

Public Document Pack



Executive Board Sub Committee

Thursday, 8 July 2010 11.30 a.m.
Marketing Suite, Municipal Building

A handwritten signature in black ink, appearing to read 'David W R'.

Chief Executive

ITEMS TO BE DEALT WITH IN THE PRESENCE OF THE PRESS AND PUBLIC

PART 1

Item	Page No
1. MINUTES	
2. DECLARATION OF INTEREST	
Members are reminded of their responsibility to declare any personal or personal and prejudicial interest which they have in any item of business on the agenda no later than when that item is reached and, with personal and prejudicial interests (subject to certain exceptions in the Code of Conduct for Members), to leave the meeting prior to discussion and voting on the item.	
3. RESOURCES PORTFOLIO	
(A) 2009/10 FINANCIAL OUTTURN	1 - 6
4. NEIGHBOURHOOD, LEISURE AND SPORT PORTFOLIO	

*Please contact Gill Ferguson on 0151 471 7395 or e-mail gill.ferguson@halton.gov.uk for further information.
The next meeting of the Committee is on Thursday, 22 July 2010*

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In accordance with the Health and Safety at Work Act the Council is required to notify those attending meetings of the fire evacuation procedures. A copy has previously been circulated to Members and instructions are located in all rooms within the Civic block.

REPORT TO: Executive Board Sub Committee
DATE: 8th July 2010
REPORTING OFFICER: Operational Director – Finance
SUBJECT: 2009/10 Financial Outturn

1.0 PURPOSE OF REPORT

1.1 To report the final revenue and capital spending position for 2009/10.

2.0 RECOMMENDED: That the report be noted.

3.0 SUPPORTING INFORMATION

Revenue Spending

- 3.1 The final accounts for 2009/10 are now complete and the revenue spending position for each Department, subject to external audit, is shown in Appendix 1.
- 3.2 The Council has closely monitored and controlled its spending throughout the year such that total spending was £489,000 below budget for the year (compared to £281,000 in the previous year). However, in setting the budget a contribution of £350,000 was planned from General Balances to support the revenue budget and during the year additional Government grant income (Local Authority Business Growth Incentive) of £115,000 was received. As a result the Council's General Balances now stand at £7,175,000 an increase of £254,000 from the previous year.
- 3.3 Staffing expenditure was significantly below budget across the Council, as vacancies remained unfilled in anticipation of the Efficiency Review. However, the global "credit crunch" and economic downturn had an impact upon the Council's finances during the year. In particular, there were shortfalls totalling £1,727,000 in a number of areas of income detailed below. These have been taken into account when setting the 2010/11 budget. Within the overall net underspend the key budget variances were as follows;
- (i) Business Planning & Commissioning (£404,000 underspend):- this was mainly due to savings in the school transport budget from educating pupils with additional needs in mainstream schools within Halton and was taken account of in setting the 2010/11 budget.

- (ii) Universal & Learning Services (£304,000 underspend):- expenditure on staffing was significantly below budget due to a number of posts being vacant during the year, primarily within the Advisory Service and Psychology Service.
- (iii) Environment and Regulatory (£270,000 overspend):- as reported during the year this was primarily due to shortfalls in income in respect of planning fees (£452,000), building control fees (£200,000), trade waste (£238,000), and bulky and other waste (£189,000). These were taken account of in setting the 2010/11 budget. They were partly offset during the year by underspends on staffing budgets and reductions in waste disposal contract costs.
- (iv) Highways & Transportation (£355,000 underspend):- staffing expenditure was below budget due to recruitment difficulties and there have also been savings in respect of vehicle fleet management.
- (v) Legal, Organisation Development & HR (£370,000 overspend):- as reported during the year, this was due to the continuing shortfall in land charge income (£346,000) as a result of the slowdown in the property market. This has been taken into account in setting the 2010/11 budget.
- (vi) Policy and Performance (£189,000 underspend):- expenditure on staffing was significantly below budget due to a number of posts being held vacant during the year in anticipation of the Efficiency Review.
- (vii) ICT Services (£161,000 underspend):- this was primarily due to the generation of income from additional services provided to schools.
- (viii) Property Services (£68,000 overspend):- as reported during the year this was mainly due to shortfalls in income in respect of market rents (£176,000) and industrial estate rents (£126,000) which have been taken into account in setting the 2010/11 budget. These were partly offset by additional income from commercial rents and reduced energy contract costs.
- (ix) Exchequer & Customer Services (£226,000 underspend):- expenditure on staffing was significantly below budget due to a number of posts being held vacant during the year in anticipation of the Efficiency Review, particularly within Revenues and Benefits, Creditors and Halton Direct Link.

- (x) Financial Arrangements (£1,728,000 overspend):- expenditure on capital financing and borrowing costs was below budget and investment income was higher than anticipated. The latter was due to having secured advantageous fixed rates on a number of investments for up to three years. These have in the main now come to an end and therefore investment income is likely to be in line with budget for 2010/11. The Council has received 816 equal pay claims for which settlement offers have been made to a number of claimants. The future liability for the remaining claims is difficult to estimate and therefore a further contribution has been made to the equal pay reserve which was £2.5m and is now £4.0m in total.
- (xi) Adult Services (£210,000 underspend):- expenditure on staffing was below budget in the main due to difficulties recruiting to some posts.
- (xii) Older People (£1,130,000 underspend):- this has mainly resulted from lower than anticipated community care costs, particularly in respect of relatively high cost residential and nursing care, as service users continue to be supported at home using home care and telecare services. In addition, staffing expenditure has been below budget due to difficulties in recruiting to posts during the year.

School Balances

- 3.4 School balances have reduced by £0.7m to £7.6m in total. This is made up from balances on Individual School Budgets (£3.4m) and Standards Fund grant (£4.2m). There is also £1.9m of unspent schools related funding held centrally which will carry forward to 2010/11. In addition, there is £2.4m of unspent Standards Fund grant held centrally, which along with the unspent Schools Standards Fund grant (£4.2m) must all be spent by 31st August 2010.

Capital Spending

- 3.5 Appendix 2 presents a summary of spending against the 2009/10 Capital Programme. Capital spending totalled £33.2m, which is £8.5m below the revised capital programme of £41.7m.
- 3.6 This represents 80% delivery of the revised capital programme for which 20% slippage had been anticipated throughout the year. The main areas of significant slippage were in respect of Mersey Gateway advance land acquisitions, Widnes Waterfront and Bridge Maintenance.

4.0 POLICY AND OTHER IMPLICATIONS

4.1 There are none.

5.0 RISK ANALYSIS

5.1 There are no risks associated with this report.

6.0 EQUALITY AND DIVERSITY ISSUES

6.1 There are none.

**7.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D
OF THE LOCAL GOVERNMENT ACT 1972**

There are no background papers under the meaning of the Act.

APPENDIX 1

2009-10 Revenue Expenditure

	Budget	Actual Expenditure	Variance (overspend)
	£'000	£'000	£'000
Specialist Services	13,959	13,912	47
Business Planning & Commissioning	2,626	2,222	404
Universal & Learning Services	4,207	3,903	304
Preventative Services	6,439	6,344	95
Schools	80,762	80,762	0
Direct Schools Grant	-80,762	-80,762	0
Children and Young People Directorate	27,231	26,381	850
Environment & Regulatory	12,760	13,030	(270)
Highways & Transportation	14,431	14,076	355
Major Projects	668	722	(54)
Regeneration	1,556	1,576	(20)
Stadium	1,662	1,698	(36)
Domestic Services	760	805	(45)
Environment Directorate	31,837	31,907	(70)
Legal, Organisation Development & HR	3,047	3,417	(370)
Policy & Performance	2,635	2,446	189
Exchequer & Customer Services	4,788	4,562	226
Financial Services	53	26	27
ICT Services	98	-63	161
Property Services	-988	-920	(68)
Financial Arrangements	-7,874	-6,146	(1,728)
Corporate and Policy Directorate	1,759	3,322	(1,563)
Culture & Leisure Services	13,463	13,453	10
Adult Services	14,625	14,415	210
Health & Partnerships	2,837	2,915	(78)
Older People	13,716	12,586	1,130
Health and Community Directorate	44,641	43,369	1,272
	105,468	104,979	489

APPENDIX 2

2009-10 Capital Expenditure

	Revised Allocation	Actual Expenditure	Variance (overspend)
	£'000	£'000	£'000
Children & Young People Directorate			
Preventative Services	6,388	4,649	1,739
Sub Total	6,388	4,649	1,739
Environment Directorate			
Highways & Transportation	21,221	18,147	3,074
Environmental & Regulatory	1,374	838	536
Stadium	30	39	(9)
Major Projects	6,367	4,792	1,575
Sub Total	28,992	23,816	5,176
Health & Community Directorate			
Culture & Leisure	1,624	828	796
Housing Strategy	2,032	1,498	534
Adult Services	62	71	(9)
Older People	293	191	102
Health & Partnerships	78	25	53
Sub Total	4,089	2,613	1,476
Corporate & Policy Directorate			
ICT Services	1,549	1,399	150
Property Services	649	731	(82)
Sub Total	2,198	2,130	68
	41,667	33,208	8,459

REPORT TO: Executive Board Sub Committee

DATE: 8th July 2010

REPORTING OFFICER: Strategic Director – Environment and Economy

SUBJECT: Widnes Waterfront, Arts Project Contract

WARDS: Halton View

1.0 PURPOSE OF THE REPORT

- 1.1 To inform the Board in accordance with Standing Orders Relating to Finance 5.1.5. of an increase in expenditure on the Widnes Waterfront Arts Project contract, estimated to be 20%.

