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Date: 25th March 2015

Dear Sir/Madam,

A meeting of the **Cabinet** will be held in the **Sirhowy Room**, **PenalIta House**, **Tredomen**, **Ystrad Mynach** on **Wednesday**, **1st April**, **2015** at **2.00 pm** to consider the matters contained in the following agenda.

Yours faithfully,

Wis Burns

Chris Burns INTERIM CHIEF EXECUTIVE

#### AGENDA

Pages

- 1 To receive apologies for absence.
- 2 Declarations of Interest.

Councillors and Officers are reminded of their personal responsibility to declare any personal and/or prejudicial interest(s) in respect of any item of business on the agenda in accordance with the Local Government Act 2000, the Council's Constitution and the Code of Conduct for both Councillors and Officers.

To approve and sign the following minutes: -

3 Cabinet held on 18th March 2015.

1 - 4

To receive and consider the following reports on which executive decisions are required: -



4	Joint Supplies Service - Constitution Amendment.	5 - 72
5	Consultation - Proposed Admission Arrangements 2016/2017.	73 - 88
6	Cabinet Forward Work Programme.	89 - 92

#### Circulation:

Councillors Mrs C. Forehead, D.T. Hardacre, K. James, Mrs B. A. Jones, G. Jones, Mrs R. Passmore, D.V. Poole, K.V. Reynolds, T.J. Williams and R. Woodyatt,

And Appropriate Officers.





## CABINET

#### MINUTES OF THE MEETING HELD AT PENALLTA HOUSE, TREDOMEN ON WEDNESDAY, 18TH MARCH 2015 AT 2.00 P.M.

#### PRESENT:

Councillor K.V. Reynolds - Chair

#### Councillors:

Mrs C. Forehead (HR and Governance/Business Manager), G. Jones (Deputy Leader and Cabinet Member for Housing), D.T. Hardacre (Performance and Asset Management), Mrs B.A. Jones (Deputy Leader and Cabinet Member for Corporate Services), K. James (Regeneration, Planning and Sustainable Development), Mrs R. Passmore (Education and Lifelong Learning), D.V. Poole (Community and Leisure Services), T.J. Williams (Highways, Transportation and Engineering), R. Woodyatt (Social Services).

#### Together with:

C. Burns (Interim Chief Executive), S. Aspinall (Acting Deputy Chief Executive), N. Scammell (Acting Director of Corporate Services and S.151 Officer), D. Street (Corporate Director Social Services).

#### Also in Attendance:

C. Jones (Head of Performance and Property Services), R. Hartshorn (Head of Public Protection), S. Couzens (Chief Housing Officer), P. Smythe (Housing Repair Operations Manager), S.M. Kauczok (Committee Services Officer).

#### 1. APOLOGIES FOR ABSENCE

There were no apologies for absence.

#### 2. DECLARATIONS OF INTEREST

Councillor Mrs B. Jones declared an interest in agenda items 9 and 10 in that she is a Council tenant.

#### 3. SPECIAL CABINET – 25TH FEBRUARY 2015

RESOLVED that the minutes of the special meeting held on 25<sup>th</sup> February 2015 (minute nos. 1-3) be approved and signed as a correct record.

#### 4. CABINET – 4TH MARCH 2015

RESOLVED that the minutes of the meeting held on 4<sup>th</sup> March 2015 (minute nos. 1-5) be approved and signed as a correct record.

#### MATTERS ON WHICH EXECUTIVE DECISIONS WERE REQUIRED

#### 5. LAND AT HENDREDENNY, CAERPHILLY

The report sought Cabinet's view on the sale of land at Hendredenny for access purposes.

Following consideration and discussion, it was moved and seconded that the report be deferred for a site visit by Cabinet. By a show of hands this was unanimously agreed.

RESOLVED that for the reasons given at the meeting, the report be deferred for a site visit by Cabinet.

#### 6. FORMER CAERPHILLY LIBRARY, MORGAN JONES PARK

The report sought approval of the Asset Management Group's (AMG) recommendation for the preferred end use of the former Caerphilly Library, Morgan Jones Park, Caerphilly, following consideration of all business proposals submitted. The former library site was declared surplus to the requirements of the holding service in December 2013 and no ongoing operational use has been identified.

On 4<sup>th</sup> June 2014 Cabinet resolved to adopt Option 2, to offer the opportunity for interested parties to submit detailed proposals and business case for consideration of the preferred future use proposal. Of the 19 initial expressions of interest received, 5 full applications were submitted which have been fully assessed. The findings were presented to the AMG on 17<sup>th</sup> February 2015, who agreed unanimously to recommend supporting a community café proposal.

Following consideration and discussion, it was moved and seconded that the recommendations in the report be approved subject to it being made clear in the recommendations that this relates to the community café proposal with focus on family and youth facilities and future community room as described in paragraph 4.6(b). By a show of hands this was unanimously approved.

RESOLVED that for the reasons set out in the officer's report: -

- 1. In line with the previous decision of Cabinet in approving Option 2, the recommendation of the Asset Management Group for the preferred end use i.e. the community café proposal with family and youth focus, as set out in paragraph 4.6(b) of the report, be approved.
- 2. The decision regarding the detailed terms of the sale or lease be delegated to the Head of Performance and Property and Cabinet Member for Performance, Property and Asset Management.

#### 7. GWENT TRADING STANDARDS PROJECT

The report which, presented a Business Case for the establishment of a Regional Trading Standards Service across the five Gwent Local Authorities, was considered by the Regeneration and Environment Scrutiny Committee on 17<sup>th</sup> February 2015. The views of the Scrutiny Committee were reported to Cabinet.

It was noted that the Business Case had been developed on the basis of a number of assumptions relating to financial and funding considerations but that for various reasons, these had not been fulfilled. Following these developments an analysis of the situation produced three options which were outlined to Members.

Following consideration and discussion, it was moved and seconded that Option 3 – explore other opportunities for collaboration, be approved. By a show of hands this was unanimously agreed.

RESOLVED that for the reasons contained in the officer's report: -

- 1. Options 1 and 2 be not supported and therefore the proposals set out in the Business Case to establish a Trading Standards Service across the five Gwent Authorities, be not pursued.
- 2. Cabinet endorsed Option 3 i.e. other opportunities for collaboration be explored.

## 8. GWENT SUBSTANCE MISUSE AREA PLANNING BOARD – MEMORANDUM OF UNDERSTANDING

The report informed Cabinet of the need for the Authority to enter into a Memorandum of Understanding on the planning, commissioning and delivery of Welsh Government funded substance misuse services as a member of the Gwent Area Planning Board.

Welsh Government's Substance Misuse Action Fund (SMAF) supports substance misuse bases, service provider contracts and programmes across the Authority. Changes were initiated in August 2012 following guidance, that pre-existing Area Planning Boards would deliver SMAF services on a regional basis. Over 2014/15 administration of the fund and the fund itself transferred to Newport City Council who act as the regional banker for the Area Planning Board.

Following consideration and discussion, it was moved and seconded that the recommendation in the report be approved. By a show of hands this was unanimously agreed.

RESOLVED that for the reasons set out in the officer's report, the Authority enter into the Gwent Area Planning Board Memorandum of Understanding subject to the Interim Head of Legal Services approving the final terms of the document.

#### 9. **RESPONSE REPAIRS POLICY**

Councillor Mrs B. Jones declared an interest in this item in that she is a Council tenant.

The report, which proposes to introduce a Response Repairs Policy document to replace the former 2004 policy statement, was considered by the Caerphilly Homes Task Group on 11<sup>th</sup> December 2014 and the Policy and Resources Scrutiny Committee on 3<sup>rd</sup> March 2015. The views of the Task Group and the Scrutiny Committee were reported to Cabinet.

The policy describes the activities and responsibilities involved in delivering a response repairs service to all Council properties by the in-house Housing Repair Operations Team. The overall aim of the policy is to contribute to the efficient and effective maintenance of the Council's housing stock. The policy will be accessible on the website and is supported by detailed internal procedures and agreed practices applied uniformly across the Housing Service. The policy will be reviewed every 3 years unless there is an earlier change in legislation.

Following consideration and discussion, it was moved and seconded that the recommendation in the report be approved. By a show of hands this was unanimously agreed.

RESOLVED that for the reasons set out in the officer's report, the introduction of a Response Repairs Policy be endorsed.

#### 10. RECHARGEABLE REPAIRS POLICY

Councillor Mrs B. Jones declared an interest and left the meeting during consideration of this item.

The report which was considered by the Policy and Resources Scrutiny Committee on 3rd March 2015, proposed to introduce a Housing Services Rechargeable Repairs Policy to complement the Recharge Procedure which has been in place for many years and which provides guidance to staff when recharging for repairs. The views of the Scrutiny Committee were reported to Cabinet.

The policy, attached at Appendix 1 to the report, provides information on the circumstances when a recharge will be made, the cost and how a tenant can request a review if they disagree with the recharge being made. The overall aim of the policy is to contribute to the efficient and effective maintenance of the Council's housing stock. The policy will be accessible on the website and is supported by detailed internal procedures and agreed practices to be applied uniformly across the Housing Service.

Following consideration and discussion, it was moved and seconded that the recommendations referred from the Policy and Resources Scrutiny Committee be approved. By a show of hands this was unanimously agreed.

RESOLVED that for the reasons contained in the officer's report: -

- 1. The Rechargeable Repairs Policy be adopted subject to an amendment to paragraph 7.4 to reflect that the cost of the repair undertaken will depend on the damage that has been undertaken and receipt of a 'Declaration of Truth' form and to paragraph 7.6 being amended to reflect that if the Council fails to attend an appointment at the agreed time, compensation to the tenant will be considered.
- 2. Subject to the addition of a Member in its membership, the establishment of a Review and Appeals Panel be supported.
- 3. A discount of 25% be introduced when current tenants make payment within 35 days from the date of the invoice for both rechargeable repairs and end of tenancy repairs;
- 4. The introduction of a discount be the subject of a review within 6-12 months (or at the earliest opportunity) in order to establish its success in respect of improving the amount of income received for the HRA.

The meeting closed at 2.48 pm.

Approved and signed as a correct record subject to any corrections made at the meeting held on 1<sup>st</sup> April 2015.

CHAIR

# Agenda Item 4



## CABINET - 1ST APRIL 2015

## SUBJECT: JOINT SUPPLIES SERVICE – CONSTITUTION AMENDMENT

#### REPORT BY: ACTING DIRECTOR OF CORPORATE SERVICES AND SECTION 151 OFFICER

#### 1. PURPOSE OF REPORT

1.1 The purpose of the report is to advise Members of the proposed amendments to the Joint Supplies Services Constitution and make recommendations in respect of the changes proposed that require a Cabinet decision.

#### 2. SUMMARY

- 2.1 The Joint Supplies Service (JSS) provides a one stop purchasing and warehouse facility for Stationary and Janitorial items.
- 2.2 Caerphilly County Borough Council has been a partner of JSS since 1996 via a Joint Arrangement and Joint Committee.
- 2.3 The Service has four equal partners in the form of Bridgend County Borough Council, Caerphilly County Borough Council, Merthyr Tydfil County Borough Council and Rhondda Cynon Taff County Borough Council.
- 2.4 In recent years the service has been subject to review. The role of Bridgend County Borough Council as host Authority has been re-affirmed with all staff employed by the host.
- 2.5 As a result of these changes and the need for a firm business plan, the current signed Constitution of 1996 was deemed no longer fit for purpose.

#### 3. LINKS TO STRATEGY

- 3.1 The information contained within the report supports and facilitates the following key strategies:
  - WG Buying Smarter in Tougher Times (Feb 2010)
  - Wales Procurement Policy (2012)
  - Caerphilly CBC Procurement policy & strategy (2013)

#### 4. THE REPORT

4.1 The Joint Services was formed in 1996 comprising of four member Authorities, Bridgend County Borough Council, Caerphilly County Borough Council, Merthyr Tydfil County Borough Council and Rhondda Cynon Taff County Borough Council.

