



Chelmsford City Council Cabinet

24th January 2023

Memorandum of Understanding between North Essex Councils

Report by:

Leader of the Council

Officer Contact:

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Purpose

To seek approval from Cabinet for the City Council to enter a Memorandum of Understanding (MOU) with North Essex Councils.

Options

1. Sign up to the MOU
2. Seek amendments to the MOU
3. Agree not to enter into an MOU

Preferred option and reasons

The preferred option is option 1 as this provides greater opportunities for joint working and increases our collective negotiating power with Government and other bodies.

Recommendations

1. That Cabinet agree to sign the MOU.
2. That the CEO in consultation with the Leader be authorised to make minor amendments to the MOU should other authorities request these provided any changes will not be detrimental to the City Council.

1. Background

- 1.1. In 2018 the Councils in the south of Essex formed the Association of South Essex Local Authorities (ASELA). This collaboration developed in part as a response to several Councils being unable to adopt local plans and recognising the need to work more collaboratively in order for the region to attract funding.
- 1.2. Since the formation of ASELA the member Council's have asserted that they have been able to attract additional investment into the region, have a stronger voice with both Government and Business and have agreed to work on some joint initiatives that will benefit their both their residents and businesses.
- 1.3. Whilst the authorities in the North and West of Essex have been successful individually and operate a range of partnerships these have tended to be on a small scale and often between two authorities.
- 1.4. The Councils that would comprise North Essex are Braintree, Chelmsford, Colchester, Epping Forest, Essex County Council, Harlow, Maldon, Tendring and Uttlesford.
- 1.5. The Councils in the North of Essex recognise that the local government landscape is changing with greater pressures on finances, staffing and increased competition for external funding.
- 1.6. The rationale for greater joint working is to enhance the links between Councils where it is felt that the collective power will enable them to unlock further opportunities for residents and businesses and enable them to tackle issues that are wider than existing District boundaries such as improved economic growth, climate change and housing.
- 1.7. It is important to note that the aim of enhanced partnership working is to build on existing relationships such as the North Essex Economic partnership rather than create artificial alliances.
- 1.8. Each authority will retain its own governance structure and continue to decide how it intends to provide services to its residents. On the wider issues Council's will be able to determine the extent to which they get involved and the resources that they are prepared to commit to any initiative.
- 1.9. The MOU is a voluntary agreement and does not bind this Council to any particular course of action although working within the spirit of the MOU is likely to lead to greater benefits for the residents of Chelmsford.

2. Conclusion

2.1 The attached MOU sets out the proposed membership of North Essex together with what it is hoped will be achieved if these authorities move to a slightly more formal collaboration.

List of appendices:

Appendix 1 - Draft Memorandum of Understanding

Background papers:

None

Corporate Implications

Legal/Constitutional: As set out in the report the City Council retains its autonomy in terms of decision making under the MOU, the adoption of which can be approved by Cabinet.

Financial:

There are no financial implications arising from signing the MOU however closer partnership working may generate additional income or attract greater funding.

Potential impact on climate change and the environment:

Contribution toward achieving a net zero carbon position by 2030:

Personnel: N/A

Risk Management: N/A

Equality and Diversity: N/A

Health and Safety: N/A

Digital: N/A

Other: N/A

Consultees:

North Essex District Councils

Relevant Policies and Strategies:

N/A

Association of North Essex Local Authorities

Memorandum of Understanding

Between:

Braintree District Council
Chelmsford City Council
Colchester City Council
Epping Forest District Council
Essex County Council
Harlow Council
Maldon District Council
Tendring District Council
Uttlesford District Council



1. Background

- 1.1 Together, we are responsible for delivering services to over a million residents, equivalent to the City of Birmingham. The area delivers significant gross value added at over £17bn and supports almost 41,000 businesses.
- 1.2 This new partnership of North Essex Authorities is well placed to deliver local ambitions, to respond to emerging opportunities and Government policies, as well as being able to promote North Essex as desirable place for living, leisure and to do business in.
- 1.3 The Authorities have established a good track record of partnership working in various previous collaborations.
- 1.4 The nine Authorities wish to record their intention to establish the basis of our collaboration through a Memorandum of Understanding (MoU) and to form this new partnership, building on previous joint working successes.

2. Core Purpose and aims

- 2.1 The core purpose of NEA is to provide for a platform for enhanced cooperation across North Essex, to achieve better outcomes for our residents and businesses, by working together rather than separately. Through our collaborative approach we are best placed to develop and deliver a vision for North Essex, promoting sustainable growth for our economies and communities up to 2050.
- 2.2 NEA will focus on the strategic opportunities, regardless of individual local authority boundaries, for North Essex to influence and secure the collaboration and investment that will help our individual areas to flourish and realise their full economic, social and environmental potential.

2.3 The aims of NEA will be to:

- a. Agree a 2050 vision for North Essex.
- b. Provide strong and collective place leadership and a voice into Government.
- c. Increase the ability of all authorities to cope with public spending restrictions and increased demands on services.
- d. Influence Government powers and attract Government funding to North Essex.
- e. Raise the profile and reputation of North Essex as a desirable place for living, leisure and to do business in.
- f. Improve transport and digital connectivity, securing funding for strategic infrastructure.
- g. Provide sufficient new homes to meet the needs of a growing and ageing population.
- h. Attract investment and stimulate economic growth, focusing on key sectors and the low carbon economy.
- i. Increase productivity by improving educational attainment and access to skills relevant to our future labour market.
- j. Enable North Essex to respond and adapt to Climate Change
- k. Support wellbeing and healthy life expectancy by tackling the wider determinants of health with our health partners and the voluntary and community sector.
- l. Develop innovative approaches to funding to deliver shared objectives, including developing joint bids where appropriate.
- m. Work together to help harness the energy, know-how and assets of local communities.

3. Principles of collaboration

- 3.1. Working together on strategic priorities irrespective of local authority boundaries.
- 3.2. Creating collective scale, resilience, and impact for the benefit of our residents and businesses.
- 3.3. Tackling problems and issues that we cannot solve individually.
- 3.4. Collaborating to gain something, without losing something (including local identities).
- 3.5. Governance arrangements proportionate to our shared ambition.
- 3.6. Opportunities to discharge certain functions jointly, and pooling of resources, should be considered where this can have collective and measurable impact.

4. Term and Termination

- 4.1. This MoU shall commence on the date of the signature by each Authority and shall expire if NEA dissolves, with its area of influence reducing should any individual signatory authority withdraw

5. Variation

- 5.1. The MoU can only be varied by written agreement of all the Authorities, save for any individual authority withdrawing

6. Charges and liabilities

- 6.1. Except as otherwise provided, the Parties shall bear their own costs and expenses incurred in complying with their obligations under this MoU.

7. Status

- 7.1. This MoU cannot override the statutory duties and powers of the parties and is not enforceable by law. However, the parties agree to the principles set out in this MoU

Signed by

Local Authority	Leader/Chairman of Policy and Resource Committee	Chief Executive	Date
Braintree District Council			
Chelmsford City Council			
Colchester City Council			
Epping Forest District Council			
Harlow Council			
Essex County Council			
Maldon District Council			
Tendring District Council			
Uttlesford District Council			