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23 March 2022

Dear Councillor,

**Cabinet**

**6:00pm on Thursday 31 March 2022**

**Meeting to be held in the Council Chamber, Civic Centre, Cannock**

You are invited to attend this meeting for consideration of the matters itemised in the following Agenda.

Yours sincerely,

**T. Clegg**  
**Chief Executive**

To: Councillors:

Lyons, Mrs. O.	Leader of the Council
Jones, B.	Deputy Leader of the Council and Neighbourhood Safety & Partnerships Portfolio Leader
Jones, Mrs. V.	Community Engagement, Health & Wellbeing Portfolio Leader
Sutherland, M.	District Development Portfolio Leader
Johnson, J.P.	Environment & Climate Change Portfolio Leader
Fitzgerald, Mrs. A.A.	Housing, Heritage & Leisure Portfolio Leader
Hewitt, P.M.	Innovation and High Streets Portfolio Leader

# Agenda

## Part 1

- 1. Apologies**
- 2. Declarations of Interests of Members in Contracts and Other Matters and Restriction on Voting by Members**

To declare any personal, pecuniary, or disclosable pecuniary interests in accordance with the Code of Conduct and any possible contraventions under Section 106 of the Local Government Finance Act 1992.
- 3. Updates from Portfolio Leaders**

To receive and consider oral updates (if any), from the Leader of the Council, the Deputy Leader, and Portfolio Leaders.
- 4. Minutes**

To approve the Minutes of the Meeting held on 3 March 2022 (enclosed).
- 5. Forward Plan**

Forward Plan of Decisions to be taken by the Cabinet: March to June 2022 (Item 5.1 - 5.2).
- 6. Corporate Plan 2022-26**

Report of the Head of Governance and Corporate Services (Item 6.1 - 6.12).
- 7. Interim Position Report - First Stage of the Business Case for the Extension of the Shared Service Arrangements**

Report of the Chief Executive (Item 7.1 - 7.29).
- 8. Progress on Equality and Diversity Objectives and Action Plan for 2022-23**

Report of the Head of Governance and Corporate Services (Item 8.1 - 8.9).
- 9. Cannock Chase Special Area of Conservation Partnership Memorandum of Understanding and Permission to Spend on Mitigation Projects**

Report of the Head of Economic Prosperity (Item 9.1 - 9.54).
- 10. Health In All Policies**

Joint Report of the Head of Environment & Healthy Lifestyles and the Head of Economic Prosperity (Item 10.1 - 10.21).

## **Cannock Chase Council**

### **Minutes of the Meeting of the**

#### **Cabinet**

**Held on Thursday 3 March 2022 at 6:00 p.m.**

**In the Council Chamber, Civic Centre, Cannock**

#### **Part 1**

#### **Present:**

Councillors:

Lyons, Mrs. O.	Leader of the Council
Jones, B.	Deputy Leader of the Council and Neighbourhood Safety & Partnerships Portfolio Leader
Jones, Mrs. V.	Community Engagement, Health & Wellbeing Portfolio Leader
Fitzgerald, Mrs. A.A.	Housing, Heritage & Leisure Portfolio Leader
Hewitt, P.M.	Innovation & High Street Portfolio Leader

#### **84. Apologies**

Apologies were submitted for Councillors J.P. Johnson, Environment and Climate Change Portfolio Leader, and M. Sutherland, District Development Portfolio Leader.

#### **85. Declarations of Interests of Members in Contracts and Other Matters and Restriction on Voting by Members**

No other Declarations of Interest were made in addition to those already confirmed by Members in the Register of Members' Interests.

The Leader advised that all Cabinet members had been lobbied by different community groups, councillors, town councillors and others in respect of agenda item 7, 'Pye Green Community Centre'.

#### **86. Updates from Portfolio Leaders**

##### **(i) Leader of the Council**

The Leader updated in respect of the following:

- **Russian Attack on Ukraine**

Further to last night's full Council meeting, the letter to the Ukrainian Ambassador to the UK to show the Council's solidarity and unity against the unprovoked and wholly unacceptable aggression by Russia was being drafted and would be circulated around to Members once complete. Additionally, a Ukrainian flag was being sourced to be raised at and flown from the Civic Centre as soon as able to do so.

- **Council Tax Information Booklet**

Further to the approval of the Council Tax precepts at last night's full Council meeting, a booklet had been drafted for distribution to households that would include information about each element of the precept (i.e., Police, Fire & Rescue, County Council, District Council and Parish and Town Councils), and what the responsibilities of each organisation were.

(ii) **Community Engagement, Health & Wellbeing**

The Portfolio Leader updated in respect of the following:

- **Cannock Chase Can Promotion**

The App was launched last month, and since then the project team had been touring local supermarkets, community centres and groups to gain support for the App and the wider programme. The tour had been accompanied by a variety of promotional activities that would focus the public's attention on the app. A dedicated Facebook page and separate website were in place to reach those people that could not access the app. Other promotional activities included radio advertising, banners in Council parks and community centres, plasma screens in GP's surgeries, and brand labelling on all Council vehicles and any health and wellbeing related work.

Dates had been confirmed with local supermarkets for larger engagement opportunities, and links made with local support groups and the Job Centre. The project team were continuing to follow up on new leads and were now working toward the official launch in April, to tie in with the relaunch of Brereton Can, which first launched in 2019 by Brereton Millions, this being the prototype for the Cannock Chase Can project, which was further developed with the inclusion of the new feature, the 'wellness wheel', with each spoke representing themes that influence individual health and wellbeing. Brereton Can was now being aligned to the wellness themes in the Cannock Chase Can app, and both projects would work in tandem with and support each other moving forward.

Brereton businesses and community groups met this week to showcase how they could get involved. They would be piloting how a well-established community group could increase local connections to the project.

There were already 232 users signed up to the app, actively committing to challenges and using it as they should. The overall response had been positive from users so far. Going forward, new features would be developed to keep the app fresh and relevant.

As part of the official release, Inspiring Healthy Lifestyles had offered five annual memberships as a prize draw for all those that signed up in February. The winners were now being chosen at random and would be notified in the coming days.

In addition to the app, further wider engagement activities had been created.

- **Cannock Hospital Minor Injuries Unit**

There was still concern that, after numerous letters to the NHS Commissioners and the Royal Wolverhampton NHS Trust (as the managers of the Unit), that the Unit had still not been reopened. The public had made their views clear on this and wanted it reinstated, resulting in a petition for its reopening being signed by

3,008 residents across Cannock Chase and the surrounding area. Councillor Hewitt, working across the District and County Councils, had presented this petition to Staffordshire County Council, asking that they lobby the NHS Commissioners, to heed the views of the residents and provide a date for the reopening of the Unit.

### **(iii) District Development**

On behalf of the Portfolio Leader, the Leader of the Council updated in respect of the following:

- **Omicron Grant Support**

The Economic Development Team were actively recontacting those businesses that had not responded to the Omicron invitation email sent out initially. This extra support would continue for the next three weeks so the Council could be sure all attempts had been made to support those businesses that were eligible for the Omicron grant support.

Additionally, further business applications continued to be approved under the Discretionary Additional Restrictions Grant (ARG) Policy, with the aim being that by taking both of these direct actions the ARG spend would be maximised by 18 March.

In respect of the Welcome Back Fund, all monies on the programme were to be spent in full, so £179,000 would be defrayed by the 31 March deadline date.

- **Apprenticeships and 'Nil Top Up' Training Grants**

With regards to apprenticeships, the original target was to have 50 approved and in place. The actual number approved was 63, which was an investment package worth £315,000. The apprenticeships had been created from businesses sectors including engineering and manufacturing, retail and commercial enterprise, education and training, construction, planning and the building, and arts, media, and publishing.

For the 'Nil Cost Training Top Up', the total investment grant package was worth £65,000. The grants had supported sectors including telecommunications, training, professional services / photography, laundry, holistic therapies, digital marketing, scaffolding, HE consultancy to small and medium sized enterprises (SMEs), test and inspection, and IT services.

Working with partners local case stories will be highlighted, and the intention would be to work with partners and funding opportunities to secure future delivery of initiatives of this nature.

- **McArthurGlen Designer Outlet**

Planning approval was granted on 9 February for the provision of a multi-storey car park at the Designer Outlet.

Joint marketing initiatives were being worked on with McArthurGlen to maximise any public relations and joint working opportunities with all targets of increasing promotion of the Outlet and the wider District as a place to visit.

### **(iv) Housing, Heritage & Leisure**

The Portfolio Leader updated in respect of the following:

- **Rugeley Leisure Centre**

The swimming pool was now open again to members, and from Saturday 5 March would be open for public sessions, with the full timetable recommencing from Monday 7 March. Furthermore, the floor of the squash courts had been repaired and the courts were now open too.

Also, a new disability hoist had been purchased to support those who needed additional help getting in and out of the pool.

Along with the Leader, a training session was attended on Sunday evening when over 20 new staff were put through their training course.

There was great enthusiasm all around for the opening of the pool and the official reopening of the leisure centre on 26 and 27 March.

- **Hawks Green Housing Development Completion Event**

The new housing development at Hawks Green had been completed, at which 22 new Council homes had been delivered. An opening event was scheduled for Friday 18 March, and it was hoped other Councillors would be able to attend.

- **British Schools Pistol and Rifle Championship**

The Council and Inspiring Healthy Lifestyles had worked together with Rugeley Rifle Club to provide an outstanding event for young athletes from all over the UK. Local children had also been encouraged to have a go on the last day of the event. British Shooting were so impressed with the venue that discussions were already underway for Cannock to host the event again next year.

Councillor Lisa Wilson and her team provided refreshments for staff and athletes. The terrific team purchased ingredients, made up lunches and sold them, with over £500 being raised and the profits being given to their Community Table to provide Easter eggs and treats for local children in Heath Hayes, Wimblebury and Hawks Green. Any leftover eggs would be given to children further afield.

**(v) Innovation and High Streets**

The Portfolio Leader updated in respect of the following:

- **Welcome Back Fund**

Back in April 2021, the Government launched a new 'Welcome Back' fund, with this Council being awarded £179,245 to spend on projects to encourage people back into local high streets. Working with Officers, local groups and the parish and town councils in the District were contacted to advise monies were available. A range of events and activities took place across the District that were all very well received by those who attended and took part. The funding was also used to make streetscene improvements in local areas.

**(vi) Neighbourhood Safety & Partnerships**

The Portfolio Leader updated in respect of the following:

- **Staffordshire Police, Fire and Crime Panel**

At the meeting of the Panel held on 14 February that was attended by the Portfolio Leader, the Panel formally approved the proposed Fire and Rescue

Budget and Precept for 2022/23. The Panel also received an update on the Fire and Rescue Safety Plan 2020-2024.

- **Staffordshire Leaders and Chief Executives Meeting**

At the meeting held on 17 February that was attended by the Portfolio Leader (in his capacity as Deputy Leader of the Council), several matters were discussed, including the Strategic Economic Development in Staffordshire 2022, and an update was given on the Staffordshire Sustainability Board.

- **Safer and Stronger Communities Strategies Group**

At the meeting also held on 17 February that was attended by the Portfolio Leader, topics discussed included the approach being taken to tackling anti-social behaviour, Hate Crime, Public Space and Serious Violence, Fraud, Domestic Abuse, Vulnerable Adults, Modern Slavery, and Counterterrorism. This was a very effective multi-agency approach to keeping people safe across Staffordshire.

- **Reduction in Anti-social Behaviour**

Following a meeting attended earlier today between the Council and Police, it was pleasing to report in the last twelve months, anti-social behaviour across the District had reduced by 31%, which equated to some 800 fewer reports and was an outstanding achievement.

This reflected extremely well on the Community Safety Partnership as a whole and was testament to the direct action taken by the Police, the diversionary activity to prevent offending, and the support given to victims by the Community Safety team and partners.

## **87. Minutes**

### **Resolved:**

That the Minutes of the meeting held on 2 February 2022 be approved.

## **88. Forward Plan**

The Forward Plan of Decisions for the period March to May 2022 (Item 5.1 – 5.2) was considered:

### **Resolved**

That the Forward Plan of Decisions for the period March to May 2022 be noted.

## **89. Pye Green Community Centre, Bradbury Lane, Hednesford**

Report of the Head of Economic Prosperity (Item 7.1 - 7.16).

### **Resolved:**

That consent be refused for an assignment or sublet of Pye Green Community Centre to the Trustees of the 1<sup>st</sup> Hednesford Scouts Group.

### **Reasons for Decisions**

Based on the impact to hirers, users, and the wider community, and the strength and level of concerns raised about Hednesford Town Council's request regarding the lease arrangements for the Pye Green Community Centre ('the Centre') (as well as

the current lease being clear the Centre was intended for community use), it was considered that refusal of consent for assignment or sublet of the Centre to the Trustees of the 1<sup>st</sup> Hednesford Scouts Group was the most appropriate course of action to take.

**90. Quarter 3 Performance Report 2021/22**

Report of the Head of Governance and Corporate Services (Item 6.1 - 6.61).

**Resolved:**

That the third quarter progress and performance information related to the delivery of the Council's priorities as detailed in report Appendices 1a to 1c and 2a to 2c, be noted.

**Reasons for Decisions**

The performance information allowed Cabinet to monitor progress in delivery of the Council's Corporate Priorities.

**91. Revenues and Benefits Collection Report - Quarter 3 2020/21**

Report of the Head of Finance (Item 8.1 - 8.17).

**Resolved:**

That:

(A) Information regarding collections be noted.

(B) The arrears listed in the confidential Appendices to the report be written off.

**Reasons for Decisions**

Efficient collection of the Council's revenues was of major importance to the funding of Council services and those provided by its preceptors.

Whilst the collection rates were good, regrettably not all of the monies owed to the Council could be collected, and so the report recommended the write off of bad debts that could not be recovered.

The meeting closed at 7:07 p.m.

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**Leader**



## Forward Plan of Decisions to be taken by the Cabinet: March to June 2022

For Cannock Chase Council, a key decision is as an Executive decision that is likely to:

- Result in the Council incurring expenditure or making savings at or above a threshold of 0.5% of the gross turnover of the Council.
- Affect communities living or working in two or more Council Wards.

Further information about key decisions and the Forward Plan can be found in Sections 10 and 28 of the Council's Constitution.

Representations in respect of any of matters detailed below should be sent in writing to the contact officer indicated alongside each item c/o Democratic Services, Cannock Chase Council, PO Box 28, Beecroft Road, Cannock, WS11 1BG or via email at [membersservices@cannockchasedc.gov.uk](mailto:membersservices@cannockchasedc.gov.uk)

**Copies of non-confidential items will be published on the Council's website 5 clear working days prior to the relevant meeting date.**

Item	Contact Officer / Cabinet Member	Date of Cabinet	Key Decision	Confidential Item	Reasons for Confidentiality	Representation Received
Corporate Plan 2022-26	Head of Governance and Corporate Services / Leader of the Council	31/03/22	Yes	No		N/A
Interim Position Report - First Stage of Business Case for the Extension of Shared Service Arrangements	Chief Executive / Leader of the Council	31/03/22	No	No		N/A
Progress on Equality and Diversity Objectives and Action Plan for 2022-23	Head of Governance and Corporate Services / Community Engagement, Health & Wellbeing Portfolio Leader / Innovation and High Streets Portfolio Leader	31/03/22	No	No		N/A
Cannock Chase Special Area of Conservation Partnership Memorandum of Understanding and Permission to Spend on Mitigation Projects	Head of Economic Prosperity / Environment and Climate Change Portfolio Leader	31/03/22	Yes	No		N/A

Item	Contact Officer / Cabinet Member	Date of Cabinet	Key Decision	Confidential Item	Reasons for Confidentiality	Representation Received
Health in All Policies	Head of Environment & Healthy Lifestyles / Head of Economic Prosperity / Community Engagement, Health & Wellbeing Portfolio Leader / Housing, Heritage & Leisure Portfolio Leader	31/03/22	No	No		N/A
Establishment of the Staffordshire Leaders' Board	Chief Executive / Leader of the Council	28/04/22	No	No		N/A
Leisure Concessions Scheme	Head of Environment and Healthy Lifestyles / Housing, Heritage & Leisure Portfolio Leader	28/04/22	Yes	No		N/A
Climate Emergency - Costed Action Plan	Head of Environment and Healthy Lifestyles / Environment and Climate Change Portfolio Leader	28/04/22	Yes	No		N/A
Local Plan Regulation 19 Consultation	Head of Economic Prosperity / District Development Portfolio Leader	16/06/22	No	No		N/A
Private Sector Housing Strategy 2022-27	Head of Environment and Healthy Lifestyles / Housing, Heritage & Leisure Portfolio Leader	16/06/22	Yes	No		N/A
Economic Prosperity Strategy Refresh	Head of Economic Prosperity / District Development Portfolio Leader	16/06/22	No	No		N/A
Representatives on Outside Bodies 2022-23	Chief Executive / Leader of the Council	16/06/22	No	No		N/A
End of Year Performance Report 2021-22	Head of Governance and Corporate Services / Innovation and High Streets Portfolio Leader	16/06/22	No	No		N/A

<b>Report of:</b>	<b>Head of Governance &amp; Corporate Services</b>
<b>Contact Officer:</b>	<b>Judith Aupers</b>
<b>Contact Number:</b>	<b>01543 464 411</b>
<b>Portfolio Leader:</b>	<b>Leader of the Council</b>
<b>Key Decision:</b>	<b>Yes</b>
<b>Report Track:</b>	<b>Cabinet: 31/03/22 Council: 27/04/22</b>

**Cabinet  
31 March 2022  
Corporate Plan 2022-26**

**1 Purpose of Report**

- 1.1 This report presents the Corporate Plan for 2022-26. This Plan will replace the existing Corporate Plan 2021-24.

**2 Recommendation(s)**

- 2.1 That Members approve the submission of the Corporate Plan 2022-26 set out at Appendix 1 to Council on 27 April 2022 for formal approval and inclusion in the policy framework of the Council.

**3 Key Issues and Reasons for Recommendations**

**Key Issues**

- 3.1 The Council's current Corporate Plan for 2021-24 was developed in 2020/21 in response to the impact of the pandemic on the District, the local economy, our community, and the Council's finances.
- 3.2 With a new administration elected in May 2021, a review has been undertaken of the Corporate Plan and a new plan produced to reflect the priorities for the next 4 years.
- 3.3 The Corporate Plan setting out the Council's priorities for 2022-26 is set out at Appendix 1. The emphasis of the new plan is on ambition for District and its residents
- 3.4 Once approved, action plans will be produced to underpin the delivery of each of the priorities. Progress will be reported on these quarterly and they will be updated annually.

## Reasons for Recommendations

- 3.8 Adopting a new Corporate Plan for 2022-26 allows the Council to set a new focus and priorities for the District over the next four years.

### 4 Relationship to Corporate Priorities

- 4.1 The Corporate Plan 2022-26 will replace the current plan and establish refreshed priorities.

### 5 Report Detail

- 5.1 The Council's current Corporate Plan for 2021-24 was developed in 2020/21 in response to the impact of the pandemic on the District, the local economy, our community, and the Council's finances.
- 5.2 Whilst the Plan is only in its first year of delivery and good progress is being, following the election of a new administration in May 2021 a review has been undertaken to consider their priorities for the future.
- 5.3 The issues underpinning the plan have not changed significantly but the approach and ambition for the District has changed. A new plan has been drafted to reflect the new administration's priorities for the future and the key actions and projects that are to be delivered.
- 5.4 As the key issues underpinning the Corporate Plan have not changed, further consultation has not been undertaken at this stage. However, engagement will be undertaken as part of the development and delivery of specific projects e.g., the regeneration work proposed for Cannock Town Centre.
- 5.5 Good corporate planning will ensure that the Council has a clear framework within which actions can be taken and which achieve the greatest impact on agreed priorities and objectives within the resources available.
- 5.6 The full Corporate Plan for 2022-26 is set out in Appendix 1.
- 5.7 Detailed delivery plans to support each of the priorities and objectives, setting out the timeline for implementation will be developed and these will be brought to Cabinet for consideration in due course prior to approval by Council.

### 6 Implications

#### 6.1 Financial

Due regard will be given to the Council's financial position when determining the actions to deliver on the priorities and objectives for the new Corporate Plan.

Production of the plan will be met through existing resources including design and publication of the plan.

## 6.2 Legal

The Corporate Plan forms part of the Policy Framework within the Council's Constitution. The new Corporate Plan will replace the existing plan.

## 6.3 Human Resources

A key action in the Corporate Plan is the development of an Organisational Development Strategy. The purpose of the Strategy will be to review the existing skills and resources of the Council's workforce and to use this data to determine what additional skills and resources are required to support delivery of the Council's services and the projects set out in the Corporate Plan.

## 6.4 Risk Management

The Council's Strategic Risk Register sets out the risks the Council faces in delivering its priorities. This will be updated to reflect the changes to the Council's priorities and will be reviewed alongside the development of the new delivery plans.

## 6.5 Equality & Diversity

An Equality Impact Assessment has been undertaken as part of the development of the Corporate Plan.

## 6.6 Climate Change

The Corporate Plan outlines the way in which commitments to addressing Climate Change are being addressed through the priorities of the Council. This will be supported by a more detailed costed action plan in due course.

# 7 Appendices to the Report

Appendix 1: Corporate Plan 2022-26

## Previous Consideration

None

## Background Papers

None

## CORPORATE PLAN 2022-26

### Foreword

This is our vision for Cannock Chase and our plan for how to go about it.

We are developing fresh ideas, engaging with our local communities, and working more closely with partner organisations. We want to work together to achieve our ambitious long-term goals to create a thriving future for the whole of Cannock Chase.

Our local area has undergone considerable change in recent years, shifting from our traditional mining heritage and developing a diverse local economy. Our location places us at the heart of the national transport network. The new McArthurGlen Designer Outlet Village opened in 2021 - attracting visitors, creating local jobs, and providing a welcome boost for our local economy.

We are incredibly lucky to have Cannock Chase and the surrounding Areas of Natural Beauty on our doorstep. As the local housing offer has increased, local residents have benefitted, and we have also seen a number of people relocating into the area.

Our rich history is built around natural resources and energy generation which continues with the inspiring development of the former Rugeley Power Station site. The regeneration plans place us at the forefront of the green revolution, providing exemplar of sustainable development and the Zero Carbon Rugeley project.

Having secured £20 million from the Government's Levelling Up Fund, we have exciting plans to redevelop the area around the multi storey car park in Cannock Town Centre and proposals to enhance the Prince of Wales Theatre.

Birmingham 2022 Commonwealth Games will put Cannock Chase on the global stage when we host the mountain biking events. Our priority is to ensure the event leaves a local legacy, encouraging residents to take up cycling and other sports and activities.

The social and economic disadvantages, such as inequalities in levels of pay, educational attainment and health must be addressed. These are complex issues and, sadly, there is no quick fix. Cannock Chase District Council is committed to working closely with partners to tackle these issues and ensure local residents benefit from better health, improved job prospects and more fulfilling life chances.

Our many amazing local communities demonstrated incredible community spirit and generosity during the pandemic by pulling together and supporting their neighbours. We want to build on this by providing support and enabling our local communities to take action. We want to collaborate and work together with town and parish councils, local community groups and those who are well placed to encourage local action.

**Item No. 6.5**

We are committed to playing our part to tackle the worldwide challenge of climate change by reducing our local CO<sub>2</sub> emissions. We appreciate that the Council's own carbon footprint is a small part of the overall challenge, but we are determined to address this and encourage the local people in our community, voluntary, statutory, and business sectors to play their part.

This is our ambitious vision, and we want to work together to achieve it.

Councillor Olivia Lyons

Leader of Cannock Chase Council

## **Cannock Chase in numbers**

- 101,484 residents in 2020 (estimate)
- 46,611 households in 2020 (estimate)
- An Area of Outstanding Natural Beauty and 2 Special Areas of Conservation
- Over 1,000 acres of parks, open spaces, sports, conservation and play areas
- 3 Town Centres with 347 Town Centre Units
- 5,075 Council Homes
- Unemployment rate (claimant count) of 3.5% - February 2022
- 60 new affordable homes built in 2020-21
- 1.2 million domestic bins emptied
- 3,405 Business Enterprises in 2021
- 469 planning applications April 2021 - March 2022
- 97 CCTV Cameras Monitored
- 98% of food premises rated 3 stars or better 2021-22
- 31 Public car parks across Cannock Chase, 11 of which are pay and display



## Vision:

Ambition is at the heart of our plan. Post pandemic we have an opportunity to repave the path ahead.

We want a Cannock Chase that local residents are proud to call home:

- Rejuvenated town centres, local businesses that are supported and an environment where entrepreneurship is encouraged.
- Empowered residents encouraged to lead healthy and independent lives.
- A local environment that is protected, preserved, and enhanced for future generations.

We will be a forward-thinking Council, making best use of our assets, living within our means, and ensuring we are accountable for our decisions.

We cannot achieve this vision alone and want to work together with partnerships, town and parish councils and community groups to achieve this ambition.

## PRIORITY 1 - ECONOMIC PROSPERITY

**“To reinvigorate the economy and create a District that thrives”**

We aim to:

- **Attract investment to develop the District’s economy.**
- **Encourage entrepreneurship, promote apprenticeships, and support business.**
- **Attract modern, green, and skilled industries and create jobs.**
- **Rejuvenate our town centres.**
- **Support the development of our visitor economy.**

We want to create an environment that supports and encourages growth and people’s ambition to set up and run their own businesses. Our aim is to attract investment and businesses that will create skilled jobs for local people and businesses that use green technology to support our commitment to reducing the impact of climate change. We want to encourage businesses and people into our town centres and attract visitors to the District.

Over the next 4 years we will:

- Deliver the Levelling Up Fund regeneration scheme for Cannock Town Centre, creating a new cultural hub and high-quality public realm.
- Work in partnership to secure investment in major projects to create confidence in our District.

- Seek to identify and promote employment sites for new and growing businesses.
- Work with established Growth and Skills Hubs to streamline and simplify access to business support services, access to training and apprenticeships.
- Continue to work with partners to secure additional funding to be able to continue business growth and start-up schemes.
- Work with our Colleges and training providers to equip young people and all residents with skills they need to access employment opportunities.
- Work with partners to identify and support businesses to become more carbon efficient and identify opportunities to create green jobs in our District.
- Identify opportunities to improve public realm in our town centres.
- Work with town/parish councils, local businesses, and traders to support the development of initiatives to increase vibrancy of our town centres and increase footfall.
- Work with Destination Staffordshire to promote our key attractions, accommodation providers and events.
- Maximise the legacy of the 2022 Commonwealth Games by using the event to help boost the District's profile.
- Identify a pipeline of future projects to support economic growth opportunities and the rejuvenation of our town centres across Rugeley, Hednesford, Cannock and the surrounding villages and maximise investment and funding into the District.

## **PRIORITY 2- HEALTH & WELLBEING**

**“To encourage and support residents to lead healthy and independent lives”**

We aim to:

- **Provide opportunities for residents to lead healthy and active lifestyles and recognise the importance of mental health and wellbeing.**
- **Embed health and wellbeing into all of our policies and everything that we do.**
- **Work with partners to address health inequalities across the District.**
- **Support residents that need our help.**

We want to create opportunities for all of our residents to lead healthy and active lifestyles. For some, this may be by using our leisure centre facilities, for others, it may be walking our parks, or on the Chase, or by cycling around the District. We want to reach out to those residents who may find this daunting and help them to try out new activities in their local communities, that will support their physical and mental health and well-being.

We currently provide a range of facilities for people to use, including:

- 2 leisure centres, with swimming pools, (Cannock and Rugeley)
- 4 destination parks,
- 43 play areas across the district
- 14 football pitches and 3 artificial turf pitches (ATP's),
- 20 tennis courts and 4 skate parks
- A theatre and museum to support cultural and mental wellbeing.

Over the next 4 years we will:

- Work with Inspiring Health Lifestyles (IHL) leisure trust and other stakeholders to deliver campaigns to promote the benefits of being active and living healthily.
- Work with Staffordshire County Council to deliver the "Better Health Staffordshire" Pilot Project.
- Develop a Health and Wellbeing Strategy.
- Deliver lasting legacy projects from the Commonwealth Game Mountain Bike event, (i.e., Mountain Bike (Perry) Trail and Bike and Play trail).
- Work with partners to encourage the take up of benefits for by residents with low incomes.
- Work with Support Staffordshire and Staffordshire County Council to build on community spirit & volunteering / befriending advocacy.
- Promote the use "Cannock Chase Can" online app to support people in leading healthy lifestyles.
- Encourage residents to walk or cycle to and from work and school.

