

CITY AND COUNTY OF SWANSEA

NOTICE OF MEETING

You are invited to attend a Meeting of the

CABINET

At: Council Chamber, Guildhall, Swansea

On: Thursday, 16 June 2016

Time: 11.00 am

Chair: Councillor Rob Stewart

Membership:

Councillors: M C Child, W Evans, R Francis-Davies, J E C Harris, D H Hopkins, A S Lewis, C E Lloyd, J A Raynor and C Richards

The use of Welsh is welcomed. If you wish to use Welsh please inform us by noon on the working day before the meeting.

AGENDA

1. **Apologies for Absence.**
2. **Disclosures of Personal and Prejudicial Interests.**
www.swansea.gov.uk/disclosuresofinterests
3. **Minutes.** 1 - 6
To approve & sign the Minutes of the previous meeting(s) as a correct record.
4. **Leader of the Council's Report(s).**
5. **Public Question Time.**
6. **Councillors' Question Time.**
7. **Scrutiny Report(s):**
8. **School Governance Scrutiny Inquiry (Response of Cabinet Member).** 7 - 21
9. **Pre-decision Scrutiny - Feedback on the Commissioning Review: Waste Management.**
Councillor C A Holley, Convenor of the Service Improvement and Finance Scrutiny Performance Panel will present feedback on pre-decision scrutiny.

10. Commissioning Review: Waste Management.	22 - 60
11. Western Bay Health and Social Care Programme - Regional Adoption Service Inter Authority Agreement.	61 - 132
12. Disposal of Surplus Land on School Sites - Olchfa Comprehensive School.	133 - 147
13. 21st Century Schools Programme - Purchase Order Variation to include Summer Programme of Works – Refurbishment and Remodelling of Pentrehafod School’s Existing Buildings.	148 - 153
14. Exclusion of the Public: -	154 - 157
15. Potential Disposal of Land The Old Library 17, West Street, Gorseinon.	158 - 164
16. Disposal of Surplus Land on School Sites - Site Valuations and Financial Details.	165
17. Contract Award Report - Tender for the Provision of Home to School Transport Services - Tender Reference Number: CCS/15/048 (SH 16-21).	166 - 173
18. Castle Square – Development and Public Realm Opportunity.	174 - 180
19. The Environment Centre, Pier Street, Swansea - New Lease Proposals.	181 - 206
20. Disposal of Dan Y Coed Training Centre, West Cross, Swansea.	207 - 212

Next Meeting: Thursday, 21 July 2016 at 4.00 pm



Patrick Arran
Head of Legal and Democratic Services
Tuesday, 7 June 2016

Contact: Democratic Services - Tel: (01792) 636923

CITY AND COUNTY OF SWANSEA

MINUTES OF THE MEETING OF CABINET

HELD AT COUNCIL CHAMBER, GUILDHALL, SWANSEA ON
THURSDAY, 21 APRIL 2016 AT 4.00 PM

PRESENT: Councillor Rob Stewart (Leader of the Council) presided

Councillor(s)	Councillor(s)	Councillor(s)
M C Child	J E C Harris	J A Raynor
W Evans	D H Hopkins	
R Francis-Davies	A S Lewis	

211. **APOLOGIES FOR ABSENCE.**

Apologies for absence were received from Councillors C E Lloyd and C Richards.

212. **DISCLOSURES OF PERSONAL AND PREJUDICIAL INTERESTS.**

In accordance with the Code of Conduct adopted by the City and County of Swansea, the following interests were declared:

- 1) Councillor E W Fitzgerald declared a Personal Interest in Minute 232 "Disposal of Former Civic Centre and Adjoining Land at Penllergaer";
- 2) Councillor R C Stewart declared a Personal Interest in Minute 233 "Proposed Disposal of Land Currently Leased by Birchgrove Rugby Football Club (RFC)".

213. **MINUTES.**

RESOLVED that the Minutes of the meeting(s) listed below be approved and signed as a correct record:

- 1) Cabinet held on 17 March 2016.

214. **LEADER OF THE COUNCIL'S REPORT(S).**

The Leader of the Council made no announcements.

215. **PUBLIC QUESTION TIME.**

A number of questions were asked by member(s) of the public. The relevant Cabinet Member responded. Those questions **not requiring** a written response are listed below:

- 1) Peter East asked the question relating to Minute 217 "Response to the Report of the Scrutiny Programme Committee - Review of the Gypsy Traveller Site Search Process".
- 2) Lyn Williams and Sid Lockear asked questions relating to Minute 221 "Review of School Music Service Arrangements".
- 3) Peter East asked the question relating to Minute 227 "UNESCO Learning City Conference 2017".

There were no questions **requiring** a written response.

216. **COUNCILLORS' QUESTION TIME.**

Councillor L James asked questions relating to Minute 221 "Review of School Music Service Arrangements".

The Leader of the Council and the Education Cabinet Member responded.

217. **RESPONSE TO THE REPORT OF THE SCRUTINY PROGRAMME COMMITTEE - REVIEW OF THE GYPSY TRAVELLER SITE SEARCH PROCESS.**

The Cabinet Member for Next Generation Services presented a report which outlined a response to the scrutiny recommendations and to present an action plan for agreement.

RESOLVED that:

- 1) A response and related action plan be provided at the next available meeting of Cabinet.

218. **UPDATE OF ASSET MANAGEMENT PLAN 2103/17.**

The Cabinet Member for Finance and Strategy presented a report which provided an update on progress to date with regards to the Corporate Asset Management Plan for the period 2013-2017.

RESOLVED that:

- 1) The identified actions be noted and endorsed.

219. **LOCAL AUTHORITY GOVERNOR APPOINTMENTS.**

The Cabinet Member for Education presented a report which sought approval of the nominations submitted to fill Local Authority (LA) Governor vacancies on School Governing Bodies.

RESOLVED that:

- 1) The following nominations be approved as recommended by the LA Governor Appointments Panel:

a)	Cwmglas Primary School	Mr Kevin Alexander
b)	Portmead Primary School	Mr Wynne Griffiths
c)	Birchgrove Comprehensive School	Councillor Penny M Matthews

220. UPDATE ON CONTROL OF VISITOR CAR PARKING AT THE CIVIC CENTRE.

The Cabinet Member for Finance and Strategy presented a report which provided an update on proposed arrangements for visitor parking at the Civic Centre and introduction of the previously agreed charging regime.

RESOLVED that:

- 1) The implementation of a Pay and Display system in the Civic Centre Car Park proceed.

221. REVIEW OF SCHOOL MUSIC SERVICE ARRANGEMENTS.

The Cabinet Member for Education presented a report which sought a decision following the joint consultation on a proposal with Neath Port Talbot County Borough Council to disaggregate the shared music service in Swansea to support Swansea schools from September 2016.

Councillor P M Meara, member of the Schools Scrutiny Performance Panel, presented the pre decision scrutiny report into the Music Service.

RESOLVED that:

- 1) The shared music service be disaggregated and a new music service in Swansea to support Swansea schools from 1 September 2016 be established.

222. DISABLED FACILITIES AND IMPROVEMENT GRANT PROGRAMME 2016/17.

The Cabinet Member for Next Generation Services presented a report which provided details of the Disabled Facilities and Improvement Grant Programme and sought approval to include schemes in the 2016-2017 Capital Programme.

RESOLVED that:

- 1) The Disabled Facilities and Improvement Grant Programme as detailed including its financial implications be approved and included in the 2016-2017 Capital Budget.

223. **FPR7 - CAPITAL ALLOCATION TO HIGHWAY INFRASTRUCTURE ASSETS 2016-17.**

The Cabinet Member for Finance and Strategy presented a report which confirmed the Capital Work Programmes for highway infrastructure assets.

RESOLVED that:

- 1) The proposed allocations together with the Financial Implications set out in Appendix A of the report be approved and included in the Capital Programme.

224. **BACKGROUND TO CHARGING POLICY (SOCIAL SERVICES) - PAYING FOR SOCIAL SERVICES UNDER THE SOCIAL SERVICES AND WELLBEING (WALES) ACT 2014.**

The Cabinet Member for Services for Adults and Vulnerable People presented a report which sought to introduce the Charging Policy (Social Services) and the reasons for the Policy.

RESOLVED that:

- 1) The Charging Policy be approved;
- 2) The List of Charges to be applied in 2016-2017 be agreed.

225. **REVIEW OF THE CITY CENTRE CUMULATIVE IMPACT POLICY.**

The Cabinet Member for Enterprise Development and Regeneration presented a report which sought agreement for the draft of the revised Cumulative Impact Policy / Special Policy (CIP) contained within the Council's Statement of Policy for Licensing to be issued for consultation.

RESOLVED that:

- 1) The proposed amendment to the City Centre Cumulative Impact Policy be agreed and issued for consultation.

226. **FPR7 - LOCAL TRANSPORT FUND GRANT 2016-2017.**

The Cabinet Member for Environment and Transportation presented a report which confirmed the bid for Local Transport Fund (LTF) Grant and sought approval for expenditure on the proposed schemes and projects in 2016-2017.

RESOLVED that:

- 1) The Local Transport Fund schemes, together with their financial implications be approved.

227. **UNESCO LEARNING CITY CONFERENCE 2017.**

The Cabinet Member for Transformation and Performance presented a report which sought approval to underwrite the costs of the proposed United Nations Educational, Scientific and Cultural Organisation (UNESCO) Learning City 2017 Conference to enable the Swansea Bay City Region to submit a bid to be the host City.

RESOLVED that:

- 1) The underwriting of the potential conference costs to enable a bid to be submitted to become the host city of this international conference be approved;
- 2) Officers be delegated power to work with other partners to submit the bid to host the conference;
- 3) Officers be delegated power to seek sponsorship and grant support to reduce the financial liability to the Council.

228. **EXCLUSION OF THE PUBLIC.**

Cabinet were requested to exclude the public from the meeting during consideration of the item(s) of business identified in the recommendations to the report(s) on the grounds that it / they involve the likely disclosure of exempt information as set out in the exclusion paragraph of Schedule 12A of the Local Government Act 1972, as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007 relevant to the items of business set out in the report(s).

Cabinet considered the Public Interest Test in deciding whether to exclude the public from the meeting for the item of business where the Public Interest Test was relevant as set out in the report.

RESOLVED that the public be excluded for the following item(s) of business.

(CLOSED SESSION)

229. **COUNCILLORS' QUESTION TIME**

Councillors E W Fitzgerald and P M Meara asked questions relating to Minute 232 "Disposal of Former Civic Centre and Adjoining Land at Penllergaer".

The Enterprise, Development and Regeneration Cabinet Member responded.

230. **CYNYDD PROJECT - EUROPEAN SOCIAL FUND (ESF) GRANT ACCEPTANCE.**

The Cabinet Members for Education and Enterprise, Development & Regeneration jointly submitted a report which sought approval to participate in the Cynnydd project and to see through the necessary stages to implementation.

RESOLVED that the recommendation as set out in the report be approved.

231. **DEPOT RATIONALISATION PROJECT.**

The Cabinet Member for Finance and Strategy submitted a report which sought approval for the acquisition of property interests to enable progress of the rationalisation project and the release of more valuable assets and facilitation of greater efficiency.

RESOLVED that the recommendation as set out in the report be approved.

232. **DISPOSAL OF FORMER CIVIC CENTRE AND ADJOINING LAND AT PENLLERGAER.**

The Cabinet Member for Finance and Strategy submitted a report which considered options for disposal.

RESOLVED that the recommendation as set out in the report be approved.

233. **PROPOSED DISPOSAL OF LAND CURRENTLY LEASED BY BIRCHGROVE RUGBY FOOTBALL CLUB (RFC).**

The Cabinet Member for Wellbeing and Healthy City submitted a report which sought approval to negotiate and agree disposal to Birchgrove RFC of the freehold or leasehold interest in the land currently leased to the club.

RESOLVED that the recommendation as set out in the report be approved.

The meeting ended at 5.17 pm

Published on: 22 April 2016

CHAIR

Report of the Cabinet Member for Education

Cabinet – 16 June 2016

RESPONSE TO THE REPORT OF THE SCHOOL GOVERNANCE SCRUTINY INQUIRY PANEL

Purpose:	To outline a response to the scrutiny recommendations and to present an action plan for agreement.
Policy Framework:	None
Reason for Decision:	To comply with the requirements of the Council Constitution.
Consultation:	Legal Services, Financial Services
Recommendation(s):	It is recommended that: 1) The response as outlined in the report and related action plan be agreed.
Report Author:	Lindsay Harvey
Finance Officer:	Pini Patel
Legal Officer:	Stephanie Williams
Access to Services Officer:	Sherill Hopkins

1.0 Introduction

1.1 The final inquiry report was agreed by the Scrutiny Programme Committee on 11 January 2016 and presented to Cabinet 17 March 2016

The link to the scrutiny report is provided at **Appendix A**.

1.2 Having considered the contents of the scrutiny report, and specific recommendations made, advice to Cabinet on whether it should agree, or not agree, with each recommendation is detailed in this report.

1.3 Cabinet is also asked to consider, for each of the responses, any relevant policy commitments and any other relevant activity.

2.0 Response to Scrutiny Recommendations

Recommendation 1 For Cabinet

Develop a council wide mechanism for filling the skills gaps identified by governing bodies either through, transfers, swaps or by matching new governors with particular skills and experience

<p>Relevant Policy Commitments:</p> <p>Encourage greater collaboration between schools. (ref: 6.6)</p> <p>Introduce an ambitious, rigorous and supportive school performance framework. (ref: 6.6)</p>
<p>Action already being undertaken:</p> <p>Many Governing Bodies are familiar with the completing skills audit forms to help identify skill gaps or governing bodies. Schools who have completed the Bronze Quality Mark have successfully implemented this self-evaluation process.</p> <p>The new Governors Wales self-evaluation tool – that replaces the Bronze Quality Mark, is now available and is being distributed to Swansea school governing bodies upon request and as needs are identified by Challenge Advisers.</p>
<p>New actions following from the recommendation:</p> <p>The Governor Unit plans to issue the self-evaluation toolkit for schools to help identify gaps.</p>
<p>Cabinet Member Comments: The Council is only responsible for the appointment of local authority governors.</p> <p>The Welsh Government has plans to review the stakeholder model of school governance.</p>
<p>Recommendation is NOT AGREED</p>

<p>Recommendation 2</p>
<p>Produce a mini booklet for governors that provides a simple guide to their role</p>
<p>Relevant Policy Commitments:</p> <p>Encourage greater collaboration between schools. (ref: 6.6)</p> <p>Introduce an ambitious, rigorous and supportive school performance framework. (ref: 6.6)</p>
<p>Action already being undertaken:</p> <p>Education through Regional Working (ERW) has devised a booklet which is already on the ERW website.</p>
<p>New actions following from the recommendation:</p> <p>A copy of the ERW booklet will be put onto the City and County of Swansea website section for Governor Support.</p>
<p>Cabinet Member Comments:</p> <p>Recommendation is AGREED</p>
<p></p>

Recommendation 3
Undertake a review of information provided to school governors with ERW, Estyn and Governors Wales with a view to ensuring a shared approach that avoids duplication
Relevant Policy Commitments: Encourage greater collaboration between schools. (ref: 6.6) Introduce an ambitious, rigorous and supportive school performance framework. (ref: 6.6)
Action already being undertaken: ERW are already undertaking a review - Swansea has participated in this review Governors Wales are undertaking a review which is a result of the Welsh Government Review of Governors Wales. Swansea has developed a School on a Page evaluation that provides a snapshot of each school.
New actions following from the recommendation:
Cabinet Member Comments: Query Estyn involvement? Estyn do not provide information specifically for governors.
Recommendation is ACTION ALREADY IN PLACE
Recommendation 4
Provide a standard data template to head teachers and encourage them to use it
Relevant Policy Commitments: Encourage greater collaboration between schools. (ref: 6.6) Introduce an ambitious, rigorous and supportive school performance framework. (ref: 6.6)
Action already being undertaken: ERW data packs are already in place. ERW has also drawn up a sample headteacher report which is on the City and County of Swansea website support for governors section and is available to headteachers. Challenge Advisers recommend using this template when meeting with headteachers as considered appropriate. A range of other ERW standardised documents are available on ERW website and there is a link from the City and County of Swansea Support for Governors website to the ERW website.
New actions following from the recommendation:
Cabinet Member Comments: It is for the governing body to ensure that all governors are confident in understanding the way in which data

is presented.
Recommendation is ACTION ALREADY IN PLACE
Recommendation 5
Work with Estyn to provide information about all training opportunities for governors in one place
Relevant Policy Commitments: Encourage greater collaboration between schools. (ref: 6.6) Introduce an ambitious, rigorous and supportive school performance framework. (ref: 6.6)
Action already being undertaken: Information about all governor training for Swansea and the other 5 ERW local authorities is already on ERW website. There is a direct link on the City and County of Swansea support for governors website to the ERW website.
New actions following from the recommendation:
Cabinet Member Comments: Should this be ERW not Estyn?
Recommendation is NOT AGREED
Recommendation 6
Move from civic centre based training provision to a flexible model that combines, whole governing body, cluster school and e-learning
Relevant Policy Commitments: Encourage greater collaboration between schools. (ref: 6.6) Introduce an ambitious, rigorous and supportive school performance framework. (ref: 6.6)
Action already being undertaken: A flexible governor training package is already in place. Governor training has been delivered at various school venues in past years although there is no indication that attendance is any higher when delivered from other venues or at the Civic Centre. Challenge Advisers identify governor training during core visits. Monthly meeting with Head of School Support and Challenge Adviser with responsibility for school governance to identify training for specific schools and clusters.
New actions following from the recommendation:
Cabinet Member Comments:
Recommendation is ACTION ALREADY IN PLACE

Recommendation 7
Develop an on-line learning log that governors can use to self-manage their training and development
Relevant Policy Commitments: Encourage greater collaboration between schools. (ref: 6.6) Introduce an ambitious, rigorous and supportive school performance framework. (ref: 6.6)
Action already being undertaken: The Governor Support Unit provides an up-to-date list of governors who have attended training at the start of each new academic year.
New actions following from the recommendation: It is hoped to develop an electronic spreadsheet to include a training audit for governors to complete that can be accessed by the Governor Unit.
Cabinet Member Comments: Depends upon funds available to upgrade IT.
Recommendation is AGREED
Recommendation 8
Consider how the mandatory new governor training might help governors to think about the self-management of their training and development
Relevant Policy Commitments: Encourage greater collaboration between schools. (ref: 6.6) Introduce an ambitious, rigorous and supportive school performance framework. (ref: 6.6)
Action already being undertaken: The Governor Support Unit targets new governors, new chairs of governors and new clerks to governors to ensure they attend mandatory governor training within the specified time period. Good practice recommendation that all governing bodies include an agenda item on governor training at each governing body meeting.
New actions following from the recommendation: Plans to develop the electronic spreadsheet (see Recommendation 7 above) will support governors to self-manage their training and development. Copies of the new spreadsheet will be included in Governor Training Packs
Cabinet Member Comments: Any issues not covered above
Recommendation is AGREED

Recommendation 9
Build the involvement of all governors into the Autumn Core Visits
Relevant Policy Commitments: Encourage greater collaboration between schools. (ref: 6.6) Introduce an ambitious, rigorous and supportive school performance framework. (ref: 6.6)
For red and amber schools the Challenge Advisors attend the full governing body meetings and presents/speaks to governors.
New actions following from the recommendation: Plan to deliver governor training sessions to raise awareness about the autumn core visit for governors to improve understanding of the process and their role.
Cabinet Member Comments: The governing body must satisfy themselves that the report is presented to the governing body at the next meeting.
Recommendation is NOT AGREED
Recommendation 10
Undertake a campaign to promote the role of governors targeted at private sector employers and partners in the public and third sector
Relevant Policy Commitments: Encourage greater collaboration between schools. (ref: 6.6) Introduce an ambitious, rigorous and supportive school performance framework. (ref: 6.6)
Action already being undertaken: Welsh Government plan to undertake a campaign to target governors from the private sector and employees from the public sector.
New actions following from the recommendation: City and County of Swansea will dove-tail this campaign and run a local campaign in conjunction with the national campaign.
Cabinet Member Comments:
Recommendation is PARTLY AGREED
Recommendation 11
Write to the chair of governors and head teacher of each school to promote the good practice points included in this report (listed in APPENDIX A)
Relevant Policy Commitments: Encourage greater collaboration between schools. (ref: 6.6) Introduce an ambitious, rigorous and supportive school performance

framework. (ref: 6.6)
Action already being undertaken:
New actions following from the recommendation: Governor Support Unit to send letters to headteachers and chairs identifying good practice identified by Challenge Advisers and Estyn inspection reports. Information to be included in the newsletter also.
Cabinet Member Comments:
Recommendation is AGREED
Recommendation 12
Write to every school governor thanking them for their work on behalf of the Council and highlighting the list of 'what every school governor should expect' (listed at Appendix B)
Relevant Policy Commitments: Encourage greater collaboration between schools. (ref: 6.6) Introduce an ambitious, rigorous and supportive school performance framework. (ref: 6.6)
Action already being undertaken:
New actions following from the recommendation: Letter of thanks to go to governors and headteachers after the Conference Write to clerk of governing bodies to include the letter as item of correspondence on the agenda for next governing body meeting.
Cabinet Member Comments:
Recommendation is AGREED
Recommendation 13
Take additional steps to publicise the good work being done by governors and governing bodies
Relevant Policy Commitments: Encourage greater collaboration between schools. (ref: 6.6) Introduce an ambitious, rigorous and supportive school performance framework. (ref: 6.6)
Action already being undertaken: Swansea has participated in the Governors Wales working group set up to draw up a Governors Self-evaluation toolkit which will replace the Governors Wales Bronze Award scheme.
New actions following from the recommendation: Include information in Governors Newsletter. Include booklet news in newsletter.

Governors newsletter to be issued twice annually.
Cabinet Member Comments:
Recommendation is AGREED
Recommendation 14
Simplify the information on the Council website about school governors which should provide links to the Governors Wales website for all general information
Relevant Policy Commitments:
Encourage greater collaboration between schools. (ref: 6.6)
Introduce an ambitious, rigorous and supportive school performance framework. (ref: 6.6)
Action already being undertaken:
New actions following from the recommendation:
Governors Unit to review Council Website.
Links on the website to be checked
Check link to the ERW website
Cabinet Member Comments:
Recommendation is PARTLY AGREED
Recommendation 15
Remind all schools that whole governing body and cluster school training can be arranged on request
Relevant Policy Commitments:
Encourage greater collaboration between schools. (ref: 6.6)
Introduce an ambitious, rigorous and supportive school performance framework. (ref: 6.6)
Action already being undertaken:
Governor training is already offered at alternative school venues and information is already included in the training programme.
Complaints training recently delivered at St. David's for the Governing bodies and other governors also attended this session.
Individual school Estyn reports checked and package of support for governors put in place when governing body concerns raised.
New actions following from the recommendation:
Cabinet Member Comments:
Recommendation is ACTIONS ALREADY IN PLACE
Recommendation 16
Hold a seminar for LA appointed governors to explore their role in

sharing good practice
Relevant Policy Commitments: Encourage greater collaboration between schools. (ref: 6.6) Introduce an ambitious, rigorous and supportive school performance framework. (ref: 6.6)
Action already being undertaken:
New actions following from the recommendation:
Cabinet Member Comments: The Governor Unit could not offer a Governing Body remit for LA Governors only as the stakeholder model of school governance requires all governors to be treated equally. Offering a seminar for LA governors only would be seen as favouring LA governors over other governors.
Recommendation is NOT AGREED

2.1 An action plan for the agreed recommendations is attached as **Appendix B**.

3.0 Equality and Engagement Implications

3.1 Recommendations in the report will be subject to the standard corporate Equality Impact Assessment screening process and, where appropriate, a full EIA report will be produced for any individual instance, before a final decision on implementation.

4.0 Legal Implications

4.1 There are no specific legal implications arising from this report

5.0 Financial Implications

5.1 Recommendation 7 - it is hoped to develop an electronic spreadsheet to include a training audit for governors to complete that can be accessed by the Governor Unit will be dependent upon identified funding to upgrade the current system.

Background Papers: None.

Appendices:

Appendix A – Original Scrutiny Inquiry Report
<http://www.swansea.gov.uk/article/23059/A-very-challenging-role-How-can-the-Council-ensure-that-school-governors-provide-effective-challenge-for-their-schools-January-2016>

Appendix B – Proposed Cabinet Action Plan

Scrutiny Inquiry of School Governance Scrutiny Inquiry Panel Cabinet Action Plan

Recommendation		Action already being undertaken	New Action Proposed	Timescale	Responsible Officer
1	Long term challenges Develop a Council wide mechanism for filling the skills gaps identified by governing Bodies either through, transfers, swaps or by matching new governors with particular skills and experience		Governing Bodies to undertake a self evaluation process including Governors skills audit in the first instance.	July 2017	K Thomas
			The Governor Unit to issue the skills for schools to support them to identify gaps.	July 2017	K Thomas
2	Medium Term Improvements Produce a mini booklet for governors that provides a simple guide to their role Concern about the management of all governors participating annually Suggest two Governors can be invited to the Autumn Core Visit.	ERW has completed a mini booklet that is on the ERW website	To be put onto Swansea website	Sept 2016	K Thomas
			To be included in the newsletter	Dec 2016	K Thomas
3	Undertake a review of information provided to school governors with ERW, ESTYN and Governors Wales with a view to ensuring a shared approach that avoids duplication.	ERW are already undertaking a review - Swansea has participated in this review Governors Wales are undertaking a review which is a result of WG Review of Governors Wales. Swansea have developed a School on a Page evaluation		Sept 2016	ERW
				May 2016	Governors Wales
				July 2016	S Pascoe

4	Provide a standard data template to head teachers and encourage them to use it	<p>ERW data packs already in place</p> <p>ERW sample Head teacher report already in place</p> <p>ERW template for Autumn Core Visit already in place.</p> <p>A range of standardised documents are available.</p>			All actions complete
5	Work with Estyn to provide information about all training opportunities for Governors in one place	Information about all training is already on ERW website.			Action complete
6	Move from civic centre based training provision to flexible model that combines, whole governing body, cluster school and e-learning	<p>Flexible governor training package already in place.</p> <p>Challenge Advisers identify governor training during core visits.</p> <p>Monthly meeting with Head of School Support and Challenge Adviser with responsibility for school governance to identify training for specific schools and clusters.</p>			<p>Action complete</p> <p>On-going</p> <p>On-going</p>
7	Develop an online learning log that governors can use to self-manage their training and development.		Develop an electronic spreadsheet to include a staff audit for governors to complete and can be provided to the Governor Unit.	Dec 2016	K Thomas

8	Consider how the mandatory new Governor training might help governors to think about the self management of their training and development	<p>The Governor Support Unit targets new governors, new chairs of governors and new clerks to governors to ensure they attend mandatory governor training within the specified time period.</p> <p>Good practice recommendation that all governing bodies include an agenda item on governor training at each governing body meeting.</p>	<p>Plans to develop the electronic spreadsheet (see Recommendation 7 above) will support governors to self manage their training and development.</p> <p>Copies of the new spreadsheet will be included in Governor Training Packs</p>	Sept 2016	<p>K Thomas</p> <p>K Phillips</p>
9	Build the involvement of all governors into the Autumn Core Visits	For red and amber schools the Challenge Advisors attends the full governing body meetings and presents/speaks to governors.	Plans to deliver governor training sessions to improve understanding of autumn core visit and the role of governors in this process.	Sept 2016	<p>Action Complete</p> <p>K Phillips</p>
10	Undertake a campaign to promote the role of governors targeted at private sector employees and partners in the public and third sector.	Welsh Government are undertaking a campaign to target Governors from the private sector and employees from the public sector.	CCoS will dove-tail this campaign and run a local campaign in conjunction with the national campaign	Dec 2016	<p>Welsh Government</p> <p>K Phillips</p>
11	Write to Chair of Governors and Head Teacher of each school to promote the good practice points included in this report (Appendix A)		Governor Support Unit to send letters to headteachers, chairs identifying good practice identified by Challenge Advisers and Estyn	Dec 2016	K Phillips

			inspection reports. Information to be included in the newsletter also		
12	Write to every School Governor thanking them for their work on behalf of the Council and highlighting the list of 'what every school Governor should expect ' (Appendix B)		Letter of thanks to go to governors and headteachers after the Conference Write to clerks of governing bodies to ask them to include the letter as item of correspondence on agenda for next governing body meeting. Include Appendix B in newsletter to governors.	Sept 2016	K Phillips
13	Take additional steps to publicise the good work being done by Governors and Governing Bodies.		Include information in Governors Newsletter. Include booklet news in newsletter. Governors newsletter to be issued twice annually. KP (Swansea) influenced the agenda in Wales and participated in Governors Wales self evaluation.	Dec 2016 Dec 2016 June 2017	K Phillips K Phillips Actions completed – K Phillips

13. Cont.	Take additional steps to publicise the good work being done by Governors and Governing Bodies.		Schools that have signed up to Governors Wales self evaluation. Raise awareness to Estyn reports that have highlighted good practice of Governing Bodies, the newsletter and at Clerks Forum meetings.	On going Sept 2016 May 2016	K Phillips K Phillips K Phillips
14	Simplify the information on the Council website about School Governors which should provide links to Governors Wales for all general information.		Governors Unit to review Council Website. Links to be checked Check ERW website	Sept 2016 Sept 2016 Sept 2016	K Phillips K Phillips H. M. Rees
15	Remind all schools that whole Governing Body and Cluster School training can be arranged on request	Information is already included in the training programme. Complaints training being advertised at St. David's for the Governing bodies also. Individual school Estyn reports checked and package of support for governors put in place when governing body concerns raised.		On going April 2016	K Phillips K Phillips K Thomas
16	Hold a seminar for LA appointed Governors to explore their role in sharing good practice	The Governor Unit could not offer a Governing Body remit for LA Governors only.			

