

# Agenda

## Cabinet



Date:	Wednesday, 25 March 2015 at 6.15pm
Venue:	Town Hall, St Annes, FY8 1LW

**LEADER: COUNCILLOR SUSAN FAZACKERLEY**

Membership:	<table border="1"><thead><tr><th>Councillor</th><th>Portfolio</th></tr></thead><tbody><tr><td>Karen Buckley</td><td>Finance and Resources</td></tr><tr><td>Susan Fazackerley</td><td>Leisure and Culture</td></tr><tr><td>Dr Trevor Fiddler</td><td>Planning and Development</td></tr><tr><td>Cheryl Little</td><td>Social Wellbeing</td></tr><tr><td>Albert Pounder</td><td>Customer and Operational Services</td></tr><tr><td>Thomas Threlfall</td><td>Environment and Partnerships</td></tr></tbody></table>	Councillor	Portfolio	Karen Buckley	Finance and Resources	Susan Fazackerley	Leisure and Culture	Dr Trevor Fiddler	Planning and Development	Cheryl Little	Social Wellbeing	Albert Pounder	Customer and Operational Services	Thomas Threlfall	Environment and Partnerships
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Dr Trevor Fiddler	Planning and Development														
Cheryl Little	Social Wellbeing														
Albert Pounder	Customer and Operational Services														
Thomas Threlfall	Environment and Partnerships														

**Public Platform:** To hear representations from members of the public in accordance with Cabinet procedure rules.

### Procedural Items

### Pages

<b>1</b>	<b>Declarations of Interest:</b> Declarations of interest, and the responsibility for declaring the same, are matters for elected members. Members are able to obtain advice, in writing, in advance of meetings. This should only be sought via the Council's Monitoring Officer. However, it should be noted that no advice on interests sought less than one working day prior to any meeting will be provided.	<b>1</b>
<b>2</b>	<b>Confirmation of Minutes:</b> To confirm the minutes of the previous meeting, held on 11 February 2015, as a correct record as attached.	<b>3 - 7</b>

### Urgent Items

<b>3</b>	<b>Urgent Items:</b> The Chairman will be asked to indicate whether or not she accepts that any additional item should be considered by the Cabinet as a matter of urgency, in accordance with section 100 of the Local Government Act 1972 (as amended).	<b>1</b>
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## Items for Decision

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# Cabinet

<b>Date:</b>	Wednesday, 11 February 2015
<b>Venue:</b>	Town Hall, St Annes
<b>Cabinet members:</b>	Councillor Susan Fazackerley (Leader) Councillor Karen Buckley (Deputy Leader)  Councillors Dr Trevor Fiddler, Cheryl Little, Albert Pounder, Thomas Threlfall
<b>Other councillors:</b>	Councillors Christine Akeroyd, Len Davies, Kiran Mulholland
<b>Officers:</b>	Allan Oldfield, Tracy Morrison, Paul O'Donoghue, Paul Drinnan, Michael Eastham, Sharon Wadsworth
<b>Members of the public:</b>	There was one member of the public present.

## Public Platform

There were no representations from the public.

### 1. Declarations of interest

Members were reminded that any disclosable pecuniary interests should be declared as required by the Localism Act 2011 and any personal or prejudicial interests should be declared as required by the Council's Code of Conduct for Members.

Councillor Susan Fazackerley declared a personal and prejudicial interest in the exceptional scheme element of Item 7, relating to the replacement of the roof at Lowther Pavilion as a Trustee of Lowther Trust.

Councillors Dr Trevor Fiddler and Thomas Threlfall declared a personal and prejudicial interest in the exceptional scheme element of Item 7, relating to the Freckleton Memorial Park as members of Freckleton Parish Council.

### 2. Confirmation of minutes

RESOLVED: To approve the minutes of the Cabinet meeting held on 14 January 2015 as a correct record for signature by the Chairman.

### 3. Urgent Items

There were no urgent items.

### 4. Community Focus Scrutiny Recommendations

Councillor Kiran Mulholland (Chairman of the Community Focus Scrutiny Committee) presented the recommendations made by the Committee at its meeting held on 22 January 2015 (previously circulated).

The scrutiny committee recommended the following to Cabinet for approval:

**1. THE FUTURE OF CCTV IN FYLDE**

2. To note the current position with regard to the management and monitoring of the Rapid Deployment and the fixed CCTV cameras in Fylde Borough.
2. To approve the option of adding the three Lytham Town centre cameras to the existing monitored system (as outlined in the report) to be delivered through the Wyre BC and Fylde BC CCTV monitoring partnership, funded from the approved Capital programme at an estimated cost of £11,185
3. To approve a fully funded budget increase of £2,151 to the CCTV replacement scheme within the approved Capital programme and that this increase be met for the additional LSP final balance.
4. As a consequence of the high risk to the existing downloading facility (outlined in paragraph 7 of the report) no further maintenance or renewal works be undertaken to other existing rapid deployment cameras, (as listed in Appendix 1 of the report) and they be decommissioned where such works are required.
5. To approve the continuation of the existing maintenance work for the existing CCTV vans, where such works are a Fylde BC responsibility, whilst the Police provide ongoing support.
6. To note that any further works that may be approved would be delivered in 2015/16.

**2. HEALTHWATCH LANCASHIRE**

1. To note the report and thank Ms Brown for her attendance at the meeting.
2. To request that an updated report be presented to an appropriate programme committee later in the year.

**3. PLANNING IMPROVEMENT PLAN 2013/14**

1. To note the outstanding actions from the Planning Improvement Plan.
2. To note the ongoing improvement work (as outlined in section 3 of the report) and seek support for their delivery.
3. To present an updated progress report to the appropriate committee later in the year.

In reaching its decision, Cabinet considered the details set out in the report before it and at the meeting **RESOLVED** to approve the recommendations made by the Community Focus Scrutiny Committee at its meeting held on 22 January 2015 subject to:

- Replace recommendation 1(4) on the Future of CCTV in Fylde with *“To seek a further report to cabinet on the implications on the capital budget provision of the proposed conversion of the Lytham cameras, to the monitored system delivered through Wyre council, with a view to this funding being set aside in an earmarked reserve for CCTV. The long term use of this to be considered further in 2017 when the police are able to give the council a commitment to monitoring the cameras post 2017, or otherwise. In the meantime if any of the current camera locations fail, they can be considered on a case by case basis, based on a proven need being demonstrated through an impact assessment”*
- Recommendation 2(2) on Healthwatch Lancashire to be amended for the updated report to be presented to the appropriate committee by the end of Autumn 2015.
- Recommendation 3(3) on Planning Improvement Plan 2013/14 to be amended for the updated report to be presented to the appropriate committee by the end of Autumn 2015.

5. Corporate Fraud – Proposal for Shared Service

Tracy Morrison, Director of Resources, presented the report that set out the case for participating in a shared Corporate Fraud service with Preston and Lancaster Councils following the upcoming transfer, scheduled for 1 June 2015, of the existing Benefit Fraud resource to the Department for Work and Pensions (DWP) to form part of a Single Fraud Investigation Service (SFIS).

In reaching its decision, Cabinet considered the details set out in the report before it and at the meeting RESOLVED:

1. To agree in principle to the establishment of a Shared Corporate Fraud Service with Preston and Lancaster Councils
2. To note the successful joint bid for set up funds from the government in a sum of £125,750
3. To authorise the Director of Resources to enter into further discussions with Preston and Lancaster Councils on a detailed service level agreement and bring a report back to Members in due course
4. To note the savings estimated to be generated from participation in the proposed shared service set out in the report.

6. Community Infrastructure Levy (CIL); The Preparation of a Draft Charging Schedule and a Regulation 123 (Infrastructure) List

Michael Eastham, Principal Planning Policy Officer, presented the report informing members on the Community Infrastructure Levy (CIL), the preparation of a Charging Schedule and the drafting of a Regulation 123 (Infrastructure) List for Fylde.

Mr Eastham explained that the Community Infrastructure Levy (CIL) was a new charge on some forms of built development that allowed the Council to levy a charge on owners or developers carrying out built development to contribute to the costs of providing the infrastructure needed to support development of the area. It would fund infrastructure projects such as transport, education, leisure and health which would be set out in a Regulation 123 list.

It was a requirement that the decision to adopt the charging schedule, following the stages of consultation, would be made by the full council.

In reaching its decision, Cabinet considered the details set out in the report before it and at the meeting and RESOLVED:

1. To approve the preparation and progression of a Community Infrastructure Levy (CIL) through the prescribed consultation stages to adoption by the Council.
2. To approve the preparation of a Charging Schedule, which would set out the charging rates. The proposed charging rates would be subject to an independent examination, by an examiner from the Planning Inspectorate.
3. To approve the drafting of a Regulation 123 list of all the infrastructure types and projects that was intended would be or may be, wholly or partly funded by CIL.
4. That a further report be prepared and presented to members once the above recommendations are achieved to approve the final proposals.

7. Medium Term Financial Strategy Update, Including General Fund, Capital Programme and Treasury Management for 2014/15 to 2018/19

In introducing the item Councillor Buckley confirmed that the following presentation and subsequent proposition would exclude matters relating to the exceptional schemes proposals to enable them to be dealt with at the conclusion of the meeting, thus allowing the Councillors with interests to leave the room.

Paul O'Donoghue, Chief Financial Officer, presented the report on the Medium Term Financial Strategy (MTFS) for the five years 2014/15 to 2018/19.

Members were reminded that the MTFS was designed to provide a strategic link between available financial resources, the Council's corporate policy priorities and to ensure that the Council sets a budget which was robust and sustainable in order that it can deliver the aspirations in line with its strategic objectives.

The report detailed the estimated financial resources available to the Council and identified how they would be utilised to support the achievement of the Council's priorities. The report also identified the key financial risks facing the Council over the life of the forecast. In addition details of the various budgetary movements, since the budget was set by Council in March 2014, together with the Council's Revenue Budget Expenditure and Forecast, Capital Programme and Useable Reserves and Balances Policy were set out in the report.

Mr O'Donoghue confirmed that the feedback from the Budget Consultation process would be considered as part of the budget setting meeting by full Council on 3 March 2015.

In presenting the report, Mr O'Donoghue highlighted key high level financial risks within the Revenue budget which included the New Homes Bonus, Government Grant Support (RSG), waste recycling cost sharing arrangement with Lancashire County Council, particularly from 2018/19, and localisation of business rates.

In concluding the report, Mr O'Donoghue confirmed that as the Council's Chief Financial Officer he was required to comment on the robustness of the Council's financial position and that, having considered the major items of income and expenditure, in his opinion the finances of the Council remain robust for a four year period of a broadly balanced budget. The final year of the forecast, however, provided a more challenging scenario.

Cabinet members expressed thanks to Mr O'Donoghue and the finance team for the detailed work that has gone in to preparing the report and delivering such a financial position and to Management Team and budget holders for the delivery of continued ongoing savings.

With the exception of the exceptional schemes, on Appendix F (part 2 – Capital) of the report, and any associated matters arising, Cabinet considered the details set out in the report before it and at the meeting and RESOLVED to request Council to approve and adopt:

- (a) The revised estimates for 2014/15 and the revenue budget for 2015/16 as set out in Appendix E of the report, which included the transfers to the Capital Investment Reserve in the total sum of £911k and the increase in the balance of the General Fund Reserve in the sum of £255k;
- (b) The budget proposals and changes to Reserves and Balances as set out in Appendix F of the report, except for the exceptional scheme matters;
- (c) The updated Five Year Capital Programme including the changes proposed by Cabinet, as set out in Appendix G of the report;
- (d) The updated Useable Reserves & Balances Policy as detailed in Appendix H of the report;
- (e) An average Band D Council Tax of £185.79 for 2015/16 (excluding Town and Parish precepts), which is a 0.06% reduction from the 2014/15 average Band D charge;
- (f) The Special Expenses policy as set out in Appendix I of the report; which included that:
  - for the purposes of charging special expenses, both the special expense costs and the tax bases relating to the areas of Lytham and St Annes would each be aggregated and the Council Tax charge per property at each band level would be the same across the whole area; and
  - the annual special expense charge per property would be set for 2015/16 at the same level as for 2014/15, that being £67.94 per band D property; and

- the annual borough wide charge per property would be set for 2015/16 at the same level as for 2014/15, that being £144.82 per band D property; and
- the budget resource to be allocated to delivering concurrent services and chargeable as special expenses for 2015/16 would be set at a sum equivalent to the annual special expense charge per property (band D equivalent) multiplied by the tax base for the special expense area;

(g) The schedule of fees and charges for 2015/16 as detailed in Appendix J of the report;

Councillor Fazackerley left the room, having declared a personal and prejudicial interest at the beginning for the meeting.

Councillor Buckley presented the exceptional scheme, in Appendix F of the report, on Lowther Pavilion Roof. The proposal was to fund a scheme, to be funded from the Capital Investment Reserve, to repair and insulate the roof of the building. Lowther Trust would contribute £50k towards the overall costs over a ten year period.

In reaching its decision, Cabinet considered the details set out in the report before it and at the meeting and RESOLVED to request Council to approve the budget proposal for the exceptional scheme for Lowther Pavilion Roof.

Councillor Fazackerley returned to the meeting and Councillors Fiddler and Threlfall left the room, having both declared a personal and prejudicial interest at the beginning for the meeting.

Councillor Buckley presented the exceptional scheme, in Appendix F of the report, on Freckleton Memorial Park. The proposal was to make a one off contribution, to be funded from the Capital Investment Reserve, towards the memorial park regeneration project to commemorate the 70<sup>th</sup> anniversary of the Freckleton Air Disaster.

In reaching its decision, Cabinet considered the details set out in the report before it and at the meeting and RESOLVED to request Council to approve the budget proposal for the exceptional scheme for Freckleton Memorial Park.

Councillors Fiddler and Threlfall returned to the meeting.

In concluding the meeting Councillor Fazackerley expressed her gratitude to Councillor Buckley for her contribution as the Finance and Resources portfolio holder.

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# REPORT

REPORT OF	MEETING	DATE	ITEM
RESOURCES DIRECTORATE - FOR THE CHAIRMAN OF THE POLICY DEVELOPMENT SCRUTINY COMMITTEE	CABINET	25 MARCH 2015	4

## POLICY DEVELOPMENT SCRUTINY COMMITTEE RECOMMENDATIONS

### PUBLIC ITEM

This item is for consideration in the public part of the meeting.

### SUMMARY

The Policy Development Scrutiny Committee met on 19 February and 12 March 2015 and made recommendations which the Cabinet may wish to note. The full minutes of the meeting from 19 February 2015 are appended to the report and the minutes from 12 March 2015 will be circulated prior to the Cabinet meeting on 25 March.

### RECOMMENDATION

To consider and note the recommendations arising from the Policy Development Scrutiny Committee meeting held on 19 February 2015 and the meeting held on 12 March 2015.

### CABINET PORTFOLIO

This item falls within the following cabinet portfolio(s):

- |                          |                                |
|--------------------------|--------------------------------|
| Finance and Resources    | - Councillor Karen Buckley     |
| Planning and Development | - Councillor Dr Trevor Fiddler |
| Social Wellbeing         | - Councillor Cheryl Little     |

### CORPORATE PRIORITIES

To Promote the Enhancement of The Natural & Built Environment ( <b>Place</b> )		To Encourage Cohesive Communities ( <b>People</b> )	
To Promote a Thriving Economy ( <b>Prosperity</b> )		To Meet Expectations of our Customers ( <b>Performance</b> )	√



## **SUMMARY OF PREVIOUS DECISIONS**

The recommendations of the Scrutiny Committee are regularly reported to Cabinet.

### **REPORT**

To consider endorsing the recommendations of the Policy Development Scrutiny Committee meeting held on 19 February 2015 and the meeting held on 12 March 2015.

The recommendations from the 19 February 2015 meeting are detailed below:

### **MEDIUM TERM FINANCIAL STRATEGY UPDATE, INCLUDING GENERAL FUND, CAPITAL PROGRAMME AND TREASURY MANAGEMENT FOR 2014/15 to 2018/19**

To note the contents of the Medium Term Financial Strategy including Cabinet's budget proposals, and note that Budget Council on 3<sup>rd</sup> March 2015 be recommended to approve and adopt:

- (a) The revised estimates for 2014/15 and the revenue budget for 2015/16 as set out in Appendix E of the report, which includes the transfers to the Capital Investment Reserve in the total sum of £911k and the increase in the balance of the General Fund Reserve in the sum of £255k;
- (b) The budget proposals and changes to Reserves and Balances as set out in Appendix F of the report;
- (c) The updated Five Year Capital Programme including the changes proposed by Cabinet, as set out in Appendix G of the report;
- (d) The updated Useable Reserves & Balances Policy as detailed in Appendix H of the report;
- (e) An average Band D Council Tax of £185.79 for 2015/16 (excluding Town and Parish precepts), which is a 0.06% reduction from the 2014/15 average Band D charge;
- (f) The Special Expenses policy as set out in Appendix I; which includes that:
  - for the purposes of charging special expenses, both the special expense costs and the tax bases relating to the areas of Lytham and St Annes will each be aggregated and the Council Tax charge per property at each band level will be the same across the whole area; and
  - the annual special expense charge per property will be set for 2015/16 at the same level as for 2014/15, that being £67.94 per band D property; and
  - the annual borough wide charge per property will be set for 2015/16 at the same level as for 2014/15, that being £144.82 per band D property; and
  - the budget resource to be allocated to delivering concurrent services and chargeable as special expenses for 2015/16 will be set at a sum equivalent to the annual special expense charge per property (band D equivalent) multiplied by the tax base for the special expense area;
- (g) The schedule of fees and charges for 2015/16 as detailed in Appendix J of the report

### **ECONOMIC DEVELOPMENT STRATEGY – REVIEW OF ACTION PLAN**

1. To note the report and recommend to Cabinet that following two years of detailed review of the Economic Development Strategy and Service, subsequent Action Plans be reviewed annually by the appropriate programme committee.
2. To recommend to Cabinet that section 11.1 of the Economic Development Activity report be amended to read:

“To assess the potential economic benefits (and possible disadvantages) of exploration and or development of the energy and renewable sectors to local communities” and that reference to

the bodies/organisations listed under “by whom” be amended to read “Fylde Borough Council, Lancashire County Council and energy sector companies”

#### **MID- END PERFORMANCE EXCEPTION REPORT 2014/15**

1. To note the report and recommend to Cabinet that with the exception of PM49, the proposed measure change requests of PM 23, 76, 36 and 152 be approved.

#### **OVERVIEW AND SCRUTINY WORK PLANS - UPDATE**

1. To note the Overview and Scrutiny Committee work plans

The recommendations from the 12 March 2015 meeting are detailed below:

#### **HOME ENERGY CONSERVATION ACT – FURTHER REPORT MARCH 2015**

1. That the Home Energy Conservation Act 1995 report of March 2015 be adopted, published, and notification of its publication be sent to the Secretary of State; and
2. That a costing exercise be undertaken to inform the Cabinet of the cost implications for focussing resources on those households suffering fuel poverty.

#### **LANCASHIRE SINGLE HOMELESS INITIATIVE**

1. To note the report and the progression of the projects;
2. To note the additional project funding in the sum of £33,067;
3. To note that a funded budget increase request would be prepared for the sum of £33,067 for authorisation by the Chief Financial Officer in consultation with the Portfolio Holder for Finance and Resources, to increase the overall project funding;
4. To note that an additional report would be provided to a future meeting of the Environment, Health and Housing Committee on the conclusion of the project to consider the final outcomes and any future opportunities arising from the project; and
5. That Development Management (Policy) Committee consider the issue of the lack of 1 bedroom accommodation available in the borough at a future meeting.

#### **FYLDE COAST MYHOMECHOICE AREA LETTINGS PLAN 2015**

1. To note the results of the consultation for the Area Lettings Plan with MyHomeChoice partners;
2. To approve the final draft of the Area Lettings Plan for adoption; and
3. To request an update to the appropriate committees regarding planning agreements and sheltered housing, at the appropriate time.

#### **THE 2014 EMPLOYEE SURVEY**

1. To note the outcomes of the 2014 Employee Survey and recognise the progressive and positive culture that was evidenced by the findings and achieved by the hard work and dedication of the employees; and
2. To direct the Chief Executive to note the comments of the committee and to action them appropriately.

#### **THE RESIDENTS SURVEY 2014**

It was RESOLVED to note the outcomes from the 2014 Residents Survey and progress made on the satisfaction with services, the Council and the local community.