## Page 5

- 4.2 The JSS supplies Educational, Stationary, Furniture and Janitorial items to Schools and other Corporate Buildings.
- 4.3 The Service is managed and hosted by Bridgend County Borough Council, supported by member Authorities Officers Group which reports to the Joint Committee. Each partner Authority has two Cabinet Members who sit on the Joint Committee.
- 4.4 Since 1996, the service has developed and modernised supplying many public sector organisations such as neighbouring Authorities, Police, Youth Organisations and Community Services.
- 4.5 Turnover is approximately £6.5 Million (13/14). In recent years the service has grown in terms of reserves (stock and cash). It is now regarded as a self-funding operation.
- 4.6 As stated above, the Service has been subject to change but now requires approval in respect of the next steps of the organisation's development which includes a detailed 5 year business plan and a change in location.
- 4.7 The current building and operational site is no longer fit for purpose, therefore, the Service is in a period of considerable change which requires a new approach to the constitution.
- 4.8 A new legal agreement is to be entered into which reflects these changes. There will technically be a new Joint Committee under this agreement; however the membership of the committee will remain the same.
- 4.9 The main changes to the current constitution are listed below:
  - Bridgend County Borough Council to continue as host Authority and will employee all staff.
  - The new Constitution to be effective for a 5 year period with 12 months extension options to link in with any proposals for Local Government Re-Organisation.
  - Termination provisions are to be amended to allow any party to withdraw by giving a minimum of 12 months' notice. This will allow sufficient time for other members to consider the future of the JSS with fewer Partners.
  - Where there is just one Partnering Authority wishing to withdraw and the Service continues to trade, a compensatory payment based on stock variation less any liabilities incurred (including staff costs) will be made to or by the Partner Authority wishing to withdraw or conversely will be made by the Partner Authority.
  - In the event of closure, the value of reserves (cash and stock) less any liabilities due (staff, costs, creditors etc.) will be reimbursed on a percentage of population basis to the Partner Authorities or by the Partner Authorities.
  - The baseline for the population measure to be defined in the agreement is to continue to be based upon the former Mid Glamorgan area.
  - A schedule of Officers Group posts to be included in the document together with those of staff employed by the JSS.
  - A mechanism for appointing new posts to be stated. The proposal is that all posts below Principal Officer will be managed by Bridgend CBC with reference back to the Officers Group and JSS Committee after the appointment has been made. The Officer group will be consulted regarding the appointment of all Principal Officers posts.
  - The responsibilities of the Management Committee and Officers Group, together with the frequency of meetings are to be made clear.
  - In order to make provisions for control of capital expenditure, it is proposed that the Joint Committee has delegated powers confirmed on it by the Partnering Authorities to incur expenditure up to £100,000 in any one purchase. Any proposal to incur expenditure above this limit will require each individual Authority to seek prior approval.

4.10 A final draft of the revised Constitution incorporating the above principles is nearing completion; Legal Services will ensure that it reflects the Council's decision. In addition, each of the Constituent Councils will need to seek appropriate Authority to enter into this agreement together with remission to the Joint Committee of the power to incur capital expenditure of up to £100,000 in any one purchase.

#### 5. EQUALITIES IMPLICATIONS

- 5.1 The four organisations in this joint service are local authorities and therefore fall under the third-party requirements of the Welsh Language (Wales) Measure 2011, and the Equalities in Procurement Wales-specific duties under the Equality Act 2010 (Statutory Duties) (Wales) Regulations 2011. The Council's Strategic Equality Plan and the operational work Procurement undertakes each year ensures that this Council complies with those duties.
- 5.2 An **EqIA screening** has been completed in accordance with the Council's Strategic Equality Plan and supplementary guidance and no potential for unlawful discrimination and/or low level or minor negative impact have been identified, therefore a full EqIA has not been carried out.

#### 6. FINANCIAL IMPLICATIONS

6.1 There are no financial implications associated directly with the report. If approved, the additional power for the Joint Committee to incur capital expenditure up to £100,000 will be subject to any such expenditure being met from existing reserves of the Joint Supplies service.

#### 7. PERSONNEL IMPLICATIONS

7.1 There are no personnel implications.

#### 8. CONSULTATIONS

8.1 Consultations have taken place and reflected within the report.

#### 9. **RECOMMENDATIONS**

- 9.1 It is recommended that Cabinet authorises the completion of the revised Constitution of the Joint Supplies Service on terms to be approved by the Acting Director of Corporate Services and Head of Procurement in Consultation with the Cabinet Member.
- 9.2 Remit to the Joint Committee of the Joint Supplies Service, the power to incur capital expenditure of up to £100,000 in any one purchase subject to the funds being available in cash reserves.

#### 10. REASONS FOR THE RECOMMENDATIONS

10.1 To ensure the Authority has a fit for purpose relationship with Partner Authorities of the JSS.

#### 11. STATUTORY POWER

11.1 Local Government Act 1972 and 2000.

Author:Elizabeth Lucas, Head of Procurement, <u>lucasej@caerphilly.gov.uk</u>Consultees:Angharad Price, Interim Deputy Monitoring Officer, <u>pricea4@caerphilly.gov.uk</u><br/>Nichole Scammell, Acting Director of Corporate Services & S151,<br/>scammn@caerphilly.gov.uk<br/>Cllr Barbara Jones, Deputy Leader and Cabinet Member For Corporate Services,<br/>jonesb12@caerphilly.gov.uk<br/>Cllr David Hardacre, Cabinet Member For Performance and Asset Management,<br/>hardadt@caerphilly.gov.uk

Appendices:

Appendix 1 – Constitution

Appendix 2 – Business Plan

#### **APPENDIX 1**

DATED......2015

BRIDGEND COUNTY BOROUGH COUNCIL CAERPHILLY COUNTY BOROUGH COUNCIL MERTHYR TYDFIL COUNTY BOROUGH COUNCIL RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL

#### AGREEMENT

FOR THE PROVISION OF A JOINT SUPPLIES SERVICE

#### THIS AGREEMENT is made the day of 2015

**BETWEEN** the Councils (hereinafter together called "The Councils") whose names are set out in Schedule one attached.

#### WHEREAS

- The Councils are principal councils within the meaning of the Local Government (Wales) Act 1994 ("the 1994 Act") and enter into this Agreement as Authorities permitted by statute.
- The Councils wish to maintain arrangements for a catalogue supply service
   (to be known as County Borough Supplies Joint Supplies Service "JSS") to
   meet the requirements of the service providers of the Councils, so as to
   facilitate implementation of their powers and duties.
- iii) The Councils have each passed the necessary resolutions for the purposes of entering into this Agreement.
- This Agreement supercedes and replaces any and all previous agreements between the Councils in respect of the Joint Supplies Service, including, for the avoidance of doubt, the Agreement relating to the formerly named Mid Glamorgan Joint Trading Service dated 4<sup>th</sup> April 1996 (the 'Former Agreement')

#### APPENDED TO THIS AGREEMENT ARE THE FOLLOWING SCHEDULES:

- Schedule 1 The Councils
- Schedule 2 JSS Staff
- Schedule 3 The Services
- Schedule 4 Joint Committee
- Schedule 5 Officer Working Group

Schedule 6 - The Costs

#### **1. AGREEMENT**

- 1.1 This Agreement is made under the powers conferred by Section 101 and 111 of the Local Government Act 1972, Section 25 of the Local Government Wales Act 1994, the Local Authorities (Goods and Services) Act 1970, Sections 2, 19 and 20 of the Local Government Act 2000 and all other enabling powers now vested in the Councils.
- 1.2 This Agreement shall commence on the date stated above and shall expire after a period of five years ('the Initial Period'), unless terminated in accordance with clauses 1.4 or 2 of this agreement.
- 1.3 This Agreement may be extended for further periods of up to 12 months following the expiry of the Initial Period by prior recommendation of the Joint Committee and prior agreement of the Councils.
- 1.4 In the event that any Council disagrees with a recommendation of the Joint Committee to extend the Agreement for any period following the Initial Period, the Councils may:
  - (i) Allow that/those Council(s) to withdraw from the Agreement and the Agreement shall then be extended in relation to the remaining Councils; or
  - (ii) Terminate the Agreement.
- 1.5 For the purposes of this Agreement, the 'Host Authority' shall mean Bridgend County Borough Council.
- 1.6 There shall be constituted:
  - (i) A Joint Committee ("the Joint Committee") of the Councils who powers and constitution are more particularly described in Schedule 4 hereto, and

- (ii) An Officer Working Group ("the Group") comprising staff from the Councils which Group and its powers and duties are more particularly described in Schedule 5 hereto
- 1.7 (i) The costs of the services (the "Costs") to be calculated, discharged and paid by the Councils shall be those set out in Schedule 6 hereto.
  - (ii) At the commencement of this agreement, the JSS shall be accommodated in a suite of offices and stores at Waterton, Bridgend, CF 31 3YR ("the Accommodation"). The location of the JSS may vary and for the purposes of this Agreement the definition of Accommodation shall include any such future variation.

#### **2**. **TERMINATION**

- 2.1 Any Council proposing to withdraw from this Agreement must notify each of the other Councils by giving not less than 12 months notice in writing of its intention to withdraw expiring on 31<sup>st</sup> March in any given year.
- 2.2 No Council may assign transfer pledge or in any way pass to a third Council (of whatever nature) any of the benefits or obligations of this Agreement
- 2.3 In the event of a Council terminating its membership of the JSS in accordance with the terms above, that Council's share of the stock value shall be determined and repaid to that Council in accordance with the principles set out in Schedule 6 of this Agreement, save that any outstanding liabilities at the date

of termination shall remain with the Council(s) and any successor body(ies) to the Council(s).

- 2.4 The individual Council(s) concerned agree to indemnify the Host Authority in relation to any liabilities (including Staff costs) arising from the termination by those Council(s) in accordance with clauses 1.4 (i) or 2.1 above.
- 2.5 All assets other than those constituting stock referred to in 2.3 above shall be determined and repaid to that Council in accordance with the principles set out in Schedule 6 hereto.
- 2.6 In the event of the JSS failing to attain financial viability in any trading year, the Joint Committee, at its discretion, may recommend, to participating Councils, the termination of the Agreement and the appropriate closure period.
- 2.6 In the event of such a decision as per clause 2.5 above, assets and liabilities shall be determined in accordance with the procedures set out in Schedule 6.

#### **3**. **STAFFING**

- 3.1 The Host Authority shall be the employing authority of the JSS and all staff ('Staff') shall be employed on the Host Authority's terms and conditions.
- 3.2 The recruitment of new employees to the JSS will be undertaken in accordance with the protocol set out at Schedule 2
- 3.3 It is accepted that the employees who were described in the 'Former Agreement' as 'Seconded Staff' have been transferred to the Host Authority and that they should be protected under the Transfer of Undertakings Protection of Employment Regulations 2006.

- 3.4 The Host Authority shall indemnify the other Councils in respect of any employment claims made by any of the Staff which arise as a result of any act or omission made by the Host Authority and for any liabilities which arise as a result of an Equal Pay settlement or claim.
- 3.5 The Councils agree that any other employment costs of the Staff, including, but not limited to, redundancy costs and employment claims will be shared between the Councils in accordance with Schedule 6, except for those liabilities which arise as a result of any Equal Pay settlement or claim.

#### 4. VARIATION

4.1 Save as provided herein this Agreement cannot be varied without the approval of the Joint Committee and prior written consent of all Councils. Any variation is to be signed and sealed by an authorised representative of each Council and will be annexed to this Agreement.

#### **5. COMMUNICATION**

- 5.1 Any communication required to be in writing under the terms of this Agreement shall be sent to each Council at the addresses set out in Schedule One and marked for the attention of the person last notified in writing to the other Councils as being the person to receive communications for the purpose of this Agreement on behalf of that Council.
- 5.2 Any notice or communication to the relevant Council shall be deemed effectively served if sent by first class post or delivered by hand to the

addressee or such other addressee and address notified in writing from time to time: .

5.3 Any notice for service by hand delivery shall be deemed to have been served on the date it is delivered to the addressee. Where notice is posted it shall be sufficient to prove that the notice was properly addressed and posted and the addressee shall be deemed to have been served with the notice 48 hours after the time it was posted.

#### **6.** THIRD PARTY RIGHTS

6.1 Save as may be provided herein the Councils to this Agreement do not intend any provision of it to be enforceable by any other person pursuant to the Contract (Rights of Third Councils) Act 1999.

#### **7. SEVERANCE**

- 7.1 If at any time any provision of 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 provided that it would not affect or impair the legality, validity or enforceability of any other provision of this Agreement, this Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid provision eliminated except where it deprives one of the Councils of a substantial part of the benefit to be derived by it from this Agreement without providing any corresponding benefit.
- 7.2 If Clause 7.1 shall apply the Councils shall in good faith amend and, if necessary, execute such further assurances in relation to 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 clause complies with the laws of that jurisdiction but if the Councils cannot agree upon the terms of any amendment or assurance within six months of the date upon which the provision was determined to be wholly or partly illegal or unenforceable by any court, tribunal administrative body then the dispute will be determined in accordance with Clause 8 hereof.

#### **8. DISPUTE RESOLUTION**

- 8.1 If there is a dispute between the Councils concerning the interpretation or operation of this Agreement then any Council may notify the others in writing that it wishes the dispute to be referred to a meeting of the Joint Committee to resolve, all Councils negotiating on the basis of good faith.
- 8.2 If after the meeting of the Joint Committee the dispute has not been resolved, any Council may refer the dispute to the Councils Chief Executives for resolution. If the Chief Executives are unable to resolve the dispute by unanimous agreement within a period of 28 days of the matter being referred to them any Council may give notice that it wishes to attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Procedure 2014 ("the Model Procedure") or such later edition as may be in force from time to time.
  - 8.3 The Councils shall use their best endeavours to ensure that

The mediation starts within twenty working days of the notice of mediation. If the Councils do not agree on the identity of the Mediator then any Council may request that CEDR appoint one. The Councils shall share the Mediators costs and expenses in equal shares.