2.0 RECOMMENDATION: That this report is accepted.

3.0 SUPPORTING INFORMATION

- 3.1 The Widnes Waterfront Arts Project was the construction of a significant piece of artwork known as the 'Future Flower' and is located at Widnes Waterfront. The Northwest Development Agency (NWDA) funding for the project was approved in principle by the Urban Renewal SSP, subject to the final NWDA project appraisal, on 21st April, 2009.
- 3.2 Funding for the project was subsequently secured from the NWDA as part of the 2009-2010 Widnes Waterfront Performance Plan. The tender process for design work was based on cost estimates provided by external consultants with experience in the foundation construction and the fabrication of public art. The deadline for tender submission was 5th August, 2009 and the Letter of Intent was issued for the winning tender on 9th November 2009.
- 3.3 Following the tender process, the contract for the fabrication and construction of the Widnes Future Flower was awarded to Cheetham Hill Construction (CHC) for the agreed tender sum of £125,800.56.
- 3.4 Since the tender process, it has been necessary for the contractor to include a further two items of work not originally budgeted for due to a lack of information at the time of tendering. These were:-

Re-inforcement of a footbridge, which formed part of the access route to the site – works included traffic management, provision of re-inforcement materials and construction of a temporary diversion route. The Council had no up-to-date records of allowable bridge loads and the decision was therefore taken to err on the side of caution and to ask the

Contractor to reinforce the bridge to ensure it could take the weight of the construction traffic.

Cost: £6,954.00

Construction of a maintenance track to and around the base of the Future Flower from the existing footpath. This incorporates an 'ecoblock' surface to maintain the natural look of the area surrounding the Flower. This track is necessary to allow quick and easy access for the Council's Open Spaces and Street Lighting maintenance teams, which will be responsible for future maintenance. Originally the architect had assumed that the Council would be able to access inspection machinery which wouldn't require a hard standing to operate in a safe manor. However, the Council felt that a 24/7 access track around the Flower base would help to minimise future maintenance costs as it would not need to hire in costly specialised machinery.

Cost: £19,142.42

- 3.5 These additional costs amount to £26,096.42, approximately 20% above the original tender costs. This cost has been funded using the original NWDA funding contingency sum of £15,199, together with £10,897.42 from the existing allocation of Widnes Waterfront Capital funding.

4.0 POLICY IMPLICATIONS

- 4.1 None

5.0 FINANCIAL IMPLICATIONS

- 5.1 The current over-spend of approximately £26,000 has been met from within the NWDA funding allocation for the Arts Project and Widnes Waterfront Capital funding.

6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

- 6.1 None.

7.0 RISK ANALYSIS

- 7.1 The additional items were necessary to achieve a safe, high quality scheme within the required timeframe. Not carrying out any of these items would have compromised one or more of these factors.

8.0 EQUALITY AND DIVERSITY ISSUES

- 8.1 None.

9.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972

Document	Place of Inspection	Contact Officer
Various Files	Business Development and Regional Affairs Division	Sarah Munikwa

REPORT TO: Executive Board Sub Committee
DATE: 8 July 2010
REPORTING OFFICER: Strategic Director – Adults & Community
SUBJECT: Acceptance of Pantomime Tender
WARD(S) Borough-wide

1.0 PURPOSE OF THE REPORT

1.1 To report the results of the tendering process for the seasonal pantomime at The Brindley 2010/11.

2.0 RECOMMENDATION:

That Members of the Executive Board Sub Committee approve the following recommendations:

- 1 The contract is awarded to New Pantomime Productions Ltd. for the sum of £84,000;**
- 2. The tendering process to provide pantomimes at The Brindley, for up to three years, from 2011–14 is started with immediate effect.**

3.0 SUPPORTING INFORMATION

3.1 In March 2010 an advertisement was placed for expressions of interest in providing the seasonal pantomime at The Brindley to run from December 2010 to January 2011.

3.2 From this advertisement seven pre qualification questionnaires were returned. Of these two were from organisations who were not production companies. Two other applicants had no experience of producing pantomimes. Of the remaining three applicants two companies failed the financial checks and were therefore disqualified from tendering. As such, this left New Pantomimes Production Ltd the only company meeting the criteria.

3.3 The seasonal pantomime is the largest and most popular production staged at The Brindley. It attracts The Brindley's biggest audience and covers costs through ticket sales and bar/catering income. In order to ensure that a pantomime takes place this year it was decided to invite the remaining company to tender. To provide a cost comparison and be confident that value for money was being achieved two other comparator's were used: -

- The cost of last year's pantomime that had the same number of performances. In this case the tender submitted is some £6,000 lower than the cost of the previous year's production.
- Two writers/performance directors were invited to submit a proposal to stage a pantomime as a joint production with The Brindley. The initial cost estimate was £116,350. This figure was later reduced but was still higher than the tendered figure. Discussions failed to secure a fixed price.

3.4 The process of achieving comparisons was discussed with legal services. Given the imperative to provide a pantomime this year the course of action undertaken was seen as a pragmatic solution to ensure that the tender was competitive and provided value for money.

4.0 **POLICY IMPLICATIONS**

4.1 None.

5.0 **OTHER IMPLICATIONS**

5.1 None.

6.0 **IMPLICATIONS FOR THE COUNCIL'S PRIORITIES**

6.1 **Children & Young People in Halton**

None identified.

6.2 **Employment, Learning & Skills in Halton**

None identified.

6.3 **A Healthy Halton**

None identified.

6.4 **A Safer Halton**

None identified.

6.5 **Halton's Urban Renewal**

None identified.

7.0 **RISK ANALYSIS**

7.1 The staging of a pantomime production requires a long lead in time. The process was seen through on the original timetable to ensure a pantomime could be staged this year.

8.0 **EQUALITY AND DIVERSITY ISSUES**

8.1

9.0 **LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF
THE LOCAL GOVERNMENT ACT 1972**

None under the meaning of the Act.

REPORT TO: Executive Board Sub Committee

DATE: 8 July 2010

REPORTING OFFICER: Strategic Director – Resources

SUBJECT: Contract extension for the design, print and supply of the Council's civic magazine

WARD(S) Borough-wide

1.0 **PURPOSE OF THE REPORT**

1.1 To request the waiving of procurement standing orders 3.1 to 3.7 which places a requirement on the Council to tender for contracts with a value greater than £50,000 but not exceeding £1,000,000.

2.0 **RECOMMENDATIONS:**

- i) **In the exceptional circumstances set out below, for the purposes of standing order 1.6, procurement standing orders 3.1- 3.8 be waived in order for the existing contractual arrangements to be extended until 31st December 2010. During the period of extension, the Council will complete a competitive tendering exercise for the design, print and supply of the Council's civic magazine.**
- ii) **Delegated powers be approved to enable the Strategic Director Resources, subject to an evaluation of value for money in a tender process, to award a contract to an external provider inclusive of the provision of management and administration.**

3.0 **SUPPORTING INFORMATION**

3.1 The Council provides a free 32-page magazine to all Halton's residents four times a year to keep them informed of news and events relating to the Council and its partners.

3.2 This report seeks approval to extend the existing contractual arrangements which are due to end on 30th September 2010 until 31st December 2010 and to commence a competitive tendering exercise for this service with a view to awarding a new contract from 1st January 2011, with the first edition produced in March 2011.

3.3 The proposed tender process will enable the Council to procure a quality magazine at a competitive price.

3.3 An extension of the existing contract will enable the current provider to complete the year cycle for the magazine and ensure a seamless transition to any potential new provider.

3.4 It is proposed that the new contract will last for a period of 3 years and will offer an option to extend beyond that for 1 plus 1 years, subject to specified outcomes being delivered and specified targets being met.

4.0 **POLICY IMPLICATIONS**

4.1 None identified.

5.0 **IMPLICATIONS FOR THE COUNCIL'S PRIORITIES**

5.1 **Children and Young People in Halton**

None identified

5.2 **Employment, Learning & Skills in Halton**

None identified

5.3 **A Healthy Halton**

None identified

5.4 **A Safer Halton**

None Identified

5.5 **Halton's Urban Renewal**

None identified.

6.0 **RISK ANALYSIS**

6.1 None identified.

7.0 **EQUALITY AND DIVERSITY ISSUES**

7.1 Any provider of services will be rigorously tested against equality and diversity through the procurement process and an EIA form will be completed.

8.0 **LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972**

8.1 None identified.

REPORT TO: Executive Board Sub-Committee

DATE: 8th July 2010

REPORTING OFFICER: Strategic Director – Environment and Economy

SUBJECT: Historic Environment Service Level Agreement

WARDS: Boroughwide

1.0 PURPOSE OF THE REPORT

1.1 The purpose of this report is to seek approval for a three-year renewal of the existing Service Level Agreement (SLA) between Halton Borough Council and Cheshire West and Chester Council in respect of historic environment services.

2.0 RECOMMENDATION: That

- 1) The Service Level Agreement between Halton Borough Council and Cheshire West and Chester Council for the provision of Historic Environment Services be renewed for a period of three years from 1st April 2010, to 31st March 2013; and**
- 2) Procurement Standing Order 4.1 be waived to allow Cheshire West and Chester Council to supply the services within the Historic Environment Service Level Agreement without the need for competitive tender.**

3.0 SUPPORTING INFORMATION

3.1 On 5th March 2009, the Executive Board Sub Committee resolved that the Service Level Agreement (SLA) for the provision of historic environment services be renewed for a period of one year from 1st April 2009, to 31st March 2010, at a cost of £14,335.36. The SLA was extended for one year only as at that time Cheshire Council was undergoing reorganisation.

