

## **TRAFFORD COUNCIL**

### **DELEGATED EXECUTIVE MEMBER DECISION REPORT**

**Report to:** Executive Member for Housing and Regeneration  
**Date:** 01/09/2020  
**Report for:** Decision  
**Report of:** Corporate Director for Place

#### **Report Title**

**Partington – Local Testing Site (LTS).**

#### **Summary**

A key component in tackling COVID-19 has been ensuring residents have adequate access to testing. Trafford has been reliant on Mobile Testing Units as part of this, but have been informed we cannot guarantee their continued presence.

A local testing site is therefore being proposed in Partington. Partington is seen as a key area needing a testing site because it is an area of deprivation that has poor transport links.

Following engagement work in the community, an appropriate site was found at the old Moss View Road (former School site).

Actions are under way to make it possible to set up the site in the time frame 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 Moss View Road School Site, Partington, 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>An estimated cost of £27,500 has been provided for enabling works for the site. This will be funded £4,865 from CCG and the remainder from the Council's capital programme. The Council will seek to recover costs from government as are directly related to COVID-19.</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>None</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 does not currently have a permanent testing site and has been reliant on Mobile Testing Units (MTU). However we have been informed by Greater Manchester that they cannot guarantee the ongoing use of MTU's and that they are likely to be redeployed in cases of outbreaks across the country. As a result, we are looking at developing two Local Testing Sites in Trafford. One of these sites is in Partington.

1.2 Partington was chosen as a proposed site location because –

- It is a high area of deprivation with higher than average levels of unemployment and low income workers. We know from Public Health England that people who live in deprived areas have higher diagnosis rates and death rates than those living in less deprived areas.
- The area is incredibly isolated, transport links to other areas in Trafford are very poor and a large percentage of the population do not have access to cars. Ongoing consultation from residents has highlighted that residents are not going to get tested because they cannot get to these sites.

- Partington has a very strong community spirit, with excellent levels of community engagement and dynamic partnerships who would be keen to promote and support this testing offer.

- 1.3 The Local Testing Site (LTS) is proposed as a free service for local residents for a period of between 3-6 months. LTS are walk in sites, which means people either walk to the site if they live close enough or can drive and park locally. Local Testing Sites are booked onto the same way as other sites, either online or by calling 119. The site will be available 7 days a week between 8am and 8pm.

## 2 The Site

- 2.1 **The proposed site:** The old Moss View Road School (Council Owned). The site is no longer being used as a school. Staff working for the Environment Strategic Business Manager currently operate out of the site, but following a site inspection by Deloitte, it was ascertained that the testing element of the site and the workforce currently operating are able to be kept completely separate. This is made possible because the building has a point where it can be effectively divided in two, even to the extent that there is a separate alarm for that part of the building. 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 04/09/20, will build from 07/09/20 and will Pilot from 08/09/20. 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 initially be site security 24/7.
- 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 Costs

- 3.1 Various works have been instructed in preparation for the site the details of which are set out below:

### **Works below to be funded by CCG**

Lock changes and site works £1,190.00,  
 Water supply to the operations room and toilets £900.00  
 Gardening / clearance £900.00  
 Rubbish removal £1500.00  
 Electrical checks/repairs and FFE £375.00

Costs subject to VAT and Fees

### **Works below to be funded by Capital works budget**

Resurfacing works £22,350

Costs subject to VAT and Fees

Estates will work with colleagues in finance to allocate costs to appropriate budgets.

#### **4 Consultation**

- 4.1 Regular consultation with key community groups has been undertaken in Partington over the proposed testing site. Key feedback from groups was that whilst they want a site in walking distance they did not want a site in the direct centre of Partington next to shops. As a result of this feedback a new site was chosen at Moss View Road School, rather than the original planned site that was directly in the centre of Partington. Feedback for both a testing site in general and specifically this site, has been positive. Local Cllrs have also been informed and have been positive towards having a site in Partington.

#### **5 Risk Management**

- 5.1 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.

#### **6 Reasons for Recommendation**

- 6.1 The decision is required to address the need for a LTS in the Partington area. Without a site, residents in Trafford and specifically Partington will continue to struggle to access testing, which in turn hampers Trafford's efforts to tackle COVID.
- 6.2 Actions to enable the site to be available and accessible for staff and the public.

#### **7 Urgency of Decision**

- 7.1 This report should be considered as 'urgent business' and the decision exempted from the 'call-in' process for the following reason(s):
- 7.2 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.

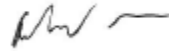
#### **8 Other Options**

- 8.1 Due to the requirements around the site ideally needing to be owned by the Council and the feedback that the site needing to be in Partington, but not directly in the centre of Partington, this was considered the only option for a LTS.
- 8.2 The car park next to the health centre was considered before being discounted following feedback from community groups.

