access for Psychological Therapies (IAPT) programme are better for White British people than BAME groups across Haringey.
- In Haringey CCG in 2014/15, 41.5% of secondary mental health service users aged 18+ were from BAME groups. This equates to 2,875 residents from the BAME population. This was significantly higher than the England average of 11.2% and just above the London average of 38.5%.
- According to a report by the Mental Health Foundation, people from BAME groups living in the UK are:
 - more likely to be diagnosed with a mental health problem.
 - more likely to be admitted to hospital.
 - more likely to experience a poor outcome from treatment.
 - more likely to disengage from mainstream mental health services.

Religion or belief (or no belief)

- Christians accounted for 54% of new admissions in 2020 and the next highest religion was Muslims at 19%. There is limited data for Floating Support services new admissions in 2020 which showed 23% of residents were Christian and 7% of residents were Muslim which accounted for the highest declared religions. There is no service level data about the religions or beliefs of residents referred to in either services in 2018-19. However, information from the 'Borough Plan EQIA 2019-23' states that Muslim residents experience lower levels of physical and mental health. Therefore, this proposal may disproportionately, positively affect the Muslim population in Haringey.

Gender reassignment

- There is only evidence of 1 person who is using the supported accommodation service in 2020 and none for the Floating Support service. There is no service level data regarding gender reassignment for referrals in 2018-19. In 2020-21 data shows that only 1 person had gender reassignment. However, Rethink Mental Illness' 2017 transgender mental health study showed that 88% of transgender people had experienced depression and 84% had thought of ending their life. The 'Borough Plan EQIA 2019-23' estimates that there is between 200,000 to 500,000 people who identify as trans in the UK and therefore, this proposal will support those within this population, living in Haringey with mental health needs.
- The Scottish Evidence Review revealed that 88% of transgender respondents had suffered from depression, 80% from stress and 75% from anxiety at some time; and EHRC Transgender Research Review reported rates of self-harm and attempted suicide were high

Disability

- The clients referred to both services, in 2020 and 2018-19 were disproportionately affected by disability and long-term health conditions including chronic mental illness, learning disabilities, autism and addiction. Often these needs were previously unaddressed or misunderstood by services who saw their behaviour as challenging. This service will have a positive impact on residents with disabilities, as it is specifically designed to support people with complex needs.
- There were 22,752 adults diagnosed with depression, anxiety or both registered with Haringey GP practices in 2018. This equates to 1 in 10 people.
- Sixty-one per cent of people aged 18 and over diagnosed with depression and/or anxiety were women in 2013.
- 4,103 adults with a serious mental illness were registered with a Haringey GP practice in 2018.
- 64 suicide deaths were reported in Haringey between 2015-2017
- In Haringey, people living in deprived areas are more likely to be affected by depression.
- Haringey has a higher prevalence of Serious Mental Illness (1.3%) than London (1.1%) and England (0.9%).
- Over 50% of people with a serious mental illness have one or more other long-term condition.
- In Haringey, 5,510 people are on Employment Support Allowance or Incapacity Benefit due to mental illness, 50% of all claimants.
- Diagnoses of Serious Mental Illness are 170% higher in the most deprived areas of Haringey, and diagnoses of Depression are 10% higher.
- A recent survey found that more than one in 10 (11%) of all British adults said they felt depressed during lockdown due to a lack of space in their home. Of those adults reporting a lack of space, 5% said that this had led them to seek medical help or take medication for their mental health.
- Healthwatch Haringey found that 60% of respondents from a survey experienced depression, 43% had anxiety and 48% used alcohol and drugs whilst in a hostel. Whereas in comparison those rough sleeping 28% had depression, 7% experienced anxiety and 21% used drugs and alcohol.

- 47% of respondents in hostels felt the support they receive were meeting their needs , whereas this figure reduced to 21% for those rough sleeping.
- 40 people in hostels and shelters felt activities such as arts and sports would improve their mental health. Whereas 37 people rough sleeping felt that practical support would improve their mental health.
- Death by suicide is 35 times more likely amongst the rough sleeping population. Also death by unnatural causes is 4 times greater in the homeless population.
- Homeless people have a significantly higher mental health diagnosis than the general population, 44% homeless compared to 23% general population.
- Rough sleepers rates of alcohol and drug use is four times higher than the general population.

Pregnancy and maternity

- There is no service level data about residents referred to both services, in 2020 and 2018-19, who were pregnant or had recently given birth. However, as stated in the 'Borough Plan EQIA 2019-23', postnatal depression affects one in every ten women in the year after giving birth. Therefore, this pilot mental health service may have a positive impact on this cohort, by providing supporting to the estimated 10% of recent mothers who have postnatal depression. The Supported Accommodation service and Housing First is specifically for single people, however clients may become pregnant whilst in the service.

Marriage and civil partnership

- There is no service level data about referrals to both services in 2020 and in 2018-19, who were married or in a civil partnership. The 'Borough Plan EQIA 2019-23' states that a third of Haringey residents are married. The floating support pilot will be available for all Haringey residents regardless of whether they are married or in a civil partnership. Therefore, no inequalities related to this protected characteristic can be identified.

Generally, there is a higher proportion of BAME and LGBT+ communities who are seeking support with their mental health. The new services should have a positive impact on these client groups by enabling easier access, targeting support to those in need and providing specialist services. There will be an increase in the supply of support, therefore, no negative impacts have been identified.

4. a) How will consultation and/or engagement inform your assessment of the impact of the proposal on protected groups of residents, service users and/or staff?

Please outline which groups you may target and how you will have targeted them

Further information on consultation is contained within accompanying EqIA guidance

A consultation was carried out in August 2020 with existing service users to inform them of the development of the services as well as asking them about their current service.

A consultation exercise also took place with the existing providers of the services to identify how the services could be improved to be more effective. This also included input from other stakeholders including BEHMHT, Public Health and the Clinical Commissioning Group.

Quarterly key performance indicators are submitted by providers, and performance review meetings take place to examine outcomes and identify issues with the service.

4. b) Outline the key findings of your consultation / engagement activities once completed, particularly in terms of how this relates to groups that share the protected characteristics

Explain how will the consultation's findings will shape and inform your proposal and the decision making process, and any modifications made?

The consultations with the service users were through an online survey and some service users gave their providers handwritten responses. The response rate was 33% (41 service users) in Supported Accommodation and 25% (35 service users) in Floating Support.

Generally, the response was positive about the current service provision. 88% of Supported Accommodation and 94% of Floating Support clients were satisfied with their service's.

In Accommodation services scores of high performances included the Keyworker understands the client's strengths, recovery with mental health, ability to learn new things and share skills. Whereas perceived areas of lower performance included connecting with new people and places and things to do, feeling safe and secure and plans to move on. Also, it should be noted that this survey was carried out during the pandemic which could have influenced the service users' perceptions.

In Floating Support services, the service user's gave lower scores for connecting with new people and place, and things to do, learning new things and sharing skills and moving on from the service.

These indicators highlighted the need to consider within the recommissioning co-production with service users, letting them make decisions about activities within the service, a psychologically informed environment enabling service users to feel safe and secure, digitalisation to support service users to access online courses and activities and to prevent social isolation and an agreed understanding of move on from the service.

The consultation with the providers took place using a 'Virtual Sprint' process and facilitated by experts in consultation and impartial staff within Haringey Council. The recommended areas also included the use of a trauma informed approach and a psychologically informed environment. It also identified the current provision created lots of moves within the service and for this to be reduced to enable effective transitions and flexibility. It did recognise to formally set up provision for more long stay clients, to continue with the women's only provision and to set up specific services for black men only. It also identified that due to Covid more provision should be put in place for digitalisation. Partnership working was also seen as an important element of the services particularly with the mental health trust.

The regular outcomes meetings had identified that some service users were not moving on and this is an area to focus on for the future. This is being specified by ability of providers to access the private rented sector or by developing relationships with Housing Associations to support

move on. Also, the idea which has proved beneficial within the Floating Support service is brief interventions dealing with a specific task rather than long periods of support that may not be needed. It also identified the need for providers to turn around voids quickly and manage new referrals as soon as possible.

5. What is the likely impact of the proposal on groups of service users and/or staff that share the protected characteristics?

Please explain the likely differential impact on each of the 9 equality strands, whether positive or negative. Where it is anticipated there will be no impact from the proposal, please outline the evidence that supports this conclusion.

Further information on assessing impact on different groups is contained within accompanying EqIA guidance

- 1. Sex** *(Please outline a summary of the impact the proposal will have on this protected characteristic and cross the box below on your assessment of the overall impact of this proposal on this protected characteristic)*

This proposal will have a positive impact on people of both genders. The proposal within accommodation services is to have a specific service for women only and black men only to enable these services to be more gender and culturally informed. The floating support provision is fairly equal in gender referrals to the services.

Positive	X	Negative		Neutral Impact		Unknown Impact	
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- 2. Gender reassignment** *(Please outline a summary of the impact the proposal will have on this protected characteristic and cross the box below on your assessment of the overall impact of this proposal on this protected characteristic)*

We do not have local data regarding this protected characteristic. However, Rethink Mental Illness' 2017 transgender mental health study showed that 88% of transgender people had experienced depression and 84% had thought of ending their life. Therefore, it could be said that the recommissioning of this mental health service will have a positive impact on a large proportion of transgender residents. In addition to this, the service will have distinct policies around challenging stigma, harassment, abuse and discrimination which will be rigorously monitored.

Positive	X	Negative		Neutral impact		Unknown Impact	
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3. Age *(Please outline a summary of the impact the proposal will have on this protected characteristic and cross the box below on your assessment of the overall impact of this proposal on this protected characteristic)*

The services will be available to adults aged over 18 years. The services will not discriminate by age. The services will address a need across all types of services and both Accommodation and Floating Support fulfil need across the age spectrum.

Positive	X	Negative		Neutral impact		Unknown Impact	
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4. Disability *(Please outline a summary of the impact the proposal will have on this protected characteristic and cross the box below on your assessment of the overall impact of this proposal on this protected characteristic)*

The service will be available for service users with mental health conditions and will be psychologically informed, enabling a trauma informed approach, which recognises long term health conditions, challenging behaviour and reactions to certain triggers. The Accommodation services will work with service users in their own homes as well as communal facilities or supporting them out in the community. The Floating Support service will be available within resident’s own homes (which may be beneficial for people with physical disabilities or mobility problems) or they can choose a venue which suits their needs. or a venue suitable for the service user’s needs, this may include physical, learning disabilities and autism.

The service will have distinct policies around challenging stigma, harassment, abuse and discrimination that will be rigorously monitored.

Positive	X	Negative		Neutral impact		Unknown Impact	
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5. Race and ethnicity *(Please outline a summary of the impact the proposal will have on this protected characteristic and cross the box below on your assessment of the overall impact of this proposal on this protected characteristic)*

BAME residents are disproportionately represented in the group of clients that the mental health service’s works with. This proposal will ensure that the service users receive a better-quality service which is responsive to their needs. The service will therefore advance equality of opportunity for the BAME community, by being designed to recognise the specific vulnerabilities in relation to hospitalisation and mental health issues.

Positive	X	Negative		Neutral impact		Unknown Impact	
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6. Sexual orientation *(Please outline a summary of the impact the proposal will have on this protected characteristic and cross the box below on your assessment of the overall impact of this proposal on this protected characteristic)*

LGBTQ+ residents are disproportionately represented in the group of clients that the mental health service's works with. Therefore, the services will positively impact LGBTQ+ residents. The services will have distinct policies around challenging stigma, harassment and abuse and discrimination that will be rigorously monitored.

Positive	X	Negative		Neutral impact		Unknown Impact	
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7. Religion or belief (or no belief) *(Please outline a summary of the impact the proposal will have on this protected characteristic and cross the box below on your assessment of the overall impact of this proposal on this protected characteristic)*

Residents of all religions and beliefs will be able to access the services. Information from the 'Borough Plan EQIA 2019-23' states that Muslim residents more commonly experience lower levels of physical and mental health. Therefore, this proposal may disproportionately have a positive effect on the Muslim population in Haringey, by providing higher quality mental health support.

