

Members of Barrow Parish Council are summoned to attend an **Extraordinary Meeting of the Parish Council** on Saturday 10 February 2024 at Starbucks, Barrow Brook Industrial Park, Barrow, commencing at 10.00.

Members of the public are welcome to attend.

Agenda

- 1. Apologies for absence.
- 2. Declarations of disclosable pecuniary and other registrable and non-registrable interests.

Members are reminded of their responsibility to declare any disclosable pecuniary, and other registrable and non-registrable interest in respect of matters contained in the agenda.

3. Public participation.

ITEMS for DECISION:

4. UK Shared Prosperity Fund - Car Park.

Report of the Clerk (enclosed), for members to approve the UK Shared Prosperity Fund Terms and Conditions associated with the resurfacing and marking out of the car park, including the installation of vehicle charging points, on the car park to the rear of 23-25 Old Row, Barrow, BB7 9AZ, which is in line with national government guidance for UKSPF funding.

5. UK Shared Prosperity Fund - Conversion of Old Pub and Cottage.

Report of the Clerk (enclosed), for members to approve the UK Shared Prosperity Fund Terms and Conditions associated with the conversion of the former public house/ restaurant, including the attached cottage, at 23-25 Old Row, Barrow, BB7 9AZ into a village hall with office accommodation and community space, which is in line with national government guidance for UKSPF funding.

Rife Hill.

Clerk and Responsible Financial Officer to Barrow Parish Council. Email: clerk@barrowparishcouncil.org.uk Phone: 07855 183 444 web: www.barrowparishcouncil.org.uk

Agenda Item 4

Item for Decision



Meeting Date:	10 February 2024
Title:	UK Shared Prosperity Fund (UKSPF) Terms and Conditions – Car Park
Submitted by:	Clerk and Responsible Financial Officer.

1. Purpose of the report.

Members are requested to consider and approve the UK Shared Prosperity Fund's terms and conditions associated with the resurfacing and marking out of the car park, including the installation of vehicle charging points, on the car park to the rear of 23-25 Old Row, Barrow, BB7 9AZ.

2. Background.

Members will recall that RVBC have agreed to provide the Parish Council a grant of £25,000 for the resurfacing and marking out of the car park, including the installation of vehicle charging points, on the car park to the rear of 23-25 Old Row, Barrow.

3. Next Steps.

In line with the national government guidance for the UKSPF, the Parish Council are required to agree in writing the terms and conditions associated with the fund. These are shown in Appendix 1a and 1b to the Report.

4. Insurance Considerations.

Within the Council's current Insurance Policy, the following levels of cover are provided. These levels exceed the requirements set out in paragraph 10 of Appendix 1b.

		BHIE
Cover Summary		
Section	Cover Operative	Limit of Indemnity
Property Damage	Covered	As per Schedule
Money	Covered	As per Schedule
Business Interruption	Covered	As per Schedule
Employers' Liability	Covered	£10,000,000
Public and Products Liability	Covered	£10,000,000
Fidelity Guarantee	Covered	£150,000
No Claims Discount and Application of Excess Protection	Not Covered	Not Applicable
Libel and Slander	Covered	£250,000
Officials Indemnity	Covered	£500,000
Personal Accident	Covered	£100,000
Legal Expenses	Covered	£250,000

5. Members are recommended to:

- a. Consider the Report and Appendix 1a and 1b to the Report.
- b. Confirm they agree to comply with the requirements of the UKSPF as set out in Appendix 1a and 1b to the Report and wish to proceed.
- c. Authorise the Clerk to formally write to the RVBC stating that the Parish Council will comply with the requirements of the UKSPF and are happy to proceed.

Note:

If the above recommendations are approved, RVBC will issue a Grant Agreement for signature and completion.

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Appendix 1a.

RIBBLE VALLEY BOROUGH COUNCIL

please ask for: Nicola Hopkins direct line: 01200 414532 e-mail: Nicola.hopkins@ribblevalley.gov.uk my ref: NH your ref: date: 2nd February 2024

Council Offices Church Walk CLITHEROE Lancashire BB7 2RA

Switchboard: 01200 425111 Fax: 01200 414488 www.ribblevalley.gov.uk

Dear Mr Hill,

UK Shared Prosperity Fund Grant Offer

I write further to the meeting of the Policy and Finance Committee on 23rd January 2024 and the resolution of that Committee which approved a grant to Barrow Parish Council.

A grant agreement will be issued to you shortly and no grant will be made until it has been completed. I have however set out below and attached the parts of that agreement which are required in order to fulfil the requirement of the UKSPF.

Ribble Valley Council (the Funder) has agreed to provide a grant of £25,000 to Barrow Parish Council (the Recipient), utilising part of the Council's 2024/25 UK Shared Prosperity Fund (UKSPF), allocation to part fund the following Project:

The resurfacing and marking out of the car park, including the installation of vehicle charging points, on the car park to the rear of 23-25 Old Row, Barrow, BB7 9AZ, which is in line with national government guidance for UKSPF funding.

