



Civic Centre, Riverside, Stafford

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Dear Members

Cabinet

A meeting of the Cabinet will be held on **Thursday 6 April 2023** at **6.30pm** in the **Sheridan Room, Civic Centre, Riverside, Stafford** to deal with the business as set out on the agenda.

Please note that this meeting will be recorded

Members are reminded that contact officers are shown at the top of each report and members are welcome to raise questions etc in advance of the meeting with the appropriate officer.

A handwritten signature in black ink, appearing to read "I. Curran".

Head of Law and Administration

CABINET - 6 APRIL 2023

Chair - Councillor P M M Farrington

AGENDA

- 1 Minutes of 9 March 2023 as circulated and published on 10 March 2023.
- 2 Apologies
- 3 Councillors' Question Time (if any)
- 4 Proposals of the Cabinet Members (as follows):-

| | Page Nos |
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| (a) LEADER OF THE COUNCIL | |
| (i) Shared Services: Framework and Delegations | 3 - 22 |
| (b) COMMUNITY PORTFOLIO | |
| (i) Homelessness Prevention Grant - 2023 - 2025 | 23 - 26 |
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| (c) RESOURCES PORTFOLIO | |
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| CONFIDENTIAL | |

Report contains information which is likely to reveal the identity of an individual and information relating to the financial or business affairs of any particular person (including the authority holding the information).

Membership

Chair - Councillor P M M Farrington

| | |
|------------------|---|
| P M M Farrington | - Leader |
| F Beatty | - Economic Development and Planning Portfolio |
| J M Pert | - Deputy Leader and Community Portfolio |
| J K Price | - Climate Change Portfolio |
| R M Smith | - Resources Portfolio |
| C V Trowbridge | - Leisure Portfolio |
| M J Winnington | - Environment Portfolio |

Agenda Item 4(a)(i)

| | |
|--------------------------|--|
| Cabinet Date: | 6 April 2023 |
| Contact Officer: | Ian Curran |
| Telephone Number: | 01785 619220 |
| Ward Interest: | Nil |
| Report Track: | Cabinet 06/04/2023 Council 18/04/2023 |
| Key Decision: | Yes |
| Submission by: | Councillor P M Farrington, Leader of the Council |

Shared Services: Framework and Delegations

1 Purpose of Report

- 1.1 To agree the framework, and delegations, for sharing services with Cannock Chase District Council.

2 Proposal of Cabinet Member

- 2.1 That Cabinet:-

- (a) Approve and recommend to Council the framework agreement, attached as **APPENDIX 1**, underlying the principles upon which shared services will progress;
- (b) Approve and recommend to Council that Stafford Borough Council be the Lead Authority for the provision of shared services in respect of the Economic Development and Planning, Operations, Transformation and Assurance and Law and Governance Functions listed at **APPENDIX 2**, and that Cannock Chase District Council be the Lead Authority for the provision of shared services in respect of Regulatory Services, Wellbeing, Housing and Corporate Asset Management, Finance and Transformation and Assurance Functions listed at **APPENDIX 3**;
- (c) Recommend that Council delegate all non-Executive functions that relate to licensing and registration or regulatory matters, except where

decisions on those functions have been reserved to full Council or to one of its committees, to Cannock Chase District Council under section 101 of the Local Government Act 1972 with immediate effect;

- (d) Recommend that Council accept the delegation by Cannock Chase District Council of all non-Executive functions that relate to town and country planning and development control (including functions relating to Tree Preservation Orders, hedgerow protection and high hedge regulation), except where decisions on those functions have been reserved to full Council or one of its committees, and agree that those functions be delegated to the Officers of Stafford Borough Council in accordance with the scheme of delegation for its own Town and Country Planning and Development Control functions;
- (e) Recommend to Council that all Council officers are placed at the disposal of Cannock Chase District Council, under section 113 of the Local Government Act 1972, for the purposes of any functions undertaken by a shared service.

2.2 That, subject to Council approving the recommendations set out in 2.1 above:-

- (a) the Regulatory Services, Wellbeing, Housing and Corporate Asset Management, Finance and Transformation and Assurance functions listed at **APPENDIX 3** be delegated to the Executive of Cannock Chase District Council under Section 9EA of the Local Government Act 2000 and Section 101 of the Local Government Act 1972 and Regulations made under those Sections with immediate effect;
- (b) the delegation by the Executive of Cannock Chase District Council of the Economic Development and Planning, Operations, Transformation and Assurance and Law and Governance Functions listed at **APPENDIX 2** to the Executive of Stafford Borough Council be accepted;
- (c) the Economic Development & Planning, Operations, Transformation and Assurance and Law and Governance Functions delegated under paragraph 2.2(b) be delegated to the Officers of Stafford Borough Council in accordance with the scheme of delegation for its own Economic Development and Planning, Operations, Transformation and Assurance and Law and Governance functions.
- (e) the Leader be authorised to approve individual Service Level Agreements for each service, in consultation with the Chief Executive.

3 Key Issues and Reasons for Recommendations

- 3.1 On 6 and 7 December 2022, respectively, both Stafford Borough Council and Cannock Chase District Council approved the Business Case for the wider sharing of services, including a shared Chief Executive and Leadership Team.
- 3.2 It is proposed that each Council enters into a Framework Agreement to agree some of the principles set out in the Business Case.
- 3.3 The Business Case advised that sharing would be carried out on the basis of each Council being the Lead Authority for the delivery of certain services, and there is a need to agree those arrangements.
- 3.4 In order to allow collaboration to take place, Cabinet need to delegate relevant functions to the Executive of Cannock Chase District Council and agree to accept delegations for other Executive functions from Cannock Chase District Council.
- 3.5 Delegation of functions between authorities is permitted by Section 101 of the Local Government Act 1972 and Section 9EA of the Local Government Act 2000, together with the Regulations made under those Acts.

