

Supplemental Items for Joint Public Protection Committee

Wednesday 31 March 2021 at 4.00pm

Part I

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To approve as a correct record the Minutes of the meeting of this Committee held on 15 December 2020. | 1 - 6 |
| 8 | The Future of the Public Protection Partnership - Outline response to Wokingham Borough Council's Executive Decision
Purpose: To outline the response of West Berkshire Council and Bracknell Forest Borough Council, to the paper presented by the Chief Executive of Wokingham Borough Council recommending that all functions currently governed through the Joint Public Protection Committee and delivered by the Public Protection Partnership (PPP) would be brought back in-house to Wokingham and to provide an overview of options available to the West Berkshire and Bracknell Forest Councils to ensure any operational and financial risks are appropriately managed. | 7 - 20 |



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Note: These Minutes will remain DRAFT until approved at the next meeting of the Committee

JOINT PUBLIC PROTECTION COMMITTEE

Minutes of the meeting held on Tuesday, 15 DECEMBER 2020

Present: Parry Bath (Chairman), Chris Bowring, Hilary Cole, James Cole, John Harrison (Vice Chairman) and Chris Turrell (Substitute) (In place of John Porter)

Also Present: Paul Anstey (Head of Public Protection and Culture), Rosalynd Gater (Team Manager - Commercial), George Lawrence (Residential Team Leader), Sean Murphy (Public Protection Manager), Stephen Chard (Principal Policy Officer), Kevin Gibbs (Bracknell Forest Council), Damian James (Chair of the PPP Joint Management Board) and Clare Lawrence (Wokingham Borough Council)

Apologies for absence: John Porter (Bracknell Forest Council)

PART I

20 Minutes

The Minutes of the previous meeting held on 28 September 2020 were approved as a true and correct record and signed by the Chairman.

21 Declarations of Interest

There were no declarations of interest received.

22 Notice of Public Speaking and Questions

No public questions were submitted to the meeting.

23 Future Plan

RESOLVED that the Future Plan be noted.

24 Fee Policy for Relevant Protected Sites under Caravan Sites and Mobile Homes Legislation

The Committee considered the report (Agenda Item 6). The report provided an update to the Fee Policy for Relevant Protected Sites, following on from the Private Sector Housing Policy presented to Committee in September 2020. Authority was sought to go out to consultation with Licensees.

Rosalynd Gater, Commercial Team Manager, introduced the report. She informed the Committee that if Members were minded to approve the report the caravan site licensees would be consulted and the outcome of that consultation would be brought back to the next meeting for approval prior to changes being implemented from 1 April 2021.

The changes proposed to the fee policy were as follows:

The annual fees for sites were currently £14 per unit. This was based on Department for Communities and Local Government (DCLG) guidance. This guidance gave two options for setting annual fees. Option one was a set fee per hour (the existing scheme). Option

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two was a calculation that was based on a national set time to administer the site license and for the inspection of the sites. The fee for this second option was a combination of these two elements, multiplied by the hourly rate of the service which would equate to £59 per hour.

Ms Gater referred to benchmarking data. This found that option two was more closely aligned with the charging mechanism used by other local authorities. However, the analysis found that while option two would benefit larger sites, it would result in the fees for smaller sites increasing. The majority of sites within the PPP area were smaller and therefore option one was recommended as this was the fairer option. Option one would also achieve a higher level of income.

The fee for new site licences was £440 for the licence itself and £16 per unit. It was also proposed, based on the benchmarking data and DCLG guidance, that the £16 per unit would be capped for sites with up to 200 units. Only three sites in the PPP were currently in excess of 200 units and therefore, not many sites would be affected by the change.

Ms Gater explained that the previous separate fees for variation of licence and alteration of licence had had been amalgamated and was proposed at £59 per hour (the hourly rate for the officer). This could cover a wide range of different alterations.

Clarity was then provided on the process to be followed for non-payment and non-compliance including enforcement. In cases of non-payment, an application would be made to a first-tier tribunal for an order that required payment. If payment was not met within three months an order would be submitted to the tribunal to revoke the site license.