3.2 It is now recommended that the SLA is renewed for a further period of three years (2010-13). The cost for year one of the SLA (2010-11) will be £14,693.74. The subsequent years will be subject to an adjustment for annual inflation. This will be reviewed at the end of each year. As the cost of the Historic Environment SLA exceeds £10,000, it should be noted that the Council's procedures for Standing Orders have not been complied with. In this case, the Council's Solicitor has agreed that the

three written quotations for the order are not required (see Procurement Standing Order 4.1).

- 3.3 There are several reasons as to why the Historic Environment SLA is an advantageous arrangement for Halton Borough Council. The SLA represents good value for money in terms of ensuring continual and permanent access to specialist advice on the historic environment. A private sector alternative would be significantly more expensive, and the appointment of a full time member of staff with the relevant qualifications and experience would also lead to a much greater cost for the Council.
- 3.4 Additionally, the SLA incorporates the development and maintenance of Halton's Historic Environment Record which is a requirement of Planning Policy Statement (PPS) 5: Planning for the Historic Environment.
- 3.5 Attached at Appendix A is the Historic Environment Service Agreement and Schedule, which details all of the services that would be provided within the renewed Historic Environment SLA. If the recommendation to approve the renewal of the SLA is given, the Council Solicitor and the Cheshire West and Chester Council Solicitor would formalise this Agreement and Schedule with an exchange of letters.
- 3.6 Appendix B is the summary report for Halton of the Historic Environment Service provided by Cheshire West and Chester Council for the period April to December 2009.

4.0 POLICY IMPLICATIONS

- 4.1 The SLA will ensure that the Council is able to comply with national Government policy and practice on the historic environment. This is especially relevant in light of the new Historic Environment PPS (PPS5) which replaces PPG15 (Planning for the Historic Environment) and PPG16 (Archaeology and Planning).
- 4.2 The Historic Environment SLA is also able to uphold the archaeology and historic environment based policies contained within the saved policies of the Halton Unitary Development Plan (UDP) and provide specialist advice in terms of progressing work on Halton's Local Development Framework (LDF) documents. This includes Development Plan Documents (DPDs) such as the Core Strategy, and Supplementary Planning Documents (SPDs), in addition to other conservation-based policy documents, such as Conservation Area Appraisals and Management Plans.

5.0 OTHER IMPLICATIONS

- 5.1 The continued provision of the Historic Environment SLA has cost implications for the Council. The cost for year one (2010-11) is £14,693.74. This would increase by inflation in years two (2011-12) and three (2012-13). This is considered to be a cost-effective solution to the provision of historic environment advice that is necessary for the effective delivery of planning services within the Council.

6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

6.1 Children and Young People in Halton

No implications envisaged.

6.2 Employment, Learning and Skills in Halton

No implications envisaged.

6.3 A Healthy Halton

No implications envisaged.

6.4 A Safer Halton

No implications envisaged.

6.5 Halton's Urban Renewal

The provision of high quality specialist advice on the historic environment is of significant importance to the Borough and in particular to its planning services. The Historic Environment SLA makes provision for expert advice to be given on planning applications and the progression of LDF documents, hence improving the Council's capabilities to deal with historic environment issues efficiently. This has an impact on the Borough's built environment, in particular parts of the Borough that are considered to be of historic interest, for example, archaeological sites, conservation areas, ancient monuments and listed buildings, ensuring that they are suitably protected and well maintained.

7.0 RISK ANALYSIS

- 7.1 No implications envisaged.

8.0 EQUALITY AND DIVERSITY ISSUES

- 8.1 No implications envisaged.

9.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972

Document	Place of Inspection	Contact Officer
Service Level Agreement between Halton Borough Council and Cheshire County Council for the provision of Historic Environment Services	Legal Services, Municipal Building	John Tully
Report to Executive Board Sub Committee of 14 th September 2004, "Continuation of Archaeology Service Level Agreement"	Development Control / Places, Economy and Transport, Rutland House, Halton Lea	Andrew Plant
Report to Executive Board Sub Committee of 16 th May 2005, "Extension of Existing Archaeology Service Level Agreement with Cheshire County Council to become Historic Environment SLA"	Development Control / Places, Economy and Transport, Rutland House, Halton Lea	Andrew Plant
Report to Executive Board Sub Committee of 5 th March 2009, "Historic Environment Service Level Agreement"	Development Control / Places, Economy and Transport, Rutland House, Halton Lea	Andrew Plant

APPENDIX A: Historic Environment Service Agreement & Schedule

DATED

CHESHIRE WEST AND CHESTER BOROUGH COUNCIL
and
HALTON BOROUGH COUNCIL

A G R E E M E N T

for the provision of an Historic Environment Service

for the period 1 April 2010 to 31 March 2013

S Goacher
County Solicitor
Cheshire West and Chester Borough Council
58 Nicholas Street
Chester
CH1 2NP

THIS AGREEMENT made the day of 2010

BETWEEN

1 PARTIES

CESHIRE WEST AND CHESTER BOROUGH COUNCIL of 58 Nicholas Street Chester CH1 2NP (“the Provider Council”) and HALTON BOROUGH COUNCIL of Municipal Buildings, Kingsway, Widnes, Cheshire WA8 7QF (“the Arranging Council”) (together known as “the Councils”)

2 RECITALS

Following Local Government Reorganisation which took effect in Cheshire on 1st April 1998 some services which were previously provided by Cheshire County Council in the Borough area became the responsibility of the Borough. A further review of local government took place with effect from 1st April 2009 and Cheshire West and Chester Borough Council and Cheshire East Borough Council took over the functions of the former County Council and district councils. To assist in the continuity of services to the public and to make the most effective use of the resources the Councils have agreed that for the contract period an historic environment advisory service shall be provided by the Provider Council on behalf of the Arranging Council pursuant to Sections 101, 102, 111,112 and 113 of the Local Government Act 1972, Sections 2,19 and 20 of the Local Government Act 2000 and the Local Authorities (Goods and Services) Act 1970 and any other relevant statutory power including the regulations made under these Acts.

3 DEFINITIONS

The following terms shall have the following meanings:-

- 3.1 “Authorised Persons” means the persons authorised to give and receive notices under this Agreement as set out in Schedule 7
- 3.2 “Equipment” means the property described in Schedule 2
- 3.3 “Payment” means the sums of money described in Schedule 5
- 3.4 “Premises” means the premises described in Schedule 3

- 3.5 “the Service” means the services described in Schedule 1
- 3.6 “Staff” mean the employees described in Schedule 4
- 3.7 “TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006
- 3.8 “Personal Data” means data defined as personal data in pursuance of the Data Protection Act 1998
- 3.9 “Intellectual Property Rights” means patents, rights, copyright, trade marks, trade names, goodwill, rights in actions, rights in computer software, database rights, rights in confidential information and any other intellectual rights
- 3.10 “Information Request” means a request under the Freedom of Information Act 2000 (“FOI Legislation”)
- 3.11 “Exempt Information” means any information relating to this Agreement which may fall within an exemption to disclosure under FOI Legislation

4 START DATE

The Start Date for the Service shall be 1 April 2010

5 CONTRACT PERIOD

The Service shall be provided from the Start Date until 31 March 2013 unless extended by the written agreement of the Parties

6 THE SERVICE

The Provider Council shall provide the Arranging Council in accordance with the detailed specification set out in Schedule 1 and recording obligations in Schedule 6. The Councils shall also comply with their respective obligations in accordance with Schedule 10.

7 EQUIPMENT

Any property (except land) including equipment plant transport and intellectual property to be made available by the Provider Council to the Arranging Council under this Agreement and the period and terms under which it shall be made available are set out

in part A of Schedule 2 and similarly any property to be made available under this Agreement by the Arranging Council to the Provider Council is set out in Part B of that Schedule

8 PREMISES

Any premises to be made available ancillary to this Agreement by the Provider Council to the Arranging Council as provided in part A of Schedule 3 and similarly any premises to be made available by the Arranging Council to the Provider Council is shown in part B of that Schedule but the terms under which such premises shall be made available shall be contained in separate Agreements save that the Councils shall allow access to their premises to personnel from the other Council for the purpose of performing and receiving the Services under this Agreement.

9 STAFF

The staff who shall provide the Service on behalf of the Provider Council to the Arranging Council under this Agreement are shown in Schedule 4 to this Agreement. The arrangements to be made for all such staff on the termination of the Agreement are described in Schedule 9. For the avoidance of doubt it is hereby agreed that where, on the termination of this Agreement, the Service is to be provided by a third party, then (unless otherwise stated in Schedule 9) the Provider Council and the Arranging Council will use their best endeavours to ensure that staff who have been employed to provide the Service under this Agreement shall transfer to the third party under "TUPE" provisions either by the operation of law or by specific agreement.

10 PAYMENT

The payment to be made by the Arranging Council to the Provider Council for the provision of the Service and for the Equipment set out in Clauses 6 and 7 above is defined in Schedule 5 together with the date of such payment and the consequences of any delay in or failure to make such payment. Any deductions to be made to such payment in respect of Equipment provided by the Arranging Council to the Provider

Council is also set out in this Schedule

11 MONITORING AND QUALITY CONTROL

Schedule 6 sets out those performance indicators which are not already contained in the specification in Schedule 1 and the arrangements for monitoring the performance of the provision of the Service and the consequences of any failure in such performance.

12 INDEMNITY

12.1 The Provider Council shall indemnify the Arranging Council against all actions claims and losses including legal fees and costs incurred in respect of personal injury (including injury resulting in death) loss of or damage to property caused or contributed to by the negligence of the Provider Council or its employees. Such indemnity shall apply to direct losses only.

