



**WATFORD  
BOROUGH  
COUNCIL**

# **COUNCIL MEETING**

**9 July 2019**

**7.30 pm**

**Town Hall, Watford**

## **Contact**

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**Publication date: 1 July 2019**

1 July 2019

Councillor

You are hereby summoned to attend a meeting of the Council of the Borough of Watford to be held on Tuesday, 9 July 2019 starting at 7.30 pm at the Town Hall, Watford to take into consideration and determine upon the following subjects, namely: -

1. **Apologies for Absence**
2. **Disclosure of Interests**
3. **Minutes**

The [minutes](#) of the meeting held on 21 May 2019 to be submitted and signed.

4. **Official Announcements**
5. **Mayor's Report** (Pages 6 - 13)
6. **Questions by Members of the Council under Council Procedure Rule 10.0**
7. **Questions by Members of the Public under Council Procedure Rule 11.0**

The following question has been received from Emma Kosmin:

*“Councillors may be aware that Watford Football Club has recently committed to put the real Living Wage of £9 per hour in place for all match day staff, following a campaign by Watford Labour Party. The Living Wage rate is set annually by the Living Wage Foundation, who offer an accreditation to employers - including over 100 accredited local authorities across the UK - that pay the Living Wage to all staff and put it in place for regular third party staff, by phasing it in as contracts are renewed. I would like to ask what, if any, assessment of whether Watford Borough Council could make this commitment has been undertaken, and how many of the Council's direct and third party staff are earning below the Living Wage.”*

8. **Petitions presented under Council Procedure Rule 12.0**

**9. Business especially brought forward by the Chairman or the Head of Paid Service which in the opinion of the Chairman should be considered as a matter of urgency.**

**10. Watford Community Housing Pension Scheme Transfer (Pages 14 - 38)**

This report will also be considered at Cabinet on 4 July and an extract of the Cabinet minutes will be circulated to Council as soon as they are available.

Cabinet report of Director of Finance attached.

**11. Safeguarding training (Pages 39 - 42)**

Report of the Democratic Services Manager.

**12. Neighbourhood Locality Fund Annual Report (Pages 43 - 46)**

Report of Senior Democratic Services Officer

**13. Scrutiny annual report (Pages 47 - 56)**

Report of Senior Democratic Services Officer

**14. Motions submitted under Council Procedure Rule 13.0**

1. The following motion has been proposed by Councillor Stotesbury and seconded by Councillor Bell

*“Man-made climate change is the biggest threat that humanity faces. In 2018 the Intergovernmental Panel on Climate Change (IPCC) report states that we have just 12 years to act on climate change if global temperatures rises are to be kept within the recommended 1.5 degrees celsius.*

*All governments whether national, regional or local have a duty to limit the negative impacts on climate change and need to commit to aggressive reduction targets and carbon neutrality as quickly as possible.*

*Watford Borough Council has a pivotal role to play in tackling climate change and enabling sustainable living.*

*We recognise the importance of tackling climate change both in the terms of reducing greenhouse gas emissions to minimise future global climate change and planning for the unavoidable local impacts of climate change.*

*Therefore Watford Borough Council approves the following:-*

- 1) *Join other Councils in recognising and declaring a climate emergency*

- 2) *Pledge to do everything within the Council's power to make the whole of Watford carbon neutral by 2030*
- 3) *Within this develop an ambitious sustainability strategy for reducing the Council's own emissions, with an objective that the Council becomes carbon neutral by 2030*
- 4) *Use all planning regulations and the Local Plan to cut carbon emissions and reduce the impact on the environment*
- 5) *Call on national government for more powers and resources to make this pledge possible, and ask the Elected Mayor to write to the Secretary of State for Environment, Food and Rural Affairs to this effect*
- 6) *Continue to work with partners across the borough, county and region to deliver this new goal through all relevant strategies and plans*
- 7) *Take account of climate impacts within existing decision making processes*
- 8) *Report back to Council, via the newly established Sustainability Forum, on an action plan to address the climate emergency, and then every six months after this an update on progress being made. The proposed action plan to be on the agenda of the Sustainability Forum to be held 3<sup>rd</sup> October 2019*
- 9) *Dedicate enough staff and budget to achieve these aims, including the most appropriate training for members and officers to promote carbon neutral polices and to achieve these aims"*

2. The following motion has been proposed by Councillor Bashir, seconded by Councillor Bell

*"Watford Borough Council is proud of its rich diversity and inclusivity. We see this as an asset and a source of great strength. Watford is home to thousands of Muslims, some who have been in the town for over half a century while others have come more recently. Watford has an honourable history of promoting cohesion and welcoming people from all over the world, most recently refugees from Syria.*

*Its residents have always united and supported each other in the fight against any form of racism and discrimination in all its forms.*

*This Council therefore welcomes, endorses and adopts the working All-Party Parliamentary Group (APPG) definition of Islamophobia, including all of its examples in full cited as follows:*

***"ISLAMOPHOBIA IS ROOTED IN RACISM AND IS A TYPE OF RACISM THAT TARGETS EXPRESSIONS OF MUSLIMNESS OR PERCEIVED MUSLIMNESS."***

*Contemporary examples of Islamophobia in public life, the media, schools, the workplace, and in encounters between religions and non-religions in the public sphere could, considering the overall context, include, but are not limited to:*

- *Calling for, aiding, instigating or justifying the killing or harming of Muslims in the name of a racist/fascist ideology, or an extremist view of religion.*
- *Making mendacious, dehumanising, demonising, or stereotypical allegations about Muslims as such, or of Muslims as a collective group, such as, especially but not*

*exclusively, conspiracies about Muslim entryism in politics, government or other societal institutions; the myth of Muslim identity having a unique propensity for terrorism and claims of a demographic 'threat' posed by Muslims or of a 'Muslim takeover'.*

- *Accusing Muslims as a group of being responsible for real or imagined wrongdoing committed by a single Muslim person or group of Muslim individuals, or even for acts committed by non-Muslims.*
- *Accusing Muslims as a group, or Muslim majority states, of inventing or exaggerating Islamophobia, ethnic cleansing or genocide perpetrated against Muslims.*
- *Accusing Muslim citizens of being more loyal to the 'Ummah' (transnational Muslim community) or to their countries of origin, or to the alleged priorities of Muslims worldwide, than to the interests of their own nations.*
- *Denying Muslim populations, the right to self-determination e.g., by claiming that the existence of an independent Palestine or Kashmir is a terrorist endeavour.*
- *Applying double standards by requiring of Muslims behaviours that are not expected or demanded of any other groups in society, eg loyalty tests.*
- *Using the symbols and images associated with classic Islamophobia.*
- *Holding Muslims collectively responsible for the actions of any Muslim majority state, whether secular or constitutionally Islamic.*

*This Council asks the Executive member to:*

1. *Continue to prioritise tackling hate crime and Islamophobia in partnership. Watford Borough Council works with partners, especially Hertfordshire Constabulary, on a rolling basis, and will now coordinate future actions in line with this definition of Islamophobia for all Muslims.*
2. *Continue to promote the rich diversity of our town.*
3. *Work with all stakeholders to listen to their concerns and develop policies that will continue to ensure we live in a vibrant and inclusive town."*

A handwritten signature in black ink, appearing to read 'Manny Lewis', with a stylized flourish at the end.

**Manny Lewis, Managing Director**

# Agenda Item 5

## Elected Mayor's Report- July 2019

*It has been a busy few months. Since May 2018, I have helped over 2000 local residents and have been visiting many of our fantastic local community groups. I have been making progress delivering my mayoral manifesto to make Watford a great town for everyone.*

### Partnership Work

#### Everyone Active

I am pleased that our leisure centres continue to go from strength to strength, offering first class facilities. One thing I am particularly pleased about is the way that Everyone Active works to make our leisure centres accessible to everyone in our town. They have put on free swim and gym sessions for under 19's, offering cheap family friendly activities for the school holidays and encouraging local young people to get active. The sessions for the school summer holidays will start from 29 July-29 August.

I would also like to thank Everyone Active for providing free activities for local Armed Forces personnel as part of Armed Forces week. Watford Borough Council, along with Everyone Active, has invested £1.8 million into our local leisure centres delivering new first class facilities.

#### Veolia

We had another highly successful free compost giveaway at Wiggshall Depot on 11 May, with ten tonnes being given away to hundreds of local residents.

Becoming a greener planet is rightly high on people's agenda at the moment. I am pleased that both parties are today proposing that we declare a Climate Emergency. I am determined to do all I can to increase our levels of recycling. That is why we have launched a new waste collection survey, getting residents views about how we can deliver a service that increases our recycling rate and provides excellent value for money.

### Community Events

Over the last few months I have been to many different community events. I am always struck by the dedication of people in Watford who do things big and small to make our town an even better place to live and work.

I was really proud of the way our town came together to support Watford Football Club before and during their FA Cup Final against Manchester City at Wembley. Local people,

community organisations and businesses all came together to paint the town yellow to mark the first time that the Hornets had made the Final since 1984 under Graham Taylor. I would like to thank Roy Moore, in particular, and the volunteers from 1881 Movement who decorated the High Street with one mile worth of bunting, as well as supplying flags to local businesses. We also put on a free big screen for the game, which meant that thousands of local residents could watch the match in Cassiobury Park for free. Despite the result, the reaction of the fans and the town showed what a wonderful community Watford is.

We have opened nominations for my first Audentior Awards as Mayor. These awards recognise and celebrate hard work, dedication and personal achievement. Watford has so many people who regularly do wonderful things for our community. These unsung heroes do so much for our town. The Audentior Awards are a chance to say thank you to people who deserve to be recognised. We are changing the format of the awards this year, with the introduction of a Mayor's Award that can be voted on by the general public. You can nominate someone for an Audentior Award here: <https://www.audentiorawards.co.uk/> and the awards will be presented on 11 October.

It was lovely to meet volunteers from DRUM Watford at the Town Hall to help promote their wonderful art exhibition which is currently on display in the Customer Service Centre as part of the Enrich Festival. The Enrich Festival took place from 8 June - 10 June in Watford Town Centre, and was supported by Watford Palace Theatre and the Arts Council England. The Enrich Festival helped celebrate artists with additional needs, helping the arts become more inclusive and give vulnerable people in our town a place to perform.

