

<b>CONTINUATION OF SHARED REGULATORY SERVICES WITH RUTLAND COUNTY COUNCIL</b>
<b>Councillor Gavin Eley, Cabinet Member for Infrastructure, Environment and Climate Change</b>
<b>February 2024</b>
<b>Deadline date: N/A</b>

Cabinet portfolio holder:	Councillor Gavin Eley, Cabinet Member for Infrastructure, Environment and Climate Change
Responsible Director:	Adrian Chapman Executive Director, Place and Economy
Is this a Key Decision?	YES If yes has it been included on the Forward Plan: YES Unique Key decision Reference from Forward Plan: KEY/15JAN24/04
Is this decision eligible for call-in?	YES
Does this Public report have any annex that contains exempt information?	NO

<b>RECOMMENDATIONS</b>
The Cabinet Member is recommended to: <ol style="list-style-type: none"> <li>1. Authorise the extension of the Memorandum of Understanding (MoU) for the delivery of shared Regulatory Services by Peterborough City Council (PCC) on behalf of Rutland County Council (RCC), from 1<sup>st</sup> April 2024 for a period of up to 9 months while arrangements for a new agreement are finalised.</li> <li>2. Delegate authority for the Executive Director for Place and Economy to authorise the Council to enter a new agreement with RCC once arrangements for a new agreement have been finalised.</li> </ol>

**1. PURPOSE OF THIS REPORT**

1.1 This report is for the Cabinet Member for Infrastructure, Environment, and Climate Change to consider exercising delegated authority under paragraph 3.4.3 and 3.4.8 of Part 3 of the constitution in accordance with the terms of their portfolio at paragraph (f).

**2. TIMESCALES**

Is this a Major Policy Item/Statutory Plan?	<b>NO</b>	If yes, date for Cabinet meeting	N/A
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### **3. BACKGROUND AND KEY ISSUES**

- 3.1 Both PCC and RCC have collaborated over the delivery of Regulatory Services for over 15 years, this initially being for the delivery of the Trading Standards function, and since 2016 has included, Environmental Health, Licensing, and Housing Compliance.
- 3.2 The current MoU expires on the 31st of March 2024, with discussions regarding the continuation of arrangements with RCC well advanced. However, RCC will not be able to formally approve collaboration with PCC until their council meeting in March 2024, though have indicated their desire for PCC to continue to provide Regulatory Services on their behalf. It is therefore necessary to seek an extension of the current MoU to provide time for both RCC to formally approve a new MoU agreement, and then for PCC to consider and approve it, assuming it is acceptable. A period of up to 6 months has been requested though it is anticipated that arrangements will be in place sooner, a new MoU commencing as soon as all parties have agreed to it.
- 3.3 Maintaining collaboration arrangements with RCC is beneficial to both councils in terms of service resilience, flexibility in deployment of resources, retention and recruitment and value for money. The agreement will provide full cost recovery for PCC, the proposed costing mechanism having been independently scrutinised during the council fees and charges review during 2023/24.

### **4. CORPORATE PRIORITIES**

- 4.1 Peterborough City Council's Corporate Priorities have been considered in line with this proposal, however the impacts are minimal as it relates to service delivery for a neighbouring authority.
- 4.2 The revenue stream derived from this contract does support service delivery within Peterborough and helps offset core costs.
- 4.3 Carbon Impact Assessment: The impact of the contract extension to which this Cabinet Member Decision Notice (CMDN) relates is neutral. The contracted service remains the same, and the service is in another county. The CMDN relates in no change to emissions, or environmental impact in respect of the council or the city.

### **5. CONSULTATION**

- 5.1 This is a key decision, with Executive Director support for collaboration arrangements to continue providing the agreement results in full cost recovery for PCC, which it will.
- 5.2 The Corporate Leadership Team at RCC are pleased with the services provided under the existing agreement and have indicated their desire to continue the collaboration subject to Council approval.
- 5.3 Council staff engaged in the delivery of services for Rutland are aware of the discussions regarding a new MoU and are keen for the arrangement to continue.

### **6. ANTICIPATED OUTCOMES OR IMPACT**

- 6.1 It is anticipated that approval will enable continuity of service delivery to continue while governance arrangements for a new agreement are put in place, subject to terms and conditions being acceptable to both parties. Only minor changes are anticipated to the Memorandum of Understanding agreement to ensure it reflects future service delivery needs.

