

# Joint Administration agreement between the Liberal Democrat and Labour Groups

## 1 Introduction

This Agreement is to form an Administration for South Gloucestershire Council that reflects the broad non-Conservative majority within South Gloucestershire. The Liberal Democrat Group and the Labour Group are the Parties to this Administration.

This Administration is committed to a new way of discharging responsibilities and duties of South Gloucestershire Council. The Administration has a shared commitment to:

- Urgently address the twin challenges of the climate & nature emergency and the cost of living crisis, with due regard to future generations in all decision-making.
- Listen better and work with residents, stakeholders and councillors in decision making.
- Work collaboratively in the best interests of South Gloucestershire and its residents.
- Make decisions in a transparent and timely way and according to a clear set of principles based on promoting wellbeing, equality, social and climate justice.
- Prioritising the well-being of residents across the council area when approaching the issues and opportunities facing South Gloucestershire.

### 1.1 Listening better and involving local people

We shall institute a Governance Review to assess the decision making structures of the council, with the aim of operating in a more open and inclusive way with greater public participation.

Alongside reviewing Council-wide decision-making structures, the review will introduce Area Committees that will:

- Have devolved local decision making powers, where Ward Members make decisions on issues affecting their area
- Work with partners including town and parish councils, emergency services and other statutory bodies to address local issues and improve the local area.
- Involve local people throughout the decision making process.

### 1.2 Principles of decision making

In addition to The Nolan Principles of Behaviour in Public Life, the Administration will seek to promote equality, social and climate justice. Decisions will have regard to the impact on the young and future generations. We are committed to achieving equality of opportunity in employment and in accessing Council services. We will foster an inclusive culture free from discrimination and prejudice based on age, class, gender identity, sexuality, race, religion, or socio-economic circumstance.

### 1.3 Commitment to Shared Goals for the Benefit of South Gloucestershire

**The governing policy objectives of the administration are those shared in the manifestos of our two parties. In summary, we will seek to:**

1. Tackle the Climate and Nature Emergency. We will help more people insulate their homes, cutting their carbon footprint and their bills. Supporting innovation to build a greener economy.
2. Help residents with the cost-of-living crisis. We will offer support and advice to people and businesses, to help them cut their bills and grow the local economy.
3. Work with landlords to make rental properties warmer and cheaper for tenants to maintain.
4. Focus on improving the lives of children and families, including through delivery of the social care improvement plan.
5. Work with schools to address educational inequalities giving every child the best possible start in life and help schools reduce the impact of high energy bills on their finances.
6. Promote Age-friendly Communities and work with partners to update our Dementia strategy.
7. Develop an evidence-based Local Plan to protect South Gloucestershire from speculative development and from shouldering an unfair amount of new housing burden compared to the rest of the neighbouring local authorities in the region, focusing on zero carbon homes and ensuring good infrastructure is included in developments. We are committed to ensuring, through the planning system, that as many homes as legally possible are affordable and will lobby for national legislative planning changes to make affordable homes a reality.
8. Work with health partners and the Integrated Care Board to improve the range and scope of health care services available to local people across the district supporting the delivery of new and existing facilities across the health care estate, including further consideration of Thornbury health services, improving the range of services at Yate Minor Injuries Unit and Cossham Hospital, and additional community beds at the former Frenchay Hospital site.
9. Work with the West of England Combined Authority to create a bus service fit for the 21st century and improve the travel and transport network.

## 2 Working arrangements

### 2.1 Leadership Team

The Liberal Democrat Group will receive the Leadership of the Council, and the Labour Group will receive the Deputy Leadership (Co-Leadership) of the Council.

The Leader and Co-Leader will seek to work in close cooperation at all times and will undertake joint liaison meetings with officers (and other internal meetings) where appropriate.

The Leaders and Deputy Leaders of the 2 Political Groups will meet regularly to share information and build consensus on decision-making across the council.

For external communications - including policy announcements, media initiatives and external representations - the Leader and Co-Leader will, by mutual agreement, ensure fair representation for the Parties.