The service will have distinct policies around challenging stigma, harassment, abuse and discrimination that will be rigorously monitored.

Positive	X	Negative		Neutral impact		Unknown Impact	
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8. Pregnancy and maternity *(Please outline a summary of the impact the proposal will have on this protected characteristic and cross the box below on your assessment of the overall impact of this proposal on this protected characteristic)*

As stated in the 'Borough Plan EQIA 2019-23', postnatal depression affects one in every ten women in the year after giving birth. Therefore, this pilot mental health service may have a positive impact by supporting the estimated 10% of recent mothers who have postnatal depression.

Positive	X	Negative		Neutral impact		Unknown Impact	
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9. Marriage and Civil Partnership *(Consideration is only needed to ensure there is no discrimination between people in a marriage and people in a civil partnership)*

There will be no discrimination between people in a marriage and a civil partnership when accessing the services. All residents will, regardless of their marital or civil partnership status, be able to access the services.

Positive		Negative		Neutral impact	X	Unknown Impact	
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10. Groups that cross two or more equality strands e.g. young black women

Some residents accessing this service may have two or more protected characteristics, and the service will be equipped to support, the following groups (amongst others):

- People from BAME backgrounds with mental health conditions
- Older people with health and social care needs
- LGBTQ+ people with mental health needs

Positive	X	Negative		Neutral impact		Unknown Impact	
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Outline the overall impact of the policy for the Public Sector Equality Duty:

- **Could the proposal result in any direct/indirect discrimination for any group that shares the protected characteristics?**
- **Will the proposal help to advance equality of opportunity between groups who share a protected characteristic and those who do not?**
This includes:
 - a) **Remove or minimise disadvantage suffered by persons protected under the Equality Act**
 - b) **Take steps to meet the needs of persons protected under the Equality Act that are different from the needs of other groups**
 - c) **Encourage persons protected under the Equality Act to participate in public life or in any other activity in which participation by such persons is disproportionately low**
- **Will the proposal help to foster good relations between groups who share a protected characteristic and those who do not?**

The recommissioning and retendering of the mental health pathway will enable a flexible and early intervention service for users, ensuring they are supported quickly, efficiently and with a trauma informed approach.

The proposal would not result in direct/indirect discrimination for any group that shares the protected characteristics.

The proposal will help to advance equality of opportunity between groups who share protected characteristics and those who do not by creating a service that minimises known inequalities, meets the specific needs of people with protected characteristics and encourages participation of vulnerable people within the services.

The proposal will also help to foster good relations between groups who share and do not share protected characteristics by having specific and tailored policies and procedures around discrimination, bullying and abuse as well as delivering supportive interventions and activities for service users around violence and abuse, hate crime, consent and personal boundaries.

6. a) What changes if any do you plan to make to your proposal as a result of the Equality Impact Assessment?

Further information on responding to identified impacts is contained within accompanying EqlA guidance

Outcome	Y/N
No major change to the proposal: the EqlA demonstrates the proposal is robust and there is no potential for discrimination or adverse impact. All opportunities to promote equality have been taken. <u>If you have found any inequalities or negative impacts that you are unable to mitigate, please provide a compelling reason below why you are unable to mitigate them.</u>	Y
Adjust the proposal: the EqlA identifies potential problems or missed opportunities. Adjust the proposal to remove barriers or better promote equality. Clearly <u>set out below</u> the key adjustments you plan to make to the policy. If there are any adverse impacts you cannot mitigate, please provide a compelling reason below	
Stop and remove the proposal: the proposal shows actual or potential avoidable adverse impacts on different protected characteristics. The decision maker must not make this decision.	

6 b) Summarise the specific actions you plan to take to remove or mitigate any actual or potential negative impact and to further the aims of the Equality Duty

Impact and which protected characteristics are impacted?	Action	Lead officer	Timescale

Please outline any areas you have identified where negative impacts will happen as a result of the proposal, but it is not possible to mitigate them. Please provide a complete and honest justification on why it is not possible to mitigate them.

Not applicable.

6 c) Summarise the measures you intend to put in place to monitor the equalities impact of the proposal as it is implemented:

Once the service is recommissioned, it will be evaluated on a quarterly basis using the key performance indicators. Monitoring will also include compliance with the service specification and implementation plan as submitted by the providers. The overall monitoring will be carried out by the Housing Related Support Commissioning team.

The type of information collected using the key performance indicators will include personal characteristic details of new admissions to the service. Also, outcomes achieved while in the service including ability to be financially independent, improvement with health needs, ability to take part in employment, education, or volunteering. Positive planned moves from the service will also be monitored, as well as unplanned moves. The aim of the service is to enable and empower service users to be independent and move on from the service.

Incidents, safeguarding concerns and fatalities within the service will also be monitored as and when they occur. This will include the reasons for these occurring and particularly those which contain hate crime elements.

The outcomes will be monitored and evaluated through quarterly performance meetings. This will include who is accessing the service, the outcomes they achieve, the number of incidents and safeguarding's occurring that contain hate crime elements.

The services will be reviewed on a continual basis and any concerns will be discussed with providers at quarterly review meetings or as and when they occur where there is a significant concern.

Service user feedback was used to inform the recommissioning process and it will be also used within the life of the contract to determine how the contract is progressing and to monitor the impact of equalities.

7. Authorisation	
EqlA approved by <i>Charlotte Fenwick</i> (Assistant Director/ Director)	Date 27/07/2021

8. Publication <i>Please ensure the completed EqlA is published in accordance with the Council's policy.</i>

Please contact the Policy & Strategy Team for any feedback on the EqlA process.

Appendix 4 – Proposed Services

- **Lot 1 Intensive Support** - High needs support with staff on site 24 hours a day. An average of 7-9 hours of support per service user per week and night security to be provided.
- **Lot 2 Flexible Support Long Stay** - Medium needs support, Staff on site 24 hours a day. 12 units of accommodation on West Green Road. An average of 3-7 hours of support per service user per week and night security to be provided. Focussed on service users unable to gain independence and require support in the longer term.
- **Lot 3 Flexible Support** - Low to Medium needs support with a mix of on-site and visiting support. An average of 3-7 hours of support per service user per week. Flexible support based on service users' needs and normally up to 12/18 months.
- **Lot 4 Flexible support women's only** - Same as Flexible Support above, but specialist provision for women only.
- **Lot 5 Flexible support Black men only** – Same as Flexible Support above but, specialist provision for black men only.
- **Lot 6 Housing First** - Intensive floating support in people's own homes (25 units for mental health and 5 units for rough sleepers). An average 8-10 hours per week support on average per service user. Supporting service users who have multiple disadvantages and often are not suitable for supported housing. They are housed in the private rented sector or through specific social housing quotas for this service.
- **Lot 7 Floating Support** - 100 units of floating support. These are split between A) integrated service based at St Ann's hospital and embedded within mental health teams working to support people's discharge from hospital and prevent admission. B) Community service supporting people in the community with 1:1 support and groupwork. Low level support, providing 3 hours of support per service user per week.

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Appendix 5 – Profile of Existing Support Services

Accommodation services.

Information	Facts
Contracts	4 current contracts
Providers	3 current providers
Types of accommodation- Shared Vs Self-contained	Varies from a 13 unit shared house to 1 self contained flat. 58% are shared and 42% are self-contained. 125 units of accommodation in total.
Split in support hours provided	36% High needs (24hr services 7-9 hours per week) 32% Medium Needs (5 hours per week on site or visiting support) 32% Low needs (3 hours visiting support)
Split of locations within Haringey	36% East of the borough (N22, N17 and N15) 64% West of the borough (N6, N4 and N8)
Demand for services	Consistent demand with priority from hospital.
Moves within the Pathway	Numerous moves within the pathway to obtain the appropriate level of support for the persons needs.
Admissions into the service 2020-21	41 new admissions. 76% of admissions were male. 75% of new service users were 18-39 years old 90% of new admissions were BAME. 12% of new admissions were LGBTQ+
Move on from the service 2020-21	93% of move on's were positive with moves to the private rented sector, sheltered housing, requiring lower or higher levels of support. 7% of move on's were negative including prison and 1 death.
Positive outcomes from the services	18 service users were engaged in education/training 4 service users were involved in voluntary work 4 service user had paid employment 15 service users had reduced debts and arrears

Floating Support

Information	Facts
Units	20 units Housing First Mental health 5 units Housing First Rough Sleepers 50 units integrated floating support service (pilot 2019 based at St Ann's hospital) 85 units community floating support service including an accommodation service in West Green Road (pilot 2019).
Providers and contracts	There are 3 providers managing 4 contracts.
Integrated Floating support service	Works closely with the mental health teams and takes referrals solely from them. Carries out 1:1 work with service users and has completed lots of brief intervention work. The aim is to prevent

	admission to hospital and enable discharge from hospital. Provides 5 hours support per week.
Community Floating support service	Referrals received from agencies and self referrals. 1:1 work and workshops (the workshops have been hampered because of covid). Provides 3 hours support per week.
Housing First	An intensive floating support service with a multiple disadvantaged client group. Many are linked in with Making Every Adult Matter. Provides 1:1 support with 8-10 hours per week per service user. Service users are housed in their own homes through a social housing quota or through the private rented sector.
New Admissions 2020-21	48 new admissions 54% male and 46% female 62% of admissions were from the BAME community 2% of admissions were form LGBTQ+ community New admissions were spread the age spectrum but the highest was from 50-59 year old age group with 16 new admissions.

Report for: Cabinet

Title: Increase to the award for Haringey Higher Level Skills Sponsorship Agreement

Report authorised by : Peter O'Brien, AD for Regeneration and Economic Development

Lead Officer: Helen McDonough, Head of Employment and Socio Economic Regeneration

Ward(s) affected: All

**Report for Key/
Non Key Decision: Key**

1. Describe the issue under consideration

- 1.1. This report seeks to increase the provision of higher level skills qualifications in Haringey, which are required to enable residents to access Good Work opportunities in the neighbourhood and in the London labour market. The Council and the GLA currently jointly commission North London Partnership Consortium (NLPC) to deliver level 3 provision to both unemployed and lower paid residents in key sectors of Health and Social Care, Engineering, Childcare (childminding focus) and Construction, supporting residents into work or better paid work. This grant funding agreement delivers the Haringey Higher Level Skills (HHLS) project.
- 1.2. Based on strong performance and well evidenced need locally we are proposing to extend this programme in partnership with the Greater London Authority (GLA) increasing the overall grant funding agreement and employment outputs matchfunding a proposed increase in investment by the GLA.
- 1.3. To meet the increased demand being seen by NLPC as a result of the rise in unemployment in the borough, GLA proposes to invest a further £67,428 into the programme, subject to match funding agreement from Haringey Council as the Project Sponsor. The heightened need has resulted in NLPC meeting all existing claimable outputs for supporting unemployed people with continued demand from residents for higher level skills qualifications.
- 1.4. The report is to be considered by Cabinet as the increase would take total LBH commitment from £450,000 to £517,428 for the HHLS programme. GLA's proposal was approved to progress by GLA Delivery Group on 17 August and is due for final decision from GLA at its Skills for Londoners Programme Board on 21 September. October is the earliest Cabinet meeting this can be discussed at in order to avoid a long break in delivery to residents.

2. Cabinet Member Introduction

- 2.1. The Haringey Higher Level Skills programme is a jointly commissioned employment and skills support programme with the GLA, providing residents with the higher level skills needed to gain employment in Haringey and the wider London labour market. As unemployment has recently risen substantially in the borough, our delivery partner, North London Partnership Consortium, has experienced increased demand for their service from residents, and has exceeded performance targets. The project cannot continue delivering qualifications to unemployed residents without additional funding.
- 2.2. The GLA has proposed increasing their contribution, subject to Haringey matching the amount, in order to meet the increase in demand. This report outlines the case for matching the potential investment to lever more opportunities for higher levels skills qualifications for our residents, to equip them with the right skills to take advantage of improvements and opportunities in the post-pandemic jobs market.