8.4 Any agreement reached by the Councils as a result of mediation shall be binding on the Councils, as set out in the Model Procedure, but if the dispute has not been settled by mediation within 28(?) days of the mediation starting then any Council may refer the matter to arbitration on the following basis:

> 8.4.1 Referral shall be to a single Arbitrator selected by the Joint Committee or, in the absence of agreement, to be nominated by the President of the Chartered Institute of Arbitration.

> 8.4.2 Such arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1996 and the Arbitrator appointed shall have the power to order and direct what he or she shall think to be done by any of the Councils respectively in relation to the matters in dispute.

- 8.4.3The decision of the Arbitrator shall be final and binding on all the Councils.
- 8.4.4Unless otherwise agreed or specified in the arbitration terms each Council shall bear its own costs incurred in the arbitration and the Councils shall share equally the Arbitrator's costs and expenses.

#### 9. WAIVER

- 9.1 No term or provision of this Agreement shall be considered as waived by any Council unless a waiver is given in writing by the Council and any failure by any of the Councils at any time to enforce any provision of this Agreement or to require performance by any of the other Councils of any of the provisions of this Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of this Agreement or any part thereof or the right of any Councils to enforce any provision in accordance with its terms.
- 9.2 No waiver under Clause 9.1 shall be a waiver of a past or future default or breach, nor shall it amend delete or add to the terms conditions or provisions of this Agreement unless (and then only to the extent) expressly stated in the waiver.

#### **10.** FREEDOM OF INFORMATION

10.1 The Councils agree that they will each co-operate with one another to enable any Council receiving a request for information under the Freedom of Information Act 2000 and/or Environmental Information Regulations 2004 to respond to that request promptly and within the statutory timescales. This co-operation shall include but not be limited to finding, retrieving and supplying information held, and directing requests to other Councils as appropriate and responding to any requests by any Council receiving a request for comments or other assistance.

#### **11. PRIOR AGREEMENT**

11.1 This Agreement supersedes and replaces any and all previous agreements between the Councils in respect of the Joint Supplies Service.

#### **12.** GOVERNING LAW AND JURISDICTION

12.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales.

The **COMMON SEAL** of the respective Councils were affixed the day and year first before written:

#### The COMMON SEAL of **BRIDGEND** )

#### COUNTY BOROUGH COUNCIL )

was affixed in the presence of: )

Mayor / Leader..... Authorised Signatory.....

)	
)	
	)

Authorised Signatory.....

#### The COMMON SEAL of MERTHYR TYDFIL)

COUNTY	BOROUGH	COUNCIL	)
COUNTY	ROKOUGH	COUNCIL	)

Was affixed in the presence of: )

Authorised Signatory.....

#### The COMMON SEAL of RHONDDA CYNON )

#### TAFF COUNTY BOROUGH COUNCIL)

Was hereunto affixed in the presence of: )

Authorised Signatory.....

## **SCHEDULE 1**

### THE COUNCILS

Bridgend County Borough Council Caerphilly County Borough Council Merthyr Tydfil County Borough Council Rhondda Cynon Taff County Borough Council

## **SCHEDULE 2**

#### JSS STAFF

#### **Post/Officer**

**Business Operations Manager (Principal Officer)** Materials and Sourcing Manager (Principal Officer) **Senior Marketing Officer Marketing Assistant Sales Assistant Customer Services Group Leader** Customer Services Assistants (x3) **Senior Administrative Officer Administrative Officer** Purchase Ledger Assistants (x2) Sales ledger Assistants (x2) **Senior Buyer Buyer Purchasing Assistant General Assistant Senior Stores Supervisor Senior Stores Assistant Transport Stores Receipt Assistant Stores Assistants (x5) Driver Picker** Drivers above 3.5 tonne (x2) Drivers up to 3.5 tonne (x2)

#### **Protocol for New Posts**

- The Host Authority's recruitment and selection procedures shall be utilised for all new JSS Posts below Principal Officer level.
- Any such appointments in clause 1, above, shall be notified to the next available meetings of the Officer Working Group and the Joint Committee.
- 3. Any new posts at Principal Officer level and above shall be subject to the Host Authority's recruitment and selection procedures, save that any appointment to such posts shall only be made by prior approval of the Joint Committee.

#### **SCHEDULE 3**

#### THE SERVICES

The JSS shall:

- Produce a catalogue of products ("the Catalogue") and services which will be available either from stock held by the JSS or from nominated suppliers at prices negotiated by the JSS. This will contain products required by the Service Departments of the Councils (the range of products to be agreed between the Councils and the JSS) and be published in the name of the Councils
- 2. Provide a service level and conditions of sale to be published in the Catalogue as agreed by the Councils;
- 3. Provide a catalogue operation directly accessible by individual customers (from the Councils) and other recognised public bodies/organisations (as permitted by statute). The provision of services to other than the existing client portfolio to be by prior agreement of the Officer Working Group
- 4. Liaise with potential partner organisations with a view to providing maximum savings to Councils and recovering operational costs.

#### **SCHEDULE 4**

#### JOINT COMMITTEE

#### **Definitions**

<u>'The Treasurer' – shall be the s151 Officer of the Host Authority or such other Officer</u> nominated to act on behalf of the s151 Officer

<u>'Estimates' – shall be the financial estimates relating to the future operating costs of the JSS.</u>

'The Secretary' shall be such Officer of the Host Authority who has been appointed to undertake secretarial functions on behalf of the Joint Committee.

#### <u>Membership</u>

- 1. The Joint Committee of the Councils, known as the JSS Committee shall consist of 8 members. Each Council shall appoint 2 Members. Upon appointment, the Members concerned shall serve until the expiry of the Agreement or until removed from nomination by his or her respective Council
- 2. Any Member may be accompanied by a Senior Officer who may attend meetings of the Joint Committee but may not vote
- 3. Any of the Councils may nominate a deputy for any Member appointed by them to attend and vote at any meeting of the Joint Committee in place of the Member so elected who is unable to attend that meeting.

#### Chair/Vice-Chair

**4.** The appointment of Chair and Vice-Chair shall be made on an annual basis by agreement.

#### **Meetings**

- 5. The Joint Committee shall hold three general business meetings per year, but may hold additional meetings as necessary.
- 6. Three Members shall form a quorum. Each Council shall have one vote and in the case of an equality of votes the Chairman shall have an additional casting vote.
- 7. The Chairman of the Joint Committee may call a special meeting at any time and shall do so within seven days of receipt of any requisition signed by any Member of the Joint Committee, which shall state the reasons for such a meeting. The same reasons shall be specified in the invitation to members to attend such special meeting.

#### **Powers**

- 8. The Councils have delegated to the Joint Committee all the powers of managing the Services, including the power to incur capital expenditure to a value in any one purchase of up to £100,000, provided that such expenditure is met from within existing reserves.
- **9.** For the avoidance of doubt, the following powers have **not** been delegated, the power to:
  - (a) borrow money
  - (b) incur revenue or capital expenditure not provided for in Estimates approved by the Councils
  - (c) incur capital expenditure above the value of £100,000 in any one purchase. Any such expenditure above this level will require prior approval of the Councils.
- **10.** The Treasurer and Secretary of the Joint Committee shall be appropriately qualified and nominated by the Director of Resources for the host Authority

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#### **Estimates**

- 11. Not later than 30<sup>th</sup> January in every year the Joint Committee shall determine its Estimates for the forthcoming financial year and shall forward them to each of the Councils (where relevant)
- 12. The Estimates shall be deemed to have been approved by each of the Councils unless notification to the contrary is received by the treasurer of the Joint Committee before the commencement of the financial year.

#### **Accounts**

**13.** The Treasurer shall as soon as possible after the conclusion of every financial year send to the Councils a copy of the Final Accounts of the Joint Committee for that financial year.

#### **Convening of Meetings**

14. The meetings of the Joint Committee shall be convened by notice in writing by the Secretary and delivered to each member of the Joint Committee or sent by post to or delivered at his residence or place of business and to the Chief Executive or each of the Councils at least seven days before the day of the meeting.

#### **SCHEDULE 5**

#### **OFFICER WORKING GROUP**

1. Each of the Councils has nominated an officer representative ("the Officers"), which at the commencement of this Agreement shall be as follows:

Bridgend County Borough Council – Corporate Procurement Manager Caerphilly County Borough Council – - Head of Procurement Merthyr Tydfil County Borough Council – Procurement Manager Rhondda Cynon Taff County Borough Council – Service Director, Procurement

- Each of the Officers shall serve on the Officer Working Group ("The Group") The Chairman shall be the Corporate Procurement Manager of the Host Authority
- 2. In the event of an Officer ceasing to be employed by his respective Council, he shall automatically cease to be a member of the Group and his Council shall immediately provide a replacement representative.
- 3. The Officers shall observe and if required sign a confidentiality undertaking in respect of matters which may come to their knowledge as a result of membership of the Group.
- The Quorum shall be three and each Council shall be entitled to one vote.
   Decisions shall be made by unanimous vote.
- 5. The Group shall meet at least four times a year.

- Not later than 30<sup>th</sup> November in each year, the Group shall report to the Joint Committee to enable the Joint Committee to determine its Estimates for the following financial year.
- 7. The function of the Group shall be to deal with issues arising from the provision of the Services referred to in this Agreement and to advise and to report to the Joint Committee.

#### **SCHEDULE 6**

#### THE COSTS

- 1. The Costs of operating the JSS (determined in accordance with proper practices) will be recovered from the prices paid by customers for goods and services provided by the JSS. Any surplus income/profit accrued at the end of this Agreement or any other relevant operating period(s) will be shared by the Councils on a pro-rata basis to the recorded business turnover of the Councils within the JSS during the relevant period. Any losses/trading deficit arising during the currency of this Agreement or any other relevant operating period will be shared on a population basis of the local authority areas of the Councils\*
- 2. In the event of any participating Council terminating their membership of the JSS in accordance with the provisions of this Agreement, the stock value entitlement of the Council on the 31<sup>st</sup> March in the year of termination shall be repaid to that Council over the following three years or whenever this Agreement ceases. The stock value share shall be calculated on a population basis of the local authority areas of the Councils\*
- 3. In the event of the termination of the Agreement, any consequential liabilities will be paid by the Host Authority from any accrued surpluses or residual stock balances prior to any apportioned disbursement of monies/stock amongst the Councils on a population basis of the local authority areas of the Councils\*. Following disbursement of any monies/stock, any remaining liabilities (including those relating to Staff) shall be apportioned amongst the Councils on a population basis of the local authority areas of the Councils on a population basis of the local authority areas of the Councils on a population basis of the local authority areas of the Councils on a population basis of the local authority areas of the Councils\*

\* The method for calculating population shall be based on the latest mid-year estimates of population produced by Welsh Government. (ref: <u>http://wales.gov.uk/statistics-and-research/mid-year-estimates-</u> <u>population/?lang=en</u>), provided that for the first year of this Agreement, the following Baseline Table shall apply:

# Baseline table - 2013 Mid-Year Estimate of Population

Area	Population	%
RCT	236,100	38.40
Caerphilly	179,200	29.15
Bridgend	140,500	22.85
Merthyr	59,000	9.60
Total	614,800	61.60

# Joint Supplies Service

# Business Plan Period: 2015/16 to 2020/21





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### 1. INTRODUCTION

- 1.1 The Joint Supplies Service, in its current form, was created following local government re-organisation in 1996 and is owned by four partnering Authorities: Bridgend, Caerphilly, Merthyr and Rhondda Cynon Taf County Borough Councils. The service is directly managed through Bridgend County Borough Council who are also the host Authority and is governed, in line with an agreed Constitution, by the Joint Supplies Officer Group and Management Committee.
- 1.2 The Business plan for 2015-2020 sets out the key objectives and vision for the service, linking to those of both Local Authorities and Welsh Government, and outlines the mechanisms for achieving such. The plan also highlights the Service delivery structure, resource, structure, key risks and details financial planning for the five year period.
- 1.3 Due to the changing business environment, the document will be updated annually by the Joint Supplies Officer Group and reported to the Management Committee for approval in its January meeting.