Ms Gater concluded by stating that the next step was to send out the fee policy to caravan site licensees for comment subject to the approval of these proposals by the Committee.

Councillor Parry Bath thanked Ms Gater for her very comprehensive presentation.

Councillor Chris Bowring asked why fees were being set for 2021-22 when fees and charges would be ratified by the three councils. Ms Gater stated that there had been extensive work on caravan sites and fees in the past year and this was the earliest point at which these proposals could be presented.

Councillor Bowring queried the approval processes required, i.e. licensing committees, executives and full council meetings. Ms Gater advised that subject to JPPC approval, the fees could be updated via the necessary committees. Sean Murphy, Public Protection Manager, commented that the difficulty was the timing of the March Council meetings and that Wokingham had already set their fees for 2021-22. The Wokingham decision set the direction for the other local authorities to follow in terms of fees but it might be too late for the other two authorities to have in place for April 2021 unless an additional approval process was set up. If not, the changes to the fees and charges would not be introduced in Bracknell Forest or West Berkshire until 2022-23.

The decision on timing would be made at the March JPPC once the consultation had concluded.

Clare Lawrence restated that Wokingham had approved fees and changes for 2021-22 in November 2020. However, a decision would still need to be made by Wokingham along the same lines as Bracknell Forest and West Berkshire.

Councillor John Harrison asked if there was certainty that sufficient funding would be raised from this charging mechanism to cover the necessary hours of work. He pointed out that the majority of sites were well run and only a small minority of sites created issues. He queried whether the increased cost of policing this small number of sites could be passed on to them and therefore to avoid penalising the wider caravan and mobile home community.

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Councillor Bowring referred to the table in section 1.2 of the report and queried how the PPP compared with the national average for administration and inspection times. Ms Gater stated that this was not straight forward, due partly to Councillor Harrison's points, however she would look to make the comparison requested and provide this information to the Committee.

Ms Gater added that site inspections were incorporated within the £14 per unit fee. She also explained that a charge could be levied for enforcement action and it was the intention to introduce this for non-compliant sites in the coming year.

Councillor Hilary Cole asked if these fees and charges applied to gypsy and traveller sites as well. Ms Gater said they only related to licensed sites and relevant protected sites. There was a different set of rules for traveller sites so the licensing regime did not apply.

Paul Anstey, Head of Public Protection and Culture, clarified the options available. He stated that it was agreed previously that the service would look at proposals that improved the level of transparency on the different fees and charges. As already explained this would be taken forward by consulting with the trade and to provide feedback from that to Committee. Further debate and a decision would not be taken until that process had concluded.

The impact on the budget would not be significant, but these proposals aimed to redistribute charges across the sector and ensure greater fairness wherever possible.

RESOLVED that:

- **The amended fee policy for Relevant Protected Sites be noted.**
- **The options used for determining the level of fee to be charged be approved.**
- **The direction whereby the Policy will be put to consultation with Caravan Site Licensees and any other relevant parties be approved. The results of which would be brought back to the next meeting of the JPPC for discussion, with a view to implementing the fee structure from 1 April 2021.**

25 Surveillance and implementation of RIPA within the PPP

The Committee considered the report (Agenda Item 7) which provided an update on the subject following external audits of the partner authorities by the Investigatory Powers Commissioner's Office (IPCO).

The report was in follow up to feedback from senior officers across each of the three partners that the external audit process could be improved if there was a greater collective understanding of how officers in the PPP might use the methods and powers incorporated under the relevant legislation and associated policy.

The report also provided information about body worn cameras and CCTV for enforcement purposes. The work of the National Anti-Fraud Network and how it linked with the PPP was also highlighted within the report.

