

Appendix G

Proposal to Transfer Development Management, Public Protection and Environment Services and the Regulatory Function of Private Sector Housing into ip&e Ltd

Executive Summary of Service Delivery Contract

A. Introduction

The existing strategic contract between the Council and ip&e Limited (ip&e) anticipates service contracts for the delivery of specific services by ip&e. The contract for the services in scope is being drafted to align with the strategic contract.

B. Contract contents

Given the scope of the services in scope of this contract and the fact that they are statutory regulatory service services which the Council is obliged to deliver, the contract will of necessity be a relatively lengthy document. This summary is intended to provide an overview of the contractual relationship which will exist between the Council and ip&e in relation to these services but will not outline every clause.

1. General

The contract will contain the usual generic terms used in the Council's contracts for commissioned services which will include (but is not limited to) such matters as Freedom of Information, Data Protection, Intellectual Property Rights, Emergencies, Insurance, Disaster Recovery, Anti-Bribery, Whistleblowing, and compliance with legislative requirements including those in respect of health and safety, Human Rights and the Council's duties under the Equality Act 2010.

2. Specific

This contract will also contain clauses to address the following matters:

a. Duration of the Contract

It intended that the contract will be for an initial period of 1 year with provisions for termination as outlined below. The initial period mirrors the initial secondment of staff to deliver the services.

b. Third party contracts

The contract will address those third party contracts concerning the in-scope services which exist between the Council and other parties either for the provision of goods and services to the Council or the provision of services by the Council. Those contracts will either be novated to ip&e or the Council sub-contract to ip&e as appropriate in each case.

c. Services

The services to be delivered by ip&e will be set out in a schedule to the contract which will contain detailed output specifications for each service area including the standards to which they must be delivered. The output specifications will require that the Council's statutory duties in these service areas are delivered.

The output specifications will require ip&e to deliver the Business Support and Regulatory outcomes which support the Council's priorities as identified in the Council's Business Plan. An output specification is being developed for each service area which sets out the functions and statutory duties currently undertaken by that area together with the statutory duties pertaining to those service areas. These will be the functions which the Council is contracting for ip&e to provide.

As the duties remain duties of Shropshire Council, the output specification will be clear that the professional, technical and administrative work is being carried out by ip&e but the actual regulatory decisions will be taken by the Council either under delegated powers by officers who remain employees of the Council (potentially through joint employment in the longer term, or by Members (eg Planning and Licensing Committees).

Each specification sets out relevant definitions, the scope of the service area and then goes on to identify the specific functions which must be carried out and, where relevant, the service level which is expected. Associated performance indicators will sit with each specification.

It will also be required that the services are delivered in accordance with any relevant Council policies relating to the services and by appropriately qualified and skilled staff. A procedure for identifying and managing conflicts of interests which may arise in the delivery of the services by ip&e will be required to ensure that there is transparency and reduce any risks to the integrity and lawfulness of the regulatory decision making.

The scope of the output specifications are summarised as follows:

1. **General Functions/Outputs:** including: Complaints; Ombudsman; Freedom of Information; appropriately qualified officers; liaison between services; Councillor liaison; stakeholder liaison; training; signposting; website updating; MP queries; KPI reporting; finance processes; information returns; GIS data; ICT, health and safety of staff; emergency planning/preparedness.
2. **Building Control:**
 - Building Regulations: processing applications; site inspections; enforcement; records, document and data control;
 - Dangerous Structures: dangerous structures framework, dangerous structures assessment and action including service of notices; recovery of costs;
 - Demolitions: processing applications;
 - Structural Design: application checking.
3. **Land Charges:**
 - Land Charges searches: searches of the register; records of Official Searches; set land charges fees (costs recovery basis)
 - Maintain the Register; on-going maintenance of the Register and support the process of transferring Land Charges function to HM land Registry as and when that process is initiated by central government.
 - Personal Searches: free of charge access to register for personal searches.

4. Street Naming and Numbering and Local Land Gazeteer:

- process applications;
- maintain records

5. Development Management:

- Advice: general planning advice; paid for pre-application advice;
- Assessment of Applications: validation; assessment of applications (planning, certificates of lawfulness, advertisement consent; environmental impact assessments; discharge of conditions; telecommunications licence notifications; applications for prior approval; negotiating s106 agreements; supporting planning committees; decisions in statutory timescales and ;
- Consultation and Monitoring: Maintenance of weekly list; Consultation with neighbours and statutory consultees; responding to consultations; stakeholder liaison; provision of monitoring information;
- Planning Appeals: Administering Appeals; responding to and making costs claims;
- Planning enforcement: to be in accordance with the Council's Planning Enforcement protocol; investigating alleged breaches of planning control; negotiating resolutions; recommending and serving notices as appropriate (planning contravention notices, breach of condition notices, enforcement notices, stop notices, condition of land notices); dealing with appeals against notices; supporting prosecutions, injunction proceedings, and Proceeds of Crime Act proceedings.

