

OXFORDSHIRE JOINT SHARED SERVICES & PERSONNEL COMMITTEE

MINUTES of the meeting held on Tuesday, 1 February 2022 commencing at 1.30 pm and finishing at 2.40 pm

Present:

Councillor Liz Brighthouse OBE – in the Chair

Councillors:

Ian Corkin
Donna Ford
Andrew Gant

Liz Leffman
Ian Middleton
Eddie Reeves

Barry Richards
Barry Wood
Tony Ilott

The meeting considered the matters, reports and recommendations contained or referred to in the agenda for the meeting and decided as set out below.

1/22 APOLOGIES FOR ABSENCE AND TEMPORARY APPOINTMENTS
(Agenda Item 1)

Apologies were received from Councillor Mike Kerford-Byrnes (Councillor Tony Ilott substituting)

2/22 DECLARATIONS OF INTEREST - SEE GUIDANCE NOTE
(Agenda Item 2)

There were no declarations of interest.

3/22 APPOINTMENT OF CHAIR FOR THE MUNICIPAL YEAR 2021/2022
(Agenda Item 3)

It was proposed by Councillor Corkin and seconded by Councillor Leffman that Councillor Brighthouse OBE be appointed Chair of the Joint Shared Services and Personnel Committee for the municipal year 2021/2022.

There were no further nominations.

Resolved

That Councillor Brighthouse OBE be appointed Chair of the Joint Shared Services and Personnel Committee for the municipal year 2021/2022.

4/22 APPOINTMENT OF DEPUTY CHAIR FOR THE MUNICIPAL YEAR 2021/2022
(Agenda Item 4)

It was proposed by Councillor Brighthouse OBE and seconded by Councillor Iott that Councillor Corkin be appointed Deputy Chair of the Joint Shared Services and Personnel Committee for the municipal year 2021/2022.

There were no further nominations.

Resolved

That Councillor Corkin be appointed Deputy Chair of the Joint Shared Services and Personnel Committee for the municipal year 2021/2022.

5/22 MINUTES OF PREVIOUS MEETING

(Agenda Item 5)

The minutes of the meeting of the Committee held on 25 March 2021 were agreed as a correct record.

6/22 PETITIONS AND PUBLIC ADDRESS

(Agenda Item 6)

There were no petitions or requests to address the meeting.

7/22 S113 AGREEMENT OXFORDSHIRE COUNTY COUNCIL AND CHERWELL DISTRICT COUNCIL

(Agenda Item 7)

The Chief Executive submitted a report for the Committee to consider and recommend to the respective Full Councils the arrangements to agree to end the formal partnership arrangements between Cherwell District Council and Oxfordshire County Council.

In introducing the report, the Director of Law and Governance explained that the shared services arrangements between Oxfordshire County Council and Cherwell District Council have been in place since 2018 and they have been effective. The pandemic has had a significant impact upon both Councils which has led to wider partnership working amongst all of the local authorities and partners in Oxfordshire. It was now an appropriate time to explore wider partnership working outside the s 113 Agreement and there was mutual agreement to formally end the arrangements between the two Councils.

In response to Members' questions regarding the PWC work reviewing the partnership working arrangements that would now inform the due diligence work envisaged by the report submitted to JSSPC, the Director of Law and Governance explained that the report was awaited. The Terms of Reference of the PWC work would be circulated to JSSPC members.

In response to Members' questions regarding the rationale for decisions of the JSSPC to be unanimous under the proposed revised terms of reference, the Director of Law and Governance advised that this reflected the fact that it

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was a mutual termination of the S113 and would ensure all parties were supportive of business cases and transition arrangements going forward.

The Chair highlighted each council had different statutory responsibilities. Prior to business cases coming forward to JSSPC, the proposed Officer Working Group would have engaged and discussed with relevant Members at each council and should therefore be acceptable. There would however be a process that would be followed in the case of dispute.

