

DELIVERY OF STRATEGIC PLANNING SERVICE 2015/16

Committee: Corporate Governance and Finance Committee

Date: 4 December 2014

Author: Chief Executive and Corporate Unit Manager

[P146]

1.0 ISSUE

1.1 Revised arrangements for delivery of Strategic Planning for 2015/16.

2.0 RECOMMENDATIONS

2.1 Members are requested to:-

- (i) authorise the Corporate Unit Manager to enter into a Service Level Agreement with Peterborough City Council from April 2015 – March 2016;
- (ii) instruct the Chief Executive to delete the posts of Principal Strategic Planning Officer (DFE12) with immediate effect and Strategic Planning Officer (DFE82) (from 29 December 2014) from the establishment;
- (iii) approve, that the estimated savings of £27,900 in 2015/16 be retained in an earmarked reserve for the commissioning of further specialist support (if required);
- (iv) instruct the Corporate Unit Manager to review the current consultancy budget in 2014/15 and 2015/16 to identify further savings.

3.0 BACKGROUND

3.1 The Principal Strategic Planning Officer (Katie Child) and Strategic Planning Officer (Stewart Patience) are leaving the Council on 14 November 2014 and 22 December 2014 respectively.

3.2 The Chief Executive and Corporate Unit Manager have undertaken a review of the future direction of the service taking into account a number of specific issues, specifically:-

- the departure of the above posts;
- the current status and progress with draft Local Plan adoption;
- assessment of level and nature of resource requirements as the Council move from adoption to implementation;
- critical review of timetable for future Local Plan reviews (specifically delaying their implementation).

- 3.3 The Chief Executive agreed under urgency grounds in consultation with the Chairman of the Committee and Councillor Tom Hunt, Service Delivery Champion, to enter into a Service Level Agreement with Peterborough City Council from November 2014 until March 2015 to complement in-house resources within Strategic Planning.

4.0 ARGUMENTS/CONCLUSIONS

- 4.1 The Chief Executive and Corporate Unit Manager have considered a number of options, specifically:-

1. RETAIN AND RECRUIT TO EXISTING POSTS

This option does not address the specific issues listed in paragraph 3.2 and does not provide an opportunity to be more flexible in the future in terms of resourcing different stages of Local Plan review and implementation.

2. RECRUIT CONSULTANTS

The use of consultants should be considered on a case by case basis dependent on the cycle of review and development of the Local Plan. Whilst it is not considered a viable option for the Council at this stage, the use of consultants should not be ruled out at a later stage.

The Council currently budgets £40,000 per annum for specialist consultants, the proposed arrangements with Peterborough City Council (who have access to in-house specialist expertise) will enable the Corporate Unit Manager to review this budget and make further savings in 2014/15 and 2015/16.

3. PARTNERSHIP AGREEMENT

The Council met with Peterborough City Council to discuss potential partnership arrangements. They have recently ended their support to Fenland DC on the adoption of their plan and currently provide similar support to Lincolnshire Districts.

The lead officer for the partnership agreement (Richard Kay) has extensive experience and knowledge of the Local Plan process and has reviewed the work programme for 2014/15 and 2015/16.

The proposal (See para 5.0) provides support to the Council in 2015/16 in the adoption of the Local Plan and thereafter, provide support to ensure statutory responsibilities are met including any relevant Supplementary Planning Documents. There is also a mechanism for the commissioning of other staff (where required) within the draft agreement.

- 4.2 These arrangements offer the Council a number of significant benefits, specifically:-

- access to experienced staff with a wider range of expertise (from a larger team);
- nil recruitment and redundancy costs;
- availability full time to check emails/queries/emergencies/attend key meetings with the partnership agreement;

- opportunity to draw down specialist support (when required) and extra staff for short term peak workloads;
- sharing good practice;
- opportunity to review the consultancy budgets.

4.3 The remaining Strategic Planning Officer post (Wendy Hague) will remain on the establishment to provide in-house support to the Council and will report to the Infrastructure Programme Manager (currently seconded as Corporate Unit Manager) within an integrated service.

5.0 FINANCIAL IMPLICATIONS/EQUALITY IMPACT ASSESSMENT

5.1 The current staffing costs of the service (2014/15) are £142,390 (including on costs). The value of the proposed deleted posts will be £101,298 in a full year.

