

MEETING:	South Area Council
DATE:	Friday, 23 October 2015
TIME:	10.00 am
VENUE:	Meeting Room, The Hoyland Centre

AGENDA

- 1 Declarations of Pecuniary and Non-Pecuniary Interests.

Minutes and Notes

- 2 Minutes of the Meeting of South Area Council held on 4th September, 2015.
(Sac.23.10.2015/2) (Pages 3 - 8)
- 3 Notes of the following Ward Alliances. (Sac.23.10.2015/3) (Pages 9 - 20)
Hoyland Milton and Rockingham – held on 8th September, 2015
Wombwell – held on 8th September, 2015
Darfield – held on 17th September, 2015

Items for Information

- 4 Summer Internship Presentation - C+K Careers.

Performance

- 5 Report on the Use of Devolved Ward Budgets and Ward Alliance Funds.
(Sac.23.10.2015/5) (Pages 21 - 26)
- 6 South Area Council Performance Management Report. (Sac.23.10.2015/6)
(Pages 27 - 50)

Items for Decision

- 7 Environmental Enforcement contract. (Sac.23.10.2015/7) (Pages 51 - 174)
- 8 South Area Council future commissions. (Sac.23.10.2015/8) (Pages 175 - 186)
- 9 South Area Council working effectively with Ward Alliances. (Sac.23.10.2015/9)
(Pages 187 - 188)

To: Chair and Members of South Area Council:-

Councillors Stowe (Chair), Andrews BEM, Coates, Dures, Franklin, Frost, Lamb, Markham, Morgan, Saunders, Shepherd and R. Wraith

Area Council Support Officers:

Michael Potter, South Area Council Senior Management Link Officer
Kate Faulkes, South Area Council Manager
Peter Mirfin, Council Governance Officer

Please contact Peter Mirfin on 01226 773147 or email governance@barnsley.gov.uk
Thursday, 15 October 2015

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MEETING:	South Area Council
DATE:	Friday, 4 September 2015
TIME:	10.00 am
VENUE:	Meeting Room, The Hoyland Centre

MINUTES

Present Councillors Stowe (Chair), Andrews BEM, Franklin, Frost, Lamb, Saunders, Shepherd and R. Wraith

10 **Declarations of pecuniary and non-pecuniary interests.**

Councillor Shepherd declared a non-pecuniary interest in minute 16 in his capacity as a board member of Forge Community Partnership, and Councillor Andrews declared a non-pecuniary interest in minute 16 in his capacity as Chair of South Yorkshire Fire and Rescue Authority.

11 **Minutes of the meeting of South Area Council held on 26th June, 2015. (Sac.04.09.2015/2)**

Members considered the minutes of the previous meeting of South Area Council held on 26th June, 2015.

RESOLVED that the minutes of the meeting of South Area Council held on 26th June, 2015 be approved as a true and correct record.

12 **Notes of the Ward Alliances. (Sac.04.09.2015/3)**

The meeting received the notes from the Hoyland Milton and Rockingham Ward Alliance, held on 13th July, 2015; Wombwell Ward Alliance, held on 14th July, 2015; and Darfield Ward Alliance, held on 16th July, 2015.

RESOLVED that the notes of the Ward Alliances be received.

13 **Report on the use of Devolved Ward Budgets and Ward Alliance Funds. (Sac.04.09.2015/4)**

Members received the report detailing Devolved Ward Budget and Ward Alliance Fund expenditure from the start of the financial year to date.

As many Wards were underspent, Members were urged to accelerate project development to ensure monies are allocated to meaningful projects and the impact seen in the community accordingly.

RESOLVED that the report on the use of Devolved Ward Budgets and Ward Alliance Funds be noted.

14 **South Area Council Performance Management Report. (Sac.04.09.2015/5)**

The item was introduced by the Area Council Manager, who drew attention to part A of the report, which provided an overview of performance.

With reference to the 'Improving our Local Environment' priority, Members noted that the figures represented the first year of delivery. It was noted that there had been 942 litter picks, the majority of which had included significant amounts of volunteering, as did many of the 362 environmental projects completed. 626 Fixed Penalty Notices for littering had been issued, and 39 for dog fouling, with 150 PCN notices for parking violations.

The Area Manager made Members aware of the ongoing dialogue between senior officers and staff at Kingdom Security to ensure that parking enforcement was delivered in the most efficient way, without duplication. Officers agreed to ensure that the Cabinet Spokesperson for Place was aware of the discussions taking place.

Members noted that a review of the enforcement services was currently taking place, the results of which would inform future commissioning.

It was noted that, whilst the numbers of notices issued were not broken down per Ward, patrolling hours were for each Ward were available. It was noted that the majority of notices issued were based on intelligence provided, and all Members were encouraged to continue to provide this.

With regards to the 'Access to Local Information and Advice' priority, Members noted that £613,846 of benefits had been gained to date as a result of advice given, and 836 people had received advice. The meeting heard how those accessing the service were often either elderly, or those in work. £660,416 of debt was now being successfully managed through financial settlements, and significant numbers of clients had been referred to the Credit Union, and other sources of help and support. 19 cases of homelessness had also been averted

It was noted that the service had recently had some positive exposure in the Barnsley Chronicle.

Members discussed the positive impact the project had on the Mental Health of clients and, although the extent of this could not currently be measured, a piece of work was being undertaken to map the impact of Area Councils on Public Health outcomes.

It was noted that 94% of the Area Council budget had been spent in the local economy, a figure which compared favourably with other Council departments, and with other Area Councils.

Members noted that 68 additional volunteers had been engaged, but it was stressed that this figure was not representative, as many residents had given their time for one-off projects and therefore may have not been counted. A discussion took place about the merits of recording volunteer hours, and it was noted that this would take place in the future.

The Area Manager then drew Members' attention to part B of the report which provided more detail about the performance of each contract.

With regards to the One Stop Shop project, the project had been very successful and client satisfaction had been extremely high. It was noted that the use of local venues had been highlighted as a factor contributing to its success. Members heard how links with food banks were now being developed to help identify those most in need of assistance.

Referring to the Tidy Team, the Area Manager made the meeting aware that two apprentices had now passed their NVQs, and the team had now recruited two more apprentices. The team had been involved in all the summer galas, generating interest and promoting volunteering opportunities.

Members heard how take up of the business courses had been disappointing, despite them being free of charge, and being held in local venues at appropriate times. In order to fill places and maximise the impact, the courses had therefore subsequently been offered to the general public, being publicised widely through the Neighbourhood Networks.

The meeting were updated on the Summer Holiday Internship. 43 young people had taken part in the programme, and feedback was extremely positive. A celebration event had been arranged to take place on 23rd September, 2015.

Members questioned the types of young people accessing the course and it was acknowledged that a variety attended, including many that the schools identified would be more likely to benefit from such a scheme.

RESOLVED that the content of the Performance Report be noted.

15 South Area Council Environmental Enforcement contract. (Sac.04.09.2015/6)

Members were reminded of various discussions at previous meetings of the Area Council on this subject.

The meeting was made aware that necessary paperwork had been completed to waive contract procedure rules to extend the contract with Kingdom Security until 31st March, 2016.

However, should the Area Council wish provide an environmental enforcement service, this would need to be retendered, with a view to starting on 1st April, 2016 to ensure a seamless service.

Members discussed the proposal, noting the success of the commission and the high priority given to the environment in recent consultations. A decision was therefore made to continue the service, at the current level.

As a number of Area Councils wished to procure a similar service, the procurement exercise would inviting tenders from a single provider but divided into 'lots' and therefore individual contracts per Area Council. The contracts would also be able to be renewed on an annual basis, subject to the continued need for the service, satisfactory performance and funding being available.

RESOLVED:-

- i) that the information relating to the continued provision of an Environmental Enforcement Service be noted;
- ii) that approval be given to retender for an Environmental Enforcement Service at a cost of £135,092 per annum, with a view to the service commencing on 1st April, 2016, and continuation of the service being dependant on satisfactory performance, a continued need for the service, and the availability of Area Council finance.

16 South Area Council future commissions for 2015/16 and 2016/17. (Sac.04.09.2015/7)

The Area Manager introduced the item, which had been deferred at the last meeting. Members noted the current commissions, and committed expenditure. It was acknowledged that £106,080 remained unallocated in the current financial year, in addition to that unallocated in 2016/17.

A number of potential development ideas were discussed. These included the provision of universal youth activities locally; extending the Fire Cadets programme; commissioning an extension to the One Stop Shop to provide careers advice; undertaking additional environmental maintenance work to replace that lost due to central reprioritisation to gateway areas; piloting a scheme to provide small household jobs on a subscription basis through an extension to the Tidy Team; hosting a conference to identify gaps in health and wellbeing provision in the area; and developing a support pack for veterans returning to the area, amongst others.

The merits of each were discussed, and the following were suggested as areas for the Area Team to progress, with a view to considering proposals in more detail at a future meeting:-

- 1) To re-commission the Summer Holiday Internship for 2016;
- 2) To hold a small, focused health conference to consider provision in the area and identify any gaps;
- 3) To support the production of a support pack for veterans returning to the area, should other grant finance not be forthcoming;
- 4) To extend youth provision in the area, potentially funding an extension to the Fire and Rescue Service Cadet scheme;
- 5) To re-commission the One Stop Shop;
- 6) To provide signage to highlight that areas were maintained by volunteers, and to alert residents that fixed penalty notices had been issued in that area.

RESOLVED that the proposals above be developed with a view to more in depth discussion at a future meeting of South Area Council.

17 South Area Council Community Magazine. (Sac.04.09.2015/8)

Members were reminded of previous discussion and agreement at South Area Council to produce and distribute a Community Magazine. The Area Council Manager referred to the report circulated, which included a list of suggested names for the publication.

After some discussion it was agreed to call the magazine #LoveBarnsley with a subtitle of 'Brought to you by South Area Council' and that the front cover detailing the towns and villages in the area.

The meeting discussed a proposed outline for the magazine, which included a Welcome from the Area Chair; details of the work of the Tidy Team, Environmental Enforcement, Advice, and Internship contracts; and information on the work of the Ward Alliances. The outline was supported, with a suggestion that the piece on the Advice Sessions ought to include further information on the Credit Union, following a recommendation from the Scrutiny Committee that this ought to be more widely promoted.

Members discussed the possibility of convening an editorial group with representation from each Ward. However, after discussion it was agreed for the Area Team to produce a draft magazine on which all Members could comment prior to publication.

RESOLVED:-

- i) that '#LoveBarnsley – Brought to you by South Area Council', be approved as the name for the Community Magazine;
- ii) that the proposed content for the first edition of the magazine be approved;
- iii) that the Area Team produces a draft of the magazine for South Area Council Members to comment on prior to publication.

18 South Area Council working effectively with Ward Alliances. (Sac.04.09.2015/9)

Due to lack of time, it was agreed to discuss the item at a later date.

RESOLVED that the item be deferred to a future meeting.

Chair

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Hoyland Milton & Rockingham Joint Ward Alliance
Notes of meeting held Tuesday 8th September 2015.
The Hoyland Centre

Present:	Cllr. Chris Lamb	Rockingham Ward
	Cllr. Tim Shepherd	Hoyland Milton Ward
	Cllr. Jimmy Andrews	Rockingham Ward
	Cllr. Robin Franklin	Hoyland Milton Ward
	Phil Anderson	Tesco
	Janet Cartwright	Friends of Elsecar Park
	Revd. Alison Earl	Vicar – Holy Trinity Elsecar & St. Marys Worsbrough
	Danielle Gill	Tesco
	Patricia Gregory	Walderslade Surgery
	Andy Hodgkinson	Toch
	John Lang	Work Club
	Anne Sanderson	Neighbourhood Watch
	Neil Spencer	Forge Community Partnership
	Fiona Tennyson	Safer Neighbourhood Team
	June Walker	Barnsley Federation of Tenants & Residents
	Dawn Grayton	BMBC South Area Team
	Joan Whittaker	Alliance Secretary
Apologies:	Cllr. Emma Dures	Rockingham Ward
	Cllr. Mick Stowe	Hoyland Milton Ward
	Dave Graham	Berneslai Homes
	Ian Warhurst	Hemingfield Action Group

Cllr. Chris Lamb chaired the meeting.

1. Welcome and Introductions

The meeting welcomed Danielle Gill of Tesco and Patricia Gregory from Walderslade Surgery.

2. Notes from Ward Alliance Meeting held on 13th July 2015

Revd. Earl drew to the attention of the meeting the fact that her name had been omitted from the list of attendees. Joan apologised for this and said that she had misheard the name and included it as Hall. This will be rectified.

3. Attendance at Meetings.

Dawn referred back to the minutes from the last meeting when the attendees discussed attendance at length. Dawn did some research as to how other areas dealt with attendance issues. There are a variety of ways other teams deal with non-attendance at meetings and these were put forward, however, it was agreed the preferred option was to issue a letter to every Ward Alliance member asking them to commit to attend meetings over the next 12 months.

4. Tidy Team

I think most importantly, it is a year on now and the Tidy Team has grown beyond all our expectations. It is hard keeping a catalogue of what needs to be done, rather than the sometimes nicer elements that people request us to do. Over the last six months we have been working with service providers rather than for service providers. The first six months were about getting established, getting known and getting people to recognise it and having a clear distinction that Tidy Team is not a low cost version of Neighbourhood Services. Neil would now say that the Tidy Team have achieved that recognition. There are ever increasing numbers of community groups coming forward requesting support and assistance. There are individuals coming forward who we are working with to form time limited partnerships to do pieces of work and there are ever increasing approaches from already established community groups tapping into Tidy Team. This summer has been fantastic in allowing us a presence at Community Galas, to chat with community representatives and to be seen. In many ways it is a bit frightening as to where the next twelve months will take us.

Cllr. Lamb stated that discussion took place at the Area Council when statistical information was presented and all present were very pleased with the progress of the Tidy Team.

5. Promotion of Ward Alliance Funding

Attached is a copy of the alliance spend. Essentially you will see that it is the first two main boxes - Ward Alliance Allocation and then Public Health and Well Being Allocation. You will note that there is still a significant amount of funding that remains uncommitted. The Chair felt that it is the responsibility of everyone in this room and beyond to try to identify appropriate and valid items of expenditure which will improve our community and will improve the health and well-being of the people residing within that community and will lead to additional volunteering within localities. In a sense he is saying is can we give some consideration to projects we feel could be funded through this group to take a look at it. Cllr Shepherd said he is of the opinion that under the rules of the Ward Alliance we can actually generate our own projects. He said that local councillors had been looking at projects connected with winter warming. Dawn stated that there is concern within her Management about money not being spent. Apparently the South area is amongst the worst areas for not spending, so we do need to get this money spent. The Chair stated that there is a clear message that if we do not spend this funding within the two wards represented here it will get spent elsewhere or it will go back into the centre. That is not to say that we should be frivolous with that spending but he is sure that there are many projects that could be undertaken in our communities. If you have any ideas feed them back to Dawn. Cllr. Andrews stated that the one thing they have looked at is the Winter Warmer pack. It was asked if there was a general consensus of opinion in looking at this as one of the options. It was agreed that this option should be looked at.

a) Cloughfields Estate - Microchipping.

Many of you may know Mrs. Payling who basically keeps Cloughfields Estate clean almost on her own. She came to one of our surgeries six to eight weeks ago and she said that there is an initiative by The Dogs Trust whereby they are prepared to visit local communities and, for free, they will do micro-chipping and a quick check on the health of the animal. It is not known whether it is only dogs, being The Dogs Trust, or whether cats can be micro-chipped as well, but basically what Mrs. Payling was asking, and the Chair did not think it unreasonable if it was possible for the Ward Alliance to fund some simple leaflets, so that once we have a date and a venue we can then do a quick leaflet that goes out to every home within that area letting them know about this event. Cllr. Shepherd said that the Dogs Trust usually have their own leaflets. He felt we should

contact them first as there is no point in printing leaflets and then finding that they have their own.

Joan said that it is all very well micro-chipping animals, be they cat or dog, but if one gets knocked down who is going to notify the owner. Will the Council have a scanner that identifies that animal and will they then notify the owner, otherwise what is the point of having it micro-chipped. The Chair thought it a very good question. There is still the obvious advantage in having it micro-chipped in the event of it being lost. Dawn was asked to make enquiries as to what happens in the event of an animal being killed.

6. New Projects

Little Jumpers

The idea is to make children school ready, i.e. socialise them. What she wants is some storage and she has appended photos to the application. She has asked for £1,680. They do have a good volunteer base and it is run entirely on those lines. Basically it ticks all our required boxes. Andy Hodgkinson gave an overview of the activities of the group. It was felt that we should also add in the cost of a planning application for the siting of the portable storage box, should it be required. The group agreed to support this application.

Friends of Elsecar Park

This is an application from Friends of Elsecar Park who are wanting help with their floral display. Dawn said that she understood that Barnsley Council normally provided the flowers for the beds but that they cannot afford to do the flower beds and the cenotaph, so the Friends of Elsecar Park have got together to say that if they can provide part can BMBC provide the other part. This is their request for the bulbs and they are going to be responsible for planting. Janet said they had recently been involved with Tesco who have very kindly given them a voucher for £50 to spend at B & Q on plants. The Chair asked if there were any comments or questions on this application. The Parks Department have quoted a price of £1,880. Janet said that they had always considered them a bit expensive. The Friends had raised £300 and got very little from the Council for this compared with what they were able to buy from B & Q with the £50 from Tesco. Dawn to email Jo Birch for more costings which she will then forward on to the Chair and Secretary for a decision.

Update on Milton Ponds

The Tidy Team had been in contact with certain people around the Milton Ponds because they were asking for equipment to enable them to look after the area themselves. Of course, it was going to be necessary for them to be shown how to use the equipment in order to make sure that they are safe, not only for themselves but for other people in the locality that may be walking past. The Chair wondered if there had been any developments or progress on that. Neil Spencer responded by saying that there had been very little progress. It was felt that there is a lack of clarity as to who should be doing what i.e. the fishing club or the council. Cllr. Franklin said that due to the prominence of the Ponds he knew that we would be looking to utilising the good offices of the Tidy Team. Cllr. Lamb said that on this occasion, given that the work would be carried out without volunteers, we may be looking at funding it through the devolved ward budget that councillors have control over. The question was asked as to who holds the lease for Milton Ponds. It was felt that further investigations need to be made with a view to reporting back to the next Alliance meeting.

Friends of Hemingfield Colliery

Cllr. Lamb said that we have had an interesting summer with Hemingfield Colliery. He gave an

overview of what had been happening. An independent group have made a purchase of the buildings and land of the former Hemingfield Colliery and it has always been a little cloudy and unclear as to what the ultimate aims and ambitions were for that particular facility. However, two or three months ago they made an application to the Ward Alliance for an electricity generator because there is no connection for electricity to the site yet and they wanted to get on and use power tools in order to start the work. The Ward Alliance were minded to actually purchase the generator for general use and then to loan that generator for the period of time that Friends of Hemingfield Colliery were going to need it. The only caveat that we placed upon that was that they had appropriate insurance in place. That offer was then made. This was quickly followed by an email asking that we gave an emergency grant in order to cover the costs of their insurance.

As the Chair I have then been in communication with their representatives because I was not minded to take a decision on behalf of this group. It was felt to be right and proper that all people who sit around this table should have the opportunity to understand what has been applied for and have the opportunity to ask appropriate questions and, therefore, he felt that given the fact that it is public money, it was not appropriate for him to be making decisions of that nature. They were less than happy with that "unhelpful" response but the Chair was not prepared to move because this group should be the ones to take the decisions. There have been emails to and fro, but he is still unsure of and unable to get to the bottom of what the future purpose is going to be.

We do know that an application for a car park has been rejected because of the nature of the road upon which it sits. It is not appropriate for people entering or exiting the facility with their cars. In a sense that then gives us concern around the future sustainability of whatever it is that is put on there if people cannot park. The second element of concern is that there appears to be no other plan in terms of future funding for the organisation and he fears that they seem to be looking to the Ward Alliance as the only source of income. It is understood that they have made other applications to other bodies. The third element of concern is that it is further understood that there are two directors of Friends of Hemingfield Colliery who have each made a £20,000 investment into the facility and they have said that they would be looking to recoup their investment. It all seems to be getting a little bit cloudy and it is certainly not something that the Chair was willing to take any decisions upon on behalf of this group. He worries that there is a risk that we are using public money to fund a private venture.

Between Mick Stowe, Dawn and myself we have made numerous appeals for them to come to the Ward Alliance to talk to us and enable us to understand this bid. Where we have left it is that in an email received by the Chair this morning they have said that they may be interested in attending a future meeting of the Alliance. It is felt that they should be given one more opportunity to turn up and explain to the Ward Alliance what it is that they are proposing and that then gives Ward Alliance members the opportunity to ask the sort of questions which will be in everybody's mind so that we can be certain that public money is being used for community good and for the involvement of volunteers. It was agreed that a letter to be sent inviting them to attend at 6pm on 19th October when they should be prepared to answer questions.

7. Any Other Business

Dawn told the meeting that there is a Frosty event in November and she required two volunteers. June Walker volunteered.

Andy Hodgkinson asked if anyone could help him with information as to where he might obtain a defibrillator.

8. Date of next meeting:

Monday 19th October 2015

All meetings at Hoyland Centre at 17.00 hours.

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Wombwell Community Alliance

Held in Library at 6pm on 08/9/15

Present

Cllr Rob Frost	Chair
Cllr Dick Wraith	Vice Chair
Brian Whitaker	Treasurer
Joan Whitaker	We Love Wombwell
Amanda Bradshaw	BMBC
Sara Brautigam	Secretary
B Eastwood	
Graham Wright	
Alan Taylor	
Cllr Margret Morgan	
Jola Walker	
Anne Woodhead	

1. Apologies

John Cooper, Richard Ulliyott. **Action-** Amanda to email members frequently not attending,

2. Minutes of last meeting and Matters Arising

The minutes were recorded as a true recorded.

A decision was made by the group to keep the meetings on a Tuesday as that remained the best day for most members.

04/1003- Art Club and Heritage Club as project ideas are no goes - completed

07/1003- Feedback from Jola on Landlocked areas, please see section 6

02/2105- Amanda reported that they were unable to move forward with the Bollards. - completed
Amanda reported that the self-assessment packs are still a work in progress.

05/2105- Lunch club- The church agrees with the idea, but will require volunteers to help make it run. Also the church may require funding to help purchase new equipment to make the lunches. Also the possibility of community transport to help the elderly make it to the Lunch Club **ACTION-** Amanda to contact the church (Father Martin), Also Joan to contact Keir with regards to helping with the kitchen equipment.

07/2105- Amanda to arrange with Scouts/Tidy team to help clean up.

3. Wombwell Park

The Picnic in the Park was a success, raising over £900 towards next year's event. Tidy Team were invaluable with their help after the event. Shrub maintenance is to take place on 15/09/15.

4. High Street Planning

Rob has emailed plans to Wayne with regards to the High Street. **ACTION-** Rob and Dick are to have a meeting with Wayne to go through the plans.

5. Market Update

Markets had 5 stalls and the fashion show was a success. They had to use block staging as the lorry couldn't get around the bollards for the other staging. The group were highly impressed with the dance group that attended. **ACTION-** Market focus group to invite the dancers to the Christmas Market.

The location of the Christmas lights that were previously stored by the Cole Brothers, have been found in the Dearne, therefore the group are going to need to have new lights this year, with the possibility of battery powered lights. **ACTION-** Alan to find out how the lights were funded if it was through a Community First Grant, also Amanda to find out the exact location of the lights.

6. Land Locked Area

Questionnaires delivered to the areas around the Loxley and Washington Avenue areas. Reasons for choosing this area is because the site is already cleared and the access is available for bringing things on and off the site. When the focus group conducted door to door inquires there was concerns over security around the area but other than that the residents seemed positive about the idea. There is a community day in October to gather more interest in the project.

ACTION- Alan and Jola to bring approximate financial figures to the next meeting.

7. Treasurers Report

The Alliance have spent £1043 from the Ward Alliance fund. There still remains over £2400 plus £600 in the Public Health Wellbeing fund. £200 was returned to the group from the markets as the lorry was unable to deliver the stage due to the bollards.

8. Funding Applications

The group received an application from Wombwell Main Community and Sporting Association CIO for £8085.75 or £24,585.75 to buy an Outfield Mower and a Wicket mower. The group decided to approve £2500 worth of funding towards the Outfield Mower. However there could be the potential for more funding around February time if the alliance have any funds left to spend.

9. Tidy Team Update

- Supported all three extra markets.
- Worked with the owner of the Burton building and helped clean up the back of the building.
- Continuously working with the businesses at Cortonwood including monthly litter picks with McDonalds and Flexseal.
- Willing to help with the landlocked areas project and other community projects.
- Attended Picnic in the Park to help promote the work of the Tidy Team and managed to recruit 3 new volunteers.

A.O.B.

No other business.

Next Meeting

Tuesday 10th November 6pm

Tuesday 12th January 6pm

Darfield Ward Alliance
Notes of meeting held Thursday 17th September 2015 @ 5.00pm
At Darfield Community Centre

Present: Cllr Pauline Markham, Cllr Dorothy Coates, Lee Parkinson, Kevin Osborne, David Hildred, Tanya Dickinson (Community Development Officer), Cllr Caroline Saunders and Barbara Tindle (Secretary)

Observers: Michael Fenner and Mary Thompson

1. Introductions and apologies

A round of introductions was given to welcome both Michael and Mary who had come along to observe the meeting with a view of becoming members.

Apologies: Brian Moore, Geoff Hutchinson, Colin Ward and Margaret Barlow

2. Ward Alliance Fund

An up-to-date Ward Alliance Fund Balance Sheet was viewed by members and Tanya explained how much funding was still available to spend on relevant projects.

West Melton WMC - £1000

After discussion of this application questions were raised firstly regarding their name. Tanya informed the Alliance that although the name of the club is West Melton they play and train at Broomhill and players and volunteers are local to this area.

Secondly concerns were raised regarding the purchase of football kits as the season has already started. It was agreed to refrain from making a decision at tonight's meeting until the Club has been contacted to ask whether or not the kit has already been purchased. If it has, the Club are to be invited to submit a revised application which is more in line with its current needs. It was also agreed for any revised application to be considered ahead of the next scheduled Alliance meeting due to the original application being received back in July.

Action: Tanya to contact the Club to inform them that the Alliance would really like to be able to support them but cannot fund retrospective projects. Tanya to encourage and support the Club to submit a revised application.

Food Hygiene Community Training - £400 – After discussion, the Alliance agreed that the application be funded. David and Caroline declared an interest in this application as they would be attending the training.

Community Notice Boards - £3600 – Tanya explained that the company the notice boards were being purchased from had gone into liquidation so an alternative supplier was being sought. Dorothy requested that this search be put on hold as an offer had been received from Billingley to make them.

Action: Dorothy to investigate this offer further and let Tanya know of the outcome. Once a way forward as been agreed, this application will need to be ratified at an Alliance meeting.

3. Community Resilience Planning – Simon Dobby

Simon explained his role in helping local communities put in place strategic plans with regards to a local emergency i.e. flooding, heavy snow, flu epidemic, fires, safe houses for people to go to and 'who to contact'. He explained that an emergency plan template was available and would the Ward Alliance think that this was something they would like to follow up on. After a discussion the Alliance agreed that this was important and a sub group would be needed to discuss and draw up a booklet for everyone within the area.

Action: Pauline, Dorothy, Lee and David agreed to work alongside Simon and a date and time to be arranged.

Pauline thanked Simon for coming to the meeting.

4. Minutes of the last meeting 16th July and matters arising

The minutes were agreed.

Outstanding actions:

- A thank you letter to Don Bishop was signed by Pauline
- Houghton Main to be invited to November meeting to provide feedback on all of the Ward Alliance funded projects.
- Letters had gone out promoting the 2 weeks deadline for receiving Ward Alliance funding applications.
- Barnsley Schools Basketball Club - have received their funding following confirmation they had also applied to Wombwell.
- Houghton Main Miners Welfare Sports & Social Ltd - have received their letter to say their funding is being processed.
- Tuesday Sequence Dance - have received their letter to say their funding is being processed.

5. Training and development

Tanya explained the handbook had been delayed but once printed one-to-one meetings with all members will be arranged to discuss on a personal level.

Tanya discussed with the group that the South Area Council Training courses which were originally for local businesses were now being opened up to anyone who is interested in attending free courses in IT, website design, social media and marketing. Dorothy expressed an interest regarding her volunteers at Great Houghton who would find such training useful whilst taking forward plans to open up a Darfield Youth Club.

