

Oxford City Council meeting 20 July 2017 Agenda Item 16: PETITION: KEEP FLORENCE PARK CHILDREN'S CENTRE OPEN-ACCESS AND COMMUNITY-OWNED

Statement on the petition from Councillor Tidball, Board Member for Young People, Schools and Public Health

We recommend that Council notes this petition but things have moved forward following its submission.

The local Community Association hosted and chaired a meeting at the Florence Park Community Centre on Monday 17 July. Both City and County Councillors, along with the County Council Cabinet Member with the portfolio for Children's Centres, Councillor Mark Gray, and other local residents attended this meeting.

At the meeting, the City Council set out its position as follows:

- 1) Like Florence Park Community Association, with whom we met, the City's main concern is to ensure that any future tenant of the Centre provides a good service to the totality of children and families in the surrounding locality. The City Council greatly values the work at Florence Park Children's Centre. This is, however, a matter for the County Council who are seeking to re-assign the lease. Whilst the City Council is the freeholder (owner) of the building, the County Council have a 50 year lease so we cannot refuse to allow the transfer of their lease, whichever provider the County Council selects to assign their lease to. We do not have the legal power to restrict the lessee, the County Council, in this way based on the options that they are considering.
- 2) Further, our position as freeholder of the building is separate from the requirements placed on the use of this space by government. Between 1999 and 2002, the Labour government allocated £540m to establish a nationwide network of Sure Start Children's Centres. Government criteria under a contractual 'clawback' restrict the County, as other local authorities, in its use of buildings developed with Sure Start grant funding. It requires local authorities to notify the DfE of proposals to "dispose of or change the use of buildings or assets funded wholly or partly through Sure Start capital grants" they "risk being told to pay back the Sure Start Grant funding" to the Department for Education. The DfE retains an interest in Sure Start assets for 25 years. In this particular instance, if the asset transfer amounted to such a disposal or change of use of the space a 'claw back' by the Treasury, in the region of £500,000 to £600,000, could be triggered (see paragraphs 33 to 45 of the Capital Guidance).
- 3) It should be noted that the County Council's own Community Asset Transfer Policy further restricts their asset transfer. This policy says that "Assets will be made available for transfer unless one of the following principles Applies"; the relevant paragraphs in this context are 2.1 d) and e):
...
d) "Grant conditions for capital expenditure on the property prevent the property being transferred or prevent a change of use within a specified timescale.
e) The proposed use and terms of the transfer would result in a liability upon the County Council to repay grant monies."
...

The County Council's Community Asset Transfer Policy also states in para 1.4 that:

"This policy will enable use of assets by Parish and Town Councils and community/voluntary organisations that are not-for-profit and are registered e.g. a registered charity, community interest company, etc. The County Council will advise if an organisation has any doubt of eligibility."

- 4) That we have informed Oxfordshire County Council and other parties that if the San Remo Cafe contract is a barrier to implementing the most suitable solution at Florence Park, that the City would break the San Remo contract with the provider if that is necessary to secure a satisfactory outcome to meet the needs and aspirations of local children. It is important to us that Florence Park Children's Centre re-opens as it provides a great service to the local community. In the event of such a break in the City's contract, we would be liable for an estimated £10,000 lost by the business through investment in the site and the City could lose a further estimated £8,000 per annum for annual revenue for the projected income from San Remo's profit contributions for the remainder of the contract. As the contract is up for renewal in March 2018 the City will subsequently then lose this annual revenue. To reach a final figure would require negotiation with San Remo. Further, while the City have to follow a process of financial due diligence, having financial recompense from the County is not a condition of the City's preparedness to break this contract.
- 5) If progress is made by Aflah and Aspire in developing a joint proposal; that the County ensures the local residents have an opportunity to feedback on this proposal.
- 6) If this is not successful, that a new process is begun to invite new bids to be submitted, with clear criteria for eligibility.
- 7) That in this event, the County ensures the local residents have an opportunity to feedback on all potential future bid proposals.

I therefore recommend Council notes this petition. Thank you.