

## Memorandum of Understanding

### Collaborative Heritage Services

#### Between

### Monmouthshire County Council

#### And

### Blaenau Gwent County Borough Council

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## 1 PURPOSE

This document sets out the agreement under which Monmouthshire County Council (MCC) will provide Blaenau Gwent County Borough Council (BGCBC) with a minimum of service delivery set out in 5.1 for a set fee for a 12 month period. Any additional service demands shall be priced accordingly and agreed by both parties, over and above the demands set out in 5.1.

### DURATION OF AGREEMENT AND REVIEW

The agreement shall proceed from the date the MoU is signed by both Authorities to 31<sup>st</sup> March 2020 and for rolling 12 months periods thereafter. The delivery agreement will initially be reviewed in December 2019 and then at 6 and 12 monthly intervals during a given rolling year (April – March). The review(s) will consider both the level of service provision and any changes to service charges.

## 2 GOALS AND OBJECTIVES

The goal of this agreement is to deliver Heritage Services between MCC and BGCBC

The objectives of this agreement are;

- Provide a team approach to Heritage Services in order to provide a consistent and resilient access to specialist advice across both Council areas
- Develop and enhance skills of existing/new officers through sharing of expertise to develop a wider scope of knowledge
- Meet service demands of Development Management functions for BGCBC whilst maintaining service levels in MCC and Torfaen County Borough Council (TCBC)

## 3 AGREEMENT BACKGROUND AND OVERVIEW

An opportunity has arisen for Monmouthshire County Council and Blaenau Gwent County Borough Council to build on the success of the collaboration with TCBC and delivery of specialist advice focussing on the Historic Environment in BG as well. Delivery of these services is a continual issue for many Local Authorities and it is considered that there are key benefits to be gained through a collaborative approach to service delivery. It is intended to address BGCBC's lack of in-house expertise in respect of the Historic Environment and consistency of advice between Authorities. In addition it is proposed that collaboration will provide an opportunity to increase resilience, knowledge and skills base of aspects of Historic Environment Management through building and sharing of expertise and experience. This will provide an enhanced level of service delivery with the current budget requirements.

This document sets out how these services will be delivered and what mechanisms will be in place in order to meet the demands of each Local Authority's customer demand.

#### **4 STAKEHOLDERS**

Monmouthshire County Council  
Blaenau Gwent County Borough Council

#### **5 SERVICE DELIVERY DEMANDS**

##### **5.1 BGCBC**

X2 LBC/CAC applications @£800	£1600
X3 PP applications @£400	£1200
Average 3 pre apps a year @£120	£360
IT/Communications	£80
Management fee 10%	£324
Total	£3,564
Mileage @ 45pence per mile	Separate.

MCC will deal directly with the processing and assessment of Listed Building Consent (LBC) and Conservation Area Consent (CAC) applications with the support of BGCBC administrative services, making recommendations on whether to approve or refuse developments to either BGCBC's Service Manager – Development and Estates or Planning and Licencing Committee, as appropriate. MCC will provide consultation advice on planning applications and pre-application enquires directly to relevant BGCBC officers. MCC will endeavour to provide the service within statutory timeframes.

In dealing with LBC and CAC applications in Blaenau Gwent, MCC will provide regular updates to BGCBC officers on progress and provide opportunities for BGCBC officers to attend site visits and any meetings with applicants in an observing capacity only. This will be done in order to improve BGCBC knowledge and understanding of heritage issues.

#### **6 SERVICE CHARGES**

The services provided above are charged as set out in 5.1. In the event that an hourly rate is necessary, subject to agreement, the following rates are relevant to the end of the 2019/2020 financial year, after which they will be subject to change including costs increase and any NJC increase.

Manager- £43

Senior - £33

#### **7. PROPOSED FRAMEWORK**

It is proposed that the service will be delivered through one team, managed by the Heritage Manager at MCC. A team structure is set out in Appendix A.

- a) Post D is on a fixed term contract for two years, wholly funded by TCBC for the duration of the agreement.

- b) Posts A – E to provide specialist advice in relation to all aspects of the historic environment to both MCC and TCBC. Posts A, B and D (for the duration of post D’s contract) to provide specialist advice to MCC and BGCBC. The posts shall be available for all Authorities to access during the working week, having a presence in both offices following agreed service demands.
- c) Posts A- D shall be based in Usk, The Rhadyr and post E to be based in Ty Blaen Torfaen, New Inn, Pontypool (for the purposes of mileage claims)
- d) The Heritage Manager reporting will be as shown in appendix A for all Authorities.
- e) MCC operate under delegated powers from Cadw and shall continue with these working practices. It is intended to deliver the same level of service for applications within BGCBC, this will be subject to review and further consideration.
- f) The officers shall work to their employing organisations Terms and Conditions.
- g) If there is conflict or issues there is to be a process of escalation to senior managers within both organisations to try and resolve with the intent on being that resolution and partnership working is the desired goal.
- h) If for whatever reason either party want to withdraw during the term of this agreement:
  - A minimum of 3 months’ notice is required and shall be provided in writing.
  - If MCC terminate the agreement any remaining payment shall be returned to BGCBC.
  - If BGCBC terminate the agreement within a commenced 12 month period (April – March) the funding shall be retained by MCC.
  - If BGCBC choose not to extend the agreement into the proceeding 12 month period (April – March) MCC will not be entitled to any further payment. BGCBC retain the option to use any residual payment at the end of the agreement for BGCBC staff training purposes in line with the service charges highlighted in Section

## **8 PRACTICAL DELIVERY**

- Posts A-D will have access to pool cars for use of carrying out site visits.
- Posts A-C IT and equipment shall be provided by MCC

## **9 COMMITMENT**

BGCBC will commit to pay for a period of 12 months for the service delivery identified above. Should the service be withdrawn by MCC on the basis that they are unable to provide the service as set out above, any residual payment shall be returned to BGCBC. BGCBC shall issue a Purchase Order to MCC for the full cost of the service at the beginning of the 12 month term totalling £3,564.

Appendix A – (2yr. collaboration 2018/19 to 2019/20-21)