I was joined by members of the Royal British Legion in Watford on 6 June to help commemorate the 75<sup>th</sup> Anniversary of the D Day Landings, and remember those who took part in them from our town. The war generation went through events that we can hardly imagine and we must never forget their sacrifice, which helped liberate Europe and guarantee the freedoms that we still enjoy today.

I joined local faith groups at an Interfaith Prayer Vigil for the atrocities in New Zealand and in Sri Lanka over the Easter period. It is sad that these events are necessary but it does show how in Watford we have a strong diverse community that can come together to support one another. We should never take this for granted.

I welcomed pupils from the Chater School into Watford Town Hall for a tour of the building, my office and the council chamber. Since becoming Mayor, I have worked with Watford Museum to set up a monthly slot for schools to come to the Town Hall to understand more about the history of the building and the role the council has in the town. If you know of a local school who is interested in coming to visit the Town Hall, please do get in touch at

[themayor@watford.gov.uk](mailto:themayor@watford.gov.uk) .

I visited a great local charity on 14 June, Herts Musical Memories, who run sessions at Stanborough Church. Herts Musical Memories provide music therapy for those living with Dementia. Research shows that for many people with advanced stages of Dementia can still remember music and can often find it a good way of being able to express themselves. I would also like to thank Herts Musical Memories for supporting my plans to make Watford a Dementia Friendly Town.

I joined local resident Dave Rusher at the Callowland Allotments to see the work he does keeping bees on the site and got the chance to sample some of his fantastic honey! Bees perform such a key role in our eco system and need protecting. It is important that we can use our parks and green spaces to help facilitate this.

I welcomed the national women's Oman cricket team to Watford Town Cricket Club with Cllr Karen Collett for their first ever international tour of the UK. They played three games between 19-26 May in Watford and were hosted by the Town Cricket Club.

I have been in discussions with various schools and local churches about how we can all work together to tackle the problem of holiday hunger. A report conducted by End Hunger UK found that 23% of parents with a child under the age of 18 had skipped a meal because of being unable to afford the cost of groceries. This is sadly a growing problem and I want to work with partners to help tackle it.

I helped open the new Entertainer Store on 20 April and the fantastic new Florist cocktail bar on 18 April which has opened on Watford High Street. It is good that at a time where many town centres are struggling that ours is thriving with a diverse range of offers.

Finally, I celebrated the 60<sup>th</sup> birthday of the beloved Cassiobury Miniature Railway with volunteers. There was a weekend worth of events that included live music, food and drink as well as an exhibition charting the history of the railway. It's great to see that the railway is still going strong and to come across so many generations of Watfordians who have enjoyed using this over the years.

## **Delivering my Manifesto and Working for the Town**

### **North Hub Town Centre Consultation**

Watford has a successful and vibrant High Street, which has been boosted by the opening of

the rejuvenated into Watford that has brought an outstanding offer in term of retail, entertainment and food and drink to the town centre.

We want to ensure that this success extends throughout the town centre so that it continues to be 'a welcoming and vibrant town centre for everyone'.

We are now ready to think about how to improve the top of the High Street and the Town Hall area, which we are calling the 'North Hub'.

We want to attract more people to the area, give it a sense of its own identity whilst ensuring it connects well with the rest of the town centre. There are lots of ideas about how we could do this, such as:

- how we protect our Town Hall building which is such a landmark for Watford but which is in need of significant investment
- how we can bring together some key cultural facilities and activities in the town – our much-loved Museum and Heritage service and Central Library so that they could work together to create a modern and engaging hub for culture in this part of the town
- how we can make the area more pedestrian and cycle friendly – opening up new routes and generally making the Town Hall less car dominated

We have some very early ideas on how we could improve the top of the town but we want our residents, businesses and communities to help shape the vision so that we get it right for Watford.

This is a long-term project, which will take at least 10 years, so it is really important that people have their say and share their views on what will deliver future success and prosperity for the town.

### **Backing our hospital**

A final decision about hospital options will be made on 11 July. All four of the Trust's options commit to keeping acute services at Watford and invest in improved facilities, with £300 million of improvements to Watford being proposed. This would result in new hospital buildings, greater capacity at the site and improved clinical facilities. We have worked hard for a number of years to make sure that local people and hospital staff have facilities fit for the 21<sup>st</sup> century. This has included providing a new access road, Thomas Sawyer, providing the Trust with the land for new buildings and giving planning permission for a new multi-storey car park. Despite a vociferous campaign for health facilities to leave our town, we are on the cusp of some really good news for Watford.

The time for talking is now over. We have all got to work together get the best for our town.

### **Alternatives to the Metropolitan Line Extension**

Working with TfL and Herts County Council, a report is being undertaken to look into the alternatives to the Metropolitan Line Extension and what could be able to run on the Croxley Rail Link Land. When the report is published we will be looking at all the feasible options to make sure we can still benefit from the scrapped tube line extension and provide our town with more jobs and better transport infrastructure.

When I was elected, I committed to returning unspent funds that had been committed by this council to the Metropolitan Line Extension. After meeting with TfL in June of last year, they promised this would be returned to Watford and I'm pleased to confirm that Watford Borough Council has been returned £2.3 million and so have been refunded in full.

### **Improving Watford Junction**

Last month I had a meeting with the Leader and new Chief Executive of Herts County Council to discuss the need to make progress on improvements at Watford Junction. This includes improving the station, the forecourt and the need for a pick up and drop off. They are now keen to work with us and Network Rail to make these improvements. A lack of drop off at the station and issues with the look and feel of Watford Junction are issues that are regularly raised by commuters who use the station. With passenger numbers continuing to rise, it is important to make progress in these areas to get an improved gateway to our town.

### **Cycle Share Scheme**

Work continues on this important project and the scheme will be launched in the spring next year, with the announcement of a provider in October. As well as working on a new cycle share scheme, we are doing other positive work involving cycling in the town. We have now held several successful Cycle Forums with the local cycling community, with the last Forum taking place on 26 March. These help make sure cyclists voices are heard in the town. As a result of this, we are looking into making Cassiobury Park a friendlier place for both cyclists and pedestrians. I have been in discussions with Cycling England about hosting one of the first ever street cycling festivals in Watford, similar to that in other towns and cities. We are also in discussions about having dedicated cycling facilities in the new Woodside Masterplan. As part of our plans to improve Clarendon Road, we are making new 'quiet' ways from Watford Junction station to the town centre. These are cycle friendly routes that will initially run along Westland Road, meaning cyclists will not have to use Clarendon Road and will make the journey time to the town centre quicker.

### **On Demand Bus Service**

Similar to our Cycling Scheme, we have opted for a launch next year, with the provider announced in October. Several successful versions of this scheme are now running in different parts of the country, including Liberal Democrat run Sutton, who are hosting TfL's

first pilot On Demand Bus Service. We will be learning from these to make sure our scheme can go as well as possible.

### **Delivering a Transport App**

My plans for a Transport App, where local residents could get all reports about local transport available in one place, is progressing well. We have chosen a preferred developer with a track record of delivery in this area and once all the legal checks have been confirmed we are looking to launch the App at end of this year. I'm hoping this App will help local residents and public transport providers provide quick and easy to access information about public transport available in our town.

### **Other Transport Improvements**

When I was elected, I promised to deliver not just a new Bike Share Scheme and On Demand Bus Service but to work to try and improve all our public transport in Watford.

I met with London Overground with Cllr Maggie Parker to discuss Bushey Station. We raised the lack of step free access at the station, improving the facilities at the platform and increasing the frequency of services into Euston. Cllr Parker is working on setting up a Friends of Bushey Station organisation, which run successfully in places such as Kentish Town and Alexandra Palace.

London Northwestern have introduced a new timetable in May, which provided additional trains at rush hour and extra seats for commuters. This is part of changes the franchises are making every year until 2021. However, the consequence of these changes did mean some disruption to passengers in Bushey and some shorter trains running at other trains. I have met with London Northwestern management to raise passengers' concerns with them about these changes.

### **Clarendon Road Improvements**

We have just completed phase two of a £4.8 million project to improve Clarendon Road, in conjunction with Hertfordshire LEP and local businesses. This has resulted in improvements to the junction of Beechen Grove and Clarendon Road, including a green area, more trees and the removal of the previous subway. A whole host of major improvements will take place until March 2025, to help create a sense of arrival for the millions coming through Watford Junction every year. I am really pleased that we are able to work with others to invest in our town.

### **St Albans Road Scheme**

Thanks to the work of Cllr Ian Stotesbury, we are currently running a public engagement about improvements to the 'Callowland' stretch of St Albans Road. We want to work with all

local residents and businesses about how we can make this an even more attractive and friendly place in our town. Residents can give their views and suggestions as well as find out more about the scheme by following this link: <https://www.stalbansroad.co.uk/>.

### **Building new social housing**

We are making good progress with the Hart Homes schemes. Residents have already moved into accommodation at Croxley View, with more local families moving in over the course of May. We have finished an engagement around the Centrepont site, and we are looking to expand the community space available for residents in the plans. This will provide a permanent home for 17 local families. I will be working with Watford Community Housing to find more sites for local people.

In the last year, Watford has seen a reduction in those in temporary accommodation of nearly a half, bucking the trend of many other councils in London and the South East. I would like to take this opportunity to thank our fantastic local housing team, who work hard to make sure that residents can avoid going into temporary accommodation and can find a housing solution that works for them. I want to make sure that Watford is a town for everyone.

### **Watford Big Events**

I am pleased that we are embarking on another summer of award-winning free events. This was kicked off by our successful Imagine Watford festival, with a whole weekend's worth of free on street entertainment. This was one of our biggest Imagine Watford festivals ever and coincided with the hottest weekend of the year so far. We will then run our Big Screen from 29 July-8 August followed by Big Beach event from 16- 30 August.

I am really pleased that at a time when we have had a 70% reduction in our funding from central government that we are still able to put on these brilliant events for residents free of charge.

### **Oxhey Park North Update**

We have been making good progress on delivering major improvements to Oxhey Park. This will include a new riverside café, a new play area and facilities for BMX bikes, skateboarding, scooters and rollerblading.

