

Report to Cabinet

Subject: Collaboration Agreement with Nottingham City Council

Date: 28 June 2018

Author: Senior Leadership Team

Wards Affected

Borough-wide.

Purpose

To seek Member approval to enter into an agreement to develop collaborative working between Gedling Borough Council and Nottingham City Council. To authorise the Deputy Chief Executive and Director of Finance, in consultation with the Director of Democratic Services and Organisational Development, to finalise the terms of the Collaboration Agreement with Nottingham City Council.

Key Decision

This is a not a key decision.

Background

- 1.1 The pressure on budgets has been relentless since the financial crisis in 2007 and the introduction of austerity measures in 2008. This has led to councils seeking opportunities to reduce costs by working in partnership with other public sector and voluntary bodies. This has included the delivery of services, employment of staff, and co-location of office space.
- 1.2 Gedling is no exception, and Cabinet approved a Collaboration Agreement between Gedling Borough Council, Newark and Sherwood District Council, and Rushcliffe Borough Council (GNSR) in December 2013 to facilitate closer working between the authorities and to provide a framework under which shared services could, if appropriate, operate.
- 1.3 This Agreement has had limited application over the past five years, with more recent collaborative activity being with Nottingham City Council, who have had the capacity and experience to deliver on projects and initiatives in the Borough.

- 1.4 Gedling currently provides services to the following:
- Delivery of a comprehensive payroll service to Rushcliffe BC.
 - Management of Bestwood Country Park under a collaborative arrangement with Nottinghamshire County Council.
- 1.5 Gedling currently engages services from other local authorities as follows:
- Delivery of a clinical waste service from Rushcliffe BC.
 - Management of Café 1899 at Gedling Country Park from Nottingham City.
 - Management capacity for the leisure service from Nottingham City under a secondment arrangement.
 - Delivery of Arnold Carnival from Nottingham City.
- 1.6 Gedling has, however, been extremely successful in encouraging a multitude of public and voluntary sector partners into the Civic Centre and Arnot Hill House campus, and Jubilee depot.
- 1.7 As working relationships with the City Council have grown, Senior Leadership and Leaders of both organisations recognise that the authorities work well together and are keen, where it is appropriate, to work together in future and look at ways to save money, increase financial returns, and strengthen the resilience of each Council as they come under increasing pressure to further reduce budgets.
- 1.8 A Collaboration Agreement between the two authorities would provide an agreed set of principles under which future shared working would operate. It takes such activity a step further by building on the concept of ‘preferred partner’. The Agreement would not bind the authorities into working together to the exclusion of other partners, however it is envisaged that both authorities would consider working with each other as a first port of call. Whilst the Agreement would provide some high level principles, every arrangement made under the Collaboration Agreement would be considered on its own merits.
- 1.9 The two councils have a common boundary in the River Trent, which has an impact on many parts of our communities, and we share similar ambitions in terms of developing these areas.
- 1.10 There are various powers available to authorities to enable shared working and these powers would underpin the Agreement. The Local Government Act 1972 and the Local Government Act 2000, provide authorities with the power to share staff, share functions or delegate functions to other authorities. The Agreement would focus on the principles of sharing staff and functions, how that would be managed, the oversight that would be given by Senior Leadership Team and Leaders and more practical details around data sharing, TUPE (if appropriate), and service standards expected. The Agreement is intended to regulate the provision of services,

the business and activity of any services and the relationship between the two Councils.

- 1.11 As indicated, the Agreement would not bind the authorities to work together to the exclusion of other public bodies but it would provide a structure for future arrangements where appropriate. It is important to emphasise that both councils will retain decision making sovereignty over the policies, services and finances for their areas. The detail of any future arrangements would, where necessary, be subject to separate approvals. Where procurement processes are necessary for the provision of certain services, this would continue in line with the Public Contract Regulations 2015 and the Council's Contract Standing Orders.

Proposal

- 2.1 It is proposed that the Council builds upon the successful working relationships formed over a number of years with Nottingham City Council and enter into a Collaboration Agreement to regulate collaborative working arrangements between the two authorities. This will provide both authorities with the opportunity to work together to generate financial and procedural efficiencies and improve the quality of services being provided to residents.
- 2.2 Subject to Cabinet approval to enter into the Collaboration Agreement, the Council will explore and actively pursue new opportunities to share capacity, expertise, merge services, and work together on common objectives.
- 2.3 Such arrangements will not preclude the involvement of, or sharing with, other local authority partners where there are greater advantages in doing so.
- 2.4 It is proposed that authority be given to the Deputy Chief Executive and Director of Finance, in consultation with the Director of Democratic Services and Organisational Development, to finalise the terms of the Collaboration Agreement. The terms will reflect the principles set out in this report and provide a regulatory framework for the provision of services. Any specific arrangements falling under the Collaborative Agreement will be subject to separate approvals and agreements which would form appendices to the overarching Collaborative Agreement.
- 2.5 The above proposal will be subject to a reciprocal arrangement being approved by the Nottingham City Council Executive.

Alternative Options

- 3.1 The Council could choose not to collaborate with Nottingham City Council and continue as it is on a piecemeal basis. This is an option but the Agreement provides a clear direction for sharing services and the standards both authorities would need to adhere to in delivering shared arrangements. Some shared working is already taking place with the City and is proving effective, and this Collaboration Agreement will only strengthen these arrangements and potential future arrangements.

Financial Implications

- 4.1 It is anticipated that the Agreement will contribute positively to the funding challenges set out in the Medium Term Financial Plan.
- 4.2 There are no immediate costs resulting from entering into this Agreement, and any future financial implications will be considered in separate reports as opportunities present themselves.

Appendices

- 5.1 None

Background Papers

- 6.1 None.

Recommendation

That Cabinet;

- a) Agrees to enter into a Collaborative Agreement with Nottingham City Council as detailed in the report.
- b) Authorises the Deputy Chief Executive and Director of Finance, in consultation with the Director of Democratic Services and Organisational Development, to finalise the terms of the Agreement. This being subject to reciprocal arrangements being approved by the Nottingham City Council Executive.

Reasons for Recommendations

To enable the Council to develop shared services in a systematic way and to improve the efficiency and resilience of service delivery.