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Tuesday, 19 September 2023

To All Board Members:

As a Member of the **Ashbourne Reborn Programme Board**, please treat this as your summons to attend a meeting on **Wednesday, 27 September 2023 at 10.00 am** in the **Council Chamber, Town Hall, Matlock, DE4 3NN**

Yours sincerely,

James McLaughlin
Director of Corporate and Customer Services

This information is available free of charge in electronic, audio, Braille and large print versions, on request.

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AGENDA

1. APOLOGIES FOR ABSENCE

Please advise the Democratic Services Team on 01629 761133 or email committee@derbyshire.gov.uk of any apologies for absence.

2. CONFIRMATION OF CHAIR AND APPOINTMENT OF VICE-CHAIR OF THE PROGRAMME BOARD

To confirm the appointment of Councillor David Hughes as Chair of the Programme Board and to propose that a Member of the Programme Board be appointed Vice-Chair.

3. PUBLIC PARTICIPATION

To enable members of the public to ask questions, express views or present petitions, **IF NOTICE HAS BEEN GIVEN**, (by telephone, in writing or by email) **BY NO LATER THAN 12 NOON OF THE WORKING DAY PRECEDING THE MEETING**. As per Procedural Rule 14.4 at any one meeting no person may submit more than 3 questions and no more than 1 such question may be asked on behalf of one organisation.

4. INTERESTS

Members of the Programme Board are required to declare the existence and nature of any interests they may have in subsequent agenda items in accordance with the District Council's Code of Conduct. Those interests are matters that relate to money or that which can be valued in money, affecting the Member, their partner, extended family and close friends. Interests that become apparent at a later stage in the proceedings may be declared at the time.

5. ASHBOURNE REBORN PROGRAMME BOARD UPDATE (Pages 3 - 78)

This report summarises activity to progress the Ashbourne Reborn Programme, highlights key programme risks and sets out next steps.

6. ASHBOURNE REBORN PROGRAMME - ADDITIONAL COMMUNICATIONS AND STAKEHOLDER ENGAGEMENT CAPACITY (Pages 79 - 86)

This report asks Members of the Programme Board to consider the establishment of an additional fixed term post of Communications Officer within the District Council's Communications and Marketing Team to deliver the Communications and Engagement Plan for the Ashbourne Reborn programme. The report also seeks Board Member endorsement of the immediate approach taken to securing short term interim capacity.

Members of the Programme Board – Councillor David Hughes (Chair), Councillor Peter Dobbs, Councillor Steve Flitter, Councillor Stuart Lees, Sarah Dines MP, Councillor Simon Spencer (Derbyshire County Council), Councillor Steve Bull (Derbyshire County Council), Tony Walker (Ashbourne Methodist Church), Anne Wright (Ashbourne Town Team), Sue Bridgett (Ashcom), Councillor Anthony Bates (Ashbourne Town Council).

NOTE

For further information about this Agenda or on "Public Participation" call 01629 761133 or email committee@derbyshiredales.gov.uk

Ashbourne Reborn Programme Board – 27 September 2023

ASHBOURNE REBORN PROGRAMME UPDATE

Report of the Director of Regeneration and Policy

Report Author and Contact Details

Laura Simpson, Principal Regeneration Officer
01629 761146 or laura.simpson@derbyshiredales.gov.uk

Wards Affected

Ashbourne North and South

Report Summary

The report summarises activity to progress the *Ashbourne Reborn* Programme, highlights key programme risks and sets out next steps.

Recommendations

1. That activity and progress to date be received and noted.
2. That the Procurement Strategy for the Highways and Public Realm Project be received and noted.
3. That delivery partner Project Boards' Terms of Reference are requested for approval by the Programme Board in accordance with Governance requirements.
4. That Appendix 3 – Draft Protocol for Escalating Ashbourne Reborn Decisions be received and agreed.
5. That the highlighted Programme risks and associated mitigation measures are received and noted.
6. That reporting and monitoring requirements are received and noted.

List of Appendices

- Appendix 1 Governance Structure Chart
- Appendix 2 Programme Board Terms of Reference
- Appendix 3 Draft Protocol for Escalating Ashbourne Reborn Decisions
- Appendix 4 Schedule of Activity to Date
- Appendix 5 Minutes of DCC Project Control Board 05/09/23
- Appendix 6 Minutes of Ashbourne Methodist Church Project Board 05/09/23
- Appendix 7 Stage 3 Designs

Appendix 8 Highways and Public Realm Procurement Strategy

Appendix 9 Programme and Project Risks

Appendix 10 Delivery Plan Milestones

Appendix 11 Funding Profile

Background Papers

Council Report 27 July 2023

Ashbourne Reborn Programme - Additional Communications and Stakeholder Engagement Capacity 27 September 2023

Consideration of report by Council or other committee

No

Council Approval Required

No

Exempt from Press or Public

No

ASHBOURNE REBORN PROGRAMME UPDATE

1. Background

1.1 Ashbourne Reborn is a £15.22m programme aimed at transforming Ashbourne town centre through significant improvements to highways and public realm and the development of the Link Community Hub. The programme is principally funded by the UK Government through the *Levelling Up Fund*. The initial *Levelling Up Fund* capital grant award in January 2023 was £13,373,509. A further grant of £70,000 was awarded in July 2023 to provide revenue capacity support.

1.2 As a reminder, the programme comprises the following projects:

Project 1: Public Realm & Highways Improvements - £8.804m

This project will deliver a series of transformed public spaces including the Market Place, Victoria Square, Millennium Square and Shrovetide Walk. Connections between these spaces will also be improved. Highways improvements will be undertaken along Compton, Dig Street and St John Street to create a better pedestrian experience, reducing the impact of vehicles and improving safety.

This project is led by Derbyshire County Council.

Project 2: Link Community Hub - £6.418m

The project aims to transform the Methodist Church into a multi-purpose community space, enhancing the town centre offer, and providing a venue that will help drive greater footfall.

This project is led by Ashbourne Methodist Church.

1.3 Derbyshire Dales District Council is the Accountable Body for Ashbourne Reborn. This means that, although projects are being delivered by other delivery partners the Council has responsibility for, inter alia:

- all financial matters (including but not limited to managing the programme budget, paying delivery partners and claiming funding from the Government to cover such payments)
- all procurement matters (including but not limited to appointment, contracts and purchases made by delivery partners)
- ensuring outputs and outcomes are achieved on time and to budget
- other compliance matters (including but not limited to equalities duties and subsidy control)
- discharging this accountability by monitoring, assuring, reporting and auditing to the Government's satisfaction.

1.4 On 27 July 2023 the District Council approved revised governance arrangements for Ashbourne Reborn, including increased Member involvement from both the District Council and County Council at Programme Board level. Each project board retains autonomy to make decisions to deliver their respective projects within the approved scope, timescales, budget and project deliverables (including but not limited to outputs and outcomes within the approved LUF bid). This structure is

intended to enable project boards, comprising the requisite knowledge and delivery experience, to get on with delivering projects without recourse to the Programme Board for delivery / operational decisions. The approved Governance Structure Chart is provided in Appendix 1.

- 1.5 Matters that could have a significant impact on the programme, potentially resulting in a change to the approved bid / Memorandum of Understanding between the District Council and the Department for Levelling Up, Housing and Communities (DLUHC) in terms of deliverables, timescales, cost, outputs / outcomes and risk should be matters for decision by the strategic Programme Board and are required to be escalated by Project Boards (see below).

2. Key Issues

Governance

- 2.1 Ashbourne Reborn Project Boards held their first official meetings in May 2023. Whilst a framework was established for Terms of References, these are required to be finalised with reference to the revised governance arrangements and provided to the Programme Board as soon as possible for approval, as approved by Council on 27 July 2023.
- 2.2 Project Board Terms of Reference should reflect and complement those of the strategic Programme Board, provided in Appendix 2. Clear delegations and tolerances for each project will be set in order that each project board can make project decisions within those limits whilst referring matters outside those limits to the strategic Programme Board. Those limits will be set by the Programme Board informed by the view of each Project Board. For example:
 - Project Board decision: a change to the project design (for example in response to local feedback) which doesn't impact the approved project deliverables, outputs or outcomes.
 - Programme Board decision: the potential de-scoping of a project element (for example to meet the available budget) which would result in a reduction to the project deliverables including but not limited to outputs and outcomes of the programme agreed with DLUHC.
- 2.3 A draft protocol for escalating decisions (where appropriate) is attached for consideration as Appendix 3.
- 2.4 Project Board Terms of Reference must include (but not be limited to) the following:
 - Purpose and remit, with reference to the interaction with the strategic Programme Board and internal officer group.
 - Membership including the role of stakeholders.
 - Meeting cycles, quoracy, decision making, records of decisions and declarations of interest.
 - Reporting, including Government requirements (such as risk management, project milestones, funding profile and progress against outputs and outcomes) and ensuring appropriate communication and

escalation within the programme structures and back to the respective delivery partner organisations.

- Contract management and the role of appointed contractors.
- The project deliverables as defined by the Accountable Body with reference to the approved Bid.
- A requirement to deliver projects on time, within budget, and according to the approved scope.
- How the Project Board will review its role and terms of reference.

Project Progress, Procurement and Risks:

- 2.5 Over recent months, partners have worked collaboratively to progress both projects. A schedule of activity to date is provided in Appendix 4. Brief project-based updates are set out below, with further detail provided in Appendix 5 - Minutes of the September 2023 Project Board Meetings Minutes of Derbyshire County Council Project Control Board 05/09/23, and Appendix 6 - Minutes of Ashbourne Methodist Church Project Board 05/09/23
- 2.6 The DCC-led Highways and Public Realm Project has reached the end of the RIBA Stage 3 design package, with associated plans provided in Appendix 7. These designs were informed by extensive stakeholder and public consultation, including two public engagement sessions in the Methodist Church Hall in July. These sessions were well attended and feedback from the engagement is detailed in the Stakeholder and Public Engagement Report, which will be published on the Ashbourne Reborn webpage following approval by the Highways and Public Realm Project Control Board. A key matter considered by the Project Control Board was the extent of short-stay parking provision, incorporating disabled provision, in and around the Market Place. Following a positive discussion, a way forward was agreed by all partners as per the plans.
- 2.7 The updated designs have also informed the submission for Listed Building Consent for work on the Market Place and Victoria Square. Following the 21 day statutory consultation period, it is anticipated that this will be considered at Planning Committee on 14th November.
- 2.8 The project will now progress to RIBA Stage 4 design, incorporating existing designs for Millennium Square and Shrovetide Walk that benefit from existing planning consents.
- 2.9 The Ashbourne Reborn Highways and Public Realm Procurement Strategy has been finalised in accordance with rules, regulations and LUF requirements following consultation with procurement colleagues at both councils and was agreed at the September meeting of the Highways and Public Realm Project Control Board. This is provided in Appendix 8 for the Programme Board to receive and note.
- 2.10 Risk workshops were held with the Highways and Public Realm Project Control Board in August to inform an updated risk register. The top ten risks are set out in Appendix 9, with the highest scored risks at that time being

the impact of traffic management restrictions on Ashbourne and the phasing of construction to minimise disruption. In addition, there are risks around the timeframe that Traffic Regulation Orders (TROs) are taking to process due to capacity challenges at DCC. These will be required to support delivery of the project and usually require a six to nine month process, although temporary TROs can be quicker. To note, permanent TROs at DCC are currently taking twelve to eighteen months, which would undermine delivery of the project. Associated mitigation will be discussed at the next Highways and Public Realm Project Control Board.

- 2.11 The Link Community Hub Project is progressing at pace, with the appointment of the full Link Community Hub Design Team (architect, structural and services engineers, landscape architect etc.). RIBA Stage 3 design is complete and RIBA Stage 4 detailed design work is ongoing. All required surveys and engineers inspections of the site condition, including trial pits, are well progressed or complete.
- 2.12 Planning and Listed Building Consent Applications are being finalised for submission for the full scope of the LUF funded scheme this Autumn following completion of the final required bat survey. While the need for additional bat surveys has caused some delay to submission of the planning applications, this does not pose a significant risk to delivery timeframes.
- 2.13 Ashbourne Methodist Church Partners also actively supported and took part in the public engagement in July, making the Methodist Church Hall available to host the events, providing information about the Link Community Hub Project and attending the events to answer questions from the public and stakeholders. This helped to provide a full overview of the Ashbourne Reborn Programme.
- 2.14 A Risk Workshop will be undertaken to update the risk register for the Link Community Hub Project in time to inform a review of the Strategic Programme Risk Register for reporting in the October Quarterly Monitoring Return to Government. Highest scored risks highlighted currently include the potential outcome from intrusive surveys e.g. building fabric / structure, worse than anticipated and unforeseen costs.
- 2.15 The Procurement Strategy for the construction contract for the Link Community Hub has been drafted and will be provided to the Programme Board when in final form. Procurement to date has reflected procurements rules, regulations and LUF requirements and has benefitted from District Council procurement advice.
- 2.16 The next stage for both projects is to progress detailed design and also to conduct contractor procurement, with early contractor involvement at the earliest opportunity to provide greater cost certainty, inform detailed design and help to mitigate project risks.
- 2.17 Following completion of Stage 3 design, both Project Boards have commissioned revised cost plans for completion end September / early

October. This will help establish the extent of emerging cost challenges – both projects having seen increasing costs to date – and will inform an updated funding profile for the October Quarterly Monitoring return to Government. Taking into account the unexpectedly high rate of inflation since the bid, other market pressures, and early indications, it is likely that value engineering and some re-scoping will need to be considered to remain within budget. It is intended that the outcomes and implications of the cost plan work will be considered at the October Project Board and Programme Board meetings.

- 2.18 After reviewing available capacity and the resource requirements to increase the frequency of communications, especially prior to and through the construction period, it is considered that the establishment of an additional, dedicated communications and engagement resource is necessary to support effective delivery of the programme. This is the subject of a separate report for consideration by the Programme Board.

Programme Monitoring

- 2.19 Quarterly monitoring returns are required to be provided to the Department of Levelling Up, Housing and Communities on the following timetable:

Reporting Period:	Commission date:	Return date:	Reporting:
1 January 2023 to 31 March 2023	3 April 2023	28 April 2023	6 Monthly
1 April 2023 to 30 June 2023	3 July 2023	28 July 2023	Quarterly
1 July 2023 to 30 September 2023	2 October 2023	27 October 2023	6 Monthly
1 October 2023 to 31 December 2023	8 January 2024	2 February 2024	Quarterly
1 January 2024 to 31 March 2024	1 April 2024	26 April 2024	6 Monthly
1 April 2024 to 30 June 2024	1 July 2024	26 July 2024	Quarterly
1 July 2024 to 30 September 2024	7 October 2024	1 November 2024	6 Monthly
1 October 2024 to 31 December 2024	6 January 2025	31 January 2025	Quarterly
1 January 2025 to 31 March 2025	7 April 2025	2 May 2025	6 Monthly
Further reporting dates to be confirmed by DLUHC			

- 2.20 The monitoring returns include updates on project progress, delivery plans, funding profiles, and risks. In the six-monthly reports, updates must also be provided on measurable outputs and outcomes. Grant payments are made in January and July (approximately) and the amount provided is informed by the progress and expenditure reported in the previous quarterly return. Information collated for future returns will inform Programme Board papers. The next quarterly monitoring return is scheduled for 27 October and a summary will be shared at the next Programme Board meeting on 26 October.

3. Options Considered and Recommended Proposal

Not applicable.

4. Consultation

- 4.1 Ashbourne Reborn benefits from a Communications and Engagement Plan, and a Communications Group involving key project partners also convenes at least every six weeks to support regular and responsive communications and the delivery of the stakeholder engagement plan.
- 4.2 Public engagement events were held on 26 and 29 July at Ashbourne Methodist Church and a Stakeholder and Public Engagement Report has been compiled by AECOM on behalf of the Highways and Public Realm Project Control Board. This will be made available on the DDDC Ashbourne Reborn webpage following approval by the Project Board.
- 4.3 As set out in section 2.17, the need for additional Communications resource to support ongoing communications and consultation is the subject of a separate report for consideration by the Programme Board.

5. Timetable for Implementation

- 5.1 Specific milestones required for reporting to Government are set out in Appendix 10, with details of the last quarterly monitoring return for both projects. In headline terms the initial project plan indicates that detailed scheme designs (RIBA Stage 4) are anticipated to be completed by the end of 2023, with contractor procurement by Spring 2024 and construction on the ground taking place in 2024 and early 2025.
- 5.2 Notwithstanding the significant work progressed 'at risk' prior to announcement of the LUF award, the scale of the programme, timescale for implementation, cost challenges and breadth of partners involved has inevitably resulted in some delay.
- 5.3 Mobilising the programme has required: additional resourcing within the District Council's Regeneration and Policy service and external consultancy support; input from teams across the District Council (Finance, Audit, Legal, Committee section, Communications, Estates, Parking); preparation of detailed funding agreements with Delivery Partners for each project; and the procurement by Delivery Partners of external consultants to provide project management services and develop project designs (within the available LUF budget) alongside programme management fees. Whilst the detail involved and negotiations required impacted the start of the design stage of the programme, as indicated above, design work has progressed. Completion of the Grant Funding Agreement for the Highways and Public Realm project is necessary to progress the next stage of design work and presents a risk to the programme (see Section 9). While there have been some initial delays, programme delivery currently remains on track for defrayal of the LUF grant within the amended timeframes (see section 7), subject to formal agreement with DLUHC of the date for completion within the 2025/26 financial year.

6. Policy Implications

- 6.1 Ashbourne Reborn is one of the District Council's current Corporate Plan priorities within the 'prosperity' theme. The LUF proposals are closely linked to the Council's Economic Recovery Plan and Economic Plan. They support the Corporate Plan priority of '*Prosperity*'. In particular, the proposals directly contribute to the corporate target area: *Promote investment to stimulate the economy of our market towns*.