Paul Anstey, Head of Public Protection and Culture, presented the report. He explained that as part of the Regulation of Investigatory Powers Act (RIPA), each of the three partner authorities were audited externally by the IPCO. The audit considered the policies in place and how they were implemented. The IPCO sought to ensure that local authorities were acting and using RIPA powers appropriately, for example in the use of cameras in operations, either body worn or CCTV. This was an area with strict codes of practice to be followed.

The PPP engaged with the National Anti-Fraud Network. This provided a level of expertise and oversight across relevant areas of activity.

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The three audits held were largely complimentary. It was noted that the PPP helped its local authorities to upskill relevant officers. An example of this was the work done in relation to online trading via social networks. This helped to ensure that officers were conducting investigations on a proportionate basis. There were internal checks and balances to ensure that data collected from operations was treated securely and sensitively, i.e. data gained from telephone records. A clear audit trail was produced.

The PPP in its day to day work had to ensure that it was covering all of the bases and that added to the reason for retaining inhouse expertise around case management. The report also indicated who the key people were who need to be aware of clear audit trail.

Mr Anstey concluded by stating that the PPP conducted its work professionally. The PPP had established a good reputation and had an excellent track record in using the RIPA powers. The PPP's prosecutions had a 100% success rate when using RIPA powers.

Councillor Chris Bowring referred to the IPCO findings given in the report and queried if there was awareness of the PPP as the findings related to individual local authorities. Mr Anstey gave an assurance that there was awareness. He explained that the audits took place for each individual Council as a whole and was not solely concerned with PPP activity. The PPP assisted with the wider work of local authorities, i.e. on surveillance activity.

Sean Murphy, Public Protection Manager, stated that while responsibilities fell to the individual councils, there was a common thread across the three authorities. He had been involved in the latest round of audits where the role of the PPP and the individual councils was made clear. However, any breach of RIPA would be by an individual local authority.

Councillor James Cole asked about the use of CHIS (Covert Human Intelligence Source) and issues that could emerge should there be a situation where unauthorised surveillance took place via permitted surveillance. Mr Anstey said that the CHIS approval process was vigorous and approval would come from a senior officer. The objectives of the operation would need to be absolutely clear. If it transpired that information was obtained beyond the objective then a decision would need to be taken at that point to either shut down the operation or to declared information for approval through the appropriate channels. Where this process was required, it would form part of the audit trail and used to inform future investigations. Mr Murphy added that this was a clear and tightly managed process for a complex area of activity.

RESOLVED that the report be noted.

26 PPP Covid-19 Response and Service Update

The Committee considered the report (Agenda Item 8) which provided the Committee with updates on the service response to Covid-19, other service delivery matters including performance and the work of the case management unit as requested at the last JPPC.

Sean Murphy, Public Protection Manager, presented the report which provided the third update since April 2020. In that time, there had been various different regulations and tiers to be followed and these were taken forward as part of the service response, most particularly with businesses.

Performance data showed the changes experienced to volumes of work and the impact on response times. It was the expectation that improvements would be made, where needed, by year end.

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The information provided on the Case Management Unit gave an indication of the work that had been undertaken and the outcomes achieved. Cost information was difficult to provide as this differed on a case by case basis.

Communications activity was outlined in the report. For example, the PPP website had proved very useful and had become the 'go to' place for information for businesses and the public.

Mr Murphy proposed the addition of a further recommendation that the Joint Management Board be given oversight of service prioritisation when considering the potential for a number of changing factors as a result of Covid-19.

Councillor James Cole gave thanks for the case management information. The Case Management Unit was clearly useful and he looked forward to seeing more information in due course.

Councillor Hilary Cole took the opportunity to thank the PPP's officers for their outstanding work. She particularly drew attention to the close working arrangements with Public Health during the Pandemic.

RESOLVED to note:

- **the role the PPP were playing across the councils with respect to Covid-19 response;**
- **the status of non-Covid related service delivery including the Q2 performance report; and**
- **the update on the Case Management Unit.**

RESOLVED that a further update would be received at the March 2021 meeting on progress.

