

**MONDAY 6<sup>TH</sup> NOVEMBER 2023**

**TO: ALL MEMBERS OF THE CABINET**

I HEREBY SUMMON YOU TO ATTEND A **MULTI LOCATION MEETING** OF THE **CABINET** WHICH WILL BE HELD IN THE **CHAMBER, COUNTY HALL, CARMARTHEN, SA31 1JP AND REMOTELY AT 10.00 A.M. ON MONDAY, 13TH NOVEMBER, 2023** FOR THE TRANSACTION OF THE BUSINESS OUTLINED ON THE ATTACHED AGENDA

*Wendy Walters*

**CHIEF EXECUTIVE**

<b>Democratic Officer:</b>	<b>Michelle Evans Thomas</b>
<b>Telephone (direct line):</b>	<b>01267 224470</b>
<b>E-Mail:</b>	<b>MEEvansThomas@carmarthenshire.gov.uk</b>

**This is a multi-location meeting.  
Members can attend in person at the venue detailed above or remotely via the  
Zoom link which is provided separately.**

**The meeting can be viewed on the authority's website via the following link:-  
<https://carmarthenshire.public-i.tv/core/portal/home>**

Wendy Walters Prif Weithredwr, *Chief Executive*,  
Neuadd y Sir, Caerfyrddin. SA31 1JP  
County Hall, Carmarthen. SA31 1JP

# **CABINET**

## **MEMBERSHIP – 10 MEMBERS**

<b>COUNCILLOR</b>	<b>PORTFOLIO</b>
<b>Councillor Darren Price</b>	<b>Leader</b>
<b>Councillor Linda Evans</b>	<b>Deputy Leader and Cabinet Member for Homes</b>
<b>Councillor Glynog Davies</b>	<b>Education and Welsh Language</b>
<b>Councillor Ann Davies</b>	<b>Rural Affairs, Community Cohesion and Planning Policy</b>
<b>Councillor Hazel Evans</b>	<b>Regeneration, Leisure, Culture and Tourism</b>
<b>Councillor Philip Hughes</b>	<b>Organisation and Workforce</b>
<b>Councillor Alun Lenny</b>	<b>Resources</b>
<b>Councillor Edward Thomas</b>	<b>Transport, Waste and Infrastructure Services</b>
<b>Councillor Jane Tremlett</b>	<b>Health and Social Services</b>
<b>Councillor Aled Vaughan Owen</b>	<b>Climate Change, Decarbonisation and Sustainability</b>

# A G E N D A

1. **APOLOGIES FOR ABSENCE**
2. **DECLARATIONS OF PERSONAL INTEREST**
3. **TO SIGN AS A CORRECT RECORD THE MINUTES OF THE MEETING OF THE CABINET HELD ON THE 30TH OCTOBER 2023** 5 - 14
4. **QUESTIONS ON NOTICE BY MEMBERS**
5. **PUBLIC QUESTIONS ON NOTICE**
6. **LEISURE, CULTURE AND OUTDOOR RECREATION STRATEGY** 15 - 42
7. **COUNCIL'S REVENUE BUDGET MONITORING REPORT** 43 - 72
8. **CAPITAL PROGRAMME 2023-2024 UPDATE** 73 - 82
9. **NATIONAL COLLABORATIVE ARRANGEMENTS FOR WELSH (LOCAL AUTHORITY) ADOPTION AND FOSTERING SERVICES** 83 - 144
10. **ANY OTHER ITEMS OF BUSINESS THAT BY REASONS OF SPECIAL CIRCUMSTANCES THE CHAIR DECIDES SHOULD BE CONSIDERED AS A MATTER OF URGENCY PURSUANT TO SECTION 100B(4)(B) OF THE LOCAL GOVERNMENT ACT, 1972.**
11. **EXCLUSION OF THE PUBLIC**

THE REPORT RELATING TO THE FOLLOWING ITEM IS NOT FOR PUBLICATION AS IT CONTAINS EXEMPT INFORMATION AS DEFINED IN PARAGRAPH 14 OF PART 4 OF SCHEDULE 12A TO THE LOCAL GOVERNMENT ACT 1972 AS AMENDED BY THE LOCAL GOVERNMENT (ACCESS TO INFORMATION) (VARIATION) (WALES) ORDER 2007. IF, FOLLOWING THE APPLICATION OF THE PUBLIC INTEREST TEST, THE CABINET RESOLVES PURSUANT TO THE ACT TO CONSIDER THIS ITEM IN PRIVATE, THE PUBLIC WILL BE EXCLUDED FROM THE MEETING DURING SUCH CONSIDERATION.
12. **DISPOSAL OF PARC DEWI SANT, JOBSWELL ROAD, CARMARTHEN** 145 - 184

This page is intentionally left blank

## CABINET 30 OCTOBER 2023

**PRESENT:** Councillor D. Price (Chair) (In Person)

**Councillors (In Person):**

C.A. Davies

H.A.L. Evans

L.D. Evans

A. Lenny

E.G. Thomas

J. Tremlett

A. Vaughan Owen

**Councillors (Remotely):**

G. Davies.

**Also in attendance as an observer (Remotely):**

Councillor D.M. Cundy.

**Also Present (In Person):**

W. Walters, Chief Executive;

J. Morgan, Director of Community Services;

C. Moore, Director of Corporate Services;

L.R. Jones, Head of Administration and Law;

G. Morgans, Director of Education & Children's Services;

L. Jenkins, Cabinet Support Officer;

A. Williams, Director of Place and Infrastructure;

C. Higginson, Media Manager;

G. Ayers, Corporate Policy and Partnership Manager;

E. Evans, Principal Democratic Services Officer;

S. Rees, Simultaneous Translator;

J. Owen, Democratic Services Officer.

**Also Present (Remotely):**

J. Coles, Head of Children and Families;

R. Griffiths, Head of Place and Sustainability.

M. Runeckles, Member Support Officer;

**Chamber, County Hall, Carmarthen. SA31 1JP and remotely: 10:00am - 11:07am**

[Note: A change to the order of business, at the Chairs request, Agenda item 16 – Oriel Myrddin was moved to the last item of business]

### 1. APOLOGIES FOR ABSENCE

An apology for absence was received from Councillor P.M. Hughes.

## 2. DECLARATIONS OF PERSONAL INTEREST

Councillor / Officer	Minute Number	Nature of Interest
Councillor A. Lenny Councillor H.A.L. Evans Councillor E. Thomas Councillor J. Tremlett	8 – Conservation Area Appeals	A personal interest in that the Councillor lives within a conservation area. The Councillor remained in the meeting, took part in the consideration and voted.
Wendy Walters, Chief Executive	16 – Oriel Myrddin	Mrs Walters withdrew from the meeting prior to the consideration of the item.

## 3. TO SIGN AS A CORRECT RECORD THE MINUTES OF THE MEETING OF THE CABINET HELD ON THE 16TH OCTOBER 2023

**UNANIMOUSLY RESOLVED** that the minutes of the meeting of the Cabinet held on the 16<sup>th</sup> October 2023 be signed as a correct record.

## 4. QUESTIONS ON NOTICE BY MEMBERS

The Chair advised that no questions on notice had been submitted by members.

## 5. PUBLIC QUESTIONS ON NOTICE

The Chair advised that no public questions had been received.

## 6. CARMARTHENSHIRE COUNTY COUNCIL'S DRAFT ANNUAL REPORT FOR 2022-23

Cabinet Members considered the Draft Annual Report for 2022-23 on the Council's Corporate Strategy 2022-2027.

The report included information in regard to the four Well-being Objectives and Core Business Enablers and assessed the progress that had been made during the year.

Under the Well-being of Future Generations (Wales) Act 2015 the Council was required to publish an Annual Report on its Well-being Objectives. In addition, under the Local Government and Elections Act (Wales) 2021, the Council had a duty to report on its performance on a self-assessment approach. The report aimed to meet both the requirements in one document.

**UNANIMOUSLY RESOLVED TO RECOMMEND TO COUNCIL** that the Carmarthenshire County Council's Draft Annual Report for 2022-2023 be approved.

**7. TREASURY MANAGEMENT AND PRUDENTIAL INDICATOR REPORT 1ST APRIL 2023 TO 30TH JUNE 2023**

The Cabinet considered an update report on the treasury management activities and the prudential indicators for the period 1st April 2023 to June 2023.

**UNANIMOUSLY RESOLVED that the update Treasury Management and Prudential Indicator Report for 1st April 2023 to 30th June 2023 be approved.**

**8. CONSERVATION AREA APPRAISALS**

[Councillors A. Davies, H.A.L. Evans, A. Lenny and J. Tremlett having earlier declared a personal interest in this item, remained in the meeting and voted.]

Cabinet Members considered a report regarding the Conservation Area Appraisals which built on the work undertaken to review ten of the designated Conservation Areas across the County and the subsequent preparation and consultation of the appraisals for each of the identified Conservation Areas.

The report outlined the process and feedback received as part of the associated formal public consultation, setting out the final draft conservation area appraisals and any recommended amendments the Conservation Areas themselves. The report also included the next steps in relation to the regulatory process required to formally amend the Conservation Areas.

It was noted that the consultation on the content of the draft Conservation Area Appraisals was undertaken between the 24th June 2022 and 26th August 2022. As part of the online questionnaire 16 responses were received. A further 93 comments were submitted as part of the face to face and webinar sessions. All comments received had been duly considered and have informed the content of the draft assessments forming part of the report.

**UNANIMOUSLY RESOLVED TO RECOMMEND TO COUNCIL:**

- 8.1 that the outcome of the Conservation Area Appraisals and the recommended amendments to Conservation Area Boundaries be approved;**
- 8.2 to authorise officers to undertake necessary regulatory processes necessary to formally amend the Conservation Area boundaries as recommended.**

**9. STATUTORY DIRECTOR OF SOCIAL CARE SERVICES' ANNUAL REPORT 2022/23**

Cabinet Members considered the Annual Report of the Director of Social Services on the performance of social care services in the county for the year 2022/23. The report comprised an overview of performance in 2022/23 as well as an assessment on future provision, together with strategic priorities for 2024/25.

There was a statutory requirement for the Director of Social Services to report annually to Council on the delivery of services and performance as well as plans for the improvement of the whole range of social services. It was noted that the Health & Social Services Scrutiny Committee had endorsed the report at its meeting on the 4<sup>th</sup> October 2023.

Expressions of thanks were conveyed to the staff working across the health and social services.

**UNANIMOUSLY RESOLVED TO RECOMMEND TO COUNCIL that the Annual Report of the Statutory Director of Social Services on the Performance of Social Care Services in Carmarthenshire 2022/23 be approved.**

**10. CARMARTHENSHIRE COUNTY COUNCIL REPRESENTATION ON THE CARMARTHEN AND LLANELLI BUSINESS IMPROVEMENT DISTRICT (BID) BOARDS**

Cabinet Members considered a report on the representation on the Carmarthen and Llanelli Business Improvement District (BID) Board.

The report sought approval from Cabinet for Carmarthenshire County Council representation as an observer on the Carmarthen and Llanelli BID boards to enable the Council to report on the BID levy hereditaments in line with the Operational Agreements.

Cabinet noted that Carmarthen and Llanelli BID's were formed in 2020 and 2016 respectively, the Carmarthen BID was still within its first five-year term, whilst the Llanelli BID started its second term in March 2021.

The report outlined that both BID's were governed by Operational Agreements between Carmarthenshire County Council and Carmarthen BID CIC Limited (Carmarthen BID) and Ymlaen Llanelli (Llanelli BID). Within the terms of both agreements, Carmarthenshire County Council were responsible for the collection of the bid levy from liable businesses and administering the BID Revenue Account.

**UNANIMOUSLY RESOLVED that a nominated representation from Carmarthenshire County Council as an observer on the Carmarthen and Llanelli BID boards be approved.**



**11. NOTICE OF MOTION REFERRED FROM COUNCIL (13TH SEPTEMBER 2023)  
LLANDEILO BYPASS**

Cabinet Members received a report which contained information in response of a notice of motion referred by County Council at its meeting held on 13<sup>th</sup> September 2023 to Cabinet in respect of Llandeilo Bypass for consideration.

The report recommended that Carmarthenshire County Council write a further letter to Welsh Government's Deputy Minister for Climate Change, setting out the Council's position and to formally request the information set out in the Notice of Motion. Cabinet Members were in support of the recommendation.

**UNANIMOUSLY RESOLVED that a letter be sent to the Welsh Government's Deputy Minister for Climate Change, setting out the Council's position and to formally request the information set out in the Notice of Motion.**

**12. NOTICE OF MOTION REFERRED FROM COUNCIL (13th September 2023)  
SHADOWS DEPRESSION SUPPORT GROUP**

Cabinet Members received a report which contained information in response of a notice of motion referred by County Council at its meeting held on 13<sup>th</sup> September 2023 to Cabinet in respect of the Shadows Depression Support Group for consideration.

Cabinet Members noted that the Council had a responsibility to provide statutory mental health services under the Social Services and Wellbeing Act, the Mental Health Act and Mental health Measure and Together for Mental Health Strategy. In addition, through a multi-disciplinary approach, collaboration with the Health Board to develop mental health services took place and that the Council's Social Work teams were co-located with the Health Board Mental Health teams.

It was understood that Shadows Depression Support Group had been awarded a grant by the Health Board through Primary Care Cluster funding for a 3-year period. However, this grant had until very recently come to an end. The report gave recognition to the support that the Group had provided over the duration of the grant, and the positive feedback which had been received from all involved.

The Council's Commissioning Team have had early-stage discussions with the Shadows Depression Support Group on the prospect of working together to meet local need, the report detailed 2 services that had been confirmed for Shadows Depression Support Group to deliver in the Amman and Gwendraeth areas, namely, VAWDASV AND Generic Mental Health.

Furthermore, it was highlighted that the Commissioning Team had been supporting discussions between the Shadows Depression Support Group and both Carmarthenshire Association of Voluntary Services and CWMPAS. This would enable access to specialist information and advice which would support Shadows Depression Support Group to maximise available opportunities to improve the sustainability of the service going forward and to inform planning for the new financial year.

**UNANIMOUSLY RESOLVED:**

**12.1 to make further calls on Hywel Dda University Health Board to ensure that there are sufficient mental health services available to residents across all of Carmarthenshire, in both the short and long-term;**

**12.2 to call on the Welsh Government, Hywel Dda University Health Board, the GP cluster and Carmarthenshire County Council to work with the Shadows Depression Support Group to find a sustainable funding solution in order to protect services in the Amman and Gwendraeth Valleys.**

**13. 10 TOWNS PROGRAMME CAPITAL FUND - KIDWELLY TOWN**

Cabinet received a report which contained an application submitted by Kidwelly Town Council as part of the 10 Towns programme.

The aim of the 10 towns programme is to provide designated rural market towns across the County the opportunity of economic growth and sustainability. Kidwelly Town Council had agreed to act as the lead body on behalf of the economic growth plan team which had been established within the town and included representatives from private, public and third sector organisations.

It was noted that there were no alternative funding sources available for this project and therefore without Shared Prosperity Fund investment and Core funding, this project would not proceed.

Cabinet Members considered the detailed application within the report which included the project summary and associated costs.

**UNANIMOUSLY RESOLVED that the grant request of £100,000 from the Authority's 10 Towns Capital Fund and £75,000 from the Shared Prosperity Fund as part of the Rural Anchor programme be approved.**

**14. ANY OTHER ITEMS OF BUSINESS**

The Chair advised that there were no items of urgent business.

**15. EXCLUSION OF THE PUBLIC**

**UNANIMOUSLY RESOLVED, pursuant to the Local Government Act 1972, as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007, that the public be excluded from the meeting during consideration of the following items as the reports contained exempt information as defined in paragraph 14 of Part 4 of Schedule 12A to the Act.**

## 16. ORIEL MYRDDIN CAPITAL PROJECT

[Note:

- This item was moved to the end of the agenda;
- Wendy Walters, Chief Executive declared an interest and left the meeting prior to the consideration thereof.]

**Following the application of the public interest test it was UNANIMOUSLY RESOLVED, pursuant to the Act referred to in Minute Item 15 above, to consider this matter in private, with the public excluded from the meeting as disclosure would be likely to cause financial harm to the Council by undermining its position in negotiations regarding the project.**

The Cabinet considered a detailed report in relation to the development of the Oriel Myrddin Capital Project.

**RESOLVED that:**

**16.1 an updated capital funding package and program be agreed;**

**16.2 the Head of Terms (HoT) and a roadmap of legal arrangements relating to property and governance which adopt a risk-based approach to issuing a letter of intent for the appointed main contractor to start on site be agreed.**

## 17. SHARED PROSPERITY FUND- PROPERTY DEVELOPMENT

**Following the application of the public interest test it was UNANIMOUSLY RESOLVED, pursuant to the Act referred to in Minute Item 15 above, to consider this matter in private, with the public excluded from the meeting as disclosure would be likely to cause financial harm to the Council by undermining its position in negotiations regarding the project.**

The Cabinet received a report for consideration which provided information on proposed projects for grant funding which would enable the proposed schemes to be developed.

The Shared Prosperity Fund - Property Development aimed to provide financial assistance for developers towards the construction of industrial and commercial buildings with the primary aim of creating capacity for employment in Carmarthenshire.

**UNANIMOUSLY RESOLVED that the proposed projects for the Shared Prosperity Fund – Property Development Fund as detailed in the report be approved.**

## 18. PLOT 3, TROSTRE RETAIL PARK

Following the application of the public interest test it was **UNANIMOUSLY RESOLVED**, pursuant to the Act referred to in Minute Item 15 above, to consider this matter in private, with the public excluded from the meeting as disclosure would put the authority at a material disadvantage in any subsequent negotiations with third parties and potentially harm the public purse.

The Cabinet considered a report which provided detailed information on the revised development scheme for Plot 3 Trostre Retail Park. The report sought that Cabinet decision on whether the Authority proceeds with the sale for the alternative scheme on Council owned land at Trostre.

After taking into consideration the potential negative impact that the development could have on Llanelli Town Centre, it was proposed that the sale does not proceed at this time. This was duly seconded.

**UNANIMOUSLY RESOLVED** that the Authority does not proceed with the sale for the alternative scheme on Council owned land at Trostre.

## 19. THE ACQUISITION OF PROPERTIES FOR USE AS REGISTERED CHILDREN'S HOMES

Following the application of the public interest test it was **UNANIMOUSLY RESOLVED**, pursuant to the Act referred to in Minute Item 15 above, to consider this matter in private, with the public excluded from the meeting because the purchase is outstanding and so as not to prejudice continuing negotiations.

The Cabinet considered a report which sought approval on the acquisition of properties for use as registered children's homes.

It was reported that as part of the Co-operation Agreement between the Welsh Government and Plaid Cymru, there was a clear commitment to eliminate private profit from the care of children looked after. By 2026 it will be unlawful for Local Authorities to place children in private 'for profit' residential care homes.

Cabinet noted that currently, the Council does not have sufficient capacity within its residential services for children to meet the current and projected demand. There was also insufficient supply within the 'not for profit' sector in residential services in Wales.

In considering the proposed acquisition, Cabinet noted that it would be funded through Welsh Government to re-balance the market and prepare Authorities for 2026.

**UNANIMOUSLY RESOLVED** that the acquisition of a 5-bedroom property as detailed within the report for use as a Registered Children's Home be approved.

---

**CHAIR**

---

**DATE**

*[PLEASE NOTE: These minutes reflect the order of business itemised on the agenda for the meeting which will differ from that on the webcast recording due to the change in the order of business.]*

This page is intentionally left blank

## CABINET 13<sup>TH</sup> NOVEMBER, 2023

### LEISURE, CULTURE, AND OUTDOOR RECREATION STRATEGY

**Purpose:**

To present a new 10-year Leisure, Culture and Outdoor Recreation Strategy for Carmarthenshire.

**Recommendations/key decisions required:**

To agree the final 10-year Leisure, Culture and Outdoor Recreation Strategy.

**Reasons:**

To provide strategic direction for the service moving forward, noting:

- the consultation undertaken to date via members, stakeholders, and the public
- that the final document is also aligned with national and corporate strategic policies

**Cabinet Decision Required:** YES – 13<sup>th</sup> November, 2023

**Council Decision Required:** NO

**CABINET MEMBER PORTFOLIO HOLDER:-**

Cllr Hazel Evans, Regeneration, Leisure, Culture and Tourism

**Directorate:** Communities

**Designation:**

**Tel:** 01267 228309

**Name of Head of Service/Report Author:**

Head of Leisure

**Email address:**

IJones@sirgar.gov.uk

Ian Jones

# EXECUTIVE SUMMARY

## LEISURE, CULTURE, AND OUTDOOR RECREATION STRATEGY

### PURPOSE OF REPORT

The strategy document has been developed building on insights and consultation with members, key stakeholders, and the public through an online consultation exercise. This document provides a framework for the service to deliver the strategically aligned Leisure, Culture, and Outdoor Recreation Strategy for the next 10 years.

The strategy answers three basic questions:

- Where has the service come from?
- Where is it now?
- Where is it going?

### EXECUTIVE SUMMARY

**Purpose of service:** Leisure, Culture and Outdoor Recreational services help create places where people want to live, work and visit. They play a vital part in public health and well-being whilst developing cultural identity and community cohesion.

#### **The service Strategy aims to:**

- Ensure we become a more integrated and integral service, fundamental to delivering on corporate and national outcomes;
- Ensure everybody has access to Leisure, Cultural and Outdoor Recreation services;
- Ensure every child is on a path to an active, healthy, engaged life;
- Get more people engaged in thriving, caring, active communities;
- Develop a stronger Carmarthenshire Cultural identity;
- Create a healthier Carmarthenshire;
- Make Carmarthenshire a better place to live, work and visit;
- Ensure people look after and make better use of our outdoor environment;
- Make the service more efficient and cost effective, allowing for pro-active re-investment in people's health and well-being;
- Support a stronger, more prosperous, self-sustaining economy.

**DETAILED REPORT ATTACHED?**

**YES (Presentation slides)**



# IMPLICATIONS

I confirm that other than those implications which have been agreed with the appropriate Directors / Heads of Service and are referred to in detail below, there are no other implications associated with this report:

Signed: *Ian Jones*

Head of Leisure

Policy, Crime & Disorder and Equalities	Legal	Finance	ICT	Risk Management Issues	Staffing Implications	Physical Assets
<b>YES</b>	<b>NONE</b>	<b>YES</b>	<b>NONE</b>	<b>NONE</b>	<b>NONE</b>	<b>YES</b>

## 1. Policy, Crime and Disorder

The purpose of this document is to align with national, corporate, and key stakeholder objectives to deliver an integrated Leisure, Culture, and Outdoor Recreation Strategy for Carmarthenshire for the next 10 years.

Integrated impact assessments form part of this work, including those focussed on changes to specific service direction for the final strategy.

## 3. Finance

The strategy outlines a vision, an ambition, and an intent for the service, recognising that no additional resource above existing revenue and capital budgets are committed. The reference to future investment would be subject to separate funding bids, and / or may be delivered via external resources, or possibly using invest to save principles.

## 7. Physical Assets

The strategy recognises the importance of developing a service asset management plan aligned with the corporate asset management plan for the authority.

# CONSULTATIONS

I confirm that the appropriate consultations have taken in place and the outcomes are as detailed below

Signed: *Ian Jones*

Head of Leisure

<b>1. Scrutiny Committee request for pre-determination</b>	YES
<b>If yes include the following information: -</b>	
<b>Scrutiny Committee</b>	<b>Communities, Homes &amp; Regeneration</b>
<b>Date the report was considered:-</b>	<b>16<sup>th</sup> November, 2022</b> <b>28<sup>th</sup> September, 2023</b>
<b>Scrutiny Committee Outcome/Recommendations:-</b>	
<p><b>16<sup>th</sup> November, 2022</b> UNANIMOUSLY RESOLVED that the 10 year Leisure, Culture and Outdoor Recreation Strategy be endorsed.</p> <p><b>28<sup>th</sup> September, 2023</b> UNANIMOUSLY RESOLVED to recommend to Cabinet that the Leisure, Culture and Outdoor Recreation Strategy be adopted.</p>	

**2. Local Member(s)**

Via public consultation held during Summer 2023

**3. Community / Town Council**

Via public consultation held during Summer 2023

**4. Relevant Partners**

Various stakeholders engaged e.g. SportWales; Arts Council for Wales

**5. Staff Side Representatives and other Organisations**

N/A

<b>CABINET MEMBER PORTFOLIO HOLDER(S) AWARE/CONSULTED</b>	Cllr Hazel Evans
YES	

Section 100D Local Government Act, 1972 – Access to Information  
List of Background Papers used in the preparation of this report:

THESE ARE DETAILED BELOW

Title of Document	File Ref No.	Locations that the papers are available for public inspection
Leisure Strategy 2008-13		Leisure Service online files

This page is intentionally left blank

# Leisure, Culture, and Outdoor Recreation Strategy

2023 - 2033



# WHAT **COULD** IT LOOK LIKE IN 2033?

- **A more integrated and integral service, fundamental to delivering on corporate and national outcomes**
- **Everybody able to access our Leisure, Cultural and Outdoor Recreation services**
- **Every child on the path to an active, healthy, engaged life**
- **More people engaged in thriving, caring, active communities**
- **A stronger Carmarthenshire Cultural identity**
- **A healthier Carmarthenshire**
- **A better place to live, work and visit**
- **People looking after and making better use of our outdoor environment**
- **A more efficient, cost-effective service, allowing us to pro-actively re-invest in people's health and well-being**
- **A stronger, more prosperous, self-sustaining economy**

# TIMELINE AND PROCESS FOR DEVELOPING THE NEW STRATEGY

Decision to Development Strategy

- Autumn 2021 - Decision to develop a new Strategy

Developing A Strategic Framework

- February - May 2022 - Initial Internal Consultation: Leisure Scrutiny Committee, Senior Leadership Team, Leisure Management teams
- June - Present Draft Strategic Framework to Department Management Team
- September - Nov - Present Draft Strategic Framework to Corporate Management Team, Pre-Cabinet, & Scrutiny

Consultation with External Partners

- Jan-Apr 2022 - External Consultation on Draft Strategic Framework to Stakeholders & Partners
- Spring / Summer - External Consultation with Public, Service users & local clubs / groups

Member Consultation

- September / Oct - Presentation of final draft to Cabinet Member
- Oct - Presentation to Pre-Cabinet

Council Decision

- October / Nov - Cabinet approval
- December 2023 - Implement strategy

Page 23

# STRUCTURE AND CONTENT OF PRESENTATION

## Where have we been?

- Our Journey 2007 - 2023

## Where Are We Now?

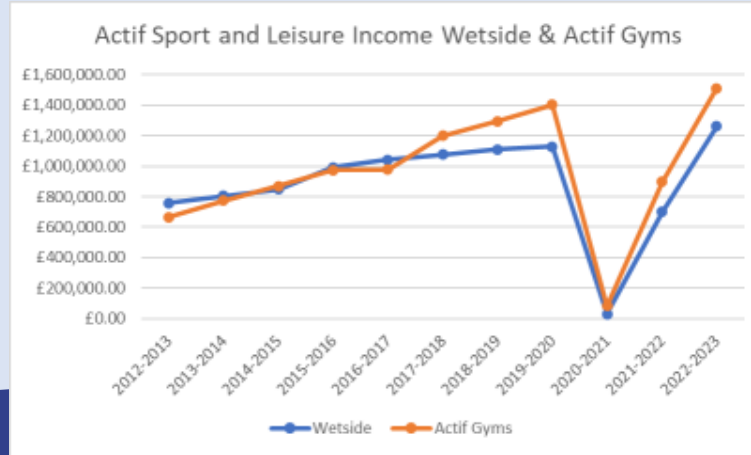
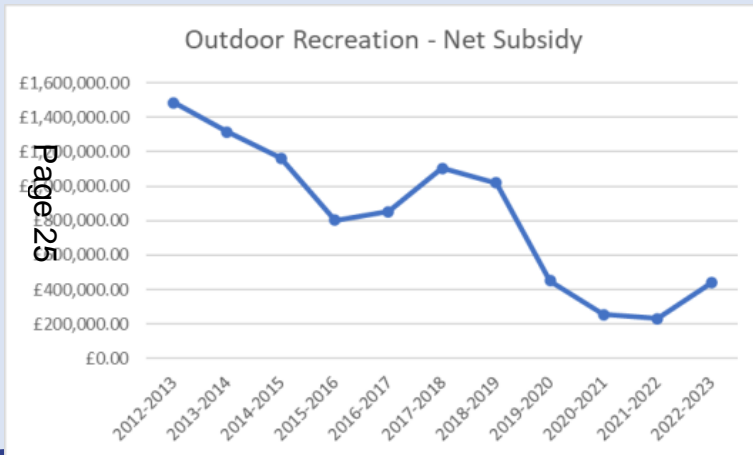
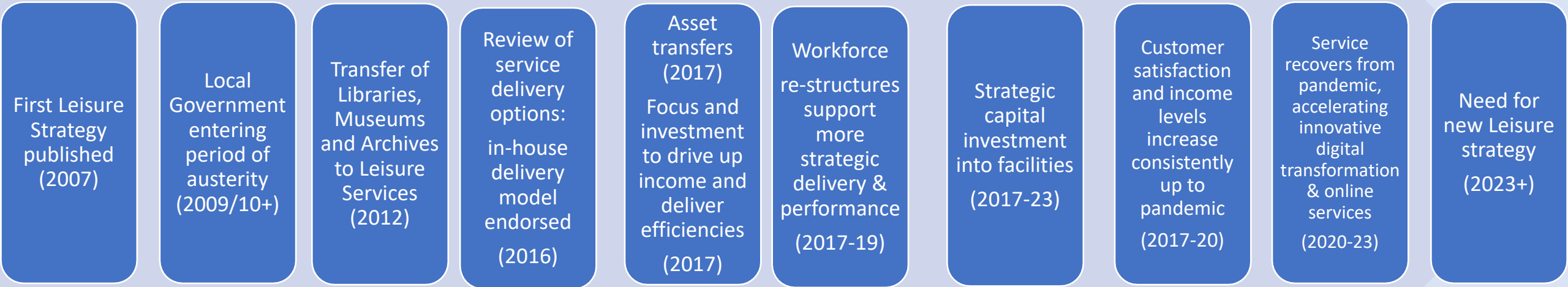
- The Leisure Service today
- Stakeholder Map
- Strategic Alignment of the Service
- Intelligence data / trends influencing the Strategy
- Internal Stakeholder Consultation – feedback to date

## Where Are We Going?

- Emerging Themes from Internal Consultation
- Strategic Framework
- Leisure Service Priorities
- A Vision for 2033 - What does Success Look Like?