Agenda Item 10.

Report of the Cabinet Member for Environment & Transportation

Cabinet - 16 June 2016

COMMISSIONING REVIEW: WASTE MANAGEMENT

Purpose:	This report outlines the background to the Waste Management Commissioning Review and sets out the findings and recommendations from the review.
Policy Framework:	<i>Sustainable Swansea – fit for the future</i>
Reason for Decision:	Approval is sought to proceed with implementation of the recommendations.
Consultation:	Cabinet Members Executive Board Legal, Finance and Access to Services
Recommendation(s):	That: 1) the high level Integrated Approach to Prevention Strategy detailed in Section 4.3 is agreed as a principle. 2) the recommendations 1 to 8 detailed in Section 8.0 as measures to improve performance, make the service more robust , and make savings, are appropriate to take forward to implementation pending relevant consultation.
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Finance Officer:	Paul Roach
Legal Officer:	Tracey Meredith
Access to Services Officer:	Phil Couch



Commissioning Review Option Appraisal Report Waste Management Service

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1.0 PURPOSE OF REPORT

- 1.1** This report has been produced following the approval by BPRG at Gateway 2 to proceed onto Stages 3&4 of the Commissioning Review process. Its purpose is to inform and seek support on the approach and recommendations to deliver the most viable future service option.

2.0 THE REVIEW SO FAR

2.1 Scope

The Scope of services to be included within the Waste Management Commissioning review was set out in Stage 2 of the process and consists of:-

- Recycling and residual waste collections.
- Household Waste Recycling Centres (HWRC's).
- Baling Plant operations.
- Waste Disposal (Excluding Tir John Landfill Site).
- Education.
- Enforcement.
- Commercial waste services.

2.2 Outcomes

The outcomes identified at Stage 2 consisted of:-

- A. The provision of statutory residual waste/recycling collection services and HWRCs.
- B. Ensure services provide best value for money, taking into account financial impacts of Welsh Government recycling/landfill targets.
- C. Minimise the tonnage of residual waste being sent to landfill and Energy from Waste.
- D. Optimise the use of regional working to seek best value for money.

2.3 Emerging Key Issues From Stage 2

The emerging key issues identified at Stage 2 of the review were:-

- Optimising fleet.
- Minimising waste generated.
- Optimising other resources.
- Collaborative change programme.
- Recycling targets.
- Refresh recycling strategies with costs/benefits.

2.4 Towards Zero Waste

Towards Zero Waste (TZW) is an overarching waste strategy document published by Welsh Government which sets out a long term framework for resource efficiency and waste management between now and 2050. TZW is supported by a number of other documents including Waste Sector Plans and a Collections Blueprint which set out how the strategy will be delivered.

Article 3 of the revised Waste Framework Directive, which is the primary legislation governing waste management, sets out a 'Hierarchy' which details the preferred order in which waste should be treated. It broadly states that waste should be:-

1. Reduced
2. Reused/Prepared for Re-Use
3. Recycled
4. Disposed

Waste reduction is a key aim of the Welsh Governments 'Towards Zero Waste' strategy. Whilst waste reduction forms a key element of this review the main focus at the present time is on creating opportunities to engender a stepped change in residents and businesses attitudes to recycling.

3.0 STAGE 3 – SERVICE COMPARISON

As part of the review process a service comparison stage has been completed to compare the current service models, costs, outputs and performance with others. Areas which have been assessed cover:-

1. What other service providers do to deliver outcomes?
2. Identify examples of good practice.
3. What innovation is there in service design and delivery in this area?
4. What evidence from case studies research and user feedback from elsewhere tell us?
5. How does the current service model compare with similar Councils?

Further information can be found in Appendix A.

3.1 Key Findings and Summary

In 2013/14 the City and County of Swansea were the 6th most cost effective Authority in Wales at providing waste management services (Indications for 2014/15 show that the Authority are now 4th most cost effective).

- The Authority is 10th in the league table for Wales for recycling performance. This figure is up from 20th in 2012/13 and 18th in 2013/14. The Authority outperforms most Authorities of a similar size and nature in England with specific comparison made against Barnsley, Calderdale, South Gloucestershire and York. The City and County of Swansea has been one of the most improved authorities in Wales, which is even more remarkable considering the significant dis-benefits of two large universities with their transient student population, high level of flats with communal collection points, and large commercial sector which traditionally has a lower recycling performance.

- The Authority is only one of only three in Wales operating a bi-weekly collection of dry recyclates. The other 19 authorities provide weekly collection of recyclables, through comingled, kerbside sort, or twin stream collection systems. Our recycling performance demonstrates that our bi-weekly system is as effective as a weekly system, and is more cost effective.
- The Authority is, in comparison to some high performing Authorities in Wales, sending a smaller percentage of its residual waste to an Energy from Waste (EFW) plant. Some LAs are benefitting from significant amounts of bottom ash generated by the EFW process being recycled. The main reason for the high level of use of landfill as a disposal option relates to the fact that the Authority owns its own landfill site and has contractual/financial obligations to deposit certain tonnages of waste until 2020. After this date the Authority can reconsider its options and utilise a disposal option which offers best value and helps meet its recycling targets.
- A recent waste analysis undertaken of the black bag waste currently being presented for collection showed that 65.3% could be recycled either at the kerbside using existing services, or at the HWRCs. Approximately 25% of the waste in black bags is food. Full details of the waste analysis are available in Appendix B
- Examples of good practice identified have been detailed and evaluated in section 5 of this report

3.2 Conclusion

The Authority provides cost effective, high performing waste services. The review has identified numerous examples of good practice, which if implemented in a structured coordinated manner will enable the Authority to:-

- Accelerate the ongoing improvement in its performance.
- Meet statutory recycling targets.
- Provide efficiency savings.
- Reduce its disposal costs.
- Tackle growing service pressures e.g. life expired vehicles.

4.0 KEY ISSUES GOING FORWARD

4.1 Key factors that need to be considered.

When evaluating the desired outcomes and key factors that need to be addressed as part of the review it became clear that the review needed to take account of:-

Reducing internal budgets

- Indicative 50% reduction across Place Directorate.
- £572K already removed from Waste for 2016/17 in relation to anticipated savings through the Commissioning Review.

Reducing external budgets

- £303K reduction in WG grant for 2016/17. Down from £4.638 Million in 2015/16 to £4.335 Million in 2016/17, a reduction of 6.4%. This is in addition to cut of £150k in 2014/15.
- Similar anticipated year on year reductions.

Budget Pressures

- Fleet renewal £559k as a revenue implication.
- Increasing Landfill Tax. (Currently at £82.60/T)
- Reducing reliance on agency staff.

Additional Unallocated Budget Reductions

- Senior Staff Review.
- Modernising Business Support.
- Income and Charging.
- Third Party Spend.
- Depot Review.

Welsh Government Statutory Recycling Targets

2013/14 – 52%

2015/16 – 58%

2019/20 – 64%

2024/25 – 70%

Failure to hit these targets could result in year on year fines of approximately £250k for each 1% the target is missed by.






Operational Issues

- Increasing recycling targets.
- An ageing collection fleet.
- Uncertainties around Local Government Re-organisation.
- An overreliance on Agency workers.
- Unstable, falling income from the sale of recyclate.
- Rising tonnages of Municipal Waste.

Waste Disposal/Landfill Tax

In 2014/15 the Authority spent over £5.8 Million on waste disposal over £3.78 Million was on landfill tax. This equates to over £14,500 for each working day. Recent analysis of the black bag waste identified that 54.9% of this material could have been recycled using existing kerbside recycling services offered by the Authority. The current rate of landfill tax is £82.60 Per tonne.

4.2 High level outcomes that need to be achieved

- Recycling performance Up 
- Cost of service Down 
- Robustness of service Up 
- Service Delivery 
- Community Engagement Up 

4.3 The Strategy Going Forward - An Integrated Approach to Prevention

Following the introduction of numerous recycling initiatives the residents and businesses of Swansea are recycling more than ever (Over 56% in 2014/15). However large quantities of recyclable materials are still being either placed out for collection at the kerbside or deposited in residual skips at the HWRCs.

After reducing the amount of waste produced in the first place, the key aim is to then divert this recyclable material, currently in the black bags, away from landfill and into the recycling streams thus reducing the amount of Landfill Tax the Authority pays. Reducing this figure would enable the resources to be utilised on the provision of services, resolving operational issues and meeting budgetary pressures. Increasing the recycling performance is becoming more difficult with each percentage point gained being more difficult than the last.

To ensure we continue to meet our statutory targets a significant integrated action plan is required to achieve a step change in behaviour at both the kerbside and the HWRCs. It is essential that any plan developed to meet the desired outcomes needs to ensure that, where practical and appropriate, the key priorities and goals of the Wellbeing of Future Generations (WFG) Act are major considerations in each step of the process.

The main goals include:-

- A prosperous Wales
- A resilient Wales
- A healthier Wales
- A more equal Wales
- A Wales of cohesive communities
- A Wales of vibrant culture and thriving Welsh language
- A globally responsible Wales

The continued review and improvement of the activities detailed will ensure that the Authority strives to meet the seven goals set out in the Act and ensure that in

providing the services try delivery approaches are in keeping with the WFG governance principles of:

- **Thinking for the long term:** Balancing the pressure to take action in the short term to address current issues with the need to address the long-term needs of Wales.
- **Taking an integrated approach:** Considering the three aspects of well-being (economic, social and environmental) and how the well-being objectives impact upon each other and in turn the objectives of other public bodies.
- **Taking a preventative approach:** Using resources to take action now in order to prevent problems occurring or getting worse.
- **Collaborating:** Working with other public bodies (or parts of the same body) to assist in the achievement of objectives.
- **Involvement:** Involving the people or communities whose well-being is being considered, engaging them in finding sustainable solutions.

An Integrated Approach Towards:

TOWARDS ZERO WASTE FOR SWANSEA

We need Residents and Businesses to:

REDUCE FOR SWANSEA

RE-USE FOR SWANSEA

RECYCLE FOR SWANSEA

COMPOST FOR SWANSEA

SORT FOR SWANSEA

To deliver the high level outcomes that need to be achieved it is essential that the services under scope in the review are looked at in an integrated manner. Whilst waste disposal was identified as a separate area under the scope, it quickly became clear that reducing the amount of waste the Authority send for disposal is key to:-

a) Maximising financial savings.

b) Helping the Authority meet its recycling targets and avoid potential fines.

As such it was decided to group the kerbside collection of residual household waste, the kerbside collection of recycling, the provision of HWRCs and the operations undertaken at the Baling Plant into one cluster for the purpose of the review and when considering the options for who the services are best provided by. This would enable the development of a structured plan to further restrict the amount of residual waste residents can place at the kerbside, whilst also introducing restrictions on the deposit of waste at HWRCs. These actions when taken together should have a significant impact in reducing the amount we spend on disposal and Landfill Tax and also a corresponding increase in our recycling performance.

5.0 SERVICE REVIEWS

Due to the interdependencies required for the proposed service changes to be effective, it was decided that the services be grouped in to clusters for consideration. The clusters comprised of:-

Cluster 1 Waste Strategy, Education and Enforcement

**Cluster 2 Household Waste Recycling Centres (HWRCs)
Kerbside Residual Waste Collections
Kerbside Recycling Collections
Baling Plant Operations**

Cluster 3 Commercial Waste Collections

Cluster 4 Re-Use facilities

Each service was reviewed in terms of:-

- What it currently provides.
- Good practice identified.
- Options evaluated.
- Key findings of the options evaluated.
- Services changes proposed.
- The anticipated impact of the proposed changes.
- Main risks

5.1 CLUSTER 1 - WASTE STRATEGY, EDUCATION AND ENFORCEMENT

The main functions currently undertaken by the team include:-

- Develop and maintain the waste strategy to enable the Authority to comply with various legislative requirements and meet statutory targets.
- Lobbying Welsh Government to introduce further legislative powers and waste prevention initiatives.
- Ensure that the Authority's main priorities are being addressed in services provided.
- Manage and monitor budget.
- Ensure applications, conditions and claims for grant funding submitted are met.
- Provision of statutory statistical returns.
- Ensure value for money is being achieved.
- Provide effective Enforcement in relation to waste legislation, waste collection, and the implementation of new initiatives, particularly around waste prevention.
- Provide effective Education and Communication strategies on all waste related matters, particularly around waste prevention.

5.1.1 Good Practice Identified/ Options Evaluated

- Regional/national working.
- Collaborative working.

- Sharing good practice.
- Effective communication and education campaigns.
- Flexibility.
- Community engagement.

5.1.2 Key Findings of the Options Evaluated

- The Authority is participating in regional working in relation to the procurement of a long term contract to treat food waste and is also involved with other Authorities in looking to procure a long term waste disposal/treatment solution. Further opportunities to work on a regional basis are likely to develop with the proposed further reorganisation of Local Government and the Authority need to be in a position to embrace any opportunities it may offer.
- There are many benefits, both operational and financial, to be gained by working in a collaborative manner both with other local Authorities and outside bodies. The Authority regularly participates in numerous initiatives and should continue to do so and seek further opportunities.
- When implementing and developing change it is essential that resources are directed where required. The Authority has a good record of flexible working within its staff and this should be further developed to ensure the change processes are effectively managed.
- Discussions have taken place with officers from Neath Port Talbot (NPT), and whilst the overall objectives are the same, there are a number of differences in strategy for achieving those objectives. We will continue to share ideas and best practice, work together where beneficial, and ensure that whilst different, the approaches of CCS and NPT will not cause any future problems should the two authorities merge going forward.

5.1.3 Service Changes Proposed

- Increased focus on enforcing/educating with regards proposed collections/HWRCs changes.
- Boost targeted enforcement of littering, fly tipping, and dog fouling.
- Continue high level of collaborative working.
- Continue to monitor and evaluate good practice.
- Greater flexibility within staff.
- Greater community engagement.

5.1.4 Estimated Benefits

- Greater flexibility in the ability to target resources where required.
- Greater participation levels in recycling services.
- Reduced disposal costs.
- Reduced levels of misuse of services.
- Increased use of community engagement.

5.2 CLUSTER 2 - HOUSEHOLD WASTE RECYCLING CENTRES (HWRCs)

The service currently broadly consists of:-

- The provision of 5 sites.
- All sites accept residual waste.
- All sites open 7 days a week, 8.30am-5.00pm.
- Over 26,000 tonnes of waste presented last year.
- Recycling rate around 63% (16,000 Tonnes).
- 10,000 tonnes sent for disposal costing £1Million per year.

5.2.1 Good Practice Identified

- Sites that only receive recyclable materials.
- Changing behaviours through only allowing non-recyclable waste to be deposited in residual waste skips.
- Targeting of resources through reviewing opening days and hours.
- Recycling rates of over 80%.
- Provision of re-use facilities on site.

5.2.2 Options Evaluated

- Close all but one site (to meet statutory duty) – Est. £500K saving
- Close sites at Tir John and Penlan. – Est. £125K saving
- Keep all sites with 3 or 4 sites as Recycling Centres only - no residual waste accepted.
- Only allow residents to place non-recyclable waste in remaining residual (black bag) skips.
- Review the number of days/hours the sites open to focus resources as required.
- Work with charities and 3rd sector organisations to increase re-use of materials and boost wider community benefits of the sites.

5.2.3 Key Findings of the Options Evaluated

- Overall recycling rates at the Authority's HWRCs stands at around 63%, best practice sites are achieving rates of around 80%.
- Around 10,000 tonnes of waste were presented for disposal at the sites last year. A recent waste analysis showed that around 70% of this waste is recyclable. This is clearly unacceptable and requires a step change in behaviour to prevent these valuable resources being lost. This 70% equates to 7,000T of recyclable material being landfilled at a cost of £700K per year.
- It is essential that the Authority is able to control the deposit of waste in residual skips at the sites. Following the introduction of the 3 bag limit in 2014 there was a significant reduction in the tonnage of waste householders placed out at the kerbside for collection. However there was also a significant increase in the tonnage of waste deposited in the residual skips at HWRCs. As some residents are using the HWRCs to avoid recycling, it is essential that measures are taken to prevent the waste merely being deposited at HWRCs residual skips rather than in to the recycling streams. This will be even more crucial if further restrictions are to be introduced on the amount of black bag waste householders can place out at the kerbside for collection

- It should be noted that there are a range of materials that can be recycled at HWRCs but not at the kerbside. These include aggregate, timber, electrical goods, textiles, plate glass, hard plastics, carpets, mattresses, metals, batteries etc.
- Closing all but one site, whilst meeting the Authority's statutory duty and maximise savings, would significantly reduce opportunities to recycle, be difficult to manage, could lead to increased fly tipping, and could result in lower recycling rates being achieved.
- Closing the sites at Tir John and Penlan whilst again would produce savings, but would also reduce opportunities for residents to recycle and could lead to reduced recycling and increased fly tipping.
- Maintaining the provision of all 5 sites but restricting 3 or 4 of the sites to receipt of recyclable material only would enable the Authority to target resources and take greater control over the deposit of waste in the remaining residual skips whilst maintaining opportunities for residents to recycle a wide range of material at the sites.
- By **only** allowing residents to place non-recyclable waste in residual skips it will encourage residents to ensure that all recyclable materials are extracted prior to visiting the site and either placed out at the kerbside for collection or placed in the recycling containers at the HWRCs. This approach is in line with the Environment (Wales) Bill which seeks to prohibit valuable recyclable material from landfill and Energy from Waste (EfW)
- A compromise option could be to leave residual skips at more sites, whilst still restricting them to non-recyclable material only, although this would need an increase in resources to challenge residents effectively.
- Any proposed sorting operations would require variations to the existing environmental permits, with the exception of the Baling Plant.
- There are ongoing noise concerns at Clyne HWRC due to the proximity of residential properties which may impact on the agreement of permit variations.
- Reviewing the opening hours of each site can enable the Authority to best meet the needs of residents whilst ensuring maximum use is made of resources.
- Restricting the days particular sites are open can enable sites that may otherwise be permanently closed to be open part of the week to meet the needs of residents.
- Working with Charities/3rd Sector organisations can help maximise the re-use of materials and ensure maximum benefit is gained by the local communities.
- One option, which was evaluated was to do nothing and leave services as they currently are, was rejected for the following reasons. Whilst the Authority is currently on course to meet the 58% recycling target set for 2015/16, it is only projected to do so by a small margin. This target is set to rise to 64% in 2019/20. There are, without the service changes proposed within this review, real risks that the Authority could fail to maintain its current level of 58% recycling. Risks include

current proposals to reclassify the type of wood that can be claimed as recycled, a poor summer resulting in decreased green waste tonnages and the need to further utilise the more expensive option of Energy from Waste to maintain recycling performance. Failure to take any action could result in:

- a) Failure to meet the savings detailed within the report.
- b) The risk of failing to continue to meet the 58% target up to 2018/19.
- c) The risk of failing to meet the 64% target set for 2019/20.

Should the Authority fail to meet the statutory recycling targets set for any given year could result in fines in the region of 250k each year for each 1% the target is missed by. Therefore if the recycling performance were to remain at 58% then a fine in the region of £1.5 Million could be levied in 2019/20 and for each subsequent year the Authority fail to meet the target.

5.2.4 Service Changes Proposed

- Keep all 5 sites but convert Tir John, Penlan, Garngoch, and possibly Clyne, depending upon the impact of the first 3, to Recycling Centres only and reconfigure the sites at Clyne and Llansamlet (Baling Plant) to accept only non-recyclable materials in the residual skips. It is considered that these are the most appropriate sites for residual waste to remain as the 2 largest, busiest, and with best transport links, although any permit issues would need to be resolved.
- Require residents to ensure that recyclables are removed before accepting their residual waste at Llansamlet and Clyne, if not converted to a Recycling Centre only.
- Review the days and hours some sites are open.
- Work with charities and 3rd sector organisations to increase re-use of materials and boost wider community benefits of the sites.

5.2.5 Estimated Benefits

- A 20% or 2,000 tonne reduction in residual waste would result in a landfill saving of £200k and increase our overall recycling rate by around 1.25%.
- A 30% or 3000tonne reduction in residual waste would result in a landfill saving of £300k and increase our overall recycling rate by around 2%.
- A 50% or 5,000 tonne reduction in residual waste would result in a landfill saving of £500k and increase our overall recycling rate by around 3% and reach the target for the sites of 80% recycling.
- Restricting 2 sites to 3 or 4 days opening would save around £50k per annum.
- Working with charities and 3rd sector organisations would boost re-use, contribute to the Poverty Agenda and support our Single Revenue Grant application (See 5.7.3 for potential financial benefits).

5.2.6 Main Risks

- Needed for an integrated approach
- Delays would impact on performance and savings
- Noise and permit issue at Clyne HWRC
- Permit variations if sorting operation required (excl. Baling Plant)
- Limited space at Penlan and Garngoch HWRCs
- Possibly unpopular with residents who bring significant amounts of black bag waste instead of, or in addition to, using the kerbside collection service.

5.3 CLUSTER 2 - KERBSIDE RESIDUAL WASTE COLLECTIONS

The service currently broadly consists of:-

- Collects residual waste (For non-recyclable materials) from over 111,000 properties every 2 weeks with a limit of 3 bags per collection.
- Utilises black bags (Provided by the householder) as a collection medium.
- Operates Monday-Friday.
- Collected over 25,000 tonnes of residual waste last year.

5.3.1 Good Practice Identified

- Restriction on the quantity of residual waste residents can place out at the kerbside.
- Less frequent collection service.
- Effective comprehensive communications package prior to implementing changes.
- Use of Route Optimisation technology.
- Effective education and enforcement as an integrated package

5.3.2 Options Evaluated

- Reduce collection to 4 weekly. (This option would require the provision of wheeled bins).
- Reduce collection to 3 weekly with a limit of 3 bags per collection. (This option may require wheeled bins)
- Keep frequency of collection at 2 weekly but limit the number of bags for collection to 2.

OPTION 1	Reduce frequency of collections to 4 weekly and provide 240 Litre wheeled bins to suitable properties.
OPTION 2a	Reduce frequency of collections to 3 weekly with a limit of 3 bags per collection
OPTION 2b	Reduce frequency of collections to 3 weekly and provide 240 Litre wheeled bins to suitable properties
OPTION 3	Maintain the frequency of collection at 2 weekly but with a limit of 2 bags per collection

- The use of Route Optimisation software to improve efficiency and customer response was also considered.

Estimated Savings:

	Consideration	Option1 (4 weekly) Bin collection	Option2a (3 weekly) 3 Bag collection	Option2b (3 weekly) Bin collection	Option 3 (2 weekly) 2 Bag collection
1	Residual Waste Capacity per property per week. (Current capacity is 107 litres per week)	60 Litres	70 Litres	80 Litres	70 Litres
2	Frequency of collection	4 weeks	3 weeks	3 weeks	2 weeks
3	Capital cost of bins (Inc delivery) Annual repayment cost over 6 years	£1.71Million £342k	nil	£1.71Million £342k	nil
4	One Off Delivery/Set up Costs	£150k	nil	£150k	nil
5	Reduced tonnage to landfill(Annual)	-4,000 tonnes	-2,800 tonnes	-2,500 tonnes	-2,500 tonnes
6	Potential annual disposal savings	£360k	£252k	£225k	£225k
7	Potential annual residual waste collection savings	£225k	£225k	£125k	£75k
8	Additional recycling income	nil	nil	nil	nil
9	Impact on overall statutory recycling/composting target	+2.0% to +3.3% increase	+1.6% to +2.3% Increase	+1.2 to +2.0% increase	+1.2 to +2.0% increase
10	Other LA's with similar arrangements	Fife are piloting, Conwy in process of small scale trial.		Gwynedd, Blaenau Gwent, Falkirk, Bury, Conway adopting	Monmouth (with bags) Denbighshire, Cardiff, Neath Port Talbot, Torfaen, Merthyr Tydfil,
11	Potential Total Net Savings (Annual)	£243K	£477K	£8K	£300k

5.3.3 Key Findings of the Options Evaluated

Given that over half of the black bag waste currently being presented for collection at the kerbside is recyclable using the current kerbside services there is clearly a need to address this issue. Surveys have shown that :-

- The greater the restriction on residual waste, the greater the impact it has on:
 - a) The amount of waste recycled (Particularly food waste)
 - b) The potential savings to be achieved
- Whilst moving to a 4 weekly collection would result in the greatest increase in the tonnage of materials being diverted into the recycling stream, it would also require significant capital outlay by the Authority to implement. In the interests of public health the introduction of a 4 weekly collection service would require all suitable households to be issued with wheeled bins. It is estimated that this would cost in the order of £1.8 million. It is also estimated that a significant proportion of households would not be suitable for the use of wheeled bins due to steep gradients, no front gardens or rear entrances, stepped entrances etc.
- Moving to a 3 bag 3 weekly collection service would provide a higher capture rate for recyclates (particularly food) and provide potential savings to collection costs. However it would affect every resident in Swansea even those who have embraced the recycling philosophy and recycle all they can. Surveys have shown that fewer than 25% of properties within Swansea currently place out more than 2 bags for collection each fortnight; however a 3 weekly collection would also impact on the large percentage of residents who are already fully recycling. A decision would also have to be made whether the provision of bins would be needed, with the associated reduction in saving.
- Keeping the frequency of collections on a two weekly cycle but reducing the number of bags householders can place out to 2 would have several benefits. It would:-
 - Mainly impact of households who either do not recycle or recycle very little.
 - It would have little impact on those householders who have embraced recycling.
 - It would reduce disposal/Landfill Tax costs and boost recycling rates.
 - It would not require the introduction of wheeled bins.
- Whilst moving to a 2 bag limit would assist in reducing residual waste, thereby achieving savings and increasing recycling, it would be important that the Authority has further options available should the anticipated levels or recycling improvements/savings not be achieved. As previously stated moving to a 3 or 4 weekly collection could provide greater improvements in recycling performance and generate higher levels of savings.
- One option which was evaluated was to do nothing and leave services as they currently are. Whilst the Authority is currently on course to meet the 58% recycling target set for 2015/16, it is only projected to do so by a small margin. This target is set to rise to 64% in 2019/20. There are, without the service changes proposed within this review, real risks that the Authority could fail to maintain its current level of 58% recycling. Risks include current proposals to reclassify the type of wood that can be claimed as recycled, a poor summer resulting in decreased green waste

tonnages and the need to further utilise the more expensive option of Energy from Waste to maintain recycling performance. Failure to take any action could result in:

- a) Failure to meet the savings detailed within the report.
- b) The risk of failing to continue to meet the 58% target up to 2018/19.
- c) The risk of failing to meet the 64% target set for 2019/20.

Should the Authority fail to meet the statutory recycling targets set for any given year could result in fines in the region of 250k each year for each 1% the target is missed by. Therefore if the recycling performance were to remain at 58% then a fine in the region of £1.5 Million could be levied in 2019/20 and for each subsequent year the Authority fail to meet the target.

- Whilst analysis already takes place around the most efficient collection rounds, a Route Optimisation system would also allow the Authority to be able to develop and implement changes to its collection rounds to meet the ever changing demands of the service. It would also allow greater communication between the collection teams and supervisors/Call Centre to enable greater customer care and for any issues/complaints, such as missed collections, to be dealt with far more effectively and deliver potential savings.
- Discussions have taken place with officers from NPT, and whilst the overall objectives are the same, there are a number of differences in strategy for achieving those objectives. We will continue to share ideas and best practice, work together where beneficial, and ensure that whilst different, the approaches of CCS and NPT will not cause any future problems should the two authorities merge going forward.

5.3.4 Service Changes Proposed

- Further review the capacity and frequency of residual waste collections at the kerbside once the full impact of the recommended changes to the Household Waste Recycling Centres on recycling performance and budgets has been assessed.
- Develop a comprehensive communications campaign to seek behavioural change.
- Purchase and utilise Route Optimisation system.
- Evaluate the benefits of alternative working patterns after the implementation of the residual waste restrictions. E.g. Limited shift working

5.3.5 Estimated Benefits

- The impact of a change to the capacity and frequency of residual waste collections is difficult to predict, however a 10% or 2,500T reduction in residual would save £225K per year and increase overall recycling performance by 1.75%
- Use of Route Optimisation software could save up to £50k per year and improve customer response, once the implementation costs have been covered in the first 2 years.

5.3.6 Main Risks if Restricting Residual Waste Collections

- Potential for increased fly tipping
- Increased take up of exemptions
- Unpopular with residents who place out more
(Although popular with those who only put out 2 bags now)

5.4 CLUSTER 2 – KERBSIDE RECYCLING COLLECTIONS

The service currently broadly consists of:-

- Collects recycling from over 111,000 properties.
- Frequency of collections and materials collected are:-
 1. Week 1 Food Waste and Plastics
 2. Week 2 Paper/Glass/Card /Cans
 3. Week 2 Food Waste and Garden Waste
- Operates Monday-Friday.
- Collected over 36,000tonnes in 2014/15.
- Food waste collected using 23 litre caddy with free compostable liners.
- Garden waste collected (Free of charge) using reusable polypropylene sacks.
- Plastics collected using single use pink plastic bags. (Reusable bags on trial)
- Glass, cans, paper and card collected using single use green plastic bags.

