

	<p>Performance and Contract Management Committee</p> <p>31st May 2016</p>
<p style="text-align: right;">Title</p>	<p>Education and Skills Contract</p>
<p style="text-align: right;">Report of</p>	<p>Commissioning Director – Children and Young People</p>
<p style="text-align: right;">Wards</p>	<p>All</p>
<p style="text-align: right;">Status</p>	<p>Public</p>
<p style="text-align: right;">Urgent</p>	<p>No</p>
<p style="text-align: right;">Key</p>	<p>No</p>
<p style="text-align: right;">Enclosures</p>	<p>Appendix A – Key Performance Indicators Appendix B – Local Partnerships Health Check Report</p>
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Summary

At its meeting on 8th December 2015, full Council agreed the following recommendations from the Children, Education, Libraries and Safeguarding Committee:

- a. That Mott MacDonald Ltd trading as Cambridge Education be selected as the Council’s preferred bidder for the future delivery of Education and Skills services;
- b. That the Council enters into a strategic partnering arrangement with Mott MacDonald Ltd trading as Cambridge Education, including entering into a services contract and a partnering agreement;
- c. That the Commissioning Director – Children and Young People be delegated to finalise the contract documentation, in consultation with the Committee

- Chairman;
- d. That the functions set out in paragraph 1.45 of the report are contracted out to Mott MacDonald Ltd trading as Cambridge Education; and
 - e. That the Commissioning Director – Children and Young People be delegated to proceed with all necessary planning and preparation for mobilisation of the contract, in consultation with the Committee Chairman.

The purpose of this report is to confirm that the appointment of Mott MacDonald Ltd trading as Cambridge Education as the council's future provider of education and skills services has been completed in accordance with the Council's decision and that the contract came into effect on 1st April 2016.

The contract will be for an initial period of seven years, with the option for the council to extend for up to three further years.

The contractual arrangements cover both traded services, which are paid for directly by schools, and non-traded services, which are funded by the council and through the Dedicated Schools Grant.

Recommendations

1. That the Committee note the report.

1. WHY THIS REPORT IS NEEDED

- 1.1 At its meeting on 8th December 2015, full Council agreed the following recommendations from the Children, Education, Libraries and Safeguarding Committee:
 - a) That Mott MacDonald Ltd trading as Cambridge Education be selected as the Council's preferred bidder for the future delivery of Education and Skills services;
 - b) That the Council enters into a strategic partnering arrangement with Mott MacDonald Ltd trading as Cambridge Education, including entering into a services contract and a partnering agreement;
 - c) That the Commissioning Director – Children and Young People be delegated to finalise the contract documentation, in consultation with the Committee Chairman;
 - d) That the functions set out in paragraph 1.45 of the report are contracted out to Mott MacDonald Ltd trading as Cambridge Education; and
 - e) That the Commissioning Director – Children and Young People be delegated to proceed with all necessary planning and preparation for mobilisation of the contract, in consultation with the Committee Chairman.
- 1.2 These recommendations were based on a full business case, which set out details of the rationale behind the appointment of Cambridge Education, including how their final tender meets the previously agreed objectives of:

- Maintaining Barnet's excellent education offer
 - Maintaining an excellent relationship between the council and schools
 - Achieving the budget savings target already set by the council
- 1.3 The purpose of this report is to confirm that the necessary action has been taken to finalise the contract documentation, in accordance with the submitted tender that was accepted by full Council, and that all necessary action has been taken to mobilise the contract from 1st April 2016. The Performance and Contract Management Committee will have oversight of performance against the contract and this report summarises the key elements of the contract and performance regime to enable the Committee to fulfil this role.
- 1.4 Within the full business case that was considered by full Council, it was recognised that there remained some issues arising from the final tender to be resolved prior to the signing of any contract. In summary, they were:
- Establishing an accountability protocol for working effectively with the Director of Children's Services
 - Establishing protocols in respect of joint employment contracts
 - Agreeing revisions of the specification for Strategic Management of the Service and minor amendments to other specifications, as required
 - Agreeing an appropriate mechanism for dealing with any catering performance deductions
 - Finalising the drafting of contractual arrangements in respect of gain share and exclusivity
 - Finalising the drafting of a strategic partnering agreement
 - Finalising interface arrangements with the Customer and Support Group, together with reaching agreement on the appropriate apportionment of any additional costs and overhead budgets.
- 1.5 It is confirmed that these matters have now all been resolved to the satisfaction of the Chief Operating Officer and Director of Children's Services.

