



Brent

Cabinet

Monday 9 March 2020 at 4.00 pm

Boardrooms 3 - 5 - Brent Civic Centre, Engineers Way,
Wembley, HA9 0FJ

Membership:

Lead Member Councillors:

Portfolio

M Butt (Chair)

McLennan (Vice-Chair)

Agha

Farah

Hirani

Miller

M Patel

Krupa Sheth

Southwood

Tatler

Leader of the Council

Deputy Leader of the Council and Lead Member for
Resources

Lead Member for Schools, Employment and Skills

Lead Member for Adult Social Care

Lead Member for Public Health, Culture & Leisure

Lead Member for Community Safety and Engagement

Lead Member for Children's Safeguarding, Early Help
and Social Care

Lead Member for Environment

Lead Member for Housing & Welfare Reform

Lead Member for Regeneration, Property & Planning

For further information contact: James Kinsella, Governance Manager, Tel: 020 8937 2063; Email: james.kinsella@brent.gov.uk

For electronic copies of minutes, reports and agendas, and to be alerted when the minutes of this meeting have been published visit: democracy.brent.gov.uk

The press and public are welcome to attend this meeting

Notes for Members - Declarations of Interest:

If a Member is aware they have a Disclosable Pecuniary Interest* in an item of business, they must declare its existence and nature at the start of the meeting or when it becomes apparent and must leave the room without participating in discussion of the item.

If a Member is aware they have a Personal Interest** in an item of business, they must declare its existence and nature at the start of the meeting or when it becomes apparent.

If the Personal Interest is also significant enough to affect your judgement of a public interest and either it affects a financial position or relates to a regulatory matter then after disclosing the interest to the meeting the Member must leave the room without participating in discussion of the item, except that they may first make representations, answer questions or give evidence relating to the matter, provided that the public are allowed to attend the meeting for those purposes.

***Disclosable Pecuniary Interests:**

- (a) **Employment, etc.** - Any employment, office, trade, profession or vocation carried on for profit gain.
- (b) **Sponsorship** - Any payment or other financial benefit in respect of expenses in carrying out duties as a member, or of election; including from a trade union.
- (c) **Contracts** - Any current contract for goods, services or works, between the Councillors or their partner (or a body in which one has a beneficial interest) and the council.
- (d) **Land** - Any beneficial interest in land which is within the council's area.
- (e) **Licences** - Any licence to occupy land in the council's area for a month or longer.
- (f) **Corporate tenancies** - Any tenancy between the council and a body in which the Councillor or their partner have a beneficial interest.
- (g) **Securities** - Any beneficial interest in securities of a body which has a place of business or land in the council's area, if the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body or of any one class of its issued share capital.

****Personal Interests:**

The business relates to or affects:

(a) Anybody of which you are a member or in a position of general control or management, and:

- To which you are appointed by the council;
- which exercises functions of a public nature;
- which is directed is to charitable purposes;
- whose principal purposes include the influence of public opinion or policy (including a political party of trade union).

(b) The interests of a person from whom you have received gifts or hospitality of at least £50 as a member in the municipal year;

or

A decision in relation to that business might reasonably be regarded as affecting the well-being or financial position of:

- You yourself;
- a member of your family or your friend or any person with whom you have a close association or any person or body who is the subject of a registrable personal interest.

Agenda

Introductions, if appropriate.

Item **Page**

1 Apologies for Absence

2 Declarations of Interest

Members are invited to declare at this stage of the meeting, the nature and existence of any relevant disclosable pecuniary or personal interests in the items on this agenda and to specify the item(s) to which they relate.

3 Minutes of the Previous Meeting 1 - 10

To approve the minutes of the previous meeting held on Monday 10 February 2020 as a correct record.

4 Matters Arising (if any)

To consider any matters arising from the minutes of the previous meeting.

5 Petitions (if any)

To discuss any petitions from members of the public, in accordance with Standing Order 66.

6 Reference of item considered by Scrutiny Committees (if any)

To consider any reference reports from the Council's two Scrutiny Committees.

Community Well-being reports

7 Co-operation Agreement with Network Homes 11 - 70

This report is seeking approval to enter into an agreement with Network Homes to share resources and expertise on a range of projects to deliver new affordable housing.

Ward Affected:
All Wards

Lead Member: Lead Member for Housing and Welfare Reform (Councillor Eleanor Southwood)
Contact Officer: Hakeem Osinaike, Operational Director Housing
Tel: 020 8937 2023
Email: Hakeem.Osinaike@brent.gov.uk

Regeneration and Environment reports

8 Uxendon Manor Primary School Expansion Project 71 - 82

This report provides an update on the current position of the expansion project at Uxendon Manor Primary School.

Ward Affected:
Kenton

Lead Member: Lead Member for Regeneration,
Property & Planning (Councillor Shama Tatler)

Contact Officer: Neil Martin, Interim Capital
Programme Manager

Tel: 020 8937 4203

Email:neil.martin@brent.gov.uk

9 Alperton Housing Zone - use of the Council's compulsory purchase powers on Abbey Manufacturing Estate, Alperton 83 - 98

This report provides an overview of negotiations to acquire land interests by private treaty on Abbey Manufacturing Estate within Alperton Housing Zone and seeks approval to authorise commencement of a compulsory purchase process.

Ward Affected:
Alperton

Lead Member: Lead Member for Regeneration,
Property & Planning (Councillor Shama Tatler)

Contact Officer: Jonathan Kay, Major Projects
Team

Tel: 020 8937 2348

Email:jonathan.kay@brent.gov.uk

10 Alperton Housing Zone - use of the Council's compulsory purchase powers at Grand Union, formerly known as Northfields Industrial Estate 99 - 114

This report provides an overview of negotiations to acquire land interests by private treaty on the former Northfields Industrial Estate within Alperton Housing Zone and seeks approval to authorise commencement of a compulsory purchase process.

Ward Affected:
Alperton

Lead Member: Lead Member for Regeneration,
Property & Planning (Councillor Shama Tatler)

Contact Officer: Jonathan Kay, Major Projects
Team

Tel: 020 8937 2348

Email:jonathan.kay@brent.gov.uk

11 Brent Bike Hangars 115 - 128

This report seeks approval to use of a Framework Agreement for a bike

hangar supplier and informs Cabinet of the alternative bike hangar arrangements and offer to Brent residents.

Ward Affected: All Wards
Lead Member: Lead Member for Environment (Councillor Krupa Sheth)
Contact Officer: Tony Kennedy, Head of Highways and Infrastructure
Tel: 020 8937 5151
Email:tony.kennedy@brent.gov.uk

Chief Executive's reports

12 Performance Report Q3 (Oct - Dec) 2019/20 129 - 166

This report and the performance scorecard set out the position on the Council's performance in the third quarter of 2019/20. The content and format of the report and scorecard have been revised to focus primarily on the Council's new Borough Plan; Building a Better Brent (2019-2023), and its priorities.

Ward Affected: All Wards
Lead Member: Deputy Leader (Councillor Margaret McLennan)
Contact Officer: Chatan Popat, Senior Performance Officer
Tel: 020 8937 5068
Email:chatan.popat@brent.gov.uk

13 Brent Neighbourhood Community Infrastructure Levy (NCIL) Projects 167 - 194

This report seeks Cabinet approval to the allocation of Neighbourhood CIL (NCIL) funds for 12 community projects from round two of the 2019/20 NCIL programme.

Ward Affected: All Wards
Lead Member: Lead Member for Regeneration, Property & Planning (Councillor Shama Tatler)
Contact Officer: Kate Lambert, Partnership Funding Officer
Tel: 020 8937 1170
Email:kate.lambert@brent.gov.uk

14 Policy, Procedures and Use of Regulation of Investigatory Powers Act (RIPA) 2000 195 - 224

This report informs Cabinet of the Council's use and conduct of surveillance techniques in accordance with the Regulation of Investigatory Powers Act (RIPA) 2000. It also notifies Cabinet of the pending Investigatory Powers Commissioner's Inspection and seeks Cabinet approval for changes to the RIPA policy.

Ward Affected:
All Wards

Lead Member: Deputy Leader (Councillor Margaret McLennan)
Contact Officer: Bianca Robinson, Senior Lawyer, Constitutional and Governance
Tel: 020 8937 1544
Email: Bianca.robinson@brent.gov.uk

15 Exclusion of Press and Public

The following items are not for publication as they relate to the following category of exempt information as specified under paragraph 3, Part 1 of Schedule 12A of the Local Government Act 1972, namely: "Information relating to the financial or business affairs of any particular person (including the authority holding that information)"

- Item 8: Uxendon Manor Primary School – Project Update: Appendix 1 – Cost Appraisal
- Item 9: Alperton Housing Zone – use of the Council’s compulsory purchase powers on Abbey Manufacturing Estate, Alperton: Appendix 1 – Site Plan
- Item 10: Alperton Housing Zone – use of the Council’s compulsory purchase powers at Grand Union, formerly known as Northfields Industrial Estate: Appendix 1 – Site Plan

16 Any other urgent business

Notice of items to be raised under this heading must be given in writing to the Head of Executive and Member Services or his representative before the meeting. Any decisions taken urgently under this heading must comply with the provisions outlined in paragraphs 12 and 39 of the Council’s Access to Information Rules (part 2 of the Constitution).

Date of the next meeting: Monday 20 April 2020



- Please remember to set your mobile phone to silent during the meeting.
- The meeting room is accessible by lift and seats will be provided for members of the public.



LONDON BOROUGH OF BRENT

MINUTES OF THE CABINET Monday 10 February 2020 at 4.00 pm

PRESENT: Councillor M Butt (Chair), Councillor McLennan (Vice-Chair) and Councillors Agha, Farah, Hirani, Miller, M Patel, Krupa Sheth, Southwood and Tatler

Also present: Councillors Crane, Johnson and Kelcher.

1. **Apologies for Absence**

None received.

2. **Declarations of Interest**

3. **Minutes of the Previous Meeting**

RESOLVED that the minutes of the previous meeting held on 14 January 2020 be approved as an accurate record of the meeting.

4. **Matters Arising (if any)**

None.

5. **Petitions (if any)**

None.

6. **Reference of item considered by Scrutiny Committees (if any)**

None.

7. **Budget & Council Tax 2020/21-2022/23**

The Deputy Leader and Cabinet Member for Resources, Councillor Margaret McLennan, introduced the report setting out the Council's budget proposals for 2020/21 – 2022/23 along with a summary of the Council's overall financial position in the medium term.

Councillor Muhammed Butt, Leader of the Council, welcomed Katie Barringer (Brent Trees) to the meeting who he advised had requested to speak in support of a proposal from the Budget Scrutiny Task Group regarding the use of savings accrued within Regeneration & Environment to support a programme of tree planting. In addressing Cabinet, Katie Barringer highlighted the work being undertaken by the Council following its declaration of a climate emergency and the

environmental, health and socio-economic benefits associated with trees and urged Cabinet to support the proposal made by the Task Group.

Councillor Matt Kelcher, Chair of the Resources and Public Realm Scrutiny Committee and Chair of the Budget Scrutiny Task Group, was then invited by the Leader to address Cabinet. Acknowledging the difficult financial context within which the budget had needed to be set, he advised that the Task Group had sought to undertake a fair assessment of the proposals, offering comment and suggestions for consideration with their report included as an appendix to the main budget report. The three main themes around which the Task Group had structured their review had been transparency & accountability; creativity & innovation; and prudent use of resources, with the Task Group anticipating a full response to the recommendations made. Councillor Margaret McLennan, Deputy Leader of the Council, expressed her thanks to scrutiny members for their contribution to the proposals before the Cabinet and confirmed that consideration would be given to the recommendations and a full response provided.

Additional comments were also received from Councillor Robert Johnson who expressed concern at the ongoing impact the Government's programme of austerity was having on deprived and vulnerable communities across the borough along with the potential impact of the Fair Funding Review.

Councillor McLennan extended her thanks to officers and cabinet member colleagues for the hard work undertaken in producing the current budget proposals. She drew members' attention to the recommendations detailed in the report, which included a proposed overall increase in Council Tax of 3.99% (including a 2% precept for Adult Social Care) and savings currently totalling £7.4m (as summarised in Appendix C(i) of the report). In addition, the report included details of the budget and rent setting/service charge proposals relating to the Housing Revenue Account which, in line with the Government's rent policy, included a recommended increase of CPI +1%. Looking beyond 2020/21, Councillor McLennan ended her introduction by referring to the summary of budget proposals being developed from 2021 – 2023 themed around service transformation; making the Council's money go further and income generation with the Council, she pointed out, seeking to maintain its proactive approach towards addressing the challenges faced.

In response to the comments raised in relation to trees and the environment, Councillor Krupa Sheth, Cabinet Member for Environment, felt it important to recognise the Council's commitment towards its current programme of tree replacement and planting, which it had also been possible to support through the NCIL process.

In terms of comments from other Cabinet Members, Councillor Shama Tatler, Cabinet Member for Regeneration, Property & Planning, also echoed the sentiments expressed. She highlighted that whilst the Council had maintained a prudent and well managed approach towards its budget there were still significant challenges to be addressed in terms of the strategic approach to be developed on the climate emergency, impact of BREXIT and austerity.

Councillor Krupesh Hirani, Cabinet Member for Public Health, Culture and Leisure, also endorsed the budget proposals and highlighted that details were still awaited

on the final grant allocation from Public Health England (PHE) and NHS England in relation to funding for the public health element of the budget.

Councillor Miller, Cabinet Member for Community Safety & Engagement, advised that he welcomed the inclusion of proposals within the budget in support of community safety initiatives seeking to utilise funding previously allocated to provision of the Met Patrol Plus Partnership Tasking Team.

Councillor Mili Patel, Cabinet Member for Children's Safeguarding, Early Help and Social Care, felt it was important to recognise the ongoing challenges faced in relation to the increasingly complex nature of demand and associated budgetary pressures on safeguarding and children's services. Whilst the budget would ensure the Council was able to continue meeting its statutory obligations there had also been a need to adopt a creative approach towards future service delivery, which had involved the creation of the Family Hub model.

Councillor Eleanor Southwood, Cabinet Member for Housing and Welfare Reform, also endorsed the budget proposals and highlighted the extensive nature of the consultation undertaken in relation to the Council's rent setting proposals. Cabinet felt it was important to recognise that the additional funding generated as a result of the recommended rent increase would directly contribute towards the Council's ongoing investment programme in council homes and estate improvements.

In summing up, Councillor Muhammed Butt highlighted the challenging nature of the budget setting process given the ongoing impact of the Government's austerity programme and current uncertainty in relation to the outcome of the Fair Funding Review and proposals relating to Business Rates. Despite these ongoing financial pressures, he felt it important to recognise the positive approach it had been possible for the Council to adopt given its prudent management of the budget with particular reference made to the programme of capital investment and council house building and continued delivery of services to support the more vulnerable members of society. Whilst recognising the significant issues to be addressed in tackling the climate emergency, Councillor Butt felt there was also a need to recognise the pressures in terms of ensuring the Council remained able to meet its statutory obligations, particularly in relation to adult and child safeguarding. Whilst this would remain a priority, he advised that Cabinet would also be willing to consider ring-fencing any overall underspend in order to tackle the climate emergency with the Council, he pointed out, also continuing to actively lobby the Government in relation to the local government funding regime.

Drawing attention to the report, Cabinet were advised they would be required to consider those recommendations detailed within sections 2.1 – 2.12 of the report, in order to confirm the final budget to be recommended to Council. Members also noted the need for Council to establish a Council Tax Setting Committee in order to approve the final Council Tax level for 2020/21 taking account of the final precept to be set by the GLA, who would be meeting after the Council's budget setting meeting.

RESOLVED that having noted the deputation received from Katie Barringer (Brent Trees) and additional comments made by Councillors Kelcher in summarising the key themes from the Budget Scrutiny Task Group report and Councillor Johnson, Cabinet:

- (1) Agree to recommend to Full Council an overall 3.99% increase in the Council's element of council tax for 2020/21, with 2% as a precept for Adult Social Care and a 1.99% general increase.
- (2) Agree to recommend to Full Council the General Fund revenue budget for 2020/21, as summarised in Appendix A of the report.
- (3) Agree to recommend to Full Council the cost pressures and technical adjustments detailed in Appendix B of the report.
- (4) Agree to recommend to Full Council the savings detailed in Appendix C of the report.
- (5) Note the report from the Budget Scrutiny Panel in Appendix D of the report. In addition, Cabinet agreed at the meeting to recommend to Council that any overall underspend across the General Fund accrued at the end of March 2020 be ringfenced and bought forward as proposals for spending on the climate change emergency.
- (6) Agree the HRA budget for 2020/21, as set out in section seven of the report.
- (7) Agree the HRA rents for council dwellings, tenant service charges and garages, as set out in section seven of the report.
- (8) Agree the rents set under the Housing General Fund for Brent Housing PFI and traveller's site pitches and to note the rents for Hillside dwellings as set out in section seven of the report.
- (9) Note the Dedicated Schools Grant as set out in section eight of the report.
- (10) Note the advice of the Director of Legal, HR, Audit and Investigations as set out in Appendix E of the report.
- (11) Agree, and where relevant agree to recommend to Full Council, the schedule of fees and charges set out at in Appendix F of the report.
- (12) Note the results of consultation as set out in section six and detailed in Appendix G of the report.
- (13) Note and approve the specific recommendations to Full Council as detailed in section 2.13 – 2.29 of the report.

8. **Capital Programme Budget 2020/21 – 2024/25**

The Deputy Leader & Cabinet Member for Resources, Councillor Margaret McLennan, introduced the report setting out the Council's Capital Programme. The report also included new capital bids proposed for the medium term financial planning period 2020/21 – 2024/25.

Cabinet noted the extensive nature of the Capital Programme, which, as part of the budget setting process, had been focused on supporting the delivery of a number of

the Council's statutory responsibilities in relation to school place provision, investment in new affordable housing and the existing housing stock, town centres, public realm and community facilities. In addition to the existing Capital Programme, the report also detailed the schemes held in the pipeline for inclusion in the 2020/21 -2024/25 programme. The key projects included within the programme had been detailed within section 4 – 9 of the report with members specifically highlighting the South Kilburn Estate Regeneration and Highways and Footways maintenance programme.

RESOLVED that Cabinet:

- (1) Note the five year Capital Programme position (as detailed within Table 1 of the report).
- (2) Agree to recommend to Full Council the Capital Programme 2020/21 – 2024/25 as set out in Appendix 1 of the report and that the Chief Officers be authorised to take all the necessary actions for implementation of the programmes.
- (3) Agree to recommend to Full Council the changes to the existing Capital Programme in relation to additions of new projects as set out in Appendix 1 of the report.
- (4) Agree that the Director of Finance be authorised to make the necessary adjustments to the Capital Programme to account for the final 2019/20 outturn position and any associated programme slippage.
- (5) Agree to recommend to Full Council the Capital Strategy, Investment Strategy, Treasury Management Strategy and Minimum Revenue Provision Policy as detailed in Appendices 3 – 6 of the report.

9. **i4B Business Plan 2020-21**

The Leader of the Council, Councillor Muhammed Butt, welcomed Akintoye Durowoju (i4B Board Member) to the meeting and invited him to introduce the report setting out the i4B Holdings Ltd (i4B) Business Plan 2020/21, for shareholder approval.

In presenting the report, Akintoye Durowoju outlined how the 2020/21 Business Plan had been developed to recognise performance in relation to the 2019/20 Plan along with external market factors. As a result, the main focus in terms of priorities within the 2020/21 Business Plan had remained on growth and diversification with the strategic aims identified including the PRS acquisition programme and incorporation of key worker accommodation into the wider i4B portfolio of properties; developing a portfolio of new build accommodation, including working with the Council to develop on Council owned land and with Registered Providers or private sector developers on sites purchased from the market.

Councillor Robert Johnson was also invited by the Leader of the Council to speak on the report. In highlighting the work undertaken by the Affordable Housing Scrutiny Task Group, Councillor Johnson advised he was keen to ensure that the

recommendations made in relation to the affordable nature of housing being provided through i4B, FWH or via Registered Providers were recognised.

In considering the report and progress being made by i4B, Councillor Muhammed Butt, as Leader of the Council, and Councillor Eleanor Southwood, as Cabinet Member for Housing & Welfare Reform, highlighted the need to recognise the long term and evolving nature of the Business Plan in seeking to grow and diversify the company's portfolio, strengthen its balance sheet and spread risk in order to increase capacity. This was as part of an overall strategy to own and manage properties to support the Council in tackling pressures in relation to homelessness and reducing the reliance on Temporary Accommodation through the provision of permanent, secure and affordable housing. Whilst the specific recommendations from the Task Group had not been referenced within the Business Plan the approach adopted by the Council had included a range of measures including the purchase of properties from Housing Associations and developers as well as provision of funding to support i4B in terms of their acquisition programme.

In considering the recommendations detailed in the report, the Cabinet noted that Appendix 1 of the i4B Business Plan had been classified as not for publication on the basis it contained the following category of exempt information as specified under paragraph 3, Part 1 of Schedule 12A of the Local Government Act 1972, namely "Information relating to the financial or business affairs of any particular person (including the authority holding that information)".

RESOLVED that Cabinet:

- (1) Approve, on behalf of the Council as Shareholder, the i4B Business Plan as set out in appendix 1 of the report.
- (2) Approve the alignment of PRS phase two loan funding, as set out below:
 - (a) £24m of phase two funding be used to purchase 60 street properties;
 - (b) £86.5m of phase two funding be used for the purchase of a block of 153 units and the purchase of new build opportunities; and
 - (c) Depending on the viability of new build schemes, the Board be given the discretion to increase/decrease the amount of street properties and new build opportunities purchased.
- (3) Approve increasing the amount of PRS phase one and two properties purchased in Greater London.
- (4) Approve giving the i4B Board the authority to dispose of lower yielding Home Counties properties.
- (5) Approve the updated financial model.
- (6) Approve the financial modelling, as set out below:
 - (a) Based on current modelling, for the purchase of 360 street properties and the key worker Wembley DMS block:

- i4B's maximum cumulative loan will be £140m;
- i4B's maximum working capital will be £6.7m (£7m recommended for contingency);
- i4B will break even on an annual basis by 2023/24 and break even on an overall basis by 2035/36; and
- i4B's forecasted 30 year cumulative profit will be £11.4m.

10. **FWH Business Plan 2020-21**

The Leader of the Council, Councillor Muhammed Butt, welcomed Akintoye Durowoju (First Wave Housing Board Member) to the meeting and invited him to introduce the report setting out the First Wave Housing Ltd (FWH) Business Plan 2020/21, for Guarantor approval.

In presenting the report, Akintoye Durowoju advised that the company had considered relevant contextual factors, its performance and financial position in order to refine their strategic priorities for 2020/21. These priorities would be focussed on increasing the affordability of the capital investment programme; the disposal of assets in regeneration zones and the purchase of new build developments from the Council and market.

In considering the recommendations detailed in the report, the Cabinet noted that Appendix 1 of the FWH Business Plan had been classified as not for publication on the basis it contained the following category of exempt information as specified under paragraph 3, Part 1 of Schedule 12A of the Local Government Act 1972, namely "Information relating to the financial or business affairs of any particular person (including the authority holding that information)".

Having noted the general issues highlighted in response to the additional comments from Councillor Johnson when considering the i4B Business Plan, Cabinet **RESOLVED** to approve, on behalf of the Council as Guarantor, the First Wave Housing Business Plan as set out in Appendix 1 of the report.

11. **Voluntary Sector Initiative Fund (VSIF) Infrastructure Grant, Brent Advice Partnership - Local Advice and guidance services and Brent Advice Fund 2020/2021**

The Cabinet Member for Community Safety and Engagement, Councillor Tom Miller, introduced the report seeking Cabinet's agreement to the approval of a one year extension to the Voluntary Sector Initiative Fund (VSIF), Infrastructure Grant to CVS Brent along with the Brent Advice Partnership – local advice and guidance services contract with Citizens Advice Brent (CAB) and Brent Advice Fund. Cabinet noted the proposed extension would enable provision of services to be maintained during the transition towards the new model of collaboration with the voluntary and community sector.

Councillor Muhammed Butt, Leader of the Council, welcomed the representatives from the voluntary and community sector who were in attendance and thanked them for their engagement and support in progressing the transition towards the new model of collaboration.

RESOLVED that Cabinet:

- (1) Approve a one-year extension to the Voluntary Sector Initiative Fund (VSIF) Infrastructure Grant to CVS Brent in the sum of £80,000 to the end of March 2021 to provide services during the transition period of the introduction of the new model of collaboration.
- (2) Approve a one-year extension to the Brent Advice Partnership – local advice and guidance services contract with Citizens Advice Brent – in the sum of £171,475.
- (3) Approve a one-year extension of the Brent Advice Fund in the sum of £120,000.

12. **Facilities Management (FM) Service – Review of Facilities Management provision and in-house service delivery**

The Cabinet Member for Regeneration, Property & Planning, Councillor Shama Tatler, introduced the report seeking approval to a proposed service delivery model for provision of the Council's FM Service. The report included a cost comparison and risk analysis for the potential in-house delivery of existing services compared to an external delivery model, with the service divided into three distinct elements – Hard FM, Soft FM and Catering & Hospitality.

Cabinet noted that options in relation to the catering and hospitality element of the service were still in the process of being developed and would therefore be the subject to a separate report and expressed support for the rationale in seeking to bring the soft element of service provision in-house. This was on the basis that it would provide the opportunity to improve synergies in management of the contract whilst also enabling staff to move on to Brent's employment terms and conditions and providing access to the London Living Wage and Pension Scheme.

In considering the recommendations detailed in the report, the Cabinet noted that Appendix A had been classified as not for publication on the basis it contained the following category of exempt information as specified under paragraph 3, Part 1 of Schedule 12A of the Local Government Act 1972, namely "Information relating to the financial or business affairs of any particular person (including the authority holding that information)".

RESOLVED that Cabinet:

- (1) Agree that Hard FM services be outsourced on the expiry of the existing contract in July 2021 and to further extend the outsourced Hard FM service arrangements in place at the Civic Centre and The Library at Willesden Green to the wider retained estate buildings to better serve the council's requirements and give consistency across the corporate portfolio.
- (2) Agree that Soft FM services (Security, Portering and Cleaning, but excluding Catering and Hospitality) be delivered in-house beyond the current contract end date in July 2021.

- (3) Subject to agreement of (1) and (2) above, delegate to the Strategic Director for Regeneration & Environment approval of the pre-tender considerations for the procurement of a contractor to undertake Hard FM services and thereafter arrange for officers to evaluate tenders on the basis of the approved evaluation criteria.
- (4) Delegate authority to the Strategic Director for Regeneration & Environment, in consultation with the Cabinet Member for Regeneration, Property and Planning, to award the contract for Hard FM services from July 2021.
- (5) To note that no decision is to be made with regard to the Catering and Hospitality Service at this stage, with a separate report to provide specific options for the Catering and Hospitality services to be produced for consideration in the near future.

13. **Exclusion of Press and Public**

There were no items that required exclusion of the press or public.


14. **Any other urgent business**

None.

The meeting ended at 5.01 pm

COUNCILLOR MUHAMMED BUTT
Chair

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 Brent	Cabinet 9 th March 2020
Report from Strategic Director, Community Well Being	
Co-operation Agreement with Network Homes	

Wards Affected:	All Wards
Key or Non-Key Decision:	Key Decision
Open or Part/Fully Exempt: <small>(If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)</small>	Open
No. of Appendices:	One Appendix A: Co-operation Agreement (for information)
Background Papers:	Not Applicable
Contact Officer(s): <small>(Name, Title, Contact Details)</small>	Hakeem Osinaike Operational Director of Housing 020 8937 2023 hakeem.osinaike@brent.gov.uk

1.0 Purpose of the Report

- 1.1 This report is seeking Cabinet approval to enter into the agreement (attached as **Appendix A**) with Network Homes to share resources and expertise in accordance with Regulation 12(7) of the Public Contracts Regulations 2015.
- 1.2 As part of its Housing Strategy, the Council promotes a strong, local cross-sector co-operation with housing providers operating within Brent to develop and deliver its strategies. This reports presents an opportunity to harness shared values and principles for largescale housing delivery, as per our commitments to 1000 new council homes. It is a way to formally bring together partners for the benefit of people who need affordable homes in Brent.
- 1.3 Officers from both the Council and Network Homes have been working together to explore opportunities to co-operate on a range of projects to deliver new affordable housing.
- 1.4 The development of a co-operation agreement has been identified as the most appropriate mechanism to enable the Council to accelerate delivery. The basis

of the agreement being that a formal partnership is established, enabling the Council to utilise the resources and expertise available via Network Homes, whilst contributing its own to progress the development of new housing.

- 1.5 The agreement sets out the basis upon which both the Council and Network Homes would collaborate as two public sector bodies under Regulation 12(7) of the Public Contracts Regulations 2015 to achieve a common purpose (i.e. the delivery of improved housing within Brent).
- 1.6 Standing Orders 85(b) states 'any Partnership Agreement or Collaborative Procurement which includes delegation of powers shall be approved by the Cabinet (or where relevant, Full Council). The development of this agreement falls within this definition. It is on this basis that Cabinet approval to enter into an agreement with Network Homes is sought.
- 1.7 This agreement does not preclude similar agreements with others should this prove useful in future.

2.0 Recommendation(s)

That Cabinet:

- 2.1 Note the contents of this report.
- 2.2 Note the management arrangements in place to ensure adherence with the Council's standing orders and financial regulations.
- 2.3 Note that both organisations have taken legal advice in the development of the agreement to ensure compliance with Regulation 12(7) of the Public Contracts Regulations 2015.
- 2.4 Approve entering into an agreement with Network Homes on the basis that the Council and Network Homes operate as two public bodies concerned with the delivery of affordable housing, working in collaboration as per Regulation 12(7) of the Public Contracts Regulations.
- 2.5 Delegate authority to the Strategic Director of Community Wellbeing in consultation with the Director of Finance and Lead Member for Housing and Welfare Reform, to finalise and sign the agreement.
- 2.6 To agree that Network Homes internal rules and procedures should govern the procurement of contracts let under the agreement referred to in 2.4 above, with the Council contributing to Network Homes procurement and management costs.

3.0 Context

- 3.1 The Council is committed to improving the housing, environmental and economic outcomes for those who live within Brent. It wishes to ensure that the overall regeneration priorities for the borough are clear and that the strategies are consistent with its Community Plan, robust in the long term and deliverable.

- 3.2 The Council has set an ambitious strategic housing target to deliver 1,000 new affordable homes every year, over the next five years. Delivery of a total of 5,000 new affordable homes includes the provision of 1,000 directly by the Council by the 31st March 2024.
- 3.3 Given the diversity and scale of its requirements, the Council wishes to promote a strong, local cross-sector co-operation with housing organisations operating within Brent to develop and deliver its strategies. To be successful in delivering new affordable homes of the quality, mix and volumes required, the Council must work proactively with a wide range of partners.
- 3.4 Last year the G15, the representative body of the largest Registered Providers (RP's) in London, published their 'Offer to London', setting out how they would support the delivery of affordable housing when required.
- 3.5 Network Homes, a member of the G15 who are based nearby on Wembley Park, offered to work with the Council to provide professional services to assist in progressing the feasibility and design of a number of development sites.
- 3.6 The organisation is a social housing provider based within Brent and with significant housing stock in the borough. It possesses significant development and regeneration expertise, with a team of over 50 people, owns and manage over 20,000 homes and has a target of delivering 1,000 new homes each year.
- 3.7 Officers from both organisations have been working together to explore opportunities to co-operate on a range of projects to deliver new affordable housing. The development of a co-operation agreement has been identified as the most appropriate mechanism for enabling the Council to access through a partnership approach.
- 3.8 The agreement would enable both organisations to co-operate on a range of projects to achieve a common purpose in respect of meeting statutory housing obligations, i.e. the delivery of improved and affordable housing in Brent.

4.0 Co-operation Agreement

4.1 Rationale

- 4.1.1 The use of collaborative arrangements within the public sector where two or more organisations come together to deliver a joint programme or project(s) is common and there are examples of best practice across the country.
- 4.1.2 The development of a co-operation agreement with Network Homes provides the basis upon which both organisations can collaborate as two public sector bodies under Regulation 12(7) of the Public Contracts Regulations 2015. In doing so, any agreement made must be to achieve a common purpose.
- 4.1.3 In respect to this specific opportunity to work with Network Homes to take forward a number of joint projects; both organisations have a shared objective to meet our statutory housing obligations through the delivery of improved and affordable housing in Brent.

- 4.1.4 The scope of the agreement will focus upon delivery of four aspects of the development process, namely:
- Planning including resident consultation;
 - Detailed design including contractor procurement;
 - Management of construction; and
 - Co-ordination / resolution of defects.
- 4.1.5 The intention is for a joint client team of officers from the Council and colleagues within Network Homes, to work together to deliver a number of joint projects in line with the agreement and schedule of services incorporated. An external consultant team (appointed by the Council) would also provide support as required (i.e. Employers Agent, Cost Consultant etc.).
- 4.1.6 In order to ensure compliance with Regulation 12(7), contributions that the Council can make within the agreement for collaboration with Network Homes are defined through a schedule. This provides a more defined scope of services that both organisations will provide. The Council would contribute resources in relation to such matters as planning; building control; land ownership; community engagement etc. amongst a wider range of support services.
- 4.1.7 As the Council has received one of the largest allocations of grant in London, this creates a significant demand for staffing resource to manage the delivery of such a large programme. The expectation is that Council resources will be utilised whenever possible to manage delivery of development sites, but it is recognised that this cannot always be the case, given the size, scale and pace at which programmes and projects need to be delivered.
- 4.1.8 The approval of the agreement would enable the Council to ensure it could meet the Greater London Authority (GLA) deadline of 'start on site' by March 2022, ensure planning and construction of new affordable homes can be progressed more expediently through a partnership with another public body that shares the same aims and objectives.

4.2 Standing Orders

- 4.2.1 Standing Order 85 sets out the rules in which the Council is able to enter into a partnership agreement / collaborative procurement. These are summarised as follows:
- (a) No partnership arrangement can be entered into unless approved by the Director of Finance and a formal agreement is covering the arrangements signed by the parties.
 - (b) Any partnership arrangement of collaborative procurement which includes delegation of powers shall be approved by the Cabinet (or where relevant, Full Council).
 - (c) Any collaborative procurement shall comply with Council Standing Orders and Financial Regulations unless:

- (i) agreed otherwise in writing by the Director of Finance and the Director of Legal, HR, Audit and Investigations; or
 - (ii) in the case of a High Value Contract, the agreement of the Cabinet is obtained under Standing Order 84(a).
- (d) Any agreement between the Council and one or more other body which includes any payment by the Council in respect of the costs of carrying out a collaborative procurement shall comply with Standing Orders unless otherwise agreed in writing by the Director of Finance and the Director of Legal, HR, Audit and Investigations.

4.2.2 To ensure compliance with the Councils Standing Orders and Financial Regulations the following steps / measures can be confirmed:

- (a) The entering of the co-operation agreement will be completed by seeking the approval of the Director of Finance. A co-operation agreement (including schedule) has been drafted and will need to be signed by both the Council and Network Homes.
- (b) Cabinet is asked to grant delegated authority to the Strategic Director of Community Wellbeing, in consultation with the Director of Finance (Section 151 Officer) and Lead Member for Housing and Welfare Reform to finalise and enter into the co-operation agreement.
- (c) In commissioning 3rd party professional services both the Council and Network Homes will ensure compliance with relevant internal rules and procedures of the organisation commissioning services by evidencing both the procurement route(s) utilised and recording the decision making processes followed to demonstrate best value.
- (d) Payment arrangements are stipulated within the co-operation agreement. The Council will approve any financial commitments in relation to the professional services set out in the agreement in writing and work invoiced by Network Homes managed in line with Standing Orders and Financial Regulations.

4.2.3 The value of the co-operation agreement is based on the estimated value of the Council's part of the contract only as per Standing Orders. The Council will reimburse Network Homes for costs incurred in the development of the sites. As set out under the financial implications of this report, a total estimated cost of £2,667,828 +VAT has been calculated for the services to be provided by Network Homes during the lifetime of the agreement.

4.2.4 For Council sites, the Council will be responsible for all costs relating to securing planning consent, resident consultation, the professional design team and constructions costs. For context, the agreement is expected to enable the delivery of in excess of 345+ new homes with an estimated construction value of £93m over a 6-year period.

4.3 Value for Money

4.3.1 The benefit of entering into an agreement with Network Homes is that a full range of services can be utilised to the same standard as currently used by the organisation on their own new housing development schemes. Costs are based

on an estimated fee/staff time cost recharge during the period of the agreement and relative to the different expertise required at each of the different stages of the development process set out in the agreement / schedule.

- 4.3.2 The development sites included within scope of the agreement are significantly more complex than others in the New Council Homes Programme (NCHP). Successful delivery of these sites require significant expertise in managing the decanting of residents, securing vacant possession for properties, managing extensive stakeholder engagement, carrying out detailed viability testing and significant levels of programme / project management – all of which is included in estimated costs.
- 4.3.3 Officers have given consideration to the commissioning of these services to private sector organisations – i.e. professional services, planning and construction consultancies / agents as opposed to entering into a collaboration agreement with another public body. It is unusual to contract out the full range of services and therefore identifying a like for like comparison is difficult. However Employers Agents fees are usually in the range 6-8% dependent upon the scale and range of services provided.
- 4.3.4 Prior to receiving a formal fee proposal from Network informal advice was sought from Trowers & Hamlins (solicitors) regarding the level of fees to be expected from a Registered Provider undertaking development services on an agency basis. Trowers indicated that the Council should expect a minimum proposal of 8% of the Project Cost. Network have proposed a fee of 3% of Build Cost plus VAT to be paid in stages over the course of the project. The table below shows what percentage of the 3% fee they get paid at each stage of the development.

Programme Stage	Proportion of fee %
Pre-Planning Consent	40%
Pre-Start on Site	20%
Construction	35%
Defects Liability Period	5%

4.4 Scope of the Agreement

- 4.4.1 The objective of the agreement is to enable the Council in collaboration with Network Homes to:
- Meet housing needs within Brent by developing new housing schemes from conception through to securing planning consent.
 - Enhance the built and natural environment through incorporating high standards of design and place making.
 - Co-ordinate and make best use of the resources available between both organisations to deliver new housing schemes coherently.

- Develop and/or deliver programmes, projects and activities to progress the development of new housing schemes that are financially and legally compliant.
- 4.4.2 The following principles would be adopted by both organisations during the lifetime of the agreement when working together:
- Collaborate and co-operate with one another in pursuit of the objectives of the agreement.
 - Communicate openly about major concerns, issues and/or opportunities.
 - Share information, experience, materials and skills to learn from each other and develop effective working practices, and by working collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost.
 - Adhere to statutory requirements and comply with applicable laws and standards.
 - Endeavour to act in a timely manner, recognising timescales and working proactively together to seek to achieve identified key dates and milestones.
 - Act in good faith.
- 4.4.3 The agreement incorporates the following new housing schemes (or projects):
- Kilburn Square Clinic and 13-15 Brondesbury Road (located on the southern boundary of the Kilburn Square Estate where the building formerly used by the NHS can be demolished to provide between 80 and 100 new-build homes.
 - Windmill Court (Shoot Up Hill) where potentially between 40 and 70 new homes can be delivered on under-utilised open space and potential demolition of an existing car park.
 - Claire Court (Shoot Up Hill) where between 30 and 50 new homes can be delivered either through the demolition of a large podium covered parking area or the regeneration of two existing residential blocks.
 - Watling Gardens (Shoot Up Hill) where between 60 and 80 new homes can be delivered through the demolition of existing single storey bungalows on the south-west corner of the estate.
- 4.4.4 The agreement allows for the incorporation of additional new housing schemes in the future, subject to services provided by both organisations remaining compliant at all times with the Public Contract Regulations 2015 and the legal conditions within the agreement.
- 4.4.5 Subject to receiving Cabinet approval to enter into the agreement and delegate responsibility to officers, the co-operation agreement (including schedule) will be finalised and signed by both the Council and Network Homes. Advice and support continues to be provided by the Council's in-house legal team to continue to ensure compliance with relevant statute and guidance can be demonstrated.

4.5 Day-to-Day Management

4.5.1 The development of the co-operation agreement allows for the Council and Network Homes to co-operate on projects as defined within the agreement and in accordance with the schedule.

4.5.2 The Housing Supply and Partnerships Team will act as a single point of contact on behalf of the Council to ensure that:

- Service and performance requirements are clearly defined.
- Performance management arrangements are robust and effective.
- The agreement is proactively managed, in addition to the Council's relationship with Network Homes and reporting consistent with governance arrangements.
- Risk management arrangements are in place, with regular audits and periodic reviews used to maintain delivery to the standards required.
- Continuous improvement is sought through reviewing delivery against the agreement, specification and project plans, whilst ensuring compliance with regulation and legislation.
- Manage all aspects of the agreement, ensuring resources and expertise are fully utilised, whilst ensuring continuity of project delivery.

4.5.3 Within the agreement there is an acknowledgement that as both organisations would be working together in relation to projects, access to information and/or intellectual property rights would require both the Council and Network Homes to ensure confidentiality is maintained at all times. Measures to ensure confidentiality are specifically set out within the agreement.

4.5.4 A clear process to terminate the agreement (on either side) has been incorporated, enabling the Council to end the collaboration with immediate effect by giving notice in writing. Whilst it is not anticipated that termination of the agreement will be necessary, it is important to highlight within this report that such an action can be taken by the Council at anytime and that controls are in place to manage any potential risks in the future.

4.6 Key Risks

4.6.1 As with any joint collaboration of this nature there will always be risks to the Council that need to be managed, the following key risks and mitigations as set out in Table 4.6.1 apply:

Table 4.6.1 – Key Risks and Mitigation

Risk	Mitigation (Controls)
Collaboration between Council and Network Homes is not clearly defined and specifications, requirements are not robust enough.	<ul style="list-style-type: none"> • Collaboration agreement includes clear objectives and scope. • Schedule sets out roles and responsibilities of both organisations, supported with a breakdown of estimated costs and key stages for delivery of the project.
Contract management arrangements are not robust enough.	<ul style="list-style-type: none"> • Project championed via Strategic Director for Community Wellbeing and Operational Director of Housing. • Contract and performance management arrangements set out within agreement. • Housing Supply and Partnerships Team to act as 'client' in managing and overseeing performance on a day-to-day basis. • Existing governance arrangements, i.e. CMT, PCG, HCIB to be used to oversee delivery of the agreement.
Challenge from other Registered Providers (RPs) towards the Council entering into agreement specifically with Network Homes.	<ul style="list-style-type: none"> • Agreement developed in line with Regulation 12(7) of the Public Contracts Regulations 2015. • Legal advisors engaged in development of agreement and schedule. • Option always available for Council to enter into similar collaboration agreements with other RPs where conditions set out in statute can be met.
Lack of experience, expertise and/or capacity from the Council to deliver as per agreement.	<ul style="list-style-type: none"> • Rationale to enter into agreement with Network Homes is to access and utilise skills, experience and capacity not available within the Council. • Management of agreement via the Head of Supply and Partnerships, in conjunction with officers within finance, procurement etc.
Lack of resources to invest in agreement over the lifecycle of the projects.	<ul style="list-style-type: none"> • Financial breakdown and payment terms clearly set out within agreement. • Budget available via existing resources that would traditionally be invested in external consultants and specialists. • Controls within the agreement allow for the Council to give notice at any time.

<p>Design and quality of construction enabled through the agreement not in line with Council requirements.</p>	<ul style="list-style-type: none"> • Controls in place within agreement that clearly set out requirement for Council to approve key stages of project delivery. • Network Homes will be responsible for presenting design proposals and taking forward construction in line with schedule. • Existing governance arrangements within the Council will be used to scrutinise and approve individual designs and development proposals.
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4.7 Next Steps

- 4.7.1 Subject to approval from Cabinet, the intention is to finalise the agreement (including the schedule of services) with Network Homes in order to satisfy the Public Contract Regulations 2015 and crucially enable the delivery of new development sites to be progressed expediently by both public bodies.
- 4.7.2 Delegated responsibility to the Strategic Director of Community Wellbeing, in liaison with the Director of Finance and the Lead Member for Housing and Welfare Reform, will be used to finalise and sign the agreement.

5.0 **Financial Implications**

- 5.1 The Council will be responsible for all costs relating to securing planning consent, resident consultation, the professional design team and constructions costs. The Council will also reimburse Network Homes for any costs it incurs in the development of the sites as set out within the agreement. Existing Council financial policies and procedures will be followed at all times and payment made as per the conditions set out in the agreement.
- 5.2 Network Homes estimated total charges (excl. VAT) covering all development sites currently to be included within the agreement, to be reimbursed by the Council at each stage of the process are summarised below (Note: as per breakdown set out in agreement / schedule):
- Kilburn Square – Phase 1: £1,018,089
 - Kilburn Square – Phase 2: £329,769
 - Kilburn Square – Phase 3: £95,642
 - Watling Gardens: £869,039
 - Windmill Court: £355,289
- 5.3 The actual charges to be paid by both the Council and Network Homes must be supported by monthly invoices provided in accordance with the conditions set out in the agreement and based on the durations above. Invoices can be submitted by either organisation to the other at the end of each calendar month and must in compliance with the approach set out in the agreement. All costs submitted are to be exclusive of VAT.
- 5.4 Payment of an invoice will be made by either party within 30 days of the receipt of a valid and undisputed invoice. If either the Council or Network Homes fail to

make a payment in line with the conditions set out in the agreement, interest can be charged on the overdue amount.

- 5.5 From a Council perspective all invoices and payments are to be managed in accordance with Standing Orders and Financial Regulations and are subject to existing financial processes and procedures. This includes regular financial reporting to the Housing Care and Investment Board, in addition to the Capital Programme Board, CMT and Cabinet in line with existing governance and reporting arrangements.

6.0 Legal Implications

- 6.1 Approval is sought to enter into an agreement with Network Homes pursuant to Regulation 12(7) of the Public Contracts Regulations 2015. Regulation 12(7) codifies the Hamburg Waste judgment (C-480/06 - Commission v Germany). It provides that an agreement concluded between two or more contracting authorities shall not be deemed to be a public contract (and thus subject to procurement) where all of the following apply:

- (i) There must be 'cooperation', meaning some meaningful mutuality of contribution or pooling of resources,
- (ii) The cooperation must relate to public services, in respect of which all of the participating authorities have functions,
- (iii) The aim must be to ensure the delivery of the functions or common objectives,
- (iv) The arrangement must be solely governed by public interest considerations,
- (v) Less than 20% of the activities must be conducted on an open market.

From the information detailed in the report, the conditions outlined above are met, enabling the Council to enter into a cooperation agreement with Network Homes pursuant to Regulation 12(7).

- 6.2 As detailed in paragraph 4.2.1, Contract Standing Order 85 sets out certain requirements for the entry into a partnership agreement and for collaborative procurements. These requirements are further outlined in the main body of the report.

- 6.3 The recommendations contained in this report seek authority to meet the requirements of CSO 85, to include seeking delegated authority to the Strategic Director of Community Wellbeing to finalise and authorise execution of the agreement.

7.0 Equality Implications

- 7.1 The public sector equality duty, as set out in section 149 of the Equality Act 2010, requires the Council, when exercising its functions, to have "due regard" to the need to eliminate discrimination, harassment and victimisation and other conduct prohibited under the Act, to advance equality of opportunity and foster good relations between those who have a "protected characteristic" and those

who do not share that protected characteristic. The protected characteristics are: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex (gender) and sexual orientation. The proposals in this report have been subject to screening and officers believe that there are no adverse equality implications.

- 7.2 Equality Impact Assessments (EIAs) will be completed as part of the planning application process to demonstrate that the Council has considered the quality impacts of its decisions in relation to design and development.
- 7.3 The development and delivery of stakeholder consultation and engagement activities to be facilitated by Network Homes will take into account equality and diversity requirements set out by the Council. It is anticipated that the GLA will require projects within the agreement to be considered for community ballot and should this be necessary, EIAs will be completed.

8.0 Consultation with Ward Members and Stakeholders

- 8.1 Subject to the approval of the agreement, Ward Members and Key Stakeholders will be actively engaged and encouraged to shape the planning and design of housing development sites that are within scope of the agreement on a project-by-project basis.
- 8.2 The agreement incorporates early projects to take forward development opportunities within Kilburn Square, Windmill Court and Watling Gardens. Ward Members will be engaged throughout the process. Within the schedule that forms part of the agreement, there are a number of key areas in which Ward Members and a variety of stakeholders will be engaged covering pre-planning, design and construction, onsite handover.
- 8.3 Within scope of the agreement, both the Council and Network Homes have a shared responsibility for ensuring that stakeholders are proactively involved in taking forward the projects. Regular reports will be presented as part of this approach to CMT, PCG and Cabinet in the future.

