

# Cabinet



**Date & time**  
Tuesday, 28 May  
2013 at 2.00 pm

**Place**  
Ashcombe Suite,  
County Hall, Kingston  
upon Thames, Surrey  
KT1 2DN

**Contact**  
Anne Gowing or James  
Stanton  
Room 122, County Hall  
Tel 020 8541 9938 or 020  
8541 9068

**Chief Executive**  
David McNulty

anne.gowing@surreycc.gov.uk or  
james.stanton@surreycc.gov.uk

**Membership:** To be confirmed following the County Council AGM.

**If you would like a copy of this agenda or the attached papers in another format, eg large print or braille, or another language please either call 020 8541 9068, write to Democratic Services, Room 122, County Hall, Penrhyn Road, Kingston upon Thames, Surrey KT1 2DN, Minicom 020 8541 9698, fax 020 8541 9009, or email [anne.gowing@surreycc.gov.uk](mailto:anne.gowing@surreycc.gov.uk) or [james.stanton@surreycc.gov.uk](mailto:james.stanton@surreycc.gov.uk).**

**This meeting will be held in public. If you would like to attend and you have any special requirements, please contact Anne Gowing or James Stanton on 020 8541 9938 or 020 8541 9068.**

***Note:** This meeting may be filmed for live or subsequent broadcast via the Council's internet site - at the start of the meeting the Chairman will confirm if all or part of the meeting is being filmed. The images and sound recording may be used for training purposes within the Council.*

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*If you have any queries regarding this, please contact the representative of Legal and Democratic Services at the meeting*

## **1 APOLOGIES FOR ABSENCE**

## **2 MINUTES OF PREVIOUS MEETING: 23 APRIL 2013**

The minutes will be available in the meeting room half an hour before the start of the meeting.

## **3 DECLARATIONS OF INTEREST**

To receive any declarations of disclosable pecuniary interests from Members in respect of any item to be considered at the meeting.

Notes:

- In line with the Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012, declarations may relate to the interest of the member, or the member's spouse or civil partner, or a person with whom the member is living as husband or wife, or a person with whom the member is living as if they were civil partners and the member is aware they have the interest.
- Members need only disclose interests not currently listed on the Register of Disclosable Pecuniary Interests.
- Members must notify the Monitoring Officer of any interests disclosed at the meeting so they may be added to the Register.
- Members are reminded that they must not participate in any item where they have a disclosable pecuniary interest.

## **4 PROCEDURAL MATTERS**

### **4a Members' Questions**

- (i) The deadline for Member's questions is 12pm four working days before the meeting (*22 May 2013*).

### **4b Public Questions**

The deadline for public questions is seven days before the meeting (*21 May 2013*).

### **4c Petitions**

The deadline for petitions was 14 days before the meeting, and no petitions have been received.

### **4d Representations received on reports to be considered in private**

To consider any representations received in relation why part of the meeting relating to a report circulated in Part 2 of the agenda should be open to the public.

## **5 YEAR END FINANCIAL BUDGET OUTTURN 2012/13**

To note the revenue and capital budget outturn for 2012/13 financial year. **The annexes to this report will be circulated separately prior to the Cabinet meeting** and will present the final revenue and capital budget

(Pages 1  
- 4)

outturn for the 2012/13 financial year. This is based upon the final accounts at the end of March 2013. The report will also request approval for any further capital carry forwards and revenue reserve transfers, where appropriate.

*[The decisions on this item can be called in by the Council Overview and Scrutiny Committee]*

**6 SCHOOL EXPANSION AT ST MARTIN'S INFANT AND JUNIOR SCHOOLS, EPSOM**

(Pages 5 - 8)

There is significant demand for new schools places within Surrey and for improvement of existing accommodation, which Surrey County Councils five year 2013-18 Medium Term Financial Plan significantly addresses.

St Martin's Infant and Junior Schools in Epsom have been identified as requiring expansion.

Approval is sought for the individual business case for expansion and creation of additional places and facilities at the school to meet the demand.

***Confidential information for this report is in the Part 2 annexe (item 11)***

*[The decisions on this item can be called in by either the Council Overview and Scrutiny Committee or the Children and Education Select Committee]*

**7 CONTRACT AWARD FOR SCHOOLS CLEANING SERVICES**

(Pages 9 - 14)

The current contract for providing Schools Cleaning Services expires on 31 July 2013. It is therefore necessary to award a new contract, following a procurement activity, to the recommended suppliers described in Part 2 Annex (item 12) to provide Schools Cleaning Services starting on 1 August 2013.

Due to the commercial sensitivity involved in the contract award process, the names and financial details of the recommended suppliers have been circulated as a Part 2 Annex.

*[The decisions on this item can be called in by the Council Overview and Scrutiny Committee]*

**8 HIGHWAYS LOCALISM LEGAL AGREEMENT**

(Pages 15 - 26)

Surrey County Council is working with parish and town councils and other local organisations to explore and establish, where feasible, appropriate locally-managed highways service delivery.

A Grant Funding Agreement (GFA) will be entered into, where proposals from parish councils and other local organisations will require them carrying out minor highways tasks on behalf of Surrey County Council.

This paper introduces a revised GFA, drafted by Surrey County Council

Legal Services with representatives from Surrey Association of Local Councils (SALC), which alters the focus from the 'delegating of responsibility' under S19 of the Local Government Act 2000 to a GFA. This revised approach will enable the Highways Localism initiative to proceed positively with a wider number of partners and organisations in Surrey and see the delivery of responsive minor highway works at a local level.

*[The decisions on this item can be called in by the Environment and Transport Select Committee]*

**9 LEADER / DEPUTY LEADER / CABINET MEMBER DECISIONS TAKEN SINCE LAST CABINET MEETING** (Pages 27 - 28)

To note any delegated decisions taken by the Leader, Deputy Leader and Cabinet Members since the last meeting of the Cabinet.

**10 EXCLUSION OF THE PUBLIC**

That under Section 100(A) of the Local Government Act 1972, the public be excluded from the meeting during consideration of the following items of business on the grounds that they involve the likely disclosure of exempt information under the relevant paragraphs of Part 1 of Schedule 12A of the Act.

## **P A R T T W O - I N P R I V A T E**

**11 ST MARTIN'S INFANT AND JUNIOR SCHOOL, EPSOM - EXPANSION BY ONE FORM OF ENTRY FROM SEPTEMBER 2014** (Pages 29 - 34)

To approve the provision of an additional permanent one form of entry increase at St Martin's Infant and Junior Schools to three forms of entry to meet basic need requirements for primary places in the Epsom area.

The number of primary school places in Epsom is increasing and there are insufficient primary school places to meet this demand an increase in primary provision is therefore needed.

St Martin's Infant and Junior Schools share a campus and are the schools best placed to grow to meet this increased demand. This expansion of St Martin's Infant and Junior Schools is required for September 2014 to meet the growing requirement for places.

**Exempt: Not for publication under paragraph 3**

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

*[The decisions on the following items can be called in either by the Council Overview and Scrutiny Committee or the Children and Education Select Committee]*

**12 CONTRACT AWARD FOR SCHOOLS CLEANING SERVICES**

(Pages  
35 - 40)

The information contained in this Annex relates to item 7 and may not be published or circulated beyond this report and will remain sensitive for the length of the Contracts.