# WHERE HAVE WE COME FROM? 2007 - 2023



# WHERE ARE WE NOW? The Leisure Service today

**Purpose of service:** Leisure, Culture and Outdoor Recreational services help create places where people want to live, work and visit. They play a vital part in public health and well-being whilst developing cultural identity and community cohesion.

- Actif Sport & Leisure - Indoor/ Outdoor Facilities, Actif Community Sports Development Team, Health & Fitness Team
- Cultural Services - Theatres, Archives, Galleries, Libraries, Museums, & Arts
- Outdoor Recreation - Country Parks, Strategic Coastal sites, Local Nature Reserves, & Outdoor Education

## 'Steady state' position (controllable budgets)

- **Expenditure:** CCC spends approximately £18.01m on Leisure, Outdoor Recreation and Culture annually
- **Income:** circa £10.33m per annum across the service
- **Net costs:** £7.68m per annum
- **Operational Recovery Rate:** 57.36% (Inc/Exp)
- **Cost per head of population:** £40.40 (population 190,073)
- **Workforce:** The service employs 162 F/T staff, 138 P/T staff and 146 casual staff.
- **Energy costs:** circa £859k pa (water, electric / gas etc)
- **User visits:** Service welcomes over 3 million user visits pa.
- **Social Value:** The Actif Sport & Leisure Services generates a SV of over £5m pa for the £2m (net) invested. This includes: over £4m of benefit to general well-being; and £800k of direct health benefits associated with reducing the risk of strokes, cancer, diabetes, depression and general GP visits

# WHERE ARE WE NOW? Market forces

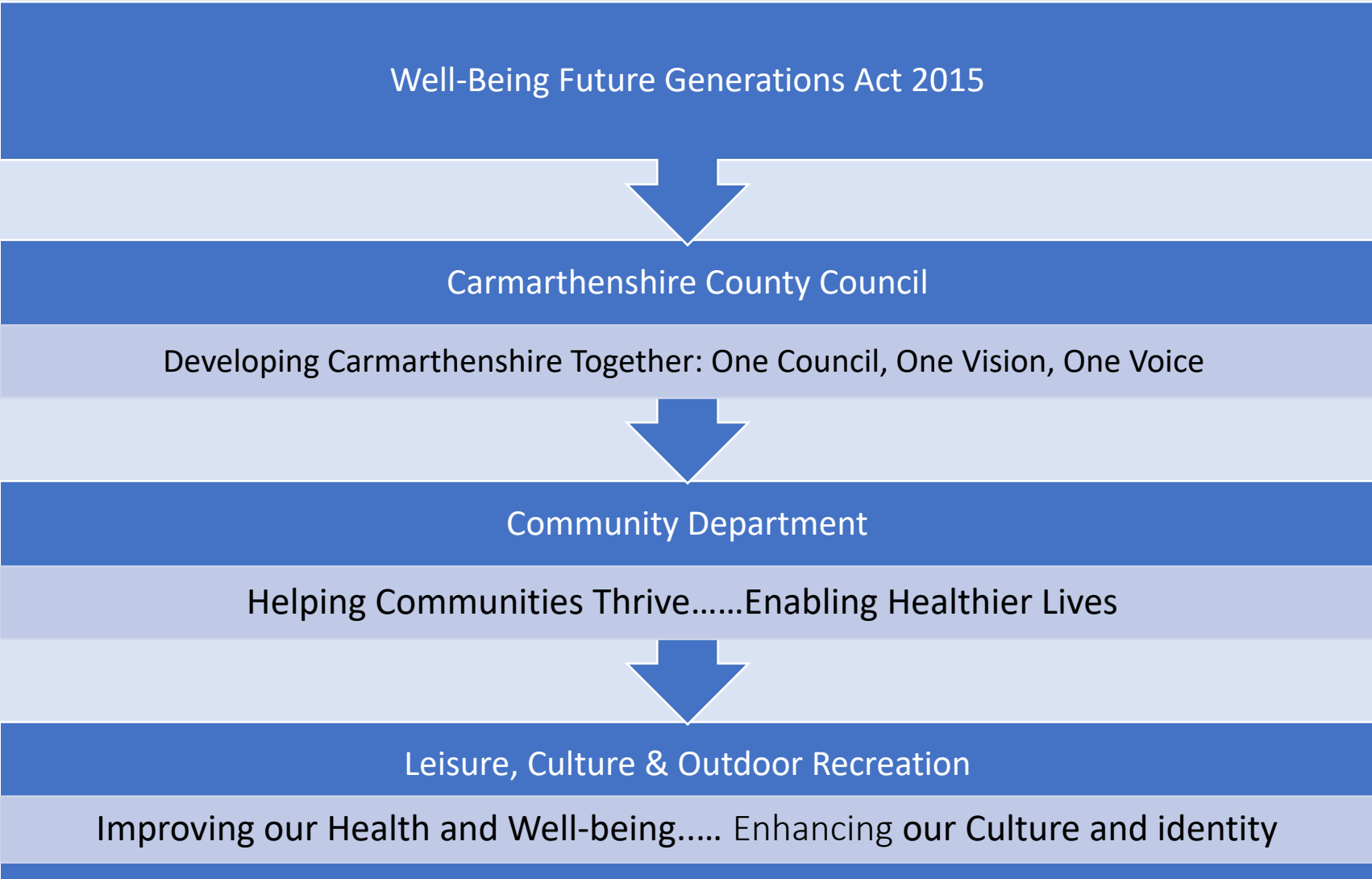
## Leisure Service

- **Financial forecast:** tough settlements anticipated over the coming years. All services individually, and collectively will need to evidence ongoing, improved social and financial value. Current values below, with baseline SV figures to be established for Cultural and Outdoor Recreation services.
- Actif Sport & Leisure - Cost per head of population £ 11.10; Operational Recovery Rate 71.66%; Social Value £5m
- Cultural Services - Cost per head of population £ 25.88; Operational Recovery Rate 20.18%; Social Value £TBC
- Outdoor Recreation - Cost per head of population £ 1.18; Operational Recovery Rate 93.83%; Social Value £TBC
- **Future provision:** Not a choice of one service before another - all these services bring social value to Carmarthenshire, however they differ in terms of their ability to operate 'commercially' - cross subsidy a key principle
- **Expenditure challenges:** We have many built assets across the portfolio, and these cost. Energy costs have a huge bearing on our large buildings, with costs increasing 150-185% over recent years. Using less energy and making best use of (any) existing assets are key to meeting these challenges. Mobile / online / streamed alternatives to be considered
- **Workforce:** recruitment and retention challenges, especially in specialised front of house roles at rural sites e.g. swim / exercise referral instructors. Seasonal challenges too.
- **Income challenges:** £4.5m of overall £10.3m income for service comes from Health & Fitness, and Aquatics. Income recovered from zero to 100% since Covid. New services coming online e.g. Caban at Pendine; Pentre Awel
- **Sustainable development:** A continuous review and improvement approach is key to sustainable future service delivery modelling – delivering better outcomes with less resource.

# KEY STAKEHOLDERS



# Strategic Alignment of the Service



# CURRENT CORPORATE DATA AND TRENDS INFLUENCING THE STRATEGY

Childhood Obesity	<ul style="list-style-type: none"> <li>• Projections suggest an increase in trends for childhood obesity with figures showing males between the ages of 2 – 15 being at greatest risk.</li> <li>• Carmarthenshire has the highest levels of overweight or obese children in Wales with 31.4% of 4-5 year-olds being overweight or obese. (Ref: Child Measurement Programme for Wales 2021/22, Public Health Wales)</li> </ul>
Adverse Childhood Experience (ACE)	<ul style="list-style-type: none"> <li>• Adverse Childhood Experiences (ACEs) have harmful impacts on health and well-being across the life course.</li> <li>• Children in workless households are more likely to experience ACE's. 8.7% of children in Carmarthenshire are living in workless households (Ref: Carmarthenshire Plan 21/22)</li> </ul>
Tackling Poverty	<ul style="list-style-type: none"> <li>• 33.8% (27,691) of households in Carmarthenshire can be defined as living in poverty, 13th highest in Wales (Welsh average 32.9%).</li> <li>• The COVID-19 Pandemic may have impacted more significantly on the most deprived communities. (Ref: Carmarthenshire Plan 21/22)</li> </ul>
Create More Jobs & Growth	<ul style="list-style-type: none"> <li>• Providing secure and well-paid jobs for local people is central to everything we are seeking to achieve. Increasing employability is fundamental to tackling poverty, reducing inequalities and has a dramatic impact on our health and ability to function in everyday society. (Ref: Carmarthenshire Plan 21/22)</li> </ul>
Help People Live Healthy Lives	<ul style="list-style-type: none"> <li>• There is a significant gap in life expectancy and a healthy life expectancy. In Carmarthenshire Healthy life expectancy of both males and females are below the Welsh average of 65.3 and 66.7 years. (Ref: Carmarthenshire Plan 21/22)</li> </ul>
Community Cohesion	<ul style="list-style-type: none"> <li>• Only half (51.5%) of Carmarthenshire residents feel they live in cohesive communities, where people treat each other with respect and consideration, where people from different backgrounds get on well together, and feel they belong to their local area. (Ref: Carmarthenshire Plan 21/22)</li> </ul>
Supporting Older People to age well and maintain dignity	<ul style="list-style-type: none"> <li>• Current projections suggest that the population of people over 65 living in Carmarthenshire is growing and by 2030 this will increase by 60%.</li> <li>• It is essential that we lay robust foundations to future proof the availability of services that promote and support ongoing well-being and independence for our frail older adult population. (Ref: Carmarthenshire Plan 21/22)</li> </ul>
Looking After the Environment Today – For Tomorrow	<ul style="list-style-type: none"> <li>• The Natural Environment is a core component of sustainable development. The Environment (Wales) Act 2016 expands the duty placed on public bodies, requiring them to maintain &amp; enhance biodiversity &amp; promote ecosystem resilience (Ref: Carmarthenshire Plan 21/22)</li> </ul>

# CONSULTATION - PERCEPTION OF THE SERVICE

## Perception of Leisure, Culture, and Outdoor Recreation (LCOR) Service

- Service is valued, trusted & respected
- Competes well as a transformational non-statutory service
- Confidence in the management
- Major Facilities (including Pentre Awel when operational) are well distributed across the County
- Services have survived and recovered / prospered post austerity & pandemic
- Income recovery very positive (post-Covid) – ongoing reduction in public subsidy / demonstrates innovation & financial resilience
- No appetite to outsource e.g. Trust or Third Party Operator
- Critical contribution to (post Covid) economic recovery, (continued) regeneration and future prosperity
- Health & Well-being of citizens is of high importance
- Capital investment has been (strategically) well planned, managed and is having a positive impact on users & growth
- General feeling of pride and enthusiasm to make a difference to people's lives
- Workforce re-structuring has improved delivery & performance
- Working well with corporate well-being services
- Service performed during pandemic and recovered exceptionally well
- Lessons learnt from pandemic – accelerated innovative approaches and aspects of digitalisation

# CONSULTATION - CHALLENGES TO THE SERVICE

- Focus on social and population values – improving mental health & physical well-being leading to lifelong (better) health, positively impacting on health and economic regeneration (and post covid recovery)
- Continue to contribute to corporate direction and add value to CCC corporate objectives – One Team philosophy
- Reducing levels of childhood obesity
- Contribute to tackling poverty - must ensure people in poverty have access to services
- Risks related to rising energy costs for facilities and the service in general / awareness of green agenda and targets
- Cost of living increases to existing & future service users – charging and social pricing policies key issues identified from public consultation
- How to engage & support an ageing population
- Develop approaches to connect & support rural communities
- Help to support communities to be more cohesive and to thrive
- Evidence needed that tax-payers value the service and it meets their needs & expectations
- Continue to innovate and transform service - ‘invest to save’ and develop the offer
- Continuous improvement on customer focus, service delivery & consistency of standards across the service
- Challenges with agility of current workforce / recruitment post Covid - what does the workforce of the future look like?
- Ensure the service continues to innovate e.g. programme delivery, technology & digitalisation, facility improvements and ‘green agenda’,  
Balancing:- Commerciality/Efficiency v Social/Equality/Diversity/Inclusion
- Challenges of working in certain listed, deteriorating, or ageing building stock, whilst public consultation highlights desire for better facilities
- Recognition of differing booking systems, data collection & recording systems across service



# CONSULTATION - OPPORTUNITIES FOR THE SERVICE

- Team Carmarthenshire – support / strengthen / add value to the corporate strategy & brand, add value and embed in core statutory services e.g. education, social services, tourism, economy, environment etc.
- Become powerful advocates for the service and celebrate the achievements of people and the Council (storytelling)
- Potential for future capital investment into the service (primarily grant funded or Invest to Save), led by the needs of Carmarthenshire residents, and impacting on the corporate direction & ambition of CCC
- Potential for further transformation, collaboration, shared projects / services and intelligence between CCC departments
- Leisure departments working more closely together e.g. outdoor theatres, active story time in library outlets, sporting culture & heritage exhibitions displayed in leisure centres, physical well-being activity delivered in places of culture e.g. yoga/dance/movement
- Maximising the strong and unique heritage, culture and identity of Carmarthenshire enabling it to thrive, and helping to tell positive stories about the County
- Maximise the opportunity for residents to value and use the outdoors – both formal & informal (free to use) opportunities
- Connect to stakeholder strategies to maximise future investment into the service – Sport Wales, Arts Council for Wales, NRW/Conservation organisation, Regional Forums, Public Service Boards
- Maximise additional sources of investment including grant funding, commercial investment & sponsorship
- Continue to forward plan & horizon scan
- Learn the lessons from Covid – adaptable / flexible / transformative services
- Strategic investment continues where it makes biggest impact on people's health and well-being e.g. Pentre Awel, Llanelli
- Further use and development of technology & innovation e.g. 73% of public preferred to access Archive services online
- Improved customer journey and experience, and clear communication with citizens is key





# STRATEGIC PRIORITIES

Well Being For All	Helping to Grow Economic Prosperity	Supporting Our Communities to Thrive	Caring for Our Environment	Promoting our Heritage, Culture and Language	Placing Equality and Inclusion at the Heart of all that we do
<p><b>We will:-</b></p> <ul style="list-style-type: none"> <li>• Provide a service which listens &amp; responds to the needs of our residents (&amp; visitors to our county)</li> <li>• Set ambitious 10 year targets to double existing levels of activity &amp; participation by our residents leading to improved health &amp; well-being</li> <li>• Reduce levels of obesity, particularly amongst children between the ages of 2 – 15 years.</li> <li>• Work with partners to contribute to the reduction in poverty, loneliness &amp; poor mental health amongst our residents</li> <li>• Monitor customer satisfaction levels on an annual basis, with the ambition of continuous service improvement</li> <li>• Take a person centred approach to the delivery of our service, where possible, delivering programmes based on demand.</li> <li>• Make use of both built facilities &amp; the natural environment in order to maximise our offer</li> <li>• Offer a range of programmes that enable our residents to ‘start well’, ‘live well’ and ‘age well’</li> <li>• Use of technology to improve service delivery and accessibility</li> <li>• Use insight &amp; evidence to help shape our service</li> </ul>	<p><b>We will:-</b></p> <ul style="list-style-type: none"> <li>• Support economic regeneration and post Covid recovery within the county by delivering:- <ul style="list-style-type: none"> <li>➤ cultural activities &amp; events</li> <li>➤ sporting events of regional, national &amp; international significance</li> <li>➤ Outdoor events which attract visitors to parks &amp; open spaces</li> <li>➤ Continue to reduce levels of public subsidy into our service</li> <li>➤ Attract additional revenue and external resource to support service delivery</li> <li>➤ Support tourism initiatives that add value to the local economy and perception of the Carmarthenshire</li> </ul> </li> <li>• Deliver a workforce strategy to ensure the service is agile, fit for the future, drives service improvement &amp; meets the expectations of our customers through:- <ul style="list-style-type: none"> <li>➤ workforce planning &amp; recruitment</li> <li>➤ staff training programmes</li> <li>➤ staff retention strategies</li> <li>➤ building a ‘Team Carmarthenshire’ approach</li> <li>➤ exploring how the workforce can be more inter-changeable across the service</li> <li>➤ Deliver a consistent customer service to a high standard</li> </ul> </li> </ul>	<p><b>We will:-</b></p> <ul style="list-style-type: none"> <li>• Develop a range of services and programmes which can be accessed from across the County: <ul style="list-style-type: none"> <li>➤ Innovative use of technology &amp; digitalised services</li> <li>➤ Collaborate with Schools and Health sector to deliver better, more efficient outcomes for our communities</li> </ul> </li> <li>• Understand the needs of our rural communities, specifically addressing issues which prevent or hinder participation in our services</li> <li>• Add value to the Council’s ‘community hubs’ programme</li> <li>• Develop an outward facing communications strategy to ensure that our communities feel valued and are connected with our services</li> <li>• Continue to deliver education and training opportunities that champion and enable the young leaders of tomorrow</li> <li>• Develop robust community volunteer networks to maximise formal and informal opportunities to improve health and well-being</li> </ul>	<p><b>We will:-</b></p> <ul style="list-style-type: none"> <li>• Commit to supporting the successful implementation of the Council’s Net Zero Carbon action plan by 2030</li> <li>• Develop a specific ‘Toward Net Zero Carbon action plan’ for leisure, focussing on the following themes: policy; clean energy; energy efficiency; sustainable transport; removing single use plastic; waste management; water efficiency; low carbon food; biodiversity; education; communication &amp; engagement</li> <li>• Work with Carmarthenshire Nature Partnership on their local recovery plan to support actions across our marine, coastal, woodland, wetland and brownfield leisure sites</li> <li>• Apply circular economy principles to everything we do.</li> <li>• Work toward achieving zero waste across our services</li> <li>• Aim to provide a Net Benefit for Biodiversity (NBB) and minimise harm to wildlife and the natural environment when developing future facilities, programmes &amp; activities</li> <li>• Support active travel schemes &amp; safe walking routes to our facilities &amp; community activities</li> </ul>	<p><b>We will:-</b></p> <ul style="list-style-type: none"> <li>• Actively promote the unique &amp; proud heritage and culture of Carmarthenshire</li> <li>• Use ‘story-telling’ to promote the importance of culture, sport/physical activity and the great outdoors to improve health and well-being</li> <li>• Celebrate the success of our residents who achieve on the local, national &amp; world stage, inspiring our residents to become more active and engaged in our programmes</li> <li>• Provide a bi-lingual service to our customers, supporting and enabling our Welsh language to flourish &amp; thrive</li> </ul>	<p><b>We will:-</b></p> <ul style="list-style-type: none"> <li>• Develop an Equality, Inclusion and Diversity action plan to support &amp; improve our services</li> <li>• Continue to provide EDI training to our staff and delivery network</li> <li>• Review and continuously improve how our service is delivered to ensure it is available and accessible to all</li> <li>• Balance the need for commerciality with the ambition of being socially responsible in all that we do</li> <li>• Develop an EDI support network to advise on matters of equality and inclusion e.g., Disability Arts/Sport Wales, LGBTQ+ Network, Race Equality network</li> </ul>

# GENERAL SERVICE-WIDE THEMES

## Manage Well

### HUMAN

- Align with corporate workforce strategy – focus on recruitment, training and retention
- Personalised / people centred offers and services
- Equalities, Diversity & Inclusion (EDI): pro-active approach to making services accessible / affordable to all, with a focus on programmes, activities, charges and social pricing
- User satisfaction and feedback key
- Getting people more active, engaged and healthier
- Collaborating and aligning with services: e.g. Education; Health; Regen; Marketing & Media

### ENVIRONMENTAL

- Towards net zero carbon corporate target by 2030 – Green champions throughout service
- Apply circular economy principles to everything we do
- Zero waste principles

### TECHNOLOGICAL

- Digital services to support and compliment physical engagement
- Connected services

### FINANCIAL

- Performance management measures for income, costs and user numbers;
- Commercially efficient & Socially valuable services (both co-exist)

### PREVENTION

- Pro-actively work with partners to sustain and enhance population health, with a strong emphasis on developing preventative services to meet the demands of an ageing population, and to address our acute health inequality challenges. Prevention rather than cure

### ASSETS

- Clear framework of facility management. Enabling - Delivering.
- Asset management planning key

### Key Measures

- People Outcomes
- Recruitment / Retention measures
- Customer satisfaction: NPS scores above 8
- Social Values generated for all service areas
- Population Health measures (by age / gender / locality):
- Physical activity;
- Mental Health;
- Community engagement;
- Obesity levels (focus on children)
  
- Place Outcomes
- Facility management frameworks in place
- Well maintained, accredited, efficient sites
  
- Environmental Outcomes
- Energy usage / Net zero Carbon measures improved
  
- Economic Outcomes
- Commercial opportunities plan produced
- Cost recovery up 10%: Exp / Inc

# ACTIF SPORT & LEISURE

## FOCUS AREAS

- Work with the Education department to implement recommendations from Task & Finish groups work to help reduce childhood obesity levels and to set healthy habits for life:
- - Developing a sustainable Planning, Preparation and Assessment (PPA) cover model for schools including access to the Actif Anywhere Schools online platform;
- - Improving physical literacy standards as the foundation for life-long activity and well-being
- - Developing a new schools and community aquatics plan for the County
- - Develop a sports pitch strategy for the County with the aim of getting an all-weather pitch at every secondary school
- New Pentre Awel Leisure Centre completed and open
- A 24/7 universal health and well-being offer – as you want it, when you want it, wherever you want it
- Develop a sport for all approach to support a broad range of participation in sports, from beginners to elite, working to support all Community Sports Clubs to become self-sustaining with development support, aligned to:
  - County Sport plans; and Club accreditation
- Expand the scope Exercise Referral and Social prescribing schemes as a recognised, efficient, and pro-active approach to supporting and reducing primary care pressures.
- Develop Actif Anywhere bi-lingual online Leisure platform used in: Schools, community centres, health settings, & other local authorities
- Regenerating towns and communities:
  - Enhanced Swimming Pool and Health & Fitness offer for Ammanford
  - Accessible 24/7 health and fitness, and commercial leisure offer in Carmarthen Town Centre

## Key Measures

### People Outcomes

Number of service users doubled by 2033  
Childhood Obesity reduced by 50%  
Every child able to swim 25m by age 11  
Net Promoter Score customer satisfaction scores above '8'

### Place Outcome

All facility plans delivered

### Environmental Outcome

Contributing to Corporate Net zero carbon target for 2030  
Waste management strategy implemented

### Economic Output

Additional £5m investment into the service  
Cost of Service to the rate payer reduced

# CULTURAL SERVICES

## FOCUS AREAS

- **Libraries & Archives:**
  - Develop a new Libraries strategy in line with evolving National Public Library Standards with a focus on reviewing outreach services
  - Hybrid delivery model of online and in person services
  - Develop themes of: Connect; Engage; Evolve; Partner; and Anchor (regenerating town / rural locations)
  - New Country Archive THE focus for the history and collections of Carmarthenshire, recognised as a place of learning, creativity, and discovery.
- **Museums, Galleries & Arts**
  - New Museums Strategy
  - New expanded, independent Oriel Myrddin gallery offer
  - New Museum of Land Speed at Pendine
  - Agreed long term plan for Kidwelly Industrial Museum
  - Further development of partnerships with Trusts, user groups and 3<sup>rd</sup> sector
  - New Arts development plan
  - Continued investment into Carmarthen and Parc Howard Museum sites
- **Theatres**
  - Thriving creative and social hubs, playing an active role in sustaining and supporting flourishing, creative communities
  - Developing Carmarthenshire's unique bilingual identity and culture, impacting and inspiring audiences, in our physical venues, and beyond through our outreach and digital programmes.

## Key Measures

- People Outcomes
  - Number of service users doubled by 2033
  - Net Promoter Score customer satisfaction scores above '8'
  - Formal engagement and partnerships with education / schools to access and utilise learning resources from our Cultural services
- Place Outcome
  - All facility improvement plans delivered
- Environmental Outcome
  - Contributing to Corporate Net zero carbon target for 2030
  - Waste management strategy implemented
- Economic Output
  - Additional £5m investment into the service
  - Cost per user reduced by 10%



# OUTDOOR RECREATION SERVICE (ORS)

## FOCUS AREAS

- **Outdoor Education:** New re-purposed County-wide Outdoor Education service in place, with a particular emphasis on a range of residential learning opportunities for children and young people.
- **10 year Sites Masterplans:**
  - Pembrey Country Park
    - a. Upgraded infrastructure: Electric; water; waste; broadband; depot, BMX track
    - b. Diverse accommodation offer: Log cabins / pods
    - c. Indoor play and activity facility
    - d. New beach sports / café / heritage facility
  - Millennium Coastal Park
    - a. New Motorhome facilities and coastal facilities in place and linked all along our coastline
    - b. Enhanced watersports offer at North Dock
    - c. Development of fishing offer
    - d. Sustainable Burry Port Harbour solution & East-side regeneration
  - Llyn Llech Owain Country & Mynydd Mawr Woodland Parks
- **Pendine Attractor Project operational**
  - New 44 bed 'Y Caban' accommodation offer
  - Development of income generating beach sports / activities
  - Events programme developed with key stakeholders
- **Green space and conservation management plan across all sites**
- **ORS Net Carbon Zero and Waste Strategy**
- **ORS Event Strategy, with 1 major event pa driving tourism economy**
- **New skatepark for South of County**

## Key Measures

- People Outcomes
  - Number of service users doubled by 2033
  - Net Promoter Score customer satisfaction scores above '8'
- Place Outcome
  - All facility improvement plans delivered
- Environmental Outcome
  - Contributing to Corporate Net zero carbon target for 2030
  - Waste management strategy implemented
  - Green space and conservation management plans across all sites
- Economic Outcome
  - Additional £10m investment into the service
  - The service is cost neutral



# WHAT **WILL** IT LOOK LIKE IN 2032?

- A more integrated and integral service, fundamental to delivering on corporate and national outcomes
- Everybody accessing our Leisure, Cultural, and Outdoor Recreation services
- Every child on the path to an active, healthy, engaged life
- More people engaged in thriving, caring, active communities
- A stronger Carmarthenshire Cultural identity
- A healthier Carmarthenshire
- A better place to live, work and visit
- People looking after and making better use of our outdoor environment
- A more efficient, cost-effective service, allowing us to pro-actively re-invest in people's health and well-being
- A stronger, more prosperous, self-sustaining economy

**Diolch / Thank you**

## CABINET 13 NOVEMBER 2023

### Council's Revenue Budget Monitoring Report

#### Recommendations / key decisions required:

That the Cabinet receives the Budget Monitoring report and considers the budgetary position and appropriate corrective action.

In respect of significant overspends on specific budget areas, Chief Officers and Heads of Service to critically review options available to them to address the ongoing impact.

#### Reasons:

To provide the Cabinet with an update on the latest budgetary position as at 31<sup>st</sup> August 2023, in respect of 2023/24.

Cabinet Decision Required                      YES

Council Decision Required                      NO

#### CABINET MEMBER PORTFOLIO HOLDER:

Cllr. Alun Lenny

Directorate: Corporate  
Services

Name of Director:  
Chris Moore

Report Author:  
Randal Hemingway

Designations:

Director of Corporate Services

Head of Financial Services

Tel No. 01267 224886  
E Mail Addresses:

CMoore@carmarthenshire.  
gov.uk

RHemingway@carmarthen  
shire.gov.uk

## EXECUTIVE SUMMARY

The revenue budget monitoring reports as at 31<sup>st</sup> August 2023 are attached and indicate that:

### **COUNCIL FUND REVENUE ACCOUNT (Appendix A)**

Overall, the monitoring report forecasts an overspend for the year at departmental level of £8,730k, with a forecast overspend on the Authority's net revenue budget of £6,098k.