12.2 The Arranging Council shall indemnify the Provider Council against all actions claims and losses (including legal fees and costs incurred) in respect of personal injury (including injury resulting in death) loss of or damage to property caused or contributed to by the negligence of the Arranging Council or its employees. Such indemnity shall apply to direct losses only.

13 INSURANCE

Each Party shall maintain adequate insurance to cover its obligations under this Agreement

14 ASSIGNMENT

Neither party may assign or sub-contract all or part of this Agreement

15 VARIATION

The Service may be varied by agreement at any time. All variations shall be recorded in writing and signed by the Authorised Person on behalf of each party and annexed to this Agreement

16 CONTRACT MANAGEMENT

The persons managing this Agreement on behalf of each party, the persons authorised to give and receive notices under this Agreement and the addresses to which notices shall be sent are

set out in Schedule 7.

17 PROVISION OF AND ACCESS TO INFORMATION

Each party shall keep adequate and comprehensive records of the Service Equipment Premises and any support services to enable each party to perform its obligations under this Agreement meet its statutory obligations and comply with any reasonable request (which for the avoidance of doubt shall not include requests for confidential information) from third parties. For these purposes such records shall be freely available to the parties to this Agreement. On the termination of the Agreement such records shall either be transferred from the Provider Council to the Arranging Council or vice versa as the case may be and the party retaining the records shall provide, for a reasonable period, free access to the other party to such records insofar as they relate to the period of the Agreement

18 TERMINATION OF THE AGREEMENT

18.1 This Agreement may be terminated by written notice:-

18.1.1 by the Arranging Council if the Provider Council fails to provide the Service in accordance with the standards set out in Schedules 1 and 10 and the procedure for remedying any such failure in performance in Clause 21 has been exhausted;

18.1.2 by the Provider Council if the Arranging Council fails to make the Payment described in Schedule 5 by the due date;.

18.1.3 by either Party if the other commits any material breach of this Agreement other than those referred to in 18.1.1 and 18.1.2 above and which in the case of a breach capable of being remedied has not been remedied within 30 days of a request to remedy the same

18.1.4 In accordance with Schedule 7 upon six months notice

18.2 Any termination of this Agreement pursuant to this Clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liability of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into

or continue in force on or after such termination

19 FORCE MAJEURE

Neither party is responsible for breaches of this Agreement caused by or attributable to Force Majeure

20 CONSEQUENCES OF TERMINATION

The consequences of the expiry of the Agreement at the end of the contract period or as a result of the termination of the Agreement in accordance with Clause 18 above shall be in respect of Staff Equipment Premises Records and Payment as set out respectively in Schedule 9.

On expiry or termination of this Agreement the Parties shall agree how to disaggregate information and any dispute shall be dealt with in accordance with Clause 21 hereof.

21 DISPUTES

21.1 The Councils shall use their best endeavours to resolve any dispute without recourse to litigation and in particular shall adhere to the following principles:

- any dispute shall not prejudice delivery of the Service
- freedom of exchange of information
- shared desired to avoid unnecessary costs and litigation
- shared commitment to settle disputes by negotiation or conciliation involving a third party

21.2 In the event of any dispute or difference between the Councils relating to this Agreement such dispute or difference shall be referred to the Authorised Persons. In the event that the dispute or difference remains unresolved the matter shall be referred to arbitration in accordance with Clause 21.3

21.3 If at any time any dispute or difference shall arise between the Councils or either of them which they are not able to resolve in accordance with Clause 21.1 and 21.2 the same shall be referred to and settled by a single arbitrator to be appointed by agreement by the Councils or in default of agreement nominated on the application of either Council by the President of the Law Society of England and Wales.

21.4 The parties shall bear their own costs arising from any dispute resolution or arbitration

22 LOCAL OMBUDSMAN

If any complaint relating to the Service is made to either Party the parties shall co-operate fully in dealing with such complaint and shall in particular co-operate in responding to any enquiries by the Local Government Ombudsman

23 RIGHTS CUMULATIVE AND WAIVER

All rights granted to either Party shall be cumulative and no exercise of any right or any delay neglect or forbearance on the part of either Party shall prejudice the exercise of any other right or be deemed to be a waiver

24 VALUE ADDED TAX

Each party issuing an invoice under this Agreement shall ensure that it meets the requirements for the time being of HM Customs and Excise in respect of Value Added Tax

25 NOTICES

25.1 Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to, or sent by pre-paid first class post to the recipient at the address stated in Schedule 7 (or such other address as may be notified in writing from time to time).

25.2 Service

Any such demand, notice or communication shall be deemed to have been duly served:

25.2.1 if delivered by hand, when left at the proper address for service and

25.2.2 if given or made by pre-paid first class post, two Business Days after being posted;

provided in each case that if the time of such deemed service is either after 4.00pm on a Business Day or on a day other than a Business Day, service shall be deemed to occur instead at 10.00am on the next following Business Day

26 INFORMATION AND CONFIDENTIALITY

26.1 The parties shall keep confidential all matters relating to this Agreement or the Intellectual Property Rights of the parties and shall use all reasonable endeavours to present their

employees and agents from making any disclosure to any person of any matter relating to the Agreement or Intellectual Property Rights of the parties.

- 26.2.1 Any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under this Agreement;
- 26.2.2 Any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;
- 26.2.3 Any disclosure to enable a determination to be made under Clause 21 (Disputes);
- 26.2.4 Any disclosure which is required by any law (including any order of a court of competent jurisdiction), any Parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law;
- 26.2.5 Any disclosure of information which is already lawfully in the possession of the receiving party prior to its disclosure by the disclosing party;
- 26.2.6 Any disclosure by a party to a department, office or agency of the Government;
- 26.2.7 Any disclosure for the purpose of the examination and certification of a party's accounts.

26.3 Where disclosure is permitted under clause 26.2, the recipient of the information shall be placed under the same obligation of confidentiality as that contained in this Agreement by the disclosing Council.

27 DATA PROTECTION

- 27.1 The parties shall at all times comply with the DPA, including maintaining a valid and up to date registration or notification under the DPA covering any data processing to be performed in connection with this Agreement and their responsibilities as data processors and/or data controllers.
- 27.2 The parties shall only undertake processing of Personal Data reasonably required in connection with the operation of this Agreement.
- 27.3 The parties shall not transfer any Personal Data to any country or territory outside the European Economic Area.

27.4 The parties shall not disclose Personal Data to any third parties other than:

27.4.1 in response to a data subject access request;

27.4.2 to employees and contractors to whom such disclosure is necessary in order to comply with their obligations under this Agreement; or

27.4.3 to the extent required to comply with a legal obligation

28 INTELLECTUAL PROPERTY

28.1 Any Intellectual Property Rights created during the discharge of the Service by the Provider Council on behalf of the Arranging Council shall vest jointly in the Councils and they shall be held in equal proportions on behalf of all of the parties to this agreement at the time they were created.

28.2 The Councils shall work to maximise and preserve the value of any Intellectual Property Rights and take reasonable steps to prevent the dilution of value through accidental or deliberate release of know-how, process or other related information to third parties.

28.3 The parties agree that in the event of termination of this Agreement or any Service Agreement created under this Agreement then any Intellectual Property Rights created under this Agreement shall be owned by the parties in equal proportions and each of the Councils shall have the ability to use any Intellectual Property Rights created under this Agreement or under the relevant Service Agreement in any continuing discharge of the service individually by the Councils in accordance with their statutory duties..

29 FREEDOM OF INFORMATION

29.1 The parties recognise that the Councils are public authorities as defined by FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of an Information Request.

29.2 The Councils shall assist each other in complying with their obligations under FOI Legislation, including but not limited to assistance without charge in gathering information to respond to an Information Request.

29.3 Any Council shall be entitled to disclose any information relating to this Agreement and the

Specified Functions in response to an Information Request, save that in respect of any Information Request which is in whole or part a request for Exempt Information:

29.3.1 the Council which receives the Information Request shall circulate the Information Request and shall discuss it with the other Councils

29.3.2 the Council which receives the Information Request shall in good faith consider any representations raised by other Councils when deciding whether to disclose Exempt Information; and

29.3.3 the Council which receives the Information Request shall not disclose any Exempt Information beyond the disclosure required by FOI Legislation without the consent of the Council or Councils to which it relates

29.4 The parties to this Agreement acknowledge and agree that any decision made by a Council which receives an Information Request as to whether to disclose information relating to this Agreement pursuant to FOI legislation is solely the decision of that Council. A Council will not be liable to any party to this Agreement for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to an Information Request

30 SEVERABILITY

30.1 If at any time any clause or part of a clause or schedule or appendix or part of a schedule or appendix to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:

30.1.1 that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement;

30.1.2 the parties shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the laws of that jurisdiction and so that the amended Agreement complies with the laws of that jurisdiction

31 RELATIONSHIP OF PARTIES

31.1 Each of the parties is an independent local authority and nothing contained in this Agreement

shall be construed to imply that there is any relationship between the parties of partnership or principal/agent or of employer/employee. No party shall have any right or authority to act on behalf of another party nor to bind another party by contract or otherwise except to the extent expressly permitted by the terms of this Agreement

32 THIRD PARTY RIGHTS

32.1 The parties agree that they do not intend that any third party which may benefit from this Agreement shall have any rights of enforcement under the terms of the Contracts (Rights of Third Parties) Act 1999

33 ENTIRE AGREEMENT

33.1 This Agreement and all documents referred to in this Agreement set forth the entire agreement between the parties with respect to the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the parties. Each party acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies are for breach of this Agreement, provided that this shall not exclude any liability which either party would otherwise have to the other in respect of any statements made fraudulently by or on behalf of it prior to the date of this Agreement

34 LAW OF AGREEMENT OF JURISDICTION

34.1 This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

SIGNED BY the parties on the date stated at the beginning of this Agreement

SIGNED BY THE PROVIDER AUTHORITY

Authorised Signatory

SIGNED BY THE ARRANGING AUTHORITY

Authorised Signatory

SCHEDULE 1

The Service

The Provider Council shall not enter into any commercial historic environment contract or undertake any historic environment consultancy within the area of the Arranging Council which might conflict with its obligations under the terms of this Agreement. Any services beyond those specified shall be subject to separate negotiation and agreement. For the avoidance of doubt all legal advice and action in relation to planning appeals and inquiries and generally shall be undertaken by the Arranging Council.

