

MEMORANDUM OF UNDERSTANDING FOR ENVIRONMENTAL HEALTH SERVICES

Submitted by: Nesta Henshaw – Head of Environmental Health

Portfolio: Environment & Recycling

Ward(s) affected: All Wards

Purpose of the Report

To advise of a joint memorandum of understanding for Environmental Health services for Staffordshire and Shropshire Authorities.

Recommendation

That Committee receives the report, endorses the memorandum of understanding and gives delegated authority to the Head of Environmental Health Services to sign and enter into the agreement.

Reasons

Staffordshire and Shropshire Chief Environmental Health Officers Group have developed a memorandum of understanding to assist in providing resilience and resources for service delivery across the region.

1. Background

- 1.1 Throughout the County many Environmental Health services have been reviewed and restructured, in order to make efficiency savings in response to the Local Authority budget cuts.
- 1.2 The Staffordshire and Shropshire Chief Environmental Health Officers Group have considered how support and resilience can be provided between the Authorities for times when resources are limited, when there is either an emergency situation requiring a response or providing a temporary professional resource.

2. Issues

- 2.1 It is considered mutually beneficial to form an agreement between The Staffordshire and Shropshire Councils Environmental Health Services namely Lichfield District Council, East Staffordshire Borough Council, Tamworth Borough Council, Newcastle Under Lyme Borough Council, Cannock Chase District Council, South Staffordshire District Council, Stafford Borough Council, Staffordshire Moorlands District Council, Stoke on Trent City Council, Telford and Wrekin Council and Shropshire Council to formalise such arrangements.
- 2.2 The proposed Memorandum of Understanding (MOU) is intended to establish a formal and professional understanding between the partners to improve resilience and maximise resources with the aim of maintaining operational efficiency.
- 2.3 The objectives of the MOU are:
 - To recognise the importance of maintaining and seeking to improve resilience within Environmental Health Services of the Staffordshire and Shropshire Authorities across the County.

- To seek to provide professional support and optimise both professional and technical resources by the sharing of resources between the respective Councils within Staffordshire and Shropshire on a 'needs' basis and 'reciprocal' basis.
- To ensure that this MOU is to be utilised only in the event of:
 - **An emergency event** requiring mutual aid (Civil Contingency situations) e.g. Large scale Food Poisoning/infectious disease event or serious accident requiring urgent professional intervention and resource need by a partner Council within Staffordshire and Shropshire Counties
 - **Providing temporary professional resources** as required e.g. long term sickness, sudden loss of staff

2.4 A full copy of the MOU is attached as appendix 1.

3. **Proposal**

3.1 That committee receives the report, endorses the memorandum of understanding and gives delegated authority to the Head of Environmental Health Services to enter into the agreement.

4. **Outcomes Linked to Sustainable Community Strategy and Corporate Priorities**

4.1 The proposal is in line with the all the Councils corporate priorities,

- Creating a cleaner, safer and sustainable Borough
- Creating a Borough of opportunity
- Creating a healthy and active community.
- Transforming our Council to achieve excellence

5. **Legal and Statutory Implications**

5.1 The Environmental Health Service is a regulatory service as the majority of the functions undertaken are based on legal requirements. A number of these statutory requirements place a duty on the Local Authority to undertake the function and therefore this MOU may assist in delivering these functions, should the situation arise where additional resources from other Local Authorities is required.

6. **Financial and Resource Implications**

6.1 These work activities, if utilised, will be accommodated from within existing budgets.

MEMORANDUM OF UNDERSTANDING**Between****THE STAFFORDSHIRE AND SHROPSHIRE COUNCILS ENVIRONMENTAL HEALTH SERVICES****As supported/facilitated through****THE STAFFORDSHIRE AND SHROPSHIRE CHIEF ENVIRONMENTAL HEALTH OFFICERS GROUP (and endorsed by the Staffordshire Chief Executives Group)****1. Introduction**

The Staffordshire and Shropshire Chief Environmental Health Officer Group considers it mutually beneficial to form an agreement between The Staffordshire and Shropshire Councils Environmental Health Services namely Lichfield District Council, East Staffordshire Borough Council, Tamworth Borough Council, Newcastle Under Lyme Borough Council, Cannock Chase District Council, South Staffordshire District Council, Stafford Borough Council, Staffordshire Moorlands District Council, Stoke on Trent City Council, Telford and Wrekin Council and Shropshire Council hereinafter called the "Partners".

This Memorandum of Understanding (MOU) is intended to establish a formal and professional understanding between the partners to improve resilience and maximise resources with the aim of maintaining operational efficiency.

2. The Partners

The partners of this Memorandum of Understanding (MOU) are the Councils as detailed in paragraph 1. Introduction as represented by the nominated Head or Manager of the Environmental Health Service or their nominee.

3. Objectives

- To recognise the importance of maintaining and seeking to improve resilience within Environmental Health Services of the Staffordshire and Shropshire Authorities across the County
- To seek to provide professional support and optimise both professional and technical resources by the sharing of resources between the respective Councils within Staffordshire and Shropshire on a 'needs' basis and 'reciprocal' basis
- To ensure that this MOU is to be utilised only in the event of:
- **An emergency event** requiring mutual aid (Civil Contingency situations) e.g. Large scale Food Poisoning/infectious disease event or serious accident requiring urgent professional intervention and resource need by a partner Council within Staffordshire and Shropshire Counties
- **Providing temporary professional resources** as required e.g. long term sickness, sudden loss of staff

APPENDIX A

In both cases it is anticipated that this would be where resources of an individual partner may be compromised or resilience limited.

4. Terms

- That in the event of resources being used by a partner that all reasonable costs incurred are documented and formally requested by the provider Council/s and refunded by the recipient Council/s on payment of invoice at an agreed rate for specific professional/technical categories or grade of officer as confirmed by the provider Council. This would be based on the training and qualifications of the officer provided and relating to authorisation given.
- The MOU will come into effect on the date of signature and will remain in force until all parties agree to terminate.
- Any proposed amendment to the MOU shall be addressed to the Secretary of the Chief Environmental Health Officers Group, who shall circulate the proposed amendment to all parties and if agreed by all parties, such an amendment shall be recorded in writing and annexed to the MOU.
- Any participant local authority may leave the arrangement and be released from this MOU at any time by giving notice to the other local authorities.

Signatories

Name and Title: Date:

FORCOUNCIL

Name and Title: Date:

**FOR THE STAFFORDSHIRE CHIEF ENVIRONMENTAL HEALTH OFFICERS GROUP ON
BEHALF OF THE STAFFORDSHIRE AND SHROPSHIRE ENVIRONMENTAL HEALTH
SERVICES**