



**Clackmannanshire  
Council**

[www.clacksweb.org.uk](http://www.clacksweb.org.uk)

**Greenfield, Alloa, Scotland, FK10 2AD (Tel.01259-450000)**

## **Clackmannanshire Council**

**Thursday 21 April 2011 at 9.30 am**

**Venue: Council Chamber, Greenfield, Alloa, FK10 2AD**

Date	Time
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# Clackmannanshire Council

There are 32 Unitary Councils in Scotland. Clackmannanshire Council is the smallest mainland Council. Eighteen Councillors are elected to represent the views of the residents and businesses in Clackmannanshire. The Council has approved Standing Orders that detail the way the Council operates. Decisions are approved at the 6 weekly meetings of the full Council and at Committee Meetings.

The Council is responsible for approving a staffing structure for the proper discharge of its functions, approving new policies or changes in policy, community planning and corporate governance including standards of conduct. Co-option of religious representatives in respect of Education policy decisions is also a Council responsibility.

The Council has further responsibility for the approval of budgets for capital and revenue expenditure, it also has power to make, alter or cancel any scheme made under statute and to make, alter or cancel any orders, rules, regulations or bye-laws and to make compulsory purchase orders. The Council also determines the level of Council Tax and approves recommendations relating to strategic economic development.

Members of the public are welcome to attend our Council and Committee meetings to see how decisions are made.

Details of all of our Council and Committee dates and agenda items are published on our website at [www.clacksweb.org.uk](http://www.clacksweb.org.uk)

If you require further information about Council or Committee meetings, please contact Finance and Corporate Services by e-mail at [customerservice@clacks.gov.uk](mailto:customerservice@clacks.gov.uk) or by telephone on 01259 452106 or 452004.

**13 April 2011**

**A MEETING of the CLACKMANNANSHIRE COUNCIL will be held within the Council Chamber, Greenfield, Alloa, FK10 2AD, on THURSDAY 21 APRIL 2011 at 9.30 am.**

**ELAINE McPHERSON  
Head of Strategy and Customer Services**

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3. Presentation: Cosla Excellence Awards 2011 - Gold Award Clackmannanshire Integrated Mental Health Team	--
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| 9. | Alva Pool Complex - report by Councillor Donald Balsillie, Councillor Mark English and Councillor Gary Womersley (Copy herewith) | 87 |
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This report seeks to alter Council decision CC84 of 10 February, 2011.  
As such the report is subject to Standing Order 35.

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## Clackmannanshire Council – Councillors and Wards

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### Councillors

### Wards

Councillor	Eddie Carrick	1	Clackmannanshire West	LAB
Councillor	George Matchett	1	Clackmannanshire West	LAB
Councillor	Tina Murphy	1	Clackmannanshire West	SNP
Councillor	Janis Paterson	1	Clackmannanshire West	SNP
Councillor	Donald Balsillie	2	Clackmannanshire North	SNP
Councillor	John S Biggam	2	Clackmannanshire North	SLD
Councillor	Walter McAdam	2	Clackmannanshire North	SNP
Councillor	Robert McGill	2	Clackmannanshire North	LAB
Councillor	Sam Ovens	3	Clackmannanshire Central	LAB
Provost	Derek Stewart	3	Clackmannanshire Central	LAB
Councillor	Gary Womersley	3	Clackmannanshire Central	SNP
Councillor	Janet Cadenhead	4	Clackmannanshire South	LAB
Councillor	Kenneth Earle	4	Clackmannanshire South	LAB
Councillor	Mark English	4	Clackmannanshire South	SNP
Councillor	Craig Holden	4	Clackmannanshire South	IND
Councillor	Alastair Campbell	5	Clackmannanshire East	CON
Councillor	Irene Hamilton	5	Clackmannanshire East	SNP
Councillor	Harry McLaren	5	Clackmannanshire East	LAB

### Religious Representatives

Reverend Mhairi Lovett

Church of Scotland

Father Michael Milton

Roman Catholic Church



**MINUTE OF MEETING of the CLACKMANNANSHIRE COUNCIL held within the Council Chamber, Greenfield, Alloa, FK10 2AD, on THURSDAY 10 MARCH 2011 at 9.30 am.**

**PRESENT**

Provost Derek Stewart  
Councillor Donald Balsillie  
Councillor John Biggam  
Councillor Janet Cadenhead  
Councillor Alastair Campbell  
Councillor Eddie Carrick  
Councillor Kenneth Earle  
Councillor Mark English  
Councillor Irene Hamilton  
Councillor Craig Holden  
Councillor George Matchett, QPM  
Councillor Walter McAdam, MBE  
Councillor Bobby McGill  
Councillor Harry McLaren  
Councillor Tina Murphy  
Councillor Rev Sam Ovens  
Councillor Janis Paterson  
Councillor Gary Womersley

**IN ATTENDANCE**

Angela Leitch, Chief Executive  
Garry Dallas, Director of Services to Communities  
Stephen Crawford, Head of Facilities Management  
Ian Doctor, Environmental Health and Consumer Services Manager  
John Gillespie, Head of Community and Regulatory Services  
Elaine McPherson, Head of Strategy and Customer Services  
David Thomson, Legal Services Manager (Clerk to the Council)

**APSE (ASSOCIATION FOR PUBLIC SERVICE EXCELLENCE) AWARDS - SERVICES TO COMMUNITIES**

Before the start of business, the Council congratulated Services to Communities on gaining the following Awards:

- (i) Apprentice of the Year Awards 2009/10 - Finalists
  - 1st year category - Graeme Archer (plumber)
  - 3rd year category - Darroch Hogg (joiner)
- (ii) Excellence in Training Standards - Certificate presented to Clackmannanshire Council in recognition of continued commitment to training Apprentices
- (iii) APSE Best Performer in Building Maintenance 2010

## **CC.88 APOLOGIES**

Apologies for absence were received from Rev Mairi Lovett, Religious Representative.

## **CC.89 DECLARATION OF INTERESTS**

None

### **Agenda Item 9 - Request to partially relax the terms of a Section 75 Agreement to allow a supermarket within Unit 4 of the extension at Sterling Mills Outlet Village, Moss Road, Tillicoultry**

The Council heard from the Chief Executive at this point in the proceedings. The Chief Executive proposed that agenda item 9 be continued for the following reasons:

The report incorrectly states at paragraph 3.10 that "the Council approved the closure of the Tillicoultry Community Centre" when in fact the Council approved a rationalisation of property in Tillicoultry which will be the subject of a review paper to Council within the next few months. Since the report has been published, further representation has been received from Sterling Mills which raises matters the Chief Executive would like to investigate further and, as such, the Chief Executive asked the Provost to allow her to continue the report to a future meeting of the Council.

Councillor Balsillie objected to the continuation of Item 9 as the matter had been going on since July 2010. The position is unacceptable as the business wants to move forward and is looking for a resolution. Councillor Balsillie asked that a note of his comments be recorded in the minute

The Provost agreed that agenda item 9 be continued to a future meeting of the Council.

## **CC.90 MINUTES OF MEETINGS**

### **(a) Minute of Meeting held on Thursday 27 January 2011**

A minute of the meeting held on Thursday 27 January 2011 was submitted for approval by Council.

The minute of the meeting held on Thursday 27 January 2011 was agreed as a correct record and signed by the Provost.

### **(b) Minute of Special Meeting held on Thursday 10 February 2011**

A minute of the Special Meeting held on Thursday 10 February 2011 was submitted for approval by Council.

The minute of the Special Meeting held on Thursday 10 February 2011 was agreed as a correct record and signed by the Provost.



## **CC.91 MAYORS FOR PEACE**

A report which invited Council to consider joining Mayors for Peace was submitted by Provost Derek Stewart.

The report indicated that a letter had been received from the organisation Mayors for Peace seeking Council support for the abolition of nuclear weapons and for the Council to become a member of Mayors for Peace. The report also indicated that there is no cost associated with joining the organisation.

### **Motion**

That Council joins Mayors for Peace.

Moved by Councillor Rev Sam Ovens. Seconded by Councillor Harry McLaren.

### **Voting**

The voting on the motion was as follows:

For the motion	9 votes
Against the motion	2 votes
Not voting	7 abstentions

### **Decision**

On a division of 9 votes to 2 with 7 abstentions, the Council agreed to join Mayors for Peace.

### **Action**

Head of Strategy and Customer Services

## **CC.92 COMMISSION ON THE FUTURE DELIVERY OF PUBLIC SERVICES**

A report which invited Council to agree its response to the consultation exercise being undertaken by the Commission on the Future Delivery of Public Services was submitted by the Head of Strategy and Customer Services.

The Council received an invitation in December 2010 to submit evidence to the Commission on the Future Delivery of Public Services. The Commission has been established by the Scottish Government to develop recommendations for the future delivery of public services. The Commission will report its findings by the end of June 2011.

### **Motion**

That Council approves the document appended to the report as its submission to the Commission.

Moved by Councillor Rev Sam Ovens. Seconded by Councillor Kenneth Earle.

### **Decision**

The Council agreed unanimously to approve the document appended to the report as its submission to the Commission on the Future Delivery of Public Services

### **Action**

Head of Strategy and Customer Services

### **CC.93 CLACKMANNANSHIRE COMMUNITY PLAN AND SINGLE OUTCOME AGREEMENT (SOA) 2011-12**

A report which presented a new Community Plan for Clackmannanshire and the area's 2011-12 Single Outcome Agreement (SOA) was submitted by the Head of Strategy and Customer Services. Clackmannanshire's last Community Plan was produced in 2006. Since that time, there have been significant changes in both national and local contexts, as well as the introduction of the national performance framework and Single Outcome Agreements.

A list of proposed additions/amendments to the Draft SOA 2011-12 was issued by the Head of Strategy and Customer Services.

#### **Motion**

That Council approves the Community Plan and the 2011-12 Single Outcome Agreement for Clackmannanshire.

Moved by Councillor Rev Sam Ovens. Seconded by Councillor Gary Womersley.

#### **Decision**

The Council agreed unanimously to approve

- (a) The Community Plan (Working Together for Clackmannanshire)
- (b) The Single Outcome Agreement (SOA) 2011-12 for Clackmannanshire

#### **Action**

Head of Strategy and Customer Services

### **CC.94 NEW SCHEME OF ESTABLISHMENT FOR COMMUNITY COUNCILS**

A report which sought approval to prepare a new Scheme for the Establishment of Community Councils was submitted by the Head of Strategy and Customer Services. The Council has a statutory duty to draw up a Scheme to ensure that community councils have a framework within which to exist and operate. The current Scheme was drawn up in 1998 and has not been revised since that time.

#### **Motion**

That Council agrees the recommendations set out in the report.

Moved by Councillor Kenneth Earle. Seconded by Councillor Harry McLaren.

#### **Decision**

The Council agreed unanimously to :

- (a) Give public notice of its intention to revoke the existing Scheme for the Establishment of Community Councils.
- (b) Prepare a new Scheme for the Establishment of Community Councils in accordance with Section 22 of the Local Government (Scotland) Act 1994.

#### **Action**

Head of Strategy and Customer Services

## **CC.95 SCRUTINY COMMITTEE ANNUAL PLAN**

A report which sought approval of the Scrutiny Committee Annual Plan to June 2011 as recommended by the Scrutiny Committee at its meeting on 13 January 2011 was submitted by Councillor Donald Balsillie, Convener of the Scrutiny Committee.

The Scrutiny Committee Annual Plan outlined a timetable for the presentation of reports to the Committee.

### **Motion**

That Council approves the Scrutiny Committee Annual Plan for the period February 2011 to June 2011 on the understanding that details of the programme from July 2011 will be submitted to Council following the outcome of the Scrutiny review.

Moved by Councillor Donald Balsillie. Seconded by Councillor Harry McLaren.

### **Decision**

The Council agreed unanimously to approve the Scrutiny Committee Annual Plan for the period February 2011 to June 2011 on the understanding that details of the programme from July 2011 will be submitted to Council following the outcome of the Scrutiny review.

### **Action**

Director of Finance and Corporate Services

## **CC.96 ALLOA WASTEWATER TREATMENT WORKS**

A report which advised Council of the situation regarding odour complaints from discharges of waste into the River Forth at the Brothie Burn and detailed the actions that are available to deal with the issue, was submitted by the Head of Community and Regulatory Services.

There are two organisations involved in discharging waste into the River Forth at the vicinity of the Brothie Burn. Since January 2005, Environmental Health officers have recorded five complaints regarding odour from the area of the discharge.

### **Motion**

That Council notes the action taken by the Environmental Health Team to date insofar as the actions taken by Scottish Water under their Odour Improvement Plan are being monitored to establish their effectiveness.

Moved by Councillor Eddie Carrick. Seconded by Councillor Kenneth Earle.

### **Decision**

The Council agreed unanimously to note the action taken by the Environmental Health Team to date insofar as the actions taken by Scottish Water under their Odour Improvement Plan are being monitored to establish their effectiveness.

## **EXEMPT INFORMATION**

**The Council resolved in terms of Section 50(A) of the Local Government (Scotland) Act, 1973, that the press and public be excluded from the meeting during consideration of the following item of business on the grounds that it involved the likely disclosure of exempt information as detailed in Schedule 7A, Part 1, Paragraphs 6 and 9.**

### **CC.97 PROPOSED SALE OF BUSINESS DEVELOPMENT LAND AT ALLOA WEST**

A report which sought to apprise Council as to the current position reached through negotiations regarding the proposed sale of business development land at Alloa West, was submitted by the Head of Facilities Management.