3. Recommendations

Cabinet is asked to:

- 3.1 Approve match funding the GLA's proposed investment into HHLS by a further £67,428, taking overall commitment to £517,428, and continuation of the GLA's management thereof;
- 3.2 Approve the reprofiled performance (4.3.1)

4. Reasons for decision

4.1 Need for higher level skills in fluctuating labour market

- 4.1.1. Most opportunities for Good Work in London, work that provides at minimum London Living Wage with opportunities for progression, require residents to have higher level skills to access. Higher level skills are considered as those at Level 3 (L3) and above (L3 is equivalent to A levels and BTEC Nationals). Only 4% of jobs in the London Labour market require no qualifications and just 9% require NVQ1 (equivalent to GCSE grades 3,2,1).
- 4.1.2. Residents with L3 and above qualifications are under represented in Haringey compared to the wider labour market, meaning local people are locked out of accessing opportunities available to them.
- 4.1.3. The HHLS programme delivers L3 courses to unemployed residents focused on specific growth sectors identified in the Good Economy Recovery Action Plan (Construction, Railway Engineering, Health and Social Care). It also supports in work progression, providing the same L3 opportunities to residents in work with lower skills levels.

4.2 Demand

- 4.2.1. Since the Covid-19 pandemic, NLPC has seen a significant rise in the demand for the programme from residents, and has achieved all of its targeted output numbers for unemployed residents for the lifetime of the grant (original grant April 2019-March 2022, additional year agreed due to Covid19 disruption, end date

March 2023). NLPC continues to provide employment support but is no longer able to register unemployed residents for L3 courses as funding to do so has been exhausted.

4.3 Value for money

4.3.1. By match-funding the GLA investment, we maximise the number of opportunities for higher level qualifications we can lever for residents from our investment, by March 2023:

	Unemployed	Employed	Total	Value
Starters	48	20	68	£12,769
Achieving one unit L3	42	11	53	£31,989
Entry to Employment/Job Progression	24	6	30	£38,409
Sustained	16	4	20	£45,500
LLW bonus			18	£6,188
Total	£101,491	£27,177		£134,855
Overall Unit Cost				£6,743

4.3.2. The overall unit cost submitted with the original contract was £6,923.08; the overall unit cost for the increase of 20 sustained results is £6,742.74, delivering better value for money whilst being as close to original conversion and unit cost rates as calculations allow.

4.4. Supporting the Employment and Skills Recovery Action Plan (ESRAP)

4.4.1. Haringey has experienced exponential rise in unemployment within the borough since March 2020 (177% increase), and has the highest claimant count rate for central London (11.3%). ESRAP, collaboratively produced with borough partners, identifies priority growth sectors for employment support in the medium term, which HHLS delivers courses in (STEM, Construction and Health and Social Care). ESRAP also outlines a need to address in work poverty in the borough, which HHLS works to support by supporting residents who are in work to upskill.

4.4.2. Funding has already been agreed to support the delivery of the Good Economy Recovery Plan and associated ESRAP, which this programme and extension continues to play a pivotal role in.

5. Alternative options considered

5.1. Option to not extend

The project could be delivered to the existing grant award. However this would result in the high demand of residents seeking support being turned away. With its base in Northumberland Park, the localised reach of NLPC means many of the residents accessing its services are not likely to access other employment provision in the borough.

5.2. Option to increase profile only for unemployed participants

It is possible to increase the performance targets for unemployed residents with no further additions to support employed residents. There is however limited in-work support within the borough outside of this programme at a time where in-

work poverty is increasing and is not met by national provision. Reducing the focus for in-work support through this programme at this time feels counter to the Council's commitment to support Good Work principles, which includes a focus on progression.

5.3. Option to increase by £49,928 keeping total commitment below £500,000

This option was considered for expediency of decision making, in order to respond to the need not to continue stalling delivery. However, the loss of additional £35,000 to the project with GLA match would result in missing out on sufficient additional outputs to reflect a worthwhile variation.

6. Background information

6.1. In February 2012, Cabinet approved match funding of the GLA's funding allocation to Haringey, as part of a funding and investment package for the Tottenham Regeneration Programme. The HHLS programme was part of a 1.5M funding agreed in principle by Cabinet as one-off additional funding identified in the Medium Term Financial Strategy. The Sponsorship Agreement with GLA was agreed by the s151 Officer in September 2016 with use of reserves.

6.2. On 22 February 2019, Haringey entered into an agreement with GLA for the Sponsorship and Delivery of the HHLS project and in respect of this agreement for the GLA to act as the agent for the ESF funding managing all contract arrangements.

6.3. NLPC entered into a grant agreement with the GLA in March 2019 with active delivery commencing in August 2019; a Deed of Variation was executed in May 2021 reprofiling and extending the project end date to March 2023 to enable delivery over a longer period on account of forced closures and disruption from lockdowns and covid restrictions.

6.4. The original maximum sum grant value award is £900k, of which £728k relates to Unemployed and £172k to Employed participants. £450k is ESF funding and £450k is Haringey match funding. NLPC's bid application specified that NLPC would be able to deliver up to an additional £135k of services if monies became available through the lifetime of the project.

6.5. Performance compared to profile as of 30 June 2021 is:

	Unemployed			Employed			Total		
	Profile	Actual	Variance	Profile	Actual	Variance	Profile	Actual	Variance
Starters	303	403	100	57	55	-2	360	458	98
Achieving one unit L3	174	280	106	36	40	4	210	320	110
EET and Progression	53	103	50	9	5	-4	62	108	46
Sustained	7	14	7	1	2	1	8	16	8
LLW bonus							37	45	8

7. Contribution to strategic outcomes

- 7.1. Economy: A growing economy which provides opportunities for all our residents and supports our businesses to thrive.
- 7.2. Employment and Skills Recovery Action Plan: The contract supports sector focus on Construction, Health and Social Care and Engineering, and in work progression.

8. Statutory Officers comments (Chief Finance Officer (including procurement), Assistant Director of Corporate Governance, Equalities)

8.1. Finance

There is sufficient funds in the GERP budget within the £250,000 allocation for ESRAP to match fund this addition and the project meets the aims of the associated recovery plans.

8.2 Procurement

There is no procurement related activity in result of this increase, as the contract with the existing delivery partner will continue to be managed by GLA.

8.3 Legal

The Head of Legal and Governance (Monitoring Officer) has been consulted in the preparation of the report.

In accordance with Contract Standing Order 10.02.1(b) and Contract Standing Order 17.3 Cabinet has authority to approve the recommendations in the report.

The Head of Legal and Governance (Monitoring Officer) sees no legal reasons preventing Cabinet from approving the recommendations in the report.

8.4 Equality

The council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:

- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act
- Advance equality of opportunity between people who share protected characteristics and people who do not
- Foster good relations between people who share those characteristics and people who do not

The three parts of the duty apply to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.

H HLS aims to equip Haringey residents with the higher-level skills necessary to attain successful jobs and careers in the London labour market. The project has a focus on recruiting participants with disabilities or health conditions, those from BAME groups, aged under 25 or 50 & over and lone parents and will therefore serve to promote equality of opportunity for people with protected characteristics.

Equality issues were considered in the procurement process and awarding of the grants by GLA. As the recommended reprofile and increase does not represent a change to the project methodology or the target cohort, this will not have a negative impact on equality.

9. Use of Appendices

- 9.1. Appendix A - GLA ESF 2014-20 Grant Agreement H HLS
- 9.2. Appendix B – H HLS Reprofile

10. Local Government (Access to Information) Act 1985

- 10.1. [Cabinet Report Feb 2012 Funding and Investment Package for the Tottenham Regeneration Programme](#)

DATE: 22 February 2019

GREATER LONDON AUTHORITY

AND

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY

Agreement Relating to the Sponsorship and Delivery of the Greater London Authority's Haringey Higher Level Skills Project

THIS AGREEMENT is made on 22 February 2019

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen's Walk, London SE1 2AA ("the **GLA**"); and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre, High Road, Wood Green, London N22 8LE ("the **Sponsor**")

together, the "**Parties**" and each a "**Party**" to this agreement

BACKGROUND:

- (A) The GLA acts as the agent of the Department of Work and Pensions (the "**DWP**") in relation to certain amount of the DWP's European Social Fund funding (the "**ESF Funding**").
- (B) The GLA has developed a specification in consultation with the Sponsor for a project to develop higher level skills in the Haringey area and which aims to deliver at least one unit of NVQ level 3 to assist unemployed Haringey residents to access employment and for Haringey residents in low paid / skilled employment to advance their employment (the "**Project**").
- (C) The Sponsor wishes to provide the GLA with a matched funding contribution to the GLA's costs of the Project to support the priorities which they share with the GLA.
- (D) This Agreement confirms the allocation of responsibilities for the delivery, management and funding of the Project.

1. DEFINITIONS

1.1 In this agreement the following terms have the corresponding meanings:

Agreement	means this agreement concluded between the GLA and the Sponsor comprising the terms and conditions, any annexed schedules hereto;
Application Form	means the template form, which organisations complete and submit as part of their bid for the GLA Funding;
Commencement Date	means the date of this Agreement;
Confidential Information	means all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the either Party , whether commercial, financial, technical or otherwise;
GLA Dashboard	means a snapshot of the progress on the Project;

Full Project Funding	means the total of the GLA Funding and the Sponsor Funding to be granted by the GLA to the Ultimate Recipient for the purposes of undertaking the Project;
Force Majeure	means any event or occurrence which is outside the reasonable control of the Party concerned, and which is not attributable to any act or failure to take preventative action by the Party concerned, including (but not limited to) governmental regulations, fire, flood, or any disaster; it does not include any industrial action occurring within a Party's organisation or within any Party's sub-contractor's organisation;
GLA Funding	means that part of the ESF funding which the GLA shall pay towards the Project Cost in accordance with Clause 4.1.2 (Financial Terms);
Logo	the logo set out in Schedule 2 to this agreement;
Monitoring Report	means the reports which shall be prepared by the GLA detailing the progress of the project and which shall comprise of monthly progress reports, accompanying dashboard and a case study per quarter.
Named Officer	means the person appointed by the Sponsor under Clause 2.4 of this Agreement whose details are set out in clause 13.8.2 or such other person as may be nominated by the Named Officer to act on his or her behalf and whose details are notified in writing to the GLA
Party Representatives	means the representative of each Party specified in Clause 12.8 being authorised to act on behalf of that Party for the purposes of this Agreement or such other person as may be nominated by the representative of each Party to act on his or her behalf and whose details are notified to the other Party in writing;
Project	means the project described in the Specification forming part of the GLA ESF programme;
Project Cost	means the total expenditure to be incurred by the GLA for the delivery of the Project in accordance with Clause 4 (Financial Terms);
Project Delivery Agreement	means the agreement between the GLA and the Ultimate Recipient for the delivery of the Project;
Project Steering Group	means a group of individuals nominated by the GLA, the Sponsor and the Ultimate Recipient who shall attend quarterly meetings to monitor the delivery of the Project and its effectiveness;
Specification	means the detailed description of the Project set out in Schedule 1 to this Agreement and which forms part of this Agreement;
Sponsor Funding	means the 50% match-funding which the Sponsor shall pay to the GLA as a contribution towards the Project Cost for the delivery of the Project as provided in Clause 4.1.1;
Term	means the period during which this Agreement shall be in force, being the period beginning on the Commencement Date and ending after two years from the Commencement Date;
Ultimate Recipient	means the organisation, which is chosen by the GLA to deliver the Project following a competitive process.

- 1.2 Clause, Schedule and Paragraph headings shall not affect the interpretation of this Agreement;
- 1.3 The Schedules shall form part of this Agreement and shall have effect as if set out in the body of this Agreement, also any reference to this Agreement includes the Schedules;
- 1.4 A reference to a Company shall include any Company, Corporation or other body corporate, wherever and however incorporated or established;
- 1.5 Words in the singular shall include the plural and vice versa;
- 1.6 A reference to one gender shall include a reference to the other gender;
- 1.7 The words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- 1.8 Any phrase introduced by the terms "including", "include", "in particular", or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.9 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force, but also taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts;
- 1.10 A reference to writing or written includes faxes but does not include e-mail;
- 1.11 References to Clauses and Schedules are to the Clauses and Schedules of this Agreement, references to Paragraphs are to Paragraphs of the relevant Clauses and Schedules;
- 1.12 If there is an inconsistency between the Clauses of the Agreement or the Schedules, the provisions of the Clauses shall prevail; and
- 1.13 Where the consent or approval of a Party is required under this Agreement then such consent or approval shall not be unreasonably withheld or delayed.