5.4.1 Good Practice Identified

Before developing a strategy which could help the Authority meet the increasing recycling targets within ever decreasing budgets a comprehensive programme of research was undertaken to identify good practice. The research included looking at high performing Authorities not only in Wales and the UK but also looked at how waste is managed in other countries across the world. The research covered services provided in-house by local authorities and also services provided to local authorities by private waste contractors. The research aimed not merely to compare with other service providers as a whole but also to identify good practice in providing individual elements of the service. Good practice identified included:

- High quality, high quantity of recyclables through materials collected separately.
- Welsh Government Collection Blueprint promotes kerbside sort.
- Promotion of home composting of garden waste.
- Charge for collection of garden waste.
- Contribute to the goals set out in the Well-being of Future Generations (Wales) Act 2015.
- Effective communication and enforcement package.

5.4.2 Options Evaluated

- Change the frequency of collection of recyclates at the kerbside.
- Use of kerbside sort as a collection system.
- Promotion of home composting of garden waste.
- Liaise with 3rd Sector and community groups.
- Charge for the collection of garden waste. This could generate a surplus in the region of £300k (Depending on the level of take up and the charge levied.)
- Use of re-useable collection containers. This could save in the region of £100K, although £50k has already been removed from the waste budget.
- Increased targeted communication and enforcement.

5.4.3 Key Findings of the Options Evaluated

- As previously stated the City and County of Swansea are one of only 3 Authorities in Wales to undertake alternate weekly collections of dry recyclates. The performance being achieved is comparable to, and in many cases better than, Authorities undertaking a weekly collection. Alternate weekly collections are more cost effective than a weekly collection service.
- The current twin streamed collection service is effective and meets legislative requirements in producing a high quantity of high quality materials.
- The recommendation to promote and support home composting for the treatment of garden waste is included within the 'Collections Blueprint'. Whilst the home composting of garden waste is the most environmentally friendly and cost effective way to treat garden waste, it is not suitable for a large proportion of Swansea residents. Garden waste collected at the kerbside currently accounts for around 6,700 tonnes of the Authority's recycling figures contributing around 6% to our overall performance. If this tonnage were to be significantly reduced it would have a detrimental effect on performance and increase the risk of fines. Unless a decision was taken to cease the kerbside collection of garden waste completely there would be little financial gain to be made from increasing the promotion of home composting at this time. Other than reduced repossessing costs, little would be saved as the Authority would still have to arrange for the collection of garden waste from residents who chose not to home compost and would risk fines for failing to meet its statutory targets.
- The recommendation to charge for the collection of garden waste is also included within the 'Collections Blueprint'. It is an option that several Authorities have introduced. It has the benefit of generating income, but as described above it can have a significant effect on the tonnages collected. Authorities that have introduced such a charging scheme have seen uptake from households varying from as little as 4% up to 38%. Should the decision be made to charge for collection in Swansea this could mean, even allowing for an element of the material being taken to HWRCs for disposal, a loss of around 3,000 tonnes of garden waste being captured and recycled. This would impact on our overall recycling performance by around 2.5% placing the Authority at risk of significant fines for failure to meet its targets. The fines (£625K for missing target by 2.5%) could potentially more than wipe out any income the introduction of charging could generate. It is an option that should be reviewed on a regular basis and reconsidered when the Authority is confident that it can be introduced without risking its ability to meet the statutory recycling targets.
- Over recent months the Authority, in conjunction with the Waste and Resources Action Programme (WRAP), as part of the Collaborative Change Programme, have undertaken an exercise to model the effect moving to a kerbside sort system for the collection of recyclates at the kerbside would have. The findings have assumed that the Authority would require 32 vehicles each manned with a driver and 1 loader to complete the rounds on a weekly basis.

The advantages and disadvantages of the kerbside sort system can be summarised as:-

Kerbside Sort Recycling Collections

<i>Advantages</i>	<i>Disadvantages</i>
<ul style="list-style-type: none"> • Weekly collection of recyclables. • Meets the WG Collections Blueprint in terms of collections. • Possible reduction in collection costs. • New vehicle fleet. 	<ul style="list-style-type: none"> • Limited capacity of containers used for collection. • Potential problems at peak times e.g. Christmas/New Year. • Still require separate garden waste collections. • Collections governed by size of compartments on vehicle. • Potential problems with loading at sides of collection vehicle. • Operational difficulties at the Baling Plant, when offloading vehicles. • Increased need for depot facilities to park vehicles overnight. • Need to change the materials allowed to be mixed at the kerbside. • Question marks over reliability of collection vehicles. • Potential significant increase in collection and depot costs.

The findings presented by WRAP concluded that the net result could be an annual saving less than £50k on the cost of collections with the introduction of a further residual restriction. However it should be noted that:-

- This figure does not include any additional depot costs that would arise with the large increase in the number of operational vehicles. It could mean that the Authority has to provide an additional/alternative depot facilities, the cost of which has not been calculated.
- There is doubt as to whether 1 loader per vehicle would suffice to complete collections. Officers have spoken with Neath Port Talbot (Who has recently introduced the system) and they are currently utilising 2 loaders per vehicle to ensure the work is completed on a weekly basis. If this were to be the case for Swansea it could add an additional £200k to the annual collection costs.
- When planning for any change it is essential that an effective communication programme is put in place. It will help ensure that all stakeholders and particularly the public are fully aware of the changes being made and the reasons for them. There also needs to be an effective enforcement plan in place to ensure the changes are managed in an appropriate way.

- The existing collection vehicles are owned and need revenue funding to replace as a matter of urgency.
- Discussions have taken place with officers from NPT, and whilst the collection methodology is different, this will not cause any future problems should the two authorities merge going forward. Adopting kerbside sort at this time would represent a real risk for CCS in terms of cost and performance.

5.4.4 Service Changes Proposed

- Continue with current frequency of collections.
- Continue with current collection vehicle options and utilise sufficient landfill tax savings to renew life expired vehicles on a lease basis.
- Introduce re-usable pink bag containers county wide after further trial of alternative bag design.
- Continue to offer the free collection of garden waste, but review annually.
- Effective communications and enforcement package when implementing changes.
- Invest in Route Optimisation technology, as detailed in the Residual Waste proposals.
- Evaluate the benefits of alternative working patterns after the implementation of the residual waste restrictions.

5.4.5 Estimated Benefits

- Financial savings included in the residual waste collection section.
- Reusable containers still being evaluated but indications are it could realise savings in the region of £100k per year.
- Income from increase in recyclates offset by the additional costs of collection and treatment of increased food waste.
- Contribution to the goals set out in the Well-being of Future Generations (Wales) Act 2015, and criteria of the Single Revenue Grant.

5.4.6 Main Risks

- Failure to deliver recycling collections in accordance with Welsh Government's (WG) 'Blueprint' could affect the provision of future Single Revenue Grant funding if WG decide to change the criteria applying to the grant.
- Charging for garden waste would impact on recycling performance and be unpopular with residents. If the introduction of charges resulted in a reduction of 2.5% in overall recycling performance the Authority, unless it met the statutory targets, could face fines in the region of £625K per year.

5.5 CLUSTER 2 - BALING PLANT OPERATIONS

The operations currently undertaken broadly consist of:-

- Reception facility for all recyclates.
- Bulking up and loading of recyclates.
- Receipt and bulking up for an element of residual waste.
- Sorting of some materials to add value.
- Act as a bulking facility for private waste companies

5.5.1 Good Practice Identified

- Cost effective haulage operations.
- Competitive baling operations.
- Ensure sorting operations add value.
- Ensure maximum income for materials.
- Ensure maximum income from plant.
- Community engagement.

5.5.2 Options Evaluated

- Review sorting operations/costs.
- Allow private contractors to utilise plant.
- Provide in-house haulage.
- Engage with 3rd Sector organisations and charities/community groups to maximise wider benefits.

5.5.3 Key Findings of the Options Evaluated

- It is essential that any sorting operations undertaken are cost effective and contribute to meeting the desired outcomes. Measures should be taken to ensure that maximum benefit is being achieved from the resources deployed.
- The Authority receive an income from allowing private waste contractors to use the plant to bulk up their waste. This operation needs to be evaluated to ensure that there are sufficient benefits being gained by the Authority to justify it continuing.
- The Authority currently engages haulage contractors to enable various wastes to be removed from the site to either be disposed of or sent for recycling. Depending on the tonnages involved and the likely timescales the services are required for it may be beneficial to consider undertaking all such operations in-house.
- As stated previously there is a need to ensure that the objectives of the Well-being of Future Generations (Wales) Act 2015 are fully considered when undertaking recycling operations funded by the Single Revenue Grant.

5.5.4 Service Changes Proposed

- Continually re-evaluate **ALL** operations to ensure value for money is being achieved.

5.5.5 Estimated Benefits

- Level of savings will depend on the outcome of the changes proposed above, although a target of £75K should be sought.
- Improved recycling performance through residual waste restrictions at HWRCs will reduce reliance on expensive sorting operations.

5.5.6 Main Risks

- General volatility
- Wood

5.6 CLUSTER 3 - COMMERCIAL WASTE COLLECTIONS

The service currently broadly consists of:-

- Collects waste from over 2,000 commercial premises within Swansea.
- Collects around 11,700 tonnes of waste each year of which around 7,700 is residual waste and 4,000 tonnes recycling.
- Generates surplus of around £500k.
- Offers comprehensive recycling options.

5.6.1 Good Practice Identified/ Options Evaluated

- Weighing of waste.
- Charging by weight.
- Flexible charging structure.
- Full cost recovery.
- Full recycling service.
- Collaborative working.

5.6.2 Key Findings of the Options Evaluated

- The Authority operates a cost effective high quality service with Andy Mudd from APSE commenting at the workshop that our market share and surplus achieved are among the highest he is aware of.
- The Authority's pricing structure is broadly based on the volume of waste collected, whilst most of the costs incurred in providing the service are based on the weight of the waste collected and the location of the customer. There is clearly a need to have a good knowledge of the weight of waste being presented for collection by each customer and take in to account their location.
- There are a variety of mechanisms available to weigh the waste presented for collection. Advice received states that the practical difficulties of maintenance and calibration of weighing equipment to Customs and excise standards required for a fully 'pay as you throw' system are not worth the benefits, however it remains essential that the Authority undertake a full survey to establish that the average weight being presented by each customer is established. This will enable the Authority to ensure that it, as a minimum, attains full cost recovery for providing the service to each customer, as well as its current overall full cost recovery.
- The implementation of a flexible charging structure which charges customers in bands based on the weight of the waste presented and also takes into account the location of the customer can ensure that best value for the Authority is being achieved, whilst using the charging structure to further encourage increased recycling.
- In order to achieve full cost recovery, the best option for remote customers may well be to offer the service through the domestic collections on a fortnightly basis. This would remove the need for extremely high transport costs having to be included to achieve full cost recovery for standalone collections.
- The waste collected by the Authority is classified as Municipal Waste and therefore is taken in to account when measuring our recycling performance. It is essential that where practical a full recycling service is offered to customers and there are financial benefits for our customers to fully recycle.
- Opportunities do exist for the Authority to actively seek to boost its customer base, increase its income and potentially its profit particularly with public sector bodies, although in practice this may be limited as APSE have commented that CCS's market share and surplus are already as high as they have seen from a local authority. As stated above all waste collected via the commercial section is classified as Municipal Waste and is included when calculating our overall recycling performance. Whilst boosting our customer base could generate additional income it needs to be balanced against the potential, if the additional waste collected does not contribute to our overall recycling performance, that any additional income would more than be offset by potential fines for failing to meet the recycling targets. Opportunities to increase our customer base with other businesses is limited by the existence of national contracts (Contracts that are let nationally by large multi chain businesses that only allow national waste contractors to compete for them) and the need to ensure recycling performance as described above.

5.6.3 Service Changes Proposed

- Undertake full individual customer audit.
- Utilise on-board weighing technology.
- Develop a service offer/pricing structure to ensure full cost recovery and encourage recycling, taking into account weight bandings and site locations.
- Explore further collaboration options.
- Explore possibility of boosting customer base providing doing so would not adversely impact on recycling performance.

5.6.4 Estimated Benefits

- Ensure, at least, full cost recovery from all customers.
- Reduced disposal costs of up to £50k.
- Boost the recycling performance of the service through the use of weight banded pricing structure.

5.7 CLUSTER 4 - RE-USE FACILITIES

The service currently broadly consists of:-

- In-House provision of one facility for the sale of goods.
- Good range of goods on offer.
- Covers its running costs

5.7.1 Good Practice Identified/ Options Evaluated

- Close links with 3rd Sector/charities.
- Expand number or re-use facilities.
- Use of 3rd sector/charities to operate re-use/recycling centres
- Community engagement.
- Broad knowledge of the value of goods.
- Provision of E-Bay/Gumtree accounts.

5.7.2 Key Findings of the Options Evaluated

- Charities and 3rd Sector organisations have a sound knowledge of operating and achieving maximum benefit from operating re-use type facilities (e.g. Charity shops). There is clearly a benefit to be gained by developing closer links with these organisations to ensure the best value is being achieved from providing the services.
- It is essential if the Authority is to maximise the income from the provision of re-use facilities that having a broad knowledge of the value and markets available for the sale of the goods is key.
- Offering goods for sale via internet sites such as E-Bay/Gumtree can help ensure that income is maximised.

- Developing closer links with Charities and 3rd Sector organisations can help the Authority meet the objectives set out in the Well-Being of Future Generations Act (Wales 2015), which is a key factor taken in to consideration when applying for its allocation of the Single Revenue Grant.

5.7.3 Service Changes Proposed/Estimated Benefits

- Improve level of knowledge to make best use of internet sales.
- Expand existing facility to boost throughput and range of goods sold to increase income levels. It is estimated that a further £25K per year income should be targeted.
- Greater community engagement, meeting the Authority's needs under the terms of the Single Revenue Grant.

6.0 STAGE 4 – SERVICE DELIVERY OPTIONS APPRAISAL

- 6.1 As part of the review process an options appraisal stage has been completed. Consideration was given to all the delivery options available to provide the services under the scope of the review. It was decided to rule out the options of a) Stopping services, b) A Staff/Public Mutual, c) Non-Profit organisation due to the nature of the services being considered. It was determined that the options to be considered and evaluated to provide the services under review within this process would be:

Option 1 Transformed in house.

This model would maintain direct provision of the services, but seek to make savings, maximise income and develop service improvements through the more efficient and flexible use of resources.

Option 2 Outsourcing to Private Sector

This model would require the procurement of one or more external organisations to deliver the services under consideration. Compliance with the European public procurement regime would require European wide competitive tendering.

Option 3 Joint venture with another Local Authority or Private Company.

This model would require, in the case of a joint venture with a private company, full compliance with European public procurement regime. In the case of a joint venture with another local Authority, it would require agreement on behalf of both parties for a long term plan for the provision of Waste Management services.

- 6.2 In addition the provision of Re-Use facilities was subject to a 4th option namely:

Option 4 Charity/3rd Sector provision.

This model would require the procurement of one or more external organisations to deliver the services under consideration. Depending on the length and potential value of the contract compliance with the European public procurement regime may be required.

- 6.3 Following discussions with Procurement it was agreed that soft market testing would be ineffective and potentially misleading for this review, with the only way to robustly assess the financial impact of outsourcing to the private sector being a procurement process.
- 6.4 Considering the current high level of performance and cost effectiveness of the service when benchmarked across Wales, and the uncertainty around local government reorganisation, it was not considered that the time and cost of a procurement process was proportionate for the assessment of delivery options, so the preferred delivery models were based on advantages/disadvantages and the scoring of the options at the Options Appraisal Workshop.
- 6.5 In addition it is clear there are a significant number of improvement/policy changes that the Council need to decide on first and as such it is logical that this transformation is undertaken first in any event.
- 6.6 An Options Appraisal workshop with a cross section of Waste Management's stakeholders was held at the Guildhall on Wednesday 3rd February 2016 to consider different delivery models available for the previously described clusters. The service delivery options detailed above were scored and evaluated based on the following criteria:
- Service Outcomes.
 - Fit with Council Priorities.
 - Financial Impact.
 - Sustainability and Viability.
 - Deliverability.

Key perceived characteristics of each option are shown below

A full scoring matrix of each model outlined below can be found in Appendix C

Option 1 - Transform in house	
<i>Advantages</i>	<i>Disadvantages</i>
<ul style="list-style-type: none"> • Already a very efficient, high performing service. • Greater local control/accountability (Members and Officers) • Greater flexibility- an ability to adapt to changes in legislation, service needs and waste markets. • Excellent skills and experience. • No requirement to make a profit. • Local employment (Poverty Agenda) • Assist the Authority in meeting its objectives. • Retains flexibility of options for potential local government reorganisation. • Low risk option. 	<ul style="list-style-type: none"> • Perceived reduced ability to innovate and provide value for money. • Change management, particularly Terms and Conditions and operational practices can be slow to introduce.

Option 2 - Outsourcing to Private Sector

Advantages	Disadvantages
<ul style="list-style-type: none"> • Inject new investment without the need for the Authority to invest up-front. • Introduction of new ways of working and innovation. 	<ul style="list-style-type: none"> • Loss of local control and flexibility to change. • Loss of expertise leads to reliance on contractor. • Difficult to bring back in-house in the future. • Contractual issues, including service changes lead to increased costs over contract price. • Potential loss of local employment. • Contract/procurement costs. • Need to set up a client function. • Poor timing bearing in mind potential local government reorganisation.

Option 3 - Joint venture with Local Authority or Private Company

Advantages	Disadvantages
<ul style="list-style-type: none"> • Possibility to reduce overall management costs. • Possibility of future uniform services over a wider area. • Could enable economies of scale to be achieved • Further review of HWRC provision possible. 	<ul style="list-style-type: none"> • Needs a partner who wants to undertake a Joint Venture approach. • Poor timing bearing in mind potential local government reorganisation. • Different methods of existing service delivery. • Different waste contractual arrangements in place. • Set up costs.

Option 4 – Charity/3rd Sector Provision

Advantages	Disadvantages
<ul style="list-style-type: none"> • Lower staffing/volunteer costs. • Closer links with likeminded organisations. • Greater expertise of resale of goods. • Helps meet the needs for purpose of receipt of the Single Revenue Grant. • Helps meet the Authority's priorities. • Increased profit for the Authority. 	<ul style="list-style-type: none"> • Need to procure partners. • Loss of control. • Lack of robustness of service. • Possible loss/redeployment of existing staff.

7. DELIVERY MODELS

The different models of delivery have been considered and it has been determined that the most suitable way forward would be as follows:

7.1 Cluster 1 - Strategy, education and Enforcement

Preferred Delivery Model - Transformed in-house

Main Reasons:

- i. High levels of local knowledge and experience
- ii. Teams already reduced by 30%
- iii. Avoids duplication of Client function
- iv. Potential local government reorganisation
- v. Keeps future options open post LGR
- vi. Local employment

7.2 Cluster 2

- Provision of HWRCs
- Kerbside residual waste and recycling collections
- Baling Plant operations

Preferred Delivery Model - Transformed in-house

Main Reasons:

- i. High performing and cost effective service
- ii. Retains flexibility and control
- iii. Avoids lengthy and costly change process
- iv. Potential local government reorganisation
- v. Keeps future options open post LGR
- vi. Local employment

7.3 Cluster 3 - Commercial waste services

Preferred Delivery Model - Transformed in-house

Main Reasons:

- i. Viewed by APSE as having a very significant market share
- ii. Viewed by APSE as having a high level of surplus generated
- iii. Excellent recycling performance – 34%
- iv. High levels of local knowledge and experience
- v. Focus balanced between recycling and profit

7.4 Cluster 4 - Provision of re-use facilities

Preferred Delivery Model – Further explore and establish what benefits can be gained by entering in to a joint venture with Charities and 3rd Sector organisations to then compare with transformed in-house model.

Main Reasons:

- i. Third party option could result in:
 - Enhanced expertise
 - Reduced costs through volunteers
 - Increased income
 - Franchising opportunity

8.0 RECOMMENDATIONS

It is recommended that:

1. The following preventative measures are put in place to minimise residual waste thereby maximising reduction in the current £3.78M per year spent on landfill tax, and at the same time maximise recycling performance to meet statutory target and mitigate against potential financial penalties:
 - a) Convert up to 4 HWRCs - Tir John, Garngoch, Penlan, and Clyne (if appropriate) to Recycling Centres only through the removal of the residual skips, together with only allowing non-recyclable waste to be deposited in residual skips at Llansamlet HWRC and any other sites with residual skips, in line with the aims of the Environment (Wales) Bill.
 - b) Develop a segregated residual area, introduce measures to increase capacity, and extend the opening hours of Llansamlet HWRC through the summer period to cater for increased visitors.
 - c) Develop a commercial waste service offer/pricing structure to ensure full cost recovery and encourage recycling, taking into account weight bandings and site locations.
 - d) The implementation of a comprehensive communications campaign and enforcement strategy to support the above actions in seeking behavioural change and increase community engagement.
2. Incomes and efficiencies are improved through:
 - a) Investment in Route Optimisation software to both maximise efficiency and improve service provision/customer care.
 - b) Implement reusable pink bags across the Authority following assessment of alternative bag design .
 - c) Reviewing all operations at the Baling Plant.
 - d) Expand the Re-use Shop
3. An uplift in the Waste Budget to replace life expired owned vehicles in line with a 3 year replacement programme independently from projected savings. See Appendix D for details.
4. Reduce reliance on agency staff through further recruitment of permanent staff utilising part of the landfill tax and efficiency savings, on a phased basis to still maintain adequate redeployment opportunities.
5. Continue to offer the free collection of garden waste, but review annually.
6. Review the capacity and frequency of residual waste collections at the kerbside once the full impact of the above initiatives on recycling performance and budgets has been assessed, and to match the procurement of replacement vehicles.
7. Further review opening days and hours of HWRCs once usage patterns of revised arrangements detailed above have settled down.
8. The service delivery encompassed by all Clusters are delivered through a transformed in house model, with a further review of the Re-use Shop following its expansion.

9. FINANCE

- 9.1 The estimated financial impact from the initial tranche of above recommendations are as follows:

Recommendation	Estimated Saving
1a) HWRC residual restrictions	- £250K
1c) Commercial waste changes	- £ 50K
2a) Route optimisation	- £ 50K (after 2 year payback period)
2b) Reusable pink bags	- £100K (£50k prev removed from budget)
2c) Baling Plant Review	- £ 75K
2d) Reuse Shop improvements	- £ 25K
Full Year Total	- £550K

This saving will be reduce in 16/17 dependant upon implementation dates as part year savings only

Assumed part year saving for 16/17	- £275K
Budget reduction enacted in anticipation	- £572K
Part year shortfall for 16/17	- £297K
Ongoing full year shortfall	- £ 22K

- 9.2 However there are existing spending pressures on this service namely essential vehicle replacements at £559K per year, reductions in WG grants, and the desirable permanent recruitment of agency staff at £2.5K per member of staff. A budget uplift is required to cover the cost of the vehicles and the reduction in WG grant.
- 9.3 The estimated financial impact from the follow on recommendations are as follows:

Recommendation	Estimated Saving
5 Charging for garden waste	- £300K
6 Kerbside residual restriction up to	- £450K
7 Review of HWRCs days/hours	- £ 50K
Potential Total	- £800K

- 9.4 The current net spend for the Waste Service is £10.8M. In a “Do Nothing” scenario, **even excluding inflationary increases and WG grant reductions**, this spend could increase to at least £12.75M by 2020 due to fines for missing the recycling target and the cost of essential vehicle replacements.
- 9.5 The initial tranche above would, **excluding inflationary increases and WG grant reductions**, result in a net spend of £10.7M taking into account the funding for the replacement of essential vehicles. The further introduction of the second tranche would reduce the net spend, excluding inflationary increases and WG grant reductions, to £9.9M as long as the statutory targets were met and fines avoided. The two tranches combined provides a 22% saving/cost avoidance.

9.6 Whilst the Waste Management Service is also making savings through other Sustainable Swansea streams such as the Senior Staff Review, Business Support Review, Depot Review etc., to move further towards the indicative level of 50% savings for the Place Directorate, further savings could include full HWRC closures and the stopping of other services, however care would need to be taken that a saving is not then outweighed by consequential increased costs elsewhere such as fines, residual disposal costs, fly tipping costs etc.

10. HR IMPLICATIONS

There are no compulsory redundancies in respect of the preferred option. However, there will be some minor changes to shift patterns and in this respect, the appropriate consultation with staff and Trade Unions will take place before any changes are made.

11. LEGAL IMPLICATIONS

The requirement for the Council to comply with a range of statutory provisions in providing waste management services is clearly set out in the report.

The proposed preferred option for future service delivery incorporates the need to ensure continued compliance with the relevant legislation whilst focusing on strategies to reduce municipal waste generally (with the exception of commercial waste), increase the % of waste reused or recycled and thereby the amount of waste disposed.

As no alternative delivery model is proposed, there are no specific additional legal implications relating to revised delivery options.

12. EIA

EIA screening has been completed and the initiatives are not relevant for a full EIA report. Any changes to current services will be widely publicised prior to their introduction.

Background Papers: None.

Appendices:

- Appendix A - Summary of Stage 3 Benchmarking/Comparison
- Appendix B – Analysis of Current Residual black bag household Waste
- Appendix C – Summary of Stage 4 Option Appraisal
- Appendix D – Renewal of life expired Authority owned waste vehicles

Waste Commissioning Review

Summary of Stage 3 Benchmarking / Comparison

Stage 3 Process

This stage of the Review followed the Commissioning Process by examining the following:-

What Needs to be done

- Data Comparison - compared the current service model, outputs and cost performance with others
- Best Practice - assessed whether there are better ways to deliver the desired outcomes

Questions asked

- What are other providers (whatever and wherever they are) doing to deliver the outcomes?
- What innovation is there in service design, delivery etc in this area?
- What does the evidence from case studies, research, user feedback from elsewhere tell us?
- How does performance compare with similar Councils?
- How does unit cost (or similar financial assessment) compare with similar Councils?

How achieved

- Service areas under review and interested services worked together on the questions
- Input from commissioning support team on the performance and funding questions
- Product written up and fed into the next stage

Work undertaken

A list of all the topics reviewed are detailed below. However, full copies/details of the various reports, schemes and best practice contained within are available to view if required via two Lever-Arch Files which are kept at the Baling Plant.

FILE A - Data Comparison Summary

- A1. Waste Data Flow website - <http://www.wastedataflow.org/home.aspx>
- A2. Welsh LGA benchmarking wales- <http://www.benchmarkingwales.net/IAS/launch>
- A3. WLGA Waste Finance Project 2013-14
Local Authority Bulletin – City and County of Swansea
- A4. Welsh LGA - Waste Finance Data Report 2013/14
- A5. APSE members Portal - <https://pn.apse.org.uk/>
- A6. APSE – Refuse Collection Summary Reports for 2013/14
- A7. APSE – Refuse Collection Summary Report for 2012/13
- A8. APSE – State of the Market Survey 2015 – Local Authority Refuse Services
- A9. English LGA – Inform Database for trends - <http://lginform.local.gov.uk/>
- A10. Comparator Authority information. <http://lginform.local.gov.uk/>
Based on demographics of population, area and population density -
benchmarked against, Barnsley, York, Calderdale and South Gloucester

FILE B - Sources used to identify wider best practice

- B1. Association of Public Service Excellence (APSE) Report
Waste: A Brave New World – August 2015
- B2. Welsh Local Government Association (WLGA) Good Practice Wales Portal
- B3. The Chartered Institution of Waste Management (CIWM)
Local Partnerships Reports by Region
- B4. CIWM – Local Partnership Reports by Scheme Specific
- B5. Cardiff Council – best practice review as part of their recycling waste
management strategy – April 2015
- B6. APSE – Service Awards for 2013, 2014 and 2015
- B7. Public Sector Sustainability (PSS) Awards 2015
- B8. The Chartered Institution of Waste Management – Sustainability & Resource
Awards 2015
- B9. UK - Department for Communities & Local Government – Household Waste
Collection: Procurement Saving Opportunities

FILE C - Best Practice by Specific Search / Project

- C1. Commercialisation - Charge for Garden Waste
- C2. Commercialisation - Duty of Care
- C3. Benchmarking with Sweden and Japan
- C4. Fleet – route optimisation / tracking
- C5. Waste and Learning Disabilities
- C6. Community Engagement
- C7. HWRCs
- C8. 3 weekly collections
- C9. Bring Sites
- C10. Other – Procurement; Invest to Save

Waste Commissioning Review

Analysis of current residual black bag household waste

Materials currently in the black bags that could be recycled using the existing kerbside recycling services

Recyclable Materials	Percentage
Paper and Card	7.3%
Plastics	14.8%
Glass Bottles and Jars	3.8%
Green Garden Waste	0.9%
Food Waste (Unpackaged)	11.8%
Food Waste (Packaged)	12.8%
Metal Cans, Tins Foil etc.	3.5%
Total Percentage	54.9%

Materials currently in the black bags that could be recycled at HWRCs

Recyclable Materials	Percentage
Clothes and Shoes	6.9%
Carpets	0.6%
Cardboard beverage containers e.g. Tetra Pak	0.6%
Wood	0.6%
Non-Packaging glass	0.5%
Small Electrical Items	1.0%
Batteries	0.2%
Total Percentage	10.4%

Materials currently in the black bags not currently recyclable at the kerbside or at HWRCs

Recyclable Materials	Percentage
Non-recyclable paper (e.g. plastic/foil lined, paper tissue, contaminated paper- wallpaper etc.)	7.0%
Nappies and Adult Hygiene Products	9.1%
Other combustible materials e.g. Linoleum	3.2%
Other non-combustible materials	6.7%
Other organic (Animal litter, unidentified organics)	7.3%
Hazardous waste	0.5%
Fines (Small particles of waste)	0.9%
Total Percentage	34.7%

Waste Commissioning Review

Summary of Stage 4 Option Appraisal

Stage 4 Process

This stage of the Review followed the Commissioning Process by examining the following:-

What Needs to Be Done

- Review and assess different options for delivering the outcomes, including service design, innovation as well as service provider

Questions Asked

- How can the service be redesigned to improve customer outcomes and reduce costs?
- How can we prevent or reduce the need for the service?
- What opportunities are there for delivering outcomes through community action / volunteering etc?
- What new innovations or use of digital technology need to be introduced?
- How can we reduce costs, increase effectiveness, eliminate waste?
- Which alternative models of delivery exist which would best deliver the outcomes and create social value?

