

## Memorandum of Understanding

### Collaborative Heritage Services

#### Between

### Monmouthshire County Council

#### And

### Torfaen County Borough Council

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#### **1 PURPOSE**

This document sets out the agreement under which Monmouthshire County Council (MCC) and Torfaen County Borough Council (TCBC) will operate a shared delivery of services in fulfilling each Authority's historic environment requirements, in particular but not exclusively to Development Management and Regeneration functions. Monmouthshire County Council will be the lead Authority and manage the service.

#### DURATION OF AGREEMENT AND REVIEW

The agreement shall proceed on an annual rolling basis, reviewed every 6 months, for a minimum of two years with reviews set at month 3, 6, 12, 18 and 24. The temporary post shall be funded for a minimum of two years. The delivery agreement may be extended or terminated at the end of each full year of provision (running January to January)

#### **2 GOALS AND OBJECTIVES**

The goal of this agreement is to achieve the collaborative delivery of Heritage Services between MCC and TCBC

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 both stakeholders
- Meet service demands to contribute to the Regeneration functions of both stakeholders

#### **3 AGREEMENT BACKGROUND AND OVERVIEW**

An opportunity has arisen for Monmouthshire County Council and Torfaen County Borough Council to enter into a shared service in relation to the delivery of specialist advice focussing on the Historic Environment. 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 issues of coverage, availability of officer's advice 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 of 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 Borough Council  
Torfaen County Borough Council

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

##### **5.1 MCC**

1. Direct management and delivery of Listed Building Consent and Conservation Area Consent applications together with subsequent Discharge of Condition applications. (Heritage Officer is the case officer)
2. Monitoring of implementation of above applications on site, providing on going advice through the works and ensuring compliance.
3. Direct management and delivery of enforcement issues relating to Listed Buildings. (Heritage Officer is the case officer)
4. Direct management of Listed Buildings at risk advising Members and securing direct action through formal notices. (Heritage Officer is the case officer)
5. Direct management of Pre application advice requests relating to Listed Buildings. (Heritage Officer is the case officer).
6. Providing advice on pre- application advice requests in relation to development in Conservation Areas or setting of Listed Buildings.
7. Providing advice on all types of development in Conservation Areas.
8. Providing advice on wider aspects of the Historic Environment including regeneration/urban design/public realm schemes.
9. Writing/Managing the delivery of Supplementary Planning Guidance in relation to Conservation Area Appraisals
10. Advising on the development and implementation of policy and wider SPG in relation to the Historic Environment and support delivery of the LDP
11. Directly participating in regional learning frameworks such as SEWCOG (South East Wales Conservation Officers Group)
12. Shall report where necessary to committee, members and senior leaders in relation to all aspects of the service delivery above.

##### **5.2 TCBC**

1. Provide advice in relation to the delivery of Listed Building Consent and Conservation Area Consent applications together with subsequent Discharge of Condition applications. (Heritage Officer is the consultee – to be reviewed in line with case officer role)
2. Providing advice, develop and assists with implementation of regeneration/urban design/public realm projects and initiatives to protect, enhance and conserve the wider historical environment in particular the World Heritage Site
3. Provide advice in relation to the delivery of enforcement issues relating to Listed Buildings. (Heritage Officer is the consultee- to be reviewed in line with case officer role)
4. Provide advice in relation to the delivery of Listed Buildings at risk advising Members and securing direct action through formal notices. (Heritage Officer is advising Enforcement Officer)
5. Provide advice in relation to Pre application advice requests relating to Listed Buildings and setting of/Conservation Areas/WHS.
6. Assist on the development and delivery of Supplementary Planning Guidance in relation to Conservation Area Appraisals.

7. Provide advice in relation to the development and implementation of policy and wider SPG in relation to the Historic Environment and support delivery of the LDP
8. Directly participating in regional learning frameworks such as SEWCOG
9. Shall report where necessary to committee, members and senior leaders in relation to all aspects of the service delivery above.

## **6 SERVICE CHARGES**

The newly created post, Grade I (SCP 37-41) shall be funded at a cost of £44k per annum, with additional funding to cover the salary increment and any NJC pay increase. This will be paid by TCBC to MCC on a monthly basis. The full cost of £88, 923 shall be committed by TCBC prior to the individual being employed.

Yr 1 SCP 39 Salary	£33,135
Total	£43,911

Yr 2 SCP 40 Salary	£34,105
Total	£45,012

Yr 3 SCP 41 (top) total £50,792 (with anticipated NJC 2.75 inc £52, 310)

## **7. PROPOSED FRAMEWORK**

It is proposed that the service will be delivered through one team, managed by the Heritage Manager at MCC retaining the existing team positions and structure for MCC with the addition of the one new fixed term post. The existing team Leader Economy and Strategic Regeneration (Post E) will also provide additional resource for the Heritage Service as set out below: A team structure is set out in Appendix A.

- a) The vacant post (Post D) which will be recruited on a fixed term contract for two years, will be wholly funded by TCBC for the duration of the agreement.
- b) The existing team Leader Economy and Strategic Regeneration for TCBC (Post E) will also provide additional resource for the Heritage Service that will include World Heritage Site Matters, Regeneration Initiatives and Grant Funding with the Heritage Service providing a mentoring role specific to conservation matters.
- c) Posts A – E to provide specialist advice in relation to all aspects of the historic environment to both Authorities. They shall be available for both Authorities to access during the working week, having a presence in both offices following current service demands.
- d) 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)
- e) A member of the Heritage Team (A-D) will work from Ty Blaen, New Inn for a minimum of 3 days per week, and by arrangement should specific advice on regeneration matters be required. (Arrangements can be flexible with agreement with the Heritage Manager – Post A)
- f) The World Heritage Site Co-ordination role and responsibilities will be led by the Team Leader Economy and Strategic Regeneration (Post E) and will therefore be primarily delivered by this post for all non-development management functions.
- g) The Heritage Manager reporting will be as shown in appendix A for the both Authorities.
- h) 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 TCBC, this will be subject to review and further consideration.

