

North East Derbyshire District Council

Cabinet

18 March 2015

North Derbyshire Ambition Housing Project

Report No EAH/04/15/AWC of Councillor Mrs E A Hill, Portfolio Holder with Responsibility for Housing Strategy and Social Inclusion (supported by Councillor M Gordon)

This report is public

Purpose of the Report

- To provide an update of the project further to the report **EAH/02/15/AWC** of 18 February 2015.
- To seek approval of the contractual documentation for delivery of the project and to proceed with recruitment to the two proposed new officer posts
- To provide more specific details on the roles and responsibilities of the new officers.

1 Report Details

- 1.1 NEDDC has been agreed as subcontractor to Derby City Council to deliver the Ambition Housing Project. Derby City Council has been identified as the accountable body for the overall DCLG grant. A Deed of Grant has been drawn up to cover all necessary issues included payment of the grant, delivery of the service and defining all relevant liabilities. This has been reviewed by our Legal Department. A copy of the Deed of Grant is attached at **Appendix 1**.
- 1.2 NEDDC will be delivering this project across and on behalf of 4 council areas including NEDDC, Chesterfield Borough, Bolsover District and Derbyshire Dales District. A partnership agreement establishing NEDDC as lead authority for the funding and delivery of the service has been drawn up. This agreement clearly defines NEDDC's role as lead authority and defines our role and responsibilities in relation to line management of any staff. It also specifically sets out each council's share of the liability in the event that there be a funding claw back from the accountable body being Derby City Council. This agreement is the same as the one used for the SCR Ambition Scheme and has also been reviewed by our legal department. A copy of the partnership agreement is attached as **Appendix 2**.
- 1.3 A steering group consisting of at least one key officer from each of the 4 council areas has been established and terms of reference for the group are currently being developed. This group will receive quarterly monitoring and performance reports from NEDDC and provide direction to the future progress of the project.

1.4 Pending approval of the above documentation we will endeavour to have both formally signed off and agreed with the necessary parties as soon as possible. This will enable us to proceed with the recruitment to the two proposed new officer posts as set out below.

1.5 **Housing Ambition Co-ordinator.** This will be a co-ordinating role that will enable the delivery of the following:

- Development of a single point of access for young people; including mapping existing cross sector services and subsequently co-ordinating a joined up approach and the development of a holistic service across the project area.
- Co-ordinating activity amongst a range of services including CAYA, Adult Social Services, Health services, CCGs, DWP, Council departments, CABx, Law Centres and other third sector agencies.
- Development of a pathways approach into housing and support. This will provide a clear and structured route into a range of housing for young people.
- Explore the demand and supply of appropriate housing solutions for young people.
- Explore the delivery of mediation services and training for existing front line services
- Develop a young person's housing needs forum
- Work collaboratively with the SCR Ambition team.
- To line manage the Housing Ambition Support Officer.

1.6 **Housing Ambition Support Officer.** This will be an operational front line role offering:

- Provide specialist housing options support and advice to the existing members of the SCR Ambition team and other partner agencies.
- Provide one to one housing support for young people already accessing the Ambition project
- Support the Housing Ambition Co-ordinator in the delivery of the above tasks
- Signpost agencies and clients to specialist mediation services where appropriate
- Assist in the development of a schools programme focussing on homelessness and young people

1.7 The above roles are essential to the delivery of the Housing Ambition project. The job descriptions of the posts and delivery structure have been agreed with partners on the steering group and accountable body Derby City Council.

2 Conclusions and Reasons for Recommendation

2.1 The documentation referred to above will enable the effective delivery of the Housing Ambition project whilst also providing a robust structure for performance management, direction of activity and sharing of risks and mitigation of liabilities.

3 Consultation and Equality Impact

- 3.1 The bid to DCLG under the Single Homelessness bidding round included consultation with all the Local Authorities across the county including Derby City Council, Public Health, SCR ambition project and Talent Match, Banardos Leaving Care Project and Derbyshire County Council's Children and Younger Adults Service and Adult Social Care.