At a high level this is due to a combination of:

- Increased expenditure in adult social care to meet pent up demand as recruitment pressures have begun to ease a little across the sector
- persistent overspends in service areas where budget reductions have been implemented, but challenges in delivery have made it impossible to keep pace with the level of savings required
- Significant overspends in Childrens Services, driven by increased levels of demand combined with complexity, not seen before the pandemic, which has required both a higher number and increased cost of residential placements.

The capital financing underspend forecast at £2.25m is due to scheme delays, a reduced need to borrow and increased interest earned on positive cash balances, partially offset by in year direct revenue funding for a small number of projects as set out in the capital programme update.

The April NJC pay award remains unsettled at the point of writing. As part of the 2023/24 budget setting process the Authority has agreed a £1.5m in year contingency budget which is currently held centrally which provides a partial offset to any costs above the 5% allowed for in the budget.

The full year forecast reflects the impact which includes known financial positions at the point of preparation. As such the forecast does not contain the full impact of any additional in-year and grant adjustments. In line with our existing policies, forecast departmental overspends are met out of departmental reserves, where available.

### Chief Executive's Department

The Chief Executive Department is anticipating an underspend of £117k for the year. There are overspends on Coroners costs, Land Charges income and some efficiencies within People Management that have yet to be achieved. This is offset by net underspends on Member pay and travelling, Industrial Premises income and staffing savings from vacant posts across the department.

### **Operational budgets**

The Chief Executive's section has an anticipated underspend of £141k, primarily due to staff savings due to vacancies and maternity leave in the section.

There is a £257k overspend expected in the People Management section. This consists of a £94k overspend in People Services HR on agency staff costs to deal with the backlog in recruitment along with unachieved current and prior year efficiencies, and an overspend of £72k in payroll due to current and past year efficiencies not yet being met. There is an overspend of £95k within the TIC team due to additional support for office downsizing with funding yet to be confirmed (£60k) and a £35k income efficiency target not currently being met. There is an overspend of £31k in Organisational Development due to a prior year efficiency not currently being met. There are also some very small other overspends in the division. This is offset by an underspend on Business and Projects support of £18k due to a saving on supplies and services and a staff member working reduced hours. There is also an underspend on DBS of £25k, due to fewer checks being undertaken than budgeted for.

The ICT & Corporate Policy section are anticipating a £26k underspend, largely due to part year vacant posts within the division. These have now been filled or are due to be filled imminently.

Admin and Law are showing an underspend of £67k. Members pay and travelling are underspent by £74k, and there is an additional £27k of income for work undertaken on behalf of the HRA. Central Mailing is also underspent by £24k due to a saving on franking machine leasing costs. Democratic Services support is also expecting to be underspent by £35k as a result of a saving on supplies and services, some additional income and a short term staff vacancy. There are also a £12k underspend on Civic Ceremonial as a result of savings on expenses costs along with a reduction in vehicle hire costs. This is offset by an overspend on Land Charges of £105k due to a reduction in income, following a fall in demand for the service.

The Marketing and Media section are anticipating a £203k net underspend for the year, mainly due to staff vacancies during the year of £283k. This is offset by an overspend on software and licences costs within the contact centre of £48k and a reduction in income from achieved from renting out office space at Llanelli Hwb, due to a fall in demand of £32k.

Statutory Services are predicting an overspend of £49k. This is due to a £99k estimated overspend within Coroners. This is as a result of a significant increase in the number of cases being referred to the coroner along with a large increase in charges for toxicology and histology reports, postmortems, undertakers fees and mortuary costs. This is offset by a saving of £50k for a vacant post within Elections which is unlikely to be filled in this financial year.

The Regeneration division is anticipating an overspend of £13k for the year. There is an overspend of £40k on Provision Markets due to a shortfall in income due to low occupancy

levels, an overspend of £38k on Regeneration Management due to cessation of staff time being able to be recharged to projects and a £27k overspend on Livestock Markets due to a shortfall in income being generated at Carmarthen and Llandovery marts. These are all offset by an underspend on Industrial Premises of £67k as a result of high occupancy rates. There is also an £19k underspend within the property section as a result of 3 short term vacant posts during the year along with other small underspends within the division.

### Communities

The Communities Department is projecting an overspend of £2,321k for the year.

There are significant variances as the department continues to recover and respond to the post-pandemic phase.

Leisure and Culture are currently forecasting an overspend of £244k due in the main to set up costs and delayed opening of the new Attractor site which has resulted in a projected shortfall of income to budget in the Caban, Museum and car parking. The Division are working to mitigate this amount by year end.

The forecast out-turn for Social Care services is an overspend of £2,027k. Underspends are largely due to difficulty in the recruitment of staff. Several initiatives have been launched to address this albeit success in recruitment to meet assessed need is likely to worsen the financial position. Overspends are due to increased demand for services e.g. LA/Private Homes and in areas where budget savings proposals remain difficult to deliver as Social Work teams have prioritised the safe delivery of key services, meaning that the department has been unable to progress some of the planned savings' proposals.

Older People's budgets are forecasting an overspend of £675k. Overspends are due to the utilisation of alternative methods of meeting increased demands in LA/Private Homes (E.g. Agency staff) (£721k); increased volume of care packages due to increased demand and numbers on Home Care waiting lists reducing (£981k) and pressures relating to the increased demand for Direct Payments (£205k). These are offset by on-going staff vacancies (£-1,114k)

Physical Disabilities services are forecasting an underspend of £370k. Demand for residential placements (£-261k) and supported living placements (£-320k) remains lower than pre-pandemic levels. These are offset by financial pressures relating to an increased demand for Direct Payments in previous years as an alternative to other service provisions remains (£212k).

In Learning Disability services, there is an overspend of £811k. Budgetary pressure remains on Residential (£515k) and Group Homes / Supported Living (£808k). These pressures have been partially offset with savings due to the reduction of Day Services and Community Support (£-629k).

The overspend in Mental Health of £665k. Budgetary pressure remains on Residential (£390k) and Group Homes / Supported Living (£531k). These are partly offset by on-going staff recruitment difficulties (£-140k).

Support Services is forecasting an overspend of £246k due to the delayed realisation of efficiency savings.

Council Funded Housing and Public Protection Services are reporting a £49k overspend. Income receivable through the court system relating to the work of our financial investigation team is reduced/delayed £54k and general reduction in income due to reduced activity post covid £160k is broadly offset by additional income and reduced spend on supplies and services (£165k).

There continues to be additional pressures on homeless/temporary accommodation services circa £160k which will probably be mitigated by additional targeted grant income. This will become clearer during the financial year.

### Corporate Services

The Corporate Services Department is anticipating a £920k underspend for the year.

There is a £430k underspend on pre LGR pension costs along with a £225k underspend on Council Tax Reduction Scheme, and a £97k underspend on Rates Relief due to lower than budgeted take up of both schemes.

There are also underspends on salaries due to vacancies across the department.

This is offset by an overspend in Revenues, primarily due to an increase in bank charges as a result of a rise in card payments, and also an overspend in Local Taxation due to an increase in postage costs in recent years.

### Department for Education and Children

The Department for Education and Children is forecasting a net overspend of £6,546k at year end.

The Education Services division is reporting a net overspend of £9k. An overspend within ALN is mainly due to increased Out of County provision £217k, which is partially offset by other savings in relation to vacant posts & utilisation of grant income. Within Education Other Than at School (EOTAS), mainly the PRU settings, an overspend of £109k is due to additional staffing costs for the increased demand and more complex nature of behaviour issues. Early years provision for 3 year olds in non-maintained settings is reporting an underspend of £308k as a WG grant is currently funding what would have otherwise utilised core budget.

The Access to Education division is reporting a net overspend of £1,145k which is mainly within the Schools Meals service being £851k for lunch provision and £289k primary free breakfast provisions. Workforce pressures, pay award impact increased food costs & UPFSM rollout across primary schools contribute to the challenges of providing the service within the meal price across all schools, ranging from providing 15 to 600 meals per site.

Ongoing costs of closed school premises forecasts a £100k overspend.

This is partially reduced by a £96k underspend within School Admissions as a result of part year vacant posts, some of which have recently been recruited to and others currently being recruited to.

Strategy and Learner Support division reports a net underspend of £16k due to part year vacant posts which will contribute to funding pressures across other areas of the department.

Children's Services division forecast a net overspend of £5,804k with pressures across a number of areas. Commissioning and Social Work £536k overspend is a mix of increased agency cover costs £638k and increased demand for assistance for clients £263k, partially offset by grant income.

The Out of County budget is sufficient to cover the expected level of provision but there are currently highly complex placements creating an overspend of £2,770k. £445k of the fostering & other looked after services overspend of £892k relates to specialist support packages for 2 children with the remaining £447k funding an increased number of foster placements and additional payments in excess of the existing budget.

Adoption Services £151k overspend is due to increased staffing costs £75k and costs in relation to Inter Agency Adoption fees, Adoption Allowances and Therapy / Counselling costs in line with ongoing service demands.

Residential units £191k overspend is due to ongoing challenges around LHB contribution and staffing pressures generating significant agency expenditure. The new setting additional costs of £507k are forecasted to be grant funded for this year. Short breaks and direct payments are both meeting an increase in demand generating an overspend of £1,229k.

There is also an overspend of £322k forecast in relation to a large increase in the number of Unaccompanied Asylum Seeker Children as part of the UK sponsor scheme resulting in more expensive placement costs in excess of the fixed income received. These pressures are partially offset by forecast underspends of £333k in relation to maximisation of grant income and part year vacant posts in other service areas.

#### Schools Delegated Budgets

Schools working budgets are forecasting a net overspend in year of £8.5m, with a mix of supporting their formula funding to enable appropriate provision, continued covid recovery/catch up and some schools utilising their balances for additional maintenance or initiatives that they would not otherwise have had resources to fund.

This level of utilisation of school reserves will reduce the brought forward balance of £11.1m net surplus to £2.6m by year end.

#### Place and Infrastructure

The Place & Infrastructure Department is forecasting an overspend of £901k for the financial year.

The Waste and Environmental Services division is forecasting an overspend of £262k which is mainly due to a £571k pressure from the delivery of the interim phase of the waste strategy having increased costs as a result of contingency measures put in place. This pressure is offset by a £119k underspend due to an interim staffing complement and temporary recruitment freeze to ensure a comprehensive review of staffing / management structure is completed based on the amalgamation of services, £72k underspend on Green Waste Collection as a result of increased customer base, £55k saving from staff vacancies in Environmental Enforcement where future needs are being addressed and a £43k underspend



due to more grounds maintenance works being kept in-house therefore less sub-contractor costs.

Highways and Transportation are forecasting a £802k overspend for the year. The two main variances are the loss of income on Parking Services of £357k and a £664k overspend on School Transport. The School Transport overspend is due to increased transport costs for operators which subsequently escalate the tendered contract prices for the statutory provision of home to school transport. Transport operators are continuing to experience driver shortages, global supply chain shortages for vehicles and parts and a period of very high fuel prices which make for a challenging operating environment.

The Property Division is estimating a £3k overspend for the year which includes a £136k underspend on the vacant Property division Head of Service post and a £55k saving on Property Design following a review of projected income based on current vacancies. These savings are offset by the £194k overspend on property maintenance following the Housing Disaggregation, a review of recharges needs to be undertaken to take account of revised operating costs.

The Place and Sustainability Division is forecasting a £162k underspend, largely due to vacant posts within the team also planning application income which may vary as the year progresses.

**HOUSING REVENUE ACCOUNT (Appendix B)**

The HRA is predicting to be overspent by £81k for 2023/24. This will be reviewed as the significant issues identified become clearer from a financial perspective.

Variances in Repairs and Maintenance (R&M) costs (+£33k) reflect the managers current position that they will operate near the existing allocated resources. However, given current inflation and the impact on construction industry capacity post-Covid and post-Brexit including significantly increasing pay, energy, fuel, and construction materials costs, there will continue to be upwards pressure on contractor rates and reduced availability as we progress through 2023/24. This pressure of contractor rates could be as high as 10% or £1m+ on the R&M budget, future budget monitoring will show this developing scenario linked to industry capacity.

Supervision and management cost will be over by approximately £800k primarily due to additional investment in physical works on estates £215k, impact of increased energy costs £200k, increased pressures on housing management costs including legal £50k, compensation £179k and other items detailed in the report. There will be savings due to vacant posts on employee costs -£307k.

Rental/service charge income will be £0.5m better off due to a reduction in void loss.

There is a variance in additional income of -£187k reflecting activity related to temporary accommodation.

Lists of the main variances are attached to this report.

<b>DETAILED REPORT ATTACHED?</b>	<b>YES</b>
----------------------------------	------------

## IMPLICATIONS

I confirm that other than those implications which have been agreed with the appropriate Directors / Heads of Service and are referred to in detail below, there are no other implications associated with this report:

Signed: **Chris Moore**

Director of Corporate Services

Policy, Crime & Disorder and Equalities <b>NONE</b>	Legal <b>NONE</b>	Finance <b>YES</b>	ICT <b>NONE</b>	Risk Management Issues <b>NONE</b>	Staffing Implications <b>NONE</b>	Physical Assets <b>NONE</b>
--	----------------------	-----------------------	--------------------	---------------------------------------	--------------------------------------	--------------------------------

### 3. Finance

#### Council Fund

Overall, the Authority is forecasting an overspend of £6,098k at this point in time. The final out-turn position will be significantly influenced by the level of pay awards agreed, and the extent of any additional funding forthcoming to meet this unforeseen and exceptional pressure.

#### HRA

The HRA is predicting to be overspent by £81k for 2023/24.

# CONSULTATIONS

I confirm that the appropriate consultations have taken in place and the outcomes are as detailed below  
 Signed: **Chris Moore** **Director of Corporate Services**

**1. Scrutiny Committee request for pre-determination**

Not applicable

If yes include the following information: -

**Scrutiny Committee**

**Date the report was considered:**

**Scrutiny Committee Outcome/Recommendations:**

**2. Local Member(s) – Not applicable**

**3. Community / Town Council – Not applicable**

**4. Relevant Partners – Not applicable**

**5. Staff Side Representatives and other Organisations – Not applicable**

**CABINET MEMBER PORTFOLIO  
 HOLDER(S) AWARE/CONSULTED**

NO

Include any observations here

**Section 100D Local Government Act, 1972 – Access to Information**

**List of Background Papers used in the preparation of this report:**

**THESE ARE DETAILED BELOW**

Title of Document	File Ref No.	Locations that the papers are available for public inspection
2023/24 Budget		Corporate Services Department, County Hall, Carmarthen

## REPORT OF THE DIRECTOR OF CORPORATE SERVICES

PRE-CABINET 30th OCTOBER 2023

## COUNCIL'S BUDGET MONITORING REPORT 2023/24

Director and Designation	Author & Designation	Telephone No	Directorate
C Moore, Director of Corporate Services	R Hemingway, Head of Financial Services	01267 224886	Corporate Services

Table 1

Forecasted for year to 31st March 2024

Department	Working Budget				Forecasted				Aug 2023 Forecasted Variance for Year £'000	June 2023 Forecasted Variance for Year £'000
	Controllable Expenditure	Controllable Income	Net Non Controllable	Total Net	Controllable Expenditure	Controllable Income	Net Non Controllable	Total Net		
	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000		
Chief Executive	38,994	-16,046	-4,963	17,986	39,836	-17,004	-4,963	17,868	-117	43
Communities	215,330	-98,398	14,234	131,166	208,374	-89,121	14,234	133,486	2,321	2,193
Corporate Services	72,970	-39,749	-1,681	31,540	71,279	-38,977	-1,681	30,620	-920	-776
Education & Children (incl. Schools)	219,624	-41,820	25,009	202,813	241,010	-56,660	25,009	209,358	6,546	4,949
Place and Infrastructure	119,855	-61,244	12,895	71,506	129,926	-70,415	12,895	72,406	901	990
<b>Departmental Expenditure</b>	<b>666,773</b>	<b>-257,257</b>	<b>45,494</b>	<b>455,009</b>	<b>690,424</b>	<b>-272,179</b>	<b>45,494</b>	<b>463,739</b>	<b>8,730</b>	<b>7,399</b>
Corporate Contingency				1,510				1,510	0	0
Capital Charges/Interest/Corporate				-19,513				-21,763	-2,250	-2,250
<b>Levies and Contributions:</b>										
Brecon Beacons National Park				152				152	0	0
Mid & West Wales Fire & Rescue Authority				13,014				13,014	0	0
West Wales Corporate Joint Committee				168				168	0	0
<b>Net Expenditure</b>				<b>450,341</b>				<b>456,821</b>	<b>6,480</b>	<b>5,149</b>
Transfers to/from Departmental Reserves										
- Chief Executive				0				59	59	-43
- Communities				0				0	0	0
- Corporate Services				0				460	460	388
- Education & Children (incl Schools)				0				0	0	0
- Place and Infrastructure				0				-901	-901	-990
<b>Net Budget</b>				<b>450,341</b>				<b>456,438</b>	<b>6,098</b>	<b>4,504</b>

**Chief Executive Department**  
**Budget Monitoring - as at 31st August 2023**

PRE-CABINET 30th OCTOBER 2023

Division	Working Budget				Forecasted				Aug 2023 Forecasted Variance for Year £'000	June 2023 Forecasted Variance for Year £'000
	Expenditure £'000	Income £'000	Net non- controllable £'000	Net £'000	Expenditure £'000	Income £'000	Net non- controllable £'000	Net £'000		
Chief Executive	844	-4	-845	-5	699	0	-845	-146	-141	-123
People Management	4,759	-1,734	-2,619	406	6,375	-3,093	-2,619	663	257	363
ICT & Corporate Policy	6,674	-1,015	-4,731	929	6,662	-1,028	-4,731	903	-26	-53
Admin and Law	5,106	-884	711	4,933	5,053	-898	711	4,866	-67	-49
Marketing & Media	2,755	-616	-1,432	707	2,494	-557	-1,432	504	-203	-149
Statutory Services	1,485	-363	281	1,404	1,792	-620	281	1,453	49	49
Regeneration	17,370	-11,430	3,671	9,612	16,761	-10,807	3,671	9,625	13	6
<b>GRAND TOTAL</b>	<b>38,994</b>	<b>-16,046</b>	<b>-4,963</b>	<b>17,986</b>	<b>39,836</b>	<b>-17,004</b>	<b>-4,963</b>	<b>17,868</b>	<b>-117</b>	<b>43</b>

## Chief Executive Department - Budget Monitoring - as at 31st August 2023

### Main Variances

PRE-CABINET 30th OCTOBER 2023

Division	Working Budget		Forecasted		Aug 2023 Forecasted Variance for Year £'000	Notes	June 2023 Forecasted Variance for Year £'000
	Expenditure £'000	Income £'000	Expenditure £'000	Income £'000			
<b>Chief Executive</b>							
Chief Executive-Chief Officer	242	0	212	0	-30	Savings on supplies & services	-28
Chief Executive Business Support Unit	602	-4	487	0	-111	Underspend on salaries due to one staff member being on maternity leave, three vacant posts, two committed from November, the other not anticipated to be filled in the current financial year.	-95
<b>People Management</b>							
TIC Team	246	-101	305	-66	95	Additional support for office downsizing, funding to be confirmed (£60k). Income efficiency target (£35k) not likely to be delivered in 2023/24.	94
Business & Projects Support	262	0	244	0	-18	£18k salary efficiency target not met. Offset by savings on Supplies and Services and staff member working reduced hours.	10
Payroll	913	-406	953	-374	72	Salary and income efficiency targets not met (£96k). Partially offset by savings on supplies and services.	84
People Services – HR	913	-291	1,094	-378	94	£108k salary efficiency savings not met. £43k overspend on Agency costs to deal with volume of recruitment work being undertaken. This is partially offset by vacant posts in early part of the financial year.	166
Organisational Development	507	-42	702	-206	31	Income efficiency target not achieved	34
DBS Checks	143	0	120	-1	-25	Underspend based on this and past year's expected volume of checks required.	-25
Other variances					9		-1
<b>ICT &amp; Corporate Policy</b>							
Information Technology	5,786	-970	5,677	-884	-23	Number of short term vacant posts. Four currently vacant anticipated to be filled from November.	-63
Other variances					-2		10
<b>Admin and Law</b>							
Democratic Services	2,237	-304	2,163	-331	-101	Underspend on members pay & allowances (£74k) along with additional income from the HRA (£27k)	-80
Democratic Services - Support	550	-8	542	-36	-35	Underspend on supplies & services (£16k), short term vacant post during the year (£14k), additional income for work undertaken by Partneriaeth (£5k)	-17
Civic Ceremonial	28	0	15	0	-12	Underspend on members hospitality/expenses, & transport cost savings following reducing from two vehicles to one.	-12
Land Charges	105	-287	152	-229	105	Shortfall in income due to low demand for searches due to downturn in the housing market	100
Central Mailing	49	0	25	0	-24	Saving on franking machine leasing costs	-23
Other variances					0		-17
<b>Marketing &amp; Media</b>							

**Chief Executive Department - Budget Monitoring - as at 31st August 2023**  
**Main Variances**

PRE-CABINET 30th OCTOBER 2023

Division	Working Budget		Forecasted		Aug 2023 Forecasted Variance for Year £'000	Notes	June 2023 Forecasted Variance for Year £'000
	Expenditure £'000	Income £'000	Expenditure £'000	Income £'000			
Marketing and Media	558	-50	484	-33	-58	Underspend due to three vacant posts anticipated to be filled from November	-55
Translation	576	-56	509	-69	-80	Underspend on salaries, one staff member on maternity leave, one vacant post not anticipated to be filled in the current financial year, along with smaller underspends on supplies & services	-68
Customer Services Centres	1,267	-380	1,167	-376	-97	Underspend on salaries due to short term vacant posts (£145k), offset by overspend on software costs	-61
Yr Hwb, Rhydaman a Llanelli	110	-99	91	-48	32	Shortfall in income mainly due to decreased demand for desk space rental	35
<b>Statutory Services</b>							
Coroners	366	0	465	0	99	Large increase in number of cases being referred to the Coroner in general. Corresponding increase in volume and cost of toxicology and histology reports. Post mortem fees have doubled in the last 2 years due to increase in rates charged.	102
Electoral Services - Staff	275	0	225	0	-50	Undertakers fees increased by 11.5%, Mortuary Fees increased by 5%. Vacant post. Not likely to be filled in current year	-54
<b>Regeneration &amp; Property</b>							
Regeneration Management	311	0	350	0	38	Overspend due to cessation of staff time that we are able to charge to grants	38
Property	1,016	-95	910	-8	-19	Shortfall of £70k in external income offset by 3 vacant posts in early part of the year. Predicted to be filled from November	12
Provision Markets	719	-584	661	-487	40	Low occupancy rates has resulted in a shortfall of £97k in anticipated income. This is offset by savings made in premises related costs.	22
Industrial Premises	613	-1,638	455	-1,546	-67	Relatively High occupancy rates currently	-68
Livestock Markets	65	-120	25	-53	27	Potential shortfall in income at Llandovery and Carmarthen Marts pending receipt of turnover figures from the respective operators	27
Other variances					-5		-26
<b>Grand Total</b>					<b>-117</b>		<b>43</b>



**Department for Communities**  
**Budget Monitoring - as at 31st August 2023**

PRE-CABINET 30th OCTOBER 2023

Division	Working Budget				Forecasted				Aug 2023 Forecasted Variance for Year £'000	June 2023 Forecasted Variance for Year £'000
	Expenditure £'000	Income £'000	Net non- controllable £'000	Net £'000	Expenditure £'000	Income £'000	Net non- controllable £'000	Net £'000		
<b>Adult Services</b>										
Older People	76,961	-26,538	3,618	54,041	77,208	-26,109	3,618	54,716	675	602
Physical Disabilities	9,123	-1,910	276	7,489	9,399	-2,555	276	7,119	-370	-185
Learning Disabilities	48,410	-11,960	1,475	37,925	48,535	-11,275	1,475	38,735	811	848
Mental Health	12,043	-4,443	234	7,834	12,583	-4,319	234	8,499	665	638
Support	11,260	-7,631	1,198	4,826	11,347	-7,472	1,198	5,072	246	53
<b>Homes &amp; Safer Communities</b>										
Public Protection	3,651	-1,417	532	2,766	3,521	-1,177	532	2,876	110	198
Council Fund Housing	33,949	-33,560	521	910	25,634	-25,305	521	850	-61	-120
<b>Leisure &amp; Recreation</b>										
Leisure & Recreation	19,934	-10,940	6,380	15,374	20,147	-10,909	6,380	15,618	244	158
<b>GRAND TOTAL</b>	<b>215,330</b>	<b>-98,398</b>	<b>14,234</b>	<b>131,166</b>	<b>208,374</b>	<b>-89,121</b>	<b>14,234</b>	<b>133,486</b>	<b>2,321</b>	<b>2,193</b>

**Department for Communities - Budget Monitoring - as at 31st August 2023**  
**Main Variances**

PRE-CABINET 30th OCTOBER 2023

Division	Working Budget		Forecasted		Aug 2023 Forecasted Variance for Year £'000	Notes	June 2023 Forecasted Variance for Year £'000
	Expenditure £'000	Income £'000	Expenditure £'000	Income £'000			
<b>Adult Services</b>							
<b>Older People</b>							
Older People - LA Homes	10,354	-4,554	10,649	-4,376	472	Staff agency costs remain high due to a mixture of general higher dependency of residents, vacancies and sickness. In the coming months we will developing an in-house agency pilot for the Llanelli based homes that will deliver a more flexible pool of casual staff. It is hoped that this will be rolled out in April 2024 with a view, if successful, of deploying across the County in the summer of 2024. We will continue to monitor sickness closely and consistently as well as being more efficient in the way we recruit.	474
Older People - Private/ Vol Homes	31,792	-14,062	32,042	-14,062	249	Numbers on waiting lists are reducing as assessed needs are being met in alternative ways. However care packages are increasing as capacity develops in care sector.	238
Older People - LA Home Care	8,387	0	7,659	-0	-727	Staffing vacancies	-741
Older People - Direct Payments	1,349	-313	1,554	-313	204	Financial pressures from previous years remain.	201
Older People - Private Home Care	10,038	-2,638	11,019	-2,638	981	Numbers on waiting lists are reducing as assessed needs are being met in alternative ways. However care packages are increasing as capacity develops in care sector.	981
Older People - Enablement	2,225	-527	1,838	-527	-386	Staffing vacancies	-382
Older People - Other variances					-118		-168
<b>Physical Disabilities</b>							
Phys Dis - Private/Vol Homes	1,652	-314	1,391	-314	-261	Demand led - projection based on care packages as at August 2023	-117
Phys Dis - Group Homes/Supported Living	1,520	-174	1,199	-174	-320	Demand led - projection based on care packages as at August 2023	-177
Phys Dis - Direct Payments	3,164	-603	3,376	-603	212	Financial pressures from previous years remain.	180
Phys Dis - Other variances					-0		-71

**Department for Communities - Budget Monitoring - as at 31st August 2023**  
**Main Variances**

PRE-CABINET 30th OCTOBER 2023

Division	Working Budget		Forecasted		Aug 2023 Forecasted Variance for Year £'000	Notes	June 2023 Forecasted Variance for Year £'000
	Expenditure £'000	Income £'000	Expenditure £'000	Income £'000			
<b>Learning Disabilities</b>							
Learn Dis - Employment & Training	2,195	-410	1,680	-178	-283	Provision of LD day services is reduced compared to pre-pandemic levels.	-229
Learn Dis - Private/Vol Homes	13,970	-4,524	14,485	-4,524	515	Progress being made in the right sizing of individual packages and in developing alternatives to residential care. This is mitigated by an increase in demand and complexity in those with a learning disability or mental health issue. In the meantime, high cost independent providers are being commissioned and the current budget allocation does not reflect this demand.	507
Learn Dis - Group Homes/Supported Living	11,515	-2,295	12,323	-2,295	808	Progress being made in the right sizing of individual packages and in developing alternatives to residential care. This is mitigated by an increase in demand and complexity in those with a learning disability or mental health issue. In the meantime, high cost independent providers are being commissioned and the current budget allocation does not reflect this demand.	781
Learn Dis - Other variances					-230		-211
<b>Mental Health</b>							
M Health - Private/Vol Homes	6,986	-3,394	7,376	-3,394	390	Progress being made in the right sizing of individual packages and in developing alternatives to residential care. This is mitigated by an increase in demand and complexity in those with a learning disability or mental health issue. In the meantime, high cost independent providers are being commissioned and the current budget allocation does not reflect this demand.	393
M Health - Group Homes/Supported Living	1,707	-446	2,239	-446	531	Progress being made in the right sizing of individual packages and in developing alternatives to residential care. This is mitigated by an increase in demand and complexity in those with a learning disability or mental health issue. In the meantime, high cost independent providers are being commissioned and the current budget allocation does not reflect this demand.	525
M Health - Other variances					-256		-279
<b>Support</b>							
Departmental Support	4,337	-3,022	4,487	-3,023	150	Implementation of 2024/25 efficiency in progress but not expected to be realised this financial year	18
Other Variances - Support	11,260	-7,631	11,347	-7,472	96		35