6. Ward Alliance Projects

Dorothy put forward some future projects that could be discussed at a later date:

- *Pick-up-a-paintbrush* – funding for equipment to allow volunteers to carry out community DIY jobs working alongside the Tidy Team
Action: Dorothy and Pauline
- *Darfield Cadets* – need to raise their profile and gain new members. Dorothy is speaking to the group re: possibility of them doing some environmental work within the community alongside the Tidy Team.
The Alliance agreed that it was important to protect these small groups and would support where possible.
Action: Dorothy

- *Love where you live/Get Together Events* - A number of networking events to raise the profile of community groups and to allow the Alliance to do some consultation work.
Action: Tanya to explore this idea further and ask if Geoffrey or Colin would be interested in helping out with this".
- *Community Galas* - it was discussed and agreed that £500 be allocated to community galas for each village within the Ward.
Action: Caroline, Dorothy, Kevin and Michael
- *Crime & Safety* –funding personal safety equipment for the group to distribute.
Action – Tanya to contact Christine Baker re: application form
- *Billingley* – Michael discussed the importance of a petrol lawn mower and strimmer for the paths within Billingley.
Action: Tanya to work with Michael re: application form
- Lee discussed the importance of an Autumn service/maintenance scheme for tools and machinery – to be discussed at a later date

7. Community Buildings Audit

Lee explained the importance of knowing all our local buildings within the area and it was agreed that this could be done within the next Alliance meeting.

Action - Alliance members to have a think about known buildings and what they could be used for ahead of the next meeting. To be an agenda item at the November meeting.

8. Any other business

Dates for next year's meetings to be held on a Thursday at 5 pm

21st January 2016

17th March 2016

19th May 2016

21st July 2016

15th September 2016

17th November 2016

9. Date of next Meeting

Thursday 12th November 2015, 5pm at Illsley Road Community Centre.

Thursday 21st January 2016, 5pm at Illsley Road Community Centre.

Cllr Pauline Markham thanked everyone for attending and closed the meeting.

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South Area Council (October 2015) Update

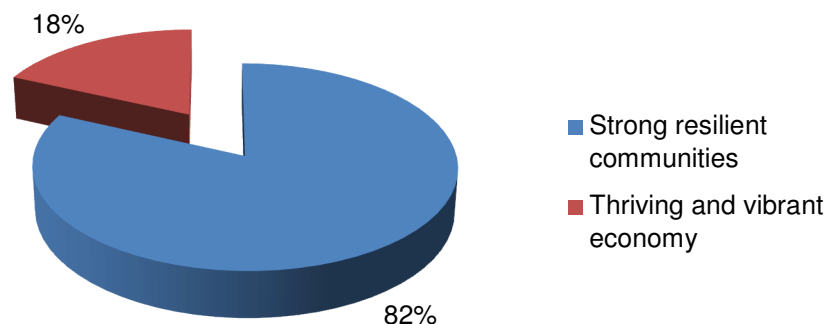
Devolved Ward Budget Overview

The South Area Council has a Devolved Ward Budget grant allocation of £82,394.25 for the 2015-2016 financial year. This allocation, broken down by Ward below, is made up of a £40,000 allocation for 2015-2016, and a carry forward allocation of £42,394.25 from the 2014-2015 financial year.

2015/2016 DEVOLVED WB	Carry Forward 2014-15	2015-16 allocation	Full 2015-16 Allocation
SOUTH	£ 42,394.25	£ 40,000.00	£ 82,394.25
Darfield	£ 19,940.65	£ 10,000.00	£ 29,940.65
Hoyland Milton	£ 4,334.60	£ 10,000.00	£ 14,334.60
Rockingham	£ 4,587.30	£ 10,000.00	£ 14,587.30
Wombwell	£ 13,531.70	£ 10,000.00	£ 23,531.70

To date, the South Area Council has committed £22,497.35 of its £82,394.25 Devolved Ward Budget allocation, with £17,915.52 of this commitment being charged.

2015/2016 DEVOLVED WB	Allocation	Committed spend	Charged spend	Allocation remaining
SOUTH	£ 82,394.25	£ 22,497.35	£ 17,915.52	£ 59,446.90
Darfield	£ 29,940.65	£ 16,611.35	£ 12,860.52	£ 13,329.30
Hoyland Milton	£ 14,334.60	£ 1,725.00	£ 1,500.00	£ 12,609.60
Rockingham	£ 14,587.30	£ 1,725.00	£ 1,500.00	£ 12,862.30
Wombwell	£ 23,531.70	£ 2,886.00	£ 2,055.00	£ 20,645.70



Darfield Devolved Ward Budget

The Darfield Ward has allocated £16,611.35 its £29,940.65 Devolved Ward Budget allocation. To date £12,860.52 of this allocation has been charged to the Ward.

Devolved Ward Budget Project	Allocation	Charged spend	Allocation remaining
Station Road Park – Safety surfacing & replacement gate	£ 11,190.00	£11,190.00	£18,750.65
Wall removal works at Garden Street	£ 1,320.52	£1,320.52	£17,430.13
Verge surfacing on Lesmond Crescent	£ 1,425.83		£16,004.30
Friends of Darfield Churchyard – Removal of dead trees	£ 350.00	£350.00	£15,654.30
Height restriction barrier	£ 2,325.00		£13,329.30

Hoyland Milton Devolved Ward Budget

The Hoyland Milton Ward has allocated £1,725 of its £14,334.60 Devolved Ward Budget allocation. To date, £1,500 of this has been charged to the Ward.

Devolved Ward Budget Project	Allocation	Charged spend	Allocation remaining
Hoyland Public conveniences (3 months)	£1,500.00	£1,500.00	£12,834.60
Owd Martha's Yard Community Garden – Get Involved!	£ 225.00		£12,609.60

Rockingham Devolved Ward Budget

The Rockingham Ward has allocated £1,725 of its £14,587.30 Devolved Ward Budget allocation. To date, £1,500 of this has been charged to the Ward.

Devolved Ward Budget Project	Allocation	Charged spend	Allocation remaining
Hoyland Public conveniences (3 months)	£1,500.00	£1,500.00	£13,087.30
Owd Martha's Yard Community Garden – Get Involved!	£ 225.00		£12,862.30

Wombwell Devolved Ward Budget

The Wombwell Ward has allocated £2,886 of its £23,531.70 Devolved Ward Budget allocation. To date, £2,055 of this has been charged to the Ward.

Devolved Ward Budget Project	Allocation	Charged spend	Allocation remaining
x16 Hanging baskets – Wombwell High St	£880.00	£880.00	£22,651.70
CCTV insurance	£151.00		£22,500.70
Replacement dog bin on Gypsy Lane	£275.00	£275.00	£22,225.70
QDOS – Anti-smoking workshop	£900.00	£900.00	£21,325.70
Autumn Winter Community Events	£680.00		£20,645.70

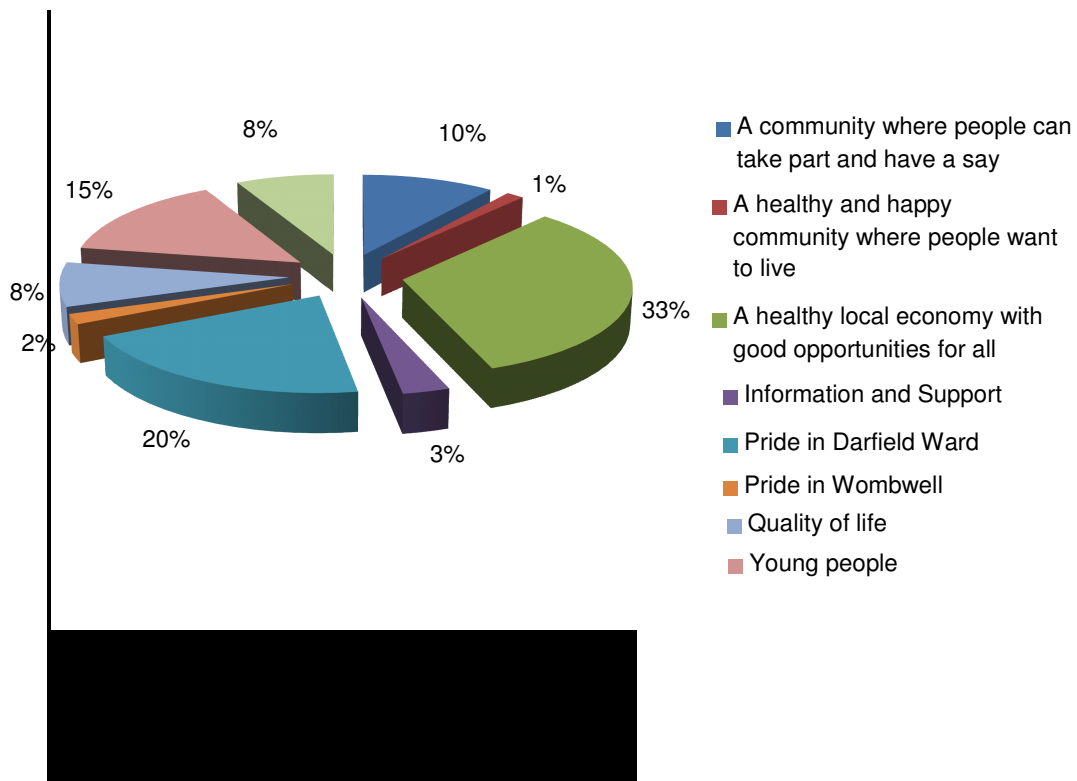
Ward Alliance Fund Budget Overview (Includes Public Health Funds)

The South Area Council's Ward Alliances has a Ward Alliance grant allocation of £99,234.93 for the 2015-2016 financial year.

This allocation, broken down by Ward below, is made up of a £40,000 allocation for 2015-2016, and carry forward allocation of £59,234.93 from the 2014-2015 financial year.

2015/2016 WARD ALLIANCE	Carry Forward 2014-15	2015-16 allocation	Full 2015-16 Allocation
SOUTH	£59,234.93	£ 40,000.00	£ 99,234.93
Darfield	£11,903.78	£ 10,000.00	£ 21,903.78
Hoyland Milton & Rockingham	£31,684.00	£ 20,000.00	£ 51,684.00
Wombwell	£15,647.15	£ 10,000.00	£ 25,647.15

A breakdown of the current allocations are supporting the Ward priorities is below:



Darfield Ward Alliance

The Darfield Ward has allocated £8,339.16 of its £21,903.78 Ward Alliance allocation.

The Darfield Ward has £1,406.78 of Public Health Funds remaining which is included in the total allocation for 2015/16.

The Darfield Ward have a total of **£13,564.62** Ward Alliance Funding unallocated. However, as the Darfield Ward Alliance Secretary has had a bursary of £250 to date, this leaves the actual allocation of Ward Alliance funding to allocate at **£13,314.62**.

The projects listed below have declared a total number of 4412 volunteer hours, which equates to the equivalent monetary value of £48,929.08

Ward Alliance Fund Project	Allocation	Charged spend	Allocation remaining
Darfield Cricket Club – Junior Training	£ 600.00	£600.00	£21,303.78
Houghton Main FC U 8s JFC	£ 800.00	£800.00	£20,503.78
Houghton Main Miners Welfare Sports & Social Club – Walking Football	£ 256.00	£256.00	£20,247.78
Darfield Bowls Club - Greenkeepers	£ 1,025.00	£1,025.00	£19,222.78
Darfield Alliance – Community Communication Group	£ 3,600.00		£15,622.78
Houghton Main Miners Welfare Sports & Social Club – Administration costs	£ 659.98	£659.98	£14,962.80
Barnsley schools basketball club – Darfield Dunkers	£ 200.00	£200.00	£14,762.28
Tuesday Sequence Dance Group – New equipment	£ 439.18	£439.18	£14,323.62
Darfield Events Group – Summer Gala 2015	£ 59.00	£59.00	£14,264.62
Netherwood Action Group Park & Ponds clear up	£ 300.00		£13,964.62
Food Hygiene Community Training	£ 400.00	£400.00	£13,564.62

Hoyland Milton and Rockingham Ward Alliance

The Hoyland Milton & Rockingham Ward has allocated £9,449 of its £51,684.00 Ward Alliance allocation.

The Hoyland Milton & Rockingham Ward has £9,100 of Public Health Funds remaining which is included in the total allocation for 2015/16.

The projects listed below have declared a total number of 1532 volunteer hours, which equates to the equivalent monetary value of £16,989.88

Ward Alliance Fund Project	Allocation	Charged spend	Allocation remaining
Rockingham CIC – Youth Partnership	£ 6,987.00	£6987.00	£44,697.00
Sparkles	£ 750.00	£750.00	£43,947.00
Owd Martha's Yard Community Garden – Community Garden	£ 295.00	£295.00	£43,652.00
West Bank House Community Association – Grit machine for carpark	£ 139.00	£139.00	£43,513.00
Platts Common Bowling Club - Shelters	£ 1,278.00	£1278.00	£42,235.00

Wombwell Ward Alliance

The Wombwell Ward has allocated £3,543 of its £25,647.15 Ward Alliance allocation.
The Wombwell Ward has £600 of Public Health Funds remaining which is included in the total allocation for 2015/16.

The Wombwell Ward have a total of **£22,104.15** Ward Alliance Funding unallocated. However, as the Wombwell Ward Alliance Secretary has had a bursary of £250 to date, this leaves the actual allocation of Ward Alliance funding to allocate at **£21,854.15**.

The projects listed below have declared a total number of 2524.5 volunteer hours, which equates to the equivalent monetary value of £27,996.71

Ward Alliance Fund Project	Allocation	Charged spend	Allocation remaining
9 th Barnsley Wombwell Scout Group	£443.00	£443.00	£25,204.15
We Love Wombwell – Community First Aid Training	£400.00	£400.00	£24,804.15
Barnsley School Basketball Club – Basketball opportunities	£200.00	£200.00	£24,604.15
Wombwell Main – Purchase of machinery	£2,500.00	£2,500.00	£22,104.15

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SOUTH AREA COUNCIL
Performance Management Report

October 2015

INTRODUCTION

South Area Council Priorities

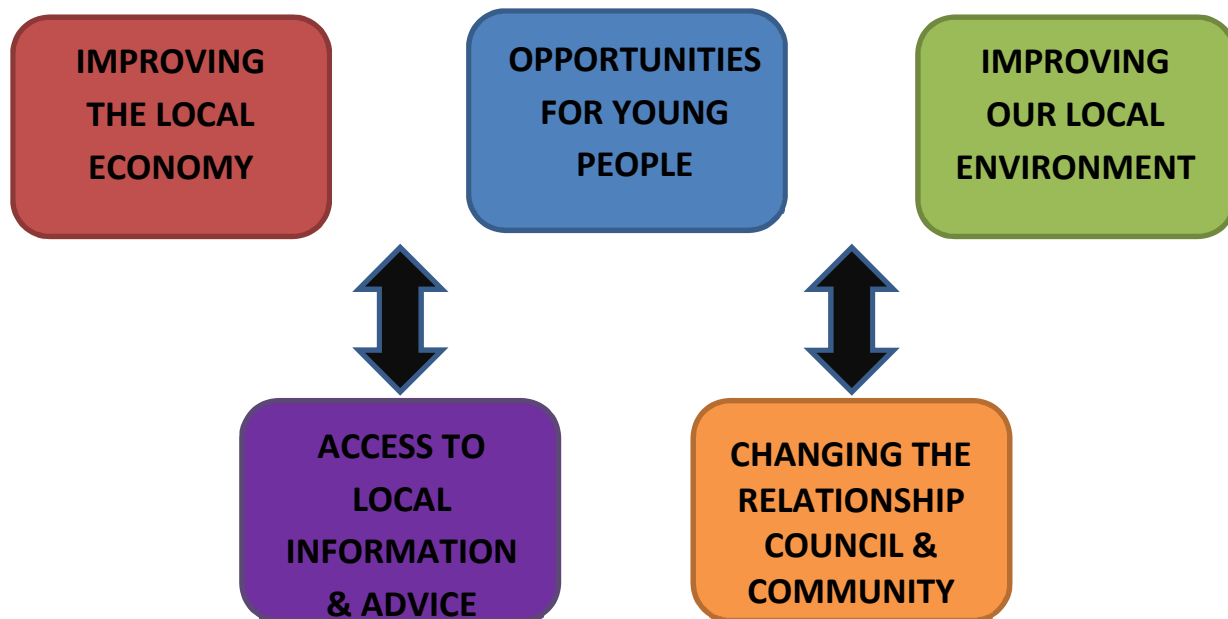


Table 1 below shows the Providers that have now been appointed to deliver a series of services that address the priorities and deliver the outcomes and social value objectives of South Area Council.

	Service	Provider	Contract Value/length	Contract start date	Recommissioning date if applicable
Improving the Local Economy	Business survey & courses for local businesses	Tender specifications for courses currently being written	£4,000 for survey £20,000 max for courses	Sept 2014 for survey Summer 2015 for courses	N/A
Improving our Local Environment	Tidy Team to work alongside community on environmental projects	Forge Community Partnership/Anvil Community Interest Company	£300,000 2 years @ £150,000 per year	4 th August 2014	Process to start March 2016 for new contract start date of 4 th August 2016
Improving our Local Environment	Environmental enforcement for littering, dog fouling & parking enforcement	Kingdom Security	£ 132,000 1 year & further extension to 31/03/16	4 th August 2014	Process to start November 2015 for new contract start date of 1 st April 2016
Access to Local Information & Advice	Provide community based welfare rights & citizens' advice session	Barnsley Citizens' Advice Bureau & BMBC Welfare Rights Service	£145,000 2 years @ £72,500 per year	2 nd June 2014	Process to start January 2016 for new contract start date of 2 nd June 2016
Opportunities for Young People	Summer Internship Programme	C&K Careers	£45,000 20 months (includes follow up time)	9 th March 2015	Process to start November 2016 for new contract start date for 2016 cohort of March 2016

PART A - OVERVIEW OF PERFORMANCE

The information which follows is a summary of the information provided to the South Area Council Manager at quarterly contract management review meetings. This includes both quantitative figures appended in the tables below and more qualitative information which is outlined in the short narrative report included for each project. There are occasions when the quarterly review dates do not mesh with Area Council reporting dates, which means that the 'achieved to date' figures may not have changed from the previous report, as the new quarterly data is not yet due at time of writing.

Improving our Local Environment

Please note that the figures for Fixed Penalty Notices and Parking PCNs have not changed since the previous Performance Management report, as the next quarterly figures are not due from this project until early November 2015

Outcome Indicators	Achieved to date	Previous
Number of small environmental projects completed	455	(342)
Number of large environmental projects completed	22	(20)
Number of litter picks completed	1178	(942)
Number of fly tipping incidents dealt with	80	(76)
Number of Xmas projects completed	8	(8)
Number of Fixed Penalty Notices issued – littering	626	(626)
Number of Fixed Penalty Notices issued – dog fouling	39	(39)
Number of Parking PCNs issued	150	(150)
Number of targeted dog fouling & littering operations completed	113	(113)

NB: Cumulative totals – previous figures are in brackets for comparison.

Access to Local Information & Advice

Outcome Indicators	Achieved to date	Previous
Number of clients seen & in receipt of information & advice	1006	(836)
£ of benefits gained as a result of the advice received	£792,395	(£613,846)
£ of unmanageable debt dealt with through financial settlements	£765,378	(£660,416)
Number of cases where homelessness was averted	21	(19)
Number of clients referred to other specialist help	314	(218)
Number referred to Credit Union or other money management help	127	(108)
Number of community groups visited to promote advice services	89	(71)

NB: Cumulative totals – previous figures are in brackets for comparison.

Improving the Local Economy

Outcome Indicators		Achieved to date
Number of local businesses approached to complete survey	(completed)	238
Number of local businesses completing survey	(completed)	88
% of local spend achieved by projects		94%
Number of quotations sourced for local business courses		56
Number of business courses commissioned		16
Students hours commissioned on business courses		1493
Number of students attending business courses from September 2015		21
Number of students booked onto business courses from September 2015		72

Changing the relationship between the Council and & the community

Outcome Indicators	Achieved to date	Previous
Number of adult volunteers engaged	102	(54)
Number of young people engaged in volunteering	6	(3)
Number of new community groups established	1	(1)
Number of community groups supported (including schools)	81	(81)
Number of jobs created locally	14	(14)
Number of apprenticeship opportunities created locally	12	(9)
Number of local businesses encouraged to maintain own environment	131	(62)
Number of young people referred to restorative justice provision	5	(3)
Income received from enforcement activity to Area Council in £	£29,844	(£29,844)

NB: Figures for income received from enforcement activity have not increased since the previous Performance Management report, as the next quarterly figures are not due from this project until early November 2015

Opportunities for Young People

Outcome Indicators	Achieved to date
Number of Summer Internship places filled & initial interviews completed	41
Number of students completing Summer Internship workshops & placement	37
Number of 5 Year Plans tailored to student needs developed	33
% of students reporting an increase in confidence & self esteem	Available Dec 2015
% of students reporting increased confidence about future plans	Available Dec 2015

NB: Full evaluation information about the Internship Programme will be available in the Final Report available in December 2015, following analysis of evaluations done with participants.

PART B - SUMMARY PERFORMANCE MANAGEMENT REPORT FOR EACH SERVICE

One Stop Shop Advice sessions – CAB & Welfare Rights

<div style="background-color: #c00000; color: white; padding: 5px; text-align: center; border-radius: 10px; margin-bottom: 5px;">Local Economy</div> <div style="background-color: #6a329f; color: white; padding: 5px; text-align: center; border-radius: 10px; margin-bottom: 5px;">Access to Local Advice</div> <div style="background-color: #e69d00; color: white; padding: 5px; text-align: center; border-radius: 10px;">Changing Relationship</div>		RAG
	Satisfactory quarterly monitoring report and contract management meeting.	
	Milestones achieved	
	Outcome indicator targets met	N/A
	Social value targets met	
	Satisfactory spend and financial information	
	Overall satisfaction with delivery against contract	

Comprehensive Quarter 5 (June - August 2015) monitoring reports were completed by Barnsley Citizens' Advice Bureau and BMBC Welfare Rights and a Quarter 5 contract review meeting was held on 4th September.

The project continues to be extremely well used, with numbers using the service remaining high despite the holiday season, which would usually bring a sizeable drop in numbers – a sign that demand for the project is continuing to grow.

As in previous quarters, the clients using the service continue to be largely those in work, disabled people or older people of pensionable age. This can be seen in the benefit gains made; none of which were 'out of work' benefits – all benefits gained for clients during this quarter were either 'in work' benefits, pensioner or disability related benefits.

For the service as a whole, the majority of clients continue to seek help for debt or help with benefits as described above. This is followed by high levels of help sought with employment related or legal problems.

Phil and Zoe have continued to publicise their project to a range of community groups and have also used the Neighbourhood Networks to promote their services. In addition, this quarter has seen a push on promoting the services to practitioners who may come across potential clients – including promotion to the Stronger Families Team, the Troubled Families Team, the Youth Offending Team, Primary and Secondary School Parent Support Advisers and Nurseries and Children's Centres. This has already resulted in a number of new referrals from staff.

Four case studies of clients supported by Zoe and Phil are attached at Appendix 1.

Tidy Team – Forge Community Partnership/Anvil CIC

	RAG
Children & Young People	
Satisfactory quarterly monitoring report and contract management meeting.	●
Improving Environment	
Milestones achieved	●
Outcome indicator targets met	●
Changing Relationship	
Social value targets met	●
Local Economy	
Satisfactory spend and financial information	●
Overall satisfaction with delivery against contract	●

Comprehensive Quarter 4 (June – August 2015) monitoring reports were completed by Forge Community Partnership/Anvil CIC in August 2015 and a full contract review meeting was held on 26th August.

Running alongside this, the Tidy Team Steering Group (comprising Anvil staff, elected members & Ward Alliance representatives, Enforcement staff and the South Area Council Manager) has continued to meet to identify priorities for the Tidy Teams to tackle, joins up the Teams' work with that of other services and acts as a 'critical friend' to the project. The Steering Group met last met on 24th September.

As illustrated in the table above, there is overall satisfaction that the service continues performing well and is making good progress in line with the contract. A wide range of positive feedback has continued to be received from the public and other partner agencies including Neighbourhood Services, Highways, Berneslai Homes & the Safer Neighbourhoods Team.

However, in terms of the targets set for the project, a yellow rating has to be given this quarter because of issues with two of the targets – work with schools and numbers of new community group created. This was raised at the contract review meeting and the following activities were agreed to address this:

- That the team's attendance at Galas and other summer events had raised a lot of interest, and this was already leading to the early stages of establishing three new community groups – a Billingley Parish Council group, a Hoyland Sunshine Residents' Group and a new litter picking group in Wombwell
- That the Tidy Team's forthcoming work with Pat Braithwaite from Parks may well result in a number of new small groups emerging to look after the entrances and gateways to parks
- That where groups of volunteers were coming together on a regular basis, even informally, this should be recorded as a new community group. This had not been happening because Forge were viewing a 'new community group' only as a formal entity with terms of reference, stable membership etc. This will now be reflected in future recording
- That groups of businesses taking part should also be classed as groups if they are meeting to work with the Team on a regular basis
- That the offer of a stand in the three local Libraries should be taken up in the next quarter to promote the service and attract further volunteers who may form the beginnings of new groups in the future
- That a number of pieces of work with schools were about to start at the beginning of the autumn term, including Greenfield Primary and Birdwell Primary
- That the next quarter will see another 'push' to get schools involved, using a face-to-face approach, as approaches by email or letter do not seem to work

The shift away from the Tidy Team 'doing for' the public and the move towards 'doing with' communities, volunteers and other partners continues to grow, and can be seen in the increased numbers of volunteers recruited.

The team continues to support a number of regular volunteers, some of whom are vulnerable. For example, they are currently supporting a couple referred by the Community Investigation Team because they were constantly calling the Police – sometimes several times a day. Since joining the team as volunteers, no calls to the Police have been received, creating a very substantial saving to the public purse and a significant increase in the wellbeing of the couple concerned.

Examples of work completed during Quarter 4 of this project have included:






- Attendance at a wide range of community galas and events to promote the work of the team and to encourage new volunteers to take part
- The two Apprentices recruited at Easter have both passed their NVQ2 with lots of support from all members of the Team
- The replanting of Darfield Ring with new plants alongside volunteers, one of whom donated the cost of the 690 plants from his own pocket – as well as helping to plant them out!
- Continued support to a the group planning a Community Garden (to be named Owd Martha's Garden) at the rear of Belmont WMC in Hoyland
- Work with a group of Prince's Trust volunteers to complete a day-long nature work and combined litter pick.

- Work with the Area Manager from Berneslai Homes, who has established a working group to develop a volunteer-led community garden on one of the ‘landlocked’ areas in Wombwell
- Work with Birdwell Residents Action Group to complete clean-ups of the Community Centre and the Community Garden
- A cleanup at Milton Ponds with volunteers, which will now be ongoing.
- Support to the August Fashion Market developed by Wombwell Ward Alliance by collecting and installing equipment etc.
- Work with the owner of the Burton Building in Wombwell to deliver a much needed cleanup of the area behind the building
- The continuation of a genuinely positive relationship with BMBC Neighbourhood Services and Highways, following a series of meetings to establish ‘who does what’ and how the teams can work in complementary ways. This has now developed to a point where Neighbourhood Services staff are suggesting that those complaining about environmental issues become volunteers with the Tidy Team – a real result!

Issues and future plans identified by the Steering Group included:

- The need to prioritise support to two large projects currently under development in the Area – Owd Martha’s Garden in Hoyland and the Community Garden project in Wombwell
- The need to further promote the Tidy Team as a permanent volunteering opportunity via Neighbourhood Networks and Workclubs, via the Social Prescribing Pilot, through the Volunteer Centre and as an Employer Supported Volunteering opportunity for BMBC employees
- To increase the amount of work done jointly with the area’s Generic Enforcement Officer – beginning with a joint piece of work with fly tipping on Blythe Street in Wombwell

Environmental Enforcement – Kingdom Security

	RAG
Improving Environment	Satisfactory quarterly monitoring report and contract management meeting. 
	Milestones achieved 
Local Economy	Outcome indicator targets met 
	Social value targets met 
Changing Relationship	Satisfactory spend and financial information 
	Overall satisfaction with delivery against contract 

NB: Please note that this information was previously published in the previous Performance Management report (September 2015). This is because the quarterly review for this contract is not due until mid-November 2015

Comprehensive Quarter 4 (June – August 2015) monitoring reports were completed by Kingdom Security on 4th August and a full contract review and end of Year 1 meeting was held on 10th August 2015.