4 Alternative Options and Reasons for Rejection

- 4.1 The only alternative option would be for a different council to act as lead authority however as the SCR Ambition project is hosted at NEDDC partners felt that this housing element was best situated at NEDDC. There were no other partners interested in hosting this project.

5 Implications

5.1 Finance and Risk Implications

- 5.1.1 The Deed of Grant agreement and partnership agreement are specifically designed to mitigate any risks. The annual financial costs of the employment of the two new posts is £73,880 consisting of salaries (pending job evaluation) plus on costs. This also includes a sum of approximately £9,000 being a contribution towards the management costs of hosting the project.
- 5.1.2 All costs referred to in 5.1.1 are to be met by the grant paid to NEDDC by Derby City Council.

5.2 Legal Implications including Data Protection

- 5.2.1 As above

5.3 Human Resources Implications

- 5.3.1 The Council's Private Rented Sector and Housing Options Manager (PRSHOM) will be the lead officer for the project.
- 5.3.2 The new posts will be recruited to fixed term 12 month contracts to mitigate the council's liability for redundancy and employment costs/

6 Recommendations

That Cabinet:-

- 6.1 Approves the contractual documentation attached to enable the same to be signed off with partners and for NEDDC to request the appropriate funding from Derby City Council.
- 6.2 Requests that the Chief Executive following consultation with the Portfolio Members for Housing Strategy and Social Inclusion exercise his delegated authority to

implement the agreed staffing structure to deliver the North Derbyshire Ambition Housing Project and recruit to the new posts detailed in this report.

7 Decision Information

Is the decision a Key Decision? (A Key Decision is one which results in income or expenditure to the Council of £50,000 or more or which has a significant impact on two or more District wards)	No
District Wards Affected	All
Links to Corporate Plan priorities or Policy Framework	Increase housing choice Create jobs, Build Skills, Attract Investment Improve people's Health

8 Document Information

Appendix No	Title
1	Deed of Grant
2	Partnership Agreement
Background Papers (These are unpublished works which have been relied on to a material extent when preparing the report. They must be listed in the section below. If the report is going to Cabinet (NEDDC) or Executive (BDC) you must provide copies of the background papers)	
Report Author	Contact Number
Carl Griffiths, PRS & Housing Options Officer	01246 217625

Appendix 1

Appendix 1 is a separate PDF document, please click on the link below:-

Deed of Grant

Appendix 2

DATED _____ 2015

- (1) NORTH EAST DERBYSHIRE DISTRICT COUNCIL
- (2) BOLSOVER DISTRICT COUNCIL
- (3) CHESTERFIELD BOROUGH COUNCIL
- And
- (4) DERBYSHIRE DALES DISTRICT COUNCIL

Agreement relating to arrangements in respect of
the DCLG Funded Housing Ambition Project

THIS AGREEMENT is made the day of 2014

BETWEEN:-

- (1) **NORTH EAST DERBYSHIRE DISTRICT COUNCIL** (“NEDDC”); and
- (2) **BOLSOVER DISTRICT COUNCIL** and
- (3) **CHESTERFIELD BOROUGH COUNCIL** ; and
- (4) **DERBYSHIRE DALES DISTRICT COUNCIL**

WHEREAS:-

- (1) The LA Partners are all members of the Derbyshire Homeless Officers Group (DHOG);
- (2) The Department for Communities and Local Government have given “Help for Single Homeless” funding to Derby City Council for the delivery of the Housing Ambition Project;
- (3) Derby City Council and NEDDC have entered into agreement to transfer part of the funding to NEDDC as accountable body on behalf of the LA Partners
- (4) The LA Partners have agreed that NEDDC will administer and manage the Housing Ambition Programme on behalf of the LA Partners

NOW IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 “Accountable Body” means NEDDC who will manage the funding provided for the purpose of meeting the Housing Ambition Programme Delivery Targets;

“Housing Ambition Programme” means a scheme to support young people with a housing need into accommodation by breaking down barriers to accommodation through specialist advice and support including mediation.