9.0 Human Resources / Property Implications

- 9.1 The agreement due to its specific nature facilitates the sharing of resources between the Council and Network Homes. This includes the utilisation of officers consultants and contractors.
- 9.2 There are four initial projects within scope of the agreement that directly affect land and property assets and which will be considered on a project-by-project basis as the development of development schemes evolve from conception to completion.
- 9.3 The agreement also allows the inclusion of additional development sites at a later date, subject to ongoing compliance with legislation, satisfying the conditions of the agreement itself and the delivery of joint services to the satisfaction of both parties.

Report sign off:

Phil Porter

Strategic Director for Community Wellbeing

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**CO-OPERATION AGREEMENT
WITH THE AIM OF DELIVERING
IMPROVED HOUSING WITHIN BRENT**

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This agreement is dated the day of 2019

PARTIES

(1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BRENT** of Brent Civic Centre, Engineers Way, Wembley, Middlesex, HA9 0FJ (**Council**);

and

(2) **NETWORK HOMES LIMITED** (registered as a Community Benefit Society with number 7326) whose registered office is at Olympic Office Centre, 8 Fulton Road, Wembley, HA9 0NU (**Network**).

Each a “party” and together the “parties”.

A. BACKGROUND

A1 The Council is committed to improving the housing, environmental and economic outcomes for those who live within Brent. It wishes to ensure that the overall regeneration priorities for Brent are clear and that the strategies for the local area are consistent with its Community Plan, robust in the long term and deliverable. Given the diversity and scale of its requirements, the Council wishes to promote a strong, local cross-sector co-operation with housing organisations operating within Brent to develop and deliver its strategies.

A2 Network is a social housing provider based within Brent and with significant housing stock in Brent. It possesses significant development and regeneration expertise.

A3 The parties wish to co-operate on a range of Projects to deliver improved housing within Brent as listed in Schedule 2 and such other programmes as they may identify which relate to public services that the parties must perform.

A4 This agreement sets out the basis upon which the parties have agreed to

collaborate as two public sector bodies under Regulation 12(7) of the Public Contracts Regulations 2015 to achieve a common purpose in respect of their statutory housing obligations through the delivery of improved housing within Brent.

B Objectives

B1. The objective of this agreement is to:

- Meet local housing needs;
- Enhance the built and natural environment
- Coordinate the resources needed to deliver the strategy in a coherent way;
- Develop, and/or deliver programmes, projects and activities to achieve the strategy; ensuring that these are legally compliant

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges: the charges payable by a party to the other in relation to a Project (if any), as set out in each case in a Project Schedule, such charges shall be limited solely to the recovery of costs incurred by either party.

Commencement Date: has the meaning set out in [Clause 2.1](#).

Focus: To deliver the planning and construction of new homes in order to increase the supply of affordable housing within the London Borough of Brent.

Input: in relation to a party, the services, resources, workforce or other tangibles or intangibles that such party provides in accordance with this agreement in relation to a Project, as set out in a Project Schedule.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Key Objectives: comprise the various tasks and responsibilities set out in this agreement, intended to set out the parties' respective obligations in relation to the Project;

Project: a project agreed by the parties in accordance with [Clause 5](#), in relation to which the parties will collaborate in accordance with this agreement, as further described in a particular Project Schedule.

Project Period: subject to earlier termination in accordance with this agreement, the period from the start date to the end date for a Project, as set out in a Project Schedule.

Project Schedule: a document specifying particulars in relation to a particular Project, agreed by the parties in accordance with [Clause 5](#).

subsidiary: has the meaning given in [Clause 1.6](#).

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this **agreement** includes the Schedule and any Project Schedule agreed in accordance with [Clause 5](#).

1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the Schedule.

1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.6 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.9 A reference to any **party** shall include that party's personal representatives, successors and permitted assigns.

1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.12 A reference to **writing** or **written** includes fax but not email.

1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.14 References to a document in **agreed form** are to that document in the form agreed by the parties and initialled by them or on their behalf for identification.

1.16 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

1.17 A reference to **this agreement** or to **any other agreement or document referred to in this agreement** is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

1.18 Where any statement is qualified by the expression **so far as a party is aware** or **to a party's knowledge** (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

1.19 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.20 Where there is a conflict between the terms and conditions of this agreement, and a Project Schedule, the Project Schedule shall prevail (in relation to that Project Schedule only) to the extent of the inconsistency.

1.21 Any reference to this agreement terminating shall, where the context requires, include a reference to this agreement terminating by expiry.

2. COMMENCEMENT AND DURATION

2.1 This agreement shall commence on **[COMMENCEMENT DATE TO BE CONFIRMED]**.

2.2 This agreement shall continue, unless terminated earlier in accordance with this agreement, for 54 calendar months when it shall terminate automatically without notice.

3. COLLABORATION AND CO-OPERATION

3.1 The parties shall co-operate within the Focus of this agreement in relation to the agreed **Projects**.

3.2 The parties shall collaborate in relation to Project Schedules agreed in accordance with *Clause 5*

3.3. The parties agree to adopt the following principles during the period of this agreement when working on the Project:

3.3.1 collaborate and co-operate with one another in pursuit of the Key Objectives of the Project;

3.3.2 communicate openly about major concerns, issues or opportunities relating to the Project;

3.3.3 share information, experience, materials, transfer of knowledge through sharing/inter-placement of staff and skills to learn from each other and develop effective working practices, and by working collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost in relation to the Project;

3.3.4 adhere to statutory requirements and comply with applicable laws and

standards;

3.3.5 endeavour to act in a timely manner, recognising the timescales of the Project and working proactively together to seek to achieve identified key dates and milestones;

3.3.6 act in good faith

4. EXISTING ARRANGEMENTS

4.1 Nothing in this agreement shall restrict either party's right to continue to conduct its business activities or arrangements that existed on the Commencement Date or that otherwise come into being outside the scope of this agreement.

4.2 However, as the parties will be working together in relation to Projects where each party may have access to information or Intellectual Property Rights of the other, each party acknowledges that the other party will need to protect such information and Intellectual Property Rights in accordance with [Clause 11](#) and [Clause 14](#).

5. PROPOSALS AND PROJECTS

5.1 The parties agree that the terms of this agreement shall apply when either party (**proposing party**) wishes to propose to the other party (**receiving party**) a Project falling within the scope of the Focus.

5.2 A proposing party may submit a proposal for a proposed Project falling within the scope of the Focus to the receiving party at any time. The proposal shall contain high level details of the proposed Project, including an indication of the parties' likely respective Inputs and any Charges the proposing party intends to make for its own Inputs (if applicable).

5.3 On receipt of a proposal, the receiving party shall consider it, provide the proposing party with its comments and the parties shall then discuss whether they wish to formalise the proposal so that it becomes a Project. Either party may, in its absolute discretion, decline to agree to formalise a proposal into a Project.

5.4 In order to formalise a proposal into a Project:

(a) either party may submit to the other a draft Project Schedule. Such document shall be based substantially on the template Project Schedule set out in [Schedule 1](#), but it may include additional matters or exclude matters contained in the template that are not relevant to the particular Project;

(b) each party may sign the Project Schedule or decline to do so. A Project Schedule shall not have operative effect under this agreement unless it is signed by both parties. Once signed by both parties, a Project Schedule becomes part of the agreement.

5.5 A Project Schedule that has been signed by both parties may be amended at any time in accordance with [Clause 26](#).

5.6 Unless terminated earlier in accordance with this agreement, each Project Schedule has contractual effect during the applicable Project Period.

5.7 Each party shall in relation to the obligations allocated to it in a Project Schedule agreed in accordance with this clause:

(a) perform such obligations, including by providing the Inputs in accordance with timeframes or milestones (if any) specified in the Project Schedule;

(b) use reasonable care and skill in performing such obligations;

(c) comply with good industry practice;

(d) comply with all laws applicable to it;

(e) obtain and maintain consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable it to comply with such obligations;

(f) ensure that the Inputs it provides conform with descriptions and specifications (if any) set out in the applicable Project Schedule; and

(g) if on the other party's premises, comply with that party's health and safety

and site regulations made known to it.

5.8 Each party shall ensure that it uses employees or agents in performing its obligations under a Project Schedule who are suitably qualified and experienced.

6. CUSTOMERS

6.1 Each party agrees that it has no right to bind the other party in contract or otherwise in relation to any customers of either party, and it shall not represent that it has such right.

6.2 Nothing in this agreement constitutes one party a partner, employer, employee or agent of the other party in relation to either party's customers.

6.3 Neither party may provide to any of its customers any information, or make any representation, relating to the other party's products or services, unless that information or representation is approved in writing by that party for use in those circumstances.

INFORMATION FLOW AND PROJECT MANAGEMENT

7.1 To enable the parties to maximise the benefits of their collaboration, each party shall:

(a) engage the other in planning discussions in relation to the Focus from time to time;

(b) keep the other party informed about its own progress in relation to each Project; and

(c) facilitate regular discussions between appropriate members of its personnel and those of the other party in relation to each Project, including in relation to:

(i) performance and issues of concern in relation to each Project;

(ii) new developments and resource requirements;

(iii) compliance with deadlines; and

(iv) such other matters as may be agreed between the parties from time to time.

7.2 Each party shall:

(a) supply to the other party information and assistance reasonably requested by it relating to a Project as is necessary to enable that other party to perform its own obligations in relation to the Project; and

(b) review documentation, including draft specifications or service descriptions or other technical documentation, for use when performing its obligations in relation to a Project (if any), as soon as reasonably practicable at the request of the other party, and notify it of any errors or incorrect assumptions made in any such documents so far as it is aware.

8. CHARGES

8.1 Except as provided for in [Clause 8.2](#), each party shall:

(a) not be entitled to charge the other party for the provision of anything (including Inputs) it provides in connection with each Project and this agreement; and

(b) be otherwise responsible for its own costs incurred in connection with each Project and this agreement, including all Inputs it provides.

8.2 If a Project Schedule provides that a party is responsible for paying the other party any Charges, such Charges shall be invoiced and paid for in the currency specified in the Project Schedule in accordance with [Clause 9](#).

9. INVOICING AND PAYMENT

9.1 If a Project Schedule provides that a party will pay the other party any Charges in relation to a Project, the other party may issue invoices for such Charges:

(a) in accordance with the invoicing procedure (if any) provided for in the Project Schedule; or

(b) if no invoicing procedure is provided for in the Project Schedule, at the end of each calendar month.

9.2 Unless otherwise provided in a Project Schedule, the Charges specified in a Project Schedule are exclusive of VAT which shall be included in invoices and payable, if applicable, in addition to the Charges.

9.3 A party shall pay an invoice issued to it in accordance with this agreement within 30 days of the receipt of a valid and undisputed invoice.

9.4 If a party fails to make a payment due to the other Party under this agreement by the due date, then, without limiting the other party's remedies under [Clause 21](#) or [Clause 22](#), the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.

9.5 Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

10. SET-OFF

All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11. CONFIDENTIALITY

11.1 Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers (together its **Representatives**) to the other party and that party's Representatives whether before or after the date of this agreement in connection with the Focus or any Project, including information which:

(a) relates to the terms of this agreement or any agreement entered into in connection with the Focus or a Project;

(b) would be regarded as confidential by a reasonable business person relating to:

(i) the business, assets, affairs, customers, clients, suppliers, plans , intentions, or market opportunities of the disclosing party(or of any member of the Group to which the disclosing party belongs); and

(ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the Group to which the disclosing party belongs);

(c) is developed by the parties in the course of carrying out this agreement or any Project; and

(d) is specified as confidential in any Project Schedule.

11.2 The provisions of this clause shall not apply to any Confidential Information that:

(a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause); or

(b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

(c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;

(d) the parties agree in writing is not confidential or may be disclosed; or

(e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

11.3 Each party shall keep the other party's Confidential Information confidential and shall not:

(a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this agreement in relation to the Focus and any Project (**Permitted Purpose**); or

(b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

11.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

(a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

(b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,

and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause.

11.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this [Clause 11.5](#), it takes into account the reasonable requests of the other party in relation to the content of such disclosure. For the avoidance of doubt, a party may disclose Confidential Information pursuant to a request made under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, provided that the Confidential Information in question has not been designated by the Parties as exempt commercially sensitive information. The parties may record any designated commercially sensitive information in Schedule 3 of this Agreement, such Schedule to be updated by consent of both parties from time to time.

11.6 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.

11.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.

11.8 On termination of this agreement, each party shall:

(a) return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;

(b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and

(c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party.

11.9 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

11.10 The provisions of this [Clause 11](#) shall continue to apply after termination of this agreement in accordance with [Clause 23](#)

12. ANNOUNCEMENTS

12.1 Subject to [Clause 12.2](#), no party shall make, or permit any person to make, any public announcement, communication or circular (**announcement**) concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed). The parties shall consult together on the

timing, contents and manner of release of any announcement.

12.2 Where an announcement is required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction, the party required to make the announcement shall promptly notify the other party. The party concerned shall make all reasonable attempts to agree the contents of the announcement before making it.

13. DATA PROTECTION

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

14. INTELLECTUAL PROPERTY

14.1 This agreement does not transfer any interest in Intellectual Property Rights. All Intellectual Property Rights developed or created by a party pursuant to a Project shall be owned by that party (**Created IPR**).

14.2 Each party grants to the other party a non-exclusive, personal, royalty-free licence during the applicable Project Period to use its Created IPR in relation to a Project to the extent necessary for the other party to carry out its obligations in relation to that Project.

14.3 At the end of the applicable Project Period, a party licensed to use Created IPR under [Clause 14.2](#) shall cease to use that Created IPR and shall return any physical embodiment of the Created IPR (including any copies) in its possession or control to the other party.

14.4 Each party shall immediately give written notice to the other party of any actual, threatened or suspected infringement of any party's Intellectual Property

Rights (including Created IPR) used in connection with a Project of which it becomes aware.

15. EMPLOYEES AND NON-SOLICITATION

15.1 Each party agrees that it shall not, and shall procure that no member of its Group shall, without the prior written consent of the other party, at any time from the Commencement Date to date of termination of this agreement, solicit or entice away from that party or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of that party in relation to a Project.

16. ANTI-BRIBERY

16.1 Each party shall in relation to this agreement and each Project:

(a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(c) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and [Clause 16.1\(b\)](#), and will enforce them where appropriate;

(d) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this agreement;

(e) immediately notify the other party (in writing) if a foreign public official becomes an officer or employee of it or acquires a direct or indirect interest in it and warrants that it has no foreign public officials as direct or indirect owners,

officers or employees at the Commencement Date);

(f) within three months of the Commencement Date, and annually thereafter, certify to the other party in writing signed by one of its officers, compliance with this [Clause 16](#) by it and all persons associated with it under [Clause 16.2](#). Each party shall provide such supporting evidence of compliance as the other party may reasonably request.

16.2 Each party shall ensure that any person associated with it who is performing obligations in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on that party in this [Clause 16 \(Relevant Terms\)](#). Such party shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the other party for any breach by such persons of any of the Relevant Terms.

16.3 Breach of this [Clause 16](#) shall be deemed a material breach under [Clause 21.2](#) and [Clause 22.2](#).

16.4 For the purpose of this [Clause 16](#), the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this [Clause 16](#), a person associated with a party includes but is not limited to any subcontractor of that party.

17. WARRANTIES

17.1 Each party warrants that:

(a) it has full power and authority to enter into this agreement in accordance with their respective constitutions and carry out the actions contemplated under this agreement; and

(b) its entry into and performance under the terms of this agreement will not infringe the Intellectual Property Rights of any third party or cause it to be in breach of any obligations to a third party; and

(c) subject to [Clause 11.9](#), so far as it is aware, all information, data and materials provided by it under this agreement will be accurate and complete in all material respects, and it is entitled to provide the same to the other without recourse to any third party;

17.2 Except as expressly provided in this agreement, there are no conditions, warranties or other terms binding on the parties with respect to the actions contemplated by this agreement. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into this agreement, whether by statute, common law or otherwise, is, to the extent that it is lawful to do so, excluded by this agreement.

18. INDEMNITY

18.1 In this clause, a reference to an **indemnified party** shall include that party's subsidiaries, and the provisions of this clause shall be for the benefit of that party and each such subsidiary, and shall be enforceable by each such subsidiary, in addition to the party.

18.2 Each party (**indemnifying party**) shall indemnify the other party (**indemnified party**) against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with:

(a) any claim made against the indemnified party for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with:

(i) the indemnified party's use in accordance with this agreement of Intellectual Property Rights licensed to it by the indemnifying party under [Clause 14.2](#);

(ii) the receipt or use by the indemnified party of Inputs or other items or services provided by the indemnifying party in relation to a Project;

(b) OTHER MATTERS

18.3 This indemnity not cover the indemnified party to the extent that a claim under it results from the indemnified party's negligence or wilful misconduct.

18.4 If any third party makes a claim, or notifies an intention to make a claim, against the indemnified party which may reasonably be considered likely to give rise to a liability under this indemnity (**Claim**), the indemnified party shall:

(a) as soon as reasonably practicable, give written notice of the Claim to the indemnifying party, specifying the nature of the Claim in reasonable detail;

(b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the indemnifying party (such consent not to be unreasonably conditioned, withheld or delayed), provided that the indemnified party may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the indemnifying party, but without obtaining the indemnifying party's consent) if the indemnified party reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;

(c) give the indemnifying party and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the indemnified party, so as to enable the indemnifying party and its professional advisers to examine them and to take copies (at the indemnifying party's expense) for the purpose of assessing the Claim; and

(d) subject to the indemnifying party providing security to the indemnified party to the indemnified party's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the indemnifying party may reasonably request to avoid, dispute, compromise or defend the Claim.

18.5 If a payment due from the indemnifying party under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the indemnified party shall be entitled to receive from the indemnifying party such amounts as shall ensure that the net receipt, after tax, to the indemnified party in respect of the payment is the same as it would have been were the payment not subject to tax.

18.6 Nothing in this clause shall restrict or limit the indemnified party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

19. INSURANCE

During the term of this agreement, and for the duration of any Project Schedule entered into under this Agreement which extends beyond the expiry of this Agreement, each party shall maintain in force, with a reputable insurance company, professional indemnity insurance in an amount not less than £5,000,000 (five million) for each and every claim and shall, on the other party's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

20. LIMITATION AND EXCLUSION OF LIABILITY

20.1 Nothing in this agreement shall limit or exclude a party's liability:

(a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;

(b) for fraud or fraudulent misrepresentation;

(c) for breach of any obligation as to title or quiet possession implied by statute;
or

(d) for any other act, omission, or liability which may not be limited or excluded by law;

(e) under the indemnity in [Clause 18](#).

20.2 Subject to [Clause 20.1](#), neither party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the agreement.

20.3 Subject to [Clause 20.1](#), a party's total liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise,

arising under or in connection with this agreement shall be limited to £5,000,000 (five million).

20.4 The parties expressly agree that if any limitation or provision contained or expressly referred to in this [Clause 20](#) is held to be invalid under any applicable statute or rule of law, it shall, to that extent, be deemed omitted in accordance with [Clause 28](#).

21. TERMINATION OF A PROJECT

21.1 The grounds and procedures for terminating the agreement as a whole specified in [Clause 22](#) apply *mutatis mutandis* to a Project Schedule, and either party to a Project Schedule may terminate it in accordance with such clause.

21.2 For the purposes of this clause, notwithstanding [Clause 22.2](#), **material breach** in [Clause 22.1\(b\)](#) in relation to a Project Schedule means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

(a) a substantial portion of a Project; or

(b) any of the obligations set out in [Clause 5.7](#), over a six month period during the Project Period. In deciding whether any breach is material, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

21.3 A party may terminate a Project Schedule on giving not less than three months' written notice to the other party.

21.4 Termination of a Project Schedule in accordance with this clause shall have the effect that:

(a) the terminated Project Schedule shall be severed from the agreement, which shall otherwise remain in full force and effect; and

(b) the provisions of [Clause 23](#) shall otherwise apply (*mutatis mutandis*) in relation to the Project Schedule.

22. TERMINATION OF AGREEMENT

22.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party:

(a) if the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 90 days after being notified in writing to make such payment;

(b) if the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(c) if the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

(d) if the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

(e) if the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(f) if a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(g) if an application is made to court, or an order is made, for the appointment of

an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);

(h) if the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

(i) if a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) if a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) days;

(k) if any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in [Clause 22.1\(d\)](#) to [Clause 22.1\(k\)](#) (inclusive);

(l) if the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(n) if there is a change of control of the other party; or

(o) if any warranty given by the other party in [Clause 17](#) of this agreement is found to be untrue or misleading.

(p) in accordance with [Clause 24](#).

22.2 For the purposes of [Clause 22.1\(b\)](#), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

(a) a substantial portion of this agreement; or

(b) any of the obligations set out in [Clause 5.7](#), over any six month period during

the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

22.3 Without affecting any other right or remedy available to it, either party may terminate this agreement on giving not less than one (1) month's written notice to the other party.

23. CONSEQUENCES OF TERMINATION

23.1 On termination of this agreement, the following clauses shall continue in force:

- (a) *Clause 1* (Interpretation);
- (b) *Clause 9* (Invoicing and payment);
- (c) *Clause 10* (Set-off);
- (d) *Clause 11* (Confidentiality) (subject to *Clause 11.10*);
- (e) *Clause 13* (Data protection);
- (f) *Clause 14* (Intellectual property);
- (g) *Clause 15* (Employees and non-solicitation);
- (h) *Clause 17.1(b)* and *Clause 17.2* (Warranties);
- (i) *Clause 18* (Indemnity);
- (j) *Clause 19* (Insurance);
- (k) *Clause 20* (Limitation and exclusion of liability);
- (l) *Clause 21.4* (Termination of a Project);
- (m) *Clause 23* (Consequences of termination);
- (n) *Clause 24* (Force majeure);

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- (o) *Clause 27* (Notices);
 - (p) *Clause 28* (Severance);
 - (q) *Clause 29* (No partnership or agency);
 - (r) *Clause 30* (Rights and remedies);
 - (s) *Clause 31* (Inadequacy of damages);
 - (t) *Clause 32* (Waiver);
 - (u) *Clause 35* (Third party rights);
 - (v) *Clause 38* (Entire agreement);
 - (w) *Clause 39* (Mediation);
 - (x) *Clause 40* (Governing law); and
 - (y) *Clause 41* (Jurisdiction).

23.2 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

23.3 On termination of this agreement, each Project Schedule then in force at the date of such termination shall continue in full force and effect for the remainder of the applicable Project Period, unless earlier terminated in accordance with the terms of this agreement.

23.4 On termination of this agreement, unless such things are needed by it to perform its obligations under a Project Schedule (and only until the end of such time), each party shall, and shall use all reasonable endeavours to procure that its Representatives shall, no later than thirty (30) days after termination of this agreement:

(a) return or destroy (as directed in writing by the other party) any documents, handbooks, or other information or data provided to it by the other party for the purposes of this agreement. If reasonably required by the other party, it shall provide written evidence (in the form of a letter signed by it no later than thirty (30) days after termination of this agreement) that these have been destroyed and that it has not retained any copies of them; and

(b) return all of the other party's equipment and materials, failing which, the other party may enter the relevant premises and take possession of them. Until these are returned or repossessed, that party shall be solely responsible for their safe-keeping.

24. FORCE MAJEURE

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

25. ASSIGNMENT AND OTHER DEALINGS

25.1 Subject to [Clause 25.2](#), neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

25.2 Either party may, after having given prior written notice to the other party, assign or subcontract any or all of its rights and obligations under this agreement to a member of its Group for so long as that company remains a member of the assignor's Group. The assignor shall procure that such assignee assigns any rights assigned to it in accordance with this [Clause 25.2](#) back to the assignor or

another member of the assignor's Group immediately before it ceases to be a member of the assignor's Group.

26. VARIATION

26.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

26.2 Any variation of this agreement agreed by the parties in accordance with [Clause 26.1](#) shall be deemed to apply to all future Project Schedules entered into after the date of such variation, but shall not apply to Project Schedules already in force at that date unless such variation specifically so provides.

27. NOTICES

27.1 A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address or DX number or to the fax number given in this agreement or as otherwise notified in writing to other party.

27.2 The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt.
Pre-paid first class post or other next working day delivery service providing proof of postage.	9.00 am on the second Business Day after posting.

Pre-paid airmail providing proof of postage.	9.00 am on the fifth Business Day after posting.
Fax or electronic mail.	At the time of transmission.
Document exchange (DX).	9.00 am on the second Business Day after being put into the DX.

27.3 For the purpose of [Clause 27.2](#) and calculating deemed receipt:

(a) all references to time are to local time in the place of deemed receipt; and

(b) if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

27.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27.5 A notice given under this agreement is not valid if sent by email.

28. SEVERANCE

28.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

28.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

29. NO PARTNERSHIP OR AGENCY

29.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

29.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

30. RIGHTS AND REMEDIES

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

31. INADEQUACY OF DAMAGES

Without prejudice to any other rights or remedies that a party (**first party**) may have, the other party (**other party**) acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the other party. Accordingly, the first party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

32. WAIVER

32.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

32.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or

remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

33. LANGUAGE

33.1 This agreement is drafted in the English language. If this agreement is translated into any other language, the English language version shall prevail.

33.2 Any notice given under or in connection with this agreement shall be in the English language. All other documents provided under or in connection with this agreement shall be in the English language, or accompanied by a certified English translation. If such document is translated into any other language, the English language version shall prevail.

34. COUNTERPARTS

34.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

34.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

34.3 No counterpart shall be effective until each party has executed at least one counterpart.

35. THIRD PARTY RIGHTS

35.1 Except as expressly provided elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

35.2 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

35.3 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

36. FURTHER ASSURANCE

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

37. COSTS

Subject to [Clause 8](#), each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this agreement and any documents referred to in it.

38. ENTIRE AGREEMENT

38.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

38.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based on any statement in this agreement.

39. MEDIATION

39.1 If any dispute arises in connection with this agreement, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (**ADR notice**) to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR.

39.2 The mediation will start not later than 60 days after the date of the ADR notice. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

40. GOVERNING LAW

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

41. JURISDICTION

Each party irrevocably agrees that, subject to [Clause 39](#), the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1

PROJECT SCHEDULE TEMPLATE

Part 1

This Project Schedule is dated [INSERT] and made between:

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BRENT** of Brent Civic Centre, Engineers Way, Wembley, Middlesex, HA9 0FJ (**Council**);
- (2) **NETWORK HOMES LIMITED** (registered as a Community Benefit Society with number 7326) whose registered office is at Olympic Office Centre, 8 Fulton Road, Wembley, HA9 0NU (**Network**).

[
Part 2

Background

(A) The parties have entered into a co-operation agreement dated [DATE] (**agreement**), allowing the parties to co-operate on Projects (as defined in the agreement) where such Projects fall within the Focus (as defined in the agreement).

(B) In connection with the agreement, the parties have agreed to co-operate in accordance with this Project Schedule.

Part 3

Project provisions

The parties agree that:

1. STRUCTURE

1.1 This Project Schedule forms part of the agreement.

1.2 The terms and conditions of the agreement apply to this Project Schedule. Each party agrees that it shall perform its obligations set out in this Project Schedule in accordance with the agreement.

1.3 Unless otherwise defined in this Project Schedule, terms used in this Project Schedule shall have the meaning given to them in the agreement.

2. DESCRIPTION OF PROJECT

[INSERT DETAILED DESCRIPTION OF PROJECT HERE]

3. TERM

The Project shall commence on [the date of execution of this Project Schedule by the parties **OR** [INSERT DATE]] and, unless terminated earlier in accordance with the agreement, shall continue until [INSERT DATE] (**Project Period**).

4. INPUTS

The parties shall each provide the following Inputs in relation to the Project, in accordance with the following timeframes (if any):

Input	THE COUNCIL	NETWORK	Timeframe
[INCLUDE DESCRIPTION OR SPECIFICATION]			

5. CHARGES

The Charges that each party shall pay the other are as follows:

THE COUNCIL	NETWORK
[SPECIFY]	[SPECIFY]

6. INVOICING PROCEDURE

[SPECIFY ALTERNATIVE INVOICING PROCEDURE]

7. CONFIDENTIAL INFORMATION

The parties agree that the following information shall be Confidential Information (as defined in *Clause 11* of the agreement): [SPECIFY]

8. ADDITIONAL TERMS

[INSERT ANY ADDITIONAL TERMS APPLICABLE TO THE PROJECT].

Part 4

Project Schedule signatures

Signed by for and on
behalf of

**THE MAYOR AND
BURGESSESS OF THE
LONDON BOROUGH OF
BRENT**

Signed by for and on
behalf of

**NETWORK HOMES
LIMITED**

SCHEDULE

1. ROLES AND RESPONSIBILITIES

1.1 To enable the parties to maximise the benefits of their collaboration, each party shall undertake the roles and responsibilities in relation to the Project set out in this Schedule.

1.2 The parties acknowledge and agree that:

1.2.1 up to the date of this agreement they have made the respective financial contributions in respect of the Project set out in this Schedule

1.2.2 during the period of this agreement , they shall make the respective financial contributions in respect of the Project set out in this; and

1.2.3 the contributions made and referred to in this Schedule shall be accounted for in respect of the Project expenditure incurred and required to be incurred by the parties under any legally binding contractual arrangements for the Project which supersede the arrangements of this agreement.

1.2.4 The activities undertaken and contributions made by the parties during the period of this Project shall be monitored and planned at quarterly review and reporting meetings to be attended by the parties.

1.2.5 The parties acknowledge that where the GLA or other third party is contributing funding to the Project, the parties shall comply with the conditions of such funding.

(1) THE COUNCIL

PLEASE LIST HERE

(2) NETWORK

PLEASE LIST HERE

SCHEDULE

ADDITIONAL STATUTORY OBLIGATIONS

SCHEDULE 2

PROPOSED PROJECTS

The Parties have identified the following Projects on which they intend to collaborate under the terms of this Agreement:

A. Kilburn Square Estate, incorporating:

- a. Site 1 – Clinic and 13-15 Brondesbury Road (located on the southern boundary of the Kilburn Square Estate) where the building formerly used by the NHS can be demolished to provide between 120 – 150 new-build homes.
- b. Site 2 – Victoria Road (located on the north western boundary of the Kilburn Square Estate) where under-utilised open space can be rationalised to provide approximately 45 – 60 new build homes.
- c. Site 3 – Nursery/Maisonettes Site (located on the northern boundary of the Kilburn Square Estate) where 6 existing units, a nursery and a disused semi-basement car park can be demolished to provide approximately 50 – 70 new build homes.
- d. Site 4 – Brondesbury Road car park (located adjacent on the southern boundary the Kilburn Square Estate adjacent to Morland House) where a car parking court can be rationalised to provide approximately 15 - 22 new build homes.

B. Windmill Court, Shoot Up Hill, where potentially between 40 and 70 new homes can be delivered on under-utilised open space and potential demolition of an existing car park.

C. Watling Gardens, Shoot Up Hill, incorporating:

- a. 1 – 10 Watling Gardens where approximately between 50 and

70 new homes can be delivered through the demolition of existing single storey bungalows on the south west corner of the estate. A particular aim at Watling Gardens is to provide rented housing for older people in some form.

- b. Claire Court, Shoot Up Hill, where between 60 and 80 new homes can be delivered through the demolition of a large podium covered parking areas and two existing residential blocks.


SCHEDULE 3

COMMERCIALLY SENSITIVE INFORMATION

The Parties have agreed that the following information shall be designated as commercially sensitive information and shall be exempt from disclosure under requests made pursuant to the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004:

[to be updated from time to time by consent of both Parties]

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 Brent	Cabinet 9 th March 2020
Report from Strategic Director, Regeneration & Environment	
Uxendon Manor Primary School Expansion Project	

Wards Affected:	Kenton
Key or Non-Key Decision:	Key
Open or Part/Fully Exempt: (If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)	Part Exempt - Appendix 1 is not for publication as it contains the following category of exempt information as specified in Paragraph 3, Schedule 12A of the Local Government Act 1972, namely: "Information relating to the financial or business affairs of any particular person (including the authority holding that information)."
No. of Appendices:	One Appendix 1: Cost Appraisal (exempt)
Background Papers:	None
Contact Officer(s): (Name, Title, Contact Details)	Jas Yembra, Capital Project Manager Property & Assets, Regeneration & Environment Email: j.as.yembra@brent.gov.uk Tel: 020 8937 2379 Neil Martin, Interim Capital Programme Manager Property & Assets, Regeneration & Environment Email: neil.martin@brent.gov.uk Tel: 020 8937 4203

1.0 Purpose of the Report

1.1 This report provides an update on the current position of the expansion project at Uxendon Manor Primary School. It also requests approval of the virement of a sum of £6.0m to increase the project budget, notes a revised procurement strategy and the intention to pursue the claim through a commercial settlement against the contractor's Parent Company Guarantee (PCG) for such losses and costs as have arisen as a result of the original contractor's default.

2.0 Recommendation(s)

That Cabinet:

2.1 Note the background and current project position as set out in paragraphs 3.1 – 3.8 and the way forward in paragraphs 3.9 – 3.12.

- 2.2 Note the increased forecast project costs of £17.3m as set out in paragraph 4.1 as a result of the original contractor failure and the proposed resolution.
- 2.3 Approve the virement of the sum of up to £6.0m from the basic need capital grant to this project as set out in paragraphs 4.1 – 4.4 to meet the increased forecast project costs.
- 2.4 Note that it is intended that such losses and costs, including the costs of re-procurement that have arisen as a result of the original Contractor's default of its obligation, will be pursued to the extent possible under the Parent Company Guarantee. This value stands at £6.3m and is set out in paragraph 4.6.
- 2.5 Note that subject to Recommendation 2.3 above the Strategic Director of Regeneration & Environment in consultation with the Cabinet Members for Schools, Employment and Skills would approve the award of a Medium Value Works Contract as set out in section 5.1.

3.0 Background and Proposed Way Forward

Background

- 3.1 On 26 January 2017, the Council entered into a design and build contract with Lakehouse Contracts Limited ("Lakehouse") for Uxendon Manor Primary School as part of the Phase 3 Primary School Expansion Programme. This contract was subsequently executed on 15 January 2018 at a value of £6.5m.
- 3.2 On 8th October 2018, sectional completion of the new buildings was due to be delivered and external areas on 8th February 2019. However, there were significant contractor delays resulting in sectional completion not being achieved. On 9th October 2018, the Council made financial deductions (Liquidated and Ascertained Damages ('LADs')).
- 3.3 In November 2019, the contractor significantly reduced activity on site and effectively stopped work on site in December 2018 without completing the project. The original expansion project included three areas of new build which consisted of a new reception classroom block, hall and the main teaching block. The new reception classroom block has been completed and is operational. The new hall and main teaching block are built but not sufficiently complete to be occupied.
- 3.4 In February 2019, Cabinet approved the termination of the Lakehouse contract on the basis of the Contractor failure. On 11th March 2019, the Contractor then went into administration. On 14th March 2019, the Council subsequently terminated the contract in order to allow Chief Officers to award contracts under Delegated Authority to other contractor(s) to complete the previously contracted works.
- 3.5 In April 2019, the Council awarded an Enabling Works Agreement Contract to John Graham Construction Ltd ("Grahams") in order to start the process of completing the works. This contract included securing the site, preventing further deterioration of the building and undertaking detailed surveys to assess condition. It was expected that these surveys would form the basis for the scope

of works necessary to complete the project. On completion it became clear that they only specified defective works.

- 3.6 In June 2019, the Council awarded a two stage Design & Build Contract to Grahams. In the first Pre-Construction Services Agreement (PCSA) stage Grahams were to complete any design and procurement work needed in order to provide a fixed price to complete all the construction work. On 20 August 2019, the Council received Grahams contractor proposals (CP) to complete the project at a fixed price. This is detailed in paragraph 3.5, Table 1 of Appendix 1. The submission did not contain sufficient detail to allow the Council's cost consultants to validate the costs and fully advise on value for money.
- 3.7 Limited design information was provided by Grahams and as no detailed schedule of works had been requested in the PCSA it had not been provided. This meant that the price was unable to be validated and therefore the Council was unable to recommend this CP should be accepted. In addition, the price was extremely high in relation to the original and outstanding value remaining on the contract.
- 3.8 The PCSA period (running up to the proposed contract award date) was extended by six weeks to mid-October 2019 to enable greater client team review and a revision of the PCSA deliverables to obtain further clarity from Grahams. This did not produce the desired outcome and led the Council to appoint a designer to prepare a detailed schedule of works and drawings to enable a new procurement exercise to take place.

Proposed Way Forward

- 3.9 Contract Standing Order 86 (e) permits the Council to enter into a contract with powers delegated to Chief Officers for Low to Medium Value Works contracts (under £5m).
- 3.10 The two procurement options considered include either an Open Tender or a mini competition from a framework. Given the time restrictions and the need to appoint a contractor by March 2020 in order to deliver the project, it was deemed a framework would be the most suitable route. The Fusion 21 Lot 2b framework (which has 24 suppliers) offers the most appropriate mechanism to procure a contractor. This is an education lot where suitable suppliers were appointed to the framework following an evaluation process. Lot 2b allows for the supplier to take responsibility for design work.
- 3.11 On 11th December 2019, expressions of interest were invited from the 24 suppliers on the Fusion 21 Framework and on 19th December 2019, six expressions of interest were confirmed. On 23rd December 2019, the six contractors that confirmed their interest were then invited to tender.
- 3.12 On 19th December 2019, in accordance with Standing Order 86(e), the Strategic Director of Regeneration & Environment approved the invitation of tenders in line with powers delegated to them. The table below sets out the pre-tender considerations (in accordance with Standing Order 89) for this opportunity.

Ref.	Requirement	Response
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Ref.	Requirement	Response																		
(i)	The nature of the services	Construction works to complete the expansion project at Uxendon Manor Primary School																		
(ii)	The estimated value.	Medium value works contract (£250,000-£5,000,000)																		
(iii)	The contract term.	18 th March 2020 to 08 th December 2020. A further 12 months for the defects liability period.																		
(iv)	The tender procedure to be adopted.	Mini Competition call-off from Fusion 21 Construction Works & Improvements Framework (Lot 2b)																		
(v)	The procurement timetable	Indicative dates are:																		
		EOI Issue Date	11 th December 2019																	
		Expressions of interest returned	18 th December 2019																	
		Interested Suppliers confirmed	19 th December 2019																	
		Invite to tender	23 rd December 2019																	
		Deadline for tender submissions	3 rd February 2020 Extended to 14 th February 2020																	
		Panel evaluation	14 th February 2020 - 2 nd March 2020																	
		Governance	13 th January 2020 – 17 th March 2020																	
		Publish Key Officers Decision	18 th March 2020																	
		Contract Award	25 th March 2020																	
		Start on site date	30 th March 2020																	
		Completion of Teaching Block and Main Hall	29 th July 2020																	
		Completion of Link Corridor	10 th August 2020																	
		Completion of External Works	8 th December 2020																	
(vi)	The evaluation criteria and process.	<table border="1"> <thead> <tr> <th>Technical / Quality</th> <th>Area weighting</th> <th>Overall weighting</th> </tr> </thead> <tbody> <tr> <td>Q1 Delivery</td> <td>30%</td> <td rowspan="7">40%</td> </tr> <tr> <td>Q2 Resources</td> <td>25%</td> </tr> <tr> <td>Q3 Working in a live School Environment</td> <td>15%</td> </tr> <tr> <td>Q4 Quality Monitoring</td> <td>13%</td> </tr> <tr> <td>Q5 Traffic Management</td> <td>7%</td> </tr> <tr> <td>Q6 Social Value</td> <td>10%</td> </tr> <tr> <td>Total for Quality/Technical</td> <td>100%</td> </tr> </tbody> </table>	Technical / Quality	Area weighting	Overall weighting	Q1 Delivery	30%	40%	Q2 Resources	25%	Q3 Working in a live School Environment	15%	Q4 Quality Monitoring	13%	Q5 Traffic Management	7%	Q6 Social Value	10%	Total for Quality/Technical	100%
		Technical / Quality	Area weighting	Overall weighting																
		Q1 Delivery	30%	40%																
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		Q4 Quality Monitoring	13%																	
		Q5 Traffic Management	7%																	
		Q6 Social Value	10%																	
		Total for Quality/Technical	100%																	

Ref.	Requirement	Response		
		Commercial - Cost	Area weighting	Overall weighting
		Commercial (Price)	100%	60%
		Total		100%
(vii)	Any business risks associated with entering the contract.	No specific business risks are considered to be associated with entering into the proposed contract.		
(viii)	The Council's Best Value duties.	The Council has a duty under Best Value to secure cost-effective and efficient services that meet the needs of the Borough's customers. This will be achieved through inviting bids from all suppliers on the identified framework lot and awarding the contract based on Most Economic Advantageous Tender		
(ix)	Consideration of Public Services (Social Value) Act 2012	Under the Fusion 21 framework social value needs to be part of the quality criteria. 10% of the quality evaluation criteria is assigned social value. See section 9 below.		
(x)	Any staffing implications, including TUPE and pensions.	See section 7.0 below.		
(xi)	The relevant financial, legal and other considerations.	See sections 4.0 and 5.0 below.		

4.0 Financial Implications

4.1 The forecast value to complete the expansion project is £17.3m as outlined in the table below and in more detail in paragraph 4.1, table 2 in Appendix 1. The current approved project budget is £11.3m.

Forecast Expenditure Description	Cost (£m)
Construction	15.1
Professional Fees	1.7
Surveys	0.0
Statutory Costs	0.1
FF&E & ICT	0.4
Total	17.3
Project Budget	11.3
<i>Virement required</i>	<i>6.0</i>

4.2 The total estimated costs for the project have increased over the approved project budget as a result of Lakehouse's non completion of the works. Cabinet approval is required to increase the budget. It is proposed this will be funded from the Basic Need Programme Budget.

4.3 For the period 2011 – 2020, the Council has been allocated a total of £164.1m Basic Need Capital. After taking into account spend to date and commitments

the remaining budget was assigned to the Secondary School Expansion Programme approved by Cabinet in October 2019.

- 4.4 The impact of transferring the proposed £6.0m from Basic Need Capital would reduce the funding available for the Secondary School Expansion Programme.
- 4.5 As this programme budget has insufficient funding, the Council would need to seek additional funding from sources such as capital contributions from development projects and/or further Basic Need allocations for 2021 and beyond should they be provided to the Council.
- 4.6 The Council has a Parent Company Guarantee for the Lakehouse contract with Sureserve Holdings. A claim is pending against Sureserve Holdings to recover the increased costs arising from non-completion of the original Lakehouse contract. The proposed claim figure is £6.3m and is further detailed in paragraph 4.6 in Appendix 1.
- 4.7 Finance will be involved in the evaluation process to ensure that the bidders for the current construction contract opportunity described in paragraphs 3.9 – 3.12 meet the Council's requirements and are financially viable to enter into this contract on the terms and at the value specified in this report.

5.0 Legal Implications

- 5.1 The Council intends to let the new Construction Contract by way of a Call Off (after mini-competition under a Framework Agreement). The estimated value of such contract is such that it is classed as a Medium Value Contract under the Council's Contract Standing Orders and Financial Regulations (i.e. up to £5M for construction contract purposes). Under Para.9.5.3 (a) of the Scheme of Delegation in Part 3 of the Constitution the Strategic Director of Regeneration and Environment has delegated authority to approve the Council's entry into the Call Off Contract of a Medium Value Contract.
- 5.2 According to Para 24 (Capital Programme) of the Financial Regulations, subject to advice from the Director of Finance, and limits on new Spending at Paras 26 – 29 of the Financial Regulations, the Cabinet may make and approve such virements within the Capital Programme as are necessary to ensure that overall spending is within the resources available, and it can bring forward, delay or stop projects as necessary to achieve this.
- 5.3 Caution is advised as regards the Council's ability to recover the totality of the estimated project costs. There are legal factors that may limit the Council's ability to recover all of these project costs under the PCG such as where not all of the project costs referred to in the report are attributable to the original Contractor's default, to include where additional costs are due to extensions in the scope of the new re-procured Contract that were not within the contemplation of the Council at the time it let the first Construction Contract.
- 5.4 Previous advice from the Council's external Solicitors, Messrs Sharpe Pritchard (in January 2019) suggested that recovery under the PCG ought to be sought after the making good period of the new Construction Contract is completed. This would help the Council quantify the totality of its costs more accurately,

although depending on its financial position, there may be an inherent risk that Sureserve Holdings might be wound up by then. Whilst Sureserve Holdings continues in business, Officers should be mindful that the risk it becomes insolvent or has insufficient assets from which the Council can recover its losses remains and if this were to happen pursuing legal action to enforce the indemnity in the Parent Company Guarantee would be futile.

6.0 Equality Implications

6.1 Members are referred to the Equalities Impact Assessment from previous Cabinet reports as outlined below:

School	Cabinet Meeting date	Item	Appendix
Uxendon Manor Primary School	24 August 2015	5	4

6.2 The proposals in this report have been subject to screening and officers believe that there are no equality implications arising directly out of the proposals.

7.0 Staffing/Accommodation Implications

7.1 Some pupils are currently being taught in temporary accommodation until such time as the permanent accommodation is made ready following completion of the project. As a result, the school is operating with reduced open space and play areas. There is currently sufficient accommodation for pupils at the school.

7.2 Any further delays to the project could lead to the requirement for additional works to maintain/prevent further deterioration to the new buildings before full completion.

8.0 Consultation with Ward Members and Stakeholders

8.1 The Lead Member for Schools has been consulted as part of the drafting of this report.

8.2 The school is a key stakeholder and have been kept regularly informed of the situation.

8.3 Ward members were advised of the contractual position at the time of the last Cabinet report (11th February 2019). Further consultation will take place following the report to Cabinet in March 2020.

Related Document:

Expansion of Uxendon Manor Primary School and Elsley Primary School – Update and Decisions regarding Design and Build Contracts (Cabinet Report, February 2019).

Report sign off:

AMAR DAVE

Strategic Director, Regeneration and Environment

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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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Cabinet
9th March 2020

**Report from the Strategic Director
of Regeneration & Environment**

**Alperton Housing Zone – use of the Council’s compulsory
purchase powers on Abbey Manufacturing Estate, Alperton**

Wards Affected:	Alperton
Key or Non-Key Decision:	Key
Open or Part/Fully Exempt: <small>(If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)</small>	Part Exempt – Appendix 1 is exempt as it contains the following category of exempt information as specified in Paragraph 3, Schedule 12A of the Local Government Act 1972, namely: “Information relating to the financial or business affairs of any particular person (including the authority holding that information)”
No. of Appendices:	Two Appendix 1: Site Plan (exempt) Appendix 2: Equalities Analysis
Background Papers:	None
Contact Officer(s): <small>(Name, Title, Contact Details)</small>	Máire Grogan, Principal Regeneration Officer 028 8937 3390 Maire.Grogan@brent.gov.uk Jonathan Kay, Senior Regeneration Manager 028 8937 2348 Jonathan.Kay@brent.gov.uk Alice Lester, Operational Director – Regeneration, Growth & Employment 028 8937 6441 Alice.Lester@brent.gov.uk

1.0 Purpose of the Report

1.1 To provide an overview of private developer negotiations to acquire land interests by private treaty on Abbey Manufacturing Estate within Alperton Housing Zone. These negotiations have been unsuccessful in acquiring all required land interests, and in order to assist in delivering comprehensive redevelopment of the site, the developer of the site has asked the Council to use their powers and authorise commencement of the compulsory purchase process.

2.0 Recommendations for Cabinet

Cabinet are asked to:

2.1 Note the background to Alperton Ltd & Alperton Projects 2 Ltd’s (“the developer”) redevelopment proposals for Abbey Manufacturing Estate and the developer’s endeavours to negotiate acquisition of freehold and leasehold interests within the site;

- 2.2 Note the previous in-principle approval given by Cabinet July 2015 to use compulsory purchase powers in Alperton Housing Zone;
- 2.3 Agree in-principle the making of a Compulsory Purchase Order (CPO) pursuant to section 226(1)(a) of the Town and Country Planning Act 1990 on Abbey Manufacturing Estate, subject to a further specific resolution of Cabinet in respect of making, confirming and implementing CPOs, if required;
- 2.4 Agree advancing the preliminary stages of the compulsory purchase process on Abbey Manufacturing Estate, including, but not limited to, land referencing, issuing section 16 of the Local Government (Miscellaneous Provisions) Act 1976 notices (Section 16 notices), engaging, consulting and negotiating with landowners, and preparation of documentation and undertake all matters that the Council might need to undertake to inform a further report to Cabinet to make, confirm and implement the CPO, if required;
- 2.5 Note that the Strategic Director Regeneration & Environment will approve the procurement of additional compulsory purchase support as set out in paragraph 3.13 if required, the cost of which will be indemnified by the developer; and
- 2.6 Delegate authority to the Strategic Director Regeneration & Environment, in consultation with the Lead Member for Regeneration, Property & Planning, to enter into an indemnity agreement with the developer to indemnify the Council for all costs associated with the compulsory purchase process on Abbey Manufacturing Estate.