## Department for Communities - Budget Monitoring - as at 31st August 2023

### Main Variances

PRE-CABINET 30th OCTOBER 2023

Division	Working Budget		Forecasted		Aug 2023 Forecasted Variance for Year £'000	Notes	June 2023 Forecasted Variance for Year £'000
	Expenditure £'000	Income £'000	Expenditure £'000	Income £'000			
<b>Homes &amp; Safer Communities</b>							
<b>Public Protection</b>							
PP Business Support unit	163	0	139	0	-23	Vacancy & underspend on supplies & services	-0
Public Health	305	-16	350	-12	49	Re-alignment of staffing budgets required, overall position on target	27
Noise Control	230	0	208	-0	-21	Re-alignment of staffing budgets required, overall position on target	-82
Animal Welfare	90	-87	85	-44	39	Under achievement of income	44
Licensing	378	-358	361	-293	48	Under achievement of income	57
Diseases	531	-38	511	-40	-22	Re-alignment of staffing budgets required, overall position on target	22
Management	127	-42	93	-42	-35	Savings due to vacant post	18
Safeguarding, Licensing & Financial Investigation	97	0	44	0	-53	Staff Vacancy	-54
Fair Trading	236	-68	244	-4	73	Under achievement of income	72
Financial Investigator	126	-527	180	-527	54	Under achievement of income, delays in court cases	55
Other Variances					1		41
<b>Council Fund Housing</b>							
Homelessness	146	-72	34	-15	-55	Forecast additional grant income	-0
Other variances					-6		-120
<b>Leisure &amp; Recreation</b>							
Burry Port Harbour	24	-143	25	-119	26	Forecast shortfall in income for Parking Fees	8
Pendine Outdoor Education Centre	525	-375	382	-181	51	Forecast shortfall in income for Board & Accommodation to budget	78
Pembrey Beach Kiosk	0	-80	0	-46	34	Forecast shortfall in income from Kiosk Sales due mainly to the bad summer weather	-0
Pembrey Ski Slope	532	-590	511	-596	-27	In year vacancies	-5
Newcastle Emlyn Sports Centre	360	-187	347	-191	-17	In year vacancies £17k	-30
Carmarthen Leisure Centre	2,005	-1,724	1,962	-1,709	-28	Forecast underspend in utilities	-34
St Clears Leisure Centre	188	-69	177	-44	14	Forecast to not fully achieve income budgeted	-7
Amman Valley Leisure Centre	1,187	-944	1,181	-959	-21	Forecast to over achieve income budgeted	-34
Llandoverly Swimming Pool	478	-212	484	-185	34	Forecast to not fully achieve income budgeted	22
Gwendraeth Sports Centre	0	0	-43	0	-43	Accrual for NNDR no longer required	-43
Actif Communities	384	-39	361	-41	-25	In year vacancy along with reduced match funding requirement	-34
Actif health, fitness and dryside	242	-156	233	-129	18	Forecast to not fully achieve income budgeted	7
WAPA Additional Funding (E)	12	-12	94	-79	15	Cessation of external grant has resulted in employee costs not being funded for part year until re-deployment confirmed	1
Sport & Leisure General	843	-44	882	-44	40	Forecast to overspend on Employees	40
Llanelli Leisure Centre	1,567	-1,075	1,611	-1,080	40	Forecast to not fully achieve income budgeted £35k and overspend on Employees £45k	-9

## Department for Communities - Budget Monitoring - as at 31st August 2023

### Main Variances

PRE-CABINET 30th OCTOBER 2023

Division	Working Budget		Forecasted		Aug 2023 Forecasted Variance for Year £'000	Notes	June 2023 Forecasted Variance for Year £'000
	Expenditure £'000	Income £'000	Expenditure £'000	Income £'000			
Outdoor Recreation - Staffing costs	287	0	269	0	-18	Forecast underspends in vehicle fuel budgets	5
Pembrey Country Park	1,144	-1,352	1,123	-1,369	-37	Forecast to overachieve budgeted income for Admission and Season Tickets	2
Pembrey Country Park Restaurant	651	-524	670	-526	18	Forecast to overspend in cost of Catering	-4
Community Libraries	275	-7	248	-5	-25	In year vacancies	-7
Museum of speed, Pendine	168	-103	159	-77	17	Forecast includes 'one off' set up costs for new site	3
Laugharne Boathouse	158	-129	153	-103	21	Forecast to not fully achieve income budgeted	24
Lyric Theatre	584	-445	618	-433	46	Forecast overspend on Performance fees along with predicted shortfall in income to budget	46
Y Ffwrnnes	1,161	-515	984	-390	-52	Forecast underspend in utilities	-6
Attractor - Hostel	0	0	608	-397	211	A fledgling business that only commenced operation in this financial year. Current forecast includes income shortfall to budget with continuing marketing of location likely to increase future room occupation rates which will assist in mitigating this overspend	27
Attractor - Parry Thomas	43	-39	12	-44	-36	Minor underspends forecast in numerous expenditure budgets	0
Attractor - Externals	7	-63	5	-42	19	Forecast shortfall in income for Parking Fees	-2
Leisure Management	398	-4	354	-4	-44	In year vacancies	-55
Other Variances					14		166
<b>Grand Total</b>					<b>2,321</b>		<b>2,193</b>

**Corporate Services Department  
Budget Monitoring - as at 31st August 2023**

PRE-CABINET 30th OCTOBER 2023

Division	Working Budget				Forecasted				Aug 2023 Forecasted Variance for Year £'000	June 2023 Forecasted Variance for Year £'000
	Expenditure £'000	Income £'000	Net non- controllable £'000	Net £'000	Expenditure £'000	Income £'000	Net non- controllable £'000	Net £'000		
Financial Services	14,082	-2,970	-852	10,260	13,442	-2,759	-852	9,831	-429	-422
Revenues & Financial Compliance	58,888	-36,779	-830	21,279	57,837	-36,219	-830	20,789	-491	-354
<b>GRAND TOTAL</b>	<b>72,970</b>	<b>-39,749</b>	<b>-1,681</b>	<b>31,540</b>	<b>71,279</b>	<b>-38,977</b>	<b>-1,681</b>	<b>30,620</b>	<b>-920</b>	<b>-776</b>

**Corporate Services Department - Budget Monitoring - as at 31st August 2023**  
**Main Variances**

PRE-CABINET 30th OCTOBER 2023

Division	Working Budget		Forecasted		Aug 2023 Forecasted Variance for Year £'000	Notes	June 2023 Forecasted Variance for Year £'000
	Expenditure £'000	Income £'000	Expenditure £'000	Income £'000			
<b>Financial Services</b>							
Accountancy	1,939	-510	1,956	-476	52	£35k overall shortfall on income targets consisting of a £22k shortfall on deputyship income and £13k of other smaller income shortfalls. £17k net overspend on supplies and services.	62
Bank Charges	64	0	39	0	-25	Forecast underspend on bank charges	-25
Miscellaneous Services	8,135	-131	7,621	-60	-442	£430k underspend on pre LGR pension costs. £12k underspend on Subscriptions	-437
Other variances					-14		-22
<b>Revenues &amp; Financial Compliance</b>							
Procurement	643	-37	581	-37	-62	Underspend on staff, due to 2 being on maternity leave, one on reduced hours and 2 vacancies during the first quarter of the year. These are being filled imminently.	-62
Risk Management	166	-1	146	-0	-20	Reduction in working hours of a member of staff within the section £16k, along with a £4k underspend on supplies and services.	-13
Business Support Unit	150	0	140	0	-11	Vacant post due to be filled from October	-8
Corporate Services Training	55	0	25	0	-30	Underspend based upon current demand for courses.	-12
Local Taxation	1,040	-776	1,136	-725	147	Large overspend on postage costs following price increases in recent years of £115k, along with a reduction in anticipated income received from recovering court costs based on 2022/23 figures.	158
Council Tax Reduction Scheme	18,385	0	18,160	0	-225	Underspend anticipated based on current levels of demand.	-140
Rent Allowances	34,823	-35,040	34,410	-34,600	27	Projection based on 2022/23 claims.	27
Rates Relief	251	0	154	0	-97	Low take-up anticipated based on current demand.	-95
Housing Benefits Admin	1,766	-755	1,360	-661	-312	Net shortfall on income grants receivable of £94k compared with budget, offset by 12.5FTE current vacant posts within the section due to difficulties with recruitment.	-328
Revenues	1,089	-148	1,208	-174	92	£116k overspend on bank charges due to significant increase in the number of card payments in recent years, partially offset by a saving due to a vacant post anticipated to be filled from November and long term staff sickness.	117
Other variances					0		2
<b>Grand Total</b>					<b>-920</b>		<b>-776</b>

**Department for Education & Children**  
**Budget Monitoring - as at 31st August 2023**

PRE-CABINET 30th OCTOBER 2023

Division	Working Budget				Forecasted				Aug 2023 Forecasted Variance for Year £'000	June 2023 Forecasted Variance for Year £'000
	Expenditure £'000	Income £'000	Net non- controllable £'000	Net £'000	Expenditure £'000	Income £'000	Net non- controllable £'000	Net £'000		
<b>Schools Delegated Budgets</b>	154,509	-18,066	0	136,443	163,022	-18,066	0	144,956	8,513	8,722
<b>Transfer from Reserves</b>				0		-8,513		-8,513	-8,513	-8,722
Director & Strategic Management	1,793	0	-109	1,684	1,398	0	-109	1,289	-395	-851
Education Services Division	15,343	-4,083	20,028	31,288	16,028	-4,759	20,028	31,297	9	-136
Access to Education	12,584	-7,954	1,403	6,033	13,830	-8,055	1,403	7,178	1,145	672
Strategy & Learner Support	4,279	-1,842	922	3,360	6,665	-4,244	922	3,343	-16	-40
Children's Services	31,116	-9,875	2,764	24,005	40,067	-13,023	2,764	29,809	5,804	5,305
<b>TOTAL excluding schools</b>	<b>65,115</b>	<b>-23,754</b>	<b>25,009</b>	<b>66,370</b>	<b>77,988</b>	<b>-30,081</b>	<b>25,009</b>	<b>72,916</b>	<b>6,546</b>	<b>4,949</b>
<b>GRAND TOTAL</b>	<b>219,624</b>	<b>-41,820</b>	<b>25,009</b>	<b>202,813</b>	<b>241,010</b>	<b>-56,660</b>	<b>25,009</b>	<b>209,358</b>	<b>6,546</b>	<b>4,949</b>



## Department for Education & Children - Budget Monitoring - as at 31st August 2023

### Main Variances

PRE-CABINET 30th OCTOBER 2023

Division	Working Budget		Forecasted		Aug 2023 Forecasted Variance for Year £'000	Notes	June 2023 Forecasted Variance for Year £'000
	Expenditure £'000	Income £'000	Expenditure £'000	Income £'000			
<b>Director &amp; Strategic Management</b>							
Director & Management Team	1,385	0	1,049	0	-335	Growth budget to be allocated as the relevant recruitment and reviews progress. Any temporary in year underspend will support other service pressures.	-814
Business Support	408	0	348	0	-60	Part year vacant posts pending review of service needs once relocated.	-38
<b>Education Services Division</b>							
Early Years Non-Maintained 3 year old Provision	941	-542	633	-542	-308	WG are currently providing grant for non maintained settings, releasing core budget on a temporary basis to support pressures in other services	-308
School Improvement	777	0	833	-2	54	Partneriaeth RCG Income less than anticipated for 2023-24	-0
Additional Learning Needs	4,756	-2,525	4,571	-2,226	114	£217k pressure in relation to Out of County placements, partially offset by vacant posts and utilisation of grant income	42
Education Other Than At School (EOTAS)	5,099	-565	5,280	-637	109	Increased agency costs due to staff absences across the 4 settings	113
Music Services for Schools	348	0	1,377	-1,009	20	Increased staff cover costs relating to long term absence	2
Other variances					19		16
<b>Access to Education</b>							
School Admissions	485	0	389	0	-96	Part year vacant posts currently being recruited to	-75
School Modernisation	144	0	289	-45	100	Ongoing costs for closed school premises following school reorganisations	65
School Meals & Primary Free Breakfast Services	11,954	-7,954	13,151	-8,011	1,140	Based on existing costs & income levels for school meals £851k, as difficult to estimate the further roll out of UPFSM. Primary breakfast contributions for care element shortfall £96k & increased costs of food & labour £193k	681
<b>Strategy &amp; Learner Support</b>							
Youth Support Service & Participation	1,122	-106	2,331	-1,343	-29	Part year vacant posts	-22
Other variances					13		-18

## Department for Education & Children - Budget Monitoring - as at 31st August 2023

### Main Variances

PRE-CABINET 30th OCTOBER 2023

Division	Working Budget		Forecasted		Aug 2023 Forecasted Variance for Year £'000	Notes	June 2023 Forecasted Variance for Year £'000
	Expenditure £'000	Income £'000	Expenditure £'000	Income £'000			
<b>Children's Services</b>							
Commissioning and Social Work	8,019	-115	8,976	-535	536	Increased agency staff costs forecast £638k re additional demand & difficulty recruiting permanent staff and increased demand for assistance to clients and their families £263k. This is partly offset by additional grant income. Reduction from June forecast is mainly due to a revised forecast for legal fees which is on budget.	985
Corporate Parenting & Leaving Care	1,035	-91	958	-91	-77	Maximisation of grant income supporting priorities the service had already identified and have staff working on	-58
Fostering & Other Children Looked After Services	4,843	0	5,883	-149	892	Increased costs associated with providing specialist support and fostering placements for young people / children looked after, some with highly complex needs £445k, Special Guardianship Orders (SGO's) £26k, Fostering £570k. This is partly offset by additional WG grant £149k	894
Adoption Services	591	0	742	0	151	Overspend in relation to increased staffing costs, including agency staff and travelling costs re ongoing service demands £75k. Also, additional costs forecast in August in relation to Inter Agency Adoption fees, Adoption Allowances and Therapy / Counselling costs, again in line with service demands £76k	80
Out of County Placements (CS)	469	0	3,250	-12	2,770	Several ongoing, highly complex placements in 2023/24, with a further increase in number of placements compared with 2022/23 and those forecast at June 23	1,907
Residential Settings	1,323	-361	2,564	-1,411	191	£191k Garreglwyd - agency staff costs forecast due to difficulty recruiting & sickness cover (reduction since June report is growth budget allocation). £507k forecast overspend for the new Ty Magu residential setting being offset by £507k WG grant.	499
Short Breaks and Direct Payments	657	0	1,991	-105	1,229	Increased demand for Direct Payments with further pressures linked to post covid & lack of commissioned services available £491k. Also increased demand for 1-2-1 support under Short Breaks due to lack of available location based services £738k	982
Other Family Services incl Young Carers and ASD	1,023	-643	1,061	-734	-53	Maximisation of grant income, partially offsetting overspends elsewhere within the division	-68
Children's Services Mgt & Support (inc Eclipse)	1,189	-164	2,554	-1,314	215	Large increase in number of Unaccompanied Children resulting in more expensive placement costs in excess of the fixed income received £322k, additional Carefirst / Eclipse system costs £21k. This is partially offset by savings by not replacing 2 x vacant posts within the management and administration teams £128k	124
School Safeguarding & Attendance	827	-512	790	-550	-74	Maximisation of grant income, partially offsetting overspends elsewhere within the division	-62
Other Variances					25		21
<b>Grand Total</b>					<b>6,546</b>		<b>4,949</b>

**Place and Infrastructure Department  
Budget Monitoring - as at 31st August 2023**

PRE-CABINET 30th OCTOBER 2023

Division	Working Budget				Forecasted				Aug 2023 Forecasted Variance for Year £'000	June 2023 Forecasted Variance for Year £'000
	Expenditure £'000	Income £'000	Net non- controllable £'000	Net £'000	Expenditure £'000	Income £'000	Net non- controllable £'000	Net £'000		
Service Improvement & Transformation	4,867	-4,117	478	1,228	4,845	-4,099	478	1,224	-4	4
Waste & Environmental Services	30,004	-4,926	1,342	26,420	30,946	-5,605	1,342	26,682	262	252
Highways & Transportation	57,691	-31,300	10,247	36,638	64,265	-37,071	10,247	37,440	802	857
Property	19,734	-17,384	448	2,798	22,531	-20,178	448	2,801	3	-89
Place and Sustainability	7,558	-3,518	381	4,422	7,340	-3,461	381	4,260	-162	-34
<b>GRAND TOTAL</b>	<b>119,855</b>	<b>-61,244</b>	<b>12,895</b>	<b>71,506</b>	<b>129,926</b>	<b>-70,415</b>	<b>12,895</b>	<b>72,406</b>	<b>901</b>	<b>990</b>

## Place and Infrastructure Department - Budget Monitoring - as at 31st August 2023

### Main Variances

PRE-CABINET 30th OCTOBER 2023

Division	Working Budget		Forecasted		Aug 2023 Forecasted Variance for Year £'000	Notes	June 2023 Forecasted Variance for Year £'000
	Expenditure £'000	Income £'000	Expenditure £'000	Income £'000			
<b>Waste &amp; Environmental Services</b>							
Waste & Environmental Services Unit	-145	0	-231	-0	-86	Interim staffing complement, temporary recruitment freeze to ensure a comprehensive review of staffing / management structure based on the amalgamation of services	-112
Environmental Infrastructure	134	0	100	0	-33	part-year saving due to Head of Service post being vacant until July '23	7
Environmental Enforcement	566	-19	514	-21	-55	Underspend relates to vacated post, maternity leave and flexible retirement. Future needs are being addressed.	-54
Waste Services	20,527	-1,400	21,399	-1,702	571	Delivery of the interim phase of the waste strategy has increased costs due to contingency measures put in place.	550
Absorbent Hygiene Products (Collection)	671	0	671	0	0		0
Green Waste Collection	671	-602	663	-666	-72	Increased customer base	-78
Grounds Maintenance Service and Urban Parks	3,953	-2,696	3,950	-2,736	-43	More work kept in-house therefore less sub-contractor costs.	-46
Other variances					-20		-15
<b>Highways &amp; Transportation</b>							
Departmental - Transport	41	0	-1	0	-41	Vacant post, management review underway	-22
Departmental Pooled Vehicles	0	0	14	0	14	Under-utilisation of pool vehicles	14
School Transport	13,690	-994	14,538	-1,178	664	Increased transport costs for operators which subsequently escalate the tendered contract prices for the statutory provision of home to school transport. Transport operators are continuing to experience driver shortages, global supply chain shortages for vehicles and parts and a period of very high fuel prices make for a challenging operating environment.	664
Traffic Management	557	-262	900	-684	-79	Staff vacancies during the year, staff time recharged to grants and net increase in Traffic Regulation orders income	-65
Car Parks	2,268	-3,593	1,974	-2,942	357	Parking income not achieving income targets due to reduced footfall in town centres together with year on year validation applied to budget. Parking fees increase of 5% due to be implemented from January 2024.	380
Nant y Ci Park & Ride	17	-7	35	-7	18	Overspend due to cessation of service after the start of the financial year due to statutory notice periods.	18
Road Safety	251	-11	182	0	-59	Staff time recharged to grants	-60
School Crossing Patrols	160	0	126	0	-34	Several posts have become vacant and will not be refilled - in line with the National Safety Criteria to ensure posts exist at locations a patrol is required only.	-33
Highway Lighting	3,096	-1,029	3,137	-1,101	-31	Vacant post estimated to be filled from November	-28
Other variances					-7		-11
<b>Property</b>							

## Place and Infrastructure Department - Budget Monitoring - as at 31st August 2023

### Main Variances

PRE-CABINET 30th OCTOBER 2023

Division	Working Budget		Forecasted		Aug 2023	Notes	June 2023
	Expenditure	Income	Expenditure	Income	Forecasted Variance for Year		Forecasted Variance for Year
	£'000	£'000	£'000	£'000	£'000		£'000
Property Division Business Unit	136	0	0	0	-136	Vacant HOS post awaiting further review of new divisional structure	-136
Property Maintenance Operational	12,151	-12,507	14,828	-14,990	194	Following Housing Disaggregation a review of recharges needs to be undertaken to take account of revised operating costs	-0
Property Design - Business Unit	2,697	-3,010	2,778	-3,146	-55	Review of projected income based on current vacancies	48
<b>Place and Sustainability</b>							
Place & Sustainability Unit	585	-18	628	-118	-56	Underspend on supplies & services	-43
Building Control	706	-560	650	-416	88	Shortfall in building reg fee income due to an increase in competitors and the current economic climate. Projection is based on actual income in the 1st 5 months which may vary as the year progresses	142
Forward Planning	771	0	695	-0	-76	Underspend on salaries due to maternity & vacant post estimated to be filled from November	-52
Development Management	1,971	-1,169	1,888	-1,211	-125	Underspend on salaries due to vacancies within the year & planning application income forecast based on actual income received in the 1st 5 months of the year, this may vary as the year progresses	-87
Net Zero Carbon Plan	188	0	156	0	-32	Underspend on salaries, vacant post estimated to be filled in November	-31
SAB - Sustainable Drainage approval Body Unit	139	-134	136	-100	31	Anticipated income not materialised - Dependent on number of submissions and market buoyancy of development projects	47
Other Variances					9		-10
<b>Grand Total</b>					<b>901</b>		<b>990</b>

This page is intentionally left blank

**Housing Revenue Account - Budget Monitoring as at 31st August 2023**

	Working Budget £'000	Forecasted £'000	Aug 23 Variance for Year £'000	Notes	June 23 Forecasted Variance for Year £'000	
<b>Expenditure</b>						
<b>Repairs &amp; Maintenance</b>						
Responsive	2,893	4,628	1,735	Budget managers are currently predicting a £33k overspend on revenue maintenance budget spend. However, given current inflation and the impact on construction industry capacity post-Covid and post-Brexit including significantly increasing pay, energy, fuel, and construction materials costs, there will continue to be upwards pressure on contractor rates and reduced availability as we progress through 2023. As a result, remaining within budget may require delivering less with our allocated financial resources. Budget managers will continue to respond to these fluctuations to ensure that the overall HRA expenditure remains within budget. Some repairs are significant in nature and are being assessed for potential capitalisation.	1,675	
Minor Works	3,917	2,307	-1,610		-1,610	
Voids	5,576	5,596	20		-175	
Servicing	2,127	2,064	-63		73	
Drains & Sewers	165	116	-49		-49	
Grounds	891	891	0		0	
Property & Strategic Projects	1,065	1,065	0		-0	
Unadopted Roads	123	123	0		0	
<b>Supervision &amp; Management</b>						
Employee	7,377	7,070	-307	Savings from vacant posts may be reduced dependent on pay settlement.	-307	
Premises	1,775	2,377	602	Additional forecast energy costs in sheltered schemes £200k. Additional Estate improvement works predicted to be £215k over original budget. Transfer of the Temporary Accommodation function from Council Fund to HRA increasing expenditure with corresponding increase in Other Income £187k.	40	
Transport	39	67	27		7	
Supplies	897	1,387	490	Additional spend related to legal costs in housing management £50k, compensation costs £179k, fees/project costs £170k and office refurbishments £39k. General Office Supplies of postage, photocopying etc £52k	260	
Recharges	-2,306	-2,306	-0		-0	
Provision for Bad Debt	606	606	0		0	
Capital Financing Cost	15,001	15,001	0		0	
Central Support Charges	2,403	2,403	0		0	
Direct Revenue Financing	10,000	10,000	0		0	
<b>Total Expenditure</b>	<b>52,549</b>	<b>53,394</b>	<b>845</b>		<b>-87</b>	

**Housing Revenue Account - Budget Monitoring as at 31st August 2023**

	Working Budget £'000	Forecasted £'000	Aug 23	Notes	June 23
			Variance for Year £'000		Forecasted Variance for Year £'000
<b>Income</b>					
Rents	-46,247	-46,746	-499	Void loss has reduced in year from a budget of 3.5% to 2.5% and is forecast to continue at this level for the remainder of the financial year, saving nearly £0.5m in foregone rental income. Impact of fewer voids	0
Service Charges	-981	-1,061	-80		0
Supporting People	-70	-70	0		0
Interest on Cash Balances	-137	-137	0		0
Grants	-296	-296	0		0
Insurance	-171	-170	1		1
Other Income	-49	-235	-187	Transfer of the Temporary Accommodation function from Council Fund to HRA with corresponding increase income offset by increase in expenditure in Supervision & Management premises	-9
<b>Total Income</b>	<b>-47,951</b>	<b>-48,715</b>	<b>-764</b>		<b>-8</b>
<b>Net Expenditure</b>	<b>4,598</b>	<b>4,679</b>	<b>81</b>		<b>-94</b>

HRA Reserve	£'000
Balance b/f 01/04/2023	16,998
Budgeted movement in year	-4,598
Variance for the year	-81
Balance c/f 31/03/2024	12,319



## CABINET 13<sup>th</sup> NOVEMBER 2023

### CAPITAL PROGRAMME 2023/24 UPDATE

**Purpose:** To report the latest projected outturn of the capital programme for the financial year.

#### **Recommendations / key decisions required:**

1. That the capital programme update report is received.
2. That the new projects are noted and agreed, to be funded from current year capital charges underspends.

#### **Reasons:**

1. To provide an update of the latest budgetary position for the 2023/24 capital programme, as at the 31<sup>st</sup> August 2023.

Cabinet Decision Required YES

Council Decision Required NO

#### CABINET MEMBER PORTFOLIO HOLDER:

Cllr. Alun Lenny (Resources)

Directorate: Corporate Services

Name of Head of Service:  
Randal Hemingway

Report Author:  
Randal Hemingway

Designations:

Head of Financial Services

Tel: 01267 224886

Email addresses:

[RHemingway@cararthenshire.gov.uk](mailto:RHemingway@cararthenshire.gov.uk)

# EXECUTIVE SUMMARY CABINET 13<sup>th</sup> NOVEMBER 2023

## CAPITAL PROGRAMME 2023/24 UPDATE

The current capital programme is based on information available as at the end of August 2023.

**Appendix A** shows a forecasted net spend of £91,370k compared with a working net budget of £142,842k, giving a **-£51,472k** variance.

The net budget includes the original H.R.A. and General Fund capital programmes approved by Council on 1<sup>st</sup> March and slippage from 2022/23. Some of the budgets have also been amended to account for differences in actual grant allocations compared with the anticipated allocations at the time the programme was approved, and new grant awards received during the year to date.

**Appendix B** details the main variances within each department.

### **New Projects and virements to note and approve for the current year:**

**Private Housing:** New award of £100k for DFG Top up Grant for Disabled Facilities and £15k for the Care & Repair - Small Repairs Scheme.

**Social Care:** A virement of £420k ICF among the Ceredigion Schemes for which Carmarthenshire holds the funding as regional lead authority – Cardigan Flats -£420k, Aberystwyth MH Flats £42k and Hafan Deg Dementia Wing & Sensory Garden, Lampeter £378k.

New grants awarded for the HCF fund : Step up/down Equipment £12k, Equipment for Disabled Children £12k, Sensory Bus £30k, Technology to increase confidence & Well-being in a Residential Setting £16k, Improve assessments & interventions for people with symptoms of Alcohol Related Brain Damage £20k, Refurbishment of Tir Einon £80k, Adult Adapted Bicycles – Johnstown Centre £10k, Caemaen Sensory Development £20k, Promoting Digital Technology £36k and Enhancing Sensory Opportunities in Coleshill £20k.

### **Place and Infrastructure:**

Flood Defence Works – virements to assign funding from the general match funding budget to match fund flood grant projects £150k as follows:

Margaret Street, Ammanford - Flood Mitigation	23,838
Bronwydd Tip Culvert - Exp	42,106
Small Scale Works Grant 2022/23 (Flood Defence) - Llansteffan Large Outfall	5,557
Bronwydd Phase 2 - Exp	3,115
Small Scale Works Grant 2023/24 (Flood Defence) - Flood Alert Early Warning Telemetry	6,000
Quarry Ffynnant - Construction Phase - Exp	69,384
Flood Management General Match funding budget	- 150,000

Assign the £200k flood mitigation budget to Cae Ffynnon Culvert £199K, and £1k to Bronwydd Phase 2.

Approve revenue contributions of £45.9k and £49.9k for Brynglas Screen Drefach, and Llansteffan Large Outfall, respectively.

New grants awarded for Flood and Coastal Erosion Risk Management projects at Pentrepoeth Road, Llanelli £70k and Whitland £85k.

Brilliant Basics Funds 2023/25 – a new grant awarded of £224k for Llansteffan North Green car park improvements. £56k is to be funded from a revenue contribution.

Main Administrative Buildings Works – new funding for Llanelli Town Hall (Stone Ramp Access) £2k and Kidwelly Town Hall £40K from reserves.

**New Funds** to be noted and approved to be brought into the capital programme to accommodate pressures on existing projects.

- £784k additional funding for the Oriel Myrddin Development to be funded by corporate Direct Revenue Financing, approved by Cabinet last week at its meeting on 30 October.
- additional funding for the purchase of a property within social care to be funded by corporate Direct Revenue Financing (value currently market sensitive)
- £1.4m additional funding for Ty Elwyn refurbishment funded by corporate reserve. This will bring the total funding available for this project to £2.5m and enable works to start.