4 Relationship to Corporate Business Objectives

- 4.1 The delivery of services supports all the Council's Corporate Priorities.

5 Report Detail

- 5.1 On 6 and 7 December 2022, respectively, both Stafford Borough Council and Cannock Chase District Council approved the Business Case for the wider sharing of services, including a shared Chief Executive and Leadership Team. All Council services are to be shared with the exception of Housing Services funded by the Housing Revenue Account at Cannock Chase Council, the management of Housing Registers and the management and delivery of Elections.
- 5.2 The Business Case set out the 3 key models available for the delivery of shared services. Previous shared services have been operated on the basis of the "Lead Authority" model whereby the delivery of particular services are led by one authority. The Lead Authority acts as the employer of all staff within that service and has functions delegated to it to enable it to deliver those services to both Councils. The Business Case set out the advantages and disadvantages of each model and advised that the Lead Authority model was retained for the wider sharing of services.
- 5.3 In order to reduce and equalise pension liabilities across each Council, it is proposed that an equitable split of services is agreed. The allocation of services across each Council has been based on head count/salary costs and ensures a mix of front line and corporate services are led by each Council. It

is therefore proposed that Stafford Borough Council lead on the delivery of Economic Development and Planning, Operations, Law and Governance, and that Cannock Chase District Council lead on the delivery of Regulatory Services, Wellbeing, Finance and Housing and Corporate Asset Management. The Transformation and Assurance services are to be split across both Councils, with the majority being led by Stafford Borough Council.

- 5.4 The Business Case agreed certain principles for the progression of shared services, including the vision behind sharing services, the legal basis for sharing, governance arrangements, and how costs, savings and staffing would be shared between the Councils.
- 5.5 The Business Case also set out the Transformation Process that will follow the initial sharing of services. It should be noted that “converging” and transforming services, particularly where they remove duplication across each Council, can lead to efficiency savings and greater resilience within teams. However, once services begin sharing resources, there will be practical and financial costs in the event that shared service arrangements are discontinued in future. It is therefore advised that the Councils acknowledge this and agree the principles around how they will work together if one Council decides to discontinue arrangements.
- 5.6 It is advised that each Council enters into a Framework Agreement to substantiate some of these principles. The proposed agreement is attached as **APPENDIX 1**. It:
- enshrines the vision for shared services into a formal agreement,
 - provides confirmation that staff can be placed at the disposal of each Council in respect of shared services,
 - agrees terms of reference for the Joint Strategic Board and Joint Operational Board,
 - formally agrees the financial principles behind sharing services,
 - provides a process for dealing with any conflicts or disputes that may arise between the Councils in relation to shared services,
 - agrees the method by which either Council could discontinue shared service arrangements in future.
- 5.7 The Lead Authority model will involve the transfer of staff, and relevant resources relating to that service, to the lead authority. It will also involve the delegation of decision making, in respect of that service, to the lead authority. Specific details on the staff, and any other resources, to be transferred will be agreed through individual Service Level Agreements for each service.
- 5.8 Although staff will be employed by one authority, they will need to carry out duties, and make delegated decisions, on behalf of either authority. It is therefore proposed that each employing authority agrees that its staff can be placed at the disposal of the other authority under section 113 of the Local

Government Act 1972. This would allow all shared staff to act as officers of either authority for the purposes of delegated decision making.

- 5.9 Delegation of functions between authorities is also permitted by Section 101 of the Local Government Act 1972 and Section 9EA of the Local Government Act 2000, together with the Regulations made under those Acts.
- 5.10 The delegation of functions to a Lead Authority would clearly identify this as a collaborative arrangement between the two Councils and distinguish it from a procurement/outsourcing arrangement. The Regulations also permit the Council receiving the delegation to further delegate the functions to Committees or officers subject to any limitation in the arrangement. It is not proposed to put any limitations in the arrangement but to allow the receiving authority to delegate in accordance with its own scheme of delegation for officers.
- 5.11 Development Control and Licensing/Regulatory functions will need to be delegated by full Council as they are not Executive functions. Where decisions have been reserved to member committees at each Council (e.g. Planning Committee, Licensing Committee etc.), they will remain so reserved. It should also be noted that, although advising on policy and strategy development is delegated, the approval of policies is not. Policies which are currently approved by members will still be approved by each authority separately.
- 5.12 Although functions are delegated to one Lead Authority, that does not prevent the originating authority from also carrying out those functions if it wishes. This provides protection to the delegating authority should it need to override the delegation at any stage. The delegation of functions will not necessarily trigger the transfer of staff under TUPE. This will only be triggered once the lead authority starts to use its new delegations to provide the shared service. Commencement dates for each service will be agreed under individual Service Level Agreements.
- 5.13 The functions set out in the Appendices are a broad description of the services. The detailed specification and the performance and control measures will be included in and governed by the individual service level agreements for each service.
- 5.14 Both Councils have agreed terms of reference for a Joint Strategic Board and a Joint Operational Board. These Boards will allow members to monitor, and review, the implementation of shared services going forward. Scrutiny Committees will remain able to review the performance of services at each Council regardless of which Council leads the service.