The Communities and Place investment priority of the UKSPF, within which this project falls, seeks to strengthen our social fabric and foster a sense of local pride and belonging, through improvements to existing, community and neighbourhood infrastructure projects.

More specifically, the Project falls within intervention E2 of the of the UKSPF Prospectus which includes funding for new, or improvements to existing, community and neighbourhood infrastructure. For the avoidance of doubt the Outcomes and Outputs expected to be delivered under this intervention and Project are as follows:

Outputs

- Number of organisations receiving grants
- Number of neighbourhood improvements undertaken.
- Number of facilities supported/created.
- Number of local events or activities supported
- Amount of low or zero carbon energy infrastructure installed

Outcomes

- Jobs created.
- Jobs safeguarded
- Increased users of facilities/amenities
- Improved perception of facility/infrastructure project

• Improved perception of facilities/amenities

Please review the above and the attached terms and confirm in writing that you are able to comply with those requirements of the UKSPF fund and that you wish to proceed. As set out above a grant agreement will then be issued to you for signature and completion.

Yours sincerely,

Nicola Hopkins DIRECTOR OF ECONOMIC DEVELOPMENT AND PLANNING

Mike Hill Barrow Parish Council 14 Longridge Road Chipping Preston Lancashire PR3 2QD









Appendix 1b.

- 1) The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget.
- 2) The Recipient shall use all reasonable endeavours to ensure the Project is completed in accordance with the Subsidy Control Law. The Recipient agrees to maintain appropriate records of compliance with the Subsidy Control Law and agrees to take all reasonable steps to assist the Council to respond to any investigation(s) in respect of the Project.
- 3) In accordance with the Subsidy Control Act 2022 under section 79(6) the Recipient must have regard to the Subsidy Control guidance (so far as applicable to the authority and the circumstances of the case- <u>UK Shared Prosperity Fund: subsidy</u> <u>control (7) - GOV.UK (www.gov.uk)</u>) when giving a subsidy or making a subsidy scheme
- 4) The Recipient must comply with the public sector equality duty and provide to the Funder evidence of such compliance as part of its reporting obligations.
- 5) The Recipient shall follow the Ribble Valley Council's Contract Procedure Rules: "A Contract made under CPR 6.2 where the estimated value is:... (ii) over £10,000 but not exceeding £100,000 may be made after obtaining at least three written quotations. It is advised that a greater number of quotes may need to be sought in order to ensure that three as a minimum are returned;" (All projects are required to comply with UKSPF Guidance including UK Shared Prosperity Fund: procurement (8) - GOV.UK (www.gov.uk) UK Shared Prosperity Fund: assurance and risk (5) - GOV.UK (www.gov.uk)
- 6) The Recipient must obtain value for money when using grant Funding and will act in a fair, open and non-discriminatory manner when buying goods and services.
- 7) DLUHC will require formal reporting on a sixth monthly basis and summary updates on a quarterly basis from lead local authorities (The Funder). The Recipient shall submit full details of the outputs and outcomes delivered by the Project.
- 8) The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.
- 9) The Recipient shall affect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the Required Insurances).
- 10) The Required Insurances referred to above include (but are not limited to):

(a) public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project; and

(b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

11) The Recipient to ensure that the appropriate UK government logos are used prominently in all communications materials and public facing documents relating

to funded activity – including print and publications, through to digital and electronic materials.

12) Payment of the grant monies will be within 28 days of receipt of invoice detailing completion of the works.







Agenda Item 5 Item for Decision



Meeting Date:	10 February 2024
Title:	UK Shared Prosperity Fund (UKSPF) Terms and Conditions – Conversion of old pub and cottage
Submitted by:	Clerk and Responsible Financial Officer.

1. Purpose of the report.

Members are requested to consider and approve the UK Shared Prosperity Fund's terms and conditions associated with the conversion of the former public house/ restaurant, including the attached cottage, at 23-25 Old Row, Barrow, BB7 9AZ into a village hall with office accommodation and community space.

2. Background.

Members will recall that RVBC have agreed to provide the Parish Council a grant of £199,150 for the conversion of the former public house/restaurant, including the attached cottage, at 23-25 Old Row, Barrow, BB7 9AZ into a village hall with office accommodation and community space.

3. Next Steps.

In line with the national government guidance for the UKSPF, the Parish Council are required to agree in writing the terms and conditions associated with the fund. These are shown in Appendix 1a and 1b to the Report.

4. Insurance Considerations.

Within the Council's current Insurance Policy, the following levels of cover are provided. These levels exceed the requirements set out in paragraph 10 of Appendix 1b.

