

COASTAL INTERPRETATION

EXECUTIVE MEMBER: Councillor Hugh Branney
LEAD OFFICER: Julie Betteridge
REPORT AUTHOR: Diane Ward

WHAT BENEFITS WILL THESE PROPOSALS BRING TO COPELAND RESIDENTS?

The project sits within the Copeland Coastal Initiative aimed at enhancing and celebrating Copeland's coast.

The project will significantly improve interpretation along the Coast to provide both a better visitor experience and increase understanding of the industrial and cultural heritage of the coast alongside its environmental importance.

Information regarding marine litter will also be displayed to foster a more responsible attitude to the coastal environment.

Current interpretation provision along Copeland's coast is sporadic, of varying quality and in some cases illegible due to weathering. This project will install interpretation at 11 key locations along the coast, in both traditional and digital format. Currently there is no marine litter information.

WHY HAS THIS REPORT COME TO THE EXECUTIVE?

(e.g. Key Decision, Policy recommendation for Full Council, at request of Council, etc.)

This report has come to inform Executive that a grant offer of £21,874 from North & West Cumbria Fisheries Local Action Group (FLAG) has been made, and an application for a further £20,400 is currently being considered by Heritage Lottery Fund (outcome known in March). If the HLF application is successful the report seeks delegated authority to the Head of Regeneration & Community to accept the grant funding and implement the scheme.

RECOMMENDATION:

To receive grants of £21,874 from North & West Cumbria FLAG and £20,400 from the Heritage Lottery Fund. This will be matched by £10,950 of Copeland Borough Council funds which are currently allocated to the scheme through the Coastal Initiative.

1 INTRODUCTION

- 1.1 The project has been devised as part of the Coastal Initiative in consultation with local groups.
- 1.2 The Coastal Initiative board endorsed the project in June 2013
- 1.3 If the HLF bid is successful all funding will be in place and the project can commence, with an anticipated end date of March 2015.
- 1.4 N&W Cumbria FLAG have offered grant funding of £21,874 to match the HLF contribution of £20,400 and CBC's £10,950 from CBC's Coastal Initiative funds.

2 PROPOSALS

- 2.1 The Coastal Initiative is a five year programme aimed at celebrating and enhancing Copeland's coast.
- 2.2 To date various coastal projects have been undertaken including the establishment of a Copeland Coastal Partnership, the production of coastal cycling and walking leaflets to encourage visitors to the coast, the publication of sense of place leaflets for both St Bees and Seascale and production of the Coastal Design Guide.
- 2.3 With visitors encouraged to the coast we now need to make available information to help people appreciate the coastal history whilst promoting an understanding of the coastal settlements today.
- 2.4 Interpretation and marine litter features will be placed at Parton, Lowca, Whitehaven, St Bees, Seascale, Drigg, Ravenglass, Bootle, Silecroft, Haverigg and Millom.
- 2.5 All except Seascale (due to recent provision) will have new interpretation boards with links to further downloadable material alongside which, at all locations, will be audio posts to provide information in an alternative format. Signage regarding marine litter will be displayed at all locations. All signage will meet Design Guide principles.
- 2.6 Content of the interpretation at each site will be guided by local history groups and volunteers with a design team procured to design the displays and edit the audio content – all voices recorded will be local volunteers.
- 2.7 Young people through CBC's youth engagement officer will be encouraged to contribute to the interpretation information, but will also be tasked with designing the marine litter supported by the design team.

3 ALTERNATIVE OPTIONS TO BE CONSIDERED

- 3.1 Undertake separate interpretation and marine litter schemes, but this would lose the potential impact of working across multiple themes.
- 3.2 To develop individual interpretation and marine litter schemes at each location, but this has the potential to undermine the promotion of Copeland's coast as a whole in both variable outputs and inconsistent timing.

4 CONCLUSIONS

- 4.1 The project has the support of the Coastal Initiative Project Board and parish councils involved.
- 4.2 Executive agreement to receive the funds and endorse the project will enable completion by March 2015.