How achieved

- Service areas under review and interested services worked together on the questions
- Input from commissioning support team on the performance and funding questions
- Research carried out into various options that have worked well elsewhere. Details of these findings are kept in the two Lever-Arch Files which are kept at the Baling Plant
- Stage 4 workshop held on the 3 February with an independent facilitator
- Product written up and fed into the next stage

Scoring Results at 3 Feb Waste Workshop

CLUSTER 1: HWRC, Collections, Baling Plant

Table	Transf. In-House	Outsourced	Joint Venture
1	88 = 1	51 = 3	65 = 2
2	94 = 1	64 = 3	80 = 2
3	87 = 1	54 = 3	70 = 2
4	79 = 1	61 = 3	67 = 2
5	74 = 1	41 = 3	70 = 2
6	81 = 1	54 = 3	63 = 2
Position	1	3	2

CLUSTER 2: Reuse Facilities

Table	Transf. In-House	Outsourced	Joint Venture	3rd Sector
1	72 = 1	41 = 4	56 = 3	61 = 2
2	89 = 1	68 = joint 3	68 = joint 3	67 = 4
3	67 = 1	Not scored	Not scored	64 = 2
4	59 = joint 2	53 = 4	59 = joint 2	66 = 1
5	61 = 1	56 = 4	57 = 3	58 = 2
6	55 = joint 2	55 = joint 2	53 = 3	57 = 1
Position	1	4	3	2

CLUSTER 3: Strategy, Enforcement & Education

Table	Transf. In-House	Outsourced	Joint Venture
1	87 = 1	61 = 3	70 = 2
2	89 = 1	45 = 3	85 = 2
3	70 = 1	51 = 3	55 = 2
4	72 = 1	54 = joint 2	54 = joint 2
5	70 = 1	40 = 3	66 = 2
6	53 = 1	36 = 3	47 = 2
Position	1	3	2

CLUSTER 4: Commercial Waste Collections

Table	Transf. In-House	Outsourced	Joint Venture
1	63 = 1	52 = 3	54 = 3
2	89 = 1	45 = 2	79 = 2
3	82 = 1	2 = 3	57 = 2
4	82 = 1	66 = 3	73 = 2
5	68 = 1	37 = 3	64 = 2
6	63 = 1	43 = 3	45 = 2
Position	1	3	2

Appendix D

Renewal of life expired Authority owned waste vehicles

Vehicle Type	Capital Purchase Cost	Lease Per Annum
YEAR 1		
Twinpac RCV	£170k	£35k
Twinpac RCV	£170k	£35k
Twinpac RCV	£170k	£35k
Twinpac RCV	£170k	£35k
Twinpac RCV	£170k	£35k
Twinpac RCV	£170k	£35k
12t RCV	£120k	£24k
32T Hookloader	£130k	£26k
7.5T Hookloader	£ 55k	£11k
Sub-Total	£1.325m	£271k
YEAR 2		
Twinpac RCV	£170k	£35k
Twinpac RCV	£170k	£35k
Twinpac RCV	£170k	£35k
Twinpac RCV	£170k	£35k
32T Hookloader	£130k	£26k
Sub-Total	£810k	£166k
YEAR 3		
32T Hookloader	£130k	£26k
32T Hookloader	£130k	£26k
Twinpac RCV	£170k	£35k
Twinpac RCV	£170k	£35k
Sub-Total	£600k	£122k
Cumulative Revenue Implications		
YEAR 1		£271k
YEAR 2		£437k
YEAR 3		£559k
Alternative Cumulative Capital Implications		
YEAR 1		£1.325m
YEAR 2		£2.155m
YEAR 3		£2.735m

Report of the Chief Social Services Officer

Cabinet – 16 June 2016

WESTERN BAY HEALTH AND SOCIAL CARE PROGRAMME

REGIONAL ADOPTION SERVICE INTER AUTHORITY AGREEMENT

Purpose:	To update on the progress of the formulation of the Western Bay Regional Adoption Service Inter Authority Agreement.
Policy Framework:	Sustainable Social Services for Wales: A Framework for Action.
Reason for Decision:	To agree in principle the final Inter Authority Agreement for the Western Bay Adoption Service that meets statutory requirements.
Consultation:	Legal, Finance and Access to Services.
Recommendation(s):	<p>It is recommended that Cabinet:</p> <ol style="list-style-type: none">1) Agree in principle the content of the draft final Inter Authority Agreement.2) Authorise the Chief Social Services Officer to make any further amendments to the Agreement (in conjunction with the Head of Legal and Democratic Services) necessary to finalise the draft prior to signature.3) Authorise the Chief Social Services Officer to sign the Inter Authority Agreement on behalf of the Council.
Report Author:	Val Jones
Finance Officer:	Chris Davies
Legal Officer:	Debbie Smith
Access to Services Officer:	Sherill Hopkins

1.0 Introduction

- 1.1 From previous reports Members will be aware that the creation of a National Adoption Service is one of the key policy strands of the Welsh Government, as enacted in the Social Services and Well-Being (Wales) Act 2014. This Act provides powers, under Section 9, for Ministers to direct local authorities to collaborate in relation to adoption services and to prevent any local authority from withdrawing from these collaborations in the future.
- 1.2 This report has been produced for Members in order to inform them of the progress made in relation to the completion of the final Inter Authority Agreement for the Western Bay Regional Adoption Service and to advise on the Council's statutory obligation in respect of this.
- 1.3 The Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions came into force on 13th March 2015. (Appendix A) The primary purpose of these Directions is to ensure effective joint arrangements are in place between local authorities in Wales for the delivery of adoption services.
- 1.4 Paragraph 7 of the Directions sets out the requirement that each local authority must enter into a written partnership agreement with the other local authorities in the regional collaborative of which it is a part.
- 1.5 Schedule 1 of the Directions sets out which local authorities must collaborate with each other. For the Western Bay region the local authorities are Bridgend, Neath Port Talbot and Swansea, with Swansea being the host authority, this having been approved by Cabinets in all three local authorities in April 2014.

2.0 Progress to date

- 2.1 A further Cabinet report was presented to all three local authority Cabinets in December 2014 which agreed the model/structure for the Regional Service, the Regional pooled budget, the location and accommodation for the co-located Regional Service, the implementation of a Regional Adoption Panel and the Interim Legal/Partnership Agreement.
- 2.2 As the Service was in transition the legal advice provided at the time indicated that an Interim Agreement during the first year of the Service was the most practical way forward, with this being reviewed and revised to form a final Agreement for the future of the Service.

- 2.5 The Inter Authority agreement provides the legal framework through which the regional collaborative will operate and fulfil its responsibilities in delivering an adoption service.
- 2.6 Paragraph 7.4 (a-u) of the Directions sets out the matters which must be contained in the Partnership Agreement and these are fully outlined within the final partnership agreement to ensure compliance. (Appendix B)
- 2.7 The Inter Authority Agreement includes the Service Specification, the financial model and the model/structure for Service delivery which has been negotiated and agreed by all three local authorities and as such requires formal approval by the Cabinets of all three local authorities.

3.0 Governance and Scrutiny Arrangements

- 3.1 Scrutiny arrangements will be in accordance with those agreed for the Western Bay programme as a whole. Annual reports on the performance of the regional adoption service will be presented to the three Scrutiny Committees within the local authorities.
- 3.2 The national and regional governance arrangements are set out in paragraph 8 of the Directions. This includes the establishment of a Governance Board, an Advisory Group and a regional Management Committee.
- 3.3 The reporting arrangements are laid out under paragraph 15 which includes the provision of information to the Director of Operations and the Governance Board in relation to the exercise of their partnership arrangements when requested.

4.0 Equality and Engagement Implications

An initial EIA screening has been undertaken and has concluded that the delivery of adoption services through a Regional Collaborative has equality considerations at its core, therefore a full EIA assessment report is not required. (Appendix C) The aim of the collaboration in bringing the three local authority Adoption Teams together is to work in a more responsive, effective and efficient way and is therefore not significantly changing any aspect of the service. It is envisaged that the collaborative will promote equal opportunity for prospective adopters and those requiring support services by ensuring consistency of response and approach. The Collaborative will also increase placement opportunity and choice for children requiring adoptive placements.

5.0 Financial Implications

- 5.1 The first year budget required for the regional adoption service was £2846.5k made up of £1379k for staffing, £295k for other fixed costs and £1172.50k for variable costs (independently commissioned placements).
- 5.2 The proposed financial contribution of each local authority for 2015/16 was £1.053m from NPT and Swansea and £740.5k from Bridgend based on the funding formula outlined within the Inter Authority Agreement and the pro-rata recourse to adoption placements anticipated to be required by each local authority.
- 5.3 It is proposed that the contributions for the financial year 2016/17 are split three ways with each LA contributing an equal share of the proposed pooled budget based on the pro-rata anticipated number of adoption placements by each local authority for the next financial year.

6.0 Legal Implications

- 6.1 The arrangements, as set out in this paper, will satisfy the policy requirements of Welsh Government whilst ensuring that the statutory responsibilities of each local authority continue to be met.
- 6.2 The host authority's legal service has taken the lead in finalising the Inter Authority Agreement in consultation with legal representatives from the partner agencies. The Inter Authority Agreement represents the formal arrangements between the three Authorities that is legally binding and provides assurance and protection to each individual authority in committing to these arrangements.
- 6.3 The agreement will set out amongst other things:
- Governance arrangements
 - The terms of reference and membership of the Regional Management Board.
 - The termination and exit provisions.
 - The structure of the Integrated Service, staffing and employment arrangements.
 - The apportionment of costs and liabilities between the parties and the provision of indemnities to the Host Authority to protect the Council when fulfilling its obligations under the Agreement.
 - The financial management arrangements
 - Provision to address matters such as disputes, variations, data protection/sharing of information and freedom of information

Background Papers: The Previous Cabinet papers in relation to the Western Bay Adoption Service dated April 2014 and December 2014.

Appendices: Appendix A – The Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions

Appendix B– Legal Partnership Agreement

Appendix C - EIA Screening Form

Children and Young Persons, Wales

Social Care, Wales

Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015

Purpose

The primary purpose of these Directions is to ensure that effective joint arrangements are in place between local authorities in Wales for the delivery of adoption services.

Summary

The Welsh Ministers are exercising the direction – making powers conferred by section 3A Adoption and Children Act 2002 to require local authorities in Wales to enter into specified arrangements with each other in relation to the provision of specified services under section 3(1) Adoption and Children Act 2002. The aim of the arrangements is to ensure consistent delivery of high quality adoption services across Wales. The arrangements are at a national level, regional level and local level.

At national level, the arrangements will be effected through a Governance Board, an Advisory Group and a Director of Operations.

At a regional level, the arrangements will be effected by five regional collaboratives. Each collaborative is a partnership of local authorities working together to ensure that a good quality adoption service is provided in their region. The composition of the regional collaboratives is determined by paragraph 7(2) and is set out at Schedule 1.

Local authorities will continue to carry out some of their adoption functions individually at local level.

Collectively, these joint arrangements for the provision of adoption services are referred to as “the National Adoption Service”.

Partnership agreements will set out the extent to which adoption functions are to be exercised by local authorities individually and the extent to which they are to be exercised through local authorities working in partnership through a regional collaborative.

Action

Local authorities should ensure that they are in a position to comply with the requirements of the Directions when they come into force on 13 March 2015.

Enquiries

Enquiries about these directions should be directed to Elizabeth Lockwood, Head of Placements Branch, Delivering Policy for Children and Adults Division, Department for Health and Social Services, Welsh Government. Telephone: 029 20 821695. Email: elizabeth.lockwood@wales.gsi.gov.uk.

The Welsh Ministers in exercise of the powers conferred by section 3A Adoption and Children Act 2002(1) (“the Act”), and having consulted the local authorities in Wales, make the following Directions.

Title and coming into force

1. These Directions may be cited as the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015 and come into force on 13 March 2015.

The broad aims of the Joint Adoption Arrangements in Wales

2. The broad aims of the joint adoption arrangements are as follows—

- (a) the consistent delivery of high quality adoption services throughout Wales;
- (b) keeping delay to a minimum in the placement of children for adoption;
- (c) ensuring the widest choice possible of placements for adoption for children;
- (d) ensuring that high quality and timely training and assessment for prospective adopters is consistently available;
- (e) improving the process of matching children with prospective adopters;
- (f) the streamlining of adoption processes and ensuring improved liaison between social workers involved in adoption cases;
- (g) keeping adoption breakdown to a minimum by the provision of comprehensive adoption support services according to assessed need; and
- (h) collaborative working between local authorities, registered adoption societies, NHS Trusts and education services.

Interpretation

3.—(1) In these Directions —

“the Act” (*“y Ddeddf”*) means the Adoption and Children Act 2002;

“the Advisory Group” (*“y Grŵp Cynghori”*) means the group with the functions set out in paragraph 11 and the membership set out in paragraph 12;

(1) 2002 c.38 inserted by section 170 Social Services and Well-being (Wales) Act 2014.

“the Governance Board” (*“Bwrdd Llywodraethu”*) means the board with the functions set out in paragraph 9 and the membership set out in paragraph 10;

“the Host Authority (*“yr Awdurdod Lletyol”*) is the local authority designated in accordance with paragraph 8(3);

“the National Adoption Service” (*“y Gwasanaeth Mabwysiadu Cenedlaethol”*) means the Governance Board, the Advisory Group, the Director of Operations, the Regional Collaboratives and the local authorities exercising the functions specified in these Directions;

“partnership functions” (*“swyddogaethau partneriaeth”*) has the meaning given in paragraph 7(4)(a)(ii);

“registered adoption society” (*“cymdeithas fabwysiadu cofrestredig”*) means a voluntary organisation which is an adoption society registered under Part 2 of the Care Standards Act 2000⁽¹⁾.

“WLGA” is used to refer to the Welsh Local Government Association (*“Cymdeithas Llywodraeth Leol Cymru”*).

Specified services

4.—(1) The services maintained by local authorities under section 3(1) of the Act which are specified for the purposes of these Directions are services designed to meet the needs, in relation to adoption, of —

- (a) children who may be adopted, their parents or guardians;
- (b) persons wishing to adopt a child; and
- (c) adopted persons, their parents, natural parents and former guardians.

(2) The services maintained by local authorities under section 3(1) of the Act which are specified for the purposes of these Directions include services designed to meet the needs, in relation to adoption support services, of—

- (a) children who are siblings of an adoptive child (including a person who is in that relationship by virtue of a marriage or civil partnership or an enduring family relationship); and
- (b) relatives of adoptive children, adoptive parents and natural parents of an adoptive child, limited to arrangements for contact between an adoptive child and a natural parent or a related person of the adoptive child.

(1) 2000 c.14.

(3) In this paragraph “relative”, in relation to a child, means a step-parent, grandparent, brother, sister, uncle or aunt (including any person who is in that relationship by virtue of a marriage or civil partnership or an enduring family relationship).

(4) In paragraph 4(2)(b) “related person” means—

- (a) a relative within the meaning of paragraph 4(3); or
- (b) any person with whom the adoptive child has a relationship which appears to the local authority to be beneficial to the welfare of the child having regard to matters referred to in sub-paragraphs (i) to (iii) of section 1(4)(f) of the Act.

Duty under section 3(1) of the Adoption and Children Act 2002

5. The steps taken to implement the arrangements specified in these Directions must be consistent with the local authority’s duty to maintain an adoption service in accordance with section 3(1) of the Adoption and Children Act 2002.

Requirement for local authorities to collaborate with each other

6. Each local authority must enter into arrangements to carry out its adoption functions—

- (a) in collaboration with other authorities in a regional collaborative to the extent specified in partnership agreements drawn up in accordance with paragraph 7 of these Directions, and
- (b) in collaboration with all local authorities in Wales to provide management and oversight of those functions as required by paragraphs 8 to 14 of these Directions.

Regional collaboration - partnership between local authorities

7.—(1) Each local authority must enter into a written partnership agreement with the other local authorities in the regional collaborative of which it is a part.

(2) The local authorities with which each local authority must collaborate are set out in Schedule 1.

(3) A partnership agreement must contain details about the matters set out in sub-paragraph (4) and may include additional provisions relevant to local circumstances.

(4) The matters which must be contained in a partnership agreement are as follows—

- (a) the functions in relation to the maintenance of both a domestic and inter-country adoption service, including post-adoption services—
 - (i) which the local authorities will continue to carry out individually; and
 - (ii) which the local authorities will carry out collaboratively as part of the partnership arrangements (referred to as “the partnership functions”);
- (b) arrangements to establish a management committee to manage and have oversight of the regional collaborative’s operations;
- (c) arrangements for each local authority to nominate a representative to participate on the management committee with sufficient authority to take decisions so that the partnership arrangements operate effectively;
- (d) arrangements for the appointment of a representative from one of the local authorities to represent the regional collaborative on the Advisory Group;
- (e) arrangements for the appointment of a representative from one of the local authorities to represent the regional collaborative on the Governance Board;
- (f) staffing arrangements to ensure that there are suitable staff in sufficient numbers to carry out the partnership functions;
- (g) arrangements to ensure that sufficient and appropriate equipment, services and accommodation are available to carry out the partnership functions;
- (h) arrangements for determining the amount of payment or other contribution to be made by the local authorities towards the cost of carrying out the partnership functions;
- (i) arrangements for accounting and auditing in respect of expenditure relating to the partnership functions;
- (j) arrangements setting out which local authorities within the regional collaborative take responsibility for particular aspects of the operational requirements such as the provision of premises;
- (k) arrangements for working with registered adoption societies and to provide for their representation on the management committee of the regional collaborative;
- (l) arrangements to ensure that the views and the experience of service users are taken into account in carrying out the partnership functions;

- (m) arrangements for working with local authority education departments and to provide for their representation on the management committee of the regional collaborative;
- (n) arrangements for working with Local Health Boards and National Health Service Trusts and to provide for their representation on the management committee of the regional collaborative;
- (o) arrangements to ensure that the individual local authorities share relevant information to enable the regional collaborative to comply with the requirements of these directions;
- (p) a provision that notice by a local authority of intention to withdraw from the agreement will take effect no less than 12 months from the receipt of written notice to both the chairperson of the management committee of the regional collaborative in question and the chairperson of the Governance Board;
- (q) arrangements for resolving complaints arising out of the exercise of partnership functions, including how to complain and to whom any complaint should be addressed;
- (r) arrangements for determining disputes between local authorities arising out of the exercise of partnership functions;
- (s) arrangements for sharing information arising out of the exercise of partnership functions;
- (t) arrangements for ensuring that due consideration is given to the need for Welsh language services in planning and delivery of the adoption service through the partnership functions;
- (u) provision for review of the partnership agreement 12 months from the date of this agreement and every 2 years thereafter.

Management and oversight of the arrangements at national level

8.—(1) The local authorities must make arrangements for oversight of the regional collaboratives by —

- (a) establishing and maintaining a Governance Board ('the Governance Board') with the functions set out in paragraph 9 and membership as set out in paragraph 10;
- (b) establishing and maintaining an Advisory Group ('the Advisory Group') with the functions set out in paragraph 11 and membership as set out in paragraph 12 ;
- (c) the appointment of a Director of Operations.

(2) The local authorities must formulate terms of reference for the Governance Board and the Advisory Group which are consistent with these Directions and must review them annually.

(3) The local authorities must make arrangements for one of the local authorities to be designated as the Host Authority for the purpose of the management and oversight of arrangements at national level.

(4) The local authorities must make arrangements with respect to the declaration and management of conflicts of interest in the running of the Governance Board and Advisory Group.

The Governance Board

9.—(1) The functions of the Governance Board include the following —

- (a) provision of strategic direction in the development and delivery of the National Adoption Service, having regard to any advice from the Advisory Group and the Director of Operations;
- (b) approval of the annual work programme prepared by the Director of Operations in accordance with paragraph 13(2)(a);
- (c) ensuring that the views of all stakeholders are represented effectively;
- (d) monitoring and oversight of —
 - (i) the performance of the National Adoption Service against the performance measures in the National Performance Management Framework;
 - (ii) the quality of engagement with registered adoption societies and service user representatives within the National Adoption Service both at central and regional levels;
 - (iii) the budget and financial management of the Governance Board itself, the Advisory Group and the Director of Operations; and
 - (iv) compliance with these Directions;
- (e) ensuring due consideration is given to the need for Welsh language services in planning and delivery of adoption services throughout Wales;
- (f) providing a copy of the reports required by paragraphs 13(2)(a) and 13(2)(d) to the Welsh Ministers once these have been approved by the Governance Board; and
- (g) notifying the Welsh Ministers of any issues regarding the National Adoption Service

which, in its view, need to be drawn to their attention.

Membership of the Governance Board

10.—(1) The local authorities must ensure that the Governance Board is made up of—

- (a) a representative of each of the regional collaboratives appointed in accordance with arrangements made under paragraph 7(4)(e); and
- (b) a chairperson.

(2) The local authorities must invite, and use their best endeavours to ensure that the following become members of the Governance Board, subject to their agreement—

- (a) a WLGA spokesperson for Health and Social Services;
- (b) a WLGA deputy spokesperson for Health and Social Services;
- (c) the mayor or the executive leader (as the case may be), (or a deputy in respect of one of these roles), of the Host Authority;
- (d) the independent chairperson of the Advisory Group; and
- (e) a representative on behalf of the registered adoption societies.

(3) “Mayor” and “executive leader” have the same meaning as in section 11 of the Local Government Act 2000(1).

The Advisory Group

11. The functions of the Advisory Group include the following —

- (a) drafting terms of reference for the Advisory Group and submitting them to the Governance Board for approval;
- (b) the provision of professional advice and support to the Governance Board in order to inform the overall strategic direction of the National Adoption Service;
- (c) supporting the effective operation of the National Adoption Service to ensure that it promotes best practice;
- (d) notifying the Welsh Ministers of any issues regarding the National Adoption Service which, in its view, need to be drawn to their attention.

(1) 2000 c.22.

Membership of the Advisory Group

12.—(1) The local authorities must ensure that the Advisory Group is made up of—

- (a) a representative of each of the regional collaboratives appointed in accordance with arrangements made under paragraph 7(4)(d) ; and
- (b) an independent chairperson.

(2) The local authorities must invite, and use their best endeavours to ensure that, the following become members of the Advisory Group —

- (a) a representative of the Association of Directors of Social Services Cymru;
- (b) a representative of the Association of Directors of Education in Wales;
- (c) a representative of the WLGA;
- (d) three representatives from registered adoption societies;
- (e) a legal adviser from the Host Authority;
- (f) a Designated Doctor⁽¹⁾ appointed by the Public Health Wales National Health Service Trust, with specific responsibilities in relation to safeguarding the welfare of children, and in relation to children looked after by a local authority pursuant to section 22 Children Act 1989⁽²⁾;
- (g) a medical adviser appointed by an adoption agency pursuant to regulation 8(3) of the Adoption Agencies (Wales) Regulations 2005⁽³⁾;
- (h) a representative of the Child and Adolescent Mental Health Service;
- (i) a service user representative; and
- (j) a representative from a Social Research Centre.

(3) A person is independent for the purpose of sub-paragraph 1(b) if—

- (a) the person does not perform a role, pursuant to a contract, which includes any management or budgetary responsibility for—
 - (i) any matter relating to the maintenance of a service referred to in paragraph 4;
 - (ii) any matter relating to the making arrangements for the adoption of children by a registered adoption society;

(1) Safeguarding Children: Working Together under the Children Act 2004, Welsh Government Guidance 2006.

(2) 1989 civ 41.

(3) S.I. 2005/1313.

- (iii) the Wales Adoption Register; or
 - (iv) independent reviews of determinations pursuant to the Independent Review of Determinations (Adoption and Fostering) (Wales) Regulations 2010(1);
 - (v) any aspect of compliance with these Directions except in fulfilment of the role of chairperson of the Advisory Group.
- (4) In 12(2)(i), “service user” means—
- (a) a person who has adopted a child,
 - (b) an adopted person,
 - (c) the natural parent of an adopted child,
 - (d) a person who has sought approval or is seeking approval as a prospective adopter,
 - (e) a child for whom an adoptive placement is being sought.

The Director of Operations

13.—(1) The Host Authority must make arrangements for the appointment of a Director of Operations.

(2) The functions of the Director of Operations must include —

- (a) production of an annual work programme for the National Adoption Service, and the Advisory Group which must include—
 - (i) priorities and targets for the coming financial year;
 - (ii) financial plans and a budget for the coming financial year;
- (b) monitoring and analysis of performance data received from the regional collaboratives;
- (c) determining the actions to take to address any issues which require improvement;
- (d) submission to the Governance Board of a six monthly interim progress report on 31 December and an annual progress report on 30 June each year which must include—
 - (i) an analysis of the implementation of the annual work programme approved by the Governance Board under paragraph 9(b);
 - (ii) a financial report, including analysis of expenditure in relation to the budget for the financial year in question for the central elements of the National Adoption Service;

(1) S.I. 2010/746.

- (iii) an analysis of reports from the management committees of the regional collaboratives and performance of the regional partnership arrangements against the National Performance Framework;
- (iv) any aspects of the joint adoption arrangements which, in the view of the Director of Operations, need to be improved, with proposals on how this is to be achieved;
- (v) plans to develop the National Adoption Service in accordance with the broad aims stated at paragraph 2;
- (e) promotion of best practice and a culture of continuous improvement throughout the National Adoption Service;
- (f) establishing and maintaining a website for the National Adoption Service;
- (g) the co-ordination of pre-approval training courses for prospective adopters;
- (h) the co-ordination of adoption support services;
- (i) managing the staff who are required to assist in carrying out the functions of the Director of Operations.

(3) The Director of Operations must promptly notify the chairperson of the Governance Board, the chairperson of the Advisory Group and the Welsh Ministers of any matter he or she considers necessary in order to ensure the development and delivery of adoption services in accordance with the broad aims in paragraph 2.

Funding

14. The local authorities must enter into arrangements to ensure that—

- (a) the Governance Board, the Advisory Group and the Director of Operations have sufficient resources to perform their functions and to facilitate achievement of the broad aims in paragraph 2; and
- (b) there are adequate financial and accounting procedures.

Regional collaboratives – reporting

15.—(1) The local authorities in a regional collaborative must provide information about the exercise of their partnership functions to the Director of Operations, the Advisory Group and to the Governance Board when requested.

(2) In addition each regional collaborative must provide the following to the Director of Operations—

- (a) an annual work programme for the regional collaborative, to be submitted by 31 March each year;
- (b) a quarterly report at the end of each of the first three quarters of the financial year setting out the performance of the partnership arrangements against the National Performance Framework;
- (c) an annual report to be submitted by 31 May each year, to include—
 - (i) the performance of the regional collaborative against the performance measures in the National Performance Management Framework;
 - (ii) information regarding the resolution of complaints and determination of disputes at local and regional level and any impact on the provision of adoption services;
 - (iii) an analysis of the implementation of the annual work programme;
 - (iv) plans to address any under-performance; and
 - (v) plans to develop the adoption service within the region in accordance with the broad aims stated at paragraph 2.

Regional arrangements – matching

16.—(1) Where a local authority is seeking an adoptive placement for a child and —

- (a) three months have elapsed since the date on which the local authority was authorised to place the child for adoption; and
- (b) the local authority has not made a decision to match the child with prospective adopters,

the local authority must provide the child’s details to the Wales Adoption Register established by the Welsh Ministers.

(2) In 16(1)(a), ‘authorised to place the child for adoption’ means either —

- (i) authorised to place for adoption pursuant to parental consent under section 19 of the Adoption and Children Act 2002; or
- (ii) authorised to place for adoption pursuant to a placement order made pursuant to section 21(1) of the Adoption and Children Act 2002.

(3) Where a local authority has approved a person as a prospective adopter and —

- (a) three months have elapsed since the date of approval; and
- (b) the local authority has not made a decision to match the prospective adopter with a child for adoption,

the local authority must provide details of the prospective adopter to the Wales Adoption Register established by the Welsh Ministers.

Signed by Professor Mark Drakeford, Minister for Health and Social Services, on behalf of the Welsh Ministers

Dated

SCHEDULE 1 Paragraph 7(2)

**Adoption and Children Act 2002 (Joint
Adoption Arrangements) (Wales)
Directions 2015**

The regional collaboratives for the purpose of the National Adoption Service in Wales are to be comprised of the following local authorities—

1. North Wales: Conwy and Wrexham County Borough Councils, Gwynedd, Denbighshire Flintshire and Anglesey County Councils;

2. South East Wales: Blaenau Gwent, Caerphilly, Monmouth, Newport and Torfaen County Borough Councils and Monmouthshire County Council;

3. Mid and West Wales: Ceredigion, Carmarthenshire, Pembrokeshire and Powys County Councils;

4. Western Bay: Bridgend and Neath Port Talbot County Borough Councils and Swansea County Council; and

5. Vale, Valleys and Cardiff: Cardiff City and County Council, Vale of Glamorgan, Merthyr Tydfil and Rhondda-Cynon-Taff County Borough Councils.