7. Financial and Resource Implications

- 7.1 Project cost plans are currently under review by both Project Boards, as set out in Section 2.16. Any cost challenges highlighted by this work will be reviewed at Project Board level before reporting to Programme Board. Early indications are that costs have risen considerably since the LUF bid, with much higher than predicted levels of inflation, which is likely to contribute to the need for value engineering, prioritisation and, as a last resort, potential de-scoping activities to remain within budget. Alongside rising construction costs and costs of materials, project fees have also increased from the original estimates prepared by the consultant bid team. Any resultant recommendations that could have direct or cumulative implications for commitments made to the Department for Levelling Up, Housing and Communities will be escalated to the Programme Board for consideration.
- 7.2 The requirement to manage costs within the available LUF budget is a key element within the Grant Funding Agreements, and District Council officers continue to work closely with delivery partners to manage financial challenges and risks as the programme develops. In parallel to the grant funding agreement negotiations with DCC, to ensure progress can be maintained, a revised letter of intent from DDDC is proposed to enable funding of appropriate elements of design work. Any such interim arrangement will be subject to appropriate conditions and the provision of related evidence prior to agreement of associated payments.
- 7.3 Current funding profiles are provided in Appendix 11. Table 1 shows the figures within the current Memorandum of Understanding with Government. However, these figures are not yet adjusted to account for the three-month delay in the funding announcement. Subsequent discussions with officers from the Department for Levelling Up, Housing and Communities indicated that project completion by July 2025 to reflect this delay, beyond the original deadline of March 2025, was likely to be within acceptable thresholds and would not require a formal Project Adjustment Request. Further to this, the July Quarterly Monitoring return was requested from all local authorities to include a realistic representation of likely expenditure in 2025/26 within the funding profile. This did not constitute a formal change request but was to inform further discussion. It is proposed to seek agreement of a revised completion date with DLUHC alongside submission of the October monitoring report. Table 2 in Appendix 11 reflects an indicative funding profile provided in response to the request for a realistic approach. However, it will be reviewed and revised to reflect the updated cost plans and associated project spend profiles in time for the October Monitoring Report. A meeting is planned with Government Officers in early October to discuss progress on Ashbourne Reborn and seek feedback to inform the next monitoring return.

- 7.4 Subsequent reports to the Programme Board will include more detailed updates on project and programme expenditure, with decisions or recommendations that have implications for the Accountable Body escalated to Community and Environment Committee.

8. Procurement Implications

- 8.1 As set out in Section 2, a Procurement Strategy has been collated for the Highways and Public Realm Project and provided to Programme Board following approval at the Highways and Public Realm Project Board. A draft Procurement Strategy is being finalised for the Link Community Hub and will be provided to the Programme Board following approval at the Link Community Hub Project Board

9. Legal Advice and Implications

- 9.1 Grant Funding Agreements are substantively progressed, enabled through external and internal legal support, with early work underpinned by a letter of intent issued to Derbyshire County Council and Heads of Terms agreed with Ashbourne Methodist Church. The legal risk is assessed as medium. Completion of the Grant Funding Agreements is a high priority and is reflected in the strategic programme risk register and project level risk registers.
- 9.2 The Grant Funding Agreement for the Link Community Hub is complete and was provided to Ashbourne Methodist Church partners in August for final review. Requests for an additional review by the central Methodist Church has extended the timeframe to final amendments and signing but all partners are working to completion before the end of September to enable payment of grant funding within quarter 2.
- 9.3 The Grant Funding Agreement for the Highways and Public Realm Project has benefitted from a series of officer meetings and associated drafts. Completion of the Grant Funding Agreement is critical path task and therefore delay would impact on the project programme. The key issue to resolve is the approach to risk, in particular from a potential cost-overrun e.g. from an unforeseen event. A verbal update will be provided at the meeting on the latest position.

10. Equalities Implications

- 10.1 None at this stage, but equalities remain an important consideration for detailed design. An Equality Impact Assessment (EIA) was prepared for the *Levelling Up Fund* bid and was submitted to the C&E meeting on 29th June 2022. A further equalities assessment will be required on final scheme proposals to assess the implications of any significant changes to the project.

11. Climate Change Implications

- 11.1 None at this stage, but Climate Change Implications remain an important consideration for detailed design. A Climate Change Impact Assessment was prepared for the *Levelling Up Fund* bid and was submitted to the C&E

meeting on 29th June 2022. A further climate change assessment may be required on final scheme proposals to assess the implications of any significant changes to the project.

11.2 In terms of other environmental considerations, there are potential synergies between the traffic management element of Ashbourne Reborn and the air quality considerations for the area. The Ashbourne Reborn Highways and Public Realm Design Team have been requested to support compatibility between the two work areas, with further consideration of any related opportunities at officer level.

11. Risk Management

11.3 Project level risks have been highlighted within the report in section 2. A review of the Strategic Risk Register will be provided for the next Programme Board meeting, taking into account updates from the project risk workshops. The current main strategic risks for the programme, as provided in the July 23 Quarterly Monitoring Report are contained within Appendix 9.

11.4 Current programme level risks reflect:

- Early cost challenges, consistent with the national picture. Proposed mitigation at this stage includes working with delivery partners to reduce fee expenditure (where possible), early contractor engagement and value engineering
- Stakeholder expectations. Proposed mitigation at this stage includes early stakeholder engagement and regular communications, expectation management and quality control.
- Outstanding funding agreements as set out in Section 9 of this report. Mitigation includes ongoing collaboration, an agreed schedule of meetings to finalise agreements, and letters of intent to allow initial work at risk.
- Programme and Resources. Delivery timeframes are challenging and the programme is resource-intensive at all levels. Ongoing consideration of resources is required, including any related challenges facing delivery partners. As set out in section 7 of this report, work is ongoing to finalise and agree with Government the completion date of the Ashbourne Reborn Programme within 2025/26.

11.2 These risks will continue to be monitored actively, including to enable required quarterly reporting to Government on Ashbourne Reborn.

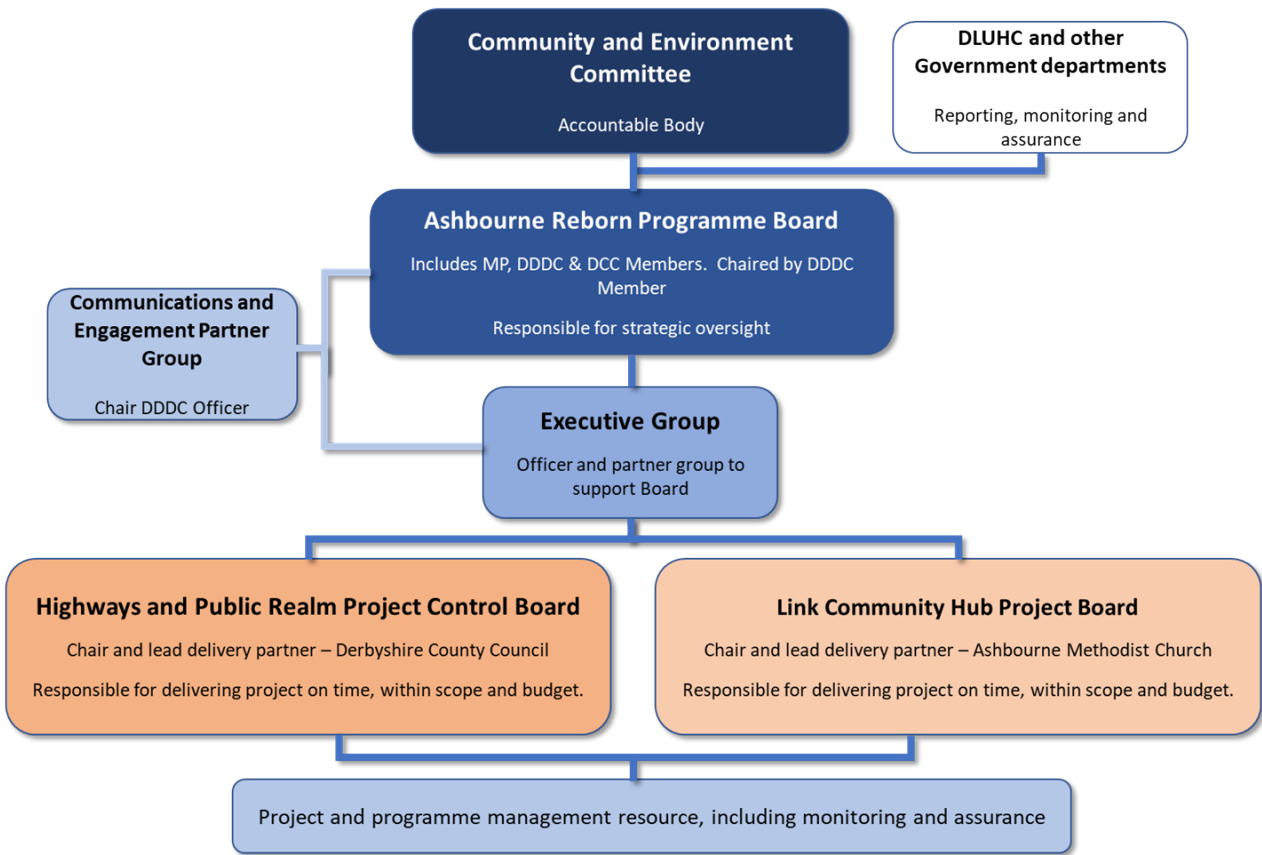
Report Authorisation

Approvals obtained from:-

	Named Officer	Date
Chief Executive	Paul Wilson	19/09/2023
Director of Resources/ S.151 Officer	Karen Henriksen	19/09/2023

	Named Officer	Date
(or Financial Services Manager)		
Monitoring Officer (or Legal Services Manager)	Kerry France	19/09/2023

Appendix 1 – Ashbourne Reborn Governance Structure



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Appendix 2

ASHBOURNE REBORN PROGRAMME BOARD TERMS OF REFERENCE

1. Context

- 1.1 Ashbourne Reborn is a Levelling Up Funded programme of interventions to transform Ashbourne Town Centre. The programme is led by Derbyshire Dales District Council through collaborative working with local partners who brought forward project ideas, identified opportunities and raised match-funding for the project. The Ashbourne Reborn programme comprises two projects: (1) Highways and Public Realm (Derbyshire County Council acts as Delivery Partner for this project); and (2) Link Community Hub (Ashbourne Methodist Church acts as Delivery Partner for this project).
- 1.2 A Programme Board made up of Derbyshire Dales District Council (as the Accountable Body) with Derbyshire County Council and Ashbourne Methodist Church, Ashbourne Town Team and the involvement of other key local partners supporting the project, has been established to oversee the delivery of intended outcomes. The purpose of the Programme Board is to provide a framework that will enable local authorities and partners to work collaboratively and provide political and strategic leadership, as well as constructively supporting and challenging the Delivery Partners to deliver on time and within their allocated budgets.
- 1.3 The Programme Board is not a legal entity, and its role is advisory. Its purpose is to advocate for Ashbourne Reborn and support the Accountable Body to ensure the aims of the programme are delivered on time and within budget.
- 1.4 The Programme Board represents a variety of interests and has the skills and expertise to support the development and delivery of the £15m Ashbourne Reborn programme. Observers include staff from Derbyshire Dales District Council providing a Programme Office and Project Management function, on behalf of the Accountable Body.
- 1.5 These terms of reference set out the membership and responsibilities of the Programme Board to oversee and provide strategic direction on the delivery of Ashbourne Reborn.

2. Membership of the Programme Board

- 2.1 Derbyshire Dales District Council shall appoint 4 councillors as members of the Programme Board.
- 2.2 Derbyshire County Council shall appoint 2 councillors to be a member of the Programme Board.

2.3 One representative from each of the following will be appointed to serve as Members of the Programme Board:

- Member of Parliament for Derbyshire Dales
- AshCom
- Ashbourne Methodist Church (Chair of Link Community Hub)
- Ashbourne Town Council
- Ashbourne Town Team (Chair of Ashbourne Town Team)

2.4 Applications for new Programme Board Members shall be supported by at least 3 Programme Board members before a report from the Programme Manager acting on behalf of the Accountable Body is considered by the full Programme Board.

2.5 A Programme Board Member shall cease to be a member of the Ashbourne Reborn Programme Board in the following circumstances;

- a) Such a Member gives written notice to the Chair of their notice of resignation.
- b) Such Member's death.
- c) Such Member's bankruptcy making of any arrangement or composition with their creditors, or liquidation, or in the case of an organisation, winding up, liquidation, dissolution or administration or anything analogous to any of the foregoing occurring in relation to a Member in any jurisdiction.
- d) Such Member is removed from membership by a resolution of the Programme Board that it is in the best interests of the Programme Board that the membership is terminated.

2.6 Members may be removed from the Ashbourne Reborn Programme Board as set out in Schedule 1 (Ashbourne Reborn Programme Board Code of Conduct). Any Member removed for conduct-related reasons may not be reappointed.

2.7 In exceptional circumstances Members may send a suitable substitute to represent their organisation in their absence. This should be agreed with the Chair in advance of the meeting. The substitute must adhere to all the requirements as laid out in the agreed Terms of Reference.

2.8 Derbyshire Dales District Council may invite DLUHC (or its successor Department/Ministry) to send a representative to attend Board meetings as an observer.

3 Chairing the Programme Board

3.1 The Programme Board will be chaired by a Member of Derbyshire Dales District Council, as the Accountable Body for the project. The Vice-Chair of the Programme Board will be a Member of Derbyshire County Council.

- 3.2 The Chair will play a key role in facilitating collaboration between partners and supporting the Accountable Body to ensure the aims of the Ashbourne Reborn are delivered on time and within budget.
- 3.3 The Chair or Vice-Chair of the Programme Board will cease to hold such office when they cease to be a Member of the Programme Board or a Member of the authorities that have appointed them.

4. Responsibilities

- 4.1 The following responsibilities are allocated to the Programme Board:
- (a) To maintain strategic oversight of the Ashbourne Reborn projects
 - (b) To provide support and advice to the Accountable Body
 - (c) To consider updates on delivery, performance and risk from both Delivery Partners at each meeting of the Programme Board
 - (d) To ensure that the Delivery Partners deliver the projects on time and within their allocated budgets.
 - (e) To manage strategic risks and escalated project risks, taking ownership of the programme risk register, reviewing updates from Delivery Partners and agreeing mitigation measures as necessary
 - (f) To advise the Accountable Body on strategic decisions including those escalated by Delivery Partners, e.g. where projects exceed a set tolerance regarding spend, slippage, outputs etc. This could include decisions on scope change/reduction where there is a need to re-prioritise due to cost or deliverability. It could also include advising on the allocation of project and programme management resources. Recommendations will be escalated where required to Derbyshire Dales District Council's Community and Environment Committee for consideration and formal approval as the Accountable Body.
 - (g) To have an overview of governance and assurance, with a watching brief on the overall governance and a specific responsibility to support the Accountable Body's section 151 officer in her role providing the Government with regular assurance
 - (h) To make representation to Government departments for advice and assistance as necessary
 - (i) To ensure the necessary liaison arrangements are in place to maximise resources across Delivery Partners, and to work collaboratively to deliver the Ashbourne Reborn programme.
 - (j) To ensure that Delivery Partners consider the views of the community through community engagement, consultation and communication.
 - (k) To agree, implement and monitor the communications & engagement plan and receive regular reports from the Communications and Engagement Group; supporting them as advocates for the programme and playing an active role in managing stakeholder issues, particularly during challenging delivery periods (e.g. disruption to town centre).

5. Reports

- 5.1 The Board will be responsible for making sure that reporting is in line with the Government's Assurance and Performance Management Framework and will seek assurances from the Delivery Partners and Programme Manager to this effect.
- 5.2 The Board will receive monthly reports from each Delivery Partner. This will provide a mechanism through which issues and risks can be formally escalated from each Delivery Partner if required. The Programme Board will also maintain oversight of the reporting returns to central government made by the Accountable Body.
- 5.3 The Board will ensure that reporting is clear, accurate and informative. It will provide feedback to the Programme Manager and Delivery Partners in order to drive continuous improvement in project management and to ensure that highlights and escalations are taking place at the appropriate time and level.
- 5.4 The Board may wish to commission more in-depth reviews of projects where it has concerns or seeks additional assurance. This should be done in collaboration with the relevant Delivery Partner and with consideration to the available resources.

6. Professional and Administrative Support

- 6.1 Derbyshire Dales District Council is the Accountable Body for Ashbourne Reborn. As the Accountable Body, the Council will utilise existing rules as outlined within the Council's Constitution throughout the life of the programme, and the Council's Statutory Officers will play a key role in ensuring compliance.
- 6.2 Administrative support to the Programme Board will be provided by Derbyshire Dales District Council's Democratic Services team.

7. Quorum

- 7.1 The quorum for meetings of the Programme Board will be a half or 4 voting members, whichever is the greater and must include representation from Derbyshire Dales District Council and the two Delivery Partners. Members can send a nominated substitute but only one representative per organisation may be in attendance unless by agreement with the Chair, for example for the purposes of presenting a specialist agenda item. In these circumstances, the additional guest representative would not have voting rights. Derbyshire Dales District Council and Derbyshire County Council may have a number of supporting officers in attendance.
- 7.2 If there is no quorum at the published start time for the meeting, the meeting can proceed but no substantive decisions will be binding until they have received formal approval at the next quorate Programme Board meeting.

7.3 No decisions taken by the Programme Board will be binding upon individual partner organisations – each organisation will be subject to their normal governance processes and expected to seek appropriate authority where relevant, as a result of any decisions taken by the Programme Board.

7.4 The Programme Board shall delegate to the Chair of the Programme Board the authority to make urgent decisions, having consulted by way of email with Programme Board members, where a Programme Board meeting cannot be convened in a timely manner to consider a matter. The decision shall be published as soon as practically possible once taken.

8. Frequency of Meetings

7.1 Meeting of the Programme Board will take place monthly, though this may decrease (or increase) in frequency as the programme develops and according to need. The frequency of meetings can be varied following a discussion and vote of the Board, at the discretion of the Chair.

7.2 The meetings will be held after the cycle of Delivery Partner project meetings, to ensure that the Programme Board has the latest information available on each project, and prior to the government deadlines for reporting returns, in order that the Board can provide formal comments before submission.

7.3 Formal meetings of the Programme Board will take place in public where all formal decisions of the Programme Board will be taken.

7.4 Informal meetings of the Programme Board may take place from time to time. These will be in private and not open to the public. Other persons and external advisers may be invited to attend all or part of any meeting as and when appropriate as observers and shall be entitled to speak at the meeting with the prior permission of the Chair but shall not be entitled to vote.