We will also continue to:

- Work on fuel poverty with partners, such as Staffordshire Warmer Homes.
- Provide accommodation for young people leaving care and support to sustain their tenancies.
- Provide an outreach service for rough sleepers.
- Provide support for veterans.
- Work with partners to safeguard the most vulnerable people within our district.
- Provide funding to voluntary organisations to provide free independent, impartial, and confidential advice to our residents.

### **PRIORITY 3 - THE COMMUNITY**

**“To ensure Cannock Chase is a place that residents are proud to call home”**

We aim to:

- **Ensure our neighbourhoods are safe, clean, and tidy**
- **Maintain our local parks and green spaces.**
- **Encourage residents to live a sustainable lifestyle.**
- **Improve the housing offer across the District.**
- **Ensure our communities are well designed, accessible, and inclusive environments.**
- **Support and build strong connections within our local communities.**

We want our District to be an attractive and safe place to live. We will preserve our open spaces and local parks. We aim to build on the existing and new communities across our District so that residents feel connected and supported. We want to ensure that our residents have a choice in their housing accommodation and that it is safe.

Over the next 4 years we will:

- Work with town/parish Councils and local community groups to tackle litter and undertake litter picks.
- Carry out targeted campaigns to tackle specific types of waste crime and raise awareness of the Council’s zero-tolerance to all types of environmental crime.
- Develop a co-ordinated response to anti-social behaviour (ASB) across partner agencies.
- Engage with young people at risk of engaging in ASB through targeted diversionary activities across the district.
- Undertake a review of all our play areas.
- Provide support and opportunities to community groups wishing to take on more responsibility for improving and developing open spaces and play areas.
- Work with partners and the local community to support appropriate tree planting schemes.
- Undertake campaigns to raise awareness of the ways in which residents can reduce their impact on the environment.
- Develop an Environmental Strategy and action plan to reduce our impact on the climate.
- Work with partners to support the delivery of the zero-carbon pilot scheme in Rugeley.

- Increase housing choice.
- Ensure that our housing stock is safe and sustainable.
- Work with other housing providers and landlords to ensure that their properties are safe and healthy.
- Adopt a new Local Plan for the district.
- Support the progression of current and future Neighbourhood Plans within the district.
- Work with partners to support community events.

#### **PRIORITY 4 - RESPONSIBLE COUNCIL**

##### **“To be a modern, forward thinking and responsible Council”**

We aim to:

- **Improve our customers’ access to services.**
- **Enhance the use of technology and new ways of working.**
- **Develop our workforce to ensure they are suitably skilled.**
- **Be a responsible Council that lives within its means and is accountable for its actions.**
- **Make the best use of our assets.**

We want to improve the ways in which customers can access our services and at a time that suits them through better use of technology; whilst continuing to provide contact via the telephone or face to face for those customers who need more personal support.

Building on the lessons we have learned during the pandemic; we will develop a hybrid working model that supports employees to continue to work flexibly and in a way that best suits their role. Alongside this we want to ensure that our staff are trained to deliver the services that our residents need. The Council faces a challenging financial future, so it is important that we live within our means and make the best use of the assets we have. We will communicate with our residents to provide updates on the progress we are making in delivering our priorities and key decisions that affect the future of services.

Over the next 4 years we will:

- Develop a new customer portal to deliver better access to services on-line.
- Update our digital technology strategy and plan future improvements.
- Develop and deliver a workforce plan.
- Set a Medium-Term Financial Strategy (MTFS).

**Item No. 6.12**

- Undertake a corporate wide review of our assets and develop a new Asset Strategy.
- Identify opportunities for funding for green initiatives to improve energy efficiency of our buildings.
- Communicate with residents and stakeholders using language that is clear and easy to understand.
- Provide updates on our progress in delivering the priorities set out in this plan.

<b>Report of:</b>	<b>Leader of the Council</b>
<b>Contact Officer:</b>	<b>Joint Chief Executive</b>
<b>Telephone No:</b>	<b>01785 619 200</b>
<b>Portfolio Leader</b>	<b>Leader of the Council</b>
<b>Report Track:</b>	<b>Cabinet: 31/03/22 (SBC: 07/04/22) Council: 27/04/22 (SBC: 19/04/22)</b>

**Cabinet**

**31 March 2022**

**Interim Position Report – First Stage of the Business Case for the Extension of the Shared Service Arrangements**

**1 Purpose of Report**

- 1.1 To consider the case for continuing with detailed work to establish a comprehensive business case for the extension of shared services between Cannock Chase and Stafford Borough Council to include the sharing of a Senior Management Team led by a shared Chief Executive.

**2 Recommendations**

- 2.1 That subject to approval of the proposals by Stafford Borough Council, at its Council meeting on 19 April 2022, the Council approves:
- (i) To continue to explore the opportunities of further shared services with Stafford Borough Council.
  - (ii) That the Joint Chief Executive be authorised to continue to develop the second stage of the detailed business case which is to be reported to Cabinet on 13 October 2022 and Council on 16 November 2022 (“the Term”) together with an outline implementation plan.
  - (iii) During the Term, Mr Clegg will remain employed by Stafford Borough Council and seconded to Cannock Chase Council by agreement under section 113 of the Local Government Act 1972. Council agree to continue to share the full costs of the Joint Chief Executive post with Stafford Borough Council on a 50/50 basis as set out in the report to Council on 19 May 2021.

## Item No. 7.2

- (iv) That in order to continue to provide adequate cover arrangements and to provide a mechanism in relation to conflicts of interests, that the Joint Deputy Chief Executive arrangements remain in place during the Term to support the completion of the detailed business case in line with the report to Council on 19 May 2021.
- (v) That the non-decision-making Shared Services Board continue to consider any matters that arise in the interim. The Board will report to both Councils' Cabinets with the final proposal being put to each Council meeting for final determination.
- (vi) That the Head of Law and Administration together with the interim Deputy Chief Executive (Joint Shared Head of Human Resources), in consultation with the Leader of each Council are authorised to finalise the necessary legal and HR arrangements in relation to the above recommendations.
- (vii) Increase the budget provision for independent advice and support to the development of the second stage of the business case to £60,000. The full cost to be shared 50:50 by each Council.
- (viii) Inviting the Local Government Association to:
  - Engage with Members early in the development of the second stage of the business case to seek their views on the wider sharing of services:
  - Hold one to one sessions with all Heads of Service to obtain feedback on existing shared services and their considerations and thoughts on the proposals.
  - Review the second stage of the completed business case, prior to its submission to both Councils for consideration, to ensure that it provides sufficient and balanced information for Members to make a final decision on.

### 3 Key Issues and Reasons for Recommendation

#### Key Issues

- 3.1 At its meeting on 19<sup>h</sup> May 2021, Council agreed to the secondment of the Stafford Borough Council's Chief Executive, Tim Clegg, to provide services as Joint Chief Executive and Head of Paid Service from 1 June 2021, for a period of 14 months. It was proposed that an interim report be prepared after 8 months in relation to the potential for a wider shared service between Cannock Chase District and Stafford Borough Councils.
- 3.2 It was also agreed that if after eight months either party felt that the arrangements were not working, the Joint Chief Executive would support Cannock Chase Council to consider and implement alternative arrangements.



- 3.3 The sharing of a Chief Executive, supported by a Deputy Chief Executive at each Council has proved to be effective as a concept. However, it is not sustainable in the longer term in the current form due to the flat structure of both organisations and the large number of direct reports that the Chief Executive is responsible for managing. In order to provide the resilience required and to increase the strategic capacity of both organisations, it would be essential to restructure and bring both Leadership Teams together into one senior team that would support both organisations. This will be considered further as part of the second stage of the business case.
- 3.4 The vision for a wider sharing of services is:
- each Council should retain its distinct and local identity, including decision making powers, service priorities, direction, and accountability.
  - to deliver improved outcomes for local people at the same or reduced cost than could be achieved if services continued to operate separately.
  - “One Team supporting two Councils”
  - Transformation of services and processes through process re-engineering, smarter working, and the use of improved technology,

This is set out in more detail in Appendix 1

- 3.5 To deliver the vision, the Joint Chief Executive, with the support of senior officers, would work to combine the talent, knowledge, and experience of each authority’s officers to build capacity and deploy resources to transform service quality and delivery to the residents of each Council in line with each Council’s priorities (business objectives). In doing so it is envisaged that this will bring opportunities to influence a wider audience both regionally and nationally and ultimately working more closely with key local partners to deliver for our communities.
- 3.6 Subject to an agreement by both Councils to continue to explore the wider sharing of services, the second stage of a comprehensive Business Case for sharing services will be developed and this will include the following key information:
- (i) Scope of the joint or individual Ambition, Efficiencies, Effectiveness, and breadth of Opportunities.
  - (ii) Models of sharing and preferred option(s) including financing.
  - (iii) Key Advantages and Opportunities.
  - (iv) Resilience and Capacity Considerations.
  - (v) Financial Context/Imperative, sharing of potential savings/costs, economies of scale.
  - (vi) Long-term vision, wider sharing opportunities and benefits, including best practice from each authority

- (vii) Risks and Risk Management.
  - (viii) HR, Legal and other employee relations matters.
  - (ix) Staff and Trade Union Engagement.
- 3.7 Proposals to support the second stage of the business case and the development of a wider sharing arrangements will also be prepared which will set out:
- (i) Implementation Timetable – key milestones and dependencies.
  - (ii) Joint Governance arrangements for key decisions, performance management and monitoring.
  - (iii) Joint Appointments process to senior appointments.
  - (iv) Senior Staffing Structure recommendations.
- 3.8 The second stage of the business case would consider two options:
- (i) A shared Chief Executive, Leadership Team, and services; and
  - (ii) Sharing some additional services but not a Chief Executive/Leadership Team.
- 3.9 The second stage of the business case and an implementation plan would be presented to Cabinet on 13 October 2022 and Council on 16 November 2022.
- 3.10 It is proposed to increase the budget for buying in specialist expertise to develop the next stage of the business case from £40,000 to £60,000. This additional sum is to allow for additional support given the capacity issues that have been experienced in this first stage.
- 3.11 In view of the strategic importance of the business case for wider sharing to both Councils, it is proposed to invite the LGA to engage with Members to seek their views on the wider sharing of services and to review the completed business case, prior to its submission to both Councils for consideration.
- 3.12 There remains at this stage an option for each Council to agree to do nothing and end further consideration of the wider sharing opportunity. It is considered that this could deprive each Council the opportunity, with mounting budgetary pressures, to deliver on their ambitions for their communities, through the prospect of achieving:
- economies of scale;
  - pooling skills, talent, and experience of a combined workforce;
  - development and implementation of innovative methods of service delivery across both local authority areas;
  - to trade and charge creatively to raise revenue without imposing unacceptable costs on local people; and

- better position each Council to be able to successfully bid for funding streams made available by Central and/or Regional Government and other funding bodies.
- 3.13 Having considered the context, the opportunities and risks offered by a wider sharing of services, should Members decide not to proceed further to developing the second stage of a detailed business case, each Council will need to develop other options for addressing the capacity, resilience, and financial issues it is facing. These options could include the reduction of some services currently provided and/or the ceasing of some non-statutory services. The status quo is not an option.

#### **Reasons for Recommendations**

- 3.14 In accordance with the report approved by Council on 19th May 2021, a detailed business case is to be prepared and used as the basis for determining whether to continue to share a Chief Executive and the wider sharing of services.
- 3.15 As the preparation of a detailed business case will be complex, time consuming and will incur a cost for both Councils, this report seeks to establish whether both Councils are supportive of continuing with this work and to agreeing the increase in budget to support the formulation of the business case.

### **4 Relationship to Corporate Priorities**

- 4.1 The potential to continue to share a Chief Executive and develop a business case for further shared services is considered to be a key element in supporting the Council to remain financially resilient and providing the necessary capacity and resilience for the delivery of the priorities set out in the Corporate Plan and the management of the business of the Council.

### **5 Report Detail**

#### **Shared Services to date**

- 5.1 The sharing of services and management teams continues to be a well-established and recognised strategy to address a wide range of issues relating to finances, capacity, growth, and resilience.
- 5.2 Stafford Borough and Cannock Chase District Councils have been sharing services since 2011. The first phase primarily focussed on support services commencing with the Monitoring Officer role and subsequently Finance, Internal Audit, Risk and Resilience, Legal, Information Technology and Human Resources being shared. In addition, two front facing services, Building Control and Revenues and Benefits, were also shared.
- 5.3 The first phase of shared services has been successful in:
- (i) delivering a combined total of on-going savings in the order of £1m;

- (ii) creating a critical mass by the joining of services has also:
    - allowed the delivery of further savings following the outsourcing of leisure services by both Councils and efficiency savings as part of ongoing budget savings; and
    - allowed the services to continue to be delivered in-house; had they remained separate teams, some of them would have been reduced to such a small size that they could not be sustained and would undoubtedly have been outsourced.
  - (iii) Transforming services - all services went through a transformation process to align and re-engineer processes. This was particularly successful for the Revenues & Benefits service and led to improvements in performance for turnaround times. Numerous policies, regulations and guidance notes have been aligned across the two Councils.
  - (iv) Increasing resilience - this was particularly successful for Building Control and the operation of its trading account.
  - (v) Alignment of some ICT systems - this mainly relates to the IT infrastructure and those services that have been shared. This generated financial savings, efficiency savings and resilience (in terms of business continuity) for both Councils
- 5.4 There are however a number of areas where the first phase of shared services hasn't delivered all of the benefits anticipated and this is largely due to not all services being shared. Examples include:
- (i) Technology - limited progress has been made in sharing bespoke software with duplicate systems being maintained e.g., Planning, Environmental Health, Elections, CRM;
  - (ii) Procurement - limited progress in aligning contracts and delivering savings through joint tenders;
  - (iii) Sharing of best practise - whilst progress has been made by the shared services themselves, very little has been shared outside of these services. Also, progress for the shared services has been limited in some cases where protocols are set outside by services that are not shared e.g., committee report templates.
- 5.5 Under a wider sharing of services, the existing shared services could be reviewed to deliver further savings, efficiencies, and improvements to service delivery. The issues identified in 5.4 could be addressed through the sharing of a Leadership Team and services.
- 5.6 A second phase of shared services was considered by both councils in April 2019 which looked at Environmental Service Digital/Customer services and the management of Planning Services and Systems. Both Councils agreed to review the options for further collaboration and Phase 2 of the Environmental Services

Review, including the potential for further shared services, after a period of 18-24 months.

### **Sharing a Chief Executive**

- 5.7 The two Councils have been sharing a Chief Executive on an interim basis since June 2021, pending the development of the shared services business case. As part of this interim arrangement, a Deputy Chief Executive has been established at each Council to provide support to the Chief Executive and provide cover in his absence. It is considered that this has proved to be effective as a concept. However, it is not sustainable in the longer term in the current form due to the flat structure of both organisations and the large number of direct reports that the Chief Executive is responsible for managing. In order to provide the resilience required and to increase the strategic capacity of both organisations, it would be essential to restructure and bring both Leadership Teams together into one senior team that would support both organisations. As set out in 9.6 and Appendix 3, both Leadership Teams are supportive of a shared Chief Executive and Leadership as the basis for the wider sharing of services. This will be considered further as part of the second stage of the business case.
- 5.8 There have been challenges for the Chief Executive in covering meetings for both Councils and the deputies or Heads of Service have covered those he has not been able to attend. This could be improved through:
- co-ordinated management of Council, Cabinet and Committee meetings; and
  - the restructuring of the senior management team and the creation of strategic posts.
- 5.9 The Chief Executive has offered his observations of from working across both Councils over the last 9 months:
- The Councils have more things in common to build on than differences.
  - Members and staff from both authorities are open to change that can safeguard and improve services.
  - The staff in both Councils take a great pride in their work and share the same public service ethos.
  - Our workforce is ageing and recruitment in many disciplines is difficult. Both Councils need a workforce development plan and to invest in our rising stars - we can do this better together.
  - The pandemic has “unfrozen” the way we have always worked and created an opportunity to create a more flexible work pattern that benefits staff including those with caring responsibilities and makes the Councils more attractive employers.
  - Customers increasingly expect choice and convenience in how they request services and both Councils need to offer a comprehensive digital platform and it will be cheaper and better to develop this together with integrated services.

- The existing shared services have delivered substantial savings and some service improvements. However, they can deliver far more if the front facing services are integrated and there is a single clear and consistent strategic direction driven by one Leadership Team.
- Currently there is both unnecessary duplication with both authorities doing the same things and wasteful inconsistency in how we carry out routine processes which could be early wins in the transformation of shared services.
- Both Councils need to make substantial savings in the next two years; shared services can make a substantial contribution to that. Otherwise, we will need to identify additional savings from service delivery.
- The challenges facing the Councils include: the Levelling Up agenda, fiscal and decision-making devolution, the development of a Staffordshire Leaders Board, a proposed county deal and the changing regional context. This will require increased strategic capacity to support the political leadership of the authorities to ensure that we operate effectively to secure the financial resources and Government support to achieve our ambitions.

## **6. The Key Drivers for Further Sharing of Services**

### **The pressure on Local Government Finance**

- 6.1 The overall long-term trend of diminution of funding for local government due to cuts in government grants is expected to continue unabated irrespective of the short-term financial support due to the pandemic. There is also only a very limited opportunity to offset this pressure by increasing Council Tax. The Government has signalled a review of Business Rates and the system of resource allocation to local authorities (previously called the Fair Funding Review), likely to be implemented next year. This creates uncertainty regarding the proportion of business rates retained by the Council, the Council's share of core funding and the distribution of whatever replaces New Homes Bonus.
- 6.2 This external uncertainty can only be mitigated by ensuring that the Council is as well-equipped as possible to deal with the unknown, by examining its costs and where possible, creating capacity (including financial capacity) to weather the challenges and thrive. Significant increases in the demand for services, notably in adult social services, has impacted on available funding for district councils but more widely demographic changes, the higher minimum wage, and other factors (such as changes to the benefits system) have increased demand for services and costs much more quickly than Councils' ability to raise council tax or business rates. The financial pressure facing both Councils is likely to become more acute in the future due to the loss of revenue as a direct result of the pandemic. Any pre-pandemic financial assumptions for the medium to long-term have quickly become out of date.
- 6.3 In addition to external financial uncertainties and pressures such as those related to Covid, the local government finance review and inflation, there are a number of potential risks that are more local for each authority. For example:

- The recruitment and retention of experienced staff is becoming harder particularly in services such as Planning. The difficulty in attracting staff and unprecedented increase in service demand have led to delays in processing applications.
- Services dependent on income such as Licensing, Bereavement Services, Building Control and Land Charges may face reduced income due to demand fluctuations and competition.
- Car parking is a significant source of income for both authorities and has reduced as a result of the pandemic, more people working from home and the rise of internet shopping.
- Recycling and waste services are operating in a marketplace that is very challenging, with multiple factors (fuel costs, driver shortages and new legislation etc.) giving rise to increased costs - this may have an impact on new contracts over the medium term.
- The success of bids for Levelling Up and Future High Streets Funding is welcome but requires the councils to borrow money to match fund the grants resulting in ongoing revenue costs to service the debt. They also create a significant demand upon staff capacity to oversee the success of the programmes, keep them on track and ensure robust control.

### **Levelling Up / Devolution**

- 6.4 The Government's Levelling Up White Paper encourages regional/ sub-regional structures with governance arrangements and strong identifiable leadership models with which Government departments will deal. To enable both authorities to continue influencing the agenda and to be effective partners with central Government, there is a need to create strategic capacity at a senior level in both authorities so that we can play a full part in this work.
- 6.5 In Staffordshire, a proposed County Deal has been developed which includes a formal structure in the form of a Leaders Board of Staffordshire County Council and the 8 district/ borough councils to drive collaboration on key issues including economic development and climate change. It is likely that future funding will be directed via this route, so it is important that both authorities continue to influence the development of the county deal and play a full part in working with partners to deliver our objectives.

## **7. Opportunities created by a wider sharing arrangement**

### **Shared characteristics**

- 7.1 Each Council is distinct in its history, traditions, geography, and community make-up and each has much in common which should be highlighted and celebrated moving forward:
- (i) Each has a relatively small officer establishment the main difference accounted for in the type of delivery of housing provision.

- (ii) Both Councils have chosen to outsource their leisure & cultural services and waste & recycling services, whilst retaining in-house streetscene services.
- (iii) Both have limited revenue and capital resources to tackle the multitude of challenges each faces irrespective of the recent success of both Council's in gaining central funding through Future High Streets and Levelling Up Fund bids,
- (iv) Both areas have historic town centres and extensive rural land areas to manage within.
- (v) Both Councils have their individual areas of deprivation with differing levels of health inequalities, crime and disorder and educational under-achievement. The prospects for young people are mixed taking account of a wide range of socially constructed issues relating to educational standards, health, and job opportunity irrespective of the impact of the pandemic on national and local economies.

### **Differences**

7.2 There are also two key differences between the two Councils:

- (i) Stafford Borough Council has all-out elections, whereas Cannock Chase District Council elects by thirds.
- (ii) Cannock Chase Council retains responsibility for its housing provision

### **Benefits and Opportunities**

7.3 There are a number of shared characteristics and opportunities identified for both councils that creates the potential for joint working on common strategic issues across our administrative boundaries and would provide the potential to deliver a number of advantages which are set out below.

#### *Economic Growth*

7.4 The opportunity offered by the recent funding allocations from central Government demonstrates the potential for the scale and quality of change that can be achieved. Each Council has an ambitious economic growth and regeneration agenda and has set objectives to improve the wellbeing of residents, but this level of ambition will require resources to deliver it. The sharing of key skills, experience and knowledge across both councils can only be advantageous moving forward and will enhance the potential to develop, as appropriate, joint business cases for further major investment. An opportunity also exists to continue to improve coordination and effective joint working with a range of private, public, and voluntary sector partners.

7.5 Working and delivering together should enable both Councils to develop a broader influence in the allocation of resources from County level, regional, and central Government on the basis that any future shared partnering arrangements will represent a greater population and general scale of required need and delivery.



- 7.6 Extending joint working will also provide both Councils with a stronger voice in any process to reshape local government in the County by enabling a common direction, agenda, and a single voice. The organisations will also gain valuable experience of managing strategic change quickly and effectively. There is also the longer-term potential for the shared arrangement to expand at a later time to the benefit of existing and future partners.

*Community Health and Wellbeing*

- 7.7 Seamless, uninterrupted planning and delivery of services to a community whose common needs are not primarily shaped or dictated by administrative boundaries would be beneficial.

The Staffordshire Commissioner has already started to commission cross boundary projects to reduce antisocial behaviour, domestic abuse and hate crime and there is an expectation for councils to explore this further in relation to mental health, drug, and alcohol use.

*Financial Sustainability*

- 7.8 The delivery of savings is one of the key benefits of sharing services and is achieved through economies of scale and reducing duplication. This creates the potential to eventually free up financial resources and deliver reductions in management overhead, allowing frontline resources to be protected and ensure continued delivery of excellent customer service. The headline facts are:

- A combined spend of £30.9 million based on the approved budgets for 2022/23.
- Previous shared arrangements achieved approximately 10% savings amounting to in excess of £1m for both Councils, combined with improved efficiencies and resilience. Further savings were achieved following the outsourcing of leisure services at both Councils, 10% is typical of the level of savings for back-office services, whereas 8% is the indicative saving for front line services. Our own experience and that of other Councils who have chosen to share services provides a level of confidence in the delivery of savings and a rationale to continue with a detailed business case.
- The natural level of turnover in both Councils will provide opportunities to re-engineer structures at minimum cost without necessarily impacting adversely on staff morale or the need for compulsory redundancies.

*Capacity & Resilience*

- 7.9 The creation of one senior management team to deliver services to both Councils presents an opportunity to address the capacity and resilience issues currently faced by both Leadership Teams and to succession plan for the future. Currently the Chief executive has 11 direct reports that split their time between strategic and operational responsibilities. the pandemic, together with increasing service demands has changed the focus to operational issues rather than planning and shaping the future. There is a need to re-dress this imbalance. Furthermore, in the event of an absence at Head of Service level, as has been the case at both

Councils over the last 6 months, it falls to the Chief Executive to cover for the absent Heads of Service together with support from the respective service managers. Over the last six months, the 2 Deputy Chief Executives have been able to offer some support in this regard, though this has been limited by their respective existing service remits. These capacity and resilience issues need to be addressed and the creation of a shared leadership team provides an opportunity to do this.

7.10 In addition, there are opportunities to:

- achieve economies of scale by “pooling” talent, skills, and experience in a combined skilled workforce.
- Retain and recruit staff - some Teams are experiencing high turnover and difficulties in recruiting to professional/specialist roles. Others have the potential to be combined or rationalised. The wider sharing of services will provide greater opportunity for career development and advancement for staff and a shared brand to attract future talent to a new and vibrant alliance working together.

*Organisational transformation*

7.11 There is no settled blueprint for change, organisational design, ways of working or sharing of services at this stage. The final shape of joint working and pace of change will be subject to a comprehensive business case and ultimately agreement by both Councils. Transformation and creating a unified culture focussing on continuous improvement and customer service will be key to the success of sharing services. Both councils have changed how they work as a result of the pandemic, with most office-based staff having worked from home on the advice of the government to reduce infection rates. Staff surveys have shown that there is a wish on the part of both workforces to operate a hybrid way of working in the future, allowing staff to work flexibly from home and council offices. This has “unfrozen” traditional patterns of working and will require organisational and management change to be effective. This presents an opportunity to create a shared way of working and to consider opportunities to rationalise accommodation, which would reduce costs and provide an opportunity for increasing income through the leasing of vacant office space.

7.12 There are additional opportunities to:

- Develop and implement innovative methods of service delivery
- Jointly procure and implement new technology more economically and efficiently. As referred to earlier, progress in doing this through the current shared IT service has largely been limited to those services which are shared; it has proved more challenging to achieve this where services aren’t shared. Further sharing will remove barriers and aligning technology will be key to service transformation, delivering efficiencies and improving customer satisfaction.

- 7.13 Ultimately, it will be staff that will make the wider sharing of services work well. Engagement with the workforces will be a key aspect of bringing together talent across both Councils and support the aligning of culture and values to maintain enthusiasm and interest in this exciting venture.
- 7.14 The key to realising these opportunities quickly is effective political leadership across both authorities, served by a unified leadership team led and managed by a Joint Chief Executive.

## **8. Challenges and Risks**

- 8.1 Alongside the opportunities created by the further sharing of services, there are also risks:
- (i) Changes in political control and views on sharing services;
  - (ii) Differences in political policies, which reduce the opportunity to align services and the delivery of efficiencies and savings.
  - (iii) Failure to engage with staff, leading to uncertainty impacting on service transformation and delivery.
- 8.2 These risks can be managed and mitigated, and this would be explored further as part of the development of the second stage of the detailed business case. Whilst further sharing of services provides opportunities for an ambitious transformation programme, it also presents challenges. There will be a need to commit resources and time in order to do this well and this could detract from delivering other council priorities. The transformation programme will need to be designed to minimise disruption by scheduling work around the delivery of other key projects.
- 8.3 Each Council has its own terms and conditions (T&Cs) relating to the employment of its staff. Whilst many of the Councils' HR policies have been aligned over the last 10 years through the sharing of HR services, T&Cs have not been changed. The Council's pay and grading structures are underpinned by different job evaluation structures. To change these would require a substantial piece of work, consultation with trade unions and would have significant short and long-term financial consequences. Further details of the issues relating to terms and conditions are set out in section 10.

## **9. Progress made to date**

- 9.1 A Shared Services Board comprising the Leaders and Deputy Leaders of both Councils together with the Chief Executive, the two Deputy Chief Executives, the Monitoring Officer and the Section 151 Officer has been set up. The Board has agreed the following principles:
- (i) **Sovereignty** - that both Councils must retain their sovereignty and individual identity (with local residents) whatever the outcome of the shared services review.
  - (ii) **Services in scope of the Review** - the report to each Council in May 2021 agreed in principle that both Councils recognise that the scope for sharing,

or collaboration should not be unduly restricted. At the time both Councils proposed that the Economic Development service and in particular its inward investment function should remain with each Council as it was perceived that there could be the potential for competition between the two Councils.