### 2. EXECUTIVE SUMMARY

- 2.1 The Joint Supplies Service (JSS), established in 1996, is an experienced, respected and trusted public sector supplier and adviser for the broad range of commodities relating to both the school curriculum and other local authority front-line and support services.
- 2.2 The Service represents four partner Authorities, namely Bridgend, Caerphilly, Merthyr and Rhondda Cynon Taf County Borough Councils
- 2.3 The JSS has used this recognised position and knowledge to help further develop and extend the use of the service as part of a modernised, locally-based, public sector facility within South Wales, showing particular growth in the education sectors of Cardiff, Vale of Glamorgan, Neath Port Talbot and Swansea Councils, together with a number of higher education universities and colleges and other public sector organisations such as South Wales Police and various Housing Associations including Valleys to Coast, RCT Homes and Grwp Gwalia Cyf.
- 2.4 Since 2012, the JSS has moved away from obtaining an annual nominal trading surplus to ensuring that it is totally self-financing and also that minimal liability is placed on the Joint Authorities in future circumstances. Existing reserves (a combination of cash and asset funds) have increased to £1,005,000 as at 31 March 2014.
- 2.5 The following core statistics are relevant to the existing service provision. (April 2014)

,000
,000
00
,000
6 FTE)

- 2.6 The outline of the business plan contained in this document can be summarised as below:
  - There is authorities' preference for the continuation of the JSS arrangement and that it is their intention to fully utilise the services it provides, ensuring the existing levels of service undertaken by the JSS are maintained
  - Seek to secure growth from other Welsh authorities, specifically the education sector and third sector organisations in line with the Local Authority (Goods and Services Act) 1970.
  - To facilitate the ongoing function, the Service must continue to provide an effective single source supply facility and also continue to undertake a comprehensive modernisation programme
  - The implementation of the modernisation programme, relocation, other planned investment expenditure and projected revenue budgetary revision will be provided by use of existing surpluses and annual income growth from increased use of the JSS
  - The JSS will increase its reserves to ensure minimal liability is incurred by the Joint Authorities in any future circumstances.
  - A rebate of annual surplus attained by the JSS to the Joint Authorities will only commence once reserves have reached a pre-determined figure of £1.3 million (which is sufficient to cover all costs of closure, excluding the sale of stock). It is proposed that this rebate is paid to the four partner Authorities on a pro rata basis to the recorded turnover during the relevant trading period. This will be paid in September of the year following that trading period.
- 2.7 The projected reserves for the next five years, based on the mid case scenario of the budget projection, including the potential costs of modernisation and also including the current base year is presented below:

Projected Estimated Investments on Reserves (Estimated Surplus 2014-15 onwards) (£'000)						
	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Estimate Reserves 1 <sup>st</sup> April	(1,005)	(1,232)	(1,118)	(1,185)	(1,326)	(1,468)
Estimated surplus at year end	(227)	(149)	(142)	(136)	(136)	(146)
Costs of planned investment	0	263	75	(5)	(5)	(5)
(Surplus)/Deficit Net of Planned Investment Funding	(227)	114	(67)	(141)	(141)	(151)
Closing Estimate Reserve Balance 31 <sup>st</sup> March	(1,232)	(1,118)	(1,185)	(1,326)	(1,468)	(1,619)

#### 3. THE VISION FOR THE SERVICE

3.1 The JSS intends to be part of the future public sector procurement structure in Wales, building upon its experience and positive relationships with the broad range of service-users and developing the facility -through continuous modernisation. The JSS will also work with the National Procurement Service to investigate options to both tender and act as a distribution hub for a range of consumable products.

#### 3.2 **Objectives**

- 3.2.1 The overall aims of the JSS are:-
  - The retention (as a minimum) of the existing level of service-use by the joint authorities (Appendix 1).
  - Securing growth from the use of the service by the education sector in the Cardiff, Vale of Glamorgan and other South Wales authorities in addition to sustaining turnover in Swansea and Neath/Port Talbot areas, primarily from the supply of the existing catalogue range, which is known to reflect the requirements of the schools sector generally (Appendix 1a).
  - Investigation of supply opportunities with the National Procurement Service's planned framework of contracts.
  - Achieving a determined level of net reserves to ensure there is minimum liability on the Joint Authorities for future circumstances.
  - Rebating future annual surplus to the Joint Authorities to assist in loss of funding contributing to offset the national reductions in local authority funding.
- 3.2.2 This will be achieved through a number of key initiatives, which provide the content for future service delivery. These can be summarised as below.
  - Continuation of a single source supplier function, locally situated, to facilitate the acquisition of a broad range of commonly-required products across the range of front-line and support services and also schools within authorities.
  - Provision of multi content catalogue encompassing both electronic and printed media to meet the requirements of wide range of service users. A full electronic order and payment system is available.
  - An independent and objective reference service for customers in providing customer-support for product sourcing, product quality and usage, safety guidance and financial objectives.

- A professional and experienced supply chain facility supporting authorities' front-line service providers, typically Education and Social Services, undertaking (and managing) new builds/premises refurbishments, guiding on product selection, installation and budgetary advantage.
- An objective and knowledgeable partner and advisory facility, actively supporting the local sustainability agendas and policies of the participating authorities, by way of product guidance, sourcing principles including providing a range of ecological catalogue items highlighted by its own separate index and also interaction with Authority's own sustainability groups, such as BEES and ESDGC Beacon, supporting various schemes including Eco Schools and Healthy Schools programmes.
- 3.2.3 In order to ensure that these achievements are successfully undertaken, a Service Sales and Marketing Strategy has been developed and implemented to maintain and expand the current customer portfolio and trading turnover. This includes:
  - Continue to produce a single product catalogue for 2015/16, and each successive year. Currently 4,200 catalogues are produced and distributed.
  - Provide a requirement driven product range at competitive prices.
  - Maintain a fully functional web based ordering system, enhancing the Services marketing presence to its customer base.
  - Maintain a suite of e-procurement related facilities e.g. ePS, SIMS, electronic PDF catalogue version, generic catalogue file downloads.
  - The introduction of a range of budget product, Welsh Language and Sustainably friendly products in addition to normal stock range resulting from a combination of customer feedback, market analysis and Welsh Government policy
  - Assess feasibility of providing an enhanced product range to the education sector, specifically secondary school requirements.
  - Enhance already established contacts and form relationships with new customer groups.
  - Regular monitoring of existing and new customer use of the Service.
  - Enhance existing customer communications and promotional activities, expanding the e-marketing function.
  - Further develop supplier relationships to facilitate joint product initiatives, increasing promotional activity.
  - Maintain provision of non-catalogue bespoke sourcing activities.
  - Provide advice and guidance to customers for major projects and building refurbishment including project management, design, supply and installation whilst delivering a cost effective solution.

- Provide an initial dedicated 'new customer accounts' officer to provide advice and guidance
- Identifying new business opportunities in neighbouring Authorities and third sector organisations targeting business growth with minimal risk

### 3.3 **The Way Forward**

3.3.1 In order to continue achieving the overall objectives of the JSS as previously outlined, there is a necessity to undertake both a relocation of premises and continue the reviewed modernisation process of the organisation.

#### 3.4 **Relocation of Premises**

- 3.4.1 The condition of the current stores and office accommodation has deteriorated to a level where it is not economically viable to continue operating from the existing site.
- 3.4.2 Alternative options are being explored to re-locate the Business within the Bridgend area, which is considered ideal in terms of distribution logistics and maintains the current management links with Bridgend County Borough Council.
- 3.4.3 A project plan has been prepared to schedule the move which is planned for August 2015 to coincide with the quietest trading period, when schools are closed for summer vacation. A summary of the high level milestones is included below:

	Key Milestones	Start Dates (2014 unless stated)
1	Officer group approval to relocate	November
2	Requirements brief for property search	October
3	IT requirement & costing	October
4	Scanning of paperwork	October
5	Staff communication	October onwards
6	Disposal of obsolete stock (inc. chemicals)	January 2015
7	Communication (customer and suppliers)	February 2015
8	Surveys and reports	April 2015
9	Design and layout of new property	April 2015
10	Exit of building	August 2015
11	Project completion	August 2015
12	Review Operating Model (Wi-Fi stock control etc.)	Post move

3.4.4 The investment financing of premises, along with the remaining modernisation programme costs, (Appendix 2/2a) over the 5 year period will be provided by utilising

the existing previously committed reserves and from future year's surpluses. A breakdown of cost has been provided in the appendix.

- 3.4.5 A contingency of £40,000 has been included for any building adaptations if required and subsequent projected financial figures reflect this.
- 3.4.6 At present, the Joint Supplies Service does not have power under the current Constitution to incur capital expenditure or borrow money for the purchase of plant and the Constitution will need to be amended before future capital expenditure budgets are agreed.
- 3.4.7 Indicative annual costs for a new leased warehouse and office facility are included in Appendix 3.

### 3.5 **Continuing Modernisation Programme**

- 3.5.1 The modernisation programme was first approved in the 2010-11 Business Plan, of which, many elements have since been introduced enhancing Service provision. A brief summary of the key elements of the completed programme are as follows:
  - Multi-media content software driving both the printed and web based JSS catalogue.
  - Upgraded back office system software.
  - On-line card payment facilities supporting the Welsh Government Purchasing Card programme.
  - E-procurement enablement utilising the Welsh Government ePSWales programme.
  - E-invoicing for the customer base not using ePSWales.
  - Automated creditor cash posting systems for BACS payments.
- 3.5.2 It should be noted, some elements of the existing modernisation programme such as the replacement of existing fleet resources are no longer required with alternative practises being undertaken.
- 3.5.3 The remaining areas of modernisation to the Service can be summarised below:
  - Implementation of Warehouse & Distribution e-enablement
  - Purchase of fork lift trucks for internal and external use
  - Replacement of existing PC Hardware (NB: This a 3-4 year periodical cost).

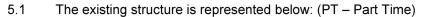
A breakdown of costs can be found alongside the relocation costs on Appendix 2/2a.