6 Implications

6.1 Financial

There are significant financial implications arising from the formation of the shared service and transformation of services. These will be evaluated and developed as the shared service is implemented, for example the delivery of the savings targets and realignment of budgets. Subsequent reports will be developed and presented as appropriate during the process.

The pension liabilities have been split equally between the councils, as per the report above, with the exception being those attached to the HRA at Cannock which will be borne by the HRA.

6.2 Legal

Councils legal basis for sharing services is collaboration through the delegation of functions to a Lead Authority under Section 101 of the Local Government Act 1972, and section 9EA of the Local Government Act 2000. Section 113 of the Act also allows officers to be placed at the disposal of another local authority in order to exercise its functions.

6.3 Human Resources

All substantive Heads of Service at both Councils will be assimilated into their new roles effective 1 April 2023 and recruitment is in process to appoint to the Deputy Chief Executive - Place. Internal recruitment for the Head of Regulatory Services and Head of Wellbeing is also progressing.

TUPE transfers of employees are yet to be considered but will follow the required consultative processes and will be staggered in line with restructure proposals as and when they are agreed.

6.4 Human Rights Act

None

6.5 Data Protection

None

6.7 Risk Management

Risks associated with shared services were previously set out and considered by Council as part of the Business Case. Implementation of shared services will be monitored by the Joint Operational Board.

6.8 Community Impact Assessment Recommendations

Impact on Public Sector Equality Duty:

The Borough Council considers the effect of its actions on all sections of our community and has addressed all of the following Equality Strands in the production of this report, as appropriate:-

Age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation.

Wider Community Impact:

7 Previous Consideration

8 Background Papers

Appendix 1

Committee: Cabinet
Date of Meeting: 6 April 2023

Shared Services: Framework and Delegations

Dated: 2023

Shared Services Framework Agreement

Between

(1) **CANNOCK CHASE DISTRICT COUNCIL** of Civic Centre, Beecroft Road, Cannock, Staffordshire WS11 1BG (“CCDC”)

and

(2) **STAFFORD BOROUGH COUNCIL** of The Civic Centre, Riverside, Stafford ST16 3AQ (“SBC”);

together called “the parties”

BACKGROUND

- (1) At their respective Council meetings, of 6 and 7 December 2022, SBC and CCDC agreed to approve the wider sharing of services including a shared Chief Executive and Leadership Team.
- (2) The parties also agreed a business case and a vision for the further sharing of services.
- (3) The legal basis for the sharing is Section 101 of the Local Government Act 1972, which allows each authority to arrange for the discharge of any of its functions by another authority, and Section 113 of the Local Government Act 1972 which enables each authority to place staff at the disposal of the other

IT IS AGREED AS FOLLOWS

1 Definitions and Interpretation

1.1 In the Agreement the following words and phrases shall have the following meanings:

“Authority” means either CCDC or SBC and “authorities” means both CCDC and SBC

“Exit Strategy” means a strategy and details to facilitate an exit from this Agreement and an end to some or all Shared Services.

“Initial term” means the period from the date of this Agreement to the 31 March 2028.

“Joint Operational Board” (“JOB”) means the joint member board established by the parties to drive forward and oversee the operation of the Shared Services.

“Memorandum of Understanding” means the memorandum of understanding on Sharing Services set out in reports to the Council of each party on 19 and 27 April 2022, or any revisions agreed between each party thereafter.

“Service Level Agreement” means a document agreed by both Councils setting out the service delivery, staffing, property, data sharing and cost implications of implementing shared services for a particular service/function.

“Shared Officer(s)” means any officer(s) employed by either CCDC or SBC placed at the disposal of the other for the purposes of discharging Shared Services and any function of the other authority.

“Shared Service” means a service provided by a single team of officers employed by either CCDC or SBC for both CCDC and SBC

- 1.2 Words importing the singular number shall include the plural and vice versa.
- 1.3 Titles and headings to clauses are for convenience only and shall not affect the construction or interpretation of the Agreement.
- 1.4 Notwithstanding any breach of this Agreement by any party, and without prejudice to any other rights which the other party or parties may have in relation to it, the other party or parties may elect to continue to treat this Agreement as being in full force and effect and to enforce its or their rights under this Agreement. The failure of any party to exercise any right under this Agreement, including any right to terminate this Agreement and any right to claim damages, shall not be deemed a waiver of such right for any continuing or subsequent breach.

2 Principles

- 2.1 The parties will work together to deliver the Vision for Shared Services which is:
- Each council should retain its distinct and local identity, including decision making powers, service priorities, direction and accountability;
 - To deliver improved outcomes for local people at the same or reduced cost than could be achieved if services continue to operate separately;
 - “One team supporting both councils”;
 - Transformation of services and processes through process re-engineering, smarter working and the use of improved technology.
- 2.2 The parties will work together in accordance with the principles underlying the Vision for Shared Services which are that CCDC and SBC working together will be:
- Ambitious for our communities and clear about our purpose;
 - Collaborative in how we work;
 - Effective and efficient
 - Resilient; and
 - A more attractive employer.
- 2.3 The parties recognise that the commitment to Shared Services is long term and that the development of shared services will take place in an incremental way through agreement by each of the authorities
- 2.4 Accountability for services delivered through joint working between the parties shall remain with the authority with whom the statutory responsibility lies.