In light of the need to strengthen these areas in the future to the benefit of each Council the Shared Services Board agreed to include Economic Development in the review. However, it remains the case that Cannock Chase Council does manage its own housing stock and in accordance with legislation its Housing Revenue Account is a ring-fenced service and hence is outside the scope of sharing and this position remains unchanged.

- (iii) **A review of the Memorandum of Understanding** - the Board acknowledged that the existing Memorandum of Understanding (MoU) had served its purpose some decade ago and needed a refresh to acknowledge new requirements, demands, needs and ambition of each Council. A revised draft MoU is presented for agreement. Although it is accepted that this document will need to be regularly reviewed to ensure it remains fit for purpose. See Appendix 2.
  - (iv) **Issues to be considered** - that the review should include consideration of: terms and conditions of staff, future models of sharing and structures, the medium-term financial position of both councils and the potential for aligning contract renewal dates for significant outsourced services, including refuse collection.
  - (v) **Communications, Consultation and Engagement** - that communication and consultation would be needed with staff, trade unions and Members. A communications and consultation plan is being developed and this will be a key element of the work to be undertaken at the next stage. Such change as that contemplated by the wider shared service agenda will only be successful if we take the workforces with us on the journey. All staff, the trade unions and Members will be kept informed of progress and key decisions throughout. As with the first phase of shared services, engagement in the development of a detailed business case will largely be with Leadership Team and managers. Consultation will also take place with the Trade Unions. Wider engagement with staff would take place if the business case is agreed. This would inform the proposals for bringing services together, restructuring and transforming them. Engagement has commenced with both Leadership Teams as set out in 9.6 and Appendix 3.
- 9.2 Research work has been undertaken on previous, recent, and current planning for wider partnerships and sharing arrangements between local authorities at District and Borough Councils. Examples of business cases are readily available in the public domain and most demonstrate the detail that is required in order to support the key decision to progress to implementation.
- 9.3 The final decision on whether to share further services and a Chief Executive and officer Leadership Team is a major one and the issues are complex. A well-developed business case is important to inform the considerations of both

councils, however, the decision will still require strategic and political judgement. Ultimately the successful transformation of both councils will require the total commitment and leadership of both cabinets and the members of the leadership teams.

- 9.4 Should either council decide not to progress with the further sharing services there will be a need to identify an alternative means of addressing the financial and capacity issues facing both councils. Given the financial challenges facing both Councils, preparatory work on this has commenced.
- 9.5 The development of the business case has been hampered by capacity issues resulting from a number of key members of both Leadership Teams being absent on long term sick leave and the additional work caused by the emergence of the Omicron variant of Covid. This has highlighted some of the capacity and management structure issues that need to be addressed by both organisations. It has also highlighted the need for additional resources to support the development of the business case; this is covered in more detail in Section 11 - Next Steps.
- 9.6 The Leadership Teams of both councils have met and are positive in their support to take the shared services agenda forward, in particular, having a shared leadership team. The outcome of the meeting is contained in Appendix 3.
- 9.7 An indication of the potential savings which could be achieved has been calculated, based on an average of 8% for front line services and 10% for the admin/support functions to frontline services and corporate/back-office services not currently shared. In total, it is estimated that a combined total saving for both Councils of £1,064,010 could be achieved. However, this would be reduced by any costs associated with creating additional strategic capacity as part of the creation of a shared Leadership Team.

## **10. Legal provisions and potential models of delivering Shared Services**

- 10.1 There are a range of legal provisions to enable the sharing of services between Councils:
  - (i) Section 101 of the Local Government Act 1972 allows local authorities to delegate functions to other local authorities (subject to provisions contained in other legislation). Although the delegating authority remains ultimately responsible for the execution of the functions, Section 101 makes it possible for councils to perform functions on behalf of other councils.
  - (ii) Section 102 of the Local Government Act 1972 makes a provision for councils to establish joint committees with other local authorities to discharge their functions. Joint committees are invariably established through a legal agreement signed by the participating local authorities. There are many joint committees in operation, delivering specific services such as revenues and benefits, building control, museums, highway functions and waste.
  - (iii) Section 113 of the Local Government Act 1972 allows a local authority to enter into an agreement with another local authority to place an officer of

one at the disposal of the other for the purposes of discharging the latter's functions.

- (iv) Councils also have powers to set up companies for the purpose of performing any of their ordinary functions. They will, however, need to be mindful of competition law and state aid issues. In their dealings with companies they own, wholly or in part, they must also observe the restrictions imposed by the Public Contracts Regulations 2006. There will be a number of other considerations in setting up a company and councils will need to seek specific advice before doing so.

10.2 When considering models for sharing there are 2 aspects to consider - financial and employment.

### **Financial**

10.3 Under the current model of shared services, the financial agreement provides for savings arising from sharing services to be shared on a 50:50 basis. However, this does not mean that all costs and income associated with the running of the service are shared 50:50. The initial budgets differed and reflected the respective levels of service provided pre-sharing. Over the last 10 years, budgets have become more closely aligned as teams have been restructured and savings delivered from the outsourcing of leisure at both Councils. However, when a service generates income for one of the Councils, all of that income goes to that Council; the same applies to grants. Given the use of public money, it was essential to consider the financial implications for taxpayers of both Councils and the financial model was agreed with the Councils' external auditors.

10.4 In essence, we can model savings on the basis that they will be shared 50:50. However, in reality it depends how much each Council's service costs before sharing; and whether or not the cost apportionment methodology for the new shared service is bespoke, or simply 50:50. Therefore actual savings may well differ between the two Councils.

10.5 There are other options for sharing costs etc and one example of this would be to share costs on the basis of Office for National Statistics population data for each Council. Further work will be needed to consider the most suitable financial model under a wider sharing arrangement.

### **Employment**

10.6 There are 3 main models used to manage the employment of staff under shared services:

- (i) The 'host authority' model in which one or other of the two partner Councils becomes the employer in law for the employees of both Councils. This would require a transfer of staff to one or other of the partner Councils which could trigger the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ('TUPE'). The host model would be underpinned with a joint agreement for the other shared partner to cover the employment and associated costs involved on an agreed reimbursement model. This model does provide for an opportunity to

equalise terms and conditions of service over a period of time subject to TUPE regulations, consultation with the workforce and trade unions etc.

- (ii) The ‘current employer’ model. This would see employees remain with their existing local authority employer but would be allowed to work for the partner authority under powers set out in section 113 of the Local Government Act 1972 as part of a merged officer structure. This model would maintain the existing terms and conditions for each Council.
- (iii) The third option is a hybrid model, whereby there is a “Host Employer” for a particular service, and these are split/paired between the two Councils.

**Current Shared Services Arrangements**

10.7 Our current shared service arrangements are based on the hybrid model using a “paired” arrangement to determine the “host employer” so that as far as possible the number of shared services led by each Council is equal. This model has ensured a balance between the two Councils and minimised the perception of a “takeover” by one or other Council. The paired model was based at Head of Service level, though there is a need to try to achieve a balance between employee numbers as well due to implications for pension fund contributions. This is not a perfect science and there were differences in the number of staff involved in each of the support services that were shared from 2010. The breakdown of existing shared arrangements is as follows:

<b>Cannock Chase Council led</b>	<b>Stafford Borough Council led</b>
Building Control	Human Resources
Finance and Revenues & Benefits	Legal Services
Audit, Insurance & Risk, Civil Contingencies and Procurement	Technology & Reprographics

10.8 Under the paired model, staff were transferred under the Transfer of Undertakings (Protection of Employment) (TUPE) arrangements to whichever Council led the service provision. This meant that the staff’s terms and conditions were protected under the provisions, so they didn’t suffer any financial loss. Over time, where restructures have taken place, teams have aligned their terms and conditions, with staff having the option to change or remain as they were depending on the personal impact.

10.9 Continuing the current model hybrid/paired model may not be the most appropriate going forwards with a wider sharing of services. If a new model, were to be deemed to be more appropriate, consideration would need to be given to the position of the services that are already shared and whether they would remain as they are or aligned with the rest of the services to be shared.

10.10 Under any new model, the terms and conditions for staff would be “protected.” A conscious decision could be taken to equalise terms & conditions across the two Councils. As referred to in 8.3, this would require a substantial piece of work potentially for either Council, and would have significant financial consequences. Alternatively, terms and conditions could be equalised on a gradual basis, subject

to a successful business case, and the integration of teams linked to an agreed implementation and transformation timetable.

- 10.11 Other contractual arrangements will be determined by the decision as to what model of sharing the two Councils agree upon.
- 10.12 Whatever the agreed model, both Leadership Teams are supportive of developing a culture with a “One Team Supporting Two Councils” ethos.

## **11. Next Steps**

- 11.1 A common political understanding and vision for the wider sharing will be required to ensure the business case fulfils the requirements of each Council so engagement with Members will be paramount in the process. This may be best achieved by utilising an independent and knowledgeable external resource such as the Local Government Association (LGA) to ensure transparency in the process. This work needs to be undertaken early in the second stage of development of the business case.
- 11.2 In view of the strategic importance of the business case for wider sharing to both Councils, it is also proposed to invite the LGA to review the completed business case, prior to its submission to both Councils for consideration, to ensure that it provides sufficient and balanced information for Members to make a final decision.
- 11.3 The second stage of the detailed business case would develop the issues related to the wider sharing of services as set out above. This will include options/proposals for:
- Financial sharing;
  - Employment sharing;
  - Structures;
  - Costs and Savings;
  - Governance;
  - Delivery Timetable;
  - Transformation Process
- 11.4 Governance arrangements to support the wider sharing of services will also need to be developed. Consideration will need to be given to the effective use of for example:
- **A Joint Strategy Board – Members**
- To support the joint management structure and joint working of the Councils, to consider matters of interest, opportunities for shared working and/or other joint working opportunities in accordance with the Memorandum of Understanding.



- **Programme Overview Board – Council Leaders, Cabinet Leads**

To be responsible for strategic assurance and monitoring of the implementation programme across each organisation, ensuring the programme delivers to agreed strategic objectives and timescales. To report on an agreed basis and attended by the Chief Executive (or a nominated Deputy in their absence). To be chaired alternatively by each Leader.

- **Programme Implementation Board – Officers**

To provide overall management, direction, guidance, and control to the implementation plan ensuring key deliverables are achieved. Responsible for the direction approval and decision-making of the programme. Reporting timescales to match above bodies for reporting purposes. Chaired by the Joint Chief Executive & Head of Paid Service.

- **Delivery Teams – Lead Officers**

To be responsible for day-to-day delivery and support of the implementation plans. To be supported by Legal, HR, Transformation and Communications.

### **Independent Support and Advice**

- 11.5 The previous report to each Council acknowledged the need for external and independent support is likely to be required to undertake the necessary high level analytical review of service levels/ performance and costs for the detailed business case and would also include specialised guidance relevant to consider potential sharing models and to determine a potential timeline for implementation based upon improvements to service delivery and savings available. Project management support in addition to independent HR and Legal advice will also remain a requirement.
- 11.6 An initial sum of £40,000 was identified split equally by both Councils was agreed for the above work. However, it is considered that this needs to be increased to provide additional capacity. The Chief Executive and the two Deputies have not been able spend as much time on the development of the business case as had been anticipated due to workload demands and the need to cover for absent colleagues. It is therefore recommended that the sum available is increased to £60,000 to allow for additional support to be brought in.

## **6 Implications**

### **6.1 Financial**

The Financial Implications are referred to throughout the report and are to be contained within the existing approved budget. Savings will accrue to both Councils as a result of the implementation of wider sharing of services.

Provision also exists at both Councils in relation to a Shared Services Transformation Reserve. This will be increased to reflect the additional £20,000 requirement proposed in the report.

The cost of the interim management arrangements are to be shared equally by Stafford Borough Council and Cannock Chase Council.

## **6.2 Legal**

In accordance with Section 113 of the Local Government Act 1972 a local authority can enter into an agreement with another local authority to place its officers at the disposal of the other authority. Officers subject to sharing arrangements are able to take binding decisions on behalf of the body at whose disposal they are placed, although they remain an employee of their original authority for employment and superannuation purposes.

Section 112 of the Local Government Act 1972 local authorities have a duty to appoint such officers as they think necessary to enable them to discharge their own functions and any functions which they carry out for another local authority.

Section 4 of the Local Government and Housing Act 1989 places a duty on each Council to designate one of their officers as the Head of Paid Service and to provide that officer with such staff, accommodation and other resources as are, in his/her opinion, sufficient to allow his/her duties under this section to be performed.

Section 151 of the Local Government Act 1972 requires every local authority to make arrangements for the proper administration of their financial affairs and shall secure that one of their officers has responsibility for the administration of those affairs.

## **6.3 Human Resources**

The HR implications are referred to throughout the report

## **6.4 Risk Management**

There are a number of risks associated with the proposal to share a Chief Executive role, and potential shared management team. The benefit of an initial interim arrangement is the opportunity to maintain a lead for service delivery whilst assessing the pros and cons of such an arrangement at first hand. A full risk register would be established as part of the project.

Although the sharing of services to date has provided an infrastructure to mitigate such risks, the sharing of senior management either in part or full, will involve short term resilience and capacity issues as well as issues of culture and change. In order to mitigate this risk, it is proposed additional external capacity and impartial advice, analytical and project management skills together with legal and HR advice, is provided to take this forward in the short term and to support transformation of services in the medium term.

The initial risk is the creation of uncertainty in both organisations and the potential loss of focus on key priorities in the short term.

6.5 **Equality & Diversity**

None

6.6 **Climate Change**

None

**7 Appendices to the Report**

Appendix 1 - Vision for Shared Services

Appendix 2 - Memorandum of Understanding

Appendix 3 - Notes of discussion with Leadership Teams

Appendix 4 - Examples of Structure Models

**Previous Consideration**

Report to Council 19 May 2021

**Background Papers**

None

**Vision for the Wider Sharing of Services  
From the perspective of both Leadership Teams**

- A shared Leadership Team - “One Team” working in collaboration
- Employees feel part of “one team” supporting both Councils
- Members are confident in the shared Leadership Team to deliver each Council’s priorities and policies
- Ambitious Council - Financially Stable
- Customer Focussed
- Flexible Working Place - Employer of Choice
- Shared agenda and clarity of purpose
- All moving in the same direction - see bigger picture
- Aligned culture, values, and behaviours
- Confident, trust and empower staff to not be afraid to make mistakes
- Able to deal better with cross cutting issues
- Knowledge and understanding of both Councils
- Flexible and agile at spotting opportunities for both Councils
- Proactive not reactive; more forward thinking and strategic. Able to plan ahead and less firefighting of issues
- More outcome focussed and less process driven - solution orientated
- Smart and Lean working
- Digital Transformation
- All IT systems are shared; one system for services rather than two
- Procurement and contracts are aligned



## **Sharing of Services**

### **Memorandum of Understanding**

#### **Purpose:**

To determine a basis for implementing an agreed model of Joint Chief Executive and Head of Paid Service led Senior Management Team and develop further sharing opportunities based upon the following principles:

- To strengthen each Council's management and workforce capacity to provide additional resilience and flexibility to ensure each Council can continue to adapt to changing priorities and challenges and remain sustainable into the future.
- Provide a forward-looking environment and workforce to enhance career opportunities within each Council and provide each Council with the ability to recruit and retain a high calibre workforce sourced from local and regional populations.
- Provide increased service resilience and capacity to manage peaks, troughs and/or volatility in demand for services.
- Share existing strengths to continue to develop best practice service delivery across each Council.
- Continued development of joint approaches to digital infrastructure and customer related transformation.
- Minimise corporate overheads and related costs whilst retaining agreed levels of service quality with the long-term aim to improve quality of service provision as determined by each Council and secure cost benefits for citizens.
- To build upon existing shared service arrangements and explore opportunities for further sharing and collaboration in order to:-
  - realign contracts to provide potential savings from procurement and contractor overheads
  - alignment and integration of service specific ICT systems
  - generation of new external income from trading opportunities etc.

- The overriding principle of any joint management arrangements, further sharing or collaboration is to maintain the identity, independence, and integrity of each Council.
- The future funding of local government is uncertain and therefore both Councils need to identify further potential efficiencies and savings from a revised sharing and collaboration model to safeguard each Council's long-term financial sustainability.

**We will do this by:**

- Determining that each Council and its Cabinet retain control over delivery of each Council's services, including the level of budgetary provision for individual services and policy.
- Agreement that due to the pandemic, the initial focus of sharing is seen to be the provision of resilience and capacity throughout both organisations to undertake on-going response and recovery priorities and strategically reshape service provision reflecting the opportunities and flexible working benefits and efficiencies the pandemic has created.
- Identifying common areas of service delivery and exploring how we can be more efficient by working together.
- Making implementation decisions based on robust business cases which are supported by evidence as required.
- Ensuring that the implementation of identified shared service areas is actioned jointly and equitably.
- Acknowledging that an improved service may be best delivered from a single service point and/or location.
- Continuous and consistent engagement and messaging with each Council's workforce and trade unions to ensure equity and transparency throughout the change process.
- Consistent communication to be shared with each Council's community and suppliers to ensure understanding of future models of service provision.

Signed:.....

**Leader of Cannock Chase Council**

Signed:.....

**Leader of Stafford Borough Council**

Dated:.....

### **Feedback from the joint Leadership Team meeting**

Early exploratory discussions have taken place regarding possible future senior management structures that would be required in order to form an effective joint shared senior management team.

The discussions:

- explored the desire to strengthen strategic capacity to advantage each Council together with robust operational capacity and delivery considering the current known budgetary position.
- challenged whether a shared leadership team is essential to the success of further sharing or whether other models should be considered. There was unanimous support for a shared leadership team.

The discussions focused on the creation of strategic capacity at a senior level, starting with the consideration of the role of the Chief Executive.

The shared view was that the Chief Executive should:

- have an ambassador type role, championing the priorities and ambitions of the Council, regionally and nationally, seeking funding;
- work closely with Members, developing the vision and ensuring this is delivered;
- but should also “keep a finger on the pulse” of the operation of the Councils and key organisational issue.

Possible senior management structures have been shared and discussed in principle in order to engage thinking on this matter and are contained in Appendix 4. These are illustrative only. Consideration was given to the creation of a new tier of directors, looking at models with 2, 3 or 4 posts. Both Leadership Teams expressed a preference for having Deputy Chief Executives rather than Directors. It was thought that two such posts was most likely to be the realistic and affordable option, with one outward facing (front-line services) and one inward facing (corporate / back-office services). The Deputies would be responsible for overseeing day to day delivery of priorities and services.

As part of the discussion on structures, both Leadership Teams felt that additional resources would be critical to the success for transformation and implementation, as it was with the initial shared arrangements.

A multitude of differing models exist across local authorities and ultimately what may be agreed at commencement of any possible shared approach will need to be capable of change to reflect priorities going forward.

The senior management structure proposals will be developed further as part of the detailed business case. The decision on the structure for a shared Leadership Team will require a balance to be reached between the need for savings against creating capacity and resilience for the effective delivery of services.

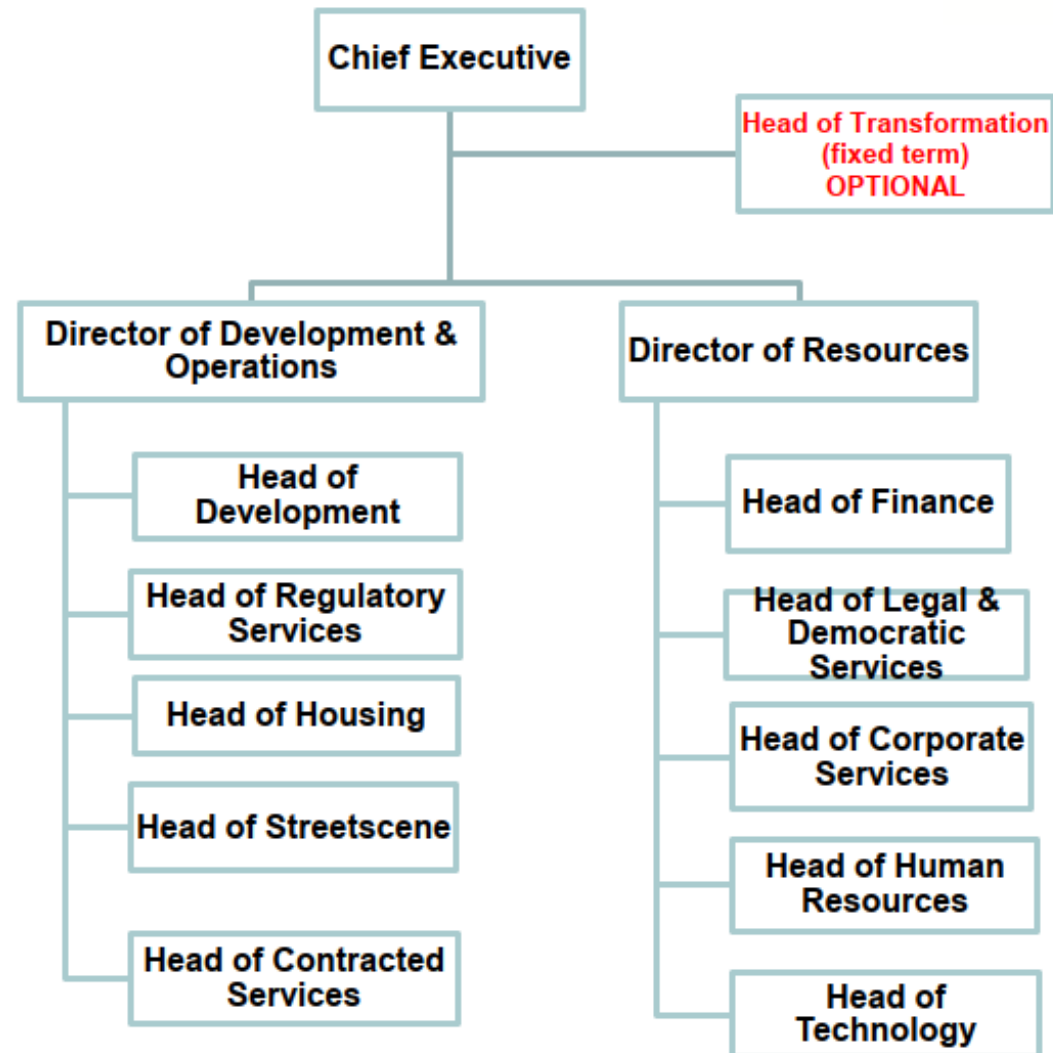


# **Shared Services Workshop – Structure Models**



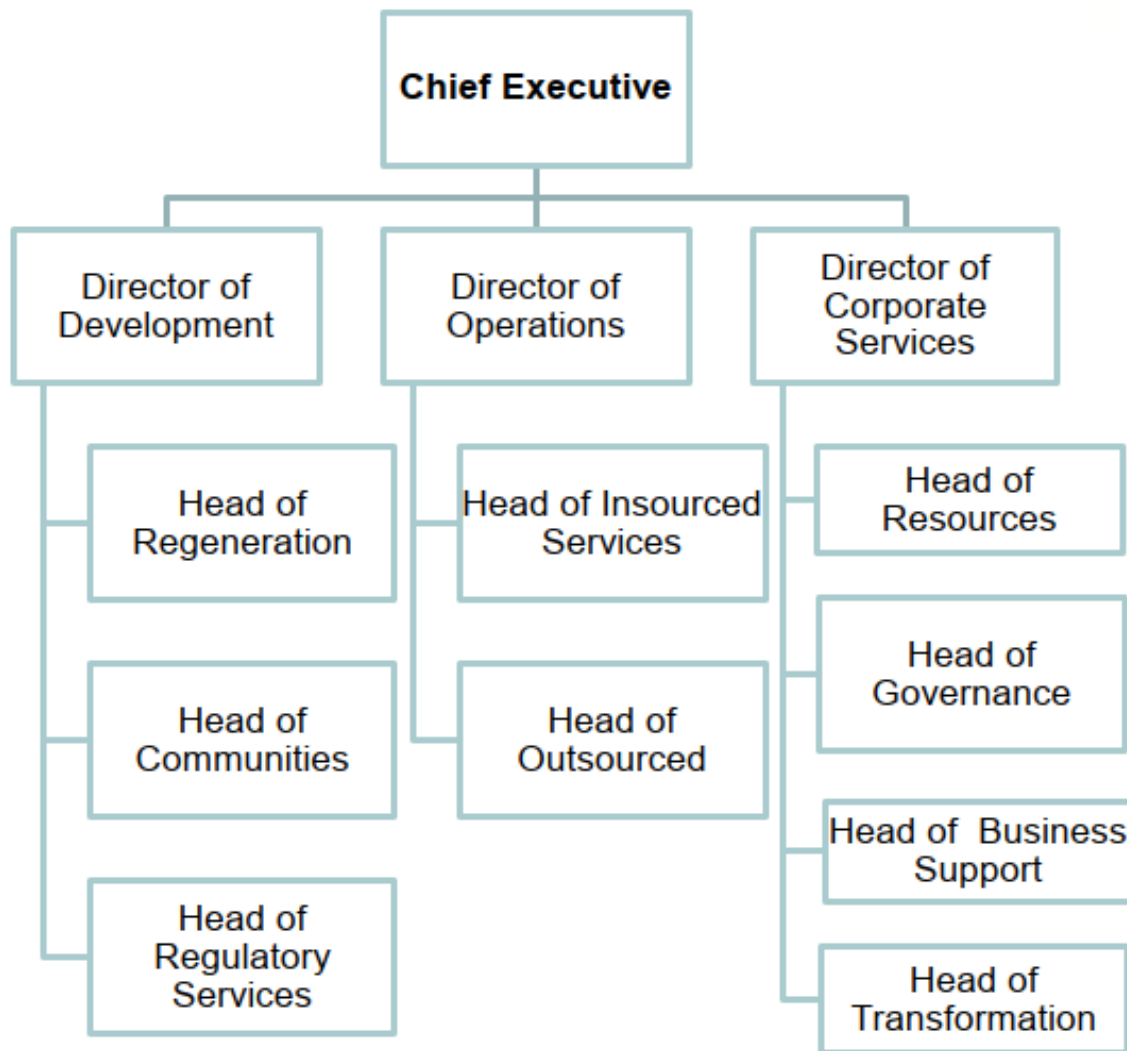


# 2 Director Model



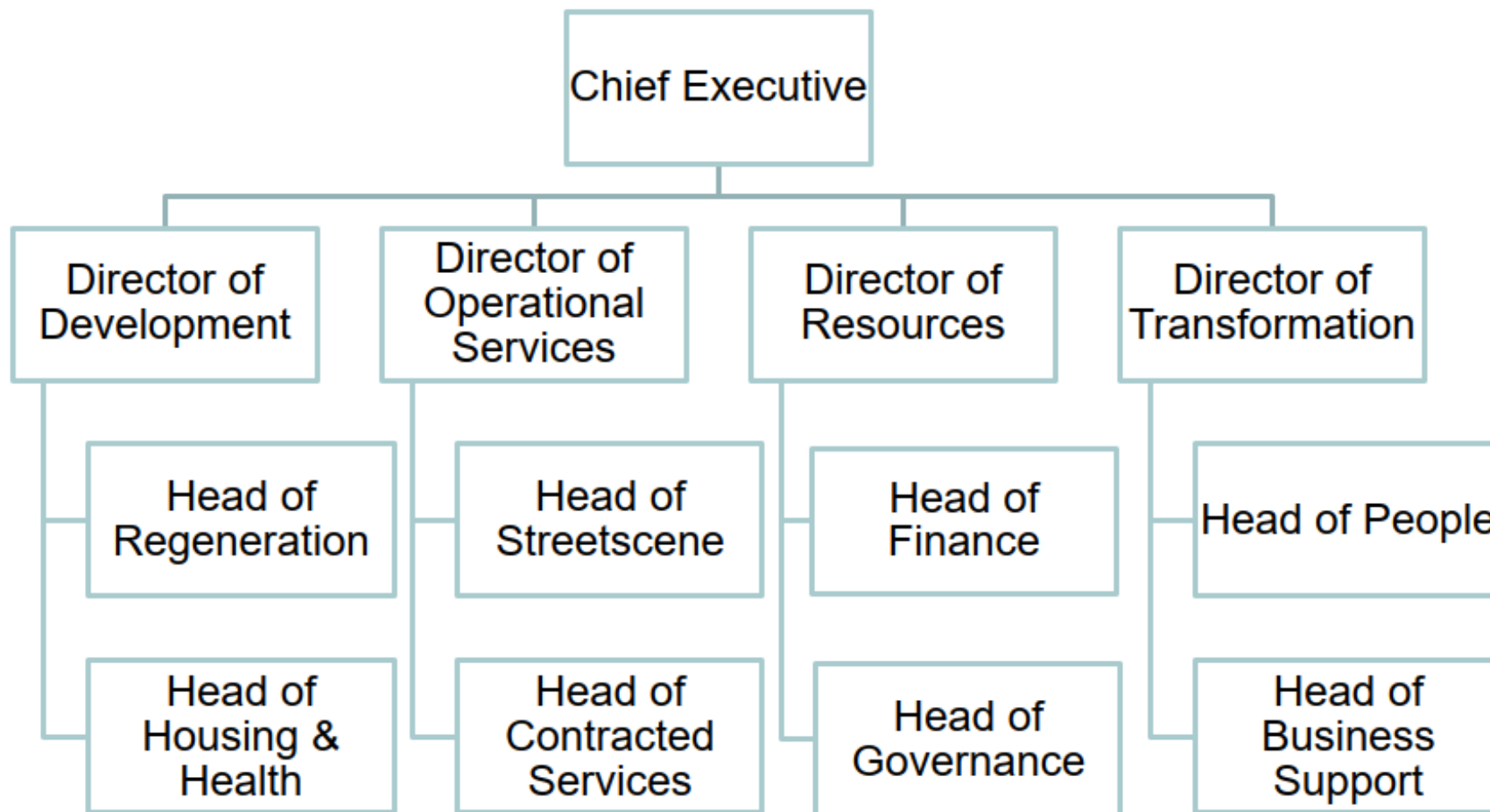


# 3 Director Model





# 4 Director Model



<b>Report of:</b>	<b>Head of Governance and Corporate Services</b>
<b>Contact Officer:</b>	<b>Adrian Marklew</b>
<b>Telephone No:</b>	<b>01543 464 598</b>
<b>Portfolio Leaders:</b>	<b>Community Engagement, Health &amp; Wellbeing / Innovation and High Streets</b>
<b>Key Decision:</b>	<b>No</b>
<b>Report Track:</b>	<b>Cabinet: 31/03/22</b>

**Cabinet**  
**31 March 2022**  
**Progress on Equality and Diversity Objectives and Action Plan for 2022-23**

**1 Purpose of Report**

1.1 To provide Cabinet with:

- (i) An updated on the Council's progress on its equality objectives for the period 2019-2023.
- (ii) Details of further actions for 2022-23, and
- (iii) Details on the extent to which gender information is collected on residents, Council tenants and Council staff, in respect of a motion agreed by Council in November 2020 and the follow-up question received at Council on 20 October 2021.