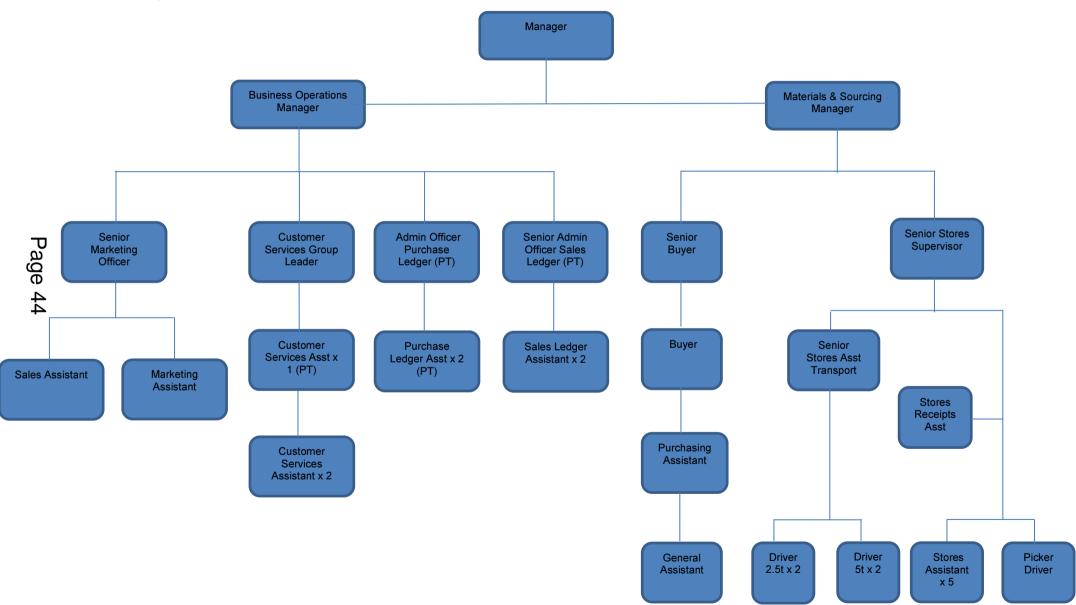
### 4. VALUES

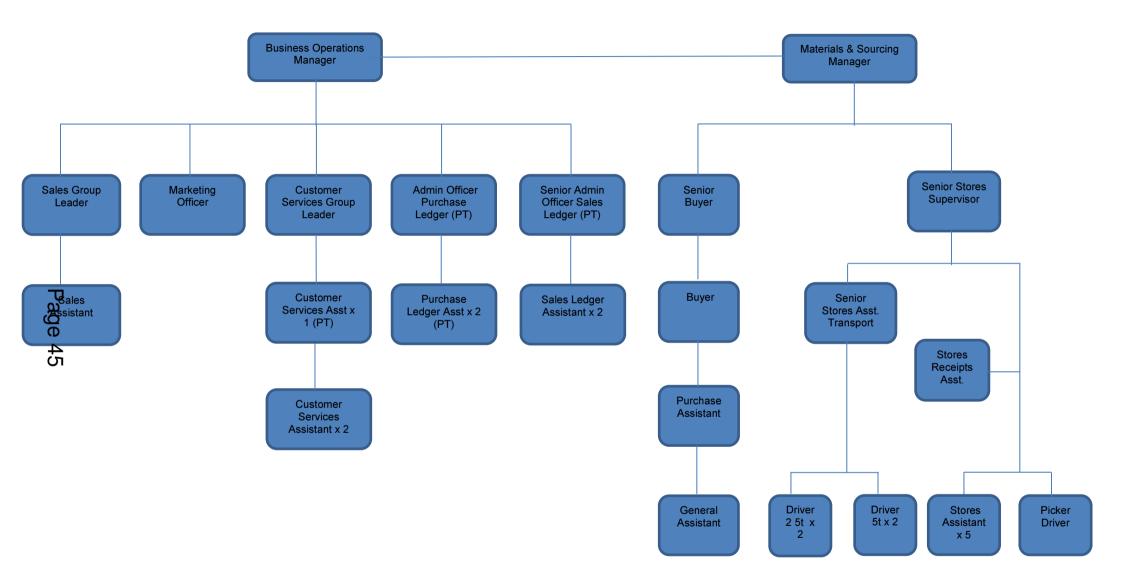
- 4.1 The JSS considers the role which is undertaken fulfils many of the objectives of both the authorities' Procurement Strategies and Welsh Government, being a good example of collaborative working, a local supply and advisory facility, a single-source of access for user-transacting, affording comparative value-for-money and increasingly participating in the electronic market place programme (ePSWales) as a major transaction supplier.
- 4.2 Specifically, the JSS assists each Authority and supports the Welsh Government procurement delivers its objectives of:
  - Efficiency and Value for Money.
    - Bulk delivery into a central stores facility taking advantage of economies of scale.
    - Redistribution of stock reflecting customer quantity requirements, passing on procurement savings compared to the open market.
    - Minimising transaction costs via a single source of supply for a broad ranging product base.
    - Maximising resources to be devolved to front line services by undertaking functions that would otherwise have to be directly supported by each of the Joint Authorities (Appendix 8).
  - Electronic Trading
    - Supporting an all Wales electronic market place via the JSS ePSWales catalogue, currently utilised by the Joint Authorities, participating All Wales schools and other local authorities and organisations.
    - Provision of a secure on-line website with shopping cart facility complimenting the existing printed catalogue.
    - Provision of an on-line searchable catalogue utilising page turning technology.
    - Supporting the Welsh Government Purchasing Card scheme by providing a secure on-line payment facility.
    - Electronically invoicing customers not participating in the ePSWales scheme.
  - Development of Sustainable Procurement and the 'Opening Doors' charter.
    - The JSS model represents both an example of collaborative arrangements and a Welsh SME, employing 33 staff from the surrounding regions.

- Subsequently assisting further Welsh based SME's via the following activities and resulting in Welsh based turnover of £756,000 in 2013-14 (Appendix 10):
  - Advertising tender opportunities above £25,000 through Sell2Wales.
  - Reviewing lot strategies to encourage SME's to tender in line with their capability and capacity which fall within their remit.
  - Regular attendance at authorities' 'Meet the Buyer' events.
- Reducing environmental impact and carbon footprint through bulk purchase of goods and single source supply of a varied product range.
- Providing a range of environmentally friendly products with a dedicated 'Green Catalogue Index' including a comprehensive range of EU Ecolabel janitorial items and regularly promoting our recycling range of goods with discounted pricing.

### 5. STRUCTURE







### 5.3 Structure Summary

- 5.3.1 The structure currently consists of 33 staff members, equivalent to 31.6 FTE.
- 5.3.2 Seven posts are currently vacant and these duties have been variously undertaken by existing employees and temporary agency staff.
- 5.3.3 The organisation is divided into two sections consisting of a Business Support Group and Materials & Sourcing Group overseen by a Manager post.
- 5.3.4 Each of the two groups comprise of several dedicated departments which are summarised as below:

#### 5.3.5 Business Support Group

Department	No of Staff	FTE	Vacant Posts
Manager	1	1	0
Customer Services	4	3.7	0
Marketing & Sales	3	3	1
Purchase Ledger	3	2.8	0
Sales Ledger	3	2.1	0
Total	14	12.6	1

#### 5.3.6 Materials & Sourcing Group

Department	No of Staff	FTE	Vacant Posts
Manager	1	1	0
Purchasing	4	4	1
Stores: Distribution	5	5	2
Stores: Warehouse	8	8	2
Total	18	18	5

#### 5.3.7 Proposed Restructure

In order to ensure further financial savings, it is proposed that the existing structure be amended to reflect current working practises, reducing the structure from 33 (31.6 FTE) staff to 32 (30.6 FTE) staff.

Proposed Post to be Deleted	Proposed New Post
Manager	None
Senior Marketing Officer	Marketing Officer (Enhanced existing post)
	Sales Officer

5.3.8 The net effect on the employee budget is presented below:

	Existing	Proposed
Manager	51,976	0
Business Operations Group	312,836	318,386
Materials & Sourcing Group	400,612	400,612
Total Cost (including overheads but excluding agency)	765,424	718,998

#### 5.4 **Constitution**

- 5.4.1 The JSS Constitution provided the framework within which the service operates. It includes hosting, governance and reporting arrangements, nature and level of services, cost apportionment and expectations and liabilities in the event of termination.
- 5.4.2 The Constitution is consistent with the Business Plan

### 6. STAKEHOLDERS

#### 6.1 **Partners**

6.1.1 The Service represents four partner Authorities, namely Bridgend, Caerphilly, Merthyr and Rhondda Cynon Taf County Borough Councils. Turnover from the four authorities formed 83.1% (£5,449,000) of the total turnover (£6,560,000) for the financial period 2013-14 summarised as a percentage breakdown of the authorities spend only in the table below:

Bridgend	Caerphilly	Merthyr Tydfil	Rhonda Cynon Taf
22.94%	28.94%	7.65%	40.47%

#### 6.2 Employees

6.2.1 A comprehensive breakdown of employees has been provided in 5 - Structure

#### 6.3 **Customers**

- 6.3.1 The JSS is allowed to trade with bodies recognised by the Local Authorities (Goods and Services) Act 1970. This is primarily split into three sectors corporate, educational and outside authority, with the majority of business concluded with establishments within the Joint Authorities.
- 6.3.2 During the trading year of 2013-14, the JSS supplied goods to 1,990 customers.
- 6.3.3 A summary of turnover by these sectors is provided in Appendix 6
- 6.3.4 A summary of schools supplied by the JSS is provided Appendix 7

#### 6.4 **Suppliers**

6.4.1 The following information is based on suppliers that the JSS has used to procure goods and services from during the financial period 2013-14

No of Suppliers:	284
Total Turnover:	£5,256,013
Welsh Based Turnover:	£756,000 (14.4%)

### 7. KEYACHIEVEMENTS

- 7.1 Despite the reduction in budgets in the four partner Authorities, growth in turnover has been achieved through realisation of the sales and marketing strategy, with recent business development in Cardiff, Neath Port Talbot, Newport Swansea and the Vale of Glamorgan Councils, South Wales Police and Housing Associations including Gwalia, RCT Homes and Valleys2 Coast (Appendix 1a).
- 7.2 The investment in service modernisation, in particular integrated ICT systems, the introduction of vehicle tracker systems and the introduction of enhanced e-procurement (development of the Service Website, creation of an electronic catalogue on the ePS hub and the facility to accept purchasing cards) has resulted in the operation to become more efficient and enabled the re-structuring of the service in 2012, which has led to a reduction from 41 to 33 staff within the service.
- 7.3 The combined effect of increased business growth and reduced operating costs has produced significant year on year surpluses since 2012, the cumulative effect of which is an overall reserve as at 31<sup>st</sup> March 2014 of £1,005,000.
- 7.4 Collaboration with the Joint Authorities on a number of educational and corporate projects over the past five years, providing guidance on product selection and installation while utilising existing JSS framework contracts and providing cost benefits on over a million pounds of expenditure.
- 7.5 Provision of a bespoke product sourcing service for non-catalogue items, accounting for a quarter of all catalogue direct turnover, including providing advice and guidance thus allowing for maximum utilisation of resources for the Joint Authorities' own front line services (Appendix 8).

### 8. PRIORITIES

- 8.1 The current and future key Service priorities of the JSS include:
  - Provide an ongoing value for money service, with satisfactory service levels to existing customers thereby maintaining the existing customer base and trading turnover. A suite of Key Performance Indicators has been developed which will be reviewed by the Officer Group and reported at least annually to the JSS Management Committee.
  - Ensuring that product selection and price competiveness reflects the requirements of the customer base. This will be measured by benchmarking with key competitors such as ESPO and The Consortium.
  - Relocate the premises in 2015 to one which optimises logistics based on projected business growth opportunities, minimises additional operating costs and offers flexibility for future business development.
  - Continue to make a trading surplus of £137,000 per year as indicated in Appendix 4
  - Review and invest in further modernisation to improve service efficiency, as detailed in Appenices 2/2a
  - Review options to secure new business growth with minimal risk, in particular, focussing on:
    - Increasing turnover in education establishments in Blaenau Gwent, Carmarthenshire, Newport and Swansea.
    - Securing enhanced business resulting from the re-tender of the Welsh Purchasing Consortium Educational Aids contract
    - Targeting Welsh Government grant funded initiatives such as Flying Start, together with the 21<sup>st</sup> Century Schools modernisation programme in South Wales.
  - Attain a pre-determined level of reserves of £1.3million and rebate surplus annual income to the Joint Authorities based on the previous financial year's turnover.
  - Involvement with the NPS future framework of contracts as a distributor or customer.
- 8.2 An Action Plan has been produced summarising the above priorities' objectives, method of measurement and time frames in Appendix 11.

### 9. RESOURCES

9.1 The JSS currently has accumulated net reserves to the value of £1,005,000 with a breakdown of the cash and assets as at 31<sup>st</sup> March 2014 summarised below:

Cash & Assets Held at 31st March 2014 (£'000)			
Current Assets			
Inventories	392		
Short Term Debtors	898		
Cash	425		
Current Liabilities			
Short Term Creditors	(710)		
Total Reserves	1,005		

9.2 The projected impact on reserves over the next five years (including the base year of 2014-15), based on the mid case scenario, is presented below:

Financial Projection – Mid Case Scenario						
	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Estimate Reserves 1 <sup>st</sup> April	(1,005)	(1,232)	(1,118)	(1,185)	(1,326)	(1,468)
Estimated surplus at year end	(227)	(149)	(142)	(136)	(136)	(146)
Costs of planned investment	0	263	75	(5)	(5)	(5)
(Surplus)/Deficit Net of Planned Investment Funding	(227)	114	(67)	(141)	(141)	(151)
Closing Estimate Reserve Balance 31 <sup>st</sup> March	(1,232)	(1,118)	(1,185)	(1,326)	(1,468)	(1,619)

- 9.3 It is proposed that funding for the JSS modernisation programme, specifically the relocation of the business and associated costs, is financed from further accumulated reserves of the base year and 2015-16, ensuring the existing reserve of £1,005,000 remains intact.
- 9.4 Further resources to support the growth plan would be introduced on a progressive basis, relative to the rate of expansion and by way of temporary or fixed-term contract arrangements.

### 10. KEY RISKS AND OTHER ASSUMPTIONS

### 10.1 Identified Risks

Risk	Priority (Impact	Mitigation
	and Likelihood)	
Failure to maintain existing	Medium	New Business development
levels of turnover and customer		(Appendix 1a)
commitment**		Competitive pricing strategy
		(Appendix 5)
Site, additional revenue	Low	Costs will have been finalised and
implications as a consequence		assessed prior to commitment.
of building relocation		Additional costs have been taken
requirement which will be		into account in the trading position
effective in August 2015. This is		(Appendix 2).
detailed in Appendix 2a.		
Failure to maintain service levels	Low	Service level KPI's are reported to
impacting on customer support		each JSS Management Committee.
		(Appendix 9)
** Dials identified due to:		

\*\* Risk identified due to:

- Public Sector Finance implications.
- Growth of alternative Welsh public sector based supply arrangements, most notably, the National Procurement Service in Wales.
- Competition generally public/private sector.
- 10.2 Levels of risk are also mitigated by the annual undertaking and assurance of both independent internal and external auditing of operational policies, which are reported to the JSS Management Committee.

### 10.3 Other Key Assumptions

- Continued support of the four joint authorities.
- Finalising the modernisation programme is core to a continuing service.
- Existing schools' customers require the JSS to continue (evidenced).
- Single source supply is the preferred/most cost effective function.
- Preferred local supply solutions with associated sustainability benefits.
- Support for existing and future local employment opportunity.
- Recognition that the JSS facility is beyond that of a basic catalogue-supply function, adding value to the overall procurement process.
- The education budget is ring fenced for the duration of the plan.