3 Governance

- 3.1 The parties will establish a Joint Strategic Board (“JSB”) and a Joint Operational Board (“JOB”) comprising members from each authority.
- 3.2 The proposed terms of reference of the JSB and JOB, and overall governance arrangements, are set out in Appendix 1 of this Agreement.
- 3.3 For the avoidance of doubt the parties confirm that the JSB and JOB have no decision making powers.
- 3.4 The parties may amend the terms of reference of the JSB and JOB from time to time as Shared Services develop. Any such amendment shall be agreed by each authority, taking into account any recommendation from the respective Boards.

- 3.5 Each authority shall continue to have autonomy in decision making but shall take into account the views and recommendations of the JSB and JOB in considering any issue relating to the Shared Services.

4 Term

- 4.1 This Agreement shall commence on 1 April 2023 and shall continue until terminated by either party in accordance with the provisions of Clause 11.2 of this Agreement or by mutual consent.
- 4.2 The parties confirm their commitment to the long term nature of the Shared Service Vision and recognise that withdrawal from Shared Services would create significant implications for service delivery and for staff.

5 Review

- 5.1 The parties shall review the operation of this Agreement by no later than 1 August each year to assess whether or not the arrangements contained in this Agreement continue to meet the requirements of both parties and are delivering the Vision of Shared Services.

6 Staffing Arrangements

- 6.1 CCDC and SBC shall each place at the disposal of the other, for the purposes of discharging Shared Services and any function of the authority, the services of officers employed by that authority (“the Shared Officers”).
- 6.2 Without prejudice to the generality of clause 6.1 CCDC and SBC shall place at the disposal of the other authority:
- 6.2.1 Chief Executive;
 - 6.2.2 Deputy Chief Executives;
 - 6.2.3 Heads of Service;
 - 6.2.4 Officers employed in Shared Services;
 - 6.2.5 Any other officers employed by CCDC and SBC who are required to provide services to the other authority.
- 6.3 CCDC and SBC acknowledge that any Shared Officer placed at the disposal of the other authority will have been consulted beforehand on an individual basis in accordance with s113 of the Local Government Act 1972.
- 6.4 For superannuation purposes service rendered by an officer of one authority whose services are placed at the disposal of the other is service rendered to the authority by whom they are employed.

- 6.5 An officer whose services are placed at the disposal of the other authority shall be treated as an officer of that other authority for the purposes of any enactment relating to the discharge of local authorities' functions.
- 6.6 Nothing in this Agreement will be construed or have effect as construing any relationship of employer and employee between officers placed by their employing authority to the other authority and that other authority.
- 6.7 Where an officer is placed by their employing authority at the disposal of the other authority, such other authority shall not do anything that would breach the employment contract of that Shared Officer and shall have no authority to vary the terms of the employment contract of the Shared Officer nor make any representations to such officer in relation to the terms of such employment contract.
- 6.8 The parties shall consult with each other as often as may be necessary in relation to the management of the Shared Officers.
- 6.9 The parties will consult each other before proceeding to fill any staff vacancy where the vacant post might contribute to the delivery of shared services.
- 6.10 The employing authority of a Shared Officer shall continue to manage, appraise and (if necessary) discipline the Shared Officer during any period in which the Shared Officer is placed at the disposal of the other authority.
- 6.11 The parties shall provide each other with such information and assistance as they may reasonably require in order to carry out their obligations in respect of the Shared Officers.

7 Cost of Shared Services

- 7.1 The parties are committed to the fundamental principles that any savings generated by Shared Services will be shared across the authorities in line with the provision of the service as per the baseline position at the point of formation of the shared service to each authority and that any costs associated with the shared services will be shared on the same basis unless specifically agreed otherwise. Should any new services be provided or existing removed by one authority any costs or savings associated with this would be borne solely by that one authority.
- 7.2 Without prejudice to clause 7.1 each Shared Service shall be funded by CCDC and SBC on an activity-based costing basis.
- 7.3 Each Service Level Agreement prepared in respect of a proposed Shared Service shall specify the allocation of cost in accordance with an appropriate mechanism of cost sharing which will be specific to each Service Level Agreement and as agreed by both Councils on a case-by-case basis.

- 7.4 The parties will work together to ensure that the details of the full financial implications of Shared Services are available to each authority in order that they can be fully taken into account in each authority's budget setting and review.

8 Insurance

- 8.1 The parties will each take out and maintain in full force with a reputable insurance company adequate employee liability insurance cover in respect of officers employed by the party and those shared with it in accordance with this Agreement.

9 Conflicts

- 9.1 If any situation arises where there is a potential or actual conflict of interest or a perceived conflict of interest between CCDC and SBC, the shared Chief Executive shall:
- 9.1.1 Draw such conflict to the notice of the Deputy Chief Executives and Monitoring Officer in writing;
 - 9.1.2 Remove himself from all aspects of the decision-making process in relation to the situation, and nominate a different member of Leadership Team ("Nominated Officer") to represent the interests of each authority on that issue;
 - 9.1.3 Provide the Nominated Officer with such resources as they require to ensure that the interests of each authority are appropriately represented including taking independent professional advice or seeking independent third party support if appropriate.
- 9.2 On receipt of notice under clause 9.1.2 each Nominated Officer shall immediately:
- 9.2.1 represent only the interests of the authority for which they have responsibility to the best of his or her ability;
 - 9.2.2 notify the Section 151 officer and the Monitoring Officer of the circumstances of the conflict;
 - 9.2.3 ensure that officers instructed to provide them with support are clearly informed that a conflict between the two authorities exists and are notified to which authority the Nominated Officer is reporting; and
 - 9.2.4 ensure that officers are not or might not be compromised in any way in performing their duties on behalf of either or both of the authorities;
- 9.3 If it becomes apparent to a Nominated officer acting on receipt of a notice under clause 9.1 that the interests of the authority for which he or she has

responsibility or the position of any officer supporting him or her will or might be compromised the Nominated Officer shall immediately make arrangements for independent professional advice or independent third party support.