IMPLICATIONS	
Finance	None arising directly from this report
Legal	None arising directly from this report
Community Safety	None arising directly from this report
Human Rights and Equalities	None arising directly from this report
Sustainability and Environmental Impact	None arising directly from this report
Health & Safety and Risk Management	None arising directly from this report

LEAD AUTHOR	TEL	DATE	DOC ID
Lyndsey Lacey	01253 658423	2 March 2015	PDSC Recs

LIST OF BACKGROUND PAPERS		
Name of document	Date	Where available for inspection
Minutes of Policy Development Scrutiny Committee	19 February 2015	<a href="http://www.fylde.gov.uk">www.fylde.gov.uk</a>
Minutes of Policy Development Scrutiny Committee	12 March 2015	<a href="http://www.fylde.gov.uk">www.fylde.gov.uk</a>

Attached documents

1. Policy Development Scrutiny Committee Minutes – 19 February 2015

**Please note:** the minutes of the meeting held on 12 March 2015 will be circulated following the publication of this report and will be available for members' inspection via the website

# Policy Development Scrutiny Committee



<b>Date:</b>	Thursday, 19 February 2015
<b>Venue:</b>	Town Hall, St Annes
<b>Committee members:</b>	<p>Councillor Fabian Craig- Wilson ( Chairman)</p> <p>Councillor Len Davies (Vice-Chairman)</p> <p>Councillors Susan Ashton, David Chedd, Maxine Chew, Peter Collins, John Davies, David Donaldson, Charlie Duffy, Karen Henshaw JP, Barbara Nash, Edward Nash, Elizabeth Oades, Richard Redcliffe, Elaine Silverwood, Vivienne Willder</p>
<b>Other Councillors:</b>	Councillors Karen Buckley, Susan Fazackerley, Cheryl Little
<b>Officers:</b>	Tracy Morrison, Paul Walker, Paul O'Donoghue, Paul Drinnan, Stephen Smith, Lyndsey Lacey, Alex Scrivens
<b>Members of the public</b>	There were no members of the public

## Public Platform

There was no speakers for public platform on this occasion.

### 1. Declarations of interest

Members were reminded that any disclosable pecuniary interests should be declared as required by the Localism Act 2011 and any personal or prejudicial interests should be declared as required by the Council's Code of Conduct for Members. There were no declarations of interest on this occasion.

### 2. Confirmation of minutes

RESOLVED: To approve the minutes of the Policy Development Scrutiny Committee meeting held on 13 November 2014 and 8 January 2015 as correct records for signature by the Chairman.

### 3. Substitute members

The following substitution was reported under Council procedure rule 23(c):

Councillor Barbara Nash for Councillor Ben Aitken

#### 4. Medium Term Financial Strategy Update, Including General Fund, Capital Programme and Treasury Management for 2014/15 to 2018/19

The comprehensive updated report on the Medium Term Financial Strategy (MTFS) for the five years 2014/15 to 2018/19 was introduced by Paul O'Donoghue (Section 151 Officer and Chief Financial Officer)

Members were reminded that the MTFS is designed to provide a strategic link between available financial resources and the Council's corporate policy priorities, ensuring that the Council sets a budget which is robust and sustainable to deliver the aspirations in line with its strategic objectives.

In summary, the report detailed the estimated financial resources available to the Council and identified how they would be utilised to support the achievement of the Council's priorities. The report also identified the key financial risks facing the Council over the life of the forecast. In addition, it detailed the various budgetary movements since the budget was set by Council in March 2014, together with the Council's Revenue Budget expenditure and Forecast, Capital Programme and Useable Reserves and Balances Policy.

Mr O'Donoghue drew to the Committee's attention the salient points contained in the report. He advised that the document would be presented to Budget Council meeting of 3 March 2015. In addition, feedback from the Budget consultation process would also be considered as part of the budget setting meeting.

In presenting the report, Mr O'Donoghue specifically drew the Committee's attention to the Local Government Finance Settlement for 2015/16 which he explained, was broadly in line with the indicative funding for 2015/16 which had formed the basis for the 2015/15 budget planning. He then went on to highlight key high level financial risks within the Revenue budget which included: New Homes Bonus, Government Grant Support (RSG), the Waste Recycling Cost Sharing Arrangement that the Council has in place with Lancashire County Council and the Localisation of Business Rates.

Mr O'Donoghue then went on to refer to key areas of medium financial risk within the Capital Programme including: Accommodation Project, Coast Protection Scheme, Vehicle Replacement and the Better Care Fund. In addition he drew the committee's attention to the budgetary movements since the budget was set at Council in March 2014, Cabinet's current Budget proposals together with details of the Capital Investment Reserve as set out in the report.

A copy of the Medium Term Financial Strategy 2014/15 to 2018/19 was attached as an appendix to the report.

In concluding his report, Mr O'Donoghue confirmed that as the Council's Chief Financial Officer he was required to comment on the robustness of the Council's financial position and that, having considered the major items of income and expenditure, in his opinion the finances of the Council remain robust for a four year period of a broadly balanced budget on the basis of the assumptions set out in the report. The final year of the forecast, however, provided a more challenging scenario. In forming this view, Mr O'Donoghue reiterated the risks outlined in sections 16 and 19 of the report and in particular, the current uncertainties surrounding assumptions upon which the forecast is based.

Councillor Karen Buckley was then invited by the Chairman to comment on Cabinet's specific budget proposals which were set out on pages 57-59 of the report. In doing so, she introduced her report by highlighting the proposed Council Tax freeze for the 5<sup>th</sup> year running including the continuing freezing of special expense charges. She then went through the report in detail and commented on each aspect of the proposals listed.

Various members commented on the proposals and sought clarification on a number of areas including: the phasing arrangements of the Accommodation Project; revenue items contained within the Budget proposals; grass verge cutting proposals, replacement of roof at Lowther Pavilion and

Freckleton Memorial Park proposals. These were addressed by Mr O'Donoghue and Councillor Buckley as appropriate. Mr O'Donoghue gave assurance that the queries which could not be directly answered on the night would be followed up and a response provided to the committee members.

Following consideration of the report it was RESOLVED that the committee note the contents of the Medium Term Financial Strategy including Cabinet's budget proposals, and note that Budget Council on 3<sup>rd</sup> March 2015 be recommended to approve and adopt:

- (a) The revised estimates for 2014/15 and the revenue budget for 2015/16 as set out in Appendix E of the report, which includes the transfers to the Capital Investment Reserve in the total sum of £911k and the increase in the balance of the General Fund Reserve in the sum of £255k;
- (b) The budget proposals and changes to Reserves and Balances as set out in Appendix F of the report;
- (c) The updated Five Year Capital Programme including the changes proposed by Cabinet, as set out in Appendix G of the report;
- (d) The updated Useable Reserves & Balances Policy as detailed in Appendix H of the report;
- (e) An average Band D Council Tax of £185.79 for 2015/16 (excluding Town and Parish precepts), which is a 0.06% reduction from the 2014/15 average Band D charge;
- (f) The Special Expenses policy as set out in Appendix I; which includes that:
  - for the purposes of charging special expenses, both the special expense costs and the tax bases relating to the areas of Lytham and St Annes will each be aggregated and the Council Tax charge per property at each band level will be the same across the whole area; and
  - the annual special expense charge per property will be set for 2015/16 at the same level as for 2014/15, that being £67.94 per band D property; and
  - the annual borough wide charge per property will be set for 2015/16 at the same level as for 2014/15, that being £144.82 per band D property; and
  - the budget resource to be allocated to delivering concurrent services and chargeable as special expenses for 2015/16 will be set at a sum equivalent to the annual special expense charge per property (band D equivalent) multiplied by the tax base for the special expense area;
- (g) The schedule of fees and charges for 2015/16 as detailed in Appendix J of the report.

#### 5. Economic Development Strategy – Review of Action Plan

The Chairman invited Paul Drinnan (Regeneration Manager) and Stephen Smith (Economic Development Officer) to the table to present a review of the Action Plan in relation to the Economic Development Strategy.

The report included an appendix detailing the type and scope of activity undertaken by the Council in delivering the Economic Development Strategy and Action Plan 2012 to 2030 since its adoption by Cabinet in January 2013.

In considering the matter, members raised a number of matters and these related to: member input/involvement into the Economic Development Strategy and associated activities/representation on various economic development sub groups. In addition, the Chairman sought to amend section 11.1 of the activity report and read out her proposal to the committee (as detailed in 2 below).

Following discussion it was RESOLVED:

1. To note the report and recommend to Cabinet that following two years of detailed review of the Economic Development Strategy and Service, subsequent Action Plans be reviewed annually by the appropriate programme committee.

2. To recommend to Cabinet that section 11.1 of the Economic Development Activity report be amended to read:

“To assess the potential economic benefits (and possible disadvantages) of exploration and or development of the energy and renewable sectors to local communities” and that reference to the bodies/organisations listed under “by whom” be amended to read “Fylde Borough Council, Lancashire County Council and energy sector companies”

(Prior to the conclusion of the debate and voting, Councillors Chew, Ashton, Oades and Silverwood left the room)

#### 6. Mid- End Performance Exception Report 2014/15

Alex Scrivens (Corporate Performance and Efficiency Officer) presented the Mid-Year Performance Exception Report for the period April-September 2014.

Mr Scrivens provided a brief overview of key performance outcomes for the first half of the financial year 2014/15 with particular reference to performance above target and the performance below target. He explained that for the “*performance above target*”, the narrative provided information about how the target had been exceeded and how that would be maintained. With regard to “*performance below target*” the narrative explained why the target was missed and what measures had been put in place to help achieve the target in the future.

In addition, Mr Scrivens drew the Committee’s attention to those areas where a performance measure change request was proposed and these related to PM 23, 49, 76, 36, 152 as outlined in the report. It was the general view that PM49 relating to the percentage of phone calls to 01253 658658 remain at 90%.

Following consideration of this matter it was RESOLVED to note the report and recommend to Cabinet that with the exception of PM49, the proposed measure change requests of PM 23, 76, 36 and 152 be approved.

(Councillors Chew, Ashton, Oades and Silverwood were not in attendance during the consideration and voting on this matter)

#### 7. Overview and Scrutiny Work Plans - Update

Following consideration of the overview and scrutiny workplans (which were included as an appendix to the report) it was RESOLVED to note the report.

(Councillors Chew, Ashton, Oades and Silverwood were not in attendance during the consideration and voting on this matter).

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# REPORT



REPORT OF	MEETING	DATE	ITEM
RESOURCES DIRECTORATE	CABINET	25 MARCH 2015	5

## WRITE-OFF OF UNCOLLECTABLE DEBTS

### PUBLIC ITEM

This item is for consideration in the public part of the meeting.

### SUMMARY

This report details the proposed write-off of debts in relation to local taxation (Business Rates and Council Tax), Sundry Debtors and the recovery of Housing Benefit overpayments.

Under this Council's Constitution the Head of the Shared Service (Revenues and Benefits) has delegated authority to write-off uncollectable Business Rate debts up to £10,000 and uncollectable Council Tax and Housing Benefit debts of up to £5,000.

Additionally, the Council's Constitution provides delegated authority to the Chief Financial Officer (Section 151 Officer) to write-off uncollectable debts in excess of those levels, and additionally in respect of sundry debts, for up to £25,000 per individual debt, such write-offs to be subsequently reported to Cabinet for information purposes.

The Chief Financial Officer has recently exercised this delegated power by writing-off three uncollectable Business Rate debts and one Housing Benefit debt following recommendations from the Head of the Shared Service (Revenues and Benefits). To meet the requirement that these written-off sums are reported to Cabinet details of each is provided at Appendix A.

The writing-off of debts in excess of £25,000 requires the prior approval by Cabinet.

There are four uncollectable Business Rates debt in excess of the £25,000 limit for which write-off is now requested. Details of this are also provided at Appendix A. There are no uncollectable debts in excess of the £25,000 limit in respect of any other category of debt.

All of the uncollectable debts for which write-off is requested (or is being reported) relate to the period to 31st March 2015.

The cost of writing off these debts will be met from the appropriate bad debt provision. In respect of Business Rates and Council Tax the provision is funded by contributions by all the recipients of Business Rate or Council Tax income (i.e. Fylde Council and the major preceptors, those being Lancashire County Council, the Lancashire Combined Fire Authority and the Police and Crime Commissioner for Lancashire as appropriate) and in the case of Business Rate income excluding the effects of any further adjustments for 'tariffs' or 'top-ups' according to local spending need as calculated by central government.

## RECOMMENDATIONS

### Cabinet is requested to:

1. approve the write-off of the four uncollectable Business Rates debt in excess of £25,000, details of which are provided at Appendix A this report; and
2. note the write-off by the Chief Financial Officer under delegated powers of the three uncollectable Business Rates debts and the one Housing Benefit overpayment below £25,000, details of which are also set out in Appendix A to this report.

## CABINET PORTFOLIO

This item falls within the following cabinet portfolio(s):

Finance and Resources

-

Councillor Karen Buckley

## CORPORATE PRIORITIES

To Promote the Enhancement of The Natural & Built Environment ( <b>Place</b> )		To Encourage Cohesive Communities ( <b>People</b> )	
To Promote a Thriving Economy ( <b>Prosperity</b> )		To Meet Expectations of our Customers ( <b>Performance</b> )	√

## SUMMARY OF PREVIOUS DECISIONS

No previous decisions have been made by Cabinet in respect of these specific debts.

## REPORT

### Background

1. The Council is responsible for collecting substantial amounts of income each year in respect of Business Rates (NNDR), Council Tax and Sundry Debtors. In addition the Council seeks to recover any overpayment of Housing Benefit.
2. Historically, the Council's overall collection rate of income for Business Rates and Council Tax is high with approximately 98% of all income due to the Council eventually collected. Similarly, non-collection of sundry debts are at a low level.
3. Good recovery procedures are in place and the recovery teams within the Revenues and Benefits Shared Service and the Fylde Council Finance Administration team pursue all monies due with vigour, and continue to explore new avenues of debt recovery in pursuit of challenging performance targets. Debt write-off is only considered in exceptional circumstances when other recovery options have been exhausted.
4. Where an amount outstanding has not been collected due to the debtor absconding, officers make enquiries of various agencies with a view to obtaining a forwarding address. Unfortunately, there are usually a small number of cases in each year for which it is not possible to trace the debtor and where the action taken has been unsuccessful in recovering the debt.

5. In respect of the debts in relation to Business Rates, Council Tax and the recovery of Housing Benefit overpayments The Head of the Shared Service (Revenues and Benefits) has presented these debts for write-off and is satisfied that every effort has been made to recover the money owed to the Council. However, for absconders, should the Shared Service become aware of the debtor's location, the amount written-off will be re-instated and action taken to recover the amount outstanding.
6. In the event that proceedings under the Insolvency Act 1986 have commenced in respect of a debtor the Council is notified of this by the Official Receiver or Insolvency Practitioners. Where a person or company is subject to such proceedings all existing recovery proceedings must cease. The making of a Court Order or the passing of a resolution also prevents any creditors from bringing proceedings against the insolvent party. For the purpose of this report insolvency includes; Individual Voluntary Arrangements, Company Voluntary Arrangements, Debt Relief Orders, Bankruptcy Orders, Voluntary Creditors Liquidation, Compulsory Liquidation, Members Voluntary Liquidation and Company Administration. The Council is ranked as an unsecured creditor, and may receive a dividend payment from any proceeds of the insolvency once secured creditors debts have been cleared.
7. Where the Council is notified of such an event by the Official Receiver or Insolvency Practitioners, the debt becomes irrecoverable and is therefore subject to consideration for write-off. However, the debt, or part of it, may be re-instated at a later date upon payment of a dividend arising from the conclusion of legal proceedings. Further information in relation to bankruptcy and liquidation terminology is provided at Appendix B.

#### **Implications**

8. The collection of revenue is of vital importance to the financial management of the Council. Failure to collect debts, and in a timely manner, has adverse implications to the Council's finances and cash flow.
9. All of the debts for which write-off is requested (or is being reported) within this report relate to the period prior to March 2015.
10. Although this report seeks approval to write-off a small number of uncollectable debts, any debt that is written-off can be re-instated at a later date should there be a further opportunity to recover part or all of the debt.
11. The names of individual debtors have not been published because to do so may infringe the Data Protection Act 1998.

<b>IMPLICATIONS</b>	
Finance	The financial implications are detailed within the body of this report.
Legal	The Council's Constitution requires that the writing-off of debts in excess of £25,000 requires the prior approval by Cabinet. Additionally amounts above a specified level that have been written-off by the Chief Financial Officer under delegated powers are required to subsequently be reported to Cabinet for information purposes. This report fulfils those requirements.
Community Safety	None arising directly from this report
Human Rights and Equalities	None arising directly from this report

Sustainability and Environmental Impact	None arising directly from this report
Health & Safety and Risk Management	None arising directly from this report

LEAD AUTHOR	TEL	DATE	DOC ID
Paul O'Donoghue	01253 658566	March 2015	

LIST OF BACKGROUND PAPERS		
Name of document	Date	Where available for inspection
None		

Attached documents

1. Appendix A – Information on debts written-off and for which write-off is requested
2. Appendix B – Glossary of Terms

**Section 1: Debts in excess of £25,000: (Authority sought to write off debt)**

<b>National Non Domestic Rates</b>			
<b>Name</b>	<b>Account Ref</b>	<b>Amount (£)</b>	<b>Reason</b>
<b>Company A</b>	<b>51735601</b>	<b>£91,329.40</b>	<b>Company in Administration</b>
<p>The write off is in respect of the period from 1<sup>st</sup> April 2009, and as the Company remains in Administration is an ongoing account.</p> <p>The property is a Car Showroom, Workshop and Premises in St Annes and was one of a number of properties which included the old Council CVMU Depot, which the Company had purchased to redevelop the site into domestic dwellings. Planning permission appears not to have been forthcoming following the purchase.</p> <p>During 2013 the Company also contacted the Valuation Office Agency to have the properties removed from the Valuation List, or the Rateable Value reduced to £0 – removing the rates liability. The Valuation Office declined the request so the properties remain in the Rating List.</p> <p>This property is one of a number purchased for re-development; however it is possible that the Council will receive the amounts due as a result of the administration.</p>			

<b>National Non Domestic Rates</b>			
<b>Name</b>	<b>Account Ref</b>	<b>Amount (£)</b>	<b>Reason</b>
<b>Persons B &amp; C</b>	<b>51762450</b>	<b>£74,778.49</b>	<b>Bankruptcy</b>
<p>The write off is in respect of the period from 1<sup>st</sup> December 2011 to 12<sup>th</sup> May 2014.</p> <p>The property is a public house in Lytham and the licensees appear to have struggled to establish the business from their initial occupation.</p> <p>Payment arrangements were made with the licensees and some payments were received. Enforcement Agents were instructed to recover the amount due but were unsuccessful. One of the licensees was prevented from entering into an Individual Voluntary Arrangement at a Creditors meeting.</p>			

<b>National Non Domestic Rates</b>			
<b>Name</b>	<b>Account Ref</b>	<b>Amount (£)</b>	<b>Reason</b>
<b>Xpress Outsourcing Solutions Ltd</b>	<b>51765305</b>	<b>£35,238.50</b>	<b>Liquidation</b>
<p>This account was for Offices let by the Company. The premises remained empty for the period of liability from 20<sup>th</sup> April 2012 until 20<sup>th</sup> January 2014.</p> <p>Enforcement Agents were unable to contact the Company at this property, and no alternative address was obtained. Communication was maintained with letting agents for the property however the lease for Xpress Outsourcing remained in place until the liquidation of the Company.</p>			

<b>National Non Domestic Rates</b>			
<b>Name</b>	<b>Account Ref</b>	<b>Amount (£)</b>	<b>Reason</b>
<b>Company D</b>	<b>51760607</b>	<b>£25,164.00</b>	<b>Company Voluntary Arrangement</b>
<p>This account was for a Public House. The business appeared to be struggling for some time after commencing in June 2011. A Company Voluntary Arrangement commenced in 2014, and it is possible that the Council will receive a dividend.</p>			

## Section 2: Debts under £25,000:

(For information only)

<b>National Non Domestic Rates</b>			
<b>Name</b>	<b>Account Ref</b>	<b>Amount (£)</b>	<b>Reason</b>
<b>Parkwater Hotel Ltd</b>	<b>51746144</b>	<b>£24,460.60</b>	<b>Liquidation</b>
This was an established hotel which began to struggle to pay the Business Rates during 2013. Payment arrangements were entered into; however the hotel ceased trading upon the Business Liquidation in November 2014.			

<b>National Non Domestic Rates</b>			
<b>Name</b>	<b>Account Ref</b>	<b>Amount (£)</b>	<b>Reason</b>
<b>The Magazine Shop Ltd</b>	<b>51456182</b>	<b>£20,367.22</b>	<b>Company Dissolved</b>
The write-off for this Business relates to the period 6 <sup>th</sup> February 2007 to 1 <sup>st</sup> August 2013.  This was a shop, where attempts to recover the business rates through the use of Enforcement Agents proved unsuccessful. Proposals to have the Company struck off were opposed on more than one occasion, before it was eventually dissolved in September 2014.			

<b>National Non Domestic Rates</b>			
<b>Name</b>	<b>Account Ref</b>	<b>Amount (£)</b>	<b>Reason</b>
<b>Company E</b>	<b>51519526</b>	<b>£16,135.00</b>	<b>Company Voluntary Arrangement</b>
This is a well-established Car Showroom, which began to struggle to pay the rates in 2014.  The Business has entered into a Companies Voluntary Arrangement in late 2014, and a dividend is expected to be returned for the Council. The Company continue to trade from another location.			