Work should start on this very soon with support from the Environment Agency and the facilities will be ready to use in spring 2020. This will be a first-class facility and I am looking forward to seeing how the work progresses.

### **Tackling Rough Sleeping**

Tackling rough sleeping in our town is one of my key priorities as Mayor.

Watford is now one of 42 local authorities to have become eligible for funding from the government's new fund to tackle rough sleeping. This has gone towards funding five new full time support and outreach workers for our fantastic local homeless charity New Hope. These workers will work direct with some of the most vulnerable people in our town to make sure they get the support they need to transform their lives.

We take all cases of anti-social behaviour across Watford seriously. As part of this, I have brought together the Police, New Hope, the BID and other partners to form a Town Centre Task Group. This is designed to see what we can do to make our High Street a safer and more welcoming place for everyone.

### **Dementia Friendly Town**

My plans to make Watford a more Dementia Friendly Town are progressing well. We have set up an active steering group made up of people from across the community, and delivered our first ever 'Dementia Action Week' between 20-27 May. These included a carers reception at Watford Football Club, a virtual reality 'Dementia hub' at the Intu Centre for people to experience the symptoms of the condition and a singing session put on by local charity Herts Musical Memories, similar to Singing for the Brain therapy designed to help people living with Dementia. Over the next year our priorities are providing better information about the services available, launching a dementia café in central Watford and making more local organisations more dementia-friendly. We will be applying for Dementia Friendly Community status from the Alzheimer's Society by the end of the year.

# Agenda Item 10

Part A

**Report to:** Cabinet

**Date of meeting:** 4 July 2019

**Report author:** Director of Finance

**Title:** Watford Community Housing Pension Proposal

## 1 Summary

- 1.1 Watford Community Housing (WCH) currently only have 3 members of staff contributing to the Local Government Pension Scheme (LGPS) and are potentially facing an issue with having to pay a lump sum (cessation debt) to the pension fund. The cost of the cessation debt to WCH is £2,688,000.
- 1.2 A number of discussions have been held between WBC, WCH and Hertfordshire Pension Fund to look at how WCH could avoid having to make the cessation debt. If WCH have to pay the lump sum over this may cause them some financial difficulty.
- 1.3 A proposal has been put forward, following conversations between the three parties, which avoids WCH having to make this payment, whilst not increasing the pension liability to WBC. Further details can be seen at Paragraph 6.
- 1.4 The purpose of this paper is to set out the issues of the cessation risk to WCH and to consider a proposal to support WCH in mitigating this risk.

## 2 Risks

Nature of risk	Consequence	Suggested Control Measures	Response (treat, tolerate, terminate or transfer)	Risk Rating (combination of severity and likelihood)
WCH will cease to exist.	WBC will be liable for the pensions payments to the Hertfordshire Pension Fund. WBC is already guarantor to the pension fund.	Existing relationships with WCH should identify any issues with the financial standing or otherwise of WCH.	Tolerate	4

WCH fails to make the required payments to WBC under the agreement.	There is a surplus on the fund which will be the first point of call for any additional costs. After this normal procedures for recovery of debt will commence.	Active management of amounts payable will be undertaken.	Treat	4
The future costs exceed the surplus on the fund.	WCH will reimburse WBC for any additional costs.	The surplus on the fund will be monitored on an annual basis and any reimbursements identified and charged to WBC	Treat	4
WCH wish to terminate the agreement.	WBC will have to make a cessation payment on the fund.	Any additional charges incurred on the fund will be recharged to WCH.	Treat	6

### 3 Recommendation

- 3.1 That Cabinet recommend to Council that the agreements with the Hertfordshire Pension Fund and WCH are entered into.
- 3.2 To delegate minor amendments to the legal agreements to the Director of Finance.

#### Further information:

Joanne Wagstaffe, Director of Finance  
joanne.wagstaffe@watford.gov.uk

### 4 Background

- 4.1 WCH participates in the Herts Pension Fund as a result of staff transferring from WBC under the LSVT agreement in 2008.
- 4.2 The original pension agreement was signed between three parties:
  - WCH (the admission body)
  - Hertfordshire County Council (administering authority of the Fund); and
  - WBC (as guarantor to the agreement)

- 4.3 Under the Admission Agreement WBC guarantees payment of any contributions due by WCH (i.e. if WCH were insolvent and were unable to meet the contributions due to the Fund then WBC would 'step in')
- 4.4 Around 80 staff (who were LGPS members) initially transferred from WBC to WCH. As at the date of this report, only 3 of these staff are still contributing to the Fund (average age 57 years). All of the other transferring staff have either now left WCH employment or have moved to an alternative WCH contract.
- 4.5 Even though WCH only has 3 remaining active contributing members in the Fund, WCH is still responsible for funding the benefits for the original membership (which now amounts to around 50 deferred members and 25 pensioners).
- 4.6 WCH's contributions to the Fund for the 3 active members are currently at the rate of 31.9% of these members' total salaries. No additional deficit contributions are currently payable as WCH is viewed as having more than enough assets in the Fund to pay the benefits built up to date on a normal ongoing funding basis.
- 4.7 The latest funding estimate disclosed that WCH had surplus assets in the Fund totalling £1,753,000. These contributions are subject to review every three years.
- 4.8 Given the low level of active membership and high average age, there is a significant risk that the last active member may cease LGPS membership soon. The last active member leaving is normally viewed as a "cessation event" by an LGPS fund and results in a significant 'cessation debt' being payable. This 'cessation debt' is calculated using very prudent 'least risk' actuarial assumptions.
- 4.9 The latest estimate of WCH's cessation debt is £2,688,000. This is a 'funding swing' of £4,441,000 compared to the surplus on the normal ongoing funding basis. This debt can go up or down in the future depending on experience, financial conditions and demographics.
- 4.10 This cessation debt (estimated as £2,688,000) would normally be payable by WCH as an immediate cash sum. Accordingly, it would have an immediate cash flow impact on WCH. This may impact on their financial statements and financial covenants.

## **5 Cessation Debt – Default Option**

- 5.1 The 'default option' for a cessation debt to be dealt with in an LGPS fund is for it simply to be payable immediately (either as a single payment or via a repayment plan over a short period + interest).
- 5.2 WCH has the option of simply allowing the cessation debt to crystallise when the last active member leaves and paying the debt assessed as at that date.
- 5.3 As WCH cannot predict the actual date of cessation with certainty then the debt that crystallises could be higher or lower than the above estimate. Estimates of the cessation debt have ranged from around £2m to £4m over the last few years.
- 5.4 Under the above default option, the full value of the debt would be expected to be recognised in WCH's financial statements in the year that the cessation was triggered (regardless of whether it is paid as a one-off amount or spread over a period).

## **6 Cessation Debt – Alternative Proposal**

- 6.1 WCH has been working with its advisors to develop an alternative proposal for managing its liabilities in the Pension Fund. This proposal relies on WBC's cooperation to amend the current admission agreement and enter into new agreements both with the Herts Fund and WCH.
- 6.2 At a high level, the proposal is to:
  - a) Transfer all of WCH's assets held in the Herts Fund to WBC.
  - b) As part of the above transfer, WBC would accept responsibility for all of WCH's liabilities in the Herts Fund (for all current active, deferred and pensioner members).
  - c) WCH would then have no further links to the Herts Fund and so would have no further obligation to pay any contributions to the Fund. This would mean that WCH would no longer be required to pay any % salary or debt payments.
  - d) WBC would take on the assets and liabilities transferred across and so gain the benefit of the funding surplus that currently exists (on an ongoing basis). This would effectively 'boost' WBC's overall funding position in the Fund (i.e. reduce its current deficit).
  - e) As a scheduled employer in the Fund (i.e. a tax raising body), WBC's liabilities in the Herts Fund are only ever expected to be assessed on an

ongoing funding basis. Accordingly, a cessation debt will never apply to WBC.

- f) WBC would be required to pay any future contributions to the Herts Fund (i.e. future % salary contributions while active members remain and any future funding deficits). However, given the current ongoing funding surplus of around £1.7m, WBC has a 'buffer' against any deficit payments ever being required.
- g) As part of a 'side agreement' between WBC and WCH, WCH would reimburse WBC for the % of salary contributions paid in respect of its active members (i.e. the current 3 active members or such number as this reduces to over time). This could be arranged on (say) a quarterly basis.
- h) Under the 'side agreement', WCH would reimburse WBC if any deficit contributions were required in respect of its transferred liabilities (i.e. if the funding surplus 'buffer' proved insufficient at any time in the future). This reimbursement could be assessed every 3 years in conjunction with the main LGPS valuation.
- i) WCH would continue to recognise the potential deficit liability in its financial statements each year assessed on an accounting basis.

6.3 The draft legal structure can be seen at Appendix A.

6.4 The above proposal removes the current cessation debt risk for WCH. Accordingly, based on current estimates it saves around £2.7m in pension costs.

6.5 WCH would still retain a risk of future deficit contributions being required if the current £1.7m funding surplus 'buffer' proves insufficient in the future. However, the risk of the more expensive cessation debt payment has been eliminated.

6.6 WBC do take on more pension risk as part of this strategy and so it relies on WBC's cooperation for it to proceed. However, WBC gets the benefit of the funding surplus and is protected against any additional payments through the side agreement. Accordingly, it is believed that WBC is protected against any future risk as long as WCH is solvent. This is effectively the same risk as they currently have as the guarantor.

6.7 WBC is gaining by have the funding surplus (with no extra risk) and WCH is gaining by not have to pay the cessation debt (with only normal funding payments required), the proposal gain could be regarded as a 'win win' for both parties.

6.8 WBC has taken legal advice from Bevan Brittan. The other parties to the agreements (i.e. Hertfordshire County Council and WCH) have also taken their

own legal advice. An agreement has been drafted and reviewed by all parties and can be seen at Appendix B.

6.9 WCH have agreed to pay WBC's costs in relation to this proposal.

### **Implications**

## **7 Financial**

7.1 The financial comments are contained in the report.

## **8 Legal Issues (Monitoring Officer)**

8.1 The Head of Democracy and Governance comments that the legal implications are set out in the body of the report. The Council has taken legal advice from Bevan Brittan solicitors.