**DETAILED REPORT ATTACHED?**

**YES**



# CONSULTATIONS

I confirm that the appropriate consultations have taken in place and the outcomes are as detailed below

Signed: Randal Hemingway Head of Financial Services

(Please specify the outcomes of consultations undertaken where they arise against the following headings)

<b>1. Scrutiny Committee request for pre-determination</b>	N/A
<b>If yes include the following information: -</b>	
<b>Scrutiny Committee</b>	
<b>Date the report was considered:</b>	
<b>Scrutiny Committee Outcome/Recommendations:</b>	

**2. Local Member(s): N/A**

**3. Community / Town Council: N/A**

**4. Relevant Partners: N/A**

**5. Staff Side Representatives and other Organisations: N/A**

**CABINET MEMBER PORTFOLIO  
HOLDER(S) AWARE/CONSULTED**  
NO

**Include any observations here**

**Section 100D Local Government Act, 1972 – Access to Information  
List of Background Papers used in the preparation of this report:**

Title of Document	File Ref No.	Locations that the papers are available for public inspection
2023/24 Capital Programme		Corporate Service Department, County Hall, Carmarthen.  On-line via corporate website – Minutes of County Council Meeting 1 <sup>st</sup> March 2023.

This page is intentionally left blank

<b>Capital Programme 2023/24</b>							
<b>Capital Budget Monitoring - Report for August 2023</b>							
	<b>Working Budget</b>			<b>Forecasted</b>			<b>Variance for Year</b>
<b>Department</b>	<b>Expenditure £'000</b>	<b>Income £'000</b>	<b>Net £'000</b>	<b>Expenditure £'000</b>	<b>Income £'000</b>	<b>Net £'000</b>	
<b>Public Housing</b>	33,836	-15,472	<b>18,364</b>	31,204	-15,619	<b>15,585</b>	<b>-2,779</b>
<b>Private Housing</b>	3,450	-468	<b>2,982</b>	3,450	-468	<b>2,982</b>	<b>0</b>
<b>Leisure</b>	4,397	-1,264	<b>3,133</b>	3,127	-645	<b>2,482</b>	<b>-651</b>
<b>Social Care</b>	1,476	-337	<b>1,139</b>	1,417	-292	<b>1,125</b>	<b>-14</b>
<b>Place &amp; Infrastructure</b>	51,081	-19,653	<b>31,428</b>	24,014	-7,553	<b>16,461</b>	<b>-14,967</b>
<b>Education &amp; Children</b>	30,008	-8,746	<b>21,262</b>	16,980	-2,796	<b>14,184</b>	<b>-7,078</b>
<b>Chief Executive</b>	3,169	0	<b>3,169</b>	2,335	-11	<b>2,324</b>	<b>-845</b>
<b>Regeneration</b>	106,428	-45,063	<b>61,365</b>	72,668	-36,441	<b>36,227</b>	<b>-25,138</b>
<b>TOTAL</b>	<b>233,845</b>	<b>-91,003</b>	<b>142,842</b>	<b>155,195</b>	<b>-63,825</b>	<b>91,370</b>	<b>-51,472</b>

Capital Programme 2023/24								
Capital Budget Monitoring - Report for August 2023 - Main Variances								
DEPARTMENT/SCHEMES	Working Budget			Forecasted			Variance for Year £'000	Comment
	Expenditure £'000	Income £'000	Net £'000	Expenditure £'000	Income £'000	Net £'000		
<b>COMMUNITIES</b>								
<b>- Public Housing</b>	<b>33,836</b>	<b>-15,472</b>	<b>18,364</b>	<b>31,204</b>	<b>-15,619</b>	<b>15,585</b>	<b>-2,779</b>	
Sewage Treatment Works Upgrading	20	0	20	20	0	20	0	
Internal and External Works (Property)	13,755	0	13,755	13,981	0	13,981	226	Works on Decanted Properties and purchase of furniture for sheltered housing. Project Working Group to identify underspends in other areas of the programme.
Environmental Works (Housing Services)	350	0	350	76	0	76	-274	
Adaptations and Equalities Works (Building Services)	2,000	0	2,000	2,000	0	2,000	0	
Programme Delivery and Strategy	1,916	0	1,916	399	0	399	-1,517	Main variances are CHS programme -£1,101k and Stock Condition Survey -£416k.
Housing Development Programme (New builds & Stock Increase Programme)	14,080	0	14,080	12,967	-147	12,820	-1,260	This main variances are -£1,185k due to slippage of the Tyisha development (slip to 2024/25), -£1,215k in Council New build, £1,116k, in the Strategic Regeneration Schemes with small variances in Assisted Living Schemes £20k and Specialist Accommodation £5K.
Retrofit and Decarbonisation	1,715	0	1,715	1,761	0	1,761	46	
MRA and IHP Grants Income	0	-15,472	-15,472	0	-15,472	-15,472	0	
<b>- Private Housing</b>	<b>3,450</b>	<b>-468</b>	<b>2,982</b>	<b>3,450</b>	<b>-468</b>	<b>2,982</b>	<b>0</b>	
Disabled Facilities Grant (DFG)	2,688	-100	2,588	2,688	-100	2,588	0	
ENABLE - Adaptations to Support Independent Living	368	-368	0	368	-368	0	0	
Empty Properties Initiatives	379	0	379	379	0	379	0	
Care & Repair Small Repairs Scheme	15	0	15	15	0	15	0	
<b>- Leisure</b>	<b>4,397</b>	<b>-1,264</b>	<b>3,133</b>	<b>3,127</b>	<b>-645</b>	<b>2,482</b>	<b>-651</b>	
Leisure Centres	1,995	0	1,995	2,002	0	2,002	7	Ammanford 3G Pitch on budget, £7k retention costs at Carmarthen LC.
Oriol Myrddin Redevelopment	1,802	-1,000	802	700	-500	200	-602	Delays owing to Trust governance matters.
Libraries & Museums	402	-264	138	254	-145	109	-29	Two-year scheme on car parking at Abergwili Museum.
Country Parks	198	0	198	171	0	171	-27	The main variance of -£31k is slippage against phase 2 of the Pump Track. This is offset by a £4k variance in the Burry Port East Car Park Development.
<b>- Social Care</b>	<b>1,476</b>	<b>-337</b>	<b>1,139</b>	<b>1,417</b>	<b>-292</b>	<b>1,125</b>	<b>-14</b>	
<b>Place &amp; Infrastructure (Including Fleet and Property)</b>	<b>51,081</b>	<b>-19,653</b>	<b>31,428</b>	<b>24,014</b>	<b>-7,553</b>	<b>16,461</b>	<b>-14,967</b>	
Countryside Recreation & Access	176	-105	71	176	-105	71	0	
Coastal Protection & Flood Defence Works	1,396	-883	513	1,304	-767	537	24	The main variance is Flood Mitigation £200k.
Fleet Replacement	4,496	0	4,496	1,730	0	1,730	-2,766	Slip to 2024/25 - Programme needs to be reprofiled.
Murray Street Multi Storey Car park	177	0	177	123	0	123	-54	Slip to 2024/25 - Needed for ongoing works.
Bridge Strengthening & Replacement	809	0	809	809	0	809	0	
Road Safe Improvements and Grant Project	727	0	727	727	0	727	0	
Highways Infrastructure	1,937	0	1,937	2,237	0	2,237	300	Increased programme costs due to material increases.
Waste Management	370	0	370	225	0	225	-145	
Refuse and Recycling Strategic Transformation	5,730	0	5,730	1,000	0	1,000	-4,730	Vehicles likely to be procured in 2024/25.
Junction Improvements	451	-100	351	451	-100	351	0	
Cross Hands ELR	467	0	467	467	0	467	0	
Towy Valley Path	18,377	-11,751	6,626	2,612	0	2,612	-4,014	Agreed land purchases and associated fees due to be completed shortly, potential to rise as more deals are agreed. Slip to 2024/25.



Capital Programme 2023/24							
Capital Budget Monitoring - Report for August 2023 - Main Variances							
DEPARTMENT/SCHEMES	Working Budget			Forecasted			Variance for Year £'000
	Expenditure £'000	Income £'000	Net £'000	Expenditure £'000	Income £'000	Net £'000	
<b>SRIC - Safe Routes in Communities</b>	881	-881	0	872	-872	0	0
Electric Vehicle Infrastructure	435	-264	171	335	-178	157	-14
Active Travel Cycle and Walking Projects	740	-740	0	725	-732	-7	-7
Public Transport Infrastructure	964	-932	32	964	-932	32	0
Resilient Roads	568	-500	68	568	-500	68	0
Other Infrastructure Projects	3,959	-3,497	462	3,780	-3,367	413	-49
Property	8,421	0	8,421	4,909	0	4,909	-3,512
<b>EDUCATION &amp; CHILDREN</b>	<b>30,008</b>	<b>-8,746</b>	<b>21,262</b>	<b>16,980</b>	<b>-2,796</b>	<b>14,184</b>	<b>-7,078</b>
Schools: General Projects	1,019	0	1,019	540	0	540	-479
Sustainable Communities For Learning - Match Funding Delivery Fund	10,299	-5,950	4,349	0	0	0	-4,349
Sustainable Communities for Learning - Band A - Design Stage Schemes	291	0	291	185	0	185	-106
Sustainable Communities for Learning - Band A - WG FBC Approved Schemes	515	0	515	590	0	590	75
Sustainable Communities for Learning - Band B - Design Stage Schemes	676	0	676	692	0	692	16
Sustainable Communities for Learning - Band B - WG FBC Approved Schemes	6,346	0	6,346	6,359	0	6,359	13
Infant Class Size	36	0	36	94	0	94	58
Welsh Language Immersion Centres	0	0	0	5	0	5	5
School Buildings - Education Capital Maintenance and Other Initiatives	5,465	0	5,465	5,354	0	5,354	-111
Additional Learning Needs (ALN + ASD) Projects	1,838	-1,261	577	911	-1,261	-350	-927
Community Focused Schools 2023-25	2,166	-1,345	821	1,757	-1,345	412	-409
Traffic Management Projects (Inc. Bus Bays)	650	0	650	16	0	16	-634
Flying Start Capital Expansion Programme	190	-190	0	217	-190	27	27
Ty Magu Safe Accommodation for Children	517	0	517	260	0	260	-257
<b>CHIEF EXECUTIVE</b>	<b>3,169</b>	<b>0</b>	<b>3,169</b>	<b>2,335</b>	<b>-11</b>	<b>2,324</b>	<b>-845</b>
IT Strategy Developments	1,890	0	1,890	1,107	0	1,107	-783
Block 3, St David's Park	1,203	0	1,203	1,203	0	1,203	0
Glanamman Industrial Estate Redevelopment	76	0	76	25	-11	14	-62

Comment
Slip to 2024/25 - Retained for future roads programme.
Slip to 2024/25. -£1,447k slippage against the capital maintenance programme because of prioritisation of education grant funded projects - slip to 2024/25; -£800k slippage on County Hall Works - final phase arranged for 2024/25, -£1,157k Ty Elwyn - awaiting approval and additional budget to commence. -£108k Refit Cymru.
Slip to 2024/25 - Mobile classes
Waiting for WG approval on project under design. Will be assigned to specific projects in due course.
Delays with acquiring land for Laugharne Primary School.
The main variances are £250k Heol Goffa (scheme out to tender) and Maes Y Morfa £176k (reviewing costs). These are offset by overspends in other areas due to MEP review.
Slip to 2024/25 - Pembrey.
Funding to be identified for retention works.
Savings on ventilation measures.
Project delivered under budget
Sip to 2024/25 projects under design.
Slip to 2024/25.

Capital Programme 2023/24								
Capital Budget Monitoring - Report for August 2023 - Main Variances								
DEPARTMENT/SCHEMES	Working Budget			Forecasted			Variance for Year £'000	Comment
	Expenditure £'000	Income £'000	Net £'000	Expenditure £'000	Income £'000	Net £'000		
<b>REGENERATION</b>	<b>106,428</b>	<b>-45,063</b>	<b>61,365</b>	<b>72,668</b>	<b>-36,441</b>	<b>36,227</b>	<b>-25,138</b>	
Swansea Bay City Region Projects	72,226	-31,413	40,813	57,453	-31,413	26,040	-14,773	Slip to 2024/25 however, the Petre Awel is on track and is forecast to be completed by Autumn 2024.
Llanelli Coast JV	219	0	219	221	-2	219	0	
Rural Employment Spaces JV	0	0	0	0	0	0	0	Slip to 2024/25 - WG commissioned designs directly. CCC contributions required in 2024/25.
Business Grants & Strategic Capital Projects	5,069	0	5,069	1,379	0	1,379	-3,690	Slip to 2024/25 - Limited applications from third parties.
Employment Sites	5,115	0	5,115	5,115	0	5,115	0	Cross Hands Phase 2 to be funded from Cross Hands JV.
Town Centres	694	0	694	344	0	344	-350	Slippage on Carmarthen Old Quarter Projects. (Jackson's Lane)
Transforming Towns Strategic Projects	3,833	0	3,833	2,817	-16	2,801	-1,032	Slip to 2024/25 - Delays with purchasing properties.
Business Support for Renewable Energy Initiatives	456	0	456	27	0	27	-429	Slip to 2024/25 - Project under review.
Ten Town Growth Plan	1,000	0	1,000	302	0	302	-698	Delays because of changes to State Aid rules.
Transforming Towns - Place Making (TPM)	1,680	-925	755	0	0	0	-755	Slip to 2024/25 - Delays with purchasing properties.
Arfor Innovation Fund	300	-300	0	75	-75	0	0	
Levelling Up Fund - Carmarthen Hwb	15,836	-12,425	3,411	4,935	-4,935	0	-3,411	Slip to 2024/25 - Delays owing to ongoing building configuration discussions.
<b>TOTAL</b>	<b>233,845</b>	<b>-91,003</b>	<b>142,842</b>	<b>155,195</b>	<b>-63,825</b>	<b>91,370</b>	<b>-51,472</b>	

## CABINET 13<sup>TH</sup> NOVEMBER 2023

### NATIONAL COLLABORATIVE ARRANGEMENTS FOR WELSH (LOCAL AUTHORITY) ADOPTION AND FOSTERING SERVICES

**National Adoption Service for Wales and Foster Wales – Enhancing Governance, Leadership and Enabling**

**Purpose:**

1. To update on the proposals for developing the governance and enabling for the National Adoption Service for Wales as it assumes responsibility for Foster Wales
2. To achieve agreement to signing the Joint Committee Agreement for the proposed Joint Committee

**Recommendations / key decisions required:**

**Agree that the authority signs the Joint Committee Agreement for the National Adoption Service and Foster Wales**

**Reasons:**

**Agreeing these proposals and signing the Joint Committee Agreement will put the Carmarthenshire County Council’s cooperation in these collaborative arrangements on a formal basis as well as clarifying roles and responsibilities for the hosting of and delivery of national functions which support and enable local authority delivery of their adoption and fostering responsibilities.**

Cabinet Decision Required                      YES

Council Decision Required                      NO

**CABINET MEMBER PORTFOLIO HOLDER:-Cllr Jane Tremlett**

Directorate:  Name of Head of Service: Jan Coles  Report Author: Jan Coles	Designations:  Children and Families Division	Tel:  Email addresses: jcoles@carmarthenshire.gov.uk
--	---	---

# EXECUTIVE SUMMARY

## CABINET

### 13<sup>TH</sup> NOVEMBER 2023

#### **National Collaborative Arrangements for Welsh (local authority) Adoption and Fostering services**

#### **National Adoption Service for Wales and Foster Wales – Enhancing Governance, Leadership and Enabling**

#### **Governance - Establishment of a Joint Committee**

The proposed governance structure is presented diagrammatically and with a narrative in Appendix one. The national Joint Committee will, on behalf of the 22 Welsh Local Authorities, exercise their powers for the provision of the collaborative arrangements for the National Adoption Service for Wales (NAS) and for Foster Wales (FW). It will be comprised of Council Members meeting twice yearly.

WLGA lawyers have drafted a Joint Committee legal Agreement to be signed by all 22 local authorities; this is now ready to progress and is available alongside this report. This also contains a formal Scheme of Delegation and provision for the formal agreement with the host local authority for national functions.

The Joint Committee will provide the mechanism for all Welsh local authorities to discharge an executive and oversight role for NAS and FW. It will approve / receive:

The Annual Report of NAS and of Foster Wales;

The annual programme of work for the NAS and for Foster Wales;

The budget for the office of the Director and national work for NAS and for FW; and

The agreement, and any changes to the agreement, for the host authority support of the office of the Director and national work for NAS and FW.

For the National Adoption Service only it will also oversee how the authorities work together to exercise their powers and comply with the National Assembly Directions.

#### **Enabling - National infrastructure**

A functional structure is proposed which, below the Director, has separate lead functions for adoption and fostering but a combined business and enabling function supporting both. The range of functions that will be carried out is described in Appendix Two with a staffing structure of 9.5 f.t.e. staff (incl. Director.)

The core funding for the national functions for the National Adoption Service and Foster Wales is provided from a top slice of the Revenue Support Grant made available through the WLGA and reduces the funds available directly to the local authority to provide services and functions. This allocation, currently £538k per annum for adoption and £504k per annum for fostering, is subject to the agreement of the relevant WLGA committee periodically. Foster Wales has been awarded Welsh Government grant funding up to the end of March 2025 to fund specific purposes. Although Welsh Government investment is available to adoption this is fully utilised for direct service delivery through the regional structure. There are resources in both the Foster Wales WLGA allocation and the Foster Wales Welsh Government grant aid that part fund posts on a regional basis to directly support local authority activities.

The total cost of the proposed national structure is £586,384 for 2021/22 salary rates. Total available core budget across NAS and Foster Wales for 2021/22 was circa £1,449,000 albeit that over half the Foster Wales funding stream was subject to WG grant conditions for specific purposes as indicated above.

The structure is affordable up to the end of the Welsh Government Grant period (31.03.25) but there are pressures on staffing and operating budgets for both NAS and Foster Wales beyond that. The financial pressures have been flagged with Welsh Government, but work is commencing to consider how to resolve this beyond the current grant aid period. Resolving this will require the commitment of both Local Government and Welsh Government.

The proposals outlined are being progressed in order to formalise and consolidate the existing position of the Central Team in respect of the work it is currently doing for the National Adoption Service and for Foster Wales. This will allow both collaborative arrangements to continue to function and meet agreed plans and commitments in the short to medium term.

### **Engagement of stakeholders**

Local authority members have been kept informed throughout via the WLGA, most recently, during September 2021 via the Cabinet Members (social care and health) Network and the WLGA Council.

The National Adoption Service Governance Board, the Foster Wales Lead Heads of Children's Services and Social Services Directors via ADSSC have agreed these proposals in principle.

The proposals have been informed by and developed with the full engagement of these key stakeholder groups.

**DETAILED REPORT ATTACHED?**

**APPENDICES 1, 2 & 3 ATTACHED**

# IMPLICATIONS

I confirm that other than those implications which have been agreed with the appropriate Directors / Heads of Service and are referred to in detail below, there are no other implications associated with this report:

Signed: **Jan Coles**

**Head of Children's Services**

Policy, Crime & Disorder and Equalities	Legal	Finance	ICT	Risk Management Issues	Staffing Implications	Physical Assets
<b>NONE</b>	<b>YES</b>	<b>YES</b>	<b>NONE</b>	<b>NONE</b>	<b>NONE</b>	<b>NONE</b>

## Legal

Individual local authorities remain legal responsible and accountable for the provision and adoption and fostering services. In respect of adoption services, the legal provisions outlined in paragraph 20 below require adoption responsibilities to be delivered in accordance with the arrangements for the National Adoption Service.

The legal basis underpinning the National Adoption Service is contained in section 3A of the Adoption and Children Act 2002 [which was inserted by the Social Services and Well Being (Wales) Act 2014] and the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015. These set out in detail expectations on local authorities to co-operate at regional and national level to deliver and improve adoption services. They do not, however, contain provisions that explicitly create a mechanism that gives proper legal effect to the co-operation at national level or for the agreement with one local authority to host the national functions. The Joint Committee, and the Agreement that will accompany it, will put this on a formal legal footing as well as providing greater clarity and certainty for all authorities, the WLGA as well as the National Adoption Service and Foster Wales.

There are no regulations underpinning Foster Wales so the Joint Committee will provide the basis for the co-operation that is needed so it can operate as proposed.

## Finance

As outlined above, funding for the governance arrangements and central / national leadership and enabling, is provided from the WLGA via a top slice of the Rate Support Grant plus grant funding from the Welsh Government. This top slice reduces the funds allocated directly to the local authority. There is no expectation that individual councils will incur additional costs in relation to these functions.

# CONSULTATIONS

I confirm that the appropriate consultations have taken in place and the outcomes are as detailed below

N/A

Signed: Jan Coles

Head of Children's Services

**(Please specify the outcomes of consultations undertaken where they arise against the following headings)**

<b>Scrutiny Committee request for pre-determination</b>	N/A – Delete as appropriate
---	-----------------------------

**2. Local Member(s)**

N/A

**3. Community / Town Council**

N/A

**4. Relevant Partners**

N/A

**5. Staff Side Representatives and other Organisations**

N/A

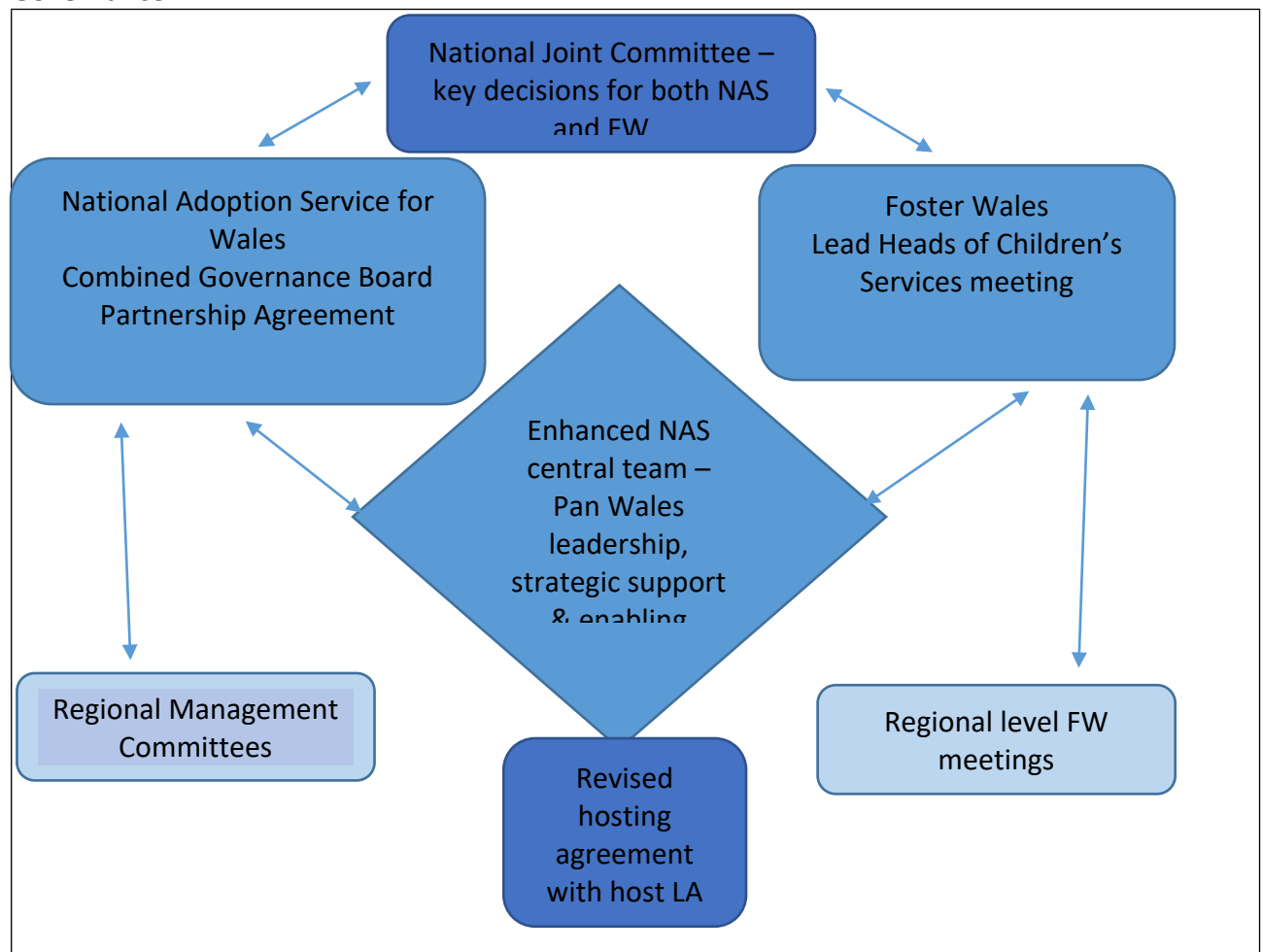
<b>CABINET MEMBER PORTFOLIO HOLDER(S) AWARE/CONSULTED</b>  YES	<b>Include any observations here</b>
--	--------------------------------------

**Section 100D Local Government Act, 1972 – Access to Information  
List of Background Papers used in the preparation of this report:**

**THERE ARE NONE**

Title of Document	File Ref No.	Locations that the papers are available for public inspection

Governance



**WLGA Joint Committee (all 22 LA’s) over-sees NAS & Foster Wales:**

The Joint Committee will, on behalf of the 22 Welsh Local Authorities, exercise their powers with reference to the provision of the collaborative arrangements for the National Adoption Service for Wales (NAS) and for Foster Wales (FW). It will be underpinned by a legal agreement (Joint Committee Agreement) and be comprised of Council Members. For Carmarthenshire, the representative will be the cabinet member with responsibility for children’s social services. Its role will be to oversee the work of NAS and Foster Wales and specifically approve / receive the below:

- The Annual Reports of NAS and of Foster Wales;
- The annual programmes of work for the NAS and for Foster Wales;
- The budget/s for the office of the Director and the national work of NAS and for Foster Wales; and
- The agreement, and any changes required, for the host LA support of the office of the Director to enable it to facilitate the work of NAS and FW.



For NAS only it will also oversee how the authorities work together to exercise their powers and comply with the National Assembly Directions.

**NAS - National level - Combined Governance Board (CGB)**

Provides strategic direction and decision making to facilitate the delivery and improvement of adoption services in Wales through the National Adoption Service arrangements in line the Senedd Directions and its Terms of Reference.

**Foster Wales - National level - Lead Heads of Children's Services meeting**

Provides strategic direction and decision making in relation to the agreed national and regional functions of Foster Wales on behalf of Welsh local authorities in line with its Terms of Reference.

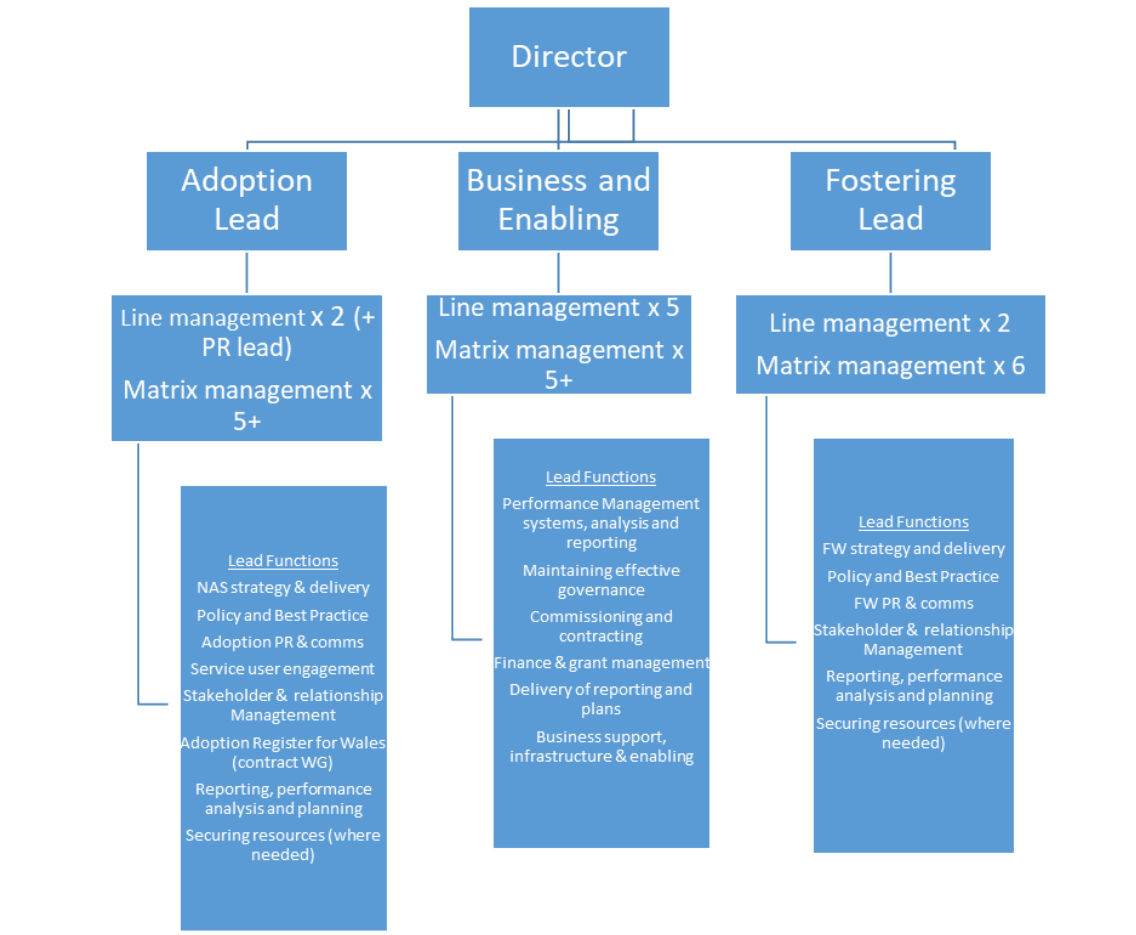
**NAS – regional / LA level - Regional Management Boards & VAA's Boards**

Each region is made up of specified local authority areas, set out in the Directions and overseen by Regional Management Boards (RMB's). Primary role is to coordinate adoption activities at the regional level and to implement decisions and strategies from the national Governance Board; may also have roles determined by their legal agreement. Plus VAA equivalent.