<b>Housing Benefit Overpayments</b>			
<b>Name</b>	<b>Account Ref</b>	<b>Amount (£)</b>	<b>Reason</b>
<b>Person F</b>	<b>600096047</b>	<b>£8,328.34</b>	<b>Whereabouts of Claimant not known.</b>
The write off is in respect of the period from 2010. The debt has been pursued since 2010 without success and all recovery attempts have failed. An individual Voluntary Arrangement (IVA) was set up in June 2011 but the claimant's solicitor states that there are no assets to repay the debt.  The whereabouts of the claimant in not known and all efforts to locate the individual through credit reference and tracing agencies have been unsuccessful. If contact details are learned at some future date the debt can be written back on and recovery action recommenced.			

**TERMINOLOGY****Bankruptcy**

Bankruptcy is a legal proceeding involving an individual, sole proprietor or partnership that is unable to repay outstanding debts when they become due. It is a legal procedure petitioned either by the debtor (voluntary), or by creditors (involuntary), when the debtor is unable to make his or her payments.

A trustee is appointed by the court to measure, evaluate and dispose of the debtor's assets and distribute any proceeds to the creditors.

The debtor is relieved of the debt obligations incurred, prior to filing for bankruptcy.

**Liquidation**

Where a Limited Company cannot meet its debts and calls a creditors meeting to have the company voluntarily wound up, or where a creditor has petitioned the court for a compulsory winding-up order.

A Liquidator is appointed to dispose of any assets and distribute any proceeds to the creditors.

**Receivership & Administration**

Voluntary administration is where a business is in danger of becoming insolvent and has an administrator appointed in order to try to improve the financial viability of the business and to come to an agreement with creditors.

Receivership is where a Limited Company cannot meet its debts and a creditor(s), usually a debenture holder or a mortgagee, has applied to the court for the appointment of a receiver or administrator. Unlike liquidation, the business may not necessarily be wound up.

The task of the receiver or administrator is to protect the interest of the appointer, not the creditors as a whole. He will attempt to sell the business as a going concern, whether as a whole or in part. Any remaining proceeds from the sale will be distributed to the creditors after the debenture or mortgage has been paid.

In administrative procedures for all the above cases, Proof of Debt forms are submitted to the Insolvency Practitioner before the debt is submitted for write-off.

**Proposal to strike off - Dissolution**

A company may apply to the registrar to be struck off the register and dissolved. The company can do this if it is no longer needed. For example, the directors may wish to retire and there is no one to take over from them; or it is a subsidiary whose name is no longer needed; or it was set up to exploit an idea that turned out not to be feasible. Some companies who are dormant or non-trading choose to apply for strike off.

A company cannot apply to be struck off if it is the subject of:

- any insolvency proceedings such as liquidation, including where a petition has been presented but has not yet been dealt with); or



- a section 895 scheme (that is a compromise or arrangement between a company and its creditors or members).

Or, within the last three months, it has traded, changed its name, or engaged in other activity, unless necessary for the purposes of concluding the affairs of the company.

However, a company can apply for strike off if it has settled trading or business debts in the previous three months.

There are safeguards for those who are likely to be affected by a company's dissolution. If the company has creditors, they should be warned of the proposal before application, as any of them may object to the company being struck off.

This procedure is not an alternative to formal insolvency proceedings where these are appropriate. Even if the company is struck off and dissolved, creditors and others can apply for the company to be restored to the register.

The registrar can strike a company off the register if he views that it is neither carrying on business nor in operation, for example:

- he has not received relevant documents (eg. accounts) from a company that should have sent them to him; or
- mail that the registrar has sent to a company's registered office is returned undelivered; or
- the company has no directors.

The registrar publishes a notice in the relevant Gazette stating his intention to strike the company off the register unless he is shown reason not to do so. Company house records will show "action - proposal to Strike off" and this indicates there is dissolution pending.

If the registrar sees no reason to do otherwise, he will strike off the company not less than three months after the date of the notice. The company will be dissolved on publication of a further notice in the relevant Gazette.

In administering these cases, the outstanding debt is written off on systems but records at Companies House are continually checked to confirm that the dissolution of the company has been completed.

### **Individual Voluntary Arrangement (IVA)**

An IVA involves a formal proposal to creditors to pay part or all of the debt. An insolvency practitioner will act for the debtor and application is through the court for an "Interim Order" which prevents creditors from presenting, or proceeding, with a bankruptcy petition against the debtor while the interim order is in force. It also prevents them from taking other action against the debtor during the same period, without the permission of the court.

The Insolvency Practitioner tells the court the details of the proposal and whether in his opinion a meeting of creditors should be called to consider it. At the meeting, the creditors vote on whether to accept the proposals. If enough creditors (over 75% in value of the creditors present in person or by proxy, and voting on the resolution) vote in favour, the proposals are accepted. They are then binding on all creditors who had notice of, and were entitled to vote at, the meeting.

The insolvency practitioner supervises the arrangement and pays the creditors in accordance with the accepted proposal.

The IVA avoids the restrictions that apply to bankruptcy and gives the debtor more say in how his assets are dealt with and how payments are made to creditors. He may be able to persuade creditors to allow him to retain certain assets (such as the home). The debtor will obviously have to act responsibly and flexibly in order to reach agreement with the creditors.

### **Debt Relief Order (DRO)**

The DRO is a cheaper, quicker and easier alternative to bankruptcy for individuals who have less than £300 in assets, aren't homeowners and have less than £50 in disposable income per month.

To qualify for a DRO individuals must have less than £15,000 in qualifying debts, have no vehicle or a vehicle worth less than £1,000, and haven't had an existing Bankruptcy Order, Individual Voluntary Arrangement or a Debt Relief Order in the last six years.

A DRO usually lasts for 12 months, and listed Creditors are not able to take action to recover the amounts owed, however normal expenses that fall due during the period, such as utility bills, council tax and rent, must be paid.

Arrangements to repay creditors must be made if the financial circumstances of the individual improve during the 12 month period.

The courts are not involved in the process and individuals contact an approved debt adviser like the Citizen's Advice Bureau who can check if the relevant conditions are met and assist in completing the relevant application.

# REPORT

REPORT OF	MEETING	DATE	ITEM
DEVELOPMENT SERVICES	CABINET	25 MARCH 2015	6

## PARK VIEW PLAYING FIELD – FULL FINANCIAL & MANAGEMENT DETAILS FOR A SAND & WATER PLAY FACILITY

### PUBLIC ITEM

This item is for consideration in the public part of the meeting.

### SUMMARY

The report summarises the context and details the receipt of tenders, tender assessment following the procurement process for a new sand and water play facility at Park View Playing Fields, and seeks the agreement of Cabinet to allow officers to award the contract and manage the project.

The report also provides full details of the future financial and management arrangements in reference to all the play facilities at Park View Playing Fields and seeks the agreement of Cabinet to allow the future management proposals through a new Service Level Agreement between Fylde Council and PV4U Charitable Trust, as requested in the Cabinet resolution of the 24th September 2014.

### RECOMMENDATIONS

Cabinet is recommended to approve:

1. Expenditure on the creation/installation of a sand and water play facility as detailed in the report, with the works being funded from the approved 2015/16 capital programme scheme fully-funded from a grant from the Coastal Communities Fund to the sum of £272,084.
2. The letting of the contract for the design and build of a sand and water play area to William Pye in the sum of £268,000.
3. Officer support from the Parks & Greenspace and Technical Service teams in the project management of the project at a fee of £4,000.
4. The new Service Level Agreement between Fylde Council and PV4U Charitable Trust as set out in the appended Heads of Service.

**CABINET PORTFOLIO**

This item falls within the following cabinet portfolio(s):

Leisure & Culture

-

Councillor Susan Fazackerley

**CORPORATE PRIORITIES**

To Promote the Enhancement of The Natural & Built Environment ( <b>Place</b> )	√	To Encourage Cohesive Communities ( <b>People</b> )	√
To Promote a Thriving Economy ( <b>Prosperity</b> )	√	To Meet Expectations of our Customers ( <b>Performance</b> )	√

**SUMMARY OF PREVIOUS DECISIONS****Cabinet 28th April 2010 - Community Parks Improvement Programme:**

Cabinet considered the details set out in the report before it and at the meeting and RESOLVED:

2. To agree that the Council will act as the accountable body for individual schemes and funding streams where necessary.

4. To present individual detailed reports of the remaining schemes to future meetings of Cabinet to ensure that the Council's financial regulations are satisfied.

**Community Focus Scrutiny 13th March 2014 – Regeneration of the Former Scruples Site - Lytham**

The proposal was carried and it was therefore RESOLVED:

1. To recommend to Cabinet that the Lytham St Anne's Civic Society proposal for the redevelopment of the former Scruples site be explored further, subject to the Council's policies and usual permission requirements.

**Cabinet 27th May 2014- Scrutiny Recommendation – Regeneration of Former Scruples Site, Lytham:**

Having received the clarification sought, Cabinet considered the details set out in the report before it and at the meeting RESOLVED to support the proposal by the Lytham St Anne's Civic Society for development of the former Scruples site on Lytham Promenade, as recommended by the Community Focus Scrutiny Committee on March 13th 2014 as the preferred option, subject to the Council's policies and permission requirements.

**Cabinet report 24th September 2014**

In reaching its decision, Cabinet considered the details set out in the report before it and at the meeting and RESOLVED to:

1. Provide officer support from the Parks & Greenspace and Technical Service teams in the delivery of the project to include tender preparation, procurement and project management. These costs will be recharged as part of the scheme costs and will therefore be met by the capital grant.

2. Agree that the Council will act as accountable body for the project.

3. Note that a further report will be presented to Council seeking approval for a fully funded addition to the capital programme, and a subsequent report will be presented to Cabinet later in the year detailing the full financial and management details of the project before any work is awarded or started.

4. The management of the project is to result in no additional costs to the council.

#### **Council report 1st December 2014**

Following a show of hands, it was RESOLVED to approve an addition to the Council's Capital Programme for 2015/2016 in the sum of £272,084 to be fully-funded from a grant from the Coastal Communities Fund in the same sum.

#### **BACKGROUND**

1. Park View 4U were initially formed as a parks supporter group in 2003. The aim of the group was to improve existing play facilities which had gradually declined over the previous 30 years, and to create new facilities that would meet the needs of the local community. Initially, a series of community consultation events were held to establish community need. Once this was established, the group began to submit numerous successful external funding bids, which have resulted in replacement of the existing play facilities and the addition of a range of new outdoor equipment and leisure facilities, that are free to use and accessible to all park users. In order to access these external grants, the group became a registered charitable trust in 2004.
2. During the last 11 years the group, in partnership with the Council have raised around £2 million in external grants in partnership with Fylde Council and have successfully delivered numerous projects and initiatives at Park View playing fields. This has resulted in a very popular, well used 'park' which now hosts a wide range of new and improved outdoor play facilities, to meet all age groups and sections of the community.
3. In 2012 The Trust were successful in a bid to create a community café on the site of the old football changing pavilion. This funding consisted of both capital and revenue funding. The revenue funding and the income from the café has now made PV4U Trust, a financially stable and sustainable organisation.
4. In August 2014, Park View 4U Trust were successful in their bid of £395,084 to the Coastal Communities Fund to deliver a sand and water facility on Park View Playing Fields. The total award is split into £274,084 capital grant and £121,000 revenue grant.
5. In September 2014, the Trust asked Cabinet for 'in principal' and technical support to deliver the project. Cabinet agreed with this approach and agree that a further Cabinet report be prepared to detail the full management and financial implications of the project. Cabinet stated that there must be no additional capital or maintenance cost to the Council and that a Service Level Agreement (SLA) needs to be prepared and agreed to ensure clarity on roles and responsibilities of the Council and the Trust. The agreed Heads of Terms of the SLA are included in this report.

#### **SCHEME DETAILS**

6. Since 2003 the PV4U group have undertaken numerous consultation exercises to establish community needs and future aspirations. One constant and popular request throughout these consultations has been the provision of a sand and water play facility. Hence the bid to the Big Lottery Coastal Communities Fund in 2014.
7. The site location of the new sand and water play area has been discussed and agreed with officers from the Parks and Technical teams. It was agreed that no further 'open space' on the site was to be used and that this play area needs to be located within the area of existing play equipment and close to the community building. The location currently houses seven items of equipment.
8. The sand and water play area will cover approximately 200m<sup>2</sup> and will be fenced for safety purposes. There will be a wide range of play equipment that will be all inclusive, educational and

will provide good opportunities for innovative play. Several pieces of equipment will provide sand and water play opportunities, with some equipment providing traditional play value. Sections of the site will have sand as the safety surfacing to encourage a diverse range of play activities. The area will be appropriately landscaped including planting, and will also benefit from seating areas and a suitable drainage system.

9. Outputs and Outcomes created by this project are:

- Modern, innovative sand and water play facility
- Achieve ambitions of local community
- Improved access for all
- Provision of safe facilities for young people
- Place – “High quality vibrant parks and open spaces throughout the borough”
- Place – “To achieve over 80% customer satisfaction with parks and open space by 2016”
- Prosperity – “A vibrant and growing tourist sector”

### **PROCUREMENT PROCESS & EVALUATION**

10. Officers from the Parks & Greenspace Team have led the procurement process. As the project is over £100,000, officers have followed the ‘restricted tender’ procedure using the CHEST procurement portal.
11. An expressions of interest advert outlined the scope of the scheme and described that it was a ‘design and build’ project. The advert was placed on the CHEST in October 2014 and 29 formal expressions of interest were received from a wide range of suppliers.
12. A pre-qualification questionnaire was uploaded onto the CHEST in October 2014, for all interested suppliers to complete. The evaluation criteria in the PQQ included experience, health and safety, financial stability and references. Suppliers were informed that the six top scoring PQQ’s would be invited to tender.
13. Eleven completed PQQ’s were received and evaluated by officers from the Parks & Greenspace Team and representatives from Park View 4U Trust. The top six scoring suppliers were invited to the tender stage. The five lowest scoring suppliers were informed that they would not progress to tender quotation stage.
14. Quotations have been received for the construction of a sand and water play area on a design and build basis. The suppliers were given a project value figure of £268,084 and a design brief prepared by the Landscape Design and Development Officer, which provided suppliers with comprehensive details of the essential project requirements.
15. Six completed tenders were received and evaluated on a 60% quality and 40% cost basis.
16. The price evaluation was carried out as follows: the proposals were to be based on a budget of £268,084 including contingencies and preliminaries. 40 marks were awarded for quotations of £268,084. For every £1,000 variance either way 5 points were deducted.
17. The quality evaluation was carried out as follows: quality criteria formed 60% of the total, based on the following quality criteria:
  - Programme, health and safety and method statement (10 points)
  - Quality of design, creativity and innovation (15 points)
  - Range of equipment and play value (20 points)
  - Landscaping, Infrastructure and drainage (5 points)
  - Education and inclusivity (5 points)
  - Added value (5 points)

18. The quality evaluation was made under the criteria listed below, and the information required from the suppliers was scored on the following basis:

<b>Score</b>	<b>Description</b>
0	The Evaluation Panel felt that none of the requirement was met or demonstrated or no response was provided.
1	The Evaluation panel felt that a few areas (20% or less) of the requirement has been met or demonstrated.
2	The Evaluation panel felt that some areas (between 21% and 59%) of the requirement has been met or demonstrated.
3	The Evaluation panel felt that most of the requirement (60% and above) has been met or demonstrated
4	The Evaluation panel felt that the requirement has been fully met or demonstrated.
5	The Evaluation Panel felt that the supplier had exceeded this requirement.

19. The quality scores are added to the price scores to identify the preferred submission. For example a price of £268,084 would be scored a maximum of 40 points, which would be added to the quality score (maximum 60 points), to give a score out of 100.
20. The result of the tender evaluation exercise is set out below. The evaluation panel comprised of officers from the Parks & Greenspace Team and representatives from the PV4U charitable trust.

<b>Company</b>	<b>Price score</b>	<b>Programme, health and safety and method statement (10 points)</b>	<b>Quality of design, creativity and innovation (15 points)</b>	<b>Range of equipment and play value (20 points)</b>	<b>Landscaping, Infrastructure and drainage (5 points)</b>	<b>Education and inclusivity (5 points)</b>	<b>Added value (5 points)</b>	<b>Total Score</b>
Pennine Playgrounds	40	4	6	8	1	1	1	<b>61</b>
SMP Playgrounds	40	8	9	12	3	2	2	<b>76</b>
Sutcliffe Play	40	6	9	12	3	3	1	<b>74</b>
Wicksteed Leisure	40	4	9	12	3	3	2	<b>73</b>
William Pye	40	6	12	16	3	3	1	<b>81</b>
Eibe Play	40	8	6	8	2	2	3	<b>69</b>

21. The evaluation panel considered that the William Pye submission demonstrated a better quality provision in terms of innovative play provision, design and landscaping. The quotation figure for the recommended submission is £268,000. The delivery of this project

can commence on site in April 2015 and it is estimated that the work will be completed for July 2015.

## FINANCE DETAILS

22. The estimated cost breakdown of the scheme is as follows:

<b>PARK VIEW SAND AND WATER PLAY</b>	
<b>Design Categories as described in the design brief</b>	<b>Net Figure (£)</b>
Kaiser Kuhne play equipment item no. 0-34356-502 or similar	Equipment supplied in below item
A range of children's play equipment	132,000
Appropriate safety surfacing	17,000
Perimeter fencing and gates	12,000
Furniture	10,000
Imaginative landscaping and planting	5,000
Competent drainage system	7,500
Infrastructure relevant to a sand and water play area	79,500
Relocation of existing play equipment	2,500
Contingency	2,500
<b>TOTAL (Net)</b>	<b>£268,000</b>

23. At the Council meeting of 1st December 2014 members resolved to approve an addition to the Council's Capital Programme for 2015/2016 in the sum of £272,084 to be fully-funded from a grant from the Coastal Communities Fund in the same sum.
24. Fylde Council are acting as 'accountable body' as agreed in the recommendations of the Cabinet report of September 2014. Therefore, on completion of the project, Fylde will pay the contractor £268,000. As the bid from the contractor was submitted £84 under the estimate this will be retained if necessary in delivery of the scheme.
25. PV4U Trust will claim the full capital grant of £274,084 from the Coastal Communities Fund, and the Council will invoice PV4U Trust for the amount of £272,084. This will consist of the project cost paid to the contractor and the project management fee of £4,000 to be retained by the Council.
26. PV4U Trust will retain £2,000 of the funding from the Coastal Communities Fund to pay for legal and administration fees. All the costs have been agreed with the Big Lottery.
27. The financial risk of this project to the Council is negligible as it is being 'fully funded' through the Coastal Communities Fund. For information an assessment of key risks associated with delivering the scheme has been undertaken and is attached in the Committee Risk Assessment Template. Additionally there is a £2,500 contingency allowance within the overall scheme budget. Value for money issues have been addressed by obtaining a number of quotations for the work.



## FUTURE MANAGEMENT & MAINTENANCE

28. When Cabinet agreed to give 'in principal' support to the project, one requirement was the preparation and adoption of a new Service Level Agreement between Fylde Council and PV4U Charitable Trust. The SLA needed to address all future maintenance and longer term replacement of facilities at Park View.
29. Cabinet made it clear that the Council must not incur any further revenue or capital costs at Park View Playing Fields, with regard to the sand and water play project, and that PV4U Trust be responsible for any additional maintenance and the longer term replacement of equipment.
30. An SLA has been completed which ensures that the Council will not incur any further revenue costs and any future capital replacement costs. The SLA states that the replacement of any equipment will be fully funded by PV4U Trust, with the physical works being procured and project managed by the Council.
31. The SLA also clearly defines the roles and responsibilities of the Council and the Trust, and covers the day to day management of the sites including events, marketing, health & safety, insurance cover, leases and all aspects of parks management and maintenance. A Summary of the lease agreements is also included. The SLA has been adopted and signed by PV4U Trust.
32. Attached to the report is a risk assessment for the project, the Heads of Terms for the proposed service level agreement and a table detailing the division of responsibilities of PV4U Trust and FBC:

IMPLICATIONS	
Finance	At the Council meeting of 1 <sup>st</sup> December 2014 Members resolved to approve an addition to the Council's Capital Programme for 2015/2016 in the sum of £272,084 for the Park View 4U Sand and Water Play Facility scheme to be fully-funded from a grant from the Coastal Communities Fund in the same sum. This report seeks approval for the award of the contract for these works in accordance with the Council's constitutional arrangements for approving expenditure on capital schemes.
Legal	None arising from this report
Community Safety	Provision of modern recreational facilities is important in terms of providing diversionary activities
Human Rights and Equalities	None arising from this report
Sustainability and Environmental Impact	The proposals represent the relocating of some existing facilities and the provision of new. PV4U Trust will be responsible for any additional maintenance and the longer term replacement of play facilities.
Health & Safety and Risk Management	The quotation requests included Health and Safety information which will be developed by the successful contractors prior to starting on site to safeguard the public and contractor personnel.

