



East Northamptonshire Council

Policy and Resources Committee - 22 February 2010

Devolving responsibility for the provision of Voluntary Sector Local Infrastructure Organisations

Summary

The County Council has agreed to devolve the budget for the provision of local infrastructure services for the Northamptonshire Third Sector to District and Borough Councils across the County from 1 June 2010. This report outlines the impact of that decision for East Northamptonshire and Wellingborough and asks Members to determine whether they wish to accept this budget and the responsibility for procuring these local services and monitoring the delivery of those services in accordance with the partnership agreement.

Attachment(s)

NCC - Draft Partnership Agreement

1.0 Background

1.1 In November 2009 Northamptonshire County Council approved a decision to devolve budgets for the provision of local infrastructure services for the Northamptonshire Third Sector to District and Borough Councils across the County from 1 June 2010.

1.2 Northamptonshire County Council currently invests £200k per annum for local infrastructure provision. This is currently distributed to Local Infrastructure Organisation (LIOs) through 4 contracts that the cover the County as follows;

Areas	£ 000
Corby/Kettering	50
Daventry/ S. Northants	50
Wellingborough /E. Northants	50
Northampton	50

1.3 The County Council's intention is to maintain the investment as currently distributed across the areas for 3 years in line with the Code of Practice in the Northamptonshire Compact. It is recognised however that the budget available annually will be subject to budget setting processes.

1.4 The County Council has stated that the benefits of the devolution of this budget are –

- Empowering and enabling local authorities, other partners and the communities they serve.
- Investment will be more appropriately targeted.
- Ability for localities to react to the differing impact of economic changes in each area.
- Delivery of NCC aims through partnership working and devolving power to localities.
- Achievement in terms of helping to create and sustain an environment for a thriving third sector.
- Efficiency saving in terms of NCC officer time, equating to 10 days per annum.

1.5 A draft Partnership Agreement developed by the County Council is attached to this report at **Appendix 1**.

1.6 The County Council has confirmed that there would be no financial payment or transfer of staff to the District and Borough Councils as part of this devolution.

2.0 What is “Local Infrastructure Provision”?

2.1 LIOs work toward developing, supporting and maintaining a thriving Third Sector. Some practical examples of the services that LIOs provide are:

- Advocacy and representation for the third sector in its locality
- Coordinating Third Sector Forums/consultative processes
- Organisation of cost effective joint training and support sessions
- Acting as an agency for CRB checks for volunteers
- Promoting and developing volunteering
- Supporting new groups and helping them to develop.

3.0 What does the County Council’s decision mean for East Northamptonshire and Wellingborough?

3.1 The County Council proposes to give a grant of £25,000 per year to both East Northamptonshire (ENC) and Wellingborough (BCW) Councils (total £50,000 each year for 3 years), to pass directly to an LIO service provider.

3.2 ENC and BCW will be jointly responsible for –

- 1) The procurement and tendering process for awarding the 3 year agreement to an organisation.
- 2) Monitoring the delivery of the agreement against both the local and the County Council’s targets (see attached draft agreement at Appendix 1).
- 3) Working with the LIO to determine any corrective action if at any time these targets are not achieved.

3.3. Both ENC and BCW in monitoring and controlling the service levels for this agreement would have more say and flexibility in the delivery of services supporting the Third Sector locally.

3.4 NCC has stated that it expects to make efficiency savings equating to 10 days per annum of officer time. This may well be the case for NCC, but we anticipate that it is likely to result in a significantly greater amount of work than this for both ENC and BCW, particularly in this first year during the procurement process.

3.4 BCW currently contributes £25,000 per annum to the LIO to deliver the outcomes it requires for Wellingborough. Their funding is currently secure to 31 March 2011 only, not for the full 3 years of the proposed NCC agreement.

3.5 ENC does not make a financial contribution to the LIO but we do employ a Voluntary Sector Development Officer to undertake some of this work in this locality. NCC has confirmed that they would recognise this as an “in kind” contribution.

3.6 At the time of writing this report no decision had yet been made by BCW. A verbal update will be made at the meeting.

4.0 Options

4.1 Members can agree to accept the devolution of this budget and the responsibilities outlined above. Due to the timescales, Members would need to confirm that officers, in agreement with BCW, begin a joint procurement process for the provision of services by an LIO for East Northamptonshire and Wellingborough with immediate effect.

4.2 The alternative option is for this Council to reject the proposal from NCC. This would

mean that NCC would have to undertake their own procurement exercise and continue with the existing arrangements for LIO service provision in this locality.

4.3 The risks associated with either of these options are overall minimal. The biggest investment for both ENC and BCW arising from this proposal will be officer time.

5.0 Recommendation

5.1 Members are requested to determine whether they wish to accept the devolution of this budget and the accompanying responsibilities from Northamptonshire County Council.