DATED

WESTERN BAY REGIONAL ADOPTION SERVICE

INTER AUTHORITY SERVICES AGREEMENT

Between

Bridgend County Borough Council

AND

Neath Port Talbot County Borough Council

AND

The Council of the City and County of Swansea

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THIS AGREEMENT is made the [DATE]

PARTIES

- (1) **BRIDGEND COUNTY BOROUGH COUNCIL** of Civic Offices, Angel Street, Bridgend, CF31 4WB ("**Bridgend**");
- (2) **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL** of Port Talbot Civic Centre, Port Talbot, SA13 1PJ ("**NPT**"); and
- (3) **THE COUNCIL OF THE CITY AND THE COUNTY OF SWANSEA** of Civic Centre, Oystermouth Road, Swansea, SA1 3SN ("**Host Authority**").

BACKGROUND

- (A) In February 2013 in the document "Sustainable Social Services: A Framework for Action" the Welsh Government made it clear that it expects and if necessary will require that some services, including adoption, will be provided nationally.
- (B) In a written statement on 25th April 2013, the Deputy Minister for Children and Social Services endorsed the proposals for achieving a national adoption service and the development of a functional model for the delivery of services across Wales, as presented by Association of Directors for Social Services Cymru (**ADSS**) and the Welsh Local Government Association (**WLGA**).
- (C) The functional model proposes that five regional adoption collaboratives are established to deliver the functions of the national service. This Agreement relates to the proposed Western Bay Regional Adoption Service consisting of Bridgend, Neath Port Talbot and Swansea. Under this Agreement Swansea will act as the Host Authority for the delivery of all regional responsibilities and functions.
- (D) This Agreement facilitates the amalgamation of three adoption services into a single integrated service team and outlines the arrangements for governance, Pooled Fund, staffing and resources.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this agreement.

“Agreement”	means this agreement and any schedules attached hereto;
“Authority” or “Authorities”	means either the Host Authority, NPT or Bridgend or all as the context requires;
“Commencement Date”	means the 1 st of April 2015
“EIR”	means the Environmental Information Regulations
“Employee”	means any person who is employed by an Authority and works within the adoption service;
“FOIA”	means the Freedom of Information Act 2000;
“Host Authority”	means the Council of the City and County of Swansea or any subsequent replacement as permitted within the terms of this Agreement
“Information Sharing Protocol”	means the process detailed in Schedule 2 to be adhered to by the Authorities when sharing information, including Personal Data as defined in the Data Protection Act 1998,
“Integrated Service”	means the amalgamation of the three adoption service teams across the western bay area and the management and delivery of those services as detailed in Schedule 1 and Annex 1 to that Schedule (Integrated Service Specification);
“Intellectual Property”	means copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered.

“Key Objectives”	means the objectives for the Integrated Service as detailed in Schedule 1 Part 2;
“Management Board”	means the group comprising of: <ul style="list-style-type: none"> ▪ A Head of Service from each of the Authorities; ▪ the Director of Social Services, Health and Housing at NPT who shall act as chairperson.
“Necessary Consents”	all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Integrated Service;
“Original Authority”	means the Authority that employs the Employee prior to the Commencement Date and continues to employ any such Employee throughout this Agreement who is responsible for managing any vacancy of that post thereafter;
“Placing Authority”	Means the Authority making the “should be placed “ and “matching” decisions in respect of children for whom is has a statutory responsibility.
“Pooled Fund”	means the joint fund(s) of monies administered by the Host Authority under the direction of the Management Board being the shared contributions from the Authorities for the purpose of delivering the Integrated Service as set out in clause 9;
“Regional Adoption Service Manager”	means the individual employed by the Host Authority who will have the day to day operational responsibility for the delivery of the duties of the Integrated Service as detailed in Schedule 3 part 2.
“Retained Functions”	Means those functions retained by each individual Authority as set out in paragraph 2.4 of the Annex to Schedule 1.

1.2 Clause, Schedules and paragraph headings shall not affect the interpretation of this Agreement.

1.3 The Schedules and any Annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules and Annexes.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.7 A reference to writing or written includes fax and e-mail.

2. **AGREEMENT**

- 2.1 This Agreement is made under the powers conferred by Section 101 and 111 of the Local Government Act 1972, Section 25 of the Local Government Wales Act 1994, the Local Authorities (Goods and Services) Act 1970, Sections 2, 19, 20 of the Local Government Act 2000, Section 3A(1) of the Adoption & Children Act 2002 (as amended by Social Services and Well-being (Wales) Act 2014 and all other enabling powers now vested in the Authorities.
- 2.2 The Authorities have agreed to establish the Integrated Service on the terms of this Agreement in order to achieve the Key Objectives
- 2.3 In order to facilitate the creation of the Integrated Service under this Agreement, the Authorities have further agreed to:
- (a) appoint a Host Authority responsible for the delivery of the Integrated Service;
 - (b) create a Management Board to carry out functions set out in Schedule 3 Part I;
 - (c) appoint a Regional Adoption Service Manager to carry out functions set out in Schedule 3 Part II;
 - (d) create a Pooled Fund to facilitate the delivery of the Service.

3. **TERM**

- 3.1 This Agreement shall take effect on the Commencement Date and shall continue until such time as the Agreement is terminated in accordance with clause 15.

4. **CONSENTS AND DUE DILIGENCE**

- 4.1 The Authorities shall ensure that all Necessary Consents are in place to provide the Integrated Service and shall provide copies thereof to the Host Authority.

4.2 Subject to clause 4.3 below where there is any conflict or inconsistency between the provisions of the Agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Host Authority has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Integrated Service and the requirement of any such Necessary Consent does not impede the delivery of the Integrated Service then the Agreement shall accordingly be varied to be consistent with the Necessary Consent.

4.3 Where there is a conflict or inconsistency between this Agreement and any Necessary Consent that impedes the delivery of the Integrated Service the matter shall be referred to the Management Board for immediate resolution.

4.4 The Host Authority acknowledges and confirms that:

(a) it has had an opportunity to carry out a due diligence exercise in relation to the Integrated Service and has asked the Authorities questions it considers to be relevant for the purpose of establishing whether it is able to provide the Integrated Service in accordance with the terms of this Agreement;

(b) it has received all information requested by it from the Authorities pursuant to clause 4.3(a) to enable it to determine whether it is able to provide the Integrated Service in accordance with the terms of this Agreement;

(c) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Authority pursuant to clause 4.3(b).

5. **HOST SERVICES**

5.1 It is agreed between the Authorities that for the purpose of the development and delivery of the Integrated Service, the Host Authority shall provide the Integrated Services for and on behalf of all the Authorities and, subject to acting in accordance with the instructions of the Management Board and clause 5.2 shall have authority to enter into agreements necessary with any third party in respect of the provision of the Integrated Services. Any contract entered into by the Host Authority will be based solely on the Host Authority's Contract Procedure Rules.

- 5.2 Where the Host Authority is minded to put in place agreements with third party providers for the provision of the Integrated Services, it shall first consult the other parties to this Agreement to ascertain whether they are able to provide such services, and the provision of those services either by a third party or one of the Authorities will be subject to the agreement of the Management Board.

6. **GOVERNANCE**

MANAGEMENT BOARD

- 6.1 The Management Board is responsible for the overall strategic direction of the Integrated Service. Its functions and terms of reference are set out in Schedule 3 Part I to this Agreement.

REGIONAL ADOPTION SERVICE MANAGER

- 6.2 The Host Authority is responsible for the day to day running of the Integrated Service, its functions largely discharged by the Regional Adoption Service Manager. The functions and terms of reference of the Regional Adoption Service Manager are set out in Schedule 3 Part II.

7. **STAFF**

- 7.1 All staff employed in the operation of the Integrated Service shall have a mobility clause within their employment contracts enabling them to operate within the geographical area covered by the Western Bay Regional Adoption Service.
- 7.2 Where deemed appropriate by the Host Authority, the Employees shall be required to co-locate to offices in the Neath Port Talbot area ("**Co-Located Offices**").
- 7.3 All Employees shall remain employed by the Original Authority during the operation of the Integrated Service, with the terms of their employment remaining unchanged save for the requirements of clause 7.1. In particular, the period of continuous employment will remain unbroken.
- 7.4 All staff employed in the operation of the Integrated Service shall be managed and supervised on a day to day basis by the Regional Adoption Service Manager (or another authorised officer). Responsibility for any conduct or disciplinary matters remains with the employing Authority utilising the employing Authority's policies and procedures. For the avoidance of

doubt the Authorities acknowledge and accept that they may have to provide assistance and or any information reasonably requested by the employing Authority in order that the employing Authority may comply with any duties or obligations to the staff.

- 7.5 Where applicable a procedure for training and development of all staff involved in the operation of the Integrated Service will be agreed by the Management Board and implemented by each Authority and reviewed by the Regional Adoption Service Manager.
- 7.6 The Management Board will be responsible for all decisions relating to the staffing structure required to deliver the Integrated Service to ensure that it is fit for purpose.
- 7.7 The Management Board shall be responsible for all decisions relating to staffing costs as part of its role in managing the Pooled Fund in accordance with Schedule 4.

8. PREMISES

- 8.1 To further the development of the Integrated Service, Employees are required, as directed by the Host Authority, to co-locate to offices in the Neath Port Talbot area shown edged red on the plan annexed to Schedule 6 ("**Co-located Offices**").
- 8.2 The Integrated Service Employees shall be entitled to utilise the Co-located Offices during normal working hours when the Port Talbot Civic Centre is open to employees of NPT.
- 8.3 The Integrated Service Employees shall at all times comply with any health and safety policies of NPT that have been notified to them by NPT.
- 8.4 It is acknowledged by the Authorities that the office space and IT infrastructure was grant financed during the initial transition period Any costs incurred over and above the grant funding shall be apportioned in accordance Schedule 4 of this Agreement.
- 8.5 The Host Authority shall be permitted access to NPT and Bridgend premises as the Host Authority reasonably requires for the purposes of properly providing the Integrated Service.

9. POOLED FUND

- 9.1 The financial arrangements between the Authorities for the delivery of the Integrated Service are detailed in Schedule 4 of this Agreement.
- 9.2 The budget for the first financial year of this Agreement together with the mechanism for calculating subsequent budgets and contributions is set out in Schedule 4.
- 9.3 The constituent elements of the Pooled Fund will include all variable and fixed costs of providing the Integrated Service and is set out in Schedule 4
- 9.4 The apportionments each Authority will contribute for the first year of this Agreement are set out in Table 1 of Schedule 4. Percentage apportionments of the Pooled Fund for subsequent years shall be agreed by the Authorities in accordance with paragraph 1.3 of Schedule 4. The percentage apportionments agreed in accordance with paragraph 1.3 are calculated based on anticipated use of placements per year per Authority. This figure is then adjusted in accordance with paragraph 1.6 of Schedule 4 to reflect actual usage and this Agreement shall be varied accordingly to incorporate the adjusted figure on an annual basis.
- 9.5 The financial contributions of each Authority and the pro rata apportionments contained within Schedule 4 are agreed by each Authority for the year 2015/16 and will be amended on an annual basis going forward in accordance with clause 9.4 above.
- 9.6 No provision of this Agreement shall preclude the Authorities by mutual agreement making additional contributions of non-recurring monies to the Pooled Fund from time to time but no such additional contributions shall be taken into account in the calculation of the Authority's respective contributions for the purpose of apportionment in Schedule 4. Any such additional contributions of non-recurring monies shall be explicitly recorded in the budget arrangements, as a separate item.
- 9.7 Subject to Clause 9.8, the costs incurred by any of the Authorities in delivering the Integrated Service, shall be the responsibility of the Authority incurring the same unless and until such time as the Authority views those costs as disproportionate/ and or unreasonable, wherein the matter shall be referred to the Management Board for consideration. The Management Board shall determine whether such costs shall be met by the Pooled Fund and apportioned in accordance with Schedule 4 of this Agreement.

- 9.8 The costs incurred by NPT in providing premises and infrastructure support in accordance with clause 8 and as more particularly described in Schedule 6 shall form part of the costs met by the Pooled Fund and NPT will invoice the Pooled Fund accordingly.
- 9.9 Any reasonable costs incurred by NPT in the use of the Premises (over and above those contained within Schedule 6) which have been agreed by all parties to this Agreement shall form part of the Pooled Fund and NPT will invoice the Pooled Fund accordingly
- 9.10 The Host Authority shall be responsible for administering the Pooled Fund and shall act in accordance with the instructions of the Management Board. The internal regulations of the Host Authority shall apply to the management of the Pooled Fund. The Host Authority shall be responsible for forecasting and reporting to the Management Board upon the targets and information requirements set by the Management Board from time to time. The Host Authority shall make payments from the Pooled Fund, necessary to deliver the Integrated Service and in accordance with the instructions of the Management Board.
- 9.11 The Pooled Fund is to be used solely to achieve the aims and objectives of the Integrated Service set out in Schedule 1 and in accordance with the terms of this Agreement.
- 9.12 The Host Authority shall ensure that the Pooled Fund is used efficiently and in accordance with industry standard financial recording and reporting methods to deliver agreed outcomes and that expenditure and income within the Pooled Fund remains within budget and that any exceptions to this are reported to the Management Board in a timely manner.
- 9.13 The Authorities shall take mitigating action applicable and appropriate to ensure expenditure remains within the limit of the Pooled Fund and shall not act unreasonably so as to expose the other Authorities to undue financial risk.
- 9.14 The benefit of any surplus in the Pooled Fund at the end of any financial year may be used as agreed by the Management Board, or where there is no agreement, distributed to the Authorities in accordance with the apportionments as adjusted in accordance with paragraph 1.6 of Schedule 4. For the avoidance of doubt in this clause the end of the financial year will be the financial position after the reconciliation has been carried out in accordance with clause 1.6 of Schedule 4.
- 9.15 In the absence of the Authorities agreeing revised Pooled Fund contributions or apportionments as outlined in Schedule 4, the Authorities shall remain liable

to contribute the same sum as was identified as their contribution in the previous financial year after any adjustments have been undertaken in accordance with paragraph 1.6 of Schedule 4.

- 9.16 The invoicing arrangements between the Authorities shall be agreed by the Management Board

10. **INTELLECTUAL PROPERTY**

- 10.1 Any Intellectual Property created through the establishment and running of the Integrated Service shall vest in the Host Authority on trust on behalf of all the Authorities in equal proportions. This shall include but is not limited to processes, procedures, methodology and manuals.

- 10.2 The Host Authority shall grant to the Authorities an irrevocable licence to use that intellectual property for the purposes of the Integrated Service.

- 10.3 Nothing in this clause shall operate to prevent or make difficult the sharing of good practice between the Authorities.

11. **AGREEMENT REVIEW**

- 11.1 There will be an annual review of this Agreement to ensure it is achieving its objectives and that each Authority is upholding the general aims and spirit of this Agreement. If deemed necessary, there will be an interim review if there are any significant policy reviews or legislative changes that require this Agreement to be updated.

12. **ESCALATION**

- 12.1 If an Authority has any issues, concerns or complaints about the Integrated Service, or any matter in this Agreement, that Authority shall notify the other Authorities and the Authorities shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Management Board, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Management Board within 14 days, the matter may be escalated to the Chief Executives of each Authority for resolution.

- 12.2 Subject to the provisions of clause 17 where any Authority receives any formal inquiry, complaint, claim or threat of action from a third party including, but not limited to, claims made by a supplier or requests for information made under the FOIA in relation to the Integrated Service, the matter shall be

promptly referred to the Regional Adoption Service Manager. No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Integrated Service, without the prior approval of the Regional Adoption Service Manager.

13. **VARIATION**

13.1 Subject to clause 13.2 below this Agreement, including the Schedules and any Annexes, may only be varied by written agreement of all parties to this Agreement.

13.2 It is acknowledged and accepted that the table of contributions as set out in Schedule 4 will vary every year in accordance with paragraph 1.6 of Schedule 4 of this Agreement and any variation in this regard will be deemed to be incorporated once agreed by the Management Board and notification sent out to each Authority.

14. **LIABILITY AND INSURANCE**

14.1 Subject to Clause 14.5 and 14.6, the Host Authority shall be responsible for ensuring that adequate insurance cover agreed between the Authorities is in place covering the delivery of the Integrated Service

14.2 Any additional insurance premium payable by the Host Authority in insuring the Integrated Services shall be shared between each Authority in accordance with the percentage apportionment agreed between the Authorities for the relevant financial year and calculated in accordance with Schedule 4 following any reconciliation as set out in paragraph 1.6 of Schedule 4.

14.3 The Host shall notify the other Authorities within 10 days of any claims received in respect of the Integrated Service.

14.4 To the extent such matters are not covered by the insurance arrangements that the Host Authority is required to put in place or the losses sustained fall below the policy excess the Authorities agree to contribute to such losses in accordance with the percentage apportionments detailed in Table 1 of Schedule 4 (as adjusted in accordance with paragraph 1.6 of Schedule 4) for all losses suffered in relation to all actions, proceedings, costs, claims, demands, liabilities, losses and expenses however arising out of or in connection with any act or omission by the Host Authority in carrying out all or any of the duties and responsibilities of the Host Authority and/or implementing decisions of the Management Board, save where the losses

incurred are caused by an unauthorised or negligent act or omission of the Host Authority in which event the Host Authority shall indemnify the other Authorities in respect of such losses.

- 14.5 Individual Authorities are solely responsible for any losses arising as a result of the exercise of any of their Retained Functions
- 14.6 Save for those costs associated with withdrawal or termination, any costs incurred as a result of employer liability claims will be met by the employing Authority in respect of those members of staff whom it employs. The employing Authority is to maintain employers liability insurance in respect of its staff employed in the operation of the Integrated Service.
- 14.7 The provisions of this Clause shall survive termination.

15. **WITHDRAWAL AND TERMINATION**

- 15.1 Subject to clause 15.3 and 15.4 below any Authority may decide to withdraw from this arrangement.
- 15.2 If the Authorities agree that the Agreement should be terminated, then the Authorities agree to allow a reasonable period in order for the Host Authority to wind down the Integrated Service and Management Board whilst continuing to comply with their statutory requirements.
- 15.3 If any Authority wishes to withdraw from this Agreement it must notify each of the other Authorities by giving not less than twelve (12) months' notice in writing of its intention to withdraw.
- 15.4 If any Authority has notified the Host Authority of its intention to withdraw from this Agreement the remaining Authorities shall immediately review the Agreement to determine whether there is sufficient resource for the Host Authority to continue to fulfil its functions, obligations and responsibilities on behalf of the remaining Authority or whether the Agreement should be terminated pursuant to clause 15.2.
- 15.5 In the event of the Host Authority notifying the other Authorities of its intention to withdraw from this Agreement all parties shall immediately review the Agreement to determine whether either of the remaining Authorities can become a host Authority or whether the Agreement should be terminated pursuant to clause 15.2.

15.6 If it is decided that the Agreement is to continue after notice is given by the Host Authority to withdraw, the Host Authority shall continue to fulfil its functions, obligations and responsibilities until such time as arrangements have been made for the replacement host Authority to take over the Integrated Service.

16. **CONSEQUENCES OF WITHDRAWAL OR TERMINATION**

16.1 Unless otherwise agreed by the Management Board:-

16.1.1 In the event of any Authority withdrawing from this Agreement irrespective of whether notice has been issued, that Authority shall remain liable in accordance with the apportionments as adjusted in accordance with paragraph 1.6 of Schedule 4, for any financial or other obligation or liability (actual or contingent) incurred as a party to this Agreement in respect of the period to which the Authority was a party to the Integrated Service. This will also include a proportion of any additional costs incurred by the Authorities as a result of the withdrawal and as agreed by the Management Board.

16.1.2 In the event of the termination of this Agreement, all costs associated with such termination and any surplus of funds within the Pooled Fund and any disposal of assets, shall be shared by the Authorities in accordance with the apportionments as adjusted in accordance with paragraph 1.6 of Schedule 4.

16.2 Costs associated with termination shall include all related staffing costs, (as set out on Schedule 4 paragraph 1.5), costs relating to the disposal of assets acquired for the operation of the Integrated Service and any costs incurred by the Host Authority in terminating or otherwise dealing with its liabilities in relation to third party contracts entered into in accordance with clause 5.2. This list is not exhaustive.

16.3 This clause together with clauses 14 and 17 shall survive the termination of this Agreement.

17. **DATA PROTECTION AND FREEDOM OF INFORMATION**

DATA PROTECTION

17.1 All Authorities shall comply with the notification requirements under the Data Protection Act ("**DPA**")

- 17.2 All Authorities shall duly observe their obligations under the DPA which arise in connection with this Agreement and further agree to be guided by the Information Sharing Protocol detailed in Schedule 2 to this Agreement.

FREEDOM OF INFORMATION

- 17.3 Notwithstanding their duties under clause 12.2, each Authority acknowledges that they are subject to the requirements of the FOIA and the EIR and, should the request relate to the Integrated Service, shall assist and co-operate with each other to enable the Authority, by whom the request has been received, to comply with disclosure requirements under the FOIA.
- 17.4 The costs of dealing with any request shall be borne by the Authority receiving the request.

18. WELSH LANGUAGE POLICY

- 18.1 The Authorities shall comply with the provisions of the Welsh Language Act 1993 or any replacement protocol that the Authorities are required to implement as a result of the Welsh Language (Wales) Measure 2011 and Welsh Language Standards (Welsh Ministers, County and County Borough Council and National Park Authorities) Regulations 2015.
- 18.2 The Host Authority shall ensure that all third party contracts entered in connection with the Integrated Service shall comply with the requirements of the Welsh Language Act 1993, the Welsh Language Measure 2011 and Welsh Language Standards Regulation 2015 insofar as they apply to any of the Authorities.

19. COMPLAINTS

- 19.1 All complaints relating to the conduct of a member of staff employed in the delivery of the Integrated Service shall be referred to the relevant employing Authority who shall deal with that complaint in accordance with their internal policies. Any complaint relating to the Integrated Service provided to a service user shall be referred to the Authority with statutory responsibility for the service provision and shall be dealt with by that Authority in accordance with their internal policies. Where a complaint is received by the Integrated Service and there is a potential for more than one Authority to be responsible for managing that complaint, then the Authority to assume responsibility shall be determined by a joint decision of officers from the Authorities concerned

20. **GOVERNING LAW AND JURISDICTION**

20.1 This Agreement shall be governed by and construed in accordance with English and Welsh law and, without affecting the escalation procedure set out in clause 12; each Authority agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

21. **FAIR DEALINGS**

21.1 The Authorities recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of any of them and that if in the course of the performance of this Agreement, unfairness to any of them does or may result then the others shall use their reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

This Agreement has been entered into on the date stated at the beginning of it.

THE COMMON SEAL of BRIDGEND)
COUNTY BOROUGH COUNCIL was)
hereunto affixed in the presence of:-)

Mayor

Authorised Signatory

THE COMMON SEAL of THE CITY AND)
COUNTY OF SWANSEA COUNCIL was)
hereunto affixed in the presence of:-)

Designation:

THE COMMON SEAL of NEATH PORT)
TALBOT COUNCIL was)
hereunto affixed in the presence of:-)

Proper Officer

SCHEDULE 1 INTEGRATED SERVICE

A detailed Integrated Service Specification is attached at Annex 1 of this Schedule 1. For brevity an overview of the Integrated Service vision, general aims and objectives are detailed below.

PART 1

Integrated Service – The Vision

The Western Bay Adoption Service wishes to build on the success of three local authorities to improve performance in meeting the needs of those children who require permanence through adoption by bringing together the best practice from each authority into an Integrated Service.

All partners and stakeholders are agreed that collaboration should be underpinned by two guiding principles; that looked after children and prospective adopters alike are advantaged by doing so and that a regional service is demonstrably more efficient and flexible in delivering the service. All partners and stakeholders are agreed that, good as current performance might be, it can and must be improved upon, most especially in reducing the time that children and young people have to wait for adoptive placements and improving the “experience” for prospective adopters from initial inquiry, through the assessment process, panel approval and placement matching and the delivery of post adoption support services.

The amalgamation of services has been approved by Bridgend, Neath Port Talbot and Swansea.

SCHEDULE 1 - PART 2

The Key Objectives

Through collaboration and joint working the Key Objectives are:

- To carry out the functions of the national adoption service and deliver a comprehensive adoption service on a regional level.
- To ensure compliance with legislation, regulations, minimum standards, local procedures and the performance management framework set by the National Adoption Board.
- To ensure that services are carried out in a timely & efficient way and based upon the assessed needs of those persons requiring the service.
- To ensure that those persons seeking approval as adoptive parents are welcomed without prejudice and delay and that their applications are considered on their individual merit.
- To develop a recruitment strategy which ensures a range of adoptive placements are available regionally or through external agencies to ensure timely placements for all children where the placement plan is adoption.
- To provide a child focussed placement service to ensure that children are appropriately matched with adopters who can meet their needs throughout their childhood.
- To work jointly with Health and Education Boards with a view to:
 - providing a range of pre & post adoption support and intermediary services in conjunction with statutory and voluntary sector providers.
 - establishing effective working links with key stakeholders and other collaboratives.
- To maintain effective working links with local authority Children's Services Departments to ensure that agency functions in relation to children requiring adoptive placements are maintained.
- To utilise and build upon examples of good practice within the region and promote consistency, excellence and continuous improvement.

- To comply with the requirements of external audit and inspection.
- To ensure that customer feedback and the views of services users are obtained and considered in the development of the service.

SCHEDULE 1 - PART 3

SERVICES

Overview

Working in collaboration the Host Authority shall ensure the Integrated Service will:

- Ensure that adoption is considered for all children needing a permanent alternative family and liaise, support and advise Local Authority agency on adoption related matters.
- Where the plan for children is adoption, assess their placement requirements, and achieve the closest match possible with prospective adopters making all reasonable efforts to enable sibling groups to be placed together where this is in their best interests
- Recruit, prepare and approve prospective adopters who offer the greatest potential for the adoption of looked after children. This will also include foster carers seeking to adopt a child in their care, if this is considered to be an appropriate plan
- Respond to the immediate and long-term needs of birth parents, siblings and other birth relatives involved in adoption
- Provide information, advice and support across the range of interests and needs of those involved in adoption, including 'non-agency' (e.g. parent/partner adoption) and inter-country adoption
- Offer post placement and post adoption support to all adoptive families, including families where a child has been adopted by a parent/partner or relative, or adopted from overseas
- Meet the needs of adopted adults seeking information about their adoption history, and of others seeking information about, and searching for, their relatives who have been adopted, including access to records

General duties

The Host Authority shall ensure that the Integrated Service:

- provides information in a timely manner and follow up to all enquiries from prospective adopters.
- provides counselling, preparation and pre-approval training for all persons seeking approval as adopters and to ensure that assessments are completed in a timely way.
- provides support to adoptive families post approval and placement.
- undertakes assessments of parent/partner and non-agency adopters on behalf of the court.
- assesses and supports persons who are seeking to adopt a child from abroad.
- provides a family finding and linking service for all children referred for an adoptive placement.
- provides a birth parent counselling service for parents and relatives of children where the plan is adoption.
- provides an intermediary service for those adopted adults seeking access to their birth records and those seeking to be re-united with their birth families.
- provides an intermediary service to relatives of adopted persons seeking information and contact with the adopted person.
- provides a range of financial, practical, therapeutic adoption support services to support the assessed needs of children requiring placement and adoptive families.
- delivers the role & responsibilities of the Adoption Support Services Adviser (ASSA).

- establishes and maintains regional Adoption Panels in line with regulatory requirements and manage the responsibilities associated with the running of Panels.

- maintains a management information system to ensure timely, consistent performance reporting to the Director of Operations and the National Board.

- undertakes a Review of Quality of Service on an annual basis in line with regulatory requirements.

This list is not exhaustive and may be subject to amendment in accordance with clause 13

ANNEX TO SCHEDULE 1

WESTERN BAY REGIONAL ADOPTION SERVICE

INTEGRATED SERVICE SPECIFICATION

1. SERVICE COLLABORATION RATIONALE

- 1.1 All the responsibilities and functions within the five domains of adoption have historically been delivered through the three individual local authority agencies.
- 1.2 The purpose of the Western Bay Integrated Service is to deliver these functions on a collaborative basis, maximising resources to provide services to those affected by adoption in timely and effective manner.
- 1.3 Irrespective of the Welsh Government's willingness to legislate for regional collaboration the Western Bay partners have recognised that there are advantages in developing an Integrated Service. By far the most compelling advantage will be the ability to flex resource to address any and all of the statutory requirements noted above in a timely manner. In addition the ability to utilise a pooled resource to undertake multiple tasks simultaneously will inevitably impact on reducing any unnecessary delay in the process and improve performance in each of the statutory areas. More critically this will also impact positively on the child's journey, shortening the time spent in temporary placements. Potential adopters will also experience a more robust and timely process that will keep them engaged and committed to the Western Bay Adoption Service, therefore reducing the possibility of losing them to a competing agency. Consideration will need to be given to the needs of the service user as to which services should be delivered on a regional and local basis. This specification is, therefore founded on the premise that current performance cannot afford to slip and must improve where possible.
- 1.4 The City and County of Swansea Council will act as Host Authority for the new Integrated Service and will bring together the adoption services of the following authorities:
 - The City and County of Swansea Council
 - Neath and Port Talbot Council
 - The County and Borough of Bridgend Council

Legislative Context

- Adoption & Children Act 2002
- Children Act 1989
- Adoption (Inter-country Aspects) Act 1999
- The Adoption Agencies (Wales) Regulations 2005
- The Local Authority Adoption Service (Wales) Regulations 2005
- The Local Authority (Non -Agency) (Wales) Regulations 2005
- National Minimum Standards for Local Authority Adoption Services for Wales
- The Adoption Information and Intermediary Services (Pre-Commencement Adoptions) (Wales) Regulations 2005
- The Access to Information (Post-Commencement Adoptions) (Wales) Regulations 2005

- The Adoption Support Services (Local Authorities) (Wales) Regulations 2005

1.5 In addition there is a range of statutory guidance and some further amending regulations to support these provisions.