3.0 Detail

- 3.1 The Council secured GLA Housing Zone designation for Alperton in 2015. Since then, the Council has been working with landowners and developers to enable and accelerate the regeneration of the area, delivering new homes, including affordable homes, new workspace and supporting infrastructure.
- 3.2 In July 2015, Cabinet approved in principle to make CPOs of land interests within the Housing Zones under Planning, Housing and Highways legislation to help bring forward development objectives. This agreement was subject to further reports to Cabinet, seeking approval to make a CPO in respect of specific sites.
- 3.3 As this approval from Cabinet was given over four years ago, officers are asking Cabinet to reaffirm the in-principle approval to use the Council's compulsory purchase powers in Alperton Housing Zone, specifically on Abbey Manufacturing Estate, and seek the relevant approvals required to commence the preliminary stages of the compulsory purchase process. A further paper will be brought to Cabinet, if required, seeking approval to make and implement CPO(s) on the site. The site is discussed in further detail below.

Scheme overview

- 3.4 The developer submitted a valid full planning application for the majority of the site in March 2019. The major mixed-use, residential led scheme, proposes 581 new homes, including 18% affordable homes on a per unit basis, 22% on a habitable room basis (agreed as the maximum viable provision of affordable homes on site), new commercial space, improvements to the east-west connectivity across the site, linking to the wider area, all set within a new high quality public realm.

- 3.5 Site allocation BSWSA5 (as allocated in the draft Local Plan, previously allocated as SSA A6) identifies the site (Abbey Manufacturing Estate) for mixed-use redevelopment, to be brought forward as part of a comprehensive redevelopment, rather than individual schemes to make the most efficient use of land.

Negotiations to date

- 3.6 The developer has been acquiring land interests within Abbey Manufacturing Estate in Alperton since 2007, a site comprised of low density, low quality, industrial units.
- 3.7 The site is over 5 acres in size and comprises a number of freehold and leasehold interests. Land ownership fragmentation has been significantly reduced over the past 12 years with the developer acquiring a large number of interests with the view to comprehensively redevelop the site.
- 3.8 Despite protracted negotiations and repeated attempts to contact landowners, a number of interests remain to be acquired (see confidential plan in Appendix 1, provided by the developer), which are key to the delivery of the scheme submitted to the Council's planning department, and for the comprehensive redevelopment of the site as set out in planning policy. The developer has provided evidence of valuations undertaken, associated offer letters to landowners, and a Land Assembly Group (LAG) schedule detailing correspondence between Alperton Ltd, agents and landowners of these outstanding interests to date.

Economic, social and environmental benefits

- 3.9 The full planning application seeks permission for 581 new homes, including 18% affordable homes on a per unit basis, 22% on a habitable room basis, comprising one, two and three bedroom apartments and houses.
- 3.10 The development will support economic growth by incorporating over 1,400 sq.m of modern commercial and affordable workspace, and a pavilion café on the canal edge, creating new jobs and employment space.
- 3.11 The development will transform the public realm in the centre of the Alperton area by improving the quality of the canal frontage and providing public access to the canal side, which is currently inaccessible and unattractive. Opening up access to the canal will encourage people to enjoy the waterfront, and utilise the footpaths and green space along the route for leisure.
- 3.12 The comprehensive redevelopment will help to achieve the regeneration ambitions for Alperton as identified in the draft Local Plan, delivering new homes, including affordable homes, modern employment workspace and new public realm, and reducing conflicts arising between the current industrial uses and neighbouring residential streets.

Next Steps

- 3.13 Subject to Cabinet approval, the first stage of the compulsory purchase process will commence on the site, including land referencing, section 16 notices, landowner negotiations and preparation of documentation required to inform a further report to Cabinet to make CPOs of land interests, if required.

3.14 The developer will continue negotiations with landowners to acquire the outstanding interests on the site by private treaty, but this approval from Cabinet will allow the compulsory purchase process to commence, and run concurrently with private treaty negotiations.

4.0 Financial Implications

4.1 The developer has agreed to underwrite all Council costs relating to the preparation of a CPO. Subject to Cabinet approval, the Council will enter into an indemnity agreement with the developer to continue to indemnify the Council for costs incurred throughout the CPO process. As such, there will be no financial impact on the Council.

5.0 Legal Implications

5.1 The Council has powers to make a compulsory purchase order pursuant to section 226(1)(a) of the Town and Country Planning Act 1990 where the acquisition will facilitate the carrying out of the development, redevelopment or improvement in relation to the land. The Council must be satisfied that the redevelopment, development or improvement is likely to contribute to the achievement of i) promotion or improvement of the economic wellbeing of their area; ii) the promotion or improvement of the environmental wellbeing or their area; iii) the promotion or improvement of the social well-being of their area.

5.2 Compulsory purchase orders must only be made if there is a compelling case in the public interest. The purpose for making the compulsory purchase order must be made justifying the interference with the human rights of those with an interest in the land affected. In particular, the provisions of article 1 of the First Protocol to the European convention on Human Rights and in the case of a dwelling article 8 of the convention.

5.3 The Council must consider why it is necessary to acquire the property interests identified in Appendix 1. These interests are key to the delivery of the proposed scheme, and are located throughout the site so comprehensive redevelopment is not currently feasible.

5.4 The developer will first attempt to acquire the individual freehold interests by private treaty and take into consideration payment of any valid statutory compensation.

5.5 Delivery of the scheme would help deliver the Council's key objectives as set out in the emerging draft Local Plan and in the Borough Plan 2019-2023, with the provision of new homes, including affordable homes, employment and training opportunities throughout the construction programme and job creation through the commercial and affordable workspace in the proposed scheme.

5.6 Additional compulsory purchase support may be required as set out in paragraph 3.13. The contract(s) for such support would be classed as Low Value Contracts under the Council's Contract Standing Orders and Financial Regulations and Chief Officers have authority delegated under Part 3 of the Constitution to procure and award such contracts.

5.7 An indemnity agreement with the developer is proposed to indemnify the Council against the costs of running and implementing a Compulsory Purchase Order, if required. This will seek to minimise the Council's exposure to costs in exercising its compulsory purchase powers. Whilst it is not possible at this stage to accurately

estimate these costs, the main areas of expenditure will be around land acquisition and compensation, running the compulsory purchase process, professional advice including legal, property and valuation or other relevant advice. The costs of formal notice serving, public inquiry and any subsequent legal challenges will also be dealt with through the indemnity agreement.

6.0 Equality Implications

- 6.1 The proposed redevelopment is anticipated to provide social, economic and environmental benefits to Alperton and the wider area (as detailed in Section 3 of this report).
- 6.2 An initial screening Equalities Analysis has been undertaken (Appendix 2) with the limited information officers have at this early stage. The Equalities Analysis will be reviewed regularly throughout the next stage, with a more comprehensive Equalities Analysis provided if a further report to Cabinet seeking authority to make, confirm and implement the CPO, is required.

7.0 Consultation with Ward Members and Stakeholders

- 7.1 Wider consultation events have been held with residents and other local stakeholders, including Ward Members, local schools and other Council departments, on Alperton Housing Zone.
- 7.2 Subject to Cabinet approval, consultation with Ward Members and other Stakeholders will be undertaken specifically relating to the compulsory purchase process.

8.0 Human Resources/Property Implications

- 8.1 Whilst the developer will underwrite the Council's costs, including officer costs, associated with the CPO process, it should be noted that officer time will need to be allocated to the process on a regular basis, including attending meetings with Alperton Ltd and affected landowners, reviewing information submitted and preparing reports.

Related Documents:

Cabinet Report 27th July 2015 - *Wembley and Alperton Housing Zones*

Report sign off:

AMAR DAVE
Strategic Director of Regeneration & Environment

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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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Appendix 2 - EQUALITY ANALYSIS (EA)

POLICY/PROPOSAL:	Alperton Housing Zone – use of the Council’s compulsory purchase powers on Abbey Manufacturing Estate, Alperton
DEPARTMENT:	Regeneration & Environment
TEAM:	Regeneration
LEAD OFFICER:	Maire Grogan
DATE:	10 th January 2020

NB: Please ensure you have read the accompanying EA guidance and instructions

SECTION A – INITIAL SCREENING

1. Please provide a description of the policy, proposal, change or initiative, and a summary its objectives and the intended results.

The Council secured GLA Housing Zone designation for Alperton in 2015. Since then, the Council has been working with landowners and developers to enable and accelerate the regeneration of the area. In July 2015, Cabinet approved in principle to make Compulsory Purchase Orders (CPO) of land interests within the Housing Zones under Planning, Housing and Highways legislation to help bring forward development objectives.

A CPO is a legal function in the UK that allows certain bodies (i.e. Local Authorities) to obtain land or property without the consent of the owner. The Council has compulsory purchase powers under Town and Country Planning Act 1990, The Highways Act 1980 and The Housing Act 1985.

It is proposed to reaffirm the in-principle approval to make and implement CPO(s) within Alperton Housing Zone, specifically on Abbey Manufacturing Estate, and seek other authorities required to commence the preliminary stages of the compulsory purchase process. If private treaty negotiations with landowners are not successful, a further Cabinet report seeking authorities to make and implement a CPO may be required, however this will only be sought as a last resort.

Alperton Ltd & Alperton Projects 2 Ltd have been acquiring land interests within Abbey Manufacturing Estate in Alperton since 2007, a site comprised of low density, heavy industrial units.

Land ownership fragmentation has been significantly reduced over the past 12 years with the developer acquiring a large number of interests with the view to comprehensively redevelop the site. Despite protracted negotiations, a number of interests remain to be acquired (see plan in confidential Appendix 1, provided by the developer), which are key to the delivery of the scheme submitted to the Council’s planning department.

2. Who may be affected by this policy or proposal?

The businesses in the remaining interests, as identified in Appendix 1, may be affected by the compulsory purchase process. Demographic information is not currently known on the remaining interests but will be sought should Cabinet approve advancing the preliminary stages of the compulsory purchase process. Further detail on the remaining interests and the businesses within Appendix 1 will be gathered either through the developer or through

direct engagement from the Council. Businesses and their employees located within the identified site may face uncertainty during the CPO process which may adversely affect their mental health, income and business. Measures can be taken to mitigate any potential adverse impacts through ongoing communication and signposting to any additional support required, as well as following government guidance relating to the compulsory purchase process.

In addition, residents in the adjacent area may be affected as any redevelopment of the site will contribute to the wider regeneration of Alperton creating additional homes, employment space, new public realm and improved connectivity. The development will comprise of 581 new homes (of which 18% will be affordable) including 186 car parking spaces, including disabled parking spaces, and 1,029 cycle parking spaces. Alperton ward has a higher percentage of residents from black, asian and minority ethnic (BAME) backgrounds as well as a higher proportion of households who are unable to speak English compared to Brent as a whole.

3. Is there relevance to equality and the council’s public sector equality duty? If your answer is no, you must provide an explanation.

Yes, there is relevance to the Council’s public sector equality duty.

Under section 149 of the Equality Act 2010, public bodies such as councils must, in the exercise of their functions, have “due regard” to the need to:

- Eliminate unlawful discrimination, harassment and victimisation
- Advance equality of opportunity between people who share a “protected characteristic” and those who do not
- Foster good relations between people who share a protected characteristic and those who do not

The in-principle agreement of CPO will provide opportunity to support the proposed redevelopment of Abbey Manufacturing Estate and contribute to the wider regeneration of Alperton. The proposals for Abbey Manufacturing Estate will be assessed through the planning process which allows public comments and scrutiny by Councillors part of Planning Committee.

The socio-economic benefits of the regeneration will be explored thoroughly, including any benefits that may be secured through the planning system, prior to determining if a further report will be brought to Cabinet to seek authorities to make and implement a CPO, with such authorities only sought as a last resort.

4. Please indicate with an “X” the potential impact of the policy or proposal on groups with each protected characteristic. Carefully consider if the proposal will impact on people in different ways as a result of their characteristics.

Whilst the potential impacts of the businesses in the remaining interests (Appendix 1) are largely unknown, it is believed the wider benefits of the regeneration will have the following impacts.

Characteristic	IMPACT
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	Positive	Neutral/None	Negative
Age	X		
Sex		X	
Race		X	
Disability	X		
Sexual orientation		X	
Gender reassignment		X	
Religion or belief		X	
Pregnancy or maternity		X	
Marriage		X	

5. Please complete **each row** of the checklist with an “X”.

SCREENING CHECKLIST		
	YES	NO
Have you established that the policy or proposal <i>is</i> relevant to the council’s public sector equality duty?	X	
Does the policy or proposal relate to an area with known inequalities?	X	
Would the policy or proposal change or remove services used by vulnerable groups of people?		X
Has the potential for negative equality impacts been identified with this policy or proposal?		X
<p>If you have answered YES to ANY of the above, then proceed to section B. If you have answered NO to ALL of the above, then proceed straight to section D.</p>		

SECTION B – IMPACTS ANALYSIS

1. Outline what information and evidence have you gathered and considered for this analysis. If there is little, then explain your judgements in detail and your plans to validate them with evidence. If you have monitoring information available, include it here.

Under section 149 of the Equality Act 2010, public bodies such as councils must, in the exercise of their functions, have “due regard” to the need to:

- Eliminate unlawful discrimination, harassment and victimisation
- Advance equality of opportunity between people who share a “protected characteristic” and those who do not
- Foster good relations between people who share a protected characteristic and those who do not.

Alperton ward has a higher percentage of residents from black, asian and minority ethnic (BAME) backgrounds as well as a higher proportion of households who are unable to speak English compared to Brent as a whole. There is little equalities information available specifically regarding the proposal at this stage, therefore, subject to Cabinet approval, it is proposed that further information will be collected through the preliminary stages of the compulsory purchase process, as discussions progress with landowners. For now, the impacts of Abbey Manufacturing Estate regeneration plans on the wider community have been assessed rather than the direct impacts on businesses or landowners within the identified area in Appendix 1.

2. For each “protected characteristic” provide details of all the potential or known impacts identified, both positive and negative, and explain how you have reached these conclusions based on the information and evidence listed above. Where appropriate state “not applicable”.

AGE	
Details of impacts identified	Positive – the redevelopment of the site provides an opportunity to improve the public realm and accessibility to the canal for older people.
DISABILITY	
Details of impacts identified	Positive – around 1 in 7 Brent residents have a long-term health problem or disability that limits their day-to-day activities in some way. The redevelopment of the site provides an opportunity to improve the public realm and accessibility to the canal for those with physical impairments. In addition 186 car parking spaces, including dedicated disabled parking spaces, will be provided with the development for new residents.
RACE	

Details of impacts identified	Neutral - Alperton ward has a higher percentage of residents from black, asian and minority ethnic (BAME) backgrounds as well as a higher proportion of households who are unable to speak English compared to Brent as a whole. If there are landowners affected who cannot speak English, interpreters will be provided.
SEX	
Details of impacts identified	Positive – the redevelopment of the site will increase footfall, activity and natural surveillance in the area, increasing feelings of safety.
SEXUAL ORIENTATION	
Details of impacts identified	Neutral - approximately 5% of Brent residents identify as LGB.
PREGANCY AND MATERNITY	
Details of impacts identified	Not applicable.
RELIGION OR BELIEF	
Details of impacts identified	Neutral – 82% of Brent’s residents have a religion.
GENDER REASSIGNMENT	
Details of impacts identified	Neutral – less than 1% of Brent residents are estimated to identify as transgender
MARRIAGE & CIVIL PARTNERSHIP	
Details of impacts identified	Not applicable.

3. Could any of the impacts you have identified be unlawful under the Equality Act 2010?

No.

4. Were the participants in any engagement initiatives representative of the people who will be affected by your proposal and is further engagement required?

It is proposed that further engagement and discussions with those possibly affected by the compulsory purchase process will be undertaken should Cabinet give the approval to proceed with the first stage.

5. Please detail any areas identified as requiring further data or detailed analysis.

Further detail on the remaining interests and the businesses within Appendix 1 and any associated protected characteristics they may have will be gathered either through the developer or through direct engagement from the Council, should Cabinet approve commencing the preliminary stages of the compulsory purchase process.

6. If, following your action plan, negative impacts will or may remain, please explain how these can be justified?

If private treaty negotiations are not successful, a further equalities assessment will be undertaken and any potential impacts assessed against the overarching regeneration aims to assist in determining whether a further paper will be brought to Cabinet report seeking authorities to make and implement a CPO.

7. Outline how you will monitor the actual, ongoing impact of the policy or proposal?

The Equalities Analysis will be reviewed and updated regularly through subsequent stage(s).

SECTION C - CONCLUSIONS

Based on the analysis above, please detail your overall conclusions. State if any mitigating actions are required to alleviate negative impacts, what these are and what the desired outcomes will be. If positive equality impacts have been identified, consider what actions you can take to enhance them. If you have decided to justify and continue with the policy despite negative equality impacts, provide your justification. If you are to stop the policy, explain why.

An analysis of potential impacts on those with protected characteristics has been carried out at this early stage, concluding that there are either positive or neutral impacts. Detailed discussions with landowners potentially impacted by the scheme will assist in reviewing and updating the Equalities Analysis regularly through the next stage when more information is available, and potential impacts on those with protected characteristics updated and mitigating actions implemented, if required.

SECTION D – RESULT

<i>Please select one of the following options. Mark with an "X".</i>		
A	CONTINUE WITH THE POLICY/PROPOSAL UNCHANGED	X
B	JUSTIFY AND CONTINUE THE POLICY/PROPOSAL	
C	CHANGE / ADJUST THE POLICY/PROPOSAL	
D	STOP OR ABANDON THE POLICY/PROPOSAL	

SECTION E - ACTION PLAN

This will help you monitor the steps you have identified to reduce the negative impacts (or increase the positive); monitor actual or ongoing impacts; plan reviews and any further engagement or analysis required.


Action	Expected outcome	Officer	Completion Date
Regularly review the EA and collect updated demographic information, when it becomes available, to understand the potential impacts on people with protected characteristics.	Implement mitigating measures to reduce negative impacts or implement measures to increase the positive impacts of the proposal.	MG	TBC

SECTION F – SIGN OFF

Please ensure this section is signed and dated.

OFFICER:	Maire Grogran, Principal Regeneration Officer, Regeneration 13/01/20
REVIEWING OFFICER:	Natalie Gordon, Equality Officer
HEAD OF SERVICE:	Alice Lester, Operational Director, Regeneration, Growth & Employment

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 Brent	Cabinet 9 th March 2020
	Report from the Strategic Director of Regeneration & Environment
Alperton Housing Zone – use of the Council’s compulsory purchase powers at Grand Union, formerly known as Northfields Industrial Estate	

Wards Affected:	Alperton
Key or Non-Key Decision:	Key
Open or Part/Fully Exempt: <small>(If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)</small>	Part Exempt – Appendix 1 is exempt as it contains the following category of exempt information as specified in Paragraph 3, Schedule 12A of the Local Government Act 1972, namely: “Information relating to the financial or business affairs of any particular person (including the authority holding that information)”
No. of Appendices:	Two Appendix 1: Site Plan (exempt) Appendix 2: Equalities Analysis
Background Papers:	<ul style="list-style-type: none"> ▪ Cabinet 27th July 2015 <i>Wembley and Alperton Housing Zones</i>
Contact Officer(s): <small>(Name, Title, Contact Details)</small>	Máire Grogan, Principal Regeneration Officer 028 8937 3390 Maire.Grogan@brent.gov.uk Jonathan Kay, Senior Regeneration Manager 028 8937 2348 Jonathan.Kay@brent.gov.uk Alice Lester, Operational Director – Regeneration, Growth & Employment 028 8937 6441 Alice.Lester@brent.gov.uk

1.0 Purpose of the Report

- 1.1 To provide an overview of private developer negotiations to acquire land interests by private treaty on the former Northfields Industrial Estate within Alperton Housing Zone, the approximate position of which is shown edged blue on the plan in confidential Appendix 1. These negotiations have been unsuccessful and in order to assist in delivering comprehensive redevelopment of the site, the developer of the site has asked the Council to use their powers and authorise commencement of the compulsory purchase process.

2.0 Recommendations for Cabinet

Cabinet are asked to:

- 2.1 Note the background to St George's ('the developer') redevelopment proposals for the former Northfields Industrial Estate and St George's endeavours to negotiate acquisition of freehold interests within the site;
- 2.2 Note the previous in-principle approval given by Cabinet July 2015 to use compulsory purchase powers in Alperton Housing Zone;
- 2.3 Agree in principle the making of Compulsory Purchase Orders (CPOs) pursuant to section 226 (1) (a) of the Town and Country Planning Act 1990 on the former Northfields Industrial Estate subject to a further specific resolution of Cabinet in respect of making, confirming and implementing CPOs, if required;
- 2.4 Agree advancing the preliminary stages of the compulsory purchase process on the former Northfields Industrial Estate, including, but not limited to, land referencing, issuing notices under section 16 of the Local Government (Miscellaneous Provisions) Act 1976 (Section 16 notices), engaging, consulting and negotiating with landowners, and preparation of documentation and undertake all matters that the Council might need to undertake to inform a further report to Cabinet to make, confirm and implement the CPO, if required;
- 2.5 Note that the Strategic Director Regeneration & Environment will approve the procurement of additional compulsory purchase support as set out in paragraph 3.13 if required, the cost of which will be indemnified by the developer; and
- 2.6 Delegate authority to the Strategic Director Regeneration & Environment, in consultation with the Lead Member for Regeneration, Property & Planning, to enter into an indemnity agreement with the developer to indemnify the Council for all costs associated with the compulsory purchase process on the former Northfields Industrial Estate.

3.0 Detail

- 3.1 The Council secured GLA Housing Zone designation for Alperton in 2015. Since then, the Council has been working with landowners and developers to enable and accelerate the regeneration of the area, delivering new homes, including affordable homes, new workspace and supporting infrastructure.
- 3.2 In July 2015, Cabinet approved in principle to make CPOs of land interests within the Housing Zones under Planning, Housing and Highways legislation to help bring forward development objectives. This agreement was subject to further reports to Cabinet, seeking approval to make a CPO in respect of specific sites.
- 3.3 As this approval from Cabinet was given over four years ago, officers are asking Cabinet to reaffirm the in-principle approval to use the Council's compulsory purchase powers in Alperton Housing Zone, specifically on the former Northfields Industrial Estate, and seek the relevant approvals required to commence the preliminary stages of the compulsory purchase process. A further paper will be brought to Cabinet, if required, seeking approval to make CPO(s) on the site. The site is discussed in further detail below.

Scheme overview

- 3.4 Planning permission was granted for a hybrid planning application in September 2018 for a mixed-use, residential led development to provide 2,900 new homes, of which 35% will be affordable, new commercial and light industrial space, community facilities and leisure space, as well as highway improvement works to Beresford Avenue and improved connectivity across the local area. The 2018 permission was subsequently subject to a non-material amendment in March 2019 (reference 19/0465) which increased the number of homes permitted to 3,030. The first phase of the scheme is now on site. Reserved matters for Phase 2 have been approved.
- 3.5 The former Northfields Industrial Estate, site allocation BSWSA7, is identified for comprehensive redevelopment in the emerging draft Local Plan, which notes the potential need for CPO in later phases to ensure delivery of sites not currently owned by St George.

Negotiations to date

- 3.6 St George acquired the majority of the former Northfields Industrial Estate from SEGRO in January 2017. The site is over 20 acres in size and the vast majority of the site was vacant and cleared at the time of purchase. Despite negotiations over the past two years, and which are ongoing, three freehold interests remain outstanding (see confidential Appendix 1, provided by the developer), which are required for the delivery of comprehensive highway and public realm improvements along Beresford Avenue, required to support the development, and the delivery of phase 5 as per the planning permission.
- 3.7 Though phase 5 of the development is not anticipated to start on site until 2028, associated S278 highway and public realm works are required as part of the planning permission to provide public safety improvements and provision of a shared cycle and pedestrian footpath along Beresford Avenue to Stonebridge Park Station. The shared cycle and pedestrian path requires widening of the current path to 5m, of which just over 2m falls within the boundaries of the three outstanding interests.
- 3.8 The developer has provided evidence of valuations undertaken, correspondence with landowners and agents, and associated offer letters dating back to 2017 for the outstanding interests.

Economic, social and environmental benefits

- 3.9 In addition to providing 3,030 new homes, of which 35% are affordable, the S106 Agreement entered into, in connection with the 2018 permission, agrees significant funding to transport and infrastructure improvements, the provision of employment and training initiatives, as well as sustainability and energy measures.
- 3.10 Unlocking the three remaining units will enable the delivery of improved pedestrian and cycle connectivity between Alperton Station and Stonebridge Park Station, and the delivery of phase 5 of the development, including over 300 new homes. The overall comprehensive redevelopment will help to achieve the regeneration ambitions for Alperton as identified in the emerging draft Local Plan, delivering significant social, economic and environmental benefits as well as providing new homes, including affordable homes, modern employment workspace and new public realm.

- 3.11 The wider development is anticipated to generate approximately £62 million in Community Infrastructure Levy receipts; as well as contribute (from completion) approximately £34 million per annum to the net local spend across the area. In addition, the development will provide significant employment floor space, including a bespoke light industrial hub – the first of its kind in the UK.

Next Steps

- 3.12 Subject to Cabinet approval, the first stage of the compulsory purchase process will commence on the site, including land referencing, issuing section 16 notices, landowner negotiations and preparation of documentation required to inform a further report to Cabinet to make CPOs of land interests, if required.
- 3.13 St George will continue negotiations with landowners to acquire the outstanding interests on their site by private treaty, but in-principle agreement from Cabinet will allow the compulsory purchase process to commence, and run concurrently with private treaty negotiations.

4.0 Financial Implications

- 4.1 St George have agreed to underwrite all Council costs relating to the preparation of a CPO. Subject to Cabinet approval, the Council will enter into an indemnity agreement with the developer to continue to indemnify the Council for costs incurred throughout the CPO process. As such, there will be no financial impact on the Council.

5.0 Legal Implications

- 5.1 The Council has powers to make a compulsory purchase order under section 226 (1) (a) of the Town and Country Planning Act 1990 where the acquisition will facilitate the carrying out of development, redevelopment, or improvement in relation to the land. The Council must be satisfied that the a) that the redevelopment development or improvement is likely to contribute to the achievement of i) promotion or improvement of the economic wellbeing of their area; ii) the promotion or improvement of the environmental wellbeing of their area iii) the promotion or improvement of the social well-being of their area.
- 5.2 Compulsory purchase orders must only be made if there is a compelling case in the public interest. The purposes for making the compulsory purchase order must be made justifying the interference with the human rights of those with an interest in the land affected. In particular, the provisions of article 1 of the First Protocol to the European convention on Human Rights and in the case of a dwelling article 8 of the Convention.
- 5.3 The Council must consider why it is necessary to acquire the property interests identified in Appendix 1. Accordingly, the Developer will be unable to deliver the consented scheme without the acquisition of the freehold interests and property rights within the former Northfields site because these units are required to comprehensively deliver the highway and public realm works and phase 5 of the consented scheme.
- 5.4 The developer will first attempt to acquire the individual freehold interests by way of private treaty and take into consideration payment of statutory compensation.

- 5.5 Delivery of the scheme would help to deliver the Council's key objectives as set out in the emerging draft Local Plan and in the Borough Plan 2019-2023, with the provision of new homes, including affordable homes, employment and training opportunities throughout the construction programme and job creation through the commercial and industrial floorspace provided, including the multi-storey Generator building, and improvements to the highway network.
- 5.6 Additional compulsory purchase support may be required as set out in paragraph 3.13. The contract(s) for such support would be classed as Low Value Contracts under the Council's Contract Standing Orders and Financial Regulations and Chief Officers have authority delegated under Part 3 of the Constitution to procure and award such contracts.
- 5.7 An indemnity agreement with the developer is proposed to indemnify the Council against the costs of running and implementing a Compulsory Purchase Order, if required. This will seek to minimise the Council's exposure to costs in exercising its compulsory purchase powers. Whilst it is not possible at this stage to accurately estimate these costs, the main areas of expenditure will be around land acquisition and compensation, running the compulsory purchase process, professional advice including legal, property and valuation or other relevant advice. The costs of formal notice serving, public inquiry and any subsequent legal challenges will also be dealt with through the indemnity agreement.

6.0 Equality Implications

- 6.1 The proposed redevelopment is anticipated to provide social, economic and environmental benefits to Alperton and the wider area (as detailed in Section 3 of this report).
- 6.2 An initial screening Equalities Analysis has been undertaken (Appendix 2) with the limited information officers have at this early stage. The Equalities Analysis will be reviewed regularly throughout the next stage, with a more comprehensive Equalities Analysis provided if a further report to Cabinet seeking authority to make, confirm and implement the CPO, is required.

7.0 Consultation with Ward Members and Stakeholders

- 7.1 Wider consultation events have been held with residents and other local stakeholders, including Ward Members, local schools and other Council departments, on Alperton Housing Zone.
- 7.2 Subject to Cabinet approval, consultation with Ward Members and other Stakeholders will be undertaken specifically relating to the compulsory purchase process.

8.0 Human Resources/Property Implications

- 8.1 Whilst St George will underwrite the Council's costs, including officer costs, associated with the CPO process, it should be noted that officer time will need to be allocated to the process on a regular basis, including attending meetings with St George and affected landowners, reviewing information submitted and preparing reports.

Related Documents:

Cabinet Report 27th July 2015 - *Wembley and Alperton Housing Zones*

Report sign off:

AMAR DAVE

Strategic Director of Regeneration & Environment

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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Appendix 2 - EQUALITY ANALYSIS (EA)

POLICY/PROPOSAL:	Alperton Housing Zone – use of the Council’s compulsory purchase powers on the former Northfields Industrial estate, Alperton
DEPARTMENT:	Regeneration & Environment
TEAM:	Regeneration
LEAD OFFICER:	Maire Grogan
DATE:	10 th January 2020

NB: Please ensure you have read the accompanying EA guidance and instructions

SECTION A – INITIAL SCREENING

1. Please provide a description of the policy, proposal, change or initiative, and a summary its objectives and the intended results.

The Council secured GLA Housing Zone designation for Alperton in 2015. Since then, the Council has been working with landowners and developers to enable and accelerate the regeneration of the area. In July 2015, Cabinet approved in principle to make Compulsory Purchase Orders (CPO) of land interests within the Housing Zones under Planning, Housing and Highways legislation to help bring forward development objectives.

A CPO is a legal function in the UK that allows certain bodies (i.e. Local Authorities) to obtain land or property without the consent of the owner. The Council has compulsory purchase powers under Town and Country Planning Act 1990, The Highways Act 1980 and The Housing Act 1985.

It is proposed to reaffirm the in-principle approval to make and implement CPO(s) within Alperton Housing Zone, specifically on the former Northfields Industrial Estate, and seek other authorities required to commence the preliminary stages of the compulsory purchase process. If private treaty negotiations with landowners are not successful, a further Cabinet report seeking authorities to make and implement a CPO may be required, however this will only be sought as a last resort.

The developer, St George submitted a hybrid planning application in January 2018 for a mixed-use, residential led development to provide 2,900 new homes, of which 35% will be affordable. The former Northfields Industrial Estate, site allocation BSWSA7 in the draft Local Plan, is identified for comprehensive redevelopment and notes the potential need for CPO of later phases to ensure delivery of sites not currently owned by St George. St George acquired the majority of the former Northfields Industrial Estate from SEGRO in January 2017 however, despite ongoing negotiations, three interests remain outstanding which are essential to the delivery of phase 5 of the development and earlier highway improvement works.

2. Who may be affected by this policy or proposal?

The businesses in the three remaining interests, as identified in confidential Appendix 1, will be affected by the proposed in-principle agreement. Demographic information is not currently known on the three remaining interests but will be sought should Cabinet approve advancing the preliminary stages of the compulsory purchase process. Further detail on the remaining interests and the businesses within Appendix 1 will be gathered either through the

developer or through direct engagement from the Council. Businesses and their employees located within the identified site may face uncertainty during the CPO process which may adversely affect their mental health, income and business. Measures can be taken to mitigate any potential adverse impacts through ongoing communication and signposting to any additional support required, as well as following government guidance relating to the compulsory purchase process.

In addition, residents in the adjacent area will be affected as the three remaining interests are essential to the delivery of public realm and highway improvements along Beresford Avenue and phase 5 of the proposed scheme, delivering approximately 400 new homes.

Alperton ward has a higher percentage of residents from black, asian and minority ethnic (BAME) backgrounds as well as a higher proportion of households who are unable to speak English compared to Brent as a whole.

3. Is there relevance to equality and the council’s public sector equality duty? If your answer is no, you must provide an explanation.

Yes, there is relevance to the Council’s public sector equality duty.

Under section 149 of the Equality Act 2010, public bodies such as councils must, in the exercise of their functions, have “due regard” to the need to:

- Eliminate unlawful discrimination, harassment and victimisation
- Advance equality of opportunity between people who share a “protected characteristic” and those who do not
- Foster good relations between people who share a protected characteristic and those who do not

The in-principle agreement of CPO may impact both those who share a protected characteristic and those who do not. Further equalities analysis will be ongoing throughout the next stage, subject to Cabinet approval, to understand what those impacts may be and how they can be mitigated, when more demographic information is known.

The use of the Council’s powers of compulsory acquisition would be only as a last resort, after private treaty negotiations have been exhausted. The social, environmental and economic benefits of the regeneration will be explored thoroughly, prior to a further Cabinet report seeking authorities to make and implement a CPO.

4. Please indicate with an “X” the potential impact of the policy or proposal on groups with each protected characteristic. Carefully consider if the proposal will impact on people in different ways as a result of their characteristics.

The potential impacts of the businesses in the remaining interests (Appendix 1) are largely unknown at this stage, but will be ascertained should Cabinet approve advancing the preliminary stages of the compulsory purchase process. However, it is believed the regeneration scheme will have the following impacts on the surrounding community.

Characteristic	IMPACT		
	Positive	Neutral/None	Negative
Age	X		
Sex		X	

Race		X	
Disability	X		
Sexual orientation		X	
Gender reassignment		X	
Religion or belief		X	
Pregnancy or maternity		X	
Marriage		X	

5. Please complete **each row** of the checklist with an “X”.

SCREENING CHECKLIST		
	YES	NO
Have you established that the policy or proposal <i>is</i> relevant to the council's public sector equality duty?	X	
Does the policy or proposal relate to an area with known inequalities?	X	
Would the policy or proposal change or remove services used by vulnerable groups of people?		X
Has the potential for negative equality impacts been identified with this policy or proposal?		X
<p>If you have answered YES to ANY of the above, then proceed to section B. If you have answered NO to ALL of the above, then proceed straight to section D.</p>		

SECTION B – IMPACTS ANALYSIS

1. Outline what information and evidence have you gathered and considered for this analysis. If there is little, then explain your judgements in detail and your plans to validate them with evidence. If you have monitoring information available, include it here.

Under section 149 of the Equality Act 2010, public bodies such as councils must, in the exercise of their functions, have “due regard” to the need to:

- Eliminate unlawful discrimination, harassment and victimisation
- Advance equality of opportunity between people who share a “protected characteristic” and those who do not
- Foster good relations between people who share a protected characteristic and those who do not.

Alperton ward has a higher percentage of residents from black, asian and minority ethnic (BAME) backgrounds as well as a higher proportion of households who are unable to speak English compared to Brent as a whole. There is little equalities information available specifically regarding the proposal at this stage, therefore, subject to Cabinet approval, it is proposed that further information will be collected through the preliminary stages of the compulsory purchase process, as discussions progress with landowners. For now, the impacts of the approved regeneration scheme on the wider community have been assessed rather than the direct impacts on businesses or landowners within the identified area in Appendix 1.

2. For each “protected characteristic” provide details of all the potential or known impacts identified, both positive and negative, and explain how you have reached these conclusions based on the information and evidence listed above. Where appropriate state “not applicable”.

AGE	
Details of impacts identified	Positive – the planning permission for the redevelopment of the site includes highway and public realm improvement works along Beresford Avenue, improving accessibility by providing new footpath and cycle paths, crossings, landscaping and relocated bus stops to improve the pedestrian and cycle environment.
DISABILITY	
Details of impacts identified	Positive – around 1 in 7 Brent residents have a long-term health problem or disability that limits their day-to-day activities in some way. The redevelopment of the site provides an opportunity to improve the public realm and accessibility across for those with disabilities, with delineated shared surfaces proposed as part of the highway improvements, allowing for an uninterrupted pedestrian /cycle route from Beresford Avenue up to Stonebridge Park Station.
RACE	

Details of impacts identified	Neutral - Alperton ward has a higher percentage of residents from black, asian and minority ethnic (BAME) backgrounds as well as a higher proportion of households who are unable to speak English compared to Brent as a whole. If there are landowners affected who cannot speak English, interpreters will be provided.
SEX	
Details of impacts identified	Neutral.
SEXUAL ORIENTATION	
Details of impacts identified	Neutral - approximately 5% of Brent residents identify as LGB.
PREGANCY AND MATERNITY	
Details of impacts identified	Not applicable.
RELIGION OR BELIEF	
Details of impacts identified	Neutral – 82% of Brent’s residents have a religion.
GENDER REASSIGNMENT	
Details of impacts identified	Neutral – less than 1% of Brent residents are estimated to identify as transgender
MARRIAGE & CIVIL PARTNERSHIP	
Details of impacts identified	Not applicable.

3. Could any of the impacts you have identified be unlawful under the Equality Act 2010?

5

No.

4. Were the participants in any engagement initiatives representative of the people who will be affected by your proposal and is further engagement required?

It is proposed that engagement and discussions with those possibly affected by the compulsory purchase process will be undertaken should Cabinet give the approval to proceed with the first stage.

5. Please detail any areas identified as requiring further data or detailed analysis.

Further detail on the remaining interests and the businesses within Appendix 1 and any associated protected characteristics they may have will be gathered either through the developer or through direct engagement from the Council, should Cabinet approve commencing the preliminary stages of the compulsory purchase process.

6. If, following your action plan, negative impacts will or may remain, please explain how these can be justified?

If private treaty negotiations are not successful, a further equalities assessment will be undertaken and any potential impacts assessed against the overarching regeneration aims to assist in determining whether a further paper will be brought to Cabinet report seeking authorities to make and implement a CPO.

7. Outline how you will monitor the actual, ongoing impact of the policy or proposal?

The Equalities Analysis will be reviewed and updated regularly through subsequent stage(s).

SECTION C - CONCLUSIONS

Based on the analysis above, please detail your overall conclusions. State if any mitigating actions are required to alleviate negative impacts, what these are and what the desired outcomes will be. If positive equality impacts have been identified, consider what actions you can take to enhance them. If you have decided to justify and continue with the policy despite negative equality impacts, provide your justification. If you are to stop the policy, explain why.

An analysis of potential impacts on those with protected characteristics has been carried out at this early stage, concluding that there are either positive or neutral impacts of the approved scheme on the wider area. Detailed discussions with landowners potentially impacted by the scheme will assist in reviewing and updating the Equalities Analysis regularly through the next stage when more information is available, and potential impacts on those with protected characteristics updated and mitigating actions implemented, if required.

SECTION D – RESULT

<i>Please select one of the following options. Mark with an "X".</i>		
A	CONTINUE WITH THE POLICY/PROPOSAL UNCHANGED	X
B	JUSTIFY AND CONTINUE THE POLICY/PROPOSAL	
C	CHANGE / ADJUST THE POLICY/PROPOSAL	
D	STOP OR ABANDON THE POLICY/PROPOSAL	

SECTION E - ACTION PLAN

This will help you monitor the steps you have identified to reduce the negative impacts (or increase the positive); monitor actual or ongoing impacts; plan reviews and any further engagement or analysis required.


Action	Expected outcome	Officer	Completion Date
Regularly review the EA and collect updated demographic information, when it becomes available, to understand the potential impacts on people with protected characteristics.	Implement mitigating measures to reduce negative impacts or implement measures to increase the positive impacts of the proposal.	MG	TBC

SECTION F – SIGN OFF

Please ensure this section is signed and dated.

OFFICER:	Maire Grogran, Principal Regeneration Officer, Regeneration, 13/01/20
REVIEWING OFFICER:	Natalie Gordon, Equality Officer
HEAD OF SERVICE:	Alice Lester, Operational Director, Regeneration, Growth & Employment

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	<p>Cabinet 9th March 2020</p>
<p>Report from the Strategic Director of Regeneration and Environment</p>	
<p>Brent Bike Hangars</p>	

Wards Affected:	All Wards
Key or Non-Key Decision:	Key decision
Open or Part/Fully Exempt: (If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)	Open
No. of Appendices:	Three Appendix A: Bike hangar product sheet Appendix B: Map of Bike Hangar Location Requests. Appendix C: Bike Hangar Locations 2020 Phase 2.
Background Papers:	Highways Committee Report – 26/10/2016
Contact Officer(s): (Name, Title, Contact Details)	Debbie Huckle Team Leader Safety and Travel Planning 020 8937 5570 Sandor Fazekas Project Development Manager 020 8937 5113

1.0 PURPOSE OF THE REPORT

- 1.1 To seek Cabinet approval to use the Waltham Forest framework, which will enable us to use an additional bike hangar supplier.
- 1.2 To inform Cabinet of the alternative bike hangar arrangements that can be provided and the offer to Brent residents.

2.0 RECOMMENDATION(S)

That Cabinet:

2.1 Delegates authority to the Strategic Director for Regeneration and Environment, in consultation with the Cabinet Member for Environment, to award a contract for bike hangars using the Waltham Forest framework.

3.0 BACKGROUND

3.1 Brent Council is actively promoting sustainable travel and encouraging more residents to cycle and to enjoy the many benefits that cycling brings, including reducing air pollution in the borough.

3.2 Our cycle parking programme is designed to help facilitate modal shift to cycling and it supports the Councils response to the Climate Emergency and tackling poor air quality in Brent.

3.3 Local authorities are expected to make appropriate provision for cycle parking to support targets to increase cycling. In order to fulfil that role effectively, the quality of cycle parking is an important component in providing cycling infrastructure.

3.4 Bike hangars were developed in response to a growing demand for secure on street parking particularly in areas where residents do not have access to private outdoor space. Bikes can block hallways and staircases in some properties and those left on street can be a target for cycle theft. Concerns about secure bike parking can often be a barrier to residents choosing to cycle.

3.5 A bike hangar provides secure, lockable and sheltered parking space for six bikes taking up the area of a parking space. Within the hangar, each bike can be individually locked to a stand. The hangar comes with a gas-sprung door for easy access. More details about bike hangars can be found in appendix A.

3.6 Following a successful trial in 2016, as detailed in the Highways Committee Cycle Parking report 26 October 2016, we have continued to install bike hangars when funding has been available, we currently have 11 bike hangars installed in the borough and a further 9 will be installed mid-February from phase one of the 2020 programme.

3.7 To date we have 307 requests for bike hangar spaces. The requests originate from 15 different wards, and are predominantly from the south of the borough mainly Kilburn and Queens Park wards although we have recently seen a rise in the number of requests from residents in Kensal Green, Willesden Green and Brondesbury Park. The map in Appendix B shows the requests received for bike hangars.

3.8 At present the majority of bike hangars are located at sites where there has been minimal impact in reducing on street car parking capacity such as single yellow lines but as this is now limiting location choices, we will be considering using parking bays too as this would only result in the loss on a single on-street parking space.

- 3.9 Bike hangars can also be provided on Brent Housing managed estates and officers will be working with residents and ward councillors to identify suitable locations for inclusion in a future programme.
- 3.10 In November 2019 Brent submitted a request for funding from Transport for London (TfL) and was subsequently awarded £159,257 to implement 63 Sheffield stands around stations and 38 bike hangars at various locations around the borough. Brent was awarded this funding on the stipulation that the bike hangars will be installed by 31st March 2020. Appendix C lists the locations for phase two of the 2020/21 programme where we propose to install the 38 bike hangars in 34 locations, subject to consultation.
- 3.11 In December, after being awarded funding from TfL, officers contacted Cyclehoop Ltd (our current bike hangar supplier) and we were informed that as they are experiencing an influx of demand they could not guarantee the delivery of the 38 bike hangars by 31st March. If the council were not able to have the bike hangars installed by this date, TfL have advised that they would withdraw the funding for 2019/20 as no extension will be granted.

4.0 DETAILS

- 4.1 Having reviewed the situation, officers agreed it would be in the Council's best interest to sign up to the Waltham Forest Framework. With the growth in demand for secure on-street cycle parking, there is now more than one bike hangar contractor that can supply, maintain and manage the hangars. By signing up to the Waltham Forest Framework this will provide us with the opportunity to use an additional contractor Falco UK Ltd who have informed us that they would be able to deliver the new cycle hangers within the timeframe required for the TfL funding.
- 4.2 Commissioning Falco UK Ltd to supply bike hangars would result in the following advantages:
- We would be able to deliver phase two of the 2019/20 bike hangar scheme on schedule, as per TfL stipulation, therefore holding on to the external funding provided.
 - The bike hangars have a more inclusive design, and as a result, a more varied range of residents will be able to apply for a space. This is because they accommodate residents with non- standard cycles, such as upright, Dutch style bikes and bikes with children's seats.
 - The bike hangars are more secure. Cycle Hoop have experienced some issues with their bike hangars being targeted by vandals and the locks destroyed, with bikes reported stolen. Falco's bike hangar have a different designed lock which make them more secure.

- The bike hangars have been designed with branding and marketing in mind. Unlike the Cycle Hoop hangars, the council could brand the Falco hangars with Brent's logo and details (www.brent.gov.uk/cycling).
 - Ability to deliver and install all cycle hangars within the required timeframe.
- 4.3 To ensure we meet the TFL deadline officers are progressing with the consultation process. The documents were sent to Ward Councillors on 17th January 2020 and posted to local residents and uploaded onto the consultation portal on 27th January 2020. The consultation closing date is 21st February 2020. This will enable officers to determine suitable locations for future installation.
- 4.4 If we receive support for all 38 phase two locations this will result in an additional 228 secure cycle parking spaces being available for residents.
- 4.5 Each bike hangar with Falco UK LTD costs £3,283. Delivery and installation costs £1,150 per three units. Key management per cycle space is £35. Service and maintenance per unit is £200 (for two site visits per year).
- 4.6 Each bike hangar supplied by Cycle Hoop costs £3420. Delivery and installation costs £1200 per three units. Key management per cycle space is £25. Service and maintenance per unit is £432.
- 4.7 To encourage resident uptake, the council, at present and following previous approval by the Highways Committee, subsidises every space with 50%. This brings the cost to residents down to £36 with Cycle Hoop, for the first three years. After three years the costs rises to £72 (including VAT) per annum, per space.
- 4.8 If residents surrender their space over the three-year period, the subsidised rate is passed on to other users until expiry of the maintenance agreement.
- 4.9 Table 1 summarises and compares the annual rental/maintenance costs between Cycle Hoop and Falco UK LTD.

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<u>Cycle Hoop</u>		<u>Falco UK LTD.</u>	
<u>Zero Subsidy model</u>	<u>Part-Subsidised model</u>	<u>Zero Subsidy model</u>	<u>Part-Subsidised model</u>
Users to pay an annual rental fee (including VAT): £72	Users to pay an annual rental fee (including VAT): £36	Users to pay an annual rental fee (including VAT): £60	Users to pay an annual rental fee (including VAT): £30
Users to pay a key deposit: £25	Users to pay a key deposit: £25	Users to pay a key deposit: £35	Users to pay a key deposit: £35
Annual cost to Brent Council: £0	Annual cost to Brent Council: £36 per space x 6 spaces = £216 per year per Hangar	Annual cost to Brent Council: £0	Annual cost to Brent Council £30 per space x 6 spaces = £180 per year per hangar

4.10 Tables 2 and 3 summarise and compare costs between Cycle Hoop and Falco UK LTD over one and three years for the delivery of bike hangars in 2020/21.