7.5 Meetings will be a mixture of on-line and in-person. The latter will take place mainly in Matlock but the Board will also aim to meet in Ashbourne at intervals by agreement.

9. Conduct

9.1 Members will act in accordance with the Ashbourne Reborn Programme Board Code of Conduct (as seen in schedule 1).

9.2 Members who are elected Members of Derbyshire Dales District Council and Derbyshire County Council will also be subject to the Code of Conduct for Councillors in operation at those local authorities.

10 Notice and Publication of Agenda Papers

10.1 At least five clear working days before a formal meeting, a copy of the agenda and associated papers will be sent electronically to every member of the Programme Board. The agenda will give the date, time and place of

each meeting and specify the business to be transacted and will be accompanied by such details as are available.

11. Voting

- 11.1 Programme Board members commit to seek, where possible, to operate on the basis of consensus.
- 11.2 Should it not be possible in a specific instance to find a consensus, the decision will be made on the basis of a simple majority. The Chair will have the casting vote.
- 11.3 Matters which are the responsibility of the Accountable Body will be reserved to Derbyshire Dales District Council. This includes taking responsibility for the appropriate defrayal of all LUF funding.
- 11.4 The Board may not make decisions that compromise the role of Derbyshire Dales District Council as Accountable Body. Should the Board endeavour to do so, such a decision will be deemed invalid and outside the Terms of Reference of the Board. Derbyshire Dales District Council would not be bound by any such invalid decisions of the Board.

12. Minutes

- 12.1 The Chair will sign the minutes of the proceedings at the next suitable meeting. The Chair will move that the minutes of the previous meeting be signed as a correct record.
- 12.2 The minutes will be accompanied by a list of agreed action points, which may be discussed in considering the minutes of the previous meeting should they not be specifically listed as items on the agenda for the meeting.
- 12.3 Minutes of Programme Board meetings will be published on Derbyshire Dales District Council's website.

13. General Matters

- 13.1 Programme Board Members should make themselves available from time to time to meet the Leader and Deputy Leaders of Derbyshire Dales District Council, both formally and informally, and to attend meetings of Derbyshire Dales District Council's Community and Environment Committee as and when invited.
- 13.2 Programme Board Members shall duly sign and return the Ashbourne Reborn Programme Board's Code of Conduct (Appendix 1) and Declaration of Interests on an annual basis.
- 13.3 The Programme Board may be provided with appropriate and timely training, both in the form of an induction programme for new members and on an ongoing basis.

- 13.4 The Programme Board shall be entitled to invite relevant third parties to attend any meeting as observers and they may be entitled to speak at a meeting of the Programme Board with the prior permission of the Chair but shall not be entitled to vote.
- 13.5 The Programme Board shall give due consideration to all laws and regulations as appropriate.
- 13.6 The Programme Board will, from time to time, consider projects and proposals of a “commercial in confidence” or sensitive nature that will not be for publication under existing legislative provisions (Data Protection and Freedom of Information). All Board members and invited third parties will observe the need for confidentiality in this respect.
- 13.7 The Ashbourne Reborn Programme Board will be subject to the privacy legislation contained within Data Protection Act 2018, Freedom of Information Act 1998 and the Environmental Protection Regulations (various). Such requests will be serviced by Derbyshire Dales District Council in accordance with Derbyshire Dales District Council policies and procedures.

14. Review

- 14.1 The Programme Board may amend these terms of reference at any time, which will be reviewed on an annual basis as a minimum.

ASHBOURNE REBORN PROGRAMME BOARD CODE OF CONDUCT

1. The Ashbourne Reborn Programme Board has adopted this code setting out the expected behaviours required of its Members, acknowledging that they each have a responsibility to represent the ambition of the Levelling Up Funded project for Ashbourne Town Centre and work constructively with Derbyshire Dales District Council, the Delivery Partners, and other partner organisations.
2. When acting in a Programme Board Member capacity, members must be committed to behaving in a manner that is consistent with the Nolan principles to achieve best outcome for our residents and maintain public confidence in the actions of the Board:

SELFLESSNESS:

Holders of public office should act solely in terms of the public interest.

INTEGRITY:

Holders of public office must avoid placing themselves under any obligation to outside individuals or organisations that might try inappropriately to influence them in their work.

They should not act or take decisions in order to gain financial or material benefits for themselves, their family or their friends. They must declare and resolve any interests and relationships.

OBJECTIVITY:

Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

ACCOUNTABILITY:

Holders of public office are accountable for their decisions and actions to the public and must submit themselves to the scrutiny necessary to ensure this.

OPENNESS:

Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.

HONESTY:

Holders of public office should be truthful.

LEADERSHIP:

Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.

Conflict of Interests

A conflict of interest arises where a Programme Board Member, a close associate, immediate family, business, organisation or employer has an interest in a matter which is the same as, connected to or may be affected by the matter under discussion.

At a meeting, Members must declare any interest which they have in any matter to be considered at that meeting. If the interest in the matter being discussed which a member of the public who knew of the facts would reasonably regard as so significant that it is likely to prejudice the Programme Board Members judgement of the Programme Board's interest in the matter, then the Member must declare the interest at the start of the agenda item and must not vote on the matter. However, due to the nature of information the Member may have relating to the topic under discussion, such as financial, viability, feasibility and volume by way of example, the Programme Board Member will be able to take part in the debate.

A Register of Interests will be maintained by the Monitoring Officer of Derbyshire Dales District Council.

Registration of Gifts and Hospitality

Programme Board Members must register in the Register of Members Gifts and Hospitality, held by the District Council's Monitoring Officer any gift or hospitality worth £50 or over received (or offered), in connection with their official duties as a Programme Board Member and the source of that gift or hospitality (or offer) within 28 days of receiving it.

Acceptance by Programme Board Members of hospitality through attendance at relevant events, conferences and other Programme Board related activity is acceptable where it is clear the hospitality is corporate rather than personal.

Complaints

Where a person has reason to believe that the conduct of a Programme Board Member has fallen short of the standards set out above, encapsulated in the Nolan Principles, a complaint may be made in writing to:

Director of Corporate & Customer Services and Monitoring Officer
Derbyshire Dales District Council
Town Hall
Bank Road
Matlock
Derbyshire
DE4 3NN

Or email mo@derbyshiredales.gov.uk

The complaint should set out as follows:

- (a) The nature of the complaint

- (b) Details of how the Member was acting in an official Ashbourne Reborn Programme Board capacity
- (c) Details of which Nolan Principle has been breached and why
- (d) If relating to a conflict of interest, details of how the conflict has occurred and impact of that conflict.

The Director of Corporate & Customer Services and Monitoring Officer will review the complaint and, in consultation with the Independent Person appointed by Derbyshire Dales District Council, determine if the Member was acting in an official capacity and if the complaint was proven, whether a Nolan Principle would have been breached. If both these criteria are met, the complaint will be referred to the Chair of the Ashbourne Reborn Programme Board

Removal of an Ashbourne Reborn Programme Board Member

In the event that a Member's conduct falls short of that expected and a breach of the Code of Conduct has taken place, the Programme Board may by resolution remove that Member from the Ashbourne Reborn Programme Board. This may only occur when:

- (a) The Member has been given at least 14 days clear days' notice in writing of the meeting of the Programme Board at which the resolution will be proposed and the reasons why it will be proposed; and
- (b) The Member has been given a reasonable opportunity to make representations to the meeting in person and/or in writing. The other Programme Board Members must consider any representations made by the Member and inform them of their decision following such consideration.
- (c) There shall be no right of appeal from a decision of the Programme Board's decision to terminate the membership of a Programme Board Member.

Further information

Please email any further queries to mo@derbyshiredales.gov.uk

Appendix 3

DRAFT Ashbourne Reborn Decision Making - Roles and Responsibilities

Project Board/Project Control Board

Project Boards are responsible for making day to day decisions about the project within the scope, timescales, budget and project deliverables (including but not limited to agreed outputs and outcomes) within the approved LUF bid. Such decisions should enable the efficient and effective management of the project and will include but not be limited to design decisions, delivery planning, works co-ordination, risk management, budget management and associated value engineering.

Where any decisions could negatively impact on the ability to deliver against LUF delivery commitments to the Department for Levelling Up, Housing and Communities (DLUHC), these must be escalated as recommendations to Programme Board with supporting information and will require appropriate approvals.

Commitments to DLUHC include agreed outputs and outcomes (see appended schedules) and key project elements set out in the approved bid and directly supporting value for money/BCR calculations. The proposed removal of any whole project element/area constitutes an immediate requirement for escalation of the decision. In addition, the Project Board should escalate decisions on cumulative impacts that could lead to a risk to delivering against commitments or have the potential to undermine the delivery of the agreed vision contained within the LUF bid.

Project Boards are responsible for monthly reporting to Programme Board and contributing to quarterly monitoring reporting to DLUHC.

Project Boards are responsible for agreeing the procurement of services to deliver the project, reflecting agreed Procurement Strategies, and the appointment of professional consultants and contractors. Procurement exercises for substantive contracts should be conducted in consultation with DDDC as the accountable body.

Financial decisions are subject to the conditions set out in the grant funding agreement and the project budget must be managed by the Project Board within the agreed LUF grant and match funding available. Related decisions that have implications for de-scoping project elements or have additional budgetary implications requiring partner agreement must be escalated to the Programme Board.

Project Boards should assess their decisions against DLUHC commitments prior to approval or escalation. The accountable body / individual Project Board members have the right to escalate a decision where a consensus cannot be reached about risk associated with the decision.

The decision-making process should include the following considerations-

Step 1 – if the decision to be made is consistent with the following criteria, the decision can usually be made at Project Board level:

- Within the DLUHC approved project scope
- Reflects and contributes to LUF / DLUHC commitments
- Within the agreed project budget
- In line with the agreed procurement strategy (where relevant)
- In line with the required delivery timeframe

- Does not have the potential to compromise the delivery of other required project elements either in isolation or as part of a cumulative impact

Step 2 – if one or more of the above criteria is not met, the decision should be escalated to Programme Board as a recommendation with supporting information including rationale, benefits, risks and associated mitigation.

Programme Board

Programme Board must, at the earliest opportunity, review any recommendations from Project Boards that may have an impact on the ability to fulfill commitments with DLUHC and seek to mitigate risk to the Ashbourne Reborn Programme.

In the event that it is not considered possible to mitigate the substantive impact on these commitments and an official Project Adjustment Request is likely to be required with DLUHC, these decisions must be escalated to Community and Environment Committee (DDDC) prior to further action. Supporting information must include but not be limited to implications for the scope of the programme, future grant payments, risk of clawback and reputational risk to Ashbourne Reborn and DDDC as the accountable body for the LUF grant funding.

Community and Environment Committee

Community and Environment Committee must approve any decisions regarding requests to DLUHC associated with Ashbourne Reborn that carry financial or reputational risk for Ashbourne Reborn or DDDC as the accountable body.

Appendix 4

Activity in advance of LUF bid and since award announcement (summary highlights):

Date	Activity
March – April 21	Member workshop on LUF opportunities. Council approval to bid
May-December 21	Consideration of potential projects, informed by partnership engagement
December 21	Commission of consultant support including Interim Bid Director
March 22	LUF Round Two Prospectus published by government.
March 22	Council decision to progress Ashbourne Reborn Project
June 22	Council bid approval
July 22	LUF bid submission
August to Dec 22	Preparatory work continues at DDDC and AMC at risk
September 22	Monthly Programme Board established
October 22	Heads of Terms drafted for agreement with AMC. Risk Register reviewed
November 22	Update report to Council. Comms and Engagement Plan drafted
December 22	Assurance Framework and approach to Governance established
January 2023	LUF Award notification 19 January 2023
Feb 23	MoU received and signed. Partnership meeting.
March 23	Public Meeting in Ashbourne attended by 300+
March 23	AMC appoint lead designer for Link Community Hub
March 23	DLUHC inception meeting
March 23	Executive Group established, maintaining progress and partnership dialogue - up to fortnightly meetings
April 23	Quarterly monitoring report submitted to Government
April 23	Letter of Intent provided to DCC in advance of Grant Funding Agreement
April 23	Branding competition launched at local school
May 23	DCC appoint AECOM as lead designer for the public realm and highways project, and Bentley Project Management as project manager for the public realm and highways project
May to July 23	Detailed work to progress Grant Funding Agreements
May 23	Communications Group formally established, meetings at least 6 weekly
May 23	Project Boards established and initial meetings held – monthly meetings scheduled
June 23	AMC procurement of structural and buildings consultants
June 23	Communications and Engagement Plan formally approved
June 23	Meeting with DLUHC
June 23	Procurement Strategies drafted
July 23	Summer stakeholder and public engagement events
July 23	Quarterly monitoring report submitted to Government

Date	Activity
July 23	Appointment of the full Link Community Hub Design Team
July 23	Completion of branding competition with QEGS students and issue of final programme logo
August 23	Completion of draft RIBA Stage 3 designs, highways and public realm
August 23	Surveys and inspections for Link Community Hub to support RIBA Stage 4 designs
September 23	Submission of the Listed Building Consent application for works to Market Place and Victoria Square

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Ashbourne Reborn Link Community Hub

Link Project Board #5 - 3pm on 5th September 2023

DRAFT Meeting Minutes

5. 1.0 Attendees & Circulation		
Attendees (In Person) Ian Marsh (AMC) - Chair Laura Simpson (DDDC) Richard Barratt (AMC) Tony Walker (AMC) John Barker (AMC) Jane Willars (AJA Architect) Ollie Cradock (AJA Architect) Adrian Bates (Greenwood Projects) Giles Dann (DDDC)		Circulation Steve Capes (DDDC) Mike Harrison (AJA Architect)
Ref	Note	Action by
5 .2.0	Corrections to Project Board #4 Minutes	
5 .2.1	The minutes of Project Board #4 were accepted without alteration	
5 .3.0	Any other matters to be added to the Agenda	
5. 3.1	Declarations IM advised that he has become aware that one of his neighbours worked on the tender submission of one of the companies who tendered for the Structural and Civil Engineering Consultancy. The company was not selected as the recommended tenderer. IM was part of the tender evaluation process.	
5. 4.0	DLUHC/LUF matters	
5. 4.1	The next Programme Board is on Weds 27 th September.	
5 .4.2	LS reminded the meeting that the report from DDDC to DLUHC is due for submission in October, based on the project status at the end September. This needs to include the current risk position, updated cashflow, and further detail of Outcome & Output monitoring processes. <ul style="list-style-type: none"> • Some Outcome / Output baseline work is required to be undertaken at programme level. LS and TW will discuss if any baseline data is required for the specific LCH project measures. • Risk and Cashflow information should be provided by GPL for submission to the Project Board on 3rd October, after discussion and workshops with the AMC Ops team (RB and IM). The progress report information (text) should follow the July format	LS / TW GPL GPL/AMC
5 .4.3	DDDC (LS) are to issue the DDDC order number for AMC to use on Invoices for the quarter. The current claim and invoice submission process is working, but payments are held until the GFA is finalised.	LS
5. 5.0	Funding Agreement update	
5. 5.1	The draft GFA is with AMC's solicitors, Anthony Collins, for final checks and /or updates. A list of clarifications and recommendations has been received. These are seen as minor. The document is subject to final review by TMCP for them to confirm the agreement complies with Methodist rules and charity law.	
5. 5.2	Once all parties are agreed on the final GFA version, it will be signed by two designated AMC Trustees and then by DDDC authorised person(s).	

5. 5.3	All parties should note that for DDDC to report spend to DLUHC for this project, the GFA needs to be concluded in sufficient time for payments to AMC to be made by the end September.	
5. 5.4	DDDC have shared the advice received from their solicitors on subsidy control with AMC.	
5. 6.0	Mobility Hub	
5. 6.1	TW has had additional information from Michael Rich regarding the DCC match funding included in the LUF bid. Based on this and the overall letter of support for the bid from DCC, TW will draft for LS, a proposed joint AMC/DDDC response to DCC to endeavour to progress this funding. It was agreed to progress this separately from other DCC issues, such as the Station Road pavement works.	TW / LS
5. 6.2	Station Road shared pavement /cycle way designs have been produced by AECOM. The associated costs should be known as part of the Public Realm Stage 3 cost plan expected by end September. The costs for this cycle way and pavement changes are not in the current PR budget cost plan. Noted that under Air Quality improvements, new Traffic Lights at the Station Road / Church St junction are proposed for installation late 2023/early 2024.	
5. 6.3	No further substantive work to facilitate a cycle hire building has been undertaken. The next AMC Planning submission will not include this facility, but the garden design allows for later inclusion.	
5. 7.0	Design Update	
5. 7.1	The full design team has now been in place for nearly two months. Fire Strategy, Acoustics and Landscape design works are within the AJA appointment. CPW (Services) and Ridge (Structural / Civil) are AMC appointments.	
5. 7.2	More detailed building layout work is progressing. An alternative for Chapel House has been agreed which simplifies the work / cost. The vestry outrigger layouts and toilet arrangements at the garden entrance are being worked on.	
5. 7.3	The garden layout has been revised following discussion with AMC. The proposal to remove the copper beech has yet to be discussed with the DDDC tree officer. Support was requested to facilitate this discussion.	DDDC
5. 7.4	For the planning submission, the required Flood Risk report and the Heritage Statement of Significance are complete, and the Arboricultural report is being finalised. The Ecology report is outstanding. The scope of the bat roost surveys has been extended for a second time. In August an additional survey on Chapel House was required. Unexpectedly, a further night survey for the Century Hall roof bat roost is now required, which is planned for 7 th September. The report is quoted as taking 4 weeks beyond last survey (ie to 6 th Oct). This delays the Planning submission, and improvement will be sought. AJA are continuing to liaise with the DDDC planning officer. Support was offered by LS to see if (as an exception) the Planning Application can be accepted before the Ecology report is ready. AJA will prepare a suitable briefing paragraph for LS. Council Planning Meeting dates are December 12 th 2023 or 16 th January 2024.	AJA AJA AJA / LS
5. 7.5	Appointments have been made during August for surveys and minor works: Asbestos R&D survey - survey completed.	