“Housing Ambition Programme Delivery Targets” means those targets set out in the Funding Agreement

“Funds” means £ being part of the DCLG Help for Single Homeless fund which has allocated to the Partnership by Derby City Council

“Funding Agreement” means the agreement between Derby City Council and the Accountable Body dated relating to the transfer use and clawback of the Funds

“Housing Ambition Co-ordinator” and Housing Ambition Support Worker” the persons appointed by the Accountable Body to deliver the work of the Housing Ambition Programme and whose job

descriptions and job specifications are appended to this Agreement

“LA Partners” means the parties to this agreement;

“LA Representatives” means the representatives of the LA Partners appointed pursuant to clause;

“Loss” means any financial loss incurred by the Accountable Body including clawback of the Funds by Derby City Council pursuant to the Funding Agreement together with any damages and/or costs (in each case whether direct, indirect, special, consequential or otherwise) howsoever caused and whether in contract, tort, negligence or otherwise arising in respect of any of the Funds

“Partnership” means the collaborative working of the Partners;

"Housing Ambition Team" means the team of officers employed by the Accountable Body pursuant to clause 3.2.2;

“Partnership Group” means the steering group referred to in clause 4 ;

“PRS and Housing Options Manager” means the person currently employed by the Accountable Body who will have line management responsibility for the Housing Ambition Team.

“Co-ordinator” the person appointed by the Accountable Body to manage the Support Officer in their delivery of the work of the Housing Ambition Programme including securing accommodation for young people on the Housing Ambition Programme and whose job description and job specification are appended to this Agreement

“Working Day” means any day which is not a Saturday a Sunday or a bank or public holiday in England

- 1.2 Words importing the singular number only shall also include the plural number and vice versa and words importing any one gender shall include either other gender.
- 1.3 Unless indicated to the contrary, words importing persons include firms companies and corporations and vice versa.
- 1.4 The headings used in this Agreement shall not affect its construction.
- 1.5 The schedules to this Agreement form part of this Agreement.
- 1.6 References to clauses and schedules are references to the relevant clause or schedule to this Agreement.
- 1.7 All references to any contract document or other instrument include a reference to that contract document or instrument as revised amended varied or substituted.
- 1.8 Each of the Partners agrees to use its own reasonable endeavours to ensure that the provisions of this Agreement are complied with. Any obligation on the part of a Partner not to do or omit to do anything shall be deemed to include an obligation not to allow that thing to be done or omitted to be done by any person under its control.

2. COMMENCEMENT DURATION AND TERMINATION

- 2.1 This Agreement shall commence on _____ and shall continue in force until the employment contracts of the Housing Ambition Co-ordinator and Housing Ambition Support Worker have terminated

3. OBLIGATIONS OF THE LA PARTNERS AND ACCOUNTABLE BODY

- 3.1 Each Partner covenants and agrees to use all reasonable endeavours to promote and further the objectives of the Ambition Programme and to support the Accountable Body and Partnership Team and in meeting the Partnership's delivery targets and agreed priorities including without prejudice to the generality of the foregoing to:

- 3.1.1 promptly and diligently provide all such advice and assistance information and data as the Accountable Body and the Partnership Team may reasonably require;
- 3.1.2 act with all due propriety in the use of public funds and commercially sensitive information;
- 3.1.3 assist with public relations and other media activities that will raise the profile and contribute to the success of the Partnership;
- 3.1.4 work with and support organisations in the private, public, voluntary and community sectors who are able to contribute towards the achieving the objectives of the Ambition Programme in their area;
- 3.1.5 promote the interests and activities of the Partnership within its own organisation;
- 3.1.6 give high priority to achieving the objectives of the Ambition Programme in its area;

- 3.2 The Accountable Body covenants to:

- 3.2.1 Serve as Accountable Body and ensure compliance with all contractual requirements attached to the Funding Agreement
- 3.2.2 employ and manage the Co-ordinator and Housing Ambition Support Officer and will be responsible for the day to day operation and management of the Housing Ambition Programme

4. PROCEEDINGS OF THE PARTNERSHIP GROUP

- 1.1 The Partnership Group is to be established to provide guidance and support to delivery teams established to implement the programme. The Partnership Group will comprise a member and an officer representative from each of the four LA partners and the PRS and Housing Options Manager and will meet quarterly.
- 1.2 The Partnership Group may elect one of their number as Chairperson. This will normally be the PRS and Housing Options Manager, but the group may elect another Chairperson in his/her absence.
- 1.3 The quorum for Partnership Group meetings shall be determined by the Partnership Group.

