

## RECORD OF DELEGATED OFFICER DECISION

## SUBJECT:

Rhondda Cynon Taf, Cultural Services "Arts Connect"
Collaboration with Bridgend, Merthyr Tydfil And Vale Of Glamorgan Arts
Services

#### PURPOSE OF ATTACHED REPORT:

The purpose of this report is to seek approval for Rhondda Cynon Taf Cultural Services to provide arts services (theatres, gallery and Arts Development) as part of a collaboration with Bridgend, Vale of Glamorgan and Merthyr Tydfil County Borough Councils, known as Arts Connect and covering Rhondda Cynon Taf, Bridgend, Merthyr Tydfil and the Vale of Glamorgan.

# DELEGATED DECISION (Date): It is recommended that

The Council note the content of the report and approve the collaboration with Bridgend, Merthyr Tydfil and Vale of Glamorgan arts services

D. F. James. GROKER JONES 14/11/11
Chief Officer Signature Print Name Date

The decision is taken in accordance with Section 15 of the Local Government Act, 2000 (Executive Functions) and in the terms set out in Section 5 of Part 3 of the Council's Constitution

DRS.

CONSULTEE CABINET MEMBER SIGNATURE

14-11-11

DATE

OFFICER CONSULTEE SIGNATURE

14-11-11

DATE

Directorate:	ENVIRONMENTAL SERVICES
Contact Name:	Strinda Davies
Designation:	Head of Cultural Services
Tel.No.	01443

#### RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL

# MUNICIPAL YEAR 2011-12 REPORT TO ACCOMPANY DECISION OF GROUP DIRECTOR, ENVIRONMENTAL SERVICES

Part 1 (Non-Confidential)

RHONDDA CYNON TAF, CULTURAL SERVICES "ARTS CONNECT"
COLLABORATION WITH BRIDGEND, MERTHYR TYDFIL AND VALE OF GLAMORGAN ARTS SERVICES

## 1. PURPOSE OF REPORT

1.1 The purpose of this report is to seek approval for Rhondda Cynon Taf Cultural Services to provide arts services (theatres, gallery and Arts Development) as part of a collaboration with Bridgend, Vale of Glamorgan and Merthyr Tydfil County Borough Councils, known as Arts Connect and covering Rhondda Cynon Taf, Bridgend, Merthyr Tydfil and the Vale of Glamorgan. In accordance with the Council's Scheme of Delegation, this report has been prepared to accompany the intended Officer decision of the Group Director, Environmental Services as described below.

## 2. **RECOMMENDATIONS**

It is recommended that:

2.1 Note the content of the report and approve the collaboration with Bridgend, Merthyr Tydfil and Vale of Glamorgan arts services.

## 3. BACKGROUND

3.1 The senior officers of the respective arts services in Bridgend, Merthyr Tydfil, Vale of Glamorgan and Rhondda Cynon Taf, along with the Arts Council of Wales, WLGA and Welsh Government Arts Policy Branch officers, have agreed that there would be a number of benefits to collaborating on the delivery of arts services (theatres, gallery and Arts Development).

## 4. KEY POINTS

4.1 In partnership with Bridgend, Merthyr and the Vale, we have considered other options for the shared delivery of arts services including the secondment of arts staff into a new regional structure led by Rhondda Cynon Taf, but the Memorandum of Understanding in now considered the best way forward, as it allows for flexibility including other local authorities joining in the collaboration at a later date.

- 4.2 As a result there are no financial implications and there is a negligible risk to Rhondda Cynon Taf going forward.
- 4.3 It is considered that this collaborative approach with a Memorandum of Understanding will improve standards of arts provision, reduce duplication, enable the sharing of arts officer expertise, better use of the arts in meeting cross-cutting themes and create stronger partnership with other agencies to increase opportunities for engagement in the arts.
- 4.4 It is also anticipated that this collaboration (Arts Connect) will bring together specific teams of arts service officers and the responsibilities and create opportunities to share other resources as appropriate.
- 4.5 This arrangement will also fit in with the Welsh Government's stated intention for local authorities to collaborate on service delivery.
- 4.6 The Memorandum of Understanding for this collaboration is attached as Appendix 1.

