

**Reason for urgency:** An urgent decision is required on staffing arrangements for the Grenfell United Centre, which is due for build completion on 5 February, to allow for a launch date of 14 February 2018. While the physical space will be ready on 14 February, the centre can't open without staffing. Provisional plans have been put in place to facilitate this (as outlined in the paper) and a decision of the Leadership Team is required on 6 February before the proposals can be implemented. This is urgent under the terms of the Council Constitution because it is not possible to give the 28-day statutory notification of the Key Decision. Notice of this key decision was added to the Forward Plan on Monday 29 September 2017.

**A7**

## Leadership Team Decision Report

<p><b>Decision maker(s) and date of Leadership Team meeting, Cabinet Member meeting or (in the case of individual Lead or Cabinet Member decisions) the earliest date the decision will be taken</b></p>	<p>Leadership Team – 6 February 2018 (Cllr Mary Weale, Lead Member for Communities)</p> <p>Forward Plan reference: 05217/18/K/AB</p>	 <p>THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA</p>
<p><b>Report title</b></p>	<p><b>Grenfell United Centre, and facilities management and sub-leasing arrangements for 17 Old Court Place</b></p>	
<p><b>Reporting officer</b></p>	<p>Callum Wilson, Head of Service – Grenfell Assistance Centres</p>	
<p><b>Key decision</b></p>	<p>Yes</p>	
<p><b>Access to information classification</b></p>	<p>Public (Part A) with Confidential/Exempt (Part B) Appendix</p>	

### 1 EXECUTIVE SUMMARY

- 1.1 17 Old Court Place, W8, will be the home for two Grenfell related assistance centres, the Family and Friends Assistance Centre (FFAC) on the 5<sup>th</sup> floor for the bereaved, and the Grenfell United Centre (GUC) on the 6<sup>th</sup> floor for survivors who are members of Grenfell United. Following the decision to take on the leases for these properties in October 2017, the FFAC is now up and running, staffed by Action for Children under a commissioned contract until November 2020. The fit out works for the GUC are due for completion on the 5<sup>th</sup> of February 2018, with a launch date set for the 14<sup>th</sup>.
- 1.2 Given the nature of the tragedy and subsequent sensitivities, work is now required to sub-let the leases and outsource Facilities Management (FM) for the two centres in order to: facilitate greater independence for the centres' operations as the public inquiry and criminal investigation develop; and to

provide greater assurance around health and safety to the families and residents who would be using the resources. Arrangements for staffing of the GUC also now need to be established to ensure the space is able to operate safely in a supportive way to the families affected by the fire. Grenfell United have requested 4 funded FTEs to manage and resource the centre.

- 1.3 Given Action for Children's prior experience and role at the FFAC, and the fact that Grenfell United are not currently constituted, it is proposed that the Council: commissions Action for Children to provide FM for the FFAC and GUC, and sublet the leases for both floors to them; and commissions Action for Children to staff and manage the GUC until Grenfell United are ready to hold the staffing contract themselves; All three proposals would be coterminous with Action for Children's existing contract to manage the FFAC, ending in November 2020.

## **2 RECOMMENDATIONS**

### ***Leases and Facilities Management for 17 Old Court Place***

- 2.1 It is recommended that the Leadership Team approve an award of contract for the outsourcing of facilities management for both the FFAC and GUC (5<sup>th</sup> and 6<sup>th</sup> floors of 17 Old Court Place) to Action for Children from March 2018 until November 2020 at a total value as set out in the confidential Part B appendix. This cost will be offset via cost avoidance against the corporate AMEY Facilities Management contract that had been planned to deliver the service. The cost differential is considered value given the difference in the quality of the provision.
- 2.2 It is recommended that the Deputy Leader for the Council approves the sub-letting of the leases for the both the FFAC and GUC (5<sup>th</sup> and 6<sup>th</sup> floors of 17 Old Court Place) to Action for Children from March 2018 until November 2020, as per the Leadership Decision regarding the procurement of the leases from October 2017. This will facilitate greater independence in the operation of the two centres and is cost beneficial.