2. SCOPE

2.1 The Adoption and Children Act (2002) places a statutory requirement on each participating Authority and, therefore, the Western Bay adoption service, to provide the following:

- Recruit, assess and support potential prospective adopters;
- Work in partnership with the child's social worker in seeking a permanent placement for the child through adoption;
- Assess, support and plan for children who are relinquished by their birth parents;
- Assess, support and plan for children who have a parallel plan for adoption;
- Assess and support parent/partner and family relatives who wish to adopt a child;
- Assess and support those adults who are seeking to adopt from another country (inter-country adoptions);
- Provide a service under the Adoption Support Regulations (2005) to children and adoptive families who are considered in need of family support/financial support or require further support/assistance when the children become adults, e.g. Birth Records Counselling to birth parents, adopted adults, letter box contact etc.;
- The management and support of Adoption Panels which approve prospective adopters and make recommendations on the matching of individual children to adopters, reviewing approvals and ensuring quality of practice;
- The provision of professional advice on best practice and regulations to agency decision maker;
- Provide a quality assurance role across the Integrated Service e.g. quality assuring all Prospective Adopter's Reports (PAR) (Wales) and Child Adoption Report and Annexe B Reports (CAR- B)

2.2 For the sake of clarity decisions in the following areas will be managed as follows:

- **"Approvals"** Head of Service in the Host Authority;
- **"Should Be Placed"** Head of Service in the responsible Authority';
- **"Matching"** Head of Service in the responsible Authority

- 2.3 The provision of legal advice in the case of the responsible Authority will be provided by that Authority's legal department.
- 2.4 The Integrated Service will not be responsible for the following functions as these will be retained by each individual Authority:
- The assessment, care planning and review of children in need and referred and placed for adoption;
 - Maintaining the functions of the Agency Decision Maker in respect of children requiring a "should be adopted decision";
 - Assessing the support needs of children requiring adoption;
 - Responsibility for the choice of adoptive placement and working with the family finder in matching the child with the prospective adopters.

3. **AIMS AND OBJECTIVES AND FUNCTIONS OF SERVICE**

- 3.1 The aims and objectives for the Integrated Service are (subject to any agreed variation in accordance with clause 13_:
- To carry out the functions of the national service and deliver a comprehensive adoption service on a regional level;
 - To ensure compliance with legislation, regulations, minimum standards, local procedures and the performance management framework set by the National Board;
 - To ensure that services are carried out in a timely & efficient way and based upon the assessed needs of those persons requiring the service;
 - To ensure that those persons seeking approval as adoptive parents are welcomed without prejudice and delay and that their applications are considered on their individual merit;
 - To develop a recruitment strategy which ensures a range of adoptive placements are available regionally or through external agencies to ensure timely placements for all children where the placement plan is adoption;
 - To provide a child focussed placement service to ensure that children are appropriately matched with adopters who can meet their needs throughout their childhood;
 - To provide a range of pre & post adoption support and intermediary services in conjunction with statutory and voluntary sector providers;
 - To establish effective working links with key stakeholders and other collaboratives;
 - To maintain effective working links with each Authorities children's services departments to ensure that agency functions in relation to children requiring adoptive placements are maintained;

- To utilise and build upon examples of good practice within the region and promote consistency, excellence and continuous improvement;
- To comply with the requirements of external audit and inspection;
- To ensure that customer feedback and the views of services users are obtained and considered in the development of the Integrated service.

3.2 The Integrated Service will:

- Ensure that adoption is considered for all children needing a permanent alternative family and liaise, support and advise the Local Authority agency on adoption related matters;
- Where the plan for children is adoption, assess their placement requirements, and achieve the closest match possible with prospective adopters making all reasonable efforts to enable sibling groups to be placed together where this is in their best interests;
- Recruit, prepare and approve prospective adopters who offer the greatest potential for the adoption of looked after children. This will also include foster carers seeking to adopt a child in their care, if this is considered to be an appropriate plan;
- Respond to the immediate and long-term needs of birth parents, siblings and other birth relatives involved in adoption;
- Provide information, advice and support across the range of interests and needs of those involved in adoption, including 'non-agency' (e.g. parent/partner adoption) and inter-country adoption;
- Offer post placement and post adoption support to all adoptive families, including families where a child has been adopted by a parent/partner or relative, or adopted from overseas;
- Meet the needs of adopted adults seeking information about their adoption history, and of others seeking information about, and searching for, their relatives who have been adopted, including access to records.

3.3 General functions & responsibilities of the Integrated Service:

- To provide information, a timely initial response and follow up to all enquiries from prospective adopters;
- To provide counselling, preparation and pre-approval training for all persons seeking approval as adopters and to ensure that assessments are completed in a timely way;
- To provide support to adoptive families post approval and placement;
- To undertake assessments of parent/partner and non-agency adopters on behalf of the court;

- To assess and support persons who are seeking to adopt a child from abroad;
- To provide a family finding and linking service for all children referred for an adoptive placement;
- To provide a birth parent counselling service for parents and relatives of children where the plan is adoption;
- To provide an intermediary service for those adopted adults seeking access to their birth records and those seeking to be re-united with their birth families;
- To provide an intermediary service to relatives of adopted persons seeking information and contact with the adopted person;
- To provide a range of financial, practical, therapeutic adoption support services to support the assessed needs of children requiring placement and adoptive families;
- To deliver the role & responsibilities of the Adoption Support Services Adviser (ASSA);
- To establish and maintain Regional Adoption Panels ("**RAP**") in line with regulatory requirements and manage the responsibilities associated with the running of RAP's;
- To maintain a management information system to ensure timely, consistent performance reporting to the Director of Operations for the National Adoption Service (NAS) and the NAS Governance Board;
- To undertake reviews relating to the quality of the Integrated Service on an annual basis in line with regulatory requirements.

4. **OUTCOMES**

4.1 Outcomes in adoption have traditionally focussed on placement disruption and breakdown and data collected is usually quantitative rather than qualitative. If we are to shift the focus from outputs to outcomes, consideration should be given to the effective management of disruptions and breakdowns and, in particular:

- Improved use and development of predictors of placement outcomes;
- Effective support services and interventions;
- Attachment and mental health; and
- Contentious issues in placement choice

4.2 Additionally, the Integrated Service will develop outcomes and measures around the following, as distinct from National and Regional performance indicators:

- Speed of process – assessment and approval;
- Sign Posting – links to other services and undue delay;
- Fast Tracking – previous adopters and foster carers;
- Matching Process – rationalising interagency fees structure, parallel searching v sequential searching;
- Adoption Register – timeliness of referrals

5. **ELIGIBILITY CRITERIA**

5.1 The Integrated Service will be responsible for providing a service to:

- Persons seeking approval as adoptive parents from within the regional boundary although applicants from outside the region will also be considered;
- Children looked after or relinquished within the region requiring an adoptive placement;
- Adoptive families living within the region requiring an assessment of their support needs following the three year period;
- Adopted adults whose adoption was undertaken by one of the agencies within the region;
- Relatives of adopted persons living within the region requesting an intermediary service;
- People in the region affected by adoption who meet the criteria set out in regulations

6. **SERVICE DELIVERY**

6.1 The Integrated Service will operate on a full-time basis, providing core services during normal working hours, i.e. 8.30am to 5.00pm Monday to Thursday and 8.30 am to 4.30 pm Friday. However, current best practice recognises the need to deliver services outside core hours and in multiple venues, including service users own homes. However, this does not imply a dedicated out of hours emergency service.

6.2 The Integrated Service will at all times, maintain a volume of service that is sufficient to fulfil all of its statutory duties as an adoption agency, as well as any specific requirements, targets and outcomes of this specification.

6.3 The Integrated Service will at all times, maintain an appropriately qualified and skilled workforce that is sufficient to fulfil all of its statutory duties as an adoption agency, as well as any specific requirements, targets and outcomes of this specification.

6.4 The Integrated Service will have in place a detailed contingency plan to deal with workforce absence caused by planned leave, sickness and vacancies that is cost effective and causes minimum disruption to service delivery.

- 6.5 The Integrated Service will at all times comply with safe employment practice, including statutory background checks, confirmation of identity, confirmation of entitlement to work in the UK, disclosure and barring checks, employment and personal references, General Council Registration etc.
- 6.6 The Integrated Service will at all times maintain a system for the management and supervision of staff that meets minimum professional standards as well as a system for quality assurance.
- 6.7 The Integrated Service will at all times comply with the policy and procedures of the Local Children's Safeguarding Board, as amended from time to time and ensure that the safety of children is paramount.
- 6.8 The Integrated Service will at all times comply with any national guidance, minimum standards and legislation relevant to the delivery of this service.
- 6.9 The Integrated Service will at all times put the needs of users at the heart of service delivery and maintain a system that ensures their involvement in service design and delivery, as well as decision making.
- 6.10 The Integrated Service will at all times maintain a system for the management of complaints and representations that complies with minimum standards for timeliness, transparency and information sharing.
- 6.11 The Integrated Service will at all times maintain a system for data protection and handling that complies with the Data Protection Act, as amended from time to time.

7. **PERFORMANCE MEASURES**

- 7.1 The Integrated Service will comply with the key performance indicators set by the National Adoption Service and report upon performance in relation to these indicators.
- 7.2 Additionally regional good practice standards will be developed to measure outcomes and ensure that services are value for money.

8. **CONTRACT MONITORING**

- 8.1 The Integrated Service will provide quarterly data submissions and associated reports aligned to the National Adoption Service performance indicators.
- 8.2 Additionally in accordance with the terms of reference of the Management Board, the Integrated Service will be responsible for conducting an annual review of the quality of the service it provides. Mechanisms to monitor the quality and outcomes of the service which will be required are:
- Effective line management, supervision, support and training of staff employed by the service;
 - A set of regional policies, procedures and practice standards;
 - A range of methods to obtain feedback on the functioning of the regional service from service users, local authorities and other stakeholders;

- Systems to audit the performance of the service against performance indicators and compliance with legislation and standards;
- A system to monitor and manage complaints against the service.

SCHEDULE 2 INFORMATION SHARING PROTOCOL

In this Schedule the following definitions shall apply:

Data Controller: shall have the same meaning as set out in the Data Protection Act 1998.

Data Processor: shall have the same meaning as set out in the Data Protection Act 1998.

Data Protection Legislation: the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

Data Subject: shall have the same meaning as set out in the Data Protection Act 1998.

Personal Data: shall have the same meaning as set out in the Data Protection Act 1998.

Process: has the meaning given to it under the Data Protection Legislation but, for the purposes of this agreement, it shall include both manual and automatic processing.

Staff: means all persons employed by the Original Authorities to perform its obligations under the Agreement.

1. PROTECTION OF DATA

1.1 It is understood by each Authority that there is a great deal of data, much of it sensitive, processed by the adoption teams in each Authority area. As a result of the collaborative working it is likely that, at times, Personal Data may be transferred between Authorities for the benefit of the Integrated Service.

1.2 This Schedule aims to clarify each Authorities duty when receiving Personal Data from another Authority.

1.3 With respect to the Authorities rights and obligations under this Agreement, the Authorities agree that each Authority is the Data Controller in respect of the work undertaken in that area relating to the Integrated Service. And that if such Data is passed to another Authority that Authority will be regarded as the Data Processor.

1.4 Each Authority that acts as Processor shall:

(a) Process the Personal Data only in accordance with instructions from the Data Controller;

- (b) Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Integrated Service or as is required by law or any regulatory body;
- (c) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
- (d) obtain prior written consent from the Authority in order to transfer the Personal Data to any affiliates for the provision of the Integrated Service;
- (e) ensure that all Employees required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Schedule;
- (f) ensure that none of the Employees publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Data Controller;
- (g) notify the Data Controller (within five Working Days), if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data; or
 - (ii) a complaint or request relating to the Authority's obligations under the Data Protection Legislation;

In relation to (g) (i) the Data Processor shall provide the Data Controller with and personal data it holds in relation to a Data Subject (within timescales required by the Data Processor). In relation to (g) (ii) the Data Processor shall provide the Data Controller with full co-operation and assistance in relation to any complaint or request made.

1.5 Each Authority shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this agreement in such a way as to cause any other Authority to breach any of its applicable obligations under the Data Protection Legislation.

1.6 Each Authority agrees that if a data subject access request is received then the Authority which is deemed to be Data Controller shall be responsible for all expenses relating to such request.

2. **DATA STORAGE**

2.1 Each Authority shall be responsible for storing their own data in respect of services undertaken in their respective jurisdiction and shall do so in accordance with the Data Protection Act 1998. All data relating to prospective and approved adopters will be held by the Host Authority in accordance with the provisions of the Data Protection Act 1998.

SCHEDULE 3 GOVERNANCE

PART I - THE MANAGEMENT BOARD

1. MEMBERSHIP

- 1.1 The Management Board will comprise of:
- (a) A Head of Service from each of the Authorities;
 - (b) The Director for Social Services at NPT (Chairperson).
- 1.2 Each Management Board member shall have delegated authority to make decisions, relating only to the Terms of Reference detailed in Paragraph 3 below, on behalf of the Authorities. Save for those matters which shall be referred back to the Authorities for resolution and or Cabinet/ council approval as required by the Authorities constitution from time to time in accordance with the terms of this Agreement and in particular clause 3.2 below.
- 1.3 In addition to the individuals detailed in paragraphs 1 (a) and (b) above, and in order to accord with the proposed Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Direction 2015, the Management Board shall
- (a) request representation at the Management Board from the Authorities education departments;
 - (b) request representation at the Management Board from the Local Health Board.
 - (c) request representation at the Management Board from voluntary adoption agencies
- 1.4 The attendees detailed in paragraph 1.3 (a), (b) and (c) above shall not have any voting rights for any matters raised at Management Board.

2. MEETINGS AND DECISIONS

- 2.1 The Management Board shall meet bi-monthly and shall be held within the Western Bay region as determined by the Management Board.
- 2.2 To constitute a quorate meeting of the Management Board all members must be present.
- 2.3 A Management Board Member may appoint an authorised deputy to attend any Management Board meeting on his or her behalf. Where practicable the Management Board should be made aware of such substitution. Authorised deputies shall count for the purposes of quorate meetings.

- 2.4 Any meeting of the Management Board may be summoned on the giving of not less than 5 working days' notice to all other parties and such meeting must be held within 3 working days following expiration of the notice.
- 2.5 Each member of the Management Board will use their best endeavours to reach a consensus on decisions, acting reasonably and co-operatively in order to reach agreement which contributes to the success of the Integrated Service.
- 2.6 Any failure by the Management Board to reach a consensus shall result in the matter in question being referred back to the Authorities who shall deal with the matter in accordance with the escalation process detailed in clause 12.
- 2.7 The agenda for each meeting will be prepared and circulated by the Regional Adoption Service Manager 3 working days prior to the meeting (save for requests in accordance with 2.4 above). Any party may request an item be added to the agenda.
- 2.8 Members of the Management Board may invite one or more officers from the Authorities to attend meetings of the Management Board.
- 2.9 The minutes of the proceedings of every meeting shall be drawn up by the Host Authority. Copies shall be circulated to all those in attendance within 2 weeks after the date of such meeting.

3. **TERMS OF REFERENCE**

- 3.1 The activities of the Management Board shall include but not be limited to:
 - (a) Determining the strategic direction of the Integrated Service;
 - (b) Make decisions in relation to the use of the Pooled Fund in accordance with clause 9;
 - (c) Make decisions in relation to the staffing structure, resources and premises required to deliver the Integrated Service, in accordance with the terms of this Agreement;
 - (d) Oversee the appointment and designation of a Regional Adoption Service Manager;
 - (e) Setting monitoring and reviewing Integrated Service standards;
 - (f) Monitoring performance to include financial performance including budget spend;
 - (g) Resolve any conflicts between competing interests of the Authorities;
 - (h) Review the governance arrangement set out by this Agreement;

- (i) Resolve any disputes referred to it via the escalation procedure;
 - (j) Ensure the Integrated Service safeguards children and adoptive parents and further protects the communities of the Western Bay region insofar as possible under the terms of this Agreement;
 - (k) Develop budget strategy based on funding made available by the Authorities.
- 3.2 The Management Board shall not make any decisions relating to an Authority's decision to withdraw from the Agreement or to terminate the Agreement without first referring that matter to the individual Authority for approval.

PART II – REGIONAL ADOPTION SERVICE MANAGER

1. APPOINTMENT

- 1.1 A Regional Adoption Service Manager shall be employed by the Host Authority and shall be tasked by all Authorities to manage the Integrated Service under the strategic direction of the Management Board.

2. TERMS OF REFERENCE

- 2.1 The activities of the Regional Adoption Service Manager shall include but not be limited to:
- (a) Attend and advise the Management Board;
 - (b) Providing day to day management of the Integrated Service;
 - (c) Attending scrutiny meetings across all Authority areas;
 - (d) Managing staff and resources;
 - (e) Driving & continuing to improve the performance of the Integrated Service teams;
 - (f) Developing and maintain partner relationships;
 - (g) Reporting to the National Adoption Board as required;
 - (h) Having access to the Host Authority Chief Executive in situations where differences between agencies are impeding work;
- 2.2 This list is not exhaustive a fuller list of duties and obligations are attached at Schedule 5.

SCHEDULE 4 POOLED FUND

1. ESTABLISHMENT OF A POOLED FUND

- 1.1 The budget for the Integrated Service for the financial year 2015 – 2016 is attached at Annex 1 to this Schedule.
- 1.2 By 31st January before the commencement of the second or any subsequent financial year, the Authorities shall advise each other of their anticipated budget expenditure in respect of that financial year. In the event that the amount of the anticipated budget alters during any formal budget approval process, then that Authority shall advise the other Authorities of the change without delay.
- 1.3 By the 31st March before the commencement of any financial year, the Authorities shall advise each other of their agreed budget expenditure on the Integrated Service for the following financial year. The Authorities shall agree their respective percentage apportionments and financial contributions to the Pooled Fund for the forthcoming financial year.
- 1.4 The Authorities shall establish a Pooled Fund to manage the budget for the Integrated Service. Authority contributions for 2015/16 are set out in Table 1, together with the percentage contribution this payment represents in relation to that Authority's share of the Pooled Fund. This will be amended and varied year on year
- 1.5 The Pooled Fund will comprise the following elements of expenditure:

Fixed Costs

- (a) Staffing - to include all staff employed by the Original Authority and any new staff employed by any Authority for the delivery of the Integrated Service; all costs associated with decisions of the Management Board in relation to the staffing structure including the creation/deletion of posts.;
- (b) Accommodation/Premises - in accordance with clause 8 all costs incurred by NPT in providing premises for the operation of the Integrated Service;
- (c) Infrastructure and support costs - to be borne by each Authority incurring the same, save for those costs incurred by NPT as approved by the Management Board together with those costs incurred by any Authority which are deemed to be disproportionate and are approved by the Management Board;
- (d) Termination costs - as outlined in clauses 15 and 16.

Variable Costs

(a) Costs of commissioning independent adoption placements;

- 1.6 Each Authority is entitled to receive a pro rata percentage (as outlined in Table 1) return of the total number of placements made over the year by the Western Bay Adoption Service. Should an Authority receive a higher percentage of placements than their pro rata financial contribution, that Authority shall make an appropriate payment adjustment to the Authority/Authorities who have suffered a pro rata financial deficit, calculated in accordance with the formula below. Such adjustment to be made by the 31st March of each financial year. In the event that such adjustment cannot be made by the 31st March of each financial year then it shall make such adjustment in the April of the new financial year and without delay

- 1.7 Unless otherwise agreed by the Management Board, the pro rata percentage as outlined in Table 1 and as adjusted in accordance with paragraph 1.6 shall be utilised for the calculation of any shared liabilities or the division of surplus funds in accordance with the terms of this Agreement.

This formula is intended to apportion the actual cost of the service at financial year end to ensure that the contributions from each partner are proportionate to their use of the service.

The partners agree their contributions at the start of the year. These are represented as

BCBC	X
CCS	Y
NPT	Z

The actual cost of the service is A and the actual number of placements made is B. Those placements made by each partner are represented as

BCBC	D
CCS	E
NPT	F

The required financial contribution based upon the actual costs of the service multiplied by the partner's usage is calculated as follows

BCBC	G	=	(D/B)*A
CCS	H	=	(E/B)*A
NPT	I	=	(F/B)*A

The balancing payment is then the difference between what each partner originally contributed and the figures calculated above

BCBC G-X
 CCS H-Y
 NPT I-Z

Where the result of this calculation is a positive number, the partner's initial contribution does not represent their proportion of the overall costs and a top up is required. Where the figure is negative, the reverse is true.

Worked Example

Financial Contribution		
Bridgend	X	740,500
Swansea	Y	1,053,000
NPT	Z	1,053,000
Actual Cost of Service	A	2,100,000
Actual Number of Placements Made	B	78.00
Actual Number of Placements		
BCBC	D	21.00
CCS	E	26.00
NPT	F	31.00
Actual Required Financial Contribution		
BCBC	G	565,384.62
CCS	H	700,000.00
NPT	I	834,615.38
Balancing Payment		
BCBC	J	-175,115.38
CCS	K	-353,000.00
NPT	L	-218,384.62
		-746,500.00

TABLE 1 - PERCENTAGE APPORTIONMENT FOR 2015/2016:

Authority	Financial Contribution	% split
Bridgend	£740.5K	26%
Host Authority Swansea	£1053K	37%
NPT	£1053K	37%

2. INCOME GENERATION

- 2.1 In the event of income being generated by the Integrated Service the Management Board will decide on how best to deal with such income

ANNEX 1 TO SCHEDULE 4

Western Bay Pooled budget 2015/16

Natural Account	Sub-Analysis	Budget Full Year
Employees Detail		
000001 Salaries Basic Pay	00000 n/a	<u>951,500</u>
000002 Salaries NI	00000 n/a	<u>95,000</u>
000003 Salaries Pension	00000 n/a	<u>296,000</u>
000005 Salaries Sick	00000 n/a	<u>0</u>
000013 P&G Backpay	00000 n/a	<u>0</u>
000041 Teachers Basic Pay	00000 n/a	<u>0</u>
000042 Teachers NI	00000 n/a	<u>0</u>
000053 Teachers Part Time	00000 n/a	<u>31,500</u>
000171 Professional Fees	00000 n/a	<u>0</u>
000499 Insurance Liability	00000 n/a	<u>5,000</u>
EMPLOYEES		<u>1,379,000</u>
Premises Detail		
100090 Rent & Leases	00000 n/a	<u>35,000</u>
PREMISES		<u>35,000</u>
Transport Detail		
200070 Car Allowances	00000 n/a	<u>45,000</u>
200071 Staff Transport Other	00000 n/a	<u>0</u>
200079 Other Transport Costs	00000 n/a	<u>0</u>
TRANSPORT		<u>45,000</u>
Supplies & Svcs Detail		
300002 Catering Provisions	00000 n/a	<u>0</u>
300021 Client Support	00000 n/a	<u>0</u>
300021 Client Support	30101 Adoption Allowances	<u>400,600</u>
300021 Client Support	30102 Adoption Support Services	<u>84,500</u>
300021 Client Support	30141 Section 17	<u>0</u>
300021 Client Support	32608 Inter Agency Adoptions	<u>1,172,000</u>
300021 Client Support	33999 Pcards Unverified Transactions	<u>0</u>
300047 IT Hardware Purchase/Lease	00000 n/a	<u>0</u>
300051 IT Software Purchase/Lease	00000 n/a	<u>0</u>
300052 IT Hardware & Software Maintenance	00000 n/a	<u>20,000</u>
300090 Hotel Accommodation	00000 n/a	<u>0</u>
300091 Staff Expenses	00000 n/a	<u>0</u>
300091 Staff Expenses	30603 Subsistence	<u>0</u>
300095 Hospitality & Refreshments	00000 n/a	<u>21,000</u>
300095 Hospitality & Refreshments	30737 Catering	<u>0</u>
300096 Advertising	00000 n/a	<u>0</u>

300096 Advertising	30806 Placements Advertising	<u>25,000</u>
300099 Telephone Rentals/Charges	00000 n/a	<u>5,000</u>
300129 Books & Publications	00000 n/a	<u>15,000</u>
300150 Printing Services	00000 n/a	<u>0</u>
300171 Stationery	00000 n/a	<u>0</u>
300171 Stationery	31847 Photocopying Paper	<u>0</u>
300192 Hire of Facilities	31383 Room Hire	<u>0</u>
300256 Materials Purchase	00000 n/a	<u>0</u>
300304 Consultancy Services	00000 n/a	<u>31,400</u>
300413 Subscriptions	00000 n/a	<u>16,000</u>
300433 Miscellaneous Expenses	00000 n/a	<u>0</u>
300433 Miscellaneous Expenses	30102 Adoption Support Services	<u>0</u>
390150 Printing Recharges	00000 n/a	<u>0</u>
SUPPLIES & SERVICES		<u>1,790,500</u>
GROSS EXPENDITURE		<u>3,249,500</u>
Income Detail		
800115 Recharges Local Authorities	00000 n/a	<u>0</u>
		<u>-</u>
800115 Recharges Local Authorities	80601 Neath & Port Talbot Income	<u>1,053,000</u>
800115 Recharges Local Authorities	81706 Bridgend CBC Income	<u>-740,500</u>
INCOME		<u>1,793,500</u>
NET EXPENDITURE		<u><u>1,456,000</u></u>

SCHEDULE 5 REGIONAL ADOPTION SERVICE MANAGER JOB DESCRIPTION

SUMMARY OF ROLE

PURPOSE OF THE POST:

1.1 To implement and manage the Western Bay regional adoption service and ensure effective and efficient Service delivery.

1.2 To provide operational and strategic leadership and management of adoption provision across the Region to ensure compliance with statutory requirements, policies and procedures and performance measures.

1.3 To promote and develop a cohesive, responsive and quality service in conjunction with partner agencies to meet identified needs and ensure best outcomes.

1.4 To promote the work of the regional collaborative and be accountable to the Regional Management Board.

1.5 To be accountable for the performance of the regional service to the Regional Management Board

THE POST HOLDER IS RESPONSIBLE FOR THE FOLLOWING:

2.1 Develop and implement strategic plans for the Adoption Service through appropriate cross agency partnerships, in order to deliver effective services for children with key partner agencies such as Health, Education, the Police and the Independent Sector.

2.2 Develop, monitor and evaluate services provided in order to raise standards and contribute to the success of the Adoption Service through organisational development, change management and workforce planning.

2.3 Ensure appropriate improvements are made to services in order to continuously improve standards of service provision.

2.4 Manage and control the relevant budgets, ensuring that appropriate and effective use is made of the financial resources available. Work closely with finance colleagues to maximise financial resources available to develop services for children.

2.5 Ensure that data relating to individual clients is recorded and that performance and activity information is reported to the Regional and National Adoption Boards on local and national Performance information.

2.6 Provide monthly supervision in line with the Authority supervision policy to Team Managers.

2.7 Develop mechanisms to maintain strong links with the Child Care Teams in each Local Authority to maintain the profile of Adoption.

2.8 Contribute to and manage inspection processes across the service area as required.

2.9 Represent the region when required at a national and strategic level and contribute to the development and work of the National Adoption Service.

2.10 Ensure Adoption Panels provide robust scrutiny of assessments of Adopters and Matching of children to Adopters.

2.11 Ensure the workforce is adequately qualified and trained to carry out the requirements of the service.

2.12 Ensure that the professional practice and standards of Social Workers and other Team Members are promoted, supported and monitored through regular supervision and appraisal.

2.13 Ensure that all statutory duties in respect of children are discharged in accordance with the requirements of legislation, guidance and the Council's policy.

2.14 To promote good working relationships with other organisations and agencies and to develop effective joint arrangements with the statutory bodies.

2.15 Create opportunities to maximise universal services to meet the needs of children within the region.

2.16 The Regional Manager will be accountable to the Regional Management Board for the service's performance and then to the National Board. Consequently, the regional manager will be required to attend and report to the National Service at regular intervals

HEALTH & SAFETY RESPONSIBILITIES

3.1 To undertake the Health and Safety responsibilities within the HASAWA 1974.

3.2 Employees have a duty of care;

- i) to take reasonable care for the health and safety of both themselves whilst at work and of other persons who may be affected by their acts or omissions (by what they do or do not do).
- ii) to co-operate with the employer so as to enable the duty imposed on them to be performed or complied with
- iii) not to interfere with, or misuse, anything provided for their health, safety or welfare.

4.0 GENERAL DUTIES

4.1 To assist in the development of initiatives, e.g. Investors in People; Performance Management and Appraisal; Continuous Professional Development, etc. To ensure that all activities are operated in accordance with Equal Opportunities.