The Leader and Co-Leader will agree how best to act in concert as the representative voice of the Council with outside organisations - including Central Government, Local Authority Associations, West of England Combined Authority and Council partners - and positively promote the Council as a whole. The Leader and Co-Leader will work closely together to represent the Administration's leadership to the Senior Leadership Team (SLT).

As Chair and Vice-Chair respectively of the Cabinet, the Leader and Co-Leader will cooperate closely in undertaking the business of the Executive and jointly provide political leadership for the Cabinet in developing and delivering Council-wide strategy and good financial management.

The Cabinet aims to work together in a spirit of equal partnership, to ensure the administration is effective, coherent and stable. Both partners, and both political groups, accept joint responsibility to promote a positive and collaborative working culture.

Dispute resolution - The parties agree that they will work together to ensure that any minor disputes or misunderstandings that arise in the meaning or operation of this agreement, shall be resolved amicably by the Joint Group Leaders and/or Deputy Group Leaders.

## 2.2 West of England Combined Authority

The Leader of Council will represent South Gloucestershire Council on the West of England Combined Authority Committee (and the West of England Joint Committee) in the civic year 2023/24 (year 1 of the Administration).

The Co-Leader will represent South Gloucestershire Council in year 2 (civic year 2024/25) and the appointment will alternate thereafter.

The Council's Substitutes will change each year:

- When the Leader is the Council's representative the first substitute will be drawn from the Liberal Democrat Group and the second substitute is the Co-Leader.
- When the Co-Leader is the Council's representative first substitute will be drawn from the Labour Group and the second substitute is the Leader.

Both the Leader and Co-Leader will attend meetings to enable the Representative taking the seat to consult with them and this principle will extend to any meetings covered by appointed substitutes, such that both Groups are always in attendance at West of England Combined Authority meetings.

The Parties will produce a working agreement to ensure all decisions taken at the West of England Combined Authority by either the Leader or co-leader have been fully discussed with the other party. It is expected that decisions are made based on a transparent process including observance of the West of England Combined Authority Forward Plan requirements and proper scrutiny. If there are

late changes to papers then the Leader/Co-Leader (or their substitute) will use best endeavours to consult with each other before beginning to deal with that business, including calling for an adjournment if necessary.

The West of England Combined Authority Advisory Group representatives will reflect the Executive Member positions on the Council.

## 2.3 Appointments

Cabinet places will be distributed on a 5:4 basis between the Liberal Democrats and Labour parties as set out in Annex A. Each portfolio holder will have an identified lead member from the other party to assist with communication and policy development associated with that portfolio. Cabinet members from both parties are expected to communicate regularly with their respective opposite lead member and work collaboratively. Lead members will fully engage with Cabinet member officer briefings provided this does not compromise their ability to participate in other committees.

External appointments will be made by agreement between the two Parties. Any person appointed by South Gloucestershire council to an outside body including the West of England Combined Authority needs to act in the best interest of South Gloucestershire's residents (subject to any overarching legal duties owed to the outside body).

A member of the Liberal Democrat Group will Chair the Council for 2023/2024 with the Conservative Group being invited to Chair Council in 2024/25 and the Labour Group in 2025/26 and Liberal Democrat in 2026/27.

The Local Strategic Partnership will be chaired by the Leader of Council.

The Health and Wellbeing Board will be chaired by the Executive Member for Adults and Homes.

The Health Overview and Scrutiny Committee will be chaired by a member who does not hold an Executive portfolio and will be from the Group that does not hold the Adult and Housing Executive Portfolio.

The Safer Stronger Partnership will be chaired by the Executive Member for Communities and Local Place.

Other Committee Chairs and Vice-Chairs will be taken from both parties and will be shared by mutual agreement. The Chair will be a representative of one of the parties, with the Vice-Chair automatically being a representative of the other party to this agreement unless agreement is reached between the parties for an alternative format. (The Scrutiny Commission is not subject to this clause).

Chairs and Vice-Chairs will work together to ensure the smooth running of their respective committees, noting the quasi-judicial nature of some committees.

It is agreed that both parties will work to support the proper functioning of the Scrutiny Commission and will encourage the consideration by the Scrutiny Commission of policies to be set or reviewed by Cabinet. The opposition (Conservative) group leader will be invited to nominate a Chair and Vice Chair of Scrutiny Commission from their group.