### ***Staffing for GUC***

- 2.3 It is recommended that the Leadership Team agree to approve the expenditure related to providing 4 FTE staff at the Grenfell United centre until November 2020 on the condition that the staff are not used for any political or digital campaigning, using Action for Children to host the posts under a commissioned contract initially, with the potential of transferring the contract and posts to Grenfell United once they become constituted as a charity.
- 2.4 It is the recommended that the Leadership Team initially approve the award of a contract to Action for Children to staff the GUC with four FTEs from February 2018 until November 2020 at a total value as set out in the confidential Part B appendix. This contract will include performance and rolling break clauses as agreed with Action for Children, and the ability to transfer the contract and TUPE the staff over to Grenfell United once they become constituted should all parties be in agreement. This will enable the centre to operate safely, legally and effectively and provide the survivors and members of Grenfell United with the services they require.

### **3 REASONS FOR DECISION**

- 3.1 These decisions are required to ensure the families affected by the fire can receive high quality and safe services and to make the most of the Council's existing expenditure on the lease for the centre. More detailed reasoning is outlined in the relevant proposal section below.

### **4 BACKGROUND**

- 4.1 Grenfell United is a group establishing itself as a community association for the benefit of former residents of Grenfell Tower including the bereaved and survivors. As part of this role, they intend to set up a centre for the use of those who lost their homes in Grenfell Tower, with office, meeting and community space to support their activities.
- 4.2 Following the Grenfell fire tragedy, it was agreed by the Prime Minister that RBKC would provide accommodation for Grenfell United. A property was sourced in late September and agreed as an appropriate location by Grenfell United's committee in early December.
- 4.3 The Family and Friends Assistance Centre (FFAC) was set up in June 2017 immediately after the fire to provide specialist support to the bereaved and critically injured. It was initially set up in Holborn. Responsibility for the ongoing provision of the resource transferred over from Gold command to RBKC in September. Action for Children began managing the centre on behalf of the Council under a pilot arrangement in August 2017.
- 4.4 Throughout August and September officers were working to identify a long term, appropriately positioned location for the FFAC. When the decision was taken that Grenfell United would also be provided with a centre, officers decided that it would be most effective and efficient if the two centres were co-located, if possible. Subsequently, after consultation with the bereaved and Grenfell United's members, it was decided that RBKC would take an assignment of two floors of a building on Old Court Place, High Street Kensington, W8, with the FFAC being based on the 5<sup>th</sup> floor, and GUC on the 6<sup>th</sup> floor.
- 4.5 On the 19<sup>th</sup> October 2017, the Leadership Team authorised the procurement of the lease for both the FFAC and GUC at a combined cost of £3.2m. This covers the lease, rates, running costs and enabling fit out costs until June 2022 when the lease is due to expire. It does not cover the staffing for either centre, or the FM costs as this was initially to be covered under the Council's corporate FM contract with AMEY while plans were finalised. Permission was also granted at this date to approve any required sub-letting of the leases for the two spaces that would support delivery and provide efficiencies for the Council.
- 4.6 On 6<sup>th</sup> November 2017, the Leadership Team awarded a contract to Action for Children to staff and manage the FFAC, for a maximum length of three years at a total cost of £1.4m. This decision was based on the fact that Action for Children: had been successfully running the FFAC from temporary locations since August; have a longstanding record of providing safe and welcoming

services; and have enabled the centre to offer independent support that the families needed. This centre has been fully operational in the new location since 27<sup>th</sup> October 2017, with fit out works commencing immediately upon the assignment of the lease.