9.4 The parties shall ensure that procedures and safeguards are in place to identify such conflicts at an early stage.

9.5 The parties shall keep a written record of any such conflicts which have been identified and how such conflicts have been resolved.

10 Dispute Resolution

10.1 Initially, if the parties are unable to agree a matter arising under the terms of this Agreement, or relating to the delivery of any Shared Service, such dispute shall be referred to the Chief Executive with a view to resolution.

10.2 Should the dispute remain unresolved, the matter shall be referred to the JSB with a view to resolution.

10.3 Should the dispute still remain unresolved, the parties shall seek to resolve it amicably by using an alternative dispute resolution procedure acceptable to them both before pursuing any other remedies available to them.

10.4 If any party fails or refuses to agree to or participate in the alternative dispute resolution procedure or the dispute is not resolved to the satisfaction of any party within 90 days after it has arisen, the dispute shall be referred to arbitration.

10.5 Such arbitration shall be undertaken by a single arbitrator to be agreed upon by the parties. In default of agreement, the arbitrator shall be appointed in accordance with a nomination from the President or any Vice-President for the time being of the Chartered Institute of Arbitrators. The arbitration shall be undertaken in accordance with the provisions of the Arbitration Act 1996 and the costs of the arbitration shall be shared equally between CCDC and SBC.

11 Termination and Exit Strategy

11.1 Neither authority may seek unilaterally to terminate or withdraw from Shared Services either in whole or in part during the Initial Term.

11.2 If either authority wishes to consider unilateral termination/withdrawal from Shared Services in whole or in part following the expiry of the Initial Term, it shall first raise its concerns and/or proposals at the JSB (or any successor joint forum or joint decision making body)

11.3 If either authority, following such discussion, then wishes to consider termination of Shared Services, it shall give at least two years' notice of such termination, to expire on 31 March in any year. For the avoidance of doubt this means that the earliest date an authority is able to give two years' notice

of termination/withdrawal shall be 1 April 2028 and the earliest date any such notice shall take effect is 31 March 2030

11.4 Upon termination of this Agreement whether by mutual consent or through notice of termination in accordance with clause 11.3 or otherwise the parties shall agree an Exit Strategy to include determination of issues relating to:

11.4.1 employment and redundancy;

11.4.2 asset management;

11.4.3 IT;

11.4.4 documents and information compiled or acquired by the parties during the Term of the Agreement.

11.4.5 apportionment of costs associated with termination and exist including any third-party claims.

11.5 If the parties are unable to agree an Exit Strategy the parties shall agree to appoint an independent arbitrator who shall prepare an Exit Strategy on behalf of both authorities and which both authorities shall implement.

11.6 In default of agreement, the arbitrator shall be appointed in accordance with a nomination from the President or any VicePresident for the time being of the Chartered Institute of Arbitrators and the costs shall be shared equally between CCDC and SBC.

11.7 The parties agree that the key principles in the preparation and implementation of any Exit Strategy shall be continuity of excellent service delivery and fair treatment of staff.

12 Variation and Waiver

12.1 No modification variation or amendment to this Agreement shall be effective unless agreed by the parties in writing.

13 Third Parties

13.1 It is agreed for the purposes of the Contract (Rights of Third Parties) Act 1999 that this Agreement is not intended to and does not give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.

14 Governing Law and Jurisdiction

14.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales.

SIGNED ETC

APPENDIX ONE

Terms of Reference of the Joint Strategic Board (“JSB”) and Joint Operation Board (“JOB”)

(i) Joint Strategic Board (Members)

Membership: the two Leaders and their Deputies . The Board would be supported by the Chief Executive (or their nominated deputy in their absence)

Purpose: the Board would have responsibility for ensuring delivery or/compliance with the Memorandum of Understanding, considering opportunities for shaping of policies, other shared/ joint working and considering any points of dispute that cannot be resolved by the Chief Executive. The Board will report back on any matters/concerns to the respective Cabinets.

As required, the Strategic Board can set up joint Member Working Groups, comprising officers and Members, to review differences in approach / policy between the two Councils and to report back their findings to the Strategic Board for consideration.

Meetings: to be held quarterly initially and moving to half yearly once the shared Leadership Team is firmly established (approx. 1-2 years)

(ii) Joint Operational Board (Members)

Membership: 10 Members, 5 from each Council. This would comprise:

Council Leaders, the Cabinet Members with responsibility for finances and corporate matters and 3 other Members (to include the Leaders of the Opposition or their nominated deputy) from each Council, to be appointed annually. To be chaired alternately by each Leader. The Chief Executive (or a nominated Deputy in their absence) will provide support to these meetings along with the lead officer responsible for the delivery of shared services.

Purpose: to be responsible for strategic assurance and monitoring of the implementation programme across each organisation, ensuring the shared services programme delivers to agreed strategic objectives and timescales.

Meetings: quarterly.