The Service will consist of:

1. Built historic environment planning advice:
 - Advising on listed building and conservation area applications and planning applications affecting listed buildings and conservation areas, including pre-application discussions
 - Providing conservation and design advice for listed buildings and conservation areas
 - Providing enforcement advice for listed buildings and conservation areas
2. Archaeology planning advice:
 - Advising on the archaeological implications of development and regeneration initiatives, including pre-application discussions
 - Providing briefs for archaeological work, monitoring fieldwork and post-excavation work
 - Advising on archaeological legislation, policy and heritage SPD
 - Advising on site management and the borough's archaeological assets
3. Historic Environment Record
 - Developing and maintaining the record in line with national guidance and standards to inform all policy and development control decisions;
 - Responding to HER enquiries, including planning and development-related enquiries and land management enquiries (eg Environmental Stewardship, Woodland Grant Schemes and Hedgerow Regulations, as per national agreements)
 - Providing information to the local and wider community for education, leisure and tourism for the understanding and enjoyment of the historic environment

Work will be carried out under the following themes. All work will be carried out in line with national guidance and standards to ensure compliance with statutory requirements

Theme 1: Understanding and Recording

Objective

To develop and maintain a comprehensive public information resource – the Cheshire Historic Environment Record (HER) - which conforms to national standards and benchmarks, to inform all policy and development control decisions and for the understanding and enjoyment of the historic environment.

Procedures

- Maintain and enhance the HER and related archives and manage its development as a comprehensive, holistic record..
- Maintain and enhance the Cheshire Historic Towns Survey data as part of the HER.
- Maintain and enhance the Cheshire Historic Landscape Characterisation data as part of the HER.
- Manage and enhance the HER to ensure that it conforms to national standards and benchmarks.
- Respond to consultations and facilitate access to the HER for planning and development-related enquiries.
- Respond to consultations and facilitate access to the HER for land management enquiries, as per national agreements (eg Environmental Stewardship, Woodland Grant Scheme, and Hedgerow Regulations) and works by statutory agencies and public utilities.
- Seek local, regional and national funding as appropriate to enhance and increase access to the HER.
- Participate as appropriate in local, regional and national projects to improve the management of the archaeological resource and the archaeological knowledge of Halton
- Review the IT requirements of the HER in line with national standards and guidelines.
- Provide data on the Historic Environment to the planning constraints systems, to ensure that the historic environment is adequately represented.
- Provide remote access to the data in the HER via a public access database and the Heritage Gateway.
- Respond to enquiries from the local community, general public, students and academics for information from the HER.

Theme 2: Policy, Strategy and Guidance

Objective

To advise on the formulation of policies, strategies and guidance relating to the historic environment and the historic landscape to ensure its sustainable management.

Procedures

- Provide comments on local, regional and national policies, strategies and guidance as it affects the historic environment resource and historic landscapes.
- Advise on the formulation of historic environment policies in the Local Development Frameworks, in line with relevant PPS and national guidance.
- Contribute to Supplementary Planning Documents on historic environment issues where appropriate.
- Contribute historic environment input to corporate strategies, such as the Local Strategic Partnerships and Community Strategy where appropriate.
- Provide historic environment input to design frameworks, master plans and development briefs for major development areas where appropriate.
- Input to, and participate in, regional and national programmes to develop historic environment and historic landscape strategies.

Theme 3: Regulation and planning

Objectives

To advise on the historic environment implications of development, in line with national guidance, from pre-determination to post-determination, including the impact of minerals, waste disposal, highways and other infrastructure proposals on the historic environment resource.

Procedures

- Advise on pre-application enquiries and input to site development briefs as required.

- Assess the historic environment implications of development proposals listed on the weekly planning lists, against the HER and advise on appropriate historic environment mitigation
- Provide advice on the application of government guidance (PPS 5) on the historic environment
- Advise on environmental impact assessments of minerals, waste disposal, highways and other infrastructure proposals.
- Provide advice on the formulation of planning conditions, section 106 agreements and mitigation measures.
- Provide briefs for archaeological work.
- Provide guidance on the adequacy of archaeological project designs and their conformity to specification.
- Monitor archaeological work to ensure compliance with the brief.
- Monitor and agree programmes for the post excavation, publication and archive deposition of archaeological projects.
- Advise museums on the management of archaeological project archives.
- Monitor the submission of project summaries to OASIS and period journals.
- Liaise with enforcement officers as appropriate.
- Monitor and provide advice to planning officers on the discharge of historic environment conditions.
- Review and maintain a list of Archaeological Contractors and Consultants, on a Cheshire wide or a regional basis.
- Review, maintain and enforce Conditions for Archaeological Contractors and Consultants working on a Cheshire wide or a regional basis.

Theme 4: Designation and consent processes

Objective

To advise on the application and interpretation of historic environment legislation to ensure compliance with statutory requirements.

Procedures

- Provide comments on existing and developing national legislation and guidance as it relates to the historic environment resource.
- Provide advice on the application of historic environment legislation.
- Provide advice on the completion of, or prepare applications for scheduled monument consent by the local authority.
- Liaise with English Heritage on the management of protected archaeological sites.
- Liaise with English Heritage on the production of Heritage Management Agreements.
- Liaise with English Heritage and input to the strategic designation programme and the area designation programme

Theme 5: Land-use change management

Objective

To advise on development by statutory undertakers and environmental management schemes.

Procedures

- Provide advice on proposed works by statutory agencies and public utilities.
- Provide advice on the archaeological impact of environmental management schemes eg applications under the Countryside Stewardship Scheme, Woodland Grant Scheme and Hedgerow Regulations 1997, in line with national agreements.

Theme 6: Regeneration and projects

Objective

To advise on the impact of urban and rural regeneration initiatives and derelict land reclamation schemes.

Procedures

- Provide advice on the historic environment implications of regeneration and derelict land reclamation schemes.
- Facilitate the sustainable incorporation of historic assets in regeneration projects.
- Procure and manage external funding for archaeological projects to fulfil the objectives of the service.

Theme 7: Corporate estate and heritage asset management

Objective

To advise on the management of local authority owned heritage assets and private owners on management of archaeological sites.

Procedures

- Provide specialist advice on the management and maintenance of the local authority archaeological resource
- Provide specialist advice to private landowners on the management and maintenance of the archaeological resource.
- Advise on appropriate methodologies for the assessment of the condition of archaeological resource.
- Input to regional Heritage at Risk surveys.

Theme 8: Promotion, outreach and representation

Objective

To liaise with local, regional and national heritage organisations, to formulate research agendas, to provide information to the local and wider community for the purposes of education, leisure, tourism and research and provide opportunities for community engagement.

Procedures

- Provide remote access to the data in the HER via a public access database and the Heritage Gateway
- Provide remote access to the work of the service via the web.
- Input to and monitor the Regional Research Frameworks agenda, strategy and action plan.
- Prepare newsletters and arrange an annual archaeology day to publicise the work of the local authorities as appropriate.
- Present the work of the service to local groups and educational establishments.
- Liaise with local, regional and national heritage organisations.
- Input to English Heritage programmes of national research.
- Provide advice to services in Halton and local groups on applications for external funding which include archaeological sites and historic landscapes.
- Promote awareness of the local archaeological resource in the media.

SCHEDULE 2

The Equipment- Part A Provider Council

- Accommodation and general office equipment
- Historic Environment Record – the nationally recognised dataset of the historic environment covering Cheshire West and Chester, Cheshire East, Warrington and Halton. Consisting of computerised database of over 51,000 records accompanied by supplementary files, reports, record cards, maps, published and unpublished sources, photographs, slides, plans, drawings, and a library of over 1000 items, covering c. 110 linear metres of shelving. The Record is maintained to national standards and benchmarks by professional staff.
- Specialist ICT software and hardware
- Geographic information systems and corporate data
- Data files and correspondence - paper and electronic

The inventory of assets will be kept under regular review.

The Equipment - Part B Arranging Council

None

SCHEDULE 3

The Premises part A – the Provider Council

Accommodation and general office equipment will be supplied by the Provider Authority. The team has been allocated accommodation at Backford Hall, Chester. The accommodation location may be reviewed during the term of this contract.

The Premises part B – the Arranging Council

None

SCHEDULE 4

The Staff

In providing the historic environment service to the Arranging Council, the Provider Council will make available staff time in proportion to the historic environment resource in Halton. The objectives in Schedule 1 will be provided by 4.5 full-time equivalents historic built environment and archaeological professional staff equating to the work of approximately 0.3 full-time equivalent professional staff

SCHEDULE 5

Payment

A. The Arranging Council will make the following payment to the Provider Council for the provision of:

- (1) the Service £14,693.74
(plus annual compound inflation thereafter)
- (2) the Equipment £ nil

B. The following deductions will be made from the Payment for the undermentioned support provided by the Arranging Council:

- (1) Staff £ nil
- (2) Equipment £ nil

C. The figure stated in A (1) above shall be paid annually by the Arranging Council to the Provider Council on the 1st day of April or within 30 days of the invoice being supplied and thereafter on each anniversary of this date until the expiry of the Agreement.