**2 Recommendation(s)**

2.1 That Cabinet notes:

- (i) The progress made in achieving the Council's equality objectives for 2019-2023 (Appendix 2).
- (ii) How the Council collects data and information by gender and how this is used (Appendix 3), and
- (iii) The proposed actions set out in paragraphs 5.6 and 5.7, and Appendix 2.

### 3 Key Issues and Reasons for Recommendations

#### Key Issues

- 3.1 The Council adopted its current Policy and objectives in April 2019 which are for the period up to 2023.
- 3.2 The Council reviews its progress in delivering its objectives each year and updates as appropriate the actions for the coming year. This report reflects on the progress during 2021/22 and includes an updated set of actions for 2022/23.
- 3.3 The audit of gender data set out in Appendix 3 identified that it is collected only where there is a specific legal requirement to do so; this to avoid the collection of data that isn't necessary in line with GDPR guidance. However, this does mean that there is limited information available to services to make judgements on the impact of changes to services. It is proposed as part of the work for 2022/23 to review the collection of protected characteristic data with a view to collecting more information so as to better inform the impacts that Council policies have on different groups. Guidance will be developed on doing this only where it is appropriate to do so and in line with GDPR requirements; special category data safeguards will be built in.

#### Reasons for Recommendations

- 3.4 The Council is required to prepare and publish equality objectives every four years which address the three aims of the Equality Duty.

### 4 Relationship to Corporate Priorities

- 4.1 The equality objectives support the delivery of priorities set out in the authority's Corporate Plan. Equality and diversity is a consideration within all our key priorities and strategic objectives. The Equality and Diversity Policy and completion of Equality Impact Assessments ensures consistent and fair decision making when working towards our Corporate Priorities.

### 5 Report Detail

- 5.1 The Equality Act 2010 aims to protect the rights of individuals, advance opportunity for all and provides protection from discrimination for individuals on the basis of their protected characteristics. These are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including ethnic or national origins), colour or nationality, religion, or belief (including lack of belief), sex, sexual orientation.
- 5.2 The Act includes a Public Sector Duty (PSED), comprised of a general equality duty and supporting specific duties. In accordance with the General and Specific Equality Duties, the Council is required to prepare and publish equality objectives every four years which address the three aims of the Equality Duty as below:
  - Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by or under the equality legislation.

- Advance equality of opportunity between people who share a protected characteristic and those who do not share it.
- Foster good relations between people who share a protected characteristic and those who do not share it. As part of the general duty public bodies are expected to set and publish equality objectives for the organisation at least every four years.

5.3 The Council adopted its current Policy and objectives in April 2019 which are for the period up to 2023. The current equality and diversity objectives are:

- Objective 1: Continue to gather and publish data and information about our community to better inform decision making and improve access to Council services.
- Objective 2: Consider how we identify and understand our customer groups and needs in order to offer a better customer service.
- Objective 3: Ensure that all Members and employees undertake relevant equality and diversity training

The objectives and supporting actions are set out in Appendix 1.

5.4 Progress in delivering the actions during 2021/22 relating to the current objectives is set out in the table in Appendix 2.

5.5 In light of the work undertaken to date, the actions for each of the three objectives have been updated for 2022/23 and these are set out in the table in Appendix 2.

5.6 An audit of gender data was undertaken as part of the actions relating to objective 1. The exercise was refreshed following the motion regarding gender self-identification and the collection of the gender data. The results of the audit are set out in Appendix 3. The audit identified that gender data is collected only where there is a specific legal requirement to do so; this to avoid the collection of data that isn't necessary in line with GDPR guidance. However, this does mean that there is limited information available to services to make judgements on the impact of changes to services. It is proposed as part of the work for 2022/23 to review the collection of protected characteristic data with a view to collecting more information so as to better inform the impacts that Council policies have on different groups. Guidance will be developed on doing this only where it is appropriate to do so and in line with GDPR requirements; special category data safeguards will be built in.

5.7 The equality objectives need to be reviewed in time for these to be adopted in 2023 for the following four years. It is proposed to undertake a self-assessment against the Local Government Association Equalities Framework to inform the setting of new objectives.

5.8 Data from the Census of Population 2021 will be released from late Spring 2022 and will provide a once in a decade up to date detailed profile of the population of the District, including the numbers of people who are in protected characteristic groups. The information from the Census will be analysed in order to identify

changes in the local population and will be shared with Members and Officers and to inform decision making.

## **6 Implications**

### **6.1 Financial**

Any costs associated with the actions set out in this report will be met from within existing staff and revenue budgets.

### **6.2 Legal**

The Equality Act aims to protect the rights of individuals, advance opportunity for all and provides protection from discrimination for individuals on the basis of their protected characteristics. The Act includes a Public Sector Duty (PSED), comprised of a general equality duty and supporting specific duties. As part of the general duty public bodies are expected to set and publish Equality Objectives for the organisation at least every four years.

### **6.3 Human Resources**

There is a specific requirement in the act that employers report their Gender Pay Gap. All Officers are required to undertake Equality Awareness training as part of their employment induction.

### **6.4 Risk Management**

Failure to comply with Equality Legislation would expose the authority to risks of legal challenge.

### **6.5 Equality & Diversity**

The current Equality Objectives and Action Plan sets out specific priority development areas and sits alongside the Council's Equality and Diversity Policy.

### **6.6 Climate Change**

There are no direct implications for the challenge of climate change.

## **7 Appendices to the Report**

Appendix 1: Equality Objectives 2019-2023

Appendix 2: Action Plan 2019-2023 - including progress notes.

Appendix 3: Details of gender data collected by service area

### **Previous Consideration**

None

### **Background Papers**

None

### **Equality Objectives 2019-2023**

The specific duties within the Act require public bodies to prepare and publish one or more Equality Objectives. Objectives should be specific, measurable and above all help to further the three aims of the Equality Duty outlined above.

The Council's Equality Objectives and associated Action Plan for 2019-2023 are set out below. These objectives have been developed through a gap analysis of the Council's current work within equality and diversity and using data and information collected from local and national sources.

**Objective 1: Continue to gather and publish data and information about our community to better inform decision making and improve access to Council services.**

By collecting robust data in our interactions with our workforce and our service users in the community, we will generate detailed equality information ensuring our services are well balanced and advance equality. We will use this data when making decisions to inform how our proposals may impact those with a particular protected characteristic.

**Objective 2: Consider how we identify and understand our customer groups and needs in order to offer a better customer service.**

The Council will look at its customer service function and how it can better identify customers who may need to be communicated with differently, in order to meet their needs.

**Objective 3: Ensure that all Members and employees undertake relevant equality and diversity training**

Providing training to all Members and Council employees will mean that all those representing the Council will have a clear understanding of the behaviours expected of them with respect to equality and diversity. This will include training on behaviours, language and terminology that should and should not be used and awareness of potential discriminatory matters which may arise in the workplace.



## Action Plan 2019-2023

Action	Responsibility	Timescale	Measurable outcome	Progress end 2021	Updated Actions for 2022/23
<b>Equality Objective 1:</b> Continue to gather and publish data and information about our community to better inform decision making and improve access to Council services.					
Report on Gender Pay Gap	HR	Annually	Defined analysis of the gender pay gap within the Council, in line with reporting requirements	An annual report is submitted as required by law.	
Undertake an audit of all services to identify what equality monitoring data is collected of our customers protected characteristics and assess how this is used to inform decision making in the development of policies and the delivery of services.	Policy Team All service areas	March 2020	Indication of services where a particular characteristic may be (dis)advantaged over another. Remedy policy or services to reflect required changes.	The audit of the collection of equality characteristics data and the more recent review of gender specific data identified that it is collected only where there is a specific legal requirement to do so - this to avoid the collection of data that isn't necessary in line with GDPR guidance.	Determine when it is necessary to collect protected characteristic data and to standardise the data collected. Guidance will be developed, and this will incorporate GDPR with special category data safeguards built in.  Review of the Equality Impact Assessment process

Action	Responsibility	Timescale	Measurable outcome	Progress end 2021	Updated Actions for 2022/23
<b>Equality Objective 2:</b> Consider how we identify and understand our customer groups and needs in order to offer a better customer service					
Analyse systems within the Council to understand how we may identify / flag customers whose protected characteristics mean we adapt our style of communication to suit their needs.	Customer and Support Services Manager	December 2019	That all staff dealing with customers are able to identify customers with a particular need to enable them to effectively communicate with the Council	Key customer facing services - specifically Housing and Revenues and Benefits - identify and respond to customers with specific communications needs.  Reception and Contact Centre staff respond to any communication needs as they arise.  While colleagues are dealing effectively with needs as they arise, there is scope for improvement and consistency.	A Customer Sub-Group has been established as part of the Council's organisational reshaping work post the pandemic. Its work plan includes looking at how we serve our customers who, for example, may be deaf, have a disability or whose first language is not English. This will look at our obligations, assess data collected and customer needs; with a view to making recommendations for service improvement.
<b>Equality Objective 3:</b> Ensure that all Members and employees undertake relevant equality and diversity training					
All Council employees and Members to complete equality and diversity training	Policy Team HR	December 2019	All employees and Members to have completed training	Face-to-face training was completed by employees and Members in late 2019 / early 2020 with an online option being made available for new starters as part of their induction programme.	Review Equality duty training options for Members and Staff which could include on-line or face to face training. The work on data standards and Equality Impact Assessment referred to under Objective 1 will also require training for relevant staff.

## Details of Gender Data Collected by Service Area

Service	Gender Data Collected	Gender Data Not Collected
<b>Head of Housing &amp; Partnerships</b>		
Housing (Tenancy Records)	Gender information and sexual orientation is collected and held on the Housing Database.	
Housing Strategy	Consultants do ask M/F during “STAR” surveys, and an overall M/F split for the main tenant was reported.	Housing tenants are not asked their gender during satisfaction surveys.
Homelessness	Gender information is collected on all homelessness applications – MHCLG requirement	
Housing Property Services		X
Community Safety, CCTV & Partnerships		X
<b>Head of Environment and Healthy Lifestyles</b>		
Parks and Open Spaces	Parks and Open Spaces collect Gender info on park usage.	
Bereavement Services	Bereavement Services BACAS system requests M/F for each interment. Interment forms do not request gender or sexual orientation.	
Waste & Engineering Services	Gender information is not collated specifically for the services we provide, however title is as part of a form structure within the CRM system, although it is not mandatory requirement.	
Environmental Protection		X
<b>Head of Economic Prosperity</b>		
Economic Development		X
Planning & Development Control	Gender data is not collected for the planning application process. Some anonymous data is captured as part of the Local Plan policy development process to better understand the demographic profile of the local community. This is not collected by the team but by contractors commissioned to provide studies to inform aspects of the Local Plan.	

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Service	Gender Data Collected	Gender Data Not Collected
Property Services (inc. Markets)		X
Building Control	Gender information isn't specifically collected. "Title" is a section on both the local forms and those on the Government portal application system, but these are not mandatory. The title is used in correspondence if provided.	
Environmental Health	Forms for these services include "title"	
<b>Head of Finance</b>		
Finance		X
Revenues & Benefits	Collect gender (M/F) information for identification and assessing benefits (e.g., affected by pension-based benefits / different retirement ages).	
<b>Head of Governance &amp; Corporate Services</b>		
Democratic Services	Information on Councillors on the website is gender neutral.	
Electoral Services	A "title" 'Mr/Mrs/Miss/ Ms/Dr/Other' field is required / specified in law for candidates at elections, but this information is not used. Gender is not recorded on the Electoral Register, nor is it included on ballot papers.	
Internal Audit & Risk	Health and Safety record M / F on accident reporting form – this is a HSE form.	
Policy & Communications	Surveys undertaken sometimes ask for respondents' gender.	
Customer & Support Services	Customer Services – the telephony system has a "M/F/Not specified" field – not mandatory nor analysed.	
Land Charges		X
<b>SBC Led Shared Services</b>		
Human Resources	Record "M / F / non-specific. The main purpose of this is to do the statutory gender pay gap reporting.	
Legal Services		X
Technology services		X

<b>Report of:</b>	<b>Head of Economic Prosperity</b>
<b>Contact Officer:</b>	<b>Heidi Hollins</b>
<b>Contact Number:</b>	<b>01543 464494</b>
<b>Portfolio Leader:</b>	<b>Environment and Climate Change</b>
<b>Key Decision:</b>	<b>Yes</b>
<b>Report Track:</b>	<b>Cabinet: 31/03/22</b>

**Cabinet**

**31 March 2022**

**Cannock Chase Special Area of Conservation Partnership  
Memorandum of Understanding and Permission to Spend on  
Mitigation Projects**

**1 Purpose of Report**

- 1.1 To seek authority for the Council to enter into a Memorandum of Understanding (MOU) with partner Local Authorities in the Cannock Chase Special Area of Conservation Partnership (the Partnership) to enable them to work together to prepare a mitigation plan and common policies in order to deliver a set of projects aimed at mitigating the impact of principally new residential development on the Cannock Chase Special Area of Conservation (SAC), as set out in Appendix 1 and as a result increase the developer contribution currently charged for residential development involving a net increase of one or more dwellings in the District.
- 1.2 To provide seek approval for expenditure of funds collected pursuant to Planning Obligations under Section 106 of the Town and Country Planning Act 1990 (as amended) (S106 funds) and a proportion of Community Infrastructure Levy (CIL) receipts on mitigation projects set out in Appendix 1 and approved by the Partnership and for the signing of the financial agreement, which is set out in Appendix 2, with partner authorities in the SAC Partnership to enable funds to be transferred to a partner authority for expenditure.

**2 Recommendation(s)**

- 2.1 That Cabinet:
- (a) Approve the signing of the Memorandum of Understanding attached at Appendix 1; and authorise the Head of Economic Prosperity, in consultation with the Portfolio Leader for Environment and Climate Change to make any minor amendments considered necessary before signing and further to

enter into any revised or supplemental agreements designed to achieve the purposes of the Memorandum of Understanding.

- (b) Authorise officers to allocate S106 funds and CIL funds to the projects set out in Appendix 1 in order to mitigate the impact of new residential development in the District on the SAC and as part of the Council's share of the overall mitigation strategy in accordance with the processes agreed by the Partnership.
  - (c) Approve the signing of the financial agreement attached at Appendix 2 and authorise the Head of Economic Prosperity in consultation with the Portfolio Leader for Environment and Climate Change to agree and enter into any revised or supplemental agreement designed to achieve the purposes of the financial agreement.
- 2.2 That the new developer contribution charge of £290.58 per dwelling (index linked) is brought into effect from 1 April 2022 to mitigate for new residential proposals in the Cannock Chase District, within a 0-15km zone of influence from the Cannock Chase Special Area of Conservation boundary.
- 2.5 That the Head of Economic Prosperity in consultation with the Portfolio Leader for Environment and Climate Change be authorised to agree future allocations of funds to mitigation projects and to agree and enter into any business plans and governance arrangements agreed by the Cannock Chase Special Area of Conservation Partnership to implement the mitigation policy.

### **3 Key Issues and Reasons for Recommendations**

#### **Key Issues**

- 3.1 The Cannock Chase Special Area of Conservation ("the SAC") is an area of internationally important heathland designated under the European Union's Habitats Directive and transposed into UK law by the Conservation of Habitats and Species Regulations 2017 (as amended), ("the Habitats Regulations"). This designation conveys the highest level of protection, reflecting its international significance. It seeks to protect, conserve and restore habitats that are of the utmost conservation importance and concern across Europe. The area is also protected nationally as a Site of Special Scientific Interest (SSSI) and lies within the Area of Outstanding Natural Beauty (AONB). It supports species which are protected at a national and international level.
- 3.2 The Council is a one of number of local planning authorities who are partners in the Cannock Chase Special Area of Conservation Partnership ("the Partnership"). The Partnership's key objective is to use statutory planning processes and specific site and visitor management measures to secure appropriate mitigation for the impacts on the Special Area of Conservation (SAC) of Development Plan policies and proposals contained in individual planning applications and projects, thereby ensuring that the integrity of the SAC is maintained, and the requirements of the Habitats Regulations are met.
- 3.3 Cannock Chase Council has a duty as a Competent Authority through the Habitats Regulations to ensure that planning application decisions comply with the Habitats Regulations and do not either alone or in combination with other developments

result in significant adverse effects on the integrity of the SAC which has internationally protected status under the Habitats Regulations for its unique heathland habitat. The duty is delivered through the Council's involvement in the Partnership and through the statutory planning process. The Partnership has established a mitigation approach to address the impacts of new residential development growth surrounding the SAC.

### **Reasons for Recommendations**

- 3.4 The Council's duty, as a competent authority is delivered through involvement in the Partnership and the collection of developer contributions pursuant to Policy CP13 of the adopted Cannock Chase Local Plan 2014.
- 3.5 The Council is already a member of the Partnership however the MOU which governs the Partnership has now expired. In November 2014 Cabinet agreed to the first MoU of the Partnership which included the above recommendations to facilitate the procedures for the collection and spending of funds to deliver the necessary mitigation to enable the delivery of housing across the district in accordance with the adopted Local Plan and meet the legal requirements of the then European Directive also referred to as the 'Habitat Regulations'. The first MOU has expired, and it is proposed that a new MOU be entered into in substantially the same terms for a further five years before it is reviewed again. The MOU is relevant for the full term of the mitigation package, which is estimated as up to 2040, however if an extension of the term of the MOU is proposed by any or all of the partners after the initial 5 years a further report will be taken to Cabinet. The authorisation sought is only for 5 years as was previously the case The MOU sets the governance arrangements. The Portfolio Leader for Environment and Climate Change is the Council's representative on the SAC Partnership. As a result of the new MOU it is also necessary to execute a new Financial Agreement to enable the monitoring and expenditure of funds of the Cannock Chase SAC Partnership a draft of this is at Appendix 2. Currently Stafford Borough Council are the accountable body for the Partnership.
- 3.6 New evidence has been prepared to support the delivery of the Local Plan and Local Plans of the other authorities in the Partnership beyond the existing plan periods. The evidence found that harm would still arise to the SAC from the proposed increase in human population, tourism and visitor use. The new evidence was accepted by the Partnership governing body the JSB which results in an alteration to the zone of payment and the amount to be charged per dwelling. The existing figures are currently set out within the Council's Guidance to Mitigate the impact of new residential development January 2017 (Guidance to Mitigate). The MOU needs to be amended to reflect these changes and there will be a consequent change in the Council's Guidance to Mitigate. A revised Guidance to Mitigate will therefore be issued following completion of the MOU. The new evidence reviewed the area from where most of the harm to the SAC would arise. This is called the zone of influence and is 15km from the radius of the SAC. A 15km zone of influence is consistent with that previously identified.
- 3.7 The MOU specifies the net number of new dwellings which can be built within the 0-15km zone of influence and utilises the mitigation package identified in Detailed Implementation Plans (DIPS)(Appendix 1) to calculate the cost of the mitigation per dwelling. The total number of dwellings which the mitigation package can facilitate within the 15km zone of influence is 21,671 dwellings and the total cost is

£6,297,104. The zone of influence impacts upon Stafford Borough, Lichfield District, South Staffordshire, East Staffordshire, Wolverhampton and Walsall Council and Staffordshire County Council administrative areas.

- 3.8 The SAC Partnership previously split the 15km zone of influence into 2 areas and required a financial contribution from new housing development within the 0-8km radius from the SAC to enable the delivery of the necessary mitigation measures to facilitate new development. Nearly all Cannock district is within 0-8km from the areas of SAC. The proposed MOU will require mitigation or a financial contribution from all new residential development within 0-15km radius of the Cannock Chase Special Areas of Conservation.
- 3.9 At present the Council charges £221 (index linked) for each net increase in dwellings. The revised MOU will require a contribution of £290.58 (index linked) per net increase in dwellings. The financial impact is considered to be minimal upon the delivery of new dwellings within the district and will enable a more consistent approach across all the authorities impacted by the 0-15km zone of influence. The revised amount has been factored into the Local Plan viability assessment.
- 3.10 For Cannock District the current mitigation package will enable 2,378 houses to be built in the district from April 2022 to 2040. This will enable the delivery of the Council's housing strategy identified within the Preferred Options document.
- 3.11 In order to be consistent across all the authorities within the SAC Partnership it is proposed to revise the current figure to £290.58 from 1<sup>st</sup> April 2022.

#### **4 Relationship to Corporate Priorities**

- 4.1 This report supports the Council's Corporate Priorities as follows:
- (i) **Supporting Economic Recovery:** enabling the delivery of economic and housing including affordable housing are the delivery of the Local plan are key objectives of the SAC Partnership set out in the MOU.
  - (ii) **Supporting Health and well-being:** the protection and enhancement of the natural environment supports the Council's Health, Well-being and Physical Activity strategy.

#### **5 Report Detail**

- 5.1 The key objective of the Cannock Chase SAC Partnership is to use statutory planning processes and specific site and visitor management measures to secure appropriate mitigation for the impacts on the Cannock Chase SAC of Development Plan policies and proposals contained in individual planning applications and projects, thereby ensuring that the integrity of the Cannock Chase SAC is maintained and the requirements of the Habitats Regulations are met.
- 5.2 This Memorandum of Understanding (MOU) sets out how the Cannock Chase SAC Partnership will take responsibility for a programme of measures to mitigate for the impact residential development has upon the Cannock Chase SAC, and how the Partnership will work together to review, prepare and implement common



plans and policies to protect the Cannock Chase SAC, and promote its understanding and appreciation to help to deliver sustainable development.

5.3 This Partnership approach is to provide simplicity for planners and developers providing a consistent approach to the protection of the SAC from the significant effects of residential development through the delivery of a programme of mitigation. It must however be recognised that other forms of development within the 0-15km zone which may give rise to additional visits to Cannock Chase SAC may need to carry out a Habitats Regulations Assessment (HRA). Participation in the developer contributions scheme is optional and if applicants do not wish to participate they will need to provide appropriate information to the Local Planning Authority to allow a bespoke Habitats Regulations Assessment.

5.4 Policy CP13 is the currently adopted Local Plan policy regarding Cannock Chase Special Area of Conservation. It states that:

‘Development will not be permitted where it would be likely to lead directly or indirectly to an adverse effect upon the integrity of the European Site network and the effects cannot be mitigated. To be in accordance with the Local plan and for detailed development proposals to be permitted, the issues raised in any relevant Habitat Regulations Assessment should be taken into account by developers.

In order to retain the integrity of Cannock Chase Special Area of Conservation (SAC) all development within Cannock Chase District that leads to a net increase in dwellings will be required to mitigate adverse effects. The ongoing work by relevant partner authorities will develop a Mitigation and Implementation Strategy (SPD). This may include contributions to habitat management; access management and visitor infrastructure; publicity, education and awareness raising; provision of Suitable Alternative Natural Greenspace (SANGS) within development sites where they can be accommodated and where they cannot by contributions to off-site alternative green space; and measures to encourage sustainable travel.

The effective avoidance and/or mitigation of any identified adverse effects must be demonstrated and secured prior to approval of the development. This policy has jurisdiction over developments within Cannock Chase district only; however it will be implemented jointly with neighbouring authorities via the application of complementary policies in partner Local Plans as appropriate. ‘

5.5 The existing MOU establishes the total number of dwellings which can be mitigated for and the cost of the mitigation package. The Council prepared and adopted the Cannock Chase Special Area of Conservation (SAC) Guidance to Mitigate the Impact of New Residential Development (January 2017) which provides further details on the implementation of Local Plan policy CP13 and sets out the 2 zones around Cannock Chase SAC, the analysis of the estimated mitigation costs and proposed Strategic Access Management and Monitoring Measures (SAMMM) and the rates for developer contributions within the 0-8km zone of influence and charge for SAC mitigation payments in Cannock Chase.

5.6 New evidence has been prepared to support the delivery of the new Local Plan and Local Plans of the other authorities in the Partnership beyond the existing adopted plan periods and extends this to 2040. The evidence found that harm

would still arise to the SAC from the proposed increase in human population, tourism and visitor use.

- 5.7 The new evidence reviewed the area from where most of the harm to the SAC would arise. This is called the zone of influence and was found to be 15km from the radius of the SAC. A 15km zone of influence is consistent with that previously identified. The zone of influence impacts upon Stafford Borough, Lichfield District, South Staffordshire, East Staffordshire, Wolverhampton and Walsall Council and Staffordshire County Council administrative areas.
- 5.8 Since the preparation of the Guidance to Mitigate further Detailed Implementation Plans have been prepared and adopted by the SAC Partnership, these are called (DIPS) and are available on the Councils website and are briefly listed in the Appendix 2 of the proposed MOU (Appendix 1). The DIPS demonstrate that mitigation which prevents harm arising to the CCSAC from the levels of growth within the existing and future Local Plans is available and through the funding administered through the SAC Partnership is deliverable. The total cost of the mitigation package is £6,297,104.
- 5.9 The MOU specifies the net number of new dwellings which can be built within the 0-15km area of influence and utilises the mitigation package identified in the Detailed Implementation Plans (DIPS)(Appendix 1) to calculate the cost of the mitigation per dwelling. The total number of dwellings which the mitigation package can facilitate within the 15km zone of influence is 21, 671 and the total cost is £6,297,104.
- 5.10 The new evidence was accepted by the Partnership governing body (the JSB) which results in an alteration to the zone of payment and the amount to be charged per dwelling. The SAC Partnership previously split the 15km zone of influence into 2 areas and required a financial contribution from new housing development within the 0-8km radius from the SAC to enable the delivery of the necessary mitigation measures to facilitate new development. Nearly all Cannock district is within 0-8km from the areas of Special Areas of Conservation. The proposed MOU will require mitigation or a financial contribution from all new residential development within 0-15km radius of the Cannock Chase Special Areas of Conservation.
- 5.11 Cannock Chase Council currently charge £221 plus legal costs for any net additional dwelling. For CIL liable developments, this charge is top sliced from the overall CIL liability payable. For developments (including non-residential) which are not CIL liable and /or CIL exempt an assessment will be made as to whether they are likely to have an impact upon the SAC and are therefore liable to pay SAC mitigation contributions
- 5.12 The revised MOU will require a contribution of £290.58 per dwelling plus legal costs. The financial impact is considered to be minimal upon the delivery of new dwellings within the district and will enable a more consistent approach across all the authorities in the 0-15km zone of influence.
- 5.13 The new MOU reflects the new evidence which has been prepared to support the delivery of the Local Plan and Local Plans of the other Partnership authorities beyond the existing plan period and extends this to 2040.