This Board would be dissolved once the shared Leadership Team has been established, services have been shared and transformation work is substantially completed. (it is envisaged that this will take 2-3 years).

Appendix 2

Committee: Cabinet

Date of Meeting: 6 April 2023

Shared Services: Framework and Delegations

Lead Authority: Stafford Borough Council

Economic Development and Planning

- Economic Development including:
 - Business support, inward investment, tourism, skills development
 - UK Shared Prosperity Fund delivery
 - Bidding for external funding
- Major capital projects (including Levelling Up Fund, Future High streets fund)
- Planning Services including:
 - Development Management
 - Planning Enforcement
 - Planning Policy (including Local Plans, CIL Allocations, CIL / Section 106 monitoring, Cannock Chase Special Area of Conservation / Area of Outstanding Natural Beauty)
 - Conservation - listed structures, development within designated conservation areas

Operations

- Streetscene (ie Grounds Maintenance, Street Cleansing and street furniture)
- Parks, Play Areas and Open Spaces
- Countryside Management
- Management of the Waste & Recycling Contracts
- Bereavement Services
- Fleet Management & Vehicle Workshop
- Markets (indoor and street markets)
- Car Parks - maintenance and management
- Trees - maintenance and tree preservation orders
- Land drainage and flooding (Council land)

Law and Governance

- Legal
- Democratic Services
- Information Governance (Data Protection, Freedom of Information and Document Management)
- Civic and Corporate Support

Transformation and Assurance

- Human Resources (including Payroll)
- Information Technology (including Reprographics)

Appendix 3

Committee: Cabinet

Date of Meeting: 6 April 2023

Shared Services: Framework and Delegations

Lead Authority: Cannock Chase Council

Regulatory Services

- Climate Change
- Environmental Health (food safety, health & safety of businesses, environmental protection, licensing)
- Private Sector Housing (housing standards and enforcement)
- Building Control
- Civil Contingencies (emergency planning and business continuity planning)
- Land Charges and Searches
- Street Naming & Numbering

Wellbeing

- Housing Strategy
- Homelessness
- Housing Register - SBC only
- Disabled Facilities Grants
- Health in All Policies and reducing health inequalities
- Working with the voluntary sector
- Safeguarding and Vulnerable People (eg domestic violence)
- Management of the Leisure Contract
- Community Safety and CCTV

Housing and Assets

- Corporate Asset Management (includes building maintenance, caretaking and cleaning of Council buildings, energy management, management of industrial units, land disposals)

Finance

- Finance - management of the Council's Finances
- Revenues (Business Rates and Council Tax Billing and collection) and Benefits (Housing Benefits and Council Tax)

Transformation and Assurance

- Internal Audit
- Insurance and Risk Management
- Health and Safety (the Councils' employees and premises)
- Procurement
 - Corporate Business Planning & Performance Management
 - Transformation of Shared Services
 - Customer Services (Reception and Contact Centre)
 - Communications (including graphic design, management of the Council's websites, intranet sites and social media accounts)

Agenda Item 4(b)(i)

| | |
|--------------------------|--|
| Cabinet Date: | 6 April 2023 |
| Contact Officer: | Anna Nevin |
| Telephone Number: | 01785 619176 |
| Ward Interest: | Nil |
| Report Track: | Cabinet 06/04/2023 (Only) |
| Key Decision: | No |
| Submission by: | Councillor J M Pert, Community Portfolio |

Homeless Prevention Grant 2023-2025

1 Purpose of Report

- 1.1 To request authority is delegated to the Head of Service and Cabinet Member to spend the Government allocated Homeless Prevention Grant, 2023 - 2025.

2 Proposal of Cabinet Member

- 2.1 That the content of this report is noted and permission is given to delegate authority to the Head of Service and Cabinet Member to agree the detailed spending of the Homeless Prevention Grant 2023-2025.

3 Key Issues and Reasons for Recommendations

- 3.1 In December 2022 Government announced the local authority allocations of Homeless Prevention Grant for 2023/24 and 2024/25. The current allocation runs to the end of March 2023 and work is underway to allocate the resources for the next two financial years. To ensure smooth operation of the service and ensure no disruption, permission is requested to continue to develop the spending programme, with delegated authority being given to the Head of Service and Cabinet Member to approve the final detailed spend, which is in line with the grant purpose and the agreed Council budget.

4 Relationship to Corporate Business Objectives

- 4.1 The funding allocation is to prevent and relieve homelessness which directly contributes to Corporate Business Objective 2 "To improve the quality of life of

local people by providing a safe, clean and attractive place to live and work and encouraging people to be engaged in developing resilient communities that promote health and wellbeing”.

5 Report Detail

- 5.1 In December 2022 Government announced the Homeless Prevention Grant funding allocations to local authorities for 2023/24 and 2024/25. The purpose of the Homelessness Prevention Grant is to give local authorities control and flexibility in managing homelessness pressures and supporting those who are at risk of homelessness. Stafford have been allocated £218,398 for 2023/24 and £223,319 for 2024/25 an increase on the 2022/23 allocation of £198,416.
- 5.2 The spend this year and in previous years of the Homeless Prevention Fund has been in line with Stafford’s Homelessness and Rough Sleeper Strategy 2020-2025. Activity has covered 6 main areas; supported accommodation, sanctuary schemes to prevent domestic abuse victims becoming homeless, staffing costs, the homelessness IT system, contributions to support agencies and, funding for activities such as rent in advance, deposits and writing off rent arrears, with support being given in line with our Statutory Duties, and in particular the Homelessness Reduction Act 2018. All of these activities that funding will be allocated to contribute towards the purpose of the grant, which is: ending rough sleeping by increasing activity to prevent single homelessness; reducing the number of families in temporary accommodation by maximising family homeless prevention and, reducing the use of bed and breakfasted accommodation for families and eliminating family bed and breakfast placements beyond the statutory six-week limit.
- 5.3 It is anticipated that future spend will be on these same broad activities and costings for each of the areas are in the process of being established. Some flexibility is also required over the two-year period in order to be able to respond to different pressures as they arise; for this reason it is requested that Cabinet delegates authority for the detail of the spend to be approved by the Head of Service in consultation with the Cabinet Member so that delivery of this critical service can continue.