5.2 The costs of the proposed partnership arrangements with Peterborough City Council are detailed below.

COSTS 2015/16

Post Title	Cost per day	Days per annum	Cost
Manager (Richard Kay) incl an element of Chief Planner duties	£390	40	£15,600
Senior Planning Policy Officer	£285	200	£57,000
Total (if no additional call up)			£72,600

This represents a saving of £28,698 (estimated) in 2015/16.

It is recommended that the saving in 2015/16 be retained in an earmarked reserve if additional staff resources are required within the partnership agreement. The Corporate Unit Manager will review the consultancy budget to identify savings in the light of these arrangements.

6.0 APPENDICES

6.1 Appendix 1 – Draft Service Level Agreement (East Cambridgeshire District Council and Peterborough City Council) 2014/15 and 2015/16. November 2014.

Background Documents

None

Location

Room 103
The Grange
Ely

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SLA Agreement

SERVICE SPECIFICATION - PLANNING POLICY

Customers: The overall customer is East Cambridgeshire District Council ("ECDC"). The SLA Agreement will be managed by Emma Grima (unless subsequently advised otherwise) on behalf of ECDC.

Service Provider: Peterborough City Council ("PCC").

Time Period: 1 November 2014 onwards

Client Officer for ECDC (unless subsequently advised otherwise):

Emma Grima (Corporate Unit Manager)

Contractor Officer for PCC (unless subsequently advised otherwise):

Simon Machen (Director of Growth and Regeneration)

1. Introduction

This schedule forms a service agreement between East Cambridgeshire District Council (ECDC) and Peterborough City Council (PCC) to cover the provision of planning policy services to ECDC.

The overall resource deemed necessary to fulfil the Service Specification as set out below is approximately:

- 1.2 full time equivalent persons (FTE) for planning policy, comprising a 'manager' (0.2fte) and senior planning officer support (1fte)
- A 'call-up' option, whereby ECDC can, at its discretion, seek (though PCC is not obliged to provide) further support (temporary or for the life of this SLA), with such provision and cost agreed between parties at the point of request

This SLA sets out: firstly the type of work to be provided ("Service Specification"), secondly, the staffing resources to be used to meet the Service Specification, thirdly, management, review and communication procedures, and fourthly, the cost.

2. Service Specification

Planning Policy: ECDC requires assistance from PCC in order to progress in a timely and sound manner planning policy matters for ECDC. In particular, this assistance is required to enable:

- (i) A clear annual work programme to be maintained for the planning policy function of ECDC, outlining the tasks to be achieved, a prioritisation of such tasks, target dates for completion of tasks (including milestones), assignment of staff to those tasks, and a method for monitoring and managing performance of such staff against the programme.
- (ii) Progression, as a priority, of the East Cambridgeshire Local Plan to adoption.
- (iii) Progress of a variety of other policy based work, as agreed and prioritised by ECDC, but likely to include: various SPDs, annual monitoring reports, Duty to Cooperate matters, responding to changing national planning regulations and policy, maintaining a fit-for-purpose website material, LDS and SCI updates (as and when required), neighbourhood planning requirements.
- (iv) More generally, help ensure the delivery of an effective planning policy function of ECDC including undertaking wider planning policy and corporate planning assistance.

3. Staffing Resources

Core Fixed Resource

ECDC requires PCC to make available during the lifetime of this SLA approximately 1.2FTE, appropriately qualified members of staff ("Members of Staff") as set out in the tables below. The actual Members of Staff may change during the course of this SLA, provided any such changes are reasonable and not detrimental to achieving the overall Service Specification. A variety of Members of Staff will be employed utilising their skills and experience for the task in need of completion.

The grading of staff to be assigned to ECDC, and the number of days per year, will be:

Area of work	PCC Post Title	1 Nov 2014 – 31 March 2015	1 April 2015 – 31 March 2016
Planning Policy (manager)	Head of Service – Sustainable Growth Strategy	16	40
Planning Policy	Senior Planning Officer	60 (primarily in period Jan – March 2015)	200

** the number of days listed reflects the total number of actual days Members of Staff will spend on ECDC work or on training days directly related to undertaking ECDC work. i.e. it does not include bank holidays, annual leave, maternity leave, sickness, PCC corporate training days or any other 'special' leave.*

Broadly speaking, other than the period to 31 December 2014 as described above, the above days will be delivered in an even spread across the year. However, from time to time, there is likely to be some peaks and troughs to meet work demands of either PCC or ECDC. This will be managed as and when such significant peaks and troughs arise.