As illustrated in the table above, there is overall satisfaction that the service is performing well and is continuing to make good progress in line with the contract.

Key highlights for Quarter 4 of this project have included:

- An increase in the number of Parking Enforcement PCNs issued by Kingdom officers with 88 tickets issued in the last quarter compared to 62 issued in the five months between January and May.
- An increase in the level and quality of intelligence coming from the public and other agencies, which has led to 29 targeted operations for littering and dog fouling during the last quarter and has heavily contributed to the increase in tickets issued. Kingdom estimate that at least 50% of tickets issued were as a result of received intelligence, which now informs over 90% of their day-to-day deployment.
- A current payment rate for fines of 76% (which is above the average in areas across the country patrolled by Kingdom) although the real rate will be higher because of the rules which allow up to 90 days to pay and possibly longer if the person appeals.
- Income raised from Littering and Dog Fouling FPNs at the end of the first year of the contract is currently £29,844 – with more to come in after the 90 day period
- Information about the income raised from Parking PCNs is currently being sought by Kingdom from BMBC Parking Enforcement, who are responsible for the processing of all PCN notices.
- The first prosecution files to go to court have been submitted during this quarter. Files are produced where a person issued with an FPN or PCN refuse to pay. This first batch has been 100% successful, with all of those summoned to court either paying up beforehand (sometimes on the morning of the case!) or being found guilty in court. This should boost the income from tickets further during the next quarter.
- 2 FPNs have been issued as a result of evidence gathered by the Neighbourhood Watch cameras installed during the last few months
- 2 young people have been referred to restorative justice in the last quarter.

The South Area Council has decided to approve a further procurement of this service from 1st April 2016, on a year-on-year basis for as long as funding is available and the service is still needed. A joint tender specification and Procurement Strategy is currently being finalised by the South Area Council Manager working with the North, North East, Central and Dearne Area Council Managers, as the new tender will go out as a single tender with five 'lots' at the end of November. This will mean that one provider is appointed to all five areas, but that they will still be separately contract managed within the five Areas,

The review of current core Parking Enforcement Services is still being finalised and will be appended to the tender specification once completed.

Local Business Survey & courses for local businesses

	RAG
Satisfactory quarterly monitoring report and contract management meeting.	N/A
Milestones achieved	●
Outcome indicator targets met	●
Social value targets met	N/A
Satisfactory spend and financial information	●
Overall satisfaction with delivery against contract	

Local Economy

Changing Relationship

In order to tackle its 'Thriving Local Economy' priority, the South Area Council commissioned a survey of small and medium local business, which took place between September and December 2014. On completion of this, maximum Area Council funding of £20,000 was agreed to meet the Top 5 needs identified by local businesses, which were:

- IT skills
- Social Media and Marketing
- Health and Safety
- First Aid
- Website Development
- Business Development

Specifications for each of the courses were drawn up and put through Yortender. The contracts were awarded to Northern College (IT skills, Website Development, Social Media & Marketing) Emergency Response (First Aid, Health & Safety) and BBIC (Business Development)

A total of 16 separate short courses based on businesses identified needs and totalling 1493 student hours have now been put together.. The shortest courses last just 3 hours and the longest 12 hours, depending on the subject. The programme of courses began in early September and will run through until March 2016. Each course will run in 3 hour blocks between 5.00 and 8.00pm in response to the requests made by businesses not to run courses during the daytime. The course venues are the Hoyland Centre, Wombwell Library and Highview Primary in Wombwell. The Highview venue is being used because the layout of the PCs in Wombwell Library does not lend itself to courses run by a single tutor.

The cost of all of the courses is £16,381; equating to just £11.15 per student hour, which is very good value! There will be a small amount of extra cost for caretaking costs which is currently being finalised, but which should be well within the original £20,000 allocation of funds.

Businesses who took part in the original Business Survey were offered 'first refusal' on the courses, but after take up was low, the courses were opened up to other businesses, widely publicised across the area (including in person canvassing by the Area Team of almost 200 businesses) and ultimately opened up to community groups and the general public when numbers were still low.

There are currently 72 students booked onto current and future courses; this represents around one third of the available places. Of the 43 students booked onto courses which have already taken place, only 21 have actually attended, which has been very disappointing. However, those who have attended have been extremely positive about the courses and there are signs that they have really benefited from the smaller class sizes. Evaluations of these early courses have been extremely positive, and have included a number of comments which indicate that the courses have changed the person's views about the Council – very much to the good!

There is also some indication that word of the courses is travelling between businesses, and we have received a number of recent calls from companies wanting to book onto future courses because of positive feedback about the courses from another business. We very much hope that this will translate into higher numbers booking onto the courses after Xmas!

The courses in the New Year will be promoted into the December first edition of the Community Magazine #Love Barnsley and it is hoped that this will also boost numbers booking onto courses. The South Area Team will also be going another full round of promotion (posters, social media, face to face calls, promotion through Neighbourhood Networks etc) in the New Year.

As booking numbers currently stand, the courses are not providing good value for money. Although £11.15 per student hour (the rate if the courses were full) is extremely good value, the fact that the courses are only around a third full takes the cost of a student hour up to over £33 per hour. Commissioning, organising, promoting and supporting the courses over 3 venues has also been extremely costly in terms of the South Area Team's time.

Summer Internship Programme – C&K Careers



	RAG
Satisfactory quarterly monitoring report and contract management meeting.	
Milestones achieved	
Outcome indicator targets met	
Social value targets met	
Satisfactory spend and financial information	
Overall satisfaction with delivery against contract	

In December 2014, the South Area Council agreed the funding of a Summer Internship Programme for young people in the summer between Y10 and Y11. Funding of £45,000 was agreed to fund 60 places (30 for Netherwood and 30 for Kirk Balk) on a 2 week programme which focuses on employability and guidance issues in week one, followed by a work placement in week 2 . The contract went to C+K Careers, who had run the highly successful pilot for North Area Council in 2014.

Although the majority of the direct contact with the 60 young people will take place prior to and during the course itself, the contract with C&K lasts for 20 months, finishing in November 2016. This will ensure that C&K staff have an extended ‘stay in touch’ period with the young people completing the course, which will take them through the whole of Year 11 and into a first destination on leaving school.

Following extensive preparation work with the schools and with the individual young people taking part prior to the programme (reported in the previous report of September 2015), the courses started at the end of July and ran throughout the summer holidays at the Core in central Barnsley. This venue was chosen deliberately as an ‘adult’ venue to underline the fact that the course was about the wider world rather than the confines of school.

Each young person took part in a two week programme, five days per week. The first week of the course focused on:

- Future options post-16 and the pros and cons of each
- Future planning on an individual basis – what would suit me best?
- Understanding myself better – what are my strengths and weaknesses and how can I use this information to inform my future?
- The world of work and what is expected of you in the workplace
- Preparing for work experience
- Jobhunting, including CVs, application forms and interview techniques

The course was also designed to get young people working in teams with people they didn't know, boost confidence levels and offering those taking part the chance to try new skills in a safe environment.

The Area Council Manager visited the programme for a morning in July and was extremely impressed with the programme and the delivery by the C&K staff and ambassadors.

Comments from students show how much they were valuing the programme:

“It's changed everything I thought about my future”

“I'd say to anyone that they should do it [the course] – it's been brilliant”

“Its great – I've learned how to do a proper CV and its made me feel much more confident”

“It's helped my confidence to meet lots of new people and make new friends”

“I was really nervous about coming, but within an hour I was fine and its' been really fun”

“It's made me realise how many choices I have”

“I knew about university but not about apprenticeships – I'm thinking about both now, which I wasn't before”

The second week (not completed by all participants) consisted of a one week work placement with an employer; the choice of which was based on the young person's interest.

A Celebration Event was held on the evening of 23rd September at the Rockingham Centre for students, their parents and others with an interest in the programme, including the employers who had offered work placements. Over 100 people attended, and the young people were presented with certificates by the Deputy Mayor. The South Area Chair welcomed those attending and congratulated the young people on their fantastic achievements. Three young people were brave enough to speak about their experiences at the event – and credited the programme itself with giving them the confidence to speak in public!

C+K Careers staff will now stay in touch with the young people right through Year 11 and until they are settled into their first positive destination post-16.

A full evaluation report (including full feedback from the young people who took part) will be available in December 2015. C+K Careers will also be attending the South Area Council on 23rd October with a full presentation about the project.

The South Area Council has decided that it would like to run another course in 2016. The South Area Council Manager is working with the North and North East Area Council Manager to prepare a new tender specification which will go out before Xmas, to enable preparation for the new contract to begin with schools in March 2016.

This project has an amber rating for 'outcome indicators met' because only 37 of the 60 places available to Kirk Balk and Netherwood students were filled (although 41 students booked onto the course. This is reflected in the other Areas (North and North East) taking part in the 2015 programme, and to some large degree reflects the difficulties faced by C+K Careers in gaining buy-in from both schools. As the contract manager for the programme, the South Area Council Manager is satisfied that C+K Careers did all they reasonably could to get the schools to respond, and that any provider would have faced similar difficulties.

C+K's view is that 60 places may also have been an unrealistic number (particularly given that young people are being asked to give up 2 weeks of their summer holidays) and that this should be reduced to 50 for the 2016 programme, allowing for the fact that a highly successful 2015 programme and better links with schools should make places easier to fill next year.

Kate Faulkes

South Area Council Manager

8th October 2015

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Q1 year 2 - Case study 1

Client came to Citizens Advice outreach for help because their Jobseekers Allowance had been stopped. The Jobcentre had stopped the JSA because they said the client did not have a right to reside in the UK.

The client is a Polish national who has lived in the UK for 10 years, they have worked while living in the UK and have never been unemployed up until recently.

When the client found themselves unemployed they made a claim for Jobseekers Allowance, Housing Benefit and Council Tax Support. After a period of 6 months the client was told he could no longer receive JSA but was not told why, their Housing Benefit and Council Tax Support stopped at the same time.

When the client came to the outreach we were able to contact the Jobcentre and confirm why the JSA was stopped – we were told it was because the client had no legal right to reside in the UK anymore and his JSA could no longer be paid unless the client had an offer of a job – they did not.

The Citizens Advice carried out some in-depth research into welfare law in relation to 'right to reside' regulations for EEA nationals from Poland – we found out that as the client had worked legally for at least 5 years in the UK and had registered their employment correctly with the Home Office they had in fact obtained the right to reside in the UK. This meant they were entitled to receive JSA, Housing Benefit and Council Tax Support while they were unemployed the same as a UK citizen.

Citizens Advice put together a comprehensive Mandatory Reconsideration in writing on behalf of the client arguing they had not considered the welfare laws in respect to the client and that they did have a right to reside in the UK.

In the meantime, the client did not wish to accept any help from any local foodbanks saying they had a friend who owned a local Polish food shop who was giving them food. The client was actively seeking work during all this period of time with a number of local agencies.

A month later the client returned to the outreach to thank Citizens Advice for our help as the Mandatory Reconsideration we had done was successful. The Jobcentre had contacted the client to apologise for their error and the JSA that was due was backdated. The clients Housing Benefit and Council Tax Support were also backdated therefore avoiding arrears and they had been able to find employment again.

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Q1 year 2 – case study 2

Client came to the Citizens Advice outreach session for advice on legal action being taken against them.

The client was being pursued by a firm of solicitors acting on behalf of an individual who had a minor accident on the road where the client lived. The road is unadopted meaning the local authority is not responsible for any repairs or damage and any residents would need to have public liability insurance to cover them against any injuries or incidents that occurred outside their property.

Unfortunately, the client was unaware of this and didn't have public liability insurance; they were also not living in their property at the time of the incident.

The client was served with a legal claim from the solicitors stating if they had no insurance the client would be pursued for damages for the person's injury.

The client was extremely concerned and worried about what may happen and didn't know how to respond to the solicitors.

As there is no legal aid available for this particular type of case and as the client was unable to afford a solicitor the Citizens Advice suggested they apply for legal help using the free Bar Pro Bono scheme.

Citizens Advice completed the application form on behalf of the client and posted all the documents to the Bar Pro Bono Unit in London.

Several weeks later, the client contacted Citizens Advice to confirm they have been taken on by the Bar Pro Bono Unit and were in the process of being allocated a solicitor. The client thanked us for making the referral on their behalf. As a result of the client getting this free legal help they can have fair and equal representation in this complicated case.

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Case Study 1

Mr ? suffered an industrial accident at work when he fell through a skylight on the roof he was working on. He was sub-contracting for a self employed builder at the time. He fell 30 feet and suffered horrendous injuries but the main injury being that he has been left paralysed from the stomach down. He can no longer walk & been left doubly incontinent.

His wife approached me as she was going to have to give up her job to look after the client when he was well enough to come home but with bills & 2 dependants just receiving child benefit & tax credits she would not be able to afford to live as the client was the main earner. They have both always been employed & didn't have a clue which benefits or help could be claimed for.

There & then I carried out a benefit check & identified which benefits would be relevant we completed a claim form for council tax benefit & we made the call to the DWP to claim Employment & support allowance. I ordered forms for Personal Independence Payment & Industrial Injuries Disablement Benefit and duly completed them when they arrived with his wife.

I referred her to the equipment & adaptations team as it was clear that major disabled adaptations would be needed to their home. They agreed they would convert the bathroom to a wetroom, expand the width of their doors to accommodate a wheelchair & to install a through floor lift.

The client was in hospital recovering for 3 months & when returned home they came back to see me to inform me that the ESA claim had been processed & he was put into the top group without a need for assessment & that they were awarded council tax benefit. Client had been awarded PIP enhanced mobility component as expected but only standard daily living component not as expected! I checked the award his points score was just 2 short of the enhanced rate! I constructed a reconsideration letter based on points I thought they had overlooked and in a few weeks they had increased it to enhanced rate.

At the same time we filled in a carers allowance claim form for his wife which was duly awarded.

We applied for a blue badge which was awarded.

A short while after they returned with the IIDB decision & it said was not entitled because they were considering client as a self employed person (who are not entitled) however they had overlooked the fact that the client was having tax & NI deducted from the pay cheques by his 'employer' at the time. We again submitted a reconsideration which the dept accepted him as an 'employee' & made the inquiries & a short time after came back that they would allow the client a claim & is currently awaiting an assessment into what percentage of disability he should be awarded.

Case Study 2

Mr & Mrs ? are both in receipt of JSA on a joint claim with Mr ? being the main claimant. They also receive child benefit & child tax credit at the basic rates along with Housing & council tax benefits.

They have a disabled 2 year old son who suffers from a brain condition limiting his intellectual, cognitive behaviour. He requires a lot more care throughout the day than a child without this disability does.

When he was 6 months old they were advised by another disability advice agency to claim DLA for him which they helped the clients do. They were awarded the lower rate care component of DLA for him. The clients left it at that.

They came to see me as they were struggling financially because the child has to attend hospital in Sheffield very regularly for check ups & operations. The travel costs were high & also the Jobcentre were putting increasing pressure on them to find work which they find very difficult because of the time needed to spend caring for their son & attending medical appointments. This was making them extremely stressed out.

I started by carrying out a benefits check which I discovered they were not receiving enough child tax credit because tax credits were not awarding them the disabled child premium which they should have due to son having DLA lower rate care. The clients didn't realise they could get extra & their previous advisor from the other organisation had not followed this up when they were awarded the DLA! We telephoned tax credits there & then and they checked with DWP that he was on DLA & they awarded the extra £60 per week.

I looked at the DLA award & decided that due to the sons care needs the lower rate award was a little less than it should have been & again their previous advisor had not realised this & followed this up. Having an increase in sons DLA to at least middle rate care would mean that mum or dad could claim carers allowance & income support & come off JSA permanently & no longer need to meet the requirements of the jobseeker agreement! We rang the DLA unit & requested review forms.

The forms were completed a couple of weeks later and a few weeks later the decision was that the DLA care was increased to middle rate & we are now in the process of changing their primary benefits to carers allowance & income support.

This will give them more income to pay for extra things in order to care for their son & more to spend on travel to & from hospital appointments & gets the jobcentre off their backs!

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BARNSELY METROPOLITAN BOROUGH COUNCIL

South Area Council Meeting:

23rd October 2015

Agenda Item: 7

**Report of South Area Council
Manager.**

South Area Council - Environmental Enforcement contract

1. Purpose of Report

To seek approval from the South Area Council for:

- 1.1 The draft tender specification and procurement strategy for the re-commissioning of the Environmental Enforcement contract from 1st April 2016.
- 1.2 The proposed tender price for the Environmental Enforcement contract from 1st April 2016.
- 1.3 The support costs payable to BMBC Safer Communities Business Unit for the Environmental Enforcement contract from 1st April 2016.

2. Recommendations

That the South Area Council:

- 2.1 **Approves the draft Tender Specification and the associated Procurement Strategy for the Environmental Enforcement contract attached at Appendices 1 and 2 of this report, and give delegated authority for any minor amendments to be made by the Service Director Stronger Safer and Healthier Communities;**
- 2.2 **Agrees to tender the Environmental Enforcement contract at an outline price of £112,000;**
- 2.3 **Approves a costing of £13,021 to BMBC Safer Communities Business Unit to provide support to the Environmental Enforcement contract, as outlined in section 3.6 of this report.**

3. Background

3.1 At the meeting of the South Area Council held on 24th April 2015, it was agreed that the existing Environmental Enforcement contract held by Kingdom Security until 3rd August 2015 should be extended for a further 12 months to 3rd August 2016.

3.2 At its meeting on 26th June 2015, the South Area Council agreed that it wished to continue the Environmental Enforcement contract for as long as funding was available and an identified need for the work remained, and that it would

consequently be seeking to re-tender for the contract after the agreed waiver period ended on 31st March 2016.

3.3 Following advice from NPS, a waiver of 9 months was agreed and signed off, and was reported back for information at the meeting of the South Area Council on 4th September 2015. This would allow a new tender specification to be developed for all of the five participating Area Councils from April 2016. Although a single new tender specification has been developed across all five Area Councils, the contract will be advertised in 'lots', which means that each Area will be able to contract manage its own service as happens currently – whilst ensuring that one provider is appointed to all to ensure the contracts are manageable across the borough.

3.4 Following this agreement, a new draft tender specification has been drawn up for all of the five participating Area Councils, which is attached at Appendix 1. Members are asked to approve the draft, whilst recognising the some of the fine details (particularly around the final performance measures which the chosen contractor will have to report) are still being finalised by the Area Council Managers and NPS for an advertisement date of the end of November 2015.

3.5 The final tender specification will also include a description of core BMBC Parking Enforcement Services to those submitting tenders to explain how their work would complement and add to these existing in-house services. This statement is currently being prepared by BMBC Parking Enforcement Services and will be included in the final tender specification.

3.6 Members are also asked to approve the Procurement Strategy attached at Appendix 2 of this report. This Strategy is an integral part of the procurement process, and outlines clearly and transparently how tenders received will be marked, and how the accompanying interview with potential providers will be scored.

3.7 As part of the existing Environmental Enforcement contract, a fee of £24,000 was paid to BMBC Safer Communities Business Unit for the provision of uniforms, body cameras, car lease, administration of tickets and fines, and training where required. For the contract from 1st April 2016, the Safer Communities Business Unit has confirmed that the cost will be £13,021 per year. This lower cost reflects the fact that many items (uniforms, body cameras etc.) have already been purchased and will only need to be replaced once worn out.

3.8 The total project cost will be £112,000 (to provider)+ £13,021 (to BMBC Safer Communities Business Unit) = £125,021.

Officer Contact: Kate Faulkes
South Area Council Manager

Tel: 01226 355866 / 07791 600836

Date: 8th October 2015

**BARNSLEY METROPOLITAN
BOROUGH COUNCIL**



**CENTRAL, DEARNE, NORTH, NORTH
EAST AND SOUTH AREA COUNCILS**

ENVIRONMENTAL ENFORCEMENT

PROJECT REF: 07-17-16-1-1115

DATE: NOV 2015

RETURN DATE: *****

TIME: 12 NOON

SPECIFICATION

**Wendy Lowder
Interim Executive Director, Communities
Barnsley MBC
Communities
Westgate Plaza One
PO Box 609
Barnsley
S70 9FH**

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 - Appendix B – Area Council Lots
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- SECTION 2 - INSTRUCTIONS FOR TENDERING/TENDER EVALUATION AND TENDER QUALITY QUESTIONNAIRE**
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SECTION 1

PROJECT OVERVIEW AND SCOPE OF SERVICE

DRAFT

SECTION 1

PROJECT OVERVIEW AND SCOPE OF SERVICE

1. INTRODUCTION

- 1.1 The Central, Dearne, North, North East and South Area Councils have reaffirmed ‘the environment’ as one of the key issues that they wish to prioritise during 2016/17. Within the context of this priority, an enhanced **enforcement service** is seen as vital to prevent environmental problems escalating and to ensure that the positive work undertaken to maintain the environment is not undone by an anti-social minority.

Public feedback consistently identifies environmental blight through littering, dog fouling and illegal parking as a significant cause of local concern and highlights where the people who live and work in the area want to see action being taken.

This proposed intervention will strengthen the ability to demonstrate a strong stance on enforcement issues through this extra provision and will be marketed through a No Tolerance approach in the 5 Area Council areas identified above.

Background information about Barnsley Council’s Communities and Area Governance Service and the associated Area Council structure can be found at Appendix A.

2. BACKGROUND AND CONTEXT

- 2.1 The Area Councils will purchase bespoke services to tackle the areas of concern most affecting our communities. The aims of procuring bespoke environmental enforcement services are to respond to locally identified priorities, encourage the public to take pride in their local environment and facilitate a change in behaviours and attitudes towards looking after the environment. The majority of residents take pride in where they live and treat their local environment and fellow residents with respect. More robust enforcement will help the Area Councils to isolate the small minority that disrespect their environment and fellow residents and take robust action against them to change the way they behave and make them contribute towards the costs of improving the environment in which we live.

The Area Councils will seek to maximise the impact of resources being earmarked to address environmental crime by procuring high quality proven services and to operationally align those services to the Council’s Safer Communities Service and Parking Services (the existing core services). This arrangement is designed to achieve the best possible value for residents by purchasing the necessary skills and expertise at an affordable price. By subsequently aligning these bespoke additional services to the existing core services provided by the Council, the Area Councils will ensure that any service is delivered within the parameters of the Council’s policies, with the integrity and authority it requires and within the existing operational infrastructure of the Council.

Each of the Area Councils will be identified individually by lots (see Appendix B) and these will be procured collectively across Area Council boundaries to maximise the potential for achieving best value for money. All services will be delivered bespoke to the value of the local commission and according to the needs of **each** individual Area Council. One service provider will be appointed for all lots.

2. BACKGROUND AND CONTEXT (Cont'd)

2.2 A key purpose of Area Council's is to grow community capacity by commissioning local services and encouraging volunteering. The aims of Area Governance are to:

- Ensure people of all ages have a much greater involvement in designing services and actively participating in improving their lives.
- Support the many benefits of volunteering and foster the many and diverse opportunities for residents to gain new skills and experiences through volunteering.
- Ensure customer services and the citizen experience of access is improved.
- Engage local communities in helping to shape the decisions and services in their neighbourhood.
- Ensure the Council operates fairly and demonstrates total commitment to equalities in policy and practice.
- Establish new models of delivering services guided by local choice and need.

3. STRATEGIC VISION AND VALUES

3.1 Barnsley MBC's Vision is to '*Work together for a brighter future, a better Barnsley*'

Our Values include:

Working Together

- We work as "One Council" to do the best that we can for our customers
- We build partnerships and work with others to achieve the best for Barnsley
- We are understanding and supportive of others, respecting and valuing differences
- We are open and honest about what we are able to achieve, the decisions we make and how well we are doing
- We are true to our word, reliable and fair
- We are responsible and accountable for our actions

Excellence

- We are committed to quality and value for money
- We learn from our successes and mistakes
- We are flexible, adaptable and respond positively to change

Pride

- We are proud of the work we do and services we deliver
- We are proud to support our communities to make Barnsley a better place
- We are proud of our achievements

4. COUNCIL PRIORITIES AND OUTCOME STATEMENTS

4.1 In developing and delivering this bespoke environmental enforcement service, the Service Provider should ensure that it is contributing to the Council's corporate priorities and outcome statements as outlined below:

Improving people's potential and achievement	Inspire the local community to 'Love Where They Live' Increase employment, skills and work experience at local level
Growing the economy	Improve the local environment (make the area more attractive to shoppers and new businesses) Keep the Wards clean, well maintained and attractive Increase employment, skills and work experience at local level
Changing the relationship between the Council and the Community	Increase the number of people engaged in voluntary activities in the community Young people involved in reparation activities

5. AIMS AND OBJECTIVE OF THE SERVICE, INCLUDING SOCIAL VALUE OBJECTIVES

5.1 The overarching aims and objectives of the service for the Central, Dearne, North, North-East and South areas are:

- Services designed to operate locally and address the priorities and hot spots of each of the Area Councils listed above.
- Inspire people who live and work in the areas to 'Love Where they Live'
- Maintain and improve Environmental Standards
- Keep the Wards clean and well maintained
- Link with other Area Council procured services, to support the over-arching aims of area governance shown above
- Close working relationship with the Council's Safer Communities Service and Parking Services
- A service that fully complements existing 'core' environmental enforcement service provision provided by the Council's Safer Communities Service and Parking Services.

5. AIMS AND OBJECTIVE OF THE SERVICE, INCLUDING SOCIAL VALUE OBJECTIVES (Cont'd)

Under this contract, the successful Service Provider will be required to actively contribute to the achievement of specific **Social Value Objectives**. These reflect the vision and corporate priorities of the Council outlined in Sections 3 and 4 and include:

- Develop strong community networks, community self-help and resilience
- Improve physical health and emotional well-being in the area
- Improve the local environment
- Increase the number of people engaged in voluntary activities in the community
- Increase skills and work experience at local level
- Promote employment and training opportunities within the locality

6. THE SERVICE/ACTIVITIES TO BE DELIVERED

6.1 GENERAL

The Service to be provided flexibly according to need and to include evenings and weekends with a minimum of 10 hours per week per officer spent working either weekends, or week days before 8am or after 5pm.

100% coverage in the event of annual leave, sickness or other leave related absence will be provided by the Service Provider to maintain service delivery.

It is expected that each Environmental Enforcement Officer provided by the Service Provider will proactively issue tickets for littering, parking and dog fouling offences.

Environmental Enforcement Officers must be provided with appropriate mobile communication devices.

6.2 LOT SPECIFIC

LOT 1 - CENTRAL AREA

To provide the Central Area Council with 1.5 FTE Environmental Enforcement Officers working 37 hours per week, 52 weeks per year dedicated to environmental enforcement activity over a 12 month period with options to extend for 2 further periods each of 12 months.

The Service will cover the five Wards of the Central Area Council (Central, Dodworth, Kingstone, Worsbrough and Stairfoot)

There will be no abstractions of the dedicated Central Enforcement Officers from the Central area.

LOT 2 – DEARNE AREA

To provide the Dearne Area Councils with 1 Environmental Enforcement Officer working 37 hours per week, 52 weeks per year dedicated to environmental enforcement activity over a 12 month period with options to extend for 2 further periods each of 12 months.

The Service will cover the two wards of the Dearne Area Council (Dearne North and Dearne South)

There will be no abstractions of the dedicated Dearne Environmental Enforcement Officers from the Dearne areas.

LOT 3 – NORTH AREA

To provide the North Area Council with 4 Environmental Enforcement Officers working 37 hours per week, 52 weeks per year dedicated to environmental enforcement activity over a 12 month period with options to extend for 2 further periods each of 12 months.

The Service will cover the four Wards of the North Area Council of Darton East, Darton West, Old Town and St Helens

There will be no abstractions of the dedicated North Environmental Enforcement Officers from the North area.

LOT 4 - NORTH EAST AREA

To provide the North East Area Council with 2 Environmental Enforcement Officers working 37 hours per week, 52 weeks per year dedicated to environmental enforcement activity over a 12 month period with options to extend for 2 further periods each of 12 months.

The Service will cover the four Wards of the North East Area Council of Cudworth, Monk Bretton, North East and Royston.

There will be no abstractions of the dedicated North East Environmental Enforcement Officers from the North East area.

LOT 5 – SOUTH AREA

To provide the South Area Council with 4 Environmental Enforcement Officers working 37 hours per week, 52 weeks per year dedicated to environmental enforcement activity over a 12 month period with options to extend for 2 further periods each of 12 months.