LEAD AUTHOR	TEL	DATE	DOC ID
Mark Wilde	01253 658475	20 <sup>th</sup> February 2015	

LIST OF BACKGROUND PAPERS		
Name of document	Date	Where available for inspection
Cabinet agenda and minutes	28 <sup>th</sup> April 2010	<a href="http://www.fylde.gov.uk/meetings/details/723">http://www.fylde.gov.uk/meetings/details/723</a>
CF Scrutiny Committee agenda and minutes	13 <sup>th</sup> March 2014	<a href="http://www.fylde.gov.uk/meetings/details/1152">http://www.fylde.gov.uk/meetings/details/1152</a>
Cabinet agenda and minutes	27 <sup>th</sup> May 2014	<a href="http://www.fylde.gov.uk/meetings/details/1206">http://www.fylde.gov.uk/meetings/details/1206</a>
Cabinet agenda and minutes	24 <sup>th</sup> Sept 2014	<a href="http://www.fylde.gov.uk/meetings/details/1188">http://www.fylde.gov.uk/meetings/details/1188</a>
Council agenda and minutes	1 <sup>st</sup> Dec 2014	<a href="http://www.fylde.gov.uk/meetings/details/1199">http://www.fylde.gov.uk/meetings/details/1199</a>
Playground Layout Plan	February 2015	<a href="#">William Pye Ltd\1\6. Concept Design.pdf</a>

#### Appendices

1. Committee Risk Assessment
2. Heads of Terms - SERVICE LEVEL AGREEMENT RELATING TO THE MANAGEMENT OF PARK VIEW PLAYING FIELDS
3. Division of operational responsibilities



## Committee Risk Assessment Template

Directorate: Development Services		Date of Assessment: 20 <sup>th</sup> February 2015		
Section: Parks & Greenspace		Assessment Team: Mark Wilde & Johanna Wood		
Assessment Activity / Area / Type: Construction of a new sand and water play area at Park View Playing Fields				
Do the hazards create a business continuity risk? No				
RISK DESCRIPTION	RISK SCORE (Likelihood x Impact)	RISK MITIGATION	RESIDUAL RISK SCORE (Likelihood x Impact)	RISK OWNER / RISK REGISTER
Loss of external funding	9	Written confirmation from external funding bodies secured and agreements in place.	6	Mark Wilde
Increased maintenance implication for Fylde Council.	6	PV4U Trust will be responsible for any additional maintenance and the longer term replacement of play facilities.	3	Mark Wilde
Failure of contractor to deliver to specification	9	Project management support from in house technical expertise and fixed price contract.	6	Mark Wilde
Possibility of personal injury to the public during the	8	A pre-contract health and safety plan will be developed by the contractor to ensure the safe operation within the	6	Mark Wilde

construction period.		site. Areas of active construction will be fenced off and information provided about safety aspects of the construction site. The contractor will carry five million pounds public liability insurance.		
The provision of a new sand and water play area fails to meet community aspirations.	6	Numerous public consultation exercises have been undertaken to establish community need. Members of the community group were involved in the assessment of tenders and designs for the work. The community group will continue to be closely involved during the construction phase.	3	Mark Wilde
Increased risks to the public as a result of the development.	6	A full risk assessment will be completed before the area is open to the public.	4	Mark Wilde
Project not delivered on time and grants not utilised.	9	Officers work closely with successful contractor to ensure timely start on site. Full compliance with grant conditions and clear project outcomes monitored and reported to the funding bodies.	6	Mark Wilde
Project overspend	9	Project officer to monitor & control costs. Budget contains an element for contingencies.	6	Mark Wilde

Risk Likelihood  
6 = Very High  
5 = High  
4 = Significant  
3 = Low  
2 = Very Low  
1 = Almost impossible

Risk Impact  
1= Negligible  
2 = Marginal  
3 = Critical  
4 = Catastrophic

Multiply the likelihood by the impact and if the score is above 12 then mitigating action should be undertaken to reduce the risk. This action should be recorded and monitored in either a directorate or corporate risk register.

**HEADS OF TERMS**  
**SERVICE LEVEL AGREEMENT RELATING TO THE MANAGEMENT OF PARK VIEW PLAYING**  
**FIELDS**

- |                               |  |
|-------------------------------|--|
| <b>1. The Charity</b>         | ParkView4u (THE CHARITY)   |
| <b>2. The Council</b>         | Fylde Borough Council (THE COUNCIL)  |
| <b>3. Operating Framework</b> | The aim of the Agreement is to set out a framework and approach to the delivery of the services and clear responsibilities that will assist THE COUNCIL and THE CHARITY's commitment towards sustaining and continuously improving the standards of the site including all current services, facilities and site infrastructure.   |
| <b>4. The Services</b>        | <p>The site and services are the responsibility of THE COUNCIL except where stated otherwise in the leases or the Agreement. THE COUNCIL and THE CHARITY will provide the services described in the Agreement. These services are summarised below:</p> <ul style="list-style-type: none"> <li>• <b>Parks management and development</b> – THE COUNCIL is responsible for day to day management of the playing fields and long term strategic management and development but will liaise with THE CHARITY on any significant managerial issues. THE COUNCIL will provide development services including landscape design, procurement, project management and community management. THE COUNCIL and THE CHARITY will agree a list of priority projects on commencement and formally review these annually.</li> <li>• <b>Strategic management and projects</b> - THE COUNCIL and THE CHARITY will work together to strategically develop and sustain the assets and facilities to ensure management in accordance with the policies of THE COUNCIL which will produce management plans and provide assistance with external funding bids and grants, as well as environmental strategy and policies.</li> <li>• <b>Land stewardship</b> - THE COUNCIL and THE CHARITY will work together to manage any day to day issues including: <ul style="list-style-type: none"> <li>○ Public consultation</li> <li>○ Events planning and authorisation</li> <li>○ Marketing, publicity and promotions</li> <li>○ Drainage and boundary issues</li> <li>○ Land ownership issues</li> <li>○ Anti-social behaviour</li> <li>○ Assistance with Green Flag and other awards</li> <li>○ Horticultural and landscape advice</li> </ul> </li> <li>• <b>Leisure management &amp; events</b> – The Council has a strategic role in the long-term development of sports facilities across the Borough. This combined with facility provision and club and community support establishes Fylde with a leading sporting role.</li> <li>• <b>Existing Sports and Leisure Facilities</b> – The Council will work in association with the existing clubs and organisations to sustain the facilities and the clubs and organisations themselves on site in the long term.</li> <li>• <b>New Facilities</b> – Provision of new facilities must be in line with Council Policy, be in keeping with existing usage of the site and be approved by the Council.</li> <li>• <b>Programmes and Activities</b> - The Council will facilitate the delivery of activities and programmes specifically targeting health and wellbeing and increased participation. Where opportunities present themselves the Council will work in partnership with The Charity or the various clubs and</li> </ul> |

organisations that use the site to facilitate the development/delivery of the various activities and programmes.

- **Pitch Hire** -The hire and booking of sports pitches is the responsibility of THE COUNCIL.
- **Events** – Events in the buildings are the responsibility of the Charity. Outdoor events must be approved by the Council and must follow the Councils event procedure.
- **Grounds maintenance & arboriculture** – the SLA will clearly set out what operations will be the responsibility of each of the parties
- **Children’s play area maintenance** - THE COUNCIL is responsible for inspection, maintenance and repair of all play equipment. THE CHARITY will carry out additional safety inspections.
- **Play equipment replacement** – THE CHARITY will be responsible for the replacement of any failing equipment or surfacing. All replacement works will be procured and project managed by THE COUNCIL.
- **Building maintenance, lighting and drainage** – all maintenance and repair of buildings, structures and containers is the responsibility of THE CHARITY. Any new building or structure proposed by THE CHARITY shall first be approved by THE COUNCIL. The maintenance and repair of lighting structures and associated infrastructure is the responsibility of THE COUNCIL.

- 5. Term**

1 April 2015 to 31 March 2025 or as extended by agreement between the parties
- 6. Key Objectives**

THE CHARITY: *“The objectives of the charity Park View 4U are to provide, or assist in the provision of, facilities for recreation, education, or other leisure time occupation for the benefit of the inhabitants of Lytham and the surrounding area, in the interest of social welfare and with the object of improving the condition of life of the said inhabitants”*

THE COUNCIL: *“To maintain, improve and sustain QEII Park View Playing Fields including all facilities, assets and infrastructure to a high quality standard that meet all the needs and expectations of local residents and visitors, in partnership with Park View 4U”.*

JOINT: *“The aims of both parties is to forge a strong and positive working relationship and share the commitment towards achieving the highest possible service delivery and value for money”*
- 7. Performance**

THE COUNCIL and THE CHARITY will perform the services using care and skill to the standard generally accepted within the relevant industry, sector or profession
- 8. Leases**

The Agreement will set out the terms of the existing and proposed leases between THE COUNCIL and THE CHARITY. These terms will be reviewed annually and amended by agreement where appropriate.
- 9. Communications**

THE COUNCIL will nominate a designated contract supervisor who will be the first point of contact for THE CHARITY. It will also provide details of the service delivery team

THE CHARITY will nominate a steering group consisting of a minimum of 4 members to be responsible for key decision making

The nominated individuals for each party may be subject to change from time to time

Representatives of THE CHARITY and THE COUNCIL will meet quarterly to discuss any service issues
- 10. Community Management**

FBC will be responsible for making the final decisions with regard to all community projects and initiatives including events.

## **11. Insurance**

FBC will deal with public enquiries, complaints, service failures and publicity will and discuss these at the regular progress meetings.

THE CHARITY will be responsible for providing its own insurance cover including any public liability and building insurance. THE COUNCIL will be responsible for providing its own insurance cover including any public liability and employee liability insurance.

**DIVISION OF OPERATIONAL RESPONSIBILITIES**

<b>Park View Responsibilities</b>	<b>Fylde Responsibilities</b>
Carry out maintenance procedure for sand and water play facility and any inspections	Mow all amenity grass including banking's around the football area including strimming of edges (not trees)
Visual inspection of play equipment	Mow football pitches
Loose fill safety surfacing will be inspected and raked	Spike / Slit football pitches
Litter picking whole site	Verti-drain football pitches
Emptying of litter bins	Sand top dress the football pitches
Inspect all areas for broken glass / sharps and carry out remedial action immediately	Weed control of football pitches
Removal of any graffiti	Apply fertiliser to football pitches
Response to vandalism to make safe	Roll football pitches
Clean seats, bins and signs	Erect goal posts
Mow all amenity grass including banking's around the play area including strimming of edges (not trees)	Descale / paint goal posts
Prune Laurel hedge and tidy hedge base adjacent skate park	Remove goal posts
Assistance in the descale and painting of play equipment and railings in accordance with BS.EN 1176/1177 and in agreement with FBC officers	Initial mark football pitches
Paint skate park surface with anti-slip paint	Routine mark of football pitches
Carry out all maintenance in the community garden (allotment area)	Renovation of football pitches
Maintain the raised flower bed at Park View Road entrance	Inspect pitches and goal posts
Brush tarmac paths	Apply herbicide around base of trees in all amenity grassed areas
Inspection and staking of small trees	Prune boundary hedge and tidy hedge base
	Mow the grass around the BMX track
	Inspect and fill holes on BMX track
	Top dress bark path with fresh bark chippings
	Top up sand level in sand and water play area
	Woodland management
	Maintenance of amphitheatre



# REPORT



REPORT OF	MEETING	DATE	ITEM
DEVELOPMENT SERVICES	CABINET	25 MARCH 2015	7

## COMMUNITY PARKS IMPROVEMENT PROGRAMME - FROBISHER DRIVE PLAY AREA

### PUBLIC ITEM

This item is for consideration in the public part of the meeting.

### SUMMARY

The report relates to the refurbishment of the existing play area at Frobisher Drive, St. Anne's. The play area refurbishment will include new children's play equipment, safety surfacing, fencing, furniture and landscaping.

The report sets out the context and details the receipt of quotations, quotation assessment and makes recommendations to proceed with the project through the letting of the contract to complete the work.

Details of the financial breakdown of the proposed spend and the benefits of the project are identified in the report

### RECOMMENDATIONS

Cabinet are recommended to:

1. approve an addition to the Council's approved Capital Programme for 2015/16 in the sum of £33,750 to be met from the section 106 monies held by the Council of the same sum to refurbish the play area at Frobisher Drive, St Annes.
2. approve the letting of the play area refurbishment to Wicksteed Leisure Ltd to the sum of £33,000, with a contingency of £750 being held by Fylde Council.

### CABINET PORTFOLIO

This item falls within the following cabinet portfolio(s):

Leisure & Culture

-

Councillor Susan Fazackerley

<b>CORPORATE PRIORITIES</b>			
To Promote the Enhancement of The Natural & Built Environment ( <b>Place</b> )	√	To Encourage Cohesive Communities ( <b>People</b> )	√
To Promote a Thriving Economy ( <b>Prosperity</b> )		To Meet Expectations of our Customers ( <b>Performance</b> )	√

<b>SUMMARY OF PREVIOUS DECISIONS</b>
<p><b>Cabinet 28th April 2010 - Community Parks Improvement Programme:</b></p> <p>Cabinet considered the details set out in the report before it and at the meeting and RESOLVED:</p> <ol style="list-style-type: none"> <li>1. To agree that the Council will act as the accountable body for individual schemes and funding streams where necessary.</li> <li>2. To present individual detailed reports of the remaining schemes to future meetings of Cabinet to ensure that the Council's financial regulations are satisfied.</li> </ol>

## **BACKGROUND**

1. The 'Friends of Frobisher Drive' group was formed in 2013 with the specific aim of improving the existing play facilities which are located on the public open space on Frobisher Drive.
2. The current children's play area is in a poor state of repair and the play equipment lacks play value.
3. The group, in partnership with officers from the Parks & Greenspace Team have undertaken a consultation exercise with local residents to establish local community need with regards to children's play facilities in the area.
4. The consultation demonstrated the need for improved play facilities for the age group of 2-7 years, in the existing location and to include new safety surfacing and boundary fencing.

## **SCHEME DETAILS**

5. The proposed scheme includes a small range of high quality play equipment, which will provide adequate play value to children in the age group of 2-7 years. The facility will benefit from new rubber safety surfacing, perimeter fencing and furniture.
6. The facility will provide new and varied opportunities for physical and imaginative play and will be fully inclusive. The scheme will also include floor graphics to encourage game play such as hopscotch.

7. The new play area will be constructed on the footprint of the existing play area. However, access to and around the facility will be improved. All existing facilities and infrastructure not to be retained will be removed as part of this project.
8. Outputs and Outcomes created by this project are:
  - Achieve ambitions of local community
  - Improved access for all
  - Provision of safe facilities for young children
  - Place – “High quality vibrant parks and open spaces throughout the borough’
  - Place – “To achieve over 80% customer satisfaction with parks and open space by 2016”

### **PROCUREMENT PROCESS & EVALUATION**

9. Officers from the Parks & Greenspace Team have led the procurement process. As the project is under £100,000, officers have followed the relevant procedure using the CHEST procurement system.
10. Three suppliers were invited to submit a ‘Design and Build’ proposal. The suppliers were given a project value estimate of £33,000 and a design brief prepared by the Landscape Design and Development Officer which listed comprehensive details of the essential project elements, based on the consultation feedback and technical requirements.
11. Only two suppliers submitted a tender. The third supplier felt that they could not deliver the scheme and its requirements within the set budget of £33,000. Completed tenders were received and evaluated on a 60% quality and 40% cost basis.
12. The price evaluation was carried out as follows: the proposals were to be based on a budget of £33,000. 40 marks were awarded for quotations of £33,000. For every £1,000 variance either way 5 points were deducted.
13. The quality evaluation was carried out as follows: quality criteria formed 60% of the total, based on the following quality criteria:
  - Quality of design, creativity and innovation (15 points)
  - Range of equipment and play value (35 points)
  - Education and inclusivity (5 points)
  - Added value (5 points)
14. The quality evaluation was made under the criteria listed below, and the information required from the suppliers was scored on the following basis:

<b>Score</b>	<b>Description</b>
--------------	--------------------

- |   |  |
|---|--|
| 0 | The Evaluation Panel felt that none of the requirement was met or demonstrated or no response was provided.      |
| 1 | The Evaluation panel felt that a few areas (20% or less) of the requirement has been met or demonstrated.        |
| 2 | The Evaluation panel felt that some areas (between 21% and 59%) of the requirement has been met or demonstrated. |
| 3 | The Evaluation panel felt that most of the requirement (60% and  |

- above) has been met or demonstrated
- 4 The Evaluation panel felt that the requirement has been fully met or demonstrated.
- 5 The Evaluation Panel felt that the supplier had exceeded this requirement.
15. The quality points are added to the price scores to identify the preferred submission. For example a price of £33,000 would be scored a maximum of 40 points, which would be added to the quality score (maximum 60 points), to give a score out of 100.
16. The result of the tender is set out below. The evaluation panel comprised of officers from the Parks & Greenspace Team.

Company	Price score	Quality of design, creativity and innovation (15 points)	Range of equipment and play value (35points)	Education and inclusivity (5 points)	Added value (5 points)	Total Score
Wicksteed Leisure Ltd	40	12	28	4	4	<b>88</b>
Playdale	24	6	21	3	3	<b>57</b>

17. The evaluation panel considered that the Wicksteed submission demonstrated a better quality provision in terms of design, range of equipment and play value. The scheme had the added value of having steel railings which are more robust and a more appropriate safety surfacing of rubber 'wetpour'. The quotation figure for the recommended submission is £33,000. The delivery of this project can commence on site in April 2015 and it is estimated that the work will be completed for June 2015.

#### FINANCE DETAILS

18. Members are requested to consider allocating the two section 106 contributions below to deliver the refurbishment of the play area at Frobisher Drive:

Application Number	Development	S106 Contribution
08/0455	Land Richards Way, Lytham St. Anne's	£3,750
12/0537	St David's Road Depot, Lytham St. Anne's	£30,000

19. The estimated cost breakdown of the scheme is as follows:

<b>FROBISHER DRIVE PLAY AREA</b>	
<b>Design Categories as described in the design brief</b>	<b>Net Figure (£)</b>
Supply/install 1bay 2 infant swing unit with wetpour safer surfacing and concrete pin kerbs (or equivalent)	5,300
Supply/Install Infant Pedestal Slide with wetpour safer surfacing and concrete pin kerbs (or equivalent)	6,400
Supply/install Little Miss Muffet toddler multi-play with wetpour safer surfacing and concrete pin kerbs (or equivalent)	6,413
Supply/install Donkey Spring Mobile with wetpour safer surfacing and concrete pin kerbs (or equivalent)	2,400
Supply/install Pig Spring Mobile with wetpour safer surfacing and concrete pin kerbs (or equivalent)	2,400
Supply/install T Cup Roundabout with wetpour safer surfacing and concrete pin kerbs (or equivalent)	4,800
Remove and dispose of redundant play equipment and safer surfacing	3,120
Supply / Install parks furniture and signage	2,167
<b>Sub Total</b>	<b>£33,000</b>
Contingency	£750
<b>TOTAL (Net)</b>	<b>£33,750</b>

#### **FUTURE MANAGEMENT & MAINTENANCE**

20. The newly refurbished play area at Frobisher Drive play area will be managed and maintained by the Parks & Greenspace Team. As the team already manage and maintain the existing play area, there will be no additional revenue cost.

<b>IMPLICATIONS</b>	
Finance	This report requests approval to an addition to the Council's approved Capital Programme for 2015/16 of a scheme to refurbish the play area at Frobisher Drive in St Annes in the sum of £33,750 to be fully funded by Section 106 monies currently held by the Council for this purpose.
Legal	Section 106 contributions are made by developers under specific agreements relating to particular developments. A payment made under a section 106 agreement must fall within the terms of that agreement, in terms both of geography and scope. A developer is normally able to require repayment

	of section 106 contributions if they have not been spent within ten years on a project falling within the terms of the agreement.
Community Safety	Provision of modern recreational facilities is important in terms of providing diversionary activities
Human Rights and Equalities	None arising from this report
Sustainability and Environmental Impact	The proposals represent the removal of unsafe equipment and new surfacing and play equipment that will have a long life span (20-25 years) and does not impact on existing environment as is in the same footprint as original play area.
Health & Safety and Risk Management	The quotation requests included Health and Safety information which will be developed by the successful contractors prior to starting on site to safeguard the public and contractor personnel.