	<p>Archaeology survey – Site meeting has agreed that the scope can be reduced to omit any new inspection trenches</p> <p>Trial Pits for Civil Engineer - underway</p> <p>Fabric opening up for Architect and Services Engineers – underway</p> <p>Drainage Survey – Planned for 25th September</p> <p>Building Control Inspections – Note that site inspections are included at 2 week intervals during construction.</p> <p>Quotes are awaited for the Ground Investigation core sampling.</p>	
5. 7.6	The revised submission for Methodist Church Listed Building Approval was considered at the meeting on 18th July. Whilst written confirmation is awaited, verbal positive feedback has been received. The minute is needed for the Planning submission.	AJA
5. 7.7	A positive meeting with DCC to discuss the Station Road wall was held on 6 th September. Kevin Parkes provided a point of contact (John Malinowski) for GPL to follow up co-ordination of the technical design, and for AMC to discuss subsequent legal issues (Howard Moncaster).	GPL
5. 8.0	Programme	
5. 8.1	The GPL report includes the relevant programme information. The overall construction period of 13-14 months is agreed but the detailed phasing is continued to be discussed with AMC.	
5. 8.2	Initial proposals for Station Road hoardings are to be shared with AECOM / DCC to co-ordinate and minimise potential disruption across the whole programme.	GPL
5. 8.3	GPL have produced a procurement plan outlining the process for the construction works ITT. Once reviewed and agreed with AMC this will be copied to DDDC for information.	AMC/GPL
5. 9.0	Cost Plan	
5. 9.1	The cost plan remains significantly over budget, and the Design Team are continuing to review scope options, challenging material standards and other VE. GPL have taken note of recent market cost and inflation pressure on budgets experienced on a separate DDDC project, where re-tendering was required.	
5. 9.2	GPL will calculate the cashflow/ spend profile, for the October DLUHC report.	GPL
5. 9.3	The increased construction industry rate of inflation beyond LUF bid assumptions is a significant element of the budget pressure. The indication is that DLUHC are unlikely to award additional funding, so a submission to formally reduce the LUF scope may be required. GPL advised they know of NLHF projects where claims for exceptional inflation have been accepted. DDDC asked if details of these claims can be provided.	GPL
5. 10.0	Health and Safety	
5. 10.1	The GPL report includes the relevant information	
5. 11.0	Communications and Publicity	
5. 11.1	DDDC outlines some additional Comms resourcing proposed. On the Public Realm strand the AECOM Comms Team have provided some proposals to increase the profile and hopefully ‘wow’ aspects of the public facing comms. Across the programme (but funded elsewhere) DDDC are also proposing a 2 year appointment of a new Comms staff post. The use of Hoardings to promote the overall programme was discussed. Forthcoming construction contract ITT will include for suitable hoardings.	

5. 11.2	TW confirmed the Town Council were progressing with the Thinking Place proposals. Funding is now in place for the first stage work. The Town Team will act as client's agent to work with Thinking Place.	
5. 12.0	Actions from Previous Meeting not already covered	
5. 12.1	Previous 4.11.2. The social media questions have been responded to.	
5. 12.2	Previous 4.13.2. The requested briefing meeting of the LCH project for David Hughes was held on 16 th August	
5. 12.3	Previous 4.13.3 The AMC Procurement Strategy document entitled Procurement Guidelines was issued on 12 th August.	
5. 13.0	AOB	
5. 13.1	AJA lead architect will shortly start maternity leave. Ollie Cradock will continue in role working to Mike Harrison. Post Meeting Note – an AJA / AMC handover meeting is scheduled to clarify roles and responsibilities to avoid gaps, and ensure smooth transfer and continuance of the AJA work.	
5. 14.0	Future Meetings	
5. 14.1	The preference is for these meetings to be in person for the future, which all attendees are content with.	
5. 14.2	The next meeting is on Tuesday 3 rd October at 15:45 at Ashbourne Methodist Church	

BENTLEY

PROJECT MANAGEMENT

ASHBOURNE REBORN – HIGHWAYS AND PUBLIC REALM Meeting Minutes

Project Control Board Meeting

Tuesday 5th September 2023

Attendees

Cllr Simon Spencer
Jim Seymour
Kevin Parkes
Laura Simpson
Giles Dann
Sue Bridgett
Tim Challans
Carole Dean
Ryan Hunt
Jen Riley
Ranbir Mander

Company

Derbyshire County Council (Chair)
Derbyshire County Council
Derbyshire County Council
Derbyshire Dales District Council
Derbyshire Dales District Council
AshCom
Town Team
Town Council
Aecom
Bentley Project Management
Bentley Project Management

Apologies:

Cllr Cupit
Kim Dorrington
Scott Harris
Ranbir Mander

Derbyshire County Council (Vice Chair)
Town Team
Aecom
Bentley Project Management

1.00 Welcome and Apologies

1.01 Apologies from Cllr Cupit, Kim Dorrington, Scott Harris and Ranbir Mander.

2.00 Declaration of Interest

2.01 A declaration of interest form will be issued to all PCB members to complete and return to Derbyshire County Council once agreed by DCCs Data Protection Team. The form will adopt a similar style to DCC Members Declaration.

Declaration of Interest will be a standing item on the agenda and a Register is to be kept of any and all Declarations of Interest.

BENTLEY

PROJECT MANAGEMENT

3.00 Minutes of the last meeting and matters arising

3.01 Recap of previous meeting and actions from 22nd August were confirmed by all as accepted with the following exceptions:

Cllr Spencer clarified that the Enhanced Traffic Management Plan that DCC are working on is not considered contentious.

GD reiterated that Communications was a programme wide matter and the Communications role / where it sat needed to reflect this. A joint paper DDDC / DCC paper was being prepared.

3.02 Shawcroft Car park Designs

RH discussed the designs for Shawcroft Car Park and some of the assumptions made. It was agreed that separating pedestrian and vehicle movements would be beneficial. RH agreed to add a note to reflect that there will be storage for the market added. This has been left off the drawing to date as it has not been fully discussed yet.

RH

Ashbourne Town Council own the bus shelter. Options for moving or replacing this will need to be discussed further. It was noted that the current bus shelter attracts ASB behaviour so the design of any replacement would need to be carefully considered.

The disabled bays have been considered with the target of losing as few as possible. The aim is to keep the same number (or a betterment) across the Town as this was a key concern raised during public consultation and DLUHC may request an Equality Impact Assessment at different points of the project, which this will feed into.

New bollards near to Boots would be removable to allow loading to shops instead of from St John's Street. Those with a right of way have indicated that they would be happy to load from Shawcroft as long as it was properly controlled.

The overflow car park was discussed. Bringing this into use would support the delivery of the Ashbourne Reborn project once works start on site and parking is removed from Market Place. DDDC are considering its use as part of the parking review. Cllr Spencer highlighted that this car park cannot become hardstanding according to the planning consent. GD to feed back to DDDC colleagues.

RH raised a potential additional opportunity to create parking on King Street (where it joins the road to Sainsburys) this is currently outside of scope but could be combined with the other TROs to limit cost if this was pursued.

4.00 Design Development

4.01 Listed Building Consent

RH confirmed that the Listed Building Consent Application would be submitted today after final approval by DCC. Some comments had been submitted by DDDC which were being reviewed. Aecom will

RH

BENTLEY

PROJECT MANAGEMENT

submit the drawings as they are and request an amendment at detailed design if necessary, E.g. the style and location of the bins.

5.00 Millennium Square Update

5.01 No further update available. CD to update the Board once programme timescales are understood to allow this to be communicated to the public.

The project costs are to be circulated to the Board after the meeting for use by DDDC to demonstrate further additionality and match funding to DLUHC.

CD

6.00 Draft Procurement Strategy

6.01 The draft strategy was circulated within the Board Pack. It sets out the project approach to procurement and has been written with input from both DDDC and DCC. The recommendations reflect the requirements and constraints of the programme and funding requirements. Board members were invited to comment and ask questions. Social Value, VFM and ability to tie Aecom's detailed design phase in with the ECI stage were explained. All agreed to approve and adopt the strategy to allow DCC to start talking to the recommended framework and start engaging an ECI contractor.

Programme Board are to be informed of this decision.

LS

Cllr Spencer requested the drafting of some FAQs for local businesses to set out how we intend to use protocols to encourage the use of local suppliers and sub-contractors.

KP/JR

7.00 Risk Update

7.01 The top ten project risks had been circulated to the Board for review.

Cllr Spencer requested an additional column to be added to the Risk Register to demonstrate trends/changes in risk scoring.

JR

DDDC to arrange a meeting to update the strategic risks in early October to inform the DLUHC return.

LS

8.00 Programme Update

8.01 The programme is currently 4 weeks in delay. All future tasks are connected to the completion of the Grant Funding Agreement between DDDC and DCC. This task is critical path and therefore impacts on the overall programme and could potentially delay the completion date beyond the funding milestone for completion. Both parties are working towards an agreement on the sharing of risk. This needs to be resolved prior to the agreement completing.

GD/LS/KP/JS

The delay to submitting the LBC application will not impact on the overall programme.

BENTLEY

PROJECT MANAGEMENT

9.00 DLUHC

9.01 The next grant claim is due at the end of October. The latest programme information will be required at this time also. DLUHC will ask for selective programme information. The programme and related funding profile need to be as accurate as possible as the monitoring returns inform the six-monthly grant payments, which are made one quarter in advance and one in arrears. If works are accelerated it could result in cash flow issues but if work is delayed, it could present as underspend and reduce the next grant payment.

10.0 AOB

Communications Strategy:

DDDC and DCC are preparing a paper for approval by Programme Board later this month outlining a Communications Officer post. The post will report to the established Communications Group that is made up of representatives of PCB and AMC. It is expected that this will be a fixed term role for two years and funded by DDDC. This is subject to DDDC approval and successful recruitment.

GD/JS

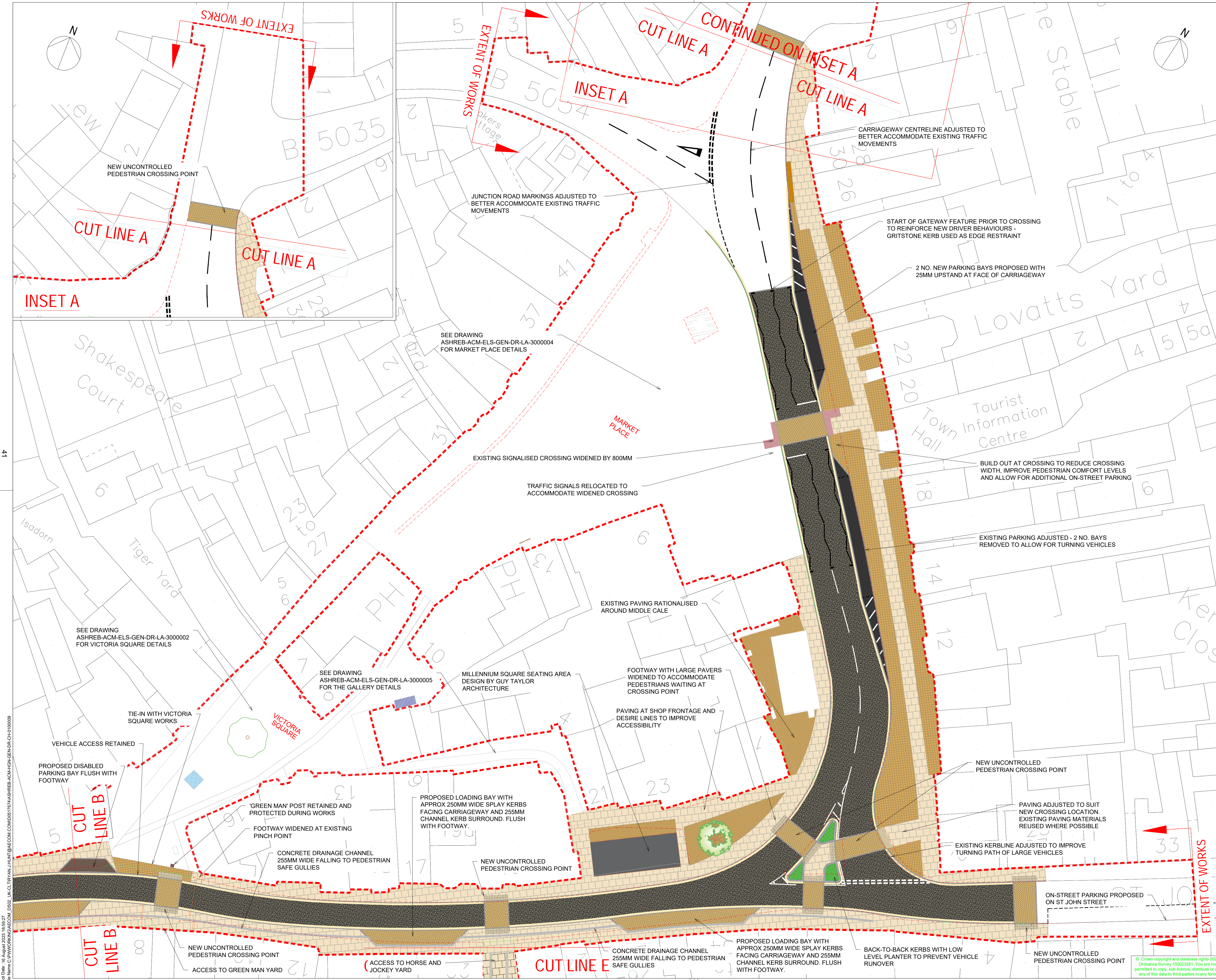
Cllr Spencer would like to review this paper before it is circulated and prior to his annual leave on 17th September.

As an interim measure, Aecom have been approached to provide a proposal to carry out this role for the short term, (3-4 months) to be funded by DDDC.

Millennium Square

The costs for Millennium Square Hut Demolition are £40k. CD to share to allow DDDC to demonstrate additionality to DLUHC.

CD



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- GRITSTONE KERB
- CHANNEL KERB LAID FLUSH WITH FOOTWAY DRAINING TO GULLIES
- CHANNEL KERB LAID FLUSH WITH CARRIAGEWAY
- DUTCH ENTRANCE KERB
- EXISTING HERITAGE PAVING RETAINED
- EXISTING 'COBBLE' PAVING RETAINED
- EXISTING KERBLINE - 125mm UPSTAND
- EXISTING KERBLINE - CROSSING/ACCESS
- WORKS BOUNDARY

NO.	REVISION	DATE	BY	APP	SUFFIX
1	ISSUED FOR PERMIT	18/08/2025	JS		P01.2

REVISION DETAILS

Purpose of issue: Initial status or WIP



Project Title: **ASHBOURNE REBORN**

Drawing Title: **General Arrangement**

Designed	Drawn	Reviewed	Verified	Approved	Date
JS	JS	---	---	---	---

Internal Project No: 60707682

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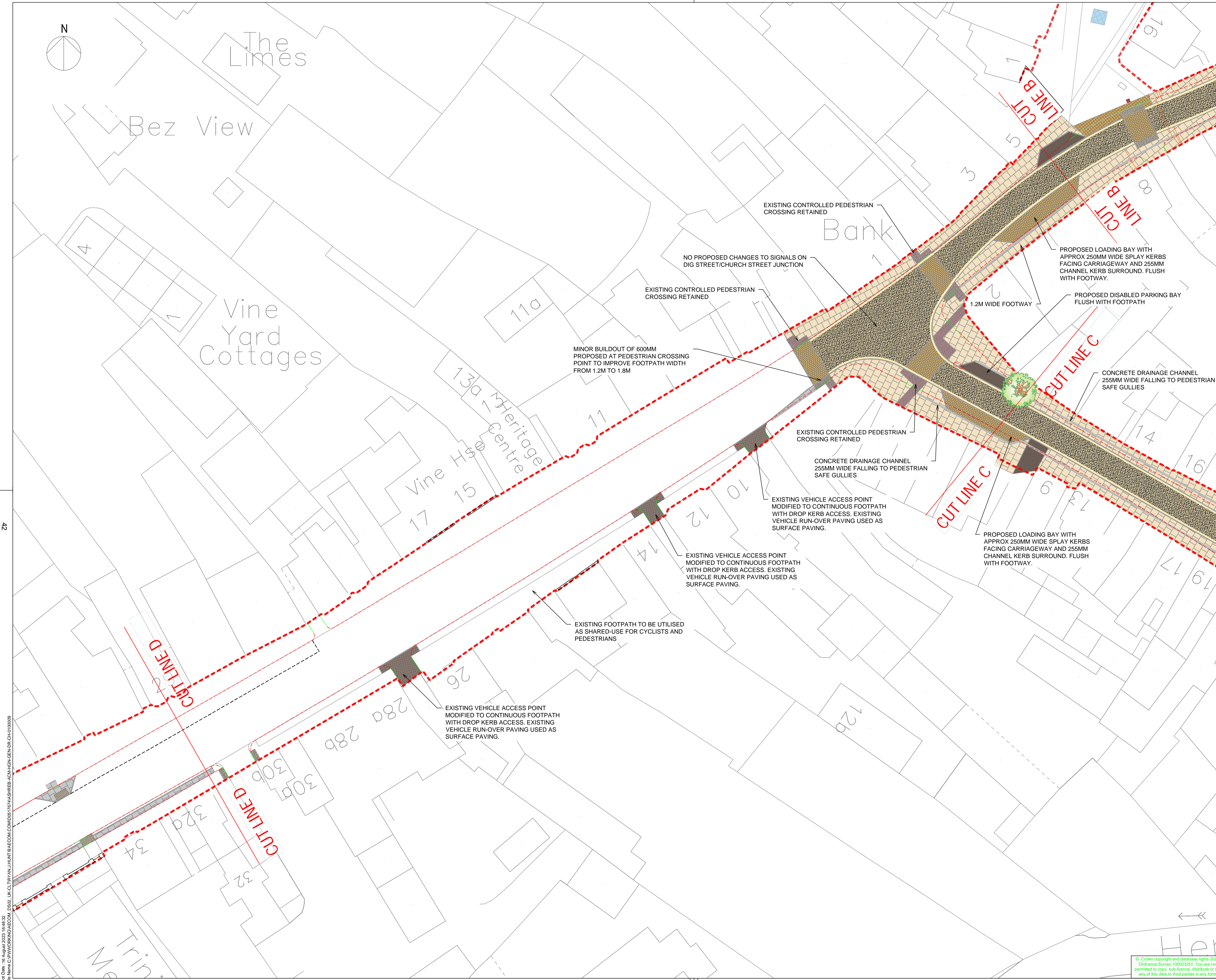
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Rev: P01.2