## 2.4 Communications

Announcements—including news releases, response to interview requests—at Cabinet level will be made by Cabinet members according to subject area and in accordance with the Council’s Media Protocol.

The Council’s Media protocol will be updated so that ward members and the opposite Administration Lead Member will be invited to attend photo calls as well as the relevant Cabinet Member and the promotion of local MPs will be ended.

Relevant written communications will be agreed by the leaders of the Liberal Democrat and Labour groups (or an individual(s) nominated by them) and the opposite Lead Member before public release. Council communications will be reviewed in accordance with the Council’s Media Protocol in order to ensure a fair and proper representation of the work of the Council (subject to any statutory limitations).

## 2.5 Budget-making

A working group will be established by the Resources Cabinet Member, which will also include the Leader and Deputy Leader of the groups within the Administration and the Resources Lead Member. This working group will engage with officers in the preparation of the Council’s annual budget, with papers commonly shared with all members of the working group.

Group Leaders will be responsible for consulting with their groups throughout the process, before publication of the papers.

The Administration anticipates that the Budget Standing Group will continue as part of the Scrutiny arrangements, noting that this is a decision for the Scrutiny Commission.

## 2.6 Local Plan

The Administration will prepare an evidence based Local Plan for recommendation to Council which seeks to protect South Gloucestershire from speculative development and from being overwhelmed by Bristol’s unmet housing need, focusing on zero carbon homes and prioritising infrastructure first.

On the evidence currently available to us we do not consider it appropriate for South Gloucestershire to accept the Bristol housing overflow. We will take our final decision based on the full evidence when it is available.

We will set up a cross party Policy Advisory Group to ensure all members have an opportunity to feed into the Local Plan preparation process.

## 2.7 Election campaigning

Each party will retain its individual identity, with its own national and local policies.

Campaigning by the parties on national and ward issues, is outside the scope of this agreement.

Collective accountability with reference to cabinet and executive member decisions taken will be honoured.

## 2.8 Monitoring the operation of the Agreement

Periodic meetings of the Leaders and Deputy Leaders of both party groups will be convened to review the implementation of the agreement. Amendments to this Agreement will be made only by joint agreement of both parties.

This Agreement will be subject to six monthly reviews of how the agreement is working, with the first review commencing in December 2023.

## 2.9 Maintaining the spirit of the Agreement

All parties commit to act in good faith according to this Agreement; to maintain constructive dialogue, to be open to alternative views, to be open and inclusive in sharing information with each other and to ensure 'no surprises'.

Where there is genuine disagreement, expression of alternative viewpoints is accepted, without compromising the principles of this Agreement.

Occasional joint group meetings may be needed and will be convened by the Leader and the Co-Leader.

## 2.10 Termination of Agreement

Either party may withdraw from this agreement by giving one month's written notice to the other party.

Should either party breach the terms of this agreement then the other party may give written notice of immediate termination.

The agreement can be reviewed as part of the review process mentioned above.

## 3 Annex A: Cabinet

<b>Position</b>	<b>Party</b>
Leader	LD
Education, Skills, Employment and Business	Lab
Planning, Regeneration and Infrastructure	LD
Cost of Living, Equalities and Public Health	Lab
Climate and Nature Emergency	LD
Children and Young People	LD
Adults and Homes	LD

Resources	Lab
Communities and Local Place	Lab

#### 4 Annex B: Chairs

<b>Committee/Board/Partnership</b>	<b>Party</b>
Local Strategic Partnership	LD - Leader
Health and Wellbeing Board	LD – Executive Member for Adults and Homes
Safer Stronger Communities Partnership	Lab – Executive Member for Communities and Local Place
Health Scrutiny	Lab
Audit & Accounts	LD
Development Management Committee	LD
Spatial Sites Delivery Committee	Lab
Spatial Planning Committee	TBD by the committee (opposite Chair to that which referred it if available)
Regulatory	Lab
Licencing Sub	Rotating Chair from those attending
Standards Sub	TBD by the Committee
Public Rights of Way	LD
JCC	TBD by the Committee
Appointment and Employments Committee	TBD by the Committee