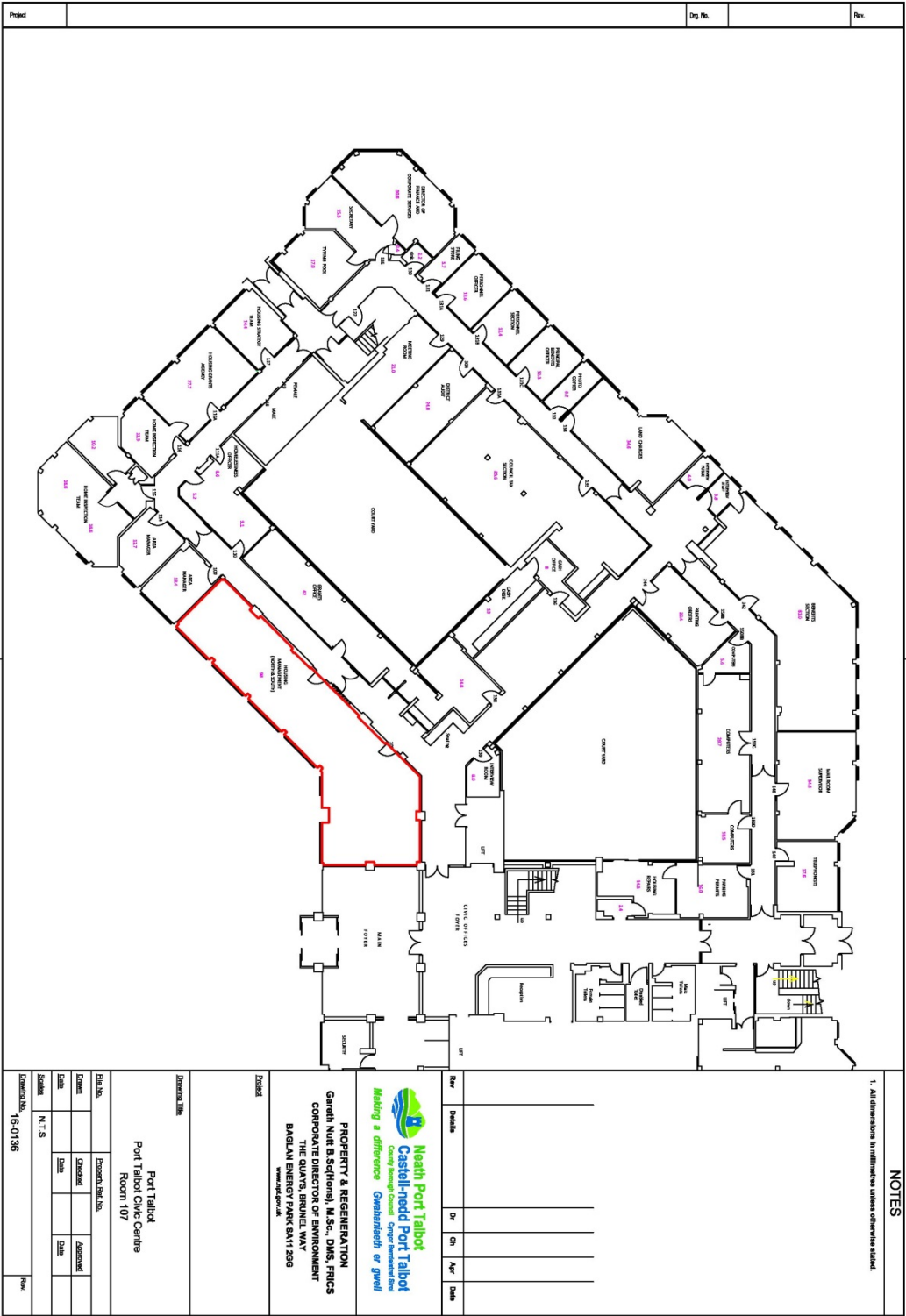
JOB WORKING CIRCUMSTANCES

The post holder will be expected to:

Central office location base with travel to various locations for external meetings. May be required to travel to other sites.

SCHEDULE 6 NPT ACCOMMODATION AND SUPPORT COST

Narrative	Recurring Cost
Software	
Endpoint Protection	£ 180.00
Microsoft Office	£ 1,135.29
Windows Core Cal	£ 608.40
Encryption Software	£ 900.00
Specialist Hardware and Software (TBD)	£ 500.00
Network Infrastructure	
Ethernet Switch	£ -
Wireless Access Point	£ -
Wireless Access Controller	£ 1,950.00
CISCO ASA Firewall	£ 300.00
Bespoke Adoption Application	
Analysis, Production, Hosting and Support, including EDRMS Development and Storage	£ 14,000.00
Accommodation	
Rent and Services	£ 28,600.00
TOTAL	£48,173.69



NOTES
1. All dimensions in millimetres unless otherwise stated.

Rev	Details	By	On	Appr	Date

Neath Port Talbot
Castell-nedd Port Talbot
 Cwmyn Brough Council Cymru Swyddfa'r Ffôn
Making a difference Gwahanoldeb er gwell

PROPERTY & REGENERATION
Gareth Nunn B Sc(Env) M Sc, DMS, FRICS
 CORPORATE DIRECTOR OF ENVIRONMENT
 THE QUAYS, BRUNEL WAY
 BANGLIAN ENERGY PARK SA11 2DG
 www.npt.gov.uk

Drawn:
 Port Talbot
 Port Talbot Civic Centre
 Room 107

Drawn	Checked	Approved

Scale	N.T.S

Drawn No: 16-0136

WALTON & PATERSON ARCHITECTS PARTNERSHIP LIMITED IS NOT BEING ASSURED BY ALLEN

Equality Impact Assessment Screening Form

Please ensure that you refer to the Screening Form Guidance while completing this form. If you would like further guidance please contact your directorate support officer or the Access to Services team (see guidance for details).

Section 1

Which service area and directorate are you from?

Service Area: Western Bay Adoption Service

Directorate: People

Q1(a) WHAT ARE YOU SCREENING FOR RELEVANCE?

Service/ Function	Policy/ Procedure	Project	Strategy	Plan	Proposal
x	x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) Please name and describe below

A joint Partnership Agreement to deliver a regional adoption service within the Western Bay footprint. The Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions came into force on 13th March 2015. The primary purpose of these Directions is to ensure effective joint arrangements are in place between local authorities in Wales for the delivery of adoption services. The Western Bay Adoption Service Interim Joint Partnership Agreement was included in a report which went to Cabinet in December 2014 in all three LAs, Swansea, Neath Port Talbot and Bridgend and approved for the first year of the service with a view to a final agreement being established and approved.

Q2(a) WHAT DOES Q1a RELATE TO?

Direct front line service delivery	Indirect front line service delivery	Indirect back room service delivery
x (H)	<input type="checkbox"/> (M)	<input type="checkbox"/> (L)

(b) DO YOUR CUSTOMERS/CLIENTS ACCESS THIS...?

Because they need to	Because they want to	Because it is automatically provided to everyone in Swansea	On an internal basis i.e. Staff
x (H)	<input type="checkbox"/> (M)	<input type="checkbox"/> (M)	<input type="checkbox"/> (L)

Q3 WHAT IS THE POTENTIAL IMPACT ON THE FOLLOWING...

	High Impact (H)	Medium Impact (M)	Low Impact (L)	Don't know (H)
Children/young people (0-18)	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>
Any other age group (18+)	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>
Disability	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>
Gender reassignment	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>
Marriage & civil partnership	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>
Pregnancy and maternity	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>
Race	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>
Religion or (non-)belief	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>
Sex	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>
Sexual Orientation	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>
Welsh Language	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>
Poverty/social exclusion	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>
Carers (inc. young carers)	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>
Community cohesion	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>

Equality Impact Assessment Screening Form

Q4 HAVE YOU / WILL YOU UNDERTAKE ANY PUBLIC CONSULTATION AND ENGAGEMENT RELATING TO THE INITIATIVE?

YES NO (If NO, you need to consider whether you should be undertaking consultation and engagement – please see the guidance)

If yes, please provide details below

Consultation was undertaken at the time the service was being developed/implemented which included the development of the Interim Joint Agreement and subsequent approval at the respective three LA Cabinets in December 2014. This included internal and external consultation.

Internal- Written briefings were provided to staff and workshops were held with managers, staff and the unions to consider the model/structure and implementation of the new service. A Steering Group comprised of a lead Director and the Heads of Service from the three authorities was established and met on a monthly basis to consider the progress of the development and implementation of the new service with regular reporting to the Western Bay Project Group and Leadership Board.

External- As part of the process for establishing the National Adoption Service in accordance with the functional model developed by ADSS and endorsed by the Deputy Minister for Social Services, a National Task and Finish Group was established to oversee the implementation of the Service. It was comprised of senior officers from the lead authorities in each regional collaborative, representatives from Welsh Government, ADDS Cymru, CSSIW, BAAF and the Voluntary Sector providers.

Regional reports on progress were presented to the Task and Finish Group on a monthly basis.

Four National workshops were held to consider a range of topics: the role of the medical advisor, voluntary sector, developing partnership/legal agreements and adoption support all attended by stakeholders and representatives from the regions.

There is no discernible difference in how individuals can access or receive the service and the collaborative retains its statutory responsibilities for the delivery of adoption services as indicated in the Service specification which forms part of the partnership agreement. There are no significant changes to the final agreement in relation to how the adoption services will be delivered on a regional basis.

Q5(a) HOW VISIBLE IS THIS INITIATIVE TO THE GENERAL PUBLIC?

High visibility
 (H)

Medium visibility
 (M)

Low visibility
 (L)

(b) WHAT IS THE POTENTIAL RISK TO THE COUNCIL'S REPUTATION?

(Consider the following impacts – legal, financial, political, media, public perception etc...)

High risk
 (H)

Medium risk
 (M)

Low risk
 (L)

Q6 Will this initiative have an impact (however minor) on any other Council service?

Yes No **If yes, please provide details below**

Failing to take a collaborative approach carries considerable risk for the continued individual provision of these statutory services. Welsh Government via the powers bestowed in the Adoption and Children Act 2002 (Joint Adoption Arrangements (Wales) Directions 2015) enables the authority to direct those local authorities which do not collaborate.

Equality Impact Assessment Screening Form

Q7 HOW DID YOU SCORE?
Please tick the relevant box

MOSTLY H and/or M → **HIGH PRIORITY** → **EIA to be completed**
Please go to Section 2

MOSTLY L → **LOW PRIORITY /** → **Do not complete EIA**
NOT RELEVANT → **Please go to Q8**
followed by Section 2


Q8 If you determine that this initiative is not relevant for a full EIA report, you must provide adequate explanation below. In relation to the Council's commitment to the UNCRC, your explanation must demonstrate that the initiative is designed / planned in the best interests of children (0-18 years). For Welsh language, we must maximise positive and minimise adverse effects on the language and its use. Your explanation must also show this where appropriate.

Paragraph 7 of the Directions Powers sets out the requirement that each local authority must enter into a written partnership agreement with the other local authorities in the regional collaborative of which it is part.

Schedule 1 of the Directions sets out which local authorities must collaborate with each other. For the Western Bay region the local authorities are Swansea, Bridgend and Neath Port Talbot with Swansea being the host authority, this having been approved by Cabinets in all three local authorities in April 2014. The Partnership Agreement provides the legal framework through which the regional collaborative will operate and fulfil its responsibilities in delivering an adoption service with paramount consideration being given towards ensuring the welfare of the child is met and improving outcomes for those children whose plan is adoption. There is no evidence to suggest that any of the protected groups would be adversely affected in the delivery of the service and it is envisaged that collaborative working will promote equal opportunity for prospective adopters and those requiring support services by ensuring consistency of response and approach. The proposals provide a pathway for creating an effective and responsive National and regional adoption service and will help to more effectively recruit and support adoptive placements and reduce delays for children waiting for placements.

Section 2

NB: Please email this completed form to the Access to Services Team for agreement before obtaining approval from your Head of Service. Head of Service approval is only required via email – no electronic signatures or paper copies are needed.

Screening completed by:
Name: Val Jones
Job title: Regional Adoption Manager
Date: 16.3.16
Approval by Head of Service:
Name: <i>David Howes</i> 

Equality Impact Assessment Screening Form

Position:	CHIEF SOCIAL SERVICES OFFICER
Date:	28/3/16

Please return the completed form to accessservices@swansea.gov.uk

DRAFT

Report of the Cabinet Member for Education

Cabinet - 16 June 2016

DISPOSAL OF SURPLUS LAND ON SCHOOL SITES – OLCHFA COMPREHENSIVE SCHOOL

Purpose:	To consider the response to the consultation carried out with Olchfa Governing Body on the proposed land sale.
Policy Framework:	Capital Budget and Programme 2015/16 - 2019/20
Reason for Decision:	To report back on the consultation with Olchfa Comprehensive School Governing Body on the proposed land sale with a view to declaring the land surplus to requirements and progressing to serve notice served in accordance with The Playing Fields (Community Involvement in Disposal Decisions) (Wales) Regulations 2015. If it is determined that the land sale proceeds subject to further consideration of any response to the notice as set out above, the receipt will be used to support not only the 21st Century Schools programme but the General Fund Capital Programme as a whole as set out in the Capital Budget and Programme 2015/16 - 2019/20
Consultation:	Olchfa Comprehensive School, Corporate Property, Cultural Services, Finance, Legal.
Recommendation(s):	<ol style="list-style-type: none">1) That Cabinet declares the site as indicated on plans attached being approximately 7.8 acres as surplus to requirements, subject to the provision of an artificial games surface being funded from the proceeds of the sale,2) That notice is served and the required consultation of communities and other interested parties, about the proposed disposal of land consisting, or forming part, of a playing field, is undertaken in accordance with The Playing Fields (Community Involvement in Disposal Decisions) (Wales) Regulations 2015,3) That if responses/objections to the proposed disposal are received, that a report is brought back to Cabinet to consider those responses/objections.

- 4) That if no responses/objections are received that the Interim Director of Place is authorised to proceed to market the land identified for disposal and report back to Cabinet in due course upon completion of that exercise.

Report Author: Louise Herbert-Evans

Finance Officer: Mike Hawes

Legal Officer: Wendy Parkin

Access to Services Officer: Sherill Hopkins

1.0 Background

The report to Council on the 25 February 2016, Capital Budget and Programme 2015/16 - 2019/20 explained there is an ambitious programme of Council asset disposals which shall be used to support not only the 21st Century Schools programme but the General Fund capital programme as a whole.

1.1 In the case of land which forms part of school premises, a disposal will only proceed on the basis of agreement with the governing body and then the support of Cabinet on a case by case basis.

1.2 The criteria to be applied are as follows;

Primary School Sites

- more than 4.5 acres based on a generous interpretation of Building Bulletin B99 guidance for a two form entry school;
- the parcel of land is physically capable of being separated and developed;
- advice from Planning and Highways indicating that the land has development potential, so identifying the sites which offer the greatest potential capital receipts;
- confirmation of any legal constraints on the title;
- other constraints/ issues eg current educational and school organisation strategies.

Comprehensive School Sites

- evaluated on an individual basis rather than a generic filter based on site acreage; there are fewer sites to consider and each case is very different;
- the parcel of land is physically capable of being separated and developed.

- 1.3 The process is as follows:
- 1.3.1 a formal approach to the governing body to obtain written consent to proceed;
 - 1.3.2 where consent is obtained, proceed to formal evaluation;
 - 1.3.3 the criteria will then be applied fully with the benefit where necessary of more intrusive site surveys. If any shortfall is identified in educational facilities then there would be no further consideration unless the school were supportive of the disposal for security or other practical educational reasons. If no shortfall is identified then the review would proceed to Cabinet;
 - 1.3.4 the review would then be reported to Cabinet for a decision as to whether to accept the officer recommendations and declare the parcel of land surplus to educational requirements, and whether to proceed with the disposal of the site or agree an alternative use (subject to a clear business case which demonstrates sustainability).
- 1.4 Incentive Scheme
- 1.5 The Council has previously agreed that a proportion of any net receipt generated from a school site/building disposal is passed to the Education Directorate to hold on behalf of the school.
- 1.6 This receipt will be capped at the level of 5%, up to a maximum total receipt amount of £50,000 per individual sale. There would be nothing where the sum was less than £5,000.
- 1.7 This is not however a blanket arrangement as there may be particular circumstances when it would be inappropriate that the capital receipt available to Education should be allocated in this way. Consequently, there may be some occasions, due to exceptional circumstances, when this scheme would be varied, for example:
- a) where investment in facilities on the remaining site would enable a greater or more valuable disposal and this is demonstrated through a robust business case;
 - b) where a school has already, or will, directly benefit from significant capital investment through the QEd Programme, or
 - c) where a school is considered to hold excessive surplus reserves, as set out in the Scheme for Financing Schools.
- 1.8 To benefit under the incentive scheme, the governing body of the school affected will need to agree to the disposal within a period of 12 months following the initial notification by the local authority.

1.9 In Olchfa's case the scheme does not apply in its blanket arrangement as is explained below.

2.0 Olchfa Comprehensive School - Consultation

2.1 Key Facts;

Capacity –1859 as at January 2016.

Pupil numbers – Total numbers on roll including 6th form (as at January 2016 PLASC) was 1792

Pupil numbers within catchment – last analysed on 13 April 2016;for pupils in years 7-11, 938 of 1334 lived within the schools catchment area (70.3%). Of the pupils from outside the catchment area, most were from either Gowerton (70), Dylan Thomas (151) or Bishop Gore (111) catchments

Total School Acreage - 28.24

2.2 In 2014, the governing body were consulted on the possible sale of 5.96 acres which would have left 22.28 acres.

2.3 The governing body responded advising that they did not object in principle but subject to the caveats.

2.4 As summary of their response is as follows;

2.5 *The land which the school would propose might be considered for sale is not surplus to requirements as such. However, it is potentially surplus in different ways, depending on the section of land being considered.*

2.6 *One part (the concrete tennis courts) is currently in use by the PE department for outdoor girls' PE. Additionally, the PE department would wish to use the red gravel pitch for hockey, again predominantly played by girls at the school, but the pitch itself is in disrepair and is not safe to play on. Both these sections are unfit for purpose and would be totally surplus to requirements if the school could replace them with an alternatively sited bespoke outdoor, artificial games surface, ideally a full size 3G or 4G artificial pitch.*

2.7 *The land at the south end of the proposal, approaching Aneurin Way, is currently in regular use and is not currently surplus to requirements therefore. However, the school would be amenable to re-orientating the current pitches and track, in order to produce a parcel of land suitable to development, but the likely impact of that would be the loss of the smaller football pitch. If this were offset by the addition of a new facility as outlined above, the school is confident that an agreement could be reached which would be beneficial to all parties.*

- 2.8 *Olchfa has long maintained high achieving teams in a range of sports, for girls and boys. This generates highly positive wellbeing outcomes and improves quality of life for all concerned. The school would regard high quality facilities as being vital in further promoting those outcomes.*
- 2.9 *Whilst recognising the value to the LA of land sales, the school is keen to work in partnership to ensure that a physical reduction in site size does not detract from the quality of experience for pupils at the school.*

3.0 Consultation 2015

- 3.1 In consideration of Olchfa's response the governing body were again consulted in November 2015. The basis of that consultation is outlined below.

4.0 External areas

- 4.1 The two plans attached at appendix A and B both indicate hatched the proposed land sale area; the plan attached at Appendix A, also identifies the different areas within the site as described in Building Bulletin 98 (BB98), and the plan attached at Appendix B, indicates a revised layout including a full size 3G pitch.
- 4.2 The external areas do not currently satisfy BB98 which sets out simple, realistic, non-statutory area guidelines for secondary school buildings and grounds, that we would use for example if we were building a new secondary school. This is not surprising in so far as a new school will be developed to make maximum use of the available site and the external areas would be developed in accordance with Building Bulletin. A school constructed before the existence of Building Bulletin is unlikely to make the most efficient use of the site or include internally and externally all the suggested areas.
- 4.3 Olchfa in fact has an excess of games court, hard play and soft play areas, but a shortfall in pitches, which in turn means that the pitch allowance also does not satisfy The Education (School Premises) Regulations 1999.
- 4.4 The existing sports pitches are located to the rear of the school site. Over the years there have been variations in the layout between football and rugby. A running track and cricket wicket have also been added over the years. To the north of the area is a slight sloping embankment in a north to south direction.
- 4.5 The disposal of the area indicated would reduce the number of potential pitches by one. As indicated on drawing at Appendix A, there is the possibility of overlaying pitches for either football or rugby use, to allow for a potential 3G football surface; the running track would need to rotate 90 degrees and possible re-grading of the embankment would

be needed. This would have the potential of producing a spectator area on the embankment.

4.6 The area of all-weather pitches including 3G surfaces can be counted twice for the purposes of both BB98 and regulations, as they can be used for significantly more than the seven hours a week required of team game playing fields.

4.7 All-weather pitches allow more intensive use than grass and can also offer a popular community resource.

4.8 Other potential benefits to the school of the proposed land sale include;

- housing around the site and loss of the area around tennis courts and red gravel would potentially mitigate issues with pupils congregating in those areas;
- it would also potentially offer opportunities to enhance the security of the whole site;
- provision of more suitable facilities than existing, and
- all weather facilities for the school.

4.9 As advised by the governing body in their response to the consultation in 2014, the red gravel pitch itself is in disrepair and is not safe to play on; this and the tennis courts are unfit for purpose and would be totally surplus to requirements if the school could replace them with an alternatively sited bespoke outdoor, artificial games surface, ideally a full size 3G or 4G artificial pitch.'

5.0 Impact of new developments

5.1 If the school is extended or developed in future years, it is not expected that this would impact on the available pitch area.

6.0 Proposal

6.1 Olchfa Comprehensive School has 28.24 acres and it is proposed that with the potential land release shown hatched on both plans attached, a remaining area would be left of around 20.45 acres.

6.2 The governing body, were asked to consider;

6.2.1 whether it agrees that the land indicated is surplus to requirements and can be sold, subject to;

- provision of a full size 3G as indicated on the plan at Appendix 2 *Olchfa Option 2 A* attached from the sale proceeds (this would mean the incentive scheme would not apply);
- fencing to be realigned as appropriate;

- flexibility around the exact boundary positions which would not be confirmed until a developer is on board. Issues to consider include preserving a suitable southern access to the school.

6.2.2 whether it considers the disposal of the land would have an effect on any disabled children at the school, or any disabled adults visiting the school or working at the school or any person who comes within the protected characteristics under the Equality Act 2010.

6.2.3 The governing bodies response to the consultation in 2014, is below.

6.2.4 *Land sales will not affect disabled pupils or staff negatively, but have the potential to have a very significant positive impact on those groups. As things stand, the fields do not provide a suitable environment for disabled staff and young people (in the context of a school which, in overall terms, is not well suited to their needs). Were the fields to be reshaped and accommodate an artificial playing surface, that surface would allow disabled young people equal access to the opportunities afforded to others. If proximate to the current Sport Hall, towards the North or North West of the fields, physically disabled young people would be able to access a bespoke facility and take part in physical activity alongside their peers.*

7.0 Response

7.1 The governing body were mindful to engage in further discussions with the local authority, and accordingly subject to the Cabinet agreeing to progress with the proposal it officers will then engage in more detailed discussions with the school to agree the detailed boundary treatments and provision of an all-weather pitch.

8.0 Incentive policy

8.1 The Incentive Policy acknowledges that it could not be a blanket arrangement as there may be particular circumstances when it would be inappropriate that the capital receipt available to education should be allocated in this way. Consequently, there may be some occasions, due to exceptional circumstances, when this scheme would be varied; this includes where investment in facilities on the remaining site would enable a greater or more valuable disposal and this is demonstrated through a robust business case.

8.2 In this case the school already falls short of the external space requirements including pitch requirement. The proposal would reduce the available pitches by one, however, the provision of a 3G all-weather pitch would count as two, for the purposes of the calculation, as it should be available all year round.

8.3 The net receipt from the disposal of the site, after the provision of an all-weather pitch would be significant, and the school would benefit from enhanced external facilities and other benefits as explained above.

9.0 Equality and engagement implications

9.1 A full EIA Assessment has been carried out and has shown this project will have a positive impact on;

9.2 Age – the sale of potentially surplus land will allow the City and County of Swansea to invest in the facilities of a number of schools across the City, benefiting our children and young people.

9.3 Disability – the money being invested in schools will improve access for a number of disabled children and young people eg pupils at the new Burlais Primary School.

9.4 Currently the pitches do not provide a suitable environment for disabled staff and young people (in the context of a school which, in overall terms, is not well suited to their needs). Were the fields to be reshaped and accommodate an all-weather pitch, that surface would allow disabled young people equal access to the opportunities afforded to others. If proximate to the current Sport Hall, towards the North or North West of the fields, physically disabled young people would be able to access a bespoke facility and take part in physical activity alongside their peers.

9.5 In accordance with the requirements of The Playing Fields (Community Involvement in Disposal Decisions) (Wales) Regulations 2015 the impact assessment has also considered the how the proposed disposal would impact on any relevant strategies, plans or assessments.

9.6 This is summarised below and the full impact assessment will be available on line when the Cabinet papers are published on the website at <http://www.swansea.gov.uk/eia>.

9.7 Local Development Plan (LDP) – The scale of the LDP for the Olchfa catchment is mainly centred around Hendrefoilan Student Village (approx. 300 Units) and Cefn Coed (approximately 550 units).

9.8 There are a few smaller sites of around 25 units, and only one existing commitment of 24 units (Ref; 2013/0467).

9.9 Hendrefoilan Student village development has come forward within the Unitary Development Plan (UDP) and has now been approved.

- 9.10 Options considered for Olchfa in responding to planning consultations have concentrated on the need to rationalise the sub standard demountables and replace with 'new accommodation'.
- 9.11 However the only real chance for funding within the LDP will centre around Cefn Coed site and there will also be a primary element that will need to be considered.
- 9.12 The number of pupils that could be generated from these developments in accordance with the Supplementary Planning Guidance is tabled below.

Site	Primary Catchment	No. of units (approx.)	Primary (SPG)	Secondary (SPG)
KN004 Hendrefoilan Student Village	Hendrefoilan	300	93	66
SK011	Sketty	25	7.75	5.5
SK017 Cefn Coed	Sketty	500	155	110
FA008 Fairwood	Cila	25	7.75	5.5
2013/0467 (existing commitment)	Parklands	24	7.44	5.28
Total (approx.)				192.28

- 9.13 The above figures are of course subject to change all the time, and even if and when planning approval is secured there is no guarantee that the developments will go ahead.
- 9.14 The proposed land sale would not impact on any extension or remodelling required to accommodate additional pupils.
- 9.15 Play sufficiency assessment – there is no obvious detrimental impact to children and young people's play opportunities, as the land is not currently made available for community use in terms of play space, so it would not be removing play opportunities, but any loss of green space will have an impact on informal play and recreation.
- 9.16 The local authority's statutory responsibility arises from the Child and Families (Wales) Measure 2010 this statutory guidance to the Play Sufficiency Duty on all local authority's states;

Schools ensure that children are provided with a rich play environment for breaks during the school day
Schools provide play opportunities during out of teaching hours
Schools provide access to school grounds for playing out of school times

The local authority offers guidance to ensure schools understand and ensure that regular outdoor play is not curtailed

- 9.17 This largely relates to primary schools but will impact on Olchfa as it reduces the potential for opening up the grounds informally for community use. But this would be compensated for by the increase in formal community use given the expectancy that any 3G pitch would be available for hire as with current facilities.
- 9.18 Community, health, social care and well-being strategies – this proposal could have a positive impact by improving the nature of provision at the school that could also be made available for community use. This will be explored further.
- 9.20 Open space assessment – is undertaken by the local authority’s Planning Policy Team who identify specific surpluses or deficiencies within communities, to encourage in areas of limited open space the creation of new spaces and that existing spaces are retained and improved where possible. So that valuable existing facilities should be protected whilst the provision of new and improved open spaces should be facilitated.
- 9.21 The open space assessment undertaken by the Planning Policy Team of the authority shows that the Sketty ward, which Olchfa lies in has 11.5ha of Fields in Trust (FIT) provision per head of population which is 9.1ha over the recommended target. FIT recommends breaking down the standard to identify ‘outdoor sport, children’s playing space and then further breaking down the children’s playing space to identify equipped playgrounds. Sketty ward meets all of the required targets (outdoor sport – 10.7 ha and children’s playing space – 0.8ha) but does not meet its target for equipped playgrounds (0.1 ha). The Sketty ward has 21.7ha per 1000 head of population of accessible, natural green spaces (ANGS) 19.7ha above recommended target.
- 9.22 Based on this information the proposed disposal of land forming part of Olchfa Comprehensive School would not have a detrimental impact on the open space assessment for the area.
- 9.23 All key stakeholders will be consulted and communicated with throughout the projects delivery.

10.0 Financial implications

- 10.1 In accordance with current policy, the relevant capital receipt will contribute towards the achievement of the Council’s overall capital receipt target to part fund the 21st Century Programme for school improvements as set out in the approved capital programme. As such the capital receipt will not be allocated for any other specific purpose.

10.2 The valuations and costs detailed below are estimates only and the figures will be refined once further investigations have been concluded and the sites have been exposed to the open market.

11.0 Capital

11.1 The figures below represent the site valuation and financial information which will be redacted from a future Cabinet Report as they are not for publication by virtue of Paragraph 14 of Part A of Schedule 12a of the Local Government 1972 as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007, and will be contained in a separate part 2 report.