ECDC expect the Members of Staff to be present within Council Offices, Ely (or on site visits or attending other ECDC related external meetings as necessary) for at least 50% of their time whilst undertaking work related to this SLA (manager – 80% minimum). The remaining time can be spent whilst remaining in PCC offices. Desk space, and all associated work materials (e.g. IT) will be made available by ECDC at nil cost to PCC to facilitate such arrangements when Members of Staff are located in ECDC offices, with full details to be agreed between the parties.

The actual day-to-day allocation of tasks will be determined by the manager and as directed by senior management of ECDC.

Optional Call Up Resource

In addition to the Core Fixed Resource, ECDC has the option of calling upon wider PCC Members of Staff to assist in specialist planning issues. The full details of the wider staff, and their indicative cost, is attached at Appendix 1. Any such staff called upon will be charged at the end of the applicable quarter (see below for charging).

4. Management, Review & Communications

The Contractor Officer and the Client Officer will ensure that the arrangements are working satisfactorily and, in particular, will monitor items (i) – (iv) of the Service Specification to ensure they are progressing in a timely and satisfactory manner. Where this appears not to be the case, a meeting will be arranged between the parties to determine how to address any such issues arising.

A monthly report will be prepared by PCC outlining the time spent on activities, and confirming or otherwise that the targets in the Service Specification are on schedule. The report should also highlight priorities or specific requirements for the period ahead. If deemed appropriate by either party following issuance of a monthly report, then a meeting shall be arranged between representatives of both parties to ensure satisfactory arrangements remain in place, or action identified to overcome any issues. More frequent general or specific meetings can be held as required.

The SLA is for the period from 1 November 2014 to, initially, 31 March 2015, with an extension to 31 March 2016 subject to agreement by the Corporate Governance and Finance Committee of ECDC which meets on 4 December 2014.

Termination prior to those end dates will require a minimum of six months notice (in writing) from either party (unless agreement is reached by both parties for an alternative notice period).

On the termination of the SLA, PCC will assign, where possible, all documents, intellectual property rights and all other material which were undertaken during and for the sole purpose of this SLA, to ECDC.

Responsibility for formal line management of all PCC Members of Staff will remain with PCC. However, for day-to-day operational purposes when working at ECDC, management will be as set out in section 3.

During the SLA the Members of Staff shall carry out all reasonable instructions of the Client Officer and the Client Officer shall ensure that the duties of the Members of Staff are appropriate to their status, skills and abilities.

If the performance or conduct of any of the PCC Members of Staff is not satisfactory ECDC (most likely the Client Officer) or PCC (most likely the Contractor Officer) shall:

- (a) Draw the areas of unsatisfactory performance or conduct to the attention of the individual(s) concerned; and
- (b) Notify the Client Officer and/or Contractor Officer in writing within seven days of the alleged unsatisfactory performance or misconduct occurring or being discovered; and
- (c) Arrange a meeting between appropriate representatives of ECDC and PCC to discuss how best to investigate the alleged misconduct, in accordance with PCC policies and procedures.

Whilst working on ECDC premises the Members of Staff will continue to report sickness or any other unavoidable absence to the appropriate PCC line manager in accordance with PCC procedures and to the nominated ECDC manager.

5. Compliance with Legislation and ECDC Policies, Indemnity and Confidentiality

Whilst working on ECDC premises ECDC will be responsible for compliance with all duties relating to health, safety and welfare at work imposed upon an employer by any relevant statutory provision as if ECDC was the employer of the Members of Staff. ECDC will provide to PCC such information and access to its premises as PCC may reasonably require to monitor ECDC's performance of its obligations under this clause.

ECDC shall comply with and ensure that the Members of Staff comply with ECDC policies and procedures whilst working on its premises including those regarding anti-discrimination/anti-harassment and equal opportunities.

