

## MUNICIPAL YEAR 2015/2016 REPORT NO.

### ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

#### PORTFOLIO DECISION OF:

Cllr Yasemin Brett – Cabinet Member for Community Organisations and Culture

**REPORT OF:** Director of Regeneration & Environment

<b>Agenda – Part: 1</b>	<b>KD Num: 3983</b>
<b>Subject:</b> <b>Approval for the Council to enter into an Access Agreement in relation to a CCTV &amp; other security systems services framework, and to call-off services under that framework</b>	
<b>Wards: All</b>	

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### 1. EXECUTIVE SUMMARY

- 1.1 The London Borough of Waltham Forest (“LBWF”) has recently undertaken a process to procure a contractor to provide security and safety equipment and associated installation, repairs and maintenance (“the Services”) under a framework agreement (“the Framework”).
- 1.2 Openview Security Solutions Limited (“the Provider”) has, pursuant to the terms of the procurement process, been recommended as the preferred bidder to be appointed under the Framework.
- 1.3 LBWF undertook the procurement in consultation with a number of other London Boroughs, including the Council (“Participating Boroughs”), with the intention that they may call-off Services under the Framework. In order to do so, the Council is asked to enter into an agreement directly with LBWF (“Access Agreement”).
- 1.4 This report seeks authority for the Cabinet Member enter into: (i) the Access Agreement; and (ii) call-off contracts pursuant to and on the terms set out in the Framework (“Call-Off Contracts”).

## **2. RECOMMENDATIONS**

- 2.1 That procurement of the Framework by LBWF, under which the Council may call-off the Services, and appointment of the Provider, is noted and approved.
- 2.2 The Cabinet Member agrees to the Council entering into the Access Arrangement with LBWF;
- 2.3 The Cabinet Member approves the call-off, on the basis of a Call-Off Contract, to the initial maintenance contracts for the four year term of the Framework for the Enfield Public Safety Centre in the sum of £960,676.98 as quoted by the Provider.
- 2.4 Approval for the Director to be able to "call off contracts or services", by entering into Call-Off Contracts, up to a value of £2.5m per annum. Call-Off Contracts in excess of this annual amount will be subject to the Council's normal decision making arrangements and approved funding streams for

## **3. BACKGROUND**

- 3.1 On April 21st 2015 LBWF cabinet agreed to award the Framework, which has an estimated overall value of £50m over a period of 4 years, to the Provider. The Framework commences on the 1st July 2015 and expires on the 30th June 2019.
- 3.2 LBWF conducted the procurement exercise in consultation with a project team representing the Participating Boroughs (being Enfield Council, the London Borough of Newham and the London Borough of Redbridge). The procurement exercise was conducted using an OJEU restricted procedure in accordance with EU Procurement Regulations, UK Public Contract Regulations 2006 (as amended) ("the Regulations").
- 3.3 The Framework will cover the future procurement of CCTV equipment supply and maintenance, but additionally other security or safety equipment such as door entry/access control, building management, ANPR, project management, system design and management of networks or provision of radio or fibre optic cabling works and services are all available to be called off from the Framework by the Council.
- 3.4 The Framework should be used for all available security equipment and services required by the Council but, additionally, are available to all London Boroughs, and Transport for London. The estimated Framework value is a maximum of £50m, as stated in the OJEU notice.
- 3.5 The Councils' current CCTV equipment and maintenance service and installation contract expires 30<sup>th</sup> June 2015 and the Framework was jointly tendered to replace it by 1<sup>st</sup> July 2015.
- 3.6 Following issue of an OJEU notice, 82 organisations expressed an interest in the Framework opportunity via the [www.londontenders.org](http://www.londontenders.org)

portal. 8 organisations submitted Pre-Qualification Questionnaire response ("PQQ") with 18 opting out and the remaining 56 providing no response.

- 3.7 The Framework includes a benchmarking and "Open Book" clause which seeks to ensure best value is achieved during the Framework.
- 3.8 The evaluation section of this tender process is described in more detail in Part 2 report.
- 3.9 The Provider has been recommended as preferred bidder as:
- It passed the quality threshold established.
  - Its proposal to deliver the Safety and Security Framework contract was clear, had well-defined and robust systems and processes and met all of LBWF's requirements.
  - Its proposal for pricing represents a reduced service cost over the term of the Framework which represents good value for money

#### **4. ALTERNATIVE OPTIONS CONSIDERED**

##### **4.1 Option 1 - Do nothing.**

Allow the current contract to expire on the 30th June 2015 and leave the CCTV Enfield Public Safety Centre (EPSC) service without a maintenance provider. This would lead to waivers having to be sought and rates to be negotiated by Council officers directly with the supplier. However, this would result in a loss of business process efficiency as all requirements would be ordered via special request requisitions. This may lead to an inconsistency of rates. Value for money would not be achieved if this option is adopted, as both internal and external costs would be greater than if a contract was in place for the service.

##### **4.2 Option 2 - Re-Tender the Existing Maintenance Contract.**

A re-tendering process to replace the current maintenance contracts on expiry can be carried out. However, this option would not gain the internal resource savings or the business process cost efficiencies required by the Council under the Medium Term Financial Strategy.

##### **4.3 Option 3 - Use framework agreements already in place setup by other local authorities**

Framework Agreements via the Crown Commercial Services (CCS), Transport for London and the London Borough of Hackney are already in place for the separate supply of CCTV services and equipment. However, after extensive research, it appears that these frameworks do not provide the complete scope of the Council's requirements. Available frameworks for the supply of a combined Safety and Security maintenance service do not appear to exist. Moreover, use of these

frameworks may not gain the internal resource savings or the business process cost efficiencies required by the Council under the Medium Term Financial Strategy. However, the option to access these frameworks still exists if it is deemed that value for money is not being achieved under the Framework.

#### **4.4 Option 4**

Make use of the Framework as outlined in section 3.