11.2 It has previously been estimated that the gross capital value for the site is in the region of Any final net receipt will be dependent upon the responses from a full marketing campaign, subject to site investigations, site specific costs such as realignment of boundary fences and any conditions that would be enforced following submission of any detailed planning application.

11.3 The provision of a full size 3G as indicated on the plan at Appendix B attached from the sale proceeds would mean the incentive scheme would not apply. The estimated cost of this is

11.4 This would result in a final net capital receipt of approximately

12.0 Revenue

12.0 The school may benefit from some savings in their delegated budget for the grounds maintenance and security, but would need to set aside a revenue budget for the 3G pitch maintenance.

12.1 The 3G surface would need replacing after 10 years at an indicative cost of £200,000, and so the school would therefore be advised to establish a sinking fund.

13.0 Legal implications

13.1 Whilst all land held by the Authority is held corporately, the Governors of the School have day to day control over the premises under the School Standards and Framework Act 1998. Therefore the local authority must seek the views of the governing body and take those views into account prior to making any final decision on disposal.

13.2 Playing Fields

13.2.1 In order to dispose of the land the local authority must also comply with The Playing Fields (Community Involvement in Disposal Decisions) (Wales) Regulations 2015 (“the Regulations”).

- 13.2.2 Section 1 of the Playing Fields (Community Involvement in Disposal Decisions) (Wales) Measure 2010 provides power for the Welsh Ministers, under the Regulations, to require the involvement of communities and other interested parties in decisions by local authorities about the proposed disposal of land consisting, or forming part, of a playing field.
- 13.2.3 The Regulations require a local authority to serve notices and publish information on the impact of the proposed disposal of a playing field on the health and well-being of the community, by reference to a number of key strategies, plans and assessments for the area in which the playing field is located; and strengthen arrangements for consulting the community, playing field users and relevant national bodies before a local authority takes a final decision to proceed with a proposed disposal.
- 13.2.4 In addition to these national bodies, the local authority must consult such other persons or bodies which appear to it to represent the interests of persons or bodies who are in the local authority's area, or in the area of a local authority which shares a boundary with any part of the playing field, and who make use of the playing field. This means, for example, that a local authority would need to consult representatives of local sports teams which play sport.

13.3 Best Value

- 13.3.1 The Council has a legal obligation under Section 123 of the Local Government Act 1972 that it shall not dispose of land for a consideration less than the best that can be reasonably obtained. Under the Council's constitution, compliance with this responsibility must be certified by the Council's Interim Director of Place or his nominee.
- 13.3.2 It is for the Interim Director of Place or his nominee to determine a marketing strategy where appropriate, either in-house or through an appropriate agent in the disposal of any land. Under the Council's constitution, the Interim Director of Place or his nominee will determine whether disposals will be made by way of a sealed offer, private treaty or auction and such determination will be made so as to achieve the best price reasonably obtainable.
- 13.3.3 In any disposal of Council land which does not fall within the delegated authority of responsible officers as defined in the constitution have to be reported to Cabinet.

Background papers:

Report of Cabinet Member for Learning and Skills and Cabinet Member for Finance and Resources to Cabinet April 2013; 21st Century Schools Programme.

Report of Cabinet Member for Learning and Skills to Cabinet 28 May 2013; Capital receipts from sale of land / property on school sites proposed incentive scheme.

Capital Budget & Programme 2015/16 - 2019/20, Council 25 February 2016.

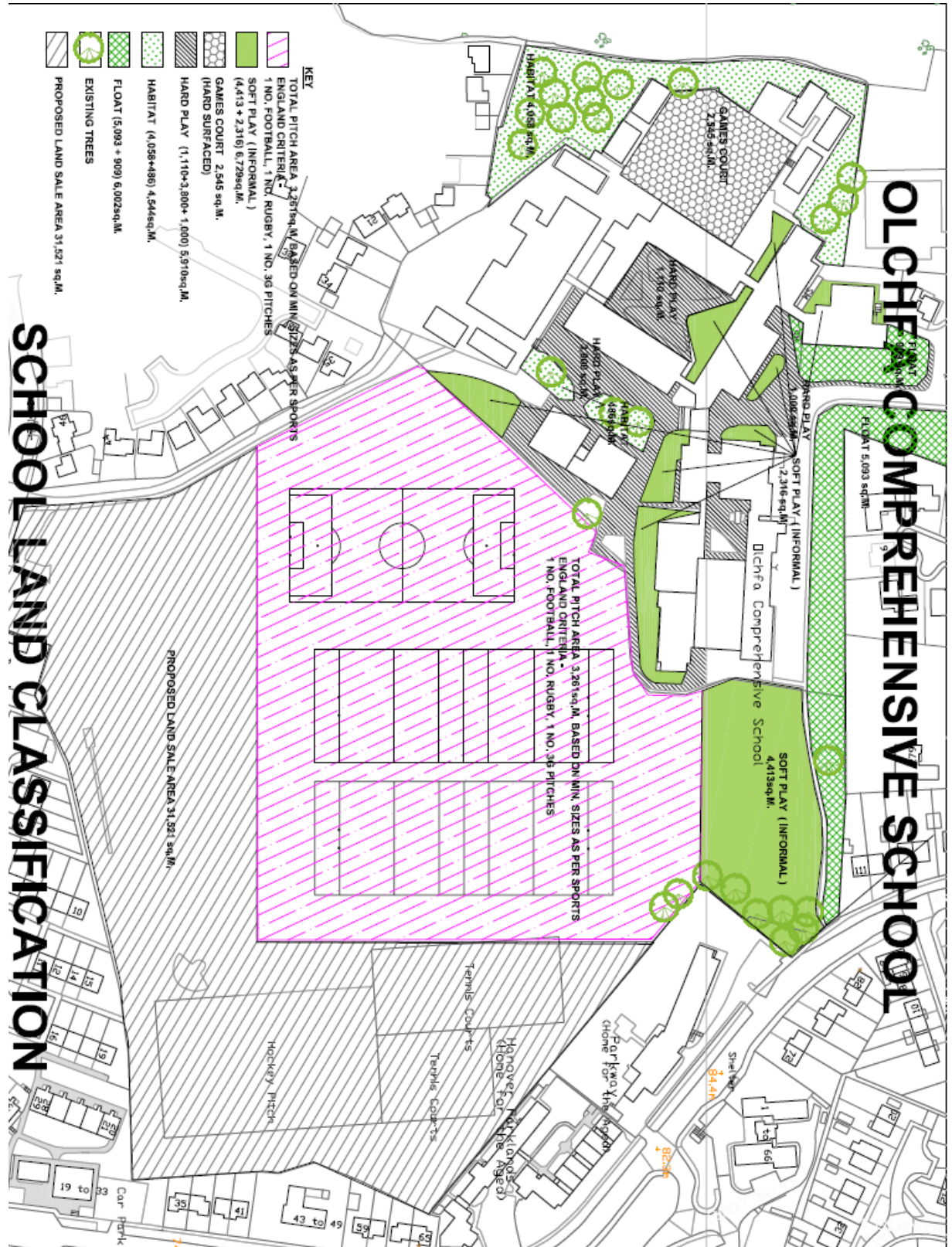
Equality impact assessment which can be found at <http://www.swansea.gov.uk/eia>.

Appendices:

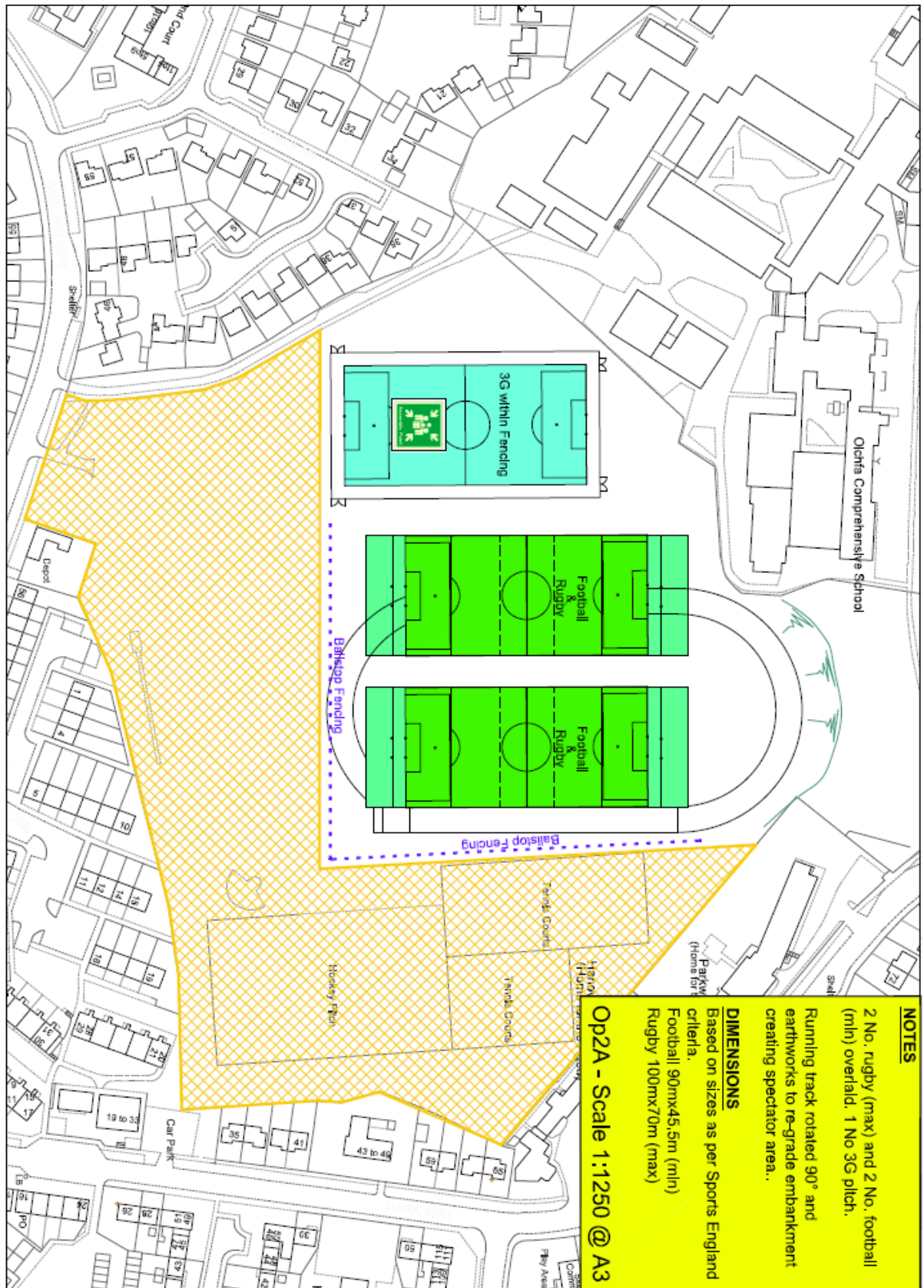
Appendix A Building Bulletin 98 (BB98) analysis

Appendix B Revised layout including a full size 3G pitch.

Appendix A Building Bulletin 98 (BB98) analysis



Appendix B Revised layout including a full size 3G pitch.



Agenda Item 13.

Report of the Cabinet Member for Education

Cabinet – 16 June 2016

21st CENTURY SCHOOLS PROGRAMME

PURCHASE ORDER VARIATION TO INCLUDE A SUMMER PROGRAMME OF WORKS – REFURBISHMENT AND REMODELLING OF PENTREHAFOD SCHOOL'S EXISTING BUILDINGS

Purpose:	<ul style="list-style-type: none">• To approve pre-construction works of car park to the front of Pentrehafod School prior to Welsh Government approval of the full business case and contract and subject to planning approval• To approve pre-construction works of boundary fencing prior to Welsh Government approval of the full business case and contract and subject to planning approval
Policy Framework:	<ul style="list-style-type: none">• One Swansea Plan• The revenue and capital budget as reported to and approved by Council on 10 February 2015.• QEd 2020 Programme• Corporate priority to review the overall provision of schools.• Corporate priority to improve opportunities for children and young people.• Corporate priority to improve school performance.• Corporate priority to ensure effective corporate and strategic management of assets.
Reason for decision:	<p>To progress enabling and external works during July/August 2016, prior to Welsh Government approval of the full business case and contract, and prior to award of second-stage contract for construction.</p> <p>To obtain authorisation for spend against City and County of Swansea's 50% contribution for the project prior to Welsh Government final approval of its 50% funding contribution.</p>
Consultation:	Education, Finance, Legal and Democratic Services, Corporate Building and Property Services.

Recommendation(s):

It is recommended that;

- 1) the summer programme of capital works as detailed together with the financial implications set out in Appendix A is approved, subject to planning approval and prior to the confirmation of the grant and entering into a contract with Welsh Government;
- 2) the first-stage purchase order for the design of refurbishment, remodelling and extension works for Pentrehafod School is varied to include the summer programme works (subject to planning approval);
- 3) the Head of Legal and Democratic Services is authorised to enter into any necessary documentation required to vary the purchase order and achieve the summer programme; and
- 4) a detailed contract award report detailing the total costs for the project and an equality impact assessment will be submitted to Cabinet in September 2016 prior to the major construction works being carried out.

Report Author: Sarah Weir

Finance Officer: Jayne James/Jeff Dong

Legal Officer: Deborah Howell

**Access to Services
Officer:** Sherill Hopkins

1. Introduction/Background

- 1.1 The Strategic Outline Programme (SOP) detailing the re-organisation and investment need for schools across Swansea was submitted to the Welsh Government (WG) in 2010.
- 1.2 In December 2011, further approval in principle was granted by the WG subject to contract and a local authority contribution of 50% towards the overall costs.
- 1.3 In line with WG programme requirements, the Capital Budget Programme 2013-2014 to 2019-2020 provides an outline spending profile for the early priority projects, totalling £51million. Included within this first phase of priority projects are refurbishment and remodelling works for Pentrehafod School, with a provisional budget of £12.720 million, to be funded 50% by City and County of Swansea (CCS) and 50% by Welsh Government.
- 1.4 WG approval of the Strategic Outline and Outline Business Cases was granted in February 2015. This was then followed by the appointment of Morgan Sindall in February 2016.

- 1.5 Subject to the successful approval of the full business case which is to be submitted July 2016, the local authority will enter into a formal contract with the WG which will form a binding agreement with the CCS.

2. Description of works at Pentrehafod School

Major refurbishment and remodelling works

- 2.1 The project aims to provide the pupils and staff of Pentrehafod School with a safe, sound and fit-for-purpose school environment.
- 2.2 The phased programme of works will include the refurbishment of existing buildings, curriculum remodelling and the extension of buildings to replace the substandard demountables which are no longer fit for purpose.
- 2.3 The finished school will also include a two classroom extension for Pentrehafod Alternative Curriculum Education (PACE) pupils, alongside the existing changing rooms. It is expected that the new unit will be part funded through Schools Challenge Cymru funding of £150,000. This was awarded to the school in 2014 and deferred to 2016 in order to support the wider strategy for the school site. This facility will be available to the community out of school hours.
- 2.4 The phased works will also include the relocation and rebuild of the changing rooms which will be part of the new PACE Unit as outlined above. The existing red gravel area which will be available to the community out-of-school hours will be resurfaced.
- 2.5 The proposals also include for the demolition of the existing substandard demountable buildings on the school site.

Summer programme of works

- 2.6 In an effort to make use of the summer holiday period the contractor has outlined a programme of summer works, including external works and enabling works to ensure that the major construction works could commence in September 2016.
- 2.7 The summer programme of works would require the local authority to draw upon its 50% contribution to the project prior to WG approval of the full business case (FBC) and confirmation of its 50% contribution to the project.
- 2.8 Approval of this summer programme of works would place a financial risk on the local authority if WG funding was not approved. If this happens, the local authority would be required to draw further on its 50% funding allocations to complete works on the school site allowing it to operate fully.
- 2.9 The summer programme of works' aim will be to enhance the major programme of works, as outlined above, through better segregation and management of the site during the construction phases as follows:
- 2.10 Construction of a new school car park to the front of the school. This will allow the construction compound to be erected on the red gravel area prior to the start of

term and in so doing ensure the segregation of pupils and staff from all construction activity. This work will include the construction of a separate entrance to the site adjacent to the new car park, which would allow construction traffic to enter site separate to the staff and pupil entrance.

- 2.11 Construction of new boundary fencing. This will allow the appropriate fencing line to be established prior to the start of the construction works, thus ensuring safe pupil and staff movement around the site during the construction programme.

3. Equality and engagement implications

- 3.1 A full Equality Impact Assessment has been completed for the project which shows that the project will not place any group at a disadvantage through the project and its outcomes. Instead the refurbishment programme will enhance the use of the school and its grounds by the wider community out of school hours.

4. Financial implications

Capital

- 4.1 In line with the QEd Programme requirements the Capital Budget Programme as reported to Cabinet on 25 February 2016 provides an outline-spending profile for the early priority projects totalling £51million. Included within this first phase of priority projects are the phased works at Pentrehafod School.
- 4.2 Once the final design has been completed for the project, a detailed delegated powers report on the costs will be submitted for approval to award second-stage contracts prior to any construction works being carried out, the determination of the planning application estimated to be in July 2016 and the consideration of the full business case by WG in August 2016.
- 4.3 The WG grant is subject to the approval of the full business case and contract with WG. Until this contract is signed, any ongoing design costs will need to be met from the CCS's own resources but it should then form part of the local authority's 50% local contribution towards the projects.
- 4.4 The proposed summer programme of works as outlined in Appendix A would be met from CCS's own resources but it should then form part of the local authority's 50% local contribution towards the project if the FBC is approved and the WG contract signed.
- 4.5 The overall project budget for stages one and two is £12.72million; the first stage purchase order has been valued at £399,467.70. It is proposed that this first stage contract is varied to £962,000 to allow the summer programme of works to proceed. If WG approve the project the costs of £962,000 would represent part of the local authority's 50% contribution to the project.
- 4.6 However, if WG does not approve the FBC and enter into a contract with the Authority to fund 50% of the project then the local authority would have to fund the full 100% of these works and commit a further £700,000 for the following in

order to complete the works that would have been completed as part of the full project to be funded 50% by City and County of Swansea and 50% by Welsh Government:

- red gravel area made up to full size is estimated to be circa £200,000; and
- demolition and rebuild of changing room block to the front of the school site circa £500,000.

4.7 In total this means the local authority would need to invest £1,662,000 in costs if WG does not approve the project, which will increase the overall funding shortfall within the capital programme.

4.8 However, if WG does approve the project the costs of £962,000 would represent part of the local authority's 50% contribution to the project.

4.9 The likelihood of the risk that WG will not finally approve a full business case and enter into contract with CCS is low, as the outline business case has already been approved in principle and the local authority was authorised to progress to full business case. The full business case submission is expected to be based on the same cost as the outline business case and to meet all the investment objectives.

5. Legal implications

5.1 This report is seeking authorisation to vary the pre-construction services Purchase Order to include a works element as outlined in Appendix A of this report to the value of £962,000. The NEC contract permits additional work to be awarded to a contractor in the form of a Project Manager's instruction.

5.2 As outlined above, there is a risk that Welsh Government will not approve the scheme, the Council need to agree to providing the required sum in order to complete the initial works.

5.3 A further contract award report will be submitted to award the second Stage contract later in 2016 and prior to the major phased programme of works being carried out across the school buildings.

5.4 The grant/funding agreement with WG is likely to contain conditions which are legally binding upon CCS. The Council will need to ensure that it is able to comply with the same.

Background papers

Cabinet Report 21 January 2016 - 21st Century Schools Programme - Contract award and capital programme authorisation for the design and refurbishment of Pentrehafod School's existing school buildings

Appendix:

Appendix A - Financial Implications

FINANCIAL IMPLICATIONS : SUMMARY

Portfolio: People

Service : Education

Scheme : Pentrehafod Comprehensive School

1. CAPITAL COSTS	2015/16 £'000	2016/17 £'000	2017/18 £'000	2018/19 £'000	TOTAL £'000
<u>Expenditure</u>					
Stage 1: Design Costs	131	261			392
Stage 2: Construction Costs (including Challenge Cymru) Fees	30	4,250 1,382	5,134 1,385	147	9,531 2,797
EXPENDITURE	161	5,893	6,519	147	12,720
<u>Financing</u>					
CCS funding	161	1,426	4,581	147	6,315
WG grant		4,317	1,938		6,255
Challenge Cymru		150			150
FINANCING	161	5,893	6,519	147	12,720

2. REVENUE COSTS	2015/16 £'000	2016/17 £'000	2017/18 £'000	2018/19 £'000	FULL YEAR £'000
<u>Service Controlled - Expenditure</u>					
Employees	) NA	) NA	) NA	) NA	0
Maintenance	) NA	) NA	) NA	) NA	0
Equipment	) NA	) NA	) NA	) NA	0
Administration	) NA	) NA	) NA	) NA	0
NET EXPENDITURE	0	0	0		0

Agenda Item 14.

Report of the Head of Legal & Democratic Services

Cabinet – 16 June 2016

EXCLUSION OF THE PUBLIC

Purpose:	To consider whether the Public should be excluded from the following items of business.	
Policy Framework:	None.	
Reason for Decision:	To comply with legislation.	
Consultation:	Legal.	
Recommendation(s):	It is recommended that:	
1)	The public be excluded from the meeting during consideration of the following item(s) of business on the grounds that it / they involve(s) the likely disclosure of exempt information as set out in the Paragraphs listed below of Schedule 12A of the Local Government Act 1972 as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007 subject to the Public Interest Test (where appropriate) being applied.	
	Item No.	Relevant Paragraphs in Schedule 12A
	15, 16, 17, 18, 19 & 20	14
Report Author:	Democratic Services	
Finance Officer:	Not Applicable	
Legal Officer:	Patrick Arran – Head of Legal & Democratic Services (Monitoring Officer)	

1. Introduction

- 1.1 Section 100A (4) of the Local Government Act 1972 as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007, allows a Principal Council to pass a resolution excluding the public from a meeting during an item of business.
- 1.2 Such a resolution is dependant on whether it is likely, in view of the nature of the business to be transacted or the nature of the proceedings that if members of the public were present during that item there would be disclosure to them of exempt information, as defined in section 100I of the Local Government Act 1972.

2. Exclusion of the Public / Public Interest Test

- 2.1 In order to comply with the above mentioned legislation, Cabinet will be requested to exclude the public from the meeting during consideration of the item(s) of business identified in the recommendation(s) to the report on the

grounds that it / they involve(s) the likely disclosure of exempt information as set out in the Exclusion Paragraphs of Schedule 12A of the Local Government Act 1972 as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007.

- 2.2 Information which falls within paragraphs 12 to 15, 17 and 18 of Schedule 12A of the Local Government Act 1972 as amended is exempt information if and so long as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.
- 2.3 The specific Exclusion Paragraphs and the Public Interest Tests to be applied are listed in **Appendix A**.
- 2.4 Where paragraph 16 of the Schedule 12A applies there is no public interest test. Councillors are able to consider whether they wish to waive their legal privilege in the information, however, given that this may place the Council in a position of risk, it is not something that should be done as a matter of routine.

3. Financial Implications

- 3.1 There are no financial implications associated with this report.

4. Legal Implications

- 4.1 The legislative provisions are set out in the report.
- 4.2 Councillors must consider with regard to each item of business set out in paragraph 2 of this report the following matters:
 - 4.2.1 Whether in relation to that item of business the information is capable of being exempt information, because it falls into one of the paragraphs set out in Schedule 12A of the Local Government Act 1972 as amended and reproduced in Appendix A to this report.
 - 4.2.2 If the information does fall within one or more of paragraphs 12 to 15, 17 and 18 of Schedule 12A of the Local Government Act 1972 as amended, the public interest test as set out in paragraph 2.2 of this report.
 - 4.2.3 If the information falls within paragraph 16 of Schedule 12A of the Local Government Act 1972 in considering whether to exclude the public members are not required to apply the public interest test but must consider whether they wish to waive their privilege in relation to that item for any reason.

Background Papers: None.

Appendices: Appendix A – Public Interest Test.

Public Interest Test

No.	Relevant Paragraphs in Schedule 12A
12	Information relating to a particular individual.
	<p>The Proper Officer (Monitoring Officer) has determined in preparing this report that paragraph 12 should apply. His view on the public interest test was that to make this information public would disclose personal data relating to an individual in contravention of the principles of the Data Protection Act. Because of this and since there did not appear to be an overwhelming public interest in requiring the disclosure of personal data he felt that the public interest in maintaining the exemption outweighs the public interest in disclosing the information. Members are asked to consider this factor when determining the public interest test, which they must decide when considering excluding the public from this part of the meeting.</p>
13	Information which is likely to reveal the identity of an individual.
	<p>The Proper Officer (Monitoring Officer) has determined in preparing this report that paragraph 13 should apply. His view on the public interest test was that the individual involved was entitled to privacy and that there was no overriding public interest which required the disclosure of the individual's identity. On that basis he felt that the public interest in maintaining the exemption outweighs the public interest in disclosing the information. Members are asked to consider this factor when determining the public interest test, which they must decide when considering excluding the public from this part of the meeting.</p>
14	Information relating to the financial or business affairs of any particular person (including the authority holding that information).
	<p>The Proper Officer (Monitoring Officer) has determined in preparing this report that paragraph 14 should apply. His view on the public interest test was that:</p> <p>a) Whilst he was mindful of the need to ensure the transparency and accountability of public authority for decisions taken by them in relation to the spending of public money, the right of a third party to the privacy of their financial / business affairs outweighed the need for that information to be made public; or</p> <p>b) Disclosure of the information would give an unfair advantage to tenderers for commercial contracts.</p> <p>This information is not affected by any other statutory provision which requires the information to be publicly registered.</p> <p>On that basis he felt that the public interest in maintaining the exemption outweighs the public interest in disclosing the information. Members are asked to consider this factor when determining the public interest test, which they must decide when considering excluding the public from this part of the meeting.</p>

No.	Relevant Paragraphs in Schedule 12A
15	<p>Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the authority or a Minister of the Crown and employees of, or office holders under, the authority.</p>
	<p>The Proper Officer (Monitoring Officer) has determined in preparing this report that paragraph 15 should apply. His view on the public interest test was that whilst he is mindful of the need to ensure that transparency and accountability of public authority for decisions taken by them he was satisfied that in this case disclosure of the information would prejudice the discussion in relation to labour relations to the disadvantage of the authority and inhabitants of its area. On that basis he felt that the public interest in maintaining the exemption outweighs the public interest in disclosing the information. Members are asked to consider this factor when determining the public interest test, which they must decide when considering excluding the public from this part of the meeting.</p>
16	<p>Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings.</p>
	<p>No public interest test.</p>
17	<p>Information which reveals that the authority proposes: (a) To give under any enactment a notice under or by virtue of which requirements are imposed on a person; or (b) To make an order or direction under any enactment.</p>
	<p>The Proper Officer (Monitoring Officer) has determined in preparing this report that paragraph 17 should apply. His view on the public interest test was that the authority's statutory powers could be rendered ineffective or less effective were there to be advanced knowledge of its intention/the proper exercise of the Council's statutory power could be prejudiced by the public discussion or speculation on the matter to the detriment of the authority and the inhabitants of its area. On that basis he felt that the public interest in maintaining the exemption outweighs the public interest in disclosing the information. Members are asked to consider this factor when determining the public interest test, which they must decide when considering excluding the public from this part of the meeting.</p>
18	<p>Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime</p>
	<p>The Proper Officer (Monitoring Officer) has determined in preparing this report that paragraph 18 should apply. His view on the public interest test was that the authority's statutory powers could be rendered ineffective or less effective were there to be advanced knowledge of its intention/the proper exercise of the Council's statutory power could be prejudiced by public discussion or speculation on the matter to the detriment of the authority and the inhabitants of its area. On that basis he felt that the public interest in maintaining the exemption outweighs the public interest in disclosing the information. Members are asked to consider this factor when determining the public interest test, which they must decide when considering excluding the public from this part of the meeting.</p>

Agenda Item 15.

By virtue of paragraph(s) 14 of Schedule 12A
of the Local Government Act 1972
as amended by the Local Government (Access to
Information) (Variation) (Wales) Order 2007.

Document is Restricted

By virtue of paragraph(s) 14 of Schedule 12A
of the Local Government Act 1972
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Document is Restricted

By virtue of paragraph(s) 14 of Schedule 12A
of the Local Government Act 1972
as amended by the Local Government (Access to
Information) (Variation) (Wales) Order 2007.

Document is Restricted

Agenda Item 16.

By virtue of paragraph(s) 14 of Schedule 12A
of the Local Government Act 1972
as amended by the Local Government (Access to
Information) (Variation) (Wales) Order 2007.

Document is Restricted

Agenda Item 17.

By virtue of paragraph(s) 14 of Schedule 12A
of the Local Government Act 1972
as amended by the Local Government (Access to
Information) (Variation) (Wales) Order 2007.

Document is Restricted

Agenda Item 18.

By virtue of paragraph(s) 14 of Schedule 12A
of the Local Government Act 1972
as amended by the Local Government (Access to
Information) (Variation) (Wales) Order 2007.

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By virtue of paragraph(s) 14 of Schedule 12A
of the Local Government Act 1972
as amended by the Local Government (Access to
Information) (Variation) (Wales) Order 2007.

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Agenda Item 19.

By virtue of paragraph(s) 14 of Schedule 12A
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Information) (Variation) (Wales) Order 2007.

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Agenda Item 20.

By virtue of paragraph(s) 14 of Schedule 12A
of the Local Government Act 1972
as amended by the Local Government (Access to
Information) (Variation) (Wales) Order 2007.

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