**Exempt: Not for publication under paragraph 3**

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

*[The decisions on the following items can be called in either by the Council Overview and Scrutiny Committee or the Children and Education Select Committee]*

**13 PUBLICITY FOR PART 2 ITEMS**

To consider whether the item considered under Part 2 of the agenda should be made available to the Press and public.

**David McNulty**  
**Chief Executive**  
Friday, 17 May 2013

## QUESTIONS, PETITIONS AND PROCEDURAL MATTERS

The Cabinet will consider questions submitted by Members of the Council, members of the public who are electors of the Surrey County Council area and petitions containing 100 or more signatures relating to a matter within the Cabinet's terms of reference, in line with the procedures set out in the Council's Constitution.

**Please note:**

1. The number of public questions which can be asked at a meeting may not exceed six. Questions which are received after the first six will be held over to the following meeting or dealt with in writing at the Chairman's discretion.
2. Questions will be taken in the order in which they are received.
3. Questions will be asked and answered without discussion. The Leader, Deputy Leader or Cabinet Member may decline to answer a question, provide a written reply or nominate another Member to answer the question.
4. Following the initial reply, one supplementary question may be asked by the questioner. The Leader, Deputy Leader or Cabinet Member may decline to answer a supplementary question.

## MOBILE TECHNOLOGY – ACCEPTABLE USE

All mobile devices (mobile phones, BlackBerries, etc) should be switched off or placed in silent mode during the meeting to prevent interruptions and interference with the PA and Induction Loop systems.

Those attending for the purpose of reporting on the meeting may use mobile devices in silent mode to send electronic messages about the progress of the public parts of the meeting. This is subject to no interruptions, distractions or interference with the PA and Induction Loop systems being caused. The Chairman may ask for mobile devices to be switched off in these circumstances.

*Thank you for your co-operation*

**SURREY COUNTY COUNCIL**

**CABINET**

**DATE: 28 MAY 2013**

**REPORT OF: MR DAVID HODGE, LEADER OF THE COUNCIL**

**LEAD OFFICER: SHEILA LITTLE, CHIEF FINANCE OFFICER AND DEPUTY DIRECTOR FOR BUSINESS SERVICES**

**SUBJECT: YEAR END FINANCIAL BUDGET OVERTURN 2012/13**



#### **SUMMARY OF ISSUE:**

To note the revenue and capital budget outturn for 2012/13 financial year. The annexes to this report will be circulated separately prior to the Cabinet meeting and will present the final revenue and capital budget outturn for the 2012/13 financial year. This is based upon the final accounts at the end of March 2013. The report will also request approval for any further capital carry forwards and revenue reserve transfers, where appropriate.

#### **RECOMMENDATIONS:**

It is recommended that the Cabinet:

- i. notes the revenue and capital outturns, revenue efficiencies (Annex A & B), reserves and balances and treasury management information (Annex D);
- ii. confirms the treatment of in-year government grant changes (Annex C);
- iii. notes the write off of care and non-care related debt (Annex D);
- iv. approves the carry forward of £17.5m committed capital budget (Annex E);
- v. approves the publication of additional information on members in line with the council's wish to increase transparency (Annex F)

#### **REASON FOR RECOMMENDATIONS:**

To review and manage the budget outturn for the 2012/13 financial year in the context of a multi-year approach to financial management.

To approve carry forwards to enable on-going projects to continue without delay.

#### **DETAILS:**

1. The council's 2012/13 financial year ended on 31 March 2013. The accounts for the financial year closed on 2 May 2013 and included year-end adjusting transactions, such as year end accruals, reconciliations and allocations to be completed for external audit.

2. At the 23 April 2013 meeting of the Cabinet, a provisional outturn position was outlined. This presented a revenue budget underspending of -£3.8m. Annex A of this report presents the updated and final revenue budget variance, due to final allocations and grant changes. Annex B outlines the final capital budget outturn, with the proposed carry-forward requests for those capital schemes that had not completed by the 31 March 2013 cut-off date included in Annex E. The information within the report is subject to external audit, which will start in late June 2013.
3. Annex C summaries the budgetary adjustments for 2012/13, including the in-year changes to government grants, and describes the final year end budget virements. Annex D outlines the change over the year of the Council's level of reserves and balances. This annex also summarises council's level of debt owed after the proposed write-off of irrecoverable debts.
4. Annex E shows the support to the 2013/14 and future years revenue and capital budgets to be met from the 2012/13 financial year. The revenue budget carry-forward requests were approved at the cabinet meeting on 23 April. This annex also includes the requests to use 2012/13 capital resources for continuing capital schemes in 2013/14. The outturn has identified some transfers to revenue reserves that are required to support ongoing projects and risks in future financial years.
5. As a part of the council's commitment to openness and transparency, Annex F contains details of travel costs, members' expenses and allowances during the 2012/13 financial year.

#### **Consultation:**

6. All Cabinet Members will have consulted their relevant Strategic Director on the financial positions of their portfolios.

#### **Risk management and implications:**

7. Risk implications are stated throughout the report and annexes and each Strategic Director has updated their strategic and or service risk registers accordingly. In addition, the Leadership Risk Register continues to reflect the increasing uncertainty of future funding likely to be allocated to the council.

#### **Financial and value for money implications**

8. The financial and value for money implications are considered throughout this report and annexes and will be further scrutinised in future budget monitoring reports. The council continues to have a strong focus on its key objective of providing excellent value for money.

#### **Section 151 Officer commentary**

9. The Cabinet has received reports throughout the year on the forecast year-end financial position. This report provides the final revenue and capital budget outturn for the 2012/13 financial year as the final accounting entries are undertaken prior to the commencement of the external audit.
10. The reported year end outturn is based upon the revenue and capital transactions recorded in the council's financial ledger at 31 March 2013.



### **Legal implications – Monitoring Officer**

11. There are no legal issues or risks.

### **Equalities and Diversity**

12. Any impacts of the budget outturn will be evaluated by the individual services and reported as necessary.

### **Climate change/carbon emissions implications**

13. The County Council attaches great importance to being environmentally aware and wishes to show leadership in cutting carbon emissions and tackling climate change.
14. Any impacts on climate change and carbon emissions to achieve the Council's aim will be considered by the relevant service affected as they implement any actions agreed.

### **WHAT HAPPENS NEXT:**

The relevant adjustments from the recommendations will be made to the council's accounts.

The County Council's formal, financial accounts for 2012/13 will be presented to the Audit and Governance Committee at its meeting on 28 June 2013, although the External Auditors are not expected to issue their formal opinion on the accounts until September. The financial statements will reflect any adjustments arising from the audit of the accounts by the Council's external auditors, Grant Thornton. Any material changes made are required to be reported back to Audit and Governance Committee. No material changes to either the revenue or capital outturn position as presented in this report and annexes are anticipated to arise from the audit.

The other elements (Chief Finance Officer Report and abridged unaudited financial statements) of the Annual report – Financial Statement will be presented to the Audit and Governance Committee at its meeting on 28 June 2013. The report will be published shortly after.