### **5. REASONS FOR RECOMMENDATIONS**

- 5.1 The Framework covers CCTV equipment supply and maintenance, and other services such as door entry/access control, building management, ANPR, project management, system design and management of networks.
- 5.2 The tender process includes an open book and benchmarking clause to achieve best value.
- 5.3 The Framework allows for all forms of security systems to be procured and installed and maintained saving administration costs and times of tendering out. In addition, the pricing on CCTV elements show a reduction in costs over the previous contract.

### **6. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES, AND OTHER DEPARTMENTS**

#### **6.1 Financial Implications**

See Part 2 report.

#### **6.2 Legal Implications**

- 6.2.1 The Council has the general power of competence under section 1(1) of the localism Act 2011 to do anything that individuals generally may generally do provided it is not prohibited by legislation. There is no express prohibition, restriction or limitation contained in a statute against use of the power in this way.
- 6.2.2 As the value of the proposed contract is £250k or above the Council must comply with Key Decision Procedure.
- As the Restricted Procedure has been used, negotiations with the bidders should not be undertaken. Discussion of price should not occur following receipt of tender submissions but, as the Provider was the only organisation to submit a tender and the changes were in favour of the Council, the risk of any challenge is negligible.

- The terms of the Framework must be followed when entering into any Call-Off Contract.

6.2.3 The Access Agreement, Framework (which includes the terms on which Call-Off Contracts will be entered into) must be in a form approved by the Assistant Director of Legal Services. The Council's legal team has provided comments on the form of the Access Agreement to LBWF.

### **6.3 Property Implications**

6.3.1 The Property Procedure Rules govern the use of all property owned or controlled by the Council and must be adhered to in all transactions.

6.3.2 The use of all current or any additional use of property must be documented in accordance with the Property Procedure Rules.

### **6.4 Procurement Implications**

Overall no procurement comments as the process is set out in the report and it is clear that a robust process was followed

## **7. KEY RISKS**

There is a reputational and operational service delivery risk to the Authority of not operating the public safety and personal safety services it provides to staff and the general public under a full and detailed service tendered specification contract as proposed.

## **8. IMPACT ON COUNCIL PRIORITIES**

### **8.1 Fairness for All**

8.1.1 The Framework was tendered out as an open tender OJEU process to all prospective installers able to fulfil the specification requirements and evaluated fairly by a panel consisting of representatives of the four lead authorities which was also moderated by corporate procurement.

8.2.1 The evaluation process included passing equalities, local working and recruitment, and use of apprenticeships and other criteria to ensure fairness and access to services and work in the local area

### **8.2 Growth and Sustainability**

8.2.1 The Environmental policies and systems were evaluated during the current tender.

8.2.2 This tender award is a collaborative procurement exercise with 3 other London Boroughs so the influence will be to ensure that the company considers the following across all Boroughs:

- Journey planning to use less fuel, reduce emissions.
- Actively investigates the use of electric and/ or hybrid vehicles for work vehicles.
- Ensures that any hoists / cherry pickers are classified as low emission vehicles.
- Recycles and / or reuses any equipment repaired where ever possible.

8.2.3 Staff undertaking the CCTV maintenance provision will use a combination of private cars, motorcycles and public transport to travel to work. No hybrid or electric vehicles are currently used for travel to and from work.

8.2.4 There is a continued replacement programme to install modern equipment which will use less energy.

8.2.5 The existing control room facilities are modern with equipment replacements being undertaken every 3-4 years therefore energy savings are occurring due to more modern, energy efficient equipment being installed.

8.2.6 The Council has upgraded the control room equipment and have also moved to a purpose built facility.

8.2.7 A detailed analysis of energy consumption, travel arrangements, vehicle types, potential car-share options and journeys will be undertaken with the Provider prior to award of contract to try to improve on existing arrangements to improve and reduce carbon emissions.

### **8.3 Strong Communities**

8.3.1 Crime and Disorder across the Borough is a joint Council and Police priority as part of the Crime & Disorder Reduction Partnership (CDRP) – in Enfield this is known as the Safer and Stronger Communities Board and to achieve reductions it is essential that all the resources available must be utilised. CCTV forms a key part of any Crime and Disorder Reduction Partnership and the CCTV Operators have a strong working relationship with the boroughs Police and Community Safety services.

8.3.2 In addition the EPSC performs a variety of personal Lone worker safety and intruder alarm monitoring services to its public CCTV operations that this contract will also support.

## **9. EQUALITY IMPACT IMPLICATIONS**

9.1 There is an obligation on the Contractor and subcontractors to comply with the Council's relevant policies and codes of practice in relation to employment and compliance with the Equality Act 2010. The contract

will allow officers to monitor and ensure compliance in achieving a high standard of improved service provision also to ensure that the Council's commitment to diversity is maintained.

- 9.2 An Equality Analysis Screening was undertaken by LBWF, as framework lead borough, and their screening determined that there was no potential for negative impact arising as a result of this proposal on any of the protected equality characteristics.