Contract overview

- 1.6 The contract is for the provision of a range of specified services to the Council, with a requirement that further specified traded services are offered to Barnet schools on a standard set of terms and conditions and in accordance with agreed service specifications that set out the level and quality of service required.
- 1.7 The contract is with Mott MacDonald Ltd trading as Cambridge Education. ISS Facility Services has been identified as a key sub-contractor and will deliver the catering elements of the contract.
- 1.8 The contract is for a term of seven years, with the option to extend for up to a further three years. It allows for the strategic partnering arrangement to be converted to a joint venture company in the future, should the council require

it. This may prove to be appropriate in the event that the traded business is particularly successful.

1.9 The total value of the contract over the seven year initial term is £70.9m. The contract will deliver total savings to the council of £11.1m over the seven years. For the MTFs savings period to 2019/20, the contract will deliver annual savings of £1.9m by 2019/20 and cumulative savings of £5.4m over the four years to 2019/20. The current value of traded services to be delivered through the contract is approximately £9.4m per annum.

1.10 The contract documents are based on the OGC model contracts, modified by agreement between the parties. The contract documents comprise the Services Contract itself, together with a number of schedules, including:

Service Requirements – service specifications and performance management regime

Supplier Solution – tender documents, including method statements

Financial matters – financial pro forma, arrangements for invoicing, indexation, gainshare, payments on termination, audit rights etc.

Governance – terms of reference for the Strategic Partnering Board, change control, dispute resolution, exit management, business continuity and disaster recovery

Employment – staff transfer arrangements and key personnel

1.11 In addition to the Services Contract, the following contractual documents have also been put in place:

- Third Party Co-operation Agreement relating to the CSG Contract
- Support Services Agreement in relation to Information Systems
- Support Services Agreement in relation to Finance Systems
- Licence Heads of Terms BEST Training Hub
- Licence Heads of Terms North London Business Park
- Licence Heads of Terms Hendon Town Hall
- Licence Heads of Terms Kosher CPU
- Atrium Café Service Proposal and Conditions
- Civic Catering Service Proposal and Conditions

1.12 The final contract documentation will be published in accordance with the council's transparency policy within three months of mobilisation, redacted as appropriate to protect commercially sensitive information.

Key features of the Services Contract

1.13 The primary objective of negotiations in respect of the contract clauses has been to ensure a fair and appropriate apportionment of risk, whereby both parties accept the risk for matters that are under their control and there is a reasonable apportionment of other risks over which neither party has control. The purpose of this is to ensure that the council does not pay within the contract price for non-commercial risks that may or may not crystallise and

that would have continued to be council risks had the service not been contracted out. On the other hand, the bidder takes on the commercial risks of securing the level of income required to under-write the contract price.

- 1.14 The vast majority of the clauses in the Services Contract are standard OGC clauses. Where appropriate, the council's existing CSG and Re contracts have been used as the model, where the OGC contract provides discretion. The following provisions are of particular note:

Performance Management

- 1.15 Officers will monitor and steer the strategic development of the service and overall performance through a Strategic Partnership Board and a number of service-specific sub-boards, including one for catering services. Each of these include headteacher representatives, which will ensure that the council receives early feedback in respect of the on-going quality of service delivery. In addition a Contract Management Board will have operational oversight of performance against the contract.
- 1.16 Overall performance will be measured against a set of agreed Key Performance Indicators (KPIs), a list of which is attached as Appendix A. Some of the KPIs are focussed on outcomes, where we want Cambridge Education to influence schools. These have been classified as Strategic KPIs. For example, Cambridge Education's school improvement activity should facilitate improved GCSE results overall, but it is not the only factor that will determine those results. Other KPIs relate directly to the performance of Cambridge Education itself. These have been classified as Operational KPIs and would include, for example, the timely completion of Education, Health and Care Plans. In addition, there is a comprehensive set of lower-level performance indicators and management information measures that will be reported on a regular basis.
- 1.17 The Performance and Contract Management Committee will receive regular reports on performance against the KPIs and can request more detailed reports on performance at any point.
- 1.18 The performance regime provides for under-performance points to be awarded, which will result in deductions from charges. The maximum that can be deducted is equivalent to the partner fee (profit), as set out in the final tender. There is a differential approach between Strategic KPIs and Operational KPIs, to reflect the level of direct control that Cambridge Education has over outcomes. In order to incentivise good performance, over-performance against Strategic KPIs will generate credits against OKPI deductions, but not additional cash payments.

