

## TRAFFORD COUNCIL

### DELEGATED EXECUTIVE MEMBER DECISION REPORT

**Report to:** Executive Member for Housing and Regeneration  
**Date:** 13/8/20  
**Report for:** Decision  
**Report of:** Corporate Director for Place

#### Report Title

**Trafford Park – Local Testing Station (LTS).**

#### Summary

A key component in tackling COVID-19 has been ensuring residents have adequate access to testing. A number of local positive tests have resulted in the need for an LTS.

The Council deems it necessary to respond to the local need and support the set up and operation of a local LTS.

An appropriate site has been identified on 11<sup>th</sup> Avenue (Car Park).

Actions are under way to make it possible to set up the site in the time frames required.

#### Recommendation(s)

It is recommended that the Executive Member :-

- (i) Gives approval for Trafford Council to grant a licence to the Secretary of State for Housing, Communities and Local Government for a site on 11th Avenue, Trafford Park, on the Heads of Terms as attached to this report.
- (ii) Authorises the Corporate Director for Place to agree any minor amendments that may be required to be made to the heads of terms in order to facilitate the grant of a licence.
- (iii) Authorises the Corporate Director of Governance and Community Strategy to enter into any legal documents required to facilitate the appropriate transactions.
- (iv) Authorises that this report should be considered as 'urgent business' and the decision exempted from the 'call-in' process

Contact person for access to background papers and further information:

Name: Russell Clarke  
Mobile: 07999-202696  
Email: russell.clarke@trafford.gov.uk

Background Papers: None

*Implications:*

Relationship to Corporate Priorities	Health and wellbeing
Relationship to GM Policy or Strategy Framework	<i>The GM response to the Covid Pandemic.</i>
Financial	<i>There are no direct financial implications for the Council.</i>
Legal Implications:	<i>The legal team will execute the legal agreements for the set and operation of the site.</i>
Equality/Diversity Implications	<i>The service will be available to all people requiring testing in the area in line with Govt guidance.</i>
Sustainability Implications	<i>N/A</i>
Resource Implications e.g. Staffing / ICT / Assets	<i>Staff have volunteered time to execute the required actions to enable the site to be set up and operated.</i>
Risk Management Implications	<i>The H and S team will be consulted with in relation to this project.</i>
Health & Wellbeing Implications	<i>As a response to the Covid Pandemic</i>
Health and Safety Implications	<i>The site is an existing site and as part of the agreement will be handed over to the contractor for site set up and the Department of Health &amp; Social Care for operation.</i>

## 1.0 Background

1.1 A key component in tackling COVID-19 has been ensuring residents have adequate access to testing. Trafford Park is a major employer in Trafford and there have already been a number of outbreaks in the area, and it therefore proposed to establish a local testing site for people who work in this area.

1.2 The Local Testing Site (LTS) is proposed as a free service for local business for a period of between 3-6 months; the site will be a four bay site with separate access and egress from the site by foot. The site is within easy walking distance of the Tram (Village Metro-link stop) and all major traffic routes for staff access. The site is also within easy walking distance of local businesses and shops.

1.3 Local Testing Sites are booked onto the same way as other sites, either online or by calling 119. People can then either walk up to the site if they are based close by, or drive near to the site and park up locally. The site will be available 7 days a week between 8am and 8pm

## 2.0 The Site

2.1 **The proposed site:** 11th Avenue Car Park (Council Owned). The car park is a 28 space car park that is easily accessible by road and from the pavement for walk in access. The car park is a free car park and is used by local businesses and the community groups but other street parking is available nearby. A site plan is attached at Appendix A.

2.2 It is proposed to permit the Secretary of State for Communities Housing and Local Government to occupy the site on a licence for three to six months at a pepper corn. The Heads of Terms are attached as Appendix B.

2.3 **Delivery:** Subject to approval the contractor Deloitte will survey site on 21st August, will build from Monday 24th August and will Pilot from Tuesday 25th August. Once the site set up is complete the site will be handed over to the Department of Health & Social Care for the operation of the testing facility. There will be site security 24/7 throughout the period of the pilot.

2.4 The Local Planning Authority has advised that this would be a permitted development until 31 December 2020. After this point a planning application would be required unless the Government extend the rights for this type of development.

### **3.0 Consultation**

3.1 The staff team will consult with, Ward members, local businesses and community groups over the next period and in advance of the site set-up. Initial feedback is positive in relation to the use of the site for the LTS.