LEAD AUTHOR	TEL	DATE	DOC ID
Mark Wilde	01253 658475	3 <sup>rd</sup> March 2015	

LIST OF BACKGROUND PAPERS		
Name of document	Date	Where available for inspection
Play Area Location Plan and Design Proposal	February 2015	Appendix 2 and 3

#### Appendices

1. Committee Risk Assessment
2. Frobisher Drive play area proposals - CGI
3. Frobisher Drive play area proposals - plan



## Committee Risk Assessment Template

Directorate: Development Services		Date of Assessment: 20 <sup>th</sup> February 2015		
Section: Parks & Greenspace Team		Assessment Team: Mark Wilde & Johanna Wood		
Assessment Activity / Area / Type: Refurbishment of children's play area at Frobisher Drive				
Do the hazards create a business continuity risk? No				
RISK DESCRIPTION	RISK SCORE (Likelihood x Impact)	RISK MITIGATION	RESIDUAL RISK SCORE (Likelihood x Impact)	RISK OWNER / RISK REGISTER
Increased maintenance implication for Fylde Council.	6	The Parks & Greenspace Team already undertake the management and maintenance of this facility and therefore there will be no additional maintenance costs.	3	Mark Wilde
Failure of contractor to deliver to specification	9	Project management delivered by Officers from the Parks & Greenspace Team. Detailed scheme and a fixed price contract.	6	Mark Wilde
Possibility of personal injury to the public during the construction period.	8	A pre-contract health and safety plan will be developed by the contractor to ensure the safe operation within the site. Areas of active construction will be fenced off and information provided about safety aspects of the construction site. The contractor will carry five million pounds public liability insurance.	6	Mark Wilde
The provision of a new play area fails to meet community	6	Numerous public consultation exercises have been undertaken to establish community need. The community	3	Mark Wilde

aspirations.		group will continue to be closely involved during the construction phase.		
Increased risks to the public as a result of the development.	6	A full risk assessment will be completed before the area is open to the public.	4	Mark Wilde
Project not delivered on time.	9	Officers work closely with successful contractor to ensure timely start on site.	6	Mark Wilde
Project overspend	9	Project officer to monitor & control costs. Contingency allowance of £750.	6	Mark Wilde

**Risk Likelihood**

- 6 = Very High
- 5 = High
- 4 = Significant
- 3 = Low
- 2 = Very Low
- 1 = Almost impossible

**Risk Impact**

- 1= Negligible
- 2 = Marginal
- 3 = Critical
- 4 = Catastrophic

Multiply the likelihood by the impact and if the score is above 12 then mitigating action should be undertaken to reduce the risk. This action should be recorded and monitored in either a directorate or corporate risk register.







OPP No: 11/26942 ISSUE No: Issue 1 DATE: 04/02/2015 DESIGNED BY: Leighanne & Adrian NOTE: Artists Illustration Only

# Frobisher Drive Play Area



- KEY:**
- A. 2.4m High 2 Bay Flexi-Swing With 1x Flat Seat  
1x Cradle Seat  
1x Basket Seat
  - B. Special Unicorn's Lair Multi-Play Unit Minus Tunnel
  - C. Comet Roundabout
  - D. Springboard See-Saw
  - E. 2x 1m High Single Self Closing Gates

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# REPORT



REPORT OF	MEETING	DATE	ITEM
DEVELOPMENT SERVICES	CABINET	25 MARCH 2015	8

## KIRKHAM PUBLIC OFFICES BUILDING/EXTENSION TO SERVICE LEVEL AGREEMENT WITH CITIZEN'S ADVICE BUREAU

### PUBLIC ITEM

This item is for consideration in the public part of the meeting.

### SUMMARY

The Kirkham Public Offices building has not been used directly by Fylde Council since the One Stop Shop closed in 2008. Since that time the ground floor has been vacant and the first floor has been partly used by Fylde Citizen's Advice Bureau (CAB) and partly by the Town Council for occasional meetings. Both parties pay a low rent, leaving Fylde Council to bear almost all the overheads of ownership and occupation.

Attempts have been made in recent years to obtain vacant possession and sell the building in order to generate revenue savings as well as a capital receipt. This has been unsuccessful and there is little prospect of a positive outcome in the foreseeable future.

The CAB has recently come up with a proposal to lease the whole building and take responsibility for some of the overheads. Currently the CAB occupies part of the first floor of the building. This will reduce the cost to the Council of ownership and allow the CAB to provide improved services. It will also allow Fylde Food Bank, which has been using the ground floor on a short term basis, to expand and make long term plans. The CAB will also come to an agreement with the Town Council which will allow the Town Council to continue to use the meeting room.

In the interest of transparency, there has been a separate dialogue with the CAB about putting their lease on fully commercial terms and increasing their grant so the result is cost neutral. At present the CAB receives an annual grant from the Council plus additional benefits in the form of a low rent and favourable lease terms. If Cabinet decides to grant a new lease it is proposed that the transparency agenda is implemented at the same time.

As the current Service Level Agreement (SLA) with the CAB still has one year to run, it will also be necessary to end the current agreement early and grant a new two year SLA reflecting the changes.

### RECOMMENDATIONS

#### Cabinet are recommended to:

1. Approve the grant to Fylde Citizen's Advice Bureau of a 2 year lease of 3-5 Moor Street, Kirkham for 2015/16 and 2016/17, on the terms set out in the attached Heads of Terms, under which it pays a market rent and takes on additional responsibilities;
2. Approve the surrender by Fylde Citizens Advice Bureau of its existing Service Level Agreement

and the grant of a new 2 year Service Level Agreement on similar terms to the existing agreement except that the grant will be increased from £72,882 to £82,681 for 2015/16 and increased again to £86,782 for 2016/17. The cost will be met from savings in the cost of running the premises under the proposed new arrangements with CAB whereby responsibility for the payments for certain services transfers from Fylde Council to the CAB.

3. Note that these new arrangements will generate budget reductions for Fylde Council of £11,612 for 2015/16 and £7,519 for 2016/17.

#### CABINET PORTFOLIO

This item falls within the following cabinet portfolio(s):

Planning and Development	-	Councillor Dr Trevor Fiddler
Social Wellbeing	-	Councillor Cheryl Little

#### CORPORATE PRIORITIES

To Promote the Enhancement of The Natural & Built Environment ( <b>Place</b> )		To Encourage Cohesive Communities ( <b>People</b> )	√
To Promote a Thriving Economy ( <b>Prosperity</b> )	√	To Meet Expectations of our Customers ( <b>Performance</b> )	√

#### SUMMARY OF PREVIOUS DECISIONS

Details of previous decisions are set out in paragraph 10 of this report.

### REPORT

#### Background and History

1. The former Council Offices at 3-5 Moor Street, Kirkham are surplus to operational requirements and would ideally be sold with vacant possession to realise capital income and save on overheads. However, while the ground floor is currently vacant, there are two existing tenants on the first floor who would have to vacate, or be relocated, for this to be possible.
2. The Citizen's Advice Bureau (CAB) holds a lease of the ground floor of the building. The lease is for a term of 21 years from 1 April 1993 at a rent of £1,700 per annum. The lease therefore expired in April 2014 and relates to the ground floor, rather than the first floor to which they relocated when the One Stop Shop opened in 2005. Officers have been in discussion with CAB since 2009 with a view to granting a new lease but uncertainty as to the space they will occupy in the future has prevented these discussions from coming to a conclusion.
3. A comprehensive options appraisal was carried out in 2008 by Capita Symonds. The main options considered were:
  - a) Formalise leases of the first floor rooms to the CAB and Town Council, let the ground floor and retain ownership of the building.

- b) Relocate the CAB, obtain possession of the part of the building occupied by the Town Council, and either sell the building with vacant possession, or let it and hold it as an investment. In respect of relocating the CAB, the Hewitt Lecture Room in Lytham Library was considered as a possible location.

Estimated sale prices were higher than they are today, but even so the cost of converting the Hewitt Lecture Room to office use was considered a significant obstacle to relocation of the CAB.

With regard to the Town Council's occupation, it was assumed it would be necessary to negotiate terms under which they would be willing to vacate.

#### **Current Use**

4. The Town Council continues to use the Council Chamber around once a month for Council meetings. The CAB continues to occupy part of the first floor as offices and makes use of the Council Chamber for meetings. In August 2013, the CAB was given temporary consent to use part of the ground floor space as a food bank on condition it agreed to vacate immediately on request. This area continues to be used by Fylde Foodbank, a recently registered charity, which collects, stores and distributes food parcels to the needy. The Kirkham branch of the Foodbank tells us *'it is open for 4 hours each Monday and Friday by a team of 10 volunteers and serves clients who have been issued with vouchers by a range of referral agencies. The service helps needy clients from throughout Rural Fylde, including Pear Tree and the Orchard Children's Centres. It is ideally placed for vulnerable users and to receive the many generous donations from churches, schools and communities in the rural area who wish to meet the local need'*.

#### **The Terms of the CAB Lease**

5. The Landlord and Tenant Act 1954 Act provides that the lease will continue after its expiry date until terminated by either party, so the fact that it expired last year is not an issue. However, the fact that it relates to the ground floor needs to be addressed.
6. The lease benefits from the protection of the Act, which gives it the right to renew the existing lease on similar terms to the original but at a market rent. This is an academic point because the CAB would not take such a lease without the continued financial support of the Council.
7. The current lease is favourable to the CAB in that it is at a low rent and places many obligations on the landlord which would not be seen in a commercial lease, such as responsibility for repairs, rates, insurance, cleaning, window cleaning, heating & lighting, commercial refuse charges and security. These benefits are in addition to an annual grant provided by the Council.
8. If a new lease is to be granted to the CAB then, in the interest of transparency, the intention would be to put the lease on standard commercial terms. For this to be cost neutral to both parties the annual grant to the CAB would need to be increased to reflect the savings to the Council and the additional financial burden the lease would place on the tenant.

#### **The Terms of the Town Council's Occupation**

9. The terms under which the Town Council uses the Council Chamber are uncertain. The Town Council maintains that there was at one time a formal lease, but that it has been lost. The Town Council pays £72 p.a. and makes occasional use of the Council Chamber for its meetings. Though the specific terms of any lease are unknown, it is most unlikely that any lease would be for part time use of the rooms or that the rent would be fixed indefinitely, so any formalisation of the

lease would be for exclusive use which is unlikely to be cost effective for the Town Council given its limited use.

### **Previous Decisions**

10. The Council has previously undertaken reviews of a number of properties to ensure the Council makes the best use of its assets. A review undertaken in 2012 looked specifically at those assets which were let at less than market value. This involved a task and finish group of the Policy Development Scrutiny Committee and culminated in a report to Cabinet on 27<sup>th</sup> June 2012. Cabinet resolved:

*No.9: Council Chamber - Moor Street, Kirkham - To authorise officers to investigate the transfer of the building to Kirkham Town Council at market value. As an alternative and in any event in the interim, offer to the town council the option of either leasing the Council Chamber at market rental value or the payment of an hourly rate for the hire of the room as and when required.*

*To agree to a policy being developed setting out the criteria under which any future requests to occupy Council land and buildings will be assessed.*

Following the meeting officers entered into a dialogue with the Town Council to pursue the above resolution. The Town Council were initially considering a purchase and asked for time to commission a valuation of the property. After a period of time The Town Council responded that it was no longer interested in purchasing the property. It then made a case for the status quo to continue stating that the asset should be treated in the same manner as the letting of space at an undervalue in Lytham Library to the Civic Society and Lytham Heritage Group.

PDSC met again on the 28<sup>th</sup> February 2013 to recommend a policy statement on the occupation of Council land and buildings on concessionary terms. This policy was agreed by Cabinet at its meeting on 10<sup>th</sup> April 2013. During consideration of the report PDSC noted that there had been little progress towards implementing the Cabinet decision regarding the Kirkham Offices and suggested that arrangements are put in place for the Portfolio Holder for Assets to meet representatives of the Town Council, to discuss a way forward and report any conclusions back to the Task and Finish Group. This meeting has not taken place and instead efforts have concentrated on relocating the CAB before addressing the Town Council's occupation.

Another outcome of the asset review is that the extent of financial support to outside organisations should be as clear as possible. In this case the Council provides an annual grant, but also provides support in the form of a low rents and payment of some overheads. In the interest of transparency it is proposed that wherever possible the letting of buildings will be on commercial terms with all financial support included in the grant. This will be cost neutral to both parties but the extent of the Council's support will be clearly identifiable.

### **Relocation**

11. Various options for dealing with the outstanding issues at the Kirkham Offices have been explored. The first of these was to seek the relocation of the CAB and address the Town Council's occupation later. A search was made for alternative premises into which the CAB could relocate. If relocation could be achieved, the occupation by the Town Council of the Council Chamber would then be addressed so that the building could be completely vacated and available for sale.
12. The CAB is flexible so far as location is concerned, preferring to remain in Kirkham but willing to consider other population centres such as Lytham and St. Annes. However, their requirements include proximity to public transport and disabled access, which has made the search very

difficult. Almost all office buildings in these locations are on upper floors and do not have disabled access. Ground floor space is predominantly retail in nature, so will require planning consent as well as commanding a substantially higher rent. A further complication is that the CAB would prefer to have a larger area than they currently occupy, or at least the possibility of expansion in the future. Kirkgate House, on Poulton Street, Kirkham, looked to be a realistic option until the landlord decided that he is only interested in a letting of the whole building. No other premises meeting these criteria have yet been identified and there seems little prospect of finding suitable premises in the foreseeable future.

### **Letting the Ground Floor**

13. The ground floor has been vacant and available to let since the Kirkham One Stop Shop closed around 6 years ago. It has been actively marketed since 2009 by way of a 'To Let' board and inclusion on the Council web site and Evolutive, an online database of commercial property for sale or to let in Lancashire.
14. Throughout this period the level of enquiries has been very poor, reflecting the weak market for office space in Kirkham. Marketing has continued even since relocating the CAB became the Council's preferred option in order to keep all avenues open. There has been recent interest for a 3 year lease from an individual wanting to operate a vehicle driver agency and who also wants an option to purchase at the end of the lease. However, the rent would be relatively modest, services would have to be separated or the costs apportioned, and the Council would remain responsible for most of the premises' overheads.

### **Proposal from Fylde Citizen's Advice Bureau.**

15. The CAB, in consultation with the Town Council, has recently submitted a proposal to take a lease of the whole building. The benefits of this to FBC are as follows:
  - a) The CAB will take responsibility for minor internal repairs
  - b) The CAB will take responsibility for cleaning and window cleaning
  - c) The CAB will take responsibility for business rates (as a charity they will qualify for mandatory relief at 80% and may apply for discretionary relief in respect of the remaining 20%)
  - d) The CAB will take responsibility for security
  - e) The CAB will contribute £2,000 p.a. from income generated from letting out the meeting room.

The financial savings to the Council are shown in table 1 below.

16. In addition there will be community benefits from the additional space. The food bank will have a permanent home and be able to expand its activities. The CAB itself expects to employ more volunteers, help more clients, undertake more home visits and open new outreach centres.
17. It is proposed to grant a lease on these terms for a period of two years. At the end of that period the position will be reviewed with the intention of granting a longer lease if the expected savings have been achieved. The Council could not grant a lease of a building which is already let, so it will be a pre-requisite of any such lease that the CAB and the Town Council surrender any existing leases or rights of occupation.
18. At the time of granting this lease it is also proposed to implement the transparency agenda outlined in para. 10 above. The lease will therefore be on commercial terms at a market rent with the tenant responsible for the usual overheads. This will be cost neutral as the additional cost to the CAB will be reflected in an increased grant.

## Service level agreement

19. The existing service level agreement (SLA) runs for a period of 3 years ending 31 March 2016. The grant paid under the SLA increases each year to reflect rising costs and in 2015/16 is set at £72,882. In order to accommodate this proposal, the current SLA will need to be ended early and a new two year SLA granted commencing 1 April 2015. The proposed new SLA, which is appended to this report, shows a grant of £82,681 in 2015/16, an increase of £9,799. There will be a further increase in 2016/17 to £86,782. This latter increase relates mainly to projected increases in staffing and pension costs, which were already anticipated and which the Council meets as main grant funder. The first year increase of £9,799 is partly cost neutral as under the proposed new lease the CAB will take on the whole building at a market rent and with greater responsibility for overheads.
20. Having regard to the increased rent and savings on overheads, as well as the increase in grant, table 1 below shows that the saving against budget will be £11,612 in 2015/16 and £7,519 in 2016/17.

**Table 1: Financial impact of proposal on Fylde Council Budgets 2015/16 & 2016/17**

	2015/16 Original Budget	2016/17 Forecast Budget	2015/16 Budget Adjustment	2016/17 Budget Adjustment	2015/16 Adjusted Budget	2016/17 Adjusted Budget
	£	£	£	£	£	£
<b>Costs proposed to be met by CAB</b>						
Utilities - Gas, Electricity, Water, Sewerage	5,151	5,159	-5,151	-5,159	0	0
Business Rates	4,110	4,110	-4,110	-4,110	0	0
Window Cleaning & Security	2,722	2,722	-2,722	-2,722	0	0
<b>Amendment to Rental</b>						
Rental to Fylde Council	-1,772	-1,772	-9,428	-9,428	11,200	11,200
<b>Grant to CAB from Fylde Council</b>	<b>72,882</b>	<b>72,882</b>	<b>9,799</b>	<b>13,900</b>	<b>82,681</b>	<b>86,782</b>
Net financial impact to Fylde Council (savings)			<b>-11,612</b>	<b>-7,519</b>		

## Conclusion

21. This report proposes that Fylde Citizen's Advice Bureau is granted a two year lease of 3-5 Moor Street, Kirkham, on the terms set out in the attached Heads of Terms, under which it pays a market rent and takes on additional responsibilities; and
- ii) That Fylde Citizen's Advice Bureau surrenders its existing Service Level Agreement and is granted a new 2 year Service Level Agreement on similar terms to the existing, except that the grant will be increased from £72,882 to £82,681 in the first year and to £86,782 in year two.

## Legal Implications

22. This letting is subject to the Council's Land Transaction Procedure Rules which are included in the Constitution as Appendix 3, Part D. These require the leasing of property assets such as that referred to in this report to be exposed to the general market unless there are special circumstances. This letting is considered to meet this requirement as it has been the subject of a full marketing programme over a lengthy period of time.



23. Section 123 (2) of the Local Government Act 1972 provides:

“Except with the consent of the Secretary of State a council shall not dispose of land under this section otherwise than by way of a short tenancy for a consideration less than the best that can reasonably be obtained.”

24. In the opinion of the Council’s Principal Estates Surveyor the consideration in this transaction is the best that can reasonably be obtained.

IMPLICATIONS	
Finance	The proposed new arrangements with the CAB in respect of the offices which they currently occupy at Moor Street Kirkham, together with the revised grant payments to the CAB under an extended Service Level Agreement will result in overall budget reduction to Fylde Council of £11,612 for 2015/16 and £7,519 for 2016/17. Full details are provided within the body of the report.
Legal	Legal implications are considered at paragraphs 22 to 24 of the report. There will also be legal work involved in drafting the new lease.
Community Safety	No implications
Human Rights and Equalities	Supporting the CAB will generate benefits to the community including the field of human rights and equalities
Sustainability and Environmental Impact	No implications
Health & Safety and Risk Management	No implications

REPORT AUTHOR	TEL	DATE	DOC ID
Gary Sams, Principal Estates Surveyor	01253 658462	Date of report	13 March 2015

LIST OF BACKGROUND PAPERS		
Name of document	Date	Where available for inspection
None		

Attached documents

1. Heads of Terms for a lease
2. Proposed service level agreement

**HEADS OF TERMS**  
3-5 Moor Street, Kirkham

- |                                       |   |
|---------------------------------------|---|
| <b>1. Lessor</b>                      | Fylde Borough Council, Town Hall, Lytham St Annes, Lancashire. FY8 1LW (FBC)  |
| <b>2. Lessee</b>                      | Fylde Citizens Advice Bureau  |
| <b>3. Demised Premises</b>            | 3-5 Moor Street, Kirkham as shown on the plan attached to the lease.  |
| <b>4. Term</b>                        | 2 years (from date of agreement)  |
| <b>5. Rent</b>                        | £11,200 per annum.  |
| <b>6. Use</b>                         | Offices   |
| <b>7. Alterations</b>                 | No permanent alterations may be made without landlords consent  |
| <b>8. Insurance</b>                   | The Lessee shall be responsible for:-<br>Public liability insurance to insure against claims arising out of their actions or omissions with respect to third parties while on the premises to the value of £5 million in any one claim, unlimited in any one year and which indemnifies FBC from any claims arising out of the use of the premises<br>The Lessor will insure the building |
| <b>9. Advertising and promotion</b>   | Proposals to erect signs or posters or the addition of any lettering to the facility will require the consent of FBC agreement over the type, content and locations, and in any event the prior written approval of FBC.  |
| <b>10. Repair and maintenance</b>     | The Lessor shall be responsible for structural and external repair and maintenance.<br><br>The Lessee will be responsible for internal repair, maintenance and decoration.  |
| <b>11. Rates and Utility Services</b> | The Lessee to pay all rates and services costs including gas, electricity, water and environmental charges.<br><br>All electrical equipment in the facility will be tested annually by the Lessee and a certificate of testing provided.  |
| <b>12. Planning</b>                   | The Lessee shall observe fully the conditions as required in the planning permission.   |
| <b>13. Assignment</b>                 | The Lessee may not assign, sub-let or otherwise part with the possession of part of the premises.<br><br>The Lessee may not assign, sub-let or otherwise part with the possession of the whole of the premises, without the landlord's consent, such consent not to be unreasonably withheld.   |
| <b>14. Costs</b>                      | FBC and Lessee shall be responsible for their own legal and surveyor's fees in completing the agreement.  |

**Service level agreement for grant-funded services****Date: 1 April 2015****Parties**

Fylde Borough Council (“the Council”)

Fylde Citizens Advice Bureau, (“the Provider”)

**Interpretation**

In this agreement the following words have the following meanings:

Default Notice	A notice fulfilling the requirements of clause 21 and a Default Notice is “unresolved” at any time that the concerns raised in it have not been addressed to the reasonable satisfaction of the Council
Grant	The Initial Grant or any Subsequent Grant
Grant Period	The Initial Grant Period and any Subsequent Grant Period
Initial Grant	£82,681
Initial Grant Period	1 April 2015 to 31 March 2016
Performance Measures	The performance measures set out in the second schedule
Services	The services set out in the first schedule
Subsequent Grant	2016-17 £87,782
Subsequent Grant Periods	1 April 2016 to 31 March 2017

**Status of agreement**

1. The Council has agreed to pay a grant to the Provider to enable it to provide the Services in the Council’s area. The Council is satisfied that paying a grant for these purposes is likely to achieve the promotion or improvement of the economic, social or environmental well being of the Council’s area. The services provided by the Provider contribute towards the council’s Corporate Objectives focusing in particular on the cohesive communities’ objective.
  - To promote the enhancement of the natural and built environment (PLACES)

- To promote cohesive communities (PEOPLE)
  - To promote a thriving economy (PROSPERITY)
  - To meet the expectations of our customers (PERFORMANCE)
2. This agreement sets out what the Provider is to do, how its performance will be measured and what happens if the Services are not provided as required by this agreement.