The report sought approval in principle to the proposed sale of Council owned land and set out indicative terms and conditions applicable to the proposal. The Head of Facilities Management advised the Council that he was unable to issue Appendix II as indicated in the report.

#### **Motion**

That Council agrees the recommendation set out in the report.

Moved by Councillor Eddie Carrick. Seconded by Councillor Harry McLaren.

#### **Decision**

The Council agreed unanimously to support the recommendation set out in the report.

#### **Action**

Director of Services to Communities

ENDS 11.15 am

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Report to: Clackmannanshire Council

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Date: 21 April, 2011

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Subject: Submission of Petition & Request To Be Heard - Tillicoultry  
Community Action Group

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Report by: Head of Strategy & Customer Services

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### 1.0 Purpose

- 1.1 The purpose of this report is to advise Council formally of the receipt of a petition by Tillicoultry Community Action Group and for Council to consider whether or not comments by the Group should be heard at this meeting of the Council.

### 2.0 Recommendation

- 2.1 It is recommended the Council:

a) notes the submission and contents of the petition submitted by Tillicoultry Community Action Group; and

b) decides under Standing Order 34.2 whether the group's comments will be heard at this meeting.

### 3.0 Background

- 3.1 A petition signed by 2111 individuals was handed in to the Council by Tillicoultry Community Action Group on 1 April. (A copy of the terms of the petition and the letter which accompanied it are appended to this report; the full petition is available for review from Members' Services).

- 3.2 The text of the petition is as follows:

*"We the undersigned oppose Clackmannanshire Council's proposals to:*

- *close key public services including Tillicoultry Community Centre, Tillicoultry Family Centre and Tillicoultry Library*
- *move these services into the buildings or grounds of Tillicoultry Primary School, which would endanger the existing educational facilities that the children currently have and/or would affect their safety within the school campus."*

#### 4.0 Presenting Petitions & Hearing Comments

4.1 Standing Order 34 sets out how the Council deals with the presentation of petitions and requests for comments to be heard.

4.2 The process to be followed under this Standing Order can be summarised as follows:

a) SO 34.1 - requests for comments to be heard must be received in writing at least 8 clear days before the meeting (this requirement has been met)

b) SO 34.1 - applications for comments to be heard will be included as part of the agenda for the meeting (this requirement has been met)

c) SO 34.2 - the Council will decide by a majority whether the comments will be heard

d) SO 34.4 - if the Council decides to hear comments, representatives of the organisation will speak for no more than five minutes, unless the Provost decides otherwise

e) SO 34.5 - after the comments have been made, councillors may ask questions of the petitioners.

#### 5.0 Sustainability Implications - N/A

#### 6.0 Resource Implications

*Financial & Staffing Details* - none directly from this report

#### 7.0 Legality

7.1 It has been confirmed that in adopting the recommendations contained in this report, the Council is acting within its legal powers. YES


#### 8.0 Appendices

- 1) Terms of petition submitted by Tillicoultry Community Action Group
- 2) Letter from Tillicoultry Community Action Group


#### 9.0 Background Papers

1 - Petition to Clackmannanshire Council from Tillicoultry Community Action Group - 1 April, 2011

##### Author(s)

NAME	DESIGNATION	SIGNATURE
Elaine McPherson	Head of Strategy & Customer Services	

##### Approved by

NAME	DESIGNATION	SIGNATURE
Angela Leitch	Chief Executive	

Tillicoultry Community Action Group

## Petition

To Clackmannanshire Council

We the undersigned oppose Clackmannanshire  
Council's proposals to:

- Close key public services including Tillicoultry Community Centre, Tillicoultry Family Centre and Tillicoultry Library
- Move these services into the buildings or grounds of Tillicoultry Primary School, which would endanger the existing educational facilities that the children currently have and/or would affect their safety within the school campus

Presented to Clackmannanshire Council 1 April 2011





# Tillicoultry Community Action Group

Clackmannanshire Council  
Greenfield  
Alloa  
FK10 2AD

1 April 2011

**To the Provost and Members of Clackmannanshire Council**

Please accept the attached petition on behalf of the citizens of the Community of Tillicoultry.

Two thousand, one hundred and eleven petitioners have recorded their objection to your proposals to close the Library, Family and Community Centres in our Community and the as yet unclear proposals to impact adversely upon our Primary School. This is the clear voice of our Community.

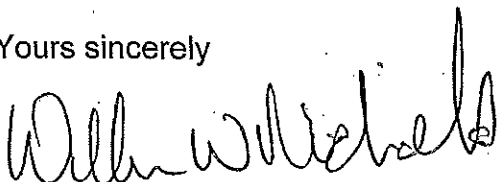
The impact of your current proposals on our Community are all negative and vulnerable families will be the worst affected when they are denied vital community based support.

According to your chief executive officer speaking at a public meeting on 22 March, your budget decisions on these matters, are to be subject to further detailed reconsideration by the Council.

On behalf of our Community we urge you to think again, particularly about the impact upon the most vulnerable children and their families and reverse these proposals.

In accordance with your standing order no 34 we formally request to be heard when the Council considers our petition. Please reply to the address below.

Yours sincerely



William Nicholls,  
Chairperson.

  
Tillicoultry Community  
Action Group

Tillicoultry Community Action Group  
16 Willison Crescent  
Tillicoultry  
FK13 6NZ

Phone: 07881 832 301  
E-mail: adrummond421@btinternet.com



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Report to: Clackmannanshire Council

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Date: 21 April, 2011

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Subject: Consultations on:

- 1) the Future of Policing In Scotland;
  - 2) the Future of the Fire and Rescue Service in Scotland
- 

Report by: Head of Strategy & Customer Services

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## 1.0 Purpose

- 1.1 The purpose of this report is to invite Council to agree its response to the consultation exercises being undertaken by the Scottish Government on the future of policing and the fire and rescue service.

## 2.0 Recommendation

- 2.1 It is recommended that Council approve the document attached as the Appendix to this report as its submission to the Scottish Government.

## 3.0 Background

- 3.1 Formal consultations on police and fire services reform were launched on 10 February, with responses being sought by 5 May, 2011. The launch of these came a month or so after the consultation begun by the Christie Commission on the future of public services more broadly. It is the intention of the Scottish Government that responses to the consultation on police and fire and rescue services will inform the work of the Christie Commission, which is due to report at the end of June.
- 3.2 The key aspects of the respective consultation documents are set out in the paragraphs which follow in this section.

### Future of Policing Consultation Document

(see <http://www.scotland.gov.uk/Publications/2011/02/10120102/0>)

- 3.3 The consultation paper provides some contextual information about policing in Scotland today, identifying the opportunities and challenges, before commenting on the strengths and weaknesses of our current model of policing under the headings of:
  - local engagement and partnership;
  - accountability; and
  - efficiency.

- 3.4 The paper then goes on to consider three options for reform of police structures which are:
- significantly enhanced collaboration between the existing eight forces;
  - a rationalised regional model; and
  - a single service.
- 3.5 The consultation paper suggests that the merits of each option should be considered in relation to:
- improving services and the delivery of better outcomes at local and national levels;
  - accountability to, and close engagement with, local communities in every part of Scotland; and
  - delivering efficiencies while protecting frontline services as far as possible.
- 3.6 The Scottish Government has not stated a preferred option in the document although the option of retaining eight forces with greater collaboration appears to have been ruled out as it, *"would not provide the savings necessary, or the enhanced services required, to meet the challenges of the 21st century."*

Future of Fire & Rescue Services Consultation Document  
(see <http://www.scotland.gov.uk/Publications/2011/02/10120752/2>)

- 3.7 This consultation paper provides some context on the Scottish fire and rescue service, the challenges and threats it faces and the history of its structures and organisation. It also summarises the findings of work undertaken to date to identify and appraise options for future reform.
- 3.8 As with the policing consultation, the following three structural options are set out:
- eight services with enhanced collaboration
  - a regional structure, with fewer joint boards
  - a single national service.
- 3.9 The paper assesses the strengths and weaknesses of the current organisational model and invites views on:
- delivering improved outcomes and improving the quality of the service our communities receive;
  - local and national accountability and how we improve local engagement
  - what this might mean for existing structures and roles, including opportunities for de-centralisation; and
  - financial benefits and savings.
- 3.10 The Scottish Government has clearly stated its preference that there are, *"compelling arguments in favour of a single Scottish Fire & Rescue Service."* Within this, there is recognition that, *"further work needs to be done to develop a business case for change."*

## 4.0 Council Evidence Submission

4.1 The Appendix attached to this report sets out the proposed Council submission to the consultations on both the reform of policing and the future of the fire and rescue service. This submission draws on the Council's response to the Christie Commission since the points made in that response are also pertinent to the current consultations.

4.2 The key points of the submission can be summarised as follows:

- Clackmannanshire Council welcomes this opportunity to contribute evidence to the Scottish Government
- the Council has already responded to the Christie Commission and many of the general points made in that submission apply equally to the reviews of policing and the fire and rescue service
- it is unfortunate that three separate reviews are taking place since neither police nor fire and rescue service ought to be considered in isolation from the rest of the public sector with which they interface
- it is unfortunate that in both consultation documents the greatest emphasis is placed on a narrow range of structural options
- there are many of examples of locally derived policing and community safety initiatives which have been extremely effective in meeting shared outcomes
- it is vital that any consideration of the future of policing and fire and rescue services is done within the broader context of community planning partnerships, led by local authorities, which offer a robust framework for better serving communities
- organisational arrangements are there to support and enable and are not ends in themselves.
- there could be great potential in considering joint working or shared services within localities across police and fire and rescue services together and across those emergency services and local community planning partners, in particular local authorities
- the broad concept of a range of public sector organisations in a locality working in an integrated fashion has been more extensively explored and piloted through the Total Place initiative
- Total Place may be a concept worth exploring to provide some solutions to some of the challenges facing the public sector in Scotland
- there is no evidence to support the view that redrawing organisational or geographic boundaries in itself can achieve savings or improve outcomes
- both consultation papers evidence very good performance in achieving outcomes during the life of the existing structures of police and fire and rescue services; this would suggest that there are at least some aspects of the current organisational arrangements which are effective and which ought to be retained to maintain positive outcomes

- the most effective solutions may not be found at either end of the structural spectrum which begins with the status quo and ends with national services; the most effective solution may be a more sophisticated blend of organisational arrangements
- it is not apparent at this stage that the consultation papers are framed in such ways to promote genuine debate of all potential options
- all options which exist, together with their implications, ought to be explored.

## **5.0 Conclusions**

- 5.1 Decisions on the future of policing and the fire and rescue service will have a significant impact on the public sector for many years to come.
- 5.2 The Council's comments will provide important evidence to the Scottish Government and will also be fed into the Christie Commission for consideration

## **6.0 Sustainability Implications**

NA

## **7.0 Resource Implications**

*Financial Details* - none directly from this report  
*Staffing* - none directly from this report

## **8.0 Legality**

- 8.1 It has been confirmed that in adopting the recommendations contained in this report, the Council is acting within its legal powers. Yes


## **9.0 Appendices**

Clackmannanshire Council - Submission to the Scottish Government on:  
 1) the Future of Policing In Scotland;  
 2) the Future of the Fire and Rescue Service in Scotland


## **10.0 Background Papers**

- 1 - A Consultation on the Future of Policing In Scotland
- 2 - A Consultation on the Future of the Fire & Rescue Service in Scotland
- 3 - Clackmannanshire Council Evidence Submission to the Christie Commission on the Future Delivery of Public Services, March 2011
- 4 - Total Place - A Whole Area Approach to Public Services, HM Treasury, March 2010
- 5 - <http://www.localleadership.gov.uk/totalplace/totalplaces/>

**Author(s)**

<b>NAME</b>	<b>DESIGNATION</b>	<b>SIGNATURE</b>
Elaine McPherson	Head of Strategy & Customer Services	

**Approved by**

<b>NAME</b>	<b>DESIGNATION</b>	<b>SIGNATURE</b>
Angela Leitch	Chief Executive	







# **CLACKMANNANSHIRE COUNCIL EVIDENCE SUBMISSION**

## **TO THE SCOTTISH GOVERNMENT IN RELATION TO:**

- 1) CONSULTATION ON THE FUTURE OF POLICING  
IN SCOTLAND**
  
- 2) CONSULTATION ON THE FUTURE OF THE FIRE &  
RESCUE SERVICE IN SCOTLAND**

APRIL, 2011

## SUMMARY OF KEY POINTS

- Clackmannanshire Council welcomes this opportunity to contribute evidence to the Scottish Government
- the Council has already responded to the Christie Commission and many of the general points made in that submission apply equally to the reviews of policing and the fire and rescue service
- it is unfortunate that three separate reviews are taking place since neither police nor fire and rescue service ought to be considered in isolation from the rest of the public sector with which they interface
- it is unfortunate that in both consultation documents the greatest emphasis is placed on a narrow range of structural options
- there are many of examples of locally derived policing and community safety initiatives which have been extremely effective in meeting shared outcomes
- it is vital that any consideration of the future of policing and fire and rescue services is done within the broader context of community planning partnerships, led by local authorities, which offer a robust framework for better serving communities
- organisational arrangements are there to support and enable and are not ends in themselves.
- there could be great potential in considering joint working or shared services within localities across police and fire and rescue services together and across those emergency services and local community planning partners, in particular local authorities
- the broad concept of a range of public sector organisations in a locality working in an integrated fashion has been more extensively explored and piloted through the Total Place initiative
- Total Place may be a concept worth exploring to provide some solutions to some of the challenges facing the public sector in Scotland
- there is no evidence to support the view that redrawing organisational or geographic boundaries in itself can achieve savings or improve outcomes
- both consultation papers evidence very good performance in achieving outcomes during the life of the existing structures of police and fire and rescue services; this would suggest that there are at least some aspects of the current organisational arrangements which are effective and which ought to be retained to maintain positive outcomes
- the most effective solutions may not be found at either end of the structural spectrum which begins with the status quo and ends with national services; the most effective solution may be a more sophisticated blend of organisational arrangements
- it is not apparent at this stage that the consultation papers are framed in such ways to promote genuine debate of all potential options
- all options which exist, together with their implications, ought to be explored.