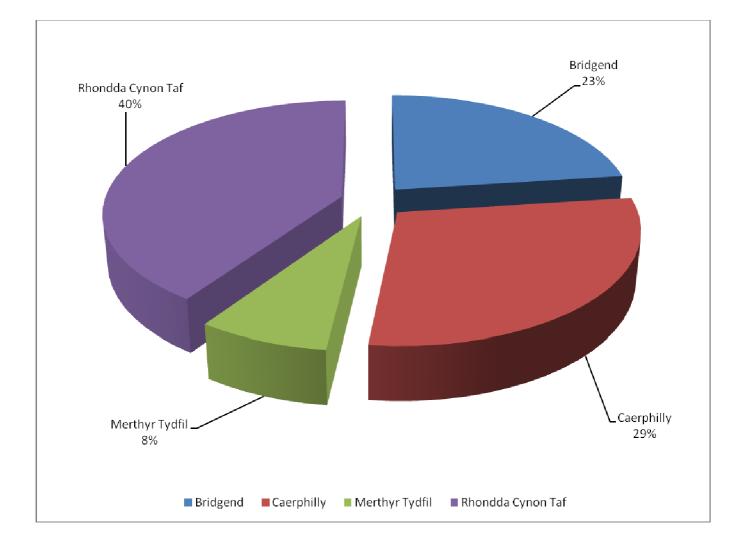
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### **Supply to Joint Authorities**

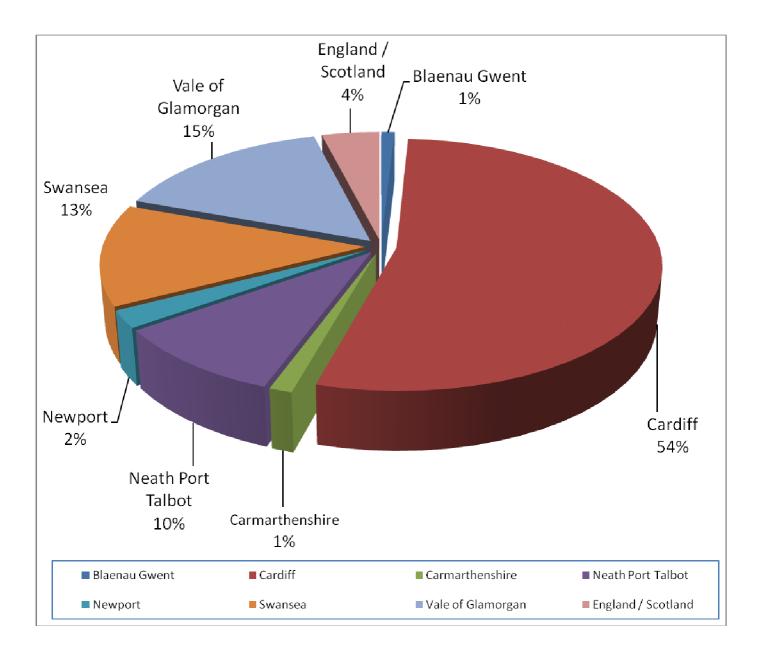
	Peri	od 2013-14 (£'000)	
Local Authority	Education	Corporate	Total
Bridgend	704	546	1,250
Caerphilly	879	698	1,577
Merthyr Tydfil	279	138	417
Rhondda Cynon Taf	1,111	1,094	2,205
	2,973	2,476	5,449



# Appendix 1a

### Business Growth - Supply to Other Local Authorities / Areas

		Period: 2013	8-14 (£'000)	
Local Authority / Area	Education	Corporate	Other	Total
Blaenau Gwent	7	1	1	9
Cardiff	384	131	5	520
Carmarthenshire	11	0	1	12
Neath Port Talbot	91	2	0	93
Newport	18	4	0	22
Swansea	120	5	2	127
Vale of Glamorgan	139	9	2	150
England / Scotland	35	0	4	39
	805	152	15	972



### **Potential Investment Programme – Financial Projection Summary**

			£'000	)		
	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Modernisation	0	0	70	0	0	0
Moving costs						
Racking (i)	0	170	0	0	0	0
Transport Costs	0	10	0	0	0	0
IT Infrastructure	0	10	0	0	0	0
Building Modernisation Contingency (i)	0	40	0	0	0	0
Operational Equipment (ii & iii)	0	33	10	0	0	0
Savings from cessation of forklift lease	0	0	(5)	(5)	(5)	(5)
Total	0	263	75	(5)	(5)	(5)

(i) Dependent on new premises leased facilities.

(ii) Replacement of fork lift trucks (internal x2 and external). Savings accumulated in succeeding years from existing rental costs.

(iii) Replacement of existing IT Hardware on three year cycle – off-set by 5.5k savings from existing lease of fork lift.

Overall Potential Investment over 5 year period: £323,000

Includes £88,000 previously committed from Accumulated Reserves

### Potential Investment Programme Breakdown – Financial Projection

Project	Impact/Other	Timescale	Cost
Associated Moving Costs			
IT Infrastructure * NB: this presupposes that accommodation is not enabled with network cabling.	Includes requirements for broadband communications line, new switch cabinet, 25 double cable drop points and IT transport costs.	<b>2015/16</b> June-July 2015	£10,000
Racking for new stores * NB: this presupposes that accommodation would not have racking in place.	Based on existing requirements with a small increase in racking space for expansion purposes. Existing costs could be off-set by sale of current racking as scrap metal.	<b>2015/16</b> June-July 2015	£170,000
Building Modernisation Contingency NB: New premises dependent.	Contingency for building operational requirements dependent on level of facilities available at new premises.	<b>2015/16</b> May-July 2015	£40,000
Transport of existing inventory stock holding and office furniture / filing	Requirements for large scale transportation of inventory to new warehouse and also associated office resources including furniture and filing systems via traditional removal company.	<b>2015/16</b> July-August 2015	£10,000
Service Modernisation Operational Equipment Fork Lift Trucks 2 x Internal, 1 x External (Currently leasing external truck at cost of 5.5k p.a.)	Renewal of existing lifting equipment (15-year "life" cycle)	<b>2015/16</b> June-August 2015	£30,000
IT Systems Warehouse modernisation: IT Systems	Implementation of a Wi-Fi enabled warehouse utilising inventory bar coding and associated hand held devices for enhanced stock control and electronic proof of deliveries.	<b>2016/17</b> April-August 2016	£70,000
Upgrade of IT hardware as part of 3 yearly replacement programme.	Periodical requirement for updating existing IT PC's and associated equipment. Normally funded from the respective financial year's trading and income budget.	<b>2016/17</b> April-May 2016	£10,000

### Financial Projection – New Premises Annual Expenditure

Requireme	ent	Forecast Cost P/A £'000	Current Apportionment Cost P/A £'000	Assumptions / Comments
Building Re	ental	62	0	Warehouse & office footprint of 20,000 sq. ft. with rental costs of £3.00 per sq. ft.
National No	on Domestic Rates (NNDR)	31	34	
Utilities				
	Gas	15	15	
	Electricity	11	11	1. New premises have supply of both gas and electricity.
	Water	4	3	2. Energy efficiencies resulting from modern facilities offset additional costs from larger premises.
	Sewerage	1	1	
Waste Disp	oosal	2	2	
Security		3 *	3	* Security costs responsibility dependent on lease agreement
Maintenand	ce	5 *	15	* Maintenance costs responsibility dependent on lease agreement
Total		125 / 133	84	

Worse Case: Service Budget Projection – 5 Year Period to 2019-20 £'000								
	Base Budget							
	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20		
Expenditure								
Fixed (i)	1,218	1,273	1,268	1,268	1,263	1,263		
Variable (ii)	25	25	25	25	25	25		
Total Expenditure	1,243	1,298	1,293	1,293	1,288	1,288		
Income								
Corporate % Spend (14/15 To Date) (iii)	28.68	28.68	28.68	28.68	28.68	28.68		
Corporate Income (-6% over 3 years) (iv)	(383)	(360)	(338)	(318)	(299)	(299)		
Non Corporate Income	(952)	(952)	(952)	(952)	(952)	(952)		
Growth (v)		0	0	0	0	0		
Total Trading Income	(1,335)	(1,312)	(1,290)	(1,270)	(1,251)	(1,251)		
Non-Trading	(120)	(100)	(100)	(100)	(100)	(100)		
Total Income	(1,455)	(1,412)	(1,390)	(1,370)	(1,351)	(1,351)		
Net Budget	(212)	(114)	(97)	(77)	(63)	(63)		

Key Assumptions

- (i) Excludes budget for frozen CBS Manager Post
- (ii) Additional resources required for existing increase in Cardiff & Vale of Glamorgan turnover and future growth where applicable (5k increase per 30k growth to variable, 5k deduction per 30k contraction to fixed).
- (iii) Financial budget reductions based on Corporate spend only at current % of overall turnover to date 28.68%
- (iv) Financial budget reduction percentages based on BCBC Mid Term Financial Summary projections of changes in aggregate external funding.

### **Service Budget Projection**

	Base Budget					
	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Expenditure						
Fixed (i)	1,218	1,273	1,273	1,273	1,268	1,268
Variable (ii)	25	25	25	25	25	25
Total Expenditure	1,243	1,298	1,298	1,298	1,293	1,293
Income						
Corporate % Spend (14/15 To Date)	28.68	28.68	28.68	28.68	28.68	28.68
Corporate Income (-4.5% over 3 years)	(387)	(374)	(357)	(341)	(326)	(326)
Non Corporate Income	(963)	(963)	(963)	(963)	(963)	(963)
Growth		(10)	(20)	(30)	(40)	(50)
Total Trading Income	(1,350)	(1,347)	(1,340)	(1,334)	(1,329)	(1,339)
Non-Trading	(120)	(100)	(100)	(100)	(100)	(100)
Total Income	(1,470)	(1,447)	(1,440)	(1,434)	(1,429)	(1,439)
Net Budget	(227)	(149)	(142)	(136)	(136)	(146)

**Key Assumptions** 

(i) Excludes budget for frozen CBS Manager Post

(ii) Additional resources required for existing increase in Cardiff & Vale of Glamorgan turnover and future growth where applicable (5k increase per 30k growth to variable, 5k deduction per 30k contraction to fixed).

(iii) Financial budget reductions based on Corporate spend only at current % of overall turnover to date - 28.68%

(iv) Financial budget reduction percentages based on BCBC Mid Term Financial Summary projections of changes in aggregate external funding.

### **Service Budget Projection**

	Base Budget					
	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Expenditure						
Fixed (i)	1,218	1,273	1,273	1,273	1,273	1,273
Variable (ii)	25	25	25	25	25	30
Total Expenditure	1,243	1,298	1,298	1,298	1,298	1,303
Income						
Corporate % Spend (14/15 To Date)	28.68	28.68	28.68	28.68	28.68	28.68
Corporate Income (-3% over 3 years)	(393)	(381)	(370)	(359)	(348)	(348)
Non Corporate Income	(977)	(977)	(977)	(977)	(977)	(977)
Growth		(15)	(30)	(45)	(60)	(75)
Total Trading Income	(1,370)	(1,373)	(1,377)	(1,381)	(1,385)	(1,400)
Non-Trading	(120)	(100)	(100)	(100)	(100)	(100)
Total Income	(1,490)	(1,473)	(1,477)	(1,481)	(1,485)	(1,500)
Net Budget	(247)	(175)	(179)	(183)	(187)	(197)

### **Key Assumptions**

- (i) Excludes budget for frozen CBS Manager Post
- (ii) Additional resources required for existing increase in Cardiff & Vale of Glamorgan turnover and future growth where applicable (5k increase per 30k growth to variable, 5k deduction per 30k contraction to fixed).
- (iii) Financial budget reductions based on Corporate spend only at current % of overall turnover to date 28.68%
   (iv) Financial budget reduction percentages based on BCBC Mid Term Financial Summary projections of changes in aggregate external funding.

(v) Income of every £5k would equate to £20k of stock turnover based on average 32% on-cost.

### **JSS Price Benchmarking**

Product Group	JSS Annual Turnover (Comparison Items Only)	Direct Consortia Competitor
Education Curriculum Materials	£195k	-0.76%
Paper (core-white)	£289k	-11.91%
Stationery - General	£421k	+1.49%
Janitorial	£890k	-1.35%

### Key

- + JSS Price Disadvantage
- JSS Price Advantage

Prices based on 2014/15 catalogue against the nearest competitive supplies organisation.