6. Trees:

- Trees – Amenity:
 - Tree Preservation Orders (making, updating, enforcing), applications to undertake treatment; appeals against TPO refusals; compensation claims Part 6, Tree Replacement Notices; Advice to service areas;
 - High Hedge complaints;
 - Hedgerow regulations 1997
- Trees – Safety:
 - Tree Safety Inspections and enforcement;
 - Advice to Service Areas
- Policy:
 - information,
 - advice and development of appropriate tree related policies.

7. Historic Environment:

- advice;
- policy input;
- partnership working;
- list of buildings of architectural and historic interest;
- conservation area character appraisals;
- Article 4 directions

8. Ecology:

- advice,

- development management support
- policy input,
- environmental data,
- grant funded work to meet defined outcomes.

9. Environmental Protection

- Contaminated Land
- Local Air Quality Management
- Local Industrial Pollution Control (Environmental Permitting)
- Statutory Nuisance complaints (domestic, commercial and industrial)
- Non mains foul drainage
- Public Health matters e.g. filthy & verminous premises, exhumations
- Pest Control treatment Service
- Anti Social Behaviour
- Responsible Authority (c.f. Licensing Act 2003)
- Public Health - assisted funerals & national assistance act 1949

10. Housing

- Complaints re Housing conditions (Housing Act 2004 - HHSRS)
- HMO Licensing regime
- Empty Homes Strategy

11. Trading standards:

- TS Criminal Investigations;
- TS Fair Trading Criminal & Civil;
- Animal Health & Welfare

12. Food, Feed and Health:

- Official Food & Feed controls (inc Food Safety & Food Standards);
- Infectious Disease;
- Health Protection;
- Private Water Supplies

13. Licensing:

- Out of Hours & Licensing Enforcement;
- Premises Licensing;
- Taxi Licensing;
- Gambling Licensing;
- Other Licensing (animals, scrap metal dealers, public health, sex establishments etc)

14. Health & Safety at Work:

- Inspections of offices and shops;
- Accident investigations;
- Petroleum Licensing & Safety

15. Parking:

- Civil Enforcement of parking restrictions;
- Notice Processing (appeals against Penalty Charge Notices);
- Parking related Permits and Blue Badges;
- Cash Collection from ticket machines

d. Contract Governance and Performance Management

Regular reporting of financial and performance information to the Council will be required to ensure acceptable performance management of the contract. The contract will also require regular meetings to consider and address performance. It will be required that certain standards are not breached and will build in service improvement requirements where appropriate. Performance will be measured against agreed key performance indicators (KPIs) and will aim to be qualitative as well as quantitative. Where performance standards are not met, mechanisms will allow for action to be taken to address this. Available actions will depend on the nature of the underperformance which may be isolated and minor, persistent and minor or severe, and may include payment deductions, step-in by the Council and ultimately termination of the contract.

e. Workforce issues

The contract will contain clauses regarding the employment status of the staff and will require that relevant staff can still act in their capacity as Council employees to be in a position to take delegated regulatory decisions as they do now. Clear line management back to the Council of those staff will be necessary to ensure those decisions are lawfully made.

f. Premises and Assets

Provision will be made in the contract for staff to have access to the Council's premises and for the use and ongoing maintenance of assets needed by staff in the performance of the services where necessary for the carrying out of the services. These clauses will also ensure that such assets are retained by the Council as part of an exit plan should the contract be terminated.

g. Payment

This part of the contract will deal with the payment mechanism to include the amount which will be paid for the services and how and when monthly payments will be made. It will allow for adjustments to be made in certain circumstances which may include: performance penalties; fluctuations in fees received where that is as a result of an increase in applications to be processed, for example planning application fees; budget changes; and statutory or national policy changes which may impact on workload. Disputes about these matters will be dealt with by a defined mechanism as set out in the contract. If the contract continues beyond the initial term, the payments to be made for the services will reflect the savings identified to be made in future years of the contract as set out in the interim business plan and reflected in the draft ip&e business plan attached as an appendix to this report.

h. Termination and exit management

The contract will end when the contract term expires or if brought to an end in whole or in part by either party on the basis of specified breaches of the contract which

would include defined poor performance, or on notice. The contract will set out the mechanism for bringing the contract to end and procedures to be followed so that the services can continue to be delivered in that eventuality