2. THE PROJECT

- 2.1 The Parties agree that for the duration of the Term the GLA is responsible for commissioning the Project, carrying out a competitive exercise to identify the Ultimate Recipient as a recipient of grant funding and managing the Project Delivery Agreement.

- 2.2 The Project Funding will be calculated and paid in accordance with Clause 4 (Financial Terms). As provided in Clause 4.1, the Project Cost will be met by the GLA Funding and the Sponsor Funding in equal proportions.
- 2.3 The GLA will be responsible for the management of the Project Delivery Agreement, the financial management of the Project and its obligations in respect of which are set out in Clause 3.1 (Performance and Financial Management of the Project) below.
- 2.4 The Sponsor shall appoint a Named Officer who will have responsibility on behalf of the Sponsor for the overall management of its obligations under this Agreement.
- 2.5 The delivery of the Project in accordance with this Agreement and the Project Delivery Agreement will be monitored at quarterly meetings organised by the GLA and attended by the Project Steering Group (**"Project Steering Group Meetings"**).
- 2.6 The Project Steering Group Meeting shall be held at the premises of the Sponsor and shall be minuted by the GLA. The minutes shall be circulated to all attendees and retained by the GLA for future reference.
- 2.7 Notwithstanding Clause 2.5 above, the GLA or the Sponsor may at any time on reasonable notice request a meeting with the other to discuss the delivery of the Project. The meeting shall be organised by the Party requesting the meeting and shall be attended by representatives from the Sponsor and the GLA.

3. ALLOCATED TASKS AND RESPONSIBILITIES

- 3.1 The Parties shall have the tasks and responsibilities as detailed in Schedule 3 (**Parties' Allocated Key Tasks and Responsibilities**) to support the delivery of the Project in accordance with this Agreement and the requirements of the ESF Programme.

- 3.2 Any change to the allocation of tasks and responsibilities in Schedule 3 must be agreed in writing by the Parties and signed by duly authorised representatives of each Party and be appended as an addendum or amendment to this Agreement.
- 3.3 The Parties warrant to each other that they shall at all times co-operate fully in the implementation of the Project.

4. FINANCIAL TERMS

- 4.1 The Project Cost shall not exceed £900,000 (Nine hundred thousand pounds) and which shall be funded as follows:
- 4.1.1 The Sponsor shall fund 50% of the Project Cost, amounting to £450,000 (**"Sponsor Funding"**); and
- 4.1.2 The GLA shall fund 50% of the Project Cost, amounting to £450,000 (**"GLA Funding"**).
- 4.2 The total amount which may be paid to the Ultimate Recipient to deliver the Project shall not exceed the Project Cost.
- 4.3 The GLA shall submit a valid invoice for the Sponsor Funding to the Sponsor by no later than 31 March 2019 and the Sponsor shall pay the Sponsor Funding to the GLA within thirty (30) days of receipt of the invoice.
- 4.4 The Parties agree that the Sponsor Funding is a conditional gift of revenue grant funding and the GLA acknowledges that the Sponsor Funding is exclusive of VAT. If the UK government rules that the Sponsor Funding is a taxable supply for the purposes of VAT, the GLA shall pay the VAT relating to the Funding.
- 4.5 Subject to the Sponsor paying Sponsor Funding to the GLA in accordance with Clause 4.4, the GLA shall be solely responsible for the payment of the Project Funding to the Ultimate Recipient and shall ensure that it holds sufficient funding to make the any required payments due to the Ultimate Recipient for the delivery of the Project.

4.6 Sums not exceeding the Project Cost in aggregate shall be paid by GLA to the Ultimate Recipient in instalments in accordance with the terms of the Project Delivery Agreement. The Payment Trigger Calculator will be provided for the sponsor as part of the signed Project Delivery Agreement (Grant Agreement) by Friday 29th March 2019.

4.7 The GLA will maintain records of the Project as per the requirements of the European Social Fund and the records shall be available to the Sponsor upon request.

5. THE SPONSOR'S RIGHTS: THE DELIVERY OF THE PROJECT

5.1 The GLA shall consider and take appropriate and reasonable action to address any comments or concerns which are notified to the GLA by the Sponsor in respect of the Project performance and financial management of the Project, and (to the extent that powers are available to it under the Project Delivery Agreement in this regard) the performance management of the Ultimate Recipient.

5.2 The Sponsor may request on reasonable notice that the GLA terminate the Project Delivery Agreement with the Ultimate Recipient at any time if the Sponsor in its reasonable opinion considers there to be reasonable grounds enabling its termination by the GLA, provided always that the GLA shall be the unchallengeable and final maker of any decision of whether or not to so terminate, and/or compliance with ESF Programme requirements.

5.3 The Sponsor shall be provided with any information it may reasonably require in relation to the Project Delivery Agreement and/or the Ultimate Recipient's performance and/or the delivery of the Project, and any such requests shall be made in writing in good time to the GLA. The information shall be provided within 14 days from the date on which the GLA receives such a written request from the Sponsor, or within such other timescale(s) as are agreed in writing by the parties.

5.4 The Sponsor may inspect the delivery of the Project which may include interviewing the GLA's staff engaged in the performance management of the Project, and users of the services delivered under the Project.

- 5.5 The Sponsor may require all or part of the Sponsor's Funding to be repaid by the GLA, subject always to consultation with the GLA in advance, and subject to the exercise of any rights and obligations under Clause 13.2 (Dispute Resolution), and notice being given in accordance with Clause 13.7 (Notices), where:
- 5.5.1 the Project is not delivered in accordance with this Agreement;
 - 5.5.2 the GLA fails materially to comply with any condition of this Agreement not remedied by the GLA within thirty (30) working days following the GLA's receipt of notice from the Sponsor of the such failure or where such failure is irremediable;
 - 5.5.3 this Agreement is terminated in accordance with Clause 9 (Expiry or Termination);
 - 5.5.4 there is a substantial change to the Project which the Sponsor has not approved;
 - 5.5.5 the Sponsor Funding has not been used for the purpose for which it was given;
 - 5.5.6 there has been an overpayment of the Sponsor Funding; or
 - 5.5.7 the Sponsor reasonably believes that all necessary approvals to lawfully deliver the Project have not been obtained by the GLA or all relevant law has not been complied with by the GLA.
- 5.6 The GLA agrees that within 30 Working Days of receipt of notice requiring repayment of the Sponsor Funding in accordance with Clause 5.5 it will make such repayment to the Sponsor.
- 5.7 The GLA shall within 90 days of expiry or earlier termination of the Agreement notify the Sponsor of the balance of any unused Full Project Funding (the "**Unused Funding**") and shall arrange for 50% of the Unused Funding to be reimbursed to the Sponsor without any deduction or delay.

6 THE GLA'S OBLIGATIONS: THE DELIVERY OF THE PROJECT

- 6.1 The GLA shall provide the sponsor with a copy of the Project Delivery Agreement (GLA ESF Grant Agreement) that the Ultimate Recipient will be required to sign by Friday 29th March 2019.
- 6.2 The Project Delivery Agreement shall include terms providing for:
- 6.2.1 payments to be made to the Ultimate Recipient upon achieving specified outputs and results by reference to agreed unit rates; and
 - 6.2.2 the Ultimate Recipient to display the Logo on all published materials in relation to the Project.
- 6.3 The GLA shall:
- 6.3.1 take reasonable steps to ensure that the Ultimate Recipient complies with the Project Delivery Agreement;
 - 6.3.2 take all reasonable steps to ensure that Project Funding is not used to:
 - 6.3.1.1 fund any activity other than the delivery of the Project;
 - 6.3.1.2 support or assist activities which are political or of an exclusively religious nature or which may bring the Sponsor or the GLA into disrepute; or
 - 6.3.1.3 pay for any loss or damage resulting from an insured risk;
 - 6.3.3 take steps to ensure that the Sponsor is permitted at all reasonable times and upon such notice as is reasonable in all the circumstances to inspect the Project and the progress made;
 - 6.3.4 prepare and submit promptly to the Sponsor the Monitoring Reports along with the records kept by the GLA in accordance with Clause 9; and

6.3.5 not knowingly, recklessly or negligently do, permit or omit to do, anything that may attract adverse publicity or damage the reputation of the Sponsor.

6.4 The GLA shall not (and shall procure that their Staff do not) say or do anything that might lead any other person to believe that the GLA is acting as the agent of the Sponsor or hold themselves out as being authorised to bind the Sponsor in any way.

7 RISK MANAGEMENT

7.1 The risks associated with the Project will be assessed prior to commencement of the Project and a Project risk register prepared by the GLA.

7.2 The risks associated with the Project will be regularly reviewed by the GLA throughout the Term. The Project risk register will be updated as appropriate to support the Parties' effective performance of their obligations under this Agreement and to further to ensure that the delivery of the Project accords with the Specification.

7.3 The GLA shall provide to the Sponsor a copy of the Project risk register once it has been prepared pursuant to Clause 7.1 and each time the Project Risk Register is updated thereafter.

8 CONFIDENTIALITY, FREEDOM OF INFORMATION, DATA PROTECTION AND PUBLICITY

8.1 Each Party shall:

8.1.1 treat all Confidential Information belonging to any other Party as confidential and safeguard it accordingly;

8.1.2 not use any Confidential Information it receives from any other Party otherwise than for the purposes of the Agreement;

8.1.3 not disclose any Confidential Information belonging to any other Party to any other person without the prior written consent of that other Party except:

8.1.3.1 to such persons and to such extent as may be necessary for the performance of the Agreement; or

8.1.3.2 where disclosure is otherwise expressly permitted by the provisions of this Agreement,

and take all necessary precautions to ensure that all Confidential Information is treated as confidential by its Staff.

8.2 The provisions of Clause 8.1 shall not apply to any Confidential Information received by one Party from another Party which:

8.2.1 is or becomes public knowledge (otherwise than by breach of this Clause 8);

8.2.2 was in the possession of the receiving Party without restriction as to its disclosure before receiving it from the disclosing Party;

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

8.2.4 is independently developed without access to the Confidential Information; or

8.2.5 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

8.3 It is acknowledged by the Parties that each Party is a 'public authority' for the purpose of the Freedom of Information Act 2000 (the "FOIA"). If a Party receives a request for information made pursuant to the FOIA (the "Obligated Party"):

- 8.3.1 The Obligated Party shall, wherever reasonably practical, consult with the other Party before disclosing information that relates to another Party or both other Parties;
- 8.3.2 The Obligated Party will determine (in its absolute discretion) and be responsible for its response to any request for information made to it under the FOIA and shall not be liable to the other Parties or any other person for any loss suffered as a result of any bona fide disclosure of information under the FOIA;
- 8.3.3 The other Party shall:
 - 8.3.3.1 assist the Obligated Party at no additional charge in meeting any reasonable requests for information which are made to it in connection with the FOIA or any other similar legislation, regulations, guidelines or codes of practice; and
 - 8.3.3.2 not respond to or enter into correspondence with any person requesting information from the Obligated Party under the FOIA.
- 8.4 It is further acknowledged that the GLA is subject to a commitment to publishing its agreements, contracts, tender documents and data from invoices and claims received in accordance with the Local Government Transparency Code 2015 and accordingly, notwithstanding clause 8.1 the Sponsor hereby gives its consent for the GLA to publish to the general public this Agreement in its entirety (including from time to time agreed changes to the Agreement), data extracted from the claims made under this Agreement including the Sponsor's name and relevant expenditure account codes, expenditure account code descriptions, document numbers and clearing dates.
- 8.5 The Parties shall comply with the provisions of the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 so far as applicable to the provisions of this Agreement. This provision shall apply for the duration of the Agreement and indefinitely after the expiry of the Term.