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#### **Contact Officer:**

Sheila Little, Chief Finance Officer and Deputy Director for Business Services  
020 8541 7012

#### **Consulted:**

Cabinet / Corporate Leadership Team

#### **Annexes:**

Annex A – Revenue Outturn (including efficiencies and staffing)

Annex B – Capital outturn

Annex C – Final revenue budget movements

Annex D Quarterly Financial information ( Treasury report, Balance Sheet and

Reserve & Balances, and debt)

Annex E – Summary of Revenue Carry forward and proposed Capital carry forwards

Annex F – Annual report information (Travel expenses, Consultancy, Members Allowances and travel expenses

**Sources/background papers:**

Monthly budget monitoring reports to the Cabinet during the financial year

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**SURREY COUNTY COUNCIL**

**CABINET**

**DATE: 28 MAY 2013**

**REPORT OF: MRS LINDA KEMENY, CABINET MEMBER FOR CHILDREN AND LEARNING**

**MR TONY SAMUELS, CABINET MEMBER FOR ASSETS AND REGENERATION PROGRAMMES**

**LEAD OFFICER: PETER-JOHN WILKINSON, ASSISTANT DIRECTOR FOR SCHOOLS AND LEARNING**  
**JOHN STEBBINGS, CHIEF PROPERTY OFFICER, BUSINESS SERVICES**

**SUBJECT: SCHOOL EXPANSION AT ST MARTIN'S INFANT AND JUNIOR SCHOOLS**



#### **SUMMARY OF ISSUE:**

There is significant demand for new schools places within Surrey and for improvement of existing accommodation, which Surrey County Council's five year 2013-18 Medium Term Financial Plan significantly addresses.

St Martin's Infant and Junior Schools in, Epsom have been identified as requiring expansion.

Approval is sought for the business case for expansion and creation of additional places and facilities at the school to meet the demand.

#### **RECOMMENDATIONS:**

It is recommended that the expansion and adaptation of St Martin's Infant and Junior School, as detailed in this report, be agreed in principle subject to the consideration and approval of the detailed financial information as set out in Part 2 of this agenda (item 11 ).

#### **REASON FOR RECOMMENDATIONS:**

The scheme delivers a value for money expansion and improvements to the school and its infrastructure, which supports the Authority's statutory obligation to provide additional school places and appropriate facilities for local children in Surrey. The project and building works are in accordance with the planned timetable required for delivery of the new accommodation at the school.

<b><u>DETAILS:</u></b>
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1. Surrey is on the London fringe and is a popular place to live with a good commercial infrastructure and employer base, commuter rail links to the City. Surrey Schools are good schools and the attainments of students in Surrey schools is generally of a good standard.

The population in Surrey has increased steadily since 1981 and projections from the Office of National Statistics (ONS) suggest that this growth will continue in the foreseeable future with a population rising to 1,230,780 in 2023.

Surrey's projections indicating future needs for schools places were exceeded in 2012 and in a number of urban areas across the county officers have signalled this trend will continue and further places will be needed.

Factors attributable to the unforeseen demand include:

- Applications for places are increasing at a higher rate than the increase in births.
- Increasing inward migration – not captured by ONS.
- Housing development (in particular in-fill development) coming forward earlier than district and borough forecasts had indicated.
- External economic factors (e.g. affordability of housing compared with London).

The County has responded to this increased demand for Schools Basic Need with a substantial expansion programme that plans to deliver some 16,000 additional school places over the next 10 years. Capital investment over the period 2012/18 amounts to £289m.

2. The Cabinet Member for Children and Learning has considered and approved the educational rationale for the expansion and improvement of the school set out in this report. Approval of the business case for the expansion is now required in order to progress the delivery of the accommodation at the school.
3. The business case for the school is attached under item 11 in Part 2 of this agenda. Aspects of the financial details for the proposal are considered commercially sensitive, in that releasing the information at this stage may impact on the Council's ability to gain best value from companies who might potentially bid for the contract to deliver the project.
4. It is therefore in the public interest that this detailed financial information be discussed in private at this time. The Cabinet is therefore asked to consider the expansion proposal in principle before approving the business case for the school in Part 2 of the meeting.

<b><u>St Martin's Infant and Junior Schools</u></b>
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5. The Cabinet Member for Children and Learning was consulted on 13 March 2013 and recommended the expansion of St Martin's Infant and Junior Schools to provide a total of 210 additional places.

6. St Martin's Infant and Junior Schools are co-located on one campus situated on Worple Road, Epsom. The infant school currently provides 180 places in 3 year groups, but the school has taken 30 additional pupils over the last year giving a total number on roll of 210. The proposal is to expand the infant schools capacity by 90 permanent places to 270 (3 year groups of 90 pupils) ie a net increase of 60 places over the current pupils on roll.
7. St Martin's Junior School has a capacity of 240 places but currently has a total of 254 pupils on roll in 4 year groups. The school will need to increase its capacity and Planned Admission Number (PAN) in order to align with the infant school. The proposal is to expand the junior school capacity to 360 places a net increase of 120 permanent places providing additional accommodation of 106 places over the current number on roll.
8. The main school buildings will have the capacity to provide for a total of 630 an increase of 210 places aged 4 to 11 across the two schools. The requirement to achieve the expansion is an additional seven classes. This will be achieved through a two storey extension and some internal remodelling of the schools.
9. The project is included in the County Council's school basic need capital programme as part of the 2013/2018 Medium Term Financial Plan.

#### **CONSULTATION:**

10. At Epsom Infant and Junior School, the proposal is a 'prescribed alteration' and a public consultation exercise has been conducted by the two governing bodies.
11. A final report went to the Cabinet Member for Children and Learning on 13 March 2013. Approval was given for the expansion to proceed in order to meet the basic need for places in this area of Epsom.

#### **RISK MANAGEMENT AND IMPLICATIONS:**

12. There are risks associated with the programme at the school and the consultants have produced and are maintaining a risk register updated on a regular basis.

#### **Financial and Value for Money Implications**

13. The scheme will be subject to continued robust cost challenge and scrutiny to drive optimum value as the project progresses.

#### **Section 151 Officer Commentary**

14. The Section 151 Officer has included comment on the scheme report, in the Part 2 reports (item 11).

#### **Legal Implications – Monitoring Officer**

15. Section 13 of the Education Act 1996 places a general duty on local education authorities to secure that efficient primary and secondary education is available to meet the needs of the population of their area. Section 14 of the Education Act 1996 places a duty on local education authorities to secure that sufficient schools for providing primary education are available in their area and Section 14A places

a duty to promote high standards. Therefore, there is a duty to provide efficient education and sufficient schools to do so.

#### **Equalities and Diversity**

16. The new facilities at the school will comply with DDA (Disabilities Discrimination Act) regulations and will have facilities for girls / boys and disabled children. Officers did not consider there to be any significant equalities implications and therefore an Equalities Impact Assessment has not been carried out.

#### **Climate change/carbon emissions implications**

17. The County Council attaches great importance to being environmentally aware and wishes to show leadership in cutting carbon emissions and tackling climate change. New buildings will comply or exceed Building Regulations. For any new build projects, the contractor will be required to provide a Site Waste Management Plan

#### **WHAT HAPPENS NEXT:**

18. Subject to Cabinet approval the project will be progressed in accordance with the project plan. This will deliver new school places and facilities by September 2013.

