



Delegated Decisions by Cabinet Member for Policy Co-ordination

Monday, 19 May 2014 at 12.00 pm

Meeting Room 1, County Hall, New Road, Oxford

Items for Decision

The items for decision under individual Cabinet Members' delegated powers are listed overleaf, with indicative timings, and the related reports are attached. Decisions taken will become effective at the end of the working day on 28 May 2014 unless called in by that date for review by the appropriate Scrutiny Committee.

Copies of the reports are circulated (by e-mail) to all members of the County Council.

These proceedings are open to the public

A handwritten signature in black ink that reads "Peter G. Clark." with a horizontal line underneath.

Peter G. Clark
County Solicitor

May 2014

Contact Officer: **Deborah Miller**
Tel: (01865) 815384; E-Mail: deborah.miller@oxfordshire.gov.uk

Note: Date of next meeting: 9 June 2014

If you have any special requirements (such as a large print version of these papers or special access facilities) please contact the officer named on the front page, but please give as much notice as possible before the meeting.

Items for Decision

1. **Declarations of Interest**

2. **Questions from County Councillors**

Any county councillor may, by giving notice to the Proper Officer by 9 am two working days before the meeting, ask a question on any matter in respect of the Cabinet Member's delegated powers.

The number of questions which may be asked by any councillor at any one meeting is limited to two (or one question with notice and a supplementary question at the meeting) and the time for questions will be limited to 30 minutes in total. As with questions at Council, any questions which remain unanswered at the end of this item will receive a written response.

Questions submitted prior to the agenda being despatched are shown below and will be the subject of a response from the appropriate Cabinet Member or such other councillor or officer as is determined by the Cabinet Member, and shall not be the subject of further debate at this meeting. Questions received after the despatch of the agenda, but before the deadline, will be shown on the Schedule of Addenda circulated at the meeting, together with any written response which is available at that time.

3. **Petitions and Public Address**

4. **Provision of Gypsy and Traveller Services to Ealing Council (Pages 1 - 6)**

Forward Plan Ref: 2014/047

Contact: Richard Webb, Trading Standards & Community Safety Manager Tel: (01865) 815791

Report by Director for Social & Community Services (**CMDPC4**).

Ealing Council owns and manages a single traveller site. This site consists of 24 plots. In April 2013 Ealing Council approached Oxfordshire County Council and requested we provide support to assist them to manage this site as a result of the retirement of the site manager employed by that Council. The Council's Gypsy and Traveller Service has been providing support to Ealing Council since this time. Ealing Council have now asked the Gypsy and Traveller Service to manage the site under a contractual agreement for a period of 3 years.

This report provides background to this opportunity to contract to provide a gypsy and traveller service for Ealing Council. The report contains a full appraisal of the costs, benefits, opportunities and risks involved should Oxfordshire County Council enter into a contract with Ealing Council. Cabinet Member approval is required to enter into a contract for the provision of services to another authority. This paper is intended to enable the Cabinet Member for Policy Coordination to decide whether to authorise the provision of traveller site management services for Ealing Council.

The Cabinet Member for Policy Coordination is RECOMMENDED to:

- (a) approve the provision of traveller site management services to Ealing Council, and***
 - (b) authorise the Trading Standards and Community Safety Manager to enter into a legal agreement to that effect with the Ealing Council.***
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Division(s): All

CABINET MEMBER FOR POLICY CO-ORDINATION 19TH MAY 2014

PROVISION OF A GYPSY AND TRAVELLER SITE MANAGEMENT SERVICE ON BEHALF OF EALING COUNCIL

Report by Director for Social & Community Services

Introduction

1. Oxfordshire County Council owns and maintains 6 Gypsy and Traveller sites within Oxfordshire. These sites vary in size from 5 to 24 plots. Each plot consists of a concrete hard-standing area and a utility block containing a kitchen, toilet and amenity area.
2. The Oxfordshire County Council owned sites are maintained by the County Council's Gypsy and Traveller Service. Site management typically involves-
 - (a) Ensuring the sites and the plots on the sites are maintained with repairs being commissioned as necessary to keep all facilities operational and the hard-standing, fencing, etc. in good condition.
 - (b) Ensuring that the sites remain safe for residents and visitors.
 - (c) Collection of rent from residents.
 - (d) Collection of payment for utilities.
 - (e) Ensuring plots remain occupied and managing a fair allocation policy to ensure vacant plots are allocated on the basis of need.
 - (f) Ensuring all residents agree to, and abide by, pitch licence agreements.
 - (g) Working to facilitate good relationships between the gypsy and traveller and settled communities.
 - (h) Acting to prevent misuse of site facilities and unauthorised residency.
3. The County Council's Gypsy and Traveller Service also manage 5 sites owned by Buckinghamshire County Council under a contract for the provision of site management services with that Council. This contract commenced in June 2008, was renewed in April 2009 and in 2014 and expires in 2016.
4. In 2010 the service also entered into a contract for the provision of traveller site services for Brent Housing Partnership. Brent Housing Partnership operates a single traveller site consisting of 31 plots.
5. The Council's Gypsy and Traveller Service has a strong reputation as a result of its track record in providing effective site management services both within and outside of Oxfordshire. Positive feedback has been received from both Buckinghamshire County Council and Brent Housing Partnership on the services provided.