The Service will cover the four Wards of the South Area Council of Hoyland Milton, Rockingham, Darfield and Wombwell.

There will be no abstractions of the dedicated South Environmental Enforcement Officers from the South area.

6.3 **Duties of the Service Provider's Environmental Enforcement Officers**

To target problems of littering, dog fouling and parking enforcement within all Lot Areas. This will include proactive patrolling based on intelligence profiles provided from information gathered from the Environmental Hotline number, also from members of Area Councils, Area Manager's and the Council's Safer Communities Service. The Tasking Officer (from the Council's Safer Communities Service) will deploy and review the work of the Service Provider's Enforcement Officers based on this intelligence.

The Service Provider's Enforcement Officers will patrol priority areas and robustly enforce against any offences witnessed by issuing a fixed penalty notice.

Fixed Penalty Notices or Penalty Charge Notices will be issued in all circumstances where an offence has been witnessed or established.

Where littering is observed from vehicles, registration numbers will be taken and passed to the Council's Safer Communities Service, along with a witness statement to allow for the serving of a Fixed Penalty Notice.

The Tasking Officer, on behalf of the Service Provider, will provide verbal updates to the Area Managers regarding emerging problem areas or trends.

At least 85% of contracted time is to be spent out of the office either patrolling or on targeted operations linked to litter, dog fouling and parking enforcement.

BMBC enforcement uniforms (to be provided free of charge) with relevant authorities and insignias must be worn, unless plain clothes operations are being undertaken.

The Service Provider's Enforcement Officers will maintain a pocket notebook which will be kept up to date and will be the subject of periodic checking by the Tasking Officer.

Duties of the Service Provider's Environmental Enforcement Officers (Cont)

For 1 hour at the end of each working week, the Service Provider's Enforcement Officers will be required to complete a weekly report sheet detailing activity and outputs for the week. This will include reference to:

- Overall patrolling hours by Ward
- Number and Locations of Litter Specific Operations
- Number and Locations of Dog Fouling Operations
- Number and Locations of Parking Operations
- Number locations and type of other activity
- Number of Littering FPNs, broken down to Ward level
- Number of Dog Fouling FPNs, broken down to Ward level
- Number of Parking PCNs, broken down to Ward level
- Other Activity

6.4 Other Contract Details: Partnership Working

The Service Provider should establish and maintain close working relationships with active local resident groups to build intelligence networks and to improve personal levels of responsibility.

The Service Provider will ensure good liaison with other services operating in all five areas. This will be co-ordinated via each Area Manager and the Council's Safer Communities Service and Parking Services.

The Service Provider's Environmental Enforcement Officers will work to complement the 'core' service offer of BMBC services, working flexibly alongside core services deployment protocols in order to avoid duplication and ensure added value.

The Service Provider's Environmental Enforcement Officers will work alongside other partners and commissioned services on joint operations. The Service Provider and the Council's Safer Communities Service will work with each Area Team to identify opportunities for reparation work to be undertaken in all five areas so that justice can be seen to be done locally.

6.5 **BMBC roles and responsibilities**

The Council's Safer Communities Service will provide the following equipment and services free of charge. This is to ensure that the Service Provider's enforcement services:

- Operate as part of the broader approach to community safety and enforcement;
- Operate with the same degree of integrity;
- Benefit from existing local infrastructure;
- Do not duplicate core Council enforcement activity;
- Can legitimately act on behalf of the Council as the primary enforcement agent in the Central, Dearne, North, North East and South areas.

The detail below describes the arrangements, which will enable the Service Provider's Environmental Enforcement Service to be bespoke and matched to the needs of each of the five Area Councils, whilst enabling operational effectiveness and legitimacy within the corporate requirements of Barnsley MBC. Accordingly, and for the avoidance of doubt, tenderers **will not** be required to include within their tender bids for costs associated with the 'Equipment' and 'Support' detailed below because these items will be provided free of charge by the Council:

Equipment

- Body Cameras (1 per officer).
- Appropriately branded vehicles at a ratio of 1 per 2 officers to provide transport for the Service Provider's Enforcement Officers across the five Area Councils/Ward Area. Vehicles will carry the insignia of the Area Council and Barnsley MBC Safer Communities Services.
- Safer Communities uniforms with clear designation of authorities carried out and the Area Council from which the officers are functioning.
- Pocket Books.
- Office accommodation at a central location..

Support

- Processing and Monitoring Officer support to process fines and PCNs issued and ensure income is recycled to the five areas Council.
- Support providers to promote the initiative to local residents and the wider community.

6.6 Operational Activities to be undertaken by Barnsley MBC Safer Communities Service

The Council's Safer Communities Service will:

- Authorise the Service Provider to act on behalf of the Council, including endorsement of individual officer competencies to discharge certain powers.
- Provide weekly tasking requirements according to local hot spot areas and areas identified for priority intervention.
- Deal with all direct telephone and e-mail enquiries from Elected Members (Tasking Officer responsibility) to contribute to local intelligence and inform service priorities.
- Tasking Officer will provide Area Managers with quarterly reports for submission to the Area Council, detailing the development of tactical enforcement priorities. In addition, monthly statistics will be provided to the Elected Members and Area Manager.
- Process all dog fouling and littering fines for payment.
- All prosecutions or court warrants for non-payment will be secured by the Safer Communities Service (Service Solicitor and Head of Service).
- All fine payments will be recycled by the Safer Communities Service to the relevant Area Council where issued by the Service Provider.

6.7 WE NEED A SIMILAR SECTION AS 6.6 BUT FOR THE ROLE OF BMBC PARKING SERVICES INCLUDING A STATEMENT ON RECYCLING INCOME FROM PARKING FINES

6.8 Operational Activities to be undertaken by Service Provider

The Service Provider will:

- Provide Environmental Enforcement Officers as outlined within this document.
- Issue fines (FPNs and PCNs) correctly upon witnessing an offence occurring.
- Routinely share intelligence gleaned by the Service Provider with the Local Safer Neighbourhood Team & Parking Services.

6.9 The above describes arrangements which will enable environmental enforcement services to be bespoke and matched to the needs of each of the five area Councils, whilst enabling operational effectiveness and legitimacy within the corporate requirements of Barnsley MBC.

7. TARGET GROUPS AND/OR AREAS

7.1 The service will target the streets, neighbourhoods and people who live or work in the wards making up each of the 5 Area Council areas: Lot 1 - Central Council - Wards of Dodworth, Central, Kingstone, Worsbrough & Stairfoot
Lot 2 - Dearne Council - Wards of Dearne North and Dearne South.
Lot 3 – North Council - Wards of Darton East, Darton West, Old Town and St Helens.
Lot 4 – North East Council - Wards of Cudworth, Monk Bretton, North East and Royston.
Lot 5 – South Council - Wards of Hoyland Milton, Rockingham, Darfield and Wombwell.

8. EQUALITY IMPACTS

8.1 The successful Service Provider will be required to ensure that the service is free from bias and acknowledges and respects gender, sexual orientation, age, race, religion and culture, lifestyles and values. If any needs are required as per the Equalities Act, such as language or disability, these needs will be provided for during the term of the contract.

Please also refer to Section 4 – Form of Contract.

9. PERFORMANCE MEASURES/OUTPUTS

9.1 Service Outcomes and Measures

Table 1 below details the outcomes or results that the Service Provider is required to achieve as a consequence of the service being delivered. A list of possible measures to monitor and evidence the achievement of outcomes is also provided. This is indicative only and Tenderers are required, as part of their tender return, to propose their own list of outcome measures, along with realistic targets, baselines and a methodology for gathering the data/measuring. Final measures and targets will be agreed prior to contract commencement.

Please refer to Section 2 – Tender Quality Questionnaire.

9.2 Table 1

Performance Measures		
<i>Outcome</i>	<i>Measure for Evidencing Achievement of the Outcomes (Indicative only)</i>	<i>Methodology for Capturing Data associated with the Measure (Indicative only)</i>
Inspire the local community to ‘Love Where They Live’	Reducing levels of incidents Number of positive news stories generated Resident Surveys on Perception of locality	Service Provider to determine
Increase employment, skills and work experience at local level	Work experience numbers Number of local people recruited onto this project/and trained	

9.2 Table 1 (Cont'd)

Performance Measures		
<i>Outcome</i>	<i>Measure for Evidencing Achievement of the Outcomes (Indicative only)</i>	<i>Methodology for Capturing Data associated with the Measure (Indicative only)</i>
<p>Improve the local environment (make the area more attractive to shoppers and new businesses)</p> <p>Keep the Wards clean, well maintained and attractive</p>	<p>Reduction in the perception and volume of anti-social behaviour at local level</p> <p>Number of positive news stories generated</p> <p>Resident Surveys on perception of locality</p> <p>Increase in the level of valid/enforceable Fixed Penalty Notices being issued</p>	<p>Service Provider to determine</p>
<p>Increase the number of people engaged in voluntary activities in the community</p>	<p>Number of volunteer workers</p> <p>Number of young people involved in reparation activities</p>	<p>Service Provider to determine</p>

10. PROCUREMENT PROGRAMME

Indicative Programme:	
Tender Return	
Tender Evaluation	
Tender Report and Approval to Award	
Standstill Period and Feedback	
Agreement of outcome measures, targets and outputs	
Issue of Letter Intent and Contract	

11. CONTRACT VALUE AND CONTRACT DURATION

11.1 It is anticipated that the contract will be for 12 months, with an option to extend by 12 months and then a further 12 months (1 year +1+1). However, a 6 month break point exists when performance and achievement of outcomes will be reviewed and, on the basis of findings, decisions will be taken to either continue to full term or cease the contract.

There are no guarantees after the first initial 12 months that each individual Area Council will have the funding available to extend the contract or will decide it has a continuing need either the same level of service or for the service as a whole. Each Area Council has their own budget and this may result in individual Lots coming to an end.

The estimated cost of the service is £ 350,000 per annum.

12. CONTRACT TERMS AND CONDITIONS

12.1 See Section 4 – Form of Contract.

13. CONTRACT MONITORING AND RECORDING REQUIREMENTS

13.1 The Five Area Councils have developed a detailed specification outlining specific requirements of an environmental enforcement service for the areas. The Five Area Councils will be responsible for commissioning these services from the most appropriate Service Provider, following a transparent and robust tendering exercise. Once a Service Provider is commissioned, the Five Area Councils will oversee the delivery of the contract in line with the agreed Specification. Each lot will be individually contract monitored and managed by each Area Council Manager. Within the Specification, the relationship between the successful Service Provider and Barnsley Council's Safer Communities Service and Parking Services is clear and this should be unequivocally demonstrated and only Providers recognising this relationship will be considered for award of this contract.

13.2 The appointed Service Provider will need to continually demonstrate and evidence the effectiveness of the service in terms of delivering the required outcomes/achieving the agreed targets for each Lot. It is a key requirement of the Service Provider to:

- Collect, collate and report on a range of agreed measures on a quarterly basis as part of a quarterly reporting regime for each Lot. This will include the provision of data at ward level. It will also include providing a minimum of 2 case studies per quarter..
- Establish compatible systems to ensure effective management and performance management of the service. Information systems must comply with the requirement of the Data Protection Act.
- Attend monthly/quarterly meetings with the Central, Dearne, North, North East and South Area Council Manager's, in their capacity as Contract Managers, to discuss contract performance and management issues and any Ward or Area Council report requirements, and request any additional information/provide clarification on pertinent issues, as required.
- Submit a 12 month break/review performance report and provide any other information required to inform that review.
- Subject to satisfactory 12 month review outcome, attend a 'lessons learned' meeting to be convened one month before the one year contract end date and submit an end of project performance report prior to this end date, fully and properly evidencing achievement of outcomes.

Each of the Area Council Manager's for each lot will be involved in all performance reviews and may reasonably request additional information at any time.

13.3 Monthly Reporting Requirements

The Council's Tasking Officer will collate reports, based upon information gathered and provided by the Service Provider and will provide monthly written reports to the Contract Management meetings and Elected Members detailing the following:

- Overall patrolling hours by Ward
- Number and Locations of Litter Specific Operation
- Number and Locations of Dog Fouling Operations
- Number and Locations of Parking Operations
- Number Locations and type of other activity
- Number of Littering FPNs
- Number of Dog Fouling FPNs
- Number of Parking PCNs
- Other activity

13.4 Quarterly Reporting Requirements

The Area Managers will ensure that the Five Area Councils receive a full quarterly performance management report that incorporates the contract monitoring and management information from the environmental enforcement Provider. This report will outline overall performance and activity for the previous quarter and establish tactical and strategic priorities for the coming quarter, as agreed with the Council's Safer Communities Service. Elected Members will be able to inform the Tasking Officer of specific issues of concern.

The general public can raise issues of concern through existing Council channels, as outlined in Appendix C. Other issues of concern may also be picked up through Police channels and both types of intelligence will be incorporated into the Service Provider's Enforcement Officers workload through the Tasking Officer.

14. QUALITY STANDARDS

- 14.1 Robust policies and procedures are to be put in place to ensure safeguarding of all adults and children and, in particular, adequate measures/systems to ensure robust data protection and information governance.
- 14.2 The Service Provider has a legal obligation to adhere to all equality legislation. The Service Provider must produce its policy relating to race, gender, disability religion or belief, sexual orientation and age. This policy should include the reporting mechanism for any adverse events which would constitute a deviation. Any and all adverse events should be reported to the relevant Area Council Manager.

14.3 In order for the Service Provider's service to align to the Safer Communities Service the following requirements must be met:

- (a) The Service Provider will operate completely within the Policies of Barnsley MBC (see Appendix D) with regard to enforcing against littering, dog fouling, parking and any other specified enforcement activity.
- (b) The Service Provider will be tasked according to the local intelligence provided by the Members of the Area Council, the Area Matrix Teams and the Council's Safer Communities Service and must incorporate these tasks into their day-to-day workload.
- (c) Staff employed by the Service Provider must meet the required competency levels of the Council to act as an enforcing agent on their behalf. This will include:
 - Understanding how to correctly interview a suspect and record the interview.
 - Understanding what constitutes a littering and a dog fouling offence.
 - Ability to illicit the necessary information required to pursue such an offence.
 - Ability to process the information to issue a fixed penalty notice.
 - Ability to offer an alternative to fixed penalty notice payment for juveniles.
 - Understanding what happens if a fixed penalty notice is not paid.
- (d) The Service Provider's Enforcement Staff must wear the enforcement uniform of the Council.
- (e) The Service Provider's Enforcement Staff must seek to meet the required integrity thresholds of South Yorkshire Police and Barnsley MBC. (see Appendix E).
- (f) The Service Provider's Enforcement Staff will operate from the same working bases as the local Safer Neighbourhood Teams aligned to Area Council boundaries.
- (g) The Service Provider will share all local information intelligence and data established during the course of their activity with the Council's Safer Communities Service.

Additionally:

- The Service Provider will have a robust system for monitoring complaints and suggestions; feedback from service users will inform service delivery.
- The Service Provider will submit reports summarising any complaints, investigations and remedial actions.

Please also refer to Section 4 – Form of Contract

15. TUPE

The Council considers that in the event of this contract being awarded other than to the present service providers then the terms of the European Acquired Rights Directive (Number 2001/23) and/or the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply.

In the event that TUPE does apply, upon which the tenderers must reach their own view, tenderers should take into account the following requirements which would then arise:

You are advised to seek independent professional advice as to the application and the effects of the Directive and/or the Regulations on your organisation should you be in the position of being a successful tenderer.

- (i) The need to consult with recognised trade unions or other professional associations.
- (ii) The need to maintain existing rates of pay and conditions of employment of employees; and
- (iii) The need for a successful tenderer to accept liability in respect of claims for redundancy payments, unfair dismissal and all other claims related to previous employees.

The Council will provide to tenderers such employment details of the workforce presently employed in connection with the services as may be provided by the present Service Provider only on completion and return of the Confidentiality Agreement which can be found in Appendix 4 of this document and that such information will be treated as strictly confidential and will be used for no other purpose than in connections with the submission of a tender for the services. The completed Confidentiality Agreement should be returned through the discussions area of the YORtender system

APPENDIX A
OVERVIEW OF THE AREA COUNCILS ARRANGEMENTS

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APPENDIX B
AREA COUNCIL LOTS

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LOT 1 - CENTRAL AREA

To provide the Central Area Council with 1.5 FTE Environmental Enforcement Officers working 37 hours per week, 52 weeks per year dedicated to environmental enforcement activity over a 12 month period.

The Service will cover the five Wards of the Central Area Council (Central, Dodworth, Kingstone, Worsbrough and Stairfoot)

There will be no abstractions of the dedicated Central Enforcement Officers from the Central area.

LOT 2 – DEARNE AREA

To provide the Dearne Area Councils with 1 Environmental Enforcement Officer working 37 hours per week, 52 weeks per year dedicated to environmental enforcement activity over a 12 month period.

The Service will cover the two wards of the Dearne Area Council (Dearne North and Dearne South)

There will be no abstractions of the dedicated Dearne Environmental Enforcement Officers from the Dearne areas.

LOT 3 – NORTH AREA

To provide the North Area Council with 4 Environmental Enforcement Officers working 37 hours per week, 52 weeks per year dedicated to environmental enforcement activity over a 12 month period.

The Service will cover the four Wards of the North Area Council of Darton East, Darton West, Old Town and St Helens

There will be no abstractions of the dedicated North Environmental Enforcement Officers from the North area.

LOT 4 - NORTH EAST AREA

To provide the North East Area Council with 2 Environmental Enforcement Officers working 37 hours per week, 52 weeks per year dedicated to environmental enforcement activity over a 12 month period.

The Service will cover the four Wards of the North East Area Council of Cudworth, Monk Bretton, North East and Royston.

There will be no abstractions of the dedicated North East Environmental Enforcement Officers from the North East area.

LOT 5 – SOUTH AREA

To provide the South Area Council with 4 Environmental Enforcement Officers working 37 hours per week, 52 weeks per year dedicated to environmental enforcement activity over a 12 month period.

The Service will cover the four Wards of the South Area Council of Hoyland Milton, Rockingham, Darfield and Wombwell.

There will be no abstractions of the dedicated South Environmental Enforcement Officers from the South area.

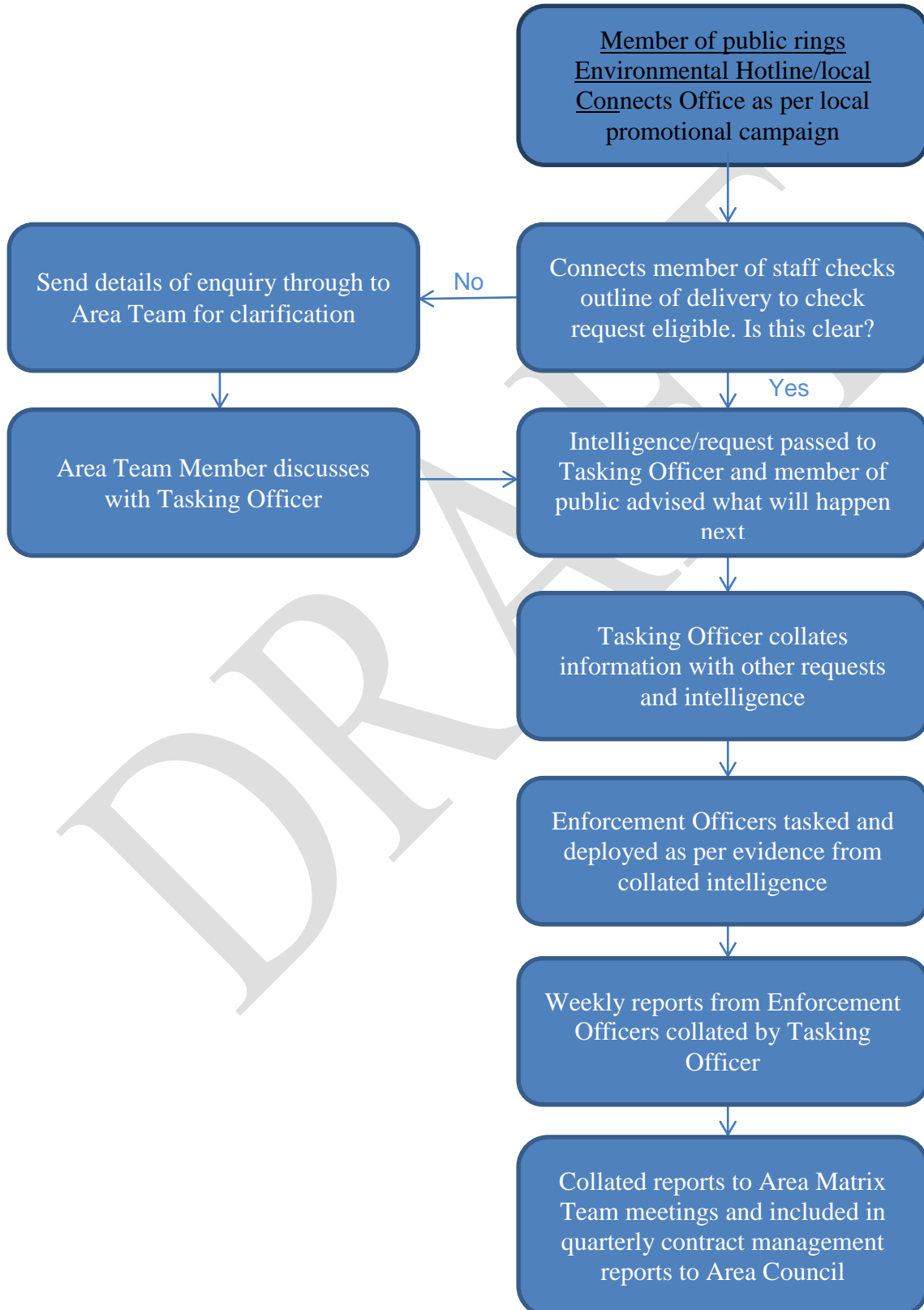
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APPENDIX C
ENFORCEMENT FLOW CHART

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Appendix C

Calls Processing Flow Chart – Environmental Enforcement



APPENDIX D
CSE ENFORCEMENT POLICY 2014

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Appendix D



COMMUNITY SAFETY AND ENFORCEMENT SERVICE

ENFORCEMENT POLICY

Signed:

Date:

Phillip Spurr
Assistant Director, Development, Environment and Culture

Status: Draft
Version Number: 1.0

1. Enforcement Policy Statement

This policy sets out the general principles, which inform the enforcement function within the Community Safety and Enforcement Service. Each team within the Service may also have more specific guidance to aid them in applying these principles to a particular function.

2. Introduction

Officers in the Community Safety and Enforcement Service will seek to secure compliance with legislation, whilst conforming to the spirit of the European Convention on Human Rights (as implemented by the Human Rights Act 1998) and the Central/Local Government Enforcement Concordat which this Authority has adopted. The Community Safety and Enforcement Service enforce a wide variety of legislation and had tools and powers that enable officers, amongst other things, to issue verbal advice, send letters, serve formal notices, obtain injunctions and orders, issue simple cautions and pursue prosecutions in the courts.

Officers frequently encounter contraventions of the law and have to choose the most appropriate method of achieving compliance with the law from the range of possible actions available.

The Service will seek to carry out its enforcement functions efficiently and effectively and in a way which is open, clear and helpful to all stakeholders.

The enforcement action chosen by the officer must be informed by this policy, which promotes consistency, proportionality, transparency, fairness and accountability.

This policy will be available to any party affected by enforcement decisions made by the Service.

Where the Service becomes aware of a situation for which it is not the enforcing agency, it will contact the relevant enforcement body to inform them of the situation. Similarly, where there is a shared role with other enforcement bodies, officers shall liaise accordingly.

3. General Principles

The Community Safety and Enforcement Service will seek to secure compliance with the relevant legislation.

When officers find a contravention of the law they will warn or advise those involved (orally or in writing) of the steps needed to rectify the breach, unless more formal enforcement action is the most appropriate way of dealing with the matter (eg absolute offences, fixed penalty notices).

3. **General Principles** (Cont'd)

All communications will be clear and in plain English, translated where appropriate, and will clearly distinguish between advice and legal requirements. Officers will endeavour to discuss fully with a responsible person any compliance failures or difficulties and will give full consideration to their views before making an informed decision on the most appropriate course of action.

The Service will follow the principles of better regulation. It will have regard to the Regulator's Compliance Code (The Regulators Code, from April 2014) and the Regulators Enforcement and Sanctions Act 2008.

The Service will, at all times, comply with the spirit of the European Convention on Human Rights, as implemented by the Human Rights Act, 1998. It will also have due regard to all necessary procedural requirements contained in legislation such as the Criminal Procedure and Investigations Act 1996, the Regulation of Investigatory Powers Act 2000, the Police and Criminal Evidence Act 1984 and the Data Protection Act 1998.

The policy will be operated in a non-discriminatory way and, for example, gender, ethnic origin or sexual orientation of the offender will not influence the choice of enforcement action.

The Service will, so far as is possible, endeavour to foster a good working relationship with all stakeholders.

4. **Enforcement Options**

There are a number of options available when infringements are detected:

a) **Prosecution**

The decision to institute formal prosecution proceedings will only be taken if one or more of the following criteria apply:

- The infringement involved fraud.
- The infringement involved deliberate or persistent breach of legal responsibility, e.g. choosing to disregard written warnings or advice, or where history indicates previous criminal activity was caused, or was likely to cause, significant loss or prejudice to another individual.
- The infringement was through gross negligence or carelessness and caused, or was likely to cause, significant loss or prejudice to another individual.
- The infringement led to the health, safety or well-being of people, animals or the environment being seriously compromised, or contributed to damage of the reputation or economic well-being of the Borough.

4. **Enforcement Options** (Cont'd)

- The infringement involved the obstruction of an authorised officer in carrying out his or her duties.
- The infringement has been subject to the offer of a fixed penalty notice, which has not been accepted.
- The infringement was an absolute offence.
- The offence is widespread throughout the Borough.

Furthermore, a prosecution will only be considered if the sufficiency of evidence and the public interest requirement fall within the guidelines as laid down by the Attorney General and Crown Prosecution Service Code for Crown Prosecutors.

Before making a decision whether or not to prosecute, consideration should also be given to the following:

- The seriousness of the offence and whether it was likely to cause substantial loss or prejudice to others.
- The history of the alleged offender (eg number of complaints and convictions, or extent of previous advice given).
- The willingness of the alleged offender to prevent a recurrence of the infringement.
- The alleged offender has offered a remedy, e.g. redress, compensation.
- The likelihood of the alleged defendant being able to establish a statutory defence.
- The calibre and reliability of witnesses.
- The probable public benefit of a prosecution and the importance of the case, e.g. the possibility of establishing legal precedent.
- If there is a trivial contravention of the law, or where infringements are isolated technical breaches of law, and it is therefore not in the public interest to prosecute.
- If a simple caution may be more appropriate or effective.
- The cost, consideration will need to be given to the balance of likely overall cost against the value of the likely outcome.
- If the infringement indicates evidence of unfair competition with others.

4. **Enforcement Options** (Cont'd)

b) Fixed Penalty Notice

A number of offences can be dealt with by a fixed penalty notice.

These notices allow an offender to accept the offence, and by payment of the appropriate amount within the stipulated timescale, discharge their liability for prosecution, i.e. full and timely payment will result in no prosecution for the offence.

Persons issued with a notice are not obliged to pay the fixed penalty; in such cases, the matter will be referred to the magistrate's court for the purpose of prosecution. This will give the defendant the opportunity to offer a defence and mitigation.

In the spirit of proportionality and consistency, a fixed penalty notice will be issued for a first offence. Repeat offenders and those who are obstruct, violent or aggressive to the authorised officer, will not be offered the option of a fixed penalty (see Section 4 of this policy).

c) Simple Caution

A simple caution can only be considered when all the appropriate prosecution criteria are met, and the circumstances surrounding the infringement are such that a more lenient approach to prosecuting is appropriate. Any simple caution must follow the criteria as laid down in the Home Office Guidelines. If a decision to offer a simple caution is rejected by the alleged offender, then the file shall be forwarded to the Council's legal unit, with a recommendation to prosecute.

d) Statutory Notice

Notices can be served to require offenders to cease contravening activities, or to give them reasonable time to rectify a contravention. Notices may require immediate cessation of infringing activities where health, safety, environmental damage or nuisance demands it. In other circumstances, time allowed to put things right may be reasonable, but must take into account the health, safety, environmental and nuisance implications of the contravention.

e) Written Warnings and Advice

The offender will be sent a polite and firm letter clearly identifying the infringement, they will be given advice on how it can be rectified and a timescale for doing so. Failure to comply with a written warning or advice can result in more formal enforcement action. The time given for the infringement to be rectified will be reasonable, but must take account of the health, safety, environmental and nuisance implications of the infringement.