## 1.0 Introduction

- 1.1 Clackmannanshire Council welcomes this opportunity to contribute evidence to the Scottish Government. The Council has already responded to the Christie Commission<sup>1</sup> and many of the general points made in that submission are repeated here since the Council believes it is essential that consideration of the future of policing and of the fire and rescue service is undertaken within the context of public sector reform as a whole. It is unfortunate that three separate reviews are taking place since neither police nor fire and rescue services ought to be considered in isolation from the rest of the public sector with which they interface.
- 1.2 It is also unfortunate that in both consultation documents the greatest emphasis is placed on a narrow range of structural options. For as well as considering all parts of the public sector, the reviews of police and fire and rescue services ought also to consider not just structures but also underpinning policy and funding frameworks and political governance arrangements.
- 1.3 Both consultation papers seem flawed, therefore, in their narrowness of scope and the limited options put forward for improvement.

## 2.0 Local Accountability

- 2.1 The Scottish Government's vision stresses, among other things, the need to have public services which:
- *are democratically accountable to the people of Scotland at both national and local levels;*
  - *are delivered in partnership, involving local communities, their democratic representatives, and the third sector;*
  - *are appropriate to local circumstances, without inexplicable variation;*
  - *are designed and delivered close to the customer wherever possible, always high quality;*
  - *have governance structures which are democratically accountable to the people of Scotland at both national and local levels.*
- 2.2 It is concerning, therefore, that the consultation document on policing states that presently: *"Most policing is local and community based but local authorities have no direct say in the policing of their area. Most relevant partnerships, such as community safety partnerships, are also based around local authority areas and again these have little relation to the current structure of joint boards."*
- 2.3 In fact, local authorities are represented on police (and fire) authorities or joint boards, which represent the formal accountability mechanisms. Senior officers of both services are represented on community planning and community safety partnerships and police (and fire) services are statutory partners in community planning.

<sup>1</sup> - Clackmannanshire Council's submission to the Christie Commission has been provided to the Scottish Government to be read in conjunction with this response.

- 2.4 While it is true that Chief Officers in the police (and fire and rescue service) have operational autonomy, the suggestion in the consultation paper that democratically elected local authorities have no direct say in policing of their areas is quite misleading.
- 2.5 There are, in fact, a wide range of examples of locally derived policing and community safety initiatives which have been extremely effective in meeting shared outcomes.
- 2.6 In Clackmannanshire, for instance:

Taking Action on Fear of Crime In Clackmannanshire

Despite Clackmannanshire having a relatively low - and falling - crime rate, a persistent issue was perception of crime and fear of crime among the local population (as highlighted in a 2007 survey of the Clacks 1000 Citizens' Panel).

This local issue was discussed by the Community Safety Partnership and also by the Clackmannanshire Alliance. It was then agreed that a key objective in the new local community safety strategy would be to: *"Improve positive perceptions of Clackmannanshire and tackle the fear of crime, through reassurance, communication, education and engagement."*

A local plan was subsequently developed, which included a number of specific actions to provide reassurance and improve communication and engagement with the community.

These actions have had a very positive impact, with the most recent Clacks 1000 survey (2010) showing that the proportion of people who do not feel safe at night has fallen by 15% across Clackmannanshire, while the proportion of people who said that they were fearful about becoming a victim of crime has dropped by 12%

The Clackmannanshire Doorstep Crime Partnership

This recently launched multi-agency partnership involving Clackmannanshire Council, Central Scotland Police, Ochilview Housing Association, Age Scotland and a number of community councils was established in response to local organisations becoming aware of an increasing number of incidents in Clackmannanshire where consumers, particularly the elderly and vulnerable, were being targeted in their own homes by criminals.

- 2.7 Local authorities, therefore, are currently far more than straightforward providers or commissioners of public services; they lead, represent and influence the well-being of local communities and citizens. The role of community planning partnerships led by local authorities is also becoming more and more embedded and these partnerships potentially offer a robust framework for better serving local communities. It is vital, therefore, that any consideration of the future of policing and the fire and rescue service is done within that broader context.

### 3.0 Alternative Solutions

- 3.1 A prominent issue in the consultation paper on policing is the Scottish Government's view that, *"there needs to be clearer responsibility and accountability at the national level for national policing issues and capability."* This is also an issue for the Government in relation to the fire and rescue service.
- 3.2 The solution to this challenge may or may not be significant structural change; it is important to bear in mind that organisational arrangements exist to support and enable the achievement of outcomes and are not ends in themselves.
- 3.3 If structural change is, however, among the solutions, it will be important that a full range of options is considered. It is of concern, therefore, that both consultation papers are quite narrowly focused on three stark structural options since there could be great potential in considering additional models such as shared services:
- a) across police and the fire and rescue service together;
  - b) across those emergency services and local community planning partners, in particular local authorities.
- 3.4 In Clackmannanshire, there are a number of initiatives which apply these principles and further initiatives are being actively explored. For instance:

Public Protection Hub - led by Central Scotland Police and involving Clackmannanshire, Stirling & Falkirk Councils, this multi-agency approach supports services working with adults at risk and vulnerable children, young people and their families across Forth Valley.

CCTV Centre - Clackmannanshire Council is one of four partners, along with Central Scotland Police, in the Centre which has integrated operational CCTV across Forth Valley.

- 3.5 To date in Scotland, there has been a tendency in relation to shared services to focus on common services (particularly administrative and back office services) but in England the broad concept of a range of public sector organisations in a locality working in an integrated fashion has been more extensively explored and piloted through the Total Place initiative.

### 4.0 Total Place

- 4.1 Total Place is a whole area approach to public services and there have been 13 pilot areas in England which have involved local authorities, health authorities, police and fire and rescue services. Some examples of these pilots are set out on the next page. As can be seen from these tackling crime and promoting community safety feature strongly.

## TOTAL PLACE PILOTS - EXAMPLES

### Worcestershire

The pilot focuses effort on a range of themes where there is greatest need in the area, such as tackling obesity, reoffending and road safety; as well early intervention for 'high contact' families receiving multiple support (such as for times of family breakdown or unemployment). The pilot is also reviewing the potential to make savings through better management of capital assets and sharing back-office services.

### Lewisham

The pilot is focusing on these four themes:

- crime and offender management
- unemployment and worklessness
- commissioning of health and social care services for children and adults
- assets and energy

### Sunderland, South Tyneside, Gateshead

The focus of the pilot is safer, stronger and healthier neighbourhoods, focusing on services for children and young people, with an ambition to target resources at areas of greatest need. The work aims to eliminate duplication, deliver efficiencies through working together and improve the effectiveness of services.

More examples can be found at:

<http://www.localleadership.gov.uk/totalplace/totalplaces/>

#### 4.2 A Treasury report on Total Place from March 2010 stated that:

*"Some of the Total Place pilots comprised city-region and other sub-regional groupings of partners, demonstrating that the Total Place approach has the scope to deliver real benefits at all spatial levels. ....*

*..... The leadership challenge at a national level needs to recognise that services, institutions and public service workers cannot operate in isolation – they exist alongside a wider network of public service providers and need to work effectively across boundaries to deliver high quality, joined-up services across a place. ....*

*.... The challenges identified by Total Place will require all public leaders to take a broader view of the leadership task in public services."*

#### 4.3 This model appears to have the potential to provide:

- a connection to populace and finger on the pulse
- a genuine sense of localism
- a local focus and local solutions
- responsiveness to local needs
- less bureaucracy and leaner structures

- quicker decision-making
- capacity to achieve economies of scale without creating additional structural and bureaucratic barriers.

- 4.4 The Christie Commission sought views on how a positive ethos could be promoted across the public sector as a whole and it might be that a concept similar to Total Place could provide a natural focus for that by effectively prioritising citizen and customer needs above discrete organisational imperatives.
- 4.5 Total Place may or may not be a concept that would provide a solution to some of the challenges facing the public sector in Scotland but evidence would suggest that it is certainly worth exploring. However, the fact that consideration of it, and other alternatives, has not really been elaborated on in the consultation documents is disappointing. (The references in both consultation documents to a, "*consultative blue light committee covering fire, police and ambulance, with responsibility for scrutinising plans and performance*", in community planning areas is more a (limited) mechanism for accountability rather than a fundamental model of governance and delivery.)
- 4.6 The absence of alternative models is particularly disappointing given the significant financial challenges Scotland faces and the need to put in place robust solutions which will stand the test of time and meet the ambitious vision the Government has for public services.

## 5.0 Costs & Benefits

- 5.1 Setting aside the limitations mentioned above about the terms in which both consultation papers are framed, there is no evidence to support the view that redrawing organisational or geographic boundaries in itself can achieve savings or improve outcomes. Experience rather is that structural reform can more often be costly, time-consuming and can sometimes fail to deliver the anticipated benefits.
- 5.2 Improvement Service research, for example, suggests that: "*No UK reorganisation in the last 20 years has come in at less than 150% of estimated cost, and none has delivered identified savings within 5 years. Many have more than doubled in cost and saved nothing at all.*"
- 5.3 Academic studies have found likewise, with a Cambridge University study, *The Cost Of Local Government Structural Reorganisation In Great Britain During The 1990's*, concluding that there was: "*no evidence that expected recurrent savings were being realised but compelling evidence that the actual cost of structural change has been seriously underestimated prior to implementation*". The same study showed that the 1996 reorganisation of Scottish local government, which reduced the number of authorities from 65 to 32, ended up costing almost £400 million as opposed to the estimate of £147 million.

5.4 It is not disputed that service improvements and efficiencies need to be found in the public sector; however, the focus should not be primarily on a structural debate and solutions which may never produce savings.

## 6.0 Outcomes

6.1 It is interesting that both consultation papers evidence very good performance in achieving outcomes during the period of the existing structures for police and fire and rescue services.

6.2 In relation to policing, the consultation paper states:

*"Crime is at a 32 year low, and detection rates are improving. The statistics are encouraging:*

- *338,028 crimes were recorded in 2009/10 the lowest number since 1978*
- *in 2009/10 violent crime was down 11% - the lowest level since 1984*
- *serious assaults (including murder, attempted murder, culpable homicide and serious assault) were down 14%; robbery down 16%*
- *homicide statistics published in December 2010 showed homicides recorded by police forces were down 20% in 2009/10 and were at the lowest level in 31 years."*

6.3 And in relation to fire and rescue services, the consultation paper states:

*"There has been positive progress in recent years in key outcomes; for example, the sustained reduction in fire deaths of almost 50% over the period 1999/2000 - 2009/2010."*

6.4 Despite, therefore, some of the facts exercising inspectors and other observers that:

- the size of police divisions varies greatly from 120 police officers in the smallest division to 1,380 in the largest
- some local divisions are more than twice the size of our smallest police forces
- some superintendents lead a police officer workforce equivalent in size to that led by chief constables in other parts of Scotland
- our largest fire and rescue service covers 12 local authority areas, while two others only cover one

significant progress, nonetheless, appears to be being made in meeting outcomes.

6.5 This would suggest that there are at least some aspects of the current organisational arrangements which are effective and which ought to be built on to maintain positive outcomes.

6.6 However, the most effective solutions may not be found at either end of the structural spectrum which begins with the status quo and ends with national services; the most effective solution may be a more sophisticated blend of organisational arrangements.



## 7.0 Conclusions

- 7.1 Ultimately, all aspects of the organisation and operation of public services are political judgements which it is appropriate for elected politicians to make.
- 7.2 The public would hope that in deciding on such matters, decision-makers act on the basis of proper evidence, consultation and debate, taking into account the fullest range of options. In addition, it would be hoped that solutions are designed to be responsive to future challenges, whether economic or social.
- 7.3 It is not apparent at this stage that the consultation papers on the future of policing and reform of the fire and rescue service are framed in such a way as to promote genuine debate of all potential options.
- 7.4 Fundamental to the success of the reviews will be careful consideration of the role of local democracy; this is true in of itself but is particularly pertinent in times of financial restraint. If citizens are to accept the need for reprioritisation of the services that they use, then it is vital that politicians work with them constructively to explore all the choices and options which exist, together with their implications.
- 7.5 As the consultation papers state:

*"Policing in Scotland has, historically and correctly, happened by consent and this should remain."*

*"Fire and rescue is a public service that can only be delivered effectively with the support and consent of the public."*

21 April, 2011  
Clackmannanshire Council



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**Report to Clackmannanshire Council**

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**Date of Meeting: 21st April, 2011**

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**Subject: Clackmannanshire/Stirling Shared Services**

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**Report by: Chief Executive**

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**1.0 Purpose**

- 1.1 The purpose of this report is to update the Council as agreed at its meeting on 2nd December, 2010 on the progress being made on the development of shared education and social services with Stirling Council.