***The grant and the grant period***

3. The Council will pay the Initial Grant to the Provider to enable the Provider to deliver the Services during the Initial Grant Period.
4. The Initial Grant will be paid in the following instalments:

Date	Amount
1 April 2015	£20,670.25
1 July 2015	£20,670.25
1 October 2015	£20,670.25
1 January 2015	£20,670.25

5. The Council may pay a Subsequent Grant to the Provider to enable the Provider to deliver the Services during a Subsequent Grant Period. If the Council pays a Subsequent Grant, it will be pay it in quarterly instalments on 1 April, 1 July, 1 October and 1 January.
6. The Provider must have regard to the Performance Measures and any specific guidance of the Council in deciding how it will spend the Grant.
7. The Council does not commit itself to pay a Subsequent Grant The Council will consider whether to pay such a Subsequent grant before the end of the Initial Grant Period or any preceding Subsequent Grant Period (as applicable). When it decides whether to pay a Subsequent Grant, and the level of such a grant, the Council will take into account all relevant circumstances. These will include, but not be limited to, the Performance Measures, whether or not there is a continuing need for the Services, other possible uses of the Council’s resources and alternative ways of meeting the needs met by the Services.
8. In addition to a Grant, the Council may pay a Termination Payment of up to the equivalent of one instalment of that Grant to the Provider on the last day of the Grant Period if and to the extent that:
- The Council does not propose to pay a Grant to cover the year immediately following the Grant Period;
  - The Provider does not intend to provide the Services or services similar to the Services during that year; and
  - The Provider demonstrates, to the Council’s satisfaction, that the Termination Payment is needed to facilitate an orderly winding-down of its service, including the transfer of open files to another suitable service provider

***The services***

9. The Provider will deliver the Services at the times and in the manner set out in this agreement.
10. The Provider will supply sufficient information about its provision of the Services to enable the Council to assess its compliance with the Performance Measures.

***Lead officers***

11. Each party has nominated an individual to be the primary point of contact and an address for service on all matters concerning the Grant, this agreement or the Services. The nominated persons are:

Council: Tracy Morrison telephone (01253) 658521

Provider: Kim Cook, Fylde CAB Manager, telephone (01772) 673014

***Ancillary requirements***

12. The Provider will keep accurate financial records in accordance with good management practice and will make them available to the Council on request. The records will in particular provide a clear audit trail of how any Grant has been used. The Provider will provide to the Council a copy of its audited accounts within six months of the financial year end.
13. The Provider will provide the Council with a schedule of dates when any external audit or accreditation inspection of the Services will be undertaken and provide the council with a copy of any resulting report.
14. The Provider will, both in providing the Services set out in this agreement and generally, comply with all relevant statutory requirements, including those related to health and safety and equalities. The Provider acknowledges that such compliance is the sole responsibility of the Provider and that the Council does not, either by the payment of any Grant, by entering into this agreement or otherwise take any responsibility for any non-compliance by the Provider.
15. The Provider will ensure that there are appropriate internal procedures in place to manage risks. The Provider will provide to the council evidence that risk management measures are being undertaken to mitigate threats to the future operation of the CAB advisory service. Performance on risk management measures will form a part of the six monthly monitoring meetings.
16. The Provider provides the Services in its own right and not as agent of the Council. The Council will not indemnify the Provider for negligence or any other breach of duty other than for death or personal injury caused by the negligence of the Council or its servants or agents.
17. The Provider will maintain adequate insurance to cover any liabilities arising from the performance of the services set out in this agreement. It will allow the Council to inspect its policies on request.
18. Any approaches to the press with respect to any matter relating to this agreement should be jointly agreed through consultation between the CAB and the council.

***Default in performance***

19. The Provider will repay to the Council such proportionate part of the Grant as the Council, acting in accordance with clause 21, considers appropriate within 28 days of the Council serving a written demand to do so at the Provider's address for service in any of the following circumstances:

- The Provider ceases to provide the Service; or
  - The Council, having regard to the Performance Measures, and having previously provided adequate notification of its concerns, considers that the performance of the Services falls so far below the required standard that they ought to cease to be provided by the Provider; or
  - The Provider ceases to be accredited by the National Association of Citizens Advice Bureaux as a Citizens Advice Bureau
20. For the purposes of clause 19, the Council will only be deemed to have provided adequate notification of its concerns if the notification was:
- given at least one calendar month before the Council’s written demand for repayment;
  - made in writing to the Provider’s representative named in clause 11; and
  - contained sufficient detail about the Council’s concerns to have given a reasonable organisation in the place of the Provider an adequate opportunity to address them to the reasonable satisfaction of the Council
21. In deciding what proportionate part of the Grant it considers appropriate to require the Provider to repay under clause 19, the Council will have regard to the following principles:
- If the Provider informs the Council, that it will cease to operate (but not if the Provider has already ceased to provide the Services), the need for the Provider to be able to bring about an orderly closure of the Services including but not limited to the termination of staff contracts and statutory redundancy payments
  - The Council will only require the Provider to repay sums in respect of Grant that was either:
    - Paid by in respect of the current financial year, or
    - Paid in respect of the period following the service of an unresolved Default Notice, or
    - In excess of the requirements of the Provider to fund the provision of the Services in a given financial year as set out as option 2 in the Provider’s business plan dated 31 October 2007 as approved by the Council , and have not been subsequently expended in the provision of the services.

***The First Schedule***

***The services***

1. Information and Advice including but not restricted to:
  - Housing
  - Welfare benefits
  - Health
  - Education

- Consumer affairs
- Debt advice
- Employment
- Family and personal matters
- Taxes
- Immigration and nationality

2. The CAB will recruit and train advisors and volunteers to provide the services.

The CAB will provide clients across the Fylde the opportunity to access services through the provision of a five-day a week service operated on the following days with the opening times detailed being the minimum level of opening

Monday 9am to 4pm

Tuesday 9am to 4pm

Wednesday 9 a.m. to 4 p.m.

Thursday 9am to 4pm

Friday 9 a.m. to 12.30pm for drop in and telephone advice from 12.30pm until 4.00pm telephone advice given priority

Also the provision of the outreach service in St Annes should continue and now be included as part of the Fylde Borough Council agreement for monitoring purposes.

### ***The Second Schedule***

#### ***The performance measures***

CAB agrees to provide half yearly reporting information to the council as detailed below. The information will be reviewed at a six monthly meeting involving the CAB and the Council. The CAB will make an annual presentation to the Council's Environment, Health and Housing Committee (or other such appropriate elected member group) at the conclusion (or as near to as possible) each year of the operation of the Service Level Agreement summarising its performance and service across the year.

## Quantitative

- Confirmation of the coverage of the opening hours/days of operation across the reporting period.
- A breakdown by of the number of cases dealt with relating to a council service such as housing or benefits broken down by detailing the precise nature of the issue (for example for a housing case was the contact regarding homelessness, property disrepair, availability of grants)
- An overview of the number and type of cases dealt with for services not directly associated with the Council
- Any social trend issues which can be identified as patterns emerging from the cases dealt with which may be useful to the Local Strategic Partnership and Council in shaping future Community Strategy and Council Objectives/Action Plans.
- When CAB markets itself through any publication or advert, the Fylde Borough Council logo should be used together with wording to indicate funding support where the independence of the CAB would not be impinged and adverts/publications supporting this requirement should be part of the annual report to the Community Outlook Scrutiny Committee or other relevant Committee
- Evidence of applications of additional funding and the purpose of that funding together with the outcomes of applications
- A breakdown of the level of complaints received within the six months reporting period and how they have been resolved
- Information on risk management measures in place as detailed under ancillary measures.

## Qualitative

- Satisfaction surveys regarding the provision and quality of the service should be made available to all that utilise the service. Reporting on satisfaction levels should be a part of the six monthly reporting arrangements. Satisfaction surveys should be based on a 10 % return of all customers to the service.
- The CAB will maintain the Advice Quality Standard (AQS) at the General help Level.

## **Signatures**

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Tracy Morrison, on behalf of the Council

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On behalf of CAB (please sign and print name, verifying position)

.....

# REPORT



REPORT OF	MEETING	DATE	ITEM
DEVELOPMENT SERVICES	CABINET	25 MARCH 2015	9

## FYLDE COASTAL STRATEGY

### PUBLIC ITEM

This item is for consideration in the public part of the meeting.

### SUMMARY

The purpose of the report is to present the final version of Fylde Councils Coastal Strategy following extensive consultation, and recommend to Cabinet adoption of the Strategy, and associated action plan. Following this, a project board will be established to deliver major infrastructure projects on Fylde's coastline.

### RECOMMENDATIONS

Cabinet is recommended to approve:

1. Formal adoption of the Fylde Council Coastal Strategy and associated action plan to deliver the long term Vision for the Regeneration of Fylde's Coastline from 2015 -2032.
2. The establishment of a project board to oversee the delivery of major infrastructure projects relating to the Coast commencing with the Restoration of Fairhaven Lake and Gardens linking with the replacement sea defence project.
3. The production of an annual monitoring report to report the progress of the Coastal Strategy /Action Plan through the appropriate service committee.

### CABINET PORTFOLIO

This item falls within the following cabinet portfolio(s):

Planning and Development Councillor	-	Councillor Dr Trevor Fiddler
Leisure and Culture	-	Councillor Susan Fazackerley
Environment and Partnerships	-	Councillor Tommy Threlfall

<b>CORPORATE PRIORITIES</b>			
To Promote the Enhancement of The Natural & Built Environment ( <b>Place</b> )	√	To Encourage Cohesive Communities ( <b>People</b> )	√
To Promote a Thriving Economy ( <b>Prosperity</b> )	√	To Meet Expectations of our Customers ( <b>Performance</b> )	√

### **SUMMARY OF PREVIOUS DECISIONS**

On **14<sup>th</sup> July 2011** a report was presented on the Coastal Strip and Fairhaven Lake to the **Policy Development Scrutiny Committee** who resolved –

To support the recommendations below in principle, on the understanding that a further report would be presented to committee, identifying in particular the funding strategy for the project.

1. To endorse progression of the project in line with the timetable identified in the report, including the investigation of funding opportunities for the restoration of Fairhaven Lake and Gardens and the wider coastal strip.
2. To recommend an early review of the activities currently undertaken on the lake, in line with the identified options for change.

On **13<sup>th</sup> March 2014** a report was presented on the Fylde Coastal Masterplan to the **Community Focus Scrutiny Committee** who resolved –

1. That the Coastal Masterplan be approved in its draft format.
2. That the Coastal Masterplan be issued for consultation with interested parties and the public in general for a period of six weeks.
3. To agree the principal of the establishment of a project board whose main role would be to deliver the actions of the Coastal Masterplan and to receive a further report setting out the details for how this will be achieved.

#### **Community Focus Scrutiny Committee 11<sup>th</sup> September 2014**

*Following supportive comments from committee, and the committee having received assurance that the document was evolving and would reflect the changing nature of responsibilities, such as St Anne's Town Council's responsibility for bridleways and cycle paths, it was RESOLVED:*

1. *To approve a further 4 week consultation on the draft Masterplan/Strategy with the interested parties and a public exhibition on the 23rd September 2014.*
2. *To note the name change from Fylde Coastal Master Plan to Fylde Coastal Strategy and the extension of Strategy until 2030 in line with the Borough Wide Local Plan (to 2030).*
3. *To approve the draft Coastal Masterplan document with a view to presenting a final draft (following the consultation) to the November Cabinet meeting.*
4. *To gain approval for the formation of a 'Project Board' to draw together the Action Plan and bring about its implementation with its remit, governance and membership being determined by Cabinet, following the final stages of consultation.*

**Cabinet** approved the scrutiny recommendations on **26<sup>th</sup> November 2014**.

## REPORT

### Background

1. The purpose of the Fylde Council Coastal Strategy is to collate and coordinate all current strategies and policy objectives for coastal protection, water quality, nature conservation, habitat improvement and landscape enhancement, conservation of the built and natural heritage, culture, leisure sport and recreation, tourism and the visitor economy, access and transportation and develop high level actions to address the major issues affecting the Fylde Borough Coast. The value of the Ribble Estuary as a recreational resource has long been recognised and includes potential economic benefits for the Borough. The coastline and hinterland of the Estuary would play a major role in the longstanding proposal to establish a 'regional park' based around the Estuary with the north (Fylde) side being particularly significant.
2. In March 2014, Committee approved the draft Coastal Master Plan and agreed to a formal 6-week consultation with interested parties. The consultation was a comprehensive exercise and included the creation of a web page with a questionnaire, which allowed people to feedback their comments. A consultation letter was emailed out to all Councillors, Neighbouring Local Authorities, Government Agencies and Organisations, Local Business's, facility providers, tenants, friends groups and local clubs and societies. Finally, an exhibition event was held on the 2nd April in the Town Hall foyer as part of a consultation on the long list of options for future coastal defences.
3. In total 42 responses were received to the consultation exercise. Of these 14 were questionnaire responses and 16 were written responses and 9 made at the consultation event and 3 comments made elsewhere. Following the detailed consultation exercise, the results were collated and included within the Coastal Strategy and Action Plan 2014-2032 Consultation Summary August 2014. (<http://www.fylde.gov.uk/business/fylde-coastal-strategy/>).
4. During the production of the final draft of the Coastal Strategy all comments received during the consultation were considered and where appropriate the document has been amended in line with the comments received. The major issues raised during the consultation, which have had a major effect on the Fylde Coastal Strategy, have been included within the strategy. These have been listed below –
  - Increase in status from a Master Plan to Coastal Strategy
  - Align the timescales of the Coastal Strategy with the Local Plan to 2032
  - Outlined the responsibilities of the Marine Management Organisation
  - Marketing Lancashire support the objectives to encourage coastal tourism
  - Recognised the importance of green infrastructure and created a separated theme
  - Recognised the importance of the Lancaster Canal and in particular the Ribble Link which links the canal to the River Ribble, the promotion of the estuary and coastline in terms of recreational, commercial and tourism
5. Following approval at the Community Focus Scrutiny Committee on the 11<sup>th</sup> September 2014 the Coastal Strategy has been the subject of a further 4-week consultation. This was undertaken on the Councils website and through an on line survey. No further consultation responses have been received.

6. The final document has now been edited formatted and finalised and has been included as Appendix 2 at <http://www.fylde.gov.uk/business/fylde-coastal-strategy/>. This is now complete and in a suitable format to publish and adopt.
7. Following adoption by Cabinet the project board will be established to oversee the delivery of major infrastructure projects relating to the Coast commencing with the Restoration of Fairhaven Lake and Gardens linking with the replacement sea defence project. The project Board will be made up by the Head of Leisure and Culture, Head of Regeneration, Head of Technical Services, the Chairman of the appropriate service committee and a representative of the Environment Agency and Lancashire County Council. Representation on the project board will vary depending on the projects to be delivered however; this will be a high-level board of key decision makers and project deliverers.
8. The performance of the Coastal Strategy will be monitored on an annual basis through the appropriate committee.

### Conclusion

9. A coordinated and joined up approach to the management maintenance and development of the Coastal assets will ensure that opportunities are maximised in terms of investment in infrastructure, management of facilities and the delivery of programmes and events.

IMPLICATIONS	
Finance	<p>This report requests formal adoption of the Fylde Coastal Strategy. At this stage there are no additional financial implications arising.</p> <p>Cabinet is requested to consider adoption of the plan and the subsequent development of actions to implement the Strategy including the establishment of a Project Board. Should Cabinet adopt the Strategy it is envisaged that additional financial resources may be required on a project by project basis which will be the subject of individual budget considerations, e.g. <a href="#">Fairhaven Lake Masterplan</a> which has recently been the subject of a Portfolio Holder report.</p> <p>There are currently no approved financial resources for any such actions that may arise from the implementation of the Strategy, other than the Council's contribution to the Coastal Protection capital scheme in the sum of £400k in 2017/18 which was approved by the Council at its meeting of 3rd March 2014. Any additional projects requiring additional funding would be considered as part of the on-going budget-setting process</p>
Legal	None arising from this report
Community Safety	None arising from this report
Human Rights and Equalities	None arising from this report
Sustainability and Environmental Impact	None arising from this report
Health & Safety and Risk Management	None arising from this report

LEAD AUTHOR	TEL	DATE	DOC ID
Darren Bell	01253 658465	4th March 2015	

LIST OF BACKGROUND PAPERS		
Name of document	Date	Where available for inspection
Appendix 1 - Coastal Strategy and Action Plan 2014-2032 Consultation Summary August 2014	March 2015	<a href="http://www.fylde.gov.uk/business/fylde-coastal-strategy/">http://www.fylde.gov.uk/business/fylde-coastal-strategy/</a>
Appendix 2 - Coastal Strategy Document 2014 - 2032	March 2015	<a href="http://www.fylde.gov.uk/business/fylde-coastal-strategy/">http://www.fylde.gov.uk/business/fylde-coastal-strategy/</a>
PDSC agenda and minutes	14 <sup>th</sup> July 2011	<a href="http://www.fylde.gov.uk/meetings/details/943">http://www.fylde.gov.uk/meetings/details/943</a>
CFSC agenda and minute	13 <sup>th</sup> March 2014	<a href="http://www.fylde.gov.uk/meetings/details/1152">http://www.fylde.gov.uk/meetings/details/1152</a>
CFSC agenda and minute	11 <sup>th</sup> Sept 2014	<a href="http://www.fylde.gov.uk/meetings/details/1178">http://www.fylde.gov.uk/meetings/details/1178</a>
Cabinet agenda and minutes	26 <sup>th</sup> Nov 2014	<a href="http://www.fylde.gov.uk/meetings/details/1189">http://www.fylde.gov.uk/meetings/details/1189</a>

# REPORT



REPORT OF	MEETING	DATE	ITEM
RESOURCES DIRECTORATE	CABINET	25 MARCH 2015	10

## CCTV BALANCE OF CAPITAL RESOURCE

### PUBLIC ITEM

This item is for consideration in the public part of the meeting.

### SUMMARY

The purpose of this report is to update members on the remaining capital budget provision in relation to the provision of CCTV within Fylde borough following consideration of this issue by the Community Focus Scrutiny Committee on 22<sup>nd</sup> January 2015 and by Cabinet on the 11<sup>th</sup> February 2015.

### RECOMMENDATIONS

#### Cabinet are recommended to:

1. Note the balance of approved funding relating to the provision of CCTV within Fylde in the sum of £41,742 that will remain until spent within the approved Capital Programme, any monies unspent at each subsequent year-end being transferred to the following financial year;
2. To confirm that if any of the current camera locations fail, they will, having regard to the Surveillance Camera Code of Practice, be considered for repair/replacement on a case-by-case basis based on a proven need being demonstrated through an impact assessment, that being funded from the approved capital scheme for CCTV provision;
3. To note that should monies for this purpose remain unspent by 2017 (at which point the police will be able to give the council a commitment to monitoring the cameras post 2017) further consideration is given to any future expenditure on CCTV provision in Fylde.

