

6 April 2023

Dear Members

Council Meeting

I hereby give notice that a meeting of the Council will be held in the **Council Chamber, County Buildings, Martin Street, Stafford** on **Tuesday 18 April 2023 at 7.00pm** to deal with the business as set out on the agenda.



Tim Clegg
Chief Executive

COUNCIL MEETING - 18 APRIL 2023

Mayor, Councillor Philip Leason MBE

AGENDA

- 1 Approval of the Minutes of the meetings of Council held on 21 February 2023 as published on the Council's website.
- 2 Apologies for Absence
- 3 Declarations of Interest
- 4 Announcements (Paragraph 3.2(iii) of the Council Procedure Rules)
- 5 Public Question Time - Nil
- 6 Councillor Session - Nil
- 7 Notice of Motion

A Notice of Motion pursuant to Paragraph 13 of the Council Procedure Rules has been proposed by Councillor A N Pearce and Seconded by Councillor A T A Godfrey as follows:-

“The Centre of Stafford, and especially the North end, is populated with empty shops and a general air of neglect which must act as a deterrent to those thinking of visiting and shopping here.

Whilst the work on the Market Square will help, it comes after years of neglect with a complete failure to properly maintain and repair it.

Moreover, there are many empty buildings belonging to the County Council, largely as a result of the decision to move to Staffordshire Place. This is contributing to the lack of footfall in the Town and, as many of them are listed, and/or in a conservation area, we are seeing many of them deteriorate, to the detriment of the Town Centre.

The Borough Council will, as a matter of urgency, have discussions with the County Council to see if these buildings can be brought back into use and be properly maintained.”

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Chief Executive

Civic Centre
Riverside
Stafford
ST16 3AQ

Agenda Item 8

Committee:	Council
Date of Meeting:	18 April 2023
Report of:	Head of Law and Administration
Contact Officer:	Ian Curran
Telephone Number:	01785 619 220
Ward Interest:	Nil
Report Track:	Cabinet 6/4/2023 Council 18/4/2023

Shared Services

1 Purpose of Report

- 1.1 To agree the framework for sharing services, to approve the necessary delegation of functions to Cannock Chase District Council for Licensing/Regulatory services and to accept the delegation of functions from Cannock Chase District Council for Town and Country Planning and Development Control and delegate them appropriately.

2 Recommendation

- 2.1 That:
- (a) The framework agreement, attached as **APPENDIX 1**, be approved;
 - (b) Stafford Borough Council be the Lead Authority for the provision of shared services in respect of the Economic Development & Planning, Operations, Transformation & Assurance and Law & 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 & Corporate Asset Management, Finance and Transformation & Assurance Functions listed at **APPENDIX 3**;
 - (c) 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, be delegated

to Cannock Chase District Council under section 101 of the Local Government Act 1972 with immediate effect;

- (d) 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, be accepted;
- (e) the Town and Country Planning and Development Control functions delegated under paragraph 2.1(d) 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.
- (f) 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.

3 Key Issues and Reasons for Recommendation

- 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 Each Council will operate as Lead Authority for different services. Services will be shared with the intention that there is some equality between the number and size of services led by each authority.
- 3.3 In order to allow collaboration to take place, both Councils need to delegate certain functions to each other. Cabinet need to delegate Executive functions and Council need to delegate non-Executive functions.
- 3.4 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 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 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.
- 5.3 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.
- 5.4 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.
- 5.5 The Business Case set out the 3 key models available for the delivery of shared services, and it was recommended that Council operate shared services through the “Lead Authority” model. It was proposed that services are paired between the two Councils so that, as far as possible, the number and size of the shared services led by each Council is equal.
- 5.6 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 act as Lead Authority for Economic

Development and Planning, Operations, and Law and Governance, and that Cannock Chase District Council act as Lead Authority for Regulatory Services, Wellbeing, Housing and Corporate Asset Management and Finance. The Transformation and Assurance services are to be split across both Councils, with the majority being led by Stafford Borough Council.

- 5.7 The Lead Authority model will involve the transfer of staff and other relevant resources, relating to that service, to the lead authority. It will also involve the delegation of officer decision making, in respect of that service, to the lead authority. Officers working within shared services will be shared, and be able to carry out duties on behalf of each Council under section 113 of the Local Government Act 1972.
- 5.8 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.
- 5.9 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 Council receiving the delegation can 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.
- 5.10 Section 13 of the Local Government Act 2000 states that all Council functions are the responsibility of the Executive unless regulations specify otherwise. The Local Authorities (Functions and Responsibilities) (England) Regulations 2000 (“the Regulations”), specifies the functions that are not the responsibility of the Executive. Non-Executive functions remain the responsibility of full Council, but can be delegated to committees, officers, or other local authorities.
- 5.11 The majority of operational functions are classed as “Executive” functions and any further delegation of those functions needs to be approved by Cabinet. Cabinet have already agreed to delegate functions to the Executive at Cannock Chase District Council. It has also agreed to receive delegations from Cannock Chase District Council.
- 5.12 The Regulations list various functions relating to town and country planning and development control, licensing and registration functions, regulatory functions relating to health and safety at work and smoke free premises, protection of hedgerows and trees and high hedge complaints as non-Executive functions. Those 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.