ECDC agrees to indemnify PCC against:

- (a) Any liability which PCC incurs due to any injury or disease sustained by any or all of the Members of Staff whilst working on ECDC premises; and/or
- (b) Any liability which PCC incurs as a result of any claim by any or all of the Members of Staff to an employment tribunal or other court arising out of the work conducted whilst on ECDC premises provided that before entering into a settlement or compromise PCC will give ECDC an opportunity to defend any such claim or to effect a settlement or compromise of such claim. ECDC may elect not to defend any such claim but will provide such assistance to PCC in defending, settling or compromising the claim as PCC may reasonably require.

The Contract Officer will ensure, to the best of their ability, that Members of Staff know and understand that they are not to divulge any confidential information obtained through work on ECDC premises without the prior written consent of ECDC. In this clause 'confidential information' means all documents and information in whatever form disclosed or made available to the Members of Staff whilst working at ECDC but will not include information which:

- is already in the public domain;
- is disclosed to the Members of Staff without any obligation of confidence by a third party who has not derived it directly or indirectly from ECDC; or
- is trivial or cannot reasonably be considered to be confidential.

6. Cost

The cost to deliver this service is broken down as per the table on the following page:

Area of work	Post Title	Cost (2014/15)	Cost (2015/16)
Planning Policy (manager)	Head of Service – Sustainable Growth Strategy	£6,000 (@ £375/d)	£15,600 (@ £390/d)
Planning Policy	Senior Planning Officer	£16,500 (@ £275/d)	£57,000 (@ £285/d)
Travel (Peterborough-March)	All staff	At cost	At cost
	TOTAL	£22,500 plus travel	£72,600 plus travel

The costs referred to above include all costs associated with providing the Service Specification, including salaries (and associated on-costs such as NI and pension contributions), PCC office costs, recruitment costs and travel expenses (excluding any additional expenses where ECDC requires Members of Staff to attend external meetings other than those based in Peterborough or Ely, with such costs being met directly by ECDC or added to quarterly invoices as an additional 'expense').

Invoices for 25% of the annual cost should be sent by PCC to ECDC at the end of each calendar quarter (i.e. after the end of June, September, December and March), except for 2014/15 when a single invoice will be sent at the end of March 2015.

It is assumed that all data or other information held by ECDC and provided to PCC in order to undertake the Service Specification are provided at no charge to PCC for the purposes of carrying out the work.

All consultancy costs (e.g. to prepare specialist 'evidence base' documents) will be arranged, managed and met by ECDC.

Should any of the **optional extra services** as outlined at Appendix 1 be utilised during a quarter, the total cost for this extra service will be added to the core quarterly cost.

Signed on behalf of Peterborough City Council by: 

Name: Simon Machen Position: Director of Growth & Regeneration

Signed on behalf of East Cambridgeshire District Council by: 

Name: John Hill Position: Chief Executive

Appendix 1: Optional Extra Services

Function	Task	Indicative guide £ cost per hour for 14/15
Highway infrastructure planning	Advice on all aspects of highway strategy, design and scheme implementation	Negotiable
Sustainable transport	Advice on sustainable transport strategy, travel planning, scheme design, engagement, preparation of bids for UK and European grants	Negotiable
Biodiversity	Advice on TPO/conservation area applications	£30-45
	Advice on tree policy (trees and woodland strategy, application process management)	£30-45
	Ecological advice on planning applications	£30
	Advice on ecology policy (biodiversity strategy)	£30
Built heritage	Conservation area appraisals and management plans	£35-46
	Advice on applications	£35-46
	Village design statements	£35-46
Regeneration	Advice on major regeneration schemes	Negotiable
	Advice on area action plans and site development briefs	
	Masterplanning	
Funding bids	Preparation of bids for UK and EU grants	Negotiable
Development management	Processing of planning applications	£38-60
	Project management of major planning applications	
	Advice on policy, process and performance management	
Climate change	Advice on all aspects of local authority climate change action, including interpreting national policy for application on a local level	£30-50
	Advice on strategic policy to drive climate change adaptation and mitigation action.	
	Advice on delivering real behaviour change amongst internal and external stakeholders, including improving community engagement and undertaking action on the ground	
	Advice on securing funding on a regional, national and European level	
	Advice on all policy and strategy aspects as required by the Flood and Water Management Act 2010	£35
Management support	Strategic management support across all functions	Negotiable