## **9 Equalities, Human Rights and Data Protection**

9.1 There are no Equalities, Human Rights and Data Protection issues.

## **10 Data Protection**

10.1 Any personal details will be managed in accordance with Watford Borough Council's retention policy.

## **11 Staffing**

11.1 No additional requirements

## **12 Accommodation**

12.1 No additional requirements

## **13 Community Safety/Crime and Disorder**

13.1 There are no Community safety/Crime and Disorder implications.

## **14 Sustainability**

14.1 There are no implications for sustainability.

### **Appendices**

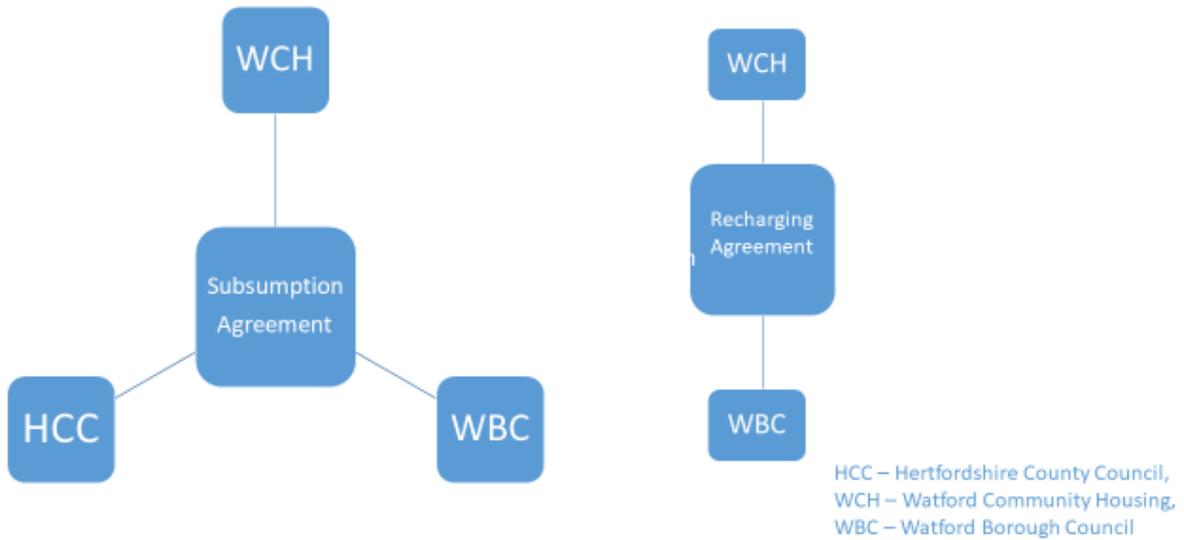
Appendix A: Structure

Appendix B: Proposed Agreement

**Appendix 1**

**Legal structure**

Pensions Agreement Structure



**Appendix 2**

**Legal Documents**

**Dated**

**2019**

**(1) Watford Community Housing Trust**

**And**

**(2) Watford Borough Council**

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**RECHARGING AGREEMENT**

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30 Finsbury Circus

London EC2M 7DT

Tel: 020 7880 4281  
JER/WAT33.213

**THIS AGREEMENT** is made this the \_\_\_\_\_ day of \_\_\_\_\_ 2019

**BETWEEN:**

- (1) **WATFORD COMMUNITY HOUSING TRUST** (a registered society under the Co-operative and Community Benefit Societies Act 2014, registered number 30183R) whose registered office is at Gateway House, 59 Clarendon Road, Hertfordshire WD17 1LA (**WCH**).
- (2) **WATFORD BOROUGH COUNCIL** of Town Hall, Hempstead Road, Watford WD17 3EX (the **Council**);

**RECITALS:**

- A. Hertfordshire County Council (the **Administering Authority**) is an administering authority within the meaning of the Local Government Pension Scheme Regulations 2013 (as

amended or supplemented from time to time including any regulations, statute or other legislation amending, superseding or re-enacting them) (the **2013 Regulations**) and in that capacity administers the Local Government Pension Scheme (the **Scheme**) and maintains the Hertfordshire County Council Pension Fund (the **Fund**).

- B. The 2013 Regulations together with the Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 (as amended or supplemented from time to time including any regulations, statute or other legislation amending, superseding or re-enacting them) (the **Transitional Regulations**) are collectively referred to in this Recharging Agreement as “the **Scheme Regulations**”.
- C. WCH is an admission body as specified in Schedule 2 Part 3 Paragraph (1)(d)(i) of the 2013 Regulations. WCH was admitted to the Fund by an Admission Agreement dated 10 September 2007 (the **Admission Agreement**). The Admission Agreement is guaranteed by the Council.
- D. WCH and the Council have entered into an agreement with the Administering Authority which appears at Appendix 1 (the **Subsumption Agreement**) which provides that the WCH Assets and Liabilities in the Fund shall be Subsumed by the Council. WCH and the Council now wish to enter into this Agreement to confirm that the Council can recharge WCH in respect of certain costs that arise under the Subsumption Agreement.
- E. In this Agreement words and expressions used shall, unless defined herein or the contrary is stated, bear the meanings set out in the 2013 Regulations.

**NOW THIS DEED WITNESSES** as follows:

- 1. In respect of the expression used in this Agreement, and unless otherwise specified, the following words and expressions have the meanings set out below:

**"Cessation Valuation"** means an actuarial valuation of the liabilities in respect of WCH's current and former employees under Regulation 64(2) of the 2013 Regulations (as amended or supplemented from time to time including any regulations, statute or other legislation amending, superseding or re-enacting them).

**"Cessation Valuation Basis"** the valuation basis recommended from time to time by the Fund Actuary to be used when an employer ceases to be a Scheme employer for the purposes of the 2013 Regulations and as set out under the Fund's cessation policy and Funding strategy statement from time to time in force.

**"Effective Date"** Means the date of this Agreement

**"Fund Actuary"** Means an actuary appointed by the Administering Authority

<b>“Ongoing Valuation Basis”</b>	Means the Fund’s ongoing valuation basis as recommended from time to time by the Fund Actuary and applied for scheduled bodies in accordance with the Regulations
<b>“R&amp;A Certificate”</b>	means a rates and adjustment certificate setting out employer’s contributions as per Regulations 62 and 64 of the 2013 Regulations (as amended or supplemented from time to time including any regulations, statute or other legislation amending, superseding or re-enacting them).
<b>“Special Event”</b>	Means the ill health retirement of a WCH Active Member or a WCH Deferred and Pension Member or the termination of a WCH Active Members employment on the grounds of redundancy or business efficiency in accordance with regulation 30(7) of the 2013 Regulations.
<b>“Subsumption” “Subsumed” and “Subsume”</b>	means the act of taking responsibility for a defined set of liabilities, notionally allocated assets and the future funding of those liabilities.
<b>“WCH Active Members”</b>	Means any employee of WCH who immediately before the Effective Date participated as an active member in the Fund and who remains an active member in the Fund.
<b>“WCH Deferred and Pensioner Members”</b>	Means any employee or former employee of WCH who previously participated in the Fund whilst employed by WCH.
<b>“WCH Assets and Liabilities”</b>	Means the assets and liabilities of WCH in the Fund that on the Effective Date will be Subsumed by the Council which as at 31 March 2016 were assessed to be in surplus on an Ongoing Valuation Basis.

## **2. EFFECTIVE DATE**

This Agreement will take effect on and from the Effective Date.

## **3. SUBSUMPTION AGREEMENT**

3.1 On the Effective Date, under the Subsumption Agreement the WCH Assets and Liabilities will be Subsumed and the Council will take on responsibility for the liabilities, notionally allocated assets and the future funding of those liabilities from WCH. This will include the liabilities in respect of the WCH Active Members and the WCH Deferred and Pensioner Members.

- 3.2 Pursuant to the Subsumption Agreement the WCH Assets and Liabilities will be allocated to the Council on and from the Effective Date but will continue to be referenced separately with the same employer code as WCH had prior to the Effective Date.

#### **4. WCH ACTIVE MEMBERS**

From the Effective Date:

- i. the Council shall become the deemed employer of the WCH Active Members for the purposes of liabilities under the Fund however the legal contractual employer of the WCH Active Members (for employment purposes) will remain as WCH;
- ii. the WCH Active Members shall continue to be members of the Scheme and to participate as active members of the Fund; and
- iii. WCH shall notify the Council and the Administering Authority if any of the WCH Active Members cease to participate in the Scheme or cease to be eligible to participate in the Scheme.

#### **5. COST RECHARGE**

- 5.1 WCH shall reimburse the Council in respect of such contributions and payments as they are required to pay under the Scheme Regulations and as are determined by the Administering Authority on the advice of the Fund Actuary in respect of the WCH Active Members and the WCH Deferred and Pensioner Members.
- 5.2 WCH shall reimburse the Council in respect of the ongoing employer contribution rate payable in respect of the WCH Active Members which as at the Effective Date shall be 31.9% of pay (within the meaning of the Regulations) or such amount as is determined by the Fund Actuary from time to time.
- 5.3 WCH shall continue to deduct the employee contribution rate from the salaries of the WCH Active Members and shall pay these to the Council monthly in arrears.
- 5.4 WCH shall reimburse the Council in respect of any sum paid by them as an actuarial strain on the Fund arising out of a Special Event.
- 5.5 WCH will reimburse the Council under clause 5.1, and 5.4 on production of written evidence of payment to the Administering Authority within ten (10) working days of the receipt of the written evidence to WCH. For the avoidance of doubt, an emailed copy of a document or any other electronic method of transmission is acceptable.

- 5.6 Should any sum under this clause 5 that the Council pays to the Fund, and of which it provides evidence if necessary to WCH, differ from that which WCH has paid monthly to the Council under clauses 5.2 or 5.3 or otherwise, or calculated or reserved in expectation of reimbursement, then the figure which the Council has paid to the Fund in respect of WCH shall be taken to be correct, and WCH shall pay on demand using the mechanism set out at clause 5.5 any additional sum which the Council has paid on WCH's behalf.