4. **Enforcement Options** (Cont'd)

f) **Referral to another Agency**

Sometimes the matter may be more appropriately dealt with by means of referral to another agency that has the power and authorisation to address the matter.

g) **No Action**

In some circumstances, contraventions may not warrant any action. This can be where the cost of compliance to the offender outweighs the detrimental impact of the contravention on the community, or the cost of the required enforcement action to the Council outweighs the detrimental impact of the contravention on the community. A decision of no action may also be taken where formal enforcement is inappropriate in the circumstances, such as where a trader has ceased to trade, or the offender is elderly and frail and formal action would seriously damage their well-being. A decision to take no action must be recorded in writing and must take into account the health, safety, environmental and nuisance implications of the contravention.

5. **References**

The Code for Crown Prosecutors. Crown Prosecution Service, November 2004

The Enforcement Concordat. Better Regulation Unit, March 1998

The Regulator's Compliance Code. Department for Business, Enterprise and Regulatory Reform

APPENDIX E
ENVIRONMENTAL ENFORCEMENT POLICY STATEMENT

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Appendix E



BARNLSLEY
Metropolitan Borough Council

**COMMUNITY SAFETY AND ENFORCEMENT
SERVICE**

**ENVIRONMENTAL CRIME
POLICY STATEMENT
(UNDER REVIEW)**

Status: Draft
Version Number: 1.0
Date: February 2014

1) **Definition**

Environmental Crime can loosely be defined as any illegal act which harms the environment. Such acts can be committed by the general public and by businesses/companies.

Areas covered under the remit of this policy include the offences of:

- Littering (including littering from vehicles)
- Dog fouling
- Fly tipping
- Fly posting
- Graffiti
- Abandoned and nuisance vehicles
- Duty of care offences
- Litter and refuse control offences

2) **Legislative Framework**

This policy statement takes into account the following relevant legislation:

- The (Dogs) Fouling of Land Act 1996
- Anti-Social Behaviour Act 2003
- Environmental Protection Act 1990
- Clean Neighbourhoods and Environment Act (CNEA) 2005
- Refuse Disposal (Amenity) Act 1978
- The ASB Crime and Policing Bill 2013-14

3) **Statutory Duties**

In relation to the above legislation, Barnsley Council has a statutory duty to address the following:

- Abandoned Vehicles – to remove abandoned vehicles (Refuse Disposal (Amenity) Act 1978)
- To keep land and highways free of litter (Environmental Protection Act 1990)
- To remove offensive graffiti as soon as practicable (Crime and Disorder Act 1998)
- Anti-social behaviour – to investigate complaints and to take appropriate action (Anti-Social Behaviour Act 2003)
- Nuisances – to investigate complaints and take appropriate action (Environmental Protection Act 1990)

4) **Local Strategic Priorities**

It is essential that the following functions are maintained as they make an important positive contribution to the Council's three corporate priorities and the economic strategy. By promoting a healthy, safe, clean environment and improving the quality and visual amenity of the borough, businesses will be encouraged to locate in the Borough which will stimulate and create the conditions for investment, growth and prosperity.

The following core functions significantly contribute to improving the quality of life for customers and the wider community, giving people the opportunity to improve their potential and achievement and develop strong resilient communities:

- Dog fouling – to enforce the legislation that requires dog fouling to be removed from designated land
- Littering – to enforce the littering legislation
- Fly tipping – to take preventative and enforcement action
- Nuisance vehicles – to enforce the legislation relating to vehicles that constitute a nuisance
- Flyposting – to enforce the legislation relating to illegal flyposting
- Duty of care – to enforce the legislation relating to the requirements for the safe removal, transfer and disposal of waste
- Conditions adversely affecting the amenity of areas – to enforce planning legislation

5) **Our Approach**

We are committed to dealing with environmental crime in our neighbourhoods, considering existing and new methods of deterrence, detection, investigation, and enforcement, alongside partnership working with internal and external agencies. We recognise different types of environmental crime will require the use of different interventions and legislation to try to achieve a resolution. The decisions relating to how environmental crime is dealt with will be consistent, proportionate, transparent, and accountable and fair, to ensure people, businesses, places and/or the environment are/is adequately protected.

In making decisions on what methods of intervention to use we will consider several criteria. The criteria we will consider include:

- The seriousness of the offence
- The impact on individuals and the community
- The history of the activity
- Confidence in achieving compliance
- Consequences of non-compliance
- Likely effectiveness of the various types of intervention

We will generally take a staged approach to addressing incidents of environmental crime. We will consider what prevention and enforcement measures are available to us and use our policy framework and expertise to choose the most appropriate intervention. Having considered the criteria we have the following options:

- To take no action
- To take informal action
- To issue formal/informal warning letters
- To serve statutory notices
- To issue simple cautions
- To prosecute

Further details regarding types of intervention can be found in our detailed functional policy statements and operational procedures.

6) **Policy**

The Community Safety and Enforcement Service will:

- Proactively enforce within the legislative framework and prioritise complaints on the basis of presented risk and harm, in accordance with the Services Enforcement Policy
- Carry out a program of reactive and proactive activity in response to environmental crime issues
- Seek to prevent the escalation of incidents of environmental crime

7) **Access to service**

To report an incident of environmental crime contact 772468 or e-mail safer@barnsley.gov.uk

8) **Consultation and Policy Review**

This policy will be reviewed every three years, or earlier, in line with Government guidance, best practice and legislative changes. As part of the review, we will consult with residents and other stakeholders on the contents and effectiveness of the policy.

9) **Procedures**

Detailed direction and guidance for these function areas are contained in the Community safety and Enforcement Services, Environmental Enforcement Procedures document.

SECTION 2

**INSTRUCTIONS FOR TENDERING/TENDER EVALUATION
AND TENDER QUALITY QUESTIONNAIRE**

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SECTION 2

INSTRUCTIONS FOR TENDERING/TENDER EVALUATION AND TENDER QUALITY QUESTIONNAIRE

1.1 Tenderers should upload their completed tender onto the YORtender website no later than:

12 NOON ON *****

1.2 The Tender Documents available on the YORtender system comprise the following:

Section 1 – Project Overview and Scope of Service

Section 2 – Instructions for Tendering/Tender Evaluation/Tender Questionnaire

Section 3 – Pricing Schedule, Form of Tender and Appendices

Section 4 – Form of Contract

2. INSTRUCTIONS FOR TENDERING

2.1 The text of the Tender Document shall not be altered by the Tenderer.

2.2 Tenders must not be qualified, conditional, accompanied by statements, which could be construed as rendering them equivocal and/or placed on a different footing to other Tenders.

2.3 Only the person named in the covering letter to this Tender has the authority to issue any information or give any verbal or written explanation as to the meaning of any of the Tender Documents.

2.4 Questions or requests for clarification from Tenderers to the Council will be treated confidentially, unless the questions asked and the answers given need to be circulated to all Tenderers in fairness and equity.

2.5 The Council may extend the Tendering period if this is deemed necessary.

2.6 Any request for clarification or further information must come from the Tenderer only.

2.7 Submission of Tender

The Tenderer shall complete the following sheets, which **must** be returned with the Tender. Failure to comply may lead to the Council rejecting your tender:

- Tender Questionnaire – Fully Completed
- Pricing Schedule
- Form of Tender
- Appendix 1 – Supply Chain List
- Appendix 2 – Consultants Insurance
- Safeguarding Policy
- Lone Working Policy
- Equality and Diversity Policy

- Any additional documentation provided by the tenderer, which has not been specifically requested, will not be considered.
- 2.8 Submission of your Tender to the Council must only be made electronically through the YORtender System at <http://www.yortender.co.uk/>. Any technical queries about the YORtender system itself should be directed to yorkshiresupport@due-South.com, or by calling 0844 5434580.
- 2.9 A Supplier Guide is available on request to assist Tenderers to upload and download documents. If you would like further guidance or support using YORtender, please contact the Council's Procurement Helpdesk on 01226 772782.
- 2.10 Tenderers should upload their completed tender onto the YORtender website, no later than the date notified on the front cover of the Tender Document and on Page 2/1 or an amended return date as notified by the Council.
- 2.11 When the deadline (insert date – 12 noon) for tenders has passed, you will not be allowed to return your tender using YORtender or any other means. The YORtender portal will close automatically at the allocated deadline time, part uploaded documents will not be accepted. The Council will not accept any claims from a Tenderer on the basis that there was insufficient time to upload the documents.
- 2.12 Signatures are not required when making an electronic submission. Typed entries are acceptable.

3. TENDER EVALUATION

- 3.1 The Council will evaluate Tenders on a Price/Quality basis. A Price: Quality ratio of 40: 60 applies, in favour of quality. The Tender shall be awarded to the highest scoring accepted Tenderer. However, the Council is not bound to accept the highest scoring or any tender.

3.2 Price Evaluation

If the Council suspects that there has been an error in pricing, the Council reserves the right to seek such clarification as it considers necessary from the Tenderer.

It is the Tenderer's responsibility to ensure that the Tender is arithmetically correct, prior to submission. The Tenderer will be informed of any arithmetical errors and be given an opportunity of confirming their offer or amending it to correct genuine errors.

The tender priced submissions will be separately evaluated as part of the tender evaluation. Individual priced components will be summarised into a tender figure for the whole of the service and for the full 1 year duration. Note: A 6 month break point exists when performance and achievement of outcomes will be reviewed and, on the basis of findings, decisions will be taken to either continue to full term or cease the contract.

Unacceptably low or high tenders may be discarded. A tender will be assumed to be unacceptably (abnormally) low if, in comparison with the Client's preliminary estimate and of all tenders submitted, it seems to be abnormally low by not providing a margin for a normal level of profit, and the tenderer cannot explain the price/price breakdown on the basis of the delivery, or the technical solution proposed.

3.2 Price Evaluation (Cont'd)

The Tender Price Submission will be independently evaluated by the Price Evaluation Team; the lowest acceptable price will be awarded one hundred points. For all other submissions, one point will be deducted for each percentage point by which the submission exceeds the lowest. These points will then be transferred to the 'Price/Quality Evaluation Summary' (Attachment A to Section 2). The 'Price Points' will be multiplied by the 40% weighting to arrive at the 'Price Score'.

3.3 Tender Quality Evaluation

The tender quality evaluation comprises a two stage process:

- Stage One – Tender Questionnaire Pre-qualification – Not used in the evaluation of tenders
- Stage Two – Tender Questionnaire Submission - 60% towards the quality evaluation of tenders
- Stage Three – Interviews – 40% towards the quality evaluation of tenders

3.4 Stage One – Tender Questionnaire Pre-Qualification

The evaluation of this Section will be on a Pass/Fail basis and only those applications achieving a Pass will proceed to Stage Two. The Pre-Qualification concentrates on organisation information, financial information, insurances, health and safety and safeguarding requirements. A Pass will be achieved by meeting the minimum criteria stated in the Pre-Qualification Section of the Tender Questionnaire.

3.5 Stage Two – Tender Questionnaire Submission

The tender evaluation for this contract is based on and covers the following 3 main areas of the outcomes required for this service:

- Technical Capacity
- Contract Management
- Social Value

The weightings for these areas have been set to reflect their respective levels of importance.

The tender questionnaire Submission will be scored by a Quality Evaluation Team; each team member will independently mark the submissions. The evaluation team will then meet to agree a 'moderated' score for each question to arrive at the 'Quality Points' per question. The Total Questionnaire Quality points per tenderer will be multiplied by 60% to arrive at the Tenderer's total questionnaire quality score. This will be inserted onto the 'Price/Quality Evaluation Summary'

3.6 Stage Three – Interviews

All tenderers will be invited to the interview stage which will involve tenderer presentations and the posing of formal interview questions. The subject of the presentation has yet to be determined. Interview questions will be predetermined to further interrogate the tenders of the Tenderers and address any perceived gaps/issues.

The presentations and interviews will be scored according to the content/standard of responses/information provided. The Tenderer’s interview scores will be multiplied by 40% to arrive at the Tenderer’s interview quality score. This will be inserted onto the ‘Price/Quality Evaluation Summary’

3.7 Tender Price/Quality Evaluation Summary

The ‘Price Score’ and the ‘Quality Score’ will then be totalled to arrive at the ‘Total Score’. The ‘Total Scores’ will then determine the most economically advantageous tender.

3.8 Overall Quality Evaluation Scoring Details

OVERALL SCORING DETAIL				MAXIMUM QUESTION SCORE	SCORING FACTOR WEIGHTING	MAXIMUM TOTAL WEIGHTED SCORE (A)	MAXIMUM % PER SECTION (B) ((A)/300)*60
SECTION	1	ORGANISATION INFORMATION	INFORMATION ONLY				
SECTION	2	FINANCIAL AND INSURANCES	PASS/FAIL				
SECTION	3	HEALTH AND SAFETY	PASS/FAIL				
SECTION	4	SAFEGUARDING	PASS/FAIL				
SECTION	5	PREMIER SUPPLIER PROGRAMME	PASS/FAIL				
SECTION	6	TECHNICAL CAPACITY	60%				
	6.1	SERVICE DELIVERY METHODOLOGY					
	6.2	OUTCOME MEASURES AND TARGETS					
SECTION	7	CONTRACT MANAGEMENT					
	7.1	CONTRACT MANAGEMENT					
SECTION	8	SOCIAL VALUE					
	8.1	CONTRIBUTIONS TO SOCIAL					

		VALUE					
SECTION	9	INTERVIEWS					

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3. TENDER EVALUATION (Cont'd)

Example Calculation Tenderer A

SECTION	6	TECHNICAL CAPACITY	60%	Tenderers Score	Scoring Factor Weighting	Total Weighted Score (A)	% Per Section (B) ((A)/300)*60
	6.1	SERVICE DELIVERY METHODOLOGY					
	6.2	OUTCOME INDICATORS AND TARGETS					
SECTION	7	CONTRACT MANAGEMENT		Tenderers Score	Scoring Factor Weighting	Total Weighted Score (A)	% Per Section (B) ((A)/75)*15
	7.1	CONTRACT MANAGEMENT					
SECTION	8	SOCIAL VALUE		Tenderers Score	Scoring Factor Weighting	Total Weighted Score (A)	% Per Section (B) ((A)/125)*25
	8.1	CONTRIBUTIONS TO SOCIAL VALUE					
INTERVIEWS		Presentation					
		Question 1					
		Question 2					
		Question 3					
TOTAL SCORE							

TENDER QUESTIONNAIRE

**(Incorporating Stage One – Pre-Qualification Questionnaire and
Stage Two – Tender Questionnaire)**

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STAGE ONE – PRE-QUALIFICATION QUESTIONNAIRE

SECTION 1: ORGANISATIONAL INFORMATION

This section must be completed. It is for information and will not be scored.

The term ‘Organisation’ in this questionnaire refers to all joint partnership/consortium members. Each Organisation is required to contribute to the information/method statements put forward, so that a comprehensive answer is presented on behalf of the Tenderer. Collectively, each entity submitting a tender (whether it is a single organisation or a joint partnership/consortium) is referred to as a Tenderer.

FOR INFORMATION ONLY

The Questions:

1.1 Name of Organisation
1.2 Contact Details Name: Position: Address: Telephone number: Mobile: E-mail: Website: Facsimile:

1.3 Are you or is your organisation a:

- Sole trader?
- Partnership?
- Limited Liability Partnership?
- Private Limited Company?
- Charity/Voluntary Organisation?
- Social Enterprise?
- User Led Organisation?
- Black and Minority Organisation?
- Owned or Managed by Disabled Person?
- Owned or Managed by Women?
- Other –Please specify

1.4 Date organisation was formed/started trading:

1.5 If your organisation is a limited liability partnership, private limited company, public limited company or charity please supply:

Company/Charity Registration Number:

Date of Registration:

Registration Address:

1.6 Does any member of your organisation have a relative(s) who is employed by Barnsley MBC/NPS Barnsley Ltd/is an elected member of the Council?

Yes:

No:

If yes please give details:

1.7 Is your organisation registered under the Data Protection Act 1998?

Yes:

No:

If yes please provide your Registration Number:

1.8 Is your organisation registered for VAT?

If so, please provide VAT registration number.

Yes:

No:

1.9 Main Supplier/sub-contractors/joint partnership

Please tick the box below which applies

(a) Your organisation is tendering to provide the services without using third parties

(b) Your organisation is tendering in the role of Main Provider and intends to use third parties to provide some services

(c) The application is being made as a joint partnership or consortium application

Please list the intended partners or consortia for the tender (if currently known):		
Organisation/Department Name	Organisation address and contact details	Service provision responsibility

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SECTION 2: FINANCIAL INFORMATION

The information provided in this section will be used to assess your financial position and therefore suitability for the contract.

QUESTIONS IN THIS SECTION ARE MANDATORY AND WILL CONSTITUTE PASS/FAIL

2.1 Financial Standing:

A basic financial reference will be carried out for all applicants. A satisfactory basic financial reference will constitute a 'Pass'.

Note: Tenderers do not need to provide any information with their tender bid. However, if a basic financial reference raises anomalies, the Council reserves the right to request and receive a copy of the most recent, unabbreviated financial accounts, including those of any ultimate parent company, that cover the last two years of trading or for the period available (if trading for less than two years), if this is deemed necessary by the Council's Financial Section

Please tick the box below to indicate that you are willing to provide the unabbreviated financial accounts described above as a priority if needed. Alternatively, where this information is not available in an audited form, eg for a new company, please indicate that you are willing to provide as much of the following information as possible:

- Interim and/or draft accounts
- Bankers statements and references
- Accountants references
- Management accounts
- Financial projections, including cash flow forecasts

Yes:

No:

SCORE = PASS/FAIL

2.2 Insurances:

Please indicate whether you have or would be willing to take out the following levels of insurance protection that fulfils Barnsley MBC's standard insurance requirements.

Insurance	Level of Cover	Currently Hold	Willing to Provide
Employer's Liability	£10 million		
Public Liability	£5 million		

If you currently hold these levels of insurance, please complete Appendix 2 in Section 3

(Note: If the successful Service Provider has ticked 'Willing to Provide', it must complete and provide Appendix 2 in Section 3, prior to Contract award. Failure to do so will mean the Council will award to the next Service Provider without delay)

SCORE = PASS/FAIL

SECTION 3: HEALTH AND SAFETY ACCREDITATION

Barnsley MBC will require all Service Providers to be accredited under one of the Safety Schemes in Procurement (SSIP)

<http://www.ssip.org.uk/index.html>

QUESTIONS IN THIS SECTION ARE MANDATORY AND COMPLIANCE OR OTHERWISE WILL CONSTITUTE PASS/FAIL

3.1 Is your organisation SSIP or equivalent accredited?

Yes (please provide certificate showing accreditation):

No:

Applied (evidence must be provided):

(Note: If the successful Service Provider has ticked 'Applied', it must be registered and approved under SSIP prior to Contract award. Failure to be so would mean the Council would award to the next Service Provider without delay)

If 'no' to question 3.1, the application will fail

SCORE = PASS/FAIL

SECTION 4: SAFEGUARDING

QUESTIONS IN THIS SECTION ARE MANDATORY AND COMPLIANCE OR OTHERWISE WILL CONSTITUTE PASS/FAIL

4.1 Please demonstrate that your organisation's has a policy to ensure compliance with safeguarding legislation

It is essential that the service provider is aware of the legislation regarding safeguarding and can ensure compliance with such legislation, particularly since its employees will be in contact with children and vulnerable adults, sometimes in their homes, as part of delivering this service.

Employees may be working alone so it is vital that the service provider has satisfactory policies in place to ensure their staffs are safe when working alone.

Safeguarding Policy

Yes:

No:

Lone Worker Policy

Yes:

No:

NOTE: Copies of the policies are to be provided

If you answer 'no' to any of the questions in 4.1, the application will fail

SCORE = PASS/FAIL

SECTION 6: PREMIER SUPPLIER PROGRAMME

IS MANDATORY AND COMPLIANCE OR OTHERWISE WILL CONSTITUTE A PASS/FAIL

To help the Council meet the requirements of the Prompt Payment Code, achieve its corporate priority with regards to supporting the economy and also the agenda to trade electronically, the Council has launched a Premier Supplier Programme. Further details can be found at http://response.oxygen-finance.com/BarnsleyCouncilPSP_Homepage

How does the Programme Work?

The Council's standard payment terms are 30 days from the receipt of a valid invoice. Joining the Premier Supplier Programme means that all invoices will be paid as soon as the Council is satisfied that the applicable goods / services have been provided for that invoicing period.

This early payment attracts a rebate which is automatically calculated on the payment date and then deducted from each invoice value at the point of payment. The maximum amount deducted from the invoice value is 1.25% for payment on day 7 and thereafter reducing on a sliding scale to nil on day 30.

For the avoidance of doubt the "payment date" is the date on which the payment leaves the Council's bank account and not the date it arrives in the suppliers' bank account)

Are you already a member of the Premier Supplier Programme?

Yes

No

If no are you willing to be a member of the Premier Supplier Programme?

Yes

No

SCORE = PASS/FAIL

For all revenue contracts, signing up to the Premier Supplier Programme is mandatory. Failure to be / to be willing to be a member of this Programme will result in your application not being considered further. For further details of the Programme please click here http://response.oxygen-finance.com/BarnsleyCouncilPSP_Homepage

STAGE TWO – TENDER QUESTIONNAIRE

Tenderers are required to limit their response to the following Stage Two questions in Sections 5, 6 and 7 to a total of 12 A4 sides of text/illustration/attachments. If any submission exceeds this limit, the evaluation team will stop reading the submission after the first 12 A4 sides.

Section 5 – Technical Capacity – 30%

Question 5.1

Provide details of your service delivery plan and provide CV's for the key personnel who will be directly involved in managing delivery. CV's should include experience of delivering similar work to this 'environmental enforcement' service.

Your response **should** include/cover the following:

- Resource/supply chain details/requirements, eg Whole Delivery Team (eg paid/unpaid)
- How you will integrate efficiently and effectively with the Council's core service providers to provide a seamless environmental enforcement service to residents of the Central, Dearne, North, North East and South areas
- Referee contact details to allow us to validate the 'similar experience' being cited. Only one telephone reference will be sought/secured. Provide the contact details of at least one referee to enable us to successfully source one reference during the period of tender evaluation. Reference scoring is directly linked to a series of 13 standard questions where higher levels of perceived satisfaction/performance will score higher. The reference template is scored on a scale of 0-10 according to responses given by the referee (Reference Template is attached at Appendix (i)).

Score	Score Standards	Specification
5	Excellent	CV(s) provided include relevant experience of delivering this type of service. The reference score is 70 or above and the plan clearly covers both of the remaining points required.
3	Good	CV(s) provided include relevant experience of delivering this type of service. The reference score is 60 or above and the plan clearly covers 1 of the 2 remaining points required.
1	Poor	CV(s) provided include relevant experience of delivering this type of service. The reference score is 50 or above but the plan does not cover any of the 2 remaining points required
0	Unacceptable	CV(s) provided do not include relevant experience of delivering this type of service. The reference score is less than 50 or no reference was provided/obtained; and/or the plan does not cover the resourcing/supply chain information.

15% of the overall score

Question 5.2

Based on your proposal and with reference to the indicative list of measures for evidencing achievement of outcomes at Section 1, paragraph 9.2, Table 1 of the Specification, please list your proposed outcome measures, targets and methodology for capturing the data to evidence/prove achievement of outcomes.

Your response should:

- List the outcome measures you would use
- Suggest realistic targets for each of the outcome measures you have listed
- Describe how you will establish baselines from which to measure level of achievement
- Describe how you will collect and measure the data

Score	Score Standards	Specification
5	Excellent	Response covers the four areas listed and outlines additional areas which contribute to evidencing achievement of the outcome indicators listed
4	Good	Response covers the four areas listed
3	Average	Response covers three of the areas listed
2	Below Average	Response covers two of the areas listed
1	Poor	Response covers one of the areas listed
0	Unacceptable	Response does not cover any of the areas listed

15% of the overall score

Section 6 – Contract Management – 15%

Question 6.1

Please with reference to Clauses 13 and 14 of the Specification, Section 1, how you will manage this contract successfully. The response should cover as a minimum:

- Progress Meetings
- Evidence based reports to be produced and issued
- Problem reporting and resolution, eg potential delays
- Channels of communication
- Forecasting spend and financial management

Score	Score Standards	Specification
5	Excellent	Response provided takes into account Clauses 13 and 14 of the specification and covers all the areas listed.
4	Good	Response provided takes into account Clauses 13 and 14 of the specification and only covers four the areas listed
3	Average	Response provided takes into account Clauses 13 and 14 of the specification and only covers three the areas listed
2	Below Average	Response provided takes into account Clauses 13 and 14 of the specification and only covers two the areas listed
1	Poor	Response provided takes into account Clauses 13 and 14 of the specification and only covers one the areas listed
0	Unacceptable	Response provided does not take into account Clauses 13 and 14 and/or does not cover any of the areas listed.

15% of the overall score

Section 7 – Social Value – 15%

Question 7.1

With reference to Clause 5 of the Specification, Section 1, provide a proposal that describes how you will deliver these activities so that the five outcomes listed in Section 9 of the Specification Section 1 (which capture our social value aspirations) will be achieved.

Your response **must** provide a clear rationale behind how your approach to service delivery will contribute to achievement of each individual outcome, and why. It should also address the following:

- Reference to documentary evidence that your approach to service delivery will contribute to achieving the outcomes
- Any additional activities you would recommend undertaking, why and what outcomes will they contribute to achieving
- How local knowledge and intelligence has been used to inform your proposal/approach
- How can you ensure that no one group is disproportionately targeted and that all groups are treated equally and fairly

Score	Score Standards	Specification
5	Excellent	Provides a description of how each individual outcome will be achieved through service delivery and why, together with a detailed response to the additional points
4	Good	Provides a description of how 4 of the 5 individual outcomes will be achieved through service delivery, and why, together with a detailed response to 2 out of 3 of the additional points.
3	Average	Provides a description of how 3 of the 5 individual outcomes will be achieved through service delivery, and why, together with a detailed response to 1 out of 3 of the additional points.
2	Poor	Provides a description of how 2 or less of the 5 individual outcomes will be achieved through service delivery, and why, together with a detailed response to 1 out of 3 of the additional points.
0	Unacceptable	Does not provide a description of how any of the individual outcomes will be achieved through service delivery. None of the additional points are covered

10% of the overall score

Question 8.2

Please tell us what proportion of your tender figure you expect to spend within the Barnsley Borough and how you will evidence this in no more than one side of A4.

Score	Score Standards	Specification
5	Excellent	<u>80% or above</u> of the tender figure is to be spent within the Barnsley Borough and the suggested evidence will demonstrate this
4	Good	<u>Between 70% and 79.99%</u> of the tender figure is to be spent within the Barnsley Borough and the suggested evidence will demonstrate this
3	Average	<u>Between 60% and 69.99%</u> of the tender figure is to be spent within the Barnsley Borough and the suggested evidence will demonstrate this
2	Below Average	<u>Between 50% and 59.99%</u> of the tender figure is to be spent within the Barnsley Borough and the suggested evidence will demonstrate this
1	Poor	<u>Between 40% and 49.99%</u> of the tender figure is to be spent within the Barnsley Borough and the suggested evidence will demonstrate this
0	Unacceptable	<u>Below 40%</u> of the tender figure is to be spent within the Barnsley Borough and the suggested evidence will demonstrate this, or the suggested evidence put forward will not demonstrate spend levels

5% of the overall score

STAGE THREE – INTERVIEWS

Need to complete this section

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ATTACHMENT A
PRICE/QUALITY EVALUATION SUMMARY

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ATTACHMENT A

ENVIRONMENTAL ENFORCEMENT

PRICE/QUALITY EVALUATION SUMMARY

TENDERER	PRICE POINTS	PRICE SCORE X 40% (A)	TENDER QUESTIONNAIRE POINTS	TOTAL QUALITY POINTS	QUALITY SCORE X 60% (B)	TOTAL SCORE (A) + (B)	RANKING
Tenderer A							
Tenderer B							
Tenderer C							
Tenderer D							
Tenderer E							
Tenderer F							

PRICE EVALUATION

SUMMARY OF PRICES

	<u>PRICE</u>	<u>PRICE POINTS</u>	<u>EVALUATORS SIGNATURE</u>	<u>DATE</u>
Tenderer A
Tenderer B
Tenderer C
Tenderer D
Tenderer E
Tenderer F

APPENDIX (i)
REFERENCE TEMPLATE

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AREA COUNCIL - ENVIRONMENTAL ENFORCEMENT SERVICE

ADVERTISING AND SELECTION OF TENDERERS (BARNSELY MBC CONTRACTS) – RECORD OF TECHNICAL REFERENCES – GOODS, WORKS AND SERVICES

OBTAINED FROM			
Name		Date	
Company		Tel No	
Email		Fax No	

The supplier that you are providing a reference for has confirmed that the project to be detailed below relates to one of the following areas, please tick the criteria which your scheme covers.