**2.0 Recommendations**

- 2.1 That the Council notes the progress made to date and provides any further observation and guidance to the Leader of the Council that may be thought appropriate for consideration at future Steering Group meetings.

**3.0 Background**

- 3.1 In December 2010, both Councils approved recommendations to manage Education and Social Services jointly within the terms of the Local Government Scotland Act (1973) and to appoint a Joint Head of Education and Joint Head of Social Services. Agreement was reached that Stirling Council's Head of Education would be appointed Joint Head of Education for Stirling and Clackmannanshire Councils and that Clackmannanshire's Head of Social Policy would be appointed Joint Head of Social Services for Clackmannanshire and Stirling Councils.

**4.0 Implementation**

- 4.1 The approval for jointly managing education and social care and the course of action agreed, recognised the benefits of senior managers and leaders of each Council working together on the details of the implementation. This approach makes best use of the resources, capacities, skills and creativity of the two Councils and the individual service leads. To support this process, the following groups have been set up.
- 4.2 **Steering Group** - A Steering Group comprising the two Chief Executives, the two Council Leaders, two Depute Leaders and two main Opposition Leaders has been established. The role of the steering group is to provide political

guidance, support and scrutiny throughout the process of the integration of the services. The steering group will report regularly on progress to both Councils.

4.3 **Programme Board** - A Shared Services Programme Board has been established comprising the two Chief Executives, the two Assistant Chief Executives (Stirling Council), the two joint Heads of Service, the Director of Finance and Corporate Services (Clackmannanshire), the Head of HR Services (Stirling) and the Head of Strategy and Customer Services (Clackmannanshire). The role of the programme board is to provide direction and support around the detailed organisational and operation arrangements to ensure the success of the integration of the services.

4.4 **Reporting Arrangements** - The Joint Heads of Services will report directly to the two Chief Executives. Monthly '2-1' meetings will be established, where the two Chief Executives will jointly meet with each Head of Service.

The Joint Heads of Service will attend meetings of the Corporate Management Team (CMT) in each Council.

## 5.0 Progress

5.1 The Programme Board and the Steering Group are scheduled to meet on a monthly basis and three meetings of both the Board and the Group have taken place.

5.2 The Programme Board has begun the planning around an integrated service, including establishing a clear vision and agreed values and principles for education and social care, establishing the culture and conditions necessary to support how we will work together and the support arrangements including service structures.

5.3 The Board is aware of the importance of communications in the success of this joint venture and has put in place a series of measures to ensure information is cascaded immediately after each Steering Group meeting and has invited the trades unions, from both local authorities, to attend a meeting that follows on immediately after the Board meeting.

5.4 In Clackmannanshire, a short pre-meeting is held with the trade union representatives to determine whether there are any issues that should be discussed at the forthcoming Board meeting. These joint trade union meetings with the Board have been positive, with trade unions expressing support for the project.

5.5 The Steering Group has overseen all of these early arrangements and has been particularly focussed on the appointments of the two Heads of Service.

5.6 On 25th March, 2011, Deirdre Cilliers was appointed Joint Head of Social Services and Belinda Greer was appointed to the position of Joint Head of Education Services. Over time, both will direct staff across the two Councils and manage services delivered by both. Their appointments gives a focus for the detailed work on integration to begin and enables them to lead the transition to joint service delivery.

## 6.0 **Next Steps**

### 6.1 Scheme of Delegation

- 6.1.1 The Steering Group has agreed that the development of revised Schemes of Delegation is the next priority. Work on this is underway and the aim is to have these approved by Council in June.

### 6.2 Familiarisation

- 6.2.1 In addition, an intensive handover period is underway as the Joint Heads become familiar with the service area. This work will inform the development of revised staffing structures necessary to achieve the ambitious vision of future service delivery.

### 6.3 Baseline

- 6.3.1 Facts and figures on the shape and costs of current services are being compiled. This will provide the Steering Group with an overview of current priorities within each Council and the differences that exist in current service priorities.

## 7.0 **Conclusion**

- 7.1 The establishment of joint services is developing momentum and, now that the Joint Heads of Services have been appointed, work is underway to develop shared visions for each joint service, agree service delivery models, management and organisational structures and a transition plan for each service. The aim is to have the joint management teams in place by the Autumn.
- 7.2 Further updates will be provided to Council as the joint venture develops.

## 8.0 **Resource Implications**

### 8.1 *Financial Details*

- 8.2 Detailed work on the costs of services provided by both Councils is underway and will be discussed with the Steering Group in the first instance.

- 8.3 Finance has been consulted and agreed the financial implications as set out in the report. Yes

### 8.4 *Staffing*

As set out in the report.

## 9.0 **Exempt Reports**

- 9.1 Is this report exempt? Yes  (please detail the reasons for exemption below) No

## 10.0 Declarations

The recommendations contained within this report support or implement our Corporate Priorities and Council Policies.

### (1) **Our Priorities 2008 - 2011** (Please double click on the check box )

- |  |                                     |
|--|-------------------------------------|
| The area has a positive image and attracts people and businesses         | <input type="checkbox"/>            |
| Our communities are more cohesive and inclusive                          | <input type="checkbox"/>            |
| People are better skilled, trained and ready for learning and employment | <input type="checkbox"/>            |
| Our communities are safer  | <input type="checkbox"/>            |
| Vulnerable people and families are supported                             | <input type="checkbox"/>            |
| Substance misuse and its effects are reduced                             | <input type="checkbox"/>            |
| Health is improving and health inequalities are reducing                 | <input type="checkbox"/>            |
| The environment is protected and enhanced for all                        | <input type="checkbox"/>            |
| The Council is effective, efficient and recognised for excellence        | <input checked="" type="checkbox"/> |

### (2) **Council Policies** (Please detail)

## 11.0 Equalities Impact

11.1 Have you undertaken the required equalities impact assessment to ensure that no groups are adversely affected by the recommendations?

Yes  No

## 12.0 Legality

12.1 It has been confirmed that in adopting the recommendations contained in this report, the Council is acting within its legal powers. Yes

## 13.0 Appendices

13.1 Please list any appendices attached to this report. If there are no appendices, please state "none".

None

## 14.0 Background Papers

14.1 Have you used other documents to compile your report? (All documents must be kept available by the author for public inspection for four years from the date of meeting at which the report is considered)

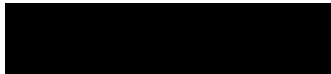
Yes  (please list the documents below) No

1. Joint Delivery of Education and Social Services - Report to Special Meeting of Clackmannanshire Council on 2nd December, 2010

**Author(s)**

<b>NAME</b>	<b>DESIGNATION</b>	<b>TEL NO / EXTENSION</b>
Angela Leitch	Chief Executive	2002

**Approved by**

<b>NAME</b>	<b>DESIGNATION</b>	<b>SIGNATURE</b>
Angela Leitch	Chief Executive	





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**Report to Council**

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**Date of Meeting: 21st April 2011**

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**Subject: Ochils Landscape Partnership**

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**Report by: Head of Service, Community and Regulatory Services**

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**1.0 Purpose**

1.1. The purpose of this report is:

- (a) to inform members of our success in attracting funding from the Heritage Lottery Fund (HLF) towards implementation of the Ochils Landscape Partnership Scheme;
- (b) to seek agreement to sign the relevant documentation to enable commencement of Scheme implementation, and
- (c) advise of the Council's changed role in the Partnership.

1.2. The Landscape Partnership Scheme has been planned and developed by the Council and its partners since 2007. In September 2010, HLF confirmed that the Partnership's application for implementation of the Scheme had been approved. The partners are now in the process of taking the necessary steps to receive formal permission to start from HLF.

1.3. This report, therefore, requests the Council's agreement that Clackmannanshire Council signs the Constitution, Management Agreement and Contract. The purpose of each of these documents is set out in paragraphs 3.6 to 3.14 below.

**2.0 Recommendations**

2.1. It is recommended that the Council:

- a) Approves the Ochil Landscape Partnership Constitution (Appendix 1)
- b) Approves the Ochil Landscape Partnership Management Agreement (Appendix 2), and
- c) Approves the contract with Heritage Lottery Fund (Appendix 3)

### **3.0 Considerations**

#### Background

- 3.1. In order for the Landscape Partnership Scheme to move successfully into the delivery phase there are a number of documents which need to be agreed and signed:
  - Constitution (by all partners)
  - Management Agreement (between the Partnership and the Council as the responsible body)
  - Contract (between the Council and HLF)
- 3.2 The Council has played a key role in driving and promoting the development of the Landscape Partnership with partners since 2006, with Councillor Eddie Carrick as Chair of the OLP Steering Group throughout the planning and development stages. However, it was always recognised that the Scheme was a partnership involving a range of community organisations and, given the Council's pivotal role in successfully steering the Scheme to this stage, it was the intention to eventually offer the Chair to one of the Scheme's other partners. As such, it is now proposed that Councillor Carrick steps down from Chairmanship at the first OLP meeting following the signing of the Constitution. This meeting will take place after the 21st April Council meeting. At this meeting one of the other partners will be elected by vote as Chair of the OLP Executive Committee (formerly known as the Steering Group).
- 3.3 An application was made for an initial grant to develop a plan for the Scheme ('Stage 1') in March 2007. This was successful and the planning work was carried out during 2007/8 with support from a wide range of partners including statutory agencies and community groups. At a meeting on 13th March 2008 Clackmannanshire Council approved the Stage 1 application which was submitted to HLF on 31st March 2008.
- 3.4 After being successful in the Stage 1 Ochils Landscape Partnership application, a Stage 2 application was progressed over the next 18 months and submitted to HLF in April 2010. This was approved in September 2010 and the Council and its partners are now in the process of preparing the documentation required to get the official 'Permission to Start'.
- 3.5 The partners have formulated a scheme that is made up of twenty-two individual projects (Appendix 4) and the intention is to progress to their delivery over the next three years. It is envisaged that this the delivery phase could start in June 2011, dependent upon Council agreeing the recommendations in this report and subsequent agreement to start-up being given by HLF. The resulting improvements are intended to benefit residents throughout Clackmannanshire, increase visitors to the area and be a catalyst for future investment.
- 3.6 The projected value of the proposed scheme is £2.26 million and over £1.4 million of this has already been committed from a variety of funding sources. Officers are currently identifying and applying for additional funding sources

from programmes such as the European Social Fund Priority 5 and the Rural Priorities stream of the Scotland Rural Development Programme, to secure the remaining funding required, and are reasonably confident that this can be achieved. If the full amount of funding cannot be secured, the projects will be reconsidered and the scheme adapted accordingly to make best use of the funding available.

- 3.7 The costs associated with the OLP have all been calculated and agreed as part of the documentation supplied to Heritage Lottery Fund through the application process. All costs that the Council would reasonably incur would be reimbursed through the project funding. The total project costs agreed by HLF include a 10% contingency across all projects plus the scheme administration costs so any additional or unforeseen expenses incurred by the Council beyond that which was originally envisaged would be reimbursed from this contingency money.

#### Recommendation A: Approves the OLP Constitution

- 3.8 The Constitution will be signed by all partners. It would commit the Council to being a partner in the delivery of the Ochils Landscape Partnership.
- 3.9 Stirling Council is also a partner and it is understood that a report will be going to their Council recommending that they sign the Constitution on 19th May.
- 3.10 The Constitution is set out in Appendix 1 to this report.

#### Recommendation B: Approves the OLP Management Agreement

- 3.11 The Management Agreement clarifies the relationship between the Partnership and the Council as responsible body. It specifies the Council's responsibilities as Managing Body during the implementation stage (the next three years). The Council is in a good position to take on the responsibilities listed in Section 2 of the Management Agreement due to its experience in project management, accounting, HR and legal matters. Section 3 of the Agreement provides legal protection to the Council in undertaking this role.
- 3.12 The Management Agreement also covers the management and maintenance of any project assets for an additional seven year period beyond the three year implementation stage. Heritage Lottery Fund require the Scheme to be in place for ten years in total, consisting of the delivery period followed by a period of ongoing maintenance. £85,000 per year for each of the seven years that maintenance will be required has been allocated to the Scheme and there will therefore be no liability on the Council to find any additional funding to cover commitments during this phase.
- 3.13 The Management Agreement is set out in Appendix 2 of this report. Its obligations include:
- Take all appropriate steps to ensure the delivery of the Projects within the designated budgets;
  - Provide administrative and such other appropriate support to the OLP through the OLP Core Team;

- Ensure that the OLP complies with its Legal Duties; and
- Administer and account for all funds received from all funding agencies (including providing financial reports to the OLP);

The Management Agreement also includes a number of Conditions to provide protection to the Managing Authority.

In the event of any dispute arising over the Managing Authority's power to veto a decision of the OLP, the matter (at the request of the OLP or the Managing Authority) shall be referred to the Managing Authority's Legal Services Manager for determination. The determination of the Managing Authority's Legal Services Manager in this matter shall be final and binding on the Parties.

Recommendation C: Approves the contract with HLF

- 3.14 HLF require a contract to be signed between themselves and the Managing Body (Clackmannanshire Council) to formally accept the offer of funding that has been made to the OLP. This commits the Council to the delivery of the Scheme as set out in the application and associated Appendices submitted in April 2010.
- 3.15 Although the Council would be the responsible body with regard to delivery of the scheme, the costs will be fully met by the Landscape Partnership. There will be no further call on Council resources in relation to the implementation of the Scheme.
- 3.16 The contract is set out in Appendix 3 of this report.