4.10.1 Cycle Hoop:

Bike Hangars	Subsidy 1 space	Subsidy 6 spaces (1 hangar)	Subsidy 38 hangars 1 year	Subsidy 38 hangars 3 years
38	£36	£216	£8,208	£24,624

4.11.2 Falco UK LTD:

Bike Hangars	Subsidy 1 space	Subsidy 6 spaces (1 hangar)	Subsidy 38 hangars 1 year	Subsidy 38 hangars 3 years
38	£30	£180	£6,840	£20,520

5 FINANCIAL IMPLICATIONS

- 5.1 Brent Council was awarded £159,257 of funding by TfL to implement 63 Sheffield stands around stations and 38 bike hangars at various locations around the borough.
- 5.2 The cost to supply, install and manage the 38 bike hangars can be fully met from the TfL allocation for cycle parking. This includes the rental subsidy for the first three years.
- 5.3 To help meet future increasing demand officers are planning to apply for S106 developer contributions and explore the opportunities to use TfL Local Implementation Plan and Housing Revenue Account (HRA) funding.
- 5.4 The Council are responsible for paying for any repair costs that are the result of vandalism. This is thought to be a minimal amount and can be paid for from LIP funding. Since the first bike hangars were installed in 2016 there has only been one occasion where a bike hangar was broken into and this cost the Council £530.
- 5.5 The supplier is responsible for managing the rentals and costs associated with this, if there is insufficient demand for spaces the Council do not pay for the shortfall.

6 LEGAL IMPLICATIONS

- 6.1 Planning permission for cycle parking facilities is not required under the Town and Country Planning Act 1990.
- 6.2 The Highways Act 1980 permits local authorities to place objects or structures on a highway for the purposes of providing a service for the benefit of the public or a section of the public.
- 6.3 Under paragraph 3.12 of Part 3 of the Council's Constitution, strategic and high level highways and transportation matters which includes decisions which affect four or more wards in the borough are outside the scope of the delegated authority of the Strategic Director for Regeneration and Environment and require a decision by the Cabinet. Approval therefore to award any contract for bike hangars will therefore require Cabinet approval although Cabinet has scope to delegate specific decisions in this regard to the Strategic Director.
- 6.4 Officers have indicated a wish to use the Waltham Forest framework to procure bike hangars. In accordance with Contract Standing Order 86(e)(ii), use of a framework agreement established by another contracting entity must be approved by the relevant Chief Officer who must also confirm that there is sufficient budgetary provision for the proposed call-off contract. Participation in

the framework agreement is also subject to the Director of Legal HR Audit and Investigations advising that participation is legally permissible. Full information has been requested from Waltham Forest regarding the establishment of the framework agreement and once this is received, advice from the Director of Legal HR Audit and Investigations will be sought to confirm that participation is legally permissible. Thereafter approval from the Chief Officer must be sought.

7 DIVERSITY AND EQUALITY IMPLICATIONS

- 7.1 The public sector duty set out at Section 149 of the Equality Act 2010 requires the Council, when exercising its functions, to have due regard to the need to eliminate discrimination, harassment and victimisation and other conduct prohibited under the Act, and to advance equality of opportunity and foster good relations between those who share a protected characteristic and those who do not share that protected characteristic.
- 7.2 There are no diversity implications arising from this report and its recommendations at this time. However, an Equality Assessment will be carried out for any future proposals for cycle parking facilities after the consultation with all affected residents, businesses and other stakeholders.
- 7.3 An Equalities Assessment will be also included in the Delegated Authority decision for approval by the Head of Highways and Infrastructure in providing new cycle parking facilities.

8 STAFFING / ACCOMMODATION IMPLICATIONS (IF APPROPRIATE)

- 8.1 There are no requirements for increased staffing levels or alteration of accommodation.

9 BACKGROUND PAPERS

Appendix A – Bike hangar product sheet

Appendix B – Map of Bike Hangar Location Requests.

Appendix C – Bike Hangar Locations 2020 Phase 2.

Report sign off:

Amar Dave

Strategic Director of Regeneration & Environment.

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FALCO POD



FALCOPOD CYCLE STORES FOR STREET USE AND EBIKES

The FalcoPod is a robust on street cycle parking solution to meet the needs of cyclists who don't have access to private cycle parking facilities.

SPACE EFFICIENT | Fits in a single parking space and houses 6 bikes.

USER FRIENDLY | No need to remove child seats or bike baskets in an ergonomically better space.

SUSTAINABLE | Manufactured from 100% recyclable hot-dip galvanised robust steel to BS EN ISO 1461.

CUSTOMISABLE | Personalise the FalcoPod your way by adding logos, graphics, maps and choose from 192 colours!

E-BIKES | FalcoPod has the option to integrate charging points for the latest eBike designs.

FalcoPod

Falco design is both evolutionary and innovative by nature and the new FalcoPod is no exception. It is a third generation of 'bike hangar' type product building on the pedigree of the original street locker the 'Midi Bike Box'.

FalcoPod - Robust On Street Product

- Robust welded steel framework, 100% recyclable
- Hot dip galvanised to BS EN ISO 1461
- Riveted aluzinc roof sheets
- Single door with integral lock
- Bolt down option with 'floating' feet
- Includes 6 place bike stand

FalcoPod+ - Options and Features

- Want it bigger, customise the size to suit your space
- Powder coat your steelwork in any of the 192 RAL colours
- Solar or mains powered automatic LED lighting
- Add a different locking option such as a fob access system or electronic locks
- eBike charging point (requires mains power feed)



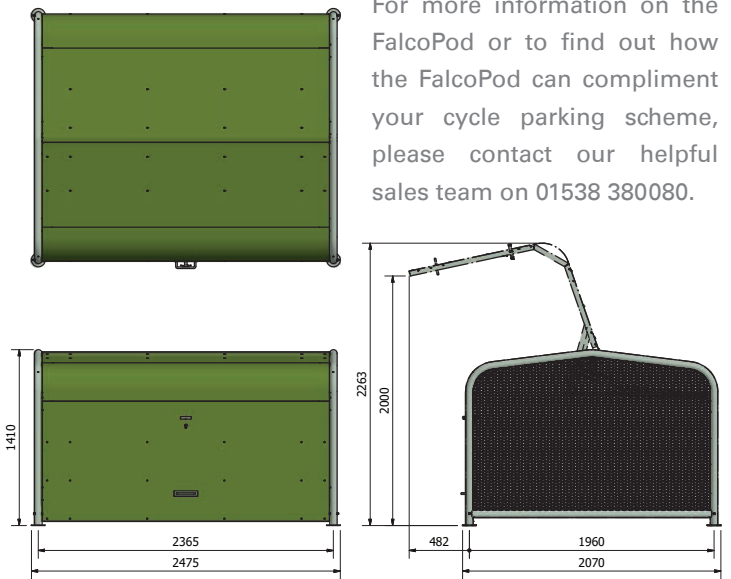
Graphics and Branding Options (steel and glass only)

Make your cycle store stand out and add some creativity by adding graphics or branding to the outer skin.

Have a network? Then why not be innovative and include corporate branding and logos, patterns, maps, themes or photos to your FalcoPod or FalcoPod+ cycle store as demonstrated on the images here!

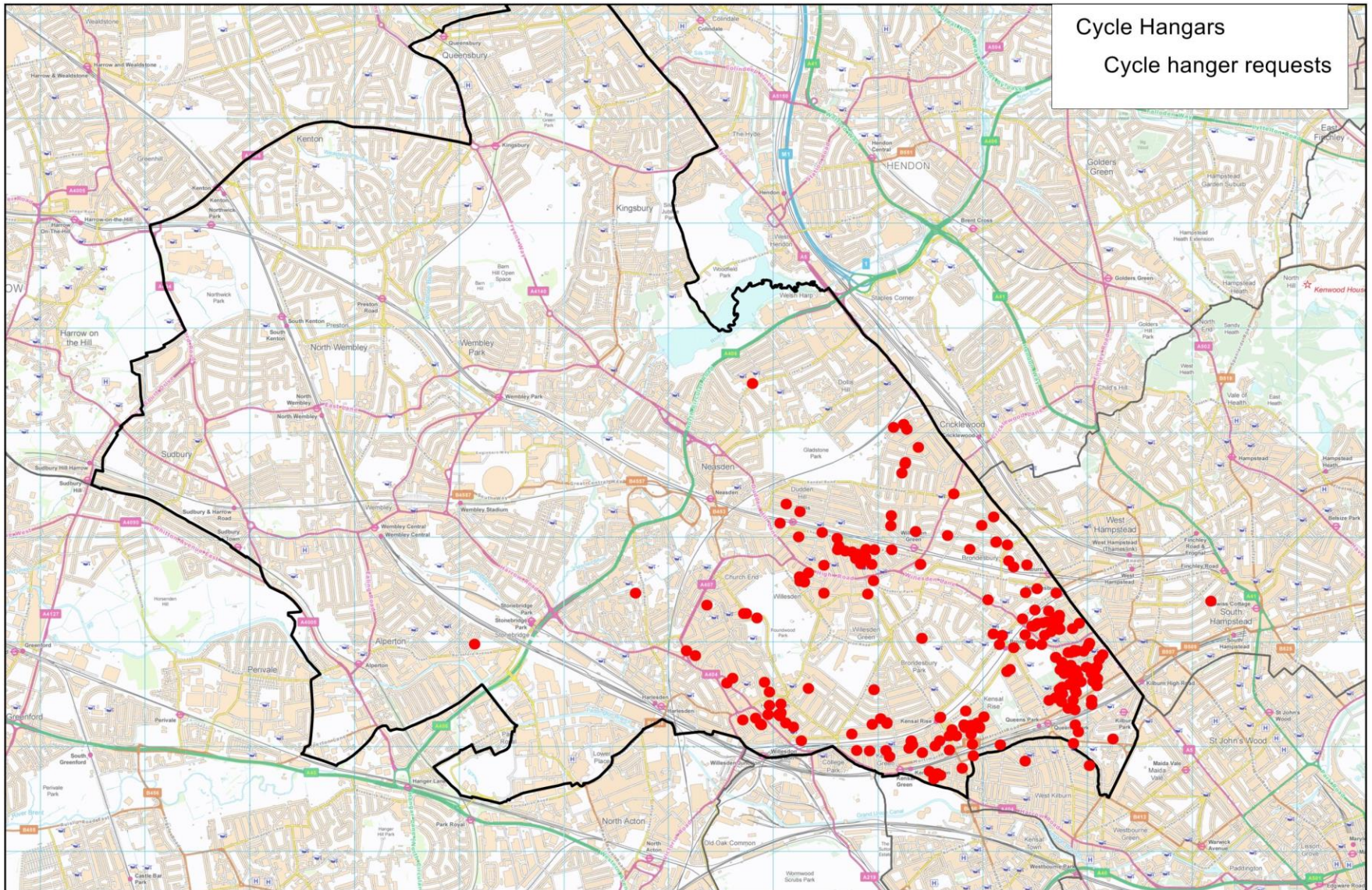
Dimensions

The standard FalcoPod measures 2475mm x 2070mm with a height of 1410mm.



For more information on the FalcoPod or to find out how the FalcoPod can compliment your cycle parking scheme, please contact our helpful sales team on 01538 380080.





Cycle Hangers
Cycle hanger requests




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Appendix C: Bike Hangar locations 2020 Phase Two:

Victor Road (x2)	Kensal Green
Mortimer Road (x2)	Queen's Park
Chapter Road (x2)	Willesden Green
Burns Road	Alperton
Peploe Road	Queen's Park
Churchill Road	Willesden Green
College Road	Preston
Dartmouth Road	Mapesbury
Dewsbury Road	Dudden Hill
Dyne Road	Kilburn
Fortunegate Road	Harlesden
Hardinge Road	Brondesbury Park
Hazel Road	Kensal Green
Hoveden Road	Mapesbury
Ivy Road	Mapesbury
Kilburn Lane	Kilburn
Kimberley Road	Kilburn
Leighton Gardens	Brondesbury Park
Litchfield Gardens	Willesden Green
Lydford Road	Willesden Green
Riffel Road	Dudden Hill
Rucklidge Avenue	Kensal Green
Springfield Avenue	Fryent
St. Paul's Avenue	Willesden Green
Staverton Road	Willesden Green
Stonebridge Park	Stonebridge Park
Tanfield Avenue	Dudden Hill
Tunley Road	Harlesden
Victoria Road	Queen's Park
Wakeman Road	Queen's Park
Whitmore Gardens	Kensal Green
Willesden Lane	Kilburn
Wotton Road	Cricklewood
Windsor Road	Willesden Green

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 Brent	Cabinet 9 th March 2020
Report from the Assistant Chief Executive	
Performance Report, Q3 (Oct – Dec) 2019/20	

Wards Affected:	All
Key or Non-Key Decision:	Key Decision
Open or Part/Fully Exempt: <small>(If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)</small>	Open
No. of Appendices:	1 Appendix A – Corporate Performance Scorecard
Background Papers:	None
Contact Officer(s): <small>(Name, Title, Contact Details)</small>	Pascoe Sawyers Head of Strategy and Partnerships 020 8937 1045 pascoe.sawyers@brent.gov.uk

1.0 Purpose of the Report

- 1.1 This report and the performance scorecard (**Appendix A**) set out the position on the Council’s performance in the third quarter of 2019/20. The content and format of the report and scorecard have been revised to focus primarily on the Council’s new Borough Plan; Building a Better Brent (2019-2023), and its priorities.
- 1.2 The purpose of this report is to provide Cabinet with a corporate overview of performance information linked to the Borough Plan priorities, to support informed decision-making and to manage performance effectively.
- 1.3 The Building a Better Brent plan was agreed by Full Council in early 2019. It provides a strategic picture of where the Council would like to be by 2023 and how it intends to get there. The Borough Plan has five overarching strategic priorities with detailed desired outcomes that will run for the duration of plan. To assist in the delivery of these outcomes, specific key priorities have been identified for each of the four years. These will be known as annual Delivery Plan Priorities.

1.4 The five priorities set out in the Borough Plan and their desired outcomes are as follows:

- Every opportunity to succeed:
 - Improvement in Key Stage results for boys of Black Caribbean heritage
 - Improvement in Key Stage results for looked-after children and care leavers
 - High-level skills achievement
 - Increase in average wage
- A future built for everyone, an economy fit for all:
 - Increase in inward investment achieved via the council
 - Produce our new Local Plan, setting out our vision, priorities and areas for future development in the borough
 - Increase in housing supply
 - Reduction in the number of households in temporary accommodation
 - Keep traffic moving and our roads and pavements in good repair
- A cleaner, more considerate Brent:
 - Improvement in air quality
 - Reduction in illegally-dumped rubbish
- A borough where we can all feel safe, secure, happy and healthy:
 - Reduction in anti-social behaviour, the risk of harm and re-offending
 - Reduction in violent crime, including gang and knife crime
 - Support our most vulnerable adults, enabling them to choose and control the services they receive, to remain independent and lead active lives
 - Improve the health of Brent residents
 - Make Brent a place where culture is celebrated and vibrant
- Strong foundations:
 - Enable more residents to get online
 - Making every pound count
 - Building services around residents and their needs
 - Increase in resident satisfaction
 - Increase in resident involvement

1.5 The Corporate Performance Scorecard (Appendix A) sets out the suite of key performance indicators (KPIs); approved by CMT in August 2019, being monitored corporately. Commentary is mandatory in line with the current performance framework and is included in the scorecard. This applies to all measures that have a Green, Amber or Red RAG rating.

2.0 Recommendation(s)

2.1 Cabinet has been asked to:

- a. Note the performance information contained in this report.
- b. Consider the current and future strategic risks associated with the information provided and agree remedial actions on strategic risks as appropriate.

c. Challenge progress with responsible officers as necessary.

3.0 Detail

3.1 Overall, there are currently 124 key indicators in the Q3 performance scorecard. The format of the scorecard provides a distinct focus on Building a Better Brent priorities and outcomes.

- The first part of the scorecard sets out 52 key indicators linked to the Year 1 Delivery Plan themed priorities. These indicators are presented graphically (2018/19 outturn figures are also provided where available).
- The second part of the scorecard lists 72 key indicators linked to the wider Borough Plan priorities and the Council's 'Internal Business'. These indicators are presented in a 'at a glance format'.

3.2 Of the 52 Year 1 Delivery Plan indicators, 21 are on or above target (Green status), with a further 4 just off target (Amber status), leaving 12 significantly off target (Red status) and 13 indicators are for contextual use.

3.3 There are 72 wider Borough Plan indicators in the Q3 scorecard. 30 are on or above target (Green status), 12 are just off target (Amber status), and 19 are significantly off target (Red status). A further 8 indicators are for contextual use.

3.4 The Corporate Performance team are awaiting data for 3 measures.

3.5 A summary of performance based on Borough plan priorities is set out below.

Building a Better Brent - Year 1 Delivery Plan Indicators

Every opportunity to succeed

3.6 Three indicators were introduced this year to measure the Improvement in Key Stage results for boys of Black Caribbean heritage (BBCH). Two measures focus on fixed-term exclusions throughout the academic year (primary and secondary schools). Q3 data from schools indicates that 28 of 106 pupils excluded for a fixed-term in primary schools are boys of Black Caribbean heritage. This number is lower than last year's comparison of 34 at the end of December 2018. Although the number is slightly lower, this indicator sustains its Red RAG rating from Q2. The Inclusion Support Team are using monthly reports to challenge schools on repeated exclusions of vulnerable groups such as BBCH and SEND.

3.7 Current data from schools indicates that 37 boys excluded for a fixed-term in secondary schools are of Black Caribbean heritage. At the end of the same period last year, 81 were excluded. This is a significant improvement. However, it should be noted that there can be a time-lag in receiving data from schools and therefore this number may change during the coming weeks.

3.8 There has been exceptional progress in securing a significant reduction in the attainment gap for boys of Black Caribbean heritage. The 2018/19 validated data for the end of Key Stage 2 shows significant narrowing of gaps between the attainment of boys of Black Caribbean heritage and all pupils, which now

stands at a 7% difference compared to a 23% difference in July 2018. This is following the first year of the Schools Forum commissioned Raising the Achievement of British Boys of Black Caribbean Heritage in Brent Schools programme. The percentage of boys of Black Caribbean heritage achieving the expected standard in reading, writing and mathematics has increased from 41% in 2018 to 58% in 2019.

- 3.9 Validated Key Stage 4 data is not yet published. It will be included in the Q4 Cabinet Performance Report.
- 3.10 Improvement in Key Stage results for looked-after children (LAC) and care leavers is another priority objective for Brent's Year One delivery plan. The two Key Stage measures cannot be given a RAG rating at present as final data is still pending. The percentage of care leavers in education, employment or training (EET) has dipped slightly from Green (57%) in Q2 to Amber (55%) this quarter. Targeted work between Prospects and Brent Virtual School is ensuring that young people who are NEET are receiving a personalised support package. Partnership work with Barnardo's will enhance this work. It is anticipated that the target will be met by the end of the year.
- 3.11 There are now 7 LAC with a fixed-term exclusion (Key Stage 3 and 4) this academic year to date. The total number of exclusions is 10. This is a rise from only 2 at the end of Q2, but still within the target range of 20 for a RAG rating of Green. More stable school places have contributed to this improved performance during 2019/20. VS will continue to work closely with schools and to develop strong relationships with school leaders to keep these figures low and ensure educational stability.
- 3.12 There has been excellent performance with Employment Outcomes (Brent Works and The Living Room). With an Actual YTD of 191 against a target of 188, the measure has exceeded its target for a third quarter. TLR continues to support the hubs and are now based in 3 Community Hubs. Further progress is expected in Q4 with The Wembley Job Show taking place on the 23rd March 2020. It will aim for 4,000 attendees, raising the profile of jobs, apprenticeships and training throughout the borough.
- 3.13 The Brent Starts Achievement Rate also continues to show strong performance and has achieved a Green RAG rating (Actual YTD of 94.8% against a target of 91%).
- 3.14 Brent Works – Apprentice Outcomes performance has slipped in Q3. With an Actual YTD of 37 against a target of 45, it has a RAG rating of Red from Green in Q2. Only 7 apprenticeships were confirmed during this period. Q3 is historically a slow period for apprenticeships due to provider intake timings. Over 25 apprenticeships are currently being recruited to, meaning the service is on track to achieve the 60 outcomes by the end of the financial year.

A future built for everyone, an economy fit for all

- 3.15 New affordable homes delivered by Brent, Registered providers and private developers, a new indicator for 2019/20 now reports an actual of 238 new properties. The map of projected supply estimates 473 new affordable homes will be completed this financial year with the majority of completions scheduled for Q3 & Q4. The housing service plan commits to completing 50 new council

homes by March 2020. This has been completed by the mid-point this year. A further 20 new homes which will be completed this year.

- 3.16 The timeliness of major planning application decisions continues to perform above target. A focus on committee scheduling and using agreed extensions of time has ensured a continuous improvement of performance since 2017/18. (Actual YTD – 98.7%; Target YTD – 94%). Q3 2019/20 has been the best performing quarter in three years.
- 3.17 The percentage of Category 2 defects repaired on time (non-emergency repairs; response time to make highways/footways safe within 7-20 days) has seen a decline in performance once again in Q3 (49%) in comparison to Q2 (74%) the indicator still has a RAG rating of Red (Actual YTD – 56%, Target – 98%). Actual repairs during the three months in Q3 was 81%, 70% and 40% completed on time. However, work outstanding from previous months and late completions outside the 7 and 28 days has brought the figures down to 58%, 48% and 40%. The contractor has cited resourcing issues as the main reason for poor performance stating fluctuations in the volume and type of reactive work makes it hard to resource effectively.

A cleaner, more considerate Brent

- 3.18 The number of missed bin collections per 100,000 collections has a RAG rating of Red for the second quarter in a row (Actual YTD – 22.6; Target YTD - 20). Severe issues were experienced in July and August largely due to vehicle breakdowns and retaining HGV drivers. This led to a high numbers of bins not being emptied on time. Veolia have since put measures in place including hiring extra vehicles and retaining more drivers. The strategy has seen positive results and the number of missed collections at the end of the quarter were back to normal.
- 3.19 The amount of residual waste collected per household and the percentage of sites with unacceptable levels of litter both have a Green RAG status, (Residual Waste Actual YTD – 322, Target – 360; Litter: Actual YTD – 7%, Target – 8%). The collection of residual household waste indicator has improved in every quarter this year. It is a core contract target for Veolia and continuous education of residents through numerous schemes and social media are helping bring down waste levels.

A borough where we can all feel safe, secure, happy and healthy

- 3.20 Early Help Assessments and reviews completed per 10,000 children continues to have a RAG rating of Red (Actual YTD – 208.6; Target YTD - 265). It is anticipated that this target will be met by end of Q4. The lower number for December is a reflection of the fact that the majority of referrals are from schools and fewer referrals are made in this period. New Brent Family Solutions staff have been recruited and once embedded, assessment numbers are expected to increase for the remainder of the year.
- 3.21 The rate of Initial Child Protection Conferences per 10,000 (Actual YTD – 40.6, Target – 45-55) continues to show good performance in Q3. The measure is currently predicted to fall within the target range for this year. There has been an overall reduction of children on a child protection plan due to a focus on finding safe ways of removing children from child protection plans.

- 3.22 Anti-Social Behaviour incidents (MOPAC Borough Priority) – the Q3 figure of 2,392 incidents shows a decrease in reported incidents for the first quarter this year and is almost 900 less than what was reported in Q2.
- 3.23 Lethal barrel gun discharge incidents (Q3 - 0) and Knife crime victims under 25 (Q3 – 13) are both showing downward trends compared to Q2 this year and Q3 last year. A revised Knife and Violent Crime Action Plan was agreed at the July 2019 SBP with actions around communications and awareness campaigns being implemented. Although the actual number of Knife crime incidents reported in general rose by 27 in Q3, Brent has recorded a year on year reduction of 14% in knife crime offences.
- 3.24 The Violence with Injury (Domestic Abuse incidents) rate is comparable to Brent's position at Q3 last year with 678 reported incidents. In comparison to national trends, this is a positive outcome as many areas are seeing an increase in the number of incidents reported. A revised VAWG action plan has been implemented. Community Safety are working with the police on how we manage early reports and those often declared as non-crime which have an increased risk of escalation to violence with injury.
- 3.25 Both new admissions to residential care homes for people aged 18-64 (Actual YTD – 7, Target – 21) and for those aged 65+ (Actual YTD – 74, Target – 112) have a Green RAG rating. Demand for placements is increasing due to complexity of need, population increases and people living longer with increasingly complex conditions. A challenging target is set to encourage alternative provision. The service continues to manage demand for all services expertly, including residential and nursing placements. Recommendations for all services, including placements, are quality assured by line managers and authorised by a senior manager to ensure they are appropriate. Performance for the Reablement service, a key element of the demand management approach, also continues to show improvement. An actual YTD of 83.6% exceeds the 75% target and therefore has a Green RAG rating.

Strong foundations

- 3.26 Two measures were introduced this year to track how Brent is doing in enabling residents to use online services offered. Data for these measures was only available from June 2019 onwards. The data available highlights mixed performance for these measures. Percentage of Community Hub customers that are more confident in using online services has a RAG status of Amber (Actual YTD – 72%, Target YTD – 75%). This is an improvement of 1% compared to Q2. It is hoped that with continued support at the Hubs, the 75% target for this year will be achieved. The team are currently relying on manual record keeping which is proving to be challenging in capturing all data.
- 3.27 The second new measure; More than 80% of website users can find what they are looking for online as measured by site survey (Actual YTD – 56%, Target YTD – 81%) continues to have a RAG rating of Red. In December, there were a number of issues with some of the third party parking services provided through the site, which led to a drop in customer satisfaction. The majority of third party services provided through the Brent website are managed by suppliers rather than corporately, so Brent do not have control of their functionality. As part of the project to design our new website, the department

will look at how we better integrate third party systems and services to create a seamless user journey through the website redevelopment.

- 3.28 There has been continued strong performance reported with the new Community Hubs' indicators and therefore both have a RAG rating of Green. The number of residents accessing Community Hubs (Actual YTD – 5,690, Target YTD – 2,925) has exceeded expectations. The original target did not factor in the rapid rollout of the other Hubs including Kilburn, which is about 6 months ahead. This has resulted in a considerably higher number of residents accessing the service than what was originally set. The percentage of enquiries at the Community Hubs resolved at the point of contact (Actual YTD – 77%, Target YTD – 75%) also supports the opening of the Hubs and their importance throughout the borough for residents accessing services and guidance.
- 3.29 Partnership and Engagement indicators have once again performed well in Q3 this year. Income to benefit the borough secured by local voluntary groups with CVS support (Actual YTD – £718,491, Target YTD – £375,000) and The number of voluntary sector groups receiving 1-2-1 advice and guidance from CVS (Actual YTD – 168, Target – 143) have both performed positively and achieved RAG ratings of Green. The income secured for Q3 is £347,456 which, is almost equal to Q1 and Q2 combined. This vast increase is due to two organisations having successful lottery applications.

Building a Better Brent - Wider borough plan indicators

Every opportunity to succeed

- 3.30 The percentage of Education, Health and Care Plans (EHCPs) issued in 20 weeks (including exceptions) has reported improved performance and now has a RAG rating of Amber from Red in Q2. (Actual YTD – 86%, Target – 90%). The percentage of EHCPs issued on time has increased this quarter. This is in the context of a rising number of plans being issued since April. A number of different reasons can be a cause of delay in finalising plans, including parents missing appointments with medics, parents wanting more time to consider their options and delays in receiving professionals advice. SENAS will continue to make improvements in efficiency and communication with associated professionals involved in assessments, in response to the increasing number of EHCPs. The new EHCP co-production workstream reporting into the Children's Trust is already delivering better partnership working and more timely inputs into EHCPs.
- 3.31 The percentage of Brent pupils attending a good or outstanding school has increased to 96% in Q3 and receives an Green rating. During Q3, Ofsted judged one secondary school (ARK Elvin Academy) good following its previous inspection judgement of requires improvement. All secondary schools in Brent are now either good or outstanding.
- 3.32 Four further indicators for this priority have performed strongly and have been rated Green:
- Percentage of LAC in education, employment or training (EET) (Year 12 and 13) (Actual YTD – 80.8%, Target – 75%).
 - Number of permanent primary school exclusions (Actual YTD – 0, Target – 0)

- Number of CYP applying for Year 7, 8, 9, 10 and 11 (ages 11-16) not offered a school place within four weeks (Actual YTD – 0, Target – 0)
- Number of LAC with a permanent Exclusion (Actual YTD – 0, Target – 0)

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- 3.33 The percentage of relevant contracts being procured that follow the Brent LLW policy (Actual YTD – 94%, Target – 99%) has reported an improvement in performance but still achieves a Red rating. An on-going review of the contracts register database has resulted in the increase in the number of valid LLW compliant contracts.
- 3.34 The 'percentage of such tenders local businesses were successful in, either outright in being awarded the contract or used within the supply chain of the non-local business' indicator also has now achieved a rating of Green compared to Red in Q2 (Actual YTD – 30%, Target – 30%). The outturn for 2018/19 was 0%. The department have now built in specific questions to capture if a non-local supplier is successful in being awarded the tender opportunity, will they use Brent local businesses as part of their contract delivery. A database is being developed to hold information of suppliers in Brent in addition to setting up events to engage with the local supplier base so they are aware of the future opportunities in Brent.
- 3.35 Two further indicators from the service; Percentage of tenders in which local businesses were invited (Actual YTD – 83%, Target – 70%) and Percentage of tenders in which local businesses were invited and then participated (Actual YTD – 67%, Target – 30%) have both performed well again in Q3 and have received Green ratings.
- 3.36 The average re-let time with minor voids (Actual YTD – 36, Target – 28) continues to perform below target and therefore has been rated Red. The main reasons for below par results are related to challenges within the Lettings Process, the condition of void properties left by residents and delays in advertising properties owing to inaccuracies in property details. The department are working to coordinate all functions in the process including, viewings, pre-void inspections and tenancy audits. They will also be carrying out a review of the minimum void standard and considering approaches that will allow Brent to carry out some minor works, prior to tenants moving out or new tenants moving in. This will reduce the time taken for the works to be completed and therefore the overall letting time.
- 3.37 There has been mixed performance reported against the suite of Housing Needs indicators. Number of Households in temporary accommodation (Actual YTD – 2,097, Target 2,050), has moved from a Green RAG in Q2 to Amber this quarter. The department are confident that although the current total number of households in TA is above the year-end target, a combination of successful prevention and relief of homelessness, and making best use of social housing allocations will result in the overall number of households in Temporary Accommodation reducing in line with the year-end 19/20 target.
- 3.38 There has been a sharp increase in the use of emergency B&B accommodation this quarter, particularly by single homeless people. This has had a huge impact on the Households in non-self-contained B&B measure (Actual YTD – 62, Target – 30). Single households make up 80% of the current occupancy in

shared B&B. This has been due in part to the decanting of Honeypot Lane. The service is focusing on freeing up more Housing Related Support accommodation to move single people out from B&B and into more long-term options.

- 3.39 The number of selectively licensed properties is slightly below target with an actual 8,804 against a target of 9000. It continues to achieve a rating of Amber as per Q1 and Q2.

A cleaner, more considerate Brent

- 3.40 Waste disposal tonnage continues with its RAG rating of Red for Q3. (Actual YTD – 52,526, Target – 15,323). The tonnages reported continue to be impacted by property growth in the borough. The cost for disposal of tonnage in excess of the contract target is met by the Public Realm contractor Veolia so waste minimisation remains a key driver for them. 2019/20 has seen a focus on (No Suggestions) which is a database of what can be recycled and how. An LWARB project is underway focussing on targeted contamination work on a London-wide basis and a West London Waste Authority project is running from late January to March, aimed at increasing the use of the food waste collections.

A borough where we can all feel safe, secure, happy and healthy

- 3.41 The number of active borrowers continues to be rated Red (Actual YTD – 29,656, Target – 35,592) after having good performance reported during 2018/19. A system change in April 2019 has meant that CWB can only track data from Q2 onwards. Closures due to refurbishment at Ealing Road and Kingsbury have also had an impact on this indicator.
- 3.42 There has been continued strong performance reported in Q3 for two Public Health measures. The percentage of successful completions as a proportion of all opiate drug users in treatment (Actual YTD – 7.72%, Target – 6.04%) and The percentage of new birth visits within 14 days (Actual YTD – 95.8%, Target – 95%) both achieve RAG rating of Green.
- 3.43 Three indicators from CYP for this priority have performed strongly and have been rated Green:
- Number of Section 47 investigations (Actual YTD – 1,106, Target – 1,000-1,400).
 - Percentage of S47s completed which led to Initial Child Protection Conference (Actual YTD – 30.1%, Target – 30%)
 - Child Protection rate per 10,000 children (Actual YTD – 35.7, Target – 35-45)

Strong foundations

- 3.44 Three of the four indicators measuring Stage 1 and 2 complaints have a RAG rating of Red whilst the fourth is rated Amber, as they did not meet the target of 100% of cases responded to within timescale. However, year to date performance is highlighting continued improvement in comparison to 2018/19 for both Corporate and Statutory complaints. A mid-year transition from iCasework to the new Complaints Management module within the CRM has meant that some data was not available for reporting. Member Enquiry

response performance remains strong despite increasing volumes. Q2 saw 96% of 1,466 cases responded to in time. 19/20 YTD figure remains slightly below the 18/19 outturn at 96% compared with 97% the previous year.

- 3.45 FOI performance is continuing to exceed the ICO's minimum standard on timeliness and has a Green RAG status again in Q3 (Actual YTD – 93%; Target – 90%).
- 3.46 The Registration and Nationality service income (Actual YTD – £798k, Target YTD – £705k) continues to have a Green RAG rating. The department are driving the service to maximise income using new initiatives; with the introduction of ceremony open days and working with local business partners to offer attractive packages to enhance the customer expectation and using social media advertising campaigns. The team are also working to increase awareness of private citizenship ceremonies and the European Presettlement and Settlement Scheme.
- 3.47 Performance is below target for council tax collections rate; business rates collection and benefit overpayment recovery. (Council Tax Actual YTD – 82.1%, Target YTD – 85.2%; NNDR Actual YTD – 83.3%, Target YTD – 87%) are both rated Amber as per Q2. The Council tax collection rate is lower compared to the same time last year in part due to increases in the collectable debt as new banded properties are sent their bills; over £1.5m in debits fits this category and in addition £580k is awaited from Housing.
- 3.48 The value of Housing Benefits overpayments recovered (Actual YTD - £6.63m, Target YTD - £7.2m) has moved from Amber to Red in Q3. This is £466k behind forecasted projections. In order to close the gap, a number of outbound telephone call campaigns focused on recovery of 2016-2018 debt alongside a review of legal cases are being undertaken to support the objective of reducing the deficit during Q4.
- 3.49 Current rent collected as a percentage of rent due – Performance for Q3 collection is currently at 98.83%, 0.7% below target and is rated Amber. Collections have improved in December and the income team are pushing to increase collections in Q4. The service is confident for the final quarter that collection rates will increase and have now introduced a dedicated visiting day for all officers. On this day, officers will conduct home visits in order to support vulnerable or hard to engage residents in sustaining their tenancy and paying their rent. Performance has been impacted by factors such as long-term staff sickness and cases that are on hold and awaiting tenancy management action. These will be dealt with as a priority.

4.0 Financial Implications

- 4.1 None

5.0 Legal Implications

- 5.1 In Table 3 of Part 3 of the council's constitution, it states that the Cabinet is responsible for formulating and preparing a sustainable community strategy and then submitting the same to Full Council for consideration and adoption or approval. The Sustainable Community Strategy constitutes part of the council's

Policy Framework. The Council's Borough Plan 2019-23, which is its current sustainable community strategy, was agreed by Full Council in 2019.

6.0 Equality Implications

6.1 There are no direct diversity implications. However, the report includes performance measures related to the council's diversity objectives and is part of the framework for ensuring delivery of these key outcomes. Service areas have the responsibility for managing the delivery and performance of their services. Therefore, the service area would also need to consider if a variation in performance could lead to equality implications at a service level.

7.0 Consultation with Ward Members and Stakeholders

7.1 Not applicable.

8.0 Human Resources/Property Implications (if appropriate)

8.1 None

Report sign off:

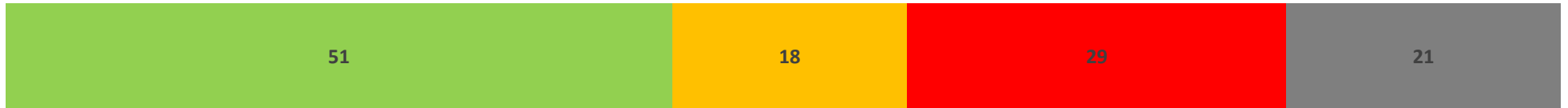
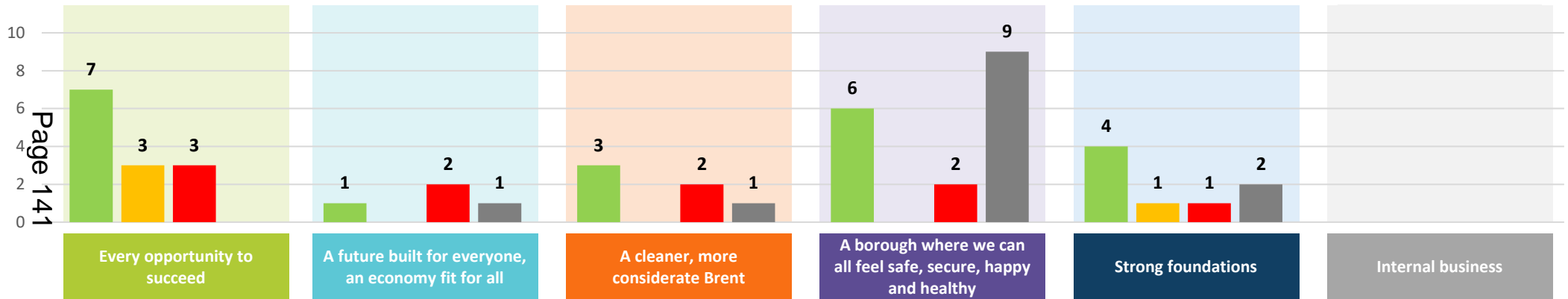
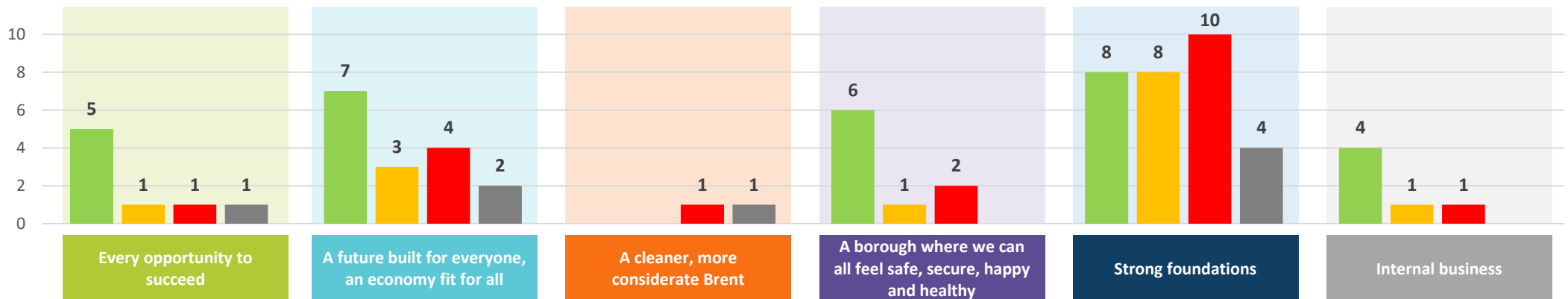
Shazia Hussain

Assistant Chief Executive

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Cabinet - Corporate Performance Report February 2020

Borough Plan Performance Summary – Quarter 3 (October 2019 to December 2019)

All KPIs

KPIs for the Year 1 Delivery Plan

KPIs for Borough Plan Service Delivery Priorities


Cabinet - Corporate Performance Report February 2020

Borough Plan Performance Summary – Quarter 3 (October 2019 to December 2019)

Key for Performance Tables (all priorities)

Unless otherwise defined, performance information is assessed using the following tolerances to give a RAG rating:

Green		At target or exceeding target
Amber		0.01% - 5% outside target*
Red		Greater than 5% outside target*
Contextual		No target set
n/a		Data not available

**please note some indicators are set at a 10% tolerance due to national requirement*

The KPIs covering the Borough Plan service delivery priorities also have an indicator to show how the KPI is performing against target compared to the previous quarter:

▲	Performance has improved since previous quarter
—	Performance is the same as previous quarter
▼	Performance has declined since previous quarter
	Data for previous quarter not available

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Improvement in Key Stage results for boys of Black Caribbean heritage

CYP-INC016
Number of fixed-term exclusions in Brent primary schools (academic year)

Amber		
2018/19 Outturn	Actual YTD	Target YTD
New KPI for 2019/20	106	260

Smaller is better

Comments and Actions
 Comments: In December 2019 there were 15 FTEs, bringing the YTD total to 106. This indicator is currently on trajectory to meet target. However, as there is a time lag in receiving exclusions data from schools, this number could increase.
 Actions: Meetings with Inclusion Support Officers and the Targeted Inclusion Service Manager will be offered to primary schools with a high number of FTEs in the Spring Term.

Lead Member: Cllr Mili Patel Strategic Director: Gail Tolley

CYP-INC017
Number of fixed-term exclusions in Brent primary schools for boys of Black Caribbean Heritage (academic year)

Red		
2018/19 Outturn	Actual YTD	Target YTD
New KPI for 2019/20	28	28

Smaller is better

Comments and Actions
 Comments: The YTD of 28 boys of Black Caribbean Heritage being subject to a fixed term exclusion is lower than last year's comparison of 34 for December 2018 YTD. As there is a time lag in receiving exclusions data from schools, this number could increase. BBCH are over represented in FTE as they represent only 4% of the male school population.
 Actions: Part of a service review is to re-model a post to focus on school inclusion support for BBCH. A monthly multiple exclusions report is used to challenge schools on repeated exclusions of vulnerable groups e.g. BBCH and children with SEND.

Lead Member: Cllr Mili Patel Strategic Director: Gail Tolley

CYP-INC019
Number of fixed-term exclusions in Brent secondary schools (academic year)

Green		
2018/19 Outturn	Actual YTD	Target YTD
New KPI for 2019/20	313	1,200

Smaller is better

Comments and Actions
 Comments: The December 2019 YTD (313) is considerably lower than the December 2018 YTD (548) and indicates that the target will be met. However, this number may increase, as there is a time lag in receiving data from schools.

Lead Member: Cllr Mili Patel Strategic Director: Gail Tolley

CYP-INC020
Number of fixed-term exclusions in Brent secondary schools for boys of Black Caribbean Heritage (academic year)

Green		
2018/19 Outturn	Actual YTD	Target YTD
New KPI for 2019/20	37	130

Smaller is better

Comments and Actions
 Comments: The December 2019 YTD of 37 is significantly lower than the December 2018 YTD comparison (81). However, as there is a time lag in receiving exclusions data from schools, this number could increase. BBCH are over represented in FTE as they represent only 4% of the male school population.

Lead Member: Cllr Mili Patel Strategic Director: Gail Tolley

CYP-SSE003
Reduction in the attainment gaps for boys of Black Caribbean heritage with the national averages for all pupils at Key Stage 2: reading, writing and maths

Green		
2018/19 Outturn	Actual YTD	Target YTD
New KPI for 2019/20	Gap of 7 points	Gap of 15 percentage points

Smaller is better

Comments and Actions
 Comments: The target has been exceeded by eight percentage points because of the significant increase in the proportion of British boys of Black Caribbean heritage attaining the expected standard in reading, writing and mathematics at Key Stage 2 in July 2019. September 2018 to July 2019 was the first year of the Schools Forum funded two-year programme: Raising the Achievement of British Boys of Black Caribbean Heritage in Brent Schools. The percentage rose to 58% from 41% in July 2018, and the gap with the national average fell from -23 percentage points (pcp) to -7pcp. This represents a 70% fall in the size of the gap.

Lead Member: Cllr Amer Agha Strategic Director: Gail Tolley

CYP-SSE004
Percentage of boys of Black Caribbean heritage accessing the nursery education grant childcare free offer (NEG 3 and 4)

Red		
2018/19 Outturn	Actual YTD	Target YTD
New KPI for 2019/20	62.9%	80.0%

Bigger is better

Comments and Actions
 Comments: The reported figure based on Autumn headcount figures for the free entitlement for 3 and 4 year olds measured against the January 2019 Census figures for reception. The proportion of boys of Black Caribbean heritage in the 2019-2020 reception class may, however, be different and a more accurate picture will be known following the school census January 2020. Overall there are under 100 boys of Black Caribbean heritage taking up the entitlement, so small variances have a large impact on the percentage taken up.
 Actions: The local authority will continue to promote free entitlements across the borough and through targeted ward working through the Progress for All project which includes an outreach and home learning component.

Lead Member: Cllr Mili Patel Strategic Director: Gail Tolley

Improvement in Key Stage results for looked-after children and care leavers

CYP-LAC003
Percentage of care leavers (19 -21 year olds) in education, employment or training (EET)

Amber

2018/19 Outturn	Actual YTD	Target YTD
55.0%	55.0%	57.0%

Bigger is better

Comments and Actions
Comments: Improvements have been made in relation to outcomes for care leavers in EET this year, which compares favourably to statistical neighbours and the London average. It is anticipated that the target will be met.
Actions: Targeted work between Prospects and Brent Virtual School is ensuring that young people who are NEET are receiving a personalised support package. Partnership work with Barnardo's commences later this year to enhance this work.

Lead Member: Clr Mili Patel Strategic Director: Gail Tolley

CYP-VSC001
Percentage of Looked After Children achieving 9-4 pass in English and maths at KS4

2018/19 Outturn	Actual YTD	Target YTD
New KPI for 2019/20	15.0%	18.0%

Bigger is better

Comments and Actions
Comments: The 2018/19 results have slightly increased by 1% from the 2017/18 results (14%). (For reference LAC national was 17% in 2017/18.) 18% is the target for the 2019/20 academic year. Weekly group tuition is held in partnership with a local secondary school. The local authority is also holding booster classes during the February 2020 half term and Easter holidays, and PALAC tuition is fully funded by Brent Virtual School via the Pupil Premium grant. This is a bespoke 1:1 tutoring offer, in partnership with the University of London.

Lead Member: Clr Mili Patel Strategic Director: Gail Tolley

CYP-VSC002
Percentage of Looked After Children reaching the expected standard in reading, writing and maths at KS2

2018/19 Outturn	Actual YTD	Target YTD
New KPI for 2019/20	20%	35%

Bigger is better

Comments and Actions
Comments: The 2018/19 results are the same as for academic year 2017/18 (20%). 35% is the target for the 2019/20 academic year; LAC National for 2017/18 was 43%. The local authority is holding booster classes during the February half term and Easter holidays. PALAC tuition is also funded, which is a 1:1 tuition programme for Years 5/6.

Lead Member: Clr Mili Patel Strategic Director: Gail Tolley

CYP-VSC006
Looked After Children's school attendance KS3 and KS4 (Secondary) (academic Year)

Amber

2018/19 Outturn	Actual YTD	Target YTD
New KPI for 2019/20	87.8%	88.0%

Bigger is better

Comments and Actions
Comments: Performance is in line with the target.
Actions: Regular meetings are held between Virtual School and LAC and permanency managers to analyse data and put joint strategies in place, including the attendance policy being actioned by individual schools. Children's names and attendance are discussed in order to come up with individual interventions on a case by case basis.