6. An opportunity has arisen to enter into an agreement with Ealing Council to provide a Gypsy and Traveller service for that Council. This service will provide for site management of the Ealing Council owned traveller site and a service to assist with managing unauthorised encampments. The Ealing Council owned traveller site, called Bashley Road, is an established 24 plot site.

Bashley Road Background

7. The Bashley Road travellers' site was developed in 1985 and is owned by Ealing Council. In recent years this site has been managed by Ealing Council.
8. The Bashley Road site houses travellers of Irish heritage and comprises of 24 pitches.
9. The Bashley Road site is less than 3 miles from the site currently managed by Oxfordshire County Council on behalf of Brent Housing Partnership.

Service Specification

10. Under the proposed agreement with Ealing Council, Oxfordshire County Council would assume responsibility for the management of the Bashley Road site. Our responsibilities will be set out in the service provision contract and will include-
 - (a) Managing the site including ensuring safety on the site, organizing day to day repairs and ensuring the site is clean and tidy.
 - (b) Managing the maintenance budget for the site.
 - (c) Liaising with other parts of Ealing Council and other organisations on issues relating to the site.
 - (d) Assisting residents in accessing services that they are entitled to.
 - (e) Assisting residents in advocacy when required.
 - (f) Assisting with the collect of rent and charges including liaison with Housing Benefits and assistance to residents in making claims.
 - (g) Maintaining a list of names of applicants for any vacant pitch or pitches in accordance with the allocations criteria provided by Ealing Council.
 - (h) Granting licenses to occupiers of individual pitches on the site and ensuring that all pitches are used only for the purposes of siting caravans for use as residences.
11. Oxfordshire County Council will also be responsible for managing unauthorised encampments in Ealing. This responsibility will require the Gypsy and Traveller Service to-
 - (a) Investigate reports of unauthorised encampments, assessing the size and impact of the encampment and the welfare needs of those persons involved.
 - (b) Respond to unauthorised encampments within the legislative framework to ensure that any persons camping without permission moves on as soon as possible.

- (c) Gather appropriate evidence as required by Ealing Council to pursue eviction and any relevant damages.
12. The responsibility for taking legal action lies with the department owning the land or responsible for its maintenance.
 13. Under the service provision contract proposed Ealing Council would retain responsibility for the collection of rent and payment for utilities for the Bashley Road site.
 14. To meet the requirements of Ealing Council, the Gypsy and Traveller Service will attend the site on a number of occasions during the week. This attendance will provide for liaison directly with the residents, for monitoring and managing the site's amenities, building and maintaining good relationships with both the residents and local services and contributing to an inclusive and positive living environment.
 15. It is not proposed that our attendance at the site will be required for any set periods or times. The service will be provided using existing staff within the Gypsy and Traveller Service who are currently deployed managing other sites that are the responsibility of the Council.
 16. Ealing Council will remain responsible for arranging site improvements or developments and for any major works required at the site.
 17. The proposed contract is of 3 year duration with an option to extend by a further year if both parties agree and with both parties retaining an option to terminate the arrangement by giving 1 year's notice.

Assessment of the Feasibility of Meeting Ealing Council's Contractual Requirements.

18. The Gypsy and Traveller Service has been providing site management support to Ealing Council since April 2013. This support arrangement arose when Ealing Council approached Oxfordshire Gypsy and Traveller Service following the retirement of their employed the site manager. Since this time, the Gypsy and Traveller Service has been providing support on an informal basis and reclaiming the cost of the time spent providing this service on an hourly basis. Whilst the Gypsy and Traveller Service can continue to meet the requirements of Ealing Council on this basis it is clear that a more formal arrangement is necessary.
19. The final service specification has not yet been agreed. In general terms the site management service sought by Ealing Council is substantially similar to the function performed by the Gypsy and Traveller Service in respect of the Oxfordshire County Council owned sites. It is also similar to the service provided under the existing contracts managed by the Service. The required service in relation to unauthorised encampments is similar to the service already provided in Oxfordshire and Buckinghamshire. The Service has prior successful experience in meeting all of Ealing Council's service specification

requirements (as expressed in discussions to date) either within Oxfordshire or under the existing external contracts. Therefore, there are no doubts about the Service's capability to provide the service expected. However, the exact service specification will be detailed in the contract and the agreement will not be entered into if the final service specification introduces additional requirements that the Service Manager advises may not be met.