- 4.7 Work is now underway for the FFAC: to sub-let the lease to Action for Children as per the decision on 19<sup>th</sup> October 2017; and to outsource the provision of FM for the FFAC to Action for Children in light of their expertise, changes that are afoot with the Council's contract, and to support the independence and smooth running of the centre. In addition to supporting delivery, it is estimated that both the outsourcing of the FM and the sublease will be cost beneficial to the Council, given the savings against the Amey contract and the cost avoidance of business rates this facilitates.
- 4.8 In terms of Grenfell United, enabling and fit out works for GUC were agreed on the 8<sup>th</sup> December 2017 with the Grenfell United Committee, in consultation with their wider membership. These are now underway and should be completed in early February 2018.
- 4.9 In December 2017, Grenfell United indicated to the Council that they expected that the provision of accommodation would also include provision of posts to support the running of that space. In the Autumn Budget, the Chancellor announced a sum of £28m for the Council for mental health and counselling services, regeneration projects in areas surrounding Grenfell Tower and a new community space. It is understood that £3m of this sum is expected to be dedicated to the FFAC and GUC. This sum was informed by the sum contained within the Leadership Team report of £3.2m, which covered lease and running costs such as FM, but not other staffing: the Council has not therefore, to date, made budgetary provision for these posts. DCLG have indicated that they expect the Council to meet the costs of additional posts within the funding provided from the Autumn budget.
- 4.10 Initial conversations with Grenfell United indicated that they were looking for four FTEs, including a centre manager, a coordinator, a receptionist and a digital manager. However, as Grenfell United are not currently constituted as an organisation and do not have the required policies, procedures or insurance needed to employ people directly, an alternative solution is required if the Council is to fund the posts.
- 4.11 Given the nature of the tragedy and subsequent sensitivities, Grenfell United have also asked that the lease is not held by RBKC and that facilities management is provided by an independent party. Again however, Grenfell United are not currently constituted and are a considerable way from being commercially able, in the superior landlord's eyes, from being able to hold the lease themselves. They also do not have any experience or expertise in managing FM.

## **5 PROPOSAL AND ISSUES**

***Sub-letting of the leases and outsourcing of FM provision to Action for Children for both the FFAC and GUC until November 2020***

- 5.1 Currently, the Council holds a lease for both the 5th and 6th floors of Old Court Place until June 2022, for the FFAC and the GUC respectively. Facilities Management is mainly provided under the umbrella of the Council's corporate FM contract.
- 5.2 The proposal is to transfer the responsibility for facilities management and to sub-let the lease for the FFAC and GUC to Action for Children, who have already been commissioned to manage the FFAC until November 2020. Both arrangements will be coterminous with their main commissioned contract. This is because:
- Action for Children are experts in providing top class, people focussed facilities management on account of their experience in managing a large number of children's homes across the country. In comparison, the Council's current Facilities Management solution is in a state of transition. Owing to the nature of the centre, it is paramount that facilities management is of the highest quality.
  - Sub-letting the leases helps to provide greater independence for the centre which will help the bereaved families and friends and survivors feel comfortable utilising the resource, and also support the work of other independent providers who are supporting the families – like the Victim Support team and the Family Liaison Officers. As the inquiry and criminal proceedings continue, the importance of this is likely to increase still further. Sub-letting the leases is also cos beneficial.
  - For the 6<sup>th</sup> floor GUC, when Grenfell United are constituted, discussions can then take place as to whether the lease could be further under-let to them, or whether they could operate formally from the centre via a licence (either short or long term). A licence is considered more likely as the superior landlord will need to consent to any such arrangement, and even once Grenfell United are constituted, the landlord may not be comfortable with a newly constituted organisation holding the lease.
- 5.3 Financial details are included in the confidential Part B appendix

***Commission Action for Children to staff the GUC with four FTEs, until November 2020, or until Grenfell United are constituted and want to hold the contract directly***

- 5.4 Experienced staff are needed to ensure the GUC can operate safely and effectively. To date, Grenfell United have been working as a key advocating and support group for some of the survivors and bereaved families. Their work has been delivered by their elected committee on a voluntary basis. Whilst this has sufficed for their activities to date, paid staff are required to run the centre on account of the focused time commitment needed to run a safe and welcoming space.