AREAS/CRITERIA	Please Tick (✓)
• Delivering environmental enforcement services	
• Delivering/Supporting employment/training/volunteering opportunities	

1 – PROJECT DETAILS	
Supplier	
Project Title	
Project Description (<i>brief details</i>)	
Completion Date/Contract period	
General Comments	

Please complete all questions by placing a tick in the appropriate box. If any boxes are left blank, a score of zero will be given to that question.

2 – PROJECT PERFORMANCE	Excellent	Good			Average			Acceptable			Unacceptable	N/A
	10	9	8	7	6	5	4	3	2	1	0	
Technical competence												
Project organisation, resources and supervision												
Response to Client's Instructions												

ADVERTISING AND SELECTION OF TENDERERS (BARNSELY MBC CONTRACTS) – RECORD OF TECHNICAL REFERENCES – GOODS, WORKS AND SERVICES (CONT'D)

2 – PROJECT PERFORMANCE	Excellent	Good			Average			Acceptable			Unacceptable	N/A
	10	9	8	7	6	5	4	3	2	1	0	
Management of Sub-Suppliers												
Consideration for Public												
Compliance with performance criteria specified in the contract												
Standard of compliance with 'Health and Safety'												
Degree of co-operation in contract monitoring												
Submission of financial invoices/ accounts												
Communication with Stakeholder												
Standard of administration												

3 – PROJECT SATISFACTION	Excellent	Good			Average			Acceptable			Unacceptable	N/A
	10	9	8	7	6	5	4	3	2	1	0	
Quality of service												
Ability to meet completion dates												
Totals (office use)												
TOTAL												
Other comments:												

Referee:

Signature: Title:

Print Name: Date:



Please send completed via e-mail copy to: procurement.barnsley@nps.co.uk

SECTION 3
PRICING SCHEDULE, FORM OF TENDER
AND APPENDICES

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LOT 1 – CENTRAL AREA COUNCIL
PRICING SCHEDULE

1. Tenderers are to price for all items included in the Service Specification and their responses to the Tender Questionnaire, for the contract duration. Tenderers are solely responsible to include all costs and will be deemed to have included all such items.
2. Tenderers are to price the Tender Breakdown and include all Spend Types (adding additional types where necessary), which will be cross-referenced to the answers given in the Tender Questionnaire.

Tender Breakdown	
Spend Type	Year One (Months 1-12) £
Staff (employed)	
Materials/Plant/Equipment*	
Accommodation*	
Vehicles*	
Supply Chain	
Training*	
(Insert as necessary)	
(Insert as necessary)	
(Insert as necessary)	
Total	£

** Other than the items listed under 'Equipment' and 'Support' in clause 6 of the Specification Section 1*

NOTE: The total should match the figure carried to the Form of Tender

**LOT 1 – CENTRAL AREA COUNCIL
PRICING SCHEDULE (Cont'd)**

Tender Breakdown		
Spend Type	Year Two (Extension 1) (Months 13-24) £	
Staff (employed)		
Materials/Plant/Equipment*		
Accommodation*		
Vehicles*		
Supply Chain		
Training*		(Year Two Total)
(Insert as necessary)		
(Insert as necessary)		
(Insert as necessary)		
Total		£

Tender Breakdown		
Spend Type	Year Three (Extension 2) (Months 25-36) £	
Staff (employed)		
Materials/Plant/Equipment*		
Accommodation*		
Vehicles*		
Supply Chain		
Training*		(Year Three Total)
(Insert as necessary)		
(Insert as necessary)		
(Insert as necessary)		
Total		£

** Other than the items listed under 'Equipment' and 'Support' in clause 6 of the Specification Section 1*

LOT 1 – CENTRAL AREA COUNCIL

PRICING SCHEDULE (Cont'd)

PAYMENT PROFILE:

1. Tenderers are required to distribute the Tender Breakdown into this Payment Profile, which will be used (if accepted by the Council) by the successful Service Provider for their monthly invoices, refer to Price and Payment Clause 18 of the Contract, contained in Section 4.
2. The Payment Profile should be split into as many Activities/Tasks as deemed necessary by Tenderers, but must include those stated, if applicable.

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Month	YEAR ONE												TOTAL £
	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
	1	2	3	4	5	6	7	8	9	10	11	12	
Activity/Tasks	£	£	£	£	£	£	£	£	£	£	£	£	
Activity 1													
Activity 2													
Activity 3													
Marketing													
Recruitment													
Attending Meetings													
Producing Reports													
(Insert as necessary)													
Anticipated Monthly Payments													

Month Activity/Tasks	YEAR TWO (EXTENSION 1)												TOTAL £
	April 1	May 2	June 3	July 4	August 5	Sept 6	Oct 7	Nov 8	Dec 9	Jan 10	Feb 11	Mar 12	
	£	£	£	£	£	£	£	£	£	£	£	£	
Activity 1													
Activity 2													
Activity 3													
Marketing													
Recruitment													
Attending Meetings													
Producing Reports (Insert as necessary)													
Anticipated Monthly Payments													

Month Activity/Tasks	YEAR THREE (EXTENSION 2)												TOTAL £
	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
	1	2	3	4	5	6	7	8	9	10	11	12	
	£	£	£	£	£	£	£	£	£	£	£	£	
Activity 1													
Activity 2													
Activity 3													
Marketing													
Recruitment													
Attending Meetings													
Producing Reports													
(Insert as necessary)													
Anticipated Monthly Payments													

LOT 2 DEARNE AREA COUNCIL
PRICING SCHEDULE

1. Tenderers are to price for all items included in the Service Specification and their responses to the Tender Questionnaire, for the contract duration. Tenderers are solely responsible to include all costs and will be deemed to have included all such items.
2. Tenderers are to price the Tender Breakdown and include all Spend Types (adding additional types where necessary), which will be cross-referenced to the answers given in the Tender Questionnaire.

Tender Breakdown	
Spend Type	Year One (Months 1-12) £
Staff (employed)	
Materials/Plant/Equipment*	
Accommodation*	
Vehicles*	
Supply Chain	
Training*	
(Insert as necessary)	
(Insert as necessary)	
(Insert as necessary)	
Total	£

(Total To be carried to Form of Tender)

** Other than the items listed under 'Equipment' and 'Support' in clause 6 of the Specification Section 1*

NOTE: The total should match the figure carried to the Form of Tender

**LOT 2 – DEARNE AREA COUNCIL
PRICING SCHEDULE (Cont'd)**

Tender Breakdown	
Spend Type	Year Two (Extension 1) (Months 13-24) £
Staff (employed)	
Materials/Plant/Equipment*	
Accommodation*	
Vehicles*	
Supply Chain	
Training*	
(Insert as necessary)	
(Insert as necessary)	
(Insert as necessary)	
Total	£

**(Year Two
Total)**

Tender Breakdown	
Spend Type	Year Three (Extension 2) (Months 25-36) £
Staff (employed)	
Materials/Plant/Equipment*	
Accommodation*	
Vehicles*	
Supply Chain	
Training*	
(Insert as necessary)	
(Insert as necessary)	
(Insert as necessary)	
Total	£

**(Year Three
Total)**

** Other than the items listed under 'Equipment' and 'Support' in clause 6 of the Specification Section 1*

LOT 2 – DEARNE AREA COUNCIL

PRICING SCHEDULE (Cont'd)

PAYMENT PROFILE:

1. Tenderers are required to distribute the Tender Breakdown into this Payment Profile, which will be used (if accepted by the Council) by the successful Service Provider for their monthly invoices, refer to Price and Payment Clause 18 of the Contract, contained in Section 4.
2. The Payment Profile should be split into as many Activities/Tasks as deemed necessary by Tenderers, but must include those stated, if applicable.

Month	YEAR ONE												TOTAL £
	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
	1	2	3	4	5	6	7	8	9	10	11	12	
Activity/Tasks	£	£	£	£	£	£	£	£	£	£	£	£	
Activity 1													
Activity 2													
Activity 3													
Marketing													
Recruitment													
Attending Meetings													
Producing Reports													
(Insert as necessary)													
Anticipated Monthly Payments													

Month Activity/Tasks	YEAR TWO (EXTENSION 1)												TOTAL £
	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
	1	2	3	4	5	6	7	8	9	10	11	12	
	£	£	£	£	£	£	£	£	£	£	£	£	
Activity 1													
Activity 2													
Activity 3													
Marketing													
Recruitment													
Attending Meetings													
Producing Reports													
(Insert as necessary)													
Anticipated Monthly Payments													

Month Activity/Tasks	YEAR THREE (EXTENSION 2)												TOTAL £
	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
	1	2	3	4	5	6	7	8	9	10	11	12	
	£	£	£	£	£	£	£	£	£	£	£	£	
Activity 1													
Activity 2													
Activity 3													
Marketing													
Recruitment													
Attending Meetings													
Producing Reports													
(Insert as necessary)													
Anticipated Monthly Payments													

LOT 3 – NORTH AREA COUNCIL
PRICING SCHEDULE

1. Tenderers are to price for all items included in the Service Specification and their responses to the Tender Questionnaire, for the contract duration. Tenderers are solely responsible to include all costs and will be deemed to have included all such items.
2. Tenderers are to price the Tender Breakdown and include all Spend Types (adding additional types where necessary), which will be cross-referenced to the answers given in the Tender Questionnaire.

Tender Breakdown	
Spend Type	Year One (Months 1-12) £
Staff (employed)	
Materials/Plant/Equipment*	
Accommodation*	
Vehicles*	
Supply Chain	
Training*	
(Insert as necessary)	
(Insert as necessary)	
(Insert as necessary)	
Total	£

(Total To be carried to Form of Tender)
£

** Other than the items listed under 'Equipment' and 'Support' in clause 6 of the Specification Section 1*

NOTE: The total should match the figure carried to the Form of Tender

**LOT 3 – NORTH AREA COUNCIL
PRICING SCHEDULE (Cont'd)**

Tender Breakdown	
Spend Type	Year Two (Extension 1) (Months 13-24) £
Staff (employed)	
Materials/Plant/Equipment*	
Accommodation*	
Vehicles*	
Supply Chain	
Training*	
(Insert as necessary)	
(Insert as necessary)	
(Insert as necessary)	
Total	£

**(Year Two
Total)**

Tender Breakdown	
Spend Type	Year Three (Extension 2) (Months 25-36) £
Staff (employed)	
Materials/Plant/Equipment*	
Accommodation*	
Vehicles*	
Supply Chain	
Training*	
(Insert as necessary)	
(Insert as necessary)	
(Insert as necessary)	
Total	£

**(Year Three
Total)**

** Other than the items listed under 'Equipment' and 'Support' in clause 6 of the Specification Section 1*

LOT 3– NORTH AREA COUNCIL

PRICING SCHEDULE (Cont'd)

PAYMENT PROFILE:

1. Tenderers are required to distribute the Tender Breakdown into this Payment Profile, which will be used (if accepted by the Council) by the successful Service Provider for their monthly invoices, refer to Price and Payment Clause 18 of the Contract, contained in Section 4.
2. The Payment Profile should be split into as many Activities/Tasks as deemed necessary by Tenderers, but must include those stated, if applicable.

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Month	YEAR ONE												TOTAL £
	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
	1	2	3	4	5	6	7	8	9	10	11	12	
Activity/Tasks	£	£	£	£	£	£	£	£	£	£	£	£	
Activity 1													
Activity 2													
Activity 3													
Marketing													
Recruitment													
Attending Meetings													
Producing Reports													
(Insert as necessary)													
Anticipated Monthly Payments													

	YEAR TWO (EXTENSION 1)												TOTAL £
Month	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
	1	2	3	4	5	6	7	8	9	10	11	12	
Activity/Tasks	£	£	£	£	£	£	£	£	£	£	£	£	
Activity 1													
Activity 2													
Activity 3													
Marketing													
Recruitment													
Attending Meetings													
Producing Reports													
(Insert as necessary)													
Anticipated Monthly Payments													

Month Activity/Tasks	YEAR THREE (EXTENSION 2)												TOTAL £
	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
	1	2	3	4	5	6	7	8	9	10	11	12	
	£	£	£	£	£	£	£	£	£	£	£	£	
Activity 1													
Activity 2													
Activity 3													
Marketing													
Recruitment													
Attending Meetings													
Producing Reports													
(Insert as necessary)													
Anticipated Monthly Payments													

LOT 4 – NORTH EAST AREA COUNCIL
PRICING SCHEDULE

1. Tenderers are to price for all items included in the Service Specification and their responses to the Tender Questionnaire, for the contract duration. Tenderers are solely responsible to include all costs and will be deemed to have included all such items.
2. Tenderers are to price the Tender Breakdown and include all Spend Types (adding additional types where necessary), which will be cross-referenced to the answers given in the Tender Questionnaire.

Tender Breakdown	
Spend Type	Year One (Months 1-12) £
Staff (employed)	
Materials/Plant/Equipment*	
Accommodation*	
Vehicles*	
Supply Chain	
Training*	
(Insert as necessary)	
(Insert as necessary)	
(Insert as necessary)	
Total	£

(Total To be carried to Form of Tender)

** Other than the items listed under 'Equipment' and 'Support' in clause 6 of the Specification Section 1*

NOTE: **The total should match the figure carried to the Form of Tender**

**LOT 4 – NORTH EAST AREA COUNCIL
PRICING SCHEDULE (Cont'd)**

Tender Breakdown	
Spend Type	Year Two (Extension 1) (Months 13-24) £
Staff (employed)	
Materials/Plant/Equipment*	
Accommodation*	
Vehicles*	
Supply Chain	
Training*	
(Insert as necessary)	
(Insert as necessary)	
(Insert as necessary)	
Total	£

**(Year Two
Total)**

Tender Breakdown	
Spend Type	Year Three (Extension 2) (Months 25-36) £
Staff (employed)	
Materials/Plant/Equipment*	
Accommodation*	
Vehicles*	
Supply Chain	
Training*	
(Insert as necessary)	
(Insert as necessary)	
(Insert as necessary)	
Total	£

**(Year Three
Total)**

** Other than the items listed under 'Equipment' and 'Support' in clause 6 of the Specification Section 1*

LOT 4 –NORTH AREA COUNCIL

PRICING SCHEDULE (Cont'd)

PAYMENT PROFILE:

1. Tenderers are required to distribute the Tender Breakdown into this Payment Profile, which will be used (if accepted by the Council) by the successful Service Provider for their monthly invoices, refer to Price and Payment Clause 18 of the Contract, contained in Section 4.
2. The Payment Profile should be split into as many Activities/Tasks as deemed necessary by Tenderers, but must include those stated, if applicable.

Month	YEAR ONE												TOTAL £
	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
	1	2	3	4	5	6	7	8	9	10	11	12	
Activity/Tasks	£	£	£	£	£	£	£	£	£	£	£	£	
Activity 1													
Activity 2													
Activity 3													
Marketing													
Recruitment													
Attending Meetings													
Producing Reports													
(Insert as necessary)													
Anticipated Monthly Payments													

Month Activity/Tasks	YEAR TWO (EXTENSION 1)												TOTAL £
	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
	1	2	3	4	5	6	7	8	9	10	11	12	
	£	£	£	£	£	£	£	£	£	£	£	£	
Activity 1													
Activity 2													
Activity 3													
Marketing													
Recruitment													
Attending Meetings													
Producing Reports													
(Insert as necessary)													
Anticipated Monthly Payments													

Month Activity/Tasks	YEAR THREE (EXTENSION 2)												TOTAL £
	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
	1	2	3	4	5	6	7	8	9	10	11	12	
	£	£	£	£	£	£	£	£	£	£	£	£	
Activity 1													
Activity 2													
Activity 3													
Marketing													
Recruitment													
Attending Meetings													
Producing Reports													
(Insert as necessary)													
Anticipated Monthly Payments													

LOT 5 –SOUTH AREA COUNCIL
PRICING SCHEDULE

1. Tenderers are to price for all items included in the Service Specification and their responses to the Tender Questionnaire, for the contract duration. Tenderers are solely responsible to include all costs and will be deemed to have included all such items.
2. Tenderers are to price the Tender Breakdown and include all Spend Types (adding additional types where necessary), which will be cross-referenced to the answers given in the Tender Questionnaire.

Tender Breakdown	
Spend Type	Year One (Months 1-12) £
Staff (employed)	
Materials/Plant/Equipment*	
Accommodation*	
Vehicles*	
Supply Chain	
Training*	
(Insert as necessary)	
(Insert as necessary)	
(Insert as necessary)	
Total	£

(Total To be carried to Form of Tender)
£

** Other than the items listed under 'Equipment' and 'Support' in clause 6 of the Specification Section 1*

NOTE: The total should match the figure carried to the Form of Tender

**LOT 5 – SOUTH AREA COUNCIL
PRICING SCHEDULE (Cont'd)**

Tender Breakdown	
Spend Type	Year Two (Extension 1) (Months 13-24) £
Staff (employed)	
Materials/Plant/Equipment*	
Accommodation*	
Vehicles*	
Supply Chain	
Training*	
(Insert as necessary)	
(Insert as necessary)	
(Insert as necessary)	
Total	£

**(Year Two
Total)**

Tender Breakdown	
Spend Type	Year Three (Extension 2) (Months 25-36) £
Staff (employed)	
Materials/Plant/Equipment*	
Accommodation*	
Vehicles*	
Supply Chain	
Training*	
(Insert as necessary)	
(Insert as necessary)	
(Insert as necessary)	
Total	£

**(Year Three
Total)**

** Other than the items listed under 'Equipment' and 'Support' in clause 6 of the Specification Section 1*

LOT 5 – SOUTH AREA COUNCIL

PRICING SCHEDULE (Cont'd)

PAYMENT PROFILE:

1. Tenderers are required to distribute the Tender Breakdown into this Payment Profile, which will be used (if accepted by the Council) by the successful Service Provider for their monthly invoices, refer to Price and Payment Clause 18 of the Contract, contained in Section 4.
2. The Payment Profile should be split into as many Activities/Tasks as deemed necessary by Tenderers, but must include those stated, if applicable.

Month	YEAR ONE												TOTAL £
	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
	1	2	3	4	5	6	7	8	9	10	11	12	
Activity/Tasks	£	£	£	£	£	£	£	£	£	£	£	£	
Activity 1													
Activity 2													
Activity 3													
Marketing													
Recruitment													
Attending Meetings													
Producing Reports													
(Insert as necessary)													
Anticipated Monthly Payments													

Month Activity/Tasks	YEAR TWO (EXTENSION 1)												TOTAL £
	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
	1	2	3	4	5	6	7	8	9	10	11	12	
	£	£	£	£	£	£	£	£	£	£	£	£	
Activity 1													
Activity 2													
Activity 3													
Marketing													
Recruitment													
Attending Meetings													
Producing Reports													
(Insert as necessary)													
Anticipated Monthly Payments													

Month	YEAR THREE (EXTENSION 2)												TOTAL £	
	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar		
	1	2	3	4	5	6	7	8	9	10	11	12		
Activity/Tasks	£	£	£	£	£	£	£	£	£	£	£	£	£	
Activity 1														
Activity 2														
Activity 3														
Marketing														
Recruitment														
Attending Meetings														
Producing Reports														
(Insert as necessary)														
Anticipated Monthly Payments														

Tender Breakdown - Lot Totals					
	Year one total (£)	Year two Total (£)	Year three Total (£)	Total (years one to three) (£)	
Lot 1 – Central Area					
Lot 2 – Dearne Area					
Lot 3 – North Area					(Grand Total)
Lot 4 – North East Area					
Lot 5 – South Area					
Totals					£

Grand Total – to be carried forward to the form of tender

BARNSELY METROPOLITAN BOROUGH COUNCIL

FORM OF TENDER

SERVICE: **ENVIRONMENTAL ENFORCEMENT SERVICES
AREA COUNCILS**

SERVICE REF: 07-17-16-1-1115

I/We, the undersigned, hereby offer and undertake to carry out the whole of the Services required to be done in the execution of the above mentioned Service, including the provision of all materials, tools and plant, implements and labour in accordance with the Services Specification Tender Documentation and to comply in all respects with the Barnsley Metropolitan Borough Council's Contract Procedure Rules with respect to Contracts for the sum of: (in words)

_____ (£ _____)

I/We confirm that I/We have the capability and resources to meet all requirements of the brief in terms of quality, cost and time.

I/We agree to the above Tender being valid for 90 days

I/We understand that you are not bound to accept the lowest or any Tender received and that Barnsley Metropolitan Borough Council will not be responsible for any expense incurred in preparing this Tender

Dated this _____ day of _____ 2015 _____

Signed _____ on behalf of

Company, Firm etc. _____

Address _____

Telephone No: _____ Fax No: _____

Witnessed by: (Signature) _____ (Name) _____

Address _____

BARNSELY METROPOLITAN BOROUGH COUNCIL

APPENDIX 1

SUPPLY CHAIN LIST

Indicate below the Supply Chain you propose to use in delivering this service (if known):

Name of Firm (s)

Scope of Involvement

DRAFT

BARNSELY METROPOLITAN BOROUGH COUNCIL

APPENDIX 2

SERVICE PROVIDER'S INSURANCE DETAILS

(a) General Details

Project: Environmental Enforcement Service
Central, Dearne, North, North East & South

Ref: 07-17-16-1-1115

Contract sum = £.....

Service Provider's name:

Address:

.....

.....

Amount of Public Liability Insurance required: £5,000,000

Amount of Employer's Liability Insurance required: £10,000,000

Amount of Professional Indemnity Insurance Require: N/A

Name and address of Insurance Broker:

.....

.....

.....

(b) Employer's Liability Insurance Details

Company:

Policy Number:

Renewal date:

Last renewed:

Amount of Cover: £

Amount of Excess: £

Does the policy contain an indemnity to principals (if not, this shall be obtained) YES/NO

(c) Public Liability Insurance Details

Company:

Policy Number:

Renewal date:

Last renewed:

Amount of Cover: £

Amount of Excess: £

Does the policy contain an indemnity to principals (if not, this shall be obtained) YES/NO

Signed on behalf of the Service Provider's Insurance Company/Broker:
(Official Stamp if available)

Signed:

Company:

Date:

BARNSELY METROPOLITAN BOROUGH COUNCIL

APPENDIX 3

ANTI-COLLUSION CERTIFICATE – GOODS, WORKS AND SERVICES

TO: BARNSELY METROPOLITAN BOROUGH COUNCIL

I/We certify that this is a bona fide tender, intended to be competitive and that I/we have not (either personally or by anyone acting on my/our behalf)

1. Fixed the amount of the Tender (or the rate and prices quoted) by agreement with any person.
2. Communicated to anyone other than Barnsley MBC the amount or approximate amount or Terms of my/our proposed tender (other than in confidence in order to obtain quotations, professional advice or insurance necessary for the preparation of the tender).
3. Entered into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount or terms of any tender to be submitted by him.
4. Canvassed or solicited any local authority member, officer or other employee, or employee of NPS Barnsley Limited in connection with the award of this contract or tender.
5. Offered, given or agreed to give any inducement or reward in respect of this or any other local authority contract or tender.
6. We further certify that the principles described above have been or will be brought to the attention of all sub-contractors, suppliers and associated companies providing goods, services or works connected with the tender and any contract entered into with such contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

SIGNED* (1)

Status

SIGNED* (2)

Status

For and on behalf of

Date

*** Note: To be signed by the same signatories as the Form of Tender**

BARNSELY METROPOLITAN BOROUGH COUNCIL

APPENDIX 4

**TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT)
REGULATIONS 2006/ E.C ACQUIRED RIGHTS DIRECTIVE (2001/23/EC)**

CONFIDENTIALITY AGREEMENT

(name of Company etc.)

(address)

("the Service Provider")

Barnsley MBC

("the Client")

Whereas

- (1) The Client has invited the Service Provider to tender for the carrying out of The Provision of Security Services ("the Contract") subject to the Conditions of Tender and all matters contained or referred to in the Contract ("the Service").
- (2) The Service Provider has requested information from the Client with regard to the workforce presently working for the Client's existing Service Provider and the Terms and Conditions of Employment of those employees engaged by the existing Service Providers in the performance of the Service under the Contract to enable it to prepare its tender taking account any effect of the Transfer of Undertakings (Protection of Employment) Regulations 2006 and/or the Acquired Rights Directive 2001/23/EC (collectively called "the Regulations").
- (3) The Client is willing to provide such information as is provided to it by the existing Service Provider regarding the employees currently assigned to the contract and their Terms and Conditions of Employment ("the Confidential Information") in consideration of the provision by the Service Provider of the undertakings which appear in this Agreement.

Now it is agreed between the Client and the Service Provider:

- (1) That the Client shall provide the Confidential Information to the Service Provider.
- (2) In consideration of the provision of the Confidential Information by the Client the Service Provider undertakes as follows:-

(a) This Agreement shall bind the Service Provider and all of its associated companies and associates (as defined in sections 414 and 417 of the Income and Corporation Taxes Act 1988) and all officers, employees, servants, agents or professional advisors of such persons (collectively called "Relevant Persons")

(b) The Confidential Information disclosed to the Service Provider by the Client shall be treated as strictly private and confidential and the Service Provider shall take all steps necessary to prevent the Confidential Information from being disclosed or made public to any third party by any Relevant Person or from coming, by any means, into the possession of any third party.

(c) The Service Provider shall use the Confidential Information only for the preparation of any Tender it may submit for the Contract and shall not use it for any other Contract or Contracts for which the Client invites tenders for a period of 5 years.

(d) In the event that the Service Provider decides not to submit a tender or is not the successful Service Provider then all of the Confidential Information supplied by the Client (including any copies made) shall forthwith be returned to the Client.

(e) To indemnify and keep the Client at all times fully indemnified from and against any loss or disclosure of the Confidential Information and from all actions, proceedings, claims, demands, costs, awards and damages howsoever arising, directly or indirectly, as a result of any breach or non-performance by the Service Provider of any of the Service Provider's warranties, undertakings or obligations under this Agreement.

(3) In the event of any breach or non-performance by the Service Provider of this Agreement then without prejudice to any other remedy which the Client may have, any tender submitted by the Service Provider may be treated by the Client as invalid and of no effect.

(4) The Client has used its reasonable endeavours to produce as accurately as possible the Confidential Information but in no way warrants the accuracy or completeness of the Confidential Information and shall not be liable for any loss suffered as a result of the Service Provider's use thereof.

(5) The Client will not enforce this Agreement where the Confidential Information is disclosed and:-

(a) it is or becomes public knowledge in any way and the Service Provider can show that he is not in breach of the Agreement; or

(b) the Service Provider can show it was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Client and was not previously acquired by the Service Provider from the Client under an obligation of confidence; or

(c) the Service Provider obtains or has available from any person other than the Client without breach by the Service Provider or such person of any obligation of confidentiality or non-use towards the Client.

Dated this

day of

2014

SIGNATURE (1) (“the Service Provider”)
NAME AND CAPACITY:

WITNESS (a):

Name:

Address:

WITNESS (b).....

Name:

Address:

SIGNATURE (2)..... (“the Client”)
NAME AND CAPACITY:

WITNESS (a):

Name:

Address:

WITNESS (b).....

Name:

Address:

DRAFT

SECTION 4

FORM OF CONTRACT

(When required by the Council, the successful Tenderer will execute a formal agreement with the Council on the attached Terms and Conditions)

AGREEMENT FOR THE PROVISION OF SERVICES

This **Agreement** is made with effect from <insert date >(the “**Effective Date**”)

BETWEEN: *Barnsley Metropolitan Borough Council*
(the “**Commissioner**”)

AND: insert Service Provider (the “**Service Provider**”)
together referred to as the “**Parties**” or individually a “**Party**”.

Term. This Agreement will commence (on the Effective Date) and will continue until *insert date*, unless the agreement is ended by the Commissioner following the 6 month performance review and on giving the Service Provider not less than one month’s written notice following the 6 month performance review date, or terminated in accordance with Clause 21 of the Conditions (“**the Term**”).