Change

- 1.19 As is fairly standard, any general change in law or specific change in law that was reasonably foreseeable at the time of entering into the contract will not permit Cambridge Education to seek an increase in the contract price. Also, traded services charges are not covered by the change in law provisions, as they are for Cambridge Education to agree with schools, as the individual

customers for those services. However, in view of the potentially substantial impact that a change in Universal Infant Free School Meals legislation would have on the overall commercial model, such a change would trigger a discussion about the impact on the contract price. Special arrangements have also been agreed to give the council greater control over increases in school meal prices than would normally be the case in such an arrangement.

Supply Chain Rights and Protections

- 1.20 This governs the appointment of sub-contractors. It requires the contractor to manage its sub-contractors properly and gives the council rights to reject the appointment of key sub-contractors, or require their removal in certain circumstances. It also provides for all of the relevant requirements of the main contract to pass down to the key sub-contractor, including provisions on transparency and open-book accounting.

Limitations on Liability

- 1.21 This sets out standard requirements in respect of general liabilities, i.e. those that cannot be limited, and a financial cap for the contractor on any losses incurred by the council as a result of their default.
- 1.22 The contractor is not anticipating requiring redundancies, but it is recognised that it may be in the interests of all parties for a small number of staff to exit the organisation within the first year of the contract. It is normal practice for the council to meet the costs of this, but each individual case would be agreed with the council and there is a cap on the total cost.
- 1.23 In view of the known likelihood of the closure of the Atrium, it has also been agreed that the council should meet the cost of any redundancies arising out of that event. This would be subject to the contractor seeking to redeploy the staff wherever possible.

Termination Rights

- 1.24 The council may terminate the contract, in whole or in part:
- For convenience
 - If a supplier termination event occurs (these are set out in full in the definitions section of the contract, but in essence cover critical performance failure, material default or breach of contract, change of control, insolvency or breach of warranties)
 - In the event of a Force Majeure event lasting more than 180 days
 - In the event of fraud or bribery
 - If the contractor exhausts the liability cap mentioned above (although they do have the option of topping that up, to avoid termination).
- 1.25 The contractor may terminate the contract, in whole or in part:
- If the council fails to pay an undisputed invoice 40 working days after it has received a notice of non-payment
 - In the event of a Force Majeure event lasting more than 180 days
 - If the council steps in to provide part of the service for more than 180 days.

- 1.26 This gives the council much broader rights to terminate than it does to the contractor. Recognising this, significant effort has been put into avoiding “hair triggers” that would enable the council to terminate the contract for a minor infraction.
- 1.27 In terms of the cost of termination, the principle that has been adopted is that costs fall with fault and, if there is no fault, costs are apportioned between the parties.
- 1.28 It is highly unusual for contracts to allow one party to walk away at will and, whilst the council can terminate for convenience at any time, it should be noted that this would be a costly option.

Consequences of Expiry

- 1.29 Amongst other things, this covers what happens to the traded services at the end of the contract. In summary, there are three options:
- Incorporate a joint venture; or
 - Continue the existing arrangement (and continue taking the benefit of gainshare, which will continue only as long as income streams existing at the expiry date remain); or
 - The council buys out the contractor’s 80% of the business.

Allowable Assumptions

- 1.30 The assumptions on which the tender was based and which it is not possible to verify in advance of contract mobilisation are incorporated in the contract. This sets out the details of those assumptions, the potential impact they would have in the event that they were incorrect, the approach to be taken to verify the assumptions and “true up” the contract if required, and the time limit for verification. The key areas that are covered are the cost and number of transferring staff and the value of the transferring business.