5. STAFFING ARRANGEMENTS

- 5.1 The line management and employer responsibility in relation to the Co-ordinator and Support Officer shall be with the Accountable Body.

6. FINANCIAL ARRANGEMENT AND CONTRACTS

- 6.1 The Partners note that the Partnership does not have legal personality of its own and cannot therefore enter into contracts in their own right. Any contracts to be entered into in connection with the delivery of any activity or as part of the initiative will be entered into by the Accountable Body. For the avoidance of doubt all contracts entered into by the Accountable Body in connection with the delivery of any activity or as part of the initiative shall be deemed to have been approved by the LA Partners.
- 6.2 The Accountable Body will establish systems for handling the Funding which may come under its control including arrangements for authorising payments and signing cheques, the keeping of accurate accounts and the regular provision of financial reports to the LA Partners.
- 6.3 The Accountable Body shall be entitled to claim a management fee from the funding given by Derby City Council under the funding agreement to cover all reasonable management costs of recruiting and line managing the Co-ordinator and Housing Ambition Support Officer.
- 6.4 All assets and funds for the Partnership will vest in and belong to the Accountable Body in respect of the Partnership firstly in respect of any liability of the Partnership and then be held for and on behalf of the Local Authority Partners. Any such assets and funds shall be used by the Accountable Body for the purposes of the Partnership only and shall not be used by the Accountable Body for any other purpose.
- 6.5 This Agreement shall not operate so as to create a legal partnership for the purposes of the Partnership Act 1890 between the Partners or any of them and nothing contained in this Agreement shall be construed as to constitute any Partner to be the agent of any other Partner.
- 6.6 The Partners will use all reasonable endeavours to ensure compliance by the Accountable Body with the terms of any funding secured .
- 6.7 In the event that there are excess funds at the end of the Ambition Programme and Sheffield City Council expressly states that the funds should not be repaid then the Accountable Body shall distribute the monies to the Partners in proportions set out in clause 8. The funds should be used by the Partners for any purpose if any stipulated by Sheffield City Council

7. DISPUTES

Any dispute between the LA Partners about this Agreement which cannot be resolved at a local level by the PRS and Housing Options Manager shall be referred initially to the Assistant Director of Economic Growth of NEDDC and finally to the Leaders and Chief Executives of the LA Partners, whose decision shall be final.

8. INDEMNITY

8.1 Subject to paragraph 8.2 and 8.3 below, in the event that the Accountable Body incurs any losses including clawback from Derby City Council pursuant to the Funding Agreement together with any damages and/or costs (in each case whether direct, indirect, special, consequential or otherwise) howsoever caused and whether in contract, tort, negligence or otherwise arising in respect of any of the Funds ("**Losses**") then the LA Partners hereby agree that any such Losses shall be borne as between the Authorities in the following proportions:

Bolsover = TBC

Chesterfield = TBC

Derbyshire Dales= TBC

NEDDC= TBC

8.2 On incurring a Loss, the Accountable Body shall notify each LA Partner in writing setting out:-

- 8.2.1 The amount of the Loss;
- 8.2.2 Evidence of the Loss having been incurred;
- 8.2.3 A summary of the steps taken by the Accountable Body to mitigate the Loss;
- 8.2.4 The amount of the contribution it requires from each Authority ("**Contribution**"), to be determined in accordance with the liability sharing proportions set out in the relevant Appendix pertaining to the relevant Fund; and
- 8.2.5 Details of the bank account into which the Contribution should be paid; and each Authority severally undertakes to (as soon as reasonably practicable following receipt of such written notice from the Accountable Body) pay such requested Contribution into the bank account of the Accountable Body specified in the notice.