- 8.6 Each Party shall obtain the prior written consent of the other to all public statements including (without limitation) press releases in relation to this Agreement and the Project which mention the other Party.
- 8.7 The GLA shall only use the Sponsor's logo where it has sought and obtained the Sponsor's prior written consent to do so and complies with any of the Sponsor's logo guidelines in effect at that time provided always the compliance with such guidelines does not result in the GLA incurring costs.
- 8.8 Each Party shall indemnify and keep indemnified the other Party against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the party in breach of this Clause 8.
- 8.9 In the event that a Party fails to comply with this Clause 8, the other Party may terminate the Agreement by notice in writing with immediate effect.

9 RECORDS AND AUDIT

- 9.1 Each Party shall keep and maintain for twelve years after termination or expiry of this Agreement full and accurate records and documentary evidence for the Project and in respect of the obligations under the Agreement (whether the Agreement expires or is terminated early), including the contributions of each Party towards the delivery of the Project (funding, staff resources, etc.) and all payments made by the Sponsor and the GLA during the Term (the "**Funding or Project Records**").
- 9.2 The GLA shall use its reasonable endeavours to procure that the Ultimate Recipient shall comply with the any monitoring and reporting requirements required by the GLA including co-operating fully and promptly with any audit undertaken by the GLA in connection with the Project.
- 9.3 Either Party shall upon request provide the other Party such reasonable access to those Funding or Project Records as may be required by the Party in relation to the Agreement during or after the expiry or earlier termination of the Agreement, subject to giving adequate and reasonable prior notice appropriate to the

circumstances. Such access may include permission to copy the Funding or Project Records.

- 9.4 Each Party will co-operate with the other to provide all reasonable assistance in the carrying out of any audit investigation in respect of the Project or otherwise in respect of this Agreement. For the avoidance of doubt, any information obtained in the course of the audit concerning and disclosed by one Party to the other shall be kept in the strictest confidence and shall not be used for any purpose other than the proper conduct of the audit.

10 EXPIRY OR TERMINATION

- 10.1 This Agreement shall automatically terminate upon expiry of the Term.

- 10.2 A Party (the "**Non-Defaulting Party**") may terminate the Agreement (in whole or in part) with immediate effect by written notice to the other Party if:

10.2.1 that Party is in material breach of any condition of this Agreement, and in the case of a breach capable of remedy following mediation, fails to remedy such breach to the satisfaction of the Non-Defaulting Party within 10 working days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it; or

10.2.2 a Force Majeure event subsists for a period exceeding 60 days.

- 10.3 The expiry or earlier termination of this Agreement or however arising shall be without prejudice to any rights or obligations of any Party which have accrued prior to termination or expiry, and nothing in this Agreement shall prejudice the right of a Party to recover any amount outstanding as at the date of termination or expiry.

- 10.4 The terms of this Agreement which by their nature are expressly or impliedly intended to survive expiry or termination of this Agreement shall continue to be enforceable notwithstanding expiry or termination.

11 LIABILITY AND INDEMNITY

- 11.1 Each Party's liability shall not be limited in respect of the following:

- 11.1.1 fraudulent misrepresentation;
 - 11.1.1 death or personal injury caused by its negligence;
 - 11.1.2 infringement of third party Intellectual Property Rights; or
 - 11.1.3 any other liability to the extent such liability may not be excluded or limited as a matter of law.
- 11.2 The GLA shall indemnify and keep indemnified the Sponsor from and against all claims, proceedings, actions, damages, liability, costs, losses and expenses of whatever nature, relating to any negligent (whether wilful or not) acts of the GLA which cause the Sponsor an actual loss, and which arise directly out of the GLA's performance of this Agreement unless the GLA can demonstrate that such losses arise from fraudulent, reckless, negligent, or grossly incompetent act or omission by the Sponsor.
- 11.3 The Sponsor shall be liable for and shall indemnify the GLA in respect of all direct losses, which arise from a breach by the Sponsor of the terms of this Agreement unless the Sponsor can demonstrate that such direct losses arise from any fraudulent, reckless or negligent act by the GLA.

12 INSURANCE

- 12.1 The GLA shall effect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the GLA's obligations and liabilities under this Agreement including but not limited to all statutory required insurance, public liability insurance, employer's liability insurance and professional indemnity insurance (if applicable), the insurance to be retained for the term of this Agreement and an additional period of 12 years.
- 12.2 Upon request the GLA shall provide to the Sponsor a copy of the policies effecting the insurances referred to in Clause 11.1, together with documentary evidence of all premiums having been paid.

- 12.3 The Parties shall not do or permit to be done anything which would make the insurance cover taken out under this Clause void or voidable. The terms of any insurance policy or the amount of insurance cover shall not limit a Party's liability under this Clause in any way.
- 12.4 The GLA shall ensure that their respective sub-contractors (if any) maintain insurance policies for the same risks as those required to be provided by the GLA under this Clause.

13 GENERAL

13.1 Counterparts:

13.1.1 This Agreement may be executed in one or more counterparts and any Party may enter into the Agreement by executing a counterpart. Any single counterpart or a set of counterparts executed in either case by the Parties shall constitute one and the same agreement and a full copy of the Agreement for all purposes.

13.2 Dispute Resolution:

13.2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 20 working days of a Party notifying the other Party of the dispute.

13.2.2 Any Party may at any time formally refer such dispute to:

- (i) Senior Manager – Delivery Unit Skills and Employment in the case of the GLA; and
- (ii) The Head of Socio Economic Regeneration, Haringey Council, 639 Enterprise Centre, 639 High Road N17 8AA in the case of the Sponsor

or as otherwise specified by the relevant Party by notice in writing to the other Party.

13.2.3 If any dispute arises out of this Agreement which cannot be amiably settled between the Parties then the Parties will attempt to settle such dispute by mediation in accordance with the Model Mediation Procedure published by the Centre for Effective Dispute Resolution from time to time. Neither Party will commence any court proceedings/litigation in relation to any dispute arising out of this Agreement until they have attempted to settle it by mediation and that mediation has terminated.

13.2.4 The Parties must continue to perform their respective obligations even if any dispute resolution procedure has been invoked under this Clause.

13.2.5 If negotiations of the type described in this Clause fail, then the Parties may submit to the jurisdiction of the English courts.

13.3 Entire Agreement:

13.3.1 The Agreement contains all the terms agreed in relation to the subject matter of this Agreement and supersedes all prior negotiations, representations, understandings and agreements, whether written or oral, except that this Clause shall not exclude liability in respect of any fraudulent misrepresentation.

13.4 Force Majeure:

13.4.1 A Party (the "**Affected Party**") shall not be liable to any other Party for any delay in or failure to perform its obligations under the Agreement (other than a payment of money) if such delay or failure results from a Force Majeure event. Notwithstanding the foregoing, on the affected party becoming aware of the Force Majeure event, the Affected Party shall:

13.4.1.1 promptly inform the other Parties of the Force Majeure event, giving details of the Force Majeure event with a reasonable estimate of the period during which the Force Majeure event will continue; and

13.4.1.2 use all reasonable endeavours to continue to perform its obligations under the Agreement for the duration of such Force Majeure event.

13.5 Law and Jurisdiction:

13.5.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the Laws of England. The Parties irrevocably agree that the Courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

13.6 No Agency or Partnership:

13.6.1 The GLA shall not be or be deemed to be an agent of the Sponsor and the GLA shall not hold itself out as having authority or power to bind the Sponsor in any way, other than expressly conferred by this Agreement.

13.6.2 Nothing in the Agreement is intended to or shall be deemed to constitute or imply any partnership, joint venture, agency, fiduciary relationship, a contract of employment, a relationship of principal and agent or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

13.7 Notices:

13.7.1 Any notice, demand or communication to be given or served under this Agreement shall be in writing and may be delivered personally by hand, or by ordinary pre-paid recorded postal delivery, or by e-mail provided that within 24 hours the notice, demand or communication is also sent by one of the other methods listed in this Clause 13.7.1, to and using the Contact Details specified in Clause 13.8 of this Agreement or such other Contact Details as may from time to time have been notified by one Party to the other under this Agreement.

13.7.2 A notice shall be deemed delivered as follows:

13.7.2.1 if delivered personally by hand, at the time delivery is made;

13.7.2.2 if sent by pre-paid recorded postal delivery, on the second business day after posting; or

13.7.2.3 if sent by email, when the intended recipient acknowledges safe receipt of that email.

13.8 Party Representatives:

13.8.1 The Party representatives and contact details (the "**Contact Details**") are:

For the GLA:

Douglas Russell, Senior Project Officer

Postal Address:

City Hall

The Queens Walk

London SE1 2AA

Office Address:

London Fire Brigade Headquarters

169 Union Street

London SE1 0LL

Tel: 020 7084 2608

Email: Douglas.Russell@london.gov.uk

For the Sponsor:

Head of Socio-Economic Regeneration

639 Enterprise Centre

639 High Road

London N17 8AA

Tel: 020 8489 5449

Email:

Helen.McDonough@haringey.gov.uk

13.8.2 The Named Officer's details are:

Shomsia Ali
Senior Employment and Skills Consultant
River Park House- L6
225 High Road
London N22 8HQ
Tel: 020 8489 1901
Email: Shomsia.Ali@haringey.gov.uk

13.8.3 Any Party may change their Contact Details by giving the other Party notice of the change in accordance with Clause 13.7 of this Agreement.

13.9 Prevention of Corruption:

13.9.1 Without prejudice to the Parties' accrued rights and liabilities under this Agreement, a Party (the "Innocent Party") may terminate this Agreement:

13.9.1.1 in the event that the other Party has offered, given, or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or not doing, or having done or refrained from doing, any action in relation to the obligations under this Agreement, or

13.9.1.2 if in relation to the Agreement the other Party or any other person employed by them or acting on their behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 and the Bribery Act 2010.

13.9.2 On the occurrence of any such event, the Innocent Party shall be entitled at its option to rescind the Agreement or to terminate the Agreement with immediate effect and to recover from the other Party the amount of any loss resulting from such rescission or termination.

13.10 Severability:

13.10.1 If any provision of this Agreement (or part of any provision) is found by any Court or other body of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

13.10.2 If any provision of this Agreement (or part of any provision) is found by any Court or other body of competent jurisdiction to be invalid, illegal or unenforceable, then both Parties shall enter into good faith negotiations to amend the provision concerned in such a way that as amended, it is valid and enforceable and to the maximum extent possible, carries out both Parties' original intent.

13.11 Sub-contracting, Assignment and Novation:

12.11.1 Unless otherwise expressly provided in this Agreement each Party's rights pursuant to this Agreement are exclusive to each respective Party and are not assignable or transferable.

13.12 Third Party Rights:

13.12.1 No person, who is not a Party to this Agreement (including without limitation any sub-contractor of the GLA) shall have any right to enforce any term of the Agreement, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both Parties, which agreement should specifically refer to this Clause.

13.12.2 This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.

13.13 Variation:

13.13.1 Any proposed amendment or variation of the terms of this Agreement shall be discussed by the Parties at the quarterly monitoring meetings. This Agreement may only be amended or varied by the Parties' mutual agreement evidenced in writing and signed by duly authorised representatives of each Party.

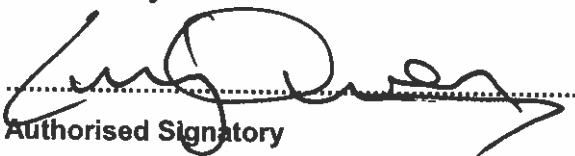
13.14 Waiver:

13.14.1 Failure or delay by any Party at any time in exercising any right or power under this Agreement or to require performance by another Party of any of the terms of the Agreement, and no course of dealing between the Parties shall operate as a waiver of or as creating an estoppel in connection with any term of this Agreement, nor shall any single or partial exercise of any right, power or remedy prevent any other or further or other exercise of it or the exercise of any other right, power or remedy by either Party. The rights remedies available to either Party under this Agreement are cumulative and are in addition to and not in substitution for any other rights or remedies which the Parties would otherwise have, however arising.