5 STATUTORY OFFICER COMMENTS

- 5.1 The Monitoring Officer's comments are: Provided that (a) no onerous conditions are attached to the FLAG or HLF grants and (b) future maintenance costs of the interpretation and marine litter features are allowed for, then no legal issues arise from the proposal. On a minor point consent of the landowner, by way of a licence, will be required to any features which are not placed on the Council's land.
- 5.2 The Section 151 Officer's comments are: The funding for the £11K which will be spent in 2014/15 has been released by Council as part of the budget setting process at its meeting on the 27th February 2014, being part of the £50K release from ear marked reserves from the Copeland Coastal Seaside Park reserve. The project manager has confirmed that the project will run in accordance with the conditions set for both the HLF and FLAG funding and therefore will comply with the grant bids to Heritage Lottery Fund and North and West Cumbria FLAG.
- 5.3 EIA Comments: None
- 5.4 Policy Framework Comment: None
- 5.5 Other consultee comments, if any:

6 HOW WILL THE PROPOSALS BE PROJECT MANAGED AND HOW ARE THE RISKS GOING TO BE MANAGED?

- 6.1 The Regeneration Officer, will manage the project with regular reporting to the Coastal Initiative Project Board.

Potential Risk	Likelihood / Impact (1-low, 2-moderate, 3-high)	Mitigation
Lack of support from local groups	Likelihood – 1 Impact - 1	Unlikely as groups shown willingness to be involved. Can also work with existing interpretation information. Expertise within council and coastal partnership could complete the work, but would prefer local involvement.
Lack of youth engagement	Likelihood -1 Impact -1	Harbour Youth Project and Shackles Off are keen to be involved. The design team could design the signage without youth engagement.
Lack of funding	Likelihood – 1 Impact - 3	Project will not proceed without sufficient funds secured. Project management will ensure value for money.

7 WHAT MEASURABLE OUTCOMES OR OUTPUTS WILL ARISE FROM THIS REPORT?

7.1 Outcome of the HLF bid submission will be known in March 2014. If the HLF bid is successful:

- New and improved interpretation and marine litter information provided at key sites.
- 10 interpretation boards alongside alternative format interpretation (audio)
- 11 sites to provide information regarding marine litter
- QR code included on all interpretation to give access to additional coastal information to both promote and increase understanding of the coastal heritage
- 60 volunteers engaged with the project
- £42,274 additional funding secured

List of Appendices

- A. Heritage Lottery Fund – Standard Terms of Grant
- B. Conditions of European Fisheries Fund (EFF) Grant

Our Heritage

Grants of £10,000 to £100,000

Standard terms of grant

Definitions:

'we', 'us', 'our' – the Trustees of the National Heritage Memorial Fund (who administer the Heritage Lottery Fund).

'you', 'your' – the organisation(s) awarded the Grant as set out in the Grant Notification Letter.

Application – any documents or information you send us to support your request for a grant.

Digital Outputs – all material with heritage content created in or copied into a digital format by or for you in connection with the Project.

Evaluation Report – the report you must send us with your Completion Report before we pay the last 10% of the Grant telling the story of your Project, its achievements and lessons learned.

Grant – the amount set out in the Grant Notification Letter.

Grant Expiry Date – the date by which you must complete the Project as set out in the Grant Notification Letter.

Grant Notification Letter – our letter confirming our Grant award to you.

How to acknowledge your grant – the booklet that explains how we require you to acknowledge the Grant and which gives details of the acknowledgement materials we will provide.

Photography of HLF-funded projects: A guide for grantees – guidance on how to submit images to us, how we use these, and how to source consents.

Project – the purposes we have approved as set out in the Application and how you said you would use the Property in your Application (allowing for any changes that we may have agreed up to the release of any of the Grant). These are sometimes described as 'Approved Purposes' and include you getting and using partnership funding as set out in the Application.

Project Completion Date – the date that we make our final payment and are satisfied that the purposes of the Grant that we have approved have been met.

Programme Application guidance – the document setting out the scope of the programme and how to apply.

Property – any property that you buy, create, receive or restore, or property that is otherwise funded by the Grant including Digital properties, intellectual property rights and any documents that you produce or order as part of the Project.

Receiving a grant – the guidance we publish to explain how we will pay the Grant, monitor your Project and agree changes to the Grant.