41

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REVISION DETAILS			
By	App	Date	Suffix
JS			P01.2

Purpose of Issue: Initial status or WIP

Client:



Town Hall, Bank Rd, Matlock DE4 3NN



Derbyshire County Council, County Hall, Matlock, DE4 3AG

Project Title: **ASHBOURNE REBORN**

Drawing Title: **General Arrangement**

Designed	Drawn	Reviewed	Verified	Approved	Date
JS	JS	---	---	---	---

Internal Project No. 60707682
 Scale @ A1: 1:250
 Suitability: SO
 Volume:

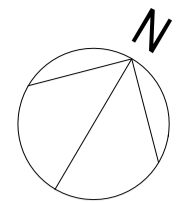
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GEN		-DR-CH	0100	010

Location: 1 Type 1 Role 1 MCGW 1 Number

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61d 59 49 47 43 41

CHURCH STREET

CUT LINE D

CUT LINE D

EXTENT OF WORKS

EXTENT OF WORKS

NEW PEDESTRIAN CROSSING
INSTALLED WITH BLISTER
TACTILE PAVING (BUFF
COLOUR, 400X400MM)

CONCRETE DRAINAGE
CHANNEL IN FOOTWAY FALLING
TO PEDESTRIAN-SAFE GULLY

COMMUNITY BUS DROP
OFF/PICK UP POINT OUTSIDE
METHODIST CHURCH

RAISED FEATURE REDUCED
IN WIDTH AND FOOTPATH
WIDTH INCREASED TO
ACCOMMODATE SHARED USE

EXISTING PEDESTRIAN
CROSSING RETAINED WITH
DROPPED KERBS ON BOTH
SIDES OF RAISED FEATURE

APPROXIMATE LOCATION OF
COMMUNITY HUB ENTRANCE. TO BE
TIED-IN WITH COMMUNITY HUB WORKS

EXISTING RETAINED COBBLESTONES
REMOVED AND DRAINAGE ADJUSTED
TO SUIT THRESHOLD LEVELS AND
PREVENT BACKFALL OF SURFACE
WATER

EXISTING FOOTPATH
INCREASED TO 2.5M WIDTH TO
ACCOMMODATE SHARED USE

EXISTING PARKING BAYS RETAINED.
APPROXIMATELY 2 PARKING BAYS
LOST TO ACCOMMODATE COMMUNITY
BUS DROP OFF/PICK UP BAY

EXISTING FOOTPATH
INCREASED TO 2.5M WIDTH TO
ACCOMMODATE SHARED USE

EXISTING SIGNALISED
CROSSING RETAINED.
KERBLINE ADJUSTED TO
INCREASE FOOTPATH WIDTH

TIE-INTO EXISTING KERBLINE
ON KING EDWARD STREET

REBUILD RAISED FEATURE
WITH EXISTING MATERIALS

UTILITY COVER LOWERED TO
NEW FOOTWAY LEVEL

TACTILES INSTALLED AT
EXISTING PEDESTRIAN
CROSSING OVER VEHICLE
ACCESS POINT

Coopers
Gardens

Trinity
Meth Ch

Hall

Chapel House

Lambourne
View

The
Beresford
Hotel Arms

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- FOOTWAY - ASPHALT AC6 SURFACE COURSE OR SIMILAR
- FOOTWAY - LARGE PAVING SLABS, TO MATCH EXISTING
- UNCONTROLLED PEDESTRIAN CROSSING TACTILE PAVING - BUFF, BLISTER 400X400MM
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- CONCRETE KERB
- EXISTING KERBLINE - 125mm UPSTAND
- EXISTING KERBLINE - CROSSING/ACCESS
- WORKS BOUNDARY

Revision	By	App	Date	Suffix

REVISION DETAILS

Revision	By	App	Date	Suffix

Purpose of Issue: Initial status or WIP

Client:

Town Hall, Bank Rd, Matlock DE4 3NN

Derbyshire County Council, County Hall, Matlock, DE4 3AG

Project Title: **ASHBOURNE REBORN**

Drawing Title: **General Arrangement**

Designed	Drawn	Reviewed	Verified	Approved	Date
JS	JS	---	---	---	---
Internal Project No.	60707682		Suitability	S0	
Scale	@ A1		Volume	1:250	

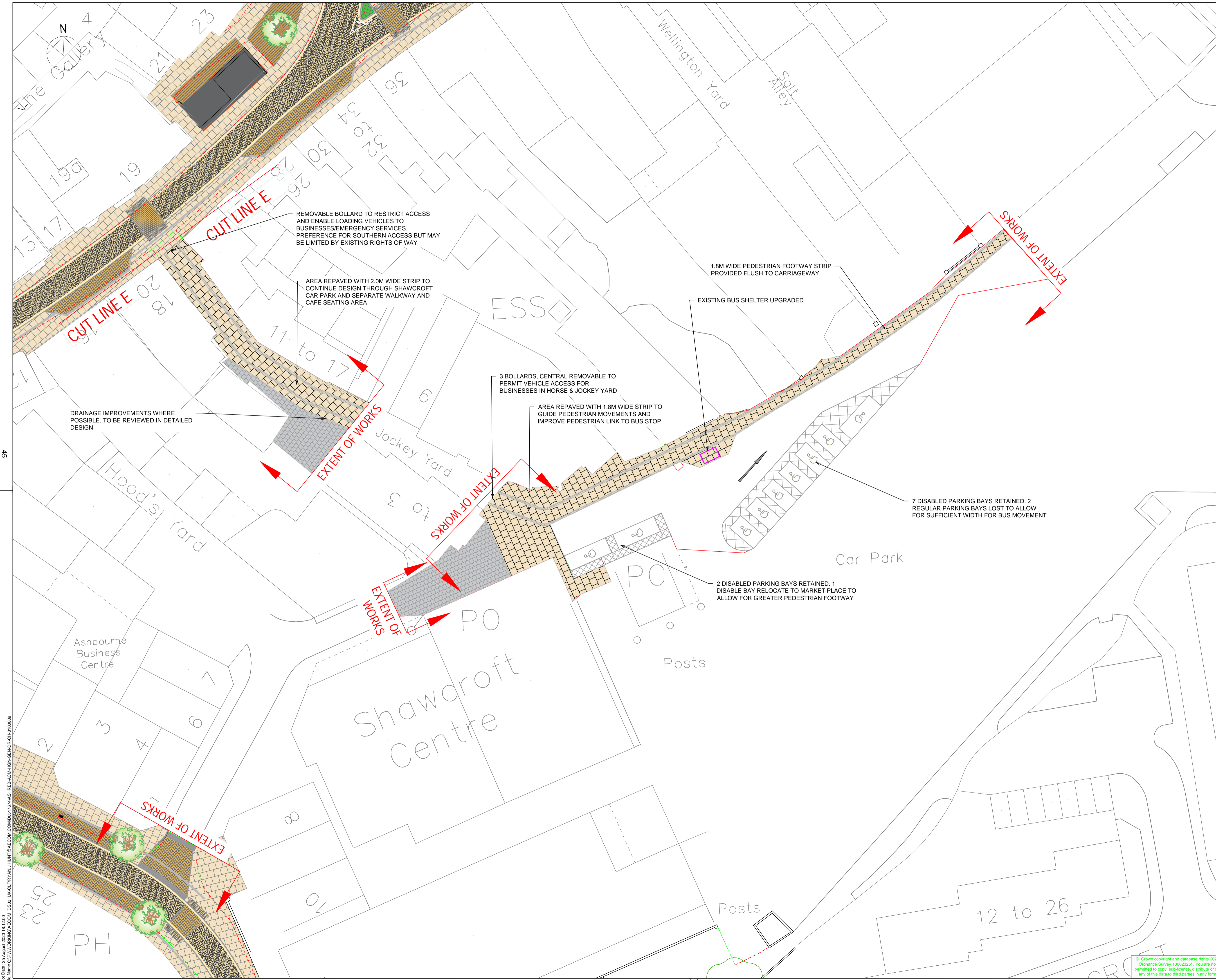
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- GRITSTONE KERB
- CHANNEL KERB LAID FLUSH WITH CARRIAGEWAY
- DUTCH ENTRANCE KERB
- EXISTING KERBLINE (UPSTAND)
- EXISTING KERBLINE (CROSSING/ACCESS)
- INDICATIVE RED LINE BOUNDARY

NO.	REVISION	BY	DATE	SUFFIX
1	ISSUED FOR PERMIT	JS	---	PO1.2

REVISION DETAILS

Purpose of issue: Initial status or WIP

Client: Derbyshire DALES District Council

Client: DERBYSHIRE County Council

Project Title
ASHBOURNE REBORN

Drawing Title
General Arrangement

Designed: JS
Drawn: JS
Reviewed: ---
Verified: ---
Approved: ---
Date: ---

Internal Project No. 60707682
Suitability: S0
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Location: ---

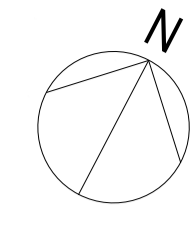
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1 Originator
1 MCGW
1 Number

Rev: P01.2

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- NATURAL STONE SLABS
- GRANITE SETT STONES (MARKET PLACE)
- PROPOSED LIMESTONE SLABS
- EXISTING SLABS TO BE RETAINED
- LIMESTONE SETTS (BUXTON ROAD)
- STONE SETTS (MARKET PLACE)
- NATURAL STONE KERB
- NATURAL STONE SLABS
- TACTILE PAVING
- WAYFINDING SIGN
- LIGHTING COLUMN
- UPLIGHTERS

Minor amendments following client comments - clarification of text	JS	RH	06/09/23	P02
Initial Issue	JS	RH	30/08/23	P01

REVISION DETAILS

Purpose of issue: Suitable for review & acceptance by an appointing party

Client

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Project Title
ASHBOURNE REBORN

Drawing Title
Listed Building Consent Proposed Layout

Designed JS	Drawn JS	Reviewed RH	Verified SH	Approved SH	Date 30/08/23
Internal Project No. 60707682	Suitability S5		Volume		

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Ashbourne Reborn, Highways and Public Realm

PROCUREMENT STRATEGY

June 2023

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1. Executive Summary

The Ashbourne Reborn, Highways and Public Realm project is funded by the Levelling Up Fund (LUF2) and associated match funding. The LUF2 funding was secured by Derbyshire Dales District Council (DDDC) who are the 'Accountable Body' for the delivery of the project. They have a duty to ensure that the funding conditions are met, one of which is to ensure that any procurement is fully compliant with the Public Contracts Regulations 2015.

Derbyshire County Council (DCC) are the delivery lead for the project, in part due to the County's ability to access frameworks with contractors who are experienced and competent in the delivery of the Ashbourne Reborn scope of works.

It is critical that all options are explored when considering how this project should be procured and delivered. This procurement strategy has been prepared so that the project needs can be considered along with the solutions that are available in the current market.

The project programme is optimistic due a delay in the funding announcement and inevitable impact this has had on all LUF2 funded projects.

The completion milestone is fixed as March 2025 (although some negotiation has taken place with Department for Levelling Up, Housing and Communities (DLUHC) which, if approved, could see an extension to July 2025.

When considering options, programme must be kept in mind for this reason. Delays to procurement and appointment of the main contractor will inevitably lead to failure to meet the funding milestones.

To allow us to progress with the next stage of the Ashbourne Reborn Highways and Public Realm project, the project team have worked through the compliant options for the appointment of a Main contractor to include ECI, which will enable us to advance through RIBA stage 4, detailed design.

A design and build form of contract should be adopted given the time, and cost certainty it delivers when compared to a more traditional route. DCC should therefore look to utilise a suitable framework due to the programme advantages this offers over an open tender approach.

The MHA+ framework is a suitable framework to accommodate the project needs and is one regularly used by both this, and other authorities for this scale and nature of project. It is therefore recommended that DCC access this framework to develop this scheme further through ECI input into Stage 4 Design and onto Construction.

Due to the current level of outline design already procured-to obtain planning permission, it is deemed that the design and build contract through the MHA+ MSF4 framework would be ideally suited for this scheme. It is also recommended that the contract be awarded through either the mini competition or direct call off route, with direct call off currently being the

preferred option, using the option of Contractor Early Involvement (ECI) under the NEC 4 X22 clause.

Although a single contract includes both design and construction, the contract is delivered in two stages. The first stage will be used for the design and associated works. The second stage will be used for construction. There is no obligation on the Council to proceed from stage one to stage two and therefore no liability, at this time, for any construction costs.

It should also be acknowledged that there are responsibilities on DCC that sit outside what the contractor will deliver, and such responsibilities will be managed collectively through the project team already appointed, along with additional technical resource.

It is important that this work is commenced as soon as practicable to avoid further delay and to ensure the project gets the right level of input as it progresses. It is also vital that the project secures the necessary key decisions at the relevant programme milestones. Specific key decision reports will be prepared in line with the programme to include entering into the design and build contract.

2. Introduction

2.1. Background

DDBC submitted a bid for Levelling Up Fund (LUF2) monies in 2022 and was subsequently awarded approximately £13m funding in January 2023. Over £8million of this funding is for delivery of the Ashbourne Reborn Highways and Public Realm Project, for which DCC are the lead delivery partner.

DCC have appointed Bentley Project Management (BPM) as their Project Director and Aecom for the Stage 3 Design and submission of the planning application.

For the purposes of this report DCC are often referred to as the *Client* as defined under the NEC form of contract.

The Highways and Public Realm Project draws together improvements to key sites across Ashbourne. To ensure an efficient and cost effective approach and avoid duplicating procurement activities, all project elements are to be delivered within the main construction contract. Different contractors for different elements of the public realm package would present challenges regarding the co-ordination of works and in maintaining consistency in the quality of work and use of materials. The appointment of a single contractor is therefore considered the optimum approach, especially given that the main constraints are cost and programme.

2.2. Report Purpose

This report sets out the procurement strategy for the Ashbourne Reborn Highways and Public Realm scheme, referenced throughout this report as “the scheme”, and has been developed in line with the NEC Establishing a Procurement and Contract Strategy Volume 1 (2017) to meet requirements associated with LUF grant expenditure.

The aim of the report is to discuss different procurement routes as the means of achieving the procurement strategy and will include the contract strategy that best meets the client’s needs, while remaining focused on Derbyshire County Council’s delivery ambitions and values. These consist of working in collaboration with their partners, upholding social, and environmental values, delivering value for money through working with best practices and making the best use of the resources available.

3. Phasing and Programme Constraints

There are a number of key constraints governing the overall programme and approach to the Ashbourne Reborn scheme, its procurement and delivery, including:

3.1. LUF Funding Drawdown Deadline

A key constraint of the scheme is the need to evidence delivery and complete drawdown of LUF funding by March 2025. There will be no opportunity to draw down LUF funding beyond this date. As a result, the scheme cashflow has been outlined to prioritise draw down of LUF monies, using match funding only to complete the scheme after the LUF draw down is complete. Given the scheme programme is currently indicating an expected construction period of May 2024 – July 2025 it is considered that this will be achievable unless further delay occurs. The Procurement Strategy has given due consideration to which options allow for an increased construction, and Early Contractor Involvement period (discussed in section 9 - Programme).

The baseline programme can be summarised as follows for the purpose of this report:

Activity	Baseline Programme	Comments
Appointment of Design Team	May 2023	Aecom appointed for Stage 3 only
RIBA Stage 3 Design Complete	August 2023	
Funding Agreement in place	August 2023	Without this Stage 4 design cannot proceed
Listed Building Consent Application Submitted	August 2023	
Listed Building Consent Granted	November 2023	
ECI procured and Appointed	September 2023	
RIBA Stage 4 Design Approved	March 2024	
Main Contractor Appointment	April 2024	
Start on Site	May 2024	
Completion on Site	July 2025	This date remains subject to DLUHC approval

Whilst programme milestones are those defined by the DLUHC monitoring returns, it should be noted that there are effectively 3 tender stages¹ in progressing the Ashbourne Reborn scheme proposals that are defined below:

Stage 0: Pre-planning (up to planning consent, not usually defined as a separate stage).

This stage includes:

- preparation of any baseline site information including any known constraints
- technical work required to support a planning application such as an environmental impact assessment
- survey and investigation work required to support a planning application
- preparation of the planning application
- planning determination

¹ [MHA MSF3 X22 Process Map](#)

Stage 1: Pre-construction.

This stage includes:

- planning activity in conjunction with stage 1
- post-planning activity e.g. discharge of planning conditions
- detailed design
- design approvals and technical compliance

Stage 2: Construction.

This stage includes:

- construction of the scheme

Stages 0-1 do not necessarily follow in sequence and there may be overlap in stages to accelerate the programme.

The following sections of the report will refer back to the above 3 stages in order to clarify roles and responsibilities and risk allocation:

- Choice of contract
- Procurement options and associated forms of contract
- Design and build contracts
- Employer responsibilities
- Programme
- Gateway reviews and decision making

3.2. Duration and Commencement

In accordance with the funding milestone the scheme is due to commence on 3rd May 2024.

4. Choice of Contract

There are generally two approaches to this type of project:

- Traditional
- Design & Build

Cost reimbursable contracts such as construction management or management contracting have been discounted due to DCC's key drivers on the project i.e. time and cost certainty.

With either of the above options, planning, approvals, land and legal would typically be controlled and managed by the Client and not passed to a contractor. The associated risks would be typically taken on by the Client.