*Initial request*

5.5 In initial discussions, Grenfell United have requested that the Council fund the following four FTEs for the next two to three years:

- Community Centre Manager
  - o This post would be the designated lead for the running of the 6<sup>th</sup> floor, including the services and events that take place, and interfacing with key partners to ensure the space is safe and compliant.
- Co-ordinator/ Deputy Centre Manager
  - o This post would provide cover to the manager post and lead on engagement with Grenfell United members and other survivors and bereaved families to ensure those most affected by the fire have their voices heard and are kept up-to-date.
- Admin and reception
  - o This post would undertake the back office support functions for the centre, along with manning the reception desk.
- Digital manager
  - o This post would manage the online presence for the centre, including a website and social media. It is likely to span the wider work of Grenfell United too.

5.6 Grenfell United have also indicated that they would like the centre to be open from 8am to 11pm, 7 days a week, but acknowledged that any extensive opening hours would need to be monitored closely to ensure the expenditure required to keep the centre open for the time period represents value to the residents and community who would be using the centre. This equates to being open 105 hours per week. To ensure there is no lone working, a minimum of 6 FTE posts is needed to cover this rota. The four FTEs requested could safely cover, with no lone working and accounting for annual leave, 65 hours per week.

*Proposed delivery model*

5.7 Grenfell United are not currently constituted as a charity or company, but are in the process of becoming so. They do not have the relevant policies, procedures or insurance required to employ staff at this current juncture. The centre will be ready for use by February 2018, but without having staff in place, they will not be able to safely open it.

5.8 Officers have undertaken discussions with Grenfell United to explore potential solutions. A position has been identified which would be acceptable to Grenfell United which would see:

- The Council commission Action for Children to employ the relevant posts to work in the centre. This would follow the same model adopted in the FFAC which has worked effectively, providing a high level of expertise and independence. Grenfell United appeared to like the benefits this approach offered, particularly around Action for Children's reputation around Health & Safety and FM. In this solution, the staff would follow Action for Children's policies and procedures, and take joint direction from the Grenfell United Committee and Action for Children's management.

- Council funding for these posts would be structured to be coterminous with Action for Children's contract for the delivery of the FFAC (November 2020), with additional break clauses included in the agreement on a general annual basis, and rolling performance basis. Under this contractual arrangement, the Council could also include further terms and conditions that were considered necessary to deliver a safe, quality service, and appropriate use of public funds. This would be covered by a contract between RBKC and Action for Children which clearly sets out the terms and conditions for the posts and what they can be used for, along with the process for reporting and escalating any issues and the remedial action that may be taken. A three way SLA would also be produced to ensure there is clarity re the purpose and roles and responsibilities.
- Scope would be retained for the funding contract and posts to be able to transfer over to Grenfell United should they become constituted in the future and want to take on the direct employment responsibility of the posts. This would be dependent on the contract for the funding of the posts transferring over from Action for Children to Grenfell United, TUPE being considered to apply by legal colleagues, and the employees themselves electing to transfer. The break clauses included in the contract would enable this to occur at regular junctures in the lifespan of the contract, whether in 3 months or 18 months.

5.9 This theoretical solution was discussed in a three way meeting between Grenfell United's chair and other committee members, Action for Children's Operational Director and Council officers, and agreed by Grenfell United and Action for Children. It was made clear that any final decision was dependent on the Council's Leadership Team decision on the funding of posts, the nature of the posts and the delivery model. Action for Children also had to seek further sign off and have now been given the green light to proceed with the provisional delivery model on the following basis, as laid out in the confidential Part B appendix.