- i) Workload and demands on officer time will be monitored closely through the quarterly reviews. Work programmes will be produced for both organisations to ensure there is clarity of expectation and there is a full understanding of demands on officer time.
- j) The officers shall work to their employing organisations Terms and Conditions.
- k) Should there be a view that the partnership has been a success and warrants consolidation key performance measures and a more robust Service Level Agreement will be put in place.
- l) 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.
- m) If for whatever reason either party want to withdraw during the term of this agreement:
  - They have to give a minimum of 3 months' notice.
  - If TCBC decide to withdraw then they would decide if they wanted to transfer Post D over to its team and would be responsible for any costs incurred with that decision. If TCBC decided not to transfer the post it would be liable for any termination costs.
  - If MCC decide to withdraw then they would be liable for any additional costs that may be incurred over and above that already covered by TCBC through this agreement.
  - At the end of any agreement period, if post D is not required the cost of any redundancy will be borne by TCBC.

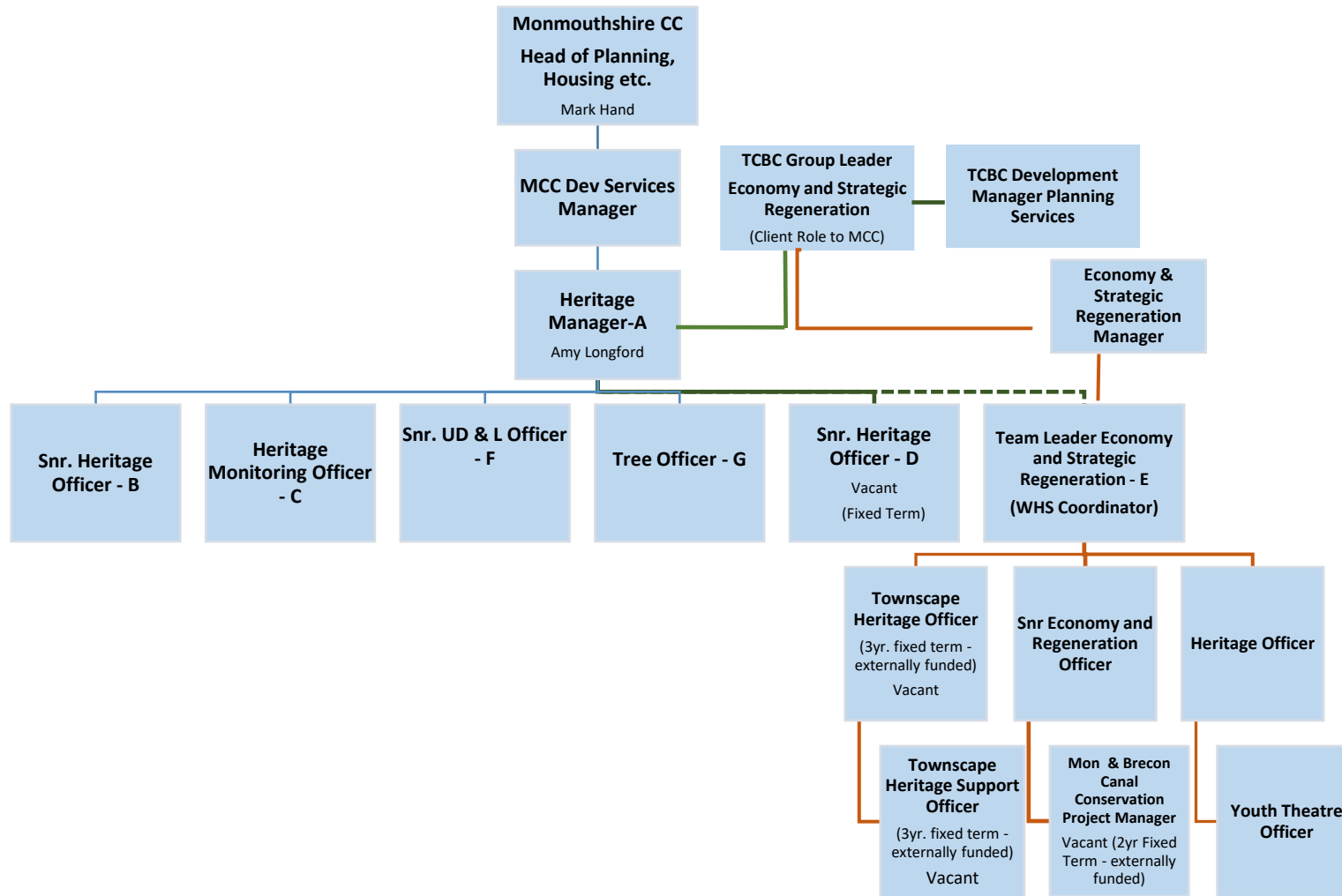
## **8 PRACTICAL DELIVERY**

- 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
- Post D & E IT and equipment shall be provided by TCBC
- Posts A- E to have full access to systems and network drives for both Authorities

## **9 COMMITMENT**

TCBC will commit to payment for Post D for a period of two years 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, TCBC shall be released from payment. TCBC shall issue a Purchase Order to MCC for the full salary cost of the post at the beginning of the annual term as set out in point 6 above, plus any NJC increase. MCC will invoice TCBC against this Purchase Order on a Quarterly basis.

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



— — Conservation Management  
— Regeneration Management