The table below summarises the key features of the two approaches:

Traditional (with pre-construction services agreement)	Design and Build
	DCC appoint designer to develop designs and submit planning application
Outline design is completed by the designer for planning	Outline design is completed by the designer for planning
DCC appoints designer for the full scheme	DCC appoint an ECI contractor to input into the design including phasing and 'buildability'
If early contractor involvement is desirable, then DCC would enter into a stage 1 Pre-Construction Services Agreement (PCSA).	DCC appoint a contractor for the construction works and novate the designer
Planning is obtained by DCC	Planning is obtained by DCC
Detailed design is undertaken by DCC's designer with input from the contractor	Contractor continues to produce the detailed design
A target cost is developed from the detailed design and agreed with the employer.	A target cost is developed from the detailed design and agreed with the Client.
	N.B., the point at which the price is fixed will change the risk profile for the employer and the contractor. Fixing the target price earlier in the design phase will typically lower the risk to the employer but increase the target price. This is because design changes or corrections (not arising from scope changes) will be a contractor risk and will not change the target price. The contractor will therefore require additional contingency sums to mitigate their additional risk.
Notice to proceed issued and Stage 2 of the contract commences. The contractor starts work on site.	Notice to proceed issued and Stage 2 of the contract commences. The contractor completes any outstanding design and starts work on site.
Higher risk of exposure to DCC as design changes or corrections will be an employer risk, resulting in increased construction costs. Scope changes are a DCC responsibility. Overall project costs are likely to be lower as the employer retains more risk.	Lower risk exposure to DCC as any design changes or corrections will be a contractor risk, and do not change the target price. Risk is not eliminated due to the pain/gain mechanism of the Option C contract in which both the employer and contractor share the risk of cost overruns above the agreed target price. Scope changes are a DCC responsibility.

In order to make a recommendation on which approach to take, we have to consider DCC's overall objectives identified above. Time and cost certainties are key drivers for DCC and the design and build route provides greater certainty at the point in which the construction commences, than if a full traditional approach were to be adopted.

5. Procurement Options and Associated Forms of Contract

5.1. Procurement Options Considered

In order to progress the design and build contract option we also need to consider what procurement options are available to DCC. The following procurement options are considered within this section:

- In-house delivery
- Open Find a Tender Service (FTS²) tender
- Restricted FTS tender (with competitive dialogue)
- FTS compliant framework
 - SCAPE
 - Midlands Highway Alliance Plus (MHA+) framework
 - Mini competition
 - Direct call off - using model projects
 - Sub regional Call-off

5.2. In-house Delivery

DCC does not have the capacity to deliver a scheme of this size in house, and whilst considered this was discounted at an early stage.

5.3. Open FTS Tender Procedure

The project could be tendered through the Find a Tender Service (FTS) which replaced the former OJEU process following the UK's withdrawal from the European Union in January 2021. This process would constitute an open tender for construction activity on the project and provides the opportunity for any interested bidder to tender for the work, which increases the level of competition and can result in bids from a greater number of suppliers.

Whilst this process theoretically enables a high level of competition and coverage in the market, there could be associated risks for the Client with the quality of responses (given the complexity and value of the scheme) and the willingness of the larger organisations who are enabled and experienced in this type of work to respond to an open tender of this scale and value given current market conditions.

The overall timescales with this approach are typically 4-6 months longer than utilising a framework. This will push back the scheme delivery and prevent funding milestones being met.

² Find a Tender Service (FTS) replaced OJEU / TED in the UK on the 31st December 2020

5.4. Restricted OJEU tender (with competitive dialogue)

The project could be tendered in a two-stage process allowing for an initial qualifying stage to shortlist suitable contractors, who would then be invited to participate in a dialogue stage.

Competitive dialogue allows tenderers to submit initial solutions after being successful at the selection stage. It then allows the contracting organisation to negotiate proposed solutions with bidders. The process of competitive dialogue is often used when greater flexibility is needed in projects where key elements of the project are unable to be specified at the time of tender allowing bidders to have a key role in defining the solution.

Whilst this process can offer value and innovation, practically the process of competitive dialogue can incur enormous costs for both the contracting authority and the bidders (with some bidders often unwilling to take part in this process without the underwriting of costs from the contracting authority). The process is also likely to take a much longer period, given the complexities of liaising with multiple bidders on potentially different construction solutions.

The overall timescales with going down this route are typically 4-6 months longer than utilising a framework. This will push back the scheme delivery and prevent funding milestones being met.

5.5. FTS compliant framework

We have considered which frameworks are available, and whilst other frameworks such as Pagabo and Highways England's own framework are available, the following frameworks are the ones most commonly used for this type of scheme in this regional area.

5.5.1. SCAPE Framework

The SCAPE Civil Engineering National Framework offers a direct procurement option for the delivery of major, complex civil engineering works. The framework offers an end-to-end service from pre-construction and ECI / feasibility advice through to project delivery, and also offers an opportunity to partner with an experienced contractor to develop and deliver the project.

The framework lends itself to design and build and is currently used by a number of local authorities. The framework features a number of phases but importantly includes a stage prior to entering into a two-stage contract where the contractor can familiarise themselves with the scheme (referred to as Stage 0), identify workstreams, and provide budget estimates for the design and build elements.

The four-year framework – which is available for use by all public sector organisations - will accelerate the delivery of Infrastructure Projects of all values and is live until November 2026.

SCAPE is most useful when utilised at early Inception stage which allows the opportunity to take advantage of the 'free' Feasibility work (the cost of this work will just be incorporated into their rates). As the Feasibility work had already been commissioned separately by the District Council, and a Designer appointed At Risk by the County Council to allow the project to progress to a planning application as per the bid milestones, the effectiveness of using SCAPE is questioned.

Using the Civil Engineering National framework from SCAPE would limit the Contractor options. Balfour Beatty are SCAPE's National provider and the only option. There is no opportunity to demonstrate Value For Money.

Balfour Beatty do not have a presence in this region and therefore the quality of the specific requirements of this appointment may be compromised, not least their ability to provide the level of public and stakeholder engagement required before, during and after the construction period. Contractors that are based further afield, often don't deliver the appropriate level of Social Value Outputs or Client/Customer Care in respect of Defect Resolution.

5.5.2. Midlands Highway Alliance Plus (MHA+) Medium Schemes Framework 4

The MHA+ is developed and run with the support of the Regional Improvement and Efficiency Partnership, now working together with other similar regional construction frameworks. The current Medium Schemes Framework 4 (MSF4) has replaced MSF3 from April 2022, it is a like for like replacement, it closely follows the most recent National Construction Category Strategy for Local Government - Effective Construction Frameworks, January 2016.

The framework scope of the MSF4 is for the execution of highway, civil and municipal engineering works. Typical schemes may involve, but not exclusively be, highway improvements, highway maintenance, highway infrastructure works (including bridges, subways, culverts and retaining walls), public realm works (town centre enhancements), drainage improvements, canal works and other infrastructure works such as waste management facilities.

The Midlands Highway Alliance (MHA+) was formed in 2007, with a key objective to develop an effective procurement option for the delivery of highway civil and municipal engineering schemes, and that makes it suitable for procurement for the Ashbourne Reborn scheme. The Framework is used as a model for regional alliances being set up across the country. The common aim is to work together to improve performance, share best practice and make efficiency savings in the delivery of highway services. It is estimated by MHA that the Framework has saved member authorities £4million a year.

MSF4 commenced in April 2022, having run through a Find a Tender (FTS) procurement exercise, and with no Lot restrictions on suppliers (i.e. the framework selection was wider, with existing Lot 1 and Lot 2 to widen the pool). The maturity of the framework and

contractual protocols provides a number of advantages, in particular on management of risk, and no upper ceiling on scheme cost.

The ethos of the framework is to achieve efficient methods by working collaboratively. All parties are expected to share experiences and innovation for the mutual benefit of the framework community. The project teams work together to introduce innovation, share learning, and improve programming and use of resources, all areas which align closely with the Client's values. In line with DCC's core values the MHA+ framework is committed to provide opportunities to create social value by creating additional social, economic and environmental benefits.

The framework also allows for Early Contractor Involvement building on collaboration, knowledge sharing and a spirit of trust and openness. This supports the ability to mobilise quickly, and it also allows greater time and opportunity for ECI to achieve lowest outturn cost.

5.6. MHA+ MSF4 Route to Market

Under the MHA+, the form of contract will be the NEC4 Framework Contract (June 2017), and the Client may award works using one of the following options:

5.6.1. Mini-Competition

The Client may opt to invite all contractors on the framework to compete under a mini competition, by formally inviting them to submit a mini-tender. Only the contractors who respond in full to the requirements of the mini competition by the deadlines will be considered. Once the deadline has passed the Client will open and evaluate the returned mini tenders based on a pre-described tender scores, for both quality and price, with the prices being evaluated under a full price weighting percentage system. The contractor with the highest aggregate score (i.e. for price and quality) will be invited, via instruction, to follow the framework's quotation procedure.

Under normal circumstances, the mini competition route would be deemed as offering the best value for money, based on the nature of the competitive tendering process. However, the additional time taken to conduct the mini competition process, out-weigh the potential benefits on the price. It should also be noted that while mini-competition may well produce a lower initial target price, it does not necessarily lead to a lowest outturn cost. Under NEC4 Option C, this will be based on the actual cost of the work (the *defined* cost), which is much more likely to be influenced by maximising the time available for Early Contractor Involvement (ECI), to provide efficiencies in the construction programme.

Consideration should also be given to the extent of the mini competition scope; as it is envisioned that the initial scope would only include a detailed requirement for stage 1 (pre-construction), and an outline for stage 2 (construction). The output from stage 1 would be a

programme forecast and price for the works (Target Price) for stage 2, and therefore the competitive nature of the mini competition would be for a relatively minor element of the whole Works.

It is expected that it would take up to three months to conduct a mini competition.

The current programme has a short construction period of 14 months for the Highway and Public Realm works, this assumes a DHLUC approves the extended completion date from March 2025 to July 2025. However, it should be noted that without a contractor on board, there is a high level of uncertainty on the construction timescales, and any delays in appointing the contractor, are likely to impact on completion date, or the cost if the completion date is fixed.

5.6.2. Direct Call-Off

The Client awards the works by selecting the contractor who is considered to be the most economically advantageous having regard to a particular Model Project or Projects³ and the quality criteria which are considered most relevant to the Scope.

The Model Projects under consideration for the scheme are Scheme C- A158 Nettleham Roundabout Improvements and Scheme D- A38/BREP Scheme G.

The Client may select either a single project or a number of projects which most closely align to the particular details of the scheme. If more than one Model Project is chosen, then each of the selected model projects is given a weighting percentage. The quality mark and price mark for each contractor will be added together, and the contractor with the highest overall mark will be issued with the instruction to provide a quotation in accordance with the quotation procedure. If the contractor with the highest score is unavailable, then the Client may choose the next highest scoring contractor.

The advantage of using the direct call-off approach at this stage in the MSF4 development, is that the contractor's quality and price marks are relevant to today's market, based and assessed against current Model Projects, with a much-reduced time frame compared to that of the mini competition. This would in effect allow the scheme to regain some of the time lost in receiving notification of the LUF funding and appointing the project team, and allow for a longer Early Contractor Involvement (ECI) phase of the scheme, which has been proven to reduce the overall price of the scheme.

³ The MSF4 has four model projects Bardon Road, A40 access to Witney, A158 Nettleham Road Roundabout and the A38 / BREP Scheme G

The MSF4 allows for the Client to use an NEC4 Option C contract, with mature and well-established risk allocations and transfer between parties; along with established tolerances to provide greater cost and programme certainty, with a pain/gain mechanism to incentivise contractor delivery against both programme and target cost.

5.6.3. Sub-Regional Call-Off

At the outset of the framework a contractor will be identified to deliver the works within a defined geographical area based on the demonstration of being the most economically advantageous in that area through a Model Project or Projects.

DCC would be able to directly approach the sub-regional contractor (currently Galiford Tri) and issue an instruction to follow the quotation procedure. This may have the advantage of a much-simplified appointment mechanism, and a potential to reduce the overall cost through partnerships and longer-term relationships, however it is not to be seen as an automatic choice with deciding on a selection option.

The main benefit of this route is the level of knowledge and experience the sub-regional contractor has of working with DCC and vice versa. This includes knowledge of the County's standard specification and processes and ways of working E.g. Traffic Management approval processes, TRO applications and timeframes. The Contractor already has relationships with DCC internal teams such as Network Management. This can add value through construction programme time savings when co-operation and approval is required by DCC teams, e.g. Permit applications during both the pre construction and construction phases.

Due to the current relationship, DCC have a thorough understanding of the sub-regional contractors rates and the quality of their work. They are aware of any issues arising on other projects and can act accordingly. The wider DCC programme of work can also be used to incentivise the sub-regional contractor when contractual issues arise such as compensation events. Essentially the sub-regional contractor is more invested in DCC as a client for the long term than another contractor may be and therefore, often more willing to share the project risk.

A perceived risk of this approach is that the sub-regional contractor may not be as competitive. This has not been the experience of DCC officers to date.

6. Form of Contract

DCC have advised that the preferred form of contract is NEC4 Option C, with secondary clause X22 when awarded.

6.1. Incentivisation

The NEC4 Option C contract allows for the Contractor to be incentivised through the pain/gain mechanism. A contractor's share, more commonly referred to as the 'pain/gain' mechanism within NEC ECC Option C contracts, is a mechanism enabling the Contractor

(and/or the consultant team) to share the benefits of cost savings, but also to bear some of the cost when there are cost overruns.

Cost savings and overruns are assessed against the total of the Prices (the target) and any subsequent changes to Scope and price during the works themselves, via the implementation of compensation events. At a framework level the contactors share is outlined in the below table.

Share Range	Contractor's Share Percentage
Less than 80%	30%
From 80% to 100%	50%
From 100% to 110%	50%
Greater than 110%	100%

Using the table above and the example of a project with a price set at £1m:

- Contractor delivers works for £750k, an overall saving of £250k.
- Contractor receives 30% of the saving which is below 80% of the total price (30% of £50k = £15k)
- Contractor receives 50% of the saving which is between 80 to 100% of the price (50% of £200k = £100k).
- Therefore, although the works cost £750k, the total cost to the Client is £865k (£750k + £15k + £100k). The overall scheme saving therefore becomes £135k.

This format is also applicable where costs overrun and are apportioned in line with the above table as below:

- Contractor delivers works for £1.2m, an overall pain of £200k.
- Contractor is liable for 50% of the first £100k (50% of £100K = 50K)
- Beyond that the Contractor is liable for all the pain beyond that first addition 10% so in this example..
- Above £1.1m the contract pays the remainder or £100k in this example.
- Therefore, Total cost to client is £1,050,000.
- The contractor is liable for £150k and this will just come out of their profit Margin.

A contractor would not usually sign up for any pain in the first 10% overrun of costs, usually their pain margin comes in after this. This is only an example for the purposes of explaining how this can work.

There will also be contractual obligations where further pain could be appointed to either party based on other NEC terms to be agreed at the contract negotiation stage.

6.2. Contract and Performance Management

Key Performance Indicators (KPIs) are in place as part of the MHA+ framework which apply to all projects and are reported into the Community Board. This enables transparency around performance of all parties.

6.3. Management of Contract Risk

Contract risk is to be managed as part of the overall project risk management process. Contract risk is to be reviewed regularly by the Project Control Board, Steering group and Project Manager/Team.

Gateways are to be established for review, and these are to be activity rather than time based i.e. dependent on progression through key milestones i.e. legal agreement, planning etc. It is also envisaged that the project will be subject to Independent Gateway Reviews conducted by Local Partnerships at key stages including prior to 'notice to progress to stage 2'.

6.4. Procurement Risk

Use of the proposed MHA+ route will mitigate the majority of procurement risks in that DCC are proposing an established FTS and market compliant route to procurement that has been used successfully on a number of major projects by the County Council. The MHA+ selection of contractors for the framework has/will have already completed financial and capacity checks as part of the approval process prior to contractors being added to the framework. Additionally, it is anticipated that, should a design and build route be preferred, this is likely to mitigate the majority of contract risk for the Client.

7. Employer Responsibilities

This section sets out which elements of the project sit outside the design and build contract.

7.1. Reference Design (employer's requirements)

As identified above, in order for a contractor to provide any budget and programme information for the scheme, they require a Scope forming part of the contract NEC 4 ECC Option C, including any baseline information and any specific requirements the Client has to inform their proposals. Upon entering into a design and build contract, the design responsibility sits firmly with the contractor and not the Client.

7.2. Planning Applications

Outline designs have already been carried out, with Planning Applications being submitted for elements of the public realm including Shrovetide Walk and Millennium Square. Both applications were approved by Derbyshire Dales District Council. The existing planning consents are to be novated to DCC. A further Planning Application and Listed building Consent is required.

7.3. Land Assembly

Land assembly and all associated legal agreements will be a Client responsibility. Currently, no land acquisition is anticipated.

7.4. Technical Assurance

As the delivery lead, DCC will provide the technical assurance capability for the scheme. It is expected that the Contractor will be required to provide a programme⁴ of design submissions to allow DCC to manage their resources effectively.

8. Professional Team Procurement

8.1. Contracts placed to date

No contracts have been placed to date for the delivery of the scheme, beyond professional support for the planning submission as shown in the table below:

Organisation	Purpose	Framework
Aecom	Riba Design Stage 2/3	MHA+ PSP3
BPM	Project and Cost Management	MHA+ PSP3

Both of the above professional services were appointed through the MHA+ PSP3 extension.

BPM were appointed originally by the District Council under a Waiver in accordance with Contract Standing Orders to support the development of the LUF2 Bid for the Ashbourne Reborn Programme. After the Funding Announcement was made and it had been agreed that the County Council would be the Lead Delivery Partner for the Highways and Public Realm

⁴ This is usually in the form of a standalone Issue and Release Schedule (IRS), which is submitted with the Contractor's Cl.32 programme

element, DCC appointed BPM (At Risk) via the MHA+ PSP3 Framework extension as a direct call off to ensure that the project could continue to progress as without this Project Management resource, DCC could not ensure that the funding milestones could be met. This ensured project continuity as well as ensuring that BPM’s knowledge of the project, bid and all events and decisions already made, was not lost.

Aecom were appointed via direct call off from the MHA+ PSP3 Framework extension by the County Council. Aecom are the Regional Supplier under this lot and as such are the preferred supplier.

As already set out above, the MHA+ Framework is a compliant framework and therefore accessible by the County Council. It is used regularly by DCC and so the internal procurement process is accepted and as a result, an expedient route to appointment.