5.10 Alternative delivery models for staffing the centre are as follows:

- Using Council staff on a rota as occurred in the initial months at the Curve: this is not an acceptable option for Grenfell United given the independence implications, and from experience with the Curve, this option has its limitations in terms of consistency;
- Sourcing alternative funding directly - as Grenfell United are not constituted there are challenges involved in sourcing funding directly. Currently there are no other long term funding solutions for the posts that have been identified;
- Clement James who are currently hosting a part time post until March for Grenfell United might be persuadable to continue– but the budget would still need found if they were considered a preferred delivery partner; they are a trusted provider by all sides but do not necessarily have the FM skills that Action for Children have, nor the links to the FFAC.
- If the Council were to fund the posts, a separate private sector human resources company could be identified to employ and host the posts – this solution would be unlikely to be able to resolve the FM and lease elements

of the equation, and would provide no synergies with the FFAC so is considered less beneficial.

- The Council can choose not to fund some or all of the posts.

5.11 Assuming the proposed delivery model is approved, there are further options available regarding the length of the contract/ arrangement that the Council could fund that are detailed in the confidential part B appendix.

5.12 The provisionally agreed proposal for the delivery model for the GUC staff, as outlined above, is considered the best option available.

*Proposed number and nature of the GUC staff to be funded*

5.13 As outlined above, Grenfell United have requested that the Council fund 4 FTEs, including a centre manager, a coordinator, a receptionist and a digital manager until November 2020. This is in addition to: the 1.5 FTE posts London Funders have funded that will be hosted by Clement James as this resource is only available until 31<sup>st</sup> March 2018 to help with the set up rather than the on-going running; any additional NHS Outreach or therapist support that is offered by NHS colleagues to support delivery in the GUC; and the time commitment the Committee can offer themselves.

5.14 Assuming the proposed delivery model is approved, there are four headline options available in terms of the nature of the posts that the Council could fund that are detailed in the confidential part B appendix.

5.15 It is recommended that the Leadership Team agree to fund 4 FTE staff at the Grenfell United centre until November 2020 on the condition that the staff are not used for any political or digital campaigning, as governed by the commissioned contract that will initially sit with Action for Children, and could later be transferred to Grenfell United themselves.

*Covering the interim period from February to May 2018 while full recruitment is undertaken*

5.16 Should the proposal be approved, arrangements for the initial interim period while full recruitment is undertaken will need to be established. This will see highly experienced Action for Children managers seconded into the centre to resource the centre initially from February 2018 and support the transition to the longer term team which it is envisaged will be in place by May 2018. This model is costly but effective, and worked very well at the FFAC through August to November 2017. It will also enable the centre to get off to the best possible start and meet residents' expectations which is of paramount importance given the sensitivities and levels of trauma that are still evident within the community. The interim Action for Children resource will also work alongside Grenfell United and the resource that has been funded by London Funders until March 2018 to support with Grenfell United constitutional set-up.

5.17 The plan for the interim period is to provide 4 FTE Action for Children staff on an interim basis, to work alongside other partners and the Grenfell United committee themselves to staff the centre. This would see 2 highly experienced Action for Children managers bought in who have been working at the FFAC

since August while the permanent team have been recruited to for 3 months, who would be supplemented by 2 other high quality Action for Children staff who would be drafted in from other projects. They would work alongside the 1.5 FTEs from Clement James. This would provide 5.5 FTE which would meet Grenfell United's request for posts, but not necessarily provide adequate cover for the 105 hours per week they would like the centre open. A minimum of 6 FTE posts is needed to facilitate this.

- 5.18 It is proposed that this shortfall will be covered both in the short and longer term by NHS Outreach workers from CNWL's team, as occurs at the Curve. CNWL and Grenfell United are already in discussions regarding what support they can provide to the centre. In the longer term, Grenfell United could also try and seek additional funding to increase the FTE number available. For the interim period of February to May 2018, to help provide cover in the evening and weekends, an initial discussion has been held with Grenfell United to explore whether the committee members could provide cover, with 1 member of the committee volunteering to base themselves at the centre from around 3pm to 11pm every day, over an 11-day rota (as there are 11 committee members). All staff, volunteers and committee members would receive full training from Action for Children before commencement. This multi-agency proposal will enable the centre to open for the full period requested initially while the centre's footfall and usage is reviewed by the Grenfell United and Action for Children. By staffing the centre in partnership over the unsociable hours, all parties should gain a sense of the value of the extensive opening hours. If it is felt that there is value in being open 105 hours per week, there will be time available to identify whether the Council is willing to cover the cost of all of the staff required for this period, or whether additional funding sources need to be identified.