Cover Summary		
Section	Cover Operative	Limit of Indemnity
Property Damage	Covered	As per Schedule
Money	Covered	As per Schedule
Business Interruption	Covered	As per Schedule
Employers' Liability	Covered	£10,000,000
Public and Products Liability	Covered	£10,000,000
Fidelity Guarantee	Covered	£150,000
No Claims Discount and Application of Excess Protection	Not Covered	Not Applicable
Libel and Slander	Covered	£250,000
Officials Indemnity	Covered	£500,000
Personal Accident	Covered	£100,000
Legal Expenses	Covered	£250,000

5. Members are recommended to:

- a. Consider the Report and Appendix 1a and 1b to the Report.
- b. Confirm they agree to comply with the requirements of the UKSPF as set out in Appendix 1a and 1b to the Report and wish to proceed.
- c. Authorise the Clerk to formally write to the RVBC stating that the Parish Council will comply with the requirements of the UKSPF and are happy to proceed.

Note:

If the above recommendations are approved, RVBC will issue a Grant Agreement for signature and completion.

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Appendix 1a.

RIBBLE VALLEY BOROUGH COUNCIL

please ask for: Nicola Hopkins direct line: 01200 414532 e-mail: Nicola.hopkins@ribblevalley.gov.uk my ref: NH your ref: date: 2nd February 2024 Council Offices Church Walk CLITHEROE Lancashire BB7 2RA

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The conversion of the former public house/ restaurant, including the attached cottage, at 23-25 Old Row, Barrow, BB7 9AZ into a village hall with office accommodation and community space, which is in line with national government guidance for UKSPF funding.

The Communities and Place investment priority of the UKSPF, within which this project falls, seeks to strengthen our social fabric and foster a sense of local pride and belonging, through improvements to existing, community and neighbourhood infrastructure projects.

More specifically, the Project falls within intervention E2 of the of the UKSPF Prospectus which includes funding for new, or improvements to existing, community and neighbourhood infrastructure. For the avoidance of doubt the Outcomes and Outputs expected to be delivered under this intervention and Project are as follows:

Outputs

- Number of organisations receiving grants
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- Number of facilities supported/created.
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- Amount of low or zero carbon energy infrastructure installed

Outcomes

- Jobs created.
- Jobs safeguarded
- Increased users of facilities/amenities
- Improved perception of facility/infrastructure project

• Improved perception of facilities/amenities

Please review the above and the attached terms and confirm in writing that you are able to comply with those requirements of the UKSPF fund and that you wish to proceed. As set out above a grant agreement will then be issued to you for signature and completion.

Yours sincerely,

Nicola Hopkins DIRECTOR OF ECONOMIC DEVELOPMENT AND PLANNING

Mike Hill Barrow Parish Council 14 Longridge Road Chipping Preston Lancashire PR3 2QD









Appendix 1b.

- 1) The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget.
- 2) The Recipient shall use all reasonable endeavours to ensure the Project is completed in accordance with the Subsidy Control Law. The Recipient agrees to maintain appropriate records of compliance with the Subsidy Control Law and agrees to take all reasonable steps to assist the Council to respond to any investigation(s) in respect of the Project.
- 3) In accordance with the Subsidy Control Act 2022 under section 79(6) the Recipient must have regard to the Subsidy Control guidance (so far as applicable to the authority and the circumstances of the case- <u>UK Shared Prosperity Fund: subsidy</u> <u>control (7) - GOV.UK (www.gov.uk)</u>) when giving a subsidy or making a subsidy scheme
- 4) The Recipient must comply with the public sector equality duty and provide to the Funder evidence of such compliance as part of its reporting obligations.
- 5) The Recipient shall follow the Ribble Valley Council's Contract Procedure Rules:
 "A Contract made under CPR 6.2 where the estimated value is:...
 (ii) over £10,000 but not exceeding £100,000 may be made after obtaining at least three written quotations. It is advised that a greater number of quotes may need to be sought in order to ensure that three as a minimum are returned;"....

"All Contracts with an estimated value over £100,000 shall be subject to competitive tender".

(All projects are required to comply with UKSPF Guidance including <u>UK Shared Prosperity Fund: procurement (8) - GOV.UK (www.gov.uk)</u> <u>UK Shared Prosperity Fund: assurance and risk (5) - GOV.UK (www.gov.uk)</u>

- 6) The Recipient must obtain value for money when using grant Funding and will act in a fair, open and non-discriminatory manner when buying goods and services.
- 7) DLUHC will require formal reporting on a sixth monthly basis and summary updates on a quarterly basis from lead local authorities (The Funder). The Recipient shall submit full details of the outputs and outcomes delivered by the Project.
- 8) The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.
- 9) The Recipient shall affect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the Required Insurances).
- 10) The Required Insurances referred to above include (but are not limited to):
 (a) public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project; and

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- 11) The Recipient to ensure that the appropriate UK government logos are used prominently in all communications materials and public facing documents relating to funded activity including print and publications, through to digital and electronic materials.
- 12) Payment of the grant monies will be within 28 days of receipt of invoice detailing completion of the works.