### CABINET PORTFOLIO

This item falls within the following cabinet portfolio(s):

Social Wellbeing - Councillor Cheryl Little

<b>CORPORATE PRIORITIES</b>			
To Promote the Enhancement of The Natural & Built Environment ( <b>Place</b> )		To Encourage Cohesive Communities ( <b>People</b> )	√
To Promote a Thriving Economy ( <b>Prosperity</b> )		To Meet Expectations of our Customers ( <b>Performance</b> )	√

<b>SUMMARY OF PREVIOUS DECISIONS</b>
Budget Council – March 2013 (approval of capital expenditure as part of budget setting process)
Cabinet – April 2013 (authorisation of the commencement of works from the capital programme)
Community Focus Scrutiny Committee – October 2013 (evaluation of the appropriateness of surveillance cameras with the Borough)
Cabinet approval on 27 <sup>th</sup> November, 2013, (Based on all information at that time) to continue with the existing CCTV provision and approval to proceed with commissioning the replacement of rapid deployment cameras from the capital programme
Community Focus Scrutiny Committee -6 <sup>th</sup> November,2014 (Noting a formal 5 year partnership with Wyre BC supported by A Service Level agreement for the delivery of a monitored CCTV Service for Fylde)
Community Focus- 22 <sup>nd</sup> January, 2015 (To consider the list of options outlined in Paragraph 5 of the Report ‘The Future of CCTV in Fylde)
Cabinet – 11 <sup>th</sup> February, 2015(resolutions contained within the main report)

## **REPORT**

### **Background**

1. At the Cabinet meeting on the 11<sup>th</sup> February 2015 members considered the following recommendations from the Community Focus Scrutiny Committee in respect of the report ‘ THE FUTURE OF CCTV IN FYLDE’
  1. *To note the current position with regard to the management and monitoring of the Rapid Deployment and the fixed CCTV cameras in Fylde Borough*
  2. *To approve the option of adding the three Lytham Town centre cameras to the existing monitored system (as outlined in the report) to be delivered through the Wyre BC and Fylde BC CCTV monitoring partnership, funded from the approved Capital programme at an estimated cost of £11,185*
  3. *To approve a fully funded budget increase of £2,151 to the CCTV replacement scheme within the approved Capital programme and that this increase be met for the additional LSP final balance.*
  4. *As a consequence of the high risk to the existing downloading facility (outlined in paragraph 7 of the report) no further maintenance or renewal works be undertaken to other existing rapid deployment cameras, (as listed in Appendix 1 of the report) and they be decommissioned where such works are required.*
  5. *To approve the continuation of the existing maintenance work for the existing CCTV vans, where such works are a Fylde BC responsibility, whilst the Police provide ongoing support.*



6. To note that any further works that may be approved would be delivered in 2015/16.

2. The Cabinet resolved as follows:

Replace recommendation 1(4) on the Future of CCTV in Fylde with:

*“To seek a further report to cabinet on the implications on the capital budget provision of the proposed conversion of the Lytham cameras, to the monitored system delivered through Wyre council, with a view to this funding being set aside in an earmarked reserve for CCTV. The long term use of this to be considered further in 2017 when the police are able to give the council a commitment to monitoring the cameras post 2017, or otherwise. In the meantime if any of the current camera locations fail, they can be considered on a case by case basis, based on a proven need being demonstrated through an impact assessment”.*

3. The purpose of this report is to address the request by Cabinet on 11<sup>th</sup> February 2015 for a further report summarising the remaining capital resource for the provision of CCTV and the longer-term plans for the use of that remaining balance. It is proposed that a specific capital reserve is not established but rather that the balance of the resource in the sum £41,742 is retained within the approved Capital Programme, earmarked specifically and exclusively for the provision of CCTV, any monies unspent at each subsequent year-end being transferred to the following financial year.

#### **Funding**

4. Capital funding of £80K was previously approved for the replacement of rapid deployment cameras in November 2013. Since that time the final Local Strategic Partnership (LPS) financial outturn has been produced confirming funding availability of £38,151, an increase of £2,151 from the estimate at that time, which in addition to the approved Council capital funding of £44K would provide a revised total funding availability of £82,151. The recommendations approved at the last meeting of Cabinet approved this adjustment and will increase the capital funding to the revised figure of £82,151

5. At the Cabinet meeting on 11<sup>th</sup> February 2015, the partnership agreement with Wyre BC was approved to provide monitored CCTV provision. The capital cost associated with the conversion works, and connection of the Pier and Ashton Gardens to the monitored service, is £29,224 and will be funded from the CCTV capital budget as outlined in the table below.

6. To concentrate some of the remaining Capital CCTV budget on improving the monitored CCTV system, to include adding three Lytham Town Centre cameras on to this system, controlled from Wyre is a capital cost of £11,185 as outlined, leaving a balance of £41,742 in the CCTV Capital provision budget, as outlined in the table below.

<b>Financing</b>	<b>£</b>
<b>Approved Budget Nov 13</b>	<b>80,000</b>
<b>LSP Outturn adjustment</b>	<b>2,151</b>
<b>Revised Base Budget</b>	<b>82,151</b>
<b>Commitments</b>	
<b>Connection of the Pier and Ashton Gardens to monitored service</b>	<b>15,382</b>
<b>Control room upgrade</b>	<b>13,842</b>
<b>Balance</b>	<b>52,927</b>
<b>Add three Lytham Town Centre cameras to monitored service</b>	<b>11,185</b>
<b>Balance</b>	<b>41,742</b>

7. As the table shows currently a balance of £41,742 remains available for any future replacement work that may be required following future impact assessments.

IMPLICATIONS	
Finance	This report summarises the remaining sums available within the Council's approved capital programme for the provision of CCTV.
Legal	None
Community Safety	None
Human Rights and Equalities	None
Sustainability and Environmental Impact	None
Health & Safety and Risk Management	None

REPORT AUTHOR	TEL	DATE	DOC ID
David Gillett/Bryan Ward	01253 658689	11 <sup>th</sup> March, 2015	

LIST OF BACKGROUND PAPERS		
Name of document	Date	Where available for inspection
Council / Committee Minutes		<a href="http://www.fylde.gov.uk">www.fylde.gov.uk</a>

Attached documents

None

# REPORT



REPORT OF	MEETING	DATE	ITEM
RESOURCES DIRECTORATE	CABINET	25 MARCH 2015	11

## CORPORATE FRAUD SHARED SERVICE

### PUBLIC ITEM

This item is for consideration in the public part of the meeting.

### SUMMARY

At the Cabinet meeting of 11<sup>th</sup> February 2015, members agreed in principle to the establishment of a shared corporate fraud service with Preston and Lancaster City Councils. This was proposed as a result of the existing Benefit Fraud resource transferring to the Department of Work and Pensions (DWP) from 1 June 2015, to form part of a Single Fraud Investigation Service (SFIS) and the consequent need to address how remaining fraud issues would be resourced.

The Director of Resources was requested to enter into discussions with Preston and Lancaster City Councils regarding the delivery of the service and bring a report back to members in due course.

These discussions have now taken place and a proposed Service Level Agreement, which will run for 3 years from 1 June 2015, is presented to members for consideration and approval. The SLA is attached as an appendix.

### RECOMMENDATIONS

- (i) To approve the draft three-year Service Level Agreement (SLA) which will result in the establishment of a Shared Corporate Fraud Service with Preston and Lancaster Councils and authorise the Director of Resources to conclude the final negotiations regarding the SLA.
- (ii) To note that the provision of this service will be treated as an exempt contract under the Council's contract procedure rules for the reasons stated within the covering report

### CABINET PORTFOLIO

This item falls within the following cabinet portfolio(s):

Finance & Resources - Councillor Karen Buckley

<b>CORPORATE PRIORITIES</b>			
To Promote the Enhancement of The Natural & Built Environment ( <b>Place</b> )		To Encourage Cohesive Communities ( <b>People</b> )	
To Promote a Thriving Economy ( <b>Prosperity</b> )	√	To Meet Expectations of our Customers ( <b>Performance</b> )	√

<b>SUMMARY OF PREVIOUS DECISIONS</b>
<p>Cabinet - 24 September 2014</p> <p>Cabinet approved an extension of the arrangements for the shared benefit fraud service with Preston City Council</p> <p>Cabinet – 11 February 2015</p> <p>Cabinet agreed in principle to the establishment of a corporate fraud service with Preston and Lancaster City Councils and authorised the Director of Resources to enter into discussions regarding the delivery of a shared corporate fraud service and bring a report back to members in due course.</p>

## **REPORT**

### **Shared Service**

1. Since August 2009 the Council has been a partner in a shared service with Preston City Council for the provision of a fraud investigation service, primarily focused on housing benefit. Preston has employed the investigators and provided the service to an agreed specification within a framework of agreed performance targets.
2. In support of the implementation of welfare reform the government decided to establish a Single Fraud Investigation Service (SFIS) to investigate social security, welfare benefit and tax credit fraud across Local Authorities, HM Revenue and Customs, and the Department for Work and Pensions (DWP). The DWP will deliver the service.
3. As part of the national roll out of SFIS the DWP advised both Fylde and Preston Councils that the implementation date at both authorities would be 1 June 2015. After this date the responsibility for the investigation of welfare benefit fraud will pass from the local authorities to the DWP. At the same time relevant investigation staff will also transfer.
4. However, the government recognised that councils would be deprived of their dedicated specialist fraud capability as a result of SFIS and provided a funding opportunity for the establishment of fraud teams from existing specialist resources, with the objective of the prevention, detection and investigation of corporate (non-benefit) fraud and irregularity.
5. Fylde participated in a joint bid for government funding along with Preston and Lancaster Councils. It was announced that this partnership proposal had been awarded £125,750 for set up costs, should it proceed. To reflect this there is no service charge payable for the first twelve months of the service. Thereafter Fylde Council's share of the costs equate to £27,000 per annum. The savings in terms of fraud prevention and investigation as a result of SFIS and other grant changes are forecast to exceed the cost of the service and are expected to result in a net saving to the Council of £72,000 in 2015/16 and £24,000 in subsequent years.

6. At the Cabinet meeting of 11th February 2015 members agreed in principle to the establishment of a new team forming a shared resource across the three participating councils, operating under a partnership agreement on a cost sharing basis. The team would operate over the three sites as it does now.
7. The service would be tasked with investigating fraud, bribery and corruption by employees, members, contractors, consultants, suppliers, service users and members of the public who have dealings with the Council. In summary the team would be responsible for:
  - Prevention, detection, investigation and prosecution of all fraud against the Council
  - Assisting the HR Team with appropriate disciplinary matters
  - Providing assurance that the risk of fraud is minimized wherever possible
  - Working within Internal Audit on any matters regarding Risk and Fraud affecting the Council
8. Members agreed to the establishment of the joint service in principle and requested the Director of Resources to enter into more detailed discussions. These discussions have now been concluded and a proposed three-year draft Service Level Agreement is attached. Local performance indicators need to be agreed and there may be some other adjustments that may require slight amendment prior to the sign off of the SLA.
9. In terms of the Council's contract procedure rules, it is recommended that the Service Level Agreement is noted as being an exempt contract. Ordinarily, for a contract over 10K in value, a tendering procedure would be invoked. However, this contract is of a specialist nature in that the contract is an extension of an existing arrangement, in that corporate fraud used to be combined within the previous agreement for the provision of this service which incorporated benefit fraud. In addition, the service is of a special character, in that the service has benefitted from government funding, which was awarded based on the encouragement for councils to work collectively together where possible.

IMPLICATIONS	
Finance	<p>This report requests approval of the draft three-year Service Level Agreement (SLA) relating to the establishment of a shared Corporate Fraud Service with Preston and Lancaster Councils and seeks authorisation for the Director of Resources to conclude the remaining negotiations on the final agreement.</p> <p>Members are reminded that the costs of the first year of operation of the service will be met by a grant from the Department for Work and Pensions for this purpose and that thereafter Fylde Council's share of the costs equate to £27,000 per annum. The savings in terms of fraud prevention and investigation as a result of SFIS and other grant changes are forecast to exceed the cost of the service and are expected to result in a net saving to the Council of £72,000 in 2015/16 and £24,000 in subsequent years.</p>

Legal	There are no implications
Community Safety	There are no implications
Human Rights and Equalities	There are no implications
Sustainability and Environmental Impact	There are no implications
Health & Safety and Risk Management	There are no implications

LEAD AUTHOR	TEL	DATE	DOC ID
Tracy Morrison	01253 658521	12 March 2015	

LIST OF BACKGROUND PAPERS		
Name of document	Date	Where available for inspection
Cabinet Minutes	24 Sept 2014	www.fylde.gov.uk
Cabinet Minutes	11 February 2015	

Attached Documents

Appendix 1 – Draft Service Level Agreement

DATED

## **Service Level Agreement**

**Between**

**Preston City Council (Provider) (1)**

**and**

**Fylde Council (Client) (2)**

**Relating to the provision of**

**Services in relation to Fraud  
Investigation**

(This agreement is effective from 1<sup>st</sup> June 2015 for a period of three years to 31<sup>st</sup> May 2018 )

**SERVICE LEVEL AGREEMENT**  
**FOR FRAUD INVESTIGATION**  
**(AND ASSOCIATED MANAGEMENT SERVICES)**  
**BETWEEN**  
**PRESTON CITY COUNCIL & FYLDE COUNCIL**

**1. PRINCIPLES**

- 1.1 This Service Level Agreement ("the Agreement") is made between Preston City Council of the Town Hall, Lancaster Road, Preston ('the Provider') and Fylde Council of the Town Hall, South Promenade, Lytham St Annes ('the Client') for the provision of Fraud Investigation and associated Management Services ("the Services") as detailed in Schedule 1.
- 1.2 The Provider will deliver the Services to the standard set out in Schedule 2, subject to the Client complying with its responsibilities as set out in Schedule 3.
- 1.3 The Provider will provide the Services with effect from 1st June 2015 until 31<sup>st</sup> May 2018
- 1.4 The charge for the provision of the Services is set out in Schedule 5.
- 1.5 The Client and Provider accept that common sense discussions about the Services and its delivery should supplement and support this Agreement.

**2. WARRANTIES, LIABILITY AND INDEMNITIES**

- 2.1 The Provider warrants, represents and undertakes that:
- (i) It will carry out the Services with all due skill and diligence and in a good and workmanlike manner, and in accordance with the best practice within local government for the provision of services such as the Services ('Best Practice');
  - (ii) The Provider's employees and agents will have the necessary skills, professional qualifications and experience to perform the Services in accordance with the Specification and Best Practice;
  - (iii) It is within its powers to enter into this Agreement and has obtained any necessary authorisations to do so;
  - (iv) it has obtained any necessary and required licences, consents and permits to perform the Services.
- 2.2 The Provider shall indemnify the Client from and against all Claims and Losses arising from loss, damage, liability, injury to the Client, its employees and third parties, infringement of third party intellectual property, or third party losses by reason of or arising out of the Provider's negligent performance or purported performance, or non-performance, of the Services. 'Claims' shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and



'Losses' shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

### **3. GOVERNANCE ARRANGEMENTS**

- 3.1 Within the Client organisation, the Director of Resources has overall responsibility for the fraud service.
- 3.2 The Provider will ensure that the Client is supported in its obligations to comply with statutory and good practice requirements / policies including corporate governance, risk management, audit, and health and safety.
- 3.3 The Provider will collaborate with the Client and provide the support and services required to ensure improved performance.
- 3.4 The Client will arrange liaison meetings on a quarterly basis to be attended by representatives of both parties to discuss performance and other service delivery issues.

### **4. AUDIT**

- 4.1 Both parties (Provider & Client) agree to provide any necessary authorisations to their respective Auditors, both internal and external, and to disclose any information and records necessary for the proper conduct of audit work within each organisation, including where appropriate the right to interview staff.
- 4.2 Sanction recommendations following on from fraud investigations will be presented to the responsible officer of the Client for authorisation.

### **5. RISK MANAGEMENT**

- 5.1 Both parties will work together to manage the risks relating to this Agreement and have in place appropriate systems for risk identification, eradication and mitigation. A joint risk assessment will be carried out periodically by the parties to identify the risks facing the Client. Should an incident arise staff will bring it to the attention of the appropriate officers of both parties using agreed incident reporting procedures.

### **6. CONFIDENTIALITY & DATA STORAGE**

- 6.1 Data storage and processing by the "Provider" for the purposes of this Agreement shall be in compliance with the relevant provisions of the Data Protection Act 1998.

6.2 The Provider shall indemnify and keep the Client indemnified from and against any claim relating to or arising out of any breach which arises directly or in connection with the Provider's data processing activities under this contract.

## **7. RIPA PROVISIONS**

7.1 The Provider will comply with the Regulation of Investigatory Powers Act 2000 ("RIPA"), appropriate government guidance, and the Client's own written policies in relation to any surveillance or use of covert human intelligence sources carried out for the purpose of the Services and in particular will:

- (i) Ensure that any operation that requires to be authorised under RIPA is not carried out unless authorisation has been obtained from the Client's Director of Resources (in absence) the Chief Executive;
- (ii) Ensure that a copy of every such authorisation is forwarded to the Client's Monitoring Officer for his/her oversight and for registration in the Client's centrally retrievable record of authorisations.
- (iii) Ensure that authorisations are reviewed and cancelled in compliance with RIPA, appropriate government guidance and the Client's own written policies; and
- (iv) Not carry out any operation in such a way as to infringe the provisions of RIPA.

## **8. DISPUTES**

8.1 The Provider and Client will act together in good faith to resolve any dispute that may arise under this Agreement. In the event of any disputes or differences arising between the parties in connection with this agreement, which cannot be resolved at a local level, such disputes or differences shall be referred to the lead officers of each party.

8.2 If the two parties are unable to resolve any disputes or differences they will then attempt to resolve it with the assistance of a mediator to be agreed by the Parties, being a Chief Executive from another Council. This independent Chief Executive will make a decision if the parties cannot agree and the decision will be binding on all parties.

## **9. TERMINATION – NON COMPLIANCE**

9.1 Either party may by notice in writing, immediately terminate the Agreement if the other commits any material breach of any term of the Agreement and which (in the case of a breach capable of being remedied) has not been remedied within 30 days of a written request to remedy (such request to contain a warning of the intention to terminate).

9.2 If the Client wishes to terminate this Agreement for any reason other than that specified in paragraph 9.1 above it will give to the Provider nine months prior written notice of its intention to terminate.

- 9.3 In the event of a termination of the Agreement, the Provider shall provide on the written request of the Client:
- (i) Data held on any electronic systems in a standard format with accompanying file layout documentation. This data will be permanently deleted from the Provider's system 3 months after the termination of the Agreement.

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**SCHEDULE 1****'The Services'**

The Provider will provide fraud investigation and management services to the Client as set out below and will have responsibility to:

- Prevent, detect and investigate all fraud against the Council
- Provide assurance that the risk of fraud is minimised wherever possible
- Work within Internal Audit on any matters regarding Risk and Fraud affecting the Council
- Assist the HR Team with appropriate disciplinary matters
- Receive and risk assess all referrals and carry out appropriate investigations into allegations of fraud within the Client area.
- Record all events and enquiries on the fraud management system in accordance with the Criminal Procedures and Investigations Act 1996.
- Conduct interviews under caution in accordance with the Police and Criminal Evidence Act 1984.
- Maintain confidentiality in relation to any duties undertaken and adhering to data protection principles at all times.
- Conduct the fraud service at all times in accordance with prevailing legislation and the Clients policies and procedures.
- Advise on the development of the Client's policy in the area of fraud in accordance with prevailing legislation and regulations.

The fraud manager provides on behalf of the Client, and will have responsibility to:

- Produce an annual business plan for counter-fraud activity that includes resource allocation, planned activities and performance targets.
- Conduct management checks which should ensure:
  - ◆ that investigations are carried out in accordance with the law and the Client's procedures
  - ◆ a consistent approach is adopted by each investigator
  - ◆ there is an even-handed treatment of customers
  - ◆ employee's performance is monitored
  - ◆ the giving of advice on the direction of an investigation
  - ◆ that there is a clear audit trail
- Recommend sanction action on appropriate cases ensuring that the Client's prosecution policy is applied.

- Attend quarterly liaison meetings with the responsible officer of the Client and present a report detailing performance against targets in accordance with Schedule 4.
- Provide comparative statistics to the Client to ensure reasonable parity in service standards between the Provider and Client.
- Promptly provide details and information to the Client's management on request about any fraud investigation undertaken or other service related matter.
- Provide prompt information as requested by the Client's auditors (Internal & External) and hold ad hoc meetings with individual managers of the Client where appropriate, to review performance, resolve service delivery and work related issues.
- Attend liaison and benchmarking meetings on behalf of the Client in relation to benefit and other fraud related issues.
- Maintain constructive links on behalf of the Client with all other bodies and organisations that may assist in the prevention and detection of benefit and other fraud, such as the police and HMRC.
- Provide management support to the fraud team in carrying out their duties.
- Advise the Client's management concerning complaints received and actions taken to resolve those complaints.
- Assist the Client's internal audit team in carrying out the Client's statutory function in relation to data collected and provided, as part of the national fraud initiative.
- Assist the Client's internal audit team in carrying out routine and short term surveillance operations in connection with the Client's corporate fraud investigations.
- Publicise suitable prosecution cases to send out a deterrent message to fraudsters via the Client's press.
- Periodically feedback on the outcomes of investigations to relevant Client employees.