DCC appointed Aecom as Designer to progress the scheme from Concept Design through to the end of Stage 3 design, concluding in submission of the planning application. At the time of the appointment, the programme was in delay, in part due to a delay of the funding announcement of 3 months by DLUHC. This meant that no further delay could be tolerated if the project was to stay on programme and subsequently achieve the funding milestones set out in the approved bid.

From the three Designers available, Aecom were selected due to the County’s experience of working with them on other projects. A key factor was officer experience of Aecom’s competence with highway and public realm design but also, critically, stakeholder and public engagement which will be the key to the success of this project.

8.2. Future procurement appointments

It is anticipated that due to a lack of suitable internal resources within DCC that there will be a requirement to utilise current frameworks to procure additional specialists. The table below identifies which external resources are anticipated being procured:

Organisation	Purpose	Framework
BPM	Project Director and Project and Cost Management	MHA+ PSP4
Aecom	Design Stage 4	MHA+ PSP4

Future contracting will be determined by whether a design or design and build approach is used.

8.3. Procurement Monitoring

All procurement is to be monitored using the register at Appendix 2 as required by DLUHC. This is to be completed for all procurement, including historic appointments by the District and County Councils and should be to be kept up to date and reviewed regularly. This is to allow DDDC to provide this to DLUHC on demand / retain for audit purposes.

The register is also to be provided to DDDC quarterly to allow the District to demonstrate due diligence as the Accountable Body for the LUF2 funding.

9. Programme

The procurement options have considered DCC's key drivers of time and cost certainty for the scheme, and while a Design and Build contract provides this level of certainty, it must be noted that this level of assurance is only gained once the contractor has been appointed to provide the Works.

A key consideration for time must be DLUHCs imposed scheme completion date of March 2025. As previously mentioned the period for construction is 14 months (July 2025). There is a high level of uncertainty on this construction period until the contractor is engaged to provide forecasts for stages 1 and 2. It is therefore essential that the procurement strategy considers the most suitable option to engage a contractor at the earliest opportunity. This approach has been proven to accelerate the delivery and reduce costs by allowing the contractor to gain a greater understanding of the requirement, offer value engineering solutions, effectively plan resources, and manage risk more effectively. It is estimated that ECI has generated savings of over £26 million through MSF up to March 2018, and that the 'sooner a framework contractor is selected, the greater the potential savings'⁵.

The project programme at Appendix 1 has, for the purposes of illustration, been developed using the MHA+ MSF framework utilising a Design and Build process. Any delays in appointing a design and build contractor will have an adverse impact on the ability to engage the contractor under the Early Contractor Involvement process and will impact the design and approvals duration; ultimately impacting on the construction duration and the outturn costs.

10. Conclusions and Recommendations

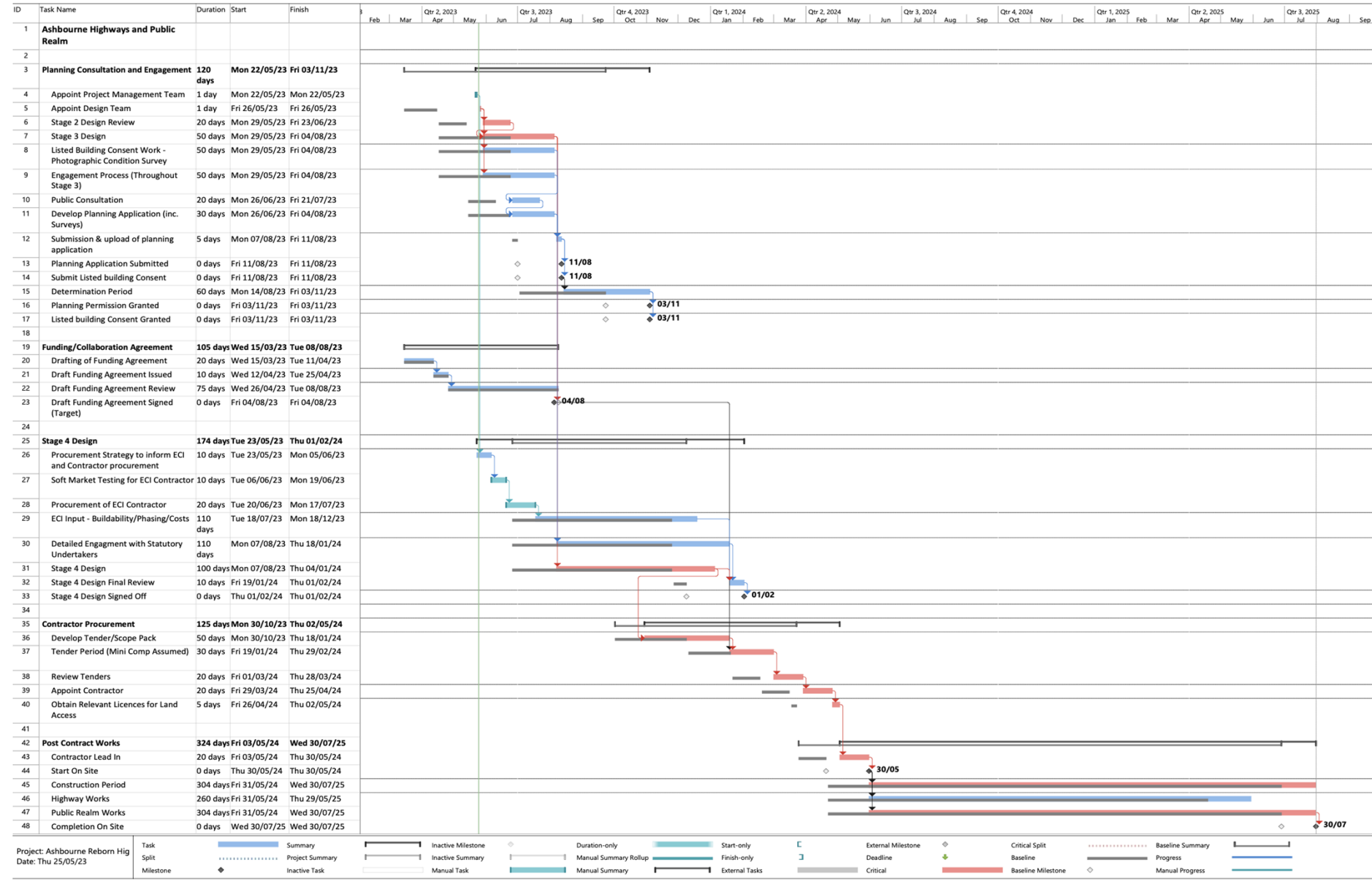
We have considered the project requirements along with the options available for procurement and the associated forms of contract to arrive at a set of recommendations that should be considered by the Project Control Board. The recommendations are set out below:

- Adopt the strategy of using a direct call-off design and build contract utilising the MSF4 framework, and X22 ECI. It is anticipated that the MSF4 'Model Projects' which align closest to the Ashbourne Reborn scheme are scheme C – A158 Nettleham Roundabout Improvements and scheme D - A38 BREP Scheme G which includes a public realm element.

⁵ <https://www.mhaplus.org.uk/work-streams/medium-schemes/early-contractor-involvement/>

- Develop suitable scoping documentation (design reference, including the MHA+ Annexes A and B) that can be used as the basis for the above appointment, documentation to be prepared in advance of the MSF4 framework appointment, and to include the requirements for stage 0/1 and outline requirements for stage 2, using NEC 4 X22.
- It is our intention to use the MSF4 framework to engage a contractor for Ashbourne Reborn. The potential for social value benefits and enabling local sub-contractor supply chain opportunities will be considered within the specification for the works.

Appendix 1 - Outline Programme



Appendix 2 Levelling up Fund Procurement Register

Levelling Up Fund Procurement Register Guidance

The Council will need to complete and maintain this document with all completed and planned procurements for the lifetime of your Levelling Up Fund (LUF) project(s). The register will enable the DLUHC to go and will be used for sample testing during Deep Dives.

A separate LUF Procurement Register should be maintained for each LUF Project.

The Council will be required to provide a copy of this document when requested during a Deep Dive. The Council and projects must demonstrate the correct application of public procurement principles and legislation for the appropriate nation, when awarding contracts/agreements funded by the grant and

Important: The grant awarded to the Council is within the remit of public funding, therefore the Council is required to ensure any further disbursement of the grant to the likes of third parties (project partners, sub-grant partners, suppliers, contractors) contracting regulations for the relevant nation, and where applicable UK subsidy control rules. The Council must put in place adequate controls and checks where any procurements are being undertaken by a third party and not the Council, and must We expect that at all times, all Grant Recipients to carry adequate due diligence in awarding contracts under this grant. Councils must ensure all documentation relating to any contracts awarded, or expenditure funded by the grant is retained on file assurance and audit requirements.

We expect Grant Recipients to have robust governance processes in place throughout to ensure that their agents, intermediaries, and sub-contractors, sub-grant partners also comply and adhere to professional and ethical standards, all other applica

- Anti-corruption
- Fraud & Bribery
- Money laundering

Legally binding agreements must be in place clearly setting out key obligations, with robust terms & conditions to protect public funds and public funded assets.

Grant Recipient	enter here
Project Name	enter here
Project Reference	enter here

Annex 1 Completed Procurements
Please provide details of all 'completed procurements' for the project which are 'above threshold'.

No	Contract reference or No	Value of the contract	Name of Supplier	Description of works, supplies or services provided under the contract	How was this contract procured?	Where a procurement framework has been used, please provide details of the framework used.	Who has led this procurement? If a third party (and not the council) please advise	How was the contract advertised?	Is there a Contract Award notice? (Insert Hyperlink to Notice)	Contract Commencement Date	Contract Completion Date	Does your organisation hold all the relevant procurement documents? (Y/N)

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Direct Award Contracts: Any direct awards must be logged with clear justification, outlining how this contract is exempt from the general principles of advertising and tendering contract opportunities. We expect full transparency including details of contracts that the Council have awarded via a non-procurement route. The Chief Finance Officer must sign and declare approval within the procurement documentation for any contracts award via this approach.

No	Contract reference or No	Value of Contract	Name of Supplier	Contract description	Who is awarding and managing this contract? If a third party (and not the council) please advise	Please provide reason for direct awarding	Contract Commencement Date	Contract End Date	Is there a Contract Award notice? (Insert Hyperlink to Notice)	Who is the contract or agreement with?	Does your organisation hold all the relevant procurement documents? (Y/N)

Levelling Up Fund Procurement Register- Procurement Pipeline

Grant Recipient	enter here
Project Name	enter here
Project Reference	enter here

Annex 2: Procurement Pipeline
Procurements which the Council is planning to undertake above contracting threshold

No	Anticipated value of the contract	Description of goods, works, or services that will be provided under the contract	Who is managing and leading this procurement? If a third party (and not the council) please advise	What procurement route do you intend to take (open, restricted)?	Frameworks: Is the Council intending to use a procurement framework, if yes, which framework is intended for use and who owns the Framework (NB: the Council must ensure frameworks are active, and have not expired)	Anticipated procurement commencement date	Anticipated contract award date	Where will the contract opportunity be advertised?	Anticipated contract completion date.
1									
2									
3									
4									
5									

Direct Award Contracts: Any direct awards must be logged with clear justification outlining how this contract is exempt from the general principle of advertising and tendering contract opportunities. We expect full transparency including details of contracts which the Council intend to award via a non-procurement route. The Chief Finance Officer must sign and declare their approval within the procurement documentation, for any contracts to be awarded via this approach.

No	Anticipated value of the contract	Contract description	Who is awarding and managing this contract. If a third party (and not the council) please advise	Please provide reason for direct awarding	Contract commencement date	Contract end date	Who is the contract or agreement with?	Is there a Contract Award notice? (Insert Hyperlink to Notice)
1								
2								

3								
4								
5								

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Appendix 9 – Programme and Project Risks

Top 10 Strategic Programme Risks

	Risk Title	Short description	Consequences	Mitigation	Post-mitigation score
1	Project costs	Project costs exceed budget	Inability to deliver all aspects of projects with potential shortfall in outputs and reputational damage	Early Contractor Involvement; Value engineering; re-scoping	8
2	Material and contractor availability	Lack of contractor interest or shortage of materials	Pressure on costs and/or delays to delivery	Early engagement with market; procurement strategy	3
3	Funding profile (updated in Q1 to reflect required timeframe)	Failure to spend LUF grant within required LUF timeframe	Lack of compliance with grant conditions; potential withholding of funding and inability to complete projects; reputational damage	Formal change request; backload match funding	6
4	Disruption	Main works cause disproportionate disruption	Reduced trade for town centre businesses; increased journey times; reputational damage	Engagement with key stakeholders; phasing and traffic management strategies	8
5	Safety	Site works cause accident	Injury or death; reputational damage; investigation and project delay	Procurement checks; site management	6
6	Stakeholder expectations (updated in Q1 to increase pre-mitigated impact)	Programme falls short of expectations	Shortfall in outcomes/benefits; reputational damage	Expectation management; early stakeholder engagement; quality control	8
7	Ineligible spend	Grant paid for ineligible spend	Withholding of funds; reputational damage; criminal investigation	Multiple lines of defence; project management procurement	3
8	Site unknowns	Unexpected site conditions cause delay/cost rise	Delay to works on sites and/or rising costs to carry out extra work/studies	Comprehensive surveys pre-works; use of contingency	3
9	Funding agreements	Failure to agree timely formal agreements	Delay to projects; reputational damage	Collaboration with delivery partners; letters of intent to allow work at risk	8
10	Project and programme resources	Failure to put in place project and programme management	Delay to projects; lack of planning; reputational damage	Recruitment; alternative s/term appointments	8

Highways and Public Realm Project top ten risks August 2023

Risk ID	Entry By	Risk Title	Risk Notes	Date Raised	Probability Score	Impact Score	Project Risk	Mitigation Measures	Ownership	Mitigated Probability	Mitigated Impact	Mitigated Risk	Status	Last Review Date	Date Closed	Comments
SC01	Bid RR	No existing utility Information/Surveys	Surveys and drawings may have missing/missed existing or decommissioned services	2.7.22	4	4	16	Early engagement with utility providers to undertake site surveys (GPR survey undertaken). Current design dictates that depth of construction does not extend to the levels where existing services may be struck	Design Team	3	3	9	Open	23.3.23		
F008	Workshop	Failing to meet funding milestones	Not spending the grant within the agreed timeframes March 2025	23.3.23	4	4	16	Proactive programme management. Recognising opportunities to reduce time periods on the critical path. Front loading LUF spend	District and County	3	4	12	Open	23.3.23		to be updated once cost plan is ready (oct 23)
CR005	Bid RR	Availability of materials	The procurement process becomes protracted and absorbs critical construction time resulting in delays to the programme	2.7.22	4	4	16	Clear project delivery programme with key milestones and resource tracking		3	3	9	Open	2.7.22		
Pr002	Bid RR	Minimising disruption to town centre	Need to manage stakeholder expectations on programme - overpromising leads to lack of confidence	2.7.22	4	4	16	Early engagement with local businesses. Implement a well considered communication strategy. Early engagement with Highways Authority for diversion routes.	County Council	3	3	9	Open	23.3.23		
Pr003	Workshop	Impact of traffic management restrictions	There will be localised issues with businesses, offices, residents - with noise and disruption complaints	2.7.22	4	5	20	Early engagement with key stakeholders and develop a scope for the public realm. Agree design of the technical specification at an early stage	County Council	3	5	15	Open	9.8.23		
Pr005	Workshop	Phasing of the construction stage to minimise disruption - prolongs programme	There will be localised issues with businesses, offices, residents - with noise and disruption complaints	2.7.22	4	5	20	Appoint a competent ECI contractor that understands the projects aims and objectives and is realistic and undertakes regular stakeholder engagement to minimise disruption	County Council	3	5	15	Open	23.3.23		
TPR003	Bid RR	Trader disruptions due to highway scheme	Disruption to trader access due to the highway scheme limiting access to the town centre and highway corridor	2.7.22	4	5	20	Communication strategy to be devised to address the pre contract and post contract works. Co-ordination of phasing the works to mitigate disruption. Individual mitigations to be developed to key areas.	County Council	3	4	12	Open	23.3.23		
OTR002	Bid RR	Poor stakeholder engagement leads to reputational risks for DDDC	Opposition from traders, lack of communication of the scheme and its benefits	2.7.22	4	4	16	Ensure buy in from all key partners at the early design stages. Early engagement with key stakeholders and review requirement for additional comms resource and develop the design for the public realm. Regular review of stakeholder management strategy.	District and County	3	3	9	Open	23.3.23		
OTR008	Workshop	Impact of Shrovetide Event after project completion	Shrovetide Walk newly installed street trees and other vulnerable elements are damaged after the Shrovetide event resulting in an increased maintenance cost	3.8.23	4	4	16	Material selection to be based in longevity. Young trees are protected for the first 3years, method of protection to be recorded in the Management Plan. Shrovetide Event organisers to consider how they can increase support to protect the newly installed street assets and public realm works post project completion	Project Control Board	3	4	12	Open	9.8.23		
OTR009	Workshop	Heritage/Archaeological Impact	Two paving surfaces on Market Place/Victoria Sq. Will lead to more expensive and time-consuming excavation/reinstatement works in these locations.	9.8.23	4	4	16	Pre-app engagement with DCC's Archaeologist and LBC. Use previous GPR Surveys, Historical Plans and Data to inform the ECI when developing the Construction Programme. Construction Methodology to include a Archaeologist watching brief during excavation and reinstatement of paving.	Project Control Board	4	3	12	Open	9.8.23		
RES01	Bid RR	Insufficient project resource	Inadequate project or client resources to effectively manage or deliver the project	2.7.22	4	4	16	Project delivery to be put in place to identify and source resource requirements	District and County	3	3	9	Open	23.3.23		

A Risk Review for the Link Community Hub Project will follow for reporting at the next Programme Board.