Lead Member: Clr Mili Patel Strategic Director: Gail Tolley

CYP-VSC013
Number of looked after children with a fixed-term exclusion KS3 & KS4 (academic Year)

Green

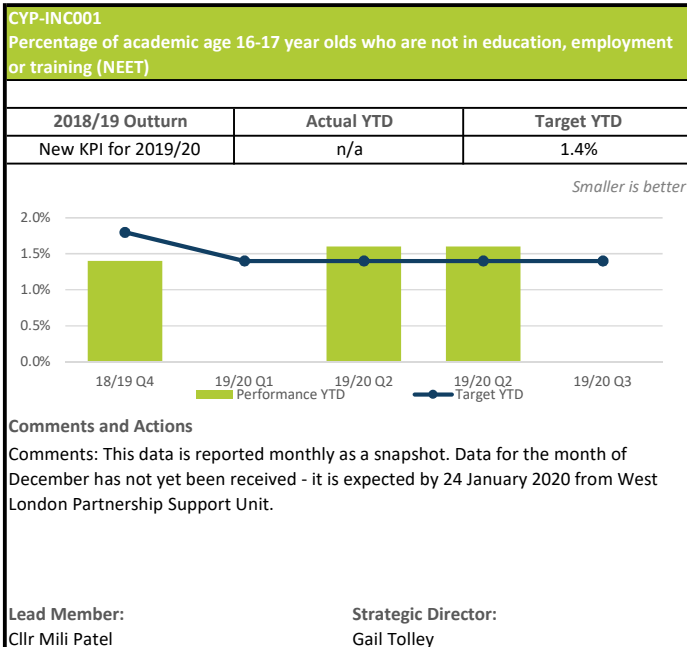
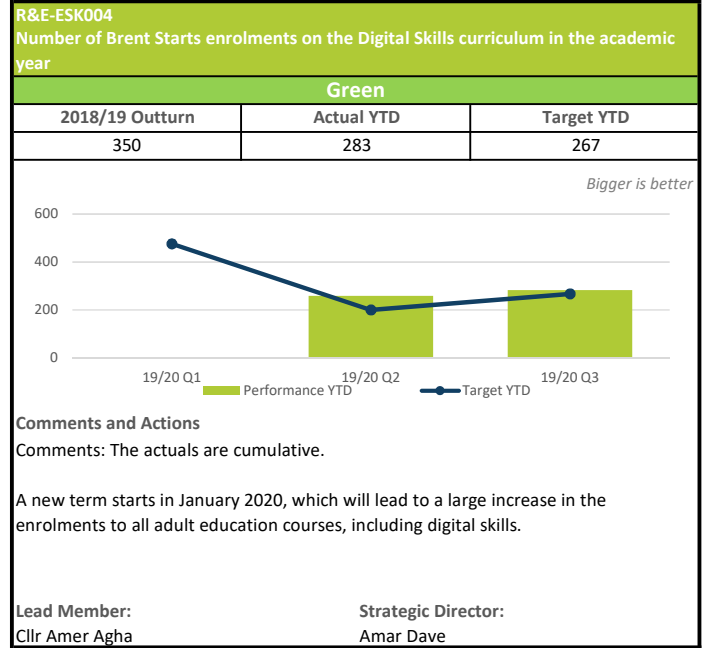
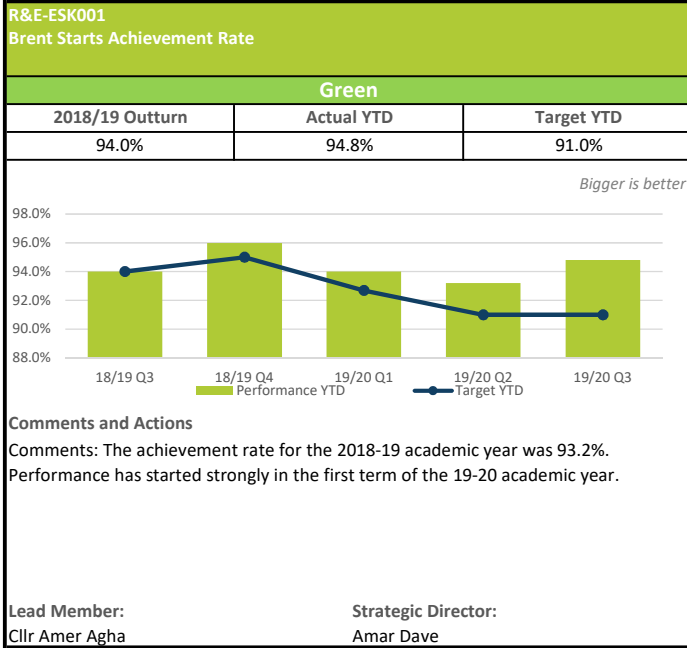
2018/19 Outturn	Actual YTD	Target YTD
New KPI for 2019/20	10	20

Smaller is better

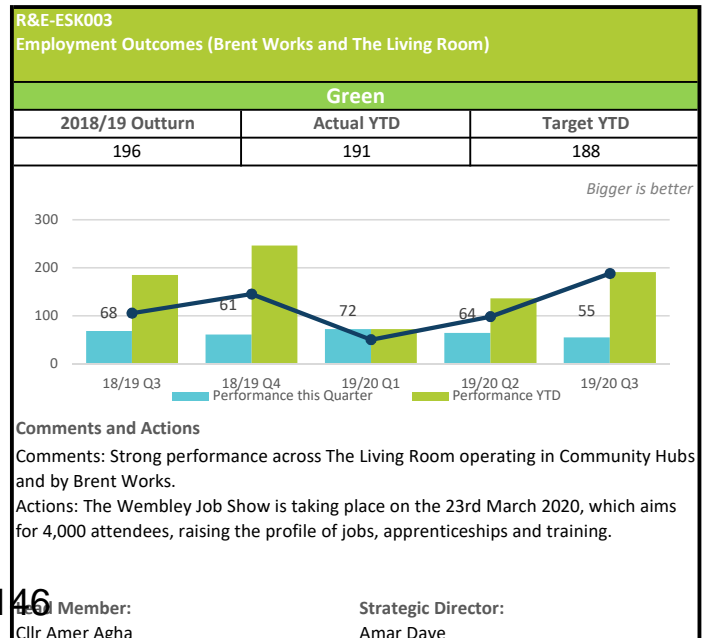
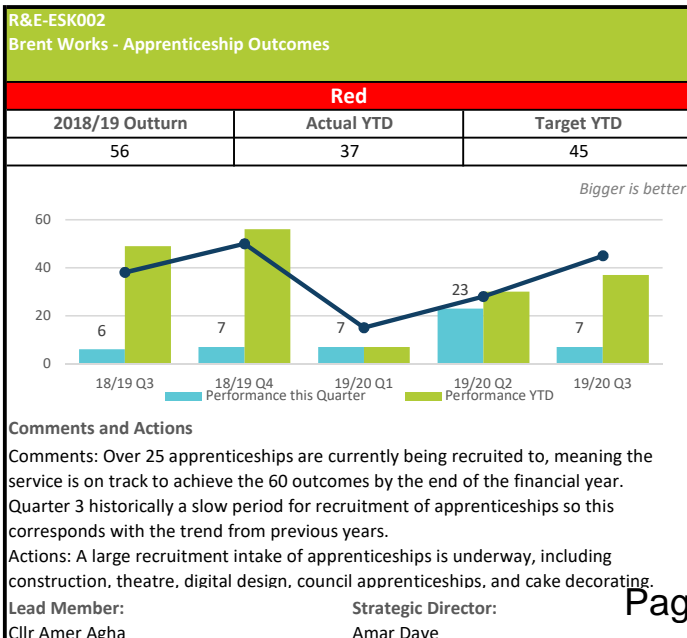
Comments and Actions
Comments: The number of LAC of secondary age with a fixed term exclusion is currently 7, which is significantly below this time last year. More stable school places have contributed to this improved performance.
Actions: VS will continue to work closely with schools and to develop strong relationships with school leaders to keep these figures low and ensure educational stability.

Lead Member: Clr Mili Patel Strategic Director: Gail Tolley

High-level skills achievement



Increase in average wage



Increase in housing supply

CWB-HSP005
New affordable homes delivered by Brent/Registered providers (RPs)/private developers in the period

Red		
2018/19 Outturn	Actual YTD	Target YTD
233	238	500

Bigger is better

Comments and Actions
Awaiting commentary

Lead Member: Cllr Eleanor Southwood Strategic Director: Phil Porter

R&E-PLA001
Percentage of major applications determined in 13 weeks or other formally agreed time over rolling two year period

Green		
2018/19 Outturn	Actual YTD	Target YTD
96.7%	98.7%	94.0%

Bigger is better

Comments and Actions
Comments: YTD = rolling two year. Slight improvement over previous quarter and rolling two year period.

Lead Member: Cllr Shama Tatler Strategic Director: Amar Dave

Keep traffic moving and roads and pavements in good repair

R&E-HIN004
Percentage of Category 2 defects repaired on time (Non-emergency repairs: response time to make highways/footways safe within 7-28 days)

Red		
2018/19 Outturn	Actual YTD	Target YTD
51.0%	56.0%	98.0%

Bigger is better

Comments and Actions
Comments: Performance for CAT 2 repairs during the three months of this quarter was 81%, 70% and 40% completed on time. However, work outstanding from previous months (backlog) and late completion outside the 7 and 28 days has brought the figures down to 58%, 48% and 40%. The contractor has cited resourcing issues as the main reason for poor performance stating fluctuations in the volume and type of reactive work makes it hard to resource effectively.
Actions: Officers to meet with CA to discuss resourcing and set out plan to clear the backlog.

Lead Member: Cllr Krupa Sheth Strategic Director: Amar Dave

R&E-PAL003
Parking driver compliance: PCNs issued: Parking contraventions

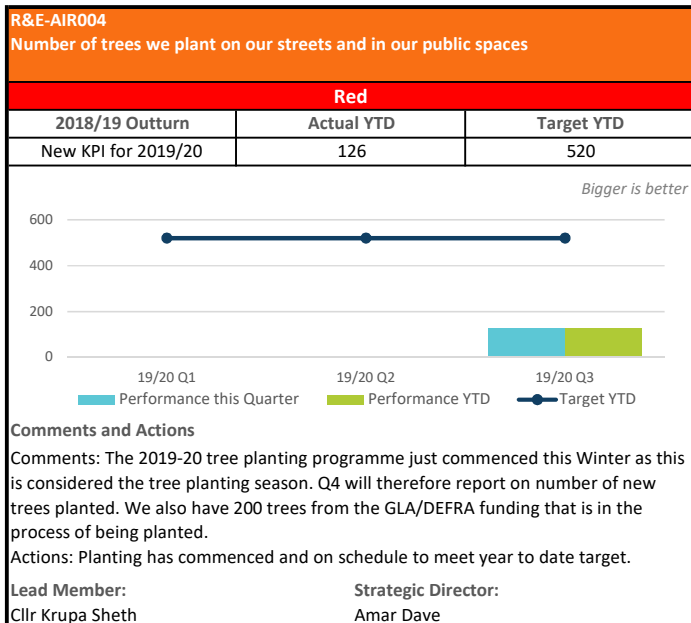
Contextual		
2018/19 Outturn	Actual YTD	Target YTD
115,579	95,264	-

Contextual

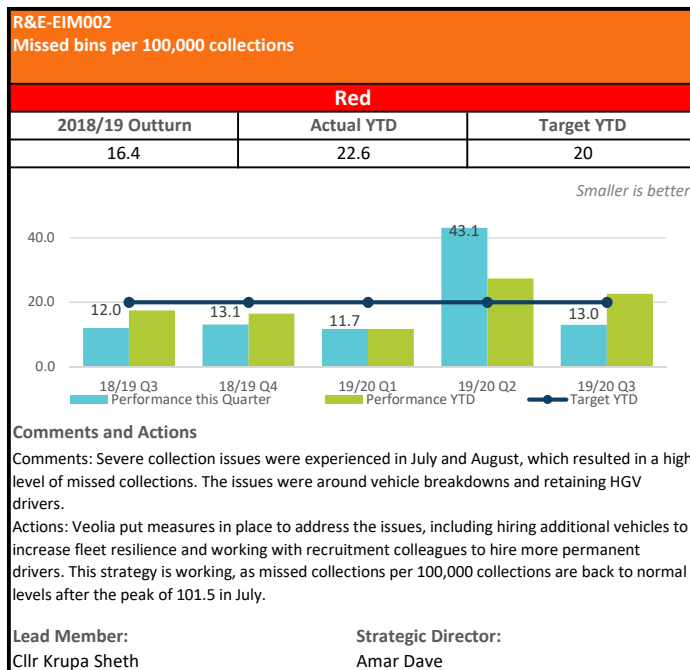
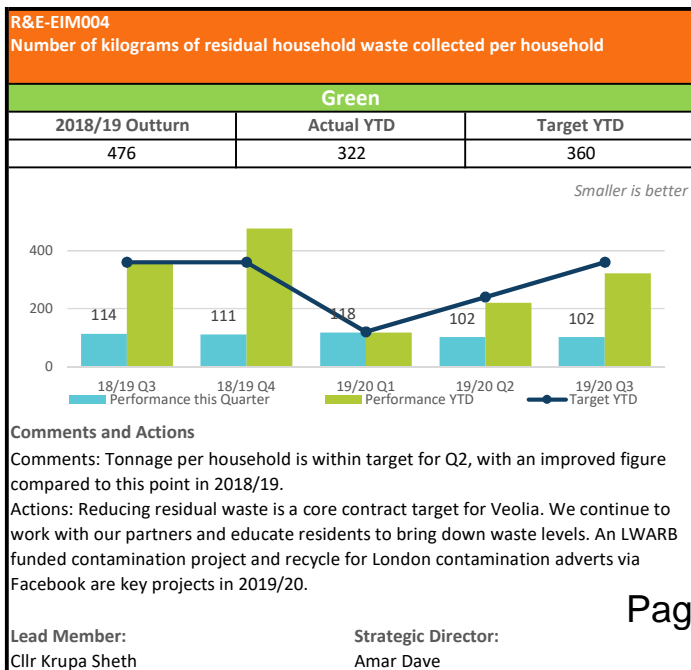
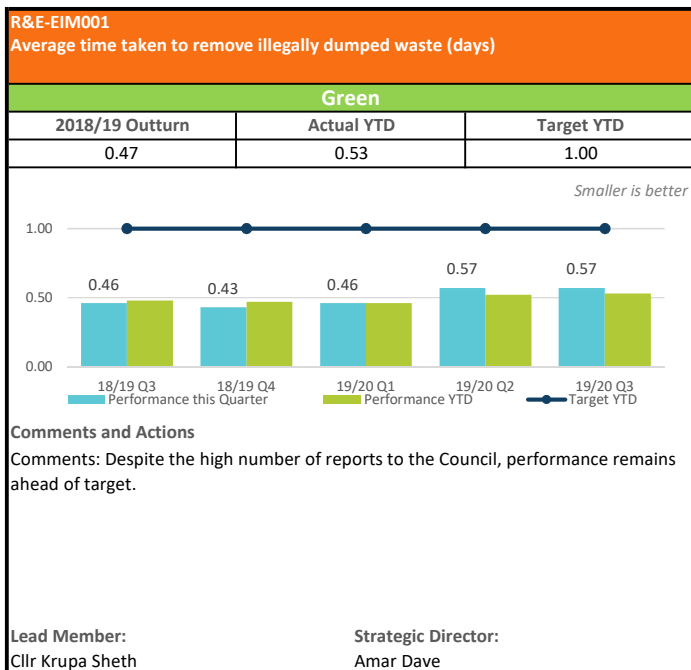
Comments and Actions
Comments: Growth in parking PCN issuance delivered by the Serco contract extension. Improved deployment plan and higher CEO productivity.

Lead Member: Cllr Krupa Sheth Strategic Director: Amar Dave

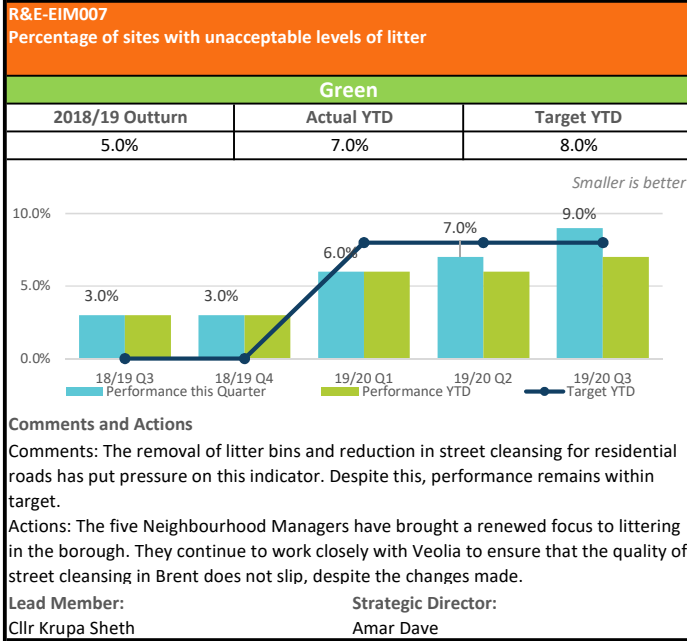
Improvement in air quality



Reduction in illegally dumped rubbish



Reduction in illegally dumped rubbish



Reduction in anti-social behaviour, the risk of harm and re-offending

CYP-EAH001
Early Help Assessments and reviews completed per 10,000 children

Red		
2018/19 Outturn	Actual YTD	Target YTD
276.8	208.6	265

Bigger is better

Comments and Actions
Comments: It is anticipated that this target will be met by end of Q4. The lower number for December is a reflection of the fact that the majority of referrals are from schools and fewer referrals are made in this period.
Actions: New Brent Family Solutions staff have been recruited and once embedded, assessment numbers are expected to increase.

Lead Member: Cllr Mili Patel Strategic Director: Gail Tolley

CYP-SQA001
Rate of Initial Child Protection Conferences per 10,000

Green		
2018/19 Outturn	Actual YTD	Target YTD
49.8	40.60	45-55

Smaller is better

Comments and Actions
Comments: The YTD figure indicates that the rate is within the target range. There has been an overall reduction of children on a child protection plan due to a focus on finding safe ways of removing children from child protection plans.

Lead Member: Cllr Mili Patel Strategic Director: Gail Tolley

CYP-SQA002
Percentage of children becoming the subject of Child Protection Plan for a second or subsequent time

Red		
2018/19 Outturn	Actual YTD	Target YTD
18.7%	14.8%	12.0%

Smaller is better

Comments and Actions
Comments: While the percentage of children becoming the subject of a Child Protection Plan for a second or subsequent time has reduced in December, it is still above target.
Actions: Following audit work completed in Autumn 2019, there is additional scrutiny on cases being referred for child protection for a second or subsequent time, overseen by the Quality Assurance and Performance Management Group.

Lead Member: Cllr Mili Patel Strategic Director: Gail Tolley

R&E-CSA008
Burglary Residential - incidents

Contextual		
2018/19 Outturn	Actual YTD	Target YTD
2,267	1,612	-

Contextual

Comments and Actions
Comments: Despite an increase in aggravated burglaries in Q1 and Q2, on target to record a year on year reduction.

Lead Member: Cllr Tom Miller Strategic Director: Amar Dave

R&E-CSA009
Anti-Social Behaviour - Incidents (MOPAC Borough Priority)

Contextual		
2018/19 Outturn	Actual YTD	Target YTD
10,627	8,608	-

Contextual

Comments and Actions
Comments: Q3 showed a significant reduction in ASB compared with Q1 and Q2, partly attributable to seasonality.

Lead Member: Cllr Tom Miller Strategic Director: Amar Dave

Reduction in violent crime, including gang and knife crime

CYP-EAH002
Reoffending rate by young offenders per cohort

2018/19 Outturn	Actual YTD	Target YTD
New KPI for 2019/20	n/a	50.0%

Comments and Actions
Comments: An update to reoffending statistics from Q3 is not available as the Ministry of Justice has cancelled the latest publication (Oct-Dec 2017) whilst Police National Computer updates are carried out.

Lead Member: Cllr Mili Patel Strategic Director: Gail Tolley

R&E-CSA001
Lethal Barrel Gun Discharge - incidents

Contextual		
2018/19 Outturn	Actual YTD	Target YTD
32	7	-

Comments and Actions
Comments: No discharges in Q3. On target to record a significant year on year reduction.

Lead Member: Cllr Tom Miller Strategic Director: Amar Dave

R&E-CSA002
Knife Crime - incidents

Contextual		
2018/19 Outturn	Actual YTD	Target YTD
682	449	-

Comments and Actions
Comments: Brent has recorded a year on year reduction of 14% in knife crime offences.

Lead Member: Cllr Tom Miller Strategic Director: Amar Dave

R&E-CSA003
Knife Crime Victims U25 - incidents

Contextual		
2018/19 Outturn	Actual YTD	Target YTD
72	49	-

Comments and Actions
Comments: On course to record a reduction in offences compared with 2018/19.

Lead Member: Cllr Tom Miller Strategic Director: Amar Dave

R&E-CSA004
Violence with Injury (Non-Domestic) - incidents (MOPAC Borough Priority)

Contextual		
2018/19 Outturn	Actual YTD	Target YTD
2,255	1,607	-

Comments and Actions
Comments: Positive figures in comparison to 2018/19. A year on year reduction in violent offences looks likely.

Lead Member: Cllr Tom Miller Strategic Director: Amar Dave

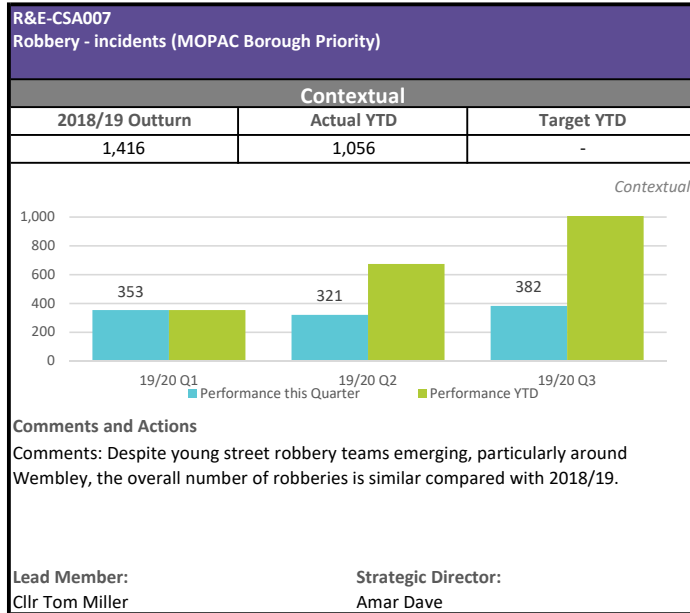
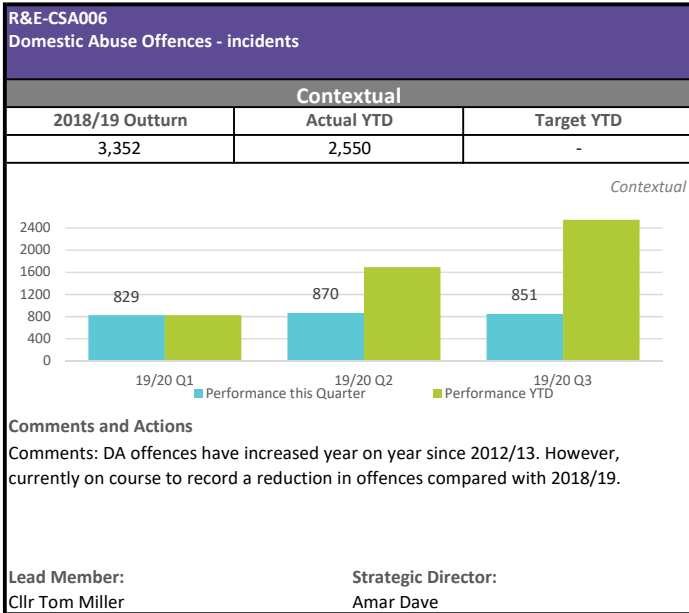
R&E-CSA005
Violence with Injury (Domestic Abuse) - incidents

Contextual		
2018/19 Outturn	Actual YTD	Target YTD
910	678	-

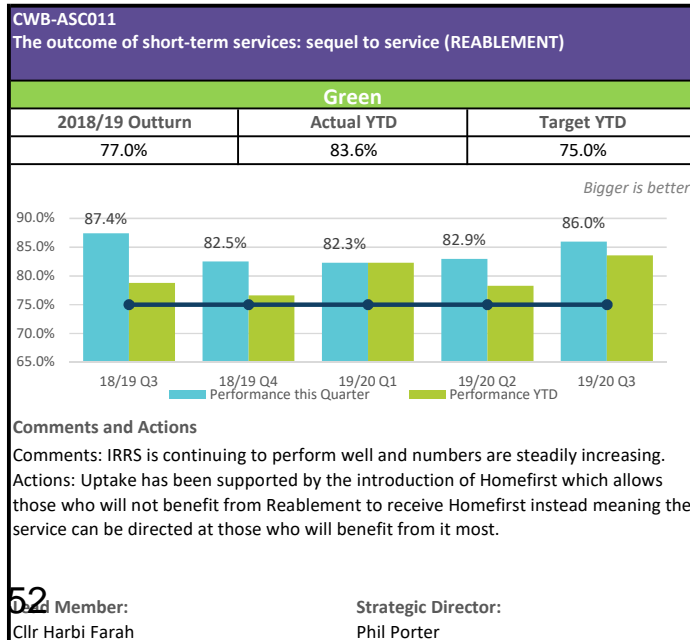
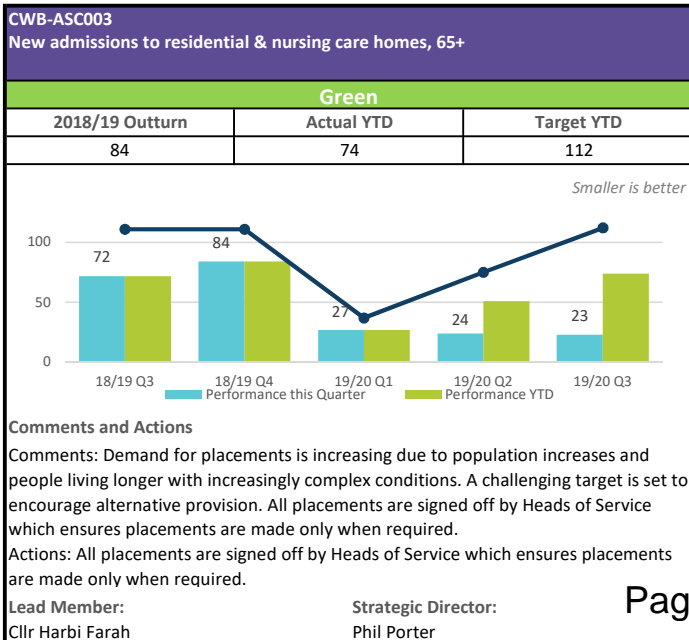
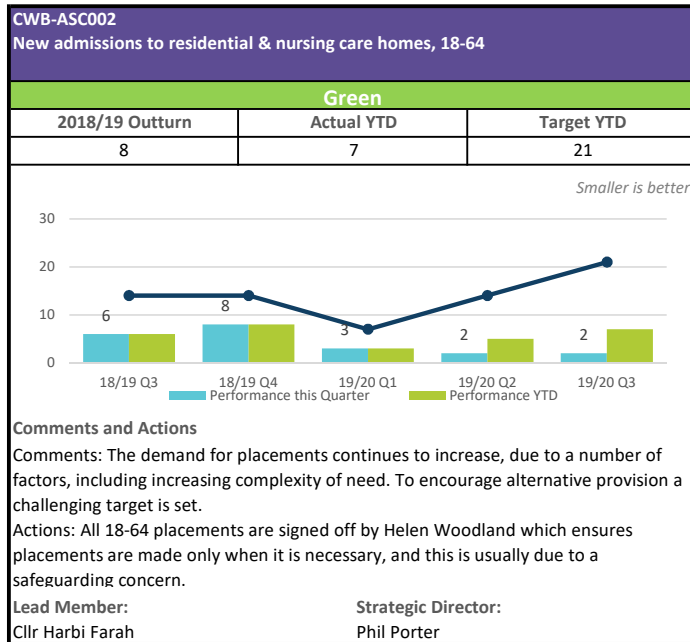
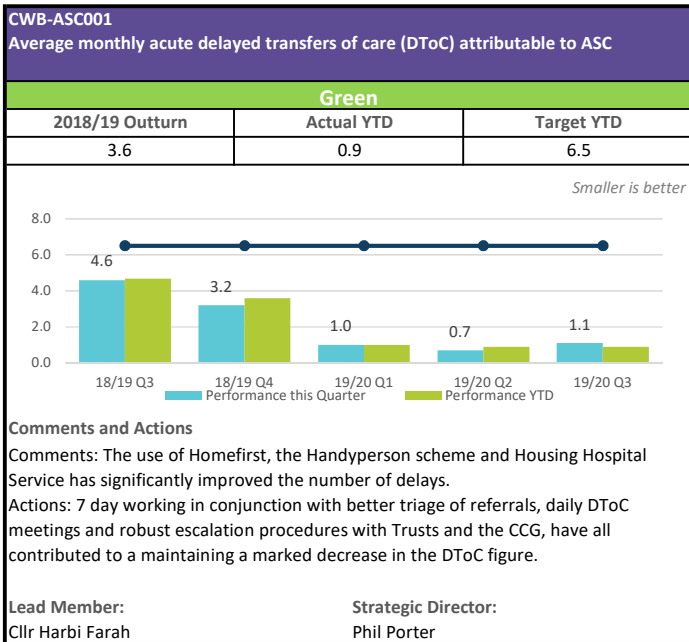
Comments and Actions
Comments: On course to record another reduction in DA with injury offences despite the number of DA offences being similar.

Lead Member: Cllr Tom Miller Strategic Director: Amar Dave

Reduction in violent crime, including gang and knife crime



Support our most vulnerable adults, enabling them to choose and control the services they receive, remain independent and lead active lives



Support our most vulnerable adults, enabling them to choose and control the services they receive, remain independent and lead active lives

CWB-HSP004
Identification and delivery of an additional 137 New Accommodation for Independent Living (NAIL)

Green

2018/19 Outturn	Actual YTD	Target YTD
73	111	103

Bigger is better

Quarter	Performance this Quarter	Performance YTD
19/20 Q1	99	99
19/20 Q2	12	111
19/20 Q3	103	103

Comments and Actions

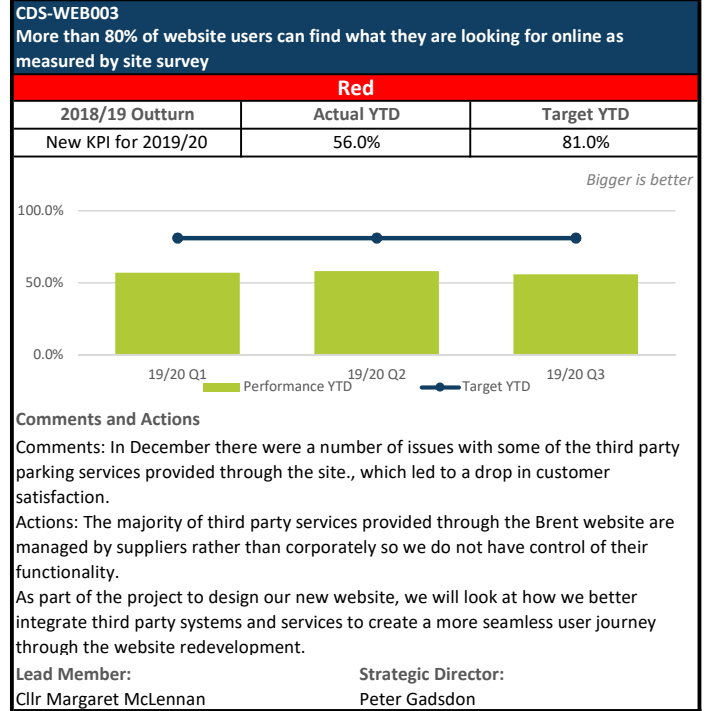
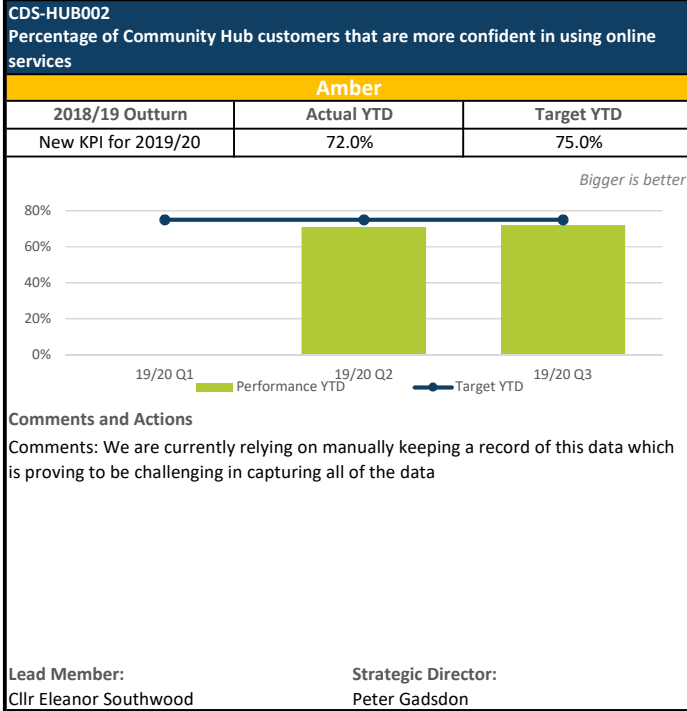
Comments: In 2019/20 the Brent NAIL programme will deliver 157 units of NAIL accommodation. Visram House, our 99 bed extra care scheme has opened.

Actions: Schemes with a further 58 units for people with learning disabilities and physical disabilities will be delivered by the end of the year.

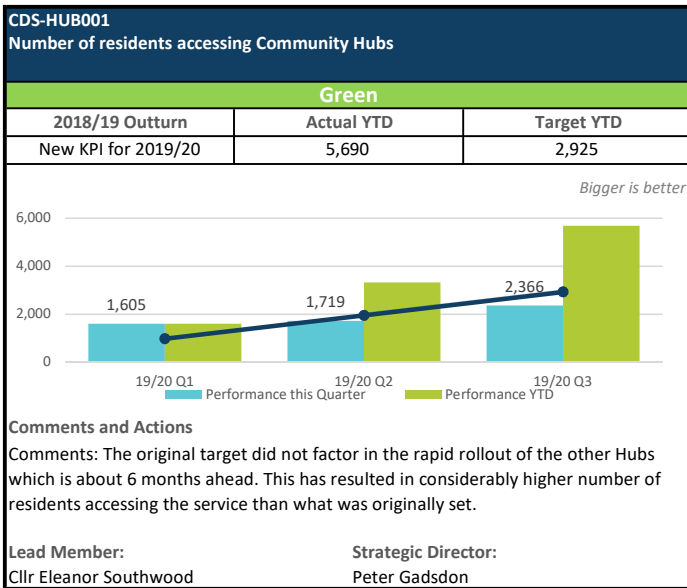
Lead Member: Cllr Eleanor Southwood Strategic Director: Phil Porter

Strong foundations

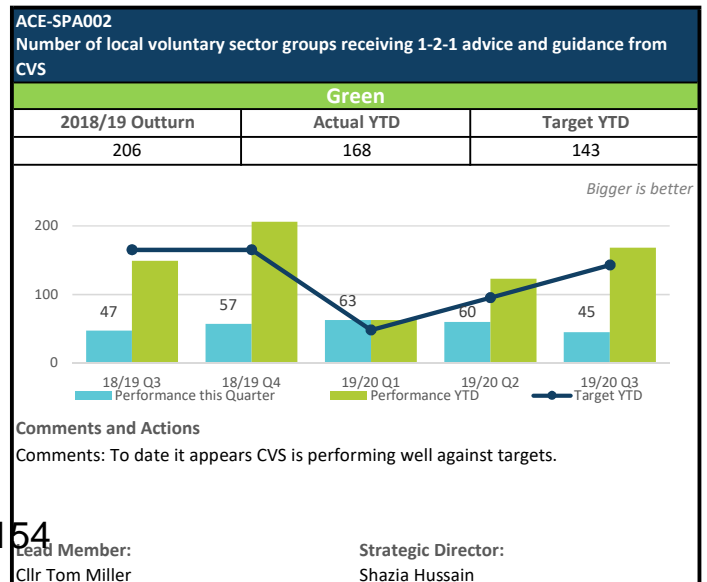
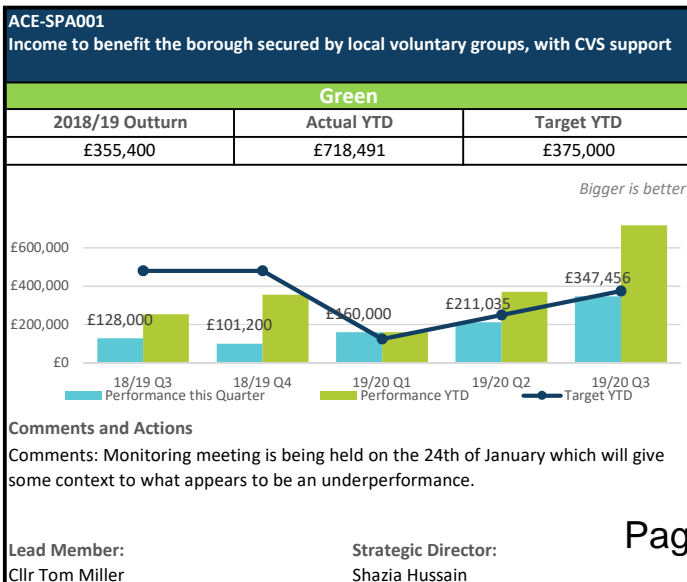
Enable more residents to get online



Building services around residents and their needs



Increase in resident satisfaction



Strong foundations

ACE-SPA004
Number of successful grant applications to Brent Advice Fund, NCIL, Youth Fund and Love Where You Live following attendance at training/individual support

Contextual		
2018/19 Outturn	Actual YTD	Target YTD
New KPI for 2019/20	92	-

Contextual

Comments and Actions
Comments: The figures look low this quarter for a number of reasons. NCIL is still being assessed so we are unable to say how many bids we successful from the last round. In addition, the youth fund is not yet live CVS has yet to provide figures for the BAF grant .
(BAF - 9, LWYL - 5)
Actions: We are looking to launch the Youth Funding this quarter, one aim will be link

Lead Member: Cllr Shama Tatler
Strategic Director: Shazia Hussain

CDS-HUB003
Percentage of enquiries at the Community Hubs resolved at the point of contact

Green		
2018/19 Outturn	Actual YTD	Target YTD
New KPI for 2019/20	77.0%	75.0%

Bigger is better

Comments and Actions

Lead Member: Cllr Eleanor Southwood
Strategic Director: Peter Gadsdon

Increase in resident involvement

ACE-SPA003
Number of people attending Brent Connects forums

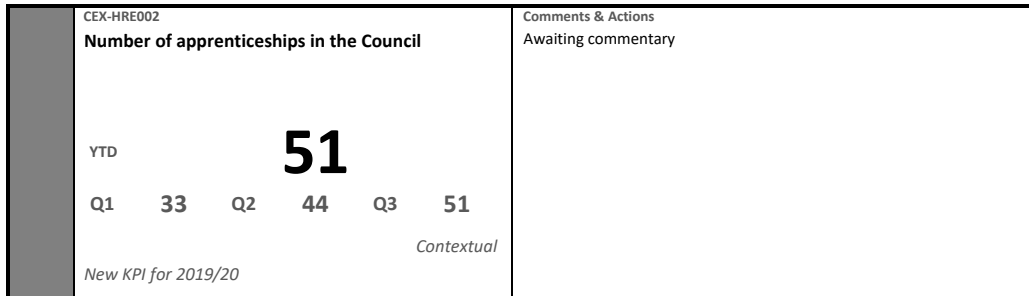
Contextual		
2018/19 Outturn	Actual YTD	Target YTD
525	329	-

Contextual

Comments and Actions
Comments: Attendance figures have dropped by a third for 2019-20 compared to the previous year. The Q3 figures will not be due until the 31st of Jan, when this round of Brent Connects meetings finish.
Actions: Following consultation with staff and residents and feedback from senior managers and Councillors an action plan has been developed. Actions include increased communications through social media and advertisement and more

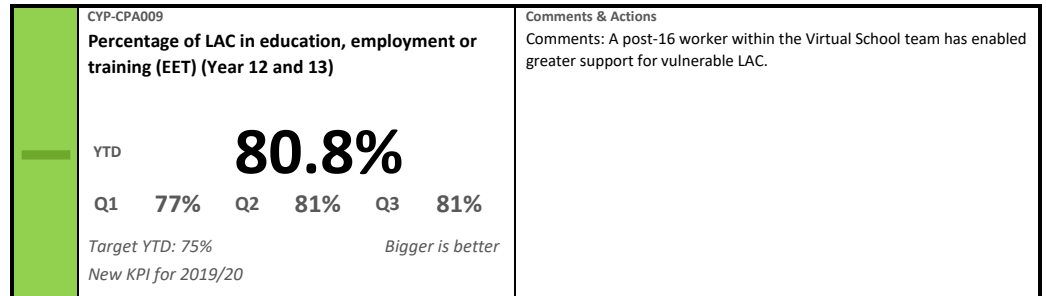
Lead Member: Cllr Muhammed Butt
Strategic Director: Shazia Hussain

Every opportunity to succeed



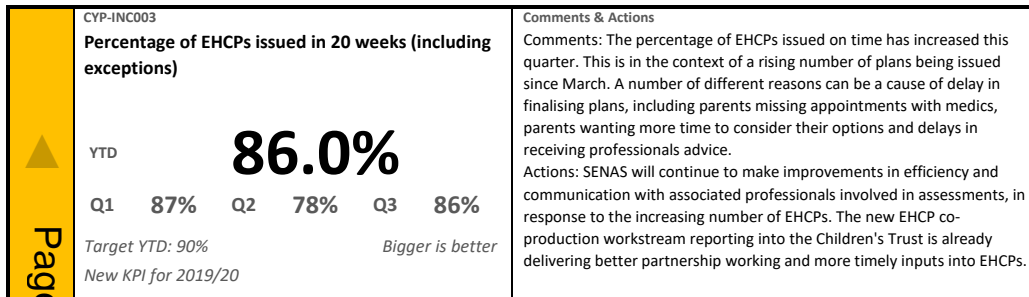
Clr Margaret McLennan

Debra Norman



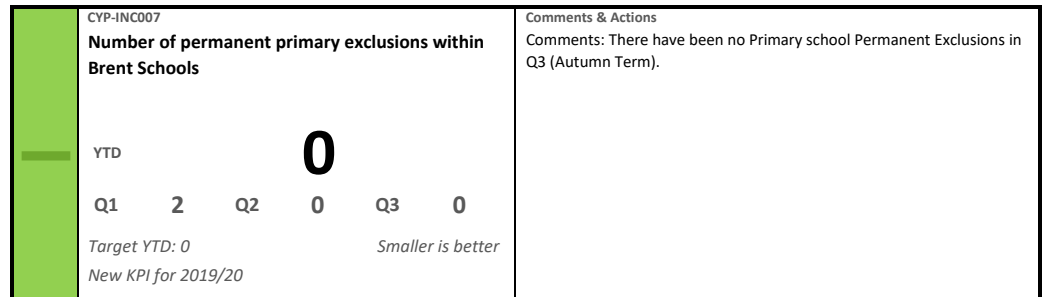
Clr Mili Patel

Gail Tolley



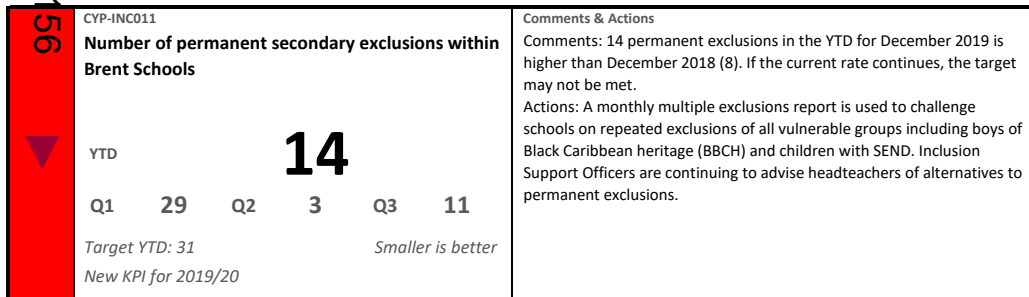
Clr Mili Patel

Gail Tolley



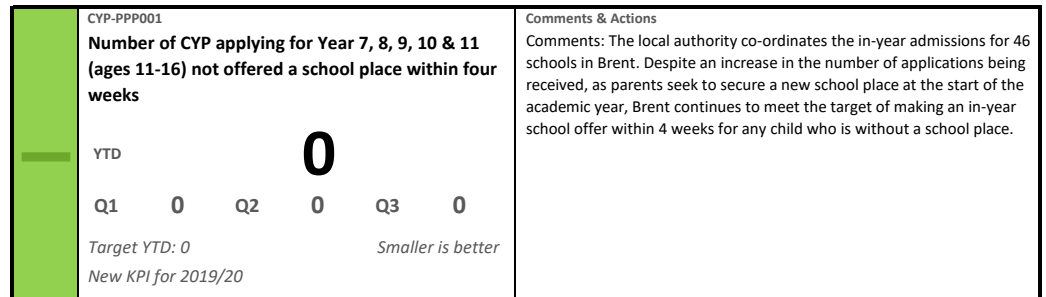
Clr Mili Patel

Gail Tolley



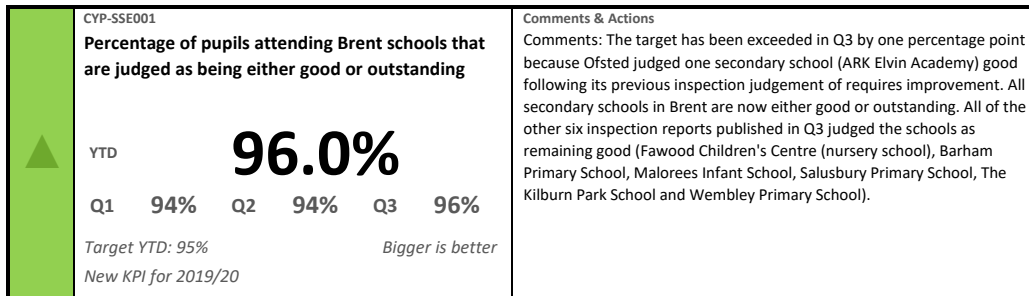
Clr Mili Patel

Gail Tolley



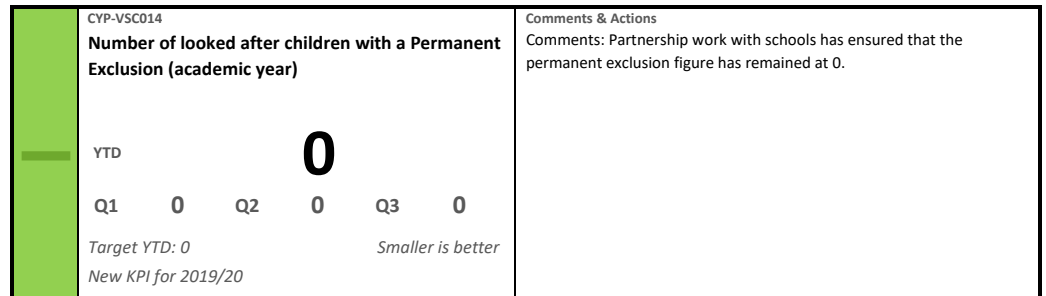
Clr Amer Agha

Gail Tolley



Clr Amer Agha

Gail Tolley



Clr Mili Patel

Gail Tolley

A future built for everyone, an economy fit for all

<p>CDS-PRC004</p> <p>Percentage of relevant contracts being procured that follow the Brent London Living Wage policy</p> <p style="text-align: center; font-size: 2em;">94%</p> <p>YTD</p> <p>Q1 91% Q2 91% Q3 99%</p> <p>Target YTD: 99% Bigger is Better</p> <p>18/19 Outturn: 99%</p>	<p>Comments & Actions</p> <p>Comments: The on-going review of the contracts register database has resulted in the increase in the number of valid LLW compliant contracts.</p>
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Clr Margaret McLennan

Peter Gadsdon

<p>CDS-PRC005</p> <p>Percentage of tenders in which local businesses were invited</p> <p style="text-align: center; font-size: 2em;">83%</p> <p>YTD</p> <p>Q1 60% Q2 100% Q3 50%</p> <p>Target YTD: 70% Bigger is Better</p> <p>New KPI for 2019/20</p>	<p>Comments & Actions</p> <p>Comments: The procurement team have now formally incorporated the inclusion and invitation of local suppliers into all future procurements where appropriate. Frameworks have been excluded for this calculation, because the Suppliers are predetermined and do not include local SME's</p>
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Clr Margaret McLennan