8.3 Where Losses are incurred as a result of failure by a LA Partner to comply with its obligations then that LA Partner shall bear the whole of that Loss

8.4 Paragraph 8.1 above shall not apply to the extent that Losses are incurred by the Accountable Body due to its own negligence, wilful misconduct, fraud or reckless disregard

9. NEW FUNDS

In the event additional funding streams become available to the LA Partners in respect of the Housing Ambition Programme, the LA Partners may agree that the terms of this Agreement shall apply to the administration of such Funds, provided that the LA Partners Authorities unanimously agree; and The LA Partners produce and sign a new Appendix to this Agreement in respect of the new funding stream, such Appendix to detail the governance and administrative requirements in respect of the funding stream, which of the LA Partners shall be subject to the provisions of the relevant Appendix, and the arrangements between those Authorities in relation to the sharing of Losses incurred by the Accountable Body (such liability sharing to be based as far as is practicable on the calculation of the proportion of an LA Partners's

population as a percentage of the whole population of all of the Authorities benefitting from a particular fund

10. GENERAL

None of the LA Partners shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which results from circumstances beyond the reasonable control of that party, including, without limitation, labour disputes involving that Partner. The Partner affected by such circumstances shall promptly notify the other Partners in writing when such circumstances cause delay or failure in performance and when they cease to do so.

11. WAIVER

11.1 No delay, neglect or forbearance on the part of either Party in enforcing against the other any provision of this Agreement shall be, or be deemed to be, a waiver or in any way prejudice the rights of that party under this Agreement.

11.2 No modification, variation or amendment of any provision of this Agreement shall be effective unless it is in writing and is signed by the Parties' duly authorised signatories acting on authority to vary such terms.

12. INVALIDITY OF PROVISIONS

If any of the provisions of this Agreement (or any part of such provisions) are invalid under any applicable Law or Act of Parliament, such provisions (or parts, as the case may be) are deemed to be omitted from this Agreement to the extent of any such invalidity.

12. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

Nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

13. ENTIRE AGREEMENT

This Agreement is made in good faith and contains all statements and representations upon which the Parties have relied in entering into it.

14. EQUALITIES

The Parties shall, in the performance of this Agreement and in undertaking and implementing the Scheme, comply with and follow best practice and all applicable legislation, regulations and guidance in relation to equal opportunities, race equality and human rights.

15. GOVERNING LAW

This Agreement shall be governed by the laws of England and Wales.

16. WHISTLEBLOWING

Each Party shall have an internal whistleblowing procedure which records and investigates any complaints made that can be accessed by any other Party or person who has specific confidential concerns in respect of that Party or about the operation of the concessionary allowances scheme without fear of reprisal.

17. FREEDOM OF INFORMATION

The LA Partners acknowledge that they are subject to the requirements of the FOIA and the Environmental Information Regulations 2004 ("EIR") and each Party shall assist and cooperate with each other (at their own expense) to enable them to comply with these information disclosure obligations.

18. NOTICES

- 18.1 Any notices to be given under this Agreement shall be in writing and shall be sent by first class mail or by fax (confirmed by first class mail) to the address of the relevant Party set out at the head of this Agreement or to the relevant fax number (clearly marked for the attention of the Party to whom it is addressed), or such other addresses or fax number as that Party may from time to time notify to the other Parties in accordance with this clause.
- 18.2 Notices sent as above shall be deemed to have been received three Working Days after the day of posting and for one Working Day after transmission (in the case of fax messages, but only if a transmission report is generated by the senders fax machine recording a message from the recipients fax machine, confirming that the fax was sent to the number indicated above and confirming that all pages were successfully transmitted).

19. ASSIGNMENT

The rights and obligations contained in this Agreement shall not be assigned or transferred by any Partner.

IN WITNESS whereof the Partners have caused this Agreement to be signed on the date stated at the commencement of this Agreement

Signed on behalf of

NORTH EAST DERBYSHIRE DISTRICT COUNCIL by

Authorised signatory

Signed on behalf of

BOLSOVER DISTRICT COUNCIL by

Authorised signatory

Signed on behalf of

CHESTERFIELD BOROUGH COUNCIL by

Authorised signatory

Signed on behalf of

DERBYSHIRE DALES DISTRICT COUNCIL by

Authorised signatory