## **6 CONSULTATION**

- 6.1 Formal consultation regarding the appropriateness of the building and location for both the FFAC and GUC was completed in October and November 2017. Around half of the bereaved families engaged in the decisions around the FFAC, and all of Grenfell United members were consulted on the location and layout of the centre.
- 6.2 The whole Grenfell United committee have been actively engaged in the consideration and development of the recommendations and are supportive of the recommendations.
- 6.3 Action for Children's senior management have been consulted and are supportive of the recommendations as per the conditions outlined above.
- 6.4 The FFAC management team who are based downstairs, and the wider steering group that is formed of services who are providing services to the bereaved families including the police, the NHS, Victim Support, Cruse, Red Cross, Home Office, Migrants Help and CAB have been informed and are supportive.

## **7 EQUALITY IMPLICATIONS**

- 7.1 These proposals are intended to improve the services available to those who have been affected by the Grenfell Fire tragedy and as such this should be seen as positive from an equalities impact perspective. The availability of a multiplicity of services and high quality, independent staffing delivered from one location will support this.
- 7.2 Significant work has also been undertaken to ensure the long-term home for the centre is accessible for those families and friends the centre has been setup to serve.

## **8 ICT IMPLICATIONS**

- 8.1 There are no relevant implications. No access to Council IT provision is required or being provided.

## **9 LEGAL AND PROCUREMENT IMPLICATIONS**

- 9.1 The proposed sub-lease complies with all relevant and necessary laws, and the terms of the leases that the Council currently holds. A licence to complete the sub-lease will be needed from the landlord and is subject to approval by the landlord. Corporate property colleagues have begun this work. Action for Children, as the intended holder of the lease are a registered charity and registered company. Their asset and property team have reviewed the documentation and are comfortable with the proposed sub-lease.
- 9.2 This report recommends the award of two contracts to Action for Children:
- the award of a contract to provide staff for the provision of community services at the Grenfell United Centre (the “**GUC Contract**”); and
  - the award of a facilities management contract (the “**FM Contract**”).
- 9.3 The Council should ensure that a written contract is put in place with Action for Children, incorporating all the necessary terms, including a right to termination and variation as detailed in the main body of this report, for both the GUC Contract and the FM Contract. Legal services can assist with this upon instructions.
- 9.4 The relevant officers should satisfy themselves as to the financial standing of Action to Children prior to award. Both contracts require sealing and execution as a deed by Action for Children in accordance with the Council’s internal regulation 2.33(d). Once awarded, the Council should within a reasonable time publish on Contracts Finder the information set out in Regulation 112 of the PCR.
- 9.5 Further legal implications are set out in the confidential Part B appendix.

## **10 FINANCIAL AND RESOURCES IMPLICATIONS**

- 10.1 The financial implications are explained in the body of the report and additional details are included in the confidential part B.

- 10.2 Corporate Finance has been consulted and comments that the Grenfell tragedy has required the Council to take a number of actions that are outside its normal business activities. Often these require flexibility and departure from normal protocols and procedures. However, the Council retains a fiduciary duty to taxpayers to ensure that public funds are used appropriately and in a way that represents value for money.

Robyn Fairman  
**Executive Director for Grenfell**

**Local Government Act 1972 (as amended) - Background papers used in the preparation of this report:**

- A. Leadership Decision paper on the lease for the property for the Grenfell United Centre
- B. Leadership Decision paper on the lease for the property for the Family and Friend's Assistance Centre
- C. Leadership Decision paper for the management of the Family and Friend's Assistance Centre

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