

PROVISION OF CONSERVATION AND HERITAGE ASSET ADVICE AS A SHARED SERVICE WITH THE NEW FOREST NATIONAL PARK AUTHORITY

1. INTRODUCTION

- 1.1 In early 2013 this Council entered into an agreement with The New Forest National Park Authority (NFNPA) for it to discharge this Council's tree functions in accordance with an agreed Service Level Agreement (SLA). This arrangement has now been in place for about two years and it has worked very well. It has saved money for both authorities and after an initial period of people understanding the new arrangements it has delivered an efficient and cost effective service.
- 1.2 It is now proposed to enter into a similar arrangement with the NFNPA for the delivery of Conservation and Heritage Asset advice. Whereas the tree function involved transferring some decision making powers, on tree work applications and Tree Preservation Orders, the Conservation and Heritage Asset function is only about giving professional advice and does not involve transferring any decision making responsibilities. There is, however, the need to delegate appropriate powers to enable the NFNPA, through its officers, to enter land and to serve requisitions for information when carrying out preliminary enquiries under the Planning (Listed Buildings and Conservation Areas) Act 1990 in order to be able to advise the District Council.
- 1.3 The level of service to be provided and the professional standards required will again be controlled by a Service Level Agreement.
- 1.4 One employee is to be transferred to the NFNPA under the provisions of the Transfer of Undertakings (Protection of Employees) 2006 Regulations (TUPE) and this report sets out the consultations which have taken place in this respect. Another Conservation post, which has recently become vacant, is also involved in this transfer but the new post holder will be appointed by the NFNPA upon the commencement of the arrangement.
- 1.5 A decision is now required to give effect to the arrangements described in this report.

2. THE SERVICE LEVEL AGREEMENT

- 2.1 Under Section 101 Local Government Act 1972, a local authority can arrange for another local authority to discharge their functions. The NFNPA are recognised in law as a 'local authority' for the purposes of S101. The main provisions of a draft service level agreement relating to the proposed transfer of the function are attached as Appendix 1. It includes a detailed and agreed performance specification which defines all of the functions it is proposed that the NPA will carry out on the Council's behalf, as well as the appropriate standards.

- 2.2 This SLA relates solely to professional advice services and all of the decisions pursuant to this advice will still be taken by this Council. The officers in the new team will need a limited range of powers delegated to them, for example to gain entry to land and buildings when enforcement investigations are underway, or to serve requisitions for information in order to be able to advise the Council whether to exercise any listed building or conservation area powers.
- 2.3 The standards set out in the SLA are broadly the same as those currently required of the in-house team. For example, Conservation staff will be giving their advice on all relevant pre-application requests and planning applications submitted to the District Council. They will be available to attend meetings, when required, including the Planning Development Control Committee when their input is identified as likely to be important to the matter under consideration.
- 2.4 There is also scope in the SLA for more proactive work such as the carrying out of Conservation Area reviews. This type of work is effectively suspended at the moment due to pressure on resources from reactive work, but it will be re-introduced. This is made possible by the larger joint team being able to deploy its resources more effectively.
- 2.5 Subject to the Cabinet and Council decision, it is proposed that the SLA will commence on 14 April 2015 and initially run until 31 March 2018, with provision for early termination should this prove necessary.

3. STAFF CONSULTATION

- 3.1 There is currently only one member of staff in the Conservation service and the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) will apply to him. Therefore, the staff member would transfer to the NPA with his current terms and conditions, including NFDC pay scales and membership of the LGPS. Following transfer his current terms and conditions can only be varied by agreement. There is no requirement under TUPE to pay relocation expenses to staff who transfer.
- 3.2 UNISON has been formally notified of the proposed transfer.
- 3.3 As part of the formal consultation process a meeting was held with the affected staff member on 6th February 2015 and followed up in writing, to discuss the proposal and potential impact on his post.

4. EMPLOYEE SIDE COMMENTS

- 4.1 Note that the individual is happy to transfer and therefore have no further comments.

5. FINANCIAL IMPLICATIONS

- 5.1 The total cost of NFDC's Conservation and Heritage Asset advice service in the 2015/6 budget is £141,410. However, only £91,350 of this is related to staffing and directly associated costs.

- 5.2 The proposed cost of the SLA with the NFNPA in 2015/16 is £88,000. There is therefore a modest immediate saving of £3,350, but this will be coupled with an expected improvement in service standards as set out in 2.4 above. In the longer term it should be possible to generate further savings in terms of support services, ICT and accommodation costs for example.

6. ENVIRONMENTAL IMPLICATIONS

- 6.1 There will be no environmental implications because the standard of service is similar in the SLA to that currently provided by in-house staff.

7. PORTFOLIO HOLDERS' COMMENTS

- 7.1 Cllr Paul Vickers, the Planning and Transportation Portfolio Holder, comments that he is satisfied that the level of conservation advice offered by these arrangements is very similar to that currently offered by the in-house service.
- 7.2 Cllr Colin Wise, the Finance and Efficiency Portfolio Holder, is pleased to note that a financial saving can be made under these arrangements while standards of service to the public will be maintained or improved.