Services. The services to be provided by the Service Provider to the Commissioner shall be as set out in Schedule 1 (“**the Services**”).

Entire Agreement. This Agreement comprises:

- (i) This signature page
- (ii) The attached Conditions
- (iii) Schedule 1 - Services
- (iv) Schedule 2 - Services Fee
- (v) Schedule 3 – Implementation Plan

which in the event of any conflict shall take precedence in the order in which they appear above. The Agreement, effected by the signatures of the Parties below, constitutes the entire agreement between the Parties relating to the Services and supersedes all prior negotiations, representations or understandings whether written or oral. This Agreement may only be amended in writing in accordance with Clause 6 of the Conditions.

Signed on behalf of **Commissioner**

Signed on behalf of **Service Provider**

Name:.....

Name:.....

Title:.....

Title:.....

CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, save where otherwise specifically defined in this Agreement or unless the context otherwise requires the following expressions shall have the following meanings:

“Authorised Officer” means the person or persons for the time being appointed by the Commissioner as being authorised to administer the Contract on behalf of the Commissioner or such person(s) as may be nominated by the Authorised Officer to act on its behalf.

“Contract Manager” means the person or persons for the time being appointed by the Service Provider in accordance with Clause 5.3.

“Nominated Officer” means the person nominated by each Party.

“Normal Working Hours” means between the hours of <insert> on any day save Saturday, Sunday or Bank Holidays.

“Services Fee” means the fee(s) payable to the Service Provider by the Commissioner under the Agreement for the full and proper performance by the Service Provider of the Services, as set out in Schedule 2.

“Service Users” means the users of the services that the Service Provider supplies in this Agreement.

“Specification” means the specification of Services including quality and quantity as set out in *Schedule 1*.

“Staff” means all Staff employed or engaged by the Service Provider (including consultants and agency personnel) in any activity related to or connected with the provision of the Services.

1.2 A reference to the singular shall include the plural and vice versa and a reference to a gender shall include any gender.

1.3 The headings in this Agreement shall not affect its interpretation.

1.4 References to clauses, sub-clauses and Schedules are to clauses, sub-clauses and schedules of this Agreement.

2. THE SERVICES

2.1 The Service Provider shall provide the Services as set out in the Service Specification Schedule 1 and in accordance with the terms of this Contract.

2.2 In providing the Services, the Service Provider shall comply with and take into account all applicable laws, enactments, orders, regulations and other similar instruments, the requirements of any court with relevant jurisdiction and any local, national or supranational agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union.

3. SERVICE STANDARDS

3.1 The Service Provider shall deliver the Services in accordance with the Standards laid down in the Service Specification Schedule 1, the terms of this Contract and the terms of a Variation Notice, if any.

3.2 The Service Provider shall use reasonable skill and care in the performance of the Services and in accordance with generally recognised commercial good practice and best practice industry standards.

3.3 The Service Provider shall comply in all respects to the standards and recommendations by the Authorised Officer.

4. RIGHTS OF ACCESS AND INSPECTION

4.1 The Service Users shall gain access to the Services as set out in the Service Specification, Schedule 1.

4.2 The Service Provider shall allow officers of the Commissioner access to the Service Provider’s premises, records and Staff to enable the Commissioner to ascertain that the Services are being provided in accordance with the Contract and any relevant statutory provisions. The Commissioner reserves all rights to undertake unannounced visits to the Service Providers premises and/or sites where the Services are delivered where deemed necessary.

4.3 Both Parties will ensure that they will comply with the Health and Safety Act 1974 and all other applicable legal requirements and standards relating to the health and safety of those individuals performing the Services are met.

5. AUTHORISED OFFICER

5.1 The Commissioner shall appoint an Authorised Officer to act on behalf of the Commissioner for all purposes connected with the Contract. Details of that person are notified to the Service Provider.

5.2 The Commissioner shall forthwith give notice in writing to the Service Provider of any change in the identity, address and telephone numbers of the person appointed as Authorised Officer. The Commissioner shall use reasonable endeavours to give notice to the Service Provider before changing its Authorised Officer.

5.3 The Service Provider shall appoint a Contract Manager/s to act on behalf of the Service Provider for all purposes connected with the Services and this Contract. Details of the person must be notified to the Commissioner.

5.4 The Service Provider shall forthwith give notice in writing to the Commissioner of any change in the identity, address and telephone numbers of the person appointed as Contract Manager. The Service Provider shall notify the Commissioner before changing its Contract Manager/s.

6. SERVICE PROVIDER'S STAFF

6.1 The Service Provider shall employ sufficient properly trained, suitably qualified and experienced Staff and shall ensure that such Staff have supplied proper prior employment references and shall further ensure that any specific requirements outlined in the Service Specification Schedule 1 are met.

6.2 The Service Provider's Staff employed in respect of the provision of the Services shall at all times exercise due care and diligence and respect, in the execution of their duties and the Service Provider shall ensure that such persons are fully, properly and sufficiently

instructed and supervised with regard to the provision of the Services.

6.3 Any staff involved in training should hold as a minimum a Preparing to Teach in the Life Long Learning Sector (PTLLS) qualification.

7. DISCLOSING AND BARRING SERVICE – (DBS) Clause Not Used

8. SAFEGUARDING

8.1 The Service Provider to ensure they are compliant with the Safeguarding Adults Procedures for South Yorkshire and Safeguarding Child Protection Procedures for South Yorkshire in order to promote and safeguard the health and wellbeing of vulnerable adults in their care.

8.2 The Service Provider should identify an appropriate Safeguarding Manager who will ensure that all staff employed by the Service Provider are appropriately trained in the recognition of adult abuse and child abuse and procedural reporting requirements.

8.3 The Service Provider shall ensure that Safeguarding training is implemented, monitored and evidenced by a training matrix to include all staff.

8.4 If there are any concerns regarding the safeguarding of a vulnerable adult, then the Service Provider shall ensure that a safeguarding referral is sent to the Safeguarding Adult Protection Inbox (adultprotection@barnsley.gov.uk) within 24 hours.

8.5 The Service Provider to adhere to all Safeguarding Adults procedural timeframes as outlined in the South Yorkshire Safeguarding Adults procedures.

8.6 If there are any concerns regarding the safeguarding of children, then the Service Provider shall ensure that a safeguarding referral is sent to the Safeguarding Children Inbox (safeguardingunit@barnsley.gov.uk) within 24 hours.

8.7 The Service Provider to adhere to all Safeguarding Children procedural timeframes as outlined in the South Yorkshire Child Protection procedures.

8.8 Where necessary the Service Provider shall make a decision as to whether a staff member is suspended while investigations into safeguarding adults and or safeguarding children concerns are made. Dependent upon the level of risk identified and if the member of staff is not suspended, then the Service Provider should ensure safeguards are in place to maintain the welfare of a vulnerable victim.

9. DEPRIVATION OF LIBERTIES SAFEGUARDS (DOLS)

9.1 The Service Provider is deemed to be a Managing Commissioner as defined in the Mental Capacity Act 2005 and as such is responsible for complying with deprivation of liberty for any Service User who may come within the scope of the Deprivation of Liberty Safeguards (DOLS).

9.2 The Service Provider shall co-operate fully with any Commissioner initiative to raise awareness of the importance of the Deprivation of Liberties Safeguards (DOLS) including but not limited to ensuring that its Manager attends training events and conferences relating to the Deprivation of Liberties Safeguards (DOLS) when invited to do so, in the expectation that information or knowledge acquired at such events will be cascaded to or shared with Staff as part of their continued training and development.

9.3 The Service Provider shall co-operate fully with any Commissioner process for monitoring the effective implementation of the Deprivation of Liberties Safeguards (DOLS) as an integral part of a wider monitoring of Service provision including but not limited to an inspection of any records kept in relation to Staff training and associated workforce matters and any records kept in relation to the health, safety and well-being of Service Users cared for by the Service Provider within the requirements of the Data Protection Act 1998.

10. PERFORMANCE MONITORING

10.1 The Service Provider shall comply with the Performance Monitoring arrangements as set out in the Service Specification Schedule 1.

11. COMPLIANCE

11.1 The Service Provider shall comply with and supply the Commissioner with written evidence demonstrating how it meets its obligations to both Service Users and its employees/volunteers in respect of the Sex Discrimination Act 1975; the Race Relations Act 1976; the Disability Discrimination Act 1995; the Race Relations (Amendment) Act 2000; Employment Equality (Religion and Belief) Regulations 2003; Race Relations Act 1976 (Amendment) Regulation 2003; Civil Partnerships Act 2004; Gender Recognition Act 2004; Disability Discrimination (Amendment) Act 2004, and Carers (Equal Opportunities) Act 2004; Racial and Religious Hatred Act 2006; Equality Act 2006; Employment Equality (Age) Regulation 2006, Mental Capacity Act 2005, Deprivation of Liberties Safeguard 2009 (DOLS) in respect of Service provision and workforce matters.

11.2 The Service Provider shall co-operate fully with any Commissioner initiative to raise awareness of the importance of Equality and Diversity including but not limited to ensuring that its Manager attends training events and conferences relating to Equality and Diversity when invited to do so in the expectation that information or knowledge acquired at such events will be cascaded to or shared with Staff as part of their continued training and development.

11.3 The Service Provider shall co-operate fully with any Commissioner process for monitoring the effective implementation of the Commissioner's Equality and Diversity Policy as an integral part of a wider monitoring of Service provision including but not limited to an inspection of any records kept in relation to Staff training and associated workforce matters and any records kept in relation to Service Users cared for or supported by the Service Provider within the requirements of the Data Protection Act 1998.

12. HUMAN RIGHTS

12.1 The Service Provider:

12.1.1 Shall comply with the Human Rights Act 1998 (HRA) as if it were a 'Public Commissioner' within the meaning of the legislation;

12.1.2 acknowledges that it is unlawful to exercise functions deemed to be of a public nature in a way that is incompatible with those rights contained in the European Convention of Human Rights and incorporated into English Law by the HRA;

12.1.3 shall throughout the duration of this Agreement and at their own cost be subject to the same duty in respect of HRA in the same way as if they were the Commissioner.

13. ENVIRONMENTAL REQUIREMENTS

13.1 The Service Provider shall operate and comply with and provide for the Commissioner on request a comprehensive environmental policy, which shall include details on, but are not limited to Purchasing of Goods and Services, Transport and Travel, Energy Usage, Waste and Recycling, Printing and Environmental Action Plans.

14. DATA PROTECTION ACT

14.1 Each Party, including its Staff, shall comply with the requirements of the Data Protection Act 1998 (the "DPA") in relation to the provision of the Services and shall not knowingly or negligently by any act or omission, place the other Party in breach, or potential breach of the DPA.

14.2 The Service Provider shall in accordance with the DPA be notified and shall advise the Authorised Officer of its notification reference on the Public Register of Data Controllers.

14.3 The Service Provider shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in schedule 1 to the DPA; and:

14.3.1 Provide the Commissioner with such information as the Commissioner may reasonably require to satisfy itself that the Service Provider is complying with its obligations under the DPA;

14.3.2 immediately notify the Commissioner of any breach of the security measures required to be put in place pursuant to this Clause 14; and

14.3.3 ensure that it does nothing knowingly or negligently, which places the Commissioner in breach of the Commissioner's obligations under the DPA.

14.4 The Service Provider agrees to indemnify the Commissioner against all costs that the Commissioner incurs as a result of the Service Provider's failure to comply with this Clause 14.

14.5 The Service Provider shall ensure that personal data is not transferred to a country or territory outside the European Economic Area without the prior written consent of the Commissioner.

14.6 On termination of this Contract the Service Provider shall return all personal data or destroy or dispose of it in a secure manner and in accordance with any specific instructions issued by the Commissioner.

14.7 The provision of this Clause 14 shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

15. FREEDOM OF INFORMATION

15.1 The Service Provider recognises that the Commissioner is subject to legal duties which may require the release of information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 or any other applicable legislation or codes governing access to information and that the Commissioner may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this Contract in any way.

15.2 The Service Provider will assist the Commissioner to enable the Commissioner to comply with its obligations under the Freedom of Information Act 2000 or other applicable legislation governing access to information. In particular, it acknowledges that the Commissioner is entitled to any and all information relating to the performance of this Contract. In the event that the Commissioner receives a request for information under the Freedom of Information Act 2000 or any other applicable legislation governing access to information and requires the Service Provider's assistance in obtaining the information that is the subject of such request or otherwise, the Service Provider will respond to any such request for assistance from the Commissioner at its own cost and promptly and in any event within 10 days of receiving the Commissioner request.

15.3 In the event that the Commissioner receives a request for information relating to this Contract under the Freedom of Information Act 2000 or any other applicable legislation governing access to information, the Commissioner shall be entitled to disclose all information and documentation (in whatever form) as necessary to respond to that request in accordance with the Freedom of Information Act 2000 or other applicable legislation governing access to information, save that in relation to any such information that is exempted or excepted information, the Commissioner shall use reasonable endeavours to consult the Service Provider as soon as reasonably practicable and shall not:

15.3.1 Confirm or deny that the information in question is held by the Commissioner, or

15.3.2 disclose the information requested, to the extent that in the Commissioner's sole opinion (including on any question where relevant of the public interest) (having taken into account the views of the Service Provider) an exemption or exception should be applied in accordance with the relevant section of the Freedom of Information Act 2000 or the Environmental Information Regulations in the circumstances.

16. TRANSPARENCY

16.1 The parties acknowledge that, notwithstanding any provisions to the contrary, the text of this Contract and any Schedules to this Contract, is not Confidential Information. The Commissioner shall be responsible for determining in its absolute discretion whether any part of the Contract or its Schedules is exempt from disclosure in accordance with the provisions of the Act.

16.2 Notwithstanding any other term of this Contract, the Service Provider hereby gives its consent for the Commissioner to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public in whatever form the Commissioner agrees.

17. REPUTATION OF THE COMMISSIONER AND PUBLIC SERVICE CONSIDERATIONS

17.1 The Service Provider shall not, and shall use its reasonable endeavours to procure that its Staff shall not, knowingly do or omit to do anything in relation to this Contract or their other activities which may bring the standing or reputation of the Commissioner into disrepute or attract adverse publicity to the Commissioner.

18. PRICE AND PAYMENT

18.1 The Commissioner shall pay to the Service Provider the Services Fee within 30 (thirty) days of receipt of a valid invoice ("the Due Date") submitted by the Service Provider in accordance with Schedule 2 hereof.

18.2 The Services Fee shall be exclusive of VAT which shall be payable, if applicable, by the Commissioner in addition to such Services Fee upon receipt of a valid tax invoice at the prevailing rate in force from time to time.

18.3 If payment is not made by the Due Date, in addition to its rights under the Late Payment of Commercial Debts (Interest) Act 1998, the Service Provider may cancel and/or suspend the Services unless the Commissioner shall upon written notice immediately pay for any Services provided or pay in advance for any Services ordered but not provided, all at the Service Provider's option.

18.4 All rights of set off or deduction are hereby retained by the Commissioners.

19. VARIATIONS

19.1 In the event that either Party requires a change to the Specification and/or the terms of this Agreement, that Party shall immediately inform the other Party in writing. Such change(s) shall not come into effect until a written acceptance of the proposed change(s), detailing any consequential amendments, is signed by the Parties Nominated Officers.

19.2 Any variations agreed by the Parties shall be in writing and signed by the Parties Nominated Officers.

20. SUSPENSION OF THE SERVICE

20.1 If the Commissioner considers that the Service Provider is or may be in breach of its obligations under this Contract and as such the Commissioner determines that this poses potential risks to Service Users, the Commissioner shall have the right to suspend the Services wholly or in part, until any investigations are successfully concluded and in exercising this right, it shall not jeopardise in any way all other rights and remedies available to it.

20.2 Following a period of suspension as referred to above, the Commissioner may as a result of any investigation:

20.2.1 Terminate the Contract in accordance with Clause 20 below;

20.2.2 notify the Service Provider to resume the provision of the Services.

21. TERMINATION

21.1 Either Party shall be entitled to terminate this Agreement at any time during the Term by giving the other Party 6 (six) months' notice of termination.

21.2 Subject to both Parties' compliance with Clause 21.1 above either Party shall be entitled to terminate the Agreement without liability to the other Party (the Defaulting Party") by giving notice to the Defaulting Party at any time if the Defaulting Party commits a material breach of the Agreement, which in the case of a breach which is capable

of remedy shall not have been remedied or substantive steps taken to remedy such breach within 30 (thirty) days from the date of receipt by the Defaulting Party of a notice from the other Party identifying the breach and requiring its remedy.

22. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

22.1 Subject to 15 all written information and data made available by one Party ("the Disclosing Party") to the other ("the Receiving Party") hereunder is confidential ("Confidential Information") and each Party undertakes to treat such Confidential Information with the same care as it would reasonably treat its own confidential information.

22.2 Each Party shall use all reasonable endeavours to ensure that the Confidential Information is not copied or disclosed to any third party whatsoever.

22.3 Upon written request of the Disclosing Party or expiration or termination of this Agreement the Receiving Party will return to the Disclosing Party all Confidential Information not previously returned.

22.4 The obligations contained in this Clause 22 shall survive termination of this Agreement by ten (10) years.

22.5 Information shall not be considered as Confidential Information where it is:

22.5.1 Already in the public domain other than through default of the Receiving Party;

22.5.2 already in the Receiving Party's possession with no obligation of confidentiality; or

22.5.3 independently developed by the Receiving Party without reference to the Confidential Information.

22.6 Any samples, plans, drawings or information relating to the Services supplied to or specifically produced by one Party for the other, together with the copyright, design rights or any other intellectual property rights in the same, shall be the exclusive property of the Disclosing Party and shall be used solely by the Receiving Party for the purposes of this Agreement.

23. INDEMNITY AND INSURANCE

23.1 The Service Provider shall indemnify and keep indemnified the Commissioner against any loss damage or liability suffered or incurred by the Commissioner which arises directly or indirectly from the performance (including imperfect or attempted performance or non-performance) by the Service Provider of its obligations under this Contract.

23.2 The Service Provider shall effect and maintain with a reputable insurance company the following minimum insurance cover:

Employer’s liability	£10,000,000 in respect of any one claim
Public liability	£5,000,000 in respect of any one claim

23.3 The Service Provider shall upon request by the Commissioner and to the satisfaction of the Commissioner produce written proof of such insurance and of the renewal of such insurance.

23.4 The Service Provider shall hold adequate insurance for all vehicles used by the Service Provider and ensure that any Staff using their motor vehicles to carry Service Users and/or Carers have valid business insurance on their motor vehicles and shall produce a copy of each certificate to the Authorised Officer if requested to do so provided that if the Commissioner requests this information more often than once a year the Commissioner shall meet the Service Provider’s reasonable cost of production.

24. FORCE MAJEURE

24.1 Neither Party shall be in breach of the Agreement if there is any total or partial failure of performance by it of its duties and obligations under the Agreement occasioned by an event of force majeure (“Force Majeure”) including by way of illustration and not exclusively; any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining raw materials, energy or other supplies, labour disputes of third parties of whatever nature and any other reason beyond its control.

24.2 A Party’s obligations under the Agreement shall be suspended during the

period for which the reason described in Clause 24.1 continues and as soon as it is reasonably practicable after the said reason ceases to exist that Party shall give written advice to the other Party of that fact. If such reason continues for a period of more than 60 (sixty) days either Party shall have the right to terminate the Agreement upon giving 14 (fourteen) days’ notice of termination to the other Party.

25. NOMINATED OFFICERS

25.1 As of the Effective Date, the persons or their deputies nominated by the Parties to monitor performance of the Service, to agree variations and receive notices hereunder are:

For the Commissioner:

Name: Insert name

Address: Barnsley Metropolitan Borough Council

.....

Tel: Insert

Email: Insert

For the Service Provider

Name: Insert

Address:

.....

Tel:.....

Email:.....

25.2 Either Party may change its Nominated Officer by giving reasonable notice hereunder.

26. INFORMATION AND MONITORING

26.1 The Nominated Officers shall meet formally at intervals not exceeding every 3 (three) months from the Effective Date to consider any issues arising from the operation and performance of the Agreement.

26.2 The Service Provider shall, during Normal Working Hours throughout the Term, permit the Commissioner's Nominated Officer unrestricted access to the Provider's relevant Staff, facilities and premises for the purpose of monitoring work carried out by the Service Provider in connection with this Agreement provided that the Commissioner shall have given the Service Provider two (2) Normal Working Days prior written notice.

26.3 If, at any time during the Term either Party becomes aware of any act or omission or proposed act or omission which hinders or prevents its performance of this Agreement, it shall notify the other Party of the same without delay.

26.4 The Service Provider shall on reasonable notice comply with all written requests made by Permitted Third Parties as reasonably required in connection with the performance of their functions for:

26.4.1 Entry to the Service Providers premises at any reasonable time for the purpose of inspecting the provision of the Services; and

26.4.2 information used, generated or provided under the Services, and the Service Provider shall give all such assistance and provide all such information and facilities as the Permitted Third Parties may reasonably require.

27. NOTICES

27.1 Any notice or other document to be given under the Agreement shall be in writing and shall be deemed to have been duly given if left or sent:

27.1.1 By hand; or

27.1.2 by first class post; or

27.1.3 by registered post; or

27.1.4 by facsimile or e-mail

(the electronic media) to a Party at the addresses or relevant telecommunications number for such Party or such other address or number as the Party may from time to time designate by written notice to the other for such purpose.

27.2 Any notice or other document shall be deemed to have been received by the addressee 2 (two) Normal Working Days

following the date of despatch of the notice or other document by post or where the notice or other document is sent by hand or is given by electronic media simultaneously with the delivery or transmission. To prove the giving of a notice or other document it shall be sufficient to show that it was despatched.

28. GENERAL

28.1 This Agreement is personal to the Service Provider and the Service Provider shall not assign or transfer or purport to assign or transfer to any other person any of its rights or obligations under the Agreement nor shall it sub-contract any of its rights or obligations unless that sub-contracting be with the prior written consent of the Commissioner, such consent not to be unreasonably withheld.

28.2 The rights and remedies of either Party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by such Party to the other nor by failure of, or delay by the said Party in ascertaining or exercising of any such rights or remedies or in insisting upon strict performance of any provision of this Agreement. The Party of any breach of this Agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision. No waiver of any provision of this Agreement shall be effective unless it is agreed by both Parties in writing.

28.3 The termination of this Agreement for any reason shall be without prejudice to any rights or obligations which shall have accrued or become due between the Parties prior to the date of termination.

28.4 The termination of this Agreement for any reason shall not affect the coming into force or the continuation in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

28.5 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the he provision in question shall not be affected thereby.

28.6 Nothing in this agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties.

29. REMEDIES FOR NON PERFORMANCE

29.1 In the event of a Party not performing according to the agreed terms of the Agreement, the following procedure will apply:

29.1.1 Where one Party considers that the other Party has not performed its obligations under the Agreement, that Party may request a meeting with the other Party by giving (two) weeks' notice in writing. Such meeting to include the Nominated Officers and representatives of the Parties responsible for the provision and receipt of the particular Services which have been under performed;

29.1.2 following such meeting, the Party which has not performed adequately will be given a reasonable period to resolve such non-performance to the satisfaction of the other Party.

29.2 Where the Party requesting such meeting is not reasonably satisfied that the other Party's non-performance has been resolved, that Party will have the right, at its discretion, either to resolution in accordance with Clause 30 or to termination of the Agreement in accordance with Clause 21.

30. DISPUTE RESOLUTION PROCEDURE

30.1 Where a Party agrees to resolve any dispute which arises out of this Agreement ("Dispute") by negotiation, then each Party is to be represented by a person who:

30.1.1 Is a director or person of equivalent status with a Party, and

30.1.2 has had no direct day to day involvement in the relevant matter to settle the Dispute.

30.2 If the Parties are unable to settle any Dispute by negotiation under Clause 29.1 within 30 (thirty) days of commencement of negotiations, the Parties will attempt to settle the Dispute by mediation in accordance with the Model Mediation Procedure of the Centre for Effective Dispute Resolution.

30.3 If, after Mediation the Dispute remains unresolved between the Parties, the Dispute shall be referred to and finally resolved by arbitration under the Rules of the Chartered Institute of Arbitrators.

30.4 Unless this Agreement has already been terminated, the Parties shall, notwithstanding that any Dispute is subject to the dispute resolution procedure set out in this Clause 29, continue to carry out their obligations in accordance with this Agreement.

31. NON-SOLICITATION

31.1 During the Term and for a period of 2 (two) years after termination, neither Party shall solicit any employee engaged in the provision of the Services, including in the case of the Service Provider its Staff, without the other Party's prior written consent.

32. APPLICABLE LAW

32.1 This Agreement shall be governed and construed according to English Law.

32.2 A person who is not a party to this Agreement has no rights, express or implied, under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement

33. SUB-CONTRACTING AND ASSIGNMENT

33.1 Subject to clause 33.3, neither party shall assign, novate or otherwise dispose of any or all of its rights and obligations under this agreement without the prior written consent of the other party, neither may the Service Provider sub-contract the whole or any part of its obligations under this agreement except with the express prior

written consent of the Authority [, such consent not to be unreasonably withheld].

32.2 In the event that the Service Provider enters into any Sub-Contract in connection with this agreement it shall:

(a) remain responsible to the Council for the performance of its obligations under the agreement notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;

(b) impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement and shall procure that the Sub-Contractor complies with such terms; and

(c) provide a copy, at no charge to the Council, of any such Sub-Contract on receipt of a request for such by the Council's Authorised Representative.

32.3 The Council shall be entitled to novate the agreement to any other body which substantially performs any of the functions that previously had been performed by the Council.

34 AUDIT

34.1 During the Term and for a period of [two] years after the Termination Date, the Council may conduct or be subject to an audit for the following purposes:

(a) to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this agreement) and/or the costs of all suppliers (including Sub-Contractors) of the Services [at the level of detail agreed in the Pricing Schedule (Payment)];

(b) to review the integrity, confidentiality and security of any data relating to the Council or any service users;

(c) to review the Service Providers compliance with the DPA, the FOIA, in accordance with clause 14 (Data Protection) and clause 15 (Freedom of Information) and any other legislation applicable to the Services;

(d) to review the [Service Provider's] compliance with its obligations under clauses

(e) to review any records created [during the provision of the Services];

(f) to review any books of account kept by the Contractor in connection with the provision of the Services;

(g) to carry out the audit and certification of the Council's accounts;

(h) to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources;

(i) to verify the accuracy and completeness of the Management Reports delivered or required by this agreement.

34.2 Except where an audit is imposed on the Council by a regulatory body, the Council may not conduct an audit under this clause 33 more than [twice] in any calendar year.

34.3 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.

34.4 Subject to the Council's obligations of confidentiality, the Service Provider shall on demand provide the Council and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

(a) all information requested by the above persons within the permitted scope of the audit;

(b) reasonable access to any sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and

(c) access to the Service Providers Personnel.

34.5 The Council shall endeavour to (but is not obliged to) provide at least [15] days' notice of its or, where possible, a regulatory body's, intention to conduct an audit.

34.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this agreement in any material manner by the Contractor in which case the Contractor shall reimburse the Council for all the Council's reasonable costs incurred in the course of the audit.

34.7 If an audit identifies that:

(a) the Service Provider has failed to perform its obligations under this agreement in any material manner; the parties shall agree and implement a remedial plan. If the Supplier's failure relates to a failure to provide any information to the Council about the Charges, proposed Charges or the Contractor's costs, then the remedial plan shall include a requirement for the provision of all such information;

(b) the Council has overpaid any Charges, the Service Provider shall pay to the Council the amount overpaid within [20] days. The Council may deduct the relevant amount from the Charges if the Service Provider fails to make this payment; and

(c) the Council has underpaid any Charges, the Council shall pay to the Service Provider the amount of the under-payment [less the cost of

audit incurred by the Council if this was due to a default by the Service Provider in relation to invoicing] within [20] days.

35 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT)

35.1 The Parties recognise that the Transfer of Undertakings (Protection of Employment) Regulations 1981 may apply in respect of the award of the Agreement and that for the purposes of those Regulations the undertaking concerned, or any relevant part of the undertaking, shall transfer to the Provider on the Effective Date.

35.2 The Provider shall comply with the requirements of those Regulations in respect of key personnel (who will have been employed in the undertaking, or relevant part of the undertaking, immediately before its transfer to the Provider.