RESOLVED to delegate to the Joint Management Board the oversight of service prioritisation in light of the prevailing pressures on the service as a result of the need to have a dynamic response to the Covid-19 pandemic.

27 Any other items the Chairman considers to be urgent

No urgent items were raised.

(The meeting commenced at 4.00pm and closed at 4.58pm)

CHAIRMAN

Date of Signature

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The future of PPP – Outline response to Wokingham BC Executive Decision

Committee considering report:	JPPC
Date of Committee:	31 March 2021
Portfolio Member:	Councillor Hilary Cole
Date Portfolio Member agreed report:	04 March 2021
Report Author:	Paul Anstey
Forward Plan Ref:	N/a

1 Purpose of the Report

- 1.1 To outline the response of West Berkshire Council ('West Berks') and Bracknell Forest Borough Council ('Bracknell Forest'), to the paper presented by the Chief Executive of Wokingham Borough Council ('Wokingham') recommending that all functions currently governed through the Joint Public Protection Committee (JPPC) and delivered by the Public Protection Partnership (PPP) would be brought back in-house to Wokingham.
- 1.2 To provide an overview of options available to the West Berkshire and Bracknell Forest Councils ('the partners') to ensure that any operational and financial risks are appropriately managed.

2 Recommendation

- 2.1 None – this is for information only.

3 Implications and Impact Assessment

Implication	Commentary
Financial:	<p>There will be a requirement to recruit a project manager to support the existing management team. This is currently estimated at hosts Grade J part time for 6 months, approximately £35k. This is based on other similar project management expenses.</p> <p>There may also be external subject matter experts required. This type of project has been estimated at £20k.</p>

	<p>This is in addition to any direct losses that are identified as part of the process; Restructure costs e.g. redundancy, redeployment, pensions, TUPE support and project management of the process;</p> <p>ICT software and licensing e.g. annual licence costs, data migration, development and contract costs related to the single case management project;</p> <p>Equipment e.g. air monitoring sites; surveillance cameras and printers; and</p> <p>Vehicles e.g. Electric Vehicles and leases.</p>
<p>Human Resource:</p>	<p>Recruitment of a Project Manager. HR support will also be needed to establish the position on TUPE requirements and organisational change, in line with the host (West Berks) policy.</p>
<p>Legal:</p>	<p>Legal support will be required to detail the process in accordance with the Inter Authority Agreement (Appendix 1). This will focus on:</p> <ul style="list-style-type: none"> - The Joint Committee, relevant functions of both full council and the Executive; - Defined terms such as ‘exit plan’; - Interpretation about the application of TUPE legislation; and - The level of penalty for early termination.
<p>Risk Management:</p>	<p>The partners have identified the following risks that will require mitigation measures (in no particular order):</p> <ul style="list-style-type: none"> - Management capacity - Staff morale - Operational response to Covid matters - TUPE (interpretation dispute and operational disruption) - Media communication/coverage - Financial liabilities - Contracts with suppliers

	<ul style="list-style-type: none"> - Single Case Management System project - Inter Authority Agreement interpretation dispute 			
Property:	There are no direct property implications from this report. Consideration will need to be given to the use of Theale Gateway as part of future PPP operations but this is not a short term issue.			
Policy:	Consideration will need to be given to the PPP policy framework as part of the process. At this stage nothing has been identified.			
	Positive	Neutral	Negative	Commentary
Equalities Impact:				
A Are there any aspects of the proposed decision, including how it is delivered or accessed, that could impact on inequality?		X		
B Will the proposed decision have an impact upon the lives of people with protected characteristics, including employees and service users?		X		
Environmental Impact:		X		
Health Impact:		X		

ICT Impact:			X	The PPP will need to re-evaluate its single case management project, including the potential cost liabilities of licences, software and hardware. This will require input from ICT over the coming months.
Digital Services Impact:			X	The PPP will need to re-evaluate its single website project. This will require some limited support from the digital services team in the coming months.
Council Strategy Priorities:		X		With careful planning and mitigation measures the PPP should be able to continue delivering a sustainable service.
Core Business:			X	It is inevitable that there will be some management capacity issues to deal with the implications of the report, this will impact on Covid response and other BAU.
Data Impact:		X		
Consultation and Engagement:	Damian James – Bracknell Forest, Clare Lawrence – Wokingham			