### **4.0 Risk Management**

4.1 As part of the agreement the contractor will manage the risk on site for the site set up and the Department of Health & Social Care for the operation of the site. The team will consult with the Health and Safety Team to make sure all arrangements are in place to manage risks during the project.

### **5.0 Reasons for Recommendation**

5.1 The decision is required to address the need for a LTS in the Trafford Park area. This is a direct response to a number of local positive tests and the need to re-inforce testing in that area to limit any potential outbreak.

5.2 Actions to enable the site to be available and accessible for staff and the public.

### **6.0 Urgency of Decision**

6.1 This report should be considered as 'urgent business' and the decision exempted from the 'call-in' process for the following reason(s):

6.2 The decision is required to allow the testing station to be set up at short notice in line with the community need to establish a local testing facility.

### **7.0 Other Options**

This site was selected due to it being Council owned site and its location. The location is crucial given how many businesses operate out of this area and the spread of COVID in businesses is increasing.

The site was also selected as an ideal size as it needed to be large enough to hold the testing site and accessible as a walk in accessible site. The proximity to the tram stop was also a factor in site selection.


The former Trafford Depot on 2<sup>nd</sup> Avenue was initially considered but discounted as not so accessible and currently being used for storage along with requiring more work to make it suitable for the LST.

**Key Decision** (as defined in the Constitution): No

**Finance Officer Clearance** (type in initials).....GB.....

**Legal Officer Clearance** (type in initials).....TR.....

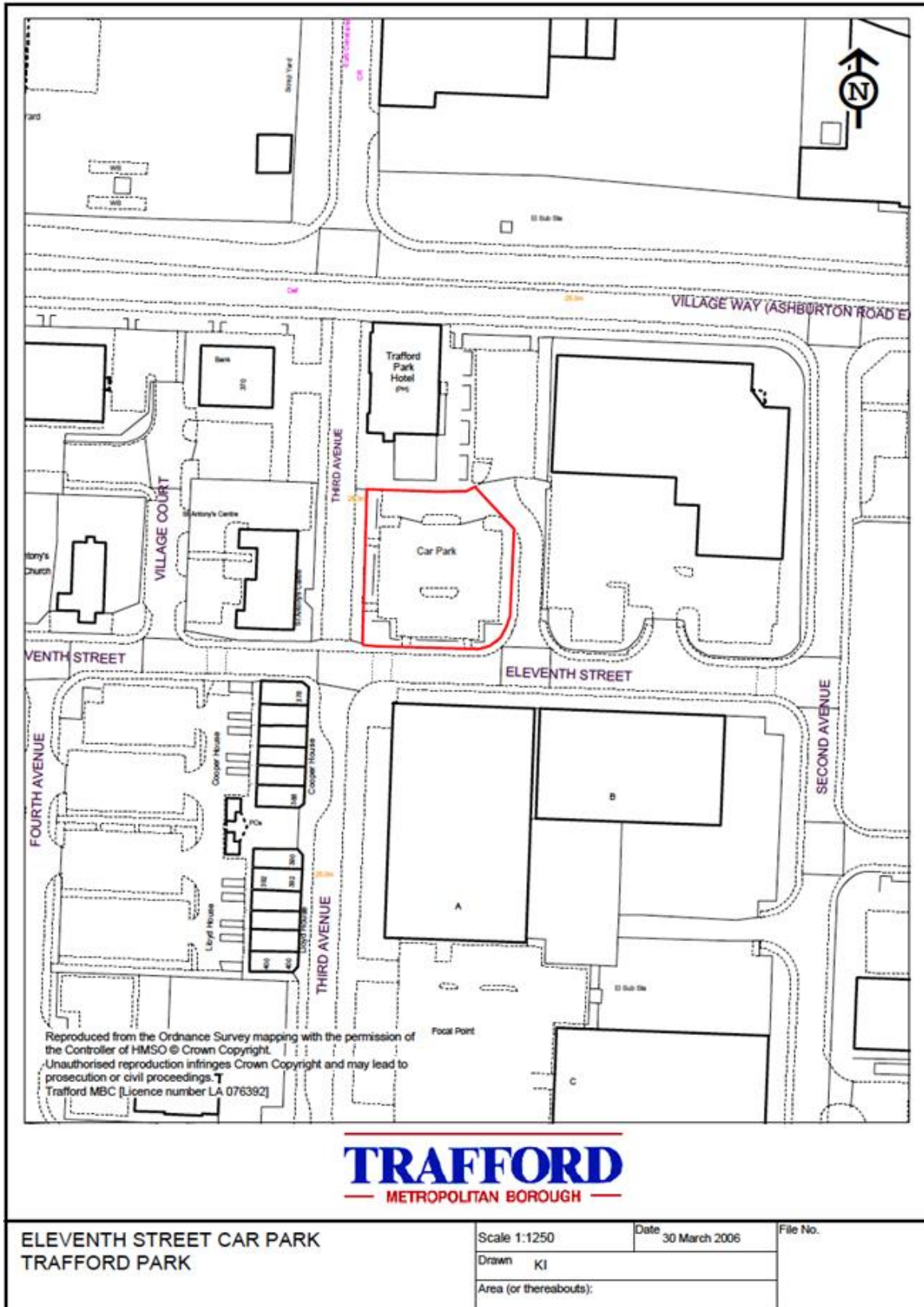
**[CORPORATE] DIRECTOR'S SIGNATURE**



(electronic).....

To confirm that the Financial and Legal Implications have been considered and the Corporate Director has cleared the report prior to issuing to the Executive Member for decision.

Appendix A: Site Plan



## HEADS OF TERMS

[SITE NAME]

PRIVATE AND CONFIDENTIAL

SUBJECT TO CONTRACT [       ]

2020

<b>LICENSOR</b>	[DETAILS]
<b>LICENSEE</b>	<b>The Secretary of State for Housing Communities and Local Government</b> Care of the Department of Health and Social Care of [DETAILS]
<b>LICENSED AREA</b>	The area shown [edged red] on the plan attached and known as [DETAILS]
<b>LICENCE FEE</b>	A peppercorn (if demanded)  The Licensor has not elected for VAT and no VAT will be chargeable
<b>LICENCE PERIOD</b>	A term of 3 calendar months (this is a maximum term)  There are unconditional breaks during the term for both the Licensor and the Licensee on 20 working days' notice. The Tenant may not break the licence during a specified minimum period (the first 1 month of the term).