## **6. VALUATION OF ASSETS AND LIABILITIES**

- 6.1 The Fund Actuary will carry out a valuation on a triennial basis (or more frequently if required by the Administering Authority) of the Council's assets and liabilities including the WCH Assets and Liabilities for which a separate R&A Certificate will be produced.
- 6.2 In circumstances where the results of a triennial valuation reveal that the WCH Assets and Liabilities are in deficit on an Ongoing Valuation Basis the Council shall make such payment as certified by the Fund Actuary as being required to ensure that the WCH Assets and Liabilities are no longer in deficit.
- 6.3 On production of the R&A Certificate, WCH will reimburse the Council for the deficit payments made to the Fund on such repayment terms to be agreed between the Parties.

## **7. TERMINATION OF THIS AGREEMENT**

- 7.1 WCH can elect to bring this Agreement and the Subsumption Agreement to an end on 3 months written notice in circumstances where there are no remaining WCH Active Members.
- 7.2 Where WCH elect to bring this Agreement to an end under clause 7.1 the Council shall request that the Fund Actuary carries out a valuation of the WCH Assets and Liabilities. Where this valuation shows that the WCH Assets and Liabilities are in deficit on a Cessation Valuation Basis the Council shall make any required deficit payments to the Fund which on production of the R&A Certificate will be reimbursed by WCH to the Council. The repayment terms shall be agreed between the Parties. In circumstances where this valuation shows that the WCH Assets and Liabilities are in surplus on a Cessation Valuation Basis, any surplus shall be retained by the Council.
- 7.3 Following termination of this Agreement, and repayment of any deficit payments made by the Council under Clause 7.2, WCH shall have no further liability to the Council in respect of the WCH Assets and Liabilities.

## **8. COSTS**

WCH covenants with and undertakes to the Council that it will pay all the related and reasonable administrative and actuarial costs associated with this Agreement provided these are approved in advance.

**9. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and this shall have the same effect as if the signatories on the counterparts were on a single copy of this Agreement.

**IN WITNESS WHEREOF** WCH and the Council hereto have executed and delivered this Agreement as a deed the day and year first before written.

**EXECUTED AS A DEED** by \_\_\_\_\_ )  
**WATFORD COMMUNITY HOUSING TRUST** \_\_\_\_\_ )  
acting by a Director \_\_\_\_\_ )

.....

In the presence of

Signature of witness: .....

Name of witness: .....

Address of witness: .....

.....

.....

.....

.....

Occupation of witness

.....

**EXECUTED AS A DEED** by affixing the

)

**COMMON SEAL** of **WATFORD**

)

**BOROUGH COUNCIL**

)

Authorised Signatory

Seal No.

**APPENDIX 1 – SUBSUMPTION AGREEMENT**

**Dated**

**2019**

**(1) Hertfordshire County Council as administering authority for the Hertfordshire  
County Council Pension Fund**

**and**

**(2) Watford Community Housing Trust**

**And**

**(3) Watford Borough Council**

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**SUBSUMPTION AGREEMENT**

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30 Finsbury Circus  
London EC2M 7DT  
Tel: 020 7880 4281  
JER/WAT33.213

**THIS AGREEMENT** is made this the \_\_\_\_\_ day of \_\_\_\_\_ 2019

**BETWEEN:**

- (1) **HERTFORDSHIRE COUNTY COUNCIL** acting in its capacity as the administering authority of the Hertfordshire County Council Pension Fund whose principal office is at County Hall Hertford SG13 8DE (the **Administering Authority**);
  
- (2) **WATFORD COMMUNITY HOUSING TRUST** (a registered society under the Co-operative and Community Benefit Societies Act 2014, registered number 30183R) whose registered office is at Gateway House, 59 Clarendon Road, Hertfordshire WD17 1LA (**WCH**).

- (3) **WATFORD BOROUGH COUNCIL** of Town Hall, Hempstead Road, Watford WD17 3EX (the **Council**);

**Each a “Party” together the “Parties”**

**RECITALS:**

- A. The Administering Authority is an administering authority within the meaning of the Local Government Pension Scheme Regulations 2013 (as amended or supplemented from time to time including any regulations, statute or other legislation amending, superseding or re-enacting them) (the **2013 Regulations**) and in that capacity administers the Local Government Pension Scheme (the **Scheme**) and maintains the Hertfordshire County Council Pension Fund (the **Fund**).
- B. The 2013 Regulations together with the Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 (as amended or supplemented from time to time including any regulations, statute or other legislation amending, superseding or re-enacting them) (the **Transitional Regulations**) are collectively referred to in this Subsumption Agreement as “the **Scheme Regulations**”.
- C. WCH is an admission body as specified in Schedule 2 Part 3 Paragraph (1)(d)(i) of the 2013 Regulations. WCH was admitted to the Fund by an Admission Agreement dated 10 September 2007 (the **Admission Agreement**). The Admission Agreement is guaranteed by the Council.
- D. In anticipation of the retirement of the WCH Active Members the Parties agree to transfer the WCH Assets and Liabilities to the Council on an Ongoing Valuation Basis to the mutual benefit of WCH and the Council.
- E. In this Agreement words and expressions used shall, unless defined herein or the contrary is stated, bear the meanings set out in the 2013 Regulations.

**NOW THIS DEED WITNESSES** as follows:

1. In respect of the expression used in this Agreement, and unless otherwise specified, the following words and expressions have the meanings set out below:

<b>"Cessation Valuation"</b>	means an actuarial valuation of the liabilities in respect of WCH's current and former employees under Regulation 64(2) of the 2013 Regulations (as amended or supplemented from time to time including any regulations, statute or other legislation amending, superseding or re-enacting them).
------------------------------	---

<b>“Cessation Valuation Basis”</b>	the valuation basis recommended from time to time by the Fund Actuary to be used when an employer ceases to be a Scheme employer for the purposes of the 2013 Regulations and as set out under the Fund’s cessation policy and Funding strategy statement from time to time in force.
<b>“Effective Date”</b>	Means the date of this Agreement
<b>“Fund Actuary”</b>	Means an actuary appointed by the Administering Authority
<b>“Ongoing Valuation Basis”</b>	Means the Fund’s ongoing valuation basis as recommended from time to time by the Fund Actuary and applied for scheduled bodies in accordance with the Regulations
<b>“R&amp;A Certificate”</b>	means a rates and adjustment certificate setting out employer’s contributions as per Regulations 62 and 64 of the 2013 Regulations (as amended or supplemented from time to time including any regulations, statute or other legislation amending, superseding or re-enacting them).
<b>“Recharging Agreement”</b>	Means the Agreement to be entered into between WCH and the Council on the same date as this Agreement.
<b>“Special Event”</b>	Means the ill health retirement of a WCH Active Member or a WCH Deferred and Pension Member or the termination of a WCH Active Member’s employment on the grounds of redundancy or business efficiency in accordance with regulation 30(7) of the 2013 Regulations.
<b>“Subsumption”</b> <b>“Subsumed”</b> and <b>“Subsume”</b>	means the act of taking responsibility for a defined set of liabilities, notionally allocated assets and the future funding of those liabilities.
<b>“WCH Active Members”</b>	Means any employee of WCH who immediately before the Effective Date participated as an active member in the Fund and who remains an active member in the Fund.
<b>“WCH Deferred and Pensioner Members”</b>	Means any employee or former employee of WCH who previously participated in the Fund whilst employed by WCH.
<b>“WCH Assets and Liabilities”</b>	Means the assets and liabilities of WCH in the Fund that on the Effective Date will be Subsumed by the Council which as at 31 March 2016 were assessed to be in surplus on an Ongoing Valuation Basis.

## 2. EFFECTIVE DATE

This Agreement will take effect on and from the Effective Date.

### **3. SUBSUMPTION OF LIABILITIES**

- 3.3 On the Effective Date, the WCH Assets and Liabilities will be Subsumed and the Council will take on responsibility for the WCH Assets and Liabilities from WCH. This will include the liabilities in respect of the WCH Active Members and the WCH Deferred and Pensioner Members.
- 3.4 The Administering Authority agrees that it will allocate the WCH Assets and Liabilities to the Council on and from the Effective Date but agrees these will continue to be referenced separately with the same employer code as WCH had prior to the Effective Date for reporting purposes in accordance with clause 5.1.
- 3.5 This Subsumption Agreement is a continuing agreement, and the Council acknowledges that its covenant to Subsume any past, present and future obligations owed by WCH will continue until such time as the Subsumption Agreement is terminated under Clause 7 this Subsumption Agreement.

### **4. ARRANGEMENTS FROM EFFECTIVE DATE**

#### **PARTICIPATION**

- 4.1 From the Effective Date:
- i. the Administering Authority shall permit the WCH Active Members to continue to be members of the Scheme and to participate as active members of the Fund; and
  - ii. the Council shall become the deemed employer of the WCH Active Members for the purposes of liabilities under the Fund however the legal contractual employer of the WCH Active Members (for employment purposes) will remain as WCH; and
  - iii. WCH shall notify the Council and the Administering Authority if any of the WCH Active Members cease to participate in the Scheme or cease to be eligible to participate in the Scheme.

#### **PAYMENTS**

- 4.2 The Council shall pay to the Administering Authority for credit to the Fund such contributions and payments as are due under the Scheme Regulations and as

are determined by the Administering Authority on the advice of the Fund Actuary in respect of the WCH Active Members and the WCH Deferred and Pensioner Members in accordance with the provisions of this clause 4.

- 4.3 The initial rate of employer contribution as at the Effective Date shall be 31.9% of pay (within the meaning of the 2013 Regulations) of the WCH Active Members. This contribution rate to be subject to review by the Fund Actuary from time to time.
- 4.4 The Council shall pay to the Administering Authority for credit to the Fund the ongoing contributions on a monthly basis in arrears each payment to reach the Administering Authority by the fourteenth day of the month following (provided that if this is not a business day the contribution shall be received on the last business day before this date).
- 4.5 The Council shall pay to the Administering Authority for credit to the Fund any sum notified to them in writing by the Administering Authority as an actuarial strain on the Fund arising out of a Special Event.
- 4.6 The Council shall recover such costs from WCH arising under this clause 4 in accordance with the Recharging Agreement.