4 Executive Summary

- 4.1 On 26th February 2021 the Chief Executive of Wokingham notified the Partners that they would be recommending to their Executive and Full Council that all functions currently governed through the Joint Public Protection Committee (JPPC) and delivered by the Public Protection Partnership (PPP) would be brought back in-house. The proposal was discussed at an Extraordinary Executive meeting and at Full Council on the 18th March 2021.
- 4.2 Wokingham Borough Council's Executive and Full Council resolved to serve formal notice on the Public Protection Partnership before 31st March 2021 to enable it to leave the partnership by 31st March 2022. The next steps will be for the partners to develop a detailed exit plan within 6 months of the notice being served and The Joint Management Board will work together to agree a programme for this.
- 4.3 As set out in the report, Wokingham Borough Council's decision is not a reflection of the work of the partnership and its staff, but is to enable the Council to embrace the opportunities of integration of PPP services with other council services to best serve the needs of its residents.

- 4.4 There are legal, financial and operational implications as a result of Wokingham's position and suitable planning needs to begin. It is in all of the Councils interests to avoid any prolonged period of uncertainty for staff and the risks will be reduced if this exit process can be concluded within 6 months of the decision being taken.

5 Supporting Information

Introduction

- 5.1 The PPP is overseen by a Joint Public Protection Committee (JPPC), supported by a Joint Management Board (JMB) made up of senior officers from each of the partner authorities.
- 5.2 All decisions relating to budgets, strategy and policy are voted on by the JPPC. All papers are provided by the JMB.

Background

- 5.3 Wokingham have expressed concern about the integration of the PPP and how 'locality' services have operated since late 2019. This led to a series of discussions during 2020 focussed on how the PPP could respond to those concerns.
- 5.4 By December 2020 the JMB compiled a report for the partner authorities' Chief Executives outlining the various approaches that had been taken, including managing the impact of Covid, and service improvements for the future:
- (a) Responsiveness to partner authorities (allocated lead managers);
 - (b) Improve consistency in performance management arrangements;
 - (c) Movement to single system (Covid19 has delayed this);
 - (d) Moving to one authority lead on ICT (subject to the outcome of updated discussions through partner ICT services);
 - (e) Continued development of website and on-line media platforms;
 - (f) Continued use of remote working platforms and reduction in travel;
 - (g) Improved levels of customer satisfaction with respect to trading standards service requests;
 - (h) Continue to work with and build relationships with partners in key areas such as law enforcement, health, environmental crime, housing standards, safeguarding and modern slavery;
 - (i) Achieve Community Safety Accreditation Scheme accreditation for a number of staff in key areas; and
 - (j) Member updates.

The future of PPP – Outline response to Wokingham BC Executive Decision

5.5 During 2020/21 the JPPC met 4 times and all recommendations were approved unanimously.

5.6 It was noted by the JPPC on several occasions that the PPP had showed great resilience during the Covid response, providing vital services such as outbreak management, track and trace, business compliance and advice.

The Wokingham Position

5.7 On 26th February 2021 the Chief Executive of Wokingham notified the partners that they would be recommending that all functions currently governed through the JPPC and delivered by the PPP would be brought back in-house. This decision was ratified by both the Executive and Full Council on 18th March 2021.

5.8 In essence, the recommendations seek to reverse the delegated authority of both Full Council and Executive powers provided to the JPPC by Wokingham in January 2017.

5.9 It outlines that this exit process will be viewed as a negotiation, considering costs and operational requirements, designed to be completed by April 2022.

5.10 Wokingham have identified a budget of £500k over 2 years, starting in 2021/22, to address the Direct Losses issue and their management of bringing the service back in-house.