**Key Areas of Fraud that will be covered by the Service**

(Note: This list is not exhaustive as the Agreement covers all areas of fraud and corruption that may be encountered)

Council Tax Fraud  
 Council Tax Reduction Scheme Fraud  
 Business Rates Fraud  
 Grants  
 Insurance Claims

Mandate Fraud  
Procurement  
Housing Tenancy Fraud  
Disabled Parking Concessions  
Employee Fraud  
Member Fraud  
Fraud by Contractors, Consultants, Suppliers, Service Users and Members of the Public  
who have dealings with the Council  
Corrupt Practices

DRAFT

**SCHEDULE 2****'Service Standards'**

The aim of the Agreement is to ensure that the Client receives a quality, cost effective and timely benefit fraud service, based on co-operation between the parties, whilst adopting a proactive and innovative approach to service provision.

The Provider agrees that where the Client complies with its responsibilities as set out in Schedule 3, the Provider will provide the Client with the Services as set out in Schedule 1.

1. Both the Client and the Provider will work together in the best interests of the Client.
2. The Provider will produce quarterly VAT invoices in arrears to the Client.
3. Should significant problems develop with provision of the Services under the Agreement, either Party may produce an appropriate report outlining the issues for consideration by the other.
4. In the event of either party having a complaint to make about the service provided, or experience any problem with the work undertaken, the party will report the circumstances to their respective lead officer and the issue will be resolved by representatives from both parties.
5. The Client is a member of a shared service arrangement with Blackpool Council for council tax and business rates administration. The application software used for this purpose may change according to the decisions of the shared service joint board. The Provider undertakes to deliver the Services irrespective of the application software employed by the shared service.
6. The base of the service operation for customer interactions will be at the administrative offices of the Client. Customers will be entitled to attend all formal interviews at this location, unless the customer prefers to be interviewed at the office of the Provider.
7. All staff will be trained and skilled to undertake investigations, visits and associated tasks related to specific duties as allocated by the Provider under this SLA. As a minimum investigation staff will have either:
  - ◆ achieved a recognised professional counter fraud qualification (e.g. PINS)
  - ◆ started and be actively engaged in studying for a recognised professional counter fraud qualification

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**SCHEDULE 3**

**Client Responsibilities**

The Client will:

1. make available all appropriate Client resources and associated information to the Provider for the fulfilment of the requirements in this Agreement.
2. take all reasonable steps to ensure the Provider has the full co-operation of its staff.
3. make payment to the Provider within 30 days of receipt of the invoice, unless there is adequate reason to dispute the charge. Any dispute will be drawn to the attention of the Provider within 10 working days of receipt of the invoice.

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**SCHEDULE 4****Performance**

1. The Provider will collaborate with the Client and provide the support and services required in contributing towards improved performance. The Provider will strive to deliver continuously improving performance throughout the duration of the Agreement.
2. A spreadsheet detailing performance against target will be presented at the quarterly liaison meetings, where the responsible officer (Client) and fraud manager (Provider) will discuss performance and other service related issues.
3. Local performance indicators have been developed and agreed between representatives of both parties, as detailed below:

<b>Local Performance Targets:</b>	<b>Annualised Target</b>	<b>Period Target</b>
To be Agreed		

4. If required at the end of each financial year the representatives of both parties will meet to consider performance to date and agree on performance targets for future periods.

**SCHEDULE 5****Contract Charges**

**Fylde participated in a successful joint bid for government funding along with Preston and Lancaster Councils. The partnership was awarded £125,750 for set up costs. To reflect this there is no service charge payable for the first twelve months of the service.**

**PRICE**

Annual cost – Year 1	Nil (see above)
Annual cost – Year 2/3	£27,000 per annum
Period of Contract	1st June 2015 to 31 <sup>st</sup> May 2018

It is agreed between the Parties that when this Agreement terminates ( except for the reasons specified in paragraph 9.1 above ) any residual costs ( including redundancy payments ) will be contributed to by the Client .The Client's contribution will be limited to 20 per cent of the total residual costs.

**SCHEDULE 7**

**Authorisations**

**This Service Level Agreement is made between:**

**(1) Preston City Council of the Town Hall, Lancaster Road, Preston, PR1 2RL, (Provider)**

**and**

**(2) Fylde Council of the Town Hall, South Promenade, Lytham St. Annes, FY8 1LW, (Client),**

Lead officers for this Agreement:-

**Provider**

Adrian Robinson                      Assistant Director (Head of Revenues & Benefits)  
Tel: (01772) 906023 e-mail: [a.robinson@preston.gov.uk](mailto:a.robinson@preston.gov.uk)

**Not known at this stage**              Fraud Manager

**Client**

Tracy Morrison                      Director of Resources  
Tel: (01253) 658521 e-mail: [tracy.morrison@fylde.gov.uk](mailto:tracy.morrison@fylde.gov.uk)

The Common Seal of  
Preston City Council  
was hereunto affixed  
in the presence of :

Authorised Signatory

The Common Seal of  
Fylde Borough Council  
Was affixed in the  
Presence of :

Authorised Signatory

DRAFT

# REPORT

REPORT OF	MEETING	DATE	ITEM
RESOURCES DIRECTORATE	CABINET	25 MARCH 2015	12

## UNIVERSAL CREDIT UPDATE

### PUBLIC ITEM

This item is for consideration in the public part of the meeting.

### SUMMARY

This report outlines the details of the current implementation programme for Universal Credit provided by the Department for Work and Pensions (DWP) and is seeking authority to extend the existing delivery partnership agreement from the 1st April 2015 for a further 12months.

### RECOMMENDATIONS

Cabinet is recommended to:

1. Note the current progress of the roll out for Universal Credit;
2. Approve the negotiation with the Department of Work and Pensions of a Delivery Partnership Agreement to run from 1st April 2015 to 31st March 2016 in respect of a number of ancillary services relating to the roll-out of Universal Credit, as detailed within this report;
3. Note that a further report will be presented to Members prior to the finalisation of any further agreement beyond 31st March 2016 in relation to services provided in support of the Universal Credit programme.

### CABINET PORTFOLIO

This item falls within the following cabinet portfolio(s):

Finance and Resources

-

Councillor Karen Buckley

### CORPORATE PRIORITIES

To Promote the Enhancement of The Natural & Built Environment ( <b>Place</b> )	√	To Encourage Cohesive Communities ( <b>People</b> )	√
To Promote a Thriving Economy ( <b>Prosperity</b> )	√	To Meet Expectations of our Customers ( <b>Performance</b> )	√

## SUMMARY OF PREVIOUS DECISIONS

Cabinet 24th September 2014

1. To approve that a Delivery Partnership Agreement running from 3rd November 2014 (start date subject to confirmation from the DWP) to 31st March 2015 is entered into with the Department of Work and Pensions to deliver a number of ancillary services relating to the roll-out of Universal Credit, as detailed within the report.
2. Note that a further report will be presented prior to the commencement of any further agreement beyond 31st March 2015, which will provide commentary on the ability of the council and its partners to continue to provide such services going forward.

## REPORT

### 1. Background

1.1 Universal Credit is the Government's flagship welfare reform. Its aim is to merge all the current different benefits and tax credits etc. into one monthly payment that will make work pay.

1.2 Universal Credit will eventually replace:

- Income-based Jobseeker's Allowance
- Income-related Employment and Support Allowance
- Income Support
- Working Tax Credit
- Child Tax Credit
- Housing Benefit

1.3 Applications for Universal Credit may only be made online. Universal Credit is available to people who are in work and earn a low income, as well as to those who are out of work.

1.4 Universal Credit is administered as one monthly payment, paid in arrears, into a claimant's bank or building society account. In most cases Universal Credit claimants will have to pay their rent and housing costs direct to their landlord.

### 2. Current Position

2.1 Universal Credit has now been introduced in across the North West. Fylde Council has been live since November 2014. Table 1 shows the number of claimants receiving Universal Credit in Fylde.

**Table 1 –Universal Credit Work Volumes November 2014 to January 2015**

Service / Month	Nov	Dec	Jan
Number of claimants receiving Universal Credit in Fylde	0	63	91

2.2 From 2<sup>nd</sup> March 2015 Universal Credit is available to families in Fylde.

### 3. DWP Delivery Partnership Agreement

3.1 The DWP have provided us with estimates of the number of cases that we are likely to deal with between 1st April 2015 and 31 March 2016. Table 2 outlines the initial estimates based on data from the DWP.

**Table 2 – Initial Funding Estimates April 2015 to March 2016**

<b>DPA Costs</b>	<b>Volume Assumptions to March 2016</b>	<b>Payment Basis</b>	<b>Maximum cost to 31<sup>st</sup> March 2016 £s</b>
On-line Supported Access	12 per month	Volumes	3,000
PBS	9 per month	Volumes	8,900
PBS Complex	3 per month	Volumes	0
LCTRS Manual Processes	48 per month	Volumes	6,900
Support for UC Service Centre	50 per month	Reimburse agreed cost on a monthly basis	11,900
Management 1 <sup>st</sup> 6 Months		Reimburse agreed cost on a monthly basis	TBC
Management 2 <sup>nd</sup> 6 Months		Reimburse agreed cost on a monthly basis	TBC
One off costs (if applicable)		Agree which costs are reasonable and proportionate, not capital, novel or contentious nor paid in advance.	TBC
<b>Total (excluding VAT)</b>			<b>30,700</b>

3.2 The DWP have provided the Council with a draft Delivery Partnership Agreement. The purpose of the agreement is to set out the relationship between DWP and the Council in supporting the roll out of Universal Credit.

3.3 The DWP estimates management cost reducing from 0.50 full time equivalent (fte) to 0.25 fte over the next 12 months as Universal Credit becomes embedded. This is something that will be negotiated at a local level between Fylde Council, the Revenue and Benefits Shared Service and the DWP.

3.4 The agreement describes the commitments made by both DWP and the Council in relation to the delivery of Universal Credit support, including the funding arrangement, the management information required by DWP, governance arrangements, and the Service Provision to be delivered by DWP and the Council. The service provision the Council is expected to deliver



(between the Revenues and Benefits Shared Service and Fylde Council Customer Services staff) is described as follows:

- Provide support to the DWP UC Service Centre staff around housing costs in relation to universal credit that may arise
- Support for claimants to get on-line and stay on-line
- Manual processing for Local Council Tax Support Scheme
- Support for claimants with complex needs and in particular those who require personal budgeting support
- Work with Universal Credit Programme in preparing landlords
- Comply with agreed invoicing arrangements, including the provision of Management Information

3.5 As this is a new burden on local authorities, the DWP have committed to providing funding to enable Fylde Council to provide these services to 31st March 2016. The Council will negotiate with DWP to agree the level of funding provided to meet the specification of services provided in the Delivery Partnership Agreement. DWP have proposed a model for calculating funding which is based on estimated claimant volumes and assumed levels of support needed, and an estimate of the volume of housing and Local Council Tax Support Scheme processes required. Average salaries have then been used to estimate costs.

3.6 Although DWP has not proposed to reduce the Housing Benefit Administration Grant there is a risk that the grant could be reduced in future years as a result of the reduced volume of Housing Benefit processing. However, as the Revenues and Benefits team will continue to process Local Council Tax Support Scheme applications, and there are some new responsibilities emerging from the Delivery Partnership Agreement there may not be an overall reduction in the resources required in the team. The next round of negotiation for funding will include provision for these processes. However the availability and level of funding in subsequent years is uncertain at this stage.

#### 4. Summary

4.1 Universal Credit will continue to be expanded using a ‘test and learn’ approach across Fylde.

4.2 Officers have been in discussions with DWP staff to agree the key elements of the support that will be required for UC claimants, and in the negotiation of the Delivery Partnership Agreement (covering the period 1st April 2015 and 31st March 2016) which sets out the relationship between DWP and the Council in supporting the roll-out of Universal Credit.

4.3 The cost of providing these services will be reimbursed to the Council by the DWP.

IMPLICATIONS	
Finance	There are no additional financial implications to the Council as a result of the recommendations in this report. The basis of the negotiations with the DWP will be that any costs incurred in delivering the additional services as described in the report will be reimbursed in full to Fylde Council by the DWP.

Legal	<p>Data sharing arrangements will need to be formalised between DWP and the Council and between the Council and other providers of services.</p> <p>When DWP refers a claimant to the Council for personal budgeting support the Council will need to ensure that processes are implemented which will enable the claimant's information to be shared with other providers. The providers will also need to share information about the claimant and the outcomes of the personal budgeting support with the Council, who will in turn share the information with DWP.</p>
Community Safety	None arising directly from this report
Human Rights and Equalities	<p>There are no equality/community issues arising from this report. An Equality Impact</p> <p>Assessment has not been undertaken by the Local Authority as the implementation of Universal Credit is a DWP initiative. DWP have produced an Equality Impact Assessment which is available online at <a href="http://www.gov.uk">www.gov.uk</a>.</p>
Sustainability and Environmental Impact	None arising directly from this report
Health & Safety and Risk Management	There are no additional H&S or Risk implications to the Council as a result of the recommendations in this report.

LEAD AUTHOR	TEL	DATE	DOC ID
Andy Cain	01253 658450	20/2/2015	

LIST OF BACKGROUND PAPERS		
Name of document	Date	Where available for inspection
Universal Credit local support services framework	Updated 2 August 2013	<a href="https://www.gov.uk/government/publications/universal-credit-local-support-services-framework">https://www.gov.uk/government/publications/universal-credit-local-support-services-framework</a>
Minutes of 24/09/14 Cabinet	24/09/14	<a href="http://www.fylde.gov.uk/meetings/details/1188">http://www.fylde.gov.uk/meetings/details/1188</a>

# REPORT



REPORT OF	MEETING	DATE	ITEM
RESOURCES DIRECTORATE - FOR THE CHAIRMAN OF THE MEMBER DEVELOPMENT STEERING GROUP	CABINET	25 MARCH 2015	13

## ELECTED MEMBER ROLE DESCRIPTIONS

### PUBLIC ITEM

This item is for consideration in the public part of the meeting.

### SUMMARY

To seek comments on the proposed draft role descriptions for elected members. The role description for Leader of the Council was recently approved by Full Council. To complement this and to meet the on-going requirements of the North West Charter for Elected Member Development and 2015 Induction preparations, a full version of the elected member role descriptions framework is attached for consideration and approval. This was recently considered and recommended for approval by the Member Development Steering Group.

### RECOMMENDATION

To approve the proposed role descriptions for elected members as set out in the attached appendix.

### CABINET PORTFOLIO

This item falls within the following cabinet portfolio(s):

Customer and Operational Services - Councillor Albert Pounder

### CORPORATE PRIORITIES

To Promote the Enhancement of The Natural & Built Environment ( <b>Place</b> )		To Encourage Cohesive Communities ( <b>People</b> )	✓
To Promote a Thriving Economy ( <b>Prosperity</b> )		To Meet Expectations of our Customers ( <b>Performance</b> )	✓

**SUMMARY OF PREVIOUS DECISIONS**

None

**REPORT**

1. Role descriptions for elected members are an increasingly common feature in the democratic framework in local authorities and are seen as an essential component of a robust member development programme. As such, role descriptions will be important to the North West Employers on-going accreditation process.
2. Many elected member roles will change as the council moves to a committee system of governance later this year, but remain multi-faceted. Members of the council are responsible to their electorate as: representatives of a particular ward area, decision makers for the Borough, policy makers for the Council, regulators of planning, licensing and governance other matters required by government and as community leaders. Developing a framework for role description will promote understanding of the Councillor's role improving transparency and accountability.
3. The role description can inform a training and development programme, each councillor will be given the opportunity to identify training and development needs, based on (but not limited to) the demands of the role as set out in the role description. This will form the basis for a development programme to ensure that each councillor is provided with the appropriate support to carry out the role.
4. A series of role descriptions for elected members have been drafted for consideration. This document has been considered by the Member Development Steering Group and recommended for approval. The proposed role descriptions are not intended to be prescriptive, either in terms of defining members' involvement or the training that might be available. Members will be asked to identify areas in which they would welcome additional training, such as planning and licensing issues etc, and this will be provided as part of the personal development plan process.

IMPLICATIONS	
Finance	None arising directly from this report
Legal	None arising directly from this report
Community Safety	None arising directly from this report
Human Rights and Equalities	None arising directly from this report
Sustainability and Environmental Impact	None arising directly from this report
Health & Safety and Risk Management	None arising directly from this report

REPORT AUTHOR	TEL	DATE	DOC ID
Lyndsey Lacey	01253 658423	February 2015	CFSC Recs

**LIST OF BACKGROUND PAPERS**

Name of document	Date	Where available for inspection
MDSG Mins Governance Working Group Council minutes	30 October 2014 3 November 2014 1 December 2014	<a href="http://www.fylde.gov.uk">www.fylde.gov.uk</a>

Attached documents

Appendix 1 - Elected Member Role descriptions

**LEADER OF THE COUNCIL**

- To act as principal spokesman for the Council.
- To take political responsibility for proposing and directing corporate strategy, the budget, and policy.
- To facilitate effective communication with all those engaged in the decision making process of the Council and provide feedback to all members, with suggestions for effective communication and information sharing such as via a weekly email update; group leaders briefing or statement at each Council.
- To work effectively with the Chair on each of the Council's Committees.
- To promote the democratic working of the Council, in accordance with the Council's Constitution with due regard for any statutory provisions set out in legislation.
- To promote and uphold the 10 principles of public life in the Code of Conduct for Members.
- As the principal community leader, promote the Council's vision for Fylde and lead the Council and its partners to achieve that vision.

**DEPUTY LEADER OF THE COUNCIL**

- To support and deputise for the Leader in his or her absence and undertake the above mentioned duties set out in the role profile for the Leader of the Council.

**LEADER OF THE OPPOSITION**

- To act as principal spokesperson and political figurehead for the Opposition Group within the Council.
- To provide leadership in the constructive challenge of the Council's overall strategy, budget and policy arrangements.
- To have a positive and effective working relationship with the Leader of the Council and other Group Leaders.
- To establish and represent the views of the Group on issues of policy and priority
- To promote and uphold the 10 principles of public life in the Code of Conduct for Members.

**ELECTED MEMBER/WARD COUNCILLOR**

*(As detailed in the Constitution)*

All Councillors will:

- Collectively be the ultimate policy-makers and carry out a number of strategic and corporate management functions;
- Represent their communities and bring their views in the Council's decision-making process, i.e. become the advocates of and for their communities;
- Deal with individual casework and act as advocates for constituents in resolving particular concerns or grievances;

- Balance different interests identified within the ward and represent the ward as a whole;
- Be involved in decision-making;
- Be available to represent the Council on other bodies;
- Maintain the highest standards of conduct and ethics which promote and;
- Receive training and development to assist them in their role.

#### **CHAIRMAN OF PROGRAMME COMMITTEES**

*(This role profile identifies responsibilities specific to the role of the Chairman and should be read in conjunction with the role profile of ward Councillor)*

- To chair meetings of the relevant programme committee and ensure that the meeting is undertaken in line with the Council's Standing Orders relating to the Conduct of Meetings, Scheme of Delegation to Committees, Code of Conduct, financial regulations, council policies and relevant legislation.
- To provide leadership and direction in relation to the vision and priorities for the Council, budgets, strategies and service delivery within the specific areas of the committee's responsibility;
- To ensure confident and effective management of meetings to facilitate inclusivity, participation, integrity, impartiality and clear decision making and that the process operates fairly and openly
- To receive and respond to professional advice in the conduct of meetings and work with officers to enable efficient and effective decision making.
- To hold pre meeting briefings with the Vice-Chairman and officers in advance of the main Programme Committee
- To receive and manage questions from members of the public under the public platform arrangements.
- To promote and uphold the 10 principles of public life in the Code of Conduct for Members

#### **VICE-CHAIRMAN OF THE PROGRAMME COMMITTEES**

To support and deputise for the Chairman in his/her roles and responsibilities

#### **CHAIRMAN OF THE REGULATORY COMMITTEES**

*(This role profile identifies responsibilities specific to the role of the Chairman and should be read in conjunction with the role profile of ward Councillor)*

- To chair meetings of the relevant committee and ensure that the meeting is undertaken in line with the Council's Standing Orders relating to the Conduct of Meetings, Scheme of Delegation to Committees, Code of Conduct, financial regulations, council policies/protocols and relevant legislation ensuring that all decisions are valid.
- To provide leadership and direction in relation to the political vision and priorities for the Council, budgets, strategies and service delivery within the specific areas of the committee's responsibility;

- To provide confident and effective management of meetings to facilitate inclusivity, participation, integrity, impartiality and clear decision making ensuring that the process operates fairly and openly
- To receive and respond to professional advice in the conduct of meetings and work with officers to enable efficient and effective decision making
- To receive on-going training relevant to the work of the committee in order to have an understanding of the Constitutional requirements and up to date knowledge of all the relevant legislation/regulations, case law and policies (where appropriate) and relevant processes and procedures.
- To hold pre-meetings/briefings with the Vice-Chairman and officers (where appropriate)
- To receive and manage questions from members of the public under the public engagement arrangements relevant to the committee
- To receive on-going training relevant to the work of the committee in line with the Constitutional requirements.
- To promote and uphold the 10 principles of public life in the Code of Conduct for Members

**VICE-CHAIRMAN OF THE REGULATORY COMMITTEES**

To support and deputise for the Chairman in his/her roles and responsibilities

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