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

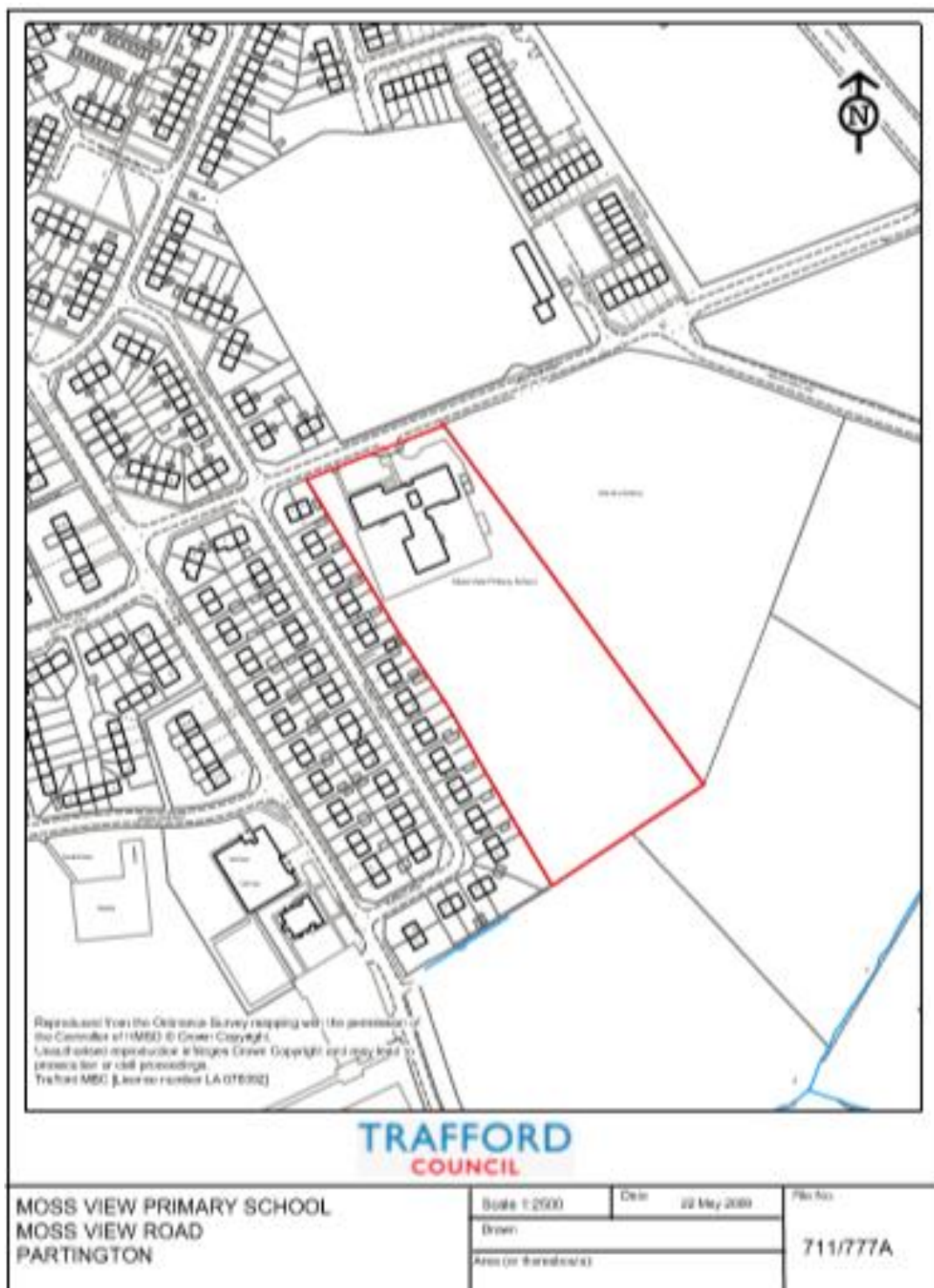
**Finance Officer Clearance** (type in initials) PC  
**Legal Officer Clearance** (type in initials) TR

**[CORPORATE] DIRECTOR'S SIGNATURE** *(electronic)*

A handwritten signature in black ink, appearing to be 'J. W. Smith', written over a horizontal line.

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



**Moss View -  
Occupied Areas.pdf**



## HEADS OF TERMS

[SITE NAME]

PRIVATE AND CONFIDENTIAL

SUBJECT TO CONTRACT [ ]

2020

LICENSOR	[DETAILS]
LICENSEE	<b>The Secretary of State for Housing Communities and Local Government</b> Care of the Department of Health and Social Care of [DETAILS]
LICENSED AREA	The area shown [edged red] on the plan attached and known as [DETAILS]
LICENCE FEE	A peppercorn (if demanded) The Licensor has not elected for VAT and no VAT will be chargeable
LICENCE PERIOD	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).
RIGHTS GRANTED	Over the Licensor's estate to enable the use and occupation of the Demised Area
RIGHTS RESERVED	Right for the Licensor to carry out inspection and minor works subject to compliance with the Tenant's on site health and safety regime
PERMITTED USE	As a medical testing centre
ALIENATION	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.
SERVICES AND SERVICE CHARGE	None but the Licensee will be responsible for any services consumed at the Demised Premises.
INSURANCE	The Licensee will not be required to insure. The Licensee is a Crown Body and will 'self-insure'
REPAIRING OBLIGATIONS	The Licensee will not cause any damage and will reinstate the Licensed Area in line with a Schedule of Condition prepared at the outset.
ALTERATIONS	The Licensee is free to alter the Licensed Area but agrees to reinstate the Licensed Area at the end of the Licence Period to at least its original handover condition.
RATES, TAXES AND UTILITIES	The Licensee will pay all business rates, outgoing 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> <ul style="list-style-type: none"> <li>(a) the use of the Licensed Area in connection with the Permitted Use;</li> <li>(b) any breach of any licensee covenants in this agreement; or</li> <li>(c) any act or omission of the Licensee or any other person on the Licensed Area with the Licensee's actual or implied authority.</li> </ul>
<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>

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