20. As a consequence of providing site management services to Ealing Council for the Bashley Road site since April 2013, the Service has developed a good understanding of the site. It is not thought that managing the site will present any challenges that are not familiar to the Service already.
21. Ealing Council's requirements will not necessitate the Gypsy and Traveller Service to extend its staffing establishment. Site management services will be provided through existing team members attending the site when required. Roadside encampments are infrequent and there is sufficient capacity within the Gypsy and Traveller Service to respond to any that arise in Ealing without significant impact on other services.

Legal Implications

22. Entering into a contract for the provision of services to other parties will introduce further legal liabilities to the Council. Our responsibilities will be set out in the supporting contract. Legal advice on the proposed contract with Ealing will be obtained before the contract is entered into. In particular, advice will be sought to ensure that the Council's liability is limited to a similar extent as the other contracts managed by the Service.
23. The Council will be liable for losses arising through our failure to meet the contractual requirements in relation to management of the site. This might include, for example, any claim for injury arising as a result of the site not being maintained in a safe condition. This is the same liability that we have in relation to the Oxfordshire County Council owned sites and the sites we manage under contract on behalf of others. This risk is mitigated through the service's management and risk assessment procedures, requiring annual fire safety checks, weekly electrical inspections and weekly general health and safety inspections as well as frequent informal site assessments completed by the site management team.
24. Rule 107 of the Council's Financial Procedure Rules (Part 8.2 of the Constitution) states:

“Cabinet approval must be obtained before any negotiations are concluded about working for third parties.”

There is a standing delegation to each Member of the Cabinet in Part 4.4 of the Constitution (Delegated Decisions by Individual Cabinet Members) to take decisions within his/her portfolio except in certain cases. The proposed contract does not fall within any of the exceptions listed at (1)(a) – (i).

Financial and Staff Implications

25. No additional staff would be employed should the Gypsy and Traveller Service assume responsibility for providing services to Ealing Council. Existing Gypsy and Traveller Service staff will allocate time to the management of the site as is required to meet the service specification. There will be a slight reduction in time invested in managing other sites as a result but no staff implications have been identified.
26. The cost of providing services to manage unauthorised encampments will be met outside the contract price for the site management services. Time spent responding to unauthorised encampments will be charged for on an hourly basis. This arrangement takes into account the low levels of unauthorised encampments that occur in the Ealing Council area and the unpredictability of these incidents.
27. The contract price will be set at a level which ensures that all costs from the provision of our services are met. This will include the costs of all staff salaries for time spent providing the service, travel costs and expenses and management overheads. Within the contract price an allowance has been made for site repairs and maintenance. Responsibility for repairs and maintenance of the site will be assumed by the Gypsy and Traveller Service under the contract. The amount allocated in the budget for site repairs and maintenance amount is considered to be sufficient for a site of this size and age. Liability for large infrastructure work remains the responsibility of Ealing Council.
28. The contract price will include a buffer for contingencies which will minimise the risk that Oxfordshire County Council will incur costs as a result of this contractual arrangement.

Risk Assessment

29. Entering into a service provision contract of this type does create some risk for the County. The service provision contract is similar to those we have in place with Buckinghamshire County Council and Brent Housing Partnership. Therefore, there are no significant concerns about our ability to meet the contractual responsibilities. The risks presented by extending our service provision to encompass the Bashley Road site are similar to the risks associated with the existing contracts. Clearly, we will be requiring the staff within the Gypsy and Traveller Service to cover a larger number of sites over a larger area but the Service Manager is confident that he has capacity within his team to meet the additional service responsibilities.
30. The risks to Oxfordshire County Council are limited. Ealing Council remain responsible for major improvements or infrastructure works to the site. They also remain responsible for collection of rent or payment for utilities so any arrears that develop will not have any financial implications for Oxfordshire County Council.

31. The contract requires the service provider to ensure that the site remains safe and well maintained for residents. The contract price will be agreed taking account of previous experience of maintaining similar plots on other sites to provide confidence in the cost estimates for meeting this contractual responsibility.

Corporate Policies and Priorities

30. The Gypsy and Traveller Service has a strong track record of delivering services on behalf of other authorities. This approach allows the County to achieve economies of scale and off-set some of the costs of the Gypsy and Traveller Service and the management of County Council owned sites. Entering into a service provision contract with Ealing Council will enable the authority to further reduce the net cost of the service. This supports the Council's strategic objective of delivering efficient public services and is consistent with the Corporate business strategy aim to explore ways to increase the benefit from joint service delivery and partnering arrangements.

RECOMMENDATION

- 31 **The Cabinet Member for Policy Coordination is RECOMMENDED to:**
 - (a) **approve the provision of traveller site management services to Ealing Council, and**
 - (b) **authorise the Trading Standards and Community Safety Manager to enter into a legal agreement to that effect with the Ealing Council.**

JOHN JACKSON

Director for Social & Community Services

Background papers: Richard Webb

Contact Officer: Richard Webb

May 2014