If any sum is not paid on the due date the Arranging Council shall pay the Provider Council in addition to the delayed payment interest thereon at the Co-operative Bank plc base lending rate applicable at midday on the day in question plus 4% computed daily and the Provider Council may terminate the Agreement under Clause 18.1.2 if all outstanding sums owed by the Arranging Council to the Provider Council are not paid following fourteen days notice by the Provider Council to the Arranging Council that any sum then due under this Schedule has not been paid.

The sums mentioned in (C) above shall be adjusted by the Provider Council and notified to the Arranging Council by 1st March and each anniversary date thereafter in order to reflect the anticipated and reasonable running costs of providing the Service. For the avoidance of doubt it

is agreed that such adjustment shall not include any amount which arises from any decision by either Council to change the internal allocation of its resources. However, if any event occurs subsequent to the date of this Agreement which

- (i) is external to both Councils,
- (ii) could not reasonably have been foreseen when the sums in A and B above were originally calculated, and
- (iii) if the effect of such event had been anticipated in those calculations, it would have resulted in the relevant Council incurring a deficit in supplying A or B above, as the case may be, then that Council may adjust its charge in A or B so that the deficit shall not occur, but only after reasonable consultation with the other Council, and the Provider Council shall amend the sum in C above accordingly.

SCHEDULE 6

Monitoring and quality control

In providing the Historic Environment Service, the Provider Council shall use its best endeavours to maintain the standards and meet the performance indicators specified below:

- The provision of Historic Environment Record (HER) and related data to the Arranging Council from time to time in a form agreed with the Arranging Council
- Review data in the HER on an annual basis
- Respond to HER enquiries within 15 days of receipt of written request
- Respond to HER consultations for Farm Environment Plan enquiries, within 20 working days, as per the national agreements
- Check planning lists within 14 days of receipt
- Provide development control advice within 21 days of receipt of written request.

Measure	Current Performance	Target Performance
• % of the number of records reviewed in the Cheshire Historic Environment Record per annum.	26%	5%
• % of general enquiries to the Cheshire Historic Environment Record responded to within 15 working days.	85%	90%
• % of Farm Environment Plan enquiries to the Cheshire Historic Environment Record responded to within 20 working days, according to the agreed national service standard.	74%	100%
• % of planning lists checked within 14 days of receipt.	100%	100%
• % of archaeological development control advice provided within 21 working days.	100%	100%

Nominated representatives from the Provider Council and the Arranging Council shall meet twice yearly to

review the performance of the Agreement, the delivery of the Service, and arrangements for the provision of the Equipment.

If at any other time either party is dissatisfied with the performance of the Agreement that party shall request the other to attend an additional review meeting which shall be held within 14 days of the request being given.

If following such annual or additional review any outstanding matters remain unresolved the Parties will endeavour to reach agreement on such matters in accordance with the principles set out in Clause 21 of the Agreement. If Agreement has not been reached after three months following such review the dissatisfied party may give a further three months notice to terminate the Agreement in accordance with Clause 18.1.1, 18.1.2, 18.1.3, as the case may be.

SCHEDULE 7

The Notice Provisions

The officer managing the Agreement on behalf of the Provider Council is the Project Manager – Archaeology Planning Advisory Service.

In the event of one of the parties wishing to dissolve the Agreement six months notice should be given in writing to the Project Manager – Archaeology Planning Advisory Service, Cheshire West & Chester Borough Council, Backford Hall, Backford, Chester CH1 6PZ and the Operational Director, Environmental and Regulatory Services, Halton Borough Council.

Notification should clearly indicate the reasons for the dissolution of the Agreement and the date upon which dissolution is anticipated. Upon requesting the dissolution of the Agreement a meeting should be called and held within a period of 4 weeks. This meeting should be convened to discuss and action short and medium term requirements to ensure business continuity; personnel issues; treatment of assets and treatment of data.

SCHEDULE 8

Records

The Provider Council shall maintain the following Records under this Agreement:

- Casework/consultations record
- Time apportionment record
- Weekly planning lists record
- Annual service statistics report

SCHEDULE 9

Consequence of termination of the agreement

A. On the expiry of the Agreement though the effluxion of time the following arrangements shall be made in respect of the:

(1) Staff Not applicable.

(2) Equipment

- Accommodation, general office equipment, specialist ICT software and hardware, geographic information systems and corporate data will remain with the Provider Council
- Records relating to the Arranging Council will be provided from the Historic Environment Record, data files and correspondence, once arrangements have been put in place by the Arranging Council to ensure that the Record will be maintained to the appropriate national standards and benchmarks by professional staff. The costs for the work required to separate the relevant records and costs to offset any general investment made in the Record by the Provider Council will be agreed with and met by the Arranging Council.

B. If the Contract is terminated by notice under clauses 18.1.1, 18.1.2, 18.1.3 or 18.1.4 the following arrangement shall be made:

(1) Under 18.1.1: The Provider Council will retain responsibility for the staff described in Schedule 4. A(2) above shall apply in respect of equipment.

(2) Under 18.1.2: The Arranging Council will pay any costs incurred by Provider Council in redeploying or making redundant any member of the staff as a result of the termination of this agreement. A(2) above shall apply in respect of equipment.

(3) Under 18.1.3: If Provider Council is in default B(1) above shall apply. If Arranging Council is in default B(2) above shall apply. A(2) above shall apply in respect of equipment.

(4) Under 18.1.4: The Provider Council will retain responsibility for the staff described in Schedule 4. A(2) above shall apply in respect of equipment.

SCHEDULE 10

Dependencies

In order to support service delivery of the Historic Environment Service, the Provider Council will:

- Provide adequate staffing levels of dedicated, appropriately qualified and trained staff..
- Provide appropriate accommodation and storage facilities for the Historic Environment Record (HER) to ensure compliance with national standards and benchmarks.
- Provide appropriate hardware and software, licences and maintenance contracts to ensure the HER can comply with national standards and benchmarks.
- Ensure that the HER is the definitive source of all data pertaining to designated and undesignated historic assets.
- Ensure that the HER is the definitive source for all GIS datasets depicting designated historic assets and areas, for use in planning constraints mapping.

To enable the Provider Council to provide the Service, the Arranging Council will:

- Provide access to weekly lists of planning applications.
- Provide further details of planning applications on request
- Seek advice on policy and strategy production which may impact on the historic environment resource
- Agree a set of standard historic environment conditions and apply these as appropriate.

APPENDIX B: Historic Environment Service Summary Report

Historic Environment Service for Halton 2009-2010 Summary Report for period April to December 2009

Nature of historic environment resource

Halton's built historic environment resource consists of 123 Listed Buildings and 10 Conservation Areas.

Halton's archaeological resource consists of 7 Scheduled Monuments, 4 Areas of Archaeological Potential and over 400 sites recorded in the Historic Environment Record.

Historic Environment Service

The Historic Environment Service is provided by the Archaeology Planning Advisory Service, Cheshire Shared Services, which includes former Cheshire County Council staff, who have experience of providing an historic environment advisory service to Halton for the past 20 years. The service is based on:

1. Built historic environment planning advice (Marie Farrow):
 - Advice on listed buildings and conservation area applications and planning applications affecting listed buildings and conservation areas, including pre-application discussions
 - Conservation and design advice for listed buildings and conservation areas
 - Enforcement advice for listed buildings and conservation areas

See section 1 for details of work carried out April to December 2009

2. Archaeology planning advice (Mark Leah and Jill Collens):
 - Advice on planning applications affecting archaeological sites, including pre-application discussions
 - Provision of briefs for archaeological work, monitoring fieldwork and post-excavation work
 - Advice on archaeological policy and heritage SPD
 - Site management advice
 - Advice on management of borough's archaeological assets

See section 2 for details of work carried out April to December 2009

3. Historic Environment Record (Rob Edwards & Moya Watson)
 - Maintaining the record in line with national guidance and standards
 - Responding to HER enquiries, including planning and development-related enquiries and land management enquiries (eg Environmental Stewardship, Woodland Grant Schemes and Hedgerow Regulations, as per national agreements)

See section 3 for details of work carried out April to December 2009

4. Management & administration (Jill Collens)

The cost for the Historic Environment Service for 2009-10 is £14,335.36

Section 1: Built historic environment planning advice – April to December 2009

A: PLANNING APPLICATIONS

	Numbers
Planning applications listed on weekly planning lists	411
Number of planning applications for which further details were requested	0
Number of planning applications where written advice submitted to assist with determination of planning application	34
Written advice provided to assist with pre-application discussions	4

B. BUILT HISTORIC ENVIRONMENT ADVICE ON THE FOLLOWING APPLICATIONS:

09/00101/OUT	Ashley Retail Park, Lugsdale Road, Widnes
09/00215/FUL	Moore Hall, Hobb Lane, Moore
09/00229/LBC	Moore Hall, Hobb Lane, Moore
09/00228/FUL	Moore Hall, Hobb Lane, Moore
09/00227/FUL	Moore Hall, Hobb Lane, Moore
09/00226/FUL	Moore Hall, Hobb Lane, Moore
09/00265/FUL	98 Main Street, Halton
09/00254/COU	Norlands Farm Barn, Widnes
09/00340/HBCCOU	Kingsway Health Centre, Widnes
09/00341/HBCLBC	Kingsway Health Centre, Widnes
09/00327/FUL	Castle View, Halton Village
09/00328/CAC	Castle View, Halton Village
09/00333/LBC	Runcorn Viaduct, Widnes
09/00338/LBC	The Farmhouse, Moore
09/00349/HBCLBC	Runcorn Town Hall, Runcorn
09/00359/CBT	Junction of daresbury Lane & Chester Rd, Daresbury
09/00360/CBT	Gorsey Well Lane, Preston Brook
09/00355/FUL	47 High Street, Hale
09/00101/OUT	Ashley Retail Park, Lugsdale Road, widnes
09/00372/FUL	Castle View, Halton Village