## **10. PERFORMANCE MANAGEMENT IMPLICATIONS**

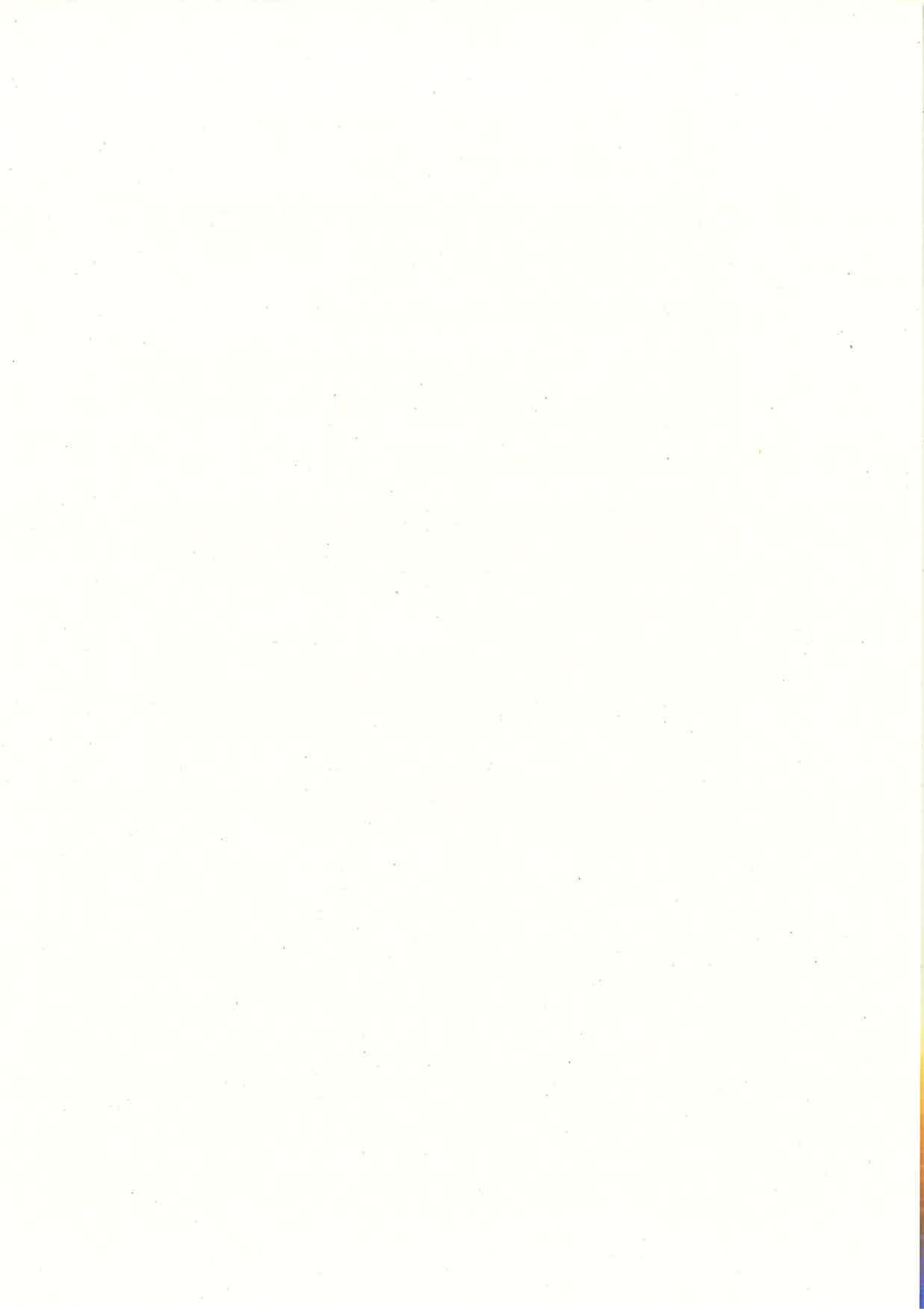
The Framework has a service specification that contains detailed performance and benchmarking requirements of the Provider, and on its sub-contractors, to measure and monitor their performance to contract and industry standards.

## **11. HEALTH AND SAFETY IMPLICATIONS**

Where the services offered provide for maintenance and installation of personal safety and or building safety systems the Provider, through the tendering process, has shown that it is able to perform these services to the British, IEC or other required professional standards.

## **12. PUBLIC HEALTH IMPLICATIONS**

- 12.1 The Framework is to supply services to maintain security and public safety equipment, door access, access control and public CCTV services etc. for the Council to assist the public in their wellbeing and personal safety of their environment in which they reside and or work in the borough.
- 12.2 To date the public health implications of CCTV have not been fully evaluated indicating that the use of CCTV and the evidence base should be monitored.





**MUNICIPAL YEAR 2015/16 REPORT NO.**

**ACTION TO BE TAKEN UNDER  
DELEGATED AUTHORITY**

**PORTFOLIO DECISION OF:**

Cabinet Members for Education,  
Children's Services & Protection  
And Finance

**REPORT OF:**

Directors of Schools and  
Children's Services and Finance,  
Resources and Customer  
Services

**Agenda – Part: 1**

**Item:**

**Subject: Chase Farm Temporary School @  
Suffolks – Provision of Teaching  
Accommodation and Associated Works -  
Tender Acceptance Report.  
Wards: Highlands and Southbury  
Key Decision Reference: KD 3599**

**Cabinet Members consulted:**

Councillor Ayfer Orhan  
Councillor Andrew Stafford

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**1. EXECUTIVE SUMMARY**

- 1.1. This report provides details of the proposed building works at Suffolks Primary School and Bishop Stopford's CE School to provide a temporary school pending completion of permanent school buildings on the Chase Farm Hospital site and gives approval to expenditure totalling £765,497-11 towards the cost of this scheme from the uncommitted balance of the capital Condition Grant for 2015/16.

**2. RECOMMENDATIONS**

- 2.1. That the contents of this report are noted;
- 2.2. To approve the award of contract for works at both Suffolks Primary and Bishop Stopford's CE Schools as detailed in Part 2 of this report;
- 2.3. To note that the Governing Body of Bishop Stopford's School will accept the tender from Contractor "A" for works required to accommodate services normally provided at Suffolks Primary School together with professional and technical expenses and VAT, details of which are given in Part 2 of this report;
- 2.4. To authorise entering into a formal funding agreement with the London Diocesan Board for Schools (LDBS) for the works required at Bishop Stopford's CE School;
- 2.5. To negotiate and draft the heads of terms of a lease/rental agreement with Bishop Stopford's for use of the rooms required to enable provision of the Chase Farm Temporary School arrangement at Suffolks Primary School.