**Foster Wales - regional / LA level - Regional HoS meeting**

These are now in place and may be a specific FW meeting or included in the agenda of pre-existing HoS or HoS & DSS regional meetings.

Central team – leadership and enabling



DATED

2022

- (1) BLAENAU GWENT COUNTY BOROUGH COUNCIL
  - (2) BRIDGEND COUNTY BOROUGH COUNCIL
  - (3) CAERPHILLY COUNTY BOROUGH COUNCIL
  - (4) THE COUNTY COUNCIL OF THE CITY AND COUNTY OF CARDIFF
  - (5) CARMARTHENSHIRE COUNTY COUNCIL
  - (6) CEREDIGION COUNTY COUNCIL
  - (7) CONWY COUNTY BOROUGH COUNCIL
  - (8) DENBIGHSHIRE COUNTY COUNCIL
  - (9) FLINTSHIRE COUNTY COUNCIL
  - (10) GWYNEDD COUNTY COUNCIL
  - (11) ISLE OF ANGLESEY COUNTY COUNCIL
  - (12) MERTHYR TYDFIL COUNTY BOROUGH COUNCIL
  - (13) MONMOUTHSHIRE COUNTY COUNCIL
  - (14) NEATH PORT TALBOT COUNTY BOROUGH COUNCIL
  - (15) NEWPORT CITY COUNCIL
  - (16) PEMBROKESHIRE COUNTY COUNCIL
  - (17) POWYS COUNTY COUNCIL
  - (18) RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL
  - (19) THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA
  - (20) TORFAEN COUNTY BOROUGH COUNCIL
  - (21) VALE OF GLAMORGAN COUNCIL
  - (22) WREXHAM COUNTY BOROUGH COUNCIL
- and
- (23) THE WELSH LOCAL GOVERNMENT ASSOCIATION

---

**AGREEMENT FOR THE ESTABLISHMENT OF A JOINT COMMITTEE FOR THE  
NATIONAL ADOPTION SERVICE**

---

**Geldards**  
law firm

## CONTENTS

1.	Interpretation	3
2.	Aims of Joint Discharge of Functions	8
3.	Establishment of a Joint Committee	10
4.	Establishment of Combined Governance Board and other Advisory Groups	11
5.	Arrangements for the Discharge of Functions	12
6.	Governance	13
7.	Appointment of Host Council	13
8.	Responsibilities of the Host Council	13
9.	Expenses of Joint Committee Members	14
10.	Monitoring Officer	14
11.	Reviews	15
12.	Audit	15
13.	Costs of Discharge of Functions	15
14.	Costs of the Joint Committee	167
15.	Liabilities Under This Agreement	17
16.	Duration of This Agreement	17
17.	Variation of this Agreement	18
18.	Withdrawal from the Joint Committee on Notice	18
19.	Termination of this Agreement for Cause	189
20.	Termination of the Agreement by Agreement	19
21.	Termination – Consequential Matters	1920
22.	Dispute Resolution	20
23.	Notices	201
24.	Information and Confidentiality	21
25.	Data Protection	21
26.	Freedom of Information	22
27.	Intellectual Property	24

28.	Language	256
29.	Severability	266
30.	Relationship of Parties	26
31.	Third Party Rights	26
32.	Entire Agreement	26
33.	Law of Agreement or Jurisdiction	26
34.	Discretion of the Councils	267
	Schedule 1 Constitution of the Joint Committee	28
	Schedule 2 Terms of Reference of the Corporate Governance Board	31
	Schedule 3 Notice Provisions	314
	Schedule 4 Financial Memorandum	34
	Schedule 5 Specified Functions and Services	37
	Schedule 6 Terms of Reference for the Lead Head of Childrens Services Group	43
	Schedule 7 Functions Delegated to the Director of Operations	45

**BETWEEN:**

- (1) Blaenau Gwent County Borough Council of Municipal Offices, Civic Centre Ebbw Vale NP23 6XB ("Council")
- (2) Bridgend County Borough Council of Civic Offices, Angel Street, Bridgend CF31 4WB ("Council")
- (3) Caerphilly County Borough Council of Ty Penallta, Tredomen Park, Ystrad Mynach Hengoed CF82 7PG ("Council")
- (4) The County Council of the City and County of Cardiff of County Hall, Atlantic Wharf, Cardiff CF10 4UW ("Council")
- (5) Carmarthenshire County Council of County Hall, Carmarthen, Carmarthenshire SA31 1JP ("Council")
- (6) Ceredigion County Council of Neuadd Cyngor Ceredigion, Penmorfa, Aberaeron, Ceredigion SA46 OPA ("Council")
- (7) Conwy County Borough Council of Bodlondeb, Bangor Road, Conwy LL32 8DU ("Council")
- (8) Denbighshire County Council of County Hall, Wynnstay Road, Ruthin LL15 1YN ("Council")
- (9) Flintshire County Council of County Hall, Mold CH7 6NB ("Council")
- (10) Gwynedd Council of Council Offices, Shirehall Street, Caernarfon LL55 1SH ("Council")
- (11) Isle of Anglesey County Council of Council Offices, Llangefni, LL77 7TW ("Council")
- (12) Merthyr Tydfil County Borough Council of Civic Centre, Merthyr Tydfil CF47 8AN ("Council")
- (13) Monmouthshire County Council of PO Box 106, Caldicot NP26 9AN ("Council")
- (14) Neath Port Talbot County Borough Council of Port Talbot Civic Centre, Port Talbot SA13 1PJ ("Council")
- (15) Newport City Council of Civic Centre, Godfrey Road, Newport NP20 4UR ("Council")
- (16) Pembrokeshire County Council of County Hall, Haverfordwest, Pembrokeshire SA61 1TP ("Council")
- (17) Powys County Council of Powys County Hall, Spa Road East, Llandrindod Wells, Powys LD1 5LG ("Council")
- (18) Rhondda Cynon Taf County Borough Council of The Pavilions, Cambrian Park, Clydach Vale, Tonypany CF40 2XX ("Council")

- (19) The Council of the City and County of Swansea of Civic Centre, Oystermouth Road, Swansea SA1 3SN ("Council")
- (20) Torfaen County Borough Council of the Civic Centre, Pontypool, Torfaen NP4 6YB ("Council")
- (21) Vale of Glamorgan Council of Civic Offices, Holton Road, Barry, Vale of Glamorgan CF63 4RU ("Council")
- (22) Wrexham County Borough Council of The Guildhall, Wrexham LL11 1AY ("Council")

(collectively referred to as "the Councils" for the purposes of this Agreement) and

- (23) Welsh Local Government Association of One Canal Parade, Dumballs Road, Cardiff CF10 5BF("WLGA"); and

**WHEREAS:**

- A The parties to this Agreement have agreed to enter into this Agreement in order to provide a framework for the Councils to give effect to the obligations and arrangements for the Specified Functions set out by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015 ("the Directions") made by the Welsh Ministers in exercise of their powers under section 3A of the Adoption and Children Act 2002 and to document and regulate their respective rights and obligations to each other in that regard. The Agreement also provides a framework for the parties to give effect to the co-ordination of identified foster service functions across Wales.
- B The Councils have agreed to establish and to participate in a joint committee to facilitate the delivery of the Specified and Agreed Functions with a view to their economical, efficient and effective discharge.
- C This Agreement sets out the arrangements in relation to the manner in which the Councils will work together and use the Joint Committee to deliver the Specified and Agreed Functions.
- D The Councils have agreed that the Director of Operations shall be responsible for the day to day management of the delivery of the Specified and Agreed Functions.
- E The Councils have entered into this Agreement in reliance on the powers of Welsh local authorities under:
  - (i) sections 101, 102, 112 and 113 of the Local Government Act 1972 and sections 19 and 20 of the Local Government Act 2000 and the regulations made under these Acts to make arrangements to discharge functions jointly and to employ staff and place them at the disposal of other local authorities;
  - (ii) the powers in section 9 of the Local Government (Wales) Measure 2009 to collaborate;
  - (iii) the incidental powers in section 111 of the Local Government Act 1972, and

(iv) all other powers them so enabling.

F The Councils have each taken decisions compliant with the requirements of their respective constitutions to participate in the Joint Committee and enter into this Agreement.

G The Parties to the Agreement have agreed to comply with the requirements of this Agreement to enable the Director of Operations to fulfil their legal obligations.

**IT IS AGREED AS FOLLOWS:**

**1. Interpretation**

1.1 The following definitions and rules of interpretation apply in this Agreement:

<b>Term here</b>	<b>Definition here</b>
<b>“Agreed Functions</b>	the functions relating to fostering to be discharged by the Joint Committee pursuant to this Agreement being set out at Schedule 5 and any other functions which from time to time the Councils arrange for the Joint Committee or one or other of the Councils to discharge pursuant to the Powers
<b>“Assets”</b>	any tangible assets or property acquired, leased, licensed, loaned or purchased as required by the Host Council or another Council for the administration of this Agreement;
<b>“Business Day”</b>	any day other than a Saturday or Sunday or a public or bank holiday in Wales;
<b>Combined Governance Board</b>	the group established in accordance with clause 4 to comply with the requirements of the Directions;
<b>“Commencement Date”</b>	the date of this Agreement or such later date as the Councils, by resolution of each them, agree;
<b>“Conflict of Interest Protocol”</b>	The protocol agreed by the Combined Governance Board as required by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions



	2015 for identifying and avoiding conflicts of interests;
<b>“Constitution of the Joint Committee”</b>	the constitution set out at Schedule 1 to this Agreement;
<b>“Council”</b>	each of Blaenau Gwent County Borough Council, Bridgend County Borough Council, Caerphilly County Borough Council, the County Council of the City and County of Cardiff, Carmarthenshire County Council, Ceredigion County Council, Conwy County Borough Council, Denbighshire County Council, Flintshire County Council, Gwynedd Council, Isle of Anglesey County Council, Merthyr Tydfil County Borough Council, Monmouthshire County Council, Neath Port Talbot County Borough Council, Newport City Council, Pembrokeshire County Council, Powys County Council, Rhondda Cynon Taf County Borough Council, City and County of Swansea Council, Torfaen County Borough Council, Vale of Glamorgan Council, Wrexham County Borough Council and “Councils” shall be construed accordingly;
<b>Data Protection Legislation</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
<b>“Director of Operations”</b>	the person employed by the Host Council in compliance with the Directions with day to day responsibility for leadership, co-ordination of the service as a whole as well as delivery of national functions
<b>“Directions”</b>	The Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015;

<b>“Exempt Information”</b>	any information or class of information relating to this Agreement which may fall within an exemption to disclosure under FOI Legislation;
<b>“Financial Memorandum”</b>	the approach to financial and accounting matters agreed by the Councils as set out at Schedule 4 to this Agreement;
<b>“FOI Legislation”</b>	the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004;
<b>Foster Wales</b>	The collaborative endeavour agreed by local government to deliver and improve certain fostering functions through national and regional leadership and enabling.
<b>“Governance Board”</b>	the board which the Councils are required by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015 to establish to provide national oversight of regional collaboration on adoption services;. Since 2019 this function is managed through the Combined Governance Board
<b>“Host” and “Host Council”</b>	the Council appointed as Host Council in accordance with clause 7 of this Agreement;
<b>“IP Material”</b>	the Intellectual Property in the Material;
<b>“Information Request</b>	a request for information under FOI Legislation;
<b>“Intellectual Property Rights”</b>	patents, rights to inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all

applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

**“Joint Committee”**

a committee of elected members from the Councils which will be responsible for ensuring and overseeing the delivery of the Specified and Agreed Functions in Accordance with the Directions and with a view to securing their more economical, efficient and effective discharge;

**“Material”**

all data, text, graphics, images and other materials or documents created, used or supplied by a Council in connection with this Agreement unless before the first use or supply the Council notifies the other Councils that the data or text supplied is not to be covered by this definition;

**“National Adoption Service”**

The adoption services and functions delivered collectively by the Joint Committee, the Regional Collaboratives, the Councils and partners;

**“Personal Data”**

Personal data as defined in the Data Protection Legislation;

**“Powers”**

The powers of Welsh local authorities under:

sections 101, 102, 112 and 113 of the Local Government Act 1972 and sections 19 and 20 of the Local Government Act 2000 and the regulations made under these Acts to make arrangements to discharge functions jointly and to employ staff and place them at the disposal of other local authorities;

the powers in section 9 of the Local Government (Wales) Measure 2009 to collaborate;

	<p>the incidental powers in section 111 of the Local Government Act 1972,</p> <p>the powers in section 1 of the Local Authorities (Goods and Services) Act 1970 and section 25 of the Local Government (Wales) Act 1994 to provide services;</p> <p>all other powers them so enabling;</p>
<b>“Proportionate Basis”</b>	<p>in accordance with the relevant proportion for each Council by reference to their respective percentage contribution as set out in the Financial Memorandum</p>
<b>“Regional Collaboratives”</b>	<p>the groupings of the Councils as set out in Schedule to the Directions for the purpose of collaboration on adoption services;</p>
<b>“Secondment Agreement”</b>	<p>an agreement made between the Councils for the secondment of staff from one Council to the Host Council or another Council relating to arrangements for the discharge of the Specified and Agreed Functions pursuant to this Agreement;</p>
<b>“Section 151 Officer”</b>	<p>the officer designated by a local authority as the person responsible for the proper administration of its financial affairs as required by section 151 of the Local Government Act 1972;</p>
<b>“Hosting Agreement”</b>	<p>an agreement made between the Councils pursuant to this Agreement relating to arrangements for the provision of specified support by the Host Council to assist the Joint Committee to discharge the Specified and Agreed Functions delegated to it pursuant to this Agreement;</p>
<b>“Services”</b>	<p>the Services to be provided on behalf of the Councils pursuant to the discharge of the Specified and Agreed Functions being set out at Schedule 5</p>
<b>“Specified Functions”</b>	<p>the functions relating to adoption to be discharged by the Joint</p>

Committee pursuant to this Agreement being set out at Schedule 5 and any other functions which from time to time the Councils arrange for the Joint Committee or one or other of the Councils to discharge pursuant to the Powers;

**“Staff Transfer Agreement”**

an agreement made between the Councils for the transfer of staff from one Council to the Host Council or another Council relating to arrangements for the discharge of the Specified and Agreed Functions pursuant to this Agreement;

- 1.2 References to any statute or statutory provision shall, unless the context otherwise requires, be construed in accordance with the Interpretation Act 1978.
- 1.3 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.4 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.5 A reference in this Agreement to any clause, paragraph or schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph of or schedule to this Agreement.
- 1.6 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant parties.
- 1.7 Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words unless inconsistent with the context, and the rule of interpretation known as “eiusdem generis” shall not apply.
- 1.8 The schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement and references to this Agreement includes the Schedules.
- 1.9 References to “the parties” shall be to the parties to this Agreement.

**2. Aims of Joint Discharge of Functions**

- 2.1 The aims of the joint discharge of the Specified Functions relating to adoption services under the provisions of this Agreement are:

- (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 of 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 improved liaison between social workers involved in adoption cases.
- (g) Keeping adoption breakdown to a minimum by the provision of adoption support services according to assessed need.
- (h) Collaborative working between local authorities, registered adoption societies, NHS local health boards and NHS Trusts and education services.

2.2 The aims of the joint discharge of the Agreed Functions relating to fostering are:

- (a) To support the strategic oversight of Foster Wales.
- (b) To consider the implications at local and regional level arising from the transition to Foster Wales.
- (c) To consider the development needs of services at local, regional, and national level.
- (d) To seek and support solutions to overcome barriers and challenges.
- (e) To continue to develop and maintain collaboration across local authority fostering.
- (f) To consider reports presented, agree actions, make decisions, and monitor progress.
- (g) To consider performance reports and monitor KPIs as identified and agreed.
- (h) To make recommendations for future areas of work programme development.

2.3 The Director of Operations and a central team of staff to support the Director of Operations are employed by the Host Council to fulfil a range of functions related to leadership, management and oversight of the National Adoption Service. The functions of the Director of Operations and central team include:

- (a) Providing leadership to set the direction for the National Adoption Service including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning.

- (b) Reviewing progress including analysis of performance data and service information from the regions and Registered Adoption Agencies (otherwise known as Voluntary Adoption Agencies (VAA's's).
- (c) Providing annual and mid-year reports each year for agreement by the Combined Governance Board, endorsed by the Joint Committee and submission to Welsh Ministers as well as to WLGA and the Association of Directors of Social Services Cymru where required.
- (d) Providing specific functions nationally to support and enable National Adoption Service operations (currently as below).
- (e) Establishing and maintaining a website for the National Adoption Service for Wales.
- (f) Management of the Adoption Register for Wales (under contract from Welsh Government).
- (g) Commissioning and contracting national contracts to support service delivery functions and support.
- (h) Maintaining arrangements for service user engagement across Wales.
- (i) Leadership, matrix management oversight, advice and support to regions and VAA's.
- (j) Promotion of best practice and a culture of continuous improvement throughout the National Adoption Service.
- (j) Securing appropriate resourcing through new / additional finance or re-profiling of existing as well as managing the central team allocation, grants and investment.
- (k) Strategic commissioning as necessary for the discharge of functions.
- (l) Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Combined Governance Board.
- (m) Promotion of adoption, including national PR and marketing and the provision of the 'face and voice' of adoption in Wales.
- (n) Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.
- (o) Strategic support and enabling functions, as agreed, for the National Fostering Framework / Foster Wales.

2.4 In addition Schedule 7 sets out a Scheme of Functions delegated to the Director of Operations to facilitate the achievement of the objectives of this Agreement.

### **3. Establishment of a Joint Committee**

3.1 In exercise of their powers under sections 101(5) and 102 of the Local Government Act 1972, sections 19 and 20 of the Local Government Act

2000 and all other enabling powers the Councils hereby create a joint committee to be known as the National Adoption Joint Committee with effect from the Commencement Date.

- 3.2 The Joint Committee shall take decisions relating to the use of the National Adoption Service budget which shall be provided as a topslice from the Revenue Support Grant via the Welsh Local Government Association for the discharge of the Specified Functions, a similar topslice from the Revenue Support Grant via the Welsh Local Government Association for the discharge of the Agreed Functions, to meet the costs of the Host Council and the Joint Committee relating to this Agreement and shall have regard to reports and advice from the Combined Governance Board, Lead Heads of Children's Service's Meeting and Director of Operations.
- 3.3 The Joint Committee shall ensure the Scheme of Delegation set out in Schedule 7 is kept under review in accordance with paragraphs 5.2 and 5.3 of Schedule 7.
- 3.4 The Joint Committee shall operate and conduct its business in accordance with the terms of this Agreement including the Constitution set out at Schedule 1.
- 3.5 The Joint Committee shall review the terms of reference of the Joint Committee towards the end of each council term and shall make recommendations to the Councils and the WLGA for their consideration as to any amendments that the Joint Committee are required to discharge the Specified and Agreed Functions in accordance with the Directions.
- 3.6 This Agreement is without prejudice to each Council's other powers and responsibilities for its area.

#### **4. Establishment of Combined Governance Board and other advisory groups**

- 4.1 The Councils have established the Combined Governance Board. The Combined Governance Board shall act as an advisory group to the Joint Committee and shall discharge the role of the Governance Board and Advisory Group which the Councils are required by the Directions to establish for the purpose of providing national oversight of regional collaboration arrangements over adoption services.
- 4.2 The terms of reference of the Combined Governance Board shall be as set out in Schedule 2.
- 4.3 In respect of fostering services, the Councils have established the Lead Head of Children's Services Group as an advisory group to the Joint Committee. The Lead Head of Children's Services Group shall advise the Joint Committee on issues relating to Foster Wales. The terms of reference for the Lead Head of Children's Services Group shall be as set out in Schedule 6.
- 4.4 The Joint Committee may establish other advisory groups to advise the Joint Committee.



## **5. Arrangements for the Discharge of Functions**

- 5.1 The Councils agree to use their Powers to enter into these arrangements under which the Joint Committee shall discharge on their behalf the Specified and Agreed Functions.
- 5.2 The Joint Committee shall discharge the Specified and Agreed Functions through the Host Council which shall, subject to and within the limitations and constraints of the resources allocated and paid to it pursuant to this Agreement, deliver the Services to support the delivery of the Specified and Agreed Functions. The Councils agree and acknowledge that the responsibility for discharging the Specified and Agreed Functions will none the less remain with the Joint Committee and notes the limitation of the Host Council's liability in that regard.
- 5.3 The Joint Committee may agree to bring additional functions and services within the scope of this Agreement but the Joint Committee may not agree to do so unless it has first received approval from all the Councils to discharge the additional functions and deliver the additional services. The provisions of this Agreement shall apply to any such additional functions and services.
- 5.4 The Councils here by agree the Financial Memorandum. The Councils shall have the discretion to agree variations to the Financial Memorandum at any time without varying the rest of this Agreement. For the avoidance of any doubt variation of the Financial Memorandum is subject to unanimous agreement of the Councils and is not a matter for decision by the Joint Committee.
- Each of the Councils shall contribute to the costs of the discharge of the Specified and Agreed Functions pursuant to this Agreement in accordance with the terms of the body of this Agreement and the Financial Memorandum. Subject to the overarching terms set out in this Agreement, particulars of the arrangement may be further detailed, (including for example the mechanics of payment), in any Hosting Agreement, Secondment Agreement or Staff Transfer Agreement that may be entered into by the Councils.
- 5.5 The Councils intend to enter into a Hosting Agreement with the County Council of the City and County of Cardiff for the delivery of services (subject to all Councils being satisfied as to the terms and conditions proposed) pursuant to the discharge of the Specified and Agreed Functions. The Councils may enter into further Hosting Agreements to record the detailed requirements of further individual arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.
- 5.6 The Councils may also enter into a Secondment Agreement to record the arrangements for the secondment of staff for further individual arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.
- 5.7 The Councils may also agree to enter into a Staff Transfer Agreement to record the arrangements for the transfer of staff for further individual

arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.

## **6. Governance**

- 6.1 The Councils each undertake to ensure that they make any changes to their own constitutions as are necessary to facilitate the operation of this Agreement. Each Council shall notify the other Councils and WLGA in writing within twenty-eight days of the date of this agreement either that it has made (or is in the process of making) the necessary changes to its constitution or that no changes are considered necessary.

## **7. Appointment of Host Council**

- 7.1 Subject to the provisions of clauses 7.2 and 7.3 the Councils agree that the Council of the City and County of Cardiff should be the Host Council for the purposes of this Agreement.

- 7.2 The Council of the City and County of Cardiff and any other Council which is appointed as Host Council may terminate its appointment as Host Council by giving not less than twelve months' written notice or such other period of notice as is agreed by all the Councils to the other Councils of its intention to terminate its appointment. Such twelve months' written notice shall end at the end of a financial year.

- 7.3 The Joint Committee may terminate the appointment of City and County of Cardiff Council or any other Council as the Host Council by giving at not less than twelve months' written notice or such other period of notice as is agreed by all the Councils to the Host Council of the Joint Committee's intention to terminate the appointment of the Host Council. Such twelve months' written notice shall end at the end of a financial year.

- 7.4 If the appointment of a Council as the Host Council is terminated in accordance with clause 7.2 or clause 7.3 the Joint Committee may appoint one of the Councils as Host Council such appointment to be effective from the commencement of the financial year following the expiry of notice of termination under clause 7.2 or 7.3.

- 7.5 If the appointment of a Council as the Host Council is terminated in accordance with clause 7.2 or clause 7.3 any outstanding payment due to that Council from the Joint Committee for costs incurred in the role of the Host Council and any costs it incurs upon or as a consequence of Termination shall be paid in accordance with the terms of this Agreement, including the Financial Memorandum.

- 7.6 Any dispute over the appointment or the termination of the appointment of a Council as the Host Council shall be dealt with in accordance with the dispute resolution procedure in clause 23 of this Agreement.

## **8. Responsibilities of the Host Council**

- 8.1 (i) Subject to and within the limitations of the funding allocated and received by the Host Council, the Host Council shall provide Assets, staff and other resources as are necessary to discharge the Specified and Agreed Functions pursuant to this Agreement.

(ii) Subject to the overarching terms and principles set out in in this Agreement, in particular clause 13, the detailed provisions as to the payment of the costs of the Host Council in providing such Assets, staff and other resources shall be in accordance with a Hosting Agreement between the Councils, and the Host Council and shall be facilitated by the Welsh Local Government Association. Any such Hosting Agreement must be in a form to the satisfaction of the Host Council.

8.2 The Host Council shall employ the Director of Operations and the staff required for undertaking the national functions.

8.3 The Host Council has agreed and arranged for the Director of Operations to have the day-to-day responsibility for the management and delivery of the Services.

8.4 In carrying out its role the Host Council shall have regard to :

- (a) all applicable Laws and Regulations.
- (b) best practice.
- (c) the aims, principles and objectives of this Agreement and any applicable policies agreed by the Councils.
- (d) any relevant guidance issued or specified by the Care and Social Services Inspectorate Wales and any other relevant regulator.
- (e) the Councils duties under the Welsh Language (Wales) Measure 2011.

And shall facilitate the proper discharge of the Specified and Agreed Functions of the Councils and discretionary provision of in-scope elements of the Services.

8.4.2 The Host Council shall ensure that its health and safety policy statements together with related policies and procedures are made available to the Joint Committee on request.

8.4.3 The Host Council shall comply with any investigation by any statutory ombudsman or tribunal relating to the discharge of the Specified or Agreed Functions.

## **9. Expenses of Joint Committee Members**

9.1 Each Council shall be responsible for meeting any expenses to which any Joint Committee Member or officer appointed by it as its representative is entitled as a result of their attendance at duly authorised meetings.

## **10. Monitoring Officer**

10.1 The Councils agree that at the date of the Agreement the Monitoring Officer of Cardiff Council shall act as Monitoring Officer for the Joint Committee. The appointment of Cardiff Council's Monitoring Officer as Monitoring Officer to the Joint Committee shall cease at the earlier of (i) such date as Cardiff Council ceases to act as Host Council or (ii) the Councils unanimously decide to appoint the Monitoring Officer of a different Council as Monitoring Officer to the Joint Committee pursuant to clause 10.2.

- 10.2 The Councils may decide that the Monitoring Officer of a different Council shall be designated as Monitoring Officer for the Joint Committee. This shall require a unanimous decision from the Councils. Following such a decision the Host Council shall notify the officer who is currently acting as Monitoring Officer and the officer who has been designated as Monitoring Officer for the future.
- 10.3 The Councils acknowledge and agree that the Monitoring Officer will need to be provided with such resources as the Monitoring Officer considers sufficient to allow her to perform her duties and that this will be a cost of the Joint Committee.
- 10.4 For such time as the Host Council and the Monitoring Officer to the Joint Committee is being performed by the same Council then the Monitoring Officer's cost will be added to the Host Council's costs and the provisions of clause 13 of this Agreement shall apply.

## **11. Reviews**

- 11.1 The Joint Committee shall review the discharge of the Specified and Agreed Functions at least annually alongside the Combined Governance Board reviewing service progress and performance quarterly and reporting to the Joint Committee on the results of its review.
- 11.2 The Director of Operations shall submit a quarterly report to the Combined Governance Board and an annual report to the Joint Committee, setting out details of:
- (a) The performance of the Specified and Agreed Functions.
  - (b) Income and expenditure and compliance with the Financial Memorandum.
- 11.3 The Councils and the Regional Collaboratives shall carry out a review of their discharge of the regional Specified Functions for adoption and provide the following to the Director of Operations
- (a) An annual work programme by 31 March each year
  - (b) Quarterly performance reporting
  - (c) An annual report by 31 May each containing the items detailed in the Directions.
- 11.4 The Director of Operations will use this information as the basis for reporting to the Joint Committee for adoption services.

## **12. Audit**

- 12.1 The discharge of the Specified and Agreed Functions on behalf of the Councils and the finances relating to the discharge of the Specified or Agreed Functions shall be subject to an annual external audit by the central team of the National Adoption Service which shall be commissioned by the Host Council in accordance with the Host Council's audit processes.