5.11 The risks identified by Wokingham can be summarised as:

- (a) Costs of the project (requested that the PPP should provide evidence and work together to mitigate them);
- (b) Recruitment and retention (mitigated through effective communication);
- (c) Reduced operation resilience (mitigated through additional commissioned services – potentially back through the PPP);

5.12 It is proposed that there may be an option to 'buy-back' a selection of services outside of the PPP, essentially commissioning them on a case by case basis.

5.13 This position has been outlined to staff by the Wokingham Chief Executive directly to the PPP staff in the form of an online meeting which took place on the 10th March 2021.

Principles of the PPP Response

5.14 The partners respect Wokingham's position and will work in good faith and in an open, co-operative and collaborative manner to minimise risk and disruption to staff and the service. This is entirely in line with Clause 3 of the IAA 'general principles and objectives' (Appendix 1).

5.15 It is imperative that the staff are kept informed of the Wokingham position and the partners will make every effort to show a united front. This recognises the fact that at some stage the issues relating to finance and risk may require separate communication.

- 5.16 The partners will work openly and fairly in their estimates relating to financial risk arising from the Wokingham position.
- 5.17 The project management costs required to oversee the exit plan should be met entirely by Wokingham.
- 5.18 Communication to staff explaining the position should be led by Wokingham, supported by the partners at every step. An initial staff meeting took place on Wednesday 10th March, the day the Wokingham Executive papers were published.
- 5.19 The partners consider that all matters related to the exit plan should be agreed and in place within 6 months of the key decision to withdraw. This was agreed by the Chief Executives at a meeting on the 26th February 2021. This limits service disruption, staff uncertainty and aligns with the budget setting cycle of all 3 Councils i.e. matters can then be concluded in time for 2023/24 budgets.

Key Legal Considerations

- 5.20 The IAA (Appendix 1) is the key reference document and sets out the framework for all the Councils to operate within.
- 5.21 The IAA gives a clear position on the establishment of the Joint Committee, the responsibility of the host authority (West Berkshire Council) and in current circumstances, the termination of the agreement.
- 5.22 Clause 17 of the IAA 'Termination of this Agreement' requires any council to give at least 12 months' notice to terminate. Wokingham have met that requirement by stating they wish to terminate the agreement by 31st March 2022.
- 5.23 The Councils must then make all reasonable endeavours to sign off an agreed Exit Plan within 6 months.
- 5.24 There are a range of considerations, detailed at Clauses 17.6.1-17.6.8, which aim to manage the risks, legal and financial implications of the termination. These issues must be considered for all the Councils.

Key Financial Considerations

- 5.25 In line with Clause 18 Wokingham must indemnify the remaining partners against all Direct Losses, defined as:
- 'all damages, losses, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on an indemnity basis), proceedings, demands and charges whether arising under statute, contract or at common law.
- 5.26 The remaining partners should take all reasonable steps to mitigate these Direct Losses. This will include issues such as (not an exhaustive list):
- (a) Restructure costs e.g. redundancy, redeployment, pensions, TUPE support and project management of the process;

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- (b) ICT software and licensing e.g. annual licence costs, data migration, development and contract costs related to the single case management project;
- (c) Equipment e.g. air monitoring sites; surveillance cameras and printers; and
- (d) Vehicles e.g. Electric Vehicles and leases.

5.27 On the basis of a full withdrawal it is very likely that Wokingham would incur redundancy costs, unless staff affected were able to seek redeployment. This is based on how the current structure operates, with staff covering specialist functions across more than one council area.

5.28 Based on comparable projects a budget of £55k for 2021/22 should be sought from Wokingham. £35k for Project Management and £20k for Subject Matter Experts. This is in addition to costs set out in 5.25

Key Operational Considerations

5.29 The PPP is a frontline service delivering vital support to each of the Councils Covid responses. It is not in anyone's interest to progress the exit plan in a way that disrupts that.

5.30 It is important that the staff and management are supported throughout this process, this includes the use of dedicated project management and, where necessary, subject matter experts to provide independent advice.