**4.0 Sustainability Implications**

- 4.1. The projects contained within the overall Ochils Landscape Partnership Scheme will have the following implications for sustainability:
  - Improve quality of life in Clackmannanshire
  - Achieve sustainable economic development
  - Target skills and training and reduce unemployment
  - Conserve Clackmannanshire's built heritage
  - Reduce the environmental impact of travel
  - Further the conservation of biodiversity
  - Encourage outdoor activity
  - Protect and maintain greenspace
  - Encourage community participation in decision making

A table showing which of these implications for sustainability each project will meet is set out in Appendix 4.

## 5.0 Resource Implications

### 5.1. Financial Details

- 5.2. The full financial implications of the recommendations are set out in the report. This includes a reference to full life cycle costs where appropriate.

Yes

A more detailed breakdown of costs can be found in Appendix III of the Stage 2 Application to the Heritage Lottery Fund by the Ochils Landscape Partnership.

Finance have been consulted and have agreed the financial implications as set out in the report.

Yes

A member of the Finance Team sits on the Officer Coordination Group for the Ochils Landscape Partnership.

### 5.3. Staffing

There are no additional financial implications for the Council in terms of scheme implementation and staffing.

## 6.0 Exempt Reports

- 6.1. Is this report exempt? Yes  (please detail the reasons for exemption below) No

## 7.0 Declarations

The recommendations contained within this report support or implement our Corporate Priorities and Council Policies.

- (1) **Our Priorities 2008 - 2011** (Please double click on the check box )

The area has a positive image and attracts people and businesses	<input checked="" type="checkbox"/>
Our communities are more cohesive and inclusive	<input checked="" type="checkbox"/>
People are better skilled, trained and ready for learning and employment	<input checked="" type="checkbox"/>
Our communities are safer	<input type="checkbox"/>
Vulnerable people and families are supported	<input type="checkbox"/>
Substance misuse and its effects are reduced	<input type="checkbox"/>
Health is improving and health inequalities are reducing	<input checked="" type="checkbox"/>
The environment is protected and enhanced for all	<input checked="" type="checkbox"/>
The Council is effective, efficient and recognised for excellence	<input checked="" type="checkbox"/>

**(2) Council Policies** (Please detail)

- Core Paths Plan
- Open Space Framework (emerging)
- Biodiversity Action Plan
- Sustainability and Climate Change Strategy
- Single Outcome Agreement

**8.0 Equalities Impact**

8.1 Have you undertaken the required equalities impact assessment to ensure that no groups are adversely affected by the recommendations?

Yes  No

**9.0 Legality**

9.1 It has been confirmed that in adopting the recommendations contained in this report, the Council is acting within its legal powers. Yes

**10.0 Appendices**

10.1 Please list any appendices attached to this report. If there are no appendices, please state "none".

Appendix 1: OLP Constitution (November 2010)

Appendix 2: Management Agreement between Clackmannanshire Council and the Ochils Landscape Partnership (November 2010)

Appendix 3: Contract with Heritage Lottery Fund

Appendix 4: List of Projects

**11.0 Background Papers**

11.1 Have you used other documents to compile your report? (All documents must be kept available by the author for public inspection for four years from the date of meeting at which the report is considered)

Yes  (please list the documents below) No



Landscape Conservation Action Plan (OLP Stage 2 application to HLF) - Appendix III - Financial Information (Revised July 2010)

Contract between HLF and Clackmannanshire Council to accept the offer of grant funding.

**Author(s)**

NAME	DESIGNATION	TEL NO / EXTENSION
Helen Blenkarn	Development Officer (Sustainability)	01259 452639

**Approved by**

<b>NAME</b>	<b>DESIGNATION</b>	<b>SIGNATURE</b>
John Gillespie	Head of Community and Regulatory Services	
Garry Dallas	Director of Services to Communities	





## CONSTITUTION

### 1. NAME

The name of the organisation shall be "The Ochils Landscape Partnership" (hereinafter referred to as the "OLP").

### 2. AIMS

(A) To deliver the projects set out in the application to the Heritage Lottery Fund for grant funding;

(B) To deliver a scheme of projects that educate, conserve and promote the distinctive landscape features, cultural heritage and biodiversity of the local area;

(C) To provide a scheme of projects that link together to deliver defined benefits to local people and visitors alike, thereby providing a scheme that will encourage the exploration of the area's natural and cultural features, supporting and enhancing the region's economy; and

(D) Any other activities incidental to the delivery of items (A) to (C) above.

### 3. OBJECTIVES

(A) To conserve, enhance and promote local priority habitats and species.

(B) To enable people of all abilities to have appropriate access to the natural and cultural heritage of the OLP area.

(C) To reinforce the characteristic landscape features and local distinctiveness, through events, activities and recreational opportunities.

(D) To sustainably manage and celebrate the local cultural heritage which enhances appreciation, understanding and community involvement.

(E) To educate, inform and attract local people and visitors to the natural, cultural and landscape heritage of the OLP area.

(F) To provide training in transferrable skills that have previously been lost to the area, allowing people to sustain promote and interpret their local natural, cultural and landscape heritage.

The OLP shall be non-political and shall adhere to the requirements of all Equalities legislation.

### 4. MEMBERSHIP

Membership of the OLP shall consist of:

(A) CLACKMANNANSHIRE COUNCIL, a local authority constituted by section 2 of the Local Government etc (Scotland) Act 1994 and having its principal office at Greenfield, Alloa, FK10 2AD (the "Managing Authority").

(B) STIRLING COUNCIL, a local authority constituted by section 2 of the Local Government etc (Scotland) Act 1994 and having its principal office at Viewforth, Stirling, FK8 2ET

(C) THE UNIVERSITY OF STIRLING a university established in Scotland by charter dated 14<sup>th</sup> December 1967, (and registered as a charity in Scotland, registration number SC011159) of Stirling, FK9 4LA.

(D) SCOTTISH RURAL PROPERTY & BUSINESS ASSOCIATION LIMITED, a company incorporated under the Companies Acts (registered number SC257726) and having its registered office at Stuart House, Eskmills Business Park, Musselburgh, EH21 7PB

(E) JOINT COMMUNITY COUNCIL FORUM, having a place of business at Greenfield, Alloa, FK10 2AD

(F) ALVA GLEN HERITAGE TRUST, a company limited by guarantee (number SC282315) and having its registered office at 182 West Stirling Street, Alva, FK12 5BG (charity number SC036610)

(G) FRIENDS OF THE OCHILS, an unincorporated association (registered charity number SC022034) having a place of business at Parkhead, Logie, Stirling, FK9 4LS

(H) THE WOODLAND TRUST, a company limited by guarantee and having its registered office at Autumn Park, Dysart Road, Grantham, Lincolnshire, NG31 6LL

(I) DEVON ANGLING ASSOCIATION, an unincorporated association.

(J) DOLLAR COMMUNITY COUNCIL, a community council established by section 51 of the Local Government (Scotland) Act 1973 and represented by THE DOLLAR OLP GROUP, an unincorporated association.

(K) CLACKMANNANSHIRE HERITAGE TRUST, a company limited by guarantee and having its registered office at Greenfield, Alloa, FK10 2AD

(L) MENSTRIE COMMUNITY COUNCIL, a community council established by section 51 of the Local Government (Scotland) Act 1973.

(M) MUCKHART COMMUNITY COUNCIL, a community council established by section 51 of the Local Government (Scotland) Act 1973

(N) ALVA COMMUNITY COUNCIL, a community council established by section 51 of the Local Government (Scotland) Act 1973

(O) FORTH VALLEY COLLEGE OF FURTHER AND HIGHER EDUCATION, constituted as a body corporate under the Further and Higher Education (Scotland) Act 1992 and having its principal place of business at Grangemouth Road, Falkirk, FK2 9AD

(P) TILICOUNTRY COMMUNITY COUNCIL, a community council established by section 51 of the Local Government (Scotland) Act 1973

(Q) MUCKHART NATURE PARK, an unincorporated association

(R) NATIONAL TRUST FOR SCOTLAND, established by the National Trust for Scotland Order Confirmation Acts 1935 to 1973 and having its principal offices at Wemyss House, 28 Charlotte Square, Edinburgh, EH2 4ET

(S) CLACKMANNANSHIRE ACCESS FORUM, established as a partnership by the Council and others in exercise of their functions under section 25 of the Land Reform (Scotland) Act 2003 and having a principal place of business at Kilncraigs, Greenside Street, Alloa, FK10 1EB;

(T) CLACKMANNANSHIRE BIODIVERSITY PARTNERSHIP, established as a partnership and having a principal place of business at Kilncraigs, Greenside Street, Alloa, FK10 1EB; and

(U) LOGIE COMMUNITY COUNCIL, a community council established by section 51 of the Local Government (Scotland) Act 1973

each a "Party" or together "the OLP".

The above list of parties are hereby declared as the founder members of the OLP on the execution of this constitution. In the event that a Party does not execute the constitution, they shall be entitled to participate in the discussions of the OLP but shall not have a vote until such time that

Additional members may join the OLP on submitting an application form to the OLP Co-Ordinator. The OLP Co-Ordinator will call a meeting of the Executive Committee in accordance with the Constitution and add the applicants request to the agenda. The Executive Committee shall vote on whether to assume the applicant and the applicant shall be admitted as a member on:

- (i) receiving not less than 50% of the Executive Committee approving the application;
- (ii) receiving a supporting recommendation from either the Project Delivery Task Group or the Learning & Participation Task Group; and
- (iii) the applicant signing a deed of assumption to the Constitution;

## **5. EXECUTIVE COMMITTEE**

The strategic direction of the OLP shall be determined by its members and delivered through an Executive Committee consisting of the following:

- (A) 1 representative of the Managing Authority
- (B) 1 representative of Joint Community Council Forum (Clackmannanshire)
- (C) 1 representative of Scottish Rural Property and Business Association
- (D) 1 representative being the Chair of the sub committee known as 'Project Delivery Task Group'
- (E) 1 representative being the Chair of the sub committee known as 'Learning and Participation Task Group'; and
- (F) 2 representatives duly elected by the OLP from its membership (such representatives being exclusive to members of the Community within the OLP area)

Each member will have a named alternative who will be welcome to attend all meetings of the Executive Committee. Decisions of the Executive Committee will be taken in accordance with Clause 8.

## OFFICE BEARERS

The OLP shall be required to appoint Office Bearers by an election amongst the members of the OLP. The Office Bearers shall consist of a Chairperson and a Vice Chairperson and only those members of the Executive Committee shall be eligible for election (however this does not include the named alternate). Save for the representative of the Managing Authority (except where requested by the Executive Committee) any member shall be entitled to nominate a member of the Executive Committee as an Office Bearer and that person shall be appointed on receiving either (i) a simple majority if no other nomination or (ii) the greatest number of votes; both on a show of hands of the members present at the meeting.

The two community members of the Executive Committee along with the Chair and Vice Chair shall retire at the Annual General Meeting of the OLP but shall be eligible for re-election.

The Executive Committee shall meet at such intervals as they may determine having regard to the business to be transacted, however shall meet not less than six times in one calendar year.

The Executive Committee shall have power to:

1. Appoint from among the partnership member such Sub-Committees thereof as they deem necessary in order to carry out the objects of the OLP and to co-opt such additional persons as they may think desirable in the circumstances of each case. Members of the Sub-Committee need not be members of the Executive Committee.
2. Direct the work of the OLP core team

3. Agree costs and programme on the recommendations from task groups.
4. Appoint authorised signatories to sign on behalf of the OLP and until such appointment is made, it is declared that the Office Bearers shall be authorised signatories of the OLP; and
5. Appoint a member from the Committee to attend interviews for the post of OLP Coordinator in a representative capacity.

## 6. **CORE TEAM**

To assist the OLP, a team of 3.5 FTE staff will be employed by the Managing Authority for the period of the Scheme. Subject to the provisions of clause 9, the work plans of the OLP Core Team will be directed by the Executive Committee to deliver the aims and objectives of the OLP.

Principal areas of responsibility for the OLP core team shall include:

1. Project delivery
2. Procurement of materials, equipment and services relating to the business of the OLP
3. Media co-ordination, marketing and communication;
4. Provision of all necessary information as reasonably required by the Executive Committee (including financial statements);

although the specific arrangements shall be subject to a management agreement between the OLP and the Managing Authority

## 7. **SUB COMMITTEES**

At the first general meeting of the OLP and following adoption of the constitution sub committees shall be formed to deliver the objectives of the partnership. Sub committees will have no decision making powers. These sub committees will be known as:

'The Project Delivery Task group' and 'The Learning and Participation Task Group'.

(A) The Project Delivery Task Group's role shall include:

1. Assist the OLP core team with programme planning;
2. Assist the OLP core team with the monitoring of contracts;
3. Give "in kind" assistance;
4. Monitor and evaluate projects; and
5. Make recommendations to the Executive Committee.

(B) The Learning and Participation Task Group's role shall include:

1. Assist the OLP core team with project planning and programme of work
2. Develop volunteer strategy
3. Develop communication strategy

4. Develop education strategy
5. Monitor and evaluate projects
6. Make recommendations to the Executive Committee.

The Sub Committees shall work together where appropriate to combine knowledge and to share the skills of each task group. It shall be the responsibility of the Chair of each sub committee to put in place such necessary arrangements to meet this requirement.