### **3. BACKGROUND**

- 3.1. Report No.15 presented to Cabinet on 23 July 2014 (KD 3943) for the establishment of the SEP Programme identified some pressure on capacity in the North Central pupil place planning area from September 2017 onwards. In addition, it is likely that there will be significant pressure on demand for pupil places from the new residential development on the Chase Farm Hospital site from 2018.
- 3.2. Report No.13 presented to Cabinet on 11 March 2015 delegated authority to the Cabinet Member of Finance and Education, Children's Services and Protection in conjunction with the Directors of Finance, Resources and Customer Services and Schools and Children's Services to approve the award of contract for the temporary school at Chase Farm in order to meet the opening deadlines for the school intake.
- 3.3. In advance of the permanent primary school provision on the Chase Farm hospital site, there is a need for temporary accommodation from September 2015 to provide pupil places and to meet Targeted Basic Need funding conditions imposed by the Education Funding Agency (EFA);
- 3.4. A planning application for the temporary school was submitted on 20<sup>th</sup> February 2015 and tenders were formally let;
- 3.5. On 24<sup>th</sup> February 2015, the Director of Schools and Children's Services approved an Operational Decision for expenditure up to £100,000-00 for pre-construction services pending a Key Decision Report for the Chase Farm (Modular) Temporary Primary School on the Chase Farm Hospital Site.
- 3.6. In the interim, and while tenders were being obtained for the temporary modular school, alternative options were investigated and after detailed discussion with both Headteachers and Chairs of Governors at Suffolks Primary and Bishop Stopford's CE Schools, it was agreed in principle on 26 March 2015 that the Chase Farm temporary school would be located instead at Suffolks Primary School, to be known as Chase Farm Temporary School at Suffolks.
- 3.7. The action taken by the Chair and Headteacher of Suffolks Primary School in taking forward the Chase Farm temporary school arrangements was formally endorsed at the Suffolks full Governing Body meeting held on 10 June 2015. It is proposed that Bishop Stopford's Governing Body will endorse the decision taken by the Chair and Headteacher at their full Governing Body meeting to be held on 24 June 2015.

- 3.8. Tenders were received for the provision of a modular temporary school. However, this work was aborted on 14<sup>th</sup> April 2015 on the basis that it would be more cost-effective to use existing accommodation at Bishop Stopford's CE and Suffolks Primary schools. It was also considered to be a better investment of resources at two existing and successful schools in Enfield.

#### **4. PROPOSALS**

- 4.1. It is proposed that existing accommodation will be used at both schools to accommodate additional primary pupils from September 2015 and September 2016 onwards pending a review with both schools during the summer term 2016 and also completion of the permanent school buildings on the Chase Farm Hospital site.
- 4.2. It is further proposed that, in the short-term, the temporary school will be managed by the Headteacher and Governing Body of Suffolks Primary School pending agreement as to who will manage the permanent school on the Chase Farm Hospital site.
- 4.3. Two existing classrooms located in a double mobile classroom and a third classroom in the main Suffolks Primary school building will be used in order to accommodate Chase Farm Temporary School@ Suffolks from September 2015 for 2 years. In order to achieve this it will be necessary to relocate existing Adult services and After School Club facilities, currently located in the double mobile classroom unit, into three rooms in the Orchard Wing at Bishop Stopford's CE School. However, adaptations and refurbishment works are required to the existing accommodation at both schools to accommodate primary age pupils and comply with safeguarding, curriculum, health & safety etc. requirements;
- 4.4. Pending construction of the new permanent school buildings at Chase Farm hospital site, Bishop Stopford's School has indicated that they would wish to negotiate heads of terms of a short lease/rental agreement with the Council for the use of accommodation in the Orchard Wing by Suffolks Primary School such time as the new school buildings on the Chase Farm Hospital site are ready to occupy.
- 4.5. This approval is necessary to procure and undertake the works required to meet the challenging start of term deadline of 1<sup>st</sup> September 2015 for the provision of a temporary school to be known as Chase Farm Temporary School@ Suffolks.
- 4.6. On 12<sup>th</sup> June 2015, the Director of Schools and Children's Services approved an Operational Decision for expenditure up to £250,000-00 so that a Letter of Acceptance (in accordance with Contract Procedure Rule (CPR) 15) could be issued Ian Fraser Associates on behalf of Bishop Stopford's School to Contractor "A" to ensure work could be mobilised to proceed from Monday 22<sup>nd</sup> June 2015 to meet the very demanding timescale for completion by 1<sup>st</sup> September 2015.

- 4.7. On 12<sup>th</sup> June 2015, the Director of Schools and Children's Services approved an Operational Decision for expenditure up to £245,216-71 so that a Letter of Acceptance (in accordance with CPR 15) could be issued to ensure that work at Suffolks Primary School could be mobilised to proceed from Monday 27<sup>th</sup> July 2015 to meet the very demanding timescale for completion by 1<sup>st</sup> September 2015 and take full advantage of the school summer holiday.

## **5. ALTERNATIVE OPTIONS CONSIDERED**

- 5.1. The current phase of the Council's strategy to address the forecast shortfall in school places in the North Central area of the Borough includes provision of a 3FE free school as part of the Chase Farm Hospital development as set out in the Cabinet Report No. 15 considered on 23 July 2014;
- 5.2. A temporary school in modular accommodation was originally proposed on part of Chase Farm Hospital site. Significant risk was identified for the start of term date of September 2015 as the temporary primary school was due to be sited on Green Belt land. In addition, the original proposed site for the temporary school on the Chase Farm Hospital site is further hindered by a "Critical Drainage Area" identified by AECOM who undertook a desktop environmental assessment of the area on behalf of the RFLNFT. The wider area contributes to an off-site surface water flooding problem to the south of the main Chase Farm Hospital site. The area would need to be constructed with an enhanced SUDs system whose mechanism allows run off water to be taken into channels and filtered through onto a SUDs area. The site also has a degree of contamination associated with hospital use over the previous decades, however the contamination will require remedying and this would need to be costed and allowed for in any land transaction;
- 5.3. Tenders were let for Temporary school and returned in April 2015.
- 5.4. Formal instruction was issued on 14<sup>th</sup> April 2015 to stop all work on the modular option of a temporary school on the Chase Farm Hospital site as a decision was taken to proceed with the more cost-effective solution at Suffolks Primary and Bishop Stopford's CE Schools.