The Project

1. You must only use the Grant and the Property (if any) for the Project. Changes to the Project may be agreed in further correspondence with us. You cannot transfer the Grant.
2. You must not start work or make changes to the Project without our written permission.
3. You must complete the Project by the Grant Expiry Date.
4. As well as these terms of grant, you must follow the conditions (if any) set out in the Grant Notification Letter and meet the requirements set out in the Programme Application guidance, *Receiving a grant*, the *How to acknowledge your grant* guidance, and *Photography of HLF-funded projects: A guide for grantees*.
5. You must carry out the Project in line with current best practice in your area of heritage and to a standard that is appropriate to a project of importance to the national heritage. You must follow all legislation and regulations that apply.

Project monitoring

6. You must give us any progress reports and financial or other information and records we may ask for from time to time on the Grant or the Project.
7. You must allow us (or anyone we authorise) to have any access to all relevant Property (if any) and information. This is so that we can monitor the Project. You must also take into account any recommendations we (or anyone we authorise) make in relation to the Project.
8. We may ask you to provide proof that you have taken action to reduce the risk of fraud. We may ask you to let us examine your accounting processes and procedures to check the effectiveness of anti-fraud measures.
9. You must monitor the success of the Project and give us an Evaluation Report at the end of it. This report must satisfy us that the Project has been completed successfully and in accordance with these terms of grant. We will not pay you the final instalment of the Grant until we have approved your completion and evaluation report.

Procurement

10. Unless we agree otherwise in writing, you must advertise (outside your organisation) all new jobs and tender any goods, works and services paid for by the Grant in line with the requirements set out in the Programme Application guidance.

Property

11. You must continue to own the Property and keep exclusive control over what happens to it. Other than as permitted under paragraph 17, 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 any steps to do so) without our approval beforehand. If we give you 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 the Property within one month of parting with the assets or other goods;
- b. that you sell or let the Property at its full market value;
- c. any other conditions we think fit.

We may claim from you an amount in the same proportion to the sale prices as the Grant is to the original cost of the Project, or the portion of the Grant spent on the assets or goods concerned, whichever is the greater. You must pay whatever we decide is appropriate in the circumstances. We may decide not to ask you to repay the Grant (or any part of it as we think fit) for any reason but it is for us to decide that.

12. You must maintain the Property in good repair and condition. If necessary, you must also keep it in an appropriate and secure environment. You must insure the Property to the standard set out in (and use any proceeds of the insurance in line with) the Programme Application guidance.
13. You must arrange for the general public to have appropriate access to the Property. You must make sure that no person is unreasonably denied access to the Property.

Publicity and acknowledgement

14. We may make the purpose and amount of the Grant public in whatever way we think fit.
15. Once we have announced the Grant, you must acknowledge the Grant publicly in line with the requirements set out in our *How to acknowledge your grant* booklet. You must meet any other acknowledgement or publicity requirements we may tell you about from time to time. Before we make any public announcement of the Grant, you must 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.
16. You must also provide us with digital images in electronic format of your Project – or hard-copy photographs or transparencies. You give us the right to use those you provide us with at any time, including putting them into a digital format and altering them. You must get all the permissions required for you and us to make use of them before you use them or send them to us. See *Photography of HLF-funded projects: A guide for grantees* for more information.

Digital outputs

17. You agree to:
 - a. hereby grant to us an irrevocable, perpetual and royalty-free licence to use, copy, keep and disseminate the Digital Outputs as we see fit and to grant sub-licences of the same kind;
 - b. obtain and maintain in force all authorisations of any kind required for you to use, copy, keep and disseminate the Digital Outputs and to grant such licence to us;
 - c. contract to the effect that any creation by you or on your behalf of material which forms Digital Outputs is undertaken on terms that either the copyright in the digital material is assigned to you or that the copyright owner may not commercially exploit it;

- d. ensure that the Digital Outputs are kept up-to-date, function as intended and do not become obsolescent before the fifth anniversary of the Project Completion Date of the Project;
- e. comply with these terms of grant in relation to the digital files that make up the Digital Outputs for the period agreed in the Grant Notification Letter. For the avoidance of doubt, this includes ensuring that the digital files are held securely and are available on request to the public and to us;
- f. grant licences in respect of the Digital Outputs under the Creative Commons model licence Attribution Non-Commercial but not on other terms without our prior written consent;
- g. not otherwise exploit the Digital Outputs commercially without our prior written consent.