- 5.14 The MOU needs to be amended to reflect these changes and following the completion of the MOU the Guidance to Mitigate will be amended in line with this report.
- 5.15 The MOU includes governance arrangements and protocols to ensure that the requirements of the programme of mitigation and therefore the Habitats Regulations are satisfied. It comprises a Joint Strategic Board (JSB) which meets quarterly or as required with an annual rotating chair. It consists of senior representatives from each organisation and a Project Group which meets monthly or as required to coordinate and quality assure project delivery. Terms of Reference for the Joint Strategic Board and the Project Group are included within the MOU at Appendix 3. The MOU will be reviewed again after five years and could be extended up to 2040 to reflect the extent of the mitigation package.
- 5.16 The financial contributions which are collected through the unilateral undertakings and the Community Infrastructure levy to fund the mitigation are transferred to the accountable body twice a year in accordance with a separate financial agreement. Currently Stafford Borough are the accountable body for the SAC Partnership. The MOU will require the Council to enter into a new financial agreement.
- 5.17 For Cannock District the current mitigation package will enable 2,378 houses to be built in the district from April 2022 to 2040. This will enable the delivery of the Council's housing strategy identified within the Preferred Options document. The revised amount has been factored into the Local Plan viability assessment.
- 5.18 The monitoring of the MOU housing delivery and housing numbers proposed will be undertaken on an annual basis by the SAC Partnership.
- 5.19 For consistency across all the local planning authorities within the SAC Partnership it is proposed to revise the current figure to £290.58 from 1<sup>st</sup> April 2022.
- 5.20 The new MOU supports the delivery of the emerging Local Plan and provides the Council in meeting its obligations under the Habitat Regulations and will enable the housing and economic growth in the District.

## **6 Implications**

### **6.1 Financial**

The Council currently receives its SAC financial contributions through S106 or CIL agreements. Receipts are paid over by developers as part of these agreements when the relevant thresholds have been met. The annual contribution required from the Council to the partnership is dependent on the number of dwelling starts in any one financial year. The SAC receipts are currently collected and then transferred to the accountable body twice a year. Legal services will recover the legal costs incurred in dealing with a Section 106 Unilateral Undertaking entered into to secure a SAC contribution from the applicant/owner.

- 6.2 The revised Memorandum of Understanding (MOU) for the partnership extension estimates the total cost of the future mitigation programme of works required between April 2022 and March 2040 to be £6,297,104. Of this cost, Cannock's share is estimated to be £690,993. This is based on the current projections for

new dwellings within the 15km radius of the SAC. Whilst this is the total cost of mitigation required across the medium term, the Council is currently signing off an arrangement for a period of five years and the Council's contribution per annum will be dependent on the level of dwellings built within that five year period. Any developer contributions provided prior to the start date of this new mitigation programme will contribute to the previous arrangement.

**6.3 Legal**

The legal implications are set out in the report.

**6.4 Human Resources**

None

**6.5 Risk Management**

Risk has been minimised.

**6.6 Equality & Diversity**

None.

**6.7 Climate Change**

The MOU ensures the delivery of sustainable development and the protection of the natural environment.

<b>7 Appendices to the Report</b>
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Appendix 1: Memorandum of Understanding 2022

Appendix 2: Draft Financial Agreement

**Previous Consideration**

The matters have in principle previously been considered in the Cannock Chase Special Area of Conservation Partnership Memorandum of understanding and permission to spend on mitigation projects.

The recommendations were endorsed by Cabinet 20 November 2014.

**Background Papers**

- [The Cannock Chase SAC Strategic Access Management and Monitoring Measures Detailed Implementation Plan Car Parking \(March 2020\)](#)
- [The Cannock Chase SAC Strategic Access Management and Monitoring Measures Detailed Implementation Plan Site User Infrastructure, Education and Engagement \(March 2020\)](#)
- [Cannock Chase SAC Planning Evidence Base Review \(PEBR\) Stage 2 report \(July 2021\)](#)

**MEMORANDUM OF UNDERSTANDING**  
**of the**  
**CANNOCK CHASE SPECIAL AREA OF CONSERVATION (SAC)**  
**PARTNERSHIP**

between

**The Partner Authorities**

Cannock Chase District Council  
East Staffordshire Borough Council  
Lichfield District Council  
South Staffordshire District Council  
Stafford Borough Council  
Wolverhampton City Council  
Walsall Borough Council

**Key Facilitators**

Natural England  
Cannock Chase Area of Outstanding Natural Beauty (AONB) Partnership  
Staffordshire County Council  
Forest England  
National Trust  
Staffordshire Wildlife Trust

**Relating to:**

**The impact of residential development on  
the Cannock Chase Special Area of Conservation**

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## Definition of Terms

In this Agreement the following words and expressions shall have the following meanings unless the context requires otherwise:

<b>AONB Visitor Management Strategy (VMS)</b>	aims to deliver a sustainable quality visitor experience to the Cannock Chase AONB. The Cannock Chase SAC mitigation proposals (SAMMM) sit within the VMS.
<b>Appropriate Assessment (AA)</b>	is the second stage in a Habitats Regulations Assessment process where consideration is given to the potential impacts on the integrity of a European site (e.g. SAC), either alone or in combination with other plans and projects, with regard to the site's conservation objectives and to its structure and function.
<b>Area of Outstanding Natural Beauty (AONB)</b>	<p>means Cannock Chase Area of Outstanding Natural Beauty which the Cannock Chase SAC sits within. The Cannock Chase Area of Outstanding Natural Beauty (AONB) is a legal designation confirmed under the Countryside and Rights of Way Act 2000 (CROW). Please note that this may be updated with an addendum when the Environment Bill is enacted.</p> <p>An AONB is an outstanding landscape whose distinctive character and natural beauty are so precious that it is in the nation's interest to safeguard them. The designation seeks to protect and enhance natural beauty whilst recognising the needs of the local community and economy. For further information please see <a href="http://www.cannock-chase.co.uk/">http://www.cannock-chase.co.uk/</a>.</p>
<b>Competent Authority</b>	An organisation becomes a competent authority under the Habitats Regulations when the exercise of its functions will, or may affect European Sites (for example classified Special Protection Areas and designated SACs).
<b>Conservation Objectives</b>	objectives defined by Natural England to secure the favourable conservation status of the qualifying features. Each SAC has a formal description of the reasons why the site has been designated, which is contained in the SAC citation and which when combined with the Conservation Objectives provide a framework which should inform any 'Habitats Regulations Assessments' that a competent authority may be required to undertake. The Conservation Objectives also inform any measures necessary to conserve or restore the SAC and/or to prevent the deterioration or significant disturbance of its qualifying features.
<b>Detailed Implementation Plans (DIPs)</b>	a plan of actions to mitigate for the likely increase in the number of visits resulting from new housing development within 15km of the Cannock Chase SAC. A summary of the two DIPs (Car Park and Site User Infrastructure, Education and Engagement) can be found attached to Appendix 2.

<b>Habitats Regulations</b>	the Conservation of Habitats and Species Regulations 2017 (as amended).
<b>Habitats Regulations Assessment (HRA)</b>	a formal assessment of the implications of new plans or projects which are capable of affecting the designated interest features of a European Site (e.g. SAC) before deciding whether to undertake, permit or authorise such a plan or project. This assessment comprises several distinct stages which are conveniently and collectively described as a 'Habitats Regulations Assessment' (or HRA).
<b>Key Facilitators</b>	means key facilitators to the Partnership with no voting rights
<b>Partnership</b>	means the organisations listed as the Partner Authorities.
<b>Relevant period</b>	the residential development forecast within the Zone of Influence that relates to each of the Partnership Authorities' Local Plan periods.
<b>Special Area of Conservation (SAC)</b>	<p>is a strictly protected site designated under the EC Habitats Directive, described by the UK Government as 'Our best examples of habitats that are either threatened or valuable within the EU'. The overall objective of the Habitats Directive is defined in Article 2 which specifies in particular that:</p> <p><i>Measures taken pursuant to this Directive shall be designed to maintain and restore, at a favourable conservation status, natural habitats and species of wild fauna and flora of Community interest.</i></p> <p>SAC designation requires Member States to establish conservation measures which correspond to the ecological requirements of Annex I habitats and Annex II species present on the site (Article 6.1), and to take appropriate steps to avoid deterioration of the natural habitats and habitats of species, as well as significant disturbance of species, for which the site is designated (Article 6.2) The Habitats Directive is primarily transposed in England under the Conservation of Habitats and Species Regulations 2017 (as amended).</p>
<b>Strategic Access Management and Monitoring Measures (SAMMM)</b>	the plan of actions to mitigate for the likely increase in the number of visits as a result of new housing development within 15km of the Cannock Chase SAC that ran from April 2015 until March 2022. The mitigations after this date will also be referred to as the DIPs.
<b>Windfall Housing</b>	windfall housing sites are those that have come forward unexpectedly and not identified for housing through the Local Plan preparation process.



**Zone of Influence**

Research has shown that 75% of all visitors to the Cannock Chase SAC are from within a 15km radius of the SAC<sup>12</sup>. The planned level of residential growth within a 15 kilometre radius from the edge of Cannock Chase SAC is likely to have a significant effect on the SAC in the absence of mitigation. For the purpose of this MOU the 0-15km radius is defined as the Zone of Influence.

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<sup>1</sup> 'Cannock Chase SAC Visitor Survey' Footprint Ecology/Durwyn Liley, February 2013

<sup>2</sup> 'Cannock Chase SAC Visitor Survey 2018' Footprint Ecology/Durwyn Liley, May 2019

## 1.0 Purpose

- 1.1 The Cannock Chase Special Area of Conservation (SAC) Partnership provides a framework for coordination between statutory bodies having land use planning responsibilities in relation to Cannock Chase SAC.
- 1.2 The key objective of the Partnership is to use statutory planning processes and specific site and visitor management measures to secure appropriate mitigation for the impacts on the Cannock Chase SAC of Development Plan policies and proposals contained in individual planning applications and projects, thereby ensuring that the integrity of the Cannock Chase SAC is maintained and the requirements of the Habitats Regulations are met.
- 1.3 This Memorandum of Understanding (MOU) sets out how the Cannock Chase SAC Partnership will take responsibility for a programme of measures to mitigate for the impact residential development has upon the Cannock Chase SAC, and how the Partnership will work together to review, prepare and implement common plans and policies to protect the Cannock Chase SAC, and promote its understanding and appreciation to help to deliver sustainable development.
- 1.4 This Partnership approach is to provide simplicity for planners and developers providing a consistent approach to the protection of the SAC from the significant effects of residential development through the delivery of a programme of mitigation. It must however be recognised that other forms of development<sup>3</sup> within the 0-15km zone which may give rise to additional visits to Cannock Chase SAC may need to carry out a Habitats Regulations Assessment (HRA). Participation in the developer contributions scheme is optional and if applicants do not wish to participate they will need to provide appropriate information to the Local Planning Authority to allow a bespoke Habitats Regulations Assessment.

## 2.0 Background

- 2.1 Sitting within the wider Cannock Chase Area of Outstanding Natural Beauty (AONB), the Cannock Chase SAC was designated in 2005 under the provisions of the European Habitats Directive, the majority of the site having previously been designated as a Site of Special Scientific Interest (SSSI) in 1987. Cannock Chase represents the largest area of heathland habitat surviving in the English Midlands and though much diminished in area from its original extent, as with all lowland heathland zones, the habitat and dependent species are of very high nature conservation importance.
- 2.2 The Annex I habitat, European Dry Heath is the primary reason for designation of the SAC. The character of this vegetation is intermediate between the upland or northern heaths of England and Wales and those of southern counties. Dry heathland communities belong to NVC types H8 *Calluna vulgaris* – *Ulex gallii* and H9 *Calluna vulgaris* – *Deschampsia flexuosa* heaths. Within the heathland,

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<sup>3</sup> Other development include but are not limited to Bed and Breakfast establishments, self catering holiday lets, hotels and gypsy sites.

species of northern latitudes occur, such as cowberry *Vaccinium vitis-idaea* and crowberry *Empetrum nigrum*. Cannock Chase has the main British population of the hybrid bilberry *Vaccinium intermedium*, a plant of restricted occurrence. There are important populations of butterflies and beetles, as well as European nightjar and five species of bats. The Annex I habitat that is present as a qualifying feature, but note a primary reason for selection of this site is **Northern Atlantic wet heaths with *Erica tetralix***. Wet heath usually occurs on acidic, nutrient-poor substrates, such as shallow peats or sandy soils with impeded drainage. The vegetation is typically dominated by mixtures of cross-leaved heath *Erica tetralix*, heather *Calluna vulgaris*, grasses, sedges and *Sphagnum* bog-mosses.

- 2.3 The evidence base shows a range of impacts consistent with high visitor numbers<sup>45</sup>. An increase in visitor numbers on the scale expected is likely to have a significant effect on the Cannock Chase SAC unless measures are taken to prevent harm. The main impacts are the fragmentation of habitat from a multiplicity of paths and tracks, track and path widening with erosion, trampling and compaction, and eutrophication from dog fouling.
- 2.4 In October 2005, the judgment the European Court of Justice in the case of Flood Management Plans and the implications of Case C-6/04 Commission Vs United Kingdom, required the UK to extend the requirements of Article 6(3) and (4) of the Habitats Directive to include the assessment of the potential effects of spatial and land use plans on European sites. Evidence commissioned by the SAC Partnership suggests that the planned level of growth within a 15 kilometre radius of the SAC (as set out in Map 1) is likely to have a significant effect on the designated site. The effect of increased visitor numbers consists of additional damage from site use and vehicle emissions<sup>6</sup>. In granting planning permissions the Local Planning Authorities must comply with their duty under the Habitats Regulations as Competent Authorities to ensure appropriate mitigation is delivered prior to developments being built and new visits generated.

### 3.0 Conservation Objectives

#### 3.1 European Site Conservation Objectives for Cannock Chase Special Area of Conservation

##### Site Code: 0030107

With regard to the SAC and the natural habitats and / or species for which the site has been designated (the 'Qualifying Features' listed below), and subject to natural change;

Ensure that the integrity of the site is maintained or restored as appropriate, and ensure that the site contributes to achieving Favourable Conservation Status of its Qualifying Features, by maintain or restoring:

<sup>4</sup> 'Cannock Chase SAC Planning Evidence Base Review' Footprint Ecology/Durwyn Lily, July 2017

<sup>5</sup> 'Cannock Chase SAC Planning Evidence Base Review Stage 2' Footprint Ecology/Durwyn Lily, July 2021

<sup>6</sup> NE advice letter to the partnership dated 10/04/2013 – Vehicle emission issues are dealt with outside the SAMMM and through the Local Plan or development process.

## Memorandum of Understanding

- The extent and distribution of qualifying natural habitats;
- The structure and function (including typical species) of qualifying natural habitats; and,
- The supporting processes on which the qualifying natural habitats rely.

3.2 This document should be read in conjunction with the accompanying Supplementary Advice document, which provides more detailed advice and information to enable the application and achievement of Objectives set out above.

### 3.3 Qualifying Features:

H4010. Northern Atlantic wet heaths with *Erica tetralix*; Wet heathland with cross-leaved heath

H4030. European dry heaths

## 4.0 Objectives of the Partnership

4.1 The Partnership's overall objective is to facilitate sustainable residential development whilst ensuring compliance with the Habitats Regulations through securing appropriate developer contributions towards a programme of mitigation. Participation in the developer contribution scheme (as detailed at Appendix 1) is optional. Applicants will need to supply information to the Local Planning Authority to allow a bespoke Habitats Regulations Assessment to be undertaken if they do not wish to participate.

4.2 The objectives of the Cannock Chase SAC Partnership are to secure measures to mitigate for the effects of development<sup>7</sup> by:

- Ensuring that the integrity of the site is maintained, that the site contributes to achieving the Favourable Conservation Status of its Qualifying Features and enabling the sustainable development of the area
- Conserving the Cannock Chase SAC by ensuring that new development does not undermine the delivery of its Conservation Objectives
- Raising awareness and understanding of the biodiversity of the Cannock Chase SAC
- Achieving 'joined up' management with neighbouring protected landscapes and habitats.<sup>8</sup>

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<sup>7</sup> Housing and other development such as tourist accommodation which requires HRA and would have an impact on the SAC.

<sup>8</sup> The SAC mitigation proposals (SAMMM) sit within the wider AONB Visitor Management Strategy.

## 5.0 Key Commitments

### 5.1 The Partner Authorities:

- a) Will work together to develop and implement consistent planning policies in respect of Development Plan documentation and development processes which provide a framework to mitigate for the impact of residential development on Cannock Chase SAC.
- b) Will collectively and individually ensure that all plans, projects, and management activities meet the requirements of the Habitats Regulations
- c) Agree an evidenced planning obligations and Community Infrastructure Levy charging process will be used to seek contributions from housing proposals
- d) Agree that from the date of this MOU, appropriate assessment of housing proposals within the 0-15km Zone of Influence (ZOI) set out in Map 1 will not be required unless these fall beyond the scope of established local housing targets as set out in Appendix 1 or where the applicant does not agree to make contributions.
- e) Will develop, agree and monitor, through collaboration and engagement with key facilitators, landowners, including landowners and managers, a 15 year programme of mitigation for Cannock Chase SAC as set out in the Delivery Implementation Plans (DIPs) and based on the delivery of 21,671 dwellings<sup>9</sup>. The effectiveness of the DIPs mitigation proposals will be reviewed on a 5 year basis as part of the MOU review. The Partner Authorities acknowledge that specific projects may require decisions by landowners through their internal governance arrangements.
- f) Will on an annual basis monitor housing delivery numbers on which the current mitigation actions in the DIPs are based. A review of the MOU and DIPs will be triggered if the annual review indicates the 21,671 homes figure is being approached within the 15 km ZOI.
- g) Will work closely with key facilitators, including landowners, and other complementary designations and initiatives such as the AONB and the Connecting Cannock Chase Partnership and take account of other statutory designations
- h) Agree that the area within which the mitigation will be undertaken is the statutorily designated areas of the Cannock Chase SAC, but on occasions will also extend to the wider adjoining areas in relation to specific issues, for example visitor and access network management, where a wider working area may be required to maintain favourable condition of a qualifying feature within the SAC.
- i) Agree on the identity of the host Partner Authority which will hold the developer contributions and will act as the financially accountable body. The developer contributions will be spent collectively based on the DIPs. The details of these arrangements will be set out in a legally binding financial agreement between the contributing Partner Authorities and the host Partner

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<sup>9</sup> Table 2 Cannock Chase Special Area of Conservation Planning Evidence base Review Stage 2 ( 2021)

Authority. The level of contributions from each Partner Authority towards the DIPs, whilst this MOU is in force, is provided in Appendix 1 and will be monitored annually by agreement of the Partnership.

- j) The finance agreement shall contain provisions to deal with the following matters:
  - The scope of the duties, rights and obligations of the host Partner Authority to the other Partner Authorities and third parties;
  - Responsibility for the recruitment and employment of the SAC Project Team;
  - An indemnity from the other Partner Authorities in favour of the employing Partner Authority in relation to the costs of employing the SAC Team, including on-costs and redundancy payments; and
  - Obligations on the host Partner Authority to report regularly and comply with audit and other public sector requirements
- k) Will agree a protocol for decision making on spending the developer contributions based on the mitigation plan (DIPs).

## 6.0 Roles and Responsibilities

- 6.1 Although only Competent Authorities have statutory responsibilities, it is acknowledged that other key facilitators participate in the management of the SAC in order to deliver programmes and specific projects.
- 6.2 The governance of the project will be determined through the Terms of Reference (Appendix 3).

## 7.0 Governance

- 7.1 The following governance arrangements and protocols will be maintained to ensure that the requirements of the programme of mitigation and therefore the Habitats Regulations are satisfied. It is proposed that the following governance arrangements are established, with the partnership management structure to be reviewed on a 12 month basis:
  - Cannock Chase SAC Joint Strategic Board to meet, or receive reports a minimum of quarterly or as required, with an annual rotating chair from each local authority (as listed in the table at Appendix 1), and supported by the Cannock Chase SAC Project Officer. It will consist of senior representatives from each of the organisations listed in this MoU. Advisory members may be co-opted to represent a specific area of interest or issue of consideration. Terms of Reference have been agreed and are at Appendix 3<sup>10</sup>.

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<sup>10</sup> Terms of Reference including membership and voting powers agreed through supporting documents at Appendix 3.

- Cannock Chase SAC Project Group will meet monthly or as required, to coordinate and quality assure project delivery, i.e. what is being delivered, where, when and by whom to avoid duplication of effort. This Group will be supported by the Cannock Chase SAC Project Officer and consist of officers from each of the organisations listed in this MOU along with representatives from appropriate organisations in advisory roles. Terms of Reference have been agreed and are at Appendix 3<sup>11</sup>.

## **8.0 Commencement and Termination**

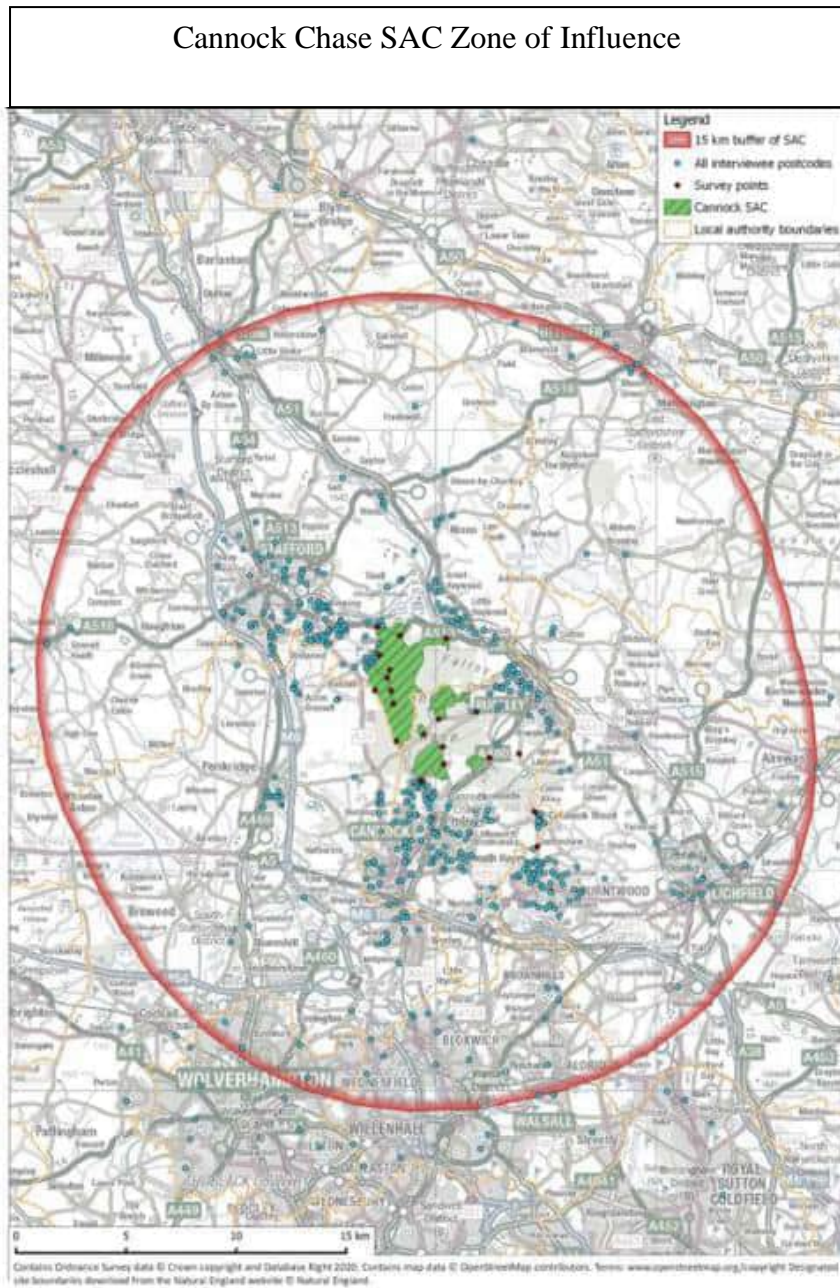
- 8.1 This MOU will take effect when it has been signed by all Partners or agreed by the Joint Strategic Board. It is anticipated that this MOU will operate for a period of five years when it will be reviewed. It may be amended by agreement in writing between all Partners. A Partnership member may withdraw from the Partnership at any time by giving 12 months' notice in writing to all Parties.

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<sup>11</sup> Terms of Reference including membership and voting powers agreed through supporting documents at Appendix 3.

Memorandum of Understanding

Map 1





## Appendix 1

**The Level of Contributions**

- A1.1 The total cost of the programme of measures required to mitigate for the impact on Cannock Chase SAC of residential development within 15km of the Cannock Chase SAC proposed in current and emerging Local Plans over their Relevant Period is £6,297,104. The details of this programme are provided in the DIPs at Appendix 2.
- A1.2 To provide certainty for the Development Plan process and for developers within the Zone of Influence, and to ensure transparency and accountability, a formulae approach has been adopted that sets out a mechanism for the calculation of developer contributions.
- A1.3 The total cost of the DIPs has been divided between the Partner Authorities in proportion to the number of homes proposed within the 15km ZOI of Cannock Chase SAC (as illustrated on Map 1) from 1<sup>st</sup> April 2022 onwards (excluding those which are likely to have planning permission as of end March 2022). The table below sets out the housing numbers, percentage split and proportion of funding which each Partner Authority falling within the 15km ZOI is required to contribute.

Table 1

Local Authority in the 15km ZOI of the Cannock Chase SAC	Housing Numbers proposed in the 15km ZOI from April 2022 (excluding sites with planning permission)	Percentage (%) of total housing delivery	Monies to collect for the DIPs*
<b>Cannock Chase</b>	2,378	11	£690,993
<b>City of Wolverhampton</b>	1,364	6.3	£396,348
<b>East Staffordshire</b>	155	0.7	£45,040
<b>Lichfield</b>	851	3.9	£247,281
<b>South Staffordshire</b>	4,205	19.4	£1,221,878
<b>Stafford</b>	5,412	25	£1,572,605
<b>Walsall</b>	7,306	33.7	£2,122,959
<b>TOTAL</b>	21,671		
<b>DIPs Cost</b>	<b>£6,297,104</b>		

- A1.4 These contributions will be index linked and subject to an annual review each April in line with the 'All Items Group' (Item reference CHAW) of the Retail Prices Index.

## Memorandum of Understanding

- A1.5 It is at the discretion of individual Partner Authorities how to collect their total contribution from developments with the 15km ZOI. These contributions systems will be set out in each Partner Authority's 'Guidance to Mitigate the Impact of New Residential Development'. These documents and the calculations they contain may be subject to review. Other types of development and windfall housing sites not included in the calculations within the aforementioned guidance have the potential to impact upon Cannock Chase SAC, and these will need to be assessed and mitigation provided on an individual basis through discussions with Natural England and/or the relevant local authority. The estimated costings in the DIPs will be monitored and may be reviewed and rates recalculated when the MOU is reviewed.
- A1.6 The option remains for developers to undertake a Habitats Regulations screening assessment and, where necessary, a full appropriate assessment to demonstrate that a proposal will not, either alone or in combination, adversely affect the integrity of the Cannock Chase SAC.
- A1.7 In order for the Developer Contributions Scheme to mitigate the negative effects of development, it is important that the mitigation measures are implemented in a timely manner which reflects the rate at which development comes forward. Each local planning authority will agree the timescale prior to granting planning consent for the collection of developer contributions, which are required to ensure that mitigation is in place prior to occupation to prevent additional harm arising to the Cannock Chase SAC.
- A1.8 The new mitigation programme relates to the delivery of 21,671 homes<sup>12</sup> (which did not have planning permission as of 1<sup>st</sup> April 2022) within the 15km ZOI from 1<sup>st</sup> April 2022 onwards. Monitoring of housing delivery and housing numbers proposed will be undertaken on an annual basis by the SAC Partnership. Where monitoring shows that delivery of any of the housing numbers proposed for a Partner authority, as set out in Table 1, are being approached, a review of this MOU will be triggered and new housing numbers and new mitigation measures will be considered.
- A1.9 The monies that have and will contribute to the DIPs, previously referred as the SAMMM are outlined in Table 2.