6 Implications

6.1 Financial

DLUHC has confirmed the next two year’s funding allocations for the Homelessness Prevention Grant, allocating Stafford Borough Council £218,398 in 2023/24 and £223,319 in 2024/25. The grant is ringfenced and includes funding for homelessness as a result of domestic abuse. The purpose of the grant is to:

- Embed the Homelessness Reduction Act and contribute to ending rough sleeping by increasing activity to prevent single homelessness.

- Reduce the number of families in temporary accommodation by maximising family homelessness prevention.
- Reduce the use of bed and breakfast accommodation for families and eliminate family B&B placements beyond the statutory six-week limit.

DLUHC has put additional conditions on the grant for 2023/24 and 2024/25. This includes a requirement to provide a spend declaration stating how much Homelessness Prevention Grant funding was spent across specific interventions. In addition, DLUHC expects the Council to submit accurate Homelessness Case Level Information Collection data, including full data on temporary accommodation numbers. DLUHC has the right to claw back up to 10% of the funding where this condition has not been met without good cause.

Any delegation of authority should therefore be given with the above conditions in mind. It would be prudent to ensure that all grant conditions relating to temporary accommodation numbers are met before the final 10% of each year's grant is committed to reduce any financial risk to the Council.

6.2 Legal

6.3 Human Resources

6.4 Human Rights Act

6.5 Data Protection

6.6 Risk Management

6.7 Community Impact Assessment Recommendations

Impact on Public Sector Equality Duty:

Wider Community Impact:

V1 15/02/2023 13.29

7 Previous Consideration

Nil

8 Background Papers

Agenda Item 4(b)(ii)

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|--------------------------|--|
| Cabinet Date: | 6 April 2023 |
| Contact Officer: | Tracy Redpath |
| Telephone Number: | 01785 619195 |
| Ward Interest: | Nil |
| Report Track: | Cabinet 06/04/23 (<i>Only</i>) |
| Key Decision: | Yes |
| Submission by: | Councillor J M Pert, Community Portfolio |

Serious Violence Duty 2022

1 Purpose of Report

- 1.1 To provide members with an update on the new Serious Violence Duty that has been introduced as part of the Police Crime, Sentencing and Courts Act, the Duty commenced on 31 January 2023.

2 Proposal of Cabinet Member

- 2.1 To consider the additional statutory duties which are now placed upon the council and to agree the following recommendations:
- that the new duties are incorporated into relevant council policies and plans.
 - that the new Head of Wellbeing, when appointed, is nominated as the council's Senior Responsible Officer (SRO) on relevant partnership boards including the Staffordshire Violence Reduction Executive.
 - the requirements of the duty are encompassed within the existing Community Wellbeing Partnership governance arrangements and terms of reference.
 - the existing Community Wellbeing Strategy is reviewed and updated to ensure that it encompasses all of the requirements set out in the new duty.
 - the Community Wellbeing Partnership provide regular updates to cabinet and council on the progress being made against the new duty and include this in performance updates to the relevant scrutiny committee.

3 Key Issues and Reasons for Recommendations

- 3.1 The new Serious Violence Duty has been introduced as part of the Police Crime, Sentencing and Courts Act and commenced on 31 January 2023. It is a key part of the Government's wider programme of work to prevent and reduce serious violence; taking a whole-system approach to understand the causes and consequences of serious violence, focused on prevention and early intervention. A National Oversight Group will be set up to drive cross sector delivery of the duty.
- 3.2 The new duty requires organisations to work together to plan, share data, intelligence, and knowledge, to generate evidence-based analysis of the problem and solutions to prevent and reduce serious violence in local areas. The legislation provides sufficient flexibility for relevant organisations to work together in the most effective local partnership for any given area and for Stafford borough this will be via the Community Wellbeing Partnership.
- 3.3 The Crime and Disorder Act 1998 will be amended to ensure that tackling serious violence is an explicit priority for Community Safety Partnerships.
- 3.4 The duty includes a 'New burden' funding which will be channelled via Police and Crime Commissioners, for Staffordshire this will be administered by the office of the Staffordshire Commissioner. Although Police Crime Commissioners are not a specified authority under the duty, they are expected to carry out several functions relating to it.
- 3.5 The specified authorities included in the legislation that will be responsible for delivering the duty are: Police, Fire, Health, Justice and local authorities, these are currently the same as the responsible authorities for community safety.
- 3.6 Duty holders will be required to work together to establish a local problem profile and to develop and publish a local strategy by the end of January 2024 and to carry out annual reviews. For Stafford borough this will be incorporated into the refresh of the Community Wellbeing Strategy that currently adopts a public health approach and is owned and monitored by the Community Wellbeing Partnership.