Mobilisation

- 1.31 The mobilisation of the contract has been overseen by a Joint Transition Board, with membership from the council, Cambridge Education and ISS. All parties worked hard to achieve a smooth transition on 1st April 2016, with minimum change for staff and customers. There has been regular communication with staff and customers throughout the process. Key activities in support of contract mobilisation have been:
- TUPE consultation with staff and trades unions
 - Provision and checking of data to support the transfer of staff
 - Novation of contracts that will transfer with the service
 - Establishment of the necessary interfaces with CSG
 - Preparation of licences to allow occupation of accommodation

- 1.32 Whilst a smooth transition was achieved, it is recognised that there may be some issues that arise post-mobilisation. These will be monitored and addressed through the contract management arrangements.
- 1.33 Arrangements for mobilisation were the subject of a Local Partnerships Health Check review which was conducted on 11th and 12th February 2016. The conclusion of the review was that “there are no significant obstacles to successful implementation. Any recommendations are made to support the further successful transition, implementation and embedding of the delivery model.” A copy of the full report is attached as Appendix B. The recommendations were implemented in the mobilisation and project close processes.

2. REASONS FOR RECOMMENDATIONS

- 2.1 Now that the contract is in place, responsibility for overseeing its on-going performance rests with the Performance and Contract Management Committee. It is, therefore, appropriate that Committee Members have an overview of the contract.

3. ALTERNATIVE OPTIONS CONSIDERED AND NOT RECOMMENDED

- 3.1 Alternative options for the future delivery of education and skills services have been the subject of a number of reports to Members over the last two years.

4. POST DECISION IMPLEMENTATION

- 4.1 There will be regular reports on the performance of the contract to the Performance and Contract Management Committee.

5. IMPLICATIONS OF DECISION

Corporate Priorities and Performance

- 5.1 Barnet is a place of growth. The quality of the education offer is at the heart of Barnet’s continuing success as a place where people want to live, work and study. It plays a crucial part in making Barnet a popular and desirable place with many families attracted to the area by the good reputation of Barnet’s schools. Excellent educational outcomes and ensuring children and young people are equipped to meet the needs of employers are key to deliver the Council’s ambition set out in its Corporate Plan 2015-20 for Barnet’s schools to be amongst the best in the country and for all children to have the best start in life and achieve the best they can.
- 5.2 Developing a new approach to delivering education and skills services in partnership with schools, will enable the Council and schools to continue to support these priorities through jointly harnessing efforts and resources at a time of financial constraint and when the educational landscape is leading to a

more diverse range of providers. Developing a delivery model that enables the services to be responsive to the needs of this increasingly diverse range of providers offers the opportunity to maintain and improve support services to schools so that Barnet's excellent educational offer can be maintained and improved.

Resources (Finance & Value for Money, Procurement, Staffing, IT, Property, Sustainability)

- 5.3 These services are currently provided at a total annual gross cost of £20.9m. This is funded by £3.7m from the Dedicated Schools Grant, which is ring-fenced, and generation of income of £9.4m. This leaves a net Council funded budget of £7.8m. The contract price covers services funded by the Council and the DSG, giving a baseline annual cost for the contract of £11.5m.
- 5.4 Within the savings target set by the Policy and Resources Committee, the Education and Skills service is required to deliver savings of £850k between 2016/17 and 2019/20, plus the saving of £695k that was not achieved in 2015/16, due to the timing constraints of the tender process. In addition, SEN Transport is required to deliver savings of £240k between 2016/17 and 2019/20, together with a further £100k reduction in service costs in relation to temporary funding for the brokerage function. This gives a total savings requirement for the service over the term of the MTFS of £1,885k.
- 5.5 The contract with Cambridge Education will deliver these savings in accordance with the required profile, as set out in the report presented to the Children, Education, Libraries and Safeguarding Committee on 18th November 2015.
- 5.6 The contract is constructed in such a way that these savings are guaranteed, as they are incorporated within the tendered price for delivering the core services to the Council in the period between 2016/17 to 2022/23. The savings requirements are summarised in the table below.

	Year 1 15/16	Year 2 16/17	Year 3 17/18	Year 4 18/19	Year 5 19/20	Total
	£000					
Original MTFS savings profile	695	85	160	255	350	1,545
Proposed revised MTFS savings profile	0	780	160	255	350	1,545
SEN transport savings profile	0	120	120	0	100	340
Revised savings profile (including SEN transport)	0	900	280	255	450	1,885

- 5.7 Whilst the risk of securing the level of increased income and efficiency that is required to achieve this saving sits entirely with Cambridge Education, their tender included proposals for how this growth and efficiency would be achieved. These proposals were assessed by suitably qualified officers and commercial advisors and were considered to provide sufficient assurance that this level of growth is achievable and that the potential additional growth that

would be subject to gain share arrangements is also reasonable.