Grant payment and repayment

18. We will, up to the Grant Expiry Date, pay you the Grant or any instalment of it in line with these terms of grant and the procedures explained in *Receiving a grant* 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; and
 - b. we are satisfied that you are achieving (and will continue to achieve) or have achieved the Project in line with these terms of grant and that you are spending the Grant in proportion to any other funds you receive from other sources for the Project.
19. If you complete the Project without spending the full amount of the Grant, you must return the unspent amount to us immediately. We will not increase the Grant as the result of an overspend or otherwise. 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 no longer operate, or you are declared bankrupt or placed into receivership or liquidation;
 - b. you have, in our opinion, given us fraudulent, incorrect or misleading information;
 - c. you have acted negligently in any significant matter or fraudulently in connection with the Project;
 - d. any competent authority directs the repayment of the Grant;
 - e. there is a significant change in your status;
 - f. you knowingly withhold information that is relevant to the content of your Application; or
 - g. you fail to keep to any of these terms of grant.
20. If you sell or otherwise part with all or part of the Property without our permission under paragraph 11, or you receive money in some other way as a result of you not following these terms of grant, 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 paragraph 19.

General terms

21. If there is more than one of you, any liability under these terms of grant will apply to you all together and separately.
22. These terms of grant will last for the period set out in the Grant Notification Letter.

CONDITIONS OF EUROPEAN FISHERIES FUND (EFF) GRANT

The agreement is made this day of 22 January 2014 between:

Marine Management Organisation of Lancaster House, Hampshire Court,
Newcastle Upon Tyne NE4 7YH

-and-

Trading Title of Beneficiary: Copeland Borough Council

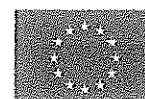
Address: The Copeland Centre, Catherine Street, Whitehaven, CA28 7SJ

Project Title: Copeland Coastal Interpretation

Application Reference No: NWC0038

General Conditions

1. The award of grant is based on statements made by you or your representative in the application form and, if applicable, subsequent correspondence. The making of false statements is an offence.
2. You must inform Marine Management Organisation, Lancaster House, Hampshire Court, Newcastle Upon Tyne NE4 7YH in writing:
 - If you plan to modify your project,
 - If you plan to change the funding package,
 - If you plan to change the contractors and/or suppliers specified in the offer letter,
 - If you plan to change the timetable of the project, or
 - If you plan to sell any item of infrastructure or stop or relocate any activity which the project is dependent on.
3. Your letter to us should provide justification for any changes.
4. There will be no increase in the EFF grant or, if applicable, MMO grant if the project costs increase but such grants will be reduced if the eligible project costs decrease. There is no guarantee that changes in costs or contractors/suppliers will be grant aided. However, we will consider approving increased costs which could not have been foreseen at the time that the application was approved.
5. If you subsequently apply for or receive grant from a further source not stated on your application form, you must inform the other sources of grant that



you are due to receive an EFF grant and, if appropriate, MMO grant for this project. You must also inform MMO of any such award of grant. If you do receive a grant from another source this may affect your entitlement to EFF funding which may be withheld, withdrawn or be required to be repaid. In particular, you should not receive financial assistance for your project from another EC scheme.

6. Your claim will not be paid if you have not accepted the terms of the MMO Offer Letter.

7. The grant payable will relate to the amount of eligible expenditure you have incurred excluding recoverable VAT. An exception to this rule may be made if you are not registered for the purposes of VAT and you are unable to recover VAT from your costs. In such cases, a declaration that you are not VAT registered will need to be provided before payment on a VAT-inclusive basis can be considered.

8. You may not use the EFF grant to cover the cost of interest on debt, the purchase of land for an amount not exceeding 10% of the total expenditure of the project or housing.

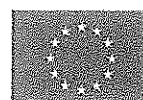
9. It is a condition of the award that you as beneficiary agree to meet any legal obligations imposed under EU and UK law, statutory instrument or bye-law, to obtain any necessary consents, rights and wayleaves, give any necessary notices and meet any specific rules, regulations and/or standards which may be relevant to the project. Measures relating to the improvement of the environment must comply with the requirements of EU and UK legislation relating to the Common Fisheries Policy, the environment and to water quality. For projects in the public sector, EU public purchasing rules must be fully respected.

10. An EFF grant cannot be paid in relation to any item not owned by you. Any items on hire purchase or leasing agreement must be paid for in full before they can be aided.

11. We can pay no grant on replacements where the costs are recoverable in whole or in part under an insurance policy or by way of compensation or damages.