#### **Contact Officer:**

Keith Brown, Schools Programme Manager, 020 8541 8651  
Julie Stockdale, Strategic Lead for School Commissioning, 020 8541 8084

#### **Consulted:**

Linda Kemeny, Cabinet Member for Children and Learning  
Tony Samuels, Cabinet Member for Assets and Regeneration Programmes  
Tina Mountain, Local Member, Epsom Town and Downs  
Julie Fisher, Strategic Director for Business Services  
Paula Chowdhury, Strategic Finance Manager – Business Services  
Schools – Head Teachers and governors in the Epsom area  
Parents and pupils

#### **Annexes:**

See Part 2 individual business case report

#### **Sources/background papers:**

The Education Act 1996  
The School Standards Framework Act 1998  
The Education Act 2002  
The Education and Inspections Act 2006

**SURREY COUNTY COUNCIL**

**CABINET**

**DATE: 28 MAY 2013**

**REPORT OF: MS DENISE LE GAL, CABINET MEMBER FOR CHANGE AND EFFICIENCY**  
**MRS LINDA KEMENY, CABINET MEMBER FOR CHILDREN AND LEARNING**



**LEAD OFFICER: LAURA LANGSTAFF, ACTING HEAD OF PROCUREMENT AND COMMISSIONING**

**P-J WILKINSON, ASSISTANT DIRECTOR FOR SCHOOLS AND LEARNING**

**SUBJECT: CONTRACT AWARD FOR SCHOOLS CLEANING SERVICES**

#### **SUMMARY OF ISSUE:**

The current contract for providing Schools Cleaning Services expires on 31 July 2013. It is therefore necessary to award a new contract, following a procurement activity, to the recommended suppliers described in the Part 2 Annex (item 12) to provide Schools Cleaning Services starting on 1 August 2013.

Due to the commercial sensitivity involved in the contract award process, the names and financial details of the recommended suppliers have been circulated as a Part 2 Annex.

#### **RECOMMENDATIONS:**

It is recommended that a contract, in twelve separate 'lots' each covering a distinct geographical area, is awarded to the suppliers as described in the Part 2 Annex (item 12). The recommended contract award delivers a saving of 25% for Surrey schools over the five year term.

#### **REASON FOR RECOMMENDATIONS:**

The existing contracts for Schools Cleaning Services will expire on 31 July 2013. A full tender process, in compliance with the EU Procurement Legislation and Procurement Standing Orders has been completed, and the recommendations provide best value for money for the Council. In addition to delivering savings, the contract will also deliver an improved service with strengthened performance measures and robust contract management.

## **DETAILS:**

### **Background and options considered**

1. The expiry of existing contracts on 31 July 2013 means that new contracts need to be in place from 1 August 2013. This contract has been awarded via a competitive tender exercise, compliant with EU procurement legislation.
2. The contract provides Schools Cleaning Services in the Boroughs and Districts of Epsom and Ewell, Elmbridge, Reigate and Banstead, Tandridge, Mole Valley and Waverley. To deliver the best value for money the contract has been separated into twelve 'lots', each covering a distinct geographical area. By separating the contract into lots it allowed suppliers to bid for some or all of the contract, driving further competition, and allowing smaller suppliers to participate.
3. Babcock 4S (B4S) provide the contract management for the contracts that exist between SCC and the Suppliers. This arrangement will continue as B4S are best placed to manage the delivery of the cleaning services and have suitably experienced staff.

### **Competitive Tendering Process**

4. The procurement activity included a Pre-Qualification stage, to ensure suppliers invited to tender met important minimum standards around Safeguarding and Health and Safety to undertake cleaning services in Schools. Of the 37 suppliers who expressed an interest, 27 responded and 13 were short listed.
5. The tender evaluation process was designed to identify the suppliers able to deliver a timely and cost effective service to the quality desired and marks were awarded for each supplier's quality and financial submissions.
6. A reverse e-Auction was successfully completed. The e-Auction provided the bidders with the opportunity to bid against each other online, with the ability to reduce their prices further over the auction period.
7. The results of the procurement exercise are that two suppliers are recommended. Details of the evaluation results are included in Part 2 Annex (item 12). It is recommended that one supplier is awarded nine of the lots and one supplier three of the remaining lots.

### **Key Implications**

8. By awarding the contract the Council will be meeting its duties, ensuring well maintained properties and Schools can undertake their statutory duty to deliver the National Curriculum.
9. Performance will be monitored by B4S through a series of Key Performance Indicators as detailed in the contract.
10. Surrey County Council has the right to inspect and satisfy itself as to the adequacy of the contract management procedures that B4S has in place.



## **CONSULTATION:**

11. Finance, Legal Services and B4S have been consulted, at all stages of the commissioning and procurement process (developing the strategy, designing the specification, inviting and evaluating tenders and agreeing the contract award).
12. 'Buy back' arrangements are in place, which provide schools with the option to purchase the cleaning services or make their own contractual arrangements with suppliers directly. Schools 'buy back' for the full 5 year contract term but also retain the ability to be flexible and to change their detailed requirements should circumstances change.
13. Schools and Academies have been consulted with regard to the specification, work programmes and methods of service delivery.

## **RISK MANAGEMENT AND IMPLICATIONS:**

14. The contracts include a Termination Clause that protects Surrey County Council in case any schools, Academies or educational establishments no longer require the cleaning service to be provided at their premises or if a school becomes an independent Academy school and makes their own independent arrangements. This allows the Council to terminate or amend the contract with two months notice,
15. The Contract specifically states that SCC shall not be responsible for payments to the supplier, the Schools accepting exclusive responsibility in that respect.
16. All short listed tenderers successfully completed satisfactory financial checks as well as checks on competency in delivery of similar contracts at the Pre-qualification stage.
17. The following key risks associated with the contract and contract award have been identified, along with mitigation activities:

<b>Category</b>	<b>Risk Description</b>	<b>Mitigation Activity</b>
Financial	<p>Schools elect to exit the contract leading to increased costs for those remaining.</p> <p>The number of schools exiting the contract are sufficiently large to make the contract unviable for the supplier.</p>	<p>Termination clause ensures it is flexible to increase and decrease premises numbers and contract value.</p> <p>The use of 2 different suppliers will allow work to be moved in an emergency situation if one provider is no longer able to deliver the service.</p>

Reputational	Difficulty with TUPE transfer of existing staff during mobilisation means schools will not be cleaned as staff have not transferred on the first day of service.	Suppliers aware of this risk and mobile cleaning teams will be organised to provide cover if required.
Service	Poor performance of suppliers affects the relationships between SCC/B4S and Schools and leads schools to withdraw.	Strong contract management and agreed KPIs with the suppliers at the commencement of the contracts.  Failure to meet KPIs will allow SCC to terminate the individual contract.

#### **Financial and Value for Money Implications**

18. Full details of the contract values and financial implications are set out in the Part 2 Annex (item 12).
19. The new contract will deliver an overall saving of 25% across all lots over the 5 year contract term.
20. Higher standards have been set in the new contracts and therefore these new contracts will provide an improvement in service performance and a change in the Key Performance Indicators (KPI) will mean improved output.