- 5.13 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.
- 5.14 The delegations 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 individual service level agreements for each service.
- 5.15 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

As set out in the report.

6.3 Human Resources

Nil

6.4 Human Rights Act

All substantive Heads of Service at both Councils were 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.

6.5 Data Protection

Nil

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:

Nil

Wider Community Impact:

Nil

7 Previous Consideration

Nil

8 Background Papers

Nil

Appendix 1

Committee: Council
Date of Meeting: 18 April 2023

Shared Services

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 6th and 7th 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 19th and 27th 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;

9.2.2 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

9.2.3 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 Vice-President 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: Council

Date of Meeting: 18 April 2023

Shared Services

Lead Authority: Stafford Borough Council

Economic Development & 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

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- Markets (indoor and street markets)
- Car Parks - maintenance and management
- Trees - maintenance and tree preservation orders
- Land drainage and flooding (Council land)

Law & Governance

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

Transformation & Assurance

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

Appendix 3

Committee: Council

Date of Meeting: 18 April 2023

Shared Services

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 (e.g. domestic violence)
- Management of the Leisure Contract
- Community Safety & CCTV

Housing & Assets

- Corporate Asset Management (includes building maintenance, caretaking & 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) & Benefits (Housing Benefits and Council Tax)

Transformation & Assurance

- Internal Audit
- Insurance & Risk Management
- Health & 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 9

Committee:	Council
Date of Meeting:	18 April 2023
Report of:	Head of Law and Administration
Contact Officer:	Andrew Bailey
Telephone Number:	01785 619 212
Ward Interest:	Nil
Report Track:	Council 18/04/2023 (<i>Only</i>)

Review of the Constitution

1 Purpose of Report

- 1.1 The purpose of this report is to present Council with details of the proposed amendments to the Constitution as recommended by the Resources Scrutiny Committee.

2 Recommendation

- 2.1 That the amendment to the Constitution as detailed in the **APPENDIX** be approved for implementation in the new Municipal year.

3 Key Issues and Reasons for Recommendation

- 3.1 Article 15.1 of the current Constitution requires the Monitoring Officer to review the Constitution on an annual basis.
- 3.2 Accordingly, the Resources Scrutiny Committee commissioned a Task and Finish Review Working Group to undertake a Review of the Constitution.
- 3.3 The Constitution Task and Finish Review Working Group recommended one amendment to the Constitution during the course of their review, which was subsequently endorsed by the Resources Scrutiny Committee.
- 3.4 Council are therefore requested to approve the amendment to the Constitution as detailed in the **APPENDIX** for implementation in the new Municipal year.

4 Relationship to Corporate Business Objectives

4.1 The Constitution supports all of the Council's Corporate Priorities.

5 Report Detail

5.1 Attached as an **APPENDIX** is a list of the amendment to the Constitution that the Resources Scrutiny Committee has recommended following their Review. The column on the left refers to the part of the Constitution that has been suggested for amendment and the column on the right refers to the actual amendment itself.

6 Implications

6.1 Financial

Nil

6.2 Legal

Nil

6.3 Human Resources

Nil

6.4 Human Rights Act

Nil

6.5 Data Protection

Nil

6.6 Risk Management

Nil

6.7 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:

Detailed above.

7 Previous Consideration

Nil

8 Background Papers

File available in Law and Administration.

Appendix

Committee: Council

Date of Meeting: 18 April 2023

Review of the Constitution

PART OF THE CONSTITUTION	AMENDMENT
PART 3	PART 3
<p>Part 3, Responsibility for Functions, Section 6, Scheme of Delegations, Functions Specific to Officers, Chief Executive, Paragraph 3.1.16, Page 3.27</p>	<p>Part 3, Responsibility for Functions, Section 6, Scheme of Delegations</p> <p>Insert the following new Paragraph relating to the Chief Executive:</p> <p>3.1.16: To appoint Deputy Electoral Registration Officers to carry out the powers and duties of the Electoral Registration Officer either in full or in part in accordance with section 52(2) of the Representation of the People Act 1983.</p>