### **13. Costs of Discharge of Functions**

- 13.1 The Host Council agrees that any of the Services it provides for the discharge of the Specified and Agreed Functions shall be on a cost recovery basis. For the avoidance of any doubt such costs shall be deemed to include all costs incurred howsoever arising, including , without limitation to the generality of the foregoing;
- (i) costs of any additional employees required in order to carry out the Host Council role/provide capacity to carry out such role and all associated recruitment costs,
  - (ii) all employee related costs including on costs,pension strain, termination costs and any employee related claims,
  - (iii) fees and charges incurred (including external fees or charges for any third party services, goods or works procured) and
  - (iv) expenses, legal costs, claims, damages, insurance premiums and the like that the Host Council reasonably incurs in carrying out its role.
- 13.2 The Councils shall each year apply the central National Adoption Services budget to fund the payment of the costs of the Host Council. Any shortfall in such funding shall be paid by the Councils within 30 days of demand by the Host Council and as follows. Each Council's contribution shall be calculated by reference to their respective percentage contribution as set out in the Financial Memorandum.
- 13.3 To aid transparency and accountability the Host Council shall:
- (i) Provide the Joint committee, at its first meeting, with a report outlining its estimated costs for acting as Host Council for the financial year 2022/2023. For the avoidance of any doubt the estimated costs submitted will be for noting purposes only and the Council's will be obliged to meet the Hosts Council's actual costs as set out in this Agreement.
  - (iii) For each subsequent financial year ('Subsequent Financial Year') the Host Council shall, prior to the Subsequent Financial Year in question, present to the Joint committee a report as to its estimate costs for acting as Host Council for the Subsequent Financial Year.
  - (iii) If, in any year, the Joint Committee does not find acceptable the estimated costs for the Subsequent Financial year then the Joint Committee may terminate the appointment of the then Host Council and the provision of clause 7.3 shall be deemed to apply save that the termination date of the appointment of the then Host Council shall be the 31<sup>st</sup> March, in the financial year proceeding the Subsequent Financial Year or such latter date as all the Councils may agree.
  - (iv) As part of its financial reporting to the Joint Committee the Host Council shall from time to time present to the Joint Committee reports of the actual costs incurred in carrying out the Host Council role.
- 13.4 The Host Council in determining the level of resources it requires to carry out its role under the Agreement shall (i) act responsibly and prudently (ii) use its reasonable endeavours to put in place and maintain in place sufficient assets staff and other resource to undertake its role and (iii) wherever reasonably practicable report to the Joint Committee and/or Director of Operations for information if in any financial year its costs are likely to materially exceed the estimated costs that have previously been submitted to the Joint Committee.

**14. Costs of the Joint Committee**

14. The Councils shall apply the central National Adoption Services budget to fund any costs of the Joint Committee, including the Host Councils costs. Any shortfall in such funding shall be paid by the Councils. Each Council's contribution shall be calculated by reference to their respective percentage contribution as set out in the Financial Memorandum. The Welsh Local Government Association shall be responsible for the administration of the payment of costs involved in the administration of the Joint Committee.

**15. Liabilities Under This Agreement**

15.1 The Host Council shall indemnify and keep indemnified each of the other Councils to this Agreement against any losses, claims, expenses, actions, demands, costs and liability suffered by that Council to the extent arising from any wilful default or wilful breach by the Host Council of its obligations under this Agreement or its statutory duties (and "wilful" in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of the Host Council or matters arising from any negligent act or omission in relation to such obligations).

15.2 No claim shall be made against the Host Council by the other Councils or any of them to recover any loss or damage which may be incurred by reason of or arising out of the carrying out by the Host Council of its obligations under this Agreement unless and to the extent such loss or damage arises from a wilful default or wilful breach by the Host Council under clause 15.1.

15.3 Each of the other Councils (acting severally) shall indemnify and keep indemnified the Host Council against all losses, claims, expenses, actions, demands, costs and liabilities which the Host Council may incur by reason of or arising out of the carrying out by the Host Council of its obligations under this Agreement for that Council or arising from any wilful default or wilful breach by a Council of its obligations under this Agreement (and wilful in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of that Council or matters arising from any negligent act or omission in relation to such obligations) unless and to the extent that the same result from any wilful breach by the Host Council of any such obligations.

15.4 The amount to be paid to the Host Council by any of the other Councils under clause 15.3 shall be borne by each of the Councils to the extent of its responsibility, however in the event that the responsibility is a shared one between the Councils (so that it is not reasonably practicable to ascertain the exact responsibility between the Councils) then the amount to be paid shall be divided between the Councils on a Proportionate Basis.

15.5 In the event of a claim under this clause 15 in which it is not reasonably practicable to determine the extent of responsibility as between the Councils then the amount shall be divided amongst the Councils on a Proportionate Basis.

15.6 A Council which receives a claim for losses, expenses, actions, demands, costs and liabilities related to the discharge of the Specified and Agreed

Functions shall notify and provide details of such claim as soon as is reasonably practicable to the other Councils.

15.7 Failure to give notice in accordance with clause 15.6 shall not relieve a party of its obligations to indemnify another under this clause 15.

15.8 Each Council shall not be obliged to indemnify the other Councils to the extent that the insurances maintained by the other Councils at the relevant time provide an indemnity against the loss giving rise to a claim and to the extent that another Council recovers under a policy of insurance save that the Council responsible for liabilities suffered by another Council shall be responsible for (i) the deductible under any such policy of insurance (ii) any amount over the maximum amount insured under such policy of insurance and (iii) any resultant increase in future year premiums (for a maximum of 10 years) incurred by the Council who claims on its insurance.

15.9 The indemnities given under this Agreement are in addition to any Hosting Agreement between the Host Council and any of the other Councils.

## **16. Duration of this Agreement**

16.1 This Agreement shall come into force on the Commencement Date and shall continue from year to year or until terminated in accordance with the provisions of this Agreement.

## **17. Variation of This Agreement**

17.1 Any of the Councils may request a variation to this Agreement by making such a written request to the officer acting as Monitoring Officer to the Joint Committee.

17.2 The officer acting as Monitoring Officer to the Joint Committee shall circulate the request to each of the Councils within ten Business Days of receipt of the request for consideration and approval by the Councils.

17.3 If each of the Councils approve such variation, then the officer acting as Monitoring Officer to the Joint Committee shall arrange for the preparation of an appropriate Deed of Variation to this Agreement to be prepared for execution by the Councils and such change shall only take effect upon completion of that Deed and the costs associated with the preparation of such Deed of Variation shall be shared equally between the Councils. Such Deed of Variation may be executed in parts by each Council that is then a party to this Agreement.

17.4 If one of the Councils does not approve such variation, then the variation to this Agreement shall not occur.

## **18. Withdrawal from the Joint Committee on Notice**

18.1 Any Council may withdraw from the Joint Committee in accordance with the following procedure:

18.2 Any Council which wishes to withdraw from the Joint Committee shall give not less than twelve months' written notice terminating at the end of a financial year to the other Councils and the officer acting as Monitoring

Officer to the Joint Committee shall consult the other Councils giving due consideration to:

- (a) Any loss of funding arising from such withdrawal and including any non-payment, clawback or repayment of such funding;
- (b) Any other loss, liability, damage, claim or expense,

which would be incurred by the Councils upon which notice has been served by reason of such withdrawal from the Joint Committee.

- 18.3 Any Council wishing to withdraw from the Joint Committee undertakes as a condition of such withdrawal to make, prior to withdrawal such reasonable payment or payments which fairly reflect the actual losses caused by or anticipated as a result of the withdrawal as shall be determined by the other Councils pursuant to clauses above and no notice under this clause 18 shall take effect unless and until such payment has been agreed or referred to the Dispute Resolution procedure under Clause 22.
- 18.4 Subject to the provisions of clause 15 or unless agreed otherwise by the parties, each Council reserves the right to recover from any party to this Agreement the costs of any claims, costs, expenses, losses or liabilities of any nature or which have been caused by any act or omission of that party and which are discovered after the party's withdrawal from this Agreement.
- 18.5 Any Council that withdraws from the Joint Committee shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions. Any Council that withdraws from the Joint Committee shall include in its notice to the other Councils confirmation that it shall comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions

## **19. Termination of this Agreement for Cause**

- 19.1 Without prejudice to any other rights or remedies, this Agreement may be terminated in relation to any other Council ("Defaulter") by the other Councils ("Non-Defaulting Councils") acting unanimously in giving sixty-five Business Days written notice to the Defaulter where the Defaulter materially breaches any of the provisions of this Agreement or in the case of a breach capable of remedy fails to remedy the same within thirty Business Days (or such other period as agreed by the Non-Defaulting Councils) of being notified of each breach in writing by the Non-Defaulting Councils and being required to remedy the same.
- 19.2 If this Agreement is terminated each Council shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions.

## **20. Termination of the Agreement by Agreement**

- 20.1 The Councils agree that this Agreement may be determined upon terms agreed by all the Councils.
- 20.2 Upon termination of this Agreement the parties agree that the Joint Committee shall cease to exist and any arrangement for the discharge of



Specified and Agreed Functions which has been made pursuant to this Agreement shall cease on the expiry of the notice period specified in the relevant Hosting Agreement and the Specified and Agreed Functions shall be returned to the Councils which were responsible for them prior to this Agreement.

- 20.3 If this Agreement is terminated each Council shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions.

## **21. Termination – Consequential Matters**

- 21.1 In the event of termination of this Agreement under Clause 20 as the case may be, any party shall supply to any other party when requested any information which the other party requires for the continuing discharge of the Specified and Agreed Functions; and
- 21.2 Any Intellectual Property Rights created under this Agreement shall be owned by the then parties in equal proportions; and
- 21.3 Each of the parties shall undertake to make such reasonable payment or payments which fairly reflect the obligations of that Council pursuant to this Agreement.
- 21.4 In the event of termination of this Agreement all Assets held by any of the Councils for the purposes of this Agreement shall be dealt with in accordance with the Financial Memorandum.
- 21.5 The Host Council shall: -  
21.5.1 be reimbursed by the Councils for all costs it incurs upon or as a consequence of Termination with each Council's contribution to such costs being calculated by reference to their respective percentage contribution as set out in the Financial Memorandum and  
21.5.2. transfer any relevant information it holds to the Council to which the relevant information relates.
- 21.6 It shall be the duty of the Councils to try to minimise any losses arising from the termination of this Agreement.
- 21.7 Each Council is responsible for its own compliance with the Directions and any other relevant law that applies to the Specified and Agreed Functions and shall take any action necessary to ensure that it is able to comply with its legal obligations following termination of this Agreement.

## **22. Dispute Resolution**

- 22.1 The Councils undertake and agree to pursue a positive approach towards dispute resolution which seeks in the context of this joint working arrangement to identify a solution at the lowest operational level that is appropriate to the subject of the dispute, and which avoids legal proceedings and maintains a strong working relationship between the parties.
- 22.2 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this clause 22.

- 22.3 All disputes, claims or differences between the Councils arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity or termination, (a "Dispute") shall be referred to the Director of Operations who shall produce and implement a plan for resolving the dispute.
- 22.4 If the plan of the Director of Operations does not resolve the dispute it may at the written request of any Council involved in the dispute, be referred by each Council to its chief executive.
- 22.4 If the Councils' chief executives do not agree a resolution of the Dispute within one month of the date of service of any such request, the Councils may agree a process to attempt to settle the Dispute by mediation or arbitration.

## **23. Notices**

### **Form of Notice**

- 23.1 Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to or sent by pre-paid first class post to the recipient at the address stated in Schedule 3 (or such other address as may be notified in writing from time to time) or sent by facsimile transmission to the recipient to the facsimile number stated in Schedule 3 or sent electronically to the e-mail address stated in Schedule 3.

### **Service**

- 23.2 Any such demand, notice or communication shall be deemed to have been duly served:
- (a) If delivered by hand, when left at the proper address for service.
  - (b) If given or made by pre-paid first-class post two Business Days after being posted;
  - (c) If sent by facsimile at the time of transmission provided that a confirmatory copy is on the same day that the facsimile is transmitted sent by pre-paid first class post in the manner provided for in clause 23.1 Provided That in each case that if the time of such deemed service is either after 4.00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur at 10.00am on the next following Business Day; or
  - (d) If sent by e-mail, when it has been sent to the e-mail address stated in Schedule 4 and receipt of such e-mail has been acknowledged.

## **24. Information and Confidentiality**

- 24.1 Without prejudice to clauses 25 and 26 the parties shall keep confidential all matters relating to this Agreement or the Intellectual Property Rights of the parties and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matter relating to the Agreement or Intellectual Property Rights of the parties.

24.2 Clause 24.1 shall not apply to:

- (a) Any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under this Agreement.
- (b) Any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause.
- (c) Any disclosure which is required by any law (including any order or a court of competent jurisdiction) any Parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law.
- (d) Any disclosure of information which is already lawfully in the possession of the disclosing party prior to its disclosure by the disclosing party.
- (e) Any disclosure which is required or recommended by the rules of any governmental or regulatory authority including any guidance from time to time as to openness and disclosure of information by public bodies.
- (f) Any disclosure which is necessary to be disclosed to provide relevant information to any insurance broker in connection with obtaining any insurance required by this Agreement.
- (g) Any disclosure by a party to a department, office or agency of the Government.
- (h) Any disclosure for the purpose of the examination and certification of a party's accounts.

Where disclosure is permitted under clauses 24.2(a), 24.2(f), 24.2(g), or 24.2(h) the recipient of the information shall be placed under the same obligation of confidentiality as that contained in this Agreement by the disclosing Council.

## **25. Data Protection**

25.1 In relation to the subject matter of this agreement each party undertakes at all times to comply with the Data Protection Legislation. This clause 25 is in addition to and does not relieve remove or replace a party's obligations under the Data Protection Legislation.

25.2 Each Council:

- (a) Shall process Personal Data belonging to any other Council only on the instructions of that Council (subject to compliance with applicable law);
- (b) Shall only undertake processing of Personal Data reasonably required in connection with this Agreement.
- (c) Shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction

of or damage to Personal Data appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss destruction or damage and the nature of the data to be protected having regard to the state of technological development and the cost of implementing any measures (those measures may include where appropriate pseudonymising and encrypting Personal Data ensuring confidentiality integrity availability and resilience of its systems and services ensuring (subject to the terms of any third party arrangements that may be in place) that availability of and access to Personal Data can be restored in a timely manner after an incident and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (d) Shall ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.
- (e) Shall not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the other Councils has been obtained and the following conditions are fulfilled.
  - (i) The Council transferring the Personal Data has provided appropriate safeguards in relation to the transfer.
  - (ii) The data subject has enforceable rights and effective legal remedies.
  - (iii) The Council transferring the Personal Data complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred
- (f) Shall assist the other Councils in responding to any request from a data subject and in ensuring compliance with their obligations under the Data Protection Legislation with respect to security breach notifications impact assessments and consultations with supervisory bodies.
- (g) Shall use its reasonable endeavours to procure that all relevant sub-contractors and third parties comply with this clause 25.

25.3 The Councils shall not disclose Personal Data to any third parties other than:

- (a) To employees and sub-contractors and third parties to whom such disclosure is reasonably necessary in order for the Councils to discharge the Councils' obligations in relation to this Agreement; or
- (b) To the extent required under a court order or to comply with any applicable laws

provided that any disclosure to any sub-contractor or any third parties under clause 25.3 shall be made subject to written terms substantially the same as, and no less stringent than, the terms contained in this clause 25 and that the Councils shall give notice in writing to all other Councils of any disclosure of Personal Data belonging to them which they or a sub-contractor or third parties are required to make under clause 25 immediately they are aware of such a requirement.

- 25.4 Any Council may, at reasonable intervals, request a written description of the technical and organisational methods employed by any other Council and the relevant sub-contractors. Within five Business Days of such a request, the Council requested to do so shall supply written particulars of all such measures as it is maintaining detailed to a reasonable level such that the requesting Council can determine whether or not, in connection with the Personal Data, it is compliant with the Data Protection Legislation. Each Council shall use its reasonable endeavours to ensure that the sub-contractors and any third parties also comply with such request from any other Council.
- 25.5 All Councils shall ensure that any Personal Data they obtain and provide to any other Council has been lawfully obtained and complies with the Data Protection Legislation and that the use thereof in accordance with this Agreement shall not breach any of the provisions of the Data Protection Legislation.
- 25.6 Each Council shall provide the other Councils as soon as reasonably practicable, with such information in relation to Personal Data and their processing as the other Councils may reasonably request in writing and the party asked to provide the relevant data may reasonably be able to provide in order for the other Council to comply with its obligations under this clause and the Data Protection Legislation.
- 25.7 Each Council shall take reasonable precautions (having regard to the nature of their respective obligations under this Agreement) to preserve the integrity of any Personal Data.
- 25.8 The Councils shall continually review any existing information sharing protocols being used in relation to this Agreement to ensure they remain relevant and to identify which Personal Data needs to be processed and on what basis to ensure compliance with this clause 25.
- 25.9 Each Council shall maintain complete and accurate records to demonstrate its compliance with this clause 25.

## **26. Freedom of Information**

- 26.1 The parties recognise that the Councils are public authorities as defined by FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of an Information Request.
- 26.2 The Councils shall assist each other in complying with their obligations under FOI Legislation, including but not limited to assistance without charge in gathering information to respond to an Information Request.
- 26.3 Any Council shall be entitled to disclose any information relating to this Agreement and the Specified and Agreed Functions in response to an Information Request save that in respect of any Information Request which is in whole or part a request for Exempt Information.
- 26.4 The Council which receives the Information Request shall circulate the Information Request and shall discuss it with the other Councils and the Director of Operations.

- 26.5 The Council which receives the Information Request shall in good faith consider any representations raised by other Councils when deciding whether to disclose Exempt Information and
- 26.6 The Council which receives the Information Request shall not disclose any Exempt Information beyond the disclosure required by FOI Legislation without the consent of the Council or Councils to which it relates.
- 26.7 The parties to this Agreement acknowledge and agree that any decision made by a Council which receives an Information Request as to whether to disclose information relating to this Agreement pursuant to FOI Legislation is solely the decision of that Council. A Council will not be liable to any party to this Agreement for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to an Information Request.

## **27. Intellectual Property**

- 27.1 Each Council will retain all Intellectual Property in its Material.
- 27.2 Each Council will grant all of the other Councils a non-exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its IP Material for the discharge of the Councils' obligations in relation to this Agreement whether or not the Council granting the licence remains a party to this Agreement.
- 27.3 Without prejudice to clause 27.1, if more than one Council owns or has a legal or beneficial right or interest in any aspect of the IP Material for any reason (including without limitation that no one Council can demonstrate that it independently supplied or created the relevant IP Material without the help of one or more of the other Councils), each of the Councils who contributed to the relevant IP Material will grant to all other Councils to this Agreement a non-exclusive, perpetual, non-transferable and royalty free licence to use and exploit such IP Material as if all the other Councils were the sole owner under the Copyright Design and Patents Act 1988 or any other relevant statute or rule of law.
- 27.4 Any entity or person who is at the date of this Agreement a party to this Agreement and who has licensed any Intellectual Property under this Agreement shall have a non-exclusive, perpetual right to continue to use the licensed Intellectual Property.
- 27.5 Each Council warrants that it has or will have the necessary rights to grant the licences set out in clause 27.2 and 27.3 in respect of the IP Material to be licensed.
- 27.6 Each Council agrees to execute such further documents and take such actions or do such things as may be reasonably requested by any other Councils (and at the expense of the Council or Councils making the request) to give full effect to the terms of this Agreement.

## **28. Language**

- 28.1 The Joint Committee shall arrange for the Specified and Agreed Functions to be discharged in such a way that each of the Councils comply with their duties under the Welsh Language (Wales) Measure 2011

## **29. Severability**

- 29.1 If at any time any clause or part of a clause or schedule or appendix or part of a schedule or appendix to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:

- (a) That shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.
- (b) The parties shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the laws of that jurisdiction and so that the amended Agreement complies with the laws of that jurisdiction.

## **30. Relationship of Parties**

- 30.1 Each of the parties is an independent organisation and nothing contained in this Agreement shall be construed to imply that there is any relationship between the parties of partnership or principal/agent or of employer/employee. No party shall have any right or authority to act on behalf of another party nor to bind another party by contract or otherwise except to the extent expressly permitted by the terms of this Agreement.

## **31. Third Party Rights**

- 31.1 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

## **32. Entire Agreement**

- 32.1 This Agreement and all documents referred to in this Agreement set forth the entire agreement between the parties with respect to the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the parties. Each party acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies are for breach of this Agreement, provided that this shall not exclude any liability which either party would otherwise have to the other in respect of any statements made fraudulently by or on behalf of it prior to the date of this Agreement.

## **33. Law of Agreement or Jurisdiction**

- 33.1 This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

**34. Discretion of the Councils**

- 34.1 The discretion of any Council shall not be fettered or otherwise affected by the terms of this Agreement.

THE COMMON SEAL OF

[        ] Council

was affixed in the presence of

SIGNED BY

Duly authorised for and

on behalf of Welsh Local Government Association

in the presence of



## **Schedule 1 Constitution of the Joint Committee**

- 1 All 22 Councils shall appoint one representative as voting members of the Joint Committee.
- 2 The Joint Committee shall appoint one of its voting members as chair and one of its voting members as vice chair.
- 3 Unless they have already been appointed by their Council as its representative the Councils shall appoint the following persons (subject to the agreement of such persons) as non-voting members of the Joint Committee:
  - 3.1 A WLGA spokesperson for health and social services.
  - 3.2 A WLGA deputy spokesperson for health and social services.
  - 3.3 The executive leader or a deputy in respect of one of those roles of the Host Council.
  - 3.4 The Co-chairs of the Combined Governance Board.
- 4 The relevant Councils may nominate one or more substitute members from, subject to notification being given to the officer acting as Monitoring Officer to the Joint Committee before the start of the meeting. The member appointed as a substitute shall have full voting rights where the member for whom they are substituting does not attend.
- 5 Each voting member of the Joint Committee shall comply with the Code of Conduct of their Council when acting as a Member of the Joint Committee.
- 6 The Host Council or, as the case may be the relevant councils may remove any voting member or substitute voting members of the Joint Committee and appoint a different representative of the Host Council or, as the case may be, the same council as the member or substitute being replaced by giving written notice to the officer who is acting as Monitoring Officer to the Joint Committee.
- 7 Each voting member of the Joint Committee shall have one vote.
- 8 Each member of the Joint Committee shall serve upon the Joint Committee for as long as he or she is appointed to the Joint Committee by the relevant Councils, but a member shall cease to be a member of the Joint Committee if he or she ceases to be a member of the Council of which he or she was a member when he or she was appointed to the Joint Committee or if the Councils remove him or her as a member of the Joint Committee.
- 9 Any casual vacancies howsoever arising shall be filled by the Councils by notice in writing sent to the officer who is acting as Monitoring Officer to the Joint Committee.
- 10 Unless otherwise agreed by the Councils, meetings of the Joint Committee shall be held at the offices of the WLGA, Host Council or virtually.
- 11 The Joint Committee shall meet at least once annually.

- 12 The officer who is acting as Monitoring Officer to the Joint Committee shall call additional meetings at the direction of the chair by providing at least three clear days' notice to members of the Joint Committee, unless the meeting is called at shorter notice. The officer who is acting as Monitoring Officer to the Joint Committee must call a meeting of the Joint Committee if all the voting members of the Joint Committee request it or the Head of Paid Service of each Council requests it.
- 13 Meetings shall be notified to members of the Joint Committee by the officer who is acting as Monitoring Officer to the Joint Committee.
- 14 The officer who is acting as Monitoring Officer to the Joint Committee shall send electronically to all members and relevant officers of each Council the agenda for each meeting of the Joint Committee no later than three clear days before the date of the relevant meeting unless the meeting is convened at shorter notice
- 15 The officer who is acting as Monitoring Officer to the Joint Committee shall arrange for written minutes to be taken of each meeting of the Joint Committee and shall present them to the Joint Committee at its next meeting for approval as a correct record. The Officer who is acting as Monitoring Officer to the Joint Committee shall circulate the minutes to the Councils prior to the next meeting of the Joint Committee. If the Joint Committee confirms that the minutes contain an accurate record of the previous meeting, those minutes shall be signed by the chair or vice-Chair.
- 16 A meeting of the Joint Committee shall require a quorum of 60% of the voting members. If there is a quorum of members present but neither the chair nor the vice-chair is present, the members present shall designate one member to preside as chair for that meeting.
- 17 Subject to the provisions of any enactment all questions coming or arising before the Joint Committee shall be decided by a majority of the members of the Joint Committee immediately present and voting thereon. In the case of an equality of votes the chair shall have a casting vote. Subject to paragraph 18 below all voting shall be by a show of hands.
- 18 Any member of the Joint Committee may request the Joint Committee to record the votes of individual members of the Joint Committee on a matter for decision.
- 19 The order of business shall be indicated in the agenda for the meeting.
- 20 Any member of the Councils who is not a member of the Joint Committee is entitled to attend the Joint Committee but he or she shall not be entitled to vote, shall not take part in the consideration or discussion of any business, save by leave of the chair and comments will be recorded only on the direction of the chair.
- 21 A meeting of a principal council shall be open to the public except to the extent that they are excluded (whether during the whole or part of the proceedings).The public may be excluded from a meeting of the Joint Committee during an item of business whenever 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, confidential information as defined in section 100A(3) of the Local Government Act 1972 or exempt

information as defined in section 100I of the Local Government Act 1972 would be disclosed to them. In view of the sensitivity of the matters for which the Joint Committee is responsible it is to be expected that most business to be transacted at meetings of the Joint Committee will include confidential or exempt information but the Joint Committee will consider this in respect of every item of business to be considered at a meeting of the Joint Committee.

- 22 Unless members of the public are excluded from a meeting of the Joint Committee in accordance with paragraph 21 above meetings of the Joint Committee will be open to the public.
- 23 Members of the public wishing to address the Joint Committee (or a sub-committee of the Joint Committee) on reports contained within the agenda for the meeting may at the discretion of the Chair be given the opportunity to do so.
- 24 Each Council may call in any decision of the Joint Committee in accordance with the overview and scrutiny provisions of that Council's constitution. If any decision of the Joint Committee is subject to call in by a Council, the Joint Committee shall take no action to implement that decision unless the call in process upholds the decision.
25. The Joint Committee may delegate a function to an officer. At the commencement of this agreement, the Joint Committee has delegated functions to the Director of Operations as outlined in Schedule 5

## **Schedule 2 Terms of Reference of the NAS Combined Governance Board**

### **Functions and responsibilities of the Combined Governance Board**

- 1 The Combined Governance Board shall have the following responsibilities:
  - 1.1 To provide political and professional leadership and advice to inform the overall strategic direction of the National Adoption Service in Wales.
  - 1.2 To hold the Regional Collaboratives (and their staff), the Director of Operations and central team, the VAA's and other services accountable for the delivery and performance of their services within the National Adoption Service arrangements.
  - 1.3 To approve for submission to the Joint Committee as prepared by the Director of Operations / central team.
    - An annual programme of work for the National Adoption Service.
    - A half year and full year progress report for the Welsh Local Government Association (WLGA – Full Council), the Minister for Health and Social Service and the Welsh Government.
    - The budget and financial management arrangements of services and the office of the Director of Operations.
  - 1.4 To monitor and have oversight of:
    - The performance of the National Adoption Service to ensure its successful delivery and improvements in the adoption process to lead to positive outcomes for children and adults affected by adoption.
    - The quality of engagement with the Voluntary Adoption Agencies (VAAs) and service user representatives at central and regional levels.
    - Compliance with The Directions
    - Compliance with the Conflict-of-Interest Protocol
  - 1.5 To consider and make recommendations for the future direction of the National Adoption Service using:
    - Information and data, including from the National Performance System in relation to the services as a whole, each Regional Collaborative, the VAA's and other services.
    - Professional and best practice advice from the sector.
    - The views of children, young people and adults who use services.
    - Other evidence including reports from the Director of Operations.

- 1.6 To ensure arrangements are in place for the flow of information, including receipt of minutes and papers, between the Combined Governance Board and:
- The Joint Committee.
  - Regional Management Committees.
  - Local government members and officers across Wales.
  - Equivalent bodies in VAA's and other services.
- 1.7 To encourage and enable the statutory and voluntary sectors to work in partnership to deliver the best outcomes for children and adults affected by adoption.
- 1.8 To ensure that the views of all stakeholders, including those who use adoption services, are represented effectively both at national and regional levels.
- 1.9 To ensure the National Adoption Service is working within Welsh Government guidance and strategies for children particularly looked after and adopted children.
- 1.10 To ensure that due consideration is given to the need for Welsh Language services in planning and delivery of adoption services throughout Wales.
- 1.11 To support the delivery of adoption services through the National Adoption Service arrangements to ensure it reflects the best possible practice and is based on a culture of continuous improvement.
- 1.12 To notify Joint Committee and Welsh Ministers of any issues regarding the National Adoption Service which it considers need to be drawn to their attention.
- 2 Membership of the Combined Governance Board will comprise of:
- WLGA Spokesperson for Health and Social Services or their representative.
  - WLGA Deputy Spokesperson for Health and Social Services
  - Independent Chair of the National Adoption Service Advisory Group (Chair of the Advisory Group and Co-Chair of the Combined Governance Board Meeting).
  - Leader (or nominated executive representative) of Host Council.
  - Elected member representative for each of the 5 Regional Adoption Collaboratives (from which the Vice Chair will be drawn).
  - Director / Head of Service from each of the Regional Collaboratives.
  - Senior officer representative of the Host Council.
  - Representative of the 5 VAAs in Wales.
  - Officer representative from the WLGA.