<b>RIGHTS GRANTED</b>	Over the Licensor's estate to enable the use and occupation of the Demised Area
<b>RIGHTS RESERVED</b>	Right for the Licensor to carry out inspection and minor works subject to compliance with the Tenant's on site health and safety regime
<b>PERMITTED USE</b>	As a medical testing centre
<b>ALIENATION</b>	The Licence will allow the Licensee to share occupation.  The Licensee may not assign the licence save that it is free to assign to another Crown body.
<b>SERVICES AND SERVICE CHARGE</b>	None but the Licensee will be responsible for any services consumed at the Demised Premises.
<b>INSURANCE</b>	The Licensee will not be required to insure. The Licensee is a Crown Body and will 'self-insure'
<b>REPAIRING OBLIGATIONS</b>	The Licensee will not cause any damage and will reinstate the Licensed Area in line with a Schedule of Condition prepared at the outset.
<b>ALTERATIONS</b>	The Licensee is free to alter the Licensed Area but agrees to reinstate the Licensed Area at the end of the Licence Period
<b>RATES, TAXES AND UTILITIES</b>	The Licensee will pay all business rates, outgoings and utilities from completion or earlier occupation.

<b>HEALTH, SAFETY AND SECURITY</b>	<p>The Licensee expects to operate the Licensed Area and to be responsible for health and safety at the Licensed Area during the Licence Period</p> <p>The Licensee is responsible for the security of the License Area during the Licence Period and will work to integrate its security arrangements with any existing security arrangements for the Licensor's retained estate</p> <p>Trafford Council have requested a copy of the Risk Assessments for set up, take down and operation of the site.</p>
<b>INDEMNITY</b>	<p>The Licensee shall indemnify against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Licensee's interest in the Licenced Area and loss of amenity of the Licensed Area) suffered or incurred by the Licensor arising out of or in connection with:</p> <p>(a) the use of the Licensed Area in connection with the Permitted Use;</p> <p>(b) any breach of any licensee covenants in this agreement; or</p> <p>(c) any act or omission of the Licensee or any other person on the Licensed Area with the Licensee's actual or implied authority.</p>
<b>LEGAL AND OTHER COSTS</b>	Each party to bear their own legal costs.
<b>LICENSOR'S SOLICITORS</b>	[DETAILS]
<b>LICENSEE'S SOLICITORS</b>	<p>Property Law Hub,  Government Legal Department,  2 Rivergate, Temple Quay, Bristol, BS1 6EW<sup>1</sup>.  Tel: 07881 842 007  <a href="mailto:propertylawhub@governmentlegal.gov.uk">propertylawhub@governmentlegal.gov.uk</a></p>

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<sup>1</sup> Currently home-working due to COVID-19 restrictions, please do not send mail to this address