## 8. MEETINGS

- A. The first meeting of the OLP shall take place on [ ], at which point the constitution will be adopted and the Office Bearers elected in accordance with the Constitution. Until the adoption of the Constitution and the election of the office bearers, this meeting shall be chaired by Councillor Carrick. The first item of business will be to confirm the nomination of the two community representatives to the Executive Committee. In the event that there are more than two applicants, a poll shall be taken of those present at the meeting with voting rights. The two applicants with the highest number of votes shall be selected. In the event of a tie, the nominee with the least votes shall be eliminated from the process and the voting process recommenced until two applicants remain and are duly elected.
- B. The OLP shall then elect a Chair and Vice Chair in accordance with clause 5. On the election of the Office Bearers, Councillor Carrick shall step down as the chair of the meeting and all meetings will proceed in accordance with the remaining provisions of this clause 8.
- C. The Chairperson whom failing the Vice-Chairperson shall preside at all general meetings and meetings of the Executive Committee. In the absence of both the Chairperson and the Vice-Chairperson those present as appropriate shall appoint one of their number to preside. It shall be the responsibility of the Chairperson to control order at the meetings and any questions arising over the procedure shall be decided by the Chairperson, whose decision shall be final. In the event of the alternate of the Chair being present, the meeting shall be presided by the Vice Chair and in the event of both Chair and Vice Chair's alternate being present, it shall fall to those present to appoint one of their number to be the Chair.
- D. The Annual General Meeting of the OLP shall be held in not less than one year from the creation of the OLP. The notice calling the Annual General Meeting of the OLP shall be accompanied by a Statement prepared by the Chairperson on the work of the Executive Committee during the year ended one month prior to the date of the meeting in accordance with this clause.
- E. The Quorum for general meetings of the OLP shall be eight (8) and for the meeting of the Executive Committee four (4). For the purposes of determining a quorum, a person's alternate shall be counted as a party.

- F. The Executive Committee may co-opt any member onto the committee, who may participate in meetings of the Committee, however that member shall not have a substantive vote nor shall they form part of the quorum.
- G. All general meetings of the OLP and meetings of the Executive Committee shall be called by the Chairman and 21 days notice in writing shall be given as to the time and place thereof and the business to be considered in so far as is known in the case of general meetings of the OLP and 14 days notice in the case of meetings of the Executive Committee. All papers shall be circulated not less than 7 days prior to the date of relevant meeting. For the purposes of this provision, notice in writing shall include notice given by electronic means.
- H. All members shall be invited to attend a general or special meeting by written notice in accordance with clause 8(D). In addition, a notice calling either type of meeting shall be placed in the local press. The same procedure shall apply to meetings of the Executive Committee save for the requirement to publicise the meeting in the local press.
- I. Meetings of Sub-Committee of the Committee shall be called by the OLP co-ordinator or by the Chair of such Sub-Committees as may be agreed between them.
- J. A Special General Meeting of the OLP shall be held if requisitioned by the Chairperson or by not less than two thirds of the members resolving do to so and if done so by letter in writing addressed to the OLP co-ordinator, stating the nature of the business proposed to be considered at such meeting. Any special General Meeting of the OLP so requisitioned shall be held within 35 days of receipt by the OLP co-ordinator of such requisition.
- K. Prior to any meeting of the OLP, Executive Committee or Sub Committee, each Party shall declare any interest in the item of business being debated (whether financial or non financial). In the event of such a declaration, it shall be for that Party to decide (in consultation with the OLP co-ordinator) whether that it is appropriate to continue in the debate and to vote on the matter under discussion
- L. Voting at meetings shall be on the basis of one vote per member present and the Chairperson shall have a casting vote as well as a deliberate vote except with regard to the election of Office Bearers and Executive Committee Members where, on an equality of votes the decision shall be made by ballot. Voting shall be by a show of hands (subject to clause 8(K) below)
- M. In the event that more than one representative of a Party (including alternates) are present, each Party shall have one substantive vote only and not a vote based on the number of members present. In the event that any Party cannot agree, their vote shall be exercised by the Chair.

## **9. FINANCE AND MEETING FUNCTIONS**

The OLP will enter into a management agreement with the Managing Authority, the purpose of which is to facilitate the delivery of the objectives of the OLP and insofar as possible to remove the administrative and regulatory burdens from the OLP onto the Managing Authority. This shall include the procurement of works, CDM compliance, financial compliance and employment and equalities compliance, although this list is not exhaustive.

The Executive Committee shall have the power to instruct the Managing Authority to carry out the projects providing that the OLP is acting lawfully in doing so.

**10. WINDING UP**

The OLP shall not be wound up except by resolution carried by a majority of not less than seventy five percent of those present and voting at a special General Meeting of the aforementioned called for the purpose. In the event of the OLP being wound up all funds of the OLP shall be disposed of for such voluntary purposes as they in their sole discretion may determine (but subject to any conditions of grant funding).

**11. INTERPRETATION AND AMENDMENT OF CONSTITUTION**

The Constitution shall not be amended except by resolution carried by a majority of not less than seventy five percent of those present and voting at either (i) an Annual General Meeting of the OLP or (ii) a Special General Meeting of the OLP. The terms of any proposed amendment to the Constitution shall be issued in full along with the notice calling any such Special General Meeting.

Any dispute or difference arising out of the interpretation of this Constitution shall be referred to the Chairman of the OLP for determination and resolution. In the event that this cannot be resolved, the affected Party may refer this matter for deliberation to the Chief Executive of the Managing Authority. The decision of the Chief Executive shall be final.

This memorandum consisting of this and the preceding seven pages is subscribed by the parties indicated in clause 4 as follows

**Subscribed for and on behalf of**  
CLACKMANNANSHIRE COUNCIL **by an**  
**Authorised Signatory, at Alloa on the ..... day**  
**of..... 2011 in the presence of**  
**this witness:-**

\_\_\_\_\_ **Signature**

\_\_\_\_\_ **Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_



**Subscribed for and on behalf of STIRLING  
COUNCIL by an Authorised Signatory, at  
on the ..... day of  
..... 2011 in the presence of this  
witness:-**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

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**Subscribed for and on behalf of UNIVERISTY  
OF STIRLING by an Authorised Signatory, at  
on the ..... day of  
..... 2011 in the presence of this  
witness:-**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

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**Subscribed for and on behalf of FRIENDS OF  
THE OCHILS by an Authorised Signatory, at  
..... on the ..... day of  
..... 2011 in the presence of this  
witness:-**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

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**Subscribed for and on behalf of ALVA GLEN  
HERITAGE TRUST by an Authorised Signatory,  
at**

**..... on the ..... day of  
..... 2011 in the presence of this  
witness:-**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

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Subscribed for and on behalf of WOODLAND TRUST by an Authorised Signatory, at .....on the ..... day of ..... 2011 in the presence of this witness:-

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

Witness \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

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**Subscribed for and on behalf of DEVON  
ANGLING ASSOCIATION by an Authorised  
Signatory, at**

..... on the ..... day of  
..... 2011 in the presence of this  
witness:-

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

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\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Subscribed for and on behalf of**  
**CLACKMANNANSHIRE HERITAGE TRUST by an**  
**Authorised Signatory, at**  
..... on the ..... day of  
..... 2011 in the presence of this  
witness:-

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**Signature**

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**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

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**Subscribed for and on behalf of DOLLAR  
COMMUNITY COUNCIL by an Authorised  
Signatory, at**

..... on the ..... day of  
..... 2011 in the presence of this

**witness:-**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

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**Signature**

\_\_\_\_\_  
**Full Name**



**Subscribed for and on behalf of MENSTRIE  
COMMUNITY COUNCIL by an Authorised  
Signatory, at**  
..... on the ..... day of  
..... 2011 in the presence of this  
witness:-

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

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**Subscribed for and on behalf of MUCKHART  
COMMUNITY COUNCIL by an Authorised  
Signatory, at**

..... on the ..... day of  
..... 2011 in the presence of this  
witness:-

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**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

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**Subscribed for and on behalf of MUCKHART  
NATURE PARK by an Authorised Signatory, at  
..... on the ..... day of  
..... 2011 in the presence of this  
witness:-**

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**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

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**Subscribed for and on behalf of FORTH VALLEY  
COLLEGE OF FURTHER AND HIGHER  
EDUCATION by an Authorised Signatory, at  
..... on the ..... day of  
..... 2011 in the presence of this  
witness:-**

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**Signature**

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**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

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**Subscribed for and on behalf of TILlicOUNTRY  
COMMUNITY COUNCIL by an Authorised  
Signatory, at**

.....on the ..... day of  
..... 2011 in the presence of this  
witness:-

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**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

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**Subscribed for and on behalf of ALVA  
COMMUNITY COUNCIL by an Authorised  
Signatory, at**

..... on the ..... day of  
..... 2011 in the presence of this

**witness:-  
Witness**

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**Full Name**

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**Address**

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**Signature**

\_\_\_\_\_  
**Full Name**

**Subscribed for and on behalf of LOGIE  
COMMUNITY COUNCIL by an Authorised  
Signatory, at**

..... on the ..... day of  
..... 2011 in the presence of this  
witness:-

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**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

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**Subscribed for and on behalf of NATIONAL TRUST FOR SCOTLAND by an Authorised Signatory, at**

..... on the ..... day of ..... 2011 in the presence of this witness:-

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

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**Subscribed for and on behalf of  
CLACKMANNANSHIRE ACCESS FORUM by an  
Authorised Signatory, at**

..... on the ..... day of  
..... 2011 in the presence of this  
witness:-

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

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**Subscribed for and on behalf of**  
CLACKMANNANSHIRE BIODIVERSITY  
PARTNERSHIP **by an Authorised Signatory, at**  
..... on the ..... day of  
..... 2011 in the presence of this  
witness:-

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**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

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**Subscribed for and on behalf of JOINT  
COMMUNITY COUNCIL FORUM by an  
Authorised Signatory, at**  
..... on the ..... day of  
..... 2011 in the presence of this  
witness:-

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

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**Subscribed for and on behalf of SCOTTISH  
RURAL PROPERTY & BUSINESS ASSOCIATION  
by an Authorised Signatory, at  
.....on the ..... day of  
..... 2011 in the presence of this  
witness:-**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

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## **MANAGEMENT AGREEMENT**

*between*

**CLACKMANNANSHIRE COUNCIL**

*and*

**THE OCHILS LANDSCAPE PARTNERSHIP**

## MANAGEMENT AGREEMENT

between

- (1) **CLACKMANNANSHIRE COUNCIL**, a local authority constituted by section 2 of the Local Government etc (Scotland) Act 1994 and having its principal office at Greenfield, Alloa, FK10 2AD (hereinafter referred to as the "**Managing Authority**"); and
- (2) **THE OCHIL LANDSCAPE PARTNERSHIP**, an unincorporated association having its place of business at c/o Clackmannanshire Council, Ochil Landscape Partnership Core Team, Kilncraigs, Greenside Street, Alloa, FK10 1EB (hereinafter referred to as the "**OLP**")

each a "**Party**" or together "**the Parties**".

### Preamble

The Parties are mutually committed to progress the Projects and it is agreed between the Parties that the OLP will utilise the resources of the Managing Authority to ensure the delivery of the Projects set out in the OLP's Constitution to free and relieve the OLP from any onerous obligations

### 1. Definitions

In this Memorandum, the following words shall have the following meanings:

"**CDM Requirements**" means the requirements of the Construction Design and Management Regulations 2007;

"**Constitution**" means the document setting out the aims, powers and purpose of the OLP;

"**HLF Funding**" means the funds received in support of the Projects from the Heritage Lottery Fund;

"**Legal Duties**" means compliance with all appropriate legislation applicable to the delivery of the Projects, which shall include compliance with any CDM Requirements, Procurement Rules, all equalities and employment legislation and the provisions of the Local Government Acts;

"**Local Government Acts**" means the Local Government (Scotland) Act 1973, the Local Government etc (Scotland) Act 1994 and the Local Government in Scotland Act 2003

"**OLP Core Team**" means the staff specifically employed for the OLP (with such details to be provided to the OLP Executive) and such other officers of the Managing Authority as may be required to assist in the delivery of the Projects;

"**OLP Core Team Representative**" means the Service Manager, Development Services, or such alternate as she may nominate or such other person as nominated by the Managing Authority and intimated to the OLP;

"**OLP Executive**" means the decision making committee of the OLP as provided for in the Constitution and references to the decision making powers of the OLP shall be construed accordingly;

"**Procurement Rules**" means the provisions of the Public Contracts (Scotland) Regulations 2006 and the Managing Authority's Contract Standing Orders;

"**Projects**" mean the projects approved for delivery by the OLP and listed as appendices to the Constitution;

## **2. Managing Authority's Obligations**

In furtherance of the Constitution of the OLP, the Managing Authority shall (subject to the provisions of clause 3)

- 2.1. Take all appropriate steps to ensure the delivery of the Projects within the designated budgets;
- 2.2. Provide administrative and such other appropriate support to the OLP through the OLP Core Team;
- 2.3. Ensure that the OLP Core Team Representative is present at any meetings of the OLP Executive;
- 2.4. Permit a nominated member of the OLP Executive to be present at interviews for the post of the OLP Co-ordinator;
- 2.5. Ensure that the OLP complies with its Legal Duties; and
- 2.6. Administer and account for all funds received from all funding agencies (including providing financial reports to the OLP);

## **3. Managing Authority Conditions**

- 3.1. In the unlikely event that the OLP should do so, it shall be an essential requirement of this Agreement that in the event that the OLP notify the Managing Authority that they propose to require the Managing Authority to do the following:
  - 3.1.1. propose to proceed with any Projects that do not have an allocated budget or budgets;
  - 3.1.2. propose to proceed where a decision made by the OLP is not in accordance with the Constitution;
  - 3.1.3. require the Managing Authority to allocate any capital expenditure made from the Managing Authority's own funds to Projects where such expenditure would not relate to Managing Authority owned property;
  - 3.1.4. require the Managing Authority to breach any Legal Duties; or
  - 3.1.5. require the Managing Authority to breach (i) the HLF Funding conditions or (ii) any other funders conditions of their award and any subsequent funders requirementsthen the Managing Authority shall not require to carry out the decision of the OLP.
- 3.2. In the event of any dispute arising over the Managing Authority's power to veto a decision of the OLP, the matter (at the request of the OLP or the Managing Authority) shall be referred to the Managing Authority's Legal Services Department for determination. The determination of the Managing Authority's Legal Services Department in this matter shall be final and binding on the Parties.