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<sup>12</sup> Table 2 Cannock Chase SAC Planning Evidence Base Review Stage 2 (2021)

**Table 2**

Local Authority in the ZOI of the Cannock Chase SAC	Housing Numbers proposed in the Zoi	Percentage (%) of total housing delivery	Monies to collect for the DIPs, previously SAMMMs*
Cannock Chase	1700	20.0	£394,232
City of Wolverhampton	0	0.0	£0
East Staffordshire	30	0.4	£6,957
Lichfield	1715	20.2	£397,710
South Staffordshire	150	1.8	£34,785
Stafford	4900	57.7	£1,136,315
Walsall		0	£0
<b>TOTAL</b>	<b>8495</b>		
<b>DIPs Cost</b>	<b>£1,970,000</b>		

A1.10 Developer contributions provided prior to the start date of the new mitigation programme (Table 3) will contribute to the 2011 – 2021 Strategic Access Management and Monitoring Measures plan (SAMMMs) relating to the 0-8km Zone of Payment, outlined in the 2011 MoU and subsequent update in 2017<sup>13</sup>. It should be noted that the monies collected for the DIPs, previously the SAMMMs, or committed before April 2022 both exceed the original budget of £1,970,000.

**Table 3**

Local Authority in the ZOI of the Cannock Chase SAC	Monies already collected or committed before April 2022
Cannock Chase	£816,374.00
City of Wolverhampton	£0
East Staffordshire	£1,610.00
Lichfield	£247,896.80
South Staffordshire	£90,480.00
Stafford	£896,283.00
Walsall	£0
<b>TOTAL</b>	<b>£2,052,643.80</b>

A1.11 As shown in Table 3, a supplementary £82,643.80 is expected to be collected prior to the commencement of the new DIPs from April 2022, because of higher number of homes being built than originally planned within the ZOI. Any supplementary monies that are to be collected through the previous SAMMM will be reallocated in order to finance mitigation measures in the new DIPs, as the SAMMM has been subsumed into the DIPs.

<sup>13</sup> Memorandum of Understanding for the Cannock Chase Special Area of Conservation Partnership 2011-2021. 2011

## Appendix 2

**Detailed Implementation Plan**

A2.1 The following table of mitigation measures and estimated costings has been prepared by independent consultants in collaboration with the Cannock Chase SAC Partnership to set out Detailed Implementation Plans relating to the Cannock Chase SAC.

<b>Item of Works</b>	<b>Amount remaining to be funded</b>
Resources/events for Engagement Key Stages 1-2 (2020-2040)	£99,195
Resources/events for Engagement Key Stages 3-4 (2020-2040)	£99,195
Resources/events for Engagement with key visitor groups (2020-2040)	£30,000
Creation of Central Website and hosting until 2040	£10,500
Special Project, Forestry England Visitor/mountain bike centre south of A460	£25,000
Special Project, Marquis Drive Masterplan	£25,000
Special Project, Museum of Cannock Chase, Community Hub	£25,000
Circular routes created at each main Car Park: pathworks	£90,000
Orientation panel in each main car-park showing main promoted routes, replacement after 10 years	£15,800
Additional staffing to increase face-to face engagement, (equivalent to 3 full time posts 2020-2040)	£2,364,000
Special Project. Chase Rd	£25,000
Close Car Parks	£150,000
Material (temporary signs etc.) to close damaging habitat fragmentation desire lines	£10,000
New road signs to replace existing ones	£75,000
Installation of Car Park Charging Machines	£70,000
Cost to maintain improved car-parks 2020-2040	£704,900
Circular routes created at each main Car Park: way-markers, replacement after 10 years	£18,750

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Circular routes created at each main Car Park: finger posts, replacement after 10 years	£30,300
Orientation panel in each main car-park showing main promoted routes, replacement after 10 years	£22,000
CC SAC Team Admin Assistant (part time, 2020-2040)	£420,000
CC SAC SAMMM Delivery Officer (2020-2030)	£400,000
Project manager/Project officer post	£765,000
Monitoring: visitor survey at 5 year intervals	£160,000
Monitoring: Automated counters (15 counters)	£90,000
Contingency (10%)	£572,464
	<b>£6,297,104</b>

## **Terms of Reference**

## Terms of Reference

### Cannock Chase SAC Joint Strategic Board

#### 1.0 Introduction

- 1.1 The Cannock Chase Special Area of Conservation (SAC) Partnership provides a framework for coordination between statutory bodies having land use planning responsibilities in Cannock Chase SAC. These Terms of Reference set out how the Cannock Chase SAC Joint Strategic Board (JSB) will work together to coordinate the delivery of a programme of mitigation, prepare and implement common plans and policies to protect the SAC, promote its understanding and appreciation to help to deliver sustainable development.
- 1.2 The objective of the Partnership is to use statutory planning processes and specific site and visitor management measures to secure appropriate mitigation for the impacts on the Cannock Chase SAC through Development Plan policies and proposals contained in individual planning applications and projects, thereby ensuring that the integrity of the Cannock Chase SAC is maintained.
- 1.3 The Cannock Chase SAC Partnership as a whole will provide a vehicle for the agreement of mitigation measures, collection and use of planning obligation monies and monitoring of work carried out.

#### 2.0 Status

**Competent Authorities** include any statutory body or public office exercising legislative powers, whether on land or sea.

- 2.1 Each Competent Authority is individually responsible for meeting its duties under the Habitats Regulations. However by jointly preparing, implementing and reviewing the Detailed Implementation Plans (DIPs), it is anticipated that the Competent Authorities will be able to more effectively achieve the aims of the Habitats Regulations in relation to the Cannock Chase SAC, than if they acted alone. This will also relieve individual applicants from the burden of preparation of evidence for Habitats Regulations Assessment and will streamline this aspect of the development management process. To this end the Competent Authorities for the Cannock Chase SAC have formed this legal partnership overseen by this JSB with the Project Group coordinating the delivery, the accumulation of funds and undertaking additional works as directed. The JSB has no additional powers but serves to ensure that all Competent Authorities contribute to the implementation of the mitigation measures.

#### 3.0 Composition

- 3.1 The membership of the JSB will comprise representatives of all the Competent Authorities, as defined in the Habitats Regulations, for the Cannock Chase SAC and who have signed the Memorandum of Understanding.
  - The JSB will comprise one senior representative or their delegated officer representative from each of the Competent Authorities. Additional representatives may attend at the discretion of the Chairman.

#### 4.0 Board Structure and Procedures

- No Competent Authority will have authority over any of the other JSB members.
- The JSB will meet, or receive reports produced by an officer in a project management role, a minimum of quarterly or when required;
- Meetings of the Board will be chaired by each Competent Authority in turn annually.
- Officer support and secretariat services will be provided by the Cannock Chase SAC Project Officer (as defined in the DIPs)
- Agendas, reports and minutes of meetings will be circulated to relevant facilitators.
- The Project Group will be represented at meetings of JSB.
- Wherever possible, decisions made at the JSB will be by means of consensus. A quorum of 50% attendance plus one member will be required for decisions to be ratified. Where a decision is needed urgently, the incoming Chair has delegated authority to make the decision. This must then be reported to the next meeting for retrospective agreement.
- Where a member of the Partnership has proposed a project outside the agreed measures (SAMMM) that body is not entitled to vote on that item.
- Voting rights are limited to the full members of Cannock Chase SAC Partnership, one vote per full member authority.
- The Cannock Chase SAC Project Officer is not entitled to vote.
- With the agreement of members of the JSB members, advisory members may be co-opted to represent a specific area of interest or issue of consideration

#### 5.0 Remit

##### 5.1 The JSB:

- Will exercise its function to secure compliance with the requirements of the Habitats Regulations.
- Will provide a forum for discussion of issues and coordination of activity in a private and confidential setting due to commercial sensitivity of the projects but make relevant reports available to the public where appropriate.
- Will oversee the development, implementation and monitoring of the DIPs, and agree an annual work programme and milestones based upon future projections in order to work towards achieving the Conservation Objectives for the SAC.
- Will collaborate with key facilitators when required on individual projects within the programme.
- Receive and review an annual report on the collection, management and spending of the planning obligations funding.
- Expects that representatives will commit to the actions for delivery within their respective organisations;
- Will review performance and delivery of actions within the plan and make decisions to ensure timely corrective action can be taken where necessary.
- Will advise/steer the Project Group on changing priorities based on evidence and commit to new actions where there is a shortfall in a timely manner.
- Will approve a working budget for the Cannock Chase SAC Project Officer or the officer undertaking this role whilst the post is vacant.



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- Will assess projects outside the DIPs over £10,000 for evidence that they are cost effective and provide greater additional mitigation than those within the SAMMM.
- Will rely on input from the Project Group to help inform their decisions and will direct the Project Group where additional/different actions are required.
- Will agree the frequency of the Project Group meetings.
- Will act on behalf of the Partnership organisations in commissioning studies, surveys and reports or other work on relevant matters (with landowner collaboration, where required), including making bids for joint funding and grants relating to the objectives of the body.
- Represent the Cannock Chase SAC and its objectives at public meetings, events, workshops and conferences as and when necessary and, promote and champion the work of the Partnership.
- Will review its Terms of Reference as may be appropriate.

## Cannock Chase SAC Project Group

### Terms of Reference

#### 1.0 Introduction

- 1.1 The Cannock Chase Special Area of Conservation (SAC) Partnership provides a framework for coordination between statutory bodies having land use planning responsibilities in Cannock Chase SAC. These Terms of Reference set out how the Cannock Chase SAC Project Group will work together to coordinate the delivery of a programme of mitigation, prepare and implement common plans and policies to protect the SAC, promote its understanding and appreciation to help to deliver sustainable development.
- 1.2 The objective of the Partnership is to use statutory planning processes and specific site and visitor management measures to secure appropriate mitigation for the impacts on the Cannock Chase SAC of Development Plan policies and proposals contained in individual planning applications and projects, thereby ensuring that the integrity of the Cannock Chase SAC is maintained.
- 1.3 The Cannock Chase SAC Partnership as a whole will provide a vehicle for the agreement of mitigation measures, collection and use of planning obligation monies and monitoring of work carried out.

#### 2.0 Status

**Competent Authorities** include any statutory body or public office exercising legislative powers, whether on land or sea.

- 2.1 Each Competent Authority is individually responsible for meeting its duties under the Habitats Regulations. However by jointly preparing, implementing and reviewing the Detailed Implementation Plans (DIPs), it is anticipated that the Competent Authorities will be able to more effectively achieve the aims of the Habitats Regulations in relation to the Cannock Chase SAC, than if they acted alone. This will also relieve individual applicants from the burden of preparation of evidence for Habitats Regulations Assessment and will streamline this aspect of the development management process. To this end the Competent Authorities for the Cannock Chase SAC have formed this legal partnership overseen by the Joint Strategic Board (JSB) with the Project Group coordinating the delivery, the accumulation of funds and undertaking additional works as directed. The JSB has no additional powers but serves to ensure that all Competent Authorities contribute to the implementation of the mitigation measures.

#### 3.0 Composition

- 3.1 The membership of the Project Group will comprise all of the Competent Authorities, as defined in the Habitats Regulations, for the Cannock Chase SAC and who have signed the Memorandum of Understanding.
  - The Project Group will comprise appropriate officers of the Competent Authorities
  - Officers or technical / professional representatives of stakeholder organisations, by invitation.

#### 4.0 Structure and Procedures

- The Project Group will meet a minimum of quarterly.
- Meetings of the Project Group will be chaired by each Competent Authority in turn.
- Officer support and secretariat services will be provided by Cannock Chase SAC Project Officer (as defined in the DIPs) when in post.
- A minimum of 1 member of the Project Group will represent the group at the JSB meetings.
- A quorum of 50% attendance plus one member will be required for decisions to be ratified. Where a decision is needed urgently, the incoming Chair has delegated authority to make the decision. This must then be reported to the next meeting for retrospective agreement.
- Where a member of the Partnership has proposed a project outside the agreed DIPs that body is not entitled to vote on that item.
- Voting rights are limited to the representatives of the Competent Authorities, one vote per full member authority.
- The Cannock Chase SAC Project Officer will not be entitled to vote.
- With the agreement of members of the Project Group, advisory members may be co-opted to represent a specific area of interest or issue of consideration.

#### 5.0 Remit

5.1 The Project Group will be responsible, with external support where agreed, for undertaking the following:

- Advise the JSB as necessary on issues relating to and impacting upon the SAC
- Will coordinate the implementation of the DIPs.
- Provide technical support to the JSB, prepare reports for the JSB's consideration and carry out such actions as may be instructed by the JSB.
- Undertake work identified in the annual work programme or as otherwise prioritised.
- Agree an annual monitoring report for the year ending 31<sup>st</sup> March prepared by the Cannock Chase SAC Project Officer, together with regular updates on progress for the Board.
- Prepare, agree and maintain a five-year rolling project plan, based upon the objectives of the Partnership.
- The Project Group may establish small project or working groups, resourced as necessary, to progress issues related to delivering the agreed annual work programme.
- Use of delegated authority to consider project substitution up to a value of £10K where projects outside of the DIPs can be proved to provide greater or additional mitigation to those within the DIPs.
- Identification of alternative mitigation projects
- Represent the Cannock Chase SAC and its objectives at public meetings, events, workshops and conferences as and when necessary and, promote and champion the work of the Partnership.
- Annually review the collection, management and spending of the planning obligations funding and prepare an annual report for the JSB.
- Provide information to allow the levels of residential development, spend and outcomes of project work to be monitored.
- Will review its Terms of Reference as may be appropriate.

Memorandum of Understanding

Memorandum of Understanding

**Signatories:**

Signed for and on behalf of  
**CANNOCK CHASE DISTRICT COUNCIL**

Authorised signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of  
**EAST STAFFORDSHIRE BOROUGH COUNCIL**

Authorised signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of  
**LICHFIELD DISTRICT COUNCIL**

Authorised signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of  
**SOUTH STAFFORDSHIRE DISTRICT COUNCIL**

Authorised signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Memorandum of Understanding

Signed for and on behalf of  
**STAFFORD BOROUGH COUNCIL**

Authorised signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of  
**WOLVERHAMPTON CITY COUNCIL**

Authorised signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of  
**WALSALL BOROUGH COUNCIL**

Authorised signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

DATED: \_\_\_\_\_ 2022

STAFFORD BOROUGH COUNCIL (1)

And

CANNOCK CHASE DISTRICT COUNCIL (2)

And

EAST STAFFORDSHIRE BOROUGH COUNCIL (3)

And

LICHFIELD DISTRICT COUNCIL (4)

And

SOUTH STAFFORDSHIRE DISTRICT COUNCIL (5)

And

WOLVERHAMPTON CITY COUNCIL (6)

And

WALSALL BOROUGH COUNCIL (7)

.....

AGREEMENT IN RELATION TO  
DEVELOPER FINANCIAL CONTRIBUTIONS AND  
THE CANNOCK CHASE SPECIAL AREA OF CONSERVATION (SAC)  
DETAILED IMPLEMENTATION PLANS (DIPs)

.....

**THIS AGREEMENT** is made as a Deed on the            day of            2022

BETWEEN:

- (1) **STAFFORD BOROUGH COUNCIL** of Civic Centre, Riverside, Stafford, Staffordshire ST16 3AQ (“**SBC**”)
- (2) **CANNOCK CHASE DISTRICT COUNCIL** of Civic Centre, Beecroft Road, Cannock, Staffordshire WS11 1BG (“**CCDC**”)
- (3) **EAST STAFFORDSHIRE BOROUGH COUNCIL** of The Town Hall, King Edward Place, Burton upon Trent, Staffordshire DE14 2EB (“**ESBC**”)
- (4) **LICHFIELD DISTRICT COUNCIL** of District Council House, Frog Lane, Lichfield, Staffordshire WS13 6YY (“**LDC**”), and
- (5) **SOUTH STAFFORDSHIRE DISTRICT COUNCIL** of Council Offices, Wolverhampton Road Codsall, Staffordshire WV8 1PX (“**SSDC**”)
- (6) **WOLVERHAMPTON CITY COUNCIL** of Civic Centre, St. Peters Square, Wolverhampton, WV1 1SH (“**WCC**”)
- (7) **WALSALL BOROUGH COUNCIL** of Civic Centre, Walsall, WS1 1TP (**WBC**)

Each a “party” and together the “parties”.

**BACKGROUND:**

- (A) On or around 18 January 2017 the parties entered into the Partnership Memorandum of Understanding, or agreed to take effect by the Joint Strategic Board to deliver the Detailed Implementation Plans (DIPs) and implement the Guidance to Mitigate the Impact of new Residential Development document within a 15 kilometre radius of the Cannock Chase Special Area of Conservation.
- (B) The parties are members of the Cannock Chase Special Area of Conservation Joint Strategic Board, established for the protection of the Cannock Chase Special Area of Conservation. The parties are also the local planning authorities for their areas.
- (C) The Joint Strategic Board has agreed the DIPs for the Cannock Chase Special Area of Conservation. The DIPs are evolving documents and will be agreed on an ongoing basis by the Board.



- (D) The parties have agreed to secure the collection of financial contributions from developers in their area by way of agreements or unilateral undertakings under section 106 of the Town and Country Planning Act 1990 or via the Community Infrastructure Levy Regulations 2010 (as amended) to assist in the delivery of the DIPs . This approach is set out in the 'Guidance to Mitigate the Impact of new Residential Development document, as prepared by each party.
- (E) SBC has agreed to be the Financially Accountable Body for the Contributions and for the delivery of the Guidance to Mitigate the Impact of new Residential Development in accordance with the terms of this Agreement.

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

The following definitions shall apply throughout this Agreement:

<b>Agreed Dates</b>	means the dates upon which the Contribution is payable, being the 1 <sup>st</sup> October and 1 <sup>st</sup> April in each year during the Term.
<b>Authorised Representatives</b>	means the people appointed from time to time as representatives for the parties;
<b>Board</b>	means the Cannock Chase Special Area of Conservation Joint Strategic Board;
<b>Business Day</b>	means any day that is not a Saturday, Sunday or bank holiday or public holiday in England;
<b>Cannock Chase SAC</b>	means the Cannock Chase Special Area of Conservation designated in 2005 under the provisions of European Habitats Directive and located within the Cannock Chase Area of Outstanding Natural Beauty and shown on the plan attached in Schedule 1;
<b>Cannock Chase Special Area of Conservation Partnership</b>	means the Partner Authorities who collect the Contributions to ensure compliance with the Habitat Regulations in relation to the DIPs Assessment in order to mitigate for residential development through the Partner Authorities' local plans;
<b>Confidential Information</b>	means any information received from a disclosing party for the purposes of this Agreement or otherwise relating in any way to the business, operations and activities of the disclosing party that if disclosed in tangible form is marked confidential or if disclosed otherwise is confirmed in writing as being confidential or, whether disclosed in tangible form

or otherwise, is manifestly confidential (including this Agreement and the relationship between the parties);

<b>Contributing Partners</b>	means the parties responsible for paying the Contributions to SBC in accordance with the terms of this Agreement, namely CCDC, ESBC, LDC, SSDC, WCC and WBC;
<b>Contributions</b>	means the financial contributions paid by developers to the respective parties in respect of residential development within the Zone of Payment and secured by the parties under section 106 of the Town and Country Planning Act 1990 or via the Community Infrastructure Levy Regulations 2010 in accordance with the Partnership Memorandum of Understanding and to facilitate the delivery of the DIPs.
<b>Data Protection Legislation</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 ( <i>SI 2003/2426</i> ) as amended;
<b>Detailed Implementation Plans (DIPs)</b>	a plan of actions to mitigate for the likely increase in the number of visits to the Cannock Chase SAC resulting from new residential development within 15km of the Cannock Chase SAC.
<b>EIRs</b>	means the Environmental Information Regulations 2004;
<b>Financial Year</b>	a year as reckoned for taxing or accounting purposes, from 6 April of each year;
<b>Financially Accountable Body</b>	means SBC, the body who has been appointed for the purpose of ensuring the collection and expending of the Contributions and for the delivery of the GMIRD on behalf of the Partners in accordance with the terms of this Agreement;
<b>FOIA</b>	means the Freedom of Information Act 2000;
<b>Force Majeure</b>	means any circumstance not within a party's reasonable control including, without limitation: a prohibitive act of parliament or, prohibitive governmental regulations; acts of God; epidemic or pandemic; war and other hostilities / national emergency (whether war is declared or not), invasion, act of foreign enemies or terrorism; national strikes; exceptional weather conditions; pressure waves caused by aircraft or aerial devices travelling at sonic or supersonic speeds, rebellion, revolution, civil commotion, riots or disorder; ionising radiation, or contamination by radioactivity from any nuclear fuel or nuclear waste, or combustion of

nuclear fuel, radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; explosives on site and their removal; or other similar circumstances which are beyond the reasonable control of each of the parties, provided that Force Majeure shall not include any strike or labour dispute involving any parties' personnel or any failure to provide the Services by any of SBC's sub-contractors;

<b>GMIRD</b>	means the Guidance to Mitigate The Impact of Residential Development on the Cannock Chase SAC which forms part of the DIPs and prepared by each individual party to mitigate the impact of residential development within the Zone of Payment on the Cannock Chase SAC;
<b>Habitats Regulations</b>	means the Conservation of Habitats and Species Regulations 2017 (as amended);
<b>Intellectual Property Rights</b>	means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>Partner Authorities</b>	means the partner authorities who make up the Cannock Chase Special Area of Conservation Partnership and the parties to this Agreement; "Partners" shall be construed accordingly;
<b>Partnership Memorandum of Understanding</b>	Memorandum of Understanding of the Cannock Chase Special Area of Conservation Partnership signed by the Partner Authorities on or around 18 January 2017 in the form set out in Schedule 3;
<b>Personal Data</b>	as defined in the Data Protection Legislation;
<b>Services</b>	as defined in clause 4.1;
<b>Term</b>	means the term of this Agreement as set out in clause 2.1;

**UK GDPR** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**Zone of Payment** means residential developments within a 0 - 15 km radius of the boundary of the Cannock Chase SAC as set out in Schedule 2.

## 1.2 Interpretation

### 1.2.1 In this Agreement:

- a) a reference to this Agreement includes its schedules, appendices and annexes;
- b) the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement;
- c) a reference to a 'party' includes that party's successors and permitted assigns;
- d) a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- e) a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- f) a reference to a gender includes the other gender;
- g) reference to party means the parties named in this Agreement;
- h) words in the singular include the plural and vice versa;
- i) any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- j) a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form.

### 1.2.2 Any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to:

- (i) such legislation as amended and in force from time to time and to any legislation that (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislation; and
- (ii) any subordinate legislation made under the same before (but not after) the date of this Agreement.

## 2. TERM

2.1. This Agreement shall commence on the date of this Agreement and shall automatically expire after five (5) years unless extended in accordance with clause 2.2 or terminated earlier in accordance with clause 10 of this Agreement (the "**Term**")

- 2.2. This Agreement may be extended at any time by mutual written agreement between all the parties.

### 3. THE CONTRIBUTIONS

- 3.1. During the Term, the Contributing Partners shall use reasonable endeavours to collect the Contributions and pay those Contributions to SBC on the Agreed Dates or, if not paid on the Agreed Dates, within fourteen (14) days of the Agreed Dates.
- 3.2. The Contributing Partners shall remit the Contributions to SBC by way of BACS payment or a telegraphic transfer for the attention of the Finance Department by quoting reference 'SAC LA payments'. SBC shall acknowledge receipt in writing of each Contribution received within fourteen (14) days.
- 3.3. In the event that any or all of the Contributing Partners fail to pay the Contributions to SBC in accordance with clause 3.1, SBC shall refer the relevant details to the Board.
- 3.4. SBC will keep accurate books of account and financial records in relation to the deposit and expenditure of the Contributions in accordance with sound and prudent financial management.
- 3.5. SBC shall ensure that all Contributions received from the Contributing Partners are deposited in a high interest-bearing bank account until such time that the Contributions have been expended in accordance with the provisions of the DIPs and the terms of the Partnership Memorandum of Understanding.
- 3.6. At the beginning of each Financial Year, SBC shall provide and submit to the Contributing Partners:
  - (a) a written record of all Contributions received during the preceding Financial Year; and
  - (b) a written record of the expenditure of the Contributions during the preceding Financial Year.

### 4. ADDITIONAL OBLIGATIONS OF SBC

- 4.1. SBC shall be responsible for and carry out the project management of the GMIRD (the "**Services**") on behalf of the Board, acting as its agent.
- 4.2. SBC shall not be obliged to deliver the Services personally and may contract in whole or in part to deliver the Services. SBC shall not be obliged to seek the approval or endorsement of the parties in procuring the Services. SBC shall follow its own corporate governance procedures in relation to the Services.
- 4.3. SBC and its contractors shall have reference in the provision of the Services to the most up to date version of the DIPs as approved by the Board from time to time.

- 4.4. SBC shall, for the duration of this Agreement, be responsible for the recruitment and employment of the SAC Project Officer and the SAC Engagement Officer (the “**SAC Officer Roles**”).

## **5. REVIEW & MANAGEMENT**

- 5.1. The DIPs will be reviewed and agreed by the Board from time to time.
- 5.2. The parties may meet to review the operation of this Agreement annually at the anniversary of this Agreement or at such other times as the parties may agree.

## **6. FREEDOM OF INFORMATION**

- 6.1 Each party will use reasonable endeavours to assist the other parties to comply with their obligations under the FOIA, the EIRs and any other applicable legislation governing access to information.
- 6.2 If a party receives a request for information under such legislation (“the Receiving Party”) and requires the other parties’ assistance in obtaining that information, the other parties will provide such assistance within such reasonable timeframe requested by the Receiving Party (and in any case no later than ten (10) Business Days after receiving the Receiving Party’s request) in order for the Receiving Party to comply with its statutory obligations.
- 6.3 If a request is made under such legislation for information which relates to either the Agreement or one of the other parties, the Receiving Party will immediately consult with the other party(ies) and take their views into consideration when making a decision as to whether or not the requested information should be disclosed, giving serious consideration to whether any statutory exemptions apply.
- 6.4 If the Receiving Party determines that information (including Confidential Information) must be disclosed, it will notify the other party(ies) of such decision as soon as reasonably practicable.

## **7. DATA PROTECTION**

- 7.1 No Personal Data is being transferred from one party to another. Should this change in the future, all parties shall agree data processing agreements from time to time that honour each party’s obligations under the Data Protection Legislation, such agreement not to be unreasonably withheld.

## **8. CONFIDENTIALITY**

- 8.1. Subject to clause 8.2, each party shall keep the other parties’ Confidential Information confidential and shall not:
  - 8.1.1. use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this Agreement; or

- 8.1.2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 8.
- 8.2. The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential information:
- 8.2.1. which the other party confirms in writing is not required to be treated as Confidential Information;
  - 8.2.2. which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
  - 8.2.3. which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law, including the FOIA or the EIRs;
  - 8.2.4. which is in or enters the public domain other than through any disclosure prohibited by this Agreement;
  - 8.2.5. which a party can demonstrate was lawfully in its possession prior to receipt from another party; or
  - 8.2.6. which is disclosed by a party on a confidential basis to any central government or regulatory body.
- 8.3. A party may disclose another party's Confidential information to those of its Authorised Representatives who need to know such Confidential Information for the purposes of performing or advising on the party's obligations under this Agreement, provided that:
- 8.3.1. it informs such Authorised Representatives of the confidential nature of the Confidential Information before disclosure; and
  - 8.3.2. it procures that its Authorised Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement,
  - 8.3.3. and at all times, it is liable for the failure of any Authorised Representatives to comply with the obligations set out in this clause 8.3.
- 8.4 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

## 9. **INTELLECTUAL PROPERTY**

- 9.1 The parties agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology and any other Intellectual Property Rights whatsoever owned by a party before the date of this Agreement or developed by any party during the Term, shall remain the property of that party.
- 9.2 Where a party has provided the another party (the "**Receiving Party**") with any of its Intellectual Property Rights for use in connection with the Agreement (including without limitation its name and logo), the Receiving Party shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or

destroy such Intellectual Property Rights as requested by the party who provided the Intellectual Property Rights.