12. The European Commission and MMO will have the right to publish brief details of successful projects, including the applicant's name or company name, description of project and any award of grant.

13. Any publicity given to the project must make reference to the part played by both the European Union in funding it and be agreed in advance with the MMO. This includes billboards which must be erected on the site of structural investments or construction operations costing over 500,000 Euros and permanent explanatory plaques which must replace the billboards within six months of completion of the project. Permanent explanatory plaques are also required for projects costing more than 500,000 Euros relating to the purchase of an item and in cases where funding is provided for the sustainable development of fisheries areas. You should ensure that third parties to your project are



informed that it has EFF funding and that paperwork relating to the project includes a statement to that effect.

14. The MMO will monitor the progress of all approved projects and you will be required to provide six-monthly updates on progress with your project. So that we can evaluate the effectiveness of your project and the scheme as a whole you will be required to submit a progress report on your business and performance of the project on an annual basis for 3 years from the date of payment of the final payment of grant.

15. Failure to observe the timetable for carrying out the project could lead to the cancellation or reduction of the grant awarded. However, before any such cancellation or reduction is made, MMO will seek an explanation for any delay. It may also wish to reclaim any assistance already paid in respect of the project, including interest thereon.

16. The MMO may write to you subsequently to request certain information to assist it with the monitoring and evaluation of your project. Your name and address may therefore be passed (in confidence) to an evaluator commissioned by MMO to undertake independent evaluation. Supply of this information within a reasonable period of the request is a condition of the payment of grant. Failure to supply the information could lead to cancellation or reduction of the grant awarded, or a requirement to repay grant already paid.

17. You must not modify your project within six years of the award of EFF grant if that modification would affect the nature of your project or any condition imposed on its implementation or would result in an unfair advantage being given to any third party. Within that period, you must also not dispose of any assets or infrastructure or stop or relocate any activity if that would result in a modification to your project.

18. The grant will be paid only after proven expenditure has been incurred and claimed. At this stage you may be asked to provide further details and information in support of your claim.

19. Claims in respect of projects where work commenced before the notified start of work date may be excluded from eligibility to receive grant. For capital projects, the only work which may be undertaken before that date is site purchase (not including the purchase of buildings to be grant aided), applications for planning permission, design and consultancy, the seeking of quotations and ordering of equipment.

20. Before any payments can be made, you must submit claims on the claim form supplied by MMO together with all necessary documentation **including invoices which must be fully receipted by the contractor to show the date and amount paid and signed by a member of the firm issuing the invoice.** If invoices do not comply with this condition, they will not be accepted and will be returned to you.



21. The dates by which your project should be completed and claim submitted are stated in the Offer Letter. MMO will allow extensions to the relevant dates only in exceptional circumstances. Failure to register a claim by the relevant date could mean that MMO will be unable to process it for payment and/or your grant award may be cancelled or reduced. Any difficulties likely to be incurred in meeting these deadlines must therefore be notified to MMO as soon as they become apparent.

22. Awards will normally be the subject of a single claim for the full amount but interim claims can be sought where the work is of a long term nature.

23. You must keep documentary evidence of expenditure for six years from the date of final payment of grant. Documentary evidence includes: order forms and delivery notes for plant and equipment; bills of quantity; tenders, estimates and quotations; architects' (etc.) certificates; statements and invoices; relevant books of account; drawings, plans and technical specifications. Failure to do so is an offence.

24. The project shall be available for inspection at all reasonable times by either European Commission, UK Government representatives, European Court of Auditors and you must provide them with access to relevant documents and give them such assistance as they may reasonably request in the exercise of their duties under the scheme. All records held by you or MMO have to be made available for inspection by the European Commission, European Court of Auditors and the National Audit Office.

25. The MMO may withhold part or all of the grant if it is not satisfied that you have properly incurred the expenditure or that you have carried out any necessary actions relating to the grant.

26. The MMO may require part or all of the grant to be repaid if it transpires that you made a fraudulent statement in your application or subsequent correspondence, if applicable, the grant was not used for the purpose for which it was granted or any condition of grant has not been complied with. You may be required to pay interest on the sum recovered.

Special Conditions

1. The project requires planning permission and this will need to be submitted to the MMO once obtained. No expenditure can be claimed prior to the planning permission being granted for the interpretation boards.