09/00373/CAC	Castle View, Halton Village
09/00374/FUL	3 The Green, Runcorn
09/00385/COU	1 Pipistrelle Barn, Chester Road, Daresbury
09/00389/LBC	4 High Street, Hale
09/00387/FUL	5 Holt lane, Halton
09/00400/FUL	Norton Lodge, 18 Norton Village
09/00411/EDU	Hale C of E Primary School, Hesketh Road, Hale
09/00425/LBC	The Royal British Legion, Castle Road, Halton Village
09/00496/LBC	14 Church End, Hale
09/00101/OUT	Ashley Retail Park, Lugsdale Road, Widnes
09/00528/FUL	Rose Bank, Canal Side, Moore
09/00530/HBCFUL	Kingsway Health Centre, Widnes
09/00547/LBC	Manor Farm, 129 Runcorn Rd, Moore
09/00534/FUL	98 Main Street, Halton

C. BUILT HISTORIC ENVIRONMENT PRE-APPLICATION ADVICE AT THE FOLLOWING ADDRESSES:

Address	Details	Date
Old Hall, Cavendish Farm Road	Conversion of dwelling and barn	July 2009
Kingsway Health Centre, Widnes	Change of use of facility	July 2009
The Panorama, Halton Village	Demolition following fire damage	Aug 2009
Runcorn Town Hall, Runcorn	Landscaping and welfare facility	Aug 2009

Section 2: Archaeological Planning Advice – April to December 2009

A: PLANNING APPLICATIONS

	Numbers
Planning applications listed on weekly planning lists	411
Planning applications checked against Historic Environment Record	71
No of planning applications where further details requested	5
No archaeological implications	0
Service watching brief recommended	3
Developer-funded watching brief recommended	1

B: RECOMMENDATIONS FOR ARCHAEOLOGICAL WORK

09/00263/OUT	Number 67 Main Street, Runcorn	S WB
09/00400/FUL	Norton Lodge, 18 Norton Village, Runcorn	S WB
09/00407/FUL	Eternit UK Ltd, Derby Road, Widnes	DF WB
09/00487/FUL	Old Hall, Cavendish Farm Road, Runcorn	S WB

C: PRE-APPLICATION ADVICE

Land at Hale Gate Road Water Treatment Works, Widnes: No archaeological implications (advice to utility)

D: FIELDWORK MONITORED

Jun 2009	DF WB Halton Castle Water Main Improvements (ref UTIL)	OAN for United Utilities	SJ 5376 8205
Nov 2009	EVAL The Undercroft, Norton Priory (ref SMC)	EWKS for Norton Priory Museum Trust	SJ 5482 8304

E: REPORTS RECEIVED

Mar 2009	<i>Land off Derby Road, Farnworth, Widnes</i> , Archaeological Desk Based Assessment, unpublished report for Langham Estate Planning (R2902) by Archaeological Services WYAS
Sep 2008	<i>Halton East, Halton, Cheshire (Castle)</i> , Archaeological Watching Brief, unpublished report for United Utilities (R2922) by Oxford Archaeology North
Oct 2009	<i>Lewis Carroll Interpretation Centre</i> , Archaeological Desk Based Assessment, unpublished report for All Saints' Parochial Church Council, Daresbury (R2927) by Purcell Miller Tritton
Dec 2009	<i>Subsidence in the Undercroft Floor at Norton Priory, Runcorn, Cheshire</i> , a Programme of Archaeological Investigation and Recording, unpublished report for Norton Priory Museum Trust (R2939) by Earthworks Archaeological Services

Section 3: Historic Environment Record – April to December 2009

A: CONSULTATIONS

Consultation Type	Halton
Data Exchange	1
Highways	1
Pre application advice	3
Utilities & Other Statutory Undertakers	2
TOTAL	7

B: MAINTENANCE & ENHANCEMENT

	Halton records	
	New records	Amended records
Monuments	136	301
Designations	0	9
Events	3	8
TOTAL	139	318

In addition general maintenance tasks and upgrades are carried out on the whole Historic Environment Record

REPORT TO:	Executive Board Sub-Committee
DATE:	8 th July 2010
REPORTING OFFICER:	Strategic Director Environment and Economy
SUBJECT:	Street Lighting and Illuminated/Unlit Traffic Signs Term Maintenance Contract
WARDS:	Borough-wide

1.0 PURPOSE OF THE REPORT

- 1.1 The purpose of this report is to inform Executive Board Sub of the recent advertisement of the Street Lighting and Illuminated/Unlit Traffic Signs Term Maintenance Contract.

2.0 RECOMMENDATION: That

The report be noted and the Strategic Director for Environment & Economy in consultation with the Executive Member for Transportation be authorised to accept the tender for the Maintenance of Street Lighting and Illuminated/Unlit Traffic Signs Term Maintenance Contract.

3.0 SUPPORTING INFORMATION

- 3.1 The current Street Lighting Term Maintenance Contract is due to expire on 31st October 2010. The existing contract is for 5 years with an option to extend the contract by up to 5 years with the agreement of both parties. The Authority would support an extension; however the current contractor is unable to agree to an extension for commercial reasons.
- 3.2 The current value of the new contract will be about £700k pa mainly from revenue budgets. The new contract will therefore have a value of £3.5 million over 5 years. The contract has therefore been advertised following the rules defined in the EU Procurement Regulations.
- 3.3 The expressions of interest will be evaluated taking into account quality and sustainability issues. Tenders will be invited in early July and evaluated following their return in early August. It is planned to notify the successful tenderer in early September 2010.
- 3.3 The new contract will commence on Monday 1st November 2010.
- 3.4 There is a small team within the Highways, Transportation and Logistics Department, which operates and regulates the Contract and is responsible, for example, for issuing repairs, routine maintenance (replacement of lamps every 3 years for columns), electrical testing (all fixed electrical installations require regular testing), structural repairs

(replacement of age expired equipment/damaged equipment), Silver Jubilee Bridge Floodlighting, sign repairs/schemes.

4.0 POLICY IMPLICATIONS

4.1 None

5.0 OTHER IMPLICATIONS

5.1 Financial Implications:

Due to recent increases in material costs (i.e. steel, copper, aluminium, etc.), and new waste regulations, it is anticipated that there will be an increase in contract rates compared with the current contract following evaluation of the tenders. The majority of the work is carried out from Revenue Budgets within the Environment & Economy Directorate, although some rechargeable work is carried out for external organisations (e.g. housing associations and developers). The contract will include the supply and installation of new equipment, where available, to reduce energy consumption (thus reducing CO² emissions) and reducing ongoing maintenance costs, for example, use of LED lanterns.

6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

6.1 Children and Young People in Halton

None

6.2 Employment, Learning and Skills in Halton

The existing contractor's staff will be covered by the TUPE Regulations to protect their employment rights.

6.3 A Healthy Halton

None

6.4 A Safer Halton

The maintenance of the highway electrical equipment assists in providing a safe and attractive neighbourhood.

6.5 Halton's Urban Renewal

Street lighting is a key part of a number of regeneration schemes.

7.0 RISK ANALYSIS

The absence of a Term Maintenance Contract for the maintenance of Highway Electrical Equipment will have an impact on the Authority's ability to fulfil its statutory duties to maintain a safe environment. A full risk assessment is not required.

8.0 EQUALITY AND DIVERSITY ISSUES

None

REPORT: Executive Board Sub-Committee

DATE: 8th July 2010

REPORTING OFFICER: Strategic Director, Environment & Economy

SUBJECT: Extension to Existing CCTV Maintenance Contract

WARDS: Borough-wide

1.0 PURPOSE OF REPORT

1.1 To request approval to waive Standing Orders to allow the existing specialist CCTV maintenance contract to be extended for six months.

2.0 RECOMMENDATION: That

- 1 the Operational Director (Highways, Transportation & Logistics) be authorised to extend the existing contract for Maintenance of CCTV Security System with the contractor Technology Solutions Ltd. in the sum of £11,250.00 (estimate);**
- 2 in light of the need to trial and appraise the use of new technology during the extension and in accordance with Procurement SO 1.6, Standing Orders 3.1- 3.7 and 3.9 be waived on this occasion; and**
- 3 the terms of the extension to be agreed with the Strategic Director for Environment & Economy in consultation with the Executive Member for Community Safety.**

3.0 SUPPORTING INFORMATION

- 3.1 In October 2005 Technology Solutions Ltd. were awarded the Halton CCTV Maintenance Contract via a competitive tendering process in accordance with standing orders. Over the past few years Technology Solutions have maintained the system (including cameras on site and the control room) and have carried out upgrades to the equipment that have been key to enhancing the system.
- 3.2 The current maintenance contract is due to expire on 31 October 2010 and therefore the tendering procedure for procuring the new contract should now commence. It has an annual value of £22,250, which is covered by a revenue budget, as well as by income from other organisations, whom we recharge for carrying out monitoring and maintenance of their CCTV equipment within public spaces (e.g. car parks, play areas, etc.)