#### **Section 151 Officer Commentary**

21. The Section 151 Officer confirms that following a full tender exercise, including evaluation of tenders and an e-auction exercise, cost effective school cleaning contracts have been awarded. These new contracts are around 25% lower in cost on average when compared to the existing cleaning contracts over the 5 year period. The total savings estimated at around £2.9m, will have a positive impact on the budgets for schools covered by these new contracts.

#### **Legal Implications – Monitoring Officer**

22. All successful tenderers supplied a written confirmation that if successful they will accept the terms of the draft Agreement agreed by Legal Services, without any material amendment.
23. The duty on the Cabinet is to have due regard to public authorities obligations as set out under the Equality Act 2010.
24. There will be a TUPE transfer of existing suppliers' staff to new suppliers.

#### **Equalities and Diversity and Public Social Value**

25. The Council has been mindful of its equalities duties in carrying out the tender process and letting the contract. Under the Equality Act 2010 when considering this item, the Cabinet Member should have due regard to the need to (a) eliminate discrimination, harassment, victimisation and any other

conduct that is prohibited by or under the Equality Act 2010; (b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it and (c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it. The relevant protected characteristics are: age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

- 26. The procurement process was undertaken through an EU Procurement procedure, which was advertised to allow suppliers across the EU to express their interest. The tender was also advertised on the SCC’s website so as to attract local businesses and SMEs.
- 27. The contracts make it a legal requirement that the suppliers comply with all relevant equality and diversity legislation (including the Equality Act 2010) whilst delivering the cleaning services. This includes a clause which requires the supplier to ensure its personnel comply with all equal opportunities policies when dealing with both staff and visitors of buildings they are working at. The contract also requires the supplier to adopt SCC’s equal opportunities policy when recruiting and dealing with their personnel

**Safeguarding responsibilities for vulnerable children and adults implications**

- 28. The successful suppliers will be required to ensure that all employees engaged in the performance of the Service have been checked with the Disclosure and Barring Service (DBS) and received a clear Enhanced Disclosure Certificate. They will be required to provide evidence of all staff that are DBS enhanced cleared before commencing the contract.
- 29. Suppliers will also be required to supply the Council with an updated list of employees, together with their DBS reference numbers, every 3 months throughout the Contract Period and shall ensure that all DBS checks are fully in date.
- 30. If any of the suppliers do not comply with the above, the Council reserves the right to terminate the Contract.

**WHAT HAPPENS NEXT:**

31. The timetable for implementation is as follows:

Action	Date
Cabinet decision to award (including ‘call in’ period)	5 June 2013
‘Alcatel’ Standstill Period	17 June 2013
Contract Signature	Week commencing 1 July 2013
Contract Commencement Date	1 August 2013

32. The Council has an obligation to allow unsuccessful suppliers the opportunity to challenge the proposed contract award. This period is referred to as the ‘Alcatel’ standstill period.

**Contact Officer:**

Zoran Kahvo - Category Specialist 020 8541 9785,  
Jeremy Jones Head of FM Babcock 4S 01372 834461, as part of the JV contract  
between SCC and Babcock 4S.

**Consulted:**

Ross Duguid - Category Manager Procurement and Commissioning  
Lynn McGrady – Finance Manager Schools and Learning  
Carmel Mcloughlin – Principal Lawyer  
P-J Wilkinson – Assistant Director for Schools and Learning  
Amman Baath – Category Procurement Specialist

**Annexes:**

Part 2 Annex 1 attached as agenda item 12

**Sources/background papers:**

- Tender Evaluation Summary
-

**SURREY COUNTY COUNCIL****CABINET****DATE: 28 MAY 2013****REPORT OF: JOHN FUREY, CABINET MEMBER FOR TRANSPORT,  
HIGHWAYS AND ENVIRONMENT****LEAD****OFFICER: JASON RUSSELL, ASSISTANT DIRECTOR: HIGHWAYS****SUBJECT: HIGHWAYS LOCALISM GRANT FUNDING AGREEMENT****SUMMARY OF ISSUE:**

Surrey County Council is working with parish and town councils and other local organisations to explore and establish, where feasible, appropriate locally-managed highways service delivery.

A Grant Funding Agreement (GFA) will be entered into, where proposals from parish councils and other local organisations will require them carrying out minor highways tasks on behalf of Surrey County Council.

This paper introduces a revised GFA, drafted by Surrey County Council Legal Services with representatives from Surrey Association of Local Councils (SALC), which alters the focus from the 'delegating of responsibility' under S19 of the Local Government Act 2000 to a GFA. This revised approach will enable the Highways localism initiative to proceed positively with a wider number of partners and organisations in Surrey and see the delivery of responsive minor highway works at a local level.

**RECOMMENDATIONS:**

It is recommended that the Cabinet :

1. Approve the policy change from formal 'delegation of responsibility' to 'Grant Funding Agreement for provision of services' for the Highways localism initiative.
2. Approve the revised Highways Grant Annual Funding Agreement for the localism initiative (Annex 1) with any further changes delegated to Assistant Director, Highways, in consultation with the Cabinet Member for Transport, Highways and Environment.

**REASON FOR RECOMMENDATIONS:**

Under the Highways localism initiative, a GFA will be required where proposals from parish councils and other local organisations will require them carrying out minor highways tasks.

The revised annual funding agreement in Annex 1, drafted by Legal Services with input from Surrey Association of Local Councils (SALC), alters the focus from the 'delegating of responsibility' under S19 of the Local Government Act 2000 to a GFA for provision of minor highway works at a local level. This new GFA will enable the Highways localism work to proceed positively with a wider range of organisations. A

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previous legal document which was in the form of a contract has proved unacceptable or inappropriate to many partners. Funding and delivery for the initial tranche of successful bids from local organisations can be progressed once this agreement has been formally confirmed by Surrey County Council.

#### **DETAILS:**

##### **Business Case**

1. Service providers and public bodies are exploring ways of involving local organisations and communities in continuing to improve relevance, quality and effectiveness of services in their neighbourhoods. Surrey County Council is working with parish and town councils and other community organisations to establish locally-managed highway service delivery.
2. Parish and town councils and other organisations have for some time indicated an interest in getting more involved in delivering highways tasks in their area. Some of this work may be managed and monitored particularly effectively at a local level by the parish council, responding to community priorities in the neighbourhood.
3. Members and Local Committees have the opportunity to continue to support increased involvement of neighbourhoods in decision-making and delivery of services. Parish and town councils and other local organisations are now submitting bids for minor highways works that they would like to carry out e.g. clearing vegetation and ditches, cleaning signs, additional grass cutting for example. In some cases a 'lengthsman' or organisation will be contracted to carry out these tasks.
4. An existing legal agreement written by Surrey County Council's Legal Services in 2009 has proved unacceptable to some groups, as formal devolution of powers to organisations such as parish / town councils excluded community associations or residents groups. Also, the Surrey Association of Local Councils (SALC) legal counsel advised caution to parish councils in signing the 2009 legal agreement.
5. In order to find a way to proceed positively with the Highways localism approach, alternative models have therefore been sought from elsewhere eg Lancashire and Hampshire. These other models have helped to inform the draft document in Annex 1.
6. Funding and delivery of the initial tranche of successful local organisation bids can be progressed once the legal agreement has been agreed by Surrey County Council and partners are content to proceed.