5.8 In respect of the financial submission, the Council's commercial advisor (iMPower) advised that "We believe that overall the risks inherent in achieving the required savings and gain share have been satisfactorily considered and to a reasonable extent addressed. The Council is aware that quite modest amounts of gain share have been targeted and it is possible that even these may not be delivered. However the information provided does give sufficient confidence in new sales and surplus and there appears to be an acceptable residual risk related to Cambridge Education failing to achieve all its targeted financial contribution from this."

5.9 Client-side and contract management arrangements will utilise existing resources within the Commissioning Group and there will be no additional costs associated with these.

Social Value

5.10 The contract provides a number of commitments that will secure wider social, economic and environmental benefits. Key amongst these is the intention to continue delivering all services from within Barnet and not relocate existing jobs outside the Borough. Within the catering service, there are also commitments regarding apprenticeships, use of electric vehicles for catering transport and continuing payment of the London Living Wage.

Legal and Constitutional References

5.11 Performance and Contract Management Committee has responsibility for monitoring of performance including, but not limited to, targets of Delivery Units and Support Groups including Customer Support Group; Re; the Barnet Group Ltd (including Barnet Homes and Your Choice Barnet); HB Public Law; NSL; Adults and Communities; Family Services; Education and Skills; Street Scene; Public Health; Commissioning Group; and Assurance.

Risk Management

5.12 The implementation of an alternative delivery model for education and skills services is intended to mitigate against the risk of a decline in the performance of the educational system as a whole that could arise from making service reductions to meet Medium Term Financial Strategy targets.

5.13 The main risk associated with the contract is that Barnet schools do not support the arrangement and reduce the level of services that they buy-back through the contract. Not only would this directly reduce the assumed level of income, but it would also undermine the venture's ability to grow through selling services to schools outside the Borough. This could also lead to the Council having less knowledge of schools through its contractor, thus affecting its ability to make timely and effective interventions. This has been managed by ensuring the on-going involvement of schools in the mobilisation process and in the governance arrangements for the partnership.

5.14 An assessment of Health and Safety Risks has been carried out. This has identified that there are no additional Health and Safety risks beyond those

normally associated with the delivery of these services and which are managed through established Health and Safety policies and procedures.

- 5.15 The contract sets out requirements in respect of health and safety, including a requirement that Cambridge Education and ISS follow the Council's established health and safety policy and procedures.
- 5.16 The contract, together with the service method statements and specifications that form schedules to it, also incorporates the Council's requirements in respect of business continuity and emergency management.

Equalities and Diversity

- 5.17 The 2010 Equality Act outlines the provisions of the Public Sector Equalities Duty which requires Public Bodies **to have due regard** to the need to:

- eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act 2010
- advance equality of opportunity between people from different groups
- foster good relations between people from different groups

- 5.18 The broad purpose of this duty is to integrate considerations of equality into day business and keep them under review in decision making, the design of policies and the delivery of services.

- 5.19 An Equality Impact Assessment has been carried out prior to the letting of the contract and reported to the Children, Education, Libraries and Safeguarding Committee and full Council. This covered potential impacts on residents and service users and on employees. In summary, the impact assessment for residents and service users identified a neutral impact overall, as services will continue to be provided to the current level and quality. The impact assessment for employees identified a bigger impact on women than men. This is due to the fact that women make up 93% of the affected workforce. Whilst the impact on transfer is neutral, the long-term overall impact for employees was considered to be positive, due to the commitment to London Living Wage, the proposed arrangements for staff recruitment, retention, motivation and development, and the fact that there are no planned redundancies.