- 3.3 However, due to developments in technology we are currently investigating the possibility of utilising the existing wireless communication equipment that is used for the traffic monitoring cameras on the approaches to the Silver Jubilee Bridge, in place of existing CCTV fixed data links. If the wireless communication trials are successful we can consider using this new technology to communicate with the CCTV cameras in Runcorn Town Centre and make revenue savings on the existing BT fixed line rental costs. Until these trials are complete and a decision has been made over the future data transmission methods to be utilised, the nature and scope of the new maintenance contract cannot be accurately determined. These trials are being carried out in conjunction with our ICT Division.
- 3.4 In addition to this, the possibility of extending the coverage of these revised communication links to the rest of the borough can be considered. Despite the initial cost, this will result in lower installation and ongoing revenue costs for future CCTV camera installations and will allow the development of a borough-wide deployable camera project.
- 3.5 When the wireless communication trials are complete and the new communication system is progressed, then it will be prudent to investigate changes within the CCTV control room and at the cameras to make the best use of the new systems.
- 3.6 This will again have an effect on the future maintenance contract and the Council's requirements in relation to technical expertise. Therefore it is proposed that the preparation and letting of the new maintenance contract be delayed until the future communication systems are determined.
- 3.7 The current contractor, Technology Solutions Ltd. have indicated that they would be willing to continue providing CCTV maintenance services for the additional six months at the rates contained within the current contract.
- 3.8 Business Case

In view of the changes being investigated, any future maintenance contract will be required to cover different technology, which would change the scope of the contract; therefore it is prudent to extend the existing contract until the requirements are determined. The existing contract and proposed extension can be met from within existing budgets.

Transparency

Any decision will be subject to the Freedom of Information Act and related legislation and the public audit process including scrutiny by the Safer Halton Policy & Performance Board.

Propriety and Security

The usual integrity clauses are built into the existing contract and only appropriate staff have information about the contract.

Accountability

Accountability will remain with Operational Director (Highways, Transportation & Logistics) awarding the extension, which will be subject to potential internal and external audit and Safer Halton PPB scrutiny.

Position of the contract under the Public Contracts Regulations 2006

Given the proposed extension the tendering requirements of the Public Contracts Regulations 2006 will not apply.

4.0 POLICY IMPLICATIONS

4.1 There are no direct policy implications from this report.

5.0 OTHER IMPLICATIONS

5.1 Financial Implications

Maintenance contract costs will be met from existing resources.

6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES.

6.1 Children and Young People in Halton

The CCTV operation can assist the police in incidents involving children and young people. These include incidents related to missing children, underage drinking and bullying.

6.2 Employment, Learning and Skills in Halton

The presence of CCTV can encourage economic growth as businesses are attracted to areas where they feel more secure.

6.3 A Healthy Halton

Violence related incidents are a priority and the CCTV control room staff and Cheshire Police work in partnership to reduce assaults and injury by identifying potential incidents at an early stage.

6.4 A Safer Halton

The Town Centres and Local Areas CCTV programme contributes to making Halton safer; by working closely with partners to tackle crime and provide public reassurance in the areas of CCTV coverage.

6.5 Halton's Urban Renewal

The assurance that CCTV can offer to business premises can encourage economic growth especially in the town centres.

7.0 RISK ANALYSIS

- 7.1 The lack of a maintenance contract would present a potential risk to the reliable operation of the system.

A full risk assessment is not required.

8.0 EQUALITY AND DIVERSITY ISSUES.

- 8.1 Crime reduction is an essential issue for equality and diversity and every effort is made to improve community safety in areas of CCTV coverage in the borough.

REPORT: Executive Board Sub Committee

DATE: 8th July 2010

REPORTING OFFICER: Operational Director – Children’s Organisation and Provision

SUBJECT: Halton High/Academy Development Legal Support

1.0 PURPOSE OF REPORT

- 1.1 The purpose of this report is to request approval to waive standing orders so that legal support can be commissioned for the construction related works to Halton High as part of the Academy arrangements

2.0 RECOMMENDED: That the Operational Director Children’s Organisation and Provision be authorised to award the contract for Legal Support for construction related works to Halton High as part of the Academy Arrangements to the contractor Beachcroft in the sum of £51,510 and in the light of the exceptional circumstances outlined in paragraph 3.3 and in accordance with Procurement Standing Orders 1.6 Standing Orders 3.1 to 3.7 and 3.9 be waived on this occasion.

3.0 SUPPORTING INFORMATION

- 3.1 Beachcroft were commissioned in line with financial regulations and standing orders to provide the legal advice for the Halton BSF Programme and have been the legal advisors for each stage of the Programme. They are also on the Partnership for Schools Framework list which is a list of quality assured external consultants who have a specialism in BSF.
- 3.2 To change a high school to an Academy requires an additional amount of legal work to be undertaken such as work on the short term lease of the existing school to the Academy Sponsors, a range of site specific issues, provision of a dual use agreement for leisure services, procurement advice on interface issues in developing the BSF scheme for the Academy, development of the long lease and an occupation licence for the 4 new building.
- 3.3 Some of this work needs to be undertaken within the next month to ensure that the Academy can be established by 1st September 2010. Any delay in agreeing the legal issues could result in a delay impact on the approval of the Funding Agreement and effect transfer of Halton High. As

Beachcroft are the current legal advisers and have accrued knowledge about both the BSF Programme, Halton High and the leasing arrangements, it is proposed that they be commissioned to undertake this work.

- 3.4 The award of this work to Beachcroft will ensure that all outstanding legal issues related to the transfer can be undertaken in a timely way due to their knowledge, their previous experience of advising on Academy transfers and their detailed knowledge of Halton's BSF Programme.

4.0 BUSINESS CASE FOR WAIVING TENDERING STANDING ORDERS

4.1 Value for money and Competition

Beachcroft were procured for BSF Legal work in line with standing orders. Beachcroft have been quality assured and are part on the PFS Framework.

Transparency

All BSF expenditure is subject to audit requirements.

Propriety and Security

The usual integrity clauses will be built into the contract document and only staff with a need to know will have information about the contract

Accountability

Accountability for the awarding the contract would remain with the Operational Director Children's Organisation and Provision and will be subject to internal audit.

Position of the contract under the Public Contracts Regulations 2006

Legal work is a Part B service and as such is exempt from the detailed advertising requirements of the Public Contract Regs 2006

5.0 FINANCIAL IMPLICATIONS

- 5.1 Beachcroft have been asked to cost for each element of the additional work. The total costs of this work to ensure that there is legal support up to Financial Close on the Halton High BSF scheme is £51,510. These costs are in line with other legal services providers on the BSF Framework.

6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

6.1 Children and Young People

The pupils at the Halton Academy will benefit from the experience and resources of Ormiston Trust and the University of Chester. In addition, the sponsors intend to focus on the specialisms of English and Applied Learning.

6.2 Employment Learning and Skills in Halton

Through access to an excellent Secondary School for all pupils, standards will improve providing greater employment prospects for Halton's Children and Young People. The University of Chester will seek to use its strong networks with business and industry to enhance the quality of the Academy's work based learning curriculum.

6.3 A Healthy Halton

Halton High is part of the BSF Programme, in developing its Secondary Schools for the future the Authority will demonstrate how it will enable schools to meet the School Sport Public Service Agreement through its Capital Investment and achieve high nutritional standards and encourage healthy living and eating.

6.4 A Safer Halton

Schools for the future will be designed to ensure that children, staff and other community users feel safe and secure on schools sites.

6.5 Halton's Urban

Through the BSF Halton schools will become a major resource for communities they serve and will be designed to offer shared community facilities, linking to other wider regeneration projects as well as being the focus for the local delivery of children's services.

7.0 RISK ANALYSIS

7.1 Delay in securing legal support will impact on the transfer of Halton High to an Academy.

8.0 EQUALITY AND DIVERSITY ISSUES

The proposals for the re-organisation of Halton's Secondary and Secondary Special Provision seek to provide choice and diversity, promote inclusion and access.

9.0 REASON(S) FOR DECISION

To provide appropriate legal advice to ensure all construction legal matters related to the change of Halton High to an Academy can be undertaken without any delay to the timeline of 1st September 2010.

9.1 ALTERNATIVE OPTIONS CONSIDERED AND REJECTED

N/A

10.0 IMPLEMENTATION DATE

The decision needs to be made on 8th July so that the legal work can be undertaken for the Funding Agreement. It can be then be signed and the Academy established for September 2010.

11.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972

Consultation Presentation	2 nd Floor DeeBuilding – Grosvenor House, Runcorn and website www.halton.gov.uk/bsf	Ann McIntyre – Operational Director Children's Organisation and Provision
Notes of Public Meetings	2 nd Floor Dee Building – Grosvenor House, Runcorn and website www.halton.gov.uk/bsf	Ann McIntyre – Operational Director Children's Organisation and Provision
All responses to First round of consultation	2 nd Floor DeeBuilding – Grosvenor House, Runcorn and website www.halton.gov.uk/bsf	Ann McIntyre – Operational Director Children's Organisation and Provision
Executive Board Report – 28 th January 2010 – Outcome of the Consultation to Close Halton High School	2 nd Floor DeeBuilding – Grosvenor House, Runcorn and website www.halton.gov.uk/bsf	Ann McIntyre – Operational Director Children's Organisation and Provision
Executive Board Report – 17 th June 24, 2010 Academy Update	2 nd Floor DeeBuilding – Grosvenor House, Runcorn	Ann McIntyre –

and website
www.halton.gov.uk/bsf

Operational Director
Children's
Organisation and
Provision