5.31 There may be a need for structural changes to the management, frontline and partnership support teams and if there is no longer a business case for certain posts the host will need to consider the implications of its organisational change policy e.g. redundancy and redeployment.

5.32 The PPP should identify, as soon as is reasonably practicable, the necessary staffing levels to achieve this. At this stage it is anticipated that the following will be needed:

- (a) Project Manager – Wokingham
- (b) Subject Matter Expert – Wokingham
- (c) Project Manager – West Berks and Bracknell Forest
- (d) Subject Matter Expert - West Berks and Bracknell Forest

5.33 It will be necessary to seek agreement on the level of support i.e. 0.2FTE per role for 6 months (using comparable projects as a benchmark) and how that influences the financial implications for Wokingham to manage as per Clause 18 of the IAA.

Next Steps

5.34 The Councils will need to agree on the communication plan for the process following the decision made on the 18th March 2021.

5.35 The Councils will need to nominate a senior officer to engage on the exit plan.

- 5.36 A data gathering exercise will need to be completed to establish a ‘baseline’ set of facts and figures which can shape the exit plan and help elaborate on how future costs and risks can be mitigated.
- 5.37 Suitable candidates for both project management and subject matter experts will need to be identified.
- 5.38 A report will need to be written for the JPPC explaining the project plan, detailing key milestones and how each of the Councils will need to proceed in line with the requirements of the IAA.
- 5.39 The JMB should identify suitable project management and subject matter expert resources that it requires in order to deliver the Wokingham Executive decision.

Proposals

- 5.40 This is a ‘For Information’ report.

6 Other options considered

- 6.1 Do nothing – this is not possible due to the hosts’ policy requirement to notify staff that Wokingham have agreed to leave and this will have organisational change implications. The IAA also expresses clear actions that need to be taken in the event that one of the authorities requests to terminate the agreement.

7 Conclusion

- 7.1 West Berkshire and Bracknell Forest respect Wokingham’s position and will work in good faith and in an open, co-operative and collaborative manner to minimise risk and disruption to staff and the service.
- 7.2 There are clear legal, financial and operations implications as a result of Wokingham’s position and there needs to be a carefully constructed exit plan overseen by an adequately resourced project team.
- 7.3 It is desirable to avoid any prolonged period of uncertainty for staff and the risks to all Councils will be reduced if this exit process can be concluded within 6 months of the decision being taken.

8 Appendices

- 8.1 Inter Authority Agreement – hyperlink and key extracts

Background Papers:

None

Subject to Call-In:

Yes: No:

- The item is due to be referred to Council for final approval
- Delays in implementation could have serious financial implications for the Council
- Delays in implementation could compromise the Council's position
- Considered or reviewed by Overview and Scrutiny Management Committee or associated Task Groups within preceding six months
- Item is Urgent Key Decision
- Report is to note only

Wards affected: All

Officer details:

Name: Paul Anstey
Job Title: Head of Public Protection and Culture
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Appendix A

Full Agreement at

<http://decisionmaking.westberks.gov.uk/documents/s53463/Joint%20Public%20Protection%20Partnership%20Appendix%20B%20Draft%20Inter%20Authority%20Agreement.pdf>

Key headlines

17 TERMINATION OF THIS AGREEMENT

17.1 Any Council may give at least twelve (12) months' notice to terminate ("Notice of Termination") to the other Councils after three years of operation of this Agreement, such Notice of Termination to expire on the next following 31st March, or twelve months' notice to expire at the end of the Initial Term, as the case may be. Once a Notice of Termination has been served the Councils shall within 6 months make all reasonable endeavours to sign off an agreed Exit Plan in accordance with the principles set out Clause 17.5.

17.2 Any Council may terminate this Agreement by serving notice immediately at any time upon another Council committing a Fundamental Breach of this Agreement. Such a notice can only be served when the process set out in Clause 16 has been exhausted.