## 10. TERMINATION

- 10.1 Any party may terminate this Agreement with immediate effect by serving notice in writing on the other parties where a party has breached a material obligation under this Agreement and the breach cannot, in the reasonable opinion of the terminating party, be remedied.
- 10.2 SBC may terminate this Agreement with immediate effect by serving notice in writing on the other parties where:-
- (a) any statute law, primary or secondary legislation should alter the status of the Cannock Chase SAC or alter or affect the validity of the DIPs; or
  - (b) If the Board determines that the GMIRD and / or the DIPs are no longer needed or are changed in such a way as to render the provisions of this Agreement superseded or unlawful.
- 10.3 Any Contributing Partner may terminate this Agreement with immediate effect by serving notice in writing to the other parties where:
- (a) a Force Majeure Event has disrupted the ability of SBC to perform its obligations under this Agreement for a period of at least 30 consecutive days; or
  - (b) it becomes unlawful for SBC to continue to act as the Financially Accountable Body (either in whole or in part).
- 10.4 Any party may terminate this Agreement at any time by giving the other parties no less than three (3) months' notice in writing.
- 10.5 Any delay by a party in exercising the right to terminate shall not constitute a waiver of such rights.
- 10.6 On termination or expiry of this Agreement, any Contributions held by SBC, but not spent on the Services, shall be retained by SBC exclusively for the purposes set out in the DIPs or for such other purposes reasonably related the protection or improvement of the Cannock Chase Special Area of Conservation as the Board may determine.

## 11 LIABILITY AND INDEMNITY

- 11.1 Subject to clause 11.3 and for the duration of this Agreement, SBC shall indemnify the Contributing Partners for and against all direct damages, losses, costs, claims, charges, liabilities and expenses (including reasonably incurred legal expenses) arising from the arrangement agreed under this Agreement or its termination thereof, which arises as a result of any act or omission of SBC, its officers, employees or contractors.



- 11.2 Subject to clause 11.3 and for the duration of this Agreement, the Contributing Partners shall each separately indemnify SBC for and against all direct damages, losses, costs, claims, charges, liabilities and expenses (including reasonably incurred legal expenses) arising from the arrangement agreed under this Agreement which arise as a result of any act or omission of any of the Contributing Partners, their officers, employees or contractors.
- 11.3 Each party's liability under this Agreement shall be limited to the sum of the Contributions handled by SBC under this Agreement in the twelve (12) months preceding the date of the event giving rise to liability.
- 11.4 If pursuant to this Agreement SBC receives Contributions which have been incorrectly and / or unlawfully collected by a party, that party shall be entitled to request in writing that the unspent Contributions and any accrued interest be returned to them and SBC shall return such Contributions together with any accrued interest which have not been spent at the time of the request, within 30 days of receipt of such a request.
- 11.5 Each party warrants that the Contributions they pay to SBC can lawfully be spent on delivery of the GMIRD and agrees to indemnify SBC against any claims related to reimbursement of Contributions spent for this purpose.
- 11.6 For the duration of this Agreement, the Contributing Partners shall each separately indemnify SBC for and against all costs, losses, charges, liabilities, expenses and claims relating to the employment of the SAC Officer Roles, including recruitment and redundancy payments. The Contributing Partners shall not be responsible for any costs, losses, charges, liabilities, expenses or claims if and to the extent that it is caused by the negligence or wilful misconduct of SBC or by breach by SBC of its obligations under clause 4.4.

## 12 PUBLICITY

- 12.1 Subject to clause 12.2 no announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, a party without the prior written consent of the other parties, such consent not to be unreasonably withheld or delayed (the parties shall consult on the form and content of any such announcement or other public disclosure, as well as the manner of its release).
- 12.2 If a party is required to make an announcement or other public disclosure concerning this Agreement or any of the matters contained in it by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction, it may do so. Such a party shall:
- a) notify the other parties as soon as is reasonably practicable upon becoming aware of such requirement to the extent it is permitted to do so by law, by the court or by the authority requiring the relevant announcement or public disclosure;
  - b) make the relevant announcement or public disclosure after consultation with the other parties so far as is reasonably practicable; and

- c) make the relevant announcement or public disclosure after taking into account all reasonable requirements of the other parties as to its form and content and the manner of its release, so far as is reasonably practicable.

### **13 FORCE MAJEURE**

- 13.1 A party shall not be liable to the other parties for failure to perform its obligations under this Agreement if that failure is caused by events beyond its reasonable control that constitute Force Majeure.
- 13.2 If a party is prevented or delayed in performing any of its obligations under this Agreement by Force Majeure, then:
  - a) it shall diligently take all reasonable steps and act in good faith at all times in order to avoid or minimise its failure caused by the Force Majeure;
  - b) promptly serve written notice on the other parties without delay, setting out the nature of the circumstances that constitute Force Majeure and stating on what date the Force Majeure took effect, how this will affect its performance of the Agreement and its actions (or proposed actions) to mitigate the effect of the Force Majeure on its performance of this Agreement.
- 13.3 If at any time during the Term SBC is prevented from performing its obligations under this Agreement due to Force Majeure for a period of at least 30 consecutive days then any Contributing Partner may terminate this Agreement with immediate effect in accordance with clause 10.3.
- 13.4 In the event of a Contributing Partner terminating this Agreement pursuant to clause 10.3, SBC shall not be liable to any of the Contributing Partners for any delay or non-performance of its obligations under this Agreement to the extent that such non-performance is due to a Force Majeure event.

### **14 DISPUTE RESOLUTION**

- 14.1 The parties shall make every reasonable effort (acting in good faith at all times) to resolve by agreement any dispute which arises between them concerning any issue relating to this Agreement.
- 14.2 If a mutually satisfactory resolution cannot be reached within ten (10) Business Days of a dispute being notified in writing by one party to the others, the parties shall comply with the following procedure:
  - a) The dispute shall be discussed at a meeting of the parties' Authorised Representatives, to be held within ten (10) Business Days of referral to them.

b) If the dispute is not resolved within ten (10) Business Days after the above meeting, the dispute shall be referred to the chief executives of the parties (or their authorised representatives).

(c) If the parties' chief executives fail to resolve the dispute within ten (10) Business Days of its referral to them, any party may refer the dispute for mediation in accordance with the CEDR Model Mediation Procedure.

14.3 The parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the parties equally.

## **15. GENERAL**

### **15.1 Costs**

15.1.1 Each of the parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Agreement.

### **15.2 Assignment and Other Dealings**

15.2.1 SBC may assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the Contributing Partners' prior written consent.

### **15.3 Entire Agreement**

15.3.1 This Agreement together with any documents referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.3.2 Each party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

### **15.4 Variation**

15.4.1 No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their Authorised Representatives).

### 15.5 Waiver

- 15.5.1 A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 15.5.2 A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

### 15.6 Severance

- 15.6.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

### 15.7 Notices

- 15.7.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by first-class post or recorded delivery to the address set out at the beginning of this Agreement and addressed to the Authorised Representative.
- 15.7.2 Any notice or communication shall be deemed to have been served:
- (i) if delivered by hand, at the time the notice is left at the proper address;
  - (ii) if sent by first-class post, at 9.00 am on the second Business Day after posting;  
and
  - (iii) if sent by recorded delivery, at the time the delivery was signed for.
- 15.7.3 If a notice is served after 4.00pm on a Business Day, or on a day that is not a Business Day, it is to be treated as having been served on the next Business Day.
- 15.7.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**15.8 Third Party Rights**

15.8.1 The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

**15.9 Counterparts**

15.9.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original of this Agreement, but all the counterparts shall together constitute the one Agreement.

**15.10 Governing Law**

15.10.1 The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.

**15.11 Jurisdiction**

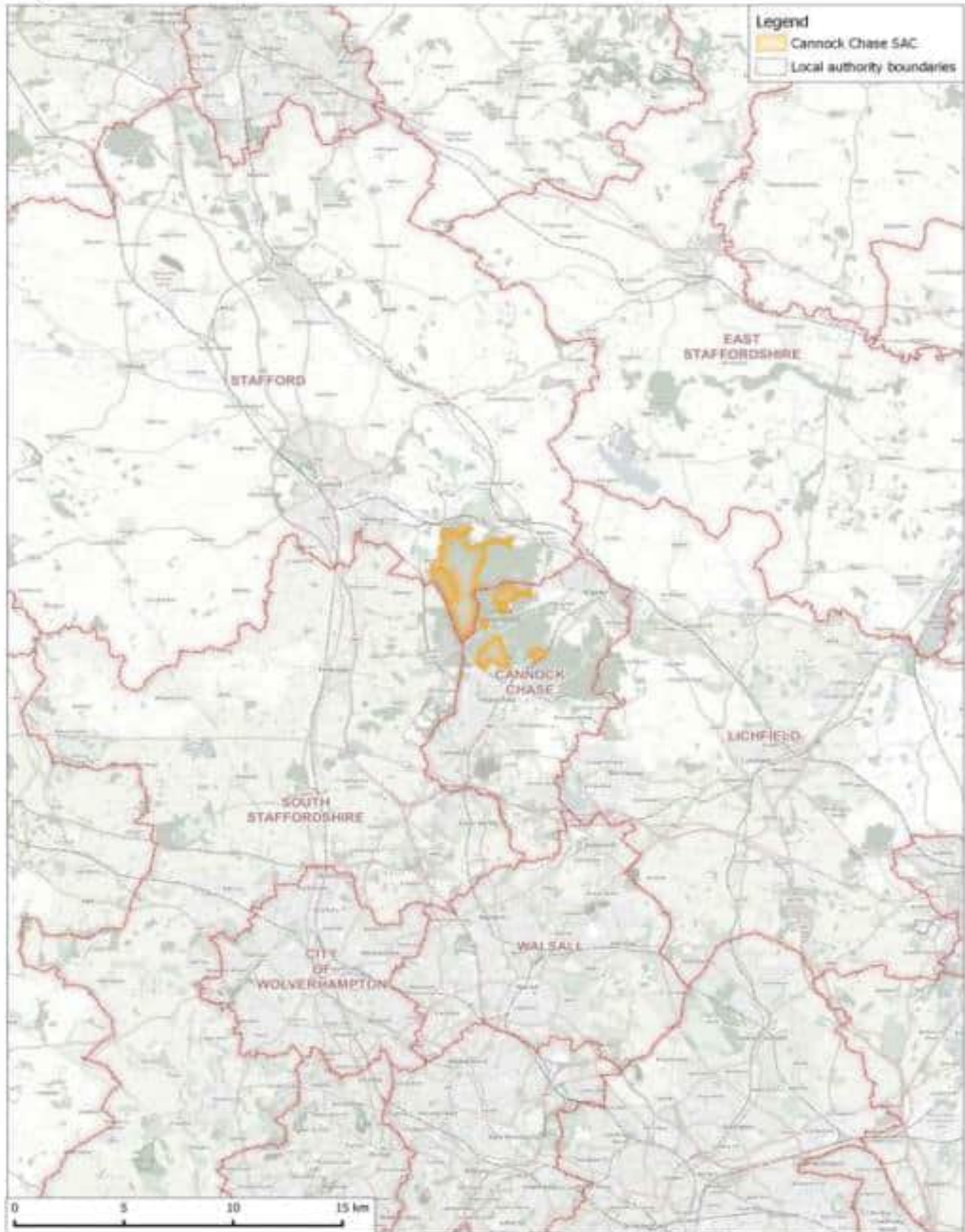
15.11.1 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

**EXECUTED** as a **DEED** and is delivered and takes effect on the date stated at the beginning of it.

## SCHEDULE 1

Map 1: Plan of Cannock Chase SAC

Map 1: Location of the Cannock Chase SAC.

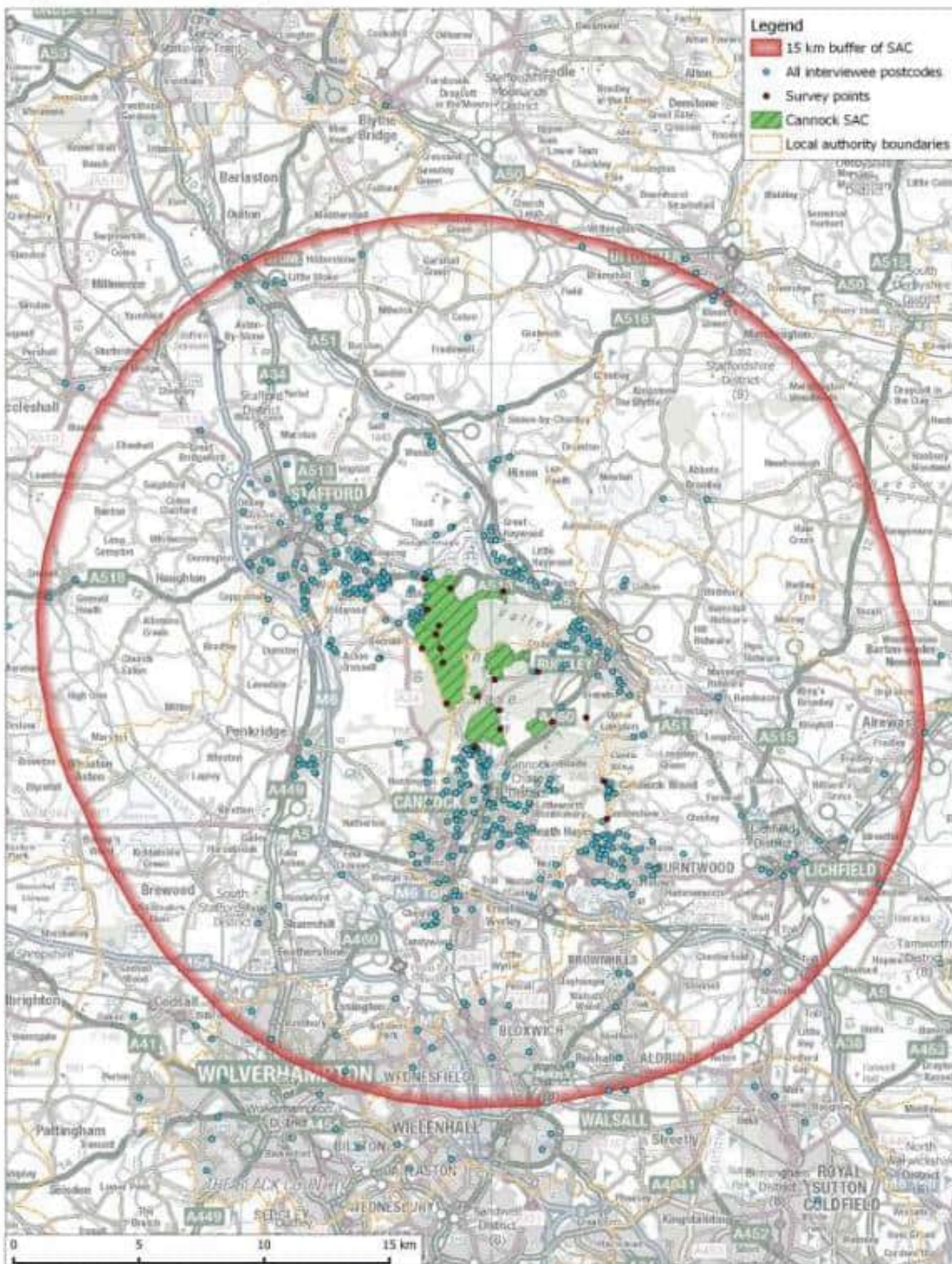


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**SCHEDULE 2**

Map 2: Plan of the Cannock Chase SAC 15km Zone of Payment



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### SCHEDULE 3

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#### Partnership Memorandum of Understanding



Memorandum of  
Understanding.docx



By affixing the **COMMON SEAL**  
of **STAFFORD BOROUGH**  
**COUNCIL**

In the presence of:

.....  
Authorised Signatory

By affixing the **COMMON SEAL**  
of **CANNOCK CHASE DISTRICT**  
**COUNCIL**

In the presence of:

.....  
Authorised Signatory

By affixing the **COMMON SEAL**  
of **LICHFIELD DISTRICT**  
**COUNCIL**

In the presence of:

.....  
Authorised Signatory

By affixing the **COMMON SEAL**  
of **EAST STAFFORDSHIRE**  
**BOROUGH COUNCIL**

In the presence of:

.....  
Authorised Signatory

By affixing the **COMMON SEAL**  
of **SOUTH STAFFORDSHIRE**  
**DISTRICT COUNCIL**

In the presence of:

.....  
Authorised Signatory

By affixing the **COMMON SEAL**  
of **WOLVERHAMPTON CITY**  
**COUNCIL**

In the presence of:

.....

Authorised Signatory

By affixing the **COMMON SEAL**  
of **WALSALL BOROUGH**  
**COUNCIL**

In the presence of:

.....

Authorised Signatory

<b>Joint Report of:</b>	<b>Head of Environment &amp; Healthy Lifestyles and Head of Economic Prosperity</b>
<b>Contact Officer:</b>	<b>Amber Soni</b>
<b>Telephone No:</b>	<b>01543 464 274</b>
<b>Portfolio Leaders:</b>	<b>Community Engagement, Health &amp; Wellbeing and Housing, Heritage &amp; Leisure</b>
<b>Key Decision:</b>	<b>No</b>
<b>Report Track:</b>	<b>Cabinet: 31/03/22</b>

**Cabinet**  
**31 March 2022**  
**Health in All Policies**

**1 Purpose of Report**

- 1.1 To provide Members with an overview of the current evidence and best practice in relation to Health in All Policies (HiAP) in second tier councils across England and to provide a proposed implementation plan for the adoption of HiAP.

**2 Recommendation(s)**

- 2.1 That Cabinet adopt the proposed initial HiAP implementation plan at Appendix 1, which includes the preparation of a Council Health and Wellbeing Strategy.
- 2.2 That the Head of Economic Prosperity be designated as the lead officer for this workstream, implementing all necessary actions to progress the implementation plan.

**3 Key Issues and Reasons for Recommendations**

- 3.1 Cabinet agreed to adopt a HiAP approach in January 2020. The COVID-19 pandemic and a lack of capacity meant this work was put on hold. Using resources reallocated from the Environmental Health Food & Safety Team, a part-time Health Improvement Officer has now been recruited to progress this work.
- 3.2 Members now need to determine how best to deliver HiAP in the wider context of the recently launched County Public Health programme "Better Health

Staffordshire” which aims to identify and tackle the root causes of unhealthy weight.

- 3.3 The health of the population is affected by many aspects of service provision, not just direct Health Services (see Appendices 4a and 4b). This includes housing conditions, spatial planning, economic growth, leisure, culture and recreation, green spaces, environmental health and licensing, community safety and benefits services (these are elements of a place-based approach to population health).
- 3.4 HiAP is an approach to policies that systematically and explicitly takes into account the health implications of the decisions we make as a Council; HiAP targets the key social determinants of health; looks for synergies between health and other core objectives and the work we do with partners; and tries to avoid causing harm with the aim of improving the health of the population and reducing health inequalities.
- 3.5 According to an LGA/PHE paper on HiAP (2016), the best way to maximise beneficial impact on social determinants of health is to make this an explicitly declared objective of the whole council and its local partners- HiAP fulfils this function.
- 3.6 Adopting the proposed plan shown in Appendix 1, comprising key initial actions, would create momentum and give insight into the practicalities of implementing HiAP at Cannock Chase Council.
- 3.7 Evidence on implementation of a HiAP approach is mostly drawn from County or unitary authorities. A list of second tier authorities undertaking work on HiAP is provided in Appendix 2. There are three approaches to HiAP and examples of their implementation in other councils (unitary/county) are shown in 5.5 below.
- 3.8 An overarching Health and Wellbeing (HWB) Strategy, structured around the Marmot Principles (2021) would mainstream HWB and support members and officers throughout the Council in keeping HWB front of mind. This in turn would promote the prioritisation of HiAP and corresponding reduction in health inequalities.

#### **4 Relationship to Corporate Priorities**

- 4.1 Adoption of the proposed implementation plan supports the Council's Corporate Priorities as follows:
  - (i) **Supporting Health & Wellbeing** - Ensures that the consequences and impacts on health, and particularly the wider, or social, determinants of health, are considered in all that the Council does through service delivery and policy making. A Health and Wellbeing Strategy will promote the health and wellbeing of all residents of Cannock Chase regardless of their social status, age or geographical location will support all residents to live their lives to their full potential.

## 5 Report Detail

- 5.1 Cabinet agreed the adoption of an HiAP approach in January 2020. Members now need to choose the most effective way to implement this, based on available evidence and resources.
- 5.2 An online data trawl of 160 tier 2 councils in England was undertaken in January 2022 and of the 160 councils examined, 13 mentioned the existing use of HiAP. Of these 13, ten had HWB Strategies (or Reviews or Partnerships) to drive HWB in the local population. The other three included HWB in the Local or Strategic Plan (see Appendix 2).
- 5.3 Place-based interventions have been identified as those which have the biggest impact across the population. This evidence base has also influenced the recently created Government Office of Health Improvement and Disparities (OHID)'s emphasis on place-based interventions. Evidence-based interventions have the largest impacts, offering value for money and best outcomes.
- 5.4 Place-based (or environmental, or upstream) health interventions change the environment to support healthier behaviours across the population. They do not simply rely on targeting the Person (by offering school children information leaflets suggesting that they choose salad rather than fried chicken for lunch for example). Instead, they focus on elements such as the Place (limiting how near to a school fried chicken outlets can operate). These interventions increase health equity, reducing health inequalities between different demographics across the population (see Appendix 6).
- 5.5 Health in All Policies can vary in its focus. The three main approaches are listed below in order of increasing breadth of focus. Illustrative examples from an LGA/PHE document **Local wellbeing, local growth Implementing Health in All Policies at a local level: practical examples** (2016) are given below:

HiAP type	Key Features	Advantages	Disadvantages	Example from LGA/PHE (2016)
Strategic	<p>This approach focuses on specific priority public health issues such as obesity or inactivity.</p> <p>The relevant policy areas and departments or sectors with impact upon these would be targeted</p>	<p>Narrow focus allows specific priority to be clearly targeted and obvious lines of impact from relevant services.</p> <p>May be quicker to implement</p>	<p>Does not account for the co-occurrence of different public health issues or the impact that one issue may have upon another (e.g. lack of access to safe green spaces /public transport may mean leisure services are not accessible to reduce inactivity).</p>	<p><b>Blackburn with Darwen Borough Council (unitary)</b> targeted problem drinking: "<i>priorities include[d] responsible retailing, easier access to support for those who need it, ensuring everyone is supported to make informed choices about their alcohol use, protecting those most affected – and working with local communities to reduce alcohol-related crime and to make them safer places to live</i>"</p>
Programme	<p>This focuses on a key policy area/service with significant health impacts (this would include planning, transport, housing).</p>	<p>Clear lines of accountability. Service able to include this as an aim in their DPD.</p> <p>Less impact on officers across the council.</p>	<p>Silo, reducing opportunities for council services to work collaboratively and effectively to address complex problems.</p>	<p><b>Swindon Borough Council (unitary)</b> created strong connections between Planning and Public Health. One example was the creation of "<i>a healthy environment within a new housing development that is relevant from retirement to end of life – and attractive to potential buyers</i>".</p> <p>Proactive approach involved "<i>Public Health...working with the Planning team to support and influence new communities so that thinking about health is integrated from the beginning</i>". Initiatives included: "<i>making the retail centre smoke free • incorporating green gyms and a wellbeing centre • welcome packs to residents with information about leisure opportunities • best practice in dementia design.</i>"</p>
Process	<p>A mechanism is established to promote working across services and sectors in order to support working towards health equity and wellbeing</p>	<p>Allows a place-based approach tackling social determinants.</p> <p>More likely to impact health inequalities.</p> <p>HiAP front of mind across LA and partners, simplifying approach to policies/strategies.</p>	<p>Requires engagement across all service areas.</p> <p>May be perceived as demanding in terms of officer time/ resource</p>	<p><b>Derbyshire County Council</b> developed a Health Impact Assessment (HIA) tool to "<i>embed... the systematic consideration of health into Council decision-making</i>".</p> <p>Three-month pilot was led by the Director of Public Health and senior officers. "<i>During the pilot (March-June 2015), six Cabinet reports requiring an EIA were submitted... four had the HIA screening tool completed, including potential reductions to children's centres and the revised specification of the Council's domestic abuse services contract. One .. will be completed for residential provision for older people.</i>"</p>

- 5.6 Of the three approaches to HiAP the one OHID judges to be the most effective is **process**: “*Establishing and/or using a particular mechanism or process to enhance cross-departmental and cross-sectoral working, to introduce the approach and lever action for health, wellbeing and health equity*”. This aligns with OHID’s place-based (environmental) approach. Changing the environment through means such as policies for delivery and commissioning maximises the chance of increasing health equity across the entire population as well as health in general. This may differentially benefit those already who are more vulnerable.
- 5.7 Appendices 4a and 4b illustrate the impact that diverse service areas can have on population health. Clinical (medical) care only determines about 20% of health. Should the Council agree an approach which includes a wider range of services, this would be expected to have a greater impact on these four priorities. This is predicted by the evidence for place-based/ environmental interventions.
- 5.8 A process approach to HiAP maximises potential impact by looking at all spheres of the council’s influence, both direct delivery and proxy (see Appendices 3, 4a, 4b and 5). Many of the issues of health inequalities are “wicked problems”; that is, they have many causes and are seen as embedded and difficult to tackle. A wider approach is likely to address more of these causes.
- 5.9 The new Health and Care Act (due to be enacted April 2022) emphasises the role of social determinants and place in preventative population health work. It is anticipated that the forthcoming White Paper on Health Disparities is likely also to focus on place-based interventions.
- 5.10 Identifying the stakeholders, partners and providers involved in a new Health and Wellbeing Strategy for Cannock Chase will allow the parameters of a Health and Wellbeing Strategy to be established. Work could then commence on providing clear direction for services and emphasising the prioritisation of Health and Wellbeing for the population of Cannock Chase. A Health and Wellbeing Strategy will illustrate how the Council’s services and activities can impact on the health of the local population, particularly in relation to social determinants.
- 5.11 Assessing the practicality of including health impact in procurement and commissioning activity would offer a simple way to prioritise HWB in council decisions internally and with external providers. For example, work has commenced with IHL to establish a new ‘partnership’ approach with a view to ensuring its Wellbeing service, Leisure and Cultural facilities and related activity are more focused on meeting the District’s health and wellbeing priorities. Equally, a greater focus on health and wellbeing could be considered when procuring or commissioning the Council’s Occupational Health service, or when engaging advice services.
- 5.12 Future consideration of asset-based commissioning may also offer support to the HiAP approach (see Appendix 7 on assets). A 2019 LGA [paper](#) on asset-based commissioning recommended avoiding restrictive commissioning contracts that limit the use of community assets such as community centres or social spaces in parks in order to increase social utility and long-term value.
- 5.13 Establishing a new award to recognise excellence in existing practice will promote awareness of HiAP and help to identify strengths on which we can build.

- 5.14 The requirement for an assessment of any impact of policies and strategies on Health Equity would prompt support for all services to implement HiAP. This has been done in other nearby authorities (e.g. Stafford Borough Council) by requiring a health equality impact assessment statement as part of the submission process (similar to that required for assessment of Equality and Diversity implications). . It may be that there is scope for this to be done through a guided checklist or online toolkit and this will be assessed as part of the proposed initial implementation plan.

## **6 Implications**

### **6.1 Financial**

None

### **6.2 Legal**

None

### **6.3 Human Resources**

None.

### **6.4 Risk Management**

None

### **6.5 Equality & Diversity**

None

### **6.6 Climate Change**

Encouraging greater use of active travel, as part of a wider wellbeing strategy within the District will have a positive impact on Carbon emissions.