8. CONCLUSION

- 8.1 The level of savings being proposed initially is modest but it will increase as overheads are reduced. The standard of service proposed in the SLA is very similar to that currently being provided at this Council although more proactive work should be possible in the new larger team.
- 8.2 There will be some inconvenience to NFDC customers when they are redirected to the NFNPA but the new arrangements should settle down and become familiar to regular users. There is a fair amount of detail which has to be finalised in terms of the legal provisions of the SLA, IT systems and the keeping of records. None of these are major or insurmountable and there is no reason why they cannot be resolved before a transfer takes place in April 2015.
- 8.3 EMT has considered the issues in detail and supports what is proposed in this paper.

9. RECOMMENDATIONS

- 9.1 That it be a recommendation to Council to enter into an agreement under S101 Local Government Act 1972 to enable the New Forest National Park Authority to provide professional advice on the Council's Conservation and Heritage Asset function as outlined in the attached draft Service Level Agreement with powers being delegated to the New Forest National Park Authority, through its officers, to enter land and serve requisitions for information under the Planning (Listed Buildings and Conservation Areas) Act 1990.

9.2 That the Head of Planning and Transportation be authorised, in consultation with the Head of Legal and Democratic Services and the Planning and Transportation Portfolio Holder, to finalise the terms of the aforementioned agreement, the related financial provisions and the legal arrangements necessary to give effect to these recommendations.

For further information please contact:

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Background Papers:

None

DESIGN AND CONSERVATION SERVICE

SERVICE LEVEL AGREEMENT BETWEEN NEW FOREST NATIONAL PARK AUTHORITY AND NEW FOREST DISTRICT COUNCIL

14 APRIL 2015 – 31 MARCH 2018

1. The Service Level Agreement sets out clear terms under which the New Forest National Park Authority (NFNPA) will deliver the "Design and Conservation Service" on behalf of New Forest District Council (NFDC).
2. The Agreement shall commence on 14 April 2015 and shall continue for until 31 March 2018.
3. The Agreement is legally binding on the Parties and is made pursuant to section 101 Local Government Act 1972. The NFNPA will be responsible for discharging NFDC's statutory functions relating to Design and Conservation.
4. NFNPA will provide a Design and Conservation Service during normal office hours for the duration of the Agreement, excluding public holidays. To be delivered in line with agreed benchmarking and review meetings.
5. It is anticipated that those staff currently employed and identified by NFDC as eligible to transfer under the TUPE regulations.
6. NFDC will pay quarterly in advance, in each year. The annual charge will be £88,000 for the first year and the same in subsequent years subject only to agreed indexing to reflect annual pay awards should they occur.
7. Quarterly meetings will be held between NFNPA and NFDC to discuss the Service. Targets and standards of the service will be reviewed at these meetings using an established benchmarking as a guide.
8. Both the NFNPA and NFDC aspire to create a single database to be accessible by both parties for all Listed Building and Conservation Area work but this cannot be secured before 14 April 2015.
9. All new records relating to listed buildings and conservation areas will be recorded on the NFNPA systems. Copies of all new and amended records will be copied to NFDC Land Charges and Planning Department.
10. Staff providing the Design and Conservation Service will be based in the NFNPA offices at Lyminster Town Hall.
11. It is foreseen that two officer days per week would be required at Appletree Court for better liaison purposes and for cost-effective working.
12. Expertise, skills and experience are used as the key criteria in the recruitment of all staff. All staff engaged under this Agreement are expected to have a broad experience of listed buildings, design and conservation work within planning and development. The Design and Conservation Service will not be sublet outside of the NFNPA. However on occasion the use of consultants appointed and managed by NFNPA might be required for specific projects.

13. NFNPA and NFDC shall adhere to their equal opportunities policies for the purpose of this Service. Copies of the policies will be available on request.
14. Appropriate methods for complaint and dispute resolution relating to the service are included within the SLA Agreement.
15. NFDC and NFNPA may terminate this agreement at any time on giving six months' written notice to the other.
16. If this agreement is terminated by either party pursuant to this clause, the parties will with all due diligence make all necessary arrangements and take all necessary steps during the 6 months' notice period to transfer the Service that had been undertaken by NFNPA for NFDC under this agreement back to NFDC, including the transfer of relevant employees, to which the TUPE regulations shall apply.
17. NFNPA shall indemnify NFDC in respect of all actions claims challenges costs demands expenses or proceedings against NFDC arising out of or in connection with or incidental to the discharge of functions and the provision of services by NFNPA.
18. Both NFDC and NFNPA acknowledge that each is subject to the requirements of the FOI Act and the EIR and each Party shall assist and co-operate with the other to enable the other Party to comply with these information disclosure obligations.
19. The Agreement shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.
20. During the course of the agreement all IT protocols and security measures will be adhered to be NFNPA and design and conservation staff working as part of that agreement.
21. All activities and services are to be provided by suitably qualified and experienced officers. This will initially comprise one Senior Conservation and Buildings Design Officer and two Conservation and Building Design Officers.
22. Certain activities may require additional specialist input from external consultants/ advisers.
23. The service will provide advice to NFDC in response to consultations on planning applications, pre-application consultations, planning appeals, enforcement action and planning compliance
24. The service will support and advise on planning, design and conservation elements of emerging and new policy work and related conservation and design guidance documents.
25. The service will carry out project work in relation to conservation area appraisals and management plans, buildings at risk monitoring and action and work related to reviewing locally list heritage assets.