

Gloucester City Council

Meeting:	Cabinet	Date:	11th April 2018
Subject:	Provision of Communications Services		
Report Of:	Cabinet Member for Performance and Resources		
Wards Affected:	All		
Key Decision:	No	Budget/Policy Framework:	No
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Appendices:	None		

FOR GENERAL RELEASE

1.0 Purpose of Report

- 1.1 For Cabinet to approve that the City Council delegates its communications function to Gloucestershire County Council in accordance with s101 of the Local Government Act 1972.

2.0 Recommendations

- 2.1 Cabinet is asked to **RESOLVE** that the City Council delegates its communications function to Gloucestershire County Council in accordance with s101 of the Local Government Act 1972 and authorises the Corporate Director to enter into an appropriate agreement on terms approved by the Council Solicitor.

3.0 Background and Key Issues

- 3.1 In May 2015, Gloucester City Council and Gloucestershire County Council signed a Memorandum of Understanding committing both councils to agree and deliver a programme to explore which of the City Council's back office functions could be delivered by the County Council. The MoU has no binding legal effect but is a statement of shared intent. The overriding goal is to fully optimise inter-operational opportunities and deliver efficiencies through sharing back office. A clear objective is that, where appropriate, City Council back office functions will no longer be provided by the City Council. The MoU agrees that, by exception and where both sides recognise that greater efficiencies can be realised by Gloucester City Council commissioning back offices functions from another partner, a joint decision will be taken to progress with that option, although the final decision will rest with Gloucester City Council's Cabinet.

- 3.2 Under the auspices of the joint MoU, the City Council commissioned its communication services from the County Council from 18th February 2016 by way of a standard contract. The contract term is for one year plus a one year extension.
- 3.3 It is proposed to change the current contractual arrangements to an agreement entered into under s101 of the Local Government Act 1972 where one council undertakes the functions of another council on its behalf. Such agreements serve a variety of purposes, and are particularly useful in a partnership working context where the interests of both organisations are connected.
- 3.4 The draft s101 agreement is attached at Appendix 1. The service specification (schedule 1) will continue to provide the following elements:
- Strategic communications support, including attendance at senior management team meetings and informal cabinet
 - Media relations (pro-active and reactive and liaison with the local, regional and national media)
 - Delivery of a number of well-scoped and agreed campaigns as per an annual agreed campaign plan
 - Internal communication (City Reach; Team Brief)
 - Digital communications
 - A schedule of agreed design work
- 3.5 The new agreement will introduce a Business Partner model which is working successfully in our s101 agreement for HR services. The Business Partner will be based for a minimum of 3 days per week at the City Council offices in order to understand the City Council's business, culture and risk appetite and ensure that the communications function is bespoke to the requirements of the City Council. They will act as the 'conduit' between County Council communications staff and City officers.
- 3.6 Schedule 2 of the agreement sets out performance measures and introduces a joint monitoring and liaison group responsible for contract monitoring, the resolution of performance issues and driving continuous improvement.

4.0 Asset Based Community Development (ABCD) Considerations

- 4.1 None directly

5.0 Alternative Options Considered

- 5.1 Procure the service from another provider. Feedback from the LGA peer team in its recent peer challenge was that 'communications are good but can be further improved'. They considered that the products, including a weekly e-bulletin, a monthly newsletter, a members' bulletin and a digital residents' newsletter 'City Life' three times a year all were of a high standard. Their challenge was that communications can be overly reactive so some direction and fine tuning with the provider would be beneficial.
- 5.2 Overall we consider that the current service received from the County Council provides good value for money for the City Council. The quality and responsiveness

of the service has improved over the last 12 months and we expect further improvements with the advent of a dedicated Business Partner. In the context of our commitment to the MoU it is not proposed to change the service provision but to build on our good working relationships to bring about further improvements.

6.0 Reasons for Recommendations

6.1 To provide a contractual basis for the delivery of the communication service.

7.0 Future Work and Conclusions

7.1 N/A

8.0 Financial Implications

8.1 There are no additional financial implications as a result of this report . The contract sum is budgeted in the Councils approved budget.

(Financial Services have been consulted in the preparation this report.)

9.0 Legal Implications

9.1 As stated in paragraph 3.3 the proposed agreement is permitted by section 101 of the Local Government Act 1972 (and sections 19 and 20 of the Local Government Act 2000).

9.2 Making the service the subject of a s101 agreement takes it out of the scope of the procurement regime of the Public Contracts Regulations 2015 and its EU parent legislation. The City Council is not required to conduct a competitive process in order to select the County Council to provide the service.

(One Legal have been consulted in the preparation this report.)

10.0 Risk & Opportunity Management Implications

10.1 The main risk is poor performance management of the arrangement. The contract management foresees monthly performance meetings between the Business Partner and lead commissioner at the City Council to address performance issues.

11.0 People Impact Assessment (PIA) and Safeguarding:

11.1 N/A

12.0 Other Corporate Implications

Community Safety

12.1 N/A

Sustainability

12.2 N/A

Staffing & Trade Union

12.3 As outlined in the proposal