#### **CONSULTATION:**

7. Surrey County Council Legal and Highways officers have been involved in drafting the revised agreement with involvement from the Surrey Association of Local Councils (SALC).

## **RISK MANAGEMENT AND IMPLICATIONS:**

8. Delivery of highways localism services at a local level, where bids have been agreed by the divisional member, partners and Highways service, will be delayed if this revised legal approach is not endorsed. An alternative and acceptable document would need to be developed.
9. Delay in taking this initiative forward, where processes have been supported this far with partners, could impact on the county council reputation for partnership working at a local level, and will hold up highways service delivery in local neighbourhoods where there is an interest and willingness by partners in getting involved.

## **Financial and Value for Money Implications**

10. Highways localism is funded from existing Highways revenue budgets, allocated as agreed by each local committee to each divisional member for their division or through a ring-fenced highways localism 'pot' to which parish councils and other local organisations may bid. Processes may be the same as the existing Community Enhancement fund to county council members. Current budgets are for £5k / divisional member in east Surrey for example, and £15k and £20k as ring-fenced pots at Guildford and Waverley Local Committees respectively. Other areas may not have confirmed their financial arrangements at this stage.
11. Bid proposals from parish councils or other local organisations will be assessed to ensure value for money and quality services can be provided. Once the initiative is in place, the Highways service will monitor the delivery and provide quality assurance at a local level through regular review processes.

## **Section 151 Officer Commentary**

12. Financial implications are explained in paragraph 10 and in the proposed funding agreement, which sets out the obligations of each party and includes arrangements for making payments and reporting on costs and performance. Localism projects will be funded from within the existing approved Highway budget. Bids for local delivery will be evaluated to ensure that they represent value for money.

## **Legal Implications – Monitoring Officer**

13. The GFA has been drafted by Legal Services. The agreement stipulates obligations which the applicant must comply with. These obligations include (but are not limited to) using the funding solely for the purposes specified in the application for the grant, explicit purposes for which the funding must not be used and the consequences of failing to comply with the same. The GFA also requires the applicant to give undertakings to the Council including providing indemnities to ensure that the Council is adequately protected against risks arising out of or in connection with the task which is the subject of the application. The applicant is also required to comply with all Health and Safety legislation and have and maintain relevant insurances. The Council is able to terminate the agreement immediately if the applicant commits a material breach.

## **Equalities and Diversity**

14. There are no equalities and diversity implications at this time. However, the applicant is drawn to the Council's duty under the Equality Act 2010 and is required to take the provisions of the Equality Act 2010 into consideration when undertaking any task in connection with the grant funding agreement.

## **WHAT HAPPENS NEXT:**

### **April / May 2013.**

- Funding agreement to be confirmed and in place.
- Local Committee/ members have agreed delegated budgets to parishes and other local organisations for 2013 / 2014.
- Feedback on the Highways localism initiative from parishes and other local organisations, Portfolio Holder, Local Committee Chairmen, Members who have been actively involved, highways service and partnerships team.

### **May / June 2013.**

- Confirm budget processes for future working.
- First tranche of successful bids in place for delivery.
- Presentations to parishes and other groups, with local committees, where requested, to promote and widen understanding.
- Update given to Surrey Association of Local Councils (SALC) conference.
- Involve districts and boroughs in dialogue with parishes and other organisations for greater role in street scene activities.

### **May / September 2013.**

- Support for members and local committees to facilitate set-up for local organisations wishing to take this forward in 2013 / 2014.
- Issues newsletter to all stakeholders, with photos and information on work underway.
- Embed this initiative in the Highways service for 2014 / 2015.

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### **Contact Officer:**

Lynne Martin, Senior Project Manager, 07772 592597

### **Consulted:**

Legal Services directly involved in drafting of agreement.

Highways officers and Local Committee Chairmen, Section 151 officer all aware this process is underway.

Surrey Association of Local Councils (SALC) involved in drafting agreement with Legal Services.

### **Annexes 1:**

Highways Localism Annual Grant Funding Agreement.

### **Sources/background papers:**

Surrey County Council Legal Agreement 2009.

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Ref:  
Total Amount: £



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<p><b>SCC HLIA Grant Funding Agreement (“the Funding Agreement”) 201[ ] – 201[ ]</b> between xxxxxxxx (“the Applicant”) and Surrey County Council (“SCC”)</p>	
<p><b>Your contact details</b> Name  Address  Tel number  Mobile number  Email address</p>	
<p><b>Amount of funding SCC may agree (“Grant Funding”)</b></p>	£
<p><b>When SCC will make payment(s)</b></p>	<p>SCC anticipates making the payment of Grant Funding as soon as your paperwork is ready and has been approved. Payment of Grant Funding can be made as follows:</p> <ul style="list-style-type: none"> <li>• Direct to the certified bank account in the name of your organisation</li> <li>• If you have no bank account, to another organisation (agreed upon by SCC in writing) on your behalf</li> </ul>
<p><b>What is the purpose of the Project (Project Specification should be attached to Schedule 1) for which the funding may be provided, and what is it expected to achieve?</b></p>	
<p><b>Commencement date</b></p>	1 April 201[ ]
<p><b>Date(s) at which you will complete the project and provide the Service</b></p>	31 March 201[ ]
<p><b>What evidence does SCC require you to give us about the use of the funding?</b></p>	<p>SCC will require evidence of expenditure within 6 months of receipt of the full amount of the Grant Funding.</p> <p>Failure to supply the evidence as requested may result in SCC having no alternative but to ask that the funding be returned in full(Ref 9.2)</p>
<p><b>What you must do if your plans don’t work out</b></p>	<p>If it looks as if you may not be able to use the funding in the way agreed by Surrey County Council, you must tell us at once so that we can decide what to do.</p> <p>SCC reviews the progress of projects regularly, and reserves the right to re-allocate funding, which has not been spent by the end of</p>

	March 201[ ], unless by prior agreement.
<b>Our conditions to the funding (if any)</b>	<ol style="list-style-type: none"> <li>1. The Grant Funding has been agreed for the purposes set out on this form, can only be used for that purpose and must be spent by the end of March 201[ ], unless by prior agreement.</li> <li>2. The Applicant will appreciate that this funding is paid from public funds which are subject to scrutiny, so you need to keep records that show the cost of the project and the use to which the Grant Funding has been put. You should make these documents available if required by SCC. SCC has the right to ask you for more information or to come and look at your records and see what you did with the Grant Funding.</li> </ol>

## SCC CONDITIONS OF GRANT FUNDING

### 1. COMMENCEMENT AND DURATION OF AGREEMENT

This Agreement shall commence on the Commencement Date unless the Agreement is terminated in accordance with **Condition 12** (Termination).

### 2. OBLIGATIONS OF THE APPLICANT

2.1 The Applicant undertakes to provide all such assistance and information, without cost to SCC, as may be required to enable SCC to fulfil its obligations under any applicable Legislation. This includes (without limitation) information relating to SCC's duty to provide Best Value.

2.2 The Applicant undertakes that the Grant Funding will be used solely for the purposes specified in the Application Form and that claims for Grant Funding are made strictly in accordance with the procedures set out in **Condition 5** (Payment Arrangements).