Appendix 10 – Delivery Plan Milestones

Highways and Public Realm Delivery Plan as reported to Government, July 2023:

Milestone - confirmations	Start Date	Completion	Status	Information/Issues/Concerns
Project Start and finish date	January 23	July 25	Ongoing – on track	
Partnership Agreements	March 23	August 23	Ongoing – on track	
Initial building design phase	Jan 23	April 23	Completed	
Secure planning permission	June 23	September 23	Ongoing - delayed	Work on the planning application is progressing. Some areas have been identified where further detail is required, which would be better to provide than risk delay due to planning refusal. This change will not put grant spend within required timeframes at risk.
Procurement – publication of ITT	October 23	January 24	Not yet started	
Evaluation of tenders	January 24	February 24	Not yet started	
Awarding of construction contract	February 24	March 24	Not yet started	
Signing of construction contract	March 24	March 24	Not yet started	
RIBA Stage 3 – spatial co-ordination	April 23	June 23	Ongoing - delayed	There was a short delay in the appointment of the design consultant resulting from changes to available frameworks and procurement checks. However, this will be managed within the programme to ensure the grant is still defrayed in the required timeframe.
RIBA Stage 5 - construction	April 24	July 25	Not yet started	
RIBA Stage 7 – in use	July 25	July 25	Not yet started	

Link Community Hub Delivery Plan as reported to Government, July 2023:

Milestone - confirmations	Start Date	Completion	Status	Information/Issues/concerns
Project Start and finish date	January 23	July 25	Ongoing – on track	
Partnership Agreements	March 23	April 23	Ongoing - delayed	There was a short delay in the appointment of the design consultant resulting from changes to available frameworks and procurement checks. However, this will be managed within the programme to ensure the grant is still defrayed in the required timeframe.
Initial building design phase	Jan 23	April 23	Completed	
Secure planning permission	June 23	August 23	Ongoing - delayed	Ecology surveys taking longer than estimated due to presence of bats. No current risk to overall programme.
Procurement Contract 1 – publication of ITT	September 23	November 23	Not yet started	
Evaluation of tenders	November 23	November 23	Not yet started	This reflects stage 1 of the ITT process - Quality Assessment. The second stage (Pricing) will be evaluated in February 2024.
Awarding of construction contract	December 23	December 23	Not yet started	Reprogrammed to March as recommended by appointed Project Manager to allow the process to be informed by detailed design work.
Signing of construction contract	December 23	December 23	Not yet started	
Procurement Contract 2 – publication of ITT	July 23	August 23	REMOVED - to be delivered as part of main contract	
RIBA Stage 3 – spatial co-ordination	April 23	May 23	Completed	
RIBA Stage 5 - construction	February 24	April 25	Not yet started	Revisions following project development have resulting in minor adjustments to the match funding spend profile in 25/26 to allow project completion.
RIBA Stage 7 – in use	July 25	July 25	Not yet started	

Appendix 11 - Funding Profiles

Table 1 - Initial funding profile January 2023

TOTAL PACKAGE PROJECTS COMBINED				
Total LUF Grant (PROJECTS 1,2,3)		£13,373,509		88%
Total Match Contribution		£1,849,150		12%
Total Project Costs		£15,222,659		100%
Funding Profile Entered:				
Year	Grant	Match	Total	
1	2022/23	£256,431	£62,069	£318,500
2	2023/24	£3,996,011	£301,366	£4,297,377
3	2024/25	£9,121,066	£1,485,716	£10,606,782
4	2025/26	£0	£0	£0
5	2026/27	N/A	£0	£0
Totals:		£13,373,509	£1,849,150	£15,222,659
		88%	12%	100%

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Table 2 - Indicative funding profile submitted to DLUHC July 2023

	Financial Year 22/23 (actual)		Financial Year 2023/24 (forecast)				Financial Year 2024/25 (forecast)				Financial Year 2025/26 (forecast)				Grand Total				
	Q4 (Jan-Mar)	Total	Q1 (Apr-Jun)	Q2 (Jul-Sept)	Q3 (Oct-Dec)	Q4 (Jan-Mar)	Total	Q1 (Apr-Jun)	Q2 (Jul-Sept)	Q3 (Oct-Dec)	Q4 (Jan-Mar)	Total	Q1 (Apr-Jun)	Q2 (Jul-Sept)		Q3 (Oct-Dec)	Q4 (Jan-Mar)	Total	
LUF	£105,795.98	£105,795.98	£26,920.09	£407,197.14	£428,578.53	£660,389.77	£1,523,085.53	£1,596,860.57	£3,025,147.12	£3,060,484.22	£2,536,902.96	£10,219,394.87	£1,525,232.83	£0.00	£0.00	£0.00	£1,525,232.83	£13,373,509.21	
LUF contractually committed	£0.00	£0.00	£0.00	£297,256.60	£0.00	£0.00	£297,256.60	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£297,256.60
Cumulative - LUF Project Relate	£105,795.98	£105,795.98	£132,716.07	£539,913.21	£968,491.74	£1,628,881.51	£1,628,881.51	£3,225,742.08	£6,250,889.20	£9,311,373.42	£11,848,276.38	£11,848,276.38	£13,373,509.21	£13,373,509.21	£13,373,509.21	£13,373,509.21	£13,373,509.21	£13,373,509.21	£13,373,509.21
Match																			
Derbyshire CC on H&PR	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£250,000.00	£0.00	£0.00	£250,000.00	£250,000.00	
Derbyshire Dales DC	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£40,000.00	£0.00	£0.00	£0.00	£40,000.00	£40,000.00	
Ashbourne Town Council	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£8,717.90	£55,682.10	£0.00	£0.00	£64,400.00	£64,400.00	
AshCom	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£48,000.00	£0.00	£0.00	£48,000.00	£48,000.00	
Derbyshire CC on LCH	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£38,750.00	£38,750.00	£0.00	£0.00	£0.00	£0.00	£38,750.00	£38,750.00	
Ashbourne Methodist Church	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£642,000.00	£642,000.00	£0.00	£0.00	£0.00	£0.00	£642,000.00	£642,000.00	
Ashbourne Methodist Church	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£65,174.48	£65,174.48	£626,548.56	£54,275.96	£20,000.00	£0.00	£700,824.52	£765,999.00	
Match total	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£745,924.48	£745,924.48	£675,266.46	£407,958.06	£20,000.00	£0.00	£1,103,224.52	£1,849,149.00	
Total LUF + Match	£105,795.98	£105,795.98	£26,920.09	£407,197.14	£428,578.53	£660,389.77	£1,523,085.53	£1,596,860.57	£3,025,147.12	£3,060,484.22	£3,282,827.44	£10,965,319.35	£2,200,499.29	£407,958.06	£20,000.00	£0.00	£2,628,457.35	£15,222,658.21	
Cumulative Total LUF + Match	£105,795.98	£105,795.98	£132,716.07	£539,913.21	£968,491.74	£1,628,881.51	£1,628,881.51	£3,225,742.08	£6,250,889.20	£9,311,373.42	£12,594,200.86	£12,594,200.86	£14,794,700.15	£15,202,658.21	£15,222,658.21	£15,222,658.21	£15,222,658.21	£15,222,658.21	

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OPEN REPORT ASHBOURNE REBORN PROGRAMME BOARD

Ashbourne Reborn Programme Board 27 September 2023

ASHBOURNE REBORN PROGRAMME – ADDITIONAL COMMUNICATIONS AND STAKEHOLDER ENGAGEMENT CAPACITY

Joint report of the Regeneration and Place Manager, Derbyshire Dales District Council and Assistant Director Regeneration and Major Projects, Derbyshire County Council

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Report Summary

To consider the establishment of an additional fixed term post of Communications Officer within the District Council's Communications and Marketing Team to deliver the Communications and Engagement Plan for the Ashbourne Reborn programme and endorse the immediate approach taken to securing short term interim capacity.

Recommendations

1. That Board members endorse the action taken to secure interim communications support from Aecom for the Ashbourne Reborn programme.
2. That, at its meeting of 28/09/23, funding provision be sought from the District Council's General Reserve to enable the establishment of an Ashbourne Reborn Communications Officer post on a fixed-term basis for a period of two-years subject to further engagement with each project board regarding the working arrangements for the role.
3. That Board members note the intention of Derbyshire County Council to ensure additional communication and stakeholder engagement relating to other highways and transport work taking place in Ashbourne during the preparation and delivery of Ashbourne Reborn.

List of Appendices

APPENDIX 1 – Ashbourne Reborn Communications and Engagement Plan (May 2023)

ASHBOURNE REBORN PROGRAMME – ADDITIONAL COMMUNICATIONS AND STAKEHOLDER ENGAGEMENT CAPACITY

1. Background

1.1 The successful £15.22m Ashbourne Reborn programme bid was developed through close working between local partners who brought forward project ideas, identified opportunities and raised match-funding. The key partners include Derbyshire Dales District Council, Derbyshire County Council, Ashbourne Town Team, Ashbourne Methodist Church, Ashbourne Town Council, and Ashcom.

1.2 The programme comprises the following projects:

Project 1: Public Realm & Highways Improvements - £8.804m led by Derbyshire County Council.

Project 2: Link Community Hub - £6.418m led by Ashbourne Methodist Church.

1.3 Derbyshire Dales District Council is the Accountable Body for the Ashbourne Reborn programme.

1.4 On 27 July 2023 the District Council approved revised governance arrangements for Ashbourne Reborn, including increased Member involvement from both the District Council and County Council. The first meeting of the new programme Board is scheduled for 27 September 2023.

1.5 Over recent months, partners have worked collaboratively to progress both projects, including:

- Summer stakeholder and public engagement events, particularly to inform the highways and public realm design
- Submission of the Listed Building Consent application for works to Market Place and Victoria Square
- Completion of draft RIBA Stage 3 designs / work package for the wider highways and public realm project
- Appointment of the full Link Community Hub Design Team (architect, structural and services engineers, landscape architect etc.) to complete detailed design; all required surveys and engineers inspections of the site condition, including trial pits, underway
- Completion of branding competition with QEGS students and issue of final programme logo.

1.6 The next stage for both projects is to progress detailed design followed by contractor procurement.

2. Key Issues

2.1 Under the original programme governance arrangements, a Communications and Engagement Plan was agreed which requires proactive communications throughout the period of the programme.

- 2.2 An officer Communications and Engagement Group has been established to lead on developing and delivering effective communications and engagement activity. The group is chaired by the Ashbourne Reborn Programme Manager with communication leads from:
- Derbyshire Dales District Council
 - Derbyshire County Council
 - Ashbourne Town Council
 - Ashbourne Methodist Church
 - Ashbourne Town Team
 - AshCom
- 2.3 The group has responsibility for operational decisions about communication and engagement activity and meets approx. every six-weeks (more frequently if required). The group is tasked with working closely with the two project boards to ensure alignment of messages and support those boards in their communication and engagement work. It will produce an updated plan for consideration by the Programme Board and work with the programme manager to produce regular updates for this Board.
- 2.4 The communications and engagement group is responsible at the programme level for:
- Maintaining the communications protocol
 - Developing and overseeing delivery of regular, scheduled communications (e-newsletter updates, social media posts, press releases etc.)
 - Ensuring audiences are aware of opportunities for project level engagement
 - Establishing priorities for engagement at the programme level and ensuring stakeholder relationships are being managed effectively
 - Supporting the delivery of set-piece events including public engagement events and Ministerial visits.
- At the project level, the group's role is to:
- Work with project boards to develop a schedule of communications opportunities linked to project milestones
 - Ensure that delivery partner channels and opportunities are linked to and aligned with programme level communications
 - Commission stakeholder analysis so each project board can identify key stakeholders for each phase of project delivery and plan engagement at the earliest stage
 - Utilise programme stakeholders to support project level activity and mitigate project risks.
- 2.5 To date, communications and stakeholder engagement has been undertaken by the District Council's existing Communications and Marketing Team working collaboratively with Derbyshire County Council, the Town Team and other local partners, drawing on existing communications resources. In addition, Aecom, the consultancy commissioned to develop the highways and public realm design, have provided time-limited

stakeholder and public engagement support to inform the RIBA Stage 3 preliminary design.

2.6 As plans have developed over the Summer, it has become increasingly clear that the scale and pace of the Ashbourne Reborn programme, extent of local interest and breadth of stakeholders involved necessitates a dedicated resource at programme level to increase proactive communication and engagement activity, including to:

- Prepare continuous, proactive co-ordinated messaging in respect of forthcoming programme activity and linked stories through a range of communications channels, including social media
- Publish up to a weekly/fortnightly newsletter (on-line pdf and paper for noticeboards via Ashbourne Town Team, Ashbourne Town Council, Ashbourne Methodist Church etc.)
- Publish up to a weekly/fortnightly press release to provide media organisations with opportunities to draft content for the publications
- Generating content (following up on leads from the Programme Manager/lead delivery partners/wider partners, i.e. not waiting for content to come but proactively creating content) for the above communications channels
- Organise further local engagement events as required
- Liaise with the councils and the other key partners to ensure existing communications channels and partner networks are fully exploited
- Develop productive working relationships with local journalists
- Ensure consistent (compliant) LUF / Government / local branding of all physical signage, information and visual materials relating to the programme (including but not limited to banners, site hoardings, interpretation boards)
- Build connections / relationships with key stakeholders to ensure their views are considered and any emerging issues are well managed
- Ensure effective communication of traffic management measures and phasing of works is disseminated to keep local businesses, residents and visitors informed and up to date before and during the construction phase. It is important to recognise, though, that on matters such as disruption to businesses during construction the contractor must, and will, carry direct responsibility for liaison with the owners and occupiers of affected properties
- Mitigating risks, including reputational risks, to the delivery of the Ashbourne Reborn programme through stakeholder communication, issues management, myth-busting and working to minimise any adverse publicity
- Regularly monitor and report on the outcomes of communication and stakeholder engagement activity.

2.7 The above would form the basis of the work programme for the additional resource (see following section). The resource will also be responsible for updating the Communications and Engagement Plan and ensuring sign-off of this and significant announcements by the Chair and Vice Chair of the Programme Board and respective Project Boards.

2.8 Attendance at programme and project board meetings will be important to ensure an up to date understanding of progress, for key messaging / PR to

be agreed and actioned and to avoid the potential for misinformation. The post will also be responsible for any requirements to share communications with DLUHC.

3. Options Considered and Proposal

3.1 The aspiration is for a high standard of communications and engagement to be maintained for the lifetime of the programme. Three options have been considered:

Option 1: secure dedicated time from within existing council communications resources.

Option 2: directly employ a new temporary member of staff for the lifetime of the programme i.e. a fixed term post for up to two years.

Option 3 commission a communications agency / consultancy to undertake the role for the lifetime of the programme i.e. up to 2 years with additional time / inputs ahead of and during the construction phase.

3.2 After reviewing available capacity with both the district and county councils, it is considered that the establishment of an additional, dedicated communications and engagement resource is necessary to meet the requirements of the programme. Consequently Option 1 is ruled out.

3.3 Option 2 requires recruitment to a post and therefore lead-in time prior to an appointment being made. Recruitment to a temporary post could also be challenging in the current climate.

3.4 Option 3 potentially provides a more immediate solution to address capacity issues but is likely to prove more expensive over the longer term.

3.5 On balance, pursuing Options 2 and 3 in tandem is considered appropriate, specifically to:

- seek the required funding allocation to enable the establishment of an additional Communications Officer post at the District Council on Grade 8 (the same grade as the existing Communications Officer post) for a fixed period of two-years. This approach seeks to provide an increased level of resource to support the Ashbourne Reborn programme. Further engagement is required with each project board regarding the working arrangements for the role. This can be included on the agendas of the project board meetings due to be held on 3 October.
- commission Aecom, currently contracted on Ashbourne Reborn through Derbyshire County Council, to provide interim communications support to the programme, reporting to the Communications and Engagement Group. A proposal has been received from Aecom and agreed by senior officers from the two councils.

- 3.6 Should the appointment of a fixed term post prove challenging, consideration will be given to the procurement of external consultancy / agency support in the longer term.
- 3.7 In addition, there will be a need to ensure that key stakeholders and the general public are informed on the interface between the LUF/partner funded Ashbourne Reborn programme and other works in the town such as those under the Bus Service Improvement Plan (BSIP). The County Council recognises that this broader communications work extends beyond the scope of Ashbourne Reborn, and it will use in-house and/or separately procured external communications support to provide capacity. This will ensure that stakeholders have a complete picture of the progress of all schemes proposed for the town. This should also include effective communications and engagement to help mitigate the protraction of TRO processes. Moving forward, it will be important for this resource to work closely with the Ashbourne Reborn Communications Officer.

4. Consultation

- 4.1 Consultation has taken place with the District Council's Leader and Deputy Leaders who are supportive and recognise the importance of effective communications and engagement for the programme.
- 4.2 County Council officers will manage the contract with Aecom for the additional interim services required.

5. Timetable for Implementation

- 5.1 The proposed establishment of an additional resource has been approved by the District Council's Corporate Leadership Team and it is proposed that funding will be formally sought at full Council on 28 September 2023 with a view to allocating the necessary funding to enable the establishment of a post.
- 5.2 The additional interim Aecom resource has been agreed and immediate capacity is available.

6. Policy Implications

- 6.1 Delivery of Ashbourne Reborn is an agreed regeneration priority for both councils. An effective approach to communications and engagement is vital to the successful delivery of the programme.

7. Resources (Finance, HR, Estates and IT) Implications

- 7.1 The anticipated cost of a Grade 8 Communications Officer is approximately £44,000 per annum (including on costs; at top of grade). For the two-year period of the fixed term contract this would total £88,000. It is proposed that this sum be met from the District Council's General Reserve, subject to the approval of this report and of full Council on 28 September 2023.
- 7.2 The core (interim) service from Aecom has been costed at £5,793 for 3 months (£7,724 for 4 months), again to be met from the District Council's

General Reserve subject to the approval of this report and of full Council on 28 September 2023.

- 7.3 Communication of the wider works package for Ashbourne complementing Ashbourne Reborn will be funded by the County Council.

8. Legal Advice and Implications, Data Protection

- 8.1 The Aecom interim communications support will be managed as a compensation event under the existing contract with Derbyshire County Council. There are no further legal or data protection implications associated with this proposal.

9. Equalities Implications

- 9.1 There are no equalities implications associated with this proposal.

10. Climate Change and Biodiversity Implications

- 10.1 There are no climate change or biodiversity implications associated with this proposal beyond the travel of the required resource.

11. Risk Management

- 11.1 The proposed establishment of an additional Communications Officer post is itself a mitigation against the risks identified earlier in the report in respect of demonstrating the progress being made in the delivery of the Ashbourne Reborn programme and ensuring effective stakeholder engagement.

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