17.3 This Agreement may be terminated upon the mutual consent of all of the Councils by giving Notice of Termination.

17.4 Where by reason of any change in law or other reason not attributable to the fault of the Councils prohibits or prevents one of the Councils from giving effect to their obligations under this Agreement, any of the Councils to this Agreement may terminate this Agreement so as to avoid the Councils from breaching legislative or otherwise binding obligations upon it by written notice effective upon receipt by the other Councils, specifying the date upon which the termination should take effect, provided that the terminating Council has first entered into discussion in good faith with the other Councils and used all reasonable endeavours to negotiate a solution with the other Councils, whereby the intent and purpose of this Agreement may be fulfilled by another mechanism.

17.5 West Berkshire as Host Authority may terminate this Agreement by serving notice immediately at any time upon either Bracknell Forest or Wokingham reducing the payments to be made pursuant to Clause 7.2 and Schedule 4 of this Agreement to a level which West Berkshire as Host Authority deems unacceptably low.

17.6 If a Notice of Termination is served the Joint Management Team shall cooperate in good faith to agree an '**Exit Plan**' setting out how the arrangements considered in this Agreement will be ended and which shall be in accordance with the agreed principles:

17.6.1 that continuation and quality of service delivery are paramount and options should be assessed in this light;

17.6.2 exit arrangements shall seek to minimise the costs to the Councils of exiting or terminating this agreement;

17.6.3 the Exit Plan for each Service shall identify critical timescales and issues as appropriate with proposals to address them;

17.6.4 the option of transferring the entire workforce to a new host should be explored before deciding to split the Service;

17.6.5 where the Councils decide to return to direct service provision then the Service Managers shall produce recommendations for the staffing structures to be considered by the Councils according to previous usage and future perceived need. Where any staff cannot be placed with any Council then all Councils shall consider redeployment;

17.6.6 the Councils in consultation with the Fund shall instruct the Actuary to produce an Exit Valuation to enable the Joint Committee and the Councils to consider the pension implications of transferring staff in accordance with the principle that any deficit on the Fund arising from the break-up of PPP shall be attributable to each of the Councils in the Agreed Percentages (where the Services are outsourced) or attributable to the Councils based upon the transfer of staff back to them;

17.6.7 liabilities relating to the Services shall be, in the absence of specific agreed alternatives or provision in this Agreement, shared and/or borne by the Councils in accordance with the Agreed Percentages.

17.6.8 the Assets shall be dealt with in accordance with the provisions set out in 9.7.

18 CONSEQUENCES OF TERMINATION

18.1 All liabilities under Clause 20 shall survive the termination of this Agreement.

18.2 The Council which exercises its right to terminate under Clause 17.1 shall indemnify the other Councils against all Direct Losses (which the other parties shall take all reasonable steps to mitigate) arising out of such termination.

18.3 In the event of termination of this Agreement under Clause 17.2 any Direct Losses of the Councils arising out of such termination shall be borne by the Council that has committed the Fundamental Breach of this Agreement.

18.4 In the event of termination of this Agreement under Clause 17.2 any of the Councils shall also be at liberty to pursue all remedies available to them at law.

18.5 In the event of termination of this Agreement under Clause 17.3 each Council shall bear its own losses incurred by the other Council as a result of such termination.

18.6 In the event of termination of this Agreement under Clause 17.4 each Council shall bear its own losses, provided however that if the terminating Council has not entered into discussions in good faith with the other Councils and/or not use all reasonable endeavours to negotiate a solution with the other Councils, whereby the intent and purpose of this agreement may be fulfilled by another mechanism, the terminating Councils shall indemnify the other Councils against all Direct Losses (which the other Councils shall take all reasonable steps to mitigate) incurred by the other Councils as a result of such termination.

18.7 In the event of termination of this Agreement under Clause 17.5 any Direct Losses of West Berkshire and the other Council which has not reduced its payments under this Agreement arising out of such termination shall be borne by the Council which reduced its payments under the Agreement resulting in its termination under Clause 17.5.

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