## **6. REASONS FOR RECOMMENDATIONS**

- 6.1. The Council has a statutory duty to ensure the supply of school places. In view of the forecast demand for school places and the financial context in which the Council is operating, options for providing additional places that avoid placing additional demands on the Council's capital programme are desirable.

- 6.2. The majority of other schools in the North Central planning area are full to capacity or have already been expanded. There is therefore no other realistic alternative but to provide additional pupil places at Chase Farm Temporary School@Suffolks pending completion of the permanent school on the Chase Farm Hospital site (subject to appropriate approvals).
- 6.3. As part of the planning application for the temporary school at Chase Farm, an "Educational Needs and Site Justification Statement" was compiled by Tibbalds. This document demonstrated the consideration of three categories of alternative sites to accommodate the school on a permanent basis within the North Central area: Existing School Sites, other LBE-owned Sites and Non LBE-Owned sites. The assessment concluded that there are no sites capable of meeting the needs of the school due to constraints arising from the site size/configuration, availability, accessibility and/or planning policy.
- 6.4. It is proposed that pupils will be drawn from the Chase Farm/North Central pupil place planning area catchment area and this will need to be managed very carefully. Pupils will be transported to/from the Chase Farm Temporary School@Suffolks from a designated point yet to be agreed.
- 6.5. This proposal will not only enhance existing teaching facilities for pupils and staff at both Suffolks and Bishop Stopford's Schools but it will also be more cost-effective for the Council.

## **7. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES**

### **7.1. Financial Implications**

- 7.1.1. For works required at Bishop Stopford's CE School, the lowest compliant tender was received from Contractor "A" details of which are shown in the Part 2 report. The estimated total cost of these works is £501,960.
- 7.1.2. Authorisation will be required for Enfield Council to enter into a funding agreement with the London Diocesan Board for Schools for works required at Bishop Stopford's CE School.
- 7.1.3. Works required at Suffolks Primary School have been obtained under the Contract Procedure Rules and are detailed in Appendix 1 in the Part 2 report. The estimated total cost of these works is £263,537.
- 7.1.4. The total cost of both schemes, which will occur during 2015/16, is £765,497. These costs will be funded from the uncommitted balance of the capital Condition Grant for 2015/16, subject to review in year if alternative capital grants become available. This would then allow the Condition Grant to be redirected to other priority condition and maintenance schemes. Any changes to the sources of capital funding will be reported via the quarterly capital monitoring reporting process.

## **7.2. VAT Implications**

- 7.2.1. Suffolks Primary School is an LBE maintained school and there is scope for recovery of VAT incurred in relation to the school premises under provisions of S33 of VAT Act 1994. Therefore, VAT incurred towards adaptation and refurbishment at the school can be recovered, subject to the normal rules for VAT recovery<sup>1</sup>. Bishop Stopford's CE School is a voluntary aided school and the adaptation and refurbishment works will fall to be governing body responsibility, therefore the council cannot recover VAT unless it contracts for and places the order directly with the supplier(s), receives a VAT invoice in its name and pays with its own funds.

The supply of temporary accommodation by Suffolks Primary will be a supply within the same VAT group and is Outside the scope of VAT. The supply by Bishop Stopford's will be exempt if the governing body is VAT registered, otherwise, it will be Outside the scope of VAT.

Note:

1-The council contracts for and places the order, receives the supply, receives a VAT invoice in its name and pays with its own funds

## **7.3. Legal Implications**

- 7.3.1. The Council has a duty under Section 13 of the Education Act 1996 to ensure that there are sufficient primary school places in its area. The proposal set out in this report is in accordance with that duty.
- 7.3.2. The Council has the general power of competence pursuant to s.1 (1) of the Localism Act 2011 to do anything that individuals generally may do provided it is not prohibited by legislation and subject to Public Law principles. The proposals set out in this report are consistent with this power.
- 7.3.3. All legal documentation connected with the lease for the use of the accommodation in the Orchard Wing at Bishop Stopford's School should be in a form approved by the Assistant Director, Legal and Governance Services.
- 7.3.4. The value of the works is below the European Union's procurement threshold and as such the Public Contracts Regulations 2006/2015 do not apply. However, the Council must adhere to the EU principles of transparency, proportionality, equality and non-discrimination. The Council must comply with its Contract Procedure Rules (CPR).
- 7.3.5. The Council must comply with its obligations with regards to obtaining best value under the Local Government (Best Value Principles) Act 1999.
- 7.3.6. Under the arrangements described in this report the Council must ensure that it keeps full and proper records of all monies that it reimburses to the LDBS (for the works at Bishop Stopford's School) and Suffolks Primary.

7.3.7. The funding agreement with the LDBS must be in a form approved by the Assistance Director of Legal Services.

7.3.8. The proposal has been lodged as a Key Decision through the Council's Democratic Process since the total proposed capital expenditure exceeds £250,000 (Ref: KD 3599). Once approved, the decision to proceed will be subject to the usual call-in requirements.

**7.3.9. Lease/Rent Agreement – for use of rooms in Bishop Stopford's School**  
To protect the Council, all underleases will be contracted out of the security of tenure provisions as set out within the Landlord and Tenant Act 1954.

#### **7.4. Property Implications**

7.4.1. The proposed project will ensure that sufficient accommodation is available to enable Chase Farm Temporary School@Suffolks to be able to provide additional primary pupil places from 1<sup>st</sup> September 2015 onwards to meet statutory requirements.