IN WITNESS whereof the parties have executed this Agreement as a Deed the day and year first before written:


EXECUTED AS A DEED by)
THE GREATER LONDON AUTHORITY)
by affixing its Common Seal)
hereunto by Order:)




.....
Authorised Signatory

EXECUTED AS A DEED by)
THE MAYOR AND BURGESSES)
OF THE LONDON BOROUGH OF)
HARINGEY by affixing its Common Seal)
hereunto by Order:)




.....
Authorised Officer

Principal Lawyers, Social Care Team

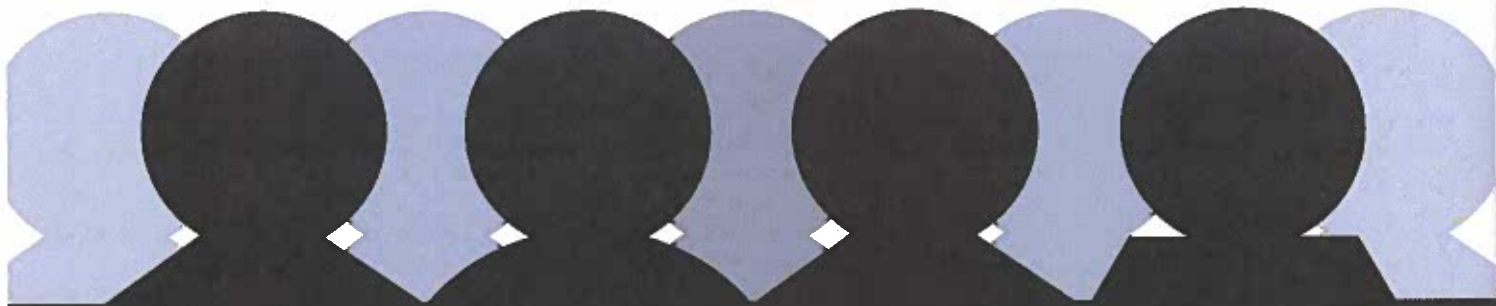
SCHEDULES

1. Specification
2. Logo
3. Allocated Key Tasks and Responsibilities

SCHEDULE 1

Specification

MAYOR OF LONDON



GLA ESF 2014-2020 CO-FINANCING PROGRAMME

SPECIFICATION

HARINGEY HIGHER LEVEL SKILLS



European Union

European
Social Fund

ESF 2014-20 Specification P1.1/P2.1/HHLS

Project Code: P1.1/P2.1/HHLS

Sponsoring Team: Haringey Council

Publication Date: March 2018

ESF 2014-20 Specification P1.1/P2.1/HHLS

Specification for the “Haringey Higher Level Skills Project”

Specification Code: P1.1/P2.1/HHLS

This Specification should be read in conjunction with the GLA ESF Co-Financing Programme 2014-20 Prospectus.

1. Background

1.1 London Economic Action Partnership

ESF in London is managed by the Greater London Authority, which acts as the Intermediate Body for ESF under the strategic direction of the Mayor and the London Economic Action Partnership (LEAP – formerly London Enterprise Panel [LEP] and referred as such within this specification).

The London Enterprise Panel (LEP) produced a detailed European Structural and Investment Fund (ESIF) Strategy in 2014 detailing how ESF supported the capital’s Jobs and Growth aims. The LEP has been allocated approx. £529m for the delivery of the ESIF Strategy for London 2014-20 <https://lep.london/publication/european-funding-strategy-2014-20>.

The ESIF Strategy for London builds on the LEP’s Jobs and Growth Plan. Alongside London’s successes there are many challenges; juxtaposed with highly successful agile and profitable labour markets are significant pockets of deprivation, worklessness and economic under performance. The residents of many London boroughs do not possess the skills or opportunities to share in the successes of local markets. London’s allocation of funding allows the LEP to develop a responsive and relevant portfolio of activities to tackle the ESIF strategy challenges.

The LEP has designed a comprehensive package of ESF provision for adults. The programmes reflect the ESIF Strategy’s themes of freedoms, flexibilities and funding incentives; and respond to the objective of supporting interventions to move adults into sustainable employment.

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In developing these programmes, the LEP has applied lessons learnt from the 2007-2013 London ESF programme. As part of the development process for each programme, the LEP brought together stakeholders, including the ESF co-financing organisations (CFOs), local commissioners, boroughs, VCS organisations, providers, researchers and others to identify best practice and discuss how best to support the needs of the target groups.

A summary of the complete package of adult employment and skills programmes- as well as the portfolio of youth employment and skills programmes that is being procured across the CFOs in London (SFA, DWP and Big Lottery Fund) for the first phase of the 2014-20 ESIF programme can be found here: <https://lep.london/publication/european-social-fund-proposed-opt-organisation-provision>. Applicants should ensure that they are aware of support that complements this specification.

1.2 Greater London Authority Co-Financing Organisation

The GLA ESF Programme has been developed to complement existing provision, including piloting new approaches to delivery in order to test effectiveness and scalability, targeting specific cohorts with a focus on disadvantaged workless groups, and building on the Mayoral 'brand'. The GLA worked closely with London's European Programme Management Unit during the design phase to ensure that its programme dovetails with existing CFO provision.

This specification, *Haringey Higher Level Skills*, was developed in consultation with Haringey Council. Haringey Council is giving the GLA match funding to support shared organisational priorities around the efforts to regenerate Tottenham post the summer 2011 disturbances.

2.1 Project Aims

This project aims to deliver at least one unit of a qualification at NVQ level 3 to assist:

- i. Unemployed Haringey residents to access employment
- ii. Haringey residents in low paid/skilled employment to advance in their employment

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The training delivered will put Haringey residents on the pathway to gaining full qualifications and in doing so, place them in a better position to secure the higher-level jobs that are a significant and increasing feature of the London labour market. The project has a specific focus on Haringey residents living in the most deprived parts of the borough.

The skills training delivered should have a strong sectoral focus, based on the job rich and growth sectors that have been identified as being strategically important to the borough, and to ensure that the skills residents acquire are relevant to the needs of employers. As such, the applicant will need to demonstrate strong links with employers in the following sectors:

- Construction
- Engineering
- Health
- Childcare

The project complements the series of projects put in place by the GLA and Haringey Council, as part of the Mayor's Regeneration Fund for Tottenham¹, to help local people into employment and to support the borough's regeneration ambitions.

2.2 Project Context

Haringey is one of London's 33 boroughs, located in the north of the capital and more than 11 square miles in area. The borough has levels of deprivation that are characteristic of many Inner London boroughs, illustrated by the fact that 19% of its lower layer super output areas (LSOAs) are amongst the 10% most deprived in England compared to 6% of LSOAs across London as a whole².

This extends to labour market deprivation where Haringey has levels of employment that are generally lower than those in London and England and also disproportionate numbers of people claiming out of work benefits.

¹ More information about the Mayor's Regeneration Fund can be found at - <https://www.london.gov.uk/WHAT-WE-DO/regeneration/what-weve-funded-so-far/mayors-regeneration-fund#acc-i-43952>

² Indices of Deprivation 2015: <http://data.london.gov.uk/dataset/indices-of-deprivation-2015>

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The percentage of Haringey residents aged 16-64 with an NVQ level 3 or above qualification, at 65.6%, is currently (January-December 2016) lower than the London average of 66.3% (but higher than the national average of 56.9%). However, only considering the Haringey figure does mask some sub-borough variations; in Hornsey and Wood Green the comparable figure is 73.6% while in Tottenham (the main geographical focus of this project) it is 56.3%³.

At the same time, the LEP's Jobs & Growth Plan⁴ for London projects that between 2011 and 2036 there will be an 800,000 increase in the number of jobs in the capital requiring degree level or higher qualifications. In addition, the UK Commission for Employment and Skills projects that there will be two million additional jobs in the following higher-level occupations by 2022:

- Managers and senior officials
- Professional occupations
- Associate professional & technical occupations⁵

Recent research commissioned by Haringey Council also suggests that some employed Haringey residents are disproportionately under-employed with 61.8% having a NVQ level 4 or above qualification but 53.3% being employed in a job matching that qualification level (Inner London – 65.1% / 62.7%; Outer London – 49.5% / 48.3%). This, in part, suggests that not enough Haringey residents are gaining the right higher-level skills that are relevant to the demands of the London labour market.

The project will be complementary to mainstream and other ESF provision by specifically targeting residents not already accessing this provision who are from deprived communities and parts of the borough. In doing so, the project will help to address the short fall of residents without at least a NVQ level 3 qualification. This is an issue that has not been addressed by current and previous provision, and will give residents a better chance of realising their potential. Haringey Council is anticipating that 5,000 new jobs will be created in Tottenham alone by 2025⁶, including from within the target sectors identified in this specification. As well as the issue of under-employment referenced earlier, Haringey is

³ Source: www.nomisweb.co.uk

⁴ The Jobs & Growth Plan can be found at: <https://lep.london/publication/jobs-and-growth-plan-london>

⁵ Source: Working Futures 2012-2022 – <https://www.gov.uk/government/publications/working-futures-2012-to-2022>

⁶ Source: Tottenham Strategic Regeneration Framework - <http://www.haringey.gov.uk/sites/haringeygovuk/files/tottenham-srf-final.pdf>

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currently (November 2016) home to 17,470 people claiming out of work benefits⁷. Given this spare capacity in the local labour force and predicted scale of employment opportunities, this project will be able to complement and add capacity to current and future mainstream and ESF provision. Without this investment, too many of the borough's residents will remain at a comparative disadvantage in the labour market.

By putting people on the pathway to gaining a full qualification at least at NVQ level 3, the project will also support Haringey Council's aim to ensure that at least 65% of Haringey residents will be qualified to at least level 3 by 2030, as articulated in its Economic Development and Growth Strategy⁸. In addition, the project will support the recommendations made by the Haringey STEM (Science Technology, Engineering and Maths) Commission focused on raising attainment and increasing access to STEM⁹ opportunities.

2.3 Project Objectives

The Haringey Higher Level Skills project aims to:

- Engage unemployed, economically inactive and employed Haringey residents aged 18 and over who do not have a NVQ level 3 qualification
- Support a minimum of 280 unemployed or economically inactive Haringey residents to gain at least one unit of a qualification at NVQ level 3 or above (however, please note that this project will not fund full qualifications)
- Support a minimum of 70 Haringey residents in low-paid employment to gain at least one unit of a qualification at NVQ level 3 or above (however, please note that this project will not fund full qualifications)
- Support a minimum of 105 unemployed or economically inactive residents into sustained employment
- Support a minimum of 25 employed people into higher paid employment

⁷ Out of work benefits include: Job Seeker's Allowance, Employment & Support Allowance, Incapacity Benefit and Income Support; source – www.nomisweb.co.uk

⁸ http://www.haringey.gov.uk/sites/haringeygovuk/files/economic_development_and_growth_strategy_pdf_187kb.pdf

⁹ Haringey STEM Commission report – <http://stemcommission.org.uk/wp-content/uploads/2016/07/Haringey-STEM-Report-AWv2.pdf>

2.4 Target Sectors

The Haringey Higher Level Skills Project aims to equip residents with the skills to secure the higher-level jobs that are a significant and increasing feature of the London labour market. The project will be primarily focused on the following sectors that are strategically important to the borough:

Construction

The Council is committed to regenerating Tottenham and the wider borough, in partnership with the GLA, and has in place a number of ambitious plans aimed at creating more than 5,000 jobs and 10,000 new homes, as well as nearly 1 million square feet of new employment space by 2025¹⁰. Some of the projects that will deliver these targets include the Tottenham Hotspur Football Stadium redevelopment and the Tottenham Hale Housing Zone. The agreements related to these projects have obligations requiring contractors to work with providers identified by the Council for the purpose of helping residents into supply chain employment and training opportunities. As such, the commissioned provider(s) will be expected to work closely with these contractors.

These projects will create a significant number of construction jobs that this project will help Haringey residents to secure. However, this is a sector that reports recruitment issues, particularly around skilled staff¹¹. Therefore, as well as entry level jobs on-site, this will also extend to broader opportunities – including, but not limited to, areas such as project management and Building Information Modelling (BIM) – and this project will play an important role in helping Haringey residents to access them.