Peter Gadsdon

<p>CDS-PRC006</p> <p>Percentage of tenders in which local businesses were invited and then participated</p> <p style="text-align: center; font-size: 2em;">67%</p> <p>YTD</p> <p>Q1 33% Q2 67% Q3 100%</p> <p>Target YTD: 30% Bigger is Better</p> <p>18/19 Outturn: 24%</p>	<p>Comments & Actions</p> <p>Comments: Procurement will look to maintain performance.</p>
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Clr Margaret McLennan

Peter Gadsdon

<p>CDS-PRC007</p> <p>Percentage of such tenders local businesses were successful in, either outright in being awarded the contract or used within the supply chain of the non-local business</p> <p style="text-align: center; font-size: 2em;">30%</p> <p>YTD</p> <p>Q1 0% Q2 33% Q3 0%</p> <p>Target YTD: 30% Bigger is Better</p> <p>18/19 Outturn: 0%</p>	<p>Comments & Actions</p> <p>Comments: The procurement process now has the inclusion of specific questions that will establish the levels of local business supply chain to be utilised.</p>
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Clr Margaret McLennan

Peter Gadsdon

<p>CWB-HMA001</p> <p>Average re-let time for properties with major voids works (calendar days)</p> <p style="text-align: center; font-size: 2em;">62.0</p> <p>YTD</p> <p>Q1 80 Q2 53 Q3 26</p> <p>Target YTD: 72 Smaller is better</p> <p>18/19 Outturn: 89.5</p>	<p>Comments & Actions</p> <p>Comments: The targets for average turnaround time have not been achieved for minor voids so far this year. We have a good understanding of the issues that are affecting performance and have put in short term solutions throughout the year that have impacted performance, without being able to achieve the consistent results required to meet target.</p> <p>The main reasons for this are related to challenges within the Lettings Process, the condition of void properties left by residents and delays in advertising properties owing to inaccuracies in the property details such as the number of bedrooms / bed spaces. This affects our ability to advertise properties prior to the actual tenancy end date. Some tenants are leaving their properties in poor condition and not fulfilling their obligations to leave properties clear of possessions and maintain their gardens. There is additional work and expense in clearing these properties ready for works. This is particularly impacting in relation to standard voids. We aim to increase the number or pre-void inspections to catch these issues earlier.</p> <p>Actions: In the long-term, to find and implement solutions to these problems we are working to coordinate all functions in the process including, viewings, pre-void inspections, lettable standard, and tenancy audits.</p> <p>We will also be carrying out a review of the minimum void standard and considering approaches that will allow us to carry out some minor works, prior to tenants moving out or new tenants moving in. This will reduce the time taken for the works to be completed and therefore the overall letting time. We are carrying out a new tenants satisfaction survey to help inform this review.</p> <p>The implementation of the new CRM system started the process of identifying the issues in the voids process and the synergy between departments. The new design has resulted in the automation of many of the processes that have helped in improving communication between departments, however the system is still in the embedding stage.</p>
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Clr Eleanor Southwood

Phil Porter

<p>CWB-HMA002</p> <p>Average re-let time for properties with minor voids works (calendar days)</p> <p style="text-align: center; font-size: 2em;">36.0</p> <p>YTD</p> <p>Q1 29 Q2 26 Q3 14</p> <p>Target YTD: 28 Smaller is better</p> <p>18/19 Outturn: 37</p>	<p>Comments & Actions</p> <p>Comments: The targets for average turnaround time have not been achieved for minor voids so far this year. We have a good understanding of the issues that are affecting performance and have put in short term solutions throughout the year that have impacted performance, without being able to achieve the consistent results required to meet target.</p> <p>The main reasons for this are related to challenges within the Lettings Process, the condition of void properties left by residents and delays in advertising properties owing to inaccuracies in the property details such as the number of bedrooms / bed spaces. This affects our ability to advertise properties prior to the actual tenancy end date. Some tenants are leaving their properties in poor condition and not fulfilling their obligations to leave properties clear of possessions and maintain their gardens. There is additional work and expense in clearing these properties ready for works. This is particularly impacting in relation to standard voids. We aim to increase the number or pre-void inspections to catch these issues earlier.</p> <p>Actions: In the long-term, to find and implement solutions to these problems we are working to coordinate all functions in the process including, viewings, pre-void inspections, lettable standard, and tenancy audits.</p> <p>We will also be carrying out a review of the minimum void standard and considering approaches that will allow us to carry out some minor works, prior to tenants moving out or new tenants moving in. This will reduce the time taken for the works to be completed and therefore the overall letting time. We are carrying out a new tenants satisfaction survey to help inform this review.</p> <p>The implementation of the new CRM system started the process of identifying the issues in the voids process and the synergy between departments. The new design has resulted in the automation of many of the processes that have helped in improving communication between departments, however the system is still in the embedding stage.</p>
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Clr Eleanor Southwood

Phil Porter

A future built for everyone, an economy fit for all

▲	<p><small>CWB-HMA005</small> Fire Risk Assessment - Recommended actions for blocks over six storeys high</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">YTD 94.2%</p> <p>Q1 100% Q2 93.6% Q3 94.2%</p> <p><i>Target YTD: 100% Bigger is better</i></p> <p><i>18/19 Outturn: 100%</i></p>	<p><small>Comments & Actions</small> Comments: The actions outstanding from September are to be completed in the next quarter. These actions are tenancy management related rather than structural and the service is in the process of recruiting a dedicated project officer to complete these actions. All residents living in a high-rise block were contacted in December to discuss fire safety.</p>
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Cllr Eleanor Southwood

Phil Porter

▬	<p><small>CWB-HMA007</small> Percentage of properties with a valid Fire Risk Assessment, in line with cyclical date for re-inspection</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">YTD 100%</p> <p>Q1 100% Q2 100% Q3 100%</p> <p><i>Target YTD: 100% Bigger is better</i></p> <p><i>18/19 Outturn: 100%</i></p>	<p><small>Comments & Actions</small> Comments: 100% compliance</p>
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Cllr Eleanor Southwood

Phil Porter

▶	<p><small>CWB-HMA008</small> Percentage of properties with a valid gas certificate</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">YTD 99.80%</p> <p>Q1 99.71% Q2 99.69% Q3 99.80%</p> <p><i>Target YTD: 100% Bigger is better</i></p> <p><i>18/19 Outturn: 99.4%</i></p>	<p><small>Comments & Actions</small> Comments: All outstanding gas services are subject to forced entry procedures. There are currently 16 properties out of compliance. These are being progressed by the gas safety team liaising with other services to gain safe entry into the properties.</p>
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Cllr Eleanor Southwood

Phil Porter

▼	<p><small>CWB-HNE001</small> Number of households (families & singles) in Temporary accommodation (TA)</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">YTD 2,097</p> <p>Q1 2,037 Q2 2,075 Q3 2,097</p> <p><i>Target YTD: 2,050 Smaller is better</i></p> <p><i>18/19 Outturn: 2,191</i></p>	<p><small>Comments & Actions</small> Comments: Although the current total number of households in TA is above the year end target, the combination of successful prevention and relief of homelessness, and making best use of social housing allocations will result in the overall number of households in Temporary Accommodation reducing in line with the year end 19/20 target.</p>
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Cllr Eleanor Southwood

Phil Porter

▼	<p><small>CWB-HNE002</small> Number of households in non-self-contained Bed & Breakfast (B&B)</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">YTD 62</p> <p>Q1 79 Q2 25 Q3 62</p> <p><i>Target YTD: 30 Smaller is better</i></p> <p><i>18/19 Outturn: 121</i></p>	<p><small>Comments & Actions</small> Comments: There has been a sharp increase in the use of emergency B&B accommodation this quarter, particularly by single homeless people. Single households make up 80% of the current occupancy in shared B&B. This has been due in part to the decanting of Honeypot Lane. Actions: The service is focussed on freeing up more Housing Related Support accommodation to move single people out from B&B and into more long term options. .</p>
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Cllr Eleanor Southwood

Phil Porter

▼	<p><small>CWB-HNE003</small> Percentage of homelessness prevented and relieved</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">YTD 56%</p> <p>Q1 54% Q2 72% Q3 56%</p> <p><i>Target YTD: 50% Bigger is better</i></p> <p><i>18/19 Outturn: 55%</i></p>	<p><small>Comments & Actions</small> Comments: The percentage of homelessness applications either prevented or relieved remains above target. This has been achieved through a combination of the Find Your Home Initiative, Family and Landlord mediation, as well as the SHPS service.</p>
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Cllr Eleanor Southwood

Phil Porter

▲	<p><small>CWB-PRH004</small> Number of selectively licensed properties</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">YTD 8,804</p> <p>Q1 8,373 Q2 8,605 Q3 8,804</p> <p><i>Target YTD: 9,000 Bigger is better</i></p> <p><i>18/19 Outturn: 8,124</i></p>	<p><small>Comments & Actions</small> Comments: Tracking well in Q3 against target although there will be a drastic drop off of licenced properties in Q4 as selective licensing in Harlesden, Willesden Green and Wembley Central ends. It is likely that the final Q4 figure will be in the region of 4000. This figure will not increase until we know the outcome of our application to MHCLG to renew and extend selective licensing. Actions: Nothing can be done until we know the outcome of our application to MHCLG</p>
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Cllr Eleanor Southwood

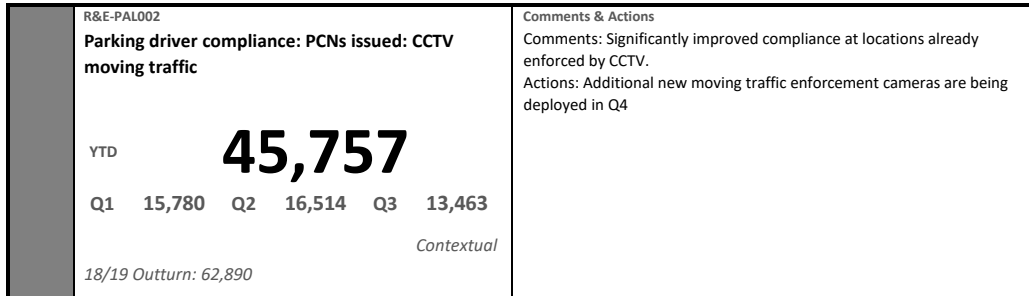
Phil Porter

▲	<p><small>R&E-PAL001</small> Parking driver compliance: PCNs issued: CCTV bus lane</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">YTD 8,508</p> <p>Q1 3,015 Q2 2,565 Q3 2,928</p> <p><i>Contextual</i></p> <p><i>18/19 Outturn: 10,968</i></p>	<p><small>Comments & Actions</small> Comments: Significant improved compliance at bus lane locations. PCN issuance in line with 2018/19. Actions: Survey under way to identify additional locations for bus lane enforcement in 2020/21.</p>
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Cllr Krupa Sheth

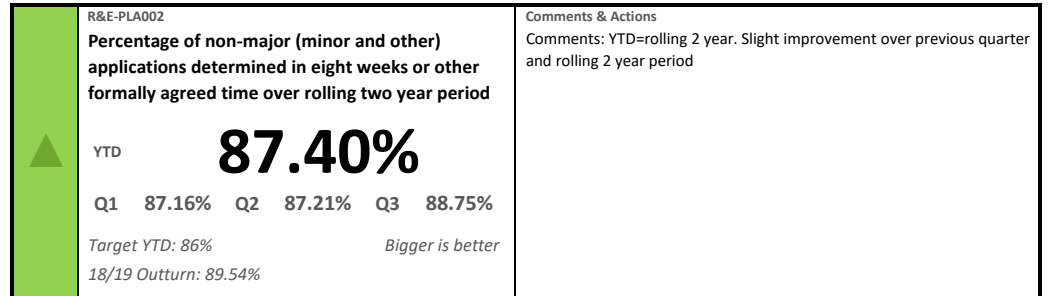
Amar Dave

A future built for everyone, an economy fit for all



Cllr Krupa Sheth

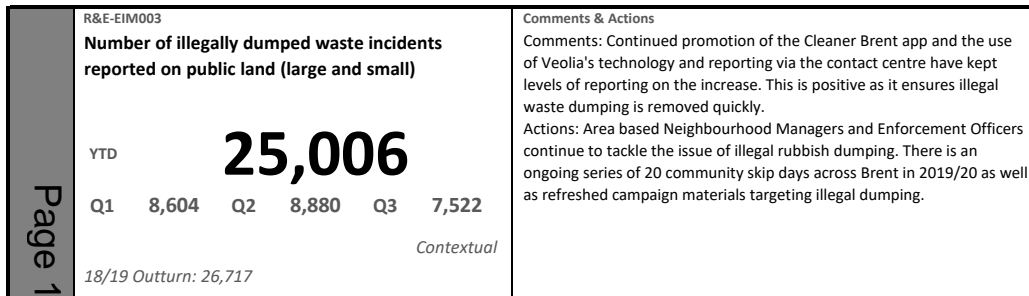
Amar Dave



Cllr Shama Tatler

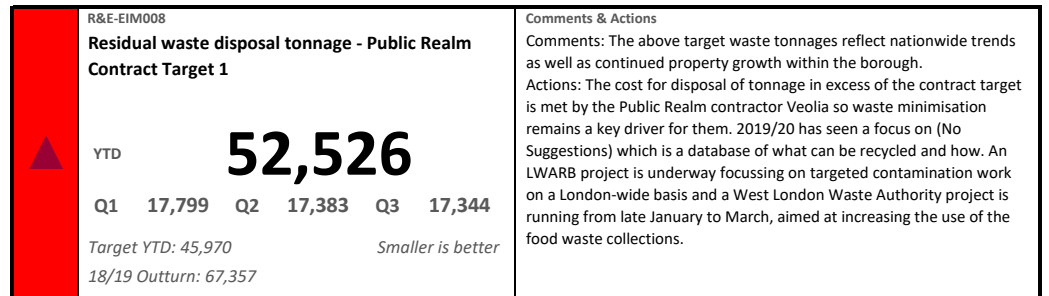
Amar Dave

A cleaner, more considerate Brent



Cllr Krupa Sheth

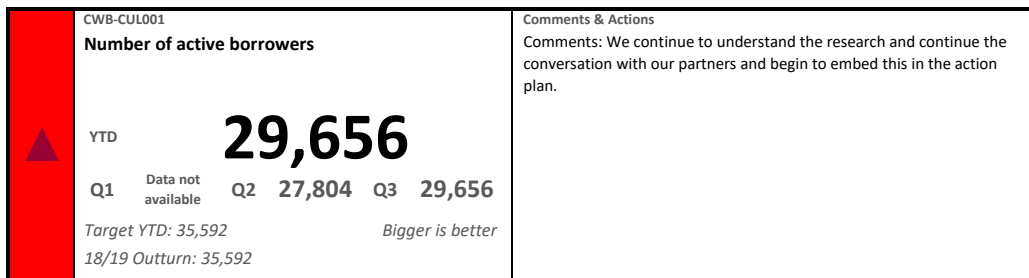
Amar Dave



Cllr Krupa Sheth

Amar Dave

A borough where we can all feel safe, secure, happy and healthy



Cllr Krupesh Hirani

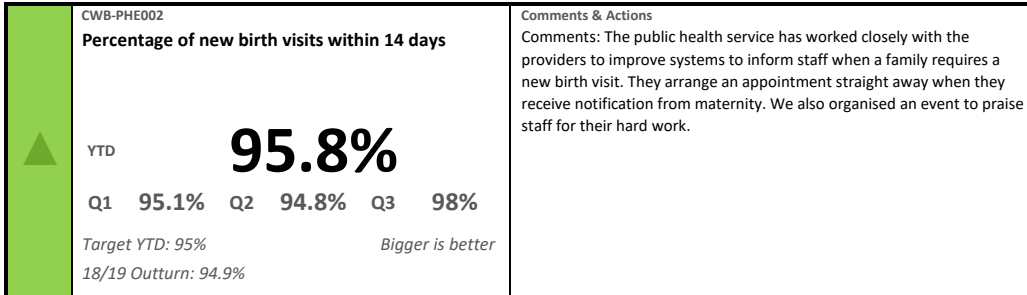
Phil Porter



Cllr Krupesh Hirani

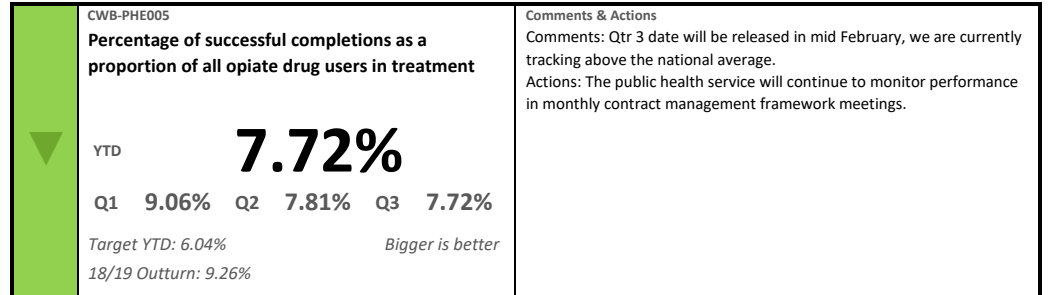
Phil Porter

A borough where we can all feel safe, secure, happy and healthy



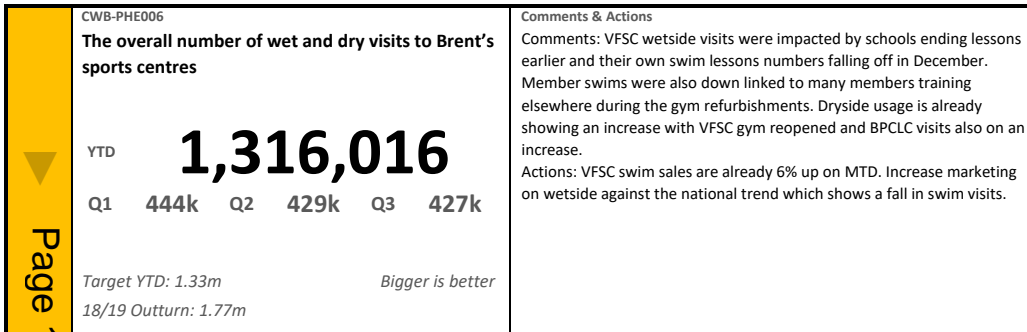
Cllr Krupesh Hirani

Phil Porter



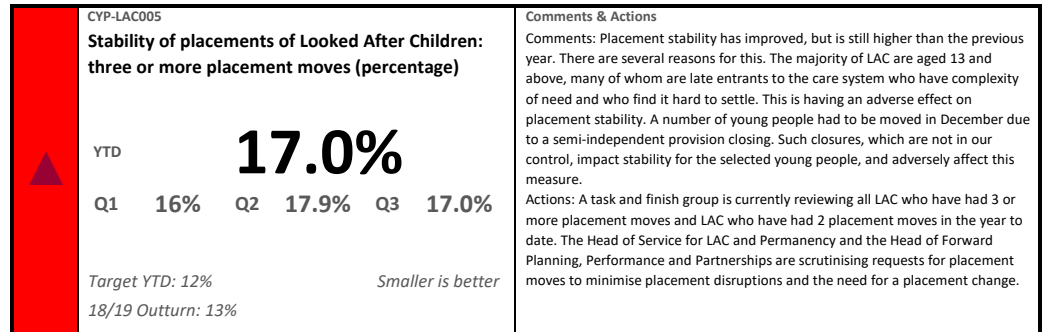
Cllr Krupesh Hirani

Phil Porter



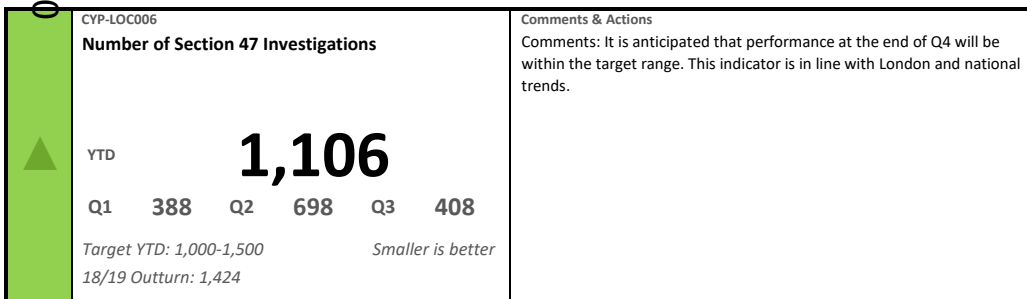
Cllr Krupesh Hirani

Phil Porter



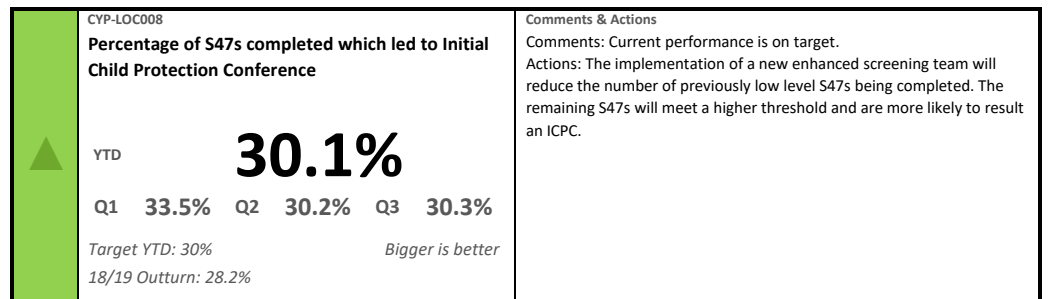
Cllr Mili Patel

Gail Tolley



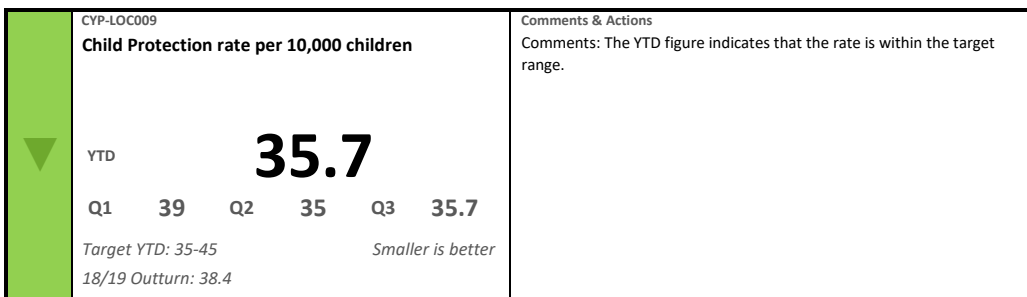
Cllr Mili Patel

Gail Tolley



Cllr Mili Patel

Gail Tolley



Cllr Mili Patel

Gail Tolley

Strong Foundations

<p>ACE-COM001</p> <p>Income generated by the Communications Team</p> <p>YTD £198,753</p> <p>Q1 £117k Q2 £51k Q3 £31k</p> <p>Target YTD: £428k Bigger is better</p> <p>18/19 Outturn: £320k</p>	<p>Comments & Actions</p> <p>Comments: We are currently forecasting a year end position of around £350,000 which will be an improvement on the 2018/19 outturn and, if achieved, the most external income the team has ever brought in. Q3 is traditionally quieter for filming enquiries due to the lull over December and January. The new JCDeacux 6 sheet advertising contract is set to be delivering the full £95k p/a from June 2020 which will plug part of the gap in 2020/21.</p> <p>Actions: A restructure is required to realign and create new roles to enable all of the income generating parts of the Communications team the best chance to achieve the increased income target in future years.</p>
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Cllr Muhammed Butt

Shazia Hussain

<p>ACE-EMS001</p> <p>Number of complaints upheld by the ombudsman</p> <p>YTD 17</p> <p>Q1 2 Q2 9 Q3 6</p> <p>18/19 Outturn: 23 Contextual</p>	<p>Comments & Actions</p> <p>Comments: Number of Ombudsman cases have dropped compared to the previous quarter. Actual YTD reflects that 17 of 64 decisions made were Upheld by the Ombudsman. This represents an Upheld rate of 27%.</p>
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Cllr Margaret McLennan

Shazia Hussain

<p>ACE-EMS004</p> <p>Number of Stage 1 complaints upheld/partially upheld</p> <p>YTD 597</p> <p>Q1 201 Q2 216 Q3 180</p> <p>18/19 Outturn: 852 Contextual</p>	<p>Comments & Actions</p> <p>Comments: Data up to 24/11/2019 - In Q3 19/20 44% of all Stage 1 cases were recorded as Upheld or Partially Upheld. This represents 108 cases out of 408 cases closed. The current YTD figure is 597 cases upheld/partially upheld out 1388 cases. (43%)</p>
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Cllr Margaret McLennan

Shazia Hussain

<p>ACE-EMS005</p> <p>Percentage of FOI requests responded to within 20 working days</p> <p>YTD 93.0%</p> <p>Q1 92% Q2 95% Q3 93%</p> <p>Target YTD: 90% Bigger is better</p> <p>18/19 Outturn: 92%</p>	<p>Comments & Actions</p> <p>Comments: Performance is above the 90% YTD target at 93% which is the same as the previous quarter. There were a total of 414 requests due in Q3 with 385 closed down on time. Community Wellbeing (Housing Services) had the lowest performance achieving under target at 85%.</p>
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Cllr Margaret McLennan

Shazia Hussain

<p>ACE-EMS006</p> <p>Percentage of members enquiries responded to within 10 days</p> <p>YTD 96.0%</p> <p>Q1 96% Q2 96% Q3 97%</p> <p>Target YTD: 100% Bigger is better</p> <p>18/19 Outturn: 97%</p>	<p>Comments & Actions</p> <p>Comments: Member Enquiries response performance remains strong and in line with previous quarters. 97% of 1,466 enquiries were closed in time in Q3 19/20. This is a 1% point increase on the previous quarter. YTD figures show 5,027 cases out of 5,222 have been closed in time.</p>
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Cllr Muhammed Butt

Shazia Hussain

<p>ACE-EMS007</p> <p>Percentage of Stage 1 complaints responded to within timescale (Corporate)</p> <p>YTD 95.0%</p> <p>Q1 94% Q2 96% Q3 94%</p> <p>Target YTD: 100% Bigger is better</p> <p>18/19 Outturn: 94%</p>	<p>Comments & Actions</p> <p>Comments: Data up to 24/11/2019 - Corporate stage 1 complaint response performance remains in the mid 90's. Q3 2020 saw another strong performance with 96% of 394 cases closed on time. This is the same as the previous quarter. YTD performance is currently at 95% of 1,277 cases closed in time. This is 1% point higher than the 2018-19 Outturn.</p>
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Cllr Margaret McLennan

Shazia Hussain

<p>ACE-EMS008</p> <p>Percentage of Stage 1 complaints responded to within timescale (Statutory)</p> <p>YTD 92.0%</p> <p>Q1 88% Q2 93% Q3 93%</p> <p>Target YTD: 100% Bigger is better</p> <p>18/19 Outturn: 91%</p>	<p>Comments & Actions</p> <p>Comments: Data up to 24/11/2019 - Stage 1 statutory complaint performance achieved 93% of 43 cases closed in time for Q3 2019-20. This was made up of a split of 15 out of 16 cases for ASC and 25 out of 27 cases for CYP closed in time.</p>
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Cllr Margaret McLennan

Shazia Hussain

<p>ACE-EMS009</p> <p>Percentage of Stage 2 complaints responded to within timescale (Corporate)</p> <p>YTD 91.0%</p> <p>Q1 98% Q2 92% Q3 81%</p> <p>Target YTD: 100% Bigger is better</p> <p>18/19 Outturn: 87%</p>	<p>Comments & Actions</p> <p>Comments: Corporate Stage 2 response performance saw a dip in Q3 2019-20 compared to the previous quarters. 81% of 53 responses were sent in time for Q3, compared with 92% in Q2. This is a reduction of 11% points. Despite this, the YTD outturn for 2019-20 is currently at 91% compared with 87% for the whole of 2018-19.</p>
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Cllr Margaret McLennan

Shazia Hussain

Strong Foundations

<p>ACE-EMS010</p> <p>Percentage of Stage 2 complaints responded to within timescale (Statutory)</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">YTD 38.0%</p> <p>Q1 50% Q2 50% Q3 20%</p> <p>Target YTD: 100% Bigger is better</p> <p>18/19 Outturn: 50%</p>	<p>Comments & Actions</p> <p>Comments: Statutory Stage 2 complaint response performance remains poor. This is largely down to the complexity of the cases involved. Q3 2019-20 saw response rates drop to 29% of cases closed in time. This was 21% points lower than the quarter. The YTD figure of 43% is based on 10 of 23 cases being closed on time.</p>
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Cllr Margaret McLennan

Shazia Hussain

<p>CDS-BCS002</p> <p>Percentage of telephone calls answered through the council's ACD system</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">YTD 79.57%</p> <p>Q1 79.75% Q2 81.24% Q3 79.57%</p> <p>Target YTD: 80% Bigger is better</p> <p>18/19 Outturn: 77.2%</p>	<p>Comments & Actions</p> <p>Comments: Actual YTD performance 79.57% is better than 18/19 - 77.20%. Our current YTD is below the target YTD by 0.43%. Over the next two months we are hopeful that this will improve. The new CRM email system was introduced and staff trained during this period. The phone performance will improve as staff will have more time to deal with telephone calls due to automation of e-mails in some areas.</p>
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Cllr Margaret McLennan

Peter Gadsdon

<p>CDS-ICT001</p> <p>Percentage of staff who have completed mandatory online Information Governance courses within one month of becoming due</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">YTD 85%</p> <p>Q1 84% Q2 83% Q3 86%</p> <p>Target YTD: 90% Bigger is better</p> <p>New KPI for 2019/20</p>	<p>Comments & Actions</p> <p>Comments: Although figures are below target they are increasing.</p> <p>Actions: Discuss at IGG Board, new training material to be rolled out</p>
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Cllr Margaret McLennan

Peter Gadsdon

<p>CDS-ICT002</p> <p>Percentage of Subject Access Requests (SARs) responded to within the statutory timescales</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">YTD 94%</p> <p>Q1 86% Q2 98% Q3 99%</p> <p>Target YTD: 90% Bigger is better</p> <p>18/19 Outturn: 85%</p>	<p>Comments & Actions</p> <p>Comments: SAR performance has increased significantly, received positive feedback received from ICO. ICO has increased the SAR performance criteria from 90% to 95%.</p> <p>Actions: Quarterly SAR Forum has begun from Jan 2020 and To Continue with weekly SAR tracker.</p>
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Cllr Margaret McLennan

Peter Gadsdon

<p>CDS-REG001</p> <p>Percentage of deaths registered within five days (excluding those referred to the Coroner)</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">YTD 91.0%</p> <p>Q1 93% Q2 92% Q3 89%</p> <p>Target YTD: 90% Bigger is better</p> <p>18/19 Outturn: 81%</p>	<p>Comments & Actions</p> <p>Comments: Death Registrations registered within 5 days have shown improved performance year to date. Only three London Boroughs have met target year to date. Brent have registered 1132 deaths for the period April 19 to Dec 19 and achieved 91% against a target for 90%. Brent is the highest in the London region as we have the highest number of deaths registered compared to Hounslow who only have 659 deaths registered year to date at 96% and Hammersmith and Fulham who have registered 760 deaths achieving 91%. This has been achieved with 5 day closure during the Christmas period and Consultants on leave delaying signing of the Medical Certificates which has had an impact on the five day registration hence the slight drop in December. Northwick Park acute hospital has one of the largest A&E intakes which accounts for the larger volume of deaths.</p> <p>Actions: We concentrated extra registrars to cope with the volumes when customers dropping in, it helps that it is a quieter time for weddings to create more capacity</p>
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Cllr Margaret McLennan

Peter Gadsdon

<p>CDS-REG002</p> <p>Registration and Nationality external income achieved to date</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">YTD £798,168</p> <p>Q1 £271k Q2 £282k Q3 £256k</p> <p>Target YTD: £705k Bigger is better</p> <p>18/19 Outturn: £1.22m</p>	<p>Comments & Actions</p> <p>Comments: Registration and Nationality are on target to meet our yearly income target of £940,000. We are driving the service to maximise income using new initiatives; with the introduction of ceremony open days and working with local business partners to offer attractive packages to enhance the customer expectation and using social media advertising campaigns. Working as a team to increase awareness of private citizenship ceremonies and the European Presettlement and Settlement Scheme. As expected, there is a natural reduction in volumes of ceremonies in quarter three, and although income has dropped slightly, we have achieved target. The volumes are expected to rise again in Quarter 4 for the financial year.</p>
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Cllr Margaret McLennan

Peter Gadsdon

Strong Foundations

<p>CDS-REG004 Percentage of births registered within 42 days</p> <p style="text-align: center;">YTD 98.67%</p> <p>Q1 98% Q2 99% Q3 99%</p> <p><i>Target YTD: 98% Bigger is better</i> <i>New KPI for 2019/20</i></p>	<p>Comments & Actions Comments: The percentage of birth registrations registered within 42 days fluctuated in quarter three, with 413 births presented in October 2019, 390 in November 2019 and 324 in December 2019. In total 1127 births were registered in quarter three of 2019/2020. As part of our digital strategy appointments and certificates can now be booked and purchased online 24/7, which allows the customer the choice to book the appointment in their own time, face to face and telephone options are still available for customers with more complex queries. We also have a digital self serve check-in at reception, which informs us that the customer has arrived, which is seamless for the customer. We are able to flex the appointment availability in our service diaries for births, marriages and civil partnerships and notices of marriage or civil partnerships and European presettlement and settlement scheme depending on customer demand.</p>
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Cllr Margaret McLennan

Peter Gadsdon

<p>CDS-REV001 Average days taken to process new benefit claims and change events</p> <p style="text-align: center;">YTD 8.9</p> <p>Q1 9.1 Q2 8.5 Q3 8.9</p> <p><i>Target YTD: 8.7 Smaller is better</i> <i>18/19 Outturn: 11.32</i></p>	<p>Comments & Actions Comments: Actual YTD performance 8.9 days is better than 18/19-11.32 days. Our current YTD is below target by 0.2 days. This is a significant improvement in performance even with the challenges of additional work from DWP. Equally the Benefits Subsidy, our quality assurance and Local authority error is below threshold. Overall a big improvement.</p>
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Cllr Margaret McLennan

Peter Gadsdon

<p>CDS-REV002 Non-Domestic Business Rates (NNDR)</p> <p style="text-align: center;">YTD 83.30%</p> <p>Q1 28.7% Q2 28.1% Q3 26.4%</p> <p><i>Target YTD: 87% Bigger is better</i> <i>18/19 Outturn: 99.02%</i></p>	<p>Comments & Actions Comments: While NNDR collection rate appears to be behind, there is NNDR due from the Council that is in the process of being paid.</p>
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Cllr Margaret McLennan

Peter Gadsdon

<p>CDS-REV003 Percentage of Council Tax collected</p> <p style="text-align: center;">YTD 82.10%</p> <p>Q1 30.3% Q2 26.0% Q3 25.8%</p> <p><i>Target YTD: 85.2% Bigger is better</i> <i>18/19 Outturn: 96.08%</i></p>	<p>Comments & Actions Comments: The Council tax collection rate is lower compared to the same time last year in part due to increases in the collectable debt as new banded properties are sent their bills; over £1.5m in debts fits this category and in addition £580k is awaited from Housing.</p>
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Cllr Margaret McLennan

Peter Gadsdon

<p>CDS-REV004 Value of Council Tax arrears recovered</p> <p style="text-align: center;">YTD £2,414,765</p> <p>Q1 £395k Q2 £950k Q3 £1.07m</p> <p><i>Target YTD: £2.40m Bigger is better</i> <i>18/19 Outturn: £2.40m</i></p>	<p>Comments & Actions Comments: On track and ahead of same point last year.</p>
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Cllr Margaret McLennan

Peter Gadsdon

<p>CDS-REV005 Value of HB overpayments recovered</p> <p style="text-align: center;">YTD £6,633,758</p> <p>Q1 £2.13m Q2 £2.36m Q3 £2.15m</p> <p><i>Target YTD: £7.20m Bigger is better</i> <i>18/19 Outturn: £9.63m</i></p>	<p>Comments & Actions Comments: This is £466k behind forecasted projections. In order to close the gap a number of outbound telephone call campaigns focused on recovery of 2016-2018 debt alongside a review of legal cases are being undertaken to support the objective of reducing the deficit during Q4</p>
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Cllr Margaret McLennan

Peter Gadsdon

<p>CDS-WEB001 33% of all website traffic generated from repeat visitors</p> <p style="text-align: center;">YTD 27.70%</p> <p>Q1 35% Q2 31.8% Q3 30.0%</p> <p><i>Target YTD: 33% Bigger is better</i> <i>New KPI for 2019/20</i></p>	<p>Comments & Actions Comments: YTD, the trend is in line with 2018-19. There is typically a dip in returning visitors in Q3. Monthly returning visitor numbers are typically above target. Actions: Will continue to monitor year-on-year trends, along with returning session numbers.</p>
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Cllr Margaret McLennan

Peter Gadsdon

<p>CDS-WEB002 Average website bounce rate from visitors below 33%</p> <p style="text-align: center;">YTD 34.40%</p> <p>Q1 32.6% Q2 35.67% Q3 32.72%</p> <p><i>Target YTD: 32% Smaller is better</i> <i>New KPI for 2019/20</i></p>	<p>Comments & Actions Comments: Mobile bounce rates continue to push the average number up due to the design and build of the current site. In the Services for Residents area of the site, which we have made improvements to over the last year, the bounce rate now sits below 30%. Actions: The new website redevelopment project will start in Q4. A key objective of the new design and build will allow us to address the issues around mobile and accessibility.</p>
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Cllr Margaret McLennan

Peter Gadsdon

Strong Foundations

	<p>CEX-FIN001 Percentage of invoices paid on time</p> <p style="font-size: 24px; font-weight: bold; text-align: center;">74.83%</p> <p>YTD</p> <p>Q1 77.8% Q2 75.4% Q3 71.3%</p> <p>Target YTD: 80% Bigger is better 18/19 Outturn: 77.9%</p>	<p>Comments & Actions</p> <p>Comments: The implementation of the Brent Policy on making invoice payments 30 days from date invoice received, (previously 30 days from invoice date), and some scanning delays resulted in the slight decrease in paying invoices on time. All Brent services are now contacted daily to also advise them to receipt PO numbers as this is also one of the main causes of delays in invoice payments through Oracle.</p> <p>Actions: The Accounts Payable improvement programme is currently being deployed, this will include training staff and creating a workflow to identify any invoices on hold for payment on Oracle - the largest improvement is anticipated once our new AP management tool (Kefron) is operational by the end of Feb 2020.</p>
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Clr Margaret McLennan

Minesh Patel

	<p>CEX-HRE001 Average days sickness (Previous 12 months)</p> <p style="font-size: 24px; font-weight: bold; text-align: center;">6.13</p> <p>YTD</p> <p>Q1 6.07 Q2 6.05 Q3 6.13</p> <p>18/19 Outturn: 6.11 Contextual</p>	<p>Comments & Actions</p> <p>Awaiting commentary</p>
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Clr Margaret McLennan

Debra Norman

Page 164	<p>CWB-HMA003 Current rent collected as a percentage of rent due</p> <p style="font-size: 24px; font-weight: bold; text-align: center;">98.83%</p> <p>YTD</p> <p>Q1 100.0% Q2 100.9% Q3 98.5%</p> <p>Target YTD: 99.5% Bigger is better 18/19 Outturn: 98.62%</p>	<p>Comments & Actions</p> <p>Comments: Collections have improved in December and the income team are pushing to increase collections and reduce arrears in the following quarter. The service is confident for the final quarter that collection rates will increase and have now introduced a dedicated visiting day for all officers. On this day officers will conduct home visits in order to support vulnerable or hard to engage residents in sustaining their tenancy and paying their rent. Performance has been impacted by factors such as long term staff sickness and cases which are on hold and awaiting tenancy management action. These will be dealt with as a priority.</p> <p>Actions: In the final quarter the following objectives have been planned to boost rent collection:</p> <ul style="list-style-type: none"> Targeted out of hours telephone calls Home visits and mass text messages Referrals for DHP fund to assist vulnerable tenants with their arrears Complete all arrears actions on current tenants prior to the implementation of a new planned arrears management module
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Clr Eleanor Southwood

Phil Porter

	<p>CWB-HMA004 Current rent collected for households on Universal credit as a percentage of rent due</p> <p style="font-size: 24px; font-weight: bold; text-align: center;">87.57%</p> <p>YTD</p> <p>Q1 92% Q2 114% Q3 88%</p> <p>Target YTD: Contextual Bigger is better New KPI for 2019/20</p>	<p>Comments & Actions</p> <p>Comments: Rent collection rates where the tenant is in receipt of UC has decreased in December. This was anticipated due to the social pressures on tenants at this time of year. The service is now undertaking targeted work with these individuals to tackle arrears and create affordable repayment plans.</p>
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Clr Eleanor Southwood

Phil Porter

	<p>CWB-HMA006 Percentage of housing customers satisfied with the repairs service received</p> <p style="font-size: 24px; font-weight: bold; text-align: center;">82.00%</p> <p>YTD</p> <p>Q1 81.5% Q2 84.7% Q3 83.4%</p> <p>Target YTD: 82% Bigger is better 18/19 Outturn: 77%</p>	<p>Comments & Actions</p> <p>Comments: Repair satisfaction has grown consistently this year and is on target, despite the challenges involved in embedding the new CRM system and putting processes in place to better manage complex repair cases.</p> <p>Actions: The surveying team have been and are being encouraged to assist our contractors in a more collaborative way and have in place systems to enable them now track through the more complex repairs. There has been a slight dip in customer satisfaction since October whilst CRM beds in but as the new systems and procedures, and of course, that collaborative working, gets slicker, we would in turn, want to see CS rise again.</p>
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Clr Eleanor Southwood

Phil Porter

	<p>CWB-HMA010 Percentage of calls answered in three minutes (Housing Management)</p> <p style="font-size: 24px; font-weight: bold; text-align: center;">51.85%</p> <p>YTD</p> <p>Q1 53.5% Q2 53.0% Q3 46.3%</p> <p>Target YTD: 80% Bigger is better 18/19 Outturn: 65.4%</p>	<p>Comments & Actions</p> <p>Comments: There was a significant improvement in performance for number of calls answered within 3 minutes. This is evidence of the service's effort to stabilise the new systems and platforms introduced and embed new processes. There were recorded outages of both CRM and the 8x8 system in December (approximately 5 days) all of which were logged and resolved.</p> <p>The service is in the process of reviewing this performance indicator for 2020/2021 as the contact centres role has shifted to resolving issues as well as triaging for other teams meaning call handling and therefore call waiting time is longer.</p> <p>Actions: We have a full review of requested fixes for CRM in January 2020 and a refresher training programme along with further refined CRM processes to further improve teams interaction and inputting times in CRM. The contact centre are carrying 3 vacancies that are due to be recruited to at the beginning of the new year.</p>
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Clr Eleanor Southwood

Phil Porter

Strong Foundations

▼	R&E-BC001 Income generated by Building Control	Comments & Actions Awaiting commentary
YTD	£1,750,566	
	Q1 £574k Q2 £751k Q3 £220k	
	Target YTD: £1.19m Bigger is better	
	18/19 Outturn: £1.39m	

Clr Shama Tatler

Amar Dave

▼	R&E-PRO001 Revenue income secured from commercial portfolio	Comments & Actions Comments: There have been a number of credit notes requested that corrected errors from the past some of which will be re-invoiced in Q4. Other matters that require further investigation will result in outstanding invoices to be produced Actions: Finalise and invoice outstanding amounts
YTD	£1,764,686	
	Q1 £519k Q2 £681k Q3 £565k	
	Target YTD: £1.80m Bigger is better	
	18/19 Outturn: £2.42m	

Clr Shama Tatler

Amar Dave

Internal Business

▼	CYP-INC002 Number of EHCPs maintained	Comments & Actions Comments: The number of new plans issued has been rising since March. There has been a significant rise in Early Years assessments. December's YTD figure (2329) is slightly higher than the November YTD. Actions: The council will continue to process EHCPs, the majority of which are from children within mainstream schools. There is, however, increasing demand for special school placements particularly secondary and early years placements.
YTD	2,329	
	Q1 2,251 Q2 2,185 Q3 2,329	
	Target YTD: 2,240 Smaller is better	
	New KPI for 2019/20	

Clr Mili Patel

Gail Tolley

▼	CYP-LAC001 Average days between a child entering care and moving in with his/her adoptive family, for those adopted (three year average)	Comments & Actions Comments: The placement of one child with complex needs took longer than anticipated which has impacted on this KPI. Despite this, Brent's adoption performance compares favourably to statistical neighbours as well as England average. Actions: The cases of all children with the care plan of adoption are tracked and performance is monitored by senior managers. Adoption performance is monitored by the Corporate Parenting Committee on a 6 monthly basis.
YTD	392.4	
	Q1 398 Q2 392.4 Q3 392.4	
	Target YTD: 355 Smaller is better	
	18/19 Outturn: 387	

Clr Mili Patel

Gail Tolley

▲	CYP-LAC004 Rate of Looked After Children per 10,000 of population	Comments & Actions Comments: There has been a slight reduction in the number of children in care. This is as a result of some children being reunified with their families at the end of court proceedings and young people turning 18.
YTD	39.2	
	Q1 40 Q2 42 Q3 39	
	Target YTD: 40 Smaller is better	
	18/19 Outturn: 38.7	

Clr Mili Patel

Gail Tolley

▼	CYP-LOC002 Rate of referrals per 10,000 children	Comments & Actions Comments: Performance is on course to meet the target figure of 550.
YTD	395.7	
	Q1 137 Q2 256 Q3 396	
	Target YTD: 550 Smaller is better	
	18/19 Outturn: 542.8	

Clr Mili Patel

Gail Tolley

▲	CYP-LOC004 Number of Children and Family Assessments	Comments & Actions Comments: Performance is on course to fall within the target range.
YTD	2,733	
	Q1 895 Q2 1,905 Q3 823	
	Target YTD: 3,000-4,000 Smaller is better	
	New KPI for 2019/20	

Clr Mili Patel

Gail Tolley

▲	CYP-LOC005 Rate of Children and Family Assessments per 10,000 children	Comments & Actions Comments: The rate of CFAs per 10,000 at 350 is good performance against the target and compared to the previous year.
YTD	350.9	
	Q1 115 Q2 245 Q3 106.6	
	Target YTD: 387-515 Smaller is better	
	18/19 Outturn: 501.9	


Clr Mili Patel

Gail Tolley

<p>CYP-SWA001</p> <p>Percentage of permanent social work grade posts (S02-P03)</p> <p>YTD TBC</p> <p>Q1 66.24% Q2 74.8% Q3 TBC</p> <p><i>Target YTD: 75%</i> <i>Bigger is better</i></p> <p><i>New KPI for 2019/20</i></p>	<p>Comments & Actions</p> <p>Comments: Updated data from Comensura is due on 15 January 2020.</p>
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Clr Mili Patel

Gail Tolley

 Brent	Cabinet 9 th March 2020
	Report from the Assistant Chief Executive
Brent Neighbourhood Community Infrastructure Levy (NCIL) Projects	

Wards Affected:	All
Key or Non-Key Decision: <small>(only applicable for Cabinet, Cabinet Sub Committee and officer decisions)</small>	Key
Open or Part/Fully Exempt: <small>(If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)</small>	Open
No. of Appendices:	Three Appendix 1: Brent CIL Neighbourhood Boundaries Appendix 2: Lexi Cinema – Community Use Pie Charts Appendix 3: Direct Services – Garden Design
Background Papers:	None
Contact Officer(s): <small>(Name, Title, Contact Details)</small>	Kate Lambert Grants Manager 020 8937 1170 Email: kate.lambert@brent.gov.uk

1. Purpose of the Report

- 1.1 The Community Infrastructure Levy (CIL) is a charge applied to eligible developments to help fund strategic (borough-wide) and neighbourhood infrastructure related to development. Brent’s CIL was formally introduced on 1 July 2013.
- 1.2 The NCIL scheme is a key driver of positive change in the borough within the context of the Brent Borough Plan, 2019-2023. As can be seen within the descriptions of the project proposals included in this report, NCIL projects cut across the five overarching themes of the Borough Plan, both through the broad scope of individual projects and through the diversity of projects funded through NCIL. The five overarching themes in the Borough Plan are: Every opportunity to succeed; A future built for everyone, an economy fit for all; A cleaner, more considerate Brent; A borough where we can all feel safe, secure, happy and healthy; Strong foundations.
- 1.3 This report requests that Cabinet approves the allocation of Neighbourhood CIL (NCIL) funds for 11 community projects from round two of the 2019/20 NCIL programme.