2.3 The Applicant may be required to submit evidence of expenditure within 6 months from receipt of the funding for the full amount of the Grant Funding as follows:

2.3.1 A signed and dated letter that states that you have used the funding for the purpose for which it was given;

2.3.2 A brief description about how you have spent the money;

2.3.3 Any supporting documentation such as copies of paid invoices, receipts for payment, or audited accounts;

2.3.4 If appropriate, any photos – electronically if possible.

2.4 The Applicant may be required, at its own expense, to provide SCC with any additional information as SCC may require from time to time in order that it may complete management reports (whether of a regular, cyclical or ad hoc nature) on the performance of the Services.

2.5 In the event that anything is done or not done by the Applicant which affects or may affect its compliance with the Agreement and/or the Legislation, they shall notify SCC immediately.

### 3. OBLIGATIONS OF SCC

3.1 SCC shall make Grant Funding in accordance with **Condition 5** (Payment Arrangements) below provided that the Applicant has complied with all of the provisions of this Agreement.

#### 4. MANAGEMENT

- 4.1 The Applicant shall maintain a sound system of internal financial controls.
- 4.2 The Applicant shall take adequate measures to safeguard against fraud and theft. All cases of fraud or theft, whether proven or suspected, relating to Grant Funding, shall be referred to the duly appointed Authorised Officer of SCC.
- 4.3 The Applicant shall make available at any reasonable time for inspection or audit all relevant documents and such other information as may be requested.
- 4.4 Project review meetings between SCC and the Applicant will take place every 3 (three) months (or such other period as agreed by the parties) to review management of the Project [and its compliance with the terms of this Agreement].

#### 5. PAYMENT ARRANGEMENTS

- 5.1 The Grant Funding made under this Agreement shall be used exclusively for the purposes and in the manner specified in the application documentation provided, can only be used for that purpose and must be spent by the end of March 201[ ], unless by prior agreement.
- 5.2 The Applicant shall have regard to economy, efficiency and effectiveness in all expenditure.
- 5.3 The Recipient undertakes that Payments will not be made and may not be used for any or all of the following:
- contributions in kind;
  - payments for activities of a political or exclusively religious nature;
  - depreciation, reduction of debts or impairment of fixed assets;
  - input VAT reclaimable by the Recipient from HM Revenue and Customs;
  - interest payments or service charge payments for finance leases;
  - gifts, other than promotional items with a value of no more than £10 in a year to any one person;
  - entertaining; and
  - statutory fines, criminal fines or penalties
- 5.4 All Payments shall be exclusive of any value added tax (VAT) chargeable in respect of the supply of goods and services to which the Payment relates unless VAT is included in the claim with a proper value added tax invoice. For the avoidance of doubt no sums in excess of the total Payments available under this Agreement (as specified under **Condition 5.1** above) are payable by the Funder to the Recipient including any taxes such as value added tax, or other monies due to any third party

- 5.5 If actual costs incurred in respect of expenditure eligible for Grant Funding are less than (50 %) fifty percent than had been expected and recorded in documentation provided, the Applicant will inform SCC of this in the first instance and an alternative use agreed, or any unspent money would need to be returned to SCC. Grant Funding will not be increased if the cost of the Service provided increases or if additional work is undertaken.

## 6. ACCOUNTING REQUIREMENTS

- 6.1 The Applicant accepts that the Grant Funding is paid from public funds, which are subject to scrutiny. The Applicant undertakes to maintain accounts and records of receipts and expenditure in relation to all transactions connected with the project delivered under this Agreement; this shall include invoices, receipts, accounting records and any other relevant documents relating to expenditure. These must be made available at any reasonable time for inspection or audit on request by SCC.
- 6.2 The Applicant shall comply with any specific instructions and guidance SCC issues in relation to any SCC Grant Funded expenditure.
- 6.3 The Applicant shall not sell or otherwise dispose of any assets purchased wholly or partly using SCC Grant Funding, nor allow a third party to take a charge of such assets without the written consent of SCC. SCC may require the proceeds of any disposal, or an appropriate part of them, to be repaid to SCC.
- 6.4 All risks associated with equipment purchased using SCC Grant Funding shall rest with the Applicant from the date of purchase, including but not limited to insurance and safety obligations.

## 7 ENQUIRIES

- 7.1 All enquiries or written communications should be addressed to the SCC [ Officer name and details to be inserted)]

## 8. NON-PERFORMANCE

- 8.1 The Applicant shall notify SCC immediately of any difficulties that arise and affect the delivery of the project set out within the application. SCC with the Applicant shall endeavour to find a mutually agreed solution to overcome any difficulties that affect the provision of the Service. In the event that there is no agreement on a solution and the Applicant fails to deliver the project set out in the application form submitted, SCC may at its discretion:
- 8.1.1 withhold any or all of the Grant Funding and/or may require all or part of them to be repaid;
- 8.1.2 terminate the Agreement in accordance with **Condition 12** where the failure to perform is a breach of the Agreement which is incapable of remedy;
- 8.1.3 require the Applicant to deliver up to SCC any assets purchased wholly or partly out of SCC Grant Funding or require the sale of such assets at market value, whereupon the proceeds of such sale (or relevant proportion thereof) shall be refunded to SCC.
- 8.2 The Applicant shall indemnify SCC against any costs, losses and expenses it may incur (by way of expenditure of money, time or resources, including any legal costs or similar expenses) in taking steps to terminate the Agreement and/or recovering any sums due from the Applicant to SCC as a consequence of failure by the Applicant to perform its obligations under the Agreement.

## 9. REPAYMENT OF GRANT FUNDING

- 9.1 SCC reserves the right to require part or all of the Grant Funding to be repaid if:
  - 9.1.1 SCC considers that the Applicant is failing to deliver the project set out in the application or fails to comply with any other terms of this Agreement; or
  - 9.1.2 Any of the information provided by the Applicant in claims for Grant Funding or in supporting or subsequent correspondence is found to be substantially incorrect, inaccurate or incomplete in the opinion of SCC.
- 9.2 Failure to supply the evidence against use of funding if requested may result in SCC having no alternative but to ask that the funding be returned in full.
- 9.2 Any over-payment of Grant Funding, or any amount paid in error, must be repaid immediately to SCC upon the Applicant becoming aware that there has been an overpayment or upon demand by SCC.