## **7 Appendices to the Report**

Appendix 1: Proposed initial implementation plan

Appendix 2: Table detailing tier 2 councils' implementation of HiAP.

Appendix 3: Social Determinants of Health

Appendix 4a: Factors impacting health

Appendix 4b: Cannock Chase Impact on Health

Appendix 5: The District Council's Offer to Public Health

Appendix 6: The impact of different health interventions on health inequalities

Appendix 7: Community Health Assets

Appendix 8: Background papers used to prepare this report

**Previous Consideration**

Cabinet Report: Health in All Policies, 30<sup>th</sup> January 2020.

**Background Papers**

None.



## Proposed Health in All Policies Implementation Plan

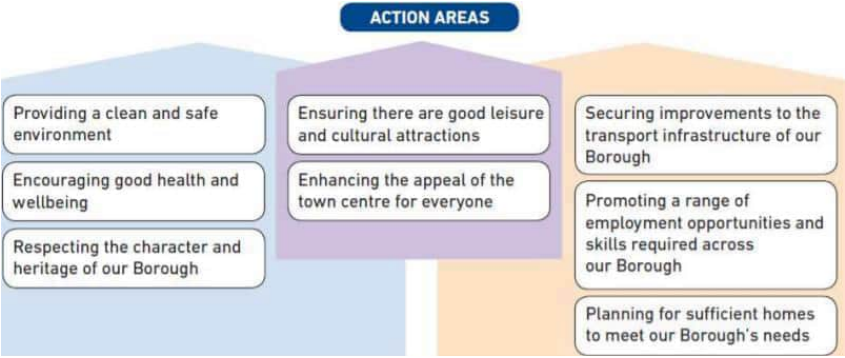
No.	ITEM	OUTCOME / ACTION	TIMEFRAME	RESPONSIBILITY
1	<b>Draft a Corporate Health and Wellbeing Strategy for adoption</b>	<ul style="list-style-type: none"> <li>• Initial potential scoping meeting</li> <li>• Working group formed</li> <li>• HWB Strategy creation structured around Marmot Principles</li> <li>• Consultation phase</li> </ul>	Work to be undertaken over 2022/23	Head of Economic Prosperity
2	<b>Assess the practicality of changing commissioning specifications</b>	<ul style="list-style-type: none"> <li>• Identify opportunities for incorporating health outcomes in commissioning and procurement activities</li> </ul>	Work to be undertaken over 2022/23	Head of Economic Prosperity
3	<b>Recognition of Existing Excellence</b>	<ul style="list-style-type: none"> <li>• Nomination of colleagues who have made a difference to the lives of service users by identifying cross-cutting ways of promoting health.</li> <li>• Use this information to identify potential for further development</li> </ul>	Ongoing	Communications Team
4	<b>Health Impact Assessment implementation</b>	<ul style="list-style-type: none"> <li>• Examine feasibility of applying health equity assessment to new and existing policies and strategies.</li> <li>• Drafting of guidance and/or online tool kit to assist the consideration of health impact in development of policy and strategy.</li> <li>• Lead officers will attend OHID training on use of Health Equity Assessment Tool (HEAT).</li> </ul>	16 <sup>th</sup> March 2022 - initial training for Health Improvement Officer and Service Manager	Head of Economic Prosperity
5	<b>Collaborate with County Public Health on development of best practice for Health in All Policies</b>	<ul style="list-style-type: none"> <li>• Identify opportunities for collaboration with County Public Health, and other districts, on relevant best practice for Health in All Policies</li> </ul>	Ongoing	Head of Economic Prosperity

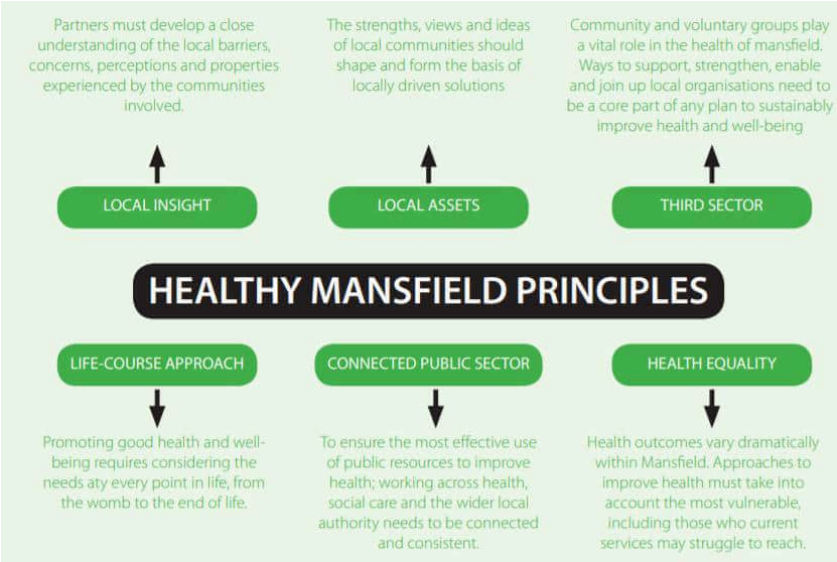
### Second Tier Councils and Their Approach to Health in All Policies

COUNCIL	County Council involved?	Type of HiAP	Key Service Areas	Relevant links	Aligned with HWB strategy?
<b>Basildon</b>	Yes (Essex County Council part-funded Health Improvement Practitioner)	<b>Process</b>	<p>Promoting health through all functions, both through direct provision AND strategic shaping of local area/economy</p> <p>Identified key areas of concern to address through HiAP.</p> <p>They link these Outcomes to the Council's Priorities  <b>(Outcome 1 Reduce the prevalence of child and adult obesity</b> Best start for young people Drugs and/or alcohol Supporting vulnerable people <b>Outcome 2 To improve mental health and wellbeing</b> Long- term conditions Ageing well Employment and skills <b>Outcome 3 Reduce health inequalities by tackling the wider social determinants of health</b> Supporting vulnerable people Loneliness and isolation Improved access to information, advice and guidance on health and wellbeing.)</p>	<a href="#">HiAP</a> pg. 14 <a href="#">Basildon HWB 2021-2025</a> (page 10 links all relevant strategies / policies)	Yes
<b>Brentwood</b>	Yes (Essex County Council part-funded Health Improvement Practitioner)	<b>Programme</b>	Tie in the Health and Wellbeing Strategy to Essex County's HWBS. And also to Brentwood Corporate Plan	<a href="#">Brentwood HWB 2017-2022</a>	Yes
<b>East Devon</b>	No	<b>Programme</b>	<p>Mention in HWB Strategy but not in Council Plan</p> <p>Anti-poverty plan to promote HWB</p>	<a href="#">Public Health Strategic Plan 2019-23</a>	Yes

COUNCIL	County Council involved?	Type of HiAP	Key Service Areas	Relevant links	Aligned with HWB strategy?
<b>Eastleigh Borough Council</b>	No	<b>Strategic</b>	Corporate Strategy includes HWB element	<a href="#">Eastleigh HWB</a>	Yes
<b>Fareham Council</b>	Yes fits in with Hampshire plan	<b>Strategic</b>	Forward Plan has specific element to plan for Health and Wellbeing. This includes planning to support social interaction, sustainable travel and access to green spaces	<a href="#">Fareham: Planning Health Background Paper</a>	HWB in Forward Plan
<b>Fenland Council</b>	Yes with some partnerships within Cambridge	<b>Programme</b>	<p>Linking Corporate Priorities with Social Determinants of Health:</p> <p><b>Communities</b> • Supporting vulnerable members of our community • Promote health and wellbeing for all • Work with partners to promote Fenland through culture and heritage</p> <p><b>Environment</b> • Deliver a high performing refuse, recycling and street cleansing service • Work with partners and the community on projects to improve the environment and our streetscene • Work with partners to keep people safe and their neighbourhoods by reducing crime and antisocial behaviour and promoting social cohesion</p> <p><b>Economy</b> • Attract new businesses, jobs and opportunities whilst supporting existing businesses in Fenland • Promote and enable housing growth, economic growth and regeneration across Fenland • Promote and lobby for infrastructure improvements across Fenland.</p>	<a href="#">Fenland HWB Strategy</a>	Yes

COUNCIL	County Council involved?	Type of HiAP	Key Service Areas	Relevant links	Aligned with HWB strategy?
<b>Havant Borough Council</b>		<b>Programme</b>	<p><b>Planning.</b> Also using national guidance to focus on these priorities:</p> <p>1. <b>Healthy Homes</b>; 2. <b>Healthy Neighbourhoods</b>; 3. <b>Food Environment</b>; 4. <b>Green, Blue and Recreation Spaces</b>; and 5. <b>Sustainability and Transport</b></p>	<a href="#">Havant Healthy Borough Assessment</a>	<a href="#">Local Plan</a>
<b>Hertsmere</b>	Aligned with County Public Health Strategy	<b>Programme</b>	<p>Led by Health and Wellbeing Partnership:</p> <p>Four key principles: Whole Systems Approach, Partnership Working, Prevention and Person Centred Approach. Looking at statutory service provision to make impact. List: Street Scene/ Community Safety/ Licensing and Health and Safety/ Housing/ Planning/ Sports, Leisure and Culture/</p>	<a href="#">Hertsmere HWB Strategy</a>	Yes
<b>Lichfield</b>	Yes, Together We're Better Staffordshire & Stoke on Trent	<b>Process</b>	Aligned with Strategic Plan. Looking at all areas	<a href="#">Lichfield HWB Strategy</a>	Yes
<b>Maidstone</b>	YES Kent Health Inequalities Strategy: "Mind the Gap"	<b>Strategic</b>	<p>There is a Health Inequalities Plan in Strategic Plan but focusing on all Strategies in Strategic Plan addressing Health Inequalities</p> <p>Specific indicators:</p> <ul style="list-style-type: none"> <li>• Each indicator must relate to health inequalities (e.g. social determinants of health, health behaviours, health service uptake/use, health outcomes)</li> <li>• Indicators collectively cover a wide breadth of issues, but minimising overlap</li> </ul>	<a href="#">2014 Health Inequalities Action Plan</a>  <a href="#">2016 Health Inequalities Action Plan (updated)</a>	No, Health Inequalities addressed in Strategic Plan with a separate Action Plan

COUNCIL	County Council involved?	Type of HiAP	Key Service Areas	Relevant links	Aligned with HWB strategy?
			<ul style="list-style-type: none"> <li>• Data for each indicator must be collected in a robust way, and consistent methodology, at least at County level, and ideally at District level (indicated where this is the case)</li> <li>• Must be accessible on Public Health England (PHE) <a href="#">Fingertips website</a>.</li> <li>• Data for each indicator must have been collected recently (post-2011) and must continue to be collected routinely and on a regular basis</li> </ul>  <p>4 sub-groups: <b>Ageing well, Homelessness &amp; Health, Local Children’s Partnership, Skills and Employability.</b></p>		
<b>Mansfield</b>	No mention of Nottinghamshire policies but they are on Healthy Mansfield Commission Place Department,	<b>Programme</b>	Undertook a Commission to understand the scope of the problem: <i>“Review the information behind poor health outcomes and their underlying causes in Mansfield. 2. Review the evidence of effective interventions and policies which are known to positively impact on these health outcomes. 3. Map existing work done by all local stakeholders to address these health outcomes in order to identify any gaps and opportunities to build on existing strengths.”</i>	<a href="#">2019 Healthy Mansfield Review</a>	HWB Review rather than Strategy

COUNCIL	County Council involved?	Type of HiAP	Key Service Areas	Relevant links	Aligned with HWB strategy?
	Nottinghamshire County Council		<p>Geographic focus of interventions (so not all policies across whole council?)</p> <p>Commission findings:</p>  <p>The diagram illustrates the 'HEALTHY MANSFIELD PRINCIPLES' in a central black box. It is surrounded by six green rounded rectangular boxes, each with an arrow pointing towards the center. The top row includes: 'LOCAL INSIGHT' (with text above: 'Partners must develop a close understanding of the local barriers, concerns, perceptions and properties experienced by the communities involved.'), 'LOCAL ASSETS' (with text above: 'The strengths, views and ideas of local communities should shape and form the basis of locally driven solutions'), and 'THIRD SECTOR' (with text above: 'Community and voluntary groups play a vital role in the health of Mansfield. Ways to support, strengthen, enable and join up local organisations need to be a core part of any plan to sustainably improve health and well-being'). The bottom row includes: 'LIFE-COURSE APPROACH' (with text below: 'Promoting good health and well-being requires considering the needs at every point in life, from the womb to the end of life.'), 'CONNECTED PUBLIC SECTOR' (with text below: 'To ensure the most effective use of public resources to improve health; working across health, social care and the wider local authority needs to be connected and consistent.'), and 'HEALTH EQUALITY' (with text below: 'Health outcomes vary dramatically within Mansfield. Approaches to improve health must take into account the most vulnerable, including those who current services may struggle to reach.').</p> <p>Commission recommendations:</p> <ul style="list-style-type: none"> <li>Address obesity</li> <li>Night-time economy refocused towards family friendly, safe</li> <li>Planning to change choice architecture (alcohol licensing, planning restrictions on fast food)</li> <li>Address social capital: more diverse populations accommodated in council housing</li> </ul>		

COUNCIL	County Council involved?	Type of HiAP	Key Service Areas	Relevant links	Aligned with HWB strategy?
<b>North-East Derbyshire</b>	Partnered with Derbyshire County Council and Public Health Team	<b>Strategic</b>	<p>Created a healthy NED partnership:</p> <p>Three key areas:</p> <ul style="list-style-type: none"> <li>• <b>Building Healthy Communities</b> – Helping local people to make healthier choices by addressing issues like employment, education, housing and the environment.</li> <li>• <b>Promoting Healthy Lifestyles</b> – Helping to reduce to risk of ill health and early death from major diseases like cancer, heart disease, stroke, respiratory illness and diabetes.</li> <li>• <b>Improving Access to Preventative Health and Social Care</b> – Early identification of people at risk of requiring preventative health care can allow them to remain independent and self-manage their conditions better.</li> </ul>	<a href="#">Healthy NED Partnership - North East Derbyshire District Council</a>	Partnership rather than Strategy
<b>Sevenoaks</b>	Yes (Kent County Council)		<p>Focusing on Wellbeing</p> <p><i>This means going beyond the traditional remit of a district council by putting the wellbeing of our residents and businesses at the heart of everything we do, while still providing high quality services at a price people can afford.</i></p> <p>Licensing and Environmental teams.</p> <p>Frontline Health</p> <p>HERO service (Housing, Energy and Retraining Options) e.g. prioritising housing adaptations to promote hospital discharge.</p> <p>Better Care Fund- addressing wellbeing issues flagged by drs.</p>	<a href="#">Council Plan page 14-15</a>	<p>Yes, <a href="#">Delivery plan</a> is linked with the Sevenoaks District Community Plan and Sevenoaks District Council Plan:</p> <ul style="list-style-type: none"> <li>• Sevenoaks District Housing Strategy - Wellbeing Starts at Home</li> <li>• Sevenoaks District Local Plan</li> </ul>

**Item No. 10.14**

<b>COUNCIL</b>	<b>County Council involved?</b>	<b>Type of HiAP</b>	<b>Key Service Areas</b>	<b>Relevant links</b>	<b>Aligned with HWB strategy?</b>
					<ul style="list-style-type: none"> <li>• Kent Sustainability and Transformation Partnership (STP)</li> <li>• NHS Five Year Forward View</li> <li>• Kent Public Health Outcomes Framework</li> <li>• Kent Joint Health and Wellbeing Strategy</li> </ul>



Social Determinants of Health



Determinants of Health. From Dahlgren and Whitehead (1993)

## Relative contribution of the determinants of health

Health Behaviours 30%	Socio-economic Factors 40%	Clinical Care 20%	Built environment 10%
Smoking 10%	Education 10%	Access to Care 10%	Environmental Quality 5%
Diet/Exercise 10%	Employment 10%	Quality of care 10%	Built Environment 5%
Alcohol use 5%	Income 10%		
Poor sexual health 5%	Family/Social Support 5%		
	Community Safety 5%		

**Source:** Robert Wood Johnson Foundation and University of Wisconsin Population Health Institute. Used in US to rank counties by health status

Taken from: <https://www.local.gov.uk/sites/default/files/documents/health-all-policies-hiap--8df.pdf>





## Wider Determinants of Health in Cannock Chase

### Health Behaviours 30%

#### Smoking 10%



**16.1%**

Adults 18+ current smokers 2018/19. Above England avg. 14.5%

**13.8%** Smoking at time of delivery 2018/19 – above England avg. 10.6%

Source: Public Health England GP Patient Survey & NHS Digital Return on SATOD

#### Diet/Exercise 10%

**74%**

Adults 18+ overweight or obese 2017/18. Above England avg. 62%



**26.6%**

Active Lives May 2018-2019 estimates doing less than 30 minutes physical activity per week – above England avg. 24.8%



Source: Public Health England & Sport England Active Lives

#### Drug & Alcohol Use 5%

**812** (rate per 100,000)

Hospital admissions for alcohol-related conditions. Above England avg. 632, 2017/18



#### Poor Sexual Health 5%

Aged 15-24 screening rates for chlamydia and other sexually transmitted infections below national averages in 2018



Source: Public Health England

### Socio-economic Factors 40%

#### Education 10%

Cannock Chase within the 20% most deprived local authorities nationally for education, skills and training – 37<sup>th</sup> most deprived of 317 local authority districts in the Indices of Deprivation 2019



**30%** Pupils GCSE Grade 9-5 English and Maths - lowest GCSE attainment across West Midlands 2017/18 – below England avg. 43.3%

Source: MHCLG Indices of Deprivation 2019; Department for Education

#### Employment 10%



75.7% aged 16-64 in employment April 2018-March 2019. Above Great Britain avg. 75.4%

Rate of claims for unemployment benefit below national average July 2019



Highest proportion of workforce jobs in Wholesale and Transport 2018

Source: ONS NOMIS Labour Market Profile; Cannock Chase Council EDNA April 2019

#### Income 10%



**£530**

Gross weekly full-time pay, 2018. Below Great Britain avg. £571.10

Proportion 16+ in occupations associated with higher skills and earnings estimated below national average

Source: ONS NOMIS Labour Market Profile

#### Community Safety 5%

**86%** Respondents to *Feeling the*



*Difference* felt safe outside in their local area after dark – 49% satisfied with local visible police presence 2017-2018

#### Family/Social Support 5%



Highest health related quality of life among carers in Staffordshire 2016/17, with 62.2% of carers having as much social contact as they would like

Source: Staffordshire County Council, Cannock Chase Locality Profile 2018

### Clinical Care 20%

#### Access to Care 10%

Data relating to Cannock Chase CCG, 2018/19



**X** Percentage of patients referred for treatment within 18 weeks and diagnosed within 6 weeks below target

**✓** Patients accessing psychological therapies and completing treatment above target

**✓** Dementia diagnosis rate above target

#### Quality of Care 10%

Relating to Cannock Chase CCG, 2017/18

During 2017/18 the majority of GP Practices in Cannock Chase CCG rated as 'good overall' by the Care Quality Commission (CQC)



Source: NHS Cannock Chase Clinical Commissioning Group, Annual Report and Accounts 2017/18 (May 2018)

### Built Environment 10%

#### Environmental Quality 5%

Cannock Chase ranked positively for living environment at 200 out of 317 local authority districts in England in the Indices of Deprivation 2019 where 1 is the most deprived and 317 the least deprived



Source: MHCLG Indices of Deprivation 2019

#### Travel & Built Environment 5%



Average house price more affordable in Cannock Chase than County, Regional or National affordability ratios indicate in 2018

Median private rent in Cannock Chase was £550 per month between September 2017 and September 2018 - below the England average of £690 per month

Cannock Chase ranked just outside the least deprived 10% of local authority districts in England for the physical and financial accessibility of housing and local services

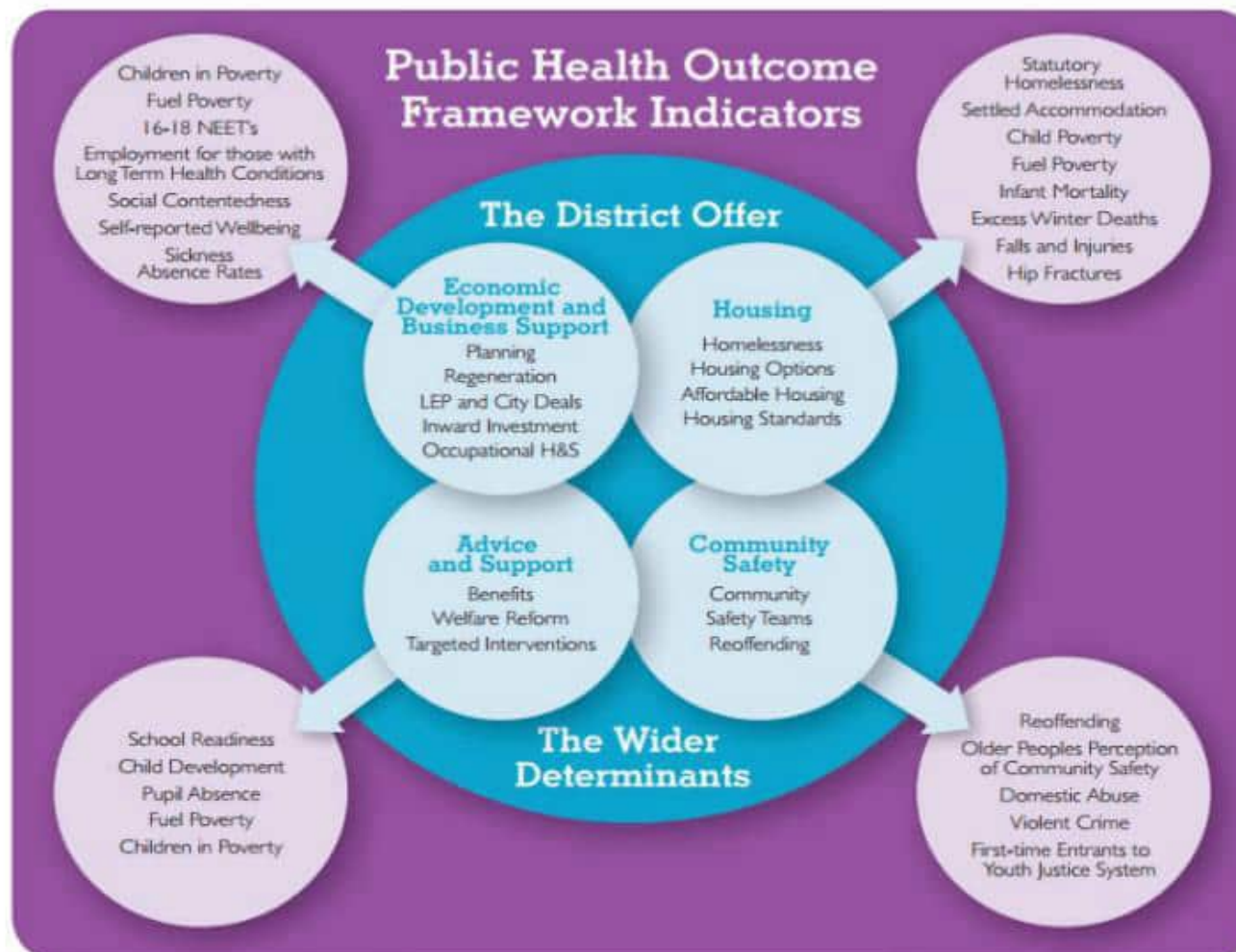
Source: Cannock Chase Council District Needs Analysis 2019-2020; MHCLG Indices of Deprivation 2019

**23,534**

Residents commuted out of Cannock Chase to work elsewhere at the time of the 2011 Census, 699 by train

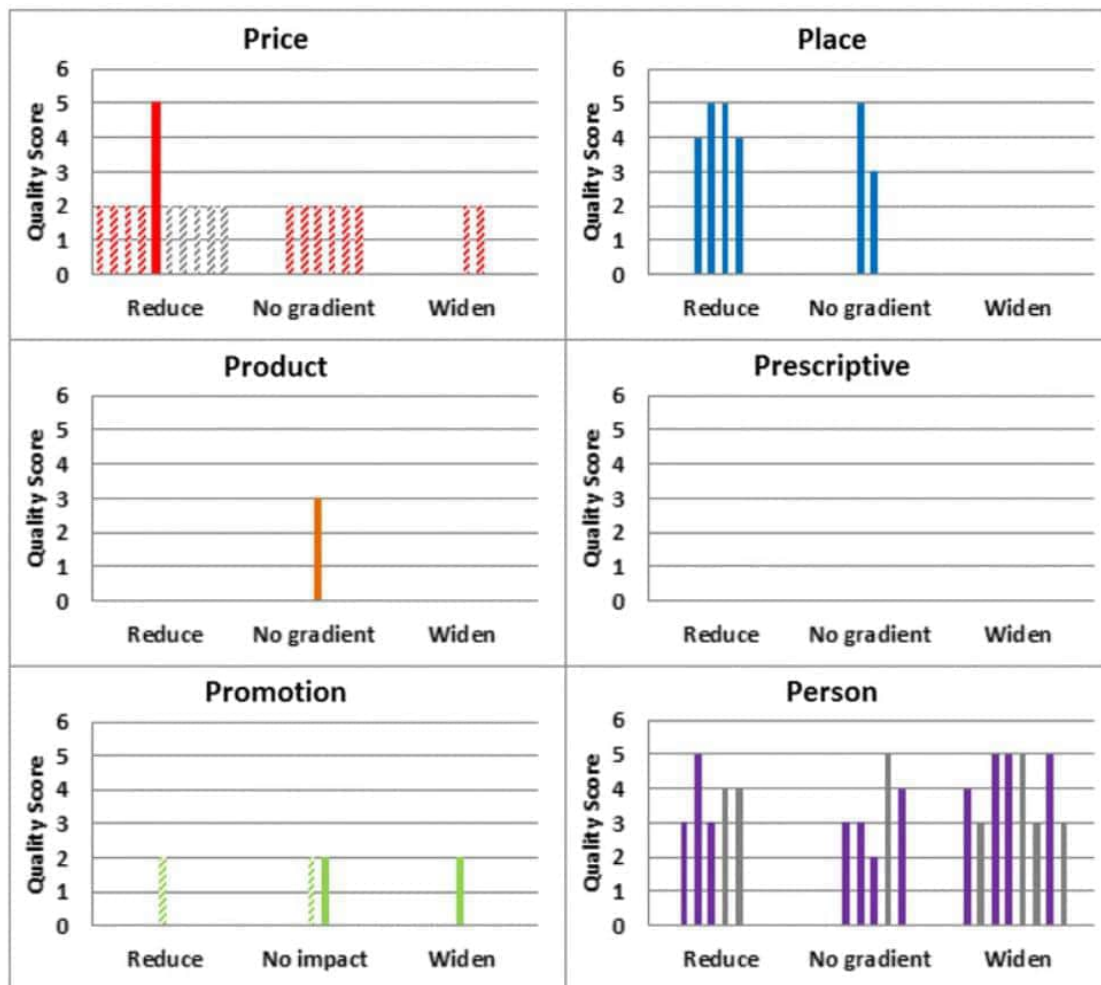
Source: ONS 2011 Census

### The District Council's Offer to Public Health



Source: District Councils' Network 2013

The Impact of Different Health Interventions on Health Inequalities (from McGill et al., 2015)



Flow chart showing the progress of the review. \*studies sum to 37 because one study examined several different types of interventions which were included in two separate categories.



### Community Health Assets

## What are community health assets?

All communities have health assets that can contribute to positive health and wellbeing

The skills, knowledge and commitment of individual community members

The resources and facilities within the public, private and third sector



Friendships, good neighbours, local groups and community and voluntary associations

Physical, environmental and economic resources that enhance wellbeing

### Background Papers

- **Cannock Chase District Council** [2018-2023 Corporate Plan](#) (in process of being updated to 2020-2024)
- **Cannock Chase District Council** Priority Delivery Plan for 2021-22- Priority 2 – Supporting Health & Wellbeing
- **Cannock Chase** [Cannock Health and Wellbeing Strategy 2013-2018](#)
- **Department of Health** (2014) [Wellbeing: Why it matters to health](#)
- **Department of Public Health and Primary Care, Cambridge University** (2021) [Levelling Up Health: A practical, evidence-based framework](#)
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