### Service Delivery Information – Customer Type

Sector	Sub Sector	Turnover 2013-14 (£'000's)	% of Overall Turnover
Education	Comprehensive	1,127	
	Primary	2,638	
	Nursery Other	11 247	
	Other	4,023	61.3
		4,025	01.5
Corporate	Chief Executives	13	
•	Direct Services	464	
	Education	273	
	Environmental	34	
	Finance	25	
	Highways & Trans	27	
	IT	70	
	Legal	9	
	Leisure Services	89	
	Libraries	26	
	Other	649	
	Social Services		
		2,381	36.3
Outside Authority	Careers	3	
· · · · · · · · · · · · · · · · · · ·	Colleges	24	
	Housing Associations	19	
	Miscellaneous	81	
	Playgroups	14	
	Probation	1	
	South Wales Police	12	
	Universities	2	
		156	2.4
Total		6,560	

### Service Delivery Information – Educational Sector

Area	S	econdary	ry Primary			Nursery
	No.	Turnover	No.	Turnover	No.	Turnover
		(£'000)		(£'000)		(£,000)
Joint Authority Schools						
Bridgend	12	233	59	470	1	1
Caerphilly	16	234	82	645		
Merthyr Tydfil	6	67	26	208	6	4
RCT	22	325	121	782	2	4
Other Local Authorities						
Blaenau Gwent			2	7		
Cardiff	19	150	69	231	1	1
Carmarthenshire	2	1	16	8		
Monmouthshire			3	1		
Neath Port Talbot	9	15	49	76		
Newport	5	1	12	17		
Swansea	13	52	41	68		
Torfaen			3	1		
Vale of Glamorgan	7	40	42	99	2	1
England & Scotland	15	9	49	25		
Totals	126	1,127	573	2,638	12	11

### Additional Service Provision

The core service content of the JSS arrangement is the catalogue product supply function which, in terms of resources, directly requires 90% of the staff time to undertake.

Summarised below are the additional, added value, services undertaken by the JSS on behalf of customers/authorities.

The JSS relates to the broad range of service providers within authorities.

Service Description	Scope	Resources (JSS Current)
Non-catalogue product enquiries – product sourcing, possible site	All Customer Groups	Customer Support
visits/supplier arrangement, product guidance/comparison,		Buyers
formal/informal price quotation to meet customer preference.	Average 400/450 enquiries/response per	Equivalent to 2.0/2.5 FTE minimum
	month.	
General objective advice, guidance and instruction to customers in	All Customer Groups	Customer Support
regard products, H&S, procedures and 'signposting' (usually to		Buyers
Procurement Units).	Average 150/200 per month.	Support Services
		Equivalent to 0.5 FTE minimum
Commissioned to undertake new build/refurbishment of premises,	Usually Education and Social/Personal	Customer Support
typically schools, residential, Day Centres, office general/specific.	Services but could extend over other services	Buyers
Requires guidance on 'product menus', best fit, H&S related, site		Sales
visits, supplier management.	Variable, requirement budget-driven.	Equivalent to 0.5/1.0 FTE minimum
Typically furniture, floor-covering, white goods and		
curriculum/teaching.		

Service Description	Scope	Resources (JSS Current)
Support authority service-specific promotional requirements,	Various Customer Groups	Customer Support
training and conferences.		Advisory
Support work with ESIS/educational groups, to provide curriculum		
market knowledge and developments. demonstrations, attendance		Equivalent to 0.25 FTE
at various events.		
Sustainability Implementation Initiatives, support/advise/guide	Various Customer Groups	Customer Support
authorities, attend events and workshops in relation		Advisory
to SD issues in the context of related product advisory and		
demonstration i.e. Procurement, Energy Officers and Education.		Equivalent to 0.25 FTE
Customer enquiries which whilst related to the designated	Various Customer Groups	Customer Support
catalogue-supplier activity will still require input from Proc Units to		
support customer issues.	Average 900-1000 telephone enquiries	Equivalent to 0.5 FTE
	monthly of which an estimated 20% (180-200)	
	will require support additional to supplier	
	arrangements.	
		Total Resource Assessment
		(minimum) 4.0/5.0 FTE

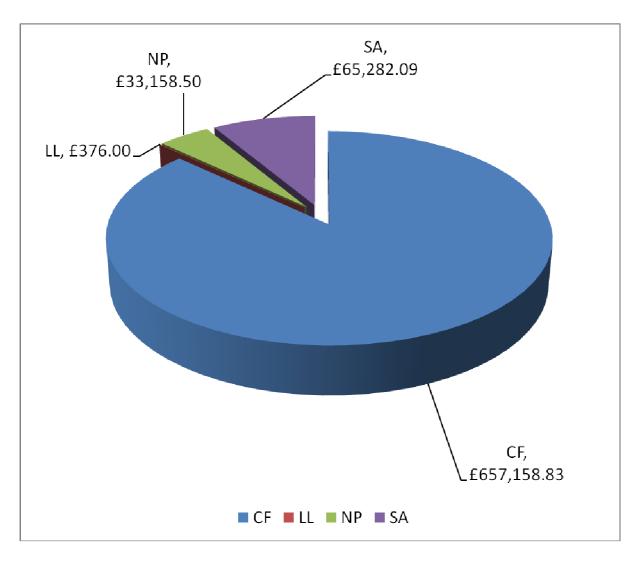
The above excludes any enquiries which will be directed to Authorities with the introduction of any alternative/replacement supply arrangements i.e. the inevitable 'signposting' for customers.

### Service Key Performance Indicators

	Performance Indicator	Report Period
a)	Achievement/improvement of newly developed key performance indicators.	Report to Joint Management Committee in February, June and September each year.
b)	Maintaining existing sales and net income	Monthly report to Officers and report to Joint Management Committee in February, June and September each year.
c)	Management of operational costs within agreed budget for respective period.	Monthly Review with Officers and report to Joint Management Committee in February, June and September each year.
d)	Overall comparative price competitiveness evidenced by catalogue price benchmarking.	Annual Report to Joint Management Committee.
e)	Sustained quality of service delivery assessed by annual customer survey.	Annual report to Joint Management Committee.

### Procurement with Local (Welsh) Suppliers

Post Code Area	Turnover 2013-14
CF	£657,158.83
LL	£376.00
NP	£33,158.50
SA	£65,282.09
Grand Total	£755,975.42



# **Action Plan**

Objective	Measurement	Period
-		
Continuation of effective Service provision	Recognised Key Performance Indicators as outlined in Appendix 9	Service Performance Report 3 x year
	Customer survey detailing response feedback of product selection, service provision, price competiveness etc.	Annual – Report September
Price competiveness	Benchmarking of catalogue pricing based on product ranges against similar trading models e.g. ESPO, NPS framework contracts etc.	Annual – Report September
Achieve a pre-determined level of reserves ensuring minimum liability on the Joint Authorities.	Attain a net reserve of £1,300,000 from recurring annual surpluses.	Minimum level of reserves target period: 2017-18
Secure new business growth through non Joint Authority South Wales educational areas and establishments covered under the Goods and Services Act via the Sales & Marketing strategy and promotion of the Service.		Annual – Report June
Relocation of the Service due to current premises sustainability and the future development of the BCBC Waterton Master Plan.		April - August 2015

Achievement of minimum level of reserves and annual rebate of future surplus to Joint Authorities.	Attain an annual net surplus of £137,000 once an overall pre-determined net surplus of reserves has been achieved and rebate to the Joint Authorities based on percentage of annual turnover from each authority.	Annual after this date.
Involvement in the National Procurement Service suite of contracts.	Successful tender award on suitable framework contracts	Service Performance Report 3 x year as and when contracts are advertised.
All Wales Educational Aids contract	Successful tender award for part or full lot areas of the contract	Target Date: Late 2015
<ul> <li>Continuation of project work with the Joint Authorities via:         <ul> <li>21<sup>st</sup> Century Schools modernisation programme</li> <li>WG grant funded initiatives e.g. Flying Start</li> </ul> </li> </ul>	ensuring provision of advice, guidance,	3 x year as and when projects

# Agenda Item 5



# **CABINET – 1ST APRIL 2015**

# SUBJECT: CONSULTATION - PROPOSED ADMISSION ARRANGEMENTS 2016/2017

# REPORT BY: ACTING DEPUTY CHIEF EXECUTIVE

- 1.1 The report was considered by the Education for Life Scrutiny Committee on the 24th February 2015.
- 1.2 The report advised of the proposed changes to the schools admission arrangements for the academic year 2016/17 and provided an opportunity for the Scrutiny Committee to comment on the proposals as part of the consultation process before recommendations are considered by Cabinet.
- 1.3 Members are consulted annually regarding the proposed admission arrangements. The only significant changes proposed for 2016/17 related to Secondary School Rationalisation Phase 1 Islwyn West (P10 of the attached admission arrangements).
- 1.4 The consultation has been conducted with all Headteachers, Chairs of Governors and neighbouring Local Authorities, as well as CCBC's Admission Forum and Scrutiny Committee.
- 1.5 In accordance with paragraph 2.10 of the Code, the admission arrangements must be determined by 15th April 2015.
- 1.6 Following detailed consideration, Members noted the identified proposals as outlined in the report and that it would now be presented to Cabinet for consideration on 1st April 2015.
- 1.7 Members are asked to consider the recommendation.
- Author: Charlotte Evans, Committee Services Officer

Appendices:

Appendix 1 The Education for Life Scrutiny Committee Report dated 24th February 2015

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# EDUCATION FOR LIFE SCRUTINY COMMITTEE – 24TH FEBRUARY 2015

# SUBJECT: CONSULTATION – PROPOSED ADMISSION ARRANGEMENTS 2016/2017

# **REPORT BY: ACTING DEPUTY CHIEF EXECUTIVE**

## 1. PURPOSE OF REPORT

- 1.1 To consult Members on the proposed changes to the schools admission arrangements for the academic year 2016/2017.
- 1.2 To give Scrutiny Members the opportunity to comment on proposals as part of the consultation process before recommendations are considered by Cabinet at its meeting on 1 April 2015.

#### 2. LINKS TO STRATEGY

2.1 Ensuring that the Authority's admission arrangements are reviewed to meet the needs of schools and the Authority and comply with relevant legislation.

## 3. THE REPORT

- 3.1 Members will recall that they are consulted annually regarding the proposed admission arrangements. The only significant changes proposed for 2016/17 relates to Secondary School Rationalisation Phase 1 Islwyn West (Page 10 of the attached admission arrangements).
- 3.2 The consultation process has been taking place over the last couple of months and ends on 1st March in accordance with the school admissions Code. Consultees have included all Headteachers, all Chairs of Governors and all neighbouring LA's, as well as CCBC's Admission Forum and Scrutiny Committee.
- 3.3 In accordance with paragraph 2.10 of the Code, the admission arrangements must be determined by 15 April and will be considered by Cabinet at its meeting on 1 April 2015.

#### 4. EQUALITIES IMPLICATIONS

4.1 The admission arrangements for 2016/17 have been assessed and no negative impact has been identified. The arrangements note compliance with current Equalities, Human Rights and Welsh Language legislation.

#### 5. FINANCIAL IMPLICATIONS

5.1 None.

# 6. PERSONNEL IMPLICATIONS

6.1 None.

# 7. CONSULTATIONS

- 7.1 The Admission Forum meets termly to review all admission arrangements and procedures.
- 7.2 Other consultees are as outlined below and as stated in the report.

#### 8. **RECOMMENDATIONS**

8.1 Members are asked to consider the report and provide any comments as part of the consultation process.

## 9. REASONS FOR THE RECOMMENDATIONS

9.1 To ensure agreed changes are implemented for the 2016/17 academic year.

## 10. STATUTORY POWER

- 10.1 The School Admissions Code (2013) and Schools Admissions Appeal Code (2013).
- Author: Andrea West, School Admissions and Exclusions Manager E-mail: westam@caerphilly.gov.uk Consultees: Sandra Aspinall, Acting Deputy Chief Executive Tony Maher, Assistant Director, Planning & Strategy Keri Cole, Manager, Learning Education & Inclusion Bleddyn Hopkins, Assistant Director, 21st Century Schools Councillor R Passmore, Cabinet Member, Education and Lifelong Learning Sue Richards, Principal Officer, Finance Lynne Donovan, Personnel Manager David Thomas. Senior Policy Officer Susan Ead, Legal Services School Admission Forum Headteachers and Chairs of Governors, CCBC schools Neighbouring LA's

Appendices:

Appendix: Proposed Admission Arrangements For 2016/17



**Directorate of Education and Lifelong Learning** 

# Admission Arrangements For 2016/17

**Directorate of Education and Lifelong Learning** 

Changing Lives, Building Futures • Newid Bywydau, Creu Dyfodol

# Primary & Secondary Education Admission & Transfer Arrangements

In line with the School Standards and Framework Act 1998, subsequent legislative updates and Welsh Governments (WG's) Schools Admissions Code, these admission arrangements will aim to ensure that:

- Parent's preference for the schools of their choice is considered in the context of a legislative framework, which has regard to the provision of efficient education and the efficient use of resources;
- Admissions criteria are clear, fair and objective, for the benefit of all children including children with special educational needs or with disabilities;
- Local admission arrangements contribute to improving standards;
- The Local Authority (LA) consults with neighbouring Admission authorities and coordinates arrangements, including the rapid reintegration wherever reasonable of children who have been excluded from other schools;
- Parents have easy access to helpful admissions information;
- The LA's admission arrangements seek to achieve full compliance with all relevant legislation and guidance, including legislation on infant class sizes and equal opportunities (Equalities Act 2010, the Human Rights Act 1998 and the Welsh Language Act 1993) and take full account of the guidance in the Code issued by the Welsh Government;
- The Equality Act 2010 and Caerphilly County Borough Council's (CCBC) Strategic Equality Plan emphasises the legal general duty the Council and its partners have to:-
  - Eliminate unlawful discrimination.
  - Promote equal opportunities.
  - Promote good relations and mutual respect.
- This Council will work actively against discrimination and seek to create equal access to its services for all, irrespective of ethnic origin, sex, age, marital status, sexual orientation, disability, gender reassignment, religious beliefs or non-belief, language, nationality, responsibility for any dependents or any other reason which cannot be shown to be justified.