Implications:	
Corporate Outcomes or Other Policy/Priority/Strategy	
Good Quality of Life	<input type="checkbox"/> Good Reputation <input type="checkbox"/>
Good Value for Money	<input type="checkbox"/> High Quality Service Delivery <input type="checkbox"/>
Effective Partnership Working	<input checked="" type="checkbox"/> Strong Community Leadership <input type="checkbox"/>
Effective Management	<input checked="" type="checkbox"/> Knowledge of our Customers and Communities <input type="checkbox"/>
Employees and Members with the Right Knowledge, Skills and Behaviours	<input type="checkbox"/>
Other:	
Decision(s) would be outside the budget or policy framework and require full Council approval <input type="checkbox"/>	
Financial	There are no financial implications at this stage <input type="checkbox"/>
	There will be financial implications – see paragraph 3 <input checked="" type="checkbox"/>
	There is provision within existing budget <input type="checkbox"/>
	Decisions may give rise to additional expenditure at a later date <input type="checkbox"/>
	Decisions may have potential for income generation <input type="checkbox"/>
Risk Management	An assessment has been carried out and there are no material risks <input checked="" type="checkbox"/>
	Material risks exist and these are recorded at Risk Register Reference - inherent risk score - <input type="checkbox"/> residual risk score - <input type="checkbox"/>
Staff	There are no additional staffing implications <input checked="" type="checkbox"/>
	Additional staff will be required – see paragraph <input type="checkbox"/>
Equalities and Human Rights	There will be no impact on equality (race, age, gender, disability, religion/belief, sexual orientation) or human rights implications <input checked="" type="checkbox"/>
	There will be an impact on equality (see categories above) or human rights implications – see paragraph <input type="checkbox"/>
Legal	Power: Local Government Act 2000
	Other considerations:
Background Papers: None	
Person Originating Report: Lisa Hyde Head of Policy & Community Development, Tel 01832742162 ljhyde@east-northamptonshire.gov.uk	
Date: 25 January 2010	
CFO	MO
	CX

(Committee Report Normal Rev. 19)

Partnership Agreement

APPENDIX 1

This Agreement is made on 2009

Between: **NORTHAMPTONSHIRE COUNTY COUNCIL**

And Council

Whereas

- a) Northamptonshire County Council has agreed to devolve funding in the amount of £..... (*£in writing*) to Council. to provide a local focus to infrastructure support for front line Third Sector organisations.
- b) Northamptonshire County Council has agreed with Council a schedule of service delivery (Schedule 1) which is subject to certain terms and conditions;
- c) Northamptonshire County Council and Council have agreed to work together to ensure that a high level of infrastructure support is provided to the *North/South/East/West* of Northamptonshire and agree to do so in accordance with the terms of this Agreement.

It is agreed as follows:

1. Services

Northamptonshire County Council hereby engages Council to manage the infrastructure funding.

2. NORTHAMPTONSHIRE COUNTY COUNCIL Obligations

Northamptonshire County Council shall provide to Council

- (a) Support if required during the tendering process to agree specifications and to jointly assess and score bids.
- (b) Such information as is reasonably necessary and shall, if so requested by Council, provide such further information as may be reasonably required to enable Council to meet democratic and financial duties for each local authority.

2.1 Northamptonshire County Council shall provide in-kind contributions as are necessary and proportionate to administer the agreement. This will include attendance at the meetings as requested by Council. Northamptonshire County Council will provide direct support to the local infrastructure organisations through countywide infrastructure provision .

Partnership Agreement

2.2 Funding will be deemed payable in accordance with the Schedule (Schedule 2) on the date of signing of this agreement by Council and Northamptonshire County Council and after this payable annually commencing 1st April 2011 and on that date each year until 31st March 2013 subject to funding being available .

3. Council Obligations

3.1 Subject to paragraph 2.1 above Council shall carry out the management of the devolved infrastructure funding in accordance with the schedule (Schedule 1) and this Agreement. The schedule outlines the outcomes required.

3.2 Council shall provide in-kind contributions as are necessary and proportionate to administer the agreement. If Council fails to satisfy the outcomes or outputs to the satisfaction of Northamptonshire County Council in any financial year, Northamptonshire County Council shall notifyCouncil to that effect and offer the following options:

(i) Northamptonshire County Council may agree with Council an action plan by way of a variation of this agreement, which may involve a variation of grant funding for that financial year

(ii) Council fails to comply with the terms of a mutually agreed action plan under sub-clause (i), or (b) an action plan has not been agreed within four weeks of the notice being given by Northamptonshire County Council toCouncil failure or (c) Northamptonshire County Council reasonably believes thatCouncil will be unable to achieve any relevant outcomes or outputs, Northamptonshire County Council will have the option of deferring or cancelling payment of all or part of the grant funding for that financial year and may terminate this agreement with immediate effect. In these circumstances, Northamptonshire County Council shall have the right to require the funding to be repaid by Council on demand without delay.