4 Relationship to Corporate Business Objectives

- 4.1 This directly supports the delivery of corporate business objective 2 but interlinks with all of the other business objectives in the Corporate Business Plan.

5 Report Detail

- 5.1 Serious Violence has a devastating impact on the lives of victims and families, it instils fear within communities and is extremely costly to society. Incidents of serious violence nationally, have increased since 2014. Following public

consultation in July 2019, the government announced that it would bring forward legislation introducing a new Serious Violence Duty on a range of specified authorities and on 28th April 2022 the Police, Crime, Sentencing and Courts (PCSC) Bill received Royal Assent. The new Serious Violence Duty has been introduced as part of the Police Crime, Sentencing and Courts Act and commenced on 31 January 2023. It is a key part of the Government's wider programme of work to prevent and reduce serious violence; taking a whole-system approach to understand the causes and consequences of serious violence, focused on prevention and early intervention.

- 5.2 In addition to tough law enforcement, agencies need to understand and address the factors that cause someone to commit violence crime, this includes where coercion is a factor regarding vulnerable children and adults. The Duty aims to ensure that agencies are specifically focused on prevention activities but also have the flexibility to engage and work in an effective partnership together taking a whole-system approach to serious violence.
- 5.3 The duty states that specified authorities should undertake an evidence-based analysis of the causes of serious violence within their area and use this to develop a local strategic needs assessment which should inform the local strategy. The strategy should contain bespoke solutions to prevent and reduce serious violence in their area and should be reviewed on an annual basis.
- 5.4 In response to this, the Crime and Disorder Act 1998, has been amended to ensure that tackling serious violence is an explicit priority for Community Safety Partnerships.
- 5.5 Amendments following the Parliamentary passage of the PCSC Act include:
 - making clear that the definition of violence for the purpose of the Duty includes domestic abuse and sexual violence, the detail of which needs to be determined locally.
 - excluding patient information (as defined in section 10 of the PCSC Act 2022) from the scope of the data sharing provisions provided for in respect of the Duty. In addition, health or social care authorities (as defined in section 10) cannot share personal information (as defined in section 10) under the data sharing provisions in respect of the Duty.
 - restricting data requests from local policing bodies (PCCs, and in London the Mayor's Office for Policing and Crime and the Common Council of the City of London as police authority) to information already held by an authority to whom the request is made.
 - that the Secretary of State lays a copy of the statutory guidance for the Serious Violence Duty in Parliament.
 - clarifying on the face of the legislation that specified authorities must publish a strategy and that regulations provide further detail about the publication or dissemination of a strategy.
- 5.6 The duty outlines the requirement for specific authorities to work together, share data, formulate a problem profile/strategic needs assessment and produce a strategy stating how they will deal with the issues. The specified

authorities are local authorities, police, fire and rescue, health and youth offending teams. Educational institutions and prisons/youth custodial institutions will be under a separate duty to co-operate with core duty holders when asked and there will be a requirement for the partnership to consult with these institutions in the preparation of the problem profile and response strategy.

- 5.7 The strategy needs to be prepared by the specified authorities once they have identified the extent of the types and causes of serious violence that occurs in the partnership area and the strategy needs to be published and kept under constant review. This work will need to include details around governance and partnership arrangements/engagement for delivery against the duty and lead officer, performance framework and scrutiny, consultations arrangements with young people and communities and geographical boundaries and links to the Crime and Disorder Act requirements, role of the PFCC and commissioning requirements.
- 5.8 The duty has been assessed and as such been allocated a new burden funding allocation that will be channelled to duty holders via PCCs. Crest Advisory have been commissioned by the Home Office to undertake readiness assessments with all specified authorities which will include undertaking interviews with nominated representatives to understand their readiness to delivery against the duty. Crest Advisory will provide bespoke support to local areas, including holding workshops.
- 5.9 In Staffordshire, a Violence Reduction Alliance has been in operation for the past 18 months and officers from the council have been supporting that process. There is a Staffordshire wide Serious Violence Reduction Executive Board in place that provides the general governance function for the Serious Violence Duty which is chaired by the Staffordshire Commissioner. Currently the Interim Head of Corporate Business and Partnerships is the Senior Responsible Officer (SRO) for the authority but as the community safety function will be transferring to the new Head of Wellbeing a new SRO will need to be nominated.
- 5.10 For Stafford borough, the new Serious Violence Duty will be encompassed within the current governance structure and terms of reference set up for the Community Wellbeing Partnership, which includes the responsible authorities under the Crime and Disorder Act 1998 and also the authorities named in the Serious Violence Duty. The partnership currently has a Community Wellbeing Strategy in place that has adopted a public health approach, and this will be reviewed and updated to ensure that it encompasses all the requirements now set out in the Serious Violence Duty.

6 Implications

6.1 Financial

The financial implications arising from the new duty are unknown at present, however the Staffordshire Commissioner will channel any new burden funding allocated from central government and this will be allocated for the development of strategies and intervention costs.

6.2 Legal

As set out in the report.

6.3 Human Resources

None

6.4 Human Rights Act

None

6.5 Data Protection

None

6.6 Risk Management

None

6.7 Community Impact Assessment Recommendations

Impact on Public Sector Equality Duty:

There are no known impacts.

Wider Community Impact:

A community impact assessment will be completed once the review of the Community Wellbeing Strategy has commenced. This will include risk management and data protection implications.

7 Previous Consideration

None

8 Background Papers

Corporate Business and Partnerships