35.3 The Provider shall indemnify the Commissioner against any claim made against the Commissioner at any time by any of the key personnel for breach of contract, loss of office, unfair dismissal, redundancy, loss of earnings or otherwise (and all damages, penalties, awards, legal costs, expenses and other liabilities incurred by the Commissioner) resulting from any act or omission of the Provider on or after the Effective Date, except where such claim arises as a result of any breach of obligations (whether contractual, statutory, at common law or otherwise) by the Commissioner arising or accruing before the Effective Date.]

**ON BEHALF OF BARNSELY
METROPOLITAN
BOROUGH COUNCIL**



**CENTRAL, DEARNE, NORTH, NORTH
EAST AND SOUTH AREA COUNCILS**

PROCUREMENT STRATEGY

OCTOBER 2015

ENVIRONMENTAL ENFORCEMENT

**Karen Temple
Managing Director
NPS Barnsley Ltd
PO Box 634
Barnsley
South Yorkshire
S70 9GG**



PROCUREMENT STRATEGY

ENVIRONMENTAL ENFORCEMENT – CENTRAL, DEARNE, NORTH, NORTH EAST AND SOUTH AREA COUNCILS

The Councils Corporate plan 2012-2105 sets out the following Council priorities:

- Growing the economy
- Improving people's potential and achievement
- Changing the relationship between the council and community

The aims of area governance are to:-

- Ensure people of all ages have a much greater involvement in designing services and actively participating in improving their lives
- Support the many benefits of volunteering and foster the many and diverse opportunities for residents to gain new skills and experiences through volunteering
- Ensure customer services and the citizen experience of access is improved
- Engage local communities in helping to shape the decisions and services in their neighbourhood
- Ensure the council operates fairly and demonstrates total commitment to equalities in policy and practice
- Establish new models of delivering services guided by local choice and need

A key purpose of area councils is to grow community capacity by commissioning local services and volunteering.

ENVIRONMENTAL ENFORCEMENT STRATEGY

The Central, Dearne, North, North East and South Area Councils wish to procure bespoke environmental enforcement services to tackle environmental blight through littering, dog fouling and illegal parking affecting our communities. The aims of this are to respond to locally identified priorities, encourage the public to take pride in their local environment and facilitate a change in behaviours and attitudes towards looking after the environment. The majority of residents take pride in where they live and treat their local environment and fellow residents with respect. More robust enforcement will help each area Council to isolate the small minority that disrespect their environment and fellow residents and take robust action against them to change the way they behave and make them contribute towards the costs of improving the environment in which we live.

Each Area Council will seek to maximise the impact of resources being earmarked to address environmental crime by procuring high quality proven services, and to operationally align those services to the Council's Community Safety and Enforcement Service. This arrangement is designed to achieve the

best possible value for residents by purchasing the necessary skills and expertise at an affordable price. By subsequently aligning these bespoke additional services to the existing core services provided by the Council the Area Council's will ensure that any service is delivered within the parameters of the Council's policies, with the integrity and authority it requires and within the existing operational infrastructure of the Council.

To enable a bespoke service to be delivered for each area council and for each area council to be able to manage its own contract the procurement will consist of 5 individual lots:

- Lot 1 – Central Area Council (1.5 FTE Environmental Enforcement Officers)
- Lot 2 – Dearne Area Council (1 FTE Environmental Enforcement Officer)
- Lot 3 – North Area Council (4 FTE Environmental Enforcement Officers)
- Lot 4 – North East Area Council (2 FTE Environmental Enforcement Officers)
- Lot 5 – South Area Council (4 FTE Environmental Enforcement Officers)

The same service provider will be appointed to each of the 5 lots.

The specific aims and objectives of the services are:-

- Inspire people who live and work in the Central, Dearne, North, North East and South Area Council's to 'Love Where they Live'
- Improve the local environment
- Maintain and Improve Environmental Standards
- Keep the wards clean and well maintained
- Increase the number of people engaged in voluntary activities in the community
- Increase skills and work experience at local level
- Promote employment and training opportunities within the locality
- Develop strong community networks, community self-help and resilience
- Improve physical health and emotional well-being in the area
- Link with other Area Council procured services, to support the overarching aims of area governance shown above
- A local base, easily accessible and able to deploy available resources effectively to fully comply with and deliver the requirements of this specification
- Close working relationship with the Council's Community Safety and Enforcement Service
- A service that fully complements existing 'core' environmental enforcement service provision provided by the Council's Community Safety and Enforcement Service

Contract Performance/Monitoring Requirements:-

- No disputes
- Management and mitigation of risk

- Delivery of Service within the available budget
- Effective financial reporting
- Good team working
- Safe and Healthy Environment for all
- Equality & Diversity
- Sound Contract Management
- No Complaints
- Value for Money
- Highly Satisfied Residents
- Open, accurate and timely communication

The Expected Service Outcomes are:-

- Inspire the local community to 'Love Where They Live'
 - Improve the local environment
 - Keep the wards clean, well maintained and attractive
 - Increase employment, skills and work experience at local level
- Key dates

Area Council(s) date for Specification Agreement – November 2015
Commencement of locally commissioned services – April 2016

	Annual Value	Maximum Contract Value
Lot 1 – Central Area	£42,000	£126,000
Lot 2 – Dearne Area	£28,000	£84,000
Lot 3 – North Area	£112,000	£336,000
Lot 4 – North East Area	£56,000	£168,000
Lot 5 – South Area	£112,000	£336,000

The total contract value over the maximum contract period (36 months) is £1,050,000.

- Proposed Contract Period
The contract period for each lot will be for an initial period of 12 months with options to extend for 2 further periods each of 12 months. There will be a break clause after the first 6 months to when performance and achievement of outcomes will be reviewed. Each area council will have the ability to independently exercise these options

TUPE

It is envisaged that the terms of the European Acquired Rights Directive and /or the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply

PROCUREMENT STRATEGY/ METHOD

Due to the combined value of the proposed procurement this tender is caught by Public Procurement Regulations 2015. The method of procurement for the project is therefore the open procedure route with a contract notice submitted to the Official Journal of the European Union

The activities underpinning this method of procurement comprise:

Competitive Tender:

- Draft specification, including Price & Quality Evaluation Methodology in order to award to the most economically advantageous tender
- Placing of tender advertisement (OJEU)
- Placing of YORtender advertisement
- Despatch of tender documents to providers expressing interest
- Tender Return and Evaluation
- Tender Report and Approval to Award
- Standstill Period and Feedback (10 Days)
- Tender Award/Signature of Contract

Procurement Programme (OJEU):

- | | |
|---|------------------------------------|
| • Complete drafting of Specification: | 13 th October 2015 |
| • Area Councils Approval of Specification | 23 rd October 2015 |
| • Issue OJEU advert | 30 th November 2015 |
| • Place YORtender Advert | 1 st December 2015 |
| • Issue tender documentation | 1 st December 2015 |
| • Tender Return | 5 th January 2016 |
| • Tender Evaluation | By 22 nd January 2016 |
| • Tender Report and Approval to Award | By 27 th January 2016 |
| • Standstill Period and Feedback | Ends 8 th February 2016 |
| • Issue Letter of Intent/Contract | 9 th February 2016 |
| • Contract to commence | 1 st April 2016 |

PROCUREMENT TEAM

The Procurement/Tender Evaluation Team is:

Carol Brady – Central Area Manager
Claire Dawson – Dearne Area Manager

Rosie Adams – North Area Manager
Caroline Donovan – North East Area Manager
Kate Faulkes – South Area Manager
Jenny Grant – Procurement Manager
Parking Services representative
Safer Communities representative

PROVIDER SELECTION AND TENDER EVALUATION PROCESS

The evaluation process will seek to obtain the most economically advantageous tender following a Price Quality Evaluation.

Adverts will be placed in the Official Journal of the European Union and on YORtender (BMBC's electronic supplier and contractor management system) inviting expressions of interest from Service Providers wishing to tender for the Service.

Tender quality submissions will be subject to evaluation by the Procurement/Tender Evaluation Team. It is proposed that the team is chaired by the Commissioning and Procurement Lead. All members of the Procurement/Tender Evaluation Team will evaluate and score submissions, and all elements of the submissions will be evaluated. Specialist areas of the submissions, such as finance, will be distributed to relevant specialist support officers within the Council.

Records will be maintained throughout the process that provide justification for actions/decisions taken and are fully auditable. Electronic scoring sheets (Excel) will be utilised for all stages.

Scores for each evaluator will be logged separately, together with detailed comments, and signed/dated by the relevant evaluator. Where they are adjusted, for example after discussion, the reasons should be clearly identified and initialled. Scores will be averaged for the panel, not arrived at by consensus.

All participants will be briefed on the commercial sensitivities associated with the assessment, and reminded of their obligations with regards to the management and protection of tender information.

Unsuccessful tenderers will be de-briefed in line with procurement regulations

Price: Quality Split

A Price Quality Evaluation will be utilised for the tender evaluation, to conclude final service provider selection and award the contract. To arrive at the most appropriate ratio of Price Quality, the aims and objectives, and the contract management/monitoring requirements have been consolidated and categorised according to the main drivers underpinning their achievement i.e. Price, Quality, or a combination of Price and Quality, as follows:-

Categorisation of Key Objectives and Contract Performance/Monitoring Requirements		
<u>Price</u>	<u>Quality</u>	<u>Price and Quality</u>
No Disputes	Effective team working	Delivery of Value for Money
Deliver service within available budget	Safe and Healthy Environment for All	No Complaints
Delivery of service within the available budget	Equality & Diversity	Management and Mitigation of Risk
Local base	Sound contract management	Open, Accurate and Timely Communication
Highly Satisfied Client	Effective Resident Engagement	Effective financial reporting
	Improve local environment	Close working relationship with Council's Community Safety and Enforcement
	Opportunities for Volunteers/	
	Engaged Neighbourhoods	
	Skills Development and Work Experience	
	Employment and Training Opportunities	

Of the 21 consolidated aims and objectives, and the contract performance/monitoring requirements for the service, 5nr. are derived from price, 10nr are purely from quality considerations and 6nr are derived from a combination of both. On the basis of this categorisation, it is proposed that a Price Quality ratio of 40:60 is adopted, in favour of quality.

Tender Price Evaluation

The tender priced submissions will be separately evaluated as part of the tender evaluation. Individual priced components will be summarised into a total tender figure for the whole of the service and for the duration of the contract, and arithmetically checked.

One hundred marks will be awarded to the lowest acceptable tender bid. For all other submissions, one mark will be deducted for each percentage point by which the submission exceeds the lowest. Unacceptably high bids will be those bids awarded zero marks or less. These points will then be transferred to the 'Price/Quality Evaluation Summary'. The 'Price Points' will be multiplied by the 40% weighting to arrive at the 'Price Score'

The Evaluation Criteria:

For the tender quality evaluation, criteria have been established to determine final provider selection (see below). The criteria have been cross-referenced against the key aims and objectives of the service. The weightings for the criteria have been set to reflect their respective levels of importance, and a series of questions will be set within the body of the tender documentation to test provider quality credentials in these specific areas.

Some of these criteria are for information only and some are PASS/FAIL criteria. The remaining criteria will be individually awarded a score according to the standard of information provided by the applicant.

For those criteria that constitute PASS/FAIL elements, failure will result in elimination from the process.

The various criteria are listed below, along with the proposed weightings and the presence of PASS/FAIL elements, where applicable.

The criteria are:-

<u>Tender Quality Evaluation Criteria</u>	<u>Weighting %</u>
1. Organisational Information	Information Only
2. Financial Information	PASS/FAIL
3. Health & Safety	PASS/FAIL
4. Safeguarding/Quality Accreditations	PASS/FAIL
5. Technical Capacity:- <ul style="list-style-type: none">- Proposed methodology for delivering the full scope of service and integration with Council's core service providers- CV's of persons delivering the service- Proposed Outputs, Targets and Supporting Evidence for Outputs-	30%
5. Contract Management:- <ul style="list-style-type: none">- Financial, Budget and Change Management/Reporting; customer care	15%
6. Social Value:- <ul style="list-style-type: none">- Improve the environment- Encourage and inspire people to 'Love Where they Live'- Increase skills and work experience at local level	15%

<ul style="list-style-type: none"> - Increase employment opportunities - Increase the number of people engaged in voluntary activities in the community - Engaged neighbourhoods - Local Base 	
7. Interview	40%
	100%

Tender Quality Evaluation

The tender quality evaluation comprises a three stage process:

- Stage One – Tender Questionnaire Pre-qualification – Not used in the evaluation of tenders
- Stage Two – Tender Questionnaire Submission = 60% towards the quality evaluation of tenders
- Stage Three – Interviews = 40% towards the quality evaluation of tenders

Tender Questionnaire Submission

The tender evaluation for this contract is based on and covers the following 3 main areas of the outcomes required for this service:

- Technical Capacity
- Contract Management
- Social Value

The weightings for these areas have been set to reflect their respective levels of importance.

The tender questionnaire Submission will be scored by a Quality Evaluation Team; each team member will independently mark the submissions. The evaluation team will then meet to agree a 'moderated' score for each question to arrive at the 'Quality Points' per question. The Total Questionnaire Quality points per tenderer will be multiplied by 60% to arrive at the Tenderer's total questionnaire quality score. This will be inserted onto the 'Price/Quality Evaluation Summary'

TENDER EVALUATION (Cont'd)

Interviews

All tenderers will be invited to the interview stage which will involve tenderer presentations and the posing of formal interview questions. The subject of the presentation has yet to be determined. Interview questions will be predetermined to further interrogate the tenders of the Tenderers and address any perceived gaps/issues.

The presentations and interviews will be scored according to the content/standard of responses/information provided. The Tenderer's interview scores will be multiplied by 40% to arrive at the Tenderer's interview quality score. This will be inserted onto the 'Price/Quality Evaluation Summary'

The 'Price Score' and the 'Quality Score' will then be totalled to arrive at the 'Total Score'. The 'Total Scores' will then determine the most economically advantageous tender.

Tender Price/Quality Evaluation Summary

The price scores will be transferred to the Price/Quality evaluation summary sheet. The weighted quality scores of evaluators will be averaged for each tenderer, and the average scores will also be transferred to a Price/Quality Evaluation Summary sheet.

BARNSELY METROPOLITAN BOROUGH COUNCIL

South Area Council Meeting:

23rd October 2015

Agenda Item: 8

**Report of South Area Council
Manager.**

South Area Council future commissions for 2015/16 and 2016/17

1. Purpose of Report

1.1 To provide outline costs for a range of proposed future Area Council commissions, to enable members to decide which projects merit more detailed development for 2016/17.

2. Recommendations

2.1 That members consider the outline costs for potential projects outlined in Section 5.2 of this report

2.2 That members approve the projects they would like to be taken forward for further development and commissioning in 2016/17 as outlined in Section 5.2 of this report

2.3 That members approve the broad tender costs for the re-commissioning of existing Area Council projects outlined in Section 4.4 of this report

3. Background

3.1 In September 2013, the South Area Council agreed the following priorities, which had emerged from a series of workshops at which members had analysed a range of statistical and consultation data from a variety of sources:

- Opportunities for young people
- A thriving Local Economy
- Locally available Information & Advice

A fourth priority, Improving the Local Environment was added in February 2014. This was finalised in a South Area Council Plan in September 2014, following the finalising of the first round of commissioned projects.

3.2 Three large projects were initially commissioned against these priorities, which started at various points during summer 2014 (the start dates and the months the project will deliver in the first year are listed in the table below) which meant that there would be slippage on the full year budget allocated to each project because start dates were significantly after the 1st of April in the year.

3.3 Another project (Local Business Survey) was instigated in September 2014, with 2 others (Summer Internship Programme for Young People & Funding for Tidy Team Apprentices) approved by the South Area Council in January 2015. A further project to develop local short courses for businesses arising from the Business Survey was approved by the South Area Council on 27th February 2015 and local businesses are

currently booking onto the finalised programme of courses to be run by BBIC, Northern College and Emergency Response Training to start in September 2015.

3.4 During a discussion at the meeting of the South Area Council held on 24th April 2015, and following a presentation of local datasets to members, it was agreed that the original four priorities should remain in place, and that all of its existing commissioned projects were still relevant to local need and delivering well.

3.5 It was also agreed that further discussion of additional project work to be commissioned would take place at the South Area Council meeting on 26th June 2105.

3.6 At the meeting of the South Area Council held on 26th June 2015, it was agreed by members that any discussion of future commissioning activity should be delayed until the next meeting, to be held on 4th September 2015, by which time further information about future Council budgets would be forthcoming and could inform realistic discussion.

3.7 Shortly after this meeting was held, Area Council Managers received advice from the BMBC Head of Finance that in advance of the autumn financial statement in October, no new 2 year commissions should be awarded, but that there would be no problem in commissioning and awarding 1 year+1 year contracts prior to the statement.

3.8 Following discussions at the meeting of the South Area Council held on 4th September 2015, it was agreed that the South Area Council Manager would research outline costs for the potential projects detailed in the appendices of this report, to enable members to make a decision about which of the projects they would like to develop further and prepare to commission in 2016/17.

4. Current budget situation for South Area Council

4.1 In previous papers presented to the South Area Council in April, June and September 2015, Area Council members will be aware that there is still a significant amount of the budget which has not yet been allocated. This is made up of unallocated monies from 2014/15, projects which did not start until well into the financial year which caused slippage and also income from enforcement activity.

4.2 This left **£152,672**, in addition to the **£400,000** allocation the Area Council received as its 2015/16 allocation, giving a total of **£552,672 for spend during 2015/16**.

4.3 Once the South Area Council has taken out the spend it has already committed to funding its existing projects for 2015/16, this leaves **£106,080** from the 2015/16 budget which has yet to be allocated and will carry forward into 2016/17 unless spent before the 31st March 2016.

4.4 In addition to this, the South Area Council has already decided that it would like to re-commission the following projects for 2016/17:

Project	Tender price per year
One Stop Shop	£73,950 (2% inflationary increase)
Tidy Team	£165,000 (10% increase on current cost to include implications of minimum wage & higher than anticipated waste & tipping costs)
Summer Internship Programme	£36,000 (for 50 students @£720 per student)
Tidy Team Apprenticeship costs	£24,720 (3% inflationary increase for 4 Apprentices)
Environmental Enforcement Contract	£135,092 (1.9% inflationary increase)
Total committed spend	£434,762

NB: Please note that these outline figures have been drafted through discussions with the current providers, although it is recognised that a result of the tendering process, a different provider may eventually deliver some or all of these services.

4.5 This means that of the 2016/17 allocation of **£400,000 + £106,080 carry forward** from 2015/16, this gives the South Area Council **£506,080** to spend in 2016/17

4.6 As can be seen in the table at 4.4, **£434,762** of this funding has already been allocated to the re-commissioning of existing projects on a year-on-year basis, leaving **£71,318**. However, because many of the projects will not be recommissioned until well into the financial year, the amount of actual spend during 2016/17 year will be lower. The table below shows the expected costs.

Project	Cost during 2016/17
One Stop Shop	£61,625 New contract will start June 2016
Tidy Team	£110,000 New contract will start August 2016
Summer Internship Programme	£36,000 New contract will start April 2016
Tidy Team Apprenticeship costs	£16,480 New contract will start August 2016
Environmental Enforcement Contract	£135,092 New contract will start April 2016
Total committed spend	£359,197

4.7 If spend during 2016/17 is taken into consideration, this gives the South Area Council **£146,883 of unallocated funds** to spend during 2016/17.

5. Potential project development ideas for consideration by South Area Council

5.1 At the meeting of the South Area Council held on 4th September 2015, the South Area Council Manager presented a paper with a number of options for possible future projects.

5.2 These ideas were discussed at length and it was decided that the South Area Council Manager would present a further paper to the Area Council meeting on 23rd October 2015 with outline costings for the potential projects outlined in the section below. This would enable Area Council members to decide which projects it wished to develop further with its remaining resources of **£146,883 of unallocated funding**.

Potential project	Outline costs
Provision of 100 x A3 signs 'This area is maintained by volunteers' for clean-up sites	£375
<p>Provision of open access youth services for the South Area</p> <p>Approach 1 – BMBC Integrated Youth Support Service</p> <p>Approach 2 – Forge Community Partnership</p>	<p>See Appendix 3 for detailed breakdown of both approaches</p> <p>£7 – 10,000 for summer holiday provision Awaiting costs from IYSS for ongoing provision</p> <p>£4 - 5,000 for young person led consultation programme led by existing Ward Alliance Funded Youth Partnership & Digital Media Club leading to produce full Asset Map of existing provision & gap analysis of needs to inform future commissioning</p>
Delivery of Health Asset Mapping Conference – organised by South Area Team	£1,000 to include full buffet lunch & venue costs Please see Appendix 1 for conference outline
Provision of Fire Cadet scheme for young people by South Yorkshire Fire & Rescue Service	£12,157.81 per year for 16 Cadets meeting 39 times per year NB: The costs would fall after the first year, as equipment & uniform costs would fall – see Appendix 2 for details
Provision of 1 week Achieving Respect & Confidence (ARC) course for 14 x young people at risk of offending delivered by South Yorkshire Fire & Rescue Service	£5,000 per 1 week course
Possible funding of veteran support pack & launch conference if not funded by Armed Forces Community Covenant Fund	£2,000
Total costs if all projects funded	<p>£35,532.81</p> <p>This assumes delivery of: 1 x ARC course 1 x Fire Cadet course</p> <p>This does not include the costs of ongoing delivery of youth work by either provider</p>

Appendix 1: Proposed outline for Health Asset Mapping Conference

Appendix 2: Detailed outline costs for Fire Cadet Scheme

Appendix 3: Detailed outline costs for BMBC Integrated Youth Support Services and Forge Community Partnership for open access youth work costs

Officer Contact: Kate Faulkes
South Area Council Manager

Tel: 01226 355866 / 07791 600836

Date: 13th October 2015

Proposed outline for South Area Council Health Asset Mapping Conference

Coffee and signing in
Session 1 Welcome to the event Why we're all here today Outline for the day
Session 2 What is an Asset? What is a Health & Wellbeing Asset? What is Asset Mapping & why does it matter? What are we trying to achieve today?
Workshop 1 Split into groups to look at: <ul style="list-style-type: none">• What mainstream services do we have in our Area to support Health & Wellbeing?• What voluntary and community services do we have in our Area to support Health & Wellbeing?• What other Assets do we have which support Health & Wellbeing?
Coffee break
Workshop 2 Groups working together to summarise what they have found including: <ul style="list-style-type: none">• 3 hidden stars – things we must preserve at all costs• 3 surprises – things we didn't know about before• 3 'no-brainers' – ideas for bringing people together which have come out of the sessions
Lunch break
Workshop 3 Hearing from the groups about what they've found Whole group discussion with audience members from other groups adding their own ideas and thoughts

Workshop 4

Back into groups to discuss:

- What do we want to help the South Area Council to take forward from today?
- Whose help do we need?
- Who will take these ideas forward?
- Do these ideas need money and do we know roughly how much?

Feedback session

Feedback from each group with 2 minute time limit

What next?

Particularly focus on WHO can take these ideas forward

Close and thanks

YFF - BARNLEY STATION

<u>Expenditure</u>	Weeks	Hours Per Hour	
2 x Fire Instructor Costs	39	30	£3,510.00 <u>£3,510.00</u>
<u>Set Up Expenditure</u>			
Cadets	16		
<u>Kit</u>		Price	
Uniforms		£82.00	£1,312.00
Helmets		£55.05	£880.80
Wellies		£12.50	£200.00
Gloves		£5.00	£80.00
			<u>£2,472.80</u>
<u>Regular Expenses</u>			
Equipment (set up)	1	£5,775.01	£5,775.01
Kit Laundry (6)	16	£2.50	£240.00
			<u>£6,015.01</u>
<u>Stationery</u>			
Stationery	16	£10.00	£160.00
			<u>£160.00</u>
			<u>£0.00</u>
Total Expenditure			<u><u>£12,157.81</u></u>

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Breakdown of costs for open access youth provision from BMBC Integrated Youth Support Service and Forge Community Partnership

Barnsley Council Integrated Youth Support Service

Activity	Cost
<p>Provision of summer holiday activities Roadshow 2016 for 13-19 year olds at half a day per week per ward over 6 weeks</p> <p>2 workers</p> <p>These activities could also be used for consulting young people about future provision within the South Area</p>	<p>£7,000 - £10,000 dependant on nature of activities & equipment required</p> <p>Would adapt successful model currently in use in Central Area and funded by Central Area Council</p>
<p>1 evening per week of open access youth activities in Darfield (if a suitable venue could be found) over 38 weeks</p> <p>1 lead worker and 3 other workers (this would allow up to 70 young people to attend)</p>	<p>Awaiting detailed costs from BMBC Integrated Youth Support Service</p> <p>All staff would be existing qualified sessional staff, who could support volunteers if these could be found</p>
<p>1 evening per week of open access at the Komplex at Kirk Balk over 38 weeks</p> <p>1 lead worker and 3 other workers (this would allow up to 70 young people to attend)</p>	<p>Awaiting detailed costs from BMBC Integrated Youth Support Service</p> <p>All staff would be existing qualified sessional staff, who could support volunteers if these could be found</p>

Forge Community Partnership

Activity	Cost
<p>Delivery of 4 x Asset Mapping consultation events for young people (1 per ward) to map:</p> <p>What assets do we have to help you to develop as a young person?</p> <p>What's missing and where?</p> <p>How can we help you to develop as a person & what help do you need to get there?</p>	<p>£4 – 5,000 including venue & refreshment costs, worker support, collation of report findings etc.</p>

Events to be organised & facilitated by members of existing Youth Partnership

Events to be complemented by parallel online survey of young people delivered by existing Digital Media Group

Events + survey to be pulled together by the young people (with support) into report to be presented South Area Council + which can add to findings of Check & Challenge into Youth Services in the Area

BARNSELY METROPOLITAN BOROUGH COUNCIL

South Area Council Meeting:

23rd October 2015

Agenda Item: 9

**Report of South Area Council
Manager.**

South Area Council working effectively with Ward Alliances

Please note: it was agreed at the meeting of the South Area Council held on 4th September 2015 that this item should be deferred until the next meeting on 23rd October 2015

1. Purpose of Report

1.1 To propose the introduction of an annual presentation by each Ward Alliance to the South Area Council about its progress in promoting social action and involvement within the ward and towards meeting locally identified priorities.

1.2 To propose the introduction of a process for feeding back progress on the work of Area Council projects by members as a regular standing item on Ward Alliance agendas

2. Recommendations

2.1 That the South Area Council approves the introduction of an annual presentation by each Ward Alliance as outlined in Section 3.4 of this report.

2.2 That the South Area Council agrees the process for providing information to Ward Alliances about Area Council projects from one of the options outlined in Section 3.5 of this report.

3. Background

3.1 During Spring and Summer 2015, all of the Ward Alliances undertook a self assessment exercise to come to a shared view about how well the Alliance was functioning.

3.2 Each of the three Ward Alliances [Hoyland Milton & Rockingham, Wombwell, Darfield] identified a number of areas in which development was needed and an action plan to tackle this has been produced by each Alliance supported by the South Area Team.

3.3 One of the key issues identified by all three self assessments processes was that there needed to be more information exchanged between the Area Council and the Ward Alliances, to ensure that the work being undertaken by each body against locally identified priorities was aligning as effectively as possible.

3.4 One of the suggestions made which could help this to happen was to introduce annual presentations by each of the Ward Alliances to the Area Council to include:

- The work of the Ward Alliance to engage local people in helping to meet the identified ward priorities and to promote local action and involvement
- Activities, events and projects undertaken by the Ward Alliance to contribute to this

- Activities, events and projects funded by the Ward Alliance to contribute to this
- Ideas under development by the Ward Alliance and possible areas where Area Council support may be needed in the future

3.5 In addition, the self assessment highlighted that many Ward Alliance members were unfamiliar with the Area Council and its commissioned projects, with others familiar only because they had come into contact with one of the projects through their work as a volunteer.

It is proposed that to overcome this, Ward Alliances in the South Area adopt a standing agenda item where a short verbal progress report on each of the projects is given by one of the elected members to the group.

South Area Council are asked to agree a process from one of the following options:

Option 1 – A short verbal report on the progress of each of the Area Council projects is given by the Ward Alliance Chair

Option 2 – A short verbal report as above is given by one elected member per meeting on a rota basis

The respective Community Development Officer from the South Area Team can also provide support to either option if required.

**Officer Contact: Kate Faulkes
South Area Council Manager**

Tel: 01226 355866 / 07791 600836

Date: 7th August 2015