3.3 Council shall submit monitoring annually to include a statistical analysis of the hard targets (as agreed with Northamptonshire County Council for NI6 and NI7 and those targets agreed locally) and a narrative report to support the soft targets(LIO identifying local issues as they arise for example) to include relevant information that enables Northamptonshire County Council to report inline with statutory requirements.

3.4 Council shall provide information as reasonably required by Northamptonshire County Council and also any information and trends that become apparent during the lifetime of this agreement.

3.5 In the event of non performance issues by the local infrastructure organisations, these matters will be dealt with through agreed procedures as defined in each District or Borough.

Partnership Agreement

4. Term and Termination

- 4.1 This Agreement will commence on the date it is signed by the last party and will continue in force until March 31st 2013 (the Term) or unless extended on the same terms by the agreement of all Parties and Northamptonshire County Council.
- 4.2 Termination of this agreement for any reason shall be without prejudice to the accrued rights and obligations of Council. If either Northamptonshire County Council or Council wish to terminate the agreement then three months notice shall be required from Northamptonshire County Council or Council.

5 NOTICES

Any notice demand or communication to be given or served under this agreement shall be in writing to the addresses of the parties set out at the head of this agreement.

6 MISCELLANEOUS

- 6.1 This agreement may only be amended by agreement in writing duly executed by the Parties
- 6.2 This agreement contains all the terms which the Parties have agreed in relation to the subject matter of this agreement and supersedes any prior written or oral agreements representations or understandings between the Parties.

7 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not party to this agreement is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

8 JURISDICTION

This agreement shall be governed by and construed in accordance with the law of England and each party submits to the exclusive jurisdiction of the English Courts.

Partnership Agreement

For and on behalf of **Northamptonshire County Council**

Name: Signature:

Date:

For and on behalf of **Northamptonshire County Council**

Name: Signature:

Date:

For and on behalf of **Council**

Name: Signature:

Date:

DRAFT

Partnership Agreement

SCHEDULE 1

Part A – OUTCOMES AND OUTPUTS

Agreed Outcomes	Performance Indicator	Achieved end of year (Final Total)	Comments at end of year
<p>Core Outcomes NI 006: participation in regular volunteering</p> <p>NI 007: environment for a thriving third sector</p> <p>Local Outcomes</p>	See Indicators below		
Agreed Outputs	Performance Indicator	Achieved end of year (Final Total)	Comments at end of year
<p>Contribution to evidence base (NI 6 & NI7)</p>	<p>Level of enquiries and percentage (% of enquiries as a proportion of all enquiries?) (Based on clear parameters agreed by all Partners) for counts.</p> <p>e.g. Count 1 - is this a call into organization expressing interest or is it the call and the interview etc.?</p> <p>Type of enquiries e.g. funding (type of service offered etc)</p> <p>Needs (unmet</p>		

Partnership Agreement

	needs being identified).		
Contribute to data set - Baseline	<p>Number of volunteers at start of agreement period.</p> <p>Number of new volunteers at the end of the year.</p> <p>Details of the types of volunteers needed.</p> <p>Details of the types of volunteering activity undertaken.</p> <p>Are different types of placements being sourced?</p> <p>Details of the areas (locations) in which volunteering has taken place.</p> <p>Details of the Number of new organisations that volunteers are placed in?</p> <p>How many (e.g. frequency) discussions have been had with agencies e.g. DWP?</p>		
Policy Requirements Equality Policy Customer Care Employment Policy/Practice Health & Safety	That appropriate policies are in place and in operation.		

Partnership Agreement

<p>Complaints/Disputes Procedure Environment Policy and Practice Insurance Disability Discrimination Act 1995 DDA Compliance</p>			
<p>Visibility</p>	<p>LIO communication materials to reflect support from District/Borough Council and Northamptonshire County Council.</p>		
<p>Additional Information Added Value & Shifting Patterns</p>	<p>Data from LIOs detailing uses of funds secured by/through LIO.</p> <p>Data from LIO to enable identification of funding needs.</p> <p>Data from LIO identifying where volunteers are needed.</p>		
<p><i>Service Users Equal Opportunity Monitoring</i></p>	<p>Data from LIO to enable assessment of the equality and accessibility of services to all members of the community in the locality.</p>		
<p><i>Service Users Satisfaction Monitoring</i></p>	<p>Data from LIO to level of user satisfaction.</p>		

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SCHEDULE 2

Annual Grant Value (12 months): £

Payment Schedule:

Payment will be made in a lump sum as stated below over the period of the agreement.

Year	Agreement Period	Duration	Payment Date	Value
1	July 1 st 2010 – March 31 st 2011	9 months	July 2010	£
2	April 1 st 2011 – March 31 st 2012	1 year	April 2011	£
3	April 1 st 2012 – March 31 st 2013	1 year	April 2012	£