## **7. REASON FOR THE RECOMMENDATION**

### **7.1 Governance Requirements**

7.1.1 Due to the existing agreement expiring as of 31<sup>st</sup> March 2024 it is either necessary to terminate collaboration with RCC at that point and arrange for staff to be TUPE transferred back to RCC, or another designated provider be selected by them, or to arrange for a new agreement to be entered into which is the proposed course of action.

### **7.2 Resilience & Succession Planning**

7.2.1 The resourcing pressure is growing due to population growth, reduced levels of funding, and regulatory landscape changes, collaboration in such times adds resilience, increases the ability for contingency planning, and adds flexibility with regards to service delivery.

7.2.2 Due to the breadth of the Regulatory Services remit maintaining skills, knowledge and expertise across the statutory duties is a challenge. The collaboration with RCC helps mitigate this challenge as the additional funding provided by the agreement enables a larger establishment to be maintained than would otherwise be possible.

### **7.3 Staffing**

7.3.1 With the service expecting to lose operational officers through retirement and qualified officers in short supply nationally, it is difficult and sometimes impossible to recruit. Training to replace these staff is resource intensive. The collaboration between the councils allows the training burden to be spread across a wider service, lessening the impact, and increasing the breadth of experience. The collaboration also enables a training lead to take a holistic view of skills and future skills gaps and organise the necessary training and development to meet service needs.

7.3.2 The collaboration also provides a unique selling point when recruiting, most councils are not able to offer the opportunities that it presents.

### **7.4 Efficiencies**

7.4.1 As well as building resilience, there are several efficiencies resulting from collaboration. The arrangement provides for leaner management arrangements, time saved on policy and procedural development, procurement savings, the ability to only procure and maintain one back-office system.

## **8. ALTERNATIVE OPTIONS CONSIDERED**

8.1 The council could decide not to extend collaboration beyond the 31<sup>st</sup> of March 2024. This would result in a loss of the benefits outlined above and result in the need to develop arrangements to TUPE transfer staff to RCC or their chosen provider.

## **9. IMPLICATIONS**

### **9.1 Financial Implications**

9.1.1 There are no negative financial impacts for PCC by agreeing a new Memorandum of Understanding based on full cost recovery.

9.1.2 National and regional funding for regulatory activity is often paid per authority, pooling these funds gives greater flexibility and resources.

9.1.3

Savings are derived from single subscriptions, one set of technical equipment owned, a single ICT system, software, and support as well as savings on procurement contracts.

9.1.4

The shared service budget will be subject to normal monthly budget monitoring processes at the council and reviewed annually.

9.1.5

The shared service budget will be subject to normal monthly budget monitoring processes at the council and reviewed annually.

## **9.2 Legal Implications**

9.2.1 PCC and RCC entered into the Memorandum of Understanding in reliance on their powers and the exclusive rights given to local authorities to undertake administrative arrangements of the nature in sections 101 and 113 of the Local Government Act 1972, and sections 19 and 20 of the Local Government Act 2000 and the regulations made under these Acts; together with the general power within section 2 of the Local Government Act 2000 and the supporting provisions within section 111 Local Government Act 1972.

9.2.2 Under the Local Government Act 2000 the Leader has delegated authority to the Cabinet Member for Infrastructure, Environment and Climate Change to undertake decisions relating to policy and budget planning for the service referred to in this report.

9.2.3 Under the constitution the Cabinet Member is authorised to accept the responsibility to act on behalf of RCC in relation to regulatory services.

9.2.4 All matters which are delegated to the Cabinet Member and officers under PCC's constitution will continue to be dealt with by those persons following the transfer of functions.

9.2.5 Due diligence was undertaken by PCC during discussions with RCC to ensure there are no significant risks associated with this proposal.

## **9.3 Community Implications**

9.3.1 There are no new community implications resulting from the proposal, the agreement helps provide greater resilience to service delivery for both PCC and RCC. This resilience is beneficial with regards to the delivery of statutory functions which address crime, protect public safety, welfare, and economic prosperity, as well as supporting economic growth.

## **9.4 Equalities Implications**

9.4.1 There are no equalities implications arising from the decision.

## **9.5 Carbon Impact Assessment**

9.5.1 There are no carbon implications arising from the decision.

## **10. DECLARATIONS / CONFLICTS OF INTEREST & DISPENSATIONS GRANTED**

10.1 None

## **11. BACKGROUND DOCUMENTS**

11.1 None

## **12. APPENDICES**

12.1 None