## **5. VALUATION OF ASSETS AND LIABILITIES**

- 5.1 The Fund Actuary will carry out a valuation on a triennial basis (or more frequently if required by the Administering Authority) of the Council's assets and liabilities including the WCH Assets and Liabilities for which a separate R&A Certificate will be produced.
- 5.2 In circumstances where the results of a triennial valuation reveal that the WCH Assets and Liabilities are in deficit on an Ongoing Valuation Basis the Council shall make such payment(s) as certified by the Fund Actuary as being required to ensure that the WCH Assets and Liabilities are no longer in deficit. The Council to recover such payments in relation to WCH Assets and Liabilities as under Clause 4.

## **6. ADMISSION AGREEMENT**

- 6.1 On and from the Effective Date, until such time as the last WCH Active Member ceases to participate in the Fund, the Admission Agreement will continue and WCH shall continue to be an admission body in the Fund.
- 6.2 On and from the date the last WCH Active Member ceases to participate in the Fund (**the Termination Date**), WCH will cease to be an admission body

participating in the Fund under the Admission Agreement which will come to an end.

- 6.3 On the Termination Date the Scheme Regulations will require the Administering Authority to obtain a Cessation Valuation in respect of WCH. The Cessation Valuation will give rise to an R&A Certificate requiring WCH to pay any deficit that is revealed by the Cessation Valuation. The Administering Authority shall provide that the R&A Certificate will certify that no deficit is payable by WCH as the WCH Assets and Liabilities have been Subsumed by the Council pursuant to the terms of this Agreement.
- 6.4 It is agreed that on and from the Effective Date WCH's liability to the Fund is discharged and the Parties agree that notwithstanding the Admission Agreement continuing until such time as the last WCH Active Member ceases to participate in the Fund, WCH shall have no liability to the Fund arising under the Admission Agreement.

## **7. TERMINATION OF THIS AGREEMENT**

- 7.1 In circumstances where there are no remaining WCH Active Members, WCH is permitted to bring this Agreement to an end provided it gives 3 months written notice to the Administering Authority and the Council.
- 7.2 In circumstances where this Agreement is brought to an end when the WCH Assets and Liabilities are assessed to be in deficit on a Cessation Valuation Basis, the Fund Actuary will carry out a valuation and the Council will make any payment required to the Administering Authority for credit to the Fund to ensure the WCH Assets and Liabilities are not in deficit on a Cessation Valuation Basis. The repayment terms shall be agreed between the Parties.
- 7.3 In circumstances where the valuation shows that the WCH Assets and Liabilities are in surplus on a Cessation Valuation Basis, any surplus shall be retained by the Council.
- 7.4 On termination of this Agreement the employer code associated with the WCH Assets and Liabilities will be cancelled and the WCH Assets and Liabilities will no longer be subject to separate reporting.
- 7.5 Following termination under this Clause and clause 7.3 of the Recharging Agreement being satisfied, WCH shall have no further liability to the Fund and have no further liability to the Council, and following termination WCH shall be released from its obligations under this Agreement.

## **8. COSTS**

WCH covenants with and undertakes to the Administering Authority and the Council that it will pay all the related and reasonable administrative and actuarial costs associated with this Subsumption Agreement provided these are approved in advance.

**9. COUNTERPARTS**

This Subsumption Agreement may be executed in any number of counterparts and this shall have the same effect as if the signatories on the counterparts were on a single copy of this Subsumption Agreement.

**IN WITNESS WHEREOF** the Administering Authority, WCH and the Council hereto have executed and delivered this Subsumption Agreement as a deed the day and year first before written.

**EXECUTED AS A DEED** by affixing the )

**COMMON SEAL of HERTFORDSHIRE  
COUNTY COUNCIL** )

acting in its capacity as the administering authority )

of **THE HERTFORDSHIRE COUNTY  
COUNCIL PENSION FUND** )

in the presence of: - )

Chief Legal Officer

**EXECUTED AS A DEED** by \_\_\_\_\_ )  
**WATFORD COMMUNITY HOUSING TRUST** \_\_\_\_\_ )  
acting by a Director \_\_\_\_\_ )

.....

In the presence of

Signature of witness: .....

Name of witness: .....

Address of witness: .....

.....

.....

.....

.....

Occupation of witness

.....

**EXECUTED AS A DEED** by affixing the )

**COMMON SEAL of WATFORD  
BOROUGH COUNCIL** )

)

Authorised Signatory

Seal No.

Part A

**Report to:** Council

**Date of meeting:** 9 July 2019

**Report author:** Democratic Services Manager

**Title:** Safeguarding training

## 1.0 Summary

1.1 This report is to ask Council to agree to make Safeguarding training for Members compulsory every two years.

## 2.0 Risks

2.1

Nature of risk	Consequence	Suggested Control Measures	Response (treat, tolerate, terminate or transfer)	Risk Rating (combination of severity and likelihood)
Members are not aware of safeguarding issues and duties when carrying out their role in the community	Issues of concern may not get reported.	Members to receive regular training	Treat	4

## 3.0 Recommendations

3.1 Council to agree that safeguarding training should be compulsory for all members every two years.

**Further information:**

Caroline Harris  
 caroline.harris@watford.gov.uk

**Report approved by:** Carol Chen Group Head Democracy and Governance

#### 4.0 **Detailed proposal**

4.1 The following is taken from the report to the Member Development Group on 19 March 2018 by the Head of Culture and Events.

The Children Act 2004 and the Care Act 2014 set out a legal framework for how local authorities should work to protect children and young people and adults at risk from abuse or neglect. The council has a legal duty to cooperate with the lead authority, in this case it is Hertfordshire County Council.

4.2 The council carries out this duty in various ways, there is a lead officer for Safeguarding and the safeguarding policy and procedures in place for staff are regularly reviewed. There is also regular and compulsory training for staff.

4.3 All districts comply with their obligations with the lead authority by completing audits of their safeguarding systems, training procedures, policy and processes. The districts meet regularly with the lead authority's safeguarding boards – Hertfordshire Safeguarding Children Board (HSCB) and Hertfordshire Safeguarding Adults Board (HSAB) – as a district Safeguarding Group to co-operate and support each other.

4.4 The agenda has broadened and local authorities are working with a variety of agencies on issues such as Child Sexual Exploitation, Female Genital Mutilation, Modern Slavery, Human Trafficking, Honour Based Abuse, Prevent and Domestic Abuse.

4.5 The Member Development Group received the report in March 2018 and agreed that training should be compulsory every two years. As at the time there was a review of the Safeguarding function within the council taking place it was decided to wait until that had been concluded before bringing the proposal to Council. Following the review the safeguarding responsibility has now moved to the Community Protection service.

4.6 Whilst some members will receive training from agencies which they work with, the council training will cover the council's own policies and procedures and provide members with the knowledge of what to do if they need to report an issue or log a concern.

4.7 Further information on the council's safeguarding policy can be found on the [website](#).

4.8 Training may be delivered by members attending training sessions or by completing e-learning modules.

## 5.0 Implications

### 5.1 Financial

5.1.1 Any costs arising for providing the training will be met through the existing members training budget.

### 5.2 Legal Issues (Monitoring Officer)

5.2.1 The Group Head of Democracy and Governance comments that the council has a legal duty to promote safeguarding of children and adults at risk.

### 5.3 Equalities, Human Rights and Data Protection

5.3.1 There are no equalities implications, the training provided will help members to assist all residents who may be at risk.

5.3.2 Having had regard to the council's obligations under the General Data Protection Regulation (GDPR) 2018, it is considered that officers are not required to undertake a Data Processing Impact Assessment (DPIA) for this report.

### 5.4 Staffing

5.4.1 The Council has appointed a Safeguarding Manager.

### 5.5 Accommodation

5.5.1 None

### 5.6 Community Safety/Crime and Disorder

5.6.1 The training will assist members in raising any issues or concerns through the council.

### 5.7 Sustainability

5.7.1 None

## Appendices

- None

## Background papers

The following background papers were used in the preparation of this report. If you wish to inspect or take copies of the background papers, please contact the officer named on the front page of the report.

Report to Member Development Group 19 March 2018 by Head of Culture and Events

Part A

**Report to:** Council

**Date of meeting:** 9 July 2019

**Report author:** Senior Democratic Services Officer

**Title:** Neighbourhood Locality Fund Annual Report 2018/19

**1.0 Summary**

1.1 This document provides the annual report for the neighbourhood locality funds in accordance with the fund’s protocol. It includes information about the overall budget and types of projects the wards have supported during 2018/19.

**2.0 Risks**

2.1 There are no identified risks as a result of this report.

**3.0 Recommendations**

3.1 That the Neighbourhood Locality Fund annual report be noted.

**Further information:**

Sandra Hancock  
 democraticservices@watford.gov.uk  
 Tel: 01923 278377

**Report approved by:** Carol Chen, Group Head of Democracy and Governance

**4.0 Detailed proposal**

4.1 In 2018/19 each ward was allocated a budget of £3,000. This was an increase of £500 for each ward from the previous year. It was in line with a recommendation from the Neighbourhood Forum task group which had completed its review in 2016/17.