2. Recommendations

2.1 To approve the NCIL allocation of:

- **£132,400** to support the building of Barn Hall and all of the activities taking place, once built, for the Small Business Incubator Company in Willesden
- **£326,085** to support the Moving On Up Employment programme for Brent Council's Moving On Up Employment Consortium across all of Brent.
- **£385,000** to support the expansion of the Lexi Hub for the Lexi Cinema in Kilburn and Kensal
- **£177,910** to support the Brent goes Wild Project for the Young Brent Foundation consortium in Wembley
- **£226,000** to support the Riverside Connections: Walking with Nature from Wembley Park to the Welsh Harp for Thames 21 to be delivered by Brent Council in Kingsbury and Kenton and Willesden
- **£109,620** to support the building of the new Millennium Garden of Peace and Life for Direct Services to be delivered by Brent Council in Willesden
- **£120,000** to support the financial support and debt management project for Advice4renters in Harlesden and Kilburn and Kensal.
- **£200,000** to support a mentoring and education programme targeting gang members for Access UK across all of Brent.
- **£395,596** to support the building of a second building for SEND pupils and the local community and families for Barham Primary School in Sudbury, Wembley.
- **£140,423** to support the Person Centred Advocacy Project with Casework for the Bosnia and Herzegovina Community Advice Centre (BHCAC) in Harlesden
- **£105,290** to support the Inspiring Decent Work Futures (IDWF) for SEIDS Hub (Caritas Westminster) in Wembley

Please note subsequent to cabinet approving any of these projects, the final stage will be:

The Assistant Chief Executive, Head of Strategy and Partnerships and Grants Manager will give further scrutiny on ensuring a deliverable measurable outcome analysis is completed in conjunction with the organisation/Brent Council. This will form part of a signed funding agreement regularly monitored. If the outcomes are not in line with Brent Council priorities and not agreed, the funding offer may be withdrawn.

3. Neighbourhood CIL – Background

3.1 Brent’s NCIL Programme has been a great success since its launch in 2017. Community groups, residents and stakeholders have been encouraged and supported to submit bids and, to date, over £8m of NCIL funds have been allocated to community infrastructure projects.

3.2 The CIL Regulations 2010 stipulate that at least 15 per cent of CIL receipts generated may be spent on neighbourhood projects, that is, infrastructure or anything else that is concerned with addressing the demands that development places on an area (capped at £100/dwelling each financial year).

3.3 Whilst the legislation does not prescribe a process for how NCIL is allocated, the expectation is that priorities are decided following engagement and consultation with the local community. As a result, Brent is divided into five CIL Neighbourhoods; Kilburn & Kensal, Kingsbury & Kenton, Wembley, Willesden and Harlesden.

3.4 Where a Neighbourhood Plan is in place, then up to 25 per cent of CIL collected from liable developments within the Neighbourhood Plan boundary may be spent on neighbourhood priorities. There are two adopted Neighbourhood Plans in Brent; Sudbury Town and Harlesden. A diagram showing the CIL Neighbourhood and Forum boundaries is in **Appendix 1**.

3.5 All shortlisted NCIL projects must be aligned to at least one of the Neighbourhood Priorities identified via consultation (January 2019).

A summary of the current NCIL priorities is in **Table 1**:

CIL Neighbourhood	Community Space & Cultural facilities	Parks & Green Space	Town Centre & High Streets	Transport & Roads
Harlesden	✓	✓	✓	✓
Kilburn & Kensal	✓	✓	✓	✓
Kingsbury & Kenton	✓	✓	✓	✓
Wembley	✓	✓	✓	✓
Willesden	✓	✓	✓	✓

3.6 Applications for NCIL funds are allocated twice a year. The last round closed on 1 December 2019. All projects are assessed on how well they meet the

NCIL shortlisting criteria by the NCIL panel, consisting of the Cabinet Member for Regeneration, Properties and Planning; the Head of Planning and Development Services, Planning Transport and Licensing; the Head of Strategy and Partnerships; and a backbench councillor. All projects that meet the shortlisting criteria will receive a provisional offer of funding as long as NCIL funds are available and Brent Council's terms and conditions of grant funding are met. Following shortlisting by the panel, any request for NCIL funds over £100,000 in value must also receive final approval from Brent's Cabinet. This will be followed by a further scrutiny panel on outcomes prior to signed funding agreement.

3.7 11 projects were shortlisted by the panel during December 2019 to February 2020 that were greater than £100,000 in value and requiring approval by cabinet.

3.8 The shortlisting criteria for all NCIL projects are as follows:

- Meets the terms of the CIL Regulations (2010) as amended
- Evidences community backing
- Addresses the demands that development places on an area
- Reflects the strategic priorities of the Council & CIL Neighbourhood
- A one-off scheme that does not require additional revenue funding in its delivery or its operation (or identifies how additional revenue funding may be met)
- Benefits a diverse Brent community
- Offers value for money

3.9 The 11 projects that Cabinet are asked to consider were submitted by the Small Business Incubator Company, Brent Council's Moving On Up Employment Consortium, The Lexi Cinema, the Young Brent Foundation, Thames 21, Direct Services, Advice4renters, Access UK, Bosnia and Herzegovina Community Advice Centre (BHCAC), Barham Primary School and Seids Hub (Caritas Westminster). Three of these projects are to improve community facilities in Brent. The creation and improvement of community facilities will help address the demands that development places on local communities.

4. **The Small Business Incubator Company**

4.1 The Small Business Incubator Company sought funds to establish the Grange Barn Hall, an inspirational, multi-functional enterprise space at the Grange focusing on the digital, internet, health and well-being sectors. This will replace the shed located in the grounds of the Grange which is unsuitable for purpose.

4.2 The new building will provide:

- 1 new unique two-storey business space
- A one stop shop for business support for local entrepreneurs at all stages
- 1 x multi use hall suitable for enterprise activities, training, networking, pop up events, exhibitions
- Kitchenette/toilets

- 10 x smart workspaces for co-working and business start ups
- A number of events and sessions delivered by the Small Business Enterprise company using volunteers

4.3 The Project meets the CIL regulations by providing physical infrastructure and addresses the demands of development by creating more community space to engage business development in Brent with an increasing population. The population is expected to increase between 2019-2041 by 42% and 55% respectively with an increase in building of residential and non-residential sites. The area has lost office space to housing units and lost youth and community centres. The council has identified at least 5 sites locally for residential development. This impacts resident's economic, social and environmental welfare. This new community space will address this impact of local development.

4.4 The Small Business Incubator Company are registered on companies' house as a letting and operating of own or leased real estate.

4.5 A summary of the provisional milestones for implementing these proposals is in **Table 2**.

Table 2 – The Small Business Incubator Company provisional milestones

Programme Milestone	Estimated Completion Date
Submit planning application and Establish Project team	April 2020
Appoint Architects	April 2020
Get 3 quotations from contractors to build Barn Hall	May 2020
Recruit volunteers and organisations to deliver Barn Hall activities	June 2020
Design mentoring and training activities, forms, surveys, marketing campaign	July 2020
Planning permission granted	August 2020
Appoint Contractor to build Barn Hall	October 2020
Construct Barn Hall, reinforce boundary fencing, plant shrubs and flowers, and fit out.	November 2020 – April 2021
Establish calendar of activities and publicise	January 2021
Commence main marketing, update website, conduct radio interviews. Brent Council officers sign off the build	March 2021
Barn hall Opening Launch event	April 2021
Start training workshops	May 2021 – March 2023

4.6 The total project cost has been calculated as **£132,400** which is the total NCIL contribution.

5. **Brent Council**

5.1 Brent Council sought funds to set up the Moving On Up Employment programme, a 2-year project to support young black men into employment or closer to the labour market. The project will be delivered by a consortium, of voluntary sector organisations known as the Brent Moving On Up Employment Consortium.

5.2 The project will provide:

- Employment support for 2 years engaging 300 participants
- Each participant will be provided with at least 10 hours of support and will be adapted to need up to 50 hours.
- Participants will be given 'in work' support

- 5.3 The project meets the CIL regulations by providing educational and social infrastructure and addresses the demands of development by meeting the employment needs of an increasing number of young people in the borough. Local development has impacted community cohesion and raised the cost of living. This has impacted businesses on being able to sustain a local workforce and residents on being able to continue to live in the area. The project addresses this through providing opportunity for employment and more sustainable income. Employers will be able to source locally addressing some of the economic issues raised through increased development. This will be addressed primarily by the construction industry. This particular client group have been marginalised further due to increase in populations and this will address this impact in the future.
- 5.4 A summary of the provisional milestones for implementing these proposals is in **Table 3**.

Table 3 – Brent Council Employment Consortium	
Programme Milestone	Estimated Completion Date
Delivery begins (Trust for London funding) Launch event at Brent Civic Centre	Jan/Feb 2020
Recruit participants Begin training through 1-1 sessions (3-6 hours per month for each participant) and workshops (5 per month).	Feb 2020
Mentors recruited and matched with participant Research by Business in the Community and Peer Learning Forums	March 2020
Business in the Community Behind the Scenes day and Mystery Shopper – recruitment awareness session Procurement process for support for Somali young men to finish	April 2020
Business in the Community Peer Learning Forum and Mystery Shopper – recruitment awareness session Delivery of employment support for Somali young men to begin	May 2020
Toolkit for employers published	August 2020
Business in the Community Inclusive Employment training session	September 2020
End of year 1 – 100 participants engaged and 32 participants into employment through consortium – 25 engaged and 8 into employment through support for Somali young men Evaluation report	December 2020

Second year of delivery of employment support with learning from work by Business in the Community	January 2021
Project ends – final evaluation report completed 250 participants engaged and 80 into employment across whole project	January 2022

5.5 The total project cost has been calculated at £644,174 of which £326,085 is the NCIL contribution. The match Funding is from Trust for London.

The Lexi Cinema

6.1 The Lexi Cinema sought funds to build a new community space attached to the Lexi Cinema. Planning permission has been granted for this build.

6.2 The new building will provide:

- A new eco build suitable for community gatherings
- 1 second cinema screen
- Provision of an additional 2000+ hours of community space per annum outside of film activity
- Local community employment and engagement across the build and fit out
- Community Space working with partners Brent Carers, Salusbury World, Black History Studies and Elders voice
- Additional affordable space for film shoots by local film makers and students
- Expanded and more diverse film programme

6.3 This Project meets the CIL regulations by providing a building and addresses the demands of development by providing increased community space for organisations to address the needs of the local area with a changing and increasing population. In Kensal Green and Harlesden the population has grown by 40%, Kilburn 20% and queens park 25%. Large amounts are private rental, HMO's increasing isolation, loneliness and decreased standards of living. Lack of community space is an issue and more community space is needed to address these demands. The key aim of this project is to improve community cohesion with an ever increasing population. They will not be able to deliver all their projects without the additional space.

6.4 The Lexi Cinema is a social enterprise independent boutique digital cinema in Kensal Rise. They donate 100% of their profits to charity and the service is predominantly run by local volunteers.

6.5 A summary of the provisional milestones for implementing these proposals is in **Table 4**.

Table 4 – The Lexi Cinema	
Programme Milestone	Estimated Completion Date
Architect prepare documents to submit for tender	February 2020
Building contractor appointed	April 2020
Start Building works	May 2020
Completion of build works	December 2020
Promotion of build and new facility	May 2020 – December 2020

6.6 The total project cost has been calculated at £526,250 of which **£385,000** is the NCIL contribution. The match Funding is from Spacehive Crowd Funding.

7 The Young Brent Foundation

7.1 The Young Brent Foundation sought funds to work with a consortium of partners for 14 months to investigate good practice in play and youth work specifically focusing on disengagement within Science, Technology, Engineering and Maths (STEM)

7.2 The new project will provide:

- 3-day training programme delivered by the Natural History Museum throughout the project
- 5 x Steering group meetings sharing learning and ideas with collaborators
- Resources and tools to support the education and learning of children in STEM
- After school programme of STEM activities including use of open space and natural wildlife and habitats
- Visits to the wildlife trust and Museums creation at Welsh Harp
- 15 Narrow boat activities over the summer holidays
- 150 YP involved in the John Muir Environmental Award scheme
- Booklet for children and families to learn more about parks and open spaces and the natural environment
- Independent evaluation report on completion of the project

7.3 The Project meets the CIL regulations by providing educational infrastructure and addresses the demands of development through meeting the needs of an increasing population, specifically young people, around the environment and outdoor learning. A needs analysis was completed and young people perceive there is a lack of outdoor space to socialise with peers and take part in activities. This is a direct result of development including less space and an increased population. The project will connect young people to outdoor space creating community cohesion and addressing diversity issues by meeting in neutral territory. Young people will own and preserve the more limited open spaces for their own education and cohesive socialisation.

- 7.4 The Young Brent Foundation is an independent voluntary sector body. An umbrella membership organisation, developed for the benefit of all youth providers across the borough of Brent.
- 7.5 A summary of the provisional milestones for implementing these proposals is in **Table 5**.

Table 5 – The Young Brent Foundation	
Programme Milestone	Estimated Completion Date
Project Planning and Partnership Agreements	March 2020
Play and Youth Work stem training Budget Work breakdown schedule Gantt chart for each organisation delivery Communication plan Amendments to Project Deliverables	April 2020
Recruit participants onto the project	April – May 2020
STEM Activities Effort and Cost Tracking Evaluation Project Highlights and Challenges	April 2020 – April 2021
Status and Tracking updates – KPI's	May 2020
Final Report	April 2021

- 7.6 The total project cost has been calculated at £184,911 of which **£177,910 is** the NCIL contribution. The match Funding is from the Natural History Museum and the Goldsmith University Canal and River Trust.

8 Thames 21

- 8.1 Thames 21 sought funds to transform 0.5 km of the River Brent between Wembley Park and the Welsh Harp. This project will be delivered by Brent Council.

- 8.2 The new project will provide:

- Clearing of dense undergrowth
- Increase safety
- Reduce fly tipping
- A new signed extended walking route with natural play and fitness equipment along the river Brent

- New accessible free draining paths through Quainton Recreation Ground
- New interpretation boards to connect local communities and walker to the riverside and wildlife
- Low cost ascot style fencing along steeper sections of the riverside
- A new safe crossing over Brent feeder canal
- A new vandal proof volunteer hub/equipment store with conservation tools

8.3 This project meets the CIL regulations by providing outdoor infrastructure and addresses the demands of development by providing more practical outdoor space for an increasing population and opens up more parks and open spaces. Development, within the immediate vicinity places pressure on the natural environment, whilst increasing demand to good quality outdoor space within easy walking distance. Population expansion and the loss of the historic Wembley Park, replaced by high density housing and amenities around the Wembley park area have increased the need for connectivity and a high quality greenspace. This project will reconnect local communities with nature improving impacted mental wellbeing and social cohesion.

8.4 Thames 21 is an organisation that aims to transfer neglected waterways into areas that everyone can use and enjoy, primarily with volunteers and other partners.

8.5 A summary of the provisional milestones for implementing these proposals is in **Table 6**.

Table 6 – Thames 21	
Programme Milestone	Estimated Completion Date
Agree programme of works with Brent Council Tender for contractors to deliver environmental enabling works Commission environmental surveys for tree works	February 2020
Deliver majority of scrub clearance Tender for remainder of the works Commission new signage and information boards	March – April 2020
Appoint contractors Commence INNS treatment programme Delivery to completion of new paths, bridge crossing, play and fitness equipment	May – July 2020
Installation of new signage and information boards Publicity and promotion of new route	August – September 2020
Launch and open new Wembley Park to Welsh Harp SSS1 route	October 2020

8.6 The total project cost has been calculated at **£226,000** which is the total NCIL contribution.

9 Direct Services

9.1 Direct Services sought funds to build the new Millennium Garden of Peace and Life in the New Millennium Day Centre. This project will be delivered by Brent Council.

9.2 The new project will provide:

- Garden Health and Safety by the removal of unsafe trees, old fencing and installation of new fencing
- Removal of ponds, green house, unsafe raised beds, old pathways
- Install gazebo, water feature, pathways, green house and pathways constructed
- Planting of trees and sensory garden

9.3 This project meets the CIL regulations by providing more outdoor infrastructure and addresses the demands of developments by increasing outdoor space for an increasing older population. Development brings an increase of people moving into local areas. This increases the demands for open space. To vulnerable adults, this change can be threatening and frightening. Those on the autistic spectrum need space where they can control social contact around them. People with sensory needs need to know they have a space to relax. This project will address these impacts by creating safe outdoor space for vulnerable adults.

9.4 The New Millennium Day Centre is a purpose built facility for adults aged 18 and over with physical and learning disabilities

9.5 A summary of the provisional milestones for implementing these proposals is in **Table 7**.

Programme Milestone	Estimated Completion Date
Garden Security	March 2020
Site clearance	March 2020/April 2020
Site Development	April/May 2020
Planting	May/June 2020

9.6 The total project cost has been calculated at **£109,620** which is the total NCIL contribution.

10. **Advice 4 Renters**

10.1 Advice 4 renters sought funds to run a 2-year project to provide holistic, integrated financial capability model to be cascaded through the local community, supporting individuals and families to manage their money, combat financial worries and address complex and unmanageable debt.

10.2 The New project will provide:

- A Free regulated debt management centre
- Outreach surgeries across 4 CIL neighbourhoods at Brent Hubs
- Support to faith and community groups to build sustainable infrastructure of ongoing financial support for their members
- Empower community leaders to cascade satellite services using person centred approach

10.3 This project meets with CIL regulations by providing financial infrastructure and addresses the demands of development by supporting and empowering an increasing population to be financially independent. Development in Brent has placed an upward pressure on property prices and rents. This risks gentrification and the breakup of communities. The project will strengthen communities, addressing social exclusion and promote health and wellbeing and community cohesion with an ever changing increasing population. The Project will build a sustainable infrastructure to meet the demands of development going forward.

10.4 Advice 4 renters are a tenants' rights organisation focusing on Private Tenants. The majority of the advice is through the legal aid system.

10.5 A summary of the provisional milestones for implementing these proposals is in **Table 8**.

Programme Milestone	Estimated Completion Date
In the community 4 the community launch event	April 2020
Start workshops for community groups and debt managers operational at Hubs	April 2020
Volunteers week celebration event	June 2020 and 2021
Budgeting workshops	July 2020 and 2021
Training to individuals and faith and community groups	July 2020
6 month review of deliverables and measures of success	August 2020
5 x partner organisations up and running workshops	September 2020
Talk money week	November 2020
Mid project evaluation	March 2021
Exit strategy re: cascaded services	November 2021
End of project	March 2022

10.6 The total project cost has been calculated at £157,000 with £120,000 which is the NCIL contribution. The match funding is from Caritas, oblates, Plater Funds.

11 **Access UK**

11.1 Access UK sought funds to run a project to address gang violence in Brent by using entrepreneurial training as a preventative tool or intervention tool to provide an alternative exit strategy.

11.2 The New project will provide:

- Engage 10-17 year olds in collaboration with primary and secondary schools/academies
- Engage gang members
- Provide fortnightly workshops
- Provide 1:1 appointments
- Provide industry taster days
- Help beneficiaries produce a business plan
- Help beneficiaries create a professional CV
- Accredited or certified qualifications

11.3 This project meets the CIL regulations by providing educational infrastructure and addresses the demands of development by diverting and educating an increasing and more diverse population of young people at risk of gang

involvement. New development exacerbates the community’s need for space to deliver youth services and addresses and increasing gang and knife crime culture.

11.4 Access UK are a charity whose main objective is to help reduce BME youth unemployment, provide employment and training solutions for young offenders and implement anti- gang initiatives in the community.

11.5 A summary of the provisional milestones for implementing these proposals is in **Table 9**.

Programme Milestone	Estimated Completion Date
Project Start	April 2020
Delivery of 2 core workshops per month	April 2020 – March 2022
1:1 Support for beneficiaries	April 2020 – March 2022
Outreach Advisors alternate between 10 key sites/wards per week, referring and booking appointments for the business coach	April 2020 – March 2022
Project end	March 2022

11.6 The total project cost has been calculated at £300,000 with £200,000 being the NCIL contribution. The match funding is supplied by Access UK including fundraising activity.

12. Barham Primary School

12.1 Barham Primary School has been operational in Brent since the 1930’s. It attracts children from the immediate area covering Wembley High Road and Ealing Road.

12.2 The aim of the project is to build a new Special Educational need building for use by the children, parents and the wider community out of school hours.

12.3 The project will provide the following facilities:

- An accessible all-purpose building (owlet)
- Delivery of support and training to children and families with SEND from a range of professionals
- Therapeutic work for SEND pupils

- 12.4 This Project meets the CIL regulations by providing a building and addresses the demands of development by providing a community space to address an increasing and more diverse population with more complex needs. This relates directly to the Wembley Central/park area residential developments. National statistics show an increase in the number of children with SEND and in particular educational health care plans. The out of hours enables families to be supported and building infrastructure to support families and children going forward.
- 12.5 Barham primary School is in the Wembley neighbourhood and has recently won a Pearson's National Teaching Award in 2019 for Special Needs Education. The project also has the support of the SEND Specialist Services Manager in Brent Council and CYP.
- 12.6 A summary of the provisional milestones for implementing these proposals is in Table 10.

Table 10 – Barham Primary School	
Programme Milestone	Estimated Completion Date
Building Commences	July 2020
Building opens	October 2020

- 12.7 The total project cost has been calculated as £395,595.84. The NCIL contribution being £395,595.84 i.e. 100% of total project costs. The VAT requested in the bid has been removed as this can be reclaimed.

13. Bosnia and Herzegovina Community Advice Centre (BHCAC)

- 13.1 The Bosnia and Herzegovina Community Advice Centre (BHCAC) sought funds to run a 2 year evidenced based project at Brent Hubs based on person centred advocacy.

- 13.2 The New project will provide:

- Volunteer recruitment, induction and training
- Delivery of welfare benefits rights training
- Volunteers provide regular community support
- Individual case work
- Fundraising to continue the project beyond NCIL

- 13.3 This project meets the CIL regulations by increasing emotional and financial infrastructure and meets the demands of development by supporting an increasing population from Bosnia and Herzegovina. Residents are feeling excluded from services due to an increase in demand particularly affordable housing. The project will increase the capacity at Brent Hubs giving sustainable

infrastructure for an increased demand for services particularly for new and emerging communities.

13.4 The Bosnia and Herzegovina Community Advice Centre (BHCAC) is a charity providing bi-lingual, free, independent, impartial information, advice and advocacy to disadvantaged and marginalised Londoners from 6 western Balkan countries.

13.5 A summary of the provisional milestones for implementing these proposals is in **Table 11**.

Programme Milestone	Estimated Completion Date
Adverts for full time Caseworker and volunteering opportunities Project Manager in post.	April 2020
Volunteers recruited, trained and inducted Project services and activities run by volunteers rolled out	April 2020
Welfare benefits rights training starts	May 2020
Case work and person centre advocacy ongoing	April 2020
Project Sustainability plan discussed and reviewed with Brent Hubs	June 2020

13.6 The total project cost has been calculated at £220,459 with NCIL contributing £140,423. The NCIL panel did not fund the full amount requested of £169,185, declining to fund the events and the NI and pension contributions, as they do not fit the NCIL criteria. The match funding was from the Brent Advice Fund, The National Lottery and the Community Fund (TNLCF). The staffing costs are £115,066 over 2 years and match funding of £35,040 for the sessional case worker. The salary costs are covering a part time Project manager and a full time caseworker. They are also expecting 1728 hours of volunteering in kind over 2 years. The costs have a built in inflation rate of 3% for the second year.

14 Seids Hub (Caritas Westminster)

14.1 Seids Hub have sought funds to provide opportunities for those that are financially excluded from using the Hubs' services. They will also target early entrepreneurs who are at risk of or living in poverty.

14.2 The New project will provide:

- Future Communities Programme
- Start Up business programme
- Programme co design with target cohorts
- Recruitment of mentors
- Sessions delivered
- Corporate mentor/coaching days

- 20 fully resourced desks in Hub co – working space allocated for 12 months
- Grants allocated –Start Up business programme
- Monthly workshops
- Mentoring sessions

14.3 This project meets the CIL regulations by building educational infrastructure and addressed the demands of development by supporting an increasing and more diverse population to become more financially independent and develop their own business.

14.4 Seids is a social innovation and enterprise initiative of Caritas Westminster. Caritas Westminster is the social action agency of the Diocese of Westminster. Caritas Westminster seeks to bring about a society where everyone lives a life of dignity and worth.

14.5 A summary of the provisional milestones for implementing these proposals is in **Table 12**.

Table 12 – Seids (Caritas Westminster)	
Programme Milestone	Estimated Completion Date
Future Communities Project	April 2020 – September 2020
Start Up business programme	September 2020 – September 2021

14.6 The total project cost has been calculated at £105,290 with NCIL being the total contribution.

15. Financial Implications

15.1 The value of CIL funds available to fund neighbourhood projects is dependent on the number and value of CIL liable developments in each CIL Neighbourhood. As of 1 October 2019, approximately £8.6m was available to fund NCIL projects. Cabinet is asked to approve the use of £2,318,324 to fund 11 NCIL Projects.

15.2 Each project will be required to sign a funding agreement to confirm project milestones, deliverables and outcomes with payment instalments. Regular project monitoring will be conducted by the Council’s Grants Team.

16. Legal Implications

16.1 The Planning Act 2008, and CIL Regulations 2010, provide for local authorities to apply the CIL to infrastructure to support development. The Neighbourhood element may be used to fund the provision, improvement, replacement, operation or maintenance of infrastructure, or anything else that is concerned with addressing the demands that development places on an area (Reg. 59F).

- 16.2 CIL spend is governed by Part 7 of the CIL Regulations. For any financial year in which CIL receipts are received, a report outlining receipts and expenditure must be prepared and published on the council's website. (Reg. 62).
- 16.3 Government Guidance (2014, as amended) states that the Council must engage the community where development has taken place and accordingly, agree with them how best to spend the funding. The use of neighbourhood funds should match the priorities expressed by the local communities.

17. Equality Implications

- 17.1 In compliance with the Equality Act 2010 and the Public Sector Equality Duty (PSED), the Council must, in the exercise of its functions, have "due regard" to the need to:
- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
 - Advance equality of opportunity between people who share a protected characteristic and those who do not.
 - Foster good relations between people who share a protected characteristic and those who do not.
- 17.2 The duty covers the following nine protected characteristics: age, disability, gender reassignment, marriage & civil partnership, pregnancy & maternity, race, religion or belief, sex and sexual orientation.
- 17.3 An Equality Analysis (EA) of the NCIL programme was completed in December 2018. The overall assessment is that Brent's NCIL programme has a positive impact on equality. Each project also completes an initial screening of the likely impact of their plans on the protected characteristics. The increase in high quality community facilities in the borough is likely to have a positive impact on all protected characteristics, however each of the projects will be asked to provide confirmed milestones for the refurbishment including a plan for how to manage any potentially negative impacts on particular characteristics whilst refurbishment work is taking place.
- 17.4 Project funding agreements and monitoring schedule will cover all impacts on protected characteristics for individual projects and ways to address if relevant.

18. Consultation with Ward Members and Stakeholders

The Cabinet Member for Regeneration, Properties and Planning is a member of the NCIL shortlisting panel, and has been consulted throughout the process. Letters of support from stakeholders (including ward members) were also received with the NCIL applications.

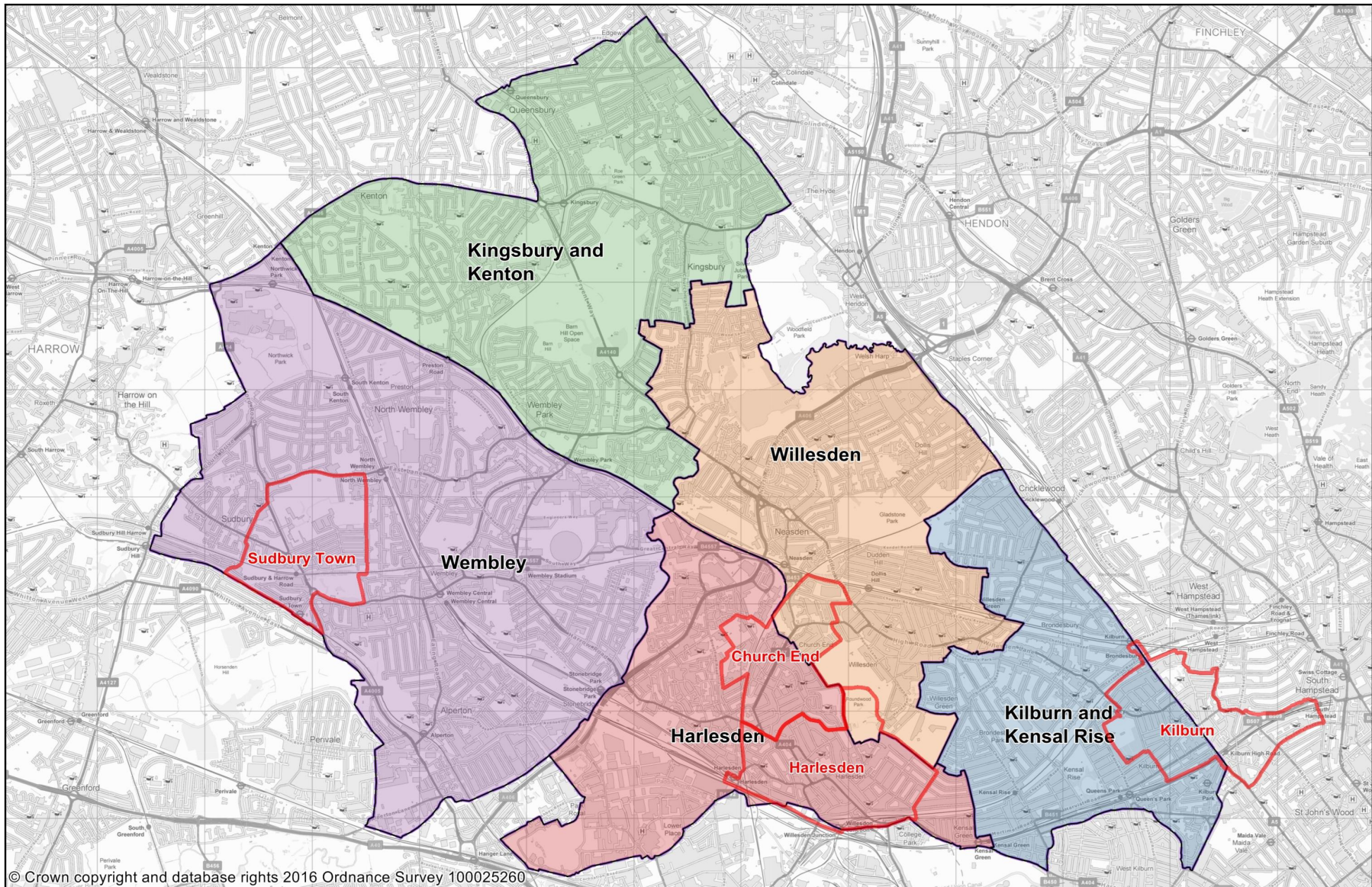
19. Human Resources / Property Implications (if appropriate)

There are no Human Resources implications for Brent apart from the Parks Team planning to complete the work for 2 of the projects.

Report sign off:

SHAZIA HUSSAIN

Assistant Chief Executive



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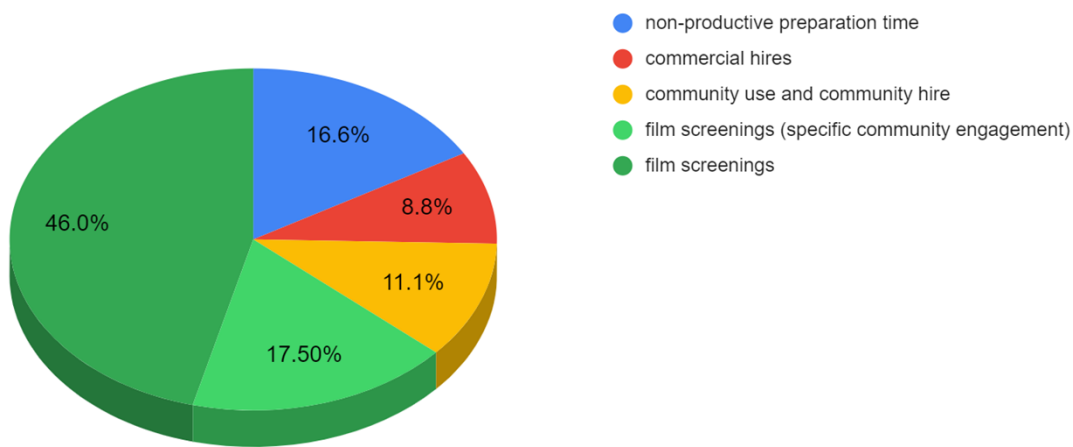
Appendix 2 – Lexi Cinema – Community Use Pie Charts



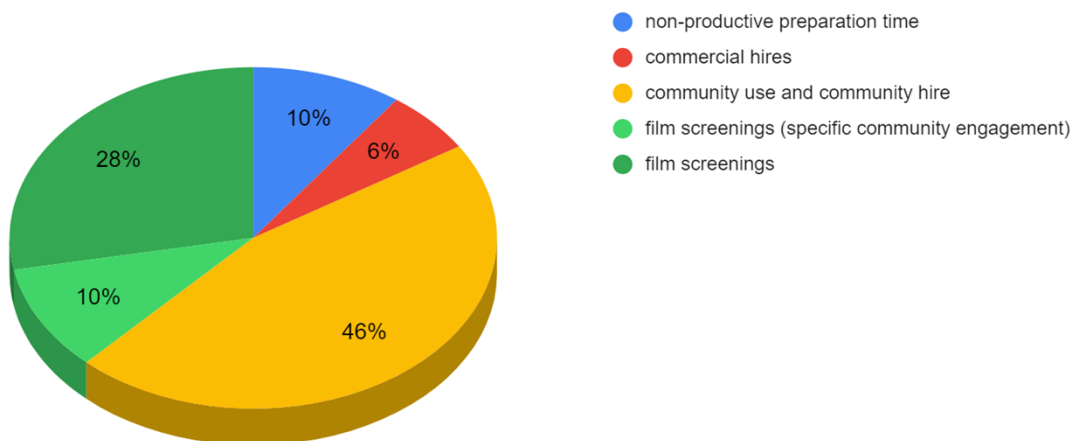
The Lexi Cinema 2019 allocation of time and the proposed new Lexi Hub allocation of time

Total of 4719 hours per year for each space (364 days/year open 10am -11pm)

The Lexi Cinema - now



The Lexi Hub



These charts illustrate how time is currently allocated at The Lexi cinema where film screenings and commercial hires subsidise community screenings and ensure ticket prices are kept affordable and community partners are able to work with The Lexi to engage with need to reach groups

The Lexi Hub sees a radical shift in allocation of time for community use and screenings now taking up 56% (46% plus 10%) of the time available (more than 2000 hours/pa) in comparison with The Lexi cinemas current 26.6% (11.1% plus 17.5%)

Appendix 3 - Direct Services – Garden Design

Garden Design.

As discussed my vision for the garden, based on the feedback from your team and customers, is to create a mixed use garden. Firstly, I wanted to create more privacy and a greater sense of security for your garden. I feel this will significantly enhance customer's potential to relax and fully benefit from the space. This is achieved by the new fence. There is a relatively substantial amount of clearing required to facilitate the new installation including the removal of some trees. The trees, in a horticultural sense, are of low benefit/value and we will mitigate their removal by replanting. The replanting selection will tie into our overall theme and be a complimentary selection of colours and shapes.

Next I wanted to ensure all areas of the garden are accessible and safe for everyone – although there is a change in height from the main doors we can still create a continual, step free series of paths throughout. These will cover your existing paths as well as into the planting areas, sensory trail, gazebo and greenhouse. We can still discuss the surfacing but I would like to recommend a coloured tarmac. These are more interesting than standard black tarmac but offer the advantage of a smooth yet non slip surface and are easy to sweep/clean. There is a huge range of colours and can include coloured aggregates/stone to further enhance their appearance.

As requested the pond will be removed and the area will be used for a gazebo. The gazebo I recommend is one commonly used in schools and public facilities as an outdoor classroom. It is hexagonal with a 6.7 metres diameter and has integrated benches and fencing (as pictured). We should hopefully be able to add electricity to have both lighting as well as sockets as I thought it might be useful for music etc. The flooring will be a continuation of the overall paths – step free, non-slip access. We will have some trellising and climbing plants to some sides of the structure. There may be a planning requirement for this structure and power but I am sure we can work this all out.



We will replace the greenhouse with a slightly larger one. This is toughened safety glass and it's the highest spec available in the UK. It is very strong and even if the glass was to break it shatters to small blunt pebbles, the same way a car windscreen does. This greenhouse will have the same surfacing as the rest of the paths and will have double sliding doors for wheelchair friendly access. There are integrated shelves for positioning seeds trays etc.

The rest of the garden is to be divided into a more passive and more active areas.

The active area is primarily focussed on new raised beds with workstations. This will be partially planted as examples with the bulk of the space available for customers and groups to use. A little way down the line but we could probably start growing a lot of plants in your greenhouse ready to be transplanted out in spring. I've also included picnic benches in this area for outdoor dining.

The more passive area will be a sensory trail and primarily areas of grass. We will extend your fruit trees to create a mini orchard with a variety of bulbs planted amongst them. The sensory trail is going to provide colour and scent via a variety of suitable plants. I would like to use large log sections, boulders, sand stones, mosses and similar to create ad hoc seating and add a lot of texture to our trail. There are traditional benches as well. Finally, the water feature will add sound and disguise some road noise. There is a lot more than can be done to enhance the sound aspect of the trail, I have for example found some interesting information on *sound maps*. We would need to discuss and develop this to suit the specific requirements of the centre.

Beyond these key features there will be a range of landscaping to make it all fit together. From the feedback from your customers I feel like lots of separate areas is more desirable to one open garden - Areas you freely move about but that facilitate being able to spend some time alone and have some privacy with others where you can spend time in a small group etc. I would like to achieve this sectioning with living structures. I often use *pleached* trees as alternatives to fencing as well as willow structures (particularly in forest schools). This is high level one I did in a house in Wimbledon as an example.




And an example of a willow archway.



Essentially it is training branches around wooden frames to create shapes. These do take several years to establish but that epitomises a garden in my opinion. I have factored in coming back for several years to continue training these structures.

Kinds regards,

Barber Environmental Ltd

 Brent	Cabinet 9 th March 2020
Report from the Director of Legal, HR, Audit and Investigations	
Policy, Procedures and Use of Regulation of Investigatory Powers Act (RIPA) 2000	

Wards Affected:	All
Key or Non-Key Decision:	Not applicable
Open or Part/Fully Exempt: <small>(If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)</small>	Open
No. of Appendices:	One Appendix A: RIPA policy (with proposed changes)
Background Papers:	None
Contact Officer(s): <small>(Name, Title, Contact Details)</small>	Debra Norman, Director of Legal, HR, Audit & Investigations 020 8937 1578 debra.norman@brent.gov.uk Bianca Robinson, Senior Constitutional & Governance Lawyer 020 8937 1544 bianca.robinson@brent.gov.uk Tola Robson, Principal Lawyer Criminal Lit and Licensing 020 8937 1455 Tola.robson@brent.gov.uk

1. Purpose

- 1.1. This report informs Cabinet of the Council's use and conduct of surveillance techniques in accordance with the Regulation of Investigatory Powers Act (RIPA) 2000; it notifies Cabinet of the pending Investigatory Powers Commissioner's Inspection and requests Cabinet approve the changes to the attached RIPA policy.

2. Recommendations

That the Cabinet:

- 2.1. approves the proposed changes to the RIPA policy attached at Appendix A.
- 2.2. notes the oversight role of Audit & Standards Advisory Committee (ASAC), and that this matter was considered by the committee at its meeting on the 20.01.2020.
- 2.3. notes the oversight role of the Monitoring Officer and that regular reviews are undertaken by her and senior management.

3. Detail

Background

- 3.1. The Regulation of Investigatory Powers Act 2000 (RIPA) regulates the use of Directed Surveillance and Covert Human Intelligence Sources; it gave the Council significant powers in order to investigate serious matters and offences. It enables the Council to use covert surveillance and covert human intelligence sources (CHIS). The Investigatory Powers Act 2016 regulates the acquisition and disclosure of communications data from communication service providers regarding service use or subscriber information. Compliance with this legislation ensures that the council's surveillance actions are compatible with Article 8 of the European Convention on Human Rights (which governs an individual's right to respect for their private and family life).
- 3.2. Before the Council may undertake covert surveillance under RIPA, there are various criteria which must be met including the internal authorisation by a senior officer and the external approval of the application by a Magistrate. For surveillance required under the Investigatory Powers Act, authorisations are granted by a national body who act on behalf of the local authority.
- 3.3. Covert surveillance techniques include static surveillance (e.g. taking up an observer post to monitor the activities and movements of those suspected of having committed criminal offences); mobile surveillance (e.g. following someone to see where they are going without their knowledge) and using hidden CCTV at a crime hotspot. RIPA refers to these techniques as 'directed surveillance'. It also extends to the use of undercover officers and informants. RIPA refers to these as 'Covert Human Intelligence Sources' (more commonly referred to as CHISs).
- 3.4. Given the increasing use of social media, the guidance is that authorities should have a policy on the use of social media in investigations. The council's current policy addresses this.
- 3.5. In addition to the legislative framework, the Council's policies and procedures are informed by statutory codes of practice issued by the Home Office.

- 3.6. Attached to this report, as appendix A, is the Council's policy and procedures on RIPA (excluding the separate appendices referred to in that document). The policy explains the Council's use and conduct of covert surveillance techniques.

Inspection

- 3.7. The Council is periodically inspected by the Office of Surveillance Commissioners (now superseded by the Investigatory Powers Commissioner's Office). Inspections focus on RIPA policies, procedures and practice. The last inspection was undertaken in November 2016; and the report following the Inspection was very positive with only two recommended suggestions. The ASAC considered a report in March 2018 which set out the compliance with the two suggestions made by the Commissioner arising out of the 2016 inspection as part of its higher-level review.
- 3.8. The Investigatory Powers Commissioner's next routine inspection is due in March 2020.
- 3.9. The ASAC will receive a report updating it on the outcome of the RIPA inspection as part of its high-level review role.

Legal development - Communications Data

- 3.10. Previously the acquisition of communications data was covered by RIPA and there was a requirement to obtain Judicial Approval in order to acquire it. Communications data is now addressed by Part 3 of the Investigatory Powers Act (IPA) 2016 and consequently from June 2019 all communications data applications must be authorised by the Office for Communications Data Authorisations (OCDA).
- 3.11. The Home Office Communications Data Code of Practice, chapter 8 sets out the procedures to be complied with by a local authority. Now, all applications to obtain communications data have to be made via a Single Point of Contact (SPOC) at the National Anti-Fraud Network (NAFN). In addition to being considered by a NAFN SPOC, the authority making the application must ensure someone of at least the rank of the Senior Responsible Officer (SRO), is aware that the application is being made before it is submitted to an Authorising Officer in the (OCDA). In Brent, this role is undertaken by the Head of Regulatory Services.
- 3.12. Communications data has been re-categorised as Entity and Events data:
- *Entity data* is information about the subscriber account such as name, address, payment method.
 - *Event data* is anything else such as call data, internet usage.
- 3.13. In relation to Events data there is now a serious crime threshold and the council can only submit an application for an investigation of a criminal offence capable of attracting a sentence of 12 months or more.

- 3.14. In relation to Entity data, this can be done for any criminal investigation where it is considered necessary and proportionate to do so.
- 3.15. The Communications Data Code of Practice states a local authority may not make an application that requires the processing or disclosure of Internet Connection Records for any purpose. An Internet Connection Record (ICR) is data which may be used to identify, or assist in identifying, a telecommunications service to which the data is being transmitted and will generally identify a service that customer had been using. The Code makes clear that there is no single set of data that constitutes ICR as it will depend on the service provider concerned.

Key changes to RIPA policy

- 3.16. The RIPA Policy and procedures were revised in 2016 where it was commented by the Commissioner to be “excellent”. A number of changes have now been made to ensure that it remains up to date and compliant with the Home Office’s revised Codes of Practice.
- 3.17. The key amendments to the Policy relate to:
- a) the change from the Office Surveillance Commissioner (OSC) to the Investigatory Powers Commissioner Officers (IPCO);
 - b) the changes put into place by the IPA 2016 in relation to the acquisition of Communications data;
 - c) the consequences of non-compliance with the RIPA framework;
 - d) changes to Data Protection legislation.

A copy of the RIPA policy is attached at **Appendix A** for member’s consideration. The proposed changes are highlighted in red for ease of reference.

Oversight

- 3.18. The Council’s use and conduct of covert surveillance techniques is overseen internally by the Council’s Monitoring Officer, who also acts as the Council’s Senior Responsible Officer (SRO) for the purposes of the Home Office codes of practice.
- 3.19. The Monitoring Officer keeps the Council’s RIPA policy and procedures document under review and updates it as and when necessary. This ensures compliance with the most current legislation, statutory codes of practice, technical guidance and best practice. It is also necessary to keep the list of authorising officers up to date and for administrative, technical and presentational changes to be made from time to time to ensure the document acts as a helpful source of instruction and guidance to all officers of the Council. In addition, the SRO is responsible for:

- a) the integrity of the process in place for the management of CHIS and directed surveillance;
- b) compliance with the codes of practice;
- c) engagement with the IPCO inspectors when they conduct their inspections;
- d) oversight of the implementation of post-inspection action plans;
- e) ensuring authorisation officers are of an appropriate standard (where a IPCO report highlights concerns about the standard of authorising officers, the SRO will be responsible for ensuring the concerns are addressed).

3.20. In addition, the Monitoring Officer meets regularly with senior managers across the Council who may utilise RIPA as part of their work remit to review practice and processes.

3.21. In accordance with paragraph 4.47 of the Covert Surveillance and Property Interference Code, Councillors have a formal scrutiny role in relation to RIPA and should regularly review the authority’s use of RIPA. Accordingly, it was previously agreed by Cabinet that the ASAC should conduct a high-level annual review and any significant policy changes recommended by the Committee arising from its review will be reported to Cabinet for decision.

Use of RIPA

3.22. Following the changes in the RIPA regime, the number of RIPA authorisations have seen a continuous decline with all local authorities. In Brent, for the current financial year, there has been zero RIPA Directed Surveillance or CHIS authorisations. Table 1 below sets out the directed surveillance authorisations in previous years.

Table 1

Year	Number of Authorisations
2018/2019	0
2017/2018	0
2016/2017	1
2015/2016	0

3.23. RIPA powers are now predominantly used to enforce trading standards controls and, in particular, to conduct test purchases of age restricted products such as alcohol, although they have not been used this way by Brent for some time. They are occasionally used in the context of serious fraud investigations.

3.24. The most recent Communications Data request via NAFN was made in 2018/19. None have been sought for 2019/20.

4. Financial Implications

4.1. There are no financial implications arising out of this report.

5. Legal Implications

- 5.1. RIPA was introduced to ensure that covert surveillance undertaken by public authorities was done in accordance with the European Convention on Human Rights and the Human Rights Act 1998. The RIPA framework establishes a lawful process to use covert surveillance and thereby protects the Council from legal claims, providing it have been complied with. The legal considerations relating to RIPA are contained within the body of the report.

6. Equality Implications

- 6.1. Under section 149 of the Equality Act 2010, the council has a duty when exercising its functions to have 'due regard' to the need to eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act and advance equality of opportunity and foster good relations between persons who share a protected characteristic and persons who do not. This is the public sector equality duty.
- 6.2. The protected characteristics are: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.
- 6.3. Due regard is the regard that is appropriate in all the circumstances.
- 6.4. There are no equalities implications arising from this report.