Engineering

The rail industry is a major cog of the UK economy accounting for expenditure of around £12 billion per year and providing more than 200,000 jobs¹². Major projects like Crossrail and High Speed 2 will increase the number of jobs further. In Haringey, there are two key projects that are of strategic importance and will act as a significant source of local jobs in this sector: the Hornsey Rail Depot (with Siemens); and the West Anglia Main Line

¹⁰ More information about the borough's regeneration ambitions can be found at - <http://www.haringey.gov.uk/regeneration>

¹¹ As an example, see: CITB (2016) Skills & Training in the Construction Industry – <http://www.citb.co.uk/research/research-reports/skills-training-construction-industry/>

¹² Department for International Trade (2014): A guide to the UK rail sector – <https://www.gov.uk/government/publications/a-guide-to-the-uk-rail-sector>

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improvement project (with VolkerFitzpatrick) that will particularly impact on parts of North and South Tottenham. These projects can help the wider engineering sector to generate an additional £22bn a year to the UK economy from 2022. However, the UK at all levels of education does not currently have either the current capacity or the rate of growth needed to meet the forecast demand for skilled engineers by 2022¹³.

As with the construction industry, there will be a number of opportunities beyond entry level roles – again in areas that include, but are not limited to, project management and BIM – that this project will be able to help Haringey residents to secure and, in doing so, support the wider strategic objectives cited above.

Health

The National Health Service is the fifth largest employer in the world¹⁴ and, as such, is a source of significant jobs. Life expectancy at birth having risen by 8.3 years for males and 6.0 years for females over the period 1980-1982 to 2013-2015¹⁵, and is expected to increase further. This will put increased pressure on the NHS and other areas of the health sector, such as social care, requiring highly skilled staff to help meet this challenge. The challenge will be more significant considering the recruitment and retention issues that are present in the health and social care sector¹⁶.

The borough is mainly served by two hospitals, The Whittington and North Middlesex University Hospitals, as well as a number of social care providers that are a significant source of local employment. This project will be expected to help people to gain the skills to secure jobs, including direct healthcare and/or clerical, in this sector.

¹³ Source: Engineering UK Report 2015 – http://www.engineeringuk.com/Research/Engineering_UK_Report_2015/

¹⁴ Source: Forbes – <http://www.forbes.com/sites/niallmccarthy/2015/06/23/the-worlds-biggest-employers-infographic/#12ca958551d0>

¹⁵ Source: ONS life expectancy statistics – <https://www.ons.gov.uk/peoplepopulationandcommunity/birthsdeathsandmarriages/lifeexpectancies/bulletins/nationallifetablesunitedkingdom/20132015>

¹⁶ For more information on these issues, see: UKCES UK Employer Skills Survey 2015 – <https://www.gov.uk/government/publications/ukces-employer-skills-survey-2015-uk-report>

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Childcare

There are estimated to be around 300,000 self-classified workers in childcare across the UK and childcare is a sector that is often cited as having problems with recruitment, retention and workforce turnover¹⁷. The Nutbrown Review¹⁸ also highlighted the need for at least 70% of childcare staff to be qualified to at least NVQ level 3.

In Haringey, there are 9 children's centres and over 200 additional nursery and childminder options for parents. The Government's priority to increase the availability of affordable childcare to working parents, partly through plans to offer 30 hours of free childcare to working parents of 3-4 years olds, will require an expansion of provision and a need for further recruitment and staff development that this project will aim to support.

2.5 Project Methodology

The project aims to equip Haringey residents with the higher-level skills necessary to attain successful jobs and careers in the London labour market. More specifically the project will be focused on helping residents gain at least one unit of a qualification, rather than a full qualification (gaining a full qualification will not be a funded element of this project). As such, applicants will need to outline: why the particular unit(s) are being chosen; what arrangements (including with partners) they will have in place to make sure that this project is part of a pathway to help participants gain a full qualification beyond their time on their project; and how this will open routes into employment. Moreover, applicants will need to have regard for the Apprenticeship Levy and consider how they will work with employers to open routes to participants gaining a full qualification and employment.

As the project will be focused on higher level skills, applicants will need to outline how the training that will be delivered, and will be relevant to the unit(s) of a qualification achieved. The GLA want to encourage London Living Wage and a bonus payment will be paid for participants entering LLW employment or progressing within the period of the project.

¹⁷ Source: UCL - <https://www.ucl.ac.uk/childcareinbritain/research-outputs/documents/Childcare-In-Britain-WEB.pdf>

¹⁸ The Nutbrown Review can be found at – https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/175463/Nutbrown-Review.pdf

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The training delivered as part of this project can be offered to people in low-paid employment, so can be used for workforce development purposes and as a means of helping these individuals on the pathway to gaining qualifications at least at NVQ level 3 and, as a result, accessing higher paid employment opportunities. Applicants will need to consider how they will engage and work with employers and employees to deliver the relevant targets set out in sections 2.3 and 2.8.

A series of outputs and outcomes will be funded that will assist individuals while creating an economic benefit to Haringey and London. The GLA / Haringey Council will score applications favourably where they demonstrate that the applicant intends to use the most appropriate, bespoke mechanism to support each participant. Applicants are therefore encouraged to design their projects in a way that will allow a flexible approach to suit participant needs.

Haringey Council has a historic commitment to tackling worklessness in the borough and the provider(s) commissioned through this specification will need to have regard for a number of current and future projects, including:

Haringey Employment & Skills Team (HEST)

This is Haringey Council's employment support service based at Wood Green Central Library. As well as identifying and recruiting eligible participants, the provider(s) will be able to accept referrals from HEST, and other appropriate local providers, for clients who could benefit from the training on offer as part of the project¹⁹. In addition, the provider(s) will be expected to work closely with the Council's Economic Development and Regeneration Teams to ensure that the project remains focused on delivering the best possible outcomes for the target groups.

Haringey Employment & Recruitment Partnership (HERP)

HERP is comprised of the major employment and training organisations in the borough and its purpose is to work with employers to offer a co-ordinated and seamless recruitment service. This includes local regeneration schemes where the partnership will work with developers, contractors and sub-contractors to help them fulfil Section 106 local labour obligations. The provider(s) will be expected to join HERP to contribute to this partnership

¹⁹ More information about HEST can be found at – <http://www.haringey.gov.uk/jobs-and-training/help-getting-job/employment-skills-team>

approach.

London ESF Programme

The LEP is overseeing a programme of ESF funded activities across London that, as referenced earlier, this project will intend to complement and add capacity to given the scale of employment opportunities and slack in local labour supply²⁰.

Referrals can be made between projects where distinct outputs and results are delivered. For example, the ESF health and social care and construction projects, delivered by Learndirect and Ixion Holdings respectively in the contract package areas pertaining to Haringey, will be able to refer individuals who have completed NVQ level 1 or level 2 training to access the provision, starting at NVQ level 3, on this project; and the same referral mechanism can apply to individuals who are engaged as part of this project and assessed as having more need for NVQ level 1 or 2 provision.

London Councils Borough ESF Employment Programme

Haringey Council is participating in the London Councils Borough ESF Employment Programme and will be co-commissioning an employment support project targeted at unemployed and economically inactive Haringey residents.

Work & Health Programme

The devolved Work & Health Programme in London has been commissioned and managed by four sub-regional groupings of boroughs (Haringey is in the Central London sub-region with eleven other boroughs). On completion of the procurement process, Ingeus has been selected to deliver the Work & Health Programme, branded Central London Works, across the Central London sub region.

Effective engagement of participants will be seen as a key element of this project. This is to ensure that the maximum number of people from the identified target groups are reached and supported. As a result, the provider(s) should consider options to engage with participants from a range of public and community venues across Haringey, including (but not limited to):

²⁰ More information about ESF projects currently being funded can be found at:
<https://lep.london/sites/default/files/Summary%20of%20ESF%20Provision%2018Q417.pdf>

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- Children's centres
- Community centres
- Customer service centres
- GP surgeries
- Housing offices (including for the purpose of engaging with people affected by Welfare Reform)
- Jobcentres
- Libraries
- Schools

In addition, applicants will need to bring forward and robust and credible strategies to engage with people in low-paid employment, one of the key target groups for this project.

The GLA / Haringey Council consider that in order to successfully deliver the required outcomes this project should incorporate particular components, and applications should set out how they will deliver the following aspects:

Stage	Activity
Identify target sectors	The project should focus on the sectors that have been identified as being strategically important to the borough and London: construction; engineering; health; and childcare. In the PQQ, applicants will be able to evidence that they have the requisite level of experience and expertise to support skills development in these sectors; part of this should include evidence of working and consulting with employers in these sectors and any other relevant stakeholders (e.g. Chambers of Commerce, Sector Skills Councils).
Identify and recruit participants	The process of ensuring that eligible residents from the target geographical areas are identified and recruited onto the project.
Assess participants' needs	An individualised assessment of a participant's needs to determine their aspirations, skills, qualifications, experience and preferences, and of any gaps the project can fill to help the participant enter employment. The assessment will also be recorded and regularly reviewed to monitor progress.

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Deliver and record interventions	Interventions that are delivered, in line with the individual assessment, to help the participant enter employment should be delivered and recorded in line with contractual requirements.
Provide or help participants to access wrap around support as needed	The provision of wrap around support (e.g. support to manage a health condition/disability) to enable the participant to enter employment. This should involve working with key local stakeholders like the local authority and Jobcentre Plus.
Support participant to commence employment	This can include support around job-search, CVs, application forms, mock interviews/assessments and engaging with employers to source appropriate vacancies.
Education / training establishment engagement	The methodologies that will be used to engage with education / training establishments in order to ensure that participants continue on a training and skills development pathway to gain a full qualification.
Support participant to sustain employment training	This will involve in-work support, made available to both the participants and employers to ensure that employment is sustained for at least 26 weeks.

2.6 Project Geography / Area of delivery

The project will be delivered in Haringey with an expectation that at least 70% of participants come from the Tottenham parliamentary constituency, the area of the borough with the highest levels of worklessness and low skills, made up of the following wards:

- Bruce Grove
- Haringay
- Northumberland Park

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- Seven Sisters
- St Ann's
- Tottenham Green
- Tottenham Hale
- West Green
- White Hart Lane

No more than 30% of participants should come from the Hornsey and Wood Green parliamentary constituency, which is comprised of the following wards:

- Alexandra
- Bounds Green
- Crouch End
- Fortis Green
- Highgate
- Hornsey
- Muswell Hill
- Noel Park
- Stroud Green
- Woodside

2.7 Project Scope

Project Target Group and Eligibility:

In addition, on joining the ESF project, participants **must**:

- be aged 18 and over
- reside in the London Borough of Haringey
- not have an existing NVQ level 3 or above qualification
- be either: unemployed, economically inactive or in low-paid employment

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The project **must** have regard to recruiting people from the following disadvantaged groups:

- Participants with disabilities or health conditions
- Participants from ethnic minorities
- Participants aged under 25
- Participants aged 50 and over
- Lone parents

On joining the ESF project, participants **must not** be in:

- full-time education either in a school, a FE institution or a HE institution; or
- work based learning (including apprenticeships, Foundation Learning and NVQ learning); or
- other education or training (including independent colleges, and training centres); or
- participating in any other provision that will deliver the same sustained outcomes as this project.

2.8 Project outputs & outcomes

This project has the following identified parameters:

Minimum outcomes	Available Budget
<p>Minimum of 280 people who are unemployed or economically inactive achieving at least one unit of a qualification at least at NVQ level 3 (unemployed and economically inactive people)</p> <p>Minimum of 70 people who are in low-paid employment achieving at least one unit of a qualification at least at NVQ level 3 or above</p> <p>Minimum of 105 people who are unemployed or economically inactive into sustained employment for 26 out of 32 weeks (unemployed and economically inactive people)</p> <p>Minimum of 25 employed people sustaining higher paid employment</p>	<p>£900,000</p>

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Funding will be made available for one project covering the priority sectors identified. Applicants will need to ensure that their proposed supply chains have the necessary expertise and experience to meet these sectoral priorities.

2.8.1 The Payment Model

An advance payment amounting to a maximum of 5% of total providers will be made and recovered against payments made for the number of people who are unemployed, economically inactive or in low-paid employment who gain at least one unit of a qualification, at least at NVQ level 3).