- Representative from the Association of Directors for Social Services Cymru (ADSSC).
  - Representative of Association of Directors of Education in Wales (ADEW).
  - A Designated doctor for Safeguarding/Looked After Children.
  - A current RAC Adoption Panel Medical Advisor.
  - Child and Adolescent Mental Health Services (CAMHS) representative.
  - Representative of a Social Research Centre (currently Cardiff University, CASCADE).
  - Representative of Children's Commissioner for Wales.
  - Representative of CAF/CASS Cymru
  - Citizen or service user.
  - Legal services representative from the Host Council.
  - Director of Operations, National Adoption Service and secretariat.
- 3 The Joint Committee may invite other persons to attend meetings of the Combined Governance Board as observers.
- 4 The terms of reference of the Combined Governance Board shall be reviewed by the Joint Committee at least once a year which may make amendments to the terms of reference.

### Schedule 3 Notice Provisions

Welsh Local Government Association  
One Canal Parade,  
Dumballs Road  
CARDIFF  
CF10 5BF

Blaenau Gwent County Borough Council  
Municipal Offices  
Civic Centre  
Ebbw Vale  
NP23 6XB

Bridgend County Borough Council  
Civic Offices  
Angel Street  
Bridgend  
CF31 4WB

Caerphilly County Borough Council  
Ty Penalta  
Tredomen Park  
Ystrad Mynach Hengoed  
CF82 7PG

The County Council of the City and County of Cardiff  
County Hall  
Cardiff  
CF10 4UW

Carmarthenshire County Council  
County Hall  
Carmarthen  
Carmarthenshire  
SA31 1JP

Ceredigion County Council  
Neuadd Cyngor  
Ceredigion  
Penmorfa  
Aberaeron  
Ceredigion  
SA46 OPA

Conwy County Borough Council  
Bodlondeb  
Bangor Road  
Conwy  
LL32 8DU

Denbighshire County Council  
County Hall  
Wynnstay Road  
Ruthin  
LL15 1YN

Flintshire County Council  
County Hall  
Mold  
CH7 6NB

Gwynedd Council  
Council Offices  
Shirehall Street  
Caernarfon  
LL55 1SH

Isle of Anglesey County Council  
Council Offices  
Llangefni  
LL77 7TW

Merthyr Tydfil County Borough Council  
Civic Centre  
Merthyr Tydfil  
CF47 8AN

Monmouthshire County Council  
PO Box 106  
Caldicot  
NP26 9AN

Neath Port Talbot County Borough Council  
Port Talbot Civic Centre  
Port Talbot  
SA13 1PJ

Newport City Council  
Civic Centre  
Godfrey Road  
Newport  
NP20 4UR

Pembrokeshire County Council  
County Hall  
Haverfordwest  
Pembrokeshire  
SA61 1TP

Powys County Council  
Powys County Hall  
Spa Road East  
Llandrindod Wells  
Powys  
LD1 5LG



Rhondda Cynon Taf County Borough Council  
The Pavilions  
Cambrian Park  
Clydach Vale  
Tonypany  
CF40 2XX

The Council of the City and County of Swansea  
Civic Centre  
Oystermouth Road  
Swansea  
SA1 3SN

Torfaen County Borough Council  
Civic Centre  
Pontypool  
Torfaen  
NP4 6YB

Vale of Glamorgan Council  
Civic Offices  
Holton Road  
Barry  
Vale of Glamorgan  
CF63 4RU

Wrexham County Borough Council  
The Guildhall  
Wrexham  
LL11 1AY

[The Councils to provide details of fax numbers and e-mail addresses.]

## Schedule 4 Financial Memorandum

- 1 The core budget for the office of the Director of Operations and national functions of the National Adoption Service is provided by a 'top slice' of the Revenue Support Grant and made available to the NAS via the Welsh Local Government Association. This arrangement was agreed by the Co-ordinating Committee of the WLGA in March 2014 as part of its agreement to the proposals to establish NAS.
- 2 The Councils shall ensure that:
  - 2.1 The Joint Committee, the Combined Governance Board and the Director of Operations make appropriate use of the National Adoption Services budget to perform their functions and to facilitate achievement of the aims in clause 2 of this Agreement.
  - 2.2 There are adequate financial and accounting procedures for the purposes of this Agreement.
- 3 The Host Council will provide the financial administrative accounting system and appropriate associated support for the discharge of the Specified and Agreed Functions on behalf of the Councils. Subject to the statutory role of each Council's Section 151 Officer in relation to their Council, the Host Council shall provide for the purposes of this Agreement the services of its Section 151 Officer to the Joint Committee.
- 4 The Director of Operations shall submit annual monitoring and accounting reports to the Joint Committee which shall include explanations for any variances against the profiled budget.
- 5 The Joint Committee shall review the expenditure and forecast to ensure that the allocated budget is being correctly adhered to.
- 6 The Joint Committee shall be presented with a report on the proposed use of the budget for the discharge of the Specified and Agreed Functions for approval on behalf of the Councils for the following financial year.
- 7 The Host Council shall apply its Financial Regulations and Contract Procedure Rules to the discharge of the Specified and Agreed Functions on behalf of the Councils pursuant to this Agreement.
- 8 Proportionate Basis for costs and liabilities of the Councils arising under the Agreement:

The Proportionate Basis for which each Council shall be liable for costs arising under the Agreement (to the extent that the same exceed the 'top slice' of the Revenue Support Grant made available to the Joint Committee) shall be calculated by reference to the proportion that the population of each Council's area makes of the total population of Wales. Any indemnity to be funded by all Councils shall be calculated on the same basis.

## **Schedule 5 Specified and Agreed Functions and Services**

### **1 Service Vision**

- 1.1 The Councils wish to use the joint discharge of the Specified Functions to improve the performance of the Councils and partners in meeting the needs of those children who require permanence through adoption by bringing together the best practice from each authority and partner into an integrated adoption service and similarly for an agreed range of fostering functions.
- 1.2 The Councils agree that the joint discharge of the Specified and Agreed Functions should be underpinned by the guiding principles that looked after children and prospective adopters alike are advantaged by the joint discharge of functions and that the joint discharge of functions is demonstrably more efficient and flexible in delivering the Services.

### **2 Aims, Principles and Objectives of the joint discharge of the Specified Functions for adoption services**

- 2.1 Enabling the Councils to comply with their obligations under the Directions.
- 2.2 Delivering a comprehensive adoption service at a national level.
- 2.3 Exercising oversight of Councils' compliance with legislation, regulations, minimum standards, local procedures and the performance management framework set by the Welsh Government and accountable to the Senedd / Welsh Parliament in line with the Directions.
- 2.4 Ensuring that services are carried out in a timely and efficient way and based upon the assessed needs of those persons requiring the service.
- 2.5 Ensuring that persons seeking approval as adoptive parents are welcomed without prejudice and delay and that their applications are considered on their individual merit.
- 2.6 Developing a recruitment strategy which ensures a range of adoptive placements are available nationally or through external agencies to ensure timely placements for all children where the placement plan is adoption.
- 2.7 Providing a child focused placement service to ensure that children are appropriately matched with adopters who can meet their needs throughout their childhood.
- 2.8 Providing a range of pre and post adoption support and intermediary services in conjunction with statutory and voluntary sector providers.
- 2.9 Establishing effective working links with key stakeholders.

- 2.10 Maintaining effective working links with local authority children's services departments to ensure that agency functions in relation to children requiring adoptive placements are maintained.
- 2.11 Utilising and building upon examples of good practice and promote consistency, excellence and continuous improvement.
- 2.12 Complying with the requirements of external audit and inspection.
- 2.13 Ensuring that customer feedback and the views of service users are obtained and considered in the development of services.

### **3 Aims, Principles and Objectives of the joint discharge of the Agreed Functions for fostering services through Foster Wales**

- 3.1 National leadership to ensure consistency of approach on a regional and local authority basis
- 3.2 Commission / monitoring of the programme management contract with Association for fostering and adoption Cymru (AFA Cymru) / creation of a post for this function plus oversight / support of programme manager's work
- 3.3 Maintaining a performance framework and supporting performance reporting at national and regional level to inform improvement
- 3.4 Production of annual report and any other reporting required
- 3.5 Administration of agreed Foster Wales national Governance arrangements and support to Regional Development Manager meetings, practice forums and task & finish groups
- 3.6 Promotion of best practice and culture of continuous improvement currently as below:
  - Oversight and ongoing development of the Foster Wales brand
  - Production of national Policy and Procedures handbook incl. for recruitment
  - Core Offer of support
  - Fees and Allowances
  - Learning and Development framework
- 3.7 Commissioning and contract monitoring of contracts required for FW work – incl. website, brand repository, national marketing manager, launch & campaigns.
- 3.8 Administration of FW finance and grants and accountancy support. Securing resourcing through new / additional finance where possible.

### **4 The Specified and Agreed Functions**

- 4.1 The Specified and Agreed Functions are:

The functions of the Director of Operations and central team including the following:

- Providing leadership to set the direction for NAS and Foster Wales including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning.
- Reviewing progress including analysis of performance data and service information from the regions and VAA's.
- Providing annual and mid-year reports each year for agreement by the Combined Governance Board, Joint Committee and submission to Welsh Ministers as well as to WLGA and ADSS-C where required.
- Providing specific functions nationally to support and enable NAS operations (currently as below)
  - Establishing and maintaining a website for the National Adoption Service for Wales
  - Management of the Adoption Register for Wales (under contract from Welsh Government)
  - Commissioning and contracting national contracts to support service delivery functions and support
  - Maintaining arrangements for service user engagement across Wales
  - Leadership, matrix management oversight, advice and support to regions and VAA's.
  - Promotion of best practice and a culture of continuous improvement throughout the NAS.
  - Securing appropriate resourcing through new / additional finance or re-profiling of existing as well as managing the central team allocation, grants and investment.
  - Strategic commissioning as necessary for the discharge of functions
  - Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Combined Governance Board
  - Promotion of adoption, including national PR and marketing and the provision of the 'face and voice' of adoption in Wales.
  - Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.
- Providing specific functions nationally to support and enable Foster Wales operations (currently as below)
  - Establishing and maintaining a national website for Foster Wales

- Commissioning and contracting national contracts to support service delivery functions and support
- Leadership, matrix management oversight, advice and support to regions and LA's
- Promotion of best practice and a culture of continuous improvement
- Managing the central team allocation, grants and investment, enabling negotiations with funding bodies to secure ongoing resourcing.
- Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Lead Heads of Children's Services Group
- Promotion of Foster Wales, including national PR and marketing.
- Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.

## 5 The Services

5.1 The services to be provided by the host local authority to facilitate the discharge of the Joint Committee's function shall be detailed in a separate agreement but will be provided subject to and on the overarching terms and conditions set out in this Agreement. Such Host services may include:

(i) Office accommodation and allied facilities services

(ii) Employment of staff, associated human resource functions and advising on workforce planning / issues

(iii) Use of its IT systems and databases, including provision of a separate email domain/s and stand-alone websites as needed

(iv) Finance / accounting services, supporting management of core budget and grant aid including facilitating the transfer of funds to relevant local government or partners agencies of NAS and Foster Wales.

(v) Information security advice and support, ensuring compliance with changing legislation

(vi) Facilitation of procurement and contracting requirements to deliver functions

(vii) Legal advice as required incl. for contracts.

(viii) Engagement of Officers and Members in governance arrangements as required by the Directions

5.2 The Host Authority may make arrangements with third parties for the discharge of the Services and recharge such costs to the Joint

Committee. The Host Authority shall first discuss such matters with the Director of Operations.

## **Schedule 6 Terms of Reference for the Lead Head of Children's Services Group**

### **1 Objectives and Scope**

- 1.1 The main objectives of this group are:
- (a) To support the strategic oversight of Foster Wales
  - (b) To consider the implications at local and regional level arising from the transition to Foster Wales
  - (c) To consider the development needs of services at local, regional, and national level
  - (d) To seek and support solutions to overcome barriers and challenges
  - (e) To continue to develop and maintain collaboration across local authority fostering
  - (f) To consider reports presented, agree actions, make decisions, and monitor progress
  - (g) To consider performance reports and monitor KPIs as identified and agreed
  - (h) To make recommendations for future areas of work programme development

### **2 Membership**

- 2.1 Core membership will include:
- (a) 6 x Regional designated Lead Head of Children's Services
  - (b) Director of the National Adoption Service
  - (c) 6 x Regional Development Managers
  - (d) A Director of Social Services
  - (e) Programme Manager
  - (f) An officer of the Welsh Local Government Association
- 2.2 Arrangements will be put in place to ensure good links between this meeting and members including briefing the WLGA spokesperson for health and Social Care or their nominated Deputy with responsibility for children's services.

### **3 Frequency of meetings**

- 3.1 Meetings will be held at an agreed frequency no less than quarterly (currently monthly), dates and times will be scheduled and provided with advanced notice.



#### **4 Accountability and communication**

- 4.1 The group is accountable to the Joint Committee, which holds responsibility for overall oversight of the National Adoption Service and Foster Wales.
- 4.2 Regional representatives are responsible for ensuring that effective communication channels are in place. This should include mechanisms for the sharing of information, decisions, and outcomes from this group to relevant forums and individuals within their own region.

## **Schedule 7 Scheme of Functions Delegated to the Director of Operations**

### **Part One**

#### **SCHEME OVERVIEW**

##### **1. Purpose**

- 1.1. The National Adoption Service for Wales (NAS) operates in a multi-agency partnership context. This is a complex arrangement best described as a local government led collaborative with a range of different interfaces including the voluntary sector. In order that the NAS national / central team staff can carry out its functions effectively under the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015, it is essential that employees at all levels of the organisation are clear that they have the delegated authority to make decisions. It is also important that employees are clear where they do not have the authority to make decisions.
- 1.2. The Scheme of Delegation is the framework creating the authority to make a decision or discharge a function. Delegation also means that those to whom responsibility has been given are prepared to be accountable for the decisions they have been asked to make and the functions they discharge. Effective and transparent decision making also requires that those making a decision must be confident about the scope of their authority.
- 1.3. The aim of the Scheme of Delegation is to set out who has the authority to make decisions within the national / central team of the National Adoption Service for Wales. It is a companion document to the National Adoption Service in Wales Partnership Agreement and the Agreement for the Establishment of a Joint Committee for the National Adoption Service.
- 1.4. This Scheme of Delegation sets out who can carry out the functions. It does not explain how they are to be carried out. The NAS has adopted the procedures of the Host Council (Cardiff Council) which set out the rules for this. The Host Council is also the employer of NAS staff. As a result, NAS Officers must be familiar with the Host Council's:
  - Financial Procedure Rules (Part 4.6 of the Constitution)
  - Contract Standing Orders and any Procurement guidelines issued by the Host Council
  - Human Resources guidance and procedures
- 1.5. All powers within the Scheme of Delegation are to be exercised within approved budgets and all staffing and recruitment delegations take effect subject to approved HR guidelines.
- 1.6. At the commencement of this Agreement the full arrangements for Foster Wales are being developed but it is anticipated that its relationship to the Joint Committee will be the same as for NAS albeit that governance is managed through the Lead Heads of Children's Services (LHOCS) meeting and that delegated authority will operate in the same way. The Terms of Reference of the Lead Heads of Children's Services meeting are in Schedule 6 of this Joint Committee Agreement.

##### **2. Arrangement of the Scheme of Delegation**

- 2.1. . The Scheme of Delegation is arranged in three parts.
  - a) Scheme Overview
  - b) The Joint Committee and Combined Governance Board
  - c) The Director of Operations

### **3. The Joint Committee, Combined Governance Board and Regional Collaboratives**

- 3.1. The complex nature of the arrangements has a number of key bodies either delivering the Adoption Services or setting overall strategy. They interact in a way that influences the approach to delegation.
- 3.2. The Joint Committee will, on behalf of the 22 Welsh Local Authorities, exercise their powers with reference to the provision of the collaborative arrangements for the National Adoption Service for Wales (NAS) and for Foster Wales (FW). It will be underpinned by a legal agreement (Joint Committee Agreement) and be comprised of Council Members. Its role will be to oversee the work of NAS and Foster Wales and specifically approve / receive the below:
  - The Annual Reports of NAS and of Foster Wales;
  - The annual programmes of work for the NAS and for Foster Wales;
  - The budget/s for the office of the Director and the national work of NAS and for Foster Wales; and
  - The agreement, and any changes required, for the Host Council support of the office of the Director to enable it to facilitate the work of NAS and FW.
- 3.3. For NAS (only) it will also oversee how the authorities work together to exercise their powers and comply with the National Assembly Directions (now Senedd Wales).
- 3.4. The Joint Committee has primary responsibility for the delegation framework as it may delegate a function to an officer.
- 3.5. The terms of reference for the Combined Governance Board are contained in schedule 2 of the Agreement for the Establishment of a Joint Committee for the National Adoption Services. The schedule indicates the Board must approve as prepared by the Director of Operations / central team the following:
  - An annual programme of work for the National Adoption Service.
  - A half year and full year progress report for the Welsh Local Government Association (WLGA – Full Council), the Minister for Health and Social Service and the Welsh Government.
  - The budget and financial management arrangements of services and the office of the Director of Operations.
- 3.6. The terms of reference also hold the following accountable for the delivery and performance of their services within the NAS arrangements:
  - Regional Collaboratives (and their staff),
  - the Director of Operations and central team,
  - the Voluntary Adoption Agencies and other services
- 3.7. In order to support the work of the Combined Governance Board the Director of Operations will prepare the items listed in section 3.3 using the support of the Host Council where appropriate.
- 3.8. As the lead executive of the NAS, the Director of Operations has delegated authority from the Joint Committee to manage the organisation. The Director of Operations is also responsible for delegating other decision-making responsibilities to officers within NAS.
- 3.9. The Joint Committee delegates to the Combined Governance Board or Director of Operations all matters which it does not reserve to itself for decision.

- 3.10. The Director of Operations shall provide regular reports to the Combined Governance Board and Joint Committee on the discharge of the Specified Functions.
- 3.11. The delegation of functions and responsibilities both from the Joint Committee and the Director of Operations requires those using delegated authority to carry out those functions in a way that will not prevent the effective discharge of any functions or bring the NAS into disrepute or in any other way have an adverse effect on the NAS.
- 3.12. The scheme of delegation can be removed by the Joint Committee if it takes a formal decision to do so. In these circumstances the Joint Committee would assume those responsibilities that it had previously delegated or delegate these responsibilities to the Combined Governance Board. The Director of Operations can also remove delegations they have granted to their team and in doing so would assume the previously delegated responsibilities or transfer these to another member of their team.
- 3.13. Each region is made up of a number of specified local authorities. These are regional collaboratives overseen by Regional Management Boards. For the NAS to work effectively Partnership Agreement states there should be robust links between RMBs, the Combined Governance Board and the central team (led by the Director of Operations). The RMBs are required to produce an annual report submitted to the Director of Operations by 31<sup>st</sup> May each year. Other aspects of regional working include the Regional Joint Committees, Regional Operation Groups and a lead authority for each region.
- 3.14 There is no legislation underpinning Foster Wales. Existing regional meetings link to the national Lead Heads of Children's Services meeting which in turn reports to the Joint Committee.

#### **4. Principles of Delegation**

- 4.1. The scheme of delegation has a number of principles that underpin the approach adopted so that the transfer of responsibility for a task or function from the Joint Committee, Board Meeting or Director of Operations does not change the overall accountability.
- The Joint Committee, Combined Governance Board LHOC's meeting and the Director of Operations remain accountable for all their functions, even those they have delegated. In order to be assured that the responsibilities that they have delegated are being discharged properly they require information about the exercise of those functions. Appropriate management oversight must be exercised to ensure there is sharing of delegated decisions.
  - In order to make sound decisions, the authority to take decisions must be supported by appropriate skills and knowledge. Those exercising delegated decision-making powers must be made aware of the decisions that have been delegated to them, the limits of their authority and have access to relevant advice if appropriate.
  - A record of delegated decisions will be kept and shared with the Joint Committee and the Combined Governance Board. The frequency of the information to be received will be determined by the Joint Committee and Board but should not be less than quarterly. Where a decision has been formally delegated to the Director of Operations by the Joint Committee or the Combined Governance Board, the decision to delegate will be recorded in the Committee or Board minutes. The decision and its outcome will then be contained in a separate section within the Director of Operations' Quarterly Report to the following

Combined Governance Board. An equivalent process will be developed for Foster Wales

- If the post holder for a delegated decision is absent the line manager will be expected to make the decision. Should the decision be urgent, and a matter delegated to the Director of Operations the Chair of the Combined Governance Board will be able to make the decision in consultation with the Board and, in the case of the absence of the Director of Operations, the relevant staff reporting to the Director of Operations.
- Where a delegated decision is viewed by the postholder as requiring further discussion due to the sensitivity of the issue they should consider approaching the Director of Operations for advice. In the case of the Director of Operations this would involve the Chair of the Joint Committee or the Combined Governance Board as appropriate.

## **5. Variation, ownership and review of the scheme**

- 5.1. The constitution of the Joint Committee includes authority to delegate a function to an officer (Schedule 1, paragraph 25). Variations to the Scheme of delegation will be approved by the Joint Committee and any deviation from it must be approved by the Joint Committee, with such deviations being reported to the next meeting.
- 5.2. For administrative purposes, the Director of Operations, on behalf of the Joint Committee, is the manager of the Scheme of Delegation and will keep the scheme under review in consultation with the Joint Committee Monitoring Officer who will be required to comment on the proposals. Any suggested amendments will be subject to consultation with the Combined Governance Board. Any proposed changes will be submitted to the Joint Committee unless authority to amend the scheme is delegated to the Combined Governance Board. If delegation occurs any changes to the Scheme of Delegation will be reported to the next Joint Committee.
- 5.3. However, the Scheme will be updated as often as is necessary to ensure it remains current, following review and consultation in accordance with paragraph 5.2.

## **Part Two**

### **The Joint Committee, the Combined Governance Board, Regional Collaboratives, Lead Heads of Children's Services meeting and Director of Operations**

#### **a. The Joint Committee**

1. The Agreement for the Establishment of a Joint Committee for the National Adoption Service indicates Welsh Councils have agreed to establish and participate in a joint committee to facilitate the delivery of the Specified and Agreed Functions with a view to their economical, efficient and effective discharge.
2. The Joint Committee is specifically responsible for:
  - a. The overall scheme of delegation.
  - b. establishing and delivering the NAS and Foster Wales strategic aims and objectives consistent with its overall strategic direction and within the agreed Welsh Government policy.
  - c. strategic direction and decisions as submitted by the Combined Governance Board and LHOC's meeting.
  - d. ensuring that the responsible minister is kept informed of any changes which are likely to impact on NAS strategic direction or the delivery of the

obligations set out in the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015.

**b. The Combined Governance Board**

3. The terms of reference of the Combined Governance Board (the Board) indicates the overall role is to provide strategic direction and decisions for submission to the Joint Committee to facilitate the delivery and improvement of adoption services on Wales through the National Adoption Service (NAS) arrangements.
4. The Board also holds the Regional Collaboratives and the Director of Operations and central team accountable for delivery and performance of their services within the NAS arrangements.
5. The Board is responsible for ensuring the Director of Operations has adequate resources to discharge the Specified Functions and deliver an effective NAS. In coming to a decision whether to recommend this to the Joint committee the Board will rely on the advice of the Director of Operations.

**c. Regional Collaboratives**

6. The Regional Collaboratives must provide an annual report to the Director of Operations by 31st May covering
  - a. The performance of the regional collaborative against the performance measures in the National Performance Management Framework
  - b. An analysis of the implementation of the annual work programme and plans to address any under-performance
  - c. Plans to develop the adoption service within the region in accordance with the national business priorities
  - d. Information regarding the resolution of complaints and determination of disputes at local and regional level and any impact on the provision of adoption services
7. The Scheme of Delegation recognises that the Director of Operations will need to act on behalf of the Combined Governance Board and the Joint Committee when working with the Regional Collaboratives.
8. The Scheme of Delegation recognises that the Director of Operations is not only a member of the Combined Governance Board but is also the principal professional advisor on delivery and improvement of adoption services in Wales through the National Adoption Service arrangements. This will include providing advice to the Joint Committee and Combined Governance Board on the Regional Collaborative arrangements including reporting on the position to the Board based on the reports that Regional Collaboratives must provide to the Director of Operations by 31<sup>st</sup> May of each year

**d. The Director of Operations**

7. The scheme of delegation will operate to enable the Director of Operations to carry out the following Specified and Agreed Functions:
  - a. Providing leadership to set the direction for NAS including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning.
  - b. Reviewing progress including analysis of performance data and service information from the regions and VAA's.
  - c. Providing annual and mid-year reports each year for agreement by the Combined Governance Board, Joint Committee, and submission to

Welsh Ministers as well as to WLGA and ADSS-C where required;  
and

- d. Providing specific functions nationally to support and enable NAS operations including those outlined in the table below.

**MATTERS DELEGATED BY THE JOINT COMMITTEE TO THE DIRECTOR OF OPERATIONS. (*The delivery of these delegated functions will be overseen on a day-to-day basis by the Combined Governance Board for NAS and the Lead Heads of Services meeting for Foster Wales*)**

**Strategic Direction and Business Planning**

The Director of Operations is responsible for:

- Overseeing the development of the annual programme of work and budget for the National Adoption Service (incl. Foster Wales). This will include a medium term (3 year) financial plan accompanied by the assumptions on which longer term planning is based
- A half year and full year progress report for the Welsh Ministers and the Welsh Government with required oversight of the Combined Governance Board and the Joint Committee.

**Financial Management, Commissioning, Propriety and Value for Money**

The Director of Operations is responsible for:

- Ensuring the NAS stays within its overall budget
- Ensuring the NAS operates within the financial regulations of the Host Council
- Signing agreements or other documents on behalf of the Joint Committee and/or the Combined Governance Board
- Securing appropriate resourcing through new/additional finance or reprofiling of existing as well as managing the central team allocation, grants and investment
- Ensuring the NAS complies with any requirements to publish information as required by legislation and the Welsh Government
- Approving the level of delegation for non-pay expenditure within the overall delegation scheme as approved by the Joint Committee and/or the Combined Governance Board
- Approving those posts as having the responsibility of Budget Holder
- Authorising contracts up to £1m, and in excess of £1m in conjunction with the Combined Governance Board
- Taking overall responsibility for the control of the NAS's fixed assets
- Ensures the Host Council's agreed systems of control are applied within the NAS to protect against fraud and losses including data losses
- Strategic Commissioning as necessary for the discharge of functions
- Ensuring all staff are aware that the NAS operates within the Host Council's:
  - Financial Regulations and procedures.
  - Contract Standing Orders and any Procurement guidelines issued by the Host; and
  - Human Resources guidance and procedures

**Risk Management and Assurance**

The Director of Operations is responsible for:

- Ensuring the risks to the Annual Plan are identified, assessed, managed and escalated where necessary in accordance with the Host Council's risk management policy
- Monitoring, controlling and assuring the Joint Committee and Combined Governance Board of the business and regulatory risks for which they are responsible

#### **Information and Information Governance**

The Director of Operations is responsible for:

- Understanding and addressing the risks to the information assets under their control or delegated to them by the Joint Committee and/or Combined Governance Board
- Providing assurance to the Host Council's SIRO on the security and use of information assets
- Ensuring data is managed in accordance with the requirements of the Data Protection Act 1998
- Approving the release of information about the provision of National Adoption Services
- Establishing and maintaining a website for the National Adoption Service for Wales
- Promotion of adoption, including PR and marketing and the provision of the 'face and voice' of adoption in Wales
- Management of the Adoption Register for Wales (under contract from the Welsh Government)
- Maintaining arrangements for service user engagement across Wales

#### **Dispute Resolution**

The Director of Operations is responsible for:

- Producing and implementing a plan to resolve any dispute that arises in relation to any aspect of the Agreement for the Establishment of a Joint Committee for the National Adoption Service

#### **Regional Arrangements and Regional Collaboratives**

- Advising the Joint Committee and/or the Combined Governance Board on the working arrangements for the Regional Collaboratives
- Leadership, matrix management oversight, advice and support to regions and VAA's
- Maintaining arrangements for national governance and allied sub/task & finish groups to engage stakeholders in carrying out the actions/work agreed by the Combined Governance Board



# Agenda Item 12

By virtue of paragraph(s) 14 of Part 4 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

This page is intentionally left blank

By virtue of paragraph(s) 14 of Part 4 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

This page is intentionally left blank

By virtue of paragraph(s) 14 of Part 4 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

This page is intentionally left blank

By virtue of paragraph(s) 14 of Part 4 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

This page is intentionally left blank