## **4. Dispute Resolution**

- 4.1. The Parties shall work in a spirit of co-operation to deliver the Projects, however in the event that a dispute arises, either the Chairman or the OLP Core Team Representative shall request a meeting between the Parties aforementioned. The purpose of the meeting shall be to resolve the dispute in question and the agreement shall be binding on the Parties.

4.2. In the event that the Parties are unable to reach agreement, then either Party may refer the matter in dispute to the Chief Executive of the Managing Authority for resolution. It shall be at the discretion of the Chief Executive of the Managing Authority to determine what information they require and what procedures should be followed in determining the matter in dispute, however the Chief Executive shall maintain appropriate separation arrangements to ensure the neutrality over any dispute.

4.3. For the purposes of clause 4.2, the appropriate person shall be (i) in the event of a dispute concerning the financial affairs of the OLP, the Managing Authority's Officer appointed under section 95 of the Local Government (Scotland) Act 1973 or (ii) in the event of any other disputes, the Managing Authority's Monitoring Officer appointed under the Local Government and Housing Act 1989.

4.4. This provision does not apply to any matters in dispute that are governed by clause 3.

**5. Termination**

This Agreement shall remain in full force and effect until the earlier of

5.1.1. The delivery of all the Projects; or

5.1.2. The expiry of the period of 3 years from the last date of execution of this Agreement.

**6. Variations**

This Agreement may not be varied except by the written agreement of the Parties. Any variations shall be documented by means of a formal Deed of Variation.

**7. Entire Agreement**

This Agreement is the entire agreement between the Parties and supersedes any previous Memorandum of Understanding or other agreements.

**IN WITNESS WHEREOF** these presents consisting of this and the preceding pages have been executed by the Parties as follows:-

Subscribed for and on behalf of  
**CLACKMANNANSHIRE COUNCIL** by an  
Authorised Signatory, at Alloa on the ..... day  
of..... 2011 in the presence of  
this witness:-

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

Witness \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_



Subscribed for and on behalf of **OCHIL  
LANDSCAPE PARTNERSHIP** by two Authorised  
Signatories, at \_\_\_\_\_ on the ..... day  
of \_\_\_\_\_  
..... 2011 in the presence of this  
witness:-

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

This Contract is between the **Trustees of the National Heritage Memorial Fund** of 7 Holbein Place, London, SW1W 8NR ('we', 'us', 'our') and **Clackmannanshire Council** of Greenfield, Alloa, Clackmannanshire FK10 2AD ('you', 'your').

Date: 2010

- **Application** – any documents or information you send us to support your request for a grant and identified in our records under reference number LP-08-00106.

- **Approved Purposes** – the partnership scheme programmes and other purposes for which you have applied for the Grant and how you or others ('a Third Party' or 'Third Parties') plan to carry out those purposes as set out in your Application. Taking into account:

- a) any changes to the list of partnership programmes or other purposes we and you have agreed in writing up to the date of our decision to award you the Grant, and any changes that we tell you about in our letter awarding you the Grant; and

- b) any changes to the list of partnership projects you sent with your Application which may be amended from time to time with our written approval beforehand. Approved Purposes include receiving and using partnership funding as set out in your Application.

- **Approved Usage** – how you said you would use your Property in your Application (allowing for any changes that we may have agreed up to the date of this Contract).

- **Monitoring Documents** – the documents we publish from time to time to guide you and regulate the conduct of the Approved Purposes, insurance, publicity, how we pay the Grant, how we recover the Grant, monitoring and changes to the Grant.

- **The Grant** – **six hundred and thirty one thousand five hundred pounds (£631,500)** which we will pay under reference number **LP-08-00106/2**.

This is the amount given in our letter telling you about our grant award.

- **Third Party** – anybody (other than you) who owns or controls property listed in the Application.

- **Third Party Contract** – a contract that you enter into with a Third Party in line with clause 26c of this Contract.

• **Third Party Property** – any property identified in the Application that belongs to or is controlled by a Third Party.

• **Your Property** – any property that you buy, receive, create, restore or conserve with the Grant.

You and we agree to the following.

1 You will use the Grant only for the Approved Purposes, unless you get our approval beforehand.

2 You will achieve the Approved Purposes by **14 June 2014** (the Grant Expiry Date).

3 You will use Your Property, or allow it to be used, only for the Approved Usage.

4 As well as the terms of this Contract, you will follow the special conditions (if any) set out in the Appendix and in our letter awarding you the Grant and meet the conditions and requirements contained in the Monitoring Documents. If there is any difference between the special conditions and the terms of this Contract, the special conditions will apply.

5 When you carry out the Approved Purposes, you will use suitable financial and other management controls that:

a) make sure that the Grant is used for its intended purpose;

b) are in line with high standards of honesty, regularity and good financial management, and to a standard of quality which is appropriate to a scheme which is important to the national heritage; and

c) are in line with the accounting and auditing principles set out in the Monitoring Documents.

6 You will not start work to achieve the Approved Purposes, or make any changes to the Approved Purposes, without our approval beforehand.

7 You will send us, in line with our instructions, the relevant information we ask for in the Monitoring Documents.

8 You will give us any financial or other information and records we may need from time to time on the Grant, Your Property, Third Party Property, the Approved Purposes (and achieving them) and the Approved Usage.

9 You will allow us (or any people we authorise) to have any access we may need to:

a) inspect Your Property and any work to Your Property;

b) monitor the conduct and progress of the Approved Purposes; and

c) monitor the Approved Usage.

10 If we (or any person we authorise) make any recommendation on the matters set out in clause 9, you will take those recommendations into account when meeting your obligations under this Contract.

11 You will take appropriate steps to monitor the success of the Approved Purposes, and whether Your Property is used for the Approved Usage. Each year you will give us a report ('the Annual Report') in which you must review the Approved Purposes as a whole and show us that during that year the Approved Purposes have been carried out successfully and in line with this Contract and the Monitoring Documents. Each Annual Report must cover the whole year ending on the anniversary of the date on which we agreed, in writing, that the scheme starts. The Annual Report must reach us within one month of that date.

12 Before you start any phase of the work needed to achieve the Approved Purposes, you will put into place all necessary contracts with contractors and professional advisers to allow you to finish that phase of the work. Each contract you sign and date must be on terms that an employer with relevant experience would enter into for contractors or professional advisers to provide similar work or services for schemes of the same size, value, complexity and importance as the Approved Purposes. The building contracts must contain a clause which allows you to withhold a retention on practical completion of the works. If you want any contracts to be on different terms, you must get our approval beforehand.

13 If the Approved Purposes involve buying goods or services or getting work done, you will conduct a tendering exercise in line with the Monitoring Documents. Unless we agree otherwise in writing, you must also advertise any new posts as set out in the Monitoring Documents.

14 If you use any part of the Grant yourself to buy, receive, create, restore, conserve or otherwise fund Your Property, you must not:

- sell, let or otherwise part with it or any interest in it; or
- give any rights over it to anyone else (or take steps to do so);

without our approval beforehand. If we give our approval, it may depend on any of the following requirements.

- a) That you pay us a share of the net proceeds of selling or letting Your Property (we will work out the share in line with the Monitoring Documents).
- b) That you sell or let Your Property at the full market value.
- c) Any other conditions as we think fit.

15 If the Approved Purposes include buying or receiving land or buildings, you will buy or receive either a freehold interest or a lease that has at least 80 years left to run.

16 You will maintain Your Property in good repair and condition. If the Approved Purposes include creating, repairing or restoring Your Property, you will maintain it in good repair and condition after it has been created, repaired or restored.

17 You will insure Your Property and any work to it to the standard set out in (and use any proceeds of the insurance in line with) the Monitoring Documents.

18 You will keep any objects or fixtures that form part of Your Property in a physically secure and appropriate environment.

19 You will tell us, in writing, within five working days about any significant loss or damage to Your Property.

20 You will arrange for the general public to have appropriate access to Your Property. You will make sure that no person is unreasonably denied access to it.

21 Before we make any public announcement of the Grant, you will not issue any public statement, press release or other publicity in relation to the Grant or which refers to us, other than in a form we have approved beforehand.

22 Once we have announced the Grant, you will acknowledge the Grant publicly in line with the Monitoring Documents and 'How to acknowledge your Grant' booklet. You will also give us photographs of your scheme and meet any other requirements we may tell you about from time to time.

23 You give us the right to use the photographs you send us. You must get any permission you need for you and us to use the photographs before you send them to us or before you use them.

24 We will make the purpose and amount of the Grant public under the Freedom of Information Act 2000 and in whatever other way we think fit.

25 Up to the Grant Expiry Date, we will pay you the Grant or any instalment of it in line with this Contract and the procedures and terms set out in the Monitoring Documents as long as:

a) the National Lottery continues to operate under the National Lottery etc. Act 1993 (as amended from time to time), and enough funds are made available to us under the Act;

b) we are satisfied that you or a Third Party are achieving (and will continue to achieve) or have achieved the Approved Purposes in line with this Contract, and that you are spending the Grant in proportion to any other funds you receive from other sources for the Approved Purposes; and

c) the total amount of the Grant you have received is not more than the total annual allocations (as set out in the Application) up to the date on which you ask for an instalment of the Grant.

26 If the Approved Purposes involve a Third Party using part of the Grant to buy, receive, create, restore, conserve or otherwise fund Third Party Property, we will only pay you that part of the Grant on the conditions set out in the Monitoring Documents and if:

a) you have sent us any details of the Third Party and of the Third Party Property that we need to see and approve in line with the Monitoring Documents;

b) no work or alterations have been carried out to the Third Party Property since you included it in the Application, which you believe make it less valuable as a heritage asset; and

c) the Third Party has entered into a Third-Party contract with you that allows you to enforce against the Third Party, in relation to their Third-Party Property and the part of the Grant you have set aside for them, terms that are no less strict than the terms set out in this Contract.

27 If a Third Party breaks any of the terms of its Third-Party Contract, you must, unless we agree otherwise, take all reasonable steps to enforce those terms and recover any money they owe you as a result. You must pay us a share of any money you recover from a Third Party. You must work out the share in line with the Monitoring Documents. You must pay us this money immediately.

28 If we tell you in writing, you must allow us to take over and carry forward for our own benefit any proceedings against a Third Party. You must also make sure that all Third Party Contracts allow for this to happen. If we tell you, you must transfer to us any rights that you may have as a result of a Third-Party Contract being broken.

29 You must not use any part of the Grant towards work on your Property or Third-Party Property without getting our written permission beforehand if that part of the Grant has been identified in your notification letter as one which you must refer to us before you offer it.

30 Unless we agree otherwise, you must make sure (in a way that can be enforced in law) that anyone who buys or receives Third-Party Property from a Third Party:

a) insures the Third-Party Property up to an amount and against such risks as is reasonable and appropriate in all the relevant circumstances;

b) maintains the Third-Party Property's character and appearance, bearing in mind the area it is based in;

c) keeps to any other conditions we say must be followed before the Third-Party Property is sold; and d) repays you in line with the conditions of the Monitoring Documents for repaying the Grant.

31 You must take all reasonable steps to monitor and, unless we agree otherwise:

- enforce against anyone who buys or receives Third-Party Property from a Third Party the conditions referred to in clause 30 a, b and c above;

- recover any amounts owed to you in connection with clause 30 d; and

- pay us a share of any amount you recover. You must work out this share in the same way as under clause 27 of this Contract.

32 We confirm that the Grant is recorded in our accounts as a firm commitment to pay the money.

33 You acknowledge that the Grant is the total amount of funds we will provide and will not be increased as the result of you overspending or for any other reason.

34 You must repay to us immediately any Grant that we have paid you (and we will stop any future instalments of the Grant) if:

a) you fail to keep to clause 1 or 2 (unless the failure was to achieve the Approved Purposes by the Grant Expiry Date and the failure happened due to events beyond your control);

b) you no longer operate, or you are declared bankrupt or placed into receivership or liquidation;

(c) you have, in our opinion, put fraudulent, incorrect or misleading information in your application form;

d) you have acted negligently in any significant matter or fraudulently in connection with the Approved Purposes or the Approved Usage; or

e) any competent authority directs the repayment of the Grant.

35 You must repay to us any Grant that we have paid you (or any smaller amounts we ask you to repay) if we tell you that you must repay it for any of the following reasons. (We will also stop any future payments of the Grant.)

- a) There is a significant change in your status.
- b) We are satisfied that you have used any fraudulent, incorrect or misleading information to fill in any Monitoring Documents or to provide other information to us.
- c) You knowingly withhold information that is relevant to the content of the Application.
- d) You fail to keep to any of the terms of this Contract (other than under clause 34).