In response to Members' questions regarding the notice and cessation arrangements in the original S113 agreement, the Director of Law and Governance explained that when the S113 was entered into, it was on the basis of a shared Chief Executive and there has been incremental development. JSSPC was recommended to recommend to the respective Full Councils to agree the principles for disaggregation. Subject to the respective decisions to mutually serve formal notice to terminate the S113, disaggregation would not impact each council's decision making, sovereignty or fulfilling of statutory responsibilities.

With regards the financial principles, the Director of Finance confirmed that the termination of the S113 Agreement would not prevent either council from setting its 2022/2023 budget. It was not possible to quantify costs until the due diligence exercise was undertaken but reasonable provision had been made in both council's budgets. This would determine costs and each service area would be looked at separately due to different arrangements being in place for different service areas.

Resolved

- (1) That it be resolved that a mutual and consensual decision be proposed to be taken by the Full Councils of both Oxfordshire County Council and Cherwell District Council to terminate the s 113 Agreement dated 31 August 2018.
- (2) That the Full Councils of both Oxfordshire County Council and Cherwell District Council be recommended to give notice to terminate the s 113 Agreement dated 31 August 2018 regarding joint working between the two authorities.
- (3) That it be agreed that the report submitted to this Committee and the resolutions of this Committee be forwarded to the Full Councils of both Oxfordshire County Council and Cherwell District Council for their consideration.
- (4) That it be noted that subject to the Full Councils of the two Councils resolving to terminate the s 113 Agreement dated 31 August 2018, it has been agreed that the arrangement for Cherwell District Council to share its Chief Executive with Oxfordshire County Council will cease and she will revert to be the Chief Executive of Cherwell District Council solely.

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- (5) That it be recommended to the respective Councils that they agree that on or before 9 February 2022, they will appoint or ensure that they have filled (at least on a temporary basis) their other statutory officer roles (i.e. s151 officer and Monitoring Officer) with officers who are no longer shared between the respective councils.
- (6) That, subject to the Full Councils of the two Councils resolving to terminate the s 113 Agreement dated 31 August 2018, relevant officers be instructed to establish a Joint Officer Working Group, carry out a short and directed due diligence exercise on the current extent and cost of the s 113 arrangements and thereafter to prepare a transition plan to separate the joint working arrangements between the two authorities; ensuring steps are put in place to maintain effective operational activity in accordance with the s 113 Agreement.
- (7) That the two Councils should consider the ongoing role of the JSSP in providing suitable oversight and decision-taking concerning the termination of the s 113 Agreement and to this end, both Councils be recommended to agree that the Partnership Working Group is dissolved and the JSSP terms of reference are amended to include:
 - that the JSSP shall be given responsibility to oversee the role of the Joint Officer Working Group;
 - to be kept informed as to progress regarding the termination arrangements;
 - to take non-executive decisions as necessary;
 - all decisions of the JSSP will be taken on the basis of unanimity
- (8) That the two Councils be recommended to resolve to adopt the Financial Principles for the termination of the s 113 Agreement as set out below:
 - i. The Councils will, acting reasonably, utilise the due diligence exercise to help identify and agree the costs that will be included in the costs of settlement calculation including any time frame for their inclusion in said calculation.
 - ii. The s 113 Agreement indicates that the majority of costs of termination should, in the ordinary course, be borne equally by the two Councils.
 - iii. It is acknowledged however, that the historic utilisation and therefore cost of the provision of the services has not been equally split and often utilisation is often weighted in favour of one council over the other. The Councils also recognise their size, and the future utilisation of arrangements will also not be equal as between them.
 - iv. To this end the Councils will use all reasonable endeavours to agree the apportionment of settlement costs arising from the termination proportionately, fairly and taking into account historic or actual cost sharing percentages and any mutual provision that it is agreed will be put in place for discrete service areas.

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- v. Unless otherwise agreed, the Councils agree that any internal or external costs incurred by them in relation to the management of the transition period shall be borne by each Council
- vi. However, if in relation to any specific item of cost, it is not possible to agree a different apportionment of the cost, the apportionment will be referred to mediation in accordance with the Dispute Resolution process outlined above.

..... in the Chair

Date of signing