7.4.2. The scheme at Bishop Stopford's CE School has been competitively tendered to test the market. The judgement of the London Diocesan Board for Schools and Ian Fraser Associates (school consultants) is that the tender submitted by Contractor "A" is considered to be the most economically advantageous tender.

7.4.3. The professional costs (excluding surveys, planning fees, building control fees etc.) have been calculated on a percentage of the construction costs in accordance with London Diocesan Board for Schools (LDBS) policy, in this case 11.25%.

7.4.4 It should be noted at this stage that the Council has no contract or lease in place with the LDBS.

7.4.5 The lease should comply with the Council's Property Procedure Rules and as such a third party valuation will be required to demonstrate best value for the Council under s120 of the Local Government Act.

7.4.6 The Council will resist reinstatement of the whole at the end of the term as the Council is making the facilities better.

7.4.7 The lease will be contracted out of the security of tenure provisions as set out within the Landlord and Tenant Act 1954.

#### **8. KEY RISKS**

8.1. The risk in not proceeding as recommended above is that the contractor will fail to complete the scheme on programme and Chase Farm Primary School@Suffolks will not be in a position to provide additional primary pupil places from 1<sup>st</sup> September 2015 onwards.

Construction of a temporary school at Suffolks Primary School should provide a short-term solution to help address a number of risks facing the Council at the present time including:

- the forecast demand for the school places; and
- funding

- 8.2. There is a risk that if popular and successful Enfield schools near the borders of neighbouring boroughs are provided, then this could encourage an influx of pupils from those boroughs if they have not been successful in expanding their own provision.
- 8.3. Actual pupil numbers will be carefully monitored against projections to ensure that the Council strives to provide places in the actual areas of demand (i.e. local places for local children). Officers will also continue to engage in regional and bilateral discussions about the provision of places to assess provision in other Boroughs.
- 8.4. The procurement process has tested the contractors' abilities to provide the new facilities in the timescale required. Programme and project milestones have been clearly identified and progress will be closely monitored to ensure that, if any problems develop during the construction period, contingency plans are in place to minimise disruption to the school.
- 8.5. Costs will managed through the project and programme governance arrangements put in place.
- 8.6. A Risk Register will be set up to identify and manage project risks.

## **9. IMPACT ON COUNCIL PRIORITIES**

### **9.1. Fairness for All**

The Chase Farm Temporary School@ Suffolks will fully comply with the School Admissions Code and the School Admissions Appeal Code. As a state funded school, it will provide free education for pupils in the local area. The school will open to all children in the local community and seeks to be a fully inclusive school. The school is intended to serve as a priority those families living in the North Central area of the Borough as well as those who will move into new homes in the Chase Farm Hospital development.



## **9.2. Growth and Sustainability**

Numerous items have been included within the scheme so that it will comply with current Building Regulations as far as sustainability is concerned. These items are spread across subheadings including pollution, water, materials, management, health & wellbeing and energy.

By ensuring that places are provided in areas of highest demand, this will ensure that pupil mobility across the Borough is kept to a minimum (once the permanent buildings are constructed). This therefore means that increased road travel is minimised and families can be encouraged to walk to school.

It is proposed that pupils will be transported to the Temporary School from and to a designated point to be agreed in the Chase Farm Hospital area. This will help to reduce road travel, congestion and pollution.

The Temporary School will create additional jobs i.e. teaching and non-teaching.

## **9.3. Strong Communities**

This will be a diverse school, servicing a local community from many different cultures, backgrounds and religious beliefs. The school will expect that all children and their families show tolerance and respect towards each other. Wherever possible the facilities will be made available to the local community.

## **10. EQUALITIES IMPACT IMPLICATIONS**

An EQI assessment was completed for approval of the overall Schools Expansion Programme (SEP) Strategy in June 2012. The strategy was developed to ensure that there are sufficient places across the Borough to meet demand, that these places are not discriminatory and to ensure that all children have access to high quality education. The delivery of the strategy is updated annually following a review of pupil place projections. In accordance with the publication of statutory notices, full consultation with residents and parents will be conducted.

## **11. PERFORMANCE MANAGEMENT IMPLICATIONS**

- 11.1. The provision of places at the proposed temporary school will assist the Authority in meeting its statutory duty to ensure the availability of sufficient pupil places to meet projected demand pending completion of the permanent school buildings.

## **12. HEALTH & SAFETY IMPLICATIONS**

- 12.1. The CDM 2015 Regulations will apply to the works required at Bishop Stopford's CE School and the Health & Safety documentation is being prepared. Form F10 has been sent by Ian Fraser Associates to the Health & Safety Executive. In addition, the requisite notices and Health and Safety information will be issued to the contractor by Ian Fraser Associates.
- 12.2. Any proposed long-term works will also need to ensure compliance with the Workplace Reform Agenda for staff facilities.

## **13. PUBLIC HEALTH IMPLICATIONS**

- 13.1. Pupils will be transported to CFTS@S from a designated point in the North Central/Chase Farm Hospital area of the Borough. This will reduce pollution caused by traffic.

### **Background Papers**

- None

**MUNICIPAL YEAR 2014/2015 REPORT NO.**

**ACTION TO BE TAKEN UNDER  
DELEGATED AUTHORITY**

**PORTFOLIO DECISION OF:**  
Cabinet Member for Environment

**REPORT OF:**  
Director – Regeneration &  
Environment

<b>Agenda – Part: 1</b>	<b>KD Num: 4127</b>
<b>Subject: Third Generation Artificial Grass Pitch</b>	
<b>Wards: Southbury</b>	

Contact officer and telephone number: Matthew Watts – 0208 3795430

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**1. EXECUTIVE SUMMARY**

- 1.1 The Football Association (FA) has approached Enfield Council to express their interest to invest in and support grass roots football within the borough through the offer of funding for a new full size 3<sup>rd</sup> generation artificial grass pitch (AGP) at Enfield Playing Fields.
- 1.2 The FA has identified that there is a deficiency of up to seven AGP's within the borough, but the FA has identified Enfield Playing Fields as a hub site for football development within the borough.
- 1.3 The installation of a new AGP would reduce the deficiency of AGP's within the borough and support the Council's public health agenda of helping to reduce obesity.