- 5.20 Previous reports recognised that the mobilisation of the arrangement constitutes a significant change that would have an impact on employees and, in accordance with the Council's Managing Organisational Change Policy, it would be essential that this change was managed in a way that reduces the disruptive effects of change. This has included ensuring that:

- the employees concerned have been treated in a fair and equitable way
- advance notice of the impending change was given to the employees concerned as soon as possible
- future change will be brought about following consultation

- 5.21 Consultation has continued to take place with the recognised trade unions and affected employees throughout the contract mobilisation process. This has included formal TUPE consultation in respect of transferring to a new employer. The contract provides for on-going employee relations to be governed in accordance with the council's TUPE-plus arrangements.
- 5.22 The contract requires compliance with the Council's established equality and diversity policies and procedures, including the provisions of Equality Impact Assessments for any proposed changes in service provision.

Consultation and Engagement

- 5.23 A considerable level of consultation and engagement activity took place to inform the development of the outline business case. The outcomes of that consultation were reported to the Children, Education, Libraries and Safeguarding Committee on 12th January 2015 to inform the decision to proceed with the procurement of a third party partner.
- 5.24 There has been on-going engagement with schools through the procurement and mobilisation processes. Headteacher representatives participated in both the dialogue process and the evaluation of submissions. There was on-going consultation with the Headteacher Reference Group on issues emerging from dialogue. The contract's governance arrangements provide for headteacher representation on the strategic partnership board and its sub-groups.
- 5.25 Updates on progress were provided to staff, headteachers and chairs of governors throughout the process, using both written communication and presentations. There has also been on-going consultation with the recognised trades unions.

6. BACKGROUND PAPERS

- 6.1 Council, 8th December 2015 – agreed the selection of Mott MacDonald Ltd trading as Cambridge Education Cambridge Education as the Council's preferred bidder for the future delivery of Education and Skills services, on the basis of a strategic partnering arrangement and authorised the Commissioning Director – Children and Young People to finalise the contract documentation, in consultation with the Committee Chairman, and to proceed with all necessary planning and preparation for mobilisation of the contract, in consultation with the Committee Chairman.
<http://barnet.moderngov.co.uk/ieListDocuments.aspx?CId=692&MId=8349>
- 6.2 Children, Education, Libraries and Safeguarding Committee, 18th November 2015 – agreed recommendations to full Council regarding the appointment of Mott MacDonald Ltd trading as Cambridge Education as preferred bidder.
<http://barnet.moderngov.co.uk/ieListDocuments.aspx?CId=697&MId=8259>
- 6.3 The contract with Cambridge Education, dated 30th March 2016. This document is commercially confidential and exempt from publication by virtue of paragraph 3 of Schedule 12A of the Local Government Act 1972. Elected

Members who wish to inspect all or part of the contract should contact the officers named at the front of this report. The final contract documentation will be published in accordance with the council's transparency policy within three months of mobilisation, redacted as appropriate to protect commercially sensitive information.

- 6.4 Children, Education, Libraries and Safeguarding Committee, 12th January 2015 – agreed the development of a full business case on the establishment of a joint venture company with a third party for the future delivery of the Education and Skills service and authorised the commencement of the procurement exercise to identify a third party partner to inform the development of the full business case.
<http://barnet.moderngov.co.uk/ieListDocuments.aspx?CId=697&MId=7926&Ver=4>
- 6.5 OPM's report providing detailed analysis of the consultation results.
<http://engage.barnet.gov.uk/>
- 6.6 Council, 16th December 2014 – agreed that the Children, Education, Libraries and Safeguarding Committee should complete the detailed consideration of alternative delivery options, including agreeing to the commencement of procurement where relevant.
<http://barnet.moderngov.co.uk/documents/s19543/Business%20Planning%20201516-1920.pdf>
- 6.7 Children, Education, Libraries and Safeguarding Committee, 15th September 2014 – approved further consultation and engagement on four options for the future delivery of the Education and Skills service.
<http://barnet.moderngov.co.uk/ieListDocuments.aspx?CId=697&MId=7925&Ver=4>
- 6.8 Policy and Resources Committee, 10th June 2014 (Decision Item 6) – noted the updated Medium Term Financial Strategy up to 2020 and the Priorities and Spending Review report. The Committee agreed the Education and Skills project approach to consultation.
<http://barnet.moderngov.co.uk/ieListDocuments.aspx?CId=692&MId=7856&Ver=4>
- 6.9 Cabinet, 25th February 2014 (Decision Item 7) – approved the Medium Term Financial Strategy.
<http://barnet.moderngov.co.uk/ieListDocuments.aspx?CId=120&MId=7518&Ver=4>