36 If you have to repay the Grant as a result of:

- a) a change of ownership of all or part of Your Property;
- b) a significant change in your status;
- c) a change from the Approved Purposes or Approved Usage; or
- d) you no longer operating due to a merger with, or the transfer of functions to, another organisation.

You, the new organisation or the new owner must, within 90 days of the terms being broken, send us a new version of your Application to consider.

37 We may decide not to ask you to repay the Grant (or any part of it) if we agree to the new version of the application and you, the new organisation or the new owner enters into a new grant contract with us on any terms as we think fit.

38 If you achieve the Approved Purposes without spending the full amount of the Grant, you must pay back the part of the Grant you have not spent. We will assume that you have spent the Grant in proportion to other funds you received from other sources for the Approved Purposes.

39 If you sell or otherwise part with all or part of Your Property without our permission under clause 14 or 36, or you receive money in some other way as a result of the terms being broken, you may have to pay us immediately a share of the net proceeds if that share is more than the amount we would otherwise be entitled to under clause 34 or 35. We will work out the share in line with the Monitoring Documents.

40 We may stop funding in line with this Contract if, within two years of the date of this Contract, you have not spent at least 20% of the Grant.

41 If we stop funding in line with clause 40, you may still claim amounts you have offered to Third Parties but have not yet paid them at the date we stop funding. You may also claim any amounts we agree should still be available for you to carry out work to Your Property.

42 If we stop funding under clause 40, you must (if we ask you to) transfer any Third-Party Contracts to us or to someone we choose.

43 You may not and will not claim to transfer the Grant or this Contract, or any rights under this Contract.

44 You must take all steps, and sign and date any documents, as may be necessary to carry out your obligations under this Contract and to give us the rights granted to us under this Contract.

45 If you are made up of more than one person, any liability under this Contract will apply to you all together and separately.

46 We may rely on any of our rights under this Contract at any time, even if we do not choose to do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under this Contract.

47 If you need our approval for anything, you must write to us to ask for it. You may only rely on any approval needed under this Contract if we (or any person we authorise) give it to you in writing.

48 Any notice, request or other document we or you send to each other under this Contract must be delivered or sent by first-class post to the addresses in this Contract, or to any other addresses we may specify.

49 Any documents you need to send us under this Contract are for our own purposes only. If we approve or accept any documents, this does not mean that we have approved or accepted them for any other purpose.

50 The conditions of this Contract last for 10 years from the date of this Contract or when all Third-Party Contracts end, whichever is later.

51 It is not intended that the conditions in this Contract can be enforced by any person other than you or us.

**Appendix**  
special conditions

Before we give you permission to start work to achieve the Approved Purposes in accordance with clause 6 of this Contract you must submit to us for our approval:

1. a signed partnership agreement in which all partners commit to our 10 year management and maintenance requirements; and
2. evidence that you have received State Aid clearance where necessary for each of the programmes within the scheme.

Signed on behalf of the Trustees of  
the National Heritage Memorial Fund .....



Duly authorised for and on behalf of  
Clackmannanshire Council

.....

(please print your name)

.....

RJ/Ochils LPS/2



## Appendix 4: List of Projects

		Improve quality of life in Clackmannanshire	Achieve sustainable economic development	Target skills and training and reduce unemployment	Conserve Clackmannanshire's built heritage	Reduce the environmental impact of travel	Further the conservation of biodiversity	Encourage outdoor activity	Protect and maintain greenspace	Encourage community participation in decision making
<b>Programme A</b>										
A1	The Hillfoots Way	✓	✓	✓		✓	✓	✓	✓	✓
A2	Bonnie Blairlogie	✓	✓	✓			✓	✓	✓	✓
A3	Dumyat Paths	✓	✓	✓			✓	✓	✓	✓
A4	Menstrie Glen	✓	✓	✓			✓	✓	✓	✓
A5	Alva Glen	✓	✓	✓			✓	✓	✓	✓
A6	Ochils Woodland Park	✓	✓	✓			✓	✓	✓	✓
A7	Tillicoultry Glen	✓	✓	✓			✓	✓	✓	✓
A8	Dollar Glen	✓	✓	✓			✓	✓	✓	✓
A9	Restoration of Mill Green	✓	✓	✓			✓	✓	✓	✓
A10	Dollar Burn Education and Interpretation	✓	✓	✓			✓	✓	✓	✓
A11	Dollar Burn Water Race Course Restoration	✓	✓	✓	✓		✓	✓	✓	✓
A12	Muckhart Nature Park	✓	✓	✓			✓	✓	✓	✓

A13	Control of Bracken		✓	✓			✓	✓	✓	✓
<b>Programme B</b>										
B1	Devon Trail	✓	✓	✓		✓	✓	✓	✓	✓
B2	Reinstatement of Natural Wetlands		✓	✓			✓	✓	✓	✓
B3	Riverbank Stabilisation		✓	✓			✓	✓	✓	✓
B4	Control of Alien Species		✓	✓			✓	✓	✓	✓
<b>Programme C</b>										
C1	Ochils Orientation	✓	✓	✓		✓	✓	✓		✓
C2	Ochils Festival	✓	✓	✓			✓	✓		✓
C3	Historic Kirkyards	✓	✓	✓	✓			✓	✓	✓
C4	Mining and Minerals	✓	✓	✓	✓			✓	✓	✓
C5	Alva Ice House	✓	✓	✓	✓			✓		✓

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**Report to Full Council**

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**Date of Meeting: 21st April 2011**

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**Subject: Alva Pool Complex**

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**Report by: Cllr D.Balsillie, Cllr M.English, Cllr G.Womersley**

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**1.0 Purpose**

- 1.1. The purpose of this paper is:
- 1.2. To seek an extension to the closure of the Alva Pool Complex to 21st June 2012 to allow full consideration of alternative funding, management and efficiency arrangements for the building;
- 1.3. To allow the Council to undertake a full consultation exercise with existing and potential user groups and organisations in accordance with and in implementation of current Council Policy (Full Council August 2007) "to support through partnership existing successfully established clubs and organisations in Clackmannanshire and to oppose moves which could lead to the loss of established clubs, organisations or personnel to other areas."

**2.0 Recommendations**

- 2.1. It is recommended that-
- 2.2. Sufficient sums are allocated from the Councils projected unearrmarked reserves of £3.774m to ensure the Pool Complex remains open until 21st June 2012 to allow the proper consideration of the buildings future and the land it occupies.
- 2.3. The Council form a local committee or group in partnership with Alva Community Council, Alloa Swimming Club and other existing or potential facility users and community organisations to explore the future of the Pool Complex and its usage including options for the preparation of a business plan to examine the more effective management, promotion and community use of the Pool Complex.
- 2.4. The Council contacts Sport Scotland and other relevant agencies, to ascertain what, if any, additional funding streams may be available for the continued operation of the Pool Complex, whether by the Council or alternative management arrangements.
- 2.5. A full report detailing progress made under 2.3 and 2.4 above is brought back to Council, for further consideration, in due course.

### **3.0 Considerations**

Clackmannanshire Council at its budget meeting on the 10th February 2011 decided to close the Alva Pool Complex. This was further to cancellation by the Council of earlier planned building refurbishment and extension to provide a library, meeting rooms and a sports centre complex costed at £4.6Million. This report alters the timescale for closure and resultant support funding identified on 10th February 2011 as a consequence of the relevant changes and Council policy information detailed below.

- 3.1. The Council has identified this financial year enhanced unearmarked reserves of £3.774m this sum exceeds the figure of £2.37M reserves target aimed for by the Council. (See also 7.2 of this report.) This provides the Council with an opportunity to delay or reconsider the closure of facilities and services previously identified for closure through budget constraints.
- 3.2. The Council and current user groups (including Alloa Swimming Club, Clackmannanshire Canoe Club, Scottish Autism Society, Glen Ochil ladies swimming club. Etc) have failed to find alternative pool facilities within Clackmannanshire. This has required consideration of potential alternative facilities outwith Clackmannanshire, contrary to Council policy.
- 3.3. The Council has in the past committed to a new leisure and pool facility to serve Clackmannanshire. Given the current economic climate it is considered unlikely that this can or will be achieved in the short to medium term. The protection and maintenance of existing unique facilities, such as Alva Pool Complex, which are difficult to replace should therefore be a priority. Previous leisure studies produced for the council have recommended that Clackmannanshire should have a pool facility both north and south of the River Devon.
- 3.4. Swimming has a unique role in society today. It will be one of the main sports at the 2012 London Olympics and 2014 Glasgow Commonwealth Games. In addition to contributing to many Scottish Government objectives. The Alva Pool Complex could contribute significantly to many of the Councils desired outcomes in respect of its Single Outcome Agreement.
- 3.5. It is a generally recognised fact that pools should not be drained unless it is necessary for repair. Boiler and filtration plants should be kept in use and running. Pools that have been built in the last 30 to 40 years have been proven to deteriorate extremely rapidly when closed. It is essential that if the Council wishes to consider alternative funding, management and efficiency arrangements it should not close the pool in the interim and allow it to deteriorate.

### **4.0 Sustainability Implications**

- 4.1. The building represents a significant Council and community asset.

### **5.0 Resource Implications**

- 5.1. *Financial Details*

5.2 Extending the date of closure of the building and pool from September 2011 to June 2012 will involve additional council expenditure. Based on 2010/11 budgeted expenditure, this would equate to pro rata additional requirement of £184,760. This does not take account of potential changes in utility costs, taxation levels, variation in income levels or changes to current operating practices or any other cost savings measures identified by the local Committee/group established to examine the options and future use of the building. More detailed work would be required to factor in these potential changes and refine the actual additional costs.

## 6.0 Exempt Reports

6.1 Is this report exempt? Yes  (please detail the reasons for exemption below) No **X**

## 7.0 Declarations

The recommendations contained within this report support or implement our Corporate Priorities and Council Policies.

(1) **Our Priorities 2008 - 2011** (Please double click on the check box )

The area has a positive image and attracts people and businesses	X
Our communities are more cohesive and inclusive	X
People are better skilled, trained and ready for learning and employment	X
Our communities are safer	X
Vulnerable people and families are supported	X
Substance misuse and its effects are reduced	X
Health is improving and health inequalities are reducing	X
The environment is protected and enhanced for all	X
The Council is effective, efficient and recognised for excellence	X

(2) **Council Policies** (Please detail)

Leisure Facilities Strategy Full Council August 2007

Finance Strategy: Section 9 (Balances and Reserves) of the Council's approved Financial Strategy stipulates a 'policy of seeking to retain uncommitted non-HRA Revenue Reserves in the range of 2%-4% of budgeted expenditure'. In the current financial year, this would equate to a reserve target of between £2.4 million and £4.7 million.

## 8.0 Equalities Impact

8.1 Have you undertaken the required equalities impact assessment to ensure that no groups are adversely affected by the recommendations?  
Yes  No **X**

## 9.0 Legality

9.1 It has been confirmed that in adopting the recommendations contained in this report, the Council is acting within its legal powers. Yes X

## 10.0 Appendices

10.1 "none".

## 11.0 Background Papers

11.1 Have you used other documents to compile your report? (All documents must be kept available by the author for public inspection for four years from the date of meeting at which the report is considered)

Yes  (please list the documents below) No

### Author(s)

NAME	DESIGNATION	TEL NO / EXTENSION
Donald Balsillie	Councillor	[REDACTED]
Gary Womersley	Councillor	[REDACTED]
Mark English	Councillor	[REDACTED]





**Councillor Bobby McGill**  
Greenfield, Tullibody Road, Alloa FK10 2AD  
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Fax: 01259 452230 LP-9  
rmcgill@clacks.gov.uk

Clackmannanshire Council  
www.clacksweb.org.uk

**THIS PAPER RELATES TO  
ITEM 10  
ON THE AGENDA**

**MOTION TO COUNCIL  
CLACKMANNANSHIRE COUNCIL - 21ST APRIL 2011**

That this Council welcomes the Scottish Government's change of mind by now committing to fund the Coalfield Regeneration Trust (CRT) in Scotland for one year.

This decision has been taken based on the tremendous work the CRT has carried out in our former mining communities since its inception in 1999.

As recent independent reports have shown, because of the recession having a greater detrimental impact in the former coalfield areas, it is crucial that this organisation is allowed to continue for a longer period of time.

Therefore, we call on the Scottish Government to commit itself to a longer term funding package for the CRT. This is vital for the type of projects they support especially in relation to employment, a one year package does not meet the requirement to assist these type of projects.



**Councillor Bobby McGill**

Chief Executive

- 6 APR 2011

Services

9.00am  
fw





Councillor Sam Ovens  
Greenfield, Tullibody Road, Alloa FK10 2AD  
Telephone: 01259 452242 Mobile: 07980 006 653  
Fax: 01259 452230 LP-9  
sovens@clacks.gov.uk

Clackmannanshire Council  
www.clacksweb.org.uk

THIS PAPER RELATES TO  
ITEM 11  
ON THE AGENDA

**MOTION TO COUNCIL  
CLACKMANNANSHIRE COUNCIL - 21ST APRIL 2011**

The Council is concerned over the likely loss of jobs from Clackmannanshire which could result from the future transfer of Waterwatch Scotland to the Public Services Ombudsman.

The Council requests the new Scottish Government after 5 May 2011 to review the decision.



Councillor Rev Sam Ovens  
Leader of the Council

Chief Executive

11 APR 2011

Services 8.30 am