**10. UNDERTAKINGS**

- 10.1 The Applicant irrevocably undertakes that:
  - 10.1.1 all information and representations made in application and supporting documentation and other matters of fact communicated to SCC by the Applicant are true, complete and accurate in all respects at the date of issue and where any such information may change, the Applicant shall immediately make SCC aware; and
  - 10.1.2 suitable staff and resources are available to carry out the Project set out within the application and that the Applicant has or has made arrangements to ensure that it will obtain all necessary consents, licences and permissions to enable it to carry out the project, and the Applicant agrees to indemnify and keep indemnified SCC against any proceedings, claims, damages, liability, costs, charges and expenses incurred as a consequence of failure to comply with the said warranties.
- 10.2 Notwithstanding the provisions of **Condition** 10.1, the Applicant shall indemnify and keep indemnified SCC against all proceedings, claims, damages, liability, costs, charges and expenses arising from any deliberate or negligent act, default or omission or breach of this Agreement by the Applicant or any of its sub-contractors or employees except to the extent that it might arise out of any act of wilful default or negligence of SCC, its employees or agents.
- 10.3 Where any part of the performance of the Agreement has been sub-contracted by the Applicant, the Applicant shall remain primarily liable to perform this Agreement in accordance with its terms. For the avoidance of doubt, the Applicant shall remain liable for the acts, defaults or neglect of any subcontractor or its agents, servants or employees in all respects as if they were the acts defaults or neglect of the Applicant or its agents, servants or employees.
- 10.4 The Applicant undertakes to ensure that its authorised agents or sub-contractors comply with the provisions of this Agreement.
- 10.5 The Applicant’s liability to SCC under **Condition** 10.2 shall be without prejudice to any other right or remedy available to SCC.

**11. INSURANCE**

- 11.1 The Applicant shall maintain appropriate and adequate insurance policies with a reputable insurer to cover its liability for the provision of the Service under this

Agreement and (where applicable) during the Period of the Extended Agreement, including if the circumstances require:

- 11.1.1 employer's liability to comply at least with the requirements of the Employer's Liability (Compulsory Insurance) Act 1969; if required for the project;
  - 11.1.2 public liability cover in respect of any one act, or occurrence or series of acts or occurrences throughout the Period of the Agreement;
  - 11.1.3 professional indemnity insurance cover if required or appropriate for the project;
  - 11.1.4 building and contents Insurance (in such sum as is appropriate, having regard to the value of buildings and the contents) if required or appropriate; and
  - 11.1.5 such other insurance as SCC reasonably deems necessary having regard to the nature the Services being provided.
- 11.2 Upon request by SCC, the Applicant shall provide copies of policies and evidence of payment of premiums.

## **12. TERMINATION**

- 12.1 This Agreement may be terminated by written notice with immediate effect if:
- 12.1.1 the Applicant commits a breach of this Agreement, and fails to remedy such breach (if capable of remedy) within fourteen days of the service of a notice by SCC on the Applicant outlining the breach; or
  - 12.1.2 the Applicant commits a material breach of any of its obligations under this Agreement.
- 12.2 Notwithstanding the provisions of **Condition** 12.1, either party may terminate this Agreement at any time by giving (3) months notice in writing to the other without incurring any liability for termination.
- 12.3 The exercise of rights to terminate this Agreement shall not affect any existing rights or obligations of either Party.

## **13. VARIATIONS**

- 13.1 No amendment or variation to this Agreement shall be effective unless it is agreed in writing and signed by or on behalf of each of the Parties.

## **14. EQUAL OPPORTUNITIES**

- 14.1 The Applicant will ensure that it complies and shall ensure that its employees, agents and sub-contractors comply with the best professional practice in relation to equal opportunities in particular (but not limited to) all relevant legislation (including the Equality Act 2010) as well as statutory and other official guidance and codes of practice.
- 14.2 The Applicant acknowledges that that SCC has a general duty under the Equality Act 2010 ("the Act") to have due regard to the need to eliminate unlawful discrimination and promote equality of opportunities in carrying out its functions. The Applicant shall be considered to have the same obligations as SCC under the Act when carrying out the Project.

## **15. HEALTH AND SAFETY**

The Applicant shall take all necessary steps to secure the health, safety and welfare of all persons associated with or affected by delivery of the project

covered by this funding agreement and shall at all times comply with all relevant health and safety Legislation.

**16. CONFIDENTIALITY AND PUBLICITY**

16.1 The Parties will at all times keep confidential information acquired as a result of this Agreement, except information which:

16.1.1 is required to be disclosed by law; or

16.1.2 comes into the public domain or is disclosed to the public otherwise than by either Party disclosing the information.

16.2 SCC may publicise this Agreement, the Project and/or the Grant Funding. The Applicant will be invited to participate with such publicity requirements as SCC may specify from time to time.

**17. FREEDOM OF INFORMATION**

17.1 The Applicant acknowledges that SCC is subject to the requirements of the Environmental Information Regulations and the Freedom of Information Act 2000 and agrees to use all reasonable endeavours to assist SCC (at the Applicant's expense) to comply with its obligations imposed under those provisions.

**18. THIRD PARTIES**

18.1 It is not intended that any party who is not a party to this Agreement shall have the right to enforce any obligations, rights or provisions contained in this Agreement and any rights of third parties under the Contracts (Rights of Third Parties) Act 1999 are hereby expressly excluded.

**19. WAIVER**

Failure by SCC at any time to enforce the provisions of this Agreement, shall not affect the validity of this Agreement or the right of SCC to enforce any provision in accordance with the terms of this Agreement.

**20. JURISDICTION**

20.1 The Agreement shall be governed by and construed in accordance with English Law.

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For and on behalf of  
**SURREY COUNTY COUNCIL**

.....  
[ ] Name of Authorised Signatory

For and on behalf of  
[ ] **Name of Applicant**

.....  
[ ] **Applicant's signature**

<b>Account Details:</b>	Type of Organisation: voluntary / public / private sector (please select) VAT registration number (if appropriate) _____
	Name of account holder _____
	Account number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
	Bank sort code: <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>
	Roll Number: (if applicable) <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
	<b><i>I accept the terms set out within the funding agreement and request that the payment of the funding should be made as indicated above</i></b>
Signed: _____	
Date: <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

**Please return one copy of this completed form to: Surrey County Council, officer details to be inserted.**



## SURREY COUNTY COUNCIL

## CABINET

DATE: 28 MAY 2013

REPORT OF: N/A

LEAD OFFICER: ANN CHARLTON, HEAD OF LEGAL AND DEMOCRATIC SERVICES

SUBJECT: LEADER/DEPUTY LEADER/CABINET MEMBER DECISIONS TAKEN SINCE THE LAST CABINET MEETING

**SUMMARY OF ISSUE:**

To note any delegated decisions taken by the Leader, Deputy Leader and Cabinet Members since the last meeting of the Cabinet.

**RECOMMENDATIONS:**

It is recommended that the Cabinet note the decisions taken by the Leader, Deputy Leader and Cabinet Members since the last meeting as set out in Annex 1 (to be tabled at the meeting)

**REASON FOR RECOMMENDATIONS:**

To inform the Cabinet of decisions taken by Members under delegated authority.

**DETAILS:**

1. The Leader has delegated responsibility for certain executive functions to the Deputy Leader and individual Cabinet Members, and reserved some functions to himself. These are set out in Table 2 in the Council's Scheme of Delegation.
2. Delegated decisions are scheduled to be taken on a monthly basis and will be reported to the next available Cabinet meeting for information.
3. **Annex 1** (to be tabled at the meeting) lists the details of decisions taken by Cabinet Members by the time of the publication of the agenda for this meeting.

**Contact Officer:**

Anne Gowing, Cabinet Committee Manager, 020 8541 9938

**Annexes:**

Annex 1 – List of Cabinet Member Decisions

**Sources/background papers:**

- Agenda and decision sheets from the Cabinet Member, Deputy Leader and Leader meetings (available on the Council's website)



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of the Local Government Act 1972.

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