**2. RECOMMENDATIONS**

- 2.1 Authority given to undertake a feasibility study with the FA to determine an appropriate location at Enfield Playing Fields.
- 2.2 To approve the borrowing of up to £150,000 from the Council's Leasing Fund that will provide the match funding to release the FA's proposed grant of up to £450,000.
- 2.3 Authority given for the Parks Service to concentrate fund raising efforts with the FA on the Enfield Playing Fields AGP over other potential sites.

### **3. BACKGROUND**

- 3.1 In December 2014 the Football Association announced plans for major investment in grass roots football. A significant part of their plan was the investment in grass roots facilities and specifically artificial grass pitches (AGP).
- 3.2 The FA has identified that there is currently a deficiency of seven AGP's within the London Borough of Enfield, and have approached the Council to gauge our interest in accessing the funding available to address the deficiency. The FA has written to the Council outlining that their favoured site is Enfield Playing Fields, which they deem a hub football site.
- 3.3 AGP's are increasingly being installed across the country because they can withstand far greater use than a grass pitch, being floodlit they can be used throughout the day, and if managed well they can generate a higher income than a grass pitch.
- 3.4 In addition to supporting grass roots football, the 3G pitch would provide an ideal facility to run classes that support the Council's wider objectives of getting young people into sport and improving public health. New top quality sports facilities such as these can help bring people together from all corners of a community to promote sport and healthy living. This is a fantastic opportunity to get all families active to help tackle the growing obesity problem in Enfield by having a facility that is available all year round.
- 3.5 In addition to the sport and health benefits it is believed that a new facility would have wider social benefits. Examples from local and national experience have shown that community engagement with positive activities for younger people will encourage legitimate use of public spaces and pro-social behaviour by the participants and spectators.
- 3.6 Officers have undertaken an appraisal of twelve potential sites across the borough. A range of factors were considered including location, operational issues, and likely management model of each site. The appraisal supported the FA's assessment that Enfield Playing Fields is the most suitable site within the borough.
- 3.7 A full size 3<sup>rd</sup> generation AGP typically costs between £500k-600k, depending on the location and amount of groundwork and associated infrastructure that is required. The FA has stated that they would be prepared to fund up to 75% of the capital costs of the project. Consequently the Council would need to commit up to £150,000 of match funding to release the FA's funding.
- 3.8 Our projections suggest that a full size AGP at Enfield Playing Fields could generate circa £15k per annum (after running costs, a

facility at Enfield Playing Fields and without the FA's funding an AGP would not be financially viable.

#### **4. ALTERNATIVE OPTIONS CONSIDERED**

- 4.1 Don't pursue an AGP at any location.
- 4.2 Assess the suitability of other park sites.
- 4.3 Source the match funding from other sources.

#### **5. REASONS FOR RECOMMENDATIONS**

- 5.1 The site appraisal has identified that Enfield Playing Fields is the most suitable location for the installation of a 3<sup>rd</sup> generation AGP. This is backed up by the FA's own assessment that has identified the site as a hub football site.
- 5.2 An AGP would generate an income for the Council that would be used to support the investment in the sports pitch service.
- 5.3 An AGP would not only support grass roots football within the borough, but could be utilised by a range of groups to improve public health and support young people into sport.

#### **6. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES, AND OTHER DEPARTMENTS**

##### **6.1 Financial Implications**

- 6.1.1 To release the FA grant of £450,000 the Parks Service has identified £150,000 to meet the match funding requirement for the project. The £150,000 will be funded from the internal leasing fund and repaid over a ten year period at an overall cost of approximately £174,000. The annual repayments of £17,388 would be funded through income generated from the facility of circa £80,000 per annum.
- 6.1.2 Based on the Football Foundation's guidance it is estimated that the running costs of the facility would be £65,000 per annum against an estimated income of £80,000 per annum. This is summarised in Appendix 1. Any surplus generated from the facility would be reinvested back into the sports pitch service.

##### **6.2 Legal Implications**

- 6.2.1 Pursuant to its powers under S.19 of the Local Government (Miscellaneous Provisions) Act 1976 to provide such recreational facilities as it thinks fit (including power to provide buildings, equipment, supplies and assistance of any kind for this purpose), to provide open spaces and to manage and control them, the local

contribution to a sinking fund and repayments on the loan required to match fund the project) that could be invested back into the sports pitch service.

- 3.9 It is believed that there is sufficient demand for a new facility as a significant amount of football training already takes place at Enfield Playing Fields. As the parks service does not currently charge for training the pitches are subject to additional wear without financial benefit. A good quality facility would capture the demand of teams wanting to train whilst preventing undue wear to the pitches and generating an income for the Council that could be reinvested back into the sports pitch service.
- 3.10 Subject to the approval of the proposals outlined within this report, the Council would need to undertake a feasibility study that would underpin the application. The FA has offered to financially support the feasibility study and work with the Council on their bid.
- 3.11 An initial meeting has been held with a representative from the Friends of Enfield Playing Fields and Councillors from both Southbury and Town Wards. The concerns raised at these meetings have been captured and will be fed into the feasibility study. The concerns raised in the meetings were:
1. Parks Service to consider alternative parks to avoid further development at Enfield Playing Fields
  2. The Friends would not support the loss of any green space so existing hard standing should be considered
  3. Noise and light mitigation would need to be considered to limit impact on park and surrounding residential properties
  4. The positioning of the facility would be key, and the facility should be located close to other areas of development e.g. the stadium or the A10
  5. Traffic flow and parking would need to be considered when a preferred location was chosen
  6. The hours of use would need to be managed carefully particularly when Enfield Town FC have home games
  7. Free community use would be necessary as part of the management of the facility
  8. A consultation would be required as part of the feasibility study
  9. A second report would be required to confirm the location
- 3.12 The key concerns raised by the Friend of Enfield Playing Fields and ward councillors are all valid concerns and will be fed into the brief for the feasibility study. This is with the exception of point 1, to consider alternative sites. As outlined in 3.6 above, an appraisal of alternative sites has already been conducted and our own assessment is consistent with the FA's view that Enfield Playing Fields is the most suitable. Furthermore, the FA's offer of funding is based solely on a