# **MoU for Arts Connect**

# THIS MEMORANDUM OF UNDERSTANDING is made the

day of

#### Between:

BRIDGEND COUNTY BOROUGH COUNCIL of Civic Offices, Angel Street, Bridgend, CF31 4WB

**MERTHYR TYDFIL COUNTY BOROUGH COUNCIL** of Civic Centre, Castle Street, Merthyr Tydfil, CF47 8AN

RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL of The Pavilions, Cambrian park, Clydach Vale, Tonypandy, CF40 2XX

VALE OF GLAMORGAN COUNCIL of Civic Offices, Holton Road, Barry, CF63 4RU

(hereinafter called "the Parties")

#### NOW IT IS AGREED as follows:

#### 1. Recitals

- 1.1 The Parties have identified that closer co-ordination of arts service delivery within the boundaries of Bridgend, Merthyr, RCT and The Vale will result in an improved arts service for residents and visitors.
- 1.2 The Parties have agreed that that this approach to closer co-ordinated and collaborative working will be known as 'Arts Connect'
- 1.3 The purpose of this Memorandum of Understanding is to:
  - 1.3.1 Confirm the shared vision for Arts Connect
  - 1.3.2 Outline the guiding principles of Art Connect
  - 1.3.3 Outline the ways in which Arts Connect will work in practice
- 1.4 This Memorandum of Understanding, and arrangements arising from it, do not constitute a formal legal agreement.

#### 2. Definitions

- 2.1 'Commencement Date' means the date of this Memorandum of Understanding.
- 2.2 'Officers' means Arts Service Officers employed by Bridgend, Merthyr, RCT and The Vale for the purpose of undertaking the collaborative arts service functions.
- 2.3 Arts Service Management Team means a group comprising of senior Arts service Officers with responsibilities as set out in paragraph 7 of this Memorandum
- 2.4 'Parties' means Bridgend, Merthyr, RCT and The Vale and 'Party' shall mean any of them.

2.5 Leadership Group means a group comprising of a senior officer with overall responsibility for the arts from each of the Parties who will agree the Arts Connect Business Plan, monitor progress on collaborative working and receive quarterly reports on how Performance Indicators (PIs) are being met.

## 3. Shared Vision

3.1 To provide a quality and cost-effective arts service for residents of, and visitors to, the respective Councils through effective collaboration and a joined-up approach to planning and delivery.

# 4. Guiding Principles

- 4.1 This Memorandum of Understanding is entered into on the understanding that Arts Connect will work on a basis of co-operation between the Parties.
- 4.2 Existing senior Officers from each of the Parties will develop a shared Arts Strategy and agree forward operational work plans for arts service delivery particularly in relation to Venue Programming, Arts Development activity and Marketing i.e. regional planning for local delivery.
- 4.3 The forward operational work plans will include regional projects/initiatives as decided collectively by the Parties as well as stand-alone, localised projects/initiatives as decided by each individual Party.
- 4.4 All Officers from each of the Parties will follow the forward operational work plans as agreed by the shared team. (see 7.10)
- 4.5 Any problems or disputes arising out of a failure by Officers of any of the Parties to work to and complete tasks within the agreed operational work plans will be dealt with, as appropriate, by relevant senior arts officers from each Party.

# 5. Leadership

- Progress on the collaborative working will be reported by the Arts Service Management Team on a quarterly basis to the Arts Connect Leadership Group, as well as being reported in accordance with the internal reporting mechanisms for governance as adopted by the Parties.
- 5.2 Recognising the value of Arts Council of Wales, Welsh Government Arts Policy Branch and WLGA representation each of these organisations may be invited to send a representative to attend the Arts Connect Leadership Group meetings.

# 6. Planning

6.1 Pls and outcomes for this collaborative approach to working will be as set out in the (2012/13) Arts Connect Business Plan, combining the key targets from each Party's respective current and forward arts service Business Plans.

6.2 Progress on PIs and outcomes will be reported at an operational and local level within each Party's Performance Management protocol and also at a regional and strategic level to the Arts Connect Leadership Group, on a quarterly basis.

# 7. Arts Connect "in practice"

In practice Arts Connect will undertake the following, albeit this is not an exhaustive list:

- 7.1 Increase the quality and range of arts provision and engagement across the Arts Connect area.
- 7.2 Strengthen the local authority arts service "voice" with Arts Council of Wales, Welsh Government departments, WLGA, CC Skills, Sector Skills Councils, Careers Wales and other relevant agencies.
- 7.3 Develop a consistency in approach to arts Policy and Strategy development e.g. Youth Arts Strategy and Strategic Partnership, as well as Performance Monitoring. (new Arts Development PIs and Ffynnon system)
- 7.4 Develop a joined-up approach to grant applications and fundraising to reduce duplication, increase match-funding potential and secure more funds for the delivery of arts services across the Arts Connect area.
- 7.5 Embark on joint arts programming and co-production thus achieving and benefitting from economies of scale and avoiding duplication.
- 7.6 Develop a complementary Arts Programming Strategy for all venues: RCT Theatres and Grand Pavilion for performing arts and Art Central for the visual arts.
- 7.7 Enable all arts venues to utilise the skills and advice of a single Programming Advisory Group.
- 7.8 Encourage pooling of resources e.g. arts activity budget, Officers, equipment etc. for specific arts projects during the term of this Memorandum of Understanding putting sustainability plans in place.
- 7.9 Further identify ways to implement reduced costs to each Party from the benefits of collaborative working over the term of the Memorandum of Understanding.
- 7.10 Create a shared Arts Service Management Team, consisting of the existing senior Officers with team responsibility, to oversee the strategic direction and delivery on operational work plans.
- 7.11 Create a regional Arts Development team consisting of the Arts Development Officers from each of the Parties and led by an existing Arts Development Manager with team responsibility.

- 7.12 Recognise strengths and enable expertise-sharing across the region by making each of the Arts Development Officers the appointed Arts Connect "champion" for a specific art-form or cross-cutting area of work e.g. Arts in Regeneration or Well-Being.
- 7.13 Provide clearer progression routes into the Creative and Cultural Industries, in particular for young people, across the Arts Connect area linking with FE/HE sectors, Careers Wales and Sector Skills Councils.
- 7.14 Explore the development of shared Creative and Cultural Industry apprenticeships, internships, work experience and volunteering programmes.
- 7.15 Create a regional Arts Marketing team consisting of the Marketing Officers from each of the Parties (Bridgend and RCT) and led by an existing Marketing Manager.
- 7.16 Explore/develop a joined-up approach to Arts Marketing in order to benefit from:
  - group-buying potential in terms of print, website development etc
  - data sharing, where permissible, to increase market potential and encourage cross-selling between venues
  - general awareness raising of the arts in the region
- 7.17 Create a regional Technical team consisting of Technicians (at all levels) from each of the Parties (Bridgend and RCT), led by an existing Technical Manager.
- 7.18 Improve Workforce Development and Continuing Professional Development opportunities for all of the Participation Officers through skills-sharing, mentoring and joint training initiatives, determined by an Arts Connect Workforce Development plan.

#### 8. Commencement and Term

- 8.1 This Memorandum of Understanding shall commence on the Commencement Date and shall continue until 31<sup>st</sup> March 2014 subject to the right of any Party to terminate this Memorandum of Understanding in accordance with Clause 8.2.
- 8.2 This Memorandum of Understanding may be terminated at any time by any of the Parties' Leadership Group members giving 3 months notice in writing to the others, such notification being sent to the address specified in the heading of this Memorandum of Understanding.

## 9. Staffing

- 9.1 For the avoidance of doubt Bridgend, Merthyr, RCT and The Vale Officers involved in the collaborative approach shall remain employees of their employing Council and be employed on their existing Terms and Conditions of employment.
- 9.2 Each Party shall remain liable for the actions and competence of its own respective Officers and shall ensure that they comply with all legislative requirements and take all reasonable steps to ensure any actions taken are lawful and within the spirit of this Memorandum of Understanding.
- 9.3 Officers will continue to be based in their current locations subject to there being an expectation for them to work in other Parties areas as and when required according the needs of Arts Connect.

# 10. Expenses/Activity budget

- 10.1 For the avoidance of doubt all expenses arising out of the Parties' Officers undertaking Arts Connect work shall be paid by the Party employing the Officer that incurs the expense unless as otherwise agreed in writing between the Parties
- 10.2 For the avoidance of doubt all collaborative arts activity budget expenditure arising out of arts activity (delivered on a project basis) within the Arts Connect area of Bridgend, Merthyr, RCT and The Vale shall be paid by the Party that leads on that activity as part of the collaborative working, unless as otherwise agreed in writing between the Parties. Reimbursements will be made between the Parties to cover the total of such expenditure as agreed in advance.

## 11. Indemnity

In the execution of 'Arts Connect' duties each Party's existing insurance and indemnity cover shall apply to their respective Officers.

#### 12. Variation & Review

12.1 This Memorandum of Understanding may be varied, amended or supplemented from time to time by agreement in writing between the Parties and shall be reviewed 3 calendar months before its termination to allow for consideration of extending the term. In witness whereof the Parties to this Memorandum of Understanding have hereunto set their hands the day and year first before written.

Signed on behalf of <b>Bridgend</b>		
Designation		
 Name		
Signed on behalf of <b>Merthyr</b>		
Designation		
Name		
Signed on behalf of RCT		
Designation		
Name		
Signed on behalf of <b>The Vale</b>		
Designation		
Name		