7. Consultation with Ward Members and Stakeholders

- 7.1. None

Report sign off:

DEBRA NORMAN

Director of Legal, HR, Audit and Investigations



Appendix A

BRENT COUNCIL'S RIPA POLICY AND PROCEDURES

JANUARY 2020

BRENT COUNCIL'S RIPA POLICY AND PROCEDURES

Section	Contents
1.	Introduction
2.	Definition of Surveillance
3.	Covert Surveillance
4.	Types of Covert Surveillance
5.	Basis for Lawful Surveillance Activity
6.	Directed Surveillance Example and a Note on Aerial Surveillance.
7.	Communications Data
8.	Covert Human Intelligence Sources (CHIS)
9.	Becoming a CHIS and 'status drift'
10.	Requirement to obtain a URN from Legal Services
11.	Role of Authorising Officers (AOs) and the special role of the Chief Executive
12.	The Two Mandatory Tests for Directed Surveillance & CHIS
13.	Proportionality - striking the balance
14.	Judicial Approval
15.	Forms to be used
16.	Other useful definitions & guidance <ol style="list-style-type: none">RIPA for Brent Council CCTVConfidential informationDuration of AuthorisationReviewsRenewalsCancellation
17.	Central Record of Authorisations and Record Keeping
18.	Senior Responsible Officer (SRO)
19.	RIPA Reviews/Reports
20.	The use of the internet and social media for investigative purposes
21.	Training & Monitoring
22.	Investigatory Powers Commissioner's Office (IPCO)
23.	Collaboration with other authorities/agencies
24.	Codes of Practice
25.	Data Protection Act 2018
26.	Consequences of non-compliance
27.	Case to note: Gary Davies v British Transport Police.

APPENDICES

1. Senior Responsible Officer (SRO) Contact Details
2. List of Authorising Officers & Contact Details
3. Prosecution Lawyers
4. **Communications Data Senior Designated Officer**
5. **Trading Standards Work Instruction [NAFN]**
6. RIPA URN Request Form
7. Annex B – Judicial Approval Form
8. Home Office Directed Surveillance Authorisation Form
9. Home Office CHIS Authorisation Form
10. **RIPA Decision Chart**

1. Introduction
- 1.1 This policy explains the Council's use and conduct of covert surveillance techniques when investigating serious criminal offences relying on the powers made available to local authorities in Part II of the Regulation of Investigatory Powers Act 2000 (RIPA) and the Investigatory Powers Act (IPA) 2016.
- 1.2 RIPA authorises surveillance in accordance with the statutory framework making it lawful; and thereby protecting the Council from legal claims, complaints and ensuring that the evidence relied upon in prosecutions is admissible.
- 1.3 Covert surveillance techniques include:
 - a. static surveillance (e.g. taking up an observer post to monitor the activities and movements of those suspected of having committed criminal offences);
 - b. mobile surveillance (e.g. following someone to see where they are going without their knowledge);
 - c. using hidden CCTV at a crime hotspot and the use of undercover officers and informants; monitoring a person's activities on the internet or social media.
- 1.4 This policy also contains some information about accessing communications data such as out-going phone calls and websites visited held by telephone and internet service providers. However, only information about who sent the communication, for example, when and how can be accessed but not the content i.e. what was said and written.
- 1.5 As well as the current legislation, the Council's policies and procedures are informed by statutory Codes of Practice issued regularly by the Home Office, most recently in 2018 (namely, the Covert Surveillance etc. Revised Code of Practice and Covert Human Intelligence Sources Revised Code of Practice).
- 1.6 The Council's use and conduct of covert surveillance techniques is overseen internally by the Council's Monitoring Officer, who also acts as the Council's Senior Responsible Officer (SRO) for the purposes of the Home Office Codes of Practice, and externally by the newly established Investigatory Powers Commissioner's Office ("IPCO" formerly the Office of Surveillance Commissioner (OSC)). The IPCO conducts periodic inspections of public authorities entitled to exercise RIPA powers in order to fulfil their oversight role. The OSC and now IPCO also issue technical Guidance to public authorities. This document is informed by the OSC Guidance issued in July 2016.
- 1.7 The Council's policies and procedures have been approved by Cabinet. In addition, the Audit and Standards Advisory Committee has an oversight role and carries out high-level annual reviews of any authorisations granted or renewed, initially by an Authorising Officer of the Council and subsequently by a magistrate, in accordance with the requirements of RIPA.
- 1.8 Compliance with the policies and procedures agreed in this document is mandatory for all relevant Council services and officers. RIPA powers are now predominantly used to enforce trading standards controls and, in particular, to conduct test purchases of age restricted products such as alcohol. It is also occasionally used in the context of serious fraud investigations. It remains essential, however, that all potential users are fully aware of the contents of this document.

1.9 Where applicable and potentially helpful, relevant statutory provisions are referred to, to assist you in the application of the policies and procedures.

2. Definition of Surveillance

2.1 Surveillance for the purpose of RIPA includes “monitoring, observing or listening to persons, their movements, conversations or other activities and communications”. It may be conducted with (or without) the assistance of a surveillance device, and includes the recording of any information obtained. Surveillance can be undertaken whilst on foot, mobile or static.

2.2 This policy only relates to surveillance which is necessary on the grounds specified in the 2000 Act (specified at S28 (3)) for directed surveillance. Covert surveillance for any other general purpose should be conducted under other legislation, if relevant, and an authorisation under this policy should not be sought.

3. Covert Surveillance

3.1 Surveillance is covert if and only if, it is carried out in a manner that is calculated to ensure that persons who are subject to the surveillance are unaware that it is (or may be) taking place [Section 26(9) (a)].

3.2 It must be likely to result in the obtaining of “private information” about the person observed. “Private Information” covers any aspect of a person’s private or family life, including their family, professional and business relationships. Obviously it covers personal data like names, address and telephone numbers [Section 26 (10)], which are also covered by the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

3.3 Obtaining private information may happen in a public place where the person has a reasonable expectation of privacy whilst there, especially where:

- a) the public authority concerned records the information gained, or
- b) several records are to be analysed together to show a pattern of behaviour.

3.4 Surveillance of publicly accessible areas of the internet should be treated in a similar way, recognising that there may be an expectation of privacy over information that is on the internet, particularly when accessing information on social media websites.

4. Types of Covert Surveillance

4.1 Covert surveillance may be “Intrusive” or “Directed”.

Intrusive Surveillance

4.2 Local Authorities are NOT permitted to conduct Intrusive Surveillance at all. Intrusive surveillance is covert surveillance that:

- a) covers anything taking place on/in any residential premises or a private vehicle,
- b) involving either a person on the premises/or in the vehicle, or

- c) is carried out by a surveillance device, (even if a device is not on the premises or in the vehicle if it provides information of the same quality and detail as if it was inside, this may amount to Intrusive Surveillance).

Surveillance of premises used for the purpose of legal consultations is also regarded as Intrusive Surveillance.

Directed Surveillance

4.3 Directed Surveillance must be:

- a) for the purpose of a specific operation or investigation (relating to a statutory Enforcement function);
- b) covert. Its target must be unaware that it is or could be taking place;
- c) done in a way that is likely to obtain private information about the target;
- d) planned. It must not be an immediate response to events.

4.4 Under the provisions of RIPA 2000, Local Authorities can now ONLY conduct Directed Surveillance for the prevention or detection of crime. There is a minimum crime threshold so that offences must be punishable (whether on indictment or summary conviction) by a maximum term of at least 6 months imprisonment, or be related to the underage sale/supply of alcohol or tobacco/nicotine.

4.5 Note the minimum crime threshold does not apply to the use of a Covert Human Intelligence Source (**CHIS**).

5. Basis for Lawful Surveillance Activity

5.1 The Human Rights Act 1998 (HRA) gave effect in UK law, to the rights of individuals enshrined in the European Convention on Human Rights 1950 [ECHR]. Some of the rights are absolute, whilst others are qualified, meaning that it is permissible for the state to interfere with those rights provided certain conditions are satisfied. One of the qualified rights is the Right to respect for one's private and family life, home and correspondence [Article 8 ECHR].

5.2 In limited circumstances Local Authorities are permitted to conduct covert surveillance, namely Directed Surveillance, and to use Covert Human Intelligence Sources [CHIS], both of which would result in the subject's Article 8 Rights being infringed or interfered with by a public authority.

5.3 RIPA Part II (as amended by Regulations and the Protection of Freedoms Act 2012) provides the statutory framework to enable covert surveillance to be lawfully authorised and conducted. This is to ensure it does not infringe the Article 8 rights, except as may be permitted by Article 8 (2), and to ensure the Council as a public authority is acting in a way which is compatible with the ECHR, as required by HRA section 6.

5.4 Since RIPA 2000 was passed, and particularly since 2010, Local Authorities' powers have been increasingly curtailed. For example, the additional purposes of protection of public health, or in the interests of public safety, and the prevention of public disorder have all been removed.

- 5.5 To be sure a matter is RIPA controlled, officers must identify from the outset whether:
- a) s/he is investigating a criminal offence - and if so,
 - b) whether it passes the minimum crime threshold.
- 5.6 From 1st October 2015 the 2010 Regulations were amended further - to add that the potential offence/s may relate to the purchase of alcohol on behalf of those under 18 (proxy purchases), or the sale of nicotine products to those under 18.
- 5.7 If an officer is unsure what specific criminal offence[s] are being investigated, or the penalties for them, legal advice should be taken from a Prosecution Lawyer, (see Appendix 3) who will identify any criminal offences arising out of the facts of the investigation at that stage. If no offence is identified, Directed Surveillance under RIPA will not be permitted.
- 5.8 Before proceeding with an application for the authorisation of Directed Surveillance, an applicant officer must also consider whether the proposed action is proportionate (as well as necessary) to prevent or detect crime. Proportionality (discussed in paragraph 13 below), also applies to any proposal to use a CHIS.
- 5.9 Directed Surveillance cannot be used by Local Authorities to investigate low-level offences such as littering, dog fouling and fly posting. However, there may be cases where the offence causing concern fails to pass the minimum RIPA crime threshold, but officers wish to take action to carry out their duties and protect local residents from harm to their social, economic or environmental well-being.
- 5.10 To avoid exposing the Council to the risk of reputational harm, damages or costs, officers should seek advice as to whether it may be possible to satisfy the requirements of ECHR Article 8 (2) by alternative means.
- 5.11 The effect of RIPA section 80 is to make authorised surveillance lawful, but it does not make unauthorised surveillance unlawful. The Council reserves its right to exercise individual discretion, if presented with facts that justify an alternative view or approach, where a case lies outside the ambit of the RIPA regime and controls.
- 5.12 In such cases, where the crime threshold is not met, the Council will work in line with its policy and procedures on non-RIPA surveillance, and keep appropriate written logs of activity open to scrutiny by the SRO as recommended in Note 80 in OSC 2016 Guidance and Procedures.
6. Directed Surveillance Example
- 6.1 An example of Directed Surveillance is a covert static post (e.g. an officer in car outside an address with a camera) taking pictures of, and/or following a target who has claimed Direct Payment, on the basis that s/he is severely disabled to the extent that s/he cannot walk unaided and/or drive. The Directed Surveillance is undertaken as it is alleged that the disabilities are invented and/or exaggerated by the target.
- 6.2 The surveillance scenario would be covert, as it is being used for a specific investigation and conducted in a manner likely to result in the obtaining of private information about a person (namely their movements/mobility in and around their home address and their daily activities), by video and/or photographic evidence. This operation is a clear example of Directed Surveillance.

6.3 Aerial Covert Surveillance

Where surveillance using airborne crafts or devices, for example helicopters or unmanned aircraft (colloquially known as 'drones'), is planned, consideration should be given as to whether an aerial surveillance authorisation is appropriate.

7. Communications Data

7.1 As part of an investigation, there are occasions when "Communications Data" (CD) is permitted to be obtained from a Communications Service Provider ("CSP").

7.2 Communications Data includes the 'who', 'when', 'where', and 'how' of a communication, but Local Authorities are prohibited from obtaining the content of any communication i.e. what was said or written. CD includes the way in which, and by what method, a person or thing communicates with another thing or person. It excludes anything within a communication including text, audio and video that reveals the meaning of the communication. CD is generated, held or obtained in the provision, delivery and maintenance of communications services i.e. postal services or telecommunications services.

All communications data held by a telecommunications operator or obtainable from a telecommunication system falls into two categories of entity data and events data; and Local Authorities may only acquire less intrusive types of Communications Data:

(i) "Entity data" (e.g. subscriber information such as the identity of the person to whom services are provided, address and customer information); includes:

- 'subscriber checks' such as "who is the subscriber of phone number 01234 567 890?", "who is the account holder of e-mail account example@example.co.uk?" or "who is entitled to post to web space www.example.co.uk?";
- subscribers' or account holders' account information, including names and addresses for installation, and billing including payment method(s), details of payments;
- information about the connection, disconnection and reconnection of services to which the subscriber or account holder is allocated or has subscribed (or may have subscribed) including conference calling, call messaging, call waiting and call barring telecommunications services; or

(ii) "Events data" (e.g. the date and time sent, duration, frequency of communications, call diversion and IP address information) includes, but is not limited to:

- information tracing the origin or destination of a communication that is, or has been, in transmission (including incoming call records);
- information identifying the location of apparatus when a communication is, has been or may be made or received (such as the location of a mobile phone);
- itemised telephone call records (numbers called);
 - itemised timing and duration of service usage (calls and/or connections)

- 7.3 Part 3 of the Investigatory Powers Act 2016 (IPA) contains the provisions that now govern the powers available to the Local Authorities for the lawful acquisition of CD. Some of the key parts of Part 3 came into force on 11 June 2019 and replace many of the provisions relating to acquisition of CD under RIPA.
- 7.4 Under the IPA and for the purpose of acquiring CD, the role of the Designated Person (DP) within the Local Authority (LA) and the Magistrate/District Judge is abolished. The authorising role of the DP and the Magistrate / District Judge is now replaced by a new independent body called the Office for Communications Data Authorisations (OCDA).
- 7.5 The Data Retention and Acquisition Regulations 2018 (SI 2018/1123) (“DRAR”) amend Parts 3 and 4 of the IPA, which provides for the retention of Communications data by telecommunications and postal operators, and the acquisition of that communications data by public authorities.
- 7.6 The DRAR introduced the new code of practice entitled “Communications Data Code of Practice” about the exercise of functions conferred by Parts 3 and 4 of the IPA (Regulation 2).
- 7.7 As a matter of policy and practice, the Council **must now** submit all their Communications data applications, via, NAFN, for the consideration of the OCDA. This effectively means that NAFN will continue to be the Single Point of Contact (“SPoC) for all applications made by Brent Council.
- 7.8 However, before submission to NAFN, the application must be brought to the attention of the Designated Senior Officer who has been given the designated role of overseeing the applications before submission to NAFN. The details of the Designated Senior Officer appears in Appendix 4.
- 7.9 Brent Council’s Trading Standards Service collaborates and liaises with NAFN to ensure the provisions of the IPA are complied with and to ensure any application follows best practice.
- 7.10 In order for Brent to request CD under the IPA it must be necessary for the applicable crime purpose; and, the “applicable crime purpose” must be met concerning all applications for both *Entity Data* and *Events Data*.
- 7.11 The applicable crime purpose is defined differently depending on the data type. Where the Communications Data sought is *Entity Data*, the applicable crime purpose is the prevention or detection of crime or the prevention of disorder.
- 7.12 In cases where the Communications Data required is wholly or partly *Events Data*, the applicable crime purpose is defined as preventing or detecting serious crime (the “serious crime threshold”). The *serious crime threshold* under IPA includes:
- offences where an adult may be sentenced to at least 12 months or more in prison
 - any offence involving violence, resulting in a substantial financial gain or involving conduct by a large group of persons in pursuit of a common goal;
 - any offence committed by a body corporate;
 - any offence which involves, as an integral part of it, the sending of a communication;
 - any offence which involves, as an integral part of it, a breach of a person’s privacy.

- An application for CD should also consider factors relating to proportionality as follows [3.16 of the Code]:
 - whether what is sought to be achieved could reasonably be achieved by other less intrusive means,
 - whether the level of protection to be applied in relation to obtaining communications data is higher because of the particular sensitivity of that information, and
 - the public interest in the integrity and security of telecommunication systems and postal services.

7.13 A CD authorisation becomes valid on the date the authorisation is granted. It is then valid for a maximum of one month.

7.14 The Designated Senior Officer maintains a separate electronic register from the Council's Centrally Retrievable Records, which is subject to inspection and procedures in the Communications Data Code of Practice and related legislation.

7.15 Any staff considering the use of communications interception or other activity should contact the Designated Senior Officer to discuss the proposed action in order to obtain appropriate direction and guidance.

8. Covert Human Intelligence Sources [CHIS]

8.1 A CHIS is perhaps more commonly called an "informant". A person is a CHIS if s/he:-

- (a) establishes or maintains a personal or other relationship with a person for the covert purpose of facilitating the doing of anything falling within paras (b) or (c);
- (b) covertly uses such a relationship to obtain information or provide access to any information to another person; or
- (c) covertly discloses information obtained by the use of such a relationship, or as a consequence of the existence of such a relationship.

8.2 The key difference between Directed Surveillance and use of CHIS is that the first involves the obtaining of private information through covert means, whereas the second involves the manipulation of a relationship to obtain information. Any manipulation of a relationship amounts to a fundamental breach of trust, which depending on the covert purpose can place a CHIS in serious danger. Consequently, extra precautions may be required to ensure a CHIS is not discovered.

8.3 In order to grant an authorisation for using a CHIS, the Authorised Officer ("AO"), and subsequently a Magistrate, must believe that in addition to the operation being necessary, and proportionate, that:

"arrangements exist for the source's case that satisfy the requirements of subsection (5) and such other requirements as may be imposed by order of the Secretary of State," [RIPA 2000, S29(2)(c)(iii)].

8.4 "Control" of a CHIS. Subsection (5) requires that arrangements are in place in respect of the CHIS for ensuring that:

- (a) that there will be at all times a "handler" of the specified rank with the relevant investigating authority, with day to day responsibility for the source.

- (b) that there will be at all times a “controller” of the specified rank with the relevant investigating authority with the general oversight of the use made of the source.
- (c) that there will at all times be a person of the specified rank with the relevant investigating authority who will have responsibility for maintaining a record of the use made of the source;
- (d) that the records relating to the source that are maintained by the relevant investigating authority will always contain particulars of all such matters (if any) as may be specified for the purposes of this paragraph in regulations made by the Secretary of State
- (e) that the records maintained that disclose the identity of the source will not be available to persons except to the extent that there is a need for access to them to be made available to those persons.

“Relevant investigating authority,” means the public authority for whose benefit the activities of that individual as such a source are to be undertaken. (NB: The Council occasionally undertakes joint operations.)

9. Becoming a CHIS and ‘status drift’

- 9.1 A CHIS may be a member of the public or an officer acting with authority to do so. Common uses of CHIS are the infiltration of a gang e.g. football gangs or an undercover police officer being recruited into a drugs operation/conspiracy.
- 9.2 Please note that there may be circumstances where a less obvious CHIS exists. Care must be taken to identify that this person is a CHIS, and thereafter follow the correct procedure. An example is a case where a member of the public has given information, albeit not tasked to do anything with it. Such a person may be a CHIS if the information that s/he has covertly passed to Brent has been obtained in the course of (or as a consequence of the existence of) a personal or other relationship.
- 9.3 Although not specifically recruited to be a CHIS, such a person may become one. This situation is referred to by the OSC Procedures & Guidance 2016 as the risk of "status drift." Therefore, when an informant gives repeat information about a suspect or about a family, and it becomes apparent that the informant may be obtaining that information in the course of a family or neighbourhood relationship, it is a strong indication that the informant is in reality a CHIS - to whom a duty of care is owed - if the information is then used.

Legal advice must always be taken before using or acting on information received in these circumstances.

- 9.4 Becoming a CHIS gives rise to a duty of care owed to that person by the Council who seeks to benefit from their activity, as set out in paragraphs 8.2 and 8.3 above.
- 9.5 Trading Standards regularly undertake covert test purchasing, and task children to request a one-off sale. The Council, in accordance with OSC Guidance, takes the view that such conduct does not constitute a CHIS, as the child does not form any relationship with the target in a one-off sale. However, you must consider whether covert test purchasing requires a Directed Surveillance authorisation.

- 9.6 Please note all authorisations for a juvenile CHIS or where confidential information may be obtained MUST be approved by the Chief Executive as Head of Paid Service. The Council must ensure that an appropriate adult is present at any meetings with a CHIS under 16 years of age. The appropriate adult should normally be the parent or guardian of the CHIS.
- 9.7 Trading Standards operate policy and procedures based on guidance from their national body.
- 9.8 The use and wearing of recording devices is done in accordance with the College of Policing Body Worn Video Guidance 2014. **Following the case of AB v Hampshire Constabulary IPT/17.191/CH (5.2.19) it should be noted the video recording body worn camera is capable of amounting to surveillance within the meaning of Part 11 RIPA 2000.**
- 9.9 It may be necessary to deploy covert surveillance against a potential or authorised CHIS, other than those acting in the capacity of an undercover operative, as part of the process of assessing their suitability for recruitment, deployment or in planning how best to make the approach to them. Covert surveillance in such circumstances may or may not be necessary on one of the statutory grounds on which directed surveillance authorisations can be granted, depending on the facts of the case. Whether or not a directed surveillance authorisation is available, any such surveillance must be justifiable under Article 8(2) of the ECHR.
10. Requirement to obtain a Unique Reference Number from Legal Services
- 10.1 For Directed Surveillance that satisfies the Crime Threshold Test or for a CHIS, the officer must first obtain a Unique Reference Number [URN] for the operation from a Prosecution Lawyer, prior to the completion and/or submission of an application for Directed Surveillance and/or CHIS to an Authorising Officer (AO).
- 10.2 In view of current requirements, the applicant/officer must now answer the following six questions within the RIPA Request Form:-
- i) is DS/CHIS for the Prevention or Detection of Crime?
 - ii) specify the criminal offence[s] being investigated and the statute[s]
 - iii) for Directed Surveillance only, does the criminal offence[s] meet the Crime Threshold Test (at least the 6 months maximum sentence); or
 - iv) is the offence[s] for underage sale/supply of alcohol or tobacco/nicotine?
 - v) (for DS and CHIS) is the action proposed both necessary and proportionate?
 - vi) have you considered alternatives, who else could be subject to any collateral intrusion and how this could be minimised?
- 10.3 On receipt of the RIPA URN Request Form, the Prosecution Lawyer will consider the contents; allocate an URN from the electronic Central Retrievable Record of Authorisations kept and maintained by them; input the data from the RIPA Request Form into the said register; complete the RIPA URN Request Form and email it back to the applicant and AO named on the form.

11. Role of Authorising Officers [AOs] and the special role of the Chief Executive
- 11.1 A designated person called the “Authorising Officer” has the power to grant authorisations to carry out Directed Surveillance or CHIS. An applicant should always obtain authorisation from one before seeking judicial approval from the court. Those currently able to act as Authorising Officers for the Council are named in Appendix 2.
- 11.2 Note the on-going duties of Authorising Officers are described by IPCO as follows: “Responsibility for authorising an activity always remains with the Authorising Officer” – even after judicial approval. This includes reviewing and renewing authorisations as appropriate, and cancelling them promptly once the operation has been completed, rather than waiting for the remaining time to run out.
- 11.3 AOs are urged not to “restrict contemplation to the type of tactic rather than the specific facts of the activity. It is unwise to approach RIPA ... from the perspective of labels”. There is a big difference between the type of operations conducted by the police and those run by Trading Standards.
- 11.4 It is the statutory responsibility of the Authorising Officer to establish that the proposed action is both necessary and proportionate, whereas the role of the applicant is to present the facts, giving details of the crime, proposed activity, and justification for acting covertly etc. The case should be presented in a fair and balanced way. All reasonable efforts should be made to take account of information which support or weakens the case for authorisation.
- 11.5 Authorising Officers should set out in their own words that s/he is satisfied or believes how and why the activity is necessary and proportionate. AOs should routinely state “who, what, when, where, how” i.e. who is to be the target of the surveillance; what action is being authorised; when it is to take place; where or at which location; and how the activity is to be done. Care must be taken over the use of words that could unintentionally limit the action – for instance using ‘and/or’ to permit both alternatives may be necessary to avoid unintended limitation - as wording in authorisations permitted by the court will be strictly construed.
- 11.6 A copy of the Authorisation Form is to be handed to the Magistrate or District Judge who considers the application. The AO will retain the original for safekeeping in the Council’s RIPA records.
- 11.7 Authorising officers must conduct reviews of the activity as deemed necessary. The timing of such reviews must not be standardised or delayed, but as individual circumstances dictate and as seems prudent given the participants. Records of these reviews and issues considered must be kept and available for inspection by the SRO and IPCO.
- 11.8 The Chief Executive (“CEO”) is one of the Council’s Authorising Officers, and, as Head of Paid Service, is the only one competent to approve any action or operation that involves the recruitment of a juvenile CHIS, any other vulnerable person, or where the surveillance may result in the Council obtaining access to legally privileged or confidential information.

12. The Two Mandatory Tests for Directed Surveillance & CHIS

Necessity

- 12.1 An AO must not grant an authorisation for the carrying out of Directed Surveillance and/or CHIS for a local authority unless s/he believes that the authorisation is necessary for the Prevention or Detection of Crime. In the case of Directed Surveillance, it must also meet the crime thresholds set out in para 4.4 above. The AO must carefully explain in writing why it is necessary to use the covert techniques requested.

Proportionality

- 12.2 An AO shall not grant an authorisation for the carrying out of directed surveillance and/or CHIS unless s/he also believes that the authorisation is proportionate to what is sought to be achieved [RIPA 2000, Ss 28(2) (b) & 29(3)].

13. Proportionality – striking the balance

13.1 *This involves considering a number of factors as highlighted by s4.7 of the Code:*

- *the seriousness of the intrusion into the private or family life of the target - and any other person likely to be affected (collateral intrusion);*
- *balancing the size and scope of the proposed activity against the gravity and extent of the perceived crime or harm;*
- *explaining how and why the methods to be adopted will cause the least possible intrusion on the subject and others;*
- *considering whether the activity is an appropriate use of the legislation and a reasonable way, having considered all reasonable alternatives, of obtaining the information sought;*
- *evidencing, as far as reasonably practicable, what other methods had been considered and why they were not implemented, or have been implemented unsuccessfully.*

- 13.2 In simple terms – officers CANNOT use a ‘sledge hammer to crack a nut’.

- 13.3 Officers must explain why the particular covert method, technique and tactic is an appropriate use of RIPA and a reasonable way of achieving the desired objective. In particular, officers must explain why the intended surveillance will cause the least possible intrusion, and what alternative options have been tried or considered and why they were unsuccessful or not considered suitable (See Note 73 of the OSC 2016 Procedures & Guidance and paragraph 4.6-4.7 of the 2018 revised Codes).

- 13.4 The AO must take into account the risk of obtaining private information about persons who are not the subjects of the surveillance or property interference activity. Particular consideration should be given in cases where religious, medical, journalistic, or legally privileged material may be involved, or where communications between a member of parliament and another person on constituency business may be involved. An application should include an assessment of the risk of collateral intrusion and any details of any measures taken to limit this.

- 13.5 In brief, the AO needs to clearly articulate exactly why the proposed activity is proportionate to what is sought to be achieved and take into account the risk of obtaining private information about persons who are not subjects of the surveillance activity (collateral intrusion). The AO’s considerations need to be fully documented.

14. Judicial Approval

- 14.1 An Authorisation (or Renewal) for Directed Surveillance or a CHIS does not become activated until judicial approval has been obtained in writing from a Magistrate/District Judge and is both dated and timed.
- 14.2 In order to apply for Judicial Approval, the applicant must do the following:-
- a) email the Single Point of Contact [SPOC] at Willesden Magistrates Court [WMC].
 - b) SPOCs remain Andrew Wood [andrew.wood1@justice.gov.uk].
 - c) the email must request a listing for an Application for Judicial Approval for a RIPA Application/Renewal.
 - d) ensure that sufficient notice is given to the court to list the matter prior to the date you wish to commence the operation.
 - e) complete Form Annex B, page 1.
 - f) ensure all the information set out in the "Summary of Details," should also be contained in the Application/Renewal/Authorisation Form too, or the Application will NOT be granted.
 - g) note that the applicant cannot solely rely on the details provided during his Evidence to the Court. Instead, all relevant information must be set out in writing in the Application and Form B.
 - h) attend WMC for the Applications Court at the allotted time [i.e. 9.30am or 1.30pm].
 - i) take the Original Application/Renewal/Authorisation and copies along with 2 copies of the Judicial Approval Form Annex B.
 - j) provide a set of papers to the Court Clerk at least 30 minutes before the hearing, so the Magistrate/ District Judge can consider the paperwork prior to the hearing.
 - k) when the hearing commences, the Applicant:
 - must swear an oath OR affirm;
 - identify him/herself by name, post and employer;
 - should introduce it as an Application for Judicial Approval for RIPA Authorisation or Renewal.
 - should introduce him/herself as the officer who has completed the paperwork for LBB and the Court.
 - should identify that the Application/Renewal etc. was granted by LBB's AO [give name] on date and time and state the role/position of the AO.
 - should state that s/he wishes to obtain Judicial Approval for Directed Surveillance or use of a CHIS [Section 38 POFA].
 - should inform the Magistrate/District Judge that s/he has partly completed Form Annex B page 1.

14.3 Factors to be considered by the Magistrate/ District Judge

The Magistrate /District Judge MUST be satisfied that:-

- i) there were reasonable grounds for the local authority to believe that the Authorisation/Renewal etc. was necessary and proportionate;
- ii) there remain reasonable grounds for believing that these requirements are still satisfied at the time of the application to the Magistrate/ District Judge;
- iii) has the Application/Renewal etc. been authorised by an appropriate Authorising Officer?
- iv) has the Authorisation etc. been made in accordance with any applicable legal restrictions e.g. has the Crime Threshold Test clearly been met?
- v) in the case of a CHIS, were there reasonable grounds for believing that the arrangements exist for the safety and welfare of the source, AND that there remain reasonable grounds for believing that these requirements are satisfied at the time when the Magistrate/District Judge is considering the matter.

14.4 Outcomes

There are 3 possible outcomes for an Application for Judicial Approval:-

1. Application Granted > effective from that date and time;
2. Refuse to grant or renew the Authorisation [Applicant can then re-apply once the gap/error has been corrected];
3. Refuse to grant or renew the Authorisation AND quash the AOs Authorisation.

[Please note the Magistrate/District Judge can only quash the Authorisation if the Applicant has had at least 2 business days' notice, from the date of refusal, in which to make representations against the refusal.]

14.5 Procedure once Judicial Approval Granted

14.5.1 If granted, the Authorisation/Renewal will be dated and timed. The 3 months (for DS) or 12 months (for a CHIS) validity will run from this date and time.

14.5.2 The Magistrates will keep a copy of the completed and signed Form Annex B.

14.5.3 The Applicant will be provided with the Original signed version of Form Annex B.

14.5.4 If the Application is for Directed Surveillance or CHIS, the Prosecution Lawyer should be provided with the Original Judicial Approval Form Annex B within 14 days, and retain a scanned copy in your electronic investigation file as a record. This will also fulfil your disclosure obligations if the matter proceeds to a criminal prosecution.

14.5.5 Please note that the Authorisation will automatically expire unless a Renewal Application is made prior to its expiration and Judicial Approval is also obtained.

14.5.6 Applicants and AOs should be proactive about diarising, renewing and cancelling authorisations as appropriate.

15. Forms to be used

15.1 The following link should be used at all times, to access the Home Office's website RIPA Form page:-

<https://www.gov.uk/government/collections/ripa-forms--2>

15.2 Separate Directed Surveillance and CHIS forms can be found here, as can forms required for the renewal and cancellation of both types of activity.

15.3 Care should be taken with these forms, as they have not been revised since 2007 and cover the circumstances for a wide variety of other bodies, including the Police and Security Services.

16. Other useful definitions and guidance

16.1 RIPA for Brent Council CCTV

16.1.1 Directed Surveillance requests for access to Brent Council's CCTV must comply with the RIPA CCTV protocol. A copy of which is attached at Appendix 11.

16.1.2 The Council will only allow the Police and other third parties to use its CCTV systems to carry out targetted covert surveillance (which includes the disclosure of recordings) in the Borough of Brent if the requirements of the protocol are adhered to.

16.1.3 All visitors to the CCTV room must also complete the visitors' signing-in book giving relevant details of the operation involved and the specific CCTV camera(s) to be used.

16.1.4 Records are to be retained for inspection by the Information Commisioner's Office (IPC), Surveillance Camera Commissioner (SCC), IPCO and SRO as and when required.

16.2 Confidential Information

16.2.1 Confidential personal information (such as medical records or spiritual counselling, confidential journalistic material, confidential discussions between Members of Parliament and their constituents), or matters subject to legal privilege [solicitor and client] requires particular consideration. Unwarranted access to them during an investigation may be grounds for cancelling the Authorisation.

16.3 Duration of Authorisation

16.3.1 The duration for authorised surveillance is as follows:

- a) 3 months for Directed Surveillance ("DS"), or
- b) 12 months for a CHIS from grant of Judicial Approval,
- c) four months for a juvenile CHIS.

16.4 Reviews

- 16.4.1 Regular reviews are required once the authorisation has been granted. The frequency should be determined by the AO. If it is intended to be a short operation, a timely review should be conducted shortly thereafter, to determine if the authorisation is still required or if the operation is complete, which would then require the operation to be cancelled [see below].
- 16.4.2 Any proposed or unforeseen changes to the nature or extent of the activity that may result in the further or greater intrusion into the private life of any person should also be brought to the attention of the Authorising Officer by means of a review. The Authorising Officer should consider whether the proposed changes are proportionate before approving or rejecting them. Any such changes must be highlighted at the next renewal, if any. Where unidentified individuals become identified the terms of the authorisation should be refined at a review to include the identity of these individuals. It would be appropriate to convene such a review specifically for this purpose. This process will not require a fresh authorisation, providing the scope of the original authorisation envisaged surveillance of such individuals. Such changes must be highlighted at the next renewal if appropriate. During a review the Reviewing Officer may cancel aspects of the authorisation.

16.5 Renewals

- 16.5.1 Renewals must take place prior to the authorisation expiring; otherwise, the authorisation will automatically expire in accordance with their surveillance authorisation limits. Please note, Judicial Approval is required for a Renewal and the Applicant must follow the procedure set out above.

Please factor in sufficient time to obtain it well before the Authorisation expires.

16.6 Cancellation

The officer has a duty to request the AO cancel the authorisation, where the authorisation no longer meets the criteria upon which it was originally authorised i.e. the test purchases are undertaken within 14 days, thereafter the authorisation is no longer required. In such cases, it is not permissible (nor good practice) to let the authorisation run on until its natural expiry. Officers must be pro-active in this.

17. Central Record of Authorisations and Record Keeping

- 17.1 A Centrally Retrievable Record (“CRR”) of all authorisations is held by the Council and regularly updated whenever an authorisation is granted, renewed or cancelled. These records should be retained for a period of at least 7 years from the ending of the authorisation.
- 17.2 London Borough of Brent (“LBB”)’s CRR of all authorisations is kept and maintained by the Principal Prosecutions Lawyer. Please see section 10 regarding the mandatory requirement to complete a RIPA Request Form and to obtain an URN.
- 17.3 All original applications, reviews, renewals and cancellation forms are to be served by hand, on the Principal Prosecution Lawyer within 14 days of the grant of Judicial Approval, and stored in locked cabinets.

- 17.4 To avoid any suggestion that an authorisation has been simply signed off by an AO, it is recommended that a copy is retained with the AO's 'wet signature' i.e. original handwritten one, not merely a typed or machine-prepared one. The Council must be ready to provide the relevant witness if authenticity is ever questioned in Court.
- 17.5 As recommended by the IPCO, the Council will maintain a separate auditable record of any decisions and actions under RIPA which will be available to the SRO for scrutiny and the **Investigatory Powers Tribunal ('IPT'), established under Part IV of the 2000 Act, to carry out its functions (see section 11 of the Code of Practice for more information on the IPT).**
18. Senior Responsible Officer (SRO)
- 18.1 Under the relevant Home Office Codes for surveillance, CHIS and Communications Data, the SRO is responsible for-
- **the integrity of the process in place within the public authority for the management of CHIS and to acquire communications data.**
 - **engagement with officers in the Office for Communications Data Authorisations (where relevant).**
 - **compliance with Part II of the RIPA 2000 and Part 3 of IPA and with the relevant Codes Of Practice**
 - **oversight and prompt reporting of errors in accordance with the Codes of Practice to the IPCO and the identification of both the cause(s) of errors, and the implementation of the processes to minimise repetition of errors; (an example of such an error would be carrying out surveillance without proper authorisation);**
 - **ensuring the overall quality of applications submitted to OCDA by the Council.**
 - **engagement with the IPCO inspectors when they conduct their inspections; and**
 - **where necessary, oversight of the implementation of post inspection action plans approved by the IPCO.**
- 18.2 Within a Local Authority, the SRO must be a member of the corporate leadership team, and is responsible for ensuring that all AOs are of an appropriate standard in light of any recommendations in the inspection reports prepared by the IPCO. To avoid role conflict, the SRO should never act as an AO.
- 18.3 Please see Appendix 1 for the current SRO details, who is also a member of the corporate leadership team.
19. RIPA Reviews/Reports
- 19.1 Given the substantial reduction in the use of RIPA powers since 2013, LBB only hold meetings to review the operation of RIPA as and when deemed necessary by the SRO, or if requested by the AOs or any Head of Department using RIPA. Reports are made to the Corporate Management Team as necessary.
- 19.2 It is intended that members will receive a report at least annually to allow them to consider and review the adequacy of the Council's policy and practice on RIPA matters. The Council's policy and procedures are reported to Cabinet for formal approval, and the Audit and Standards Advisory Committee oversee the Council's use of RIPA by carrying out a high-level annual review.

20. The use of the internet and social media for investigative purposes
- 20.1 With advances in technology making it easier, quicker and increasingly popular for individuals to share personal information on-line, the opportunities to use that information for research, investigative or other official purposes are expanding too.
- 20.2 However, it is important to appreciate that the considerations of privacy, which arise in the physical world, also arise in the on-line world. In other words, there are rules and there are limits.
- 20.3 Just because the content of many social media sites and other information on the internet is freely accessible does not mean that officers can openly access such information without careful regard to the constraints and requirements of the law.
- 20.4 Repeated or systematic viewing, collecting or recording of private information from 'open' on-line sources (such as Facebook, Twitter, Snapchat and LinkedIn), including information relating to the interests, activities and movements of individuals, and others associated with them, could be regarded as a form of covert surveillance.
- 20.5 In addition, it is likely that individuals will have a reasonable expectation that their information is not used for surveillance purposes by public authorities and therefore may complain that their privacy and human rights have been infringed.
- 20.6 Initial research via social media to establish or check some basic facts is unlikely to require an authorisation for directed surveillance, but repeated visits to build a profile of an individual's lifestyle etc. is likely to do so depending on the particular facts and circumstances. This is the case even if the information is publicly accessible because the individual has not applied any privacy settings.
- 20.7 The creation of fake profiles or any attempt to make 'friends' on-line for the covert purpose of obtaining information may constitute directed surveillance or, depending on the nature of the interaction or the manipulation of the relationship, a CHIS. An example would be where officers create fake profiles to investigate someone suspected of selling counterfeit goods.
- 20.8 Any officer wishing to deploy such tactics as part of an investigation must remember before seeking internal authorisation and judicial approval, any evidence collected may be deemed inadmissible in any subsequent prosecution. Cases should be carefully considered on an individual basis, and the issues of necessity and proportionality always borne in mind. Note 289 of the OSC Procedures and Guidance contains more practical guidance.
- 20.9 The foregoing paragraphs under this section should be read in conjunction with the guidance contained in the updated Codes of Practice (links shown below) which offer some helpful examples:
- For Surveillance – see paragraphs 3.10 to 3.17 -
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/742041/201800802_CSPI_code.pdf
 - For CHIS – see paragraphs 4.11 to 4.17 -
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/742042/20180802_CHIS_code.pdf

20.10 It is also important to appreciate that if officers obtain, use or even merely store information about individuals they will have to comply with data protection legislation. It should be noted that the information the Council collects about individuals, how it collects it and uses it will have to comply with stricter transparency and accountability rules under Data Protection Act 2018 and General Data Protection Regulation (GDPR). Readers are referred to the Council's Data Protection Policy and all the other related Council Information Governance policies.

21. Training & Monitoring

21.1 In order to be an AO, all officers must have attended a suitable training course. Any new AO will be appointed by the SRO, who will ensure that all AO's receive regular updates and training, as and when required.

All officers utilising RIPA for Directed Surveillance and/or CHIS must also have attended a suitable training course.

21.2 Whilst undertaking audits of the RIPA CRR of Authorisations and RIPA forms, the SRO will identify any training needs for staff and/or monitoring issues, to be raised either with individual AO's and/or at any RIPA Meetings.

21.3 The Council's policy commitment is that appropriate RIPA training will be provided to relevant staff members every three years. In addition, RIPA updates/ advice notes and briefings will be provided to relevant staff from time to time. However, where staff already receive training as part of their professional accreditation or development, (e.g. ACFS or ACFP) that will be taken into account when assessing their needs.

22. Investigatory Powers Commissioner's Office (IPCO)

22. The IPCO is now the supervisory body for RIPA and deals with the following, in particular:-

- requests for RIPA Statistical Information twice per year [March & December];
- inspections of Local Authorities including LBB usually every 2 to 3 years;
- publication of regular reports on RIPA activity.

22.2 The IPCO also published a Procedures and Guidance booklet on the use of RIPA by public authorities, most recently in 2016. These are also reflected in the revised codes published by the Home office in August 2018. The OSC Procedures and Guidance can be found at:

<https://IPC.independent.gov.uk/wp-content/uploads/2016/07/IPC-Procedures-Guidance-July-2016.pdf>

[https://www.ipco.org.uk/docs/OSC%20PROCEDURES%20AND%20GUIDANCE .pdf](https://www.ipco.org.uk/docs/OSC%20PROCEDURES%20AND%20GUIDANCE.pdf)

22.3 The Procedures and Guidance booklet has no binding legal authority, and merely expresses the opinions of the OSC. However, inspections will be conducted in accordance with its recommendations, and it recommends that all AOs should have a personal copy (electronic or hard copy) for reference.

23. Collaboration with other authorities/agencies

23.1 The Council will endeavor to conclude written collaboration agreements with any other authorities with whom it works regularly, such as the Police or neighbouring Trading Standards Authorities as recommended by OSC 2016.

23.2 Prior to any activity, where the Council uses external partners or agents, as advised in OSC 2016 para 112, the Council will seek their written acknowledgement that they:

- will act as an agent of the Council, and
- have seen the written Authorisation for the activity they are undertaking, and
- will comply with the specific requirements permitted by the Authorisation, and
- recognise they may be subject to inspection by the IPCO for RIPA activity.

24. Codes of Practice

24.1 As mentioned above the Home Office publishes Codes of Practice giving guidance on the use of RIPA by public authorities. The current editions were published in 2018 pursuant to section 71 of RIPA 2000. There is a separate Code concerning Communications Data which is not covered in detail in this Policy.

24.2 Unlike the OSC and IPCO guidance, the **Home Office Codes are admissible in evidence** in any court proceedings, and **must be taken into account**. Public authorities like the Council may be required to justify the use, granting or refusal of authorisations by reference to the Codes.

24.3 Care must be taken when referring to the Codes over the terminology used, and to their applicability to the Council. The Codes provide guidance to a much wider range of public authorities than the Council. Unfamiliar terms like “relevant sources” may not apply to the Council at all, and may confuse the lay reader. Please ensure you seek legal advice on the correct interpretation if you are unsure.

24.4 The three Codes of practice now in force and of concern to the Council (and accessible through the Home Office website) are:

- Covert Surveillance & Property Interference
- Covert Human Intelligence Sources
- Communications data

<https://www.gov.uk/government/publications/covert-surveillance-and-covert-human-intelligence-sources-codes-of-practice>

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/822817/Communications_Data_Code_of_Practice.pdf

25. Data Protection Act 2018

25.1 Care must be taken to ensure that information received through directed surveillance is handled in accordance with the relevant legislative requirements and in accordance with the Council’s information governance requirements.

25.2 Dissemination, copying and retention of material must be limited to the minimum necessary for authorised purposes.

25.3 Destruction

Information obtained through covert surveillance or property, interference, and all copies, extracts and summaries which contain such material, should be scheduled for deletion or destruction and securely destroyed as soon as they are no longer needed for the authorised purpose(s) as set out in paragraph 9.5 of the Code. If such information is retained, it should be reviewed at appropriate intervals to confirm that the justification for its retention is still valid. In this context, destroying information means taking such steps as might be necessary to make access to the data impossible.

26. Consequences of non –compliance with RIPA

Where covert surveillance work is being proposed for matters which fall within the ambit of RIPA 2000, this policy and procedure must be strictly adhered to in order to protect both the Council and individual officers from the following:

26.1 **Inadmissible Evidence and Loss of a Court Case:** there is a risk that, if Covert Surveillance and Covert Human Intelligence Sources are not handled properly, the evidence obtained may be held to be inadmissible in court proceedings by virtue of s78 Police and Criminal Evidence Act (PACE) 1984. Section 78 allows for evidence, that was gathered in a way that affects the fairness of the criminal proceedings, to be excluded. The Common Law Rule of Admissibility means that the court may exclude evidence because its prejudicial effect on the person facing the evidence outweighs any probative value the evidence has (probative v prejudicial test).

26.2. **Legal Challenge** –Article 8 of the European Convention on Human Rights, establishes a “right to respect for private and family life, home and correspondence”. Any potential breach could give rise to an application for Judicial Review proceedings in the High Court by the aggrieved person.

26.3. **Censure** – the IPCO conduct regular audits on how Local Authorities implement RIPA and IPA. If it is found that a Local Authority is not implementing RIPA/IPA properly, then this could result in censure.

26.4 **Complaint to The Investigatory Powers Tribunal (“IPT”):** Any person who believes that his or her Article 8 rights have been unlawfully breached by an authority using the RIPA authorisation process may submit a complaint the IPT. This Tribunal is made up of senior members of the judiciary and the legal profession. It is independent of the Government and has full powers to investigate and decide any case within its jurisdiction and award compensation. It will consider complaints made up to one year after the conduct to which the complaint relates and, where it is equitable to do so, may consider complaints made more than one year after the conduct to which the complaint relates (see section 67(5) of the Act), particularly where continuing conduct is alleged.

Any action commenced in paras 26.1-26.4 above may have financial and reputational implications for the council as well as affect its ability to utilise RIPA.

27. Case to Note: Case of Gary Davies v British Transport Police (IPT/17/93/H)

27.1 On 30th April 2018, the IPT awarded £25k to reflect the gravity of the breach and damage suffered and a further award of £21,694 in respect of costs, totalling a

compensation award of £46,694 to an individual who complained about surveillance by British Transport Police. This case involved surveillance carried out without proper authorisation and without proper compliance with all the relevant provisions of RIPA 2000. The tribunal indicated that in their view none of the officers involved in the matter demonstrated an adequate knowledge of the relevant requirements of RIPA. The Tribunal classified the unauthorised surveillance as “unlawful”.

- 27.2 The above case shows that the importance and extent of financial penalties that can be imposed by failing to adhere to provisions of this Policy, the IPA, RIPA and the relevant Codes of Practice.

Further advice and or assistance on the Council's RIPA policy and procedures can be obtained from Legal Services.

Contact Details:

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APPENDICES

APPENDIX 1: Senior Responsible Officer (SRO) Contact Details

Debra Norman, Director of Legal Services, Human Resources and Audit and Investigation team and Monitoring Officer: Debra.Norman@brent.gov.uk; 020 8937 1578

APPENDIX 2: List of Authorising Officers and Contact Details

Carolyn Downs, Chief Executive/Head of Paid Service: Carolyn.Downs@brent.gov.uk; 020 8937 1101

Minesh Patel, Chief Finance Officer: Minesh.Patel@brent.gov.uk; 020 8937 6528

Chris Whyte, Operational Director Environment Services: Chris.Whyte@brent.gov.uk; 020 8937 5342

Simon Legg, Head of Regulatory Services: Simon.Legg@brent.gov.uk; 020 8937 5522

APPENDIX 3: Prosecution Lawyers

Tola Robson, Principal Lawyer: Omotolani Robson: Omotolani.Robson@brent.gov.uk; 020 8937 1455)

Priscilla Pryce, Senior Legal Assistant: Priscilla.Pryce@bent.gov.uk; 020 8937 4330

APPENDIX 4: Designated Senior Officer's Contact Details

Communications Data Designated Senior Officer: Simon Legg, Head of Regulatory services: Simon.Legg@brent.gov.uk; 020 8937 5522

The following appendices are attached to this document:

APPENDIX 5: Trading Standards' Work Instruction

APPENDIX 6: RIPA URN Request Form

APPENDIX 7: Annex B – Judicial Approval Form

APPENDIX 8: Home Office Directed Surveillance Authorisation Form

APPENDIX 9: Home Office CHIS Authorisation Form

APPENDIX 10: RIPA Decision Chart

APPENDIX 11: RIPA CCTV protocol