4.2 The wards spent a total of £34,878.44, 97% of the overall budget. This can be broken down as follows –

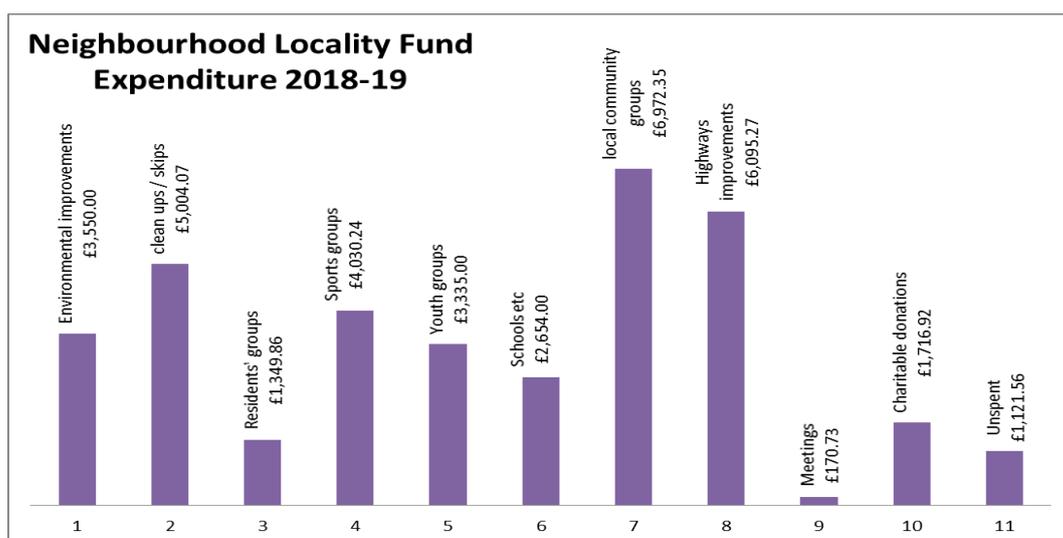
Ward	Number of projects	Expenditure
Callowland	2	£2,250.00
Central	6	£3,000.00
Holywell	3	£2,999.97

Ward	Number of projects	Expenditure
Leggatts	6	£2,863.95
Meriden	6	£2,999.86
Nascot	4	£2,830.73
Oxhey	6	£2,975.92
Park	3	£3,000.00
Stanborough	5	£3,000.00
Tudor	4	£3,000.00
Vicarage	3	£2,998.03
Woodside	7	£2,959.98

4.3 The Senior Democratic Services Officer has reviewed the different types of expenditure and identified the most popular, including the overall percentage of the budget spent on that particular group. Details are listed below –

- Local community groups and organisations (19.37%)
- Highways improvements (16.93%)
- Community clean ups and skips (13.90%)
- Sports groups (11.20%)
- Environmental improvements (9.86%)
- Youth groups, including scouts (9.26%)
- Schools and play groups (7.37%)
- Charities / charitable donations (5%)
- Residents' groups (3.75%)
- Meetings (0.47%)

4.4 The table below shows the amount spent for each type of expenditure.



4.5 As in previous years, each ward was asked to complete evaluation forms for all projects. At the time of writing this report three wards have returned completed evaluation forms. In 2017/18 five wards had returned their evaluation forms.

#### 4.6 **Comparison of expenditure with 2017/18**

There has been a significant reduction in the amount of the overall budget allocated to clean up and hire of skips. This had reduced from 29% of the overall budget in 2017/18 to 13.9% in 2018/19.

Most other budgets have been fairly static with small increases or reductions. However, 'Charities' increased from 0% in 2017/18 to 5% in 2018/19. One ward paid for poppies and wreaths for display in their local area on Remembrance Day. They also purchased 'Tommies' that were displayed around the ward to commemorate the end of the First World War. Another ward gave funds to a charity that has its head office in Watford and required some funding towards equipment for the venue.

#### 5.0 **Implications**

##### 5.1 **Financial**

5.1.1 The Shared Director of Finance comments that the financial implications are contained within the report.

##### 5.2 **Legal Issues (Monitoring Officer)**

5.2.1 The Head of Democracy and Governance comments that the criteria for the allocation of the funds are publicised.

##### 5.3 **Equalities, Human Rights and Data Protection**

5.3.1 There are no risks associated with equalities or human rights as a direct result of this report.

##### 5.4 **Staffing**

5.4.1 There are no staffing implications as a direct result of this report.

##### 5.5 **Accommodation**

5.5.1 There are no accommodation implications as a direct result of this report.

##### 5.6 **Community Safety/Crime and Disorder**

5.6.1 There are no community safety or crime and disorder implications as a direct result of this report.

## 5.7 **Sustainability**

5.7.1 There are no sustainability implications as a direct result of this report.

### **Appendices**

None

### **Background papers**

- Applications and expenditure sheets for the individual wards and projects

Part A

**Report to:** Council

**Date of meeting:** 9 July 2019

**Report author:** Senior Democratic Services Officer

**Title:** Scrutiny annual report 2018/19

## 1.0 Summary

1.1 The constitution requires that a report is presented to Council annually on the work of scrutiny during the preceding year. This report describes the work and process of the council's scrutiny committee, panels and task groups during 2018/19.

## 2.0 Risks

2.1 There are no risks identified from this report.

## 3.0 Recommendations

3.1 That Council notes the annual scrutiny report for 2018/19.

### **Further information:**

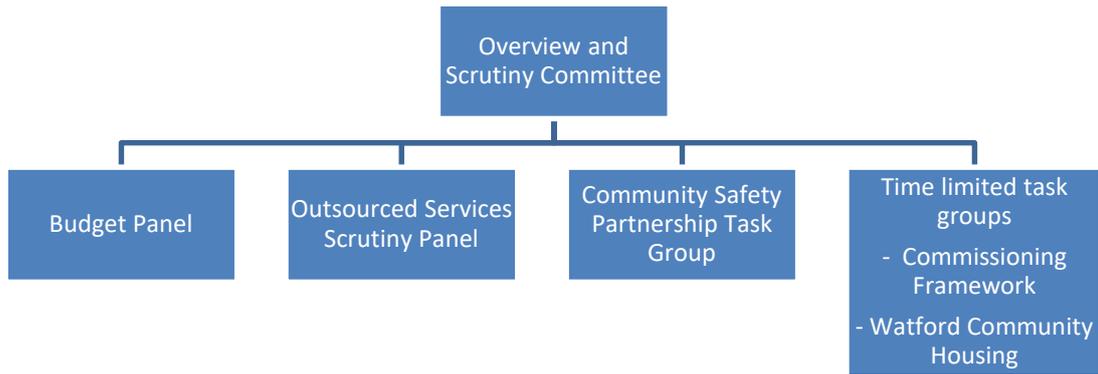
Sandra Hancock  
democraticservices@watford.gov.uk  
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**Report approved by:** Carol Chen, Group Head of Democracy and Governance

## 4.0 Scrutiny at Watford Borough Council in 2018/19

### 4.1 Scrutiny Structure

4.1.1 In 2018/19 the scrutiny structure comprised Overview and Scrutiny Committee, the over-arching scrutiny committee, Budget Panel, Outsourced Services Scrutiny Panel and the Community Safety Partnership Task Group, which continued to monitor the local Community Safety Partnership. During the year two task groups were set up to review suggestions submitted by an officer and one from two councillors on behalf of a member of the public.



## 4.2 Councillor attendance at scrutiny

4.2.1 During 2018/19, 22 out of the 30 non-executive councillors attended at least one scrutiny meeting; this is three fewer than in 2017/18. 21 councillors participated in a meeting either as a member or substitute. One councillor attended Budget Panel as an observer. Four portfolio holders attended scrutiny meetings to respond to questions on behalf of the Executive.

## 4.3 Scrutiny Training

4.3.1 At Council on 30 January 2018 it was agreed that scrutiny training would be compulsory for those councillors sitting or substituting on scrutiny committees. This training should be reviewed every two years. This would be in addition to the brief introduction given to new councillors at their induction.

4.3.2 It was agreed that an external provider would give the first compulsory training session. The Centre for Public Scrutiny was contacted and Tony Jackson provided the training. 18 councillors attended this training session and three others attended one to one sessions with the Senior Democratic Services Officer.

4.3.3 Budget Panel had one training session. It was provided at the first meeting and set out the role of Budget Panel.

## 4.4 Overview and Scrutiny Committee

### 4.4.1 Membership

The scrutiny committee comprised nine councillors. There was a slight change to the membership following the by-election in Oxhey in June.

Councillor Kareen Hastrick (Chair)  
 Councillor Jagtar Singh Dhindsa (Vice chair)  
 Councillors Sohail Bashir, Stephen Cavinder, Keith Crout, Mark Hofman,  
 Imran Hamid (from July), Rabi Martins, Ian Stotesbury and Matt Turmaine  
 (May to June only)

Other attendees included –

Councillor Asif Khan, substitute for Councillor Turmaine in June and as chair of the Watford Community Housing Task Group

Councillor Stephen Johnson, portfolio holder responsible for Housing and Property to answer questions

Councillor Mark Watkin, portfolio holder for Resources and Customer Services to answer questions

#### 4.4.2 **Committee's work programme for 2018/19**

Overview and Scrutiny Committee met on five occasions during the year. No Executive key decisions were called in. The following items were discussed –

- **West Herts Hospitals NHS Trust** gave a presentation on developing local health services in west Hertfordshire. It also provided a general overview of the wider health service transformation; an update on the work to progress hospital developments and refreshing the strategic outline case. The Redevelopment Programme Director and Director of Communications for West Herts Hospitals NHS Trust responded to members' questions.
- **Performance updates** were presented on a quarterly basis. At the meetings councillors discussed the performance indicators and sought clarification in certain areas.
- **Small Grants Fund Review 2017/18** gave the scrutiny committee a chance to receive the annual review of the Small Grants Fund. It was noted that officers had taken on board comments from previous years and had included equalities data.
- **Housing – Homelessness Reduction Act** was discussed with the Head of Housing and he explained how the team was implementing the requirements of the new Act. He informed the scrutiny committee of the process followed from the first point a person approaches the council stating they are homeless.
- **Previous review update: Neighbourhood Forum** task group's recommendations were reviewed and progress on implementation was considered. All recommendations had been implemented except for one which had not been agreed by Cabinet.
- **Previous review update: Tackling Loneliness** task group's recommendations were reviewed and updated by the Senior Democratic Services Officer. There was still some work to be carried out on the recommendation requiring

information on the council's website. The work would continue to progress the outstanding recommendation.

- **Watford 2020 Programme and updates** were presented to the scrutiny committee providing councillors up to date progress on this important transformation programme for the council.
- **Firmstep presentation** by the Customer Service Section Head covered the new 'MyWatford' system some of which was already available to residents. Further forms were in the test phase for future inclusion.
- **Executive Decision Progress report** included details of all proposed key decisions and those key decisions taken by the Executive and officers. It also included information about any consultation with the Chair of Overview and Scrutiny Committee. The report included links to the relevant reports and minutes.
- **Hertfordshire County Council's Health Scrutiny Committee** updates were provided by Councillor Karen Hastrick, who provided information on the work carried out by the Health Scrutiny Committee. Full details of the Health Scrutiny Committee are available on the [County Council's website](#).
- **Updates from Budget Panel, Outsourced Services Scrutiny Panel and Community Safety Partnership Task Group** were given by the relevant chairs. The updates enabled Overview and Scrutiny Committee to be aware of the work being undertaken by the other scrutiny panels and task groups.
- **New scrutiny task groups** were presented for discussion by the scrutiny committee. The scrutiny committee agreed three new task groups. Two of the task groups were carried out during 2018/19 and the third was agreed to start in May/June 2019. Further information about the task groups carried out during 2018/19 is available further in this report.