The GLA will make the following payments:

- Starters
- Units of level 3 qualifications
- Entry to employment
- Progression within employment
- Sustained employment
- Sustained progression

The 'GLA Payment Trigger Calculator should be used to vary the proportional payments in order to compare project income against project cost.

London Living Wage

The project will need to have regard for the Mayor's aim for all Londoners to be paid and treated fairly by their employers, including paying at or above the London Living Wage, to the extent permitted by law, and in line with the [Good Work Standard](#) and the [GLA Group's Responsible Procurement Policy](#). As such, in addition to the payment triggers linked to employment paid at least at the London Living Wage, all lead delivery staff working wholly or partly on the project will need to be paid at least at the London Living Wage, in line with the [Living Wage Friendly Funder](#) requirements. Delivery providers will also be encouraged to become [Living Wage accredited](#).

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2.8.2 Target Groups

The project should aim to recruit clients from the following Target Groups;

Target Group	Target (%) (Unemployed and economically inactive participants)	Target (%) (Participants in low-paid employment)
Outputs		
Participants with disabilities or health conditions	22%	10%
Participants from ethnic minorities	50%	50%
Participants aged under 25	20%	20%
Participants aged 50 and over	15%	15%
Lone parents	16%	10%

2.9 Evaluation

There will be a requirement for the Lead Partner (and their sub-contractors as appropriate) to conduct a Self-evaluation for this project.

Lead Partners (and their sub-contractors as appropriate) will be required to follow the principals set out in the Treasury Green Book:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/220541/green_book_complete.pdf

and The Magenta Book on Appraisal and Evaluation:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/220542/magenta_book_combined.pdf

and the GLA ESF Evaluation Template document, which will be provided to preferred suppliers. Lead Partners will be required to produce a Theory of Change/Logic Chain, and where appropriate this will also be required of all sub-contractors.

2.10 Timescales

Publish	March 27 th 2018
Deadline for applications	May 4 th 2018
Interviews	Week commencing 18 th June 2018
Applicants notified	Week commencing 9 th July 2018
Pre-Grant Meeting	August 2018
Start-up phase ends	September 2018
Delivery Starts	October 2018
Delivery Ends	June 2021
Self-Evaluation Report submitted	July 2021

SCHEDULE 2

The Logo

Haringey

LONDON

SCHEDULE 3

Allocated Key Tasks and Responsibilities

Task	GLA	Sponsor
Develop a Specification for the Project	✓	✓
Develop procurement documents for the Project including the formulation of scoring criteria and weightings for selection of the Ultimate Recipient	✓	
Review applications for the Project and select the Ultimate Recipient	✓	✓
Develop and enter into a Project Delivery Agreement with the Ultimate Recipient	✓	
Monitor the Ultimate Recipient's progress on the Project	✓	
Actively manage the performance of the Ultimate Recipient including supporting the Ultimate recipient through the delivery of the Project	✓	
Identify and proactively manage any under delivery of the Project by the Ultimate Recipient	✓	
Attend meetings of the Project Steering Group	✓	✓
Make payments to the Ultimate Recipient as appropriate	✓	
Maintain Project payment, progress and audit information	✓	
Develop and agree a format for quarterly written reports on the Ultimate Recipient's delivery of the Project and progress of the Project	✓	✓

<p>Provide Sponsor with quarterly written progress reports including Monthly Progress Reports, Dashboard and at least one case study in each report..</p>	<p>✓</p>	
<p>Review Project on completion and Report to the Sponsor on the Project outcomes.</p>	<p>✓</p>	

North London Partnership Consortium Limited (NLPC Ltd)

HARINGEY HIGHER LEVEL SKILLS

	Mar-19					Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	2018-20 TOTAL
Advance Payment	1												1
P1 Outputs and Results													
Starters (unemployed or economically inactive)						35			46			47	128
Achieving One Unit or more at NVQ L3 or higher (unem						5			14			29	48
Entry into Employment									3			10	13
Sustained Employment 26 (out of													0
Bonus Entry to Employment @												1	1
P2 Outputs and Results													
Starters (in low paid						11			6			7	24
Achieving One Unit or more at NVQ L3 or higher (in low paid						3			6			6	15
Progression in the Workplace to a minimum LLW paid employment												1	1
Sustained Progression into higher													0

	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	2020-21 TOTAL
Advance Payment													0
P1 Outputs and Results													
Starters (unemployed or economically inactive)			1	0	0	123			68				192

Achieving One Unit or more at NVQ L3 or higher (unem				0	0	76			69			59	204
Entry into Employment			4			7			6			41	58
Sustained Employment 26 (out of				0	0	2			3			2	7
Bonus Entry to Employment @			1	0		0						34	35
P2 Outputs and Results													
Starters (in low paid				0	0	13			8			6	27
Achieving One Unit or more at NVQ L3 or higher (in low paid				0		10			6			4	20
Progression in the Workplace to a minimum LLW paid employment			1	0		0	0	0				2	3
Sustained Progression into higher			1					0		0		1	2

	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	2021-22 TOTAL
Advance Payment													0
P1 Outputs and Results													
Starters (unemployed or						48							48
Achieving One Unit or more at			28			30	12						70
Entry into Employment			32	3	2	11	10	10		2	10	12	92
Sustained Employment 26 (out of			7	1	2	3	3	4	3	1	4	7	35
Bonus Entry to Employment @			9	3	2	10	10	10		2	10	12	68
P2 Outputs and Results													
Starters (in low paid			4	3		5	5	6		5	7	8	43
Achieving One Unit or more at			5	2		2	3	3			3	3	21
Progression in the Workplace to a			1	0			3	4			2	4	14
Sustained Progression into higher												1	1

	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	2022-23 TOTAL	TOTAL ALL YEARS
Advance Payment													0	1
P1 Outputs and Results														
Starters (unemployed or													0	368
Achieving One Unit or more at													0	322
Entry into Employment	8	8	5										21	184
Sustained Employment 26 (out of	6	7	6	5	7	7	7	7	7	7	7	6	79	121
Bonus Entry to Employment @	25	25	24										74	178
													0	
P2 Outputs and Results														
Starters (in low paid	12	9	9	12	7	7							56	150
Achieving One Unit or more at	3	3	6	6	4	3							25	81
Progression in the Workplace to a	6	4	3	6	4	3							26	44
Sustained Progression into higher paid employment for 26 (out of	1	1	1	2	2	3	3	3	3	3	3	1	26	29

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MINUTES OF MEETING Cabinet Member Signing HELD ON Wednesday, 15th September, 2021, 10:00

PRESENT:

Councillor John Bevan, Cabinet Member for Planning, Licensing & Housing Services

32. APOLOGIES FOR ABSENCE

None

33. DECLARATIONS OF INTEREST

None.

34. CONTRACT EXTENSION FOR HOTEL PROVISION FOR PEOPLE AFFECTED BY ROUGH SLEEPING AS ALLOWED UNDER CONTRACT STANDING ORDER 16.02 AT LONDON WALTHAMSTOW LTD (IBIS STYLES HOTEL)

The Cabinet Member received a report which sought approval to extend the service for accommodation and services from London Walthamstow Ltd T/A Ibis Styles Hotel, 543 Lea Bridge Road, E10 7EB - 63 units of accommodation and subsistence for up to six months, from 1st October 2021 to 31 March 2022.

RESOLVED

That the Cabinet Member for Planning, Licensing and Housing Services approved the extension of the contract for emergency accommodation for vulnerable rough sleepers, to London Walthamstow Ltd T/A Ibis Styles Hotel, for a period of 6 months from October to March 2022, as allowed under Contract Standing Order 16.02 at a cost of £573, 627.60. The total value over the life of the contract will therefore be £1,505,848

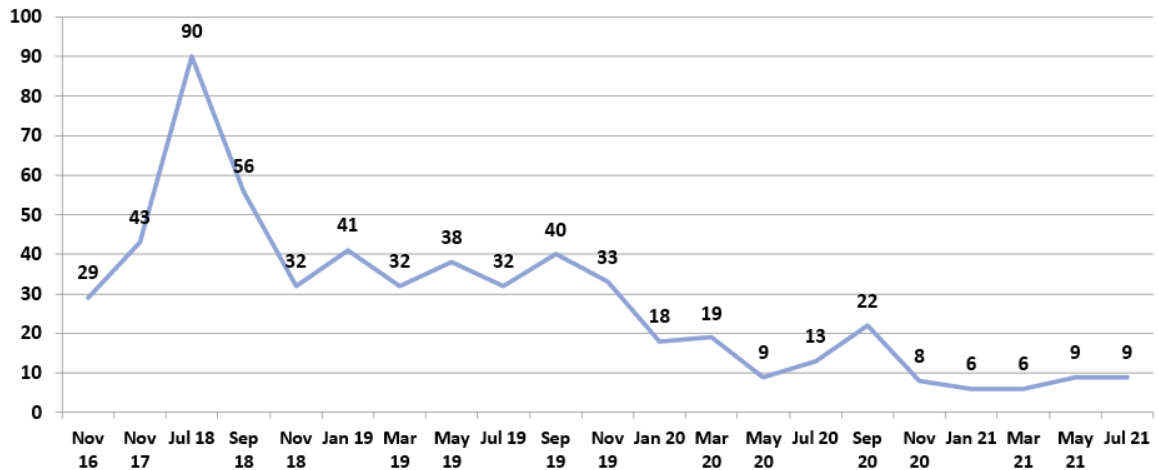
It was agreed that the proposed funding would be via a mixed contribution from the existing revenue and grant funding within the Housing Related Support service and top up funding.

Reasons for decision

The 'Everyone In' directive, which allowed the Council to use its discretion to provide accommodation to people to whom it did not owe a duty under the Housing Act 1996, has resulted in a 75% sustained reduction in rough sleeping in the borough since November 2020. On any given night, around 9 people rough sleep on the streets of Haringey, the lowest recorded figure and a major

achievement for the borough. Prior to COVID-19 and the ‘Everyone In’ directive, between 60-75% of those rough sleeping in Haringey had no recourse to public funds.

Figure 1 – bi-monthly street count figures 2016-2021:



Over the course of the pandemic, over 1100 placements have been made for vulnerable homeless people. The Housing-Related Support service has now exhausted all committed and available funds to continue the hotel placements after September 2021. A total of 63 bed spaces are currently available at the IBIS, and a further 24 at the Green Rooms, which are due to close at the end of September. As a result of which, there is a significant risk that up to 59 people will return to the streets if both these provisions were to close, 55 of whom face immigration restrictions, as will be set out below.

Alternative options considered

Conduct a full RFQ process

The need for ongoing temporary accommodation and subsistence for this cohort is urgent. Without an extension of contract, there will be no accommodation options for this cohort, who remain at risk of severe illness were they to contract Covid-19 while street homeless. It was deemed unfeasible to conduct a lengthy procurement process when the contract will expire in four weeks' time. It is also understood that enquiries have been made by neighbouring boroughs in relation to this hotel and winter accommodation planning. The hotel is unique in its location and offer, and therefore a procurement process wouldn't be a valuable use of time.

Do nothing

The Council could elect not to use its discretionary powers to source accommodation for vulnerable homeless people with no recourse to public funds during the winter. However, to do so would be to ignore its commitments

to adult safeguarding, public health and rough sleeping as well as wider responsibilities to public safety.

CHAIR:

Signed by Chair

Date

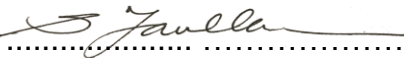
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DIRECTOR OF CUSTOMERS TRANSFORMATION AND RESOURCES – SUSIE FAULKNER

Significant decisions - Delegated Action - For Reporting to Cabinet on

◆ denotes background papers are Exempt.

No	Date approved by Director	Title	Decision
	12 August 2021	Halo Service Solutions Ltd Contract award for Service Desk Provision	Call off from a G Cloud framework agreement to supply service desk system for four years contract period (2 years with option to extend for further two years). Total cost £225,800 plus VAT
	16 August 2021	Lumesse Ltd	Vary Applicant Tracking System contract. £31,050 for support and £24,930 for support total £64,730
	31 August 2021	Penna Plc ◆	Contract award maximum value £140k ◆

Director/Assistant Director Signature  Date....14 September 2021.....

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of the Local Government Act 1972.

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