authority has power by virtue of s.111 of the Local Government Act 1972 to do anything (whether involving the expenditure, borrowing or lending of money or the acquisition or disposal of any property or rights) which is calculated to be conducive or incidental to, the discharge of this function.

- 6.2.2 The Council has the general power of competence under section 1(1) of the Localism Act 2011 to do anything that individuals generally may generally do provided it is not prohibited by legislation. There is no express prohibition, restriction or limitation contained in a statute against use of the power in this way.
- 6.2.3 The Council must comply with its obligations with regards to obtaining Best Value under the Local Government (Best Value Principles) Act 1999.
- 6.2.4 The Council must comply with its Contract Procedure Rules (CPRs), for example if procuring a consultant to carry out a feasibility study.
- 6.2.5 The Council must comply with any grant conditions imposed by the FA in return for providing funding for the AGP. In making grants, the Council must be mindful of the rules relating to State Aid.
- 6.2.6 Any legal agreements arising from the grants referred to in this report must be approved by the Assistant Director of Legal Services.

### **6.3 Property Implications**

There are no Property Implications at this stage.

## **7. KEY RISKS**

A key risk would be that the facility would not get sufficient use to support itself. This risk would be mitigated by a competitive pricing structure and working with a range of partners to ensure the success of the facility. Whilst underuse is a potential risk, the level of deficiency within the borough suggests that there is a need for the facility.

## **8. IMPACT ON COUNCIL PRIORITIES**

### **8.1 Fairness for All**

A Council owned and maintained 3G AGP would benefit the whole community through access to an all-weather sporting facility. It is proposed that any new facility would be priced competitively and during could be reserved during quiet times for use by schools to allow access for those across the borough.

### **8.2 Growth and Sustainability**

A new 3G AGP would generate an income for the Council that could be invested back into the borough's sports pitches. A sustainable income would support the wider sporting offer within the borough and help achieve strong and sustainable communities.

### **8.3 Strong Communities**

A new facility would bring communities together through a shared love of sport. The facility would support healthy lifestyles and the Council's drive for better health among our residents.

## **9. EQUALITY IMPACT IMPLICATIONS**

Advice has been sought from the Corporate Equalities Team who has confirmed that it is not proportionate or necessary for an equalities impact assessment for the 3G AGP.

## **10. PERFORMANCE MANAGEMENT IMPLICATIONS**

The proposals outlined within this report should have no effect on the performance management of the service. The proposed pitch would contribute to the achievement of the Council's Health and Sports and Leisure targets.

## **11. HEALTH AND SAFETY IMPLICATIONS**

A new facility would be managed in line with the FA's guidelines for managing 3G AGP. There would be a routine maintenance programme that would ensure the pitch was safe for use and free from any defects that could cause injury.

## **12. PUBLIC HEALTH IMPLICATIONS**

A new facility would support the Council's drive for healthier lifestyles through the installation of an affordable all weather facility. The facility would help develop grass roots football and support other forms of sport and recreation so increasing physical activity and reducing obesity.

### **Background Papers**

None



### 3rd Generation Artificial Grass Pitch Business Plan

<b>Income</b>	<b>£ 80,000.00</b>	Based on paid usage of 25 hrs per week 40 weeks per year @ £80 per hour
<b>Expenditure</b>		<b>Notes</b>
Sinking Fund	£ 25,000.00	As per Football Foundation guidance Year 5 costs
Annual Maintenance Contract (quarterly)	£ 4,917.00	As per Football Foundation guidance Year 5 costs
Cleaning (litter collection and leaf removal)	£ 1,688.00	Could be carried out by staff, FF guidance doesn't include staffing costs
Equipment Replacement	£ 2,185.00	As per Football Foundation guidance Year 5 costs
Regular Maintenance (weekly cleaning regime)	£ 2,814.00	Could be carried out by staff, FF guidance doesn't include staffing costs
Floodlight lamp replacement	£ 2,600.00	As per Football Foundation guidance Year 5 costs
Floodlight maintenance	£ 800.00	As per Football Foundation guidance Year 5 costs
Utility costs	£ 8,104.00	As per Football Foundation guidance Year 5 costs
Capital repayments	£ 17,388.00	Repayments based on loan of £150,000 paid back over 10 years
<b>Total Expenditure</b>	<b>£ 65,496.00</b>	
<b>Profit/(Loss)</b>	<b>£ 14,504.00</b>	

#### NOTES

Income is based on 0% occupancy of the pitch at off peak times and 75% (30 hours out of a possible 40 hours) occupancy during evenings and weekends 9 months per year

5 hours of free usage would be provided to a partner organisation in exchange for management of the facility

Peak hours are considered to be Monday to Friday 6:00pm -10:00pm, Saturday 9:00am - 8:00pm, Sunday 10:00am - 7:00pm

The cost provided of £80 per hour pitch hire is lower than the cost of hire of the 3G pitch at Southbury LC which are currently £108 for 1 hour or £68 for half an hour.

Expenditure costs are based on Football Foundation (FF) Guidance Year 5 costs with the exception of staffing costs which aren't included in FF guidance and are therefore estimated