The reports and minutes for Overview and Scrutiny Committee are available on the [Council's website](#).

## 4.5 **Budget Panel**

### 4.5.1 **Membership**

The scrutiny panel comprised nine councillors.

Councillor Sohail Bashir (Chair)

Councillor Peter Kloss (Vice chair)

Councillors Antony Barton, Nigel Bell, Jane Johnson, Rabi Martins, Maggie Parker, Glen Saffery and Nasreen Shah

Other attendees included –

Councillor Mark Watkin, portfolio holder responsible for Resources and Customer Services as an observer and to answer questions

#### 4.5.2 **Panel's work programme 2018/19**

Budget Panel met on five occasions during the year. The following items were discussed –

- **The final outturn for 2017/18** (quarter 4) prior to it being presented to Cabinet. Budget Panel considered in particular: the revenue outturn, carry forwards for projects not yet completed in 2017/18, the capital position and capital programme, officers' management of the council's major projects, including Riverwell and the High Street. The minutes of the discussion were forwarded to Cabinet.
- **Council Finances – business rates retention update.** Members were updated on government plans for business rates retention by local authorities. Watford Borough Council had joined the Hertfordshire pool of authorities piloting 75% business rates retention in 2019-20.
- **The Finance Digest Budget Monitor** was reviewed regularly by Budget Panel.
- **Budget report 2019/22.** The Panel reviewed the budget report, which included the revenue budgets for 2019-22, including details of the proposed fees and charges for 2019/20. Members discussed the financial implications of the Croxley Business Park proposal ahead of its presentation to Cabinet and Council. The minutes of the discussion were forwarded to Cabinet.
- **Activities of the Property Investment Board.** At the request of members, Budget Panel received a presentation on the current activities of the Property Investment Board.

The reports and minutes for Budget Panel are available on the [council's website](#).

#### 4.6 **Outsourced Services Scrutiny Panel**

##### 4.6.1 **Membership**

The scrutiny panel comprised seven councillors.

Councillor Stephen Cavinder (Chair)  
Councillor Mark Hofman (Vice chair)  
Councillors Jagtar Singh Dhindsa, Kareen Hastrick, Rabi Martins, Bilqees Mauthoor and Glen Saffery

Other attendees included –

Councillor Amanda Grimston, substitute for Councillor Mark Hofman in July  
Councillor Karen Collett, portfolio holder responsible for Community to answer questions

Councillor Stephen Johnson, portfolio holder responsible for Housing and Property to answer questions

Councillor Tim Williams, portfolio holder responsible for client services to answer questions

#### 4.6.2 Panel's work programme 2018/19

Outsourced Services Scrutiny Panel met on six occasions during the year. The following items were discussed –

- **Contract management overview** Members were provided with an overview of the council's approach to procurement, the governance arrangements and the emphasis on social value. They received information on the partnership approach taken by the council and how the panel could add value.
- **Quarterly performance indicators** Regular performance reports were received. Over the course of the year, the target-setting process was discussed and members challenged any targets which they did not feel were sufficiently robust. Further explanation was requested for areas of under-performance.
- **Parks and ground maintenance** Information was received about grass cutting and litter picking regimes; how Veolia responded to varying weather conditions and planned for peak visitor demand. The panel was advised on activities Veolia did to invest in the local community and what was planned for the future.
- **Hostels and temporary accommodation** The panel was advised as to how the council managed the accommodation contracts, the implications of a recent change to legislation, issues in relation to temporary and bed and breakfast accommodation, repair standards and timescales, annual fees and the new contract.
- **HQ Theatres, end of year report December 2018** An overview was provided on how the Colosseum had been utilised during the year (and how the events programme had been determined), on social value and community impact initiatives, environmental and sustainability issues, benchmarking, marketing strategy and future plans.

- **Street cleaning, Veolia annual leaf clearance programme** The scrutiny panel was advised on how the company had responded in 2018; including operatives out earlier and clearing leaves more effectively, how priority areas were identified and works coordinated, the hiring of equipment and a reduction in queries and requests.
- **Leisure centre contract, SLM** An overview was provided of the structure of the new contract, recent refurbishment works, the social value and impact of the contract, partnership work and the key performance indicators.
- **Parking enforcement contract with NSL** Details of the contract and the key changes and improvements to the service were explained. Councillors considered such matters as enforcement and removal of vehicles and the education of motorists.

4.6.3 Councillor Cavinder, the scrutiny panel’s chair provided the following end of year statement.

“This has been a busy year for the panel during which it has diligently reviewed, debated and questioned several of Watford Borough Councils outsourced services partners. The panel has been pleased to see the continuing partnership approach which these contractors have adopted with the council and the improvements in services which this has brought about. In addition the panel has been comforted to see that each of its outsourced services partners takes their social responsibility seriously and has been delighted to hear of the many schemes which have been put in place for Watford’s residents. The hard work of the panel during this year will ensure that the council’s partners will continue to look for ways of improving what are already high standards of service.”

The reports and minutes of Outsourced Services Scrutiny Panel are available on the [council’s website](#).

## 4.7 **Community Safety Partnership Task Group**

### 4.7.1 **Membership**

### 4.7.2 **Task Group’s work programme in 2018/19**

The Community Safety Partnership Task Group carried out the council’s statutory requirement to scrutinise the work of the local Community Safety Partnership. It met three times during 2018/19 and discussed the following topics –

- **Street homelessness** The task group received a presentation from Hertfordshire Constabulary and New Hope on how this issue impacted in Watford. Numbers had increased and measures being undertaken were discussed – including ‘Operation Blanket’, the Severe Weather Emergency

Protocol, humanitarian approaches, the use of an intervention team and the work of the Meadowell Surgery. The task group formerly recommended to the Community Safety Partnership that monies be made available to fund a mental health professional at New Hope.

- **Youth related crime** A presentation was given by Hertfordshire Constabulary and Chessbrook School on youth related crime issues. Members found the presentation to be extremely informative and beneficial.
- **Progress with the Community Safety Partnership's Protecting our Communities and Managing Crime Plan 2018/19** A progress update was provided at all meetings by the council's Community Safety Co-ordinator. It focussed on the four key elements.
- **Community Safety Partnership risk register** The task group was informed how the risk register would help to determine the partnership's priorities for 2019/2020.

The reports and minutes of the Community Safety Partnership Task Group are available on the [council's website](#).

## 4.8 Task Groups

### 4.8.1 Commissioning Framework Task Group

4.8.2 The Commissioning Framework Task Group's work took place during August 2018 over two meetings. The membership was Councillors Keith Crout, Mark Hofman, Rabi Martins (Chair) and Maggie Parker. The task group's final conclusions were presented to Overview and Scrutiny Committee in September. This timescale enabled the Leisure and Environmental Services Section Head to consider the task group's comments prior to his report to Cabinet in November.

4.8.3 The task group had recommended that the commissioning framework, which was due to expire in March 2019 should be extended for a further year to allow further clarity to emerge on the focus and direction of the council's policy and finances. The task group was referenced in the Head of Community and Environment Services' report to Cabinet in January 2019. Cabinet agreed that the new framework should commence from April 2019.

### 4.8.4 Watford Community Housing Task Group

4.8.5 Watford Community Housing Task Group's work took place between September 2018 and March 2019. The task group proposal was submitted by Councillors Asif Khan and Kareen Hastrick following contact from a local resident. The membership

was Councillors Stephen Cavinder, Aga Dychton, Amanda Grimston, Kareen Hastrick and Asif Khan (Chair).

4.8.6 The task group's final report and recommendations were presented to Overview and Scrutiny Committee at its meeting on 21 March 2019. It was then circulated to Watford Community Housing who immediately responded to the recommendations. The Chief Executive and the Director of Operations will be attending Overview and Scrutiny Committee in September to formally respond and provide an update on progress in implementing the recommendations.

#### 4.9 **Scrutiny from May 2019**

4.9.1 During 2018/19 a review of the council's constitution, including scrutiny, was carried out and reported to Council on 19 March 2019. Council agreed to a change to the scrutiny structure from May 2019. The new structure would comprise Overview and Scrutiny Committee, Finance Scrutiny Committee (replacement for Budget Panel) and time-limited task groups. The work previously carried out by Outsourced Services Scrutiny Panel and Community Safety Partnership Task Group will be undertaken by Overview and Scrutiny Committee, which has had its number of meetings increased to nine.

4.9.2 In May 2019 the Government issued new statutory guidance on overview and scrutiny. The guidance will be reviewed to ensure that the council's scrutiny function is working in accordance with the policies and practices set out. The council is required to have regard to the guidance.

#### 5.0 **Implications**

##### 5.1 **Financial**

5.1.1 The Shared Director of Finance comments that there are no financial implications in this report.

##### 5.2 **Legal Issues (Monitoring Officer)**

5.2.1 The Head of Democracy and Governance comments that there are no legal implications in this report

##### 5.3 **Equalities, Human Rights and Data Protection**

5.3.1 There are no equalities, human rights or data protections implications as a result of this report.

#### 5.4 **Staffing**

5.4.1 There are no staffing implications as a result of this report.

#### 5.5 **Accommodation**

5.5.1 There are no accommodation implications as a result of this report.

#### 5.6 **Community Safety/Crime and Disorder**

5.6.1 The council has a statutory duty to scrutinise the local crime and disorder partnership. In 2018/19 this was carried out by the Community Safety Partnership Task Group.

#### 5.7 **Sustainability**

5.7.1 There are no sustainability implications as a result of this report.

### **Appendices**

None

### **Background papers**

The following background papers were used in the preparation of this report.

- Reports and minutes of scrutiny committees, panels and task groups (all are available on the [council's website](#))