# **Choosing a School**

The entry of children to schools is controlled and administered by an 'Admissions Authority'. In the case of Community Schools, this is the Caerphilly County Borough Council (the LA). In the case of the one Voluntary Aided School (St. Helen's Roman Catholic Primary School) and one Foundation School (Cwmcarn High School) the Admissions Authority is the Governing Body of the school. Within the County Borough, each school has an area that it traditionally serves called the "catchment area". In line with legislation, LA's must allow all parents the opportunity to express a preference for the school they wish their child to attend.

# Pupils who reside within a defined catchment area of a school do not have an automatic right to attend that school. A written application must be made and the placements will be allocated in accordance with the LA's admissions procedure.

Parents may exercise their right to express a preference at the following times:

- on admission to an infant school or the infant department of a primary school. Nursery admissions are dealt with in Section 1.2.
- on transfer from infant to junior school or infant school to junior department of a primary school.
- on transfer from junior or primary to secondary school.
- when parents wish to transfer their child from one school to another.

Parents may also express a preference for their child to attend a Voluntary Aided School or a Foundation School.

The LA (in the case of Community Schools) and School Governing Body (in the case of Voluntary Aided and Foundation Schools) must comply with any preference, which is expressed, provided there is room within the school. However the decision to admit pupils, must take account of:-

- the overall provision of efficient education and efficient use of resources.
- whether it is a co-educational or single sex school.
- Section 87 of the School Standards and Framework Act 1998 (and subsequent legislative updates and WGs schools Admissions Code), which also allows an admission authority to refuse to comply with parental preference for a period of two years following a second or subsequent exclusion.
- where to admit would be incompatible with the duty to meet Infant class size limit of 30 because the admission would require measures to be taken to comply with those limits which would cause prejudice to efficient education or efficient use of resources.

The local catchment areas for schools providing primary education are normally grouped together to form a linked catchment area for each maintained secondary school.

# Admission or attendance of pupils at the feeder junior / primary school does not provide automatic entry to the chosen secondary school. All parents are required to complete admission forms at the appropriate time.

All schools within the LA aim to provide their pupils with an educational opportunity, which is best suited to each individual child. Some pupils will, however, have learning needs requiring special educational provision. In some instances parents will already be receiving specialist support and guidance regarding the choice of school for their child.

All parents, however, are encouraged to discuss possible areas of concern with their local Headteacher who may then seek specialist advice.

# Welsh Medium Schools

All of the above arrangements apply equally to Welsh Medium schools within the Authority. Admission to Welsh medium primary schools is not dependent upon the parents or pupils being fluent Welsh speakers.

There are currently 11 Welsh medium primary schools within the LA whose catchment areas cover the entire LA's boundary and are not restricted to the catchment areas of the local English medium school. Ysgol Gyfun Cwm Rhymni will provide Welsh medium secondary education to all CCBC resident pupils, subject to parental preference.

# **Admission Limit**

All maintained schools will admit pupils up to their admissions number.

A child will normally be offered admission to the school of the parents' preference unless applications exceed the admission number, when this occurs all applications for that school will be assessed against the oversubscription criteria.

The normal ages for admission to CCBC schools are:-

- Age 3/4 in Nursery
- Age 4/5 in Infant and Primary Schools
- Age 7/8 in Junior Schools;
- Age 11/12 in Secondary Schools.

The LA's policy is to provide all 3/4 year old children in the Caerphilly County Borough an entitlement to a funded part-time nursery place at their local infant or primary school.

# Oversubscription Criteria - these apply to all admissions to oversubscribed schools

- 1. Looked After Children (children in public care) and those who were previously Looked After Children.
- 2. Those children who live in the school's catchment area on or before the published closing date.
- 3. Children recommended for placement for medical, psychological or special educational reasons. These must be confirmed by the LA's professional advisers.
- 4. Children with siblings (brothers and sisters) living in the same household attending the school in September 2016. The sibling must be of statutory school age. A sibling is a child who is the brother/sister, half brother/sister (children who share on common parent), step brother/sister where two children are related by marriage. This definition also includes adopted or fostered children living at the same address.
- 5. After taking account of the above categories, priority will be based on the closeness to the school measured by the LA's G.I.S (Geographical Information System) database. Distance is measured from the nearest entrance or gate of the home to the nearest gate or entrance of the school. If the LA has the situation where any home addresses calculate the same distance then a trundle wheel will be used to establish the nearest address. When considering whether a child lives in a school's catchment area, the address considered is that of the parent or legal guardian, irrespective of a family's domestic arrangements. i.e. the address of another relative or childminder etc. must not be given. In certain cases it may be necessary to provide evidence relating to the child(ren) in question, to show the home address of the child(ren).

Children of UK service personnel will be treated as in catchment if their application form is accompanied by an official Ministry of Defence (MOD) letter declaring a definite return date and confirmation of the new address.

Pupils from outside the school's catchment area will be admitted in accordance with parental preference if the Admission Number of the school, class or unit has not been reached and, if selection is necessary, the criteria shown above will be used.

Where parents have shared responsibility for a child, and the child lives with both parents for part of the week then the home address will be determined as the address where a child lives for the majority of the week (e.g. 3 out of the 5 school days). Parents will be required to provide documentary evidence to support the address they wish to be considered for allocation purposes.

# Multiple Birth Children (e.g. twins or triplets)

If when applying the oversubscription criteria the last child to be admitted is one of a multiple birth e.g twin or triplet then the LA will also admit the other sibling(s).

# Waiting Lists

Following the allocation of places during the normal admission round any pupil that is refused admission to an oversubscribed school will remain on a waiting list for placement until the 30<sup>th</sup> September of that school year.

After the 30<sup>th</sup> September parents will need to make a new application for admission to their preferred school.

# **Organisation of Schools**

# 1. Primary Education

Every child is required by law to receive full time education from the beginning of the school term after his/her fifth birthday. In CCBC, however, all children are able to start school full time at the beginning of the school year (September) in which they become five i.e. between the 1st September and the 31<sup>st</sup> August. Parents are able to defer the start of a child until the term following their fifth birthday.

All children are able to attend school on a part time basis in the September following their third birthday. Children between the ages of 3/4-11 are recognised as pupils receiving primary education. In Caerphilly County Borough, primary education is provided either in separate infant or junior schools, or in primary schools with one complete 3/4 -11 age range.

# **Reduction of Infant Class Sizes**

Choosing a school for the first time for a young child is especially important, both for parents and for children themselves. In accordance, with Infant Class Size Legislation, infant classes at a maintained school should contain no more than 30 pupils where a teaching session is managed by a single qualified teacher (or where the session is managed by more than one qualified teacher, no more than 30 pupils for every teacher).

# 1.1 Admission to an Early Years Placement at a Nursery School

Children born between the 1<sup>st</sup> September and the 31<sup>st</sup> March or Good Friday depending on which date falls the latest maybe entitled to an Early Years placement (term after their 3<sup>rd</sup> birthday) at their local Primary/Infant school dependant on availability.

Where a school has reached their Admission Number in their current nursery and where the in catchment pupils exceed 70%, only pupils who reside within the schools catchment area will be admitted into an Early Years placement.

Please note that admission into an Early Years place in either the Spring or Summer term does not entitle your child to continue education in the nursery year at the school. An application for admission into the nursery year at the school will need to be made at the relevant time.

# 1.2 Admission to Nursery Year

The number of places available in a nursery year is set by the LA and the decision whether to admit your child will be taken in accordance with the LA's guidelines, which follow.

Pupils who are admitted to a nursery year, will not have an "automatic" right to continued education within that school. A formal application must be made for entry into the reception year at the appropriate time. Applications for admissions should be made before 28<sup>th</sup> February 2016. For any assistance, please contact Mrs. Andrea West, School Admissions and Exclusions Manager or other members of the team on the following telephone 01443 864870, 864897 and 864896.

# 1.3 Admission to an Infant School or Infant Department within a Primary School

Pupils who attain the age of five during the school year may be admitted to an infant school/department, at the commencement of the school year in September.

Pupils admitted to a separate infant school will not have an 'automatic' right to continued education at the feeder Junior School which serves the same catchment area. Whilst every effort will be made to accommodate such pupils, a formal application must be made for transfer to the Junior school at the appropriate time.

Applications for admissions should be made as early as possible and before 18th December 2015. For any assistance, please contact Mrs Andrea West – School Admissions and Exclusions Manager Telephone: 01443 864870 or other members of the team on the following numbers 01443 864896, 864897 and 864806.

# 1.4 Transfer to Junior Schools

Children enter or transfer to a Junior School on the first day of the Autumn term following their seventh birthday. In Primary Schools the infant and junior sections are simply departments of the same school and children progress through the school from the infants to juniors without having to transfer elsewhere.

Whilst every effort will be made to accommodate such pupils, a formal application must be made for transfer to the Junior school at the appropriate time.

Applications for admissions should be made as early as possible and before 18th December 2015. For any assistance, please contact Mrs Andrea West – School Admissions and Exclusions Manager Telephone: 01443 864870 or other members of the team on the following numbers 01443 864896, 864897 and 864806.

# 1.5 Changing Schools: Primary Education

Changing schools during primary education is a significant step for your child to take. In the case of moving the family home, such a decision may well be a necessity and you will need to contact your local school or the Directorate of Education and Lifelong Learning for assistance. If, however, you would like your child to transfer from one school to another, please contact your present Headteacher first. Should you still wish to proceed with these transfer arrangements; you must apply in writing to Mrs. Andrea West, School Admissions

and Exclusions Manager, Tŷ Penallta, Tredomen Park, Ystrad Mynach, CF82 7PG Tel: 01443 864870.

If there is a suitable vacancy, your child will be admitted to the school. Parents should note, however, that classes may include more than one age group and the Headteacher will have the task of locating your child in the most appropriate class.

The statutory infant class size limit for classes of predominantly 5, 6 and 7 year olds is 30. But admissions outside the normal admissions round which would increase the number of pupils in an Infant Class to over 30 are permitted where there is no other suitable school within a reasonable distance. The resulting breach of the 30 class size limit can only continue for the remainder of that school year.

# 2. Admission to Secondary Schools

Children normally transfer from primary school to secondary school at the beginning of the school year following their eleventh birthday. If your child was born between 1st September 2004 and 31st August 2005 she/he will transfer to secondary school in September 2016. Headteachers of primary schools will be able to inform parents of the secondary school which their children should normally attend. Whilst every effort will be made to accommodate pupils, an application must be made for transfer to secondary schools at the appropriate time. Applications for admissions should be made as early as possible and before 23<sup>rd</sup> October, 2015.

# 2.1 Changing Secondary School

Changing secondary schools is a significant step for your child to take. In the case of moving the family home, such a decision may well be a necessity and you will need to contact your local school or the Directorate of Education and Lifelong Learning for assistance. If however, you would like your child to transfer from one secondary school to another, please contact your present Headteacher first. Should you still wish to proceed with these transfer arrangements; you must contact the Directorate of Education and Lifelong Learning for advice in making your application, which will then be required in writing. In considering your request for transfer, the LA will review the number of pupils in the year group relevant to your child. If the child is in years 10 or 11, the range of subject options chosen may also be a factor. If that particular year has not reached the school's admissions number, then your child will be admitted to the school. Parents should note, however, that curriculum option choices may vary from school to school.

# Applying for a Place

When you apply for a place at a particular school, you must complete the relevant application form, which is available at the school. You must apply by the closing dates shown below for admission in September 2016. The LA will inform you whether or not it is possible for your child to attend your preferred school. Each school produces a prospectus, which contains relevant information including school aims and educational beliefs, the organization of the school and curriculum opportunities, including out of school activities. This school prospectus is available from the Headteacher.

Timetable for admissions to schools September 2016		
·		
The proposed timetable to process applications for <b>Secondary</b>		
schools for September 2016 is:		
Admission Forms distributed to parents		
11th September 2015		
Forms returned to LA		
23 <sup>rd</sup> October 2015		
Parents notified of outcome		
1 <sup>st</sup> March 2016		
The proposed timetable to process applications for <b>Primary</b> schools for		
September 2016 is:		
Admission Forms distributed to parents		
6th November 2015		
Forms to be returned to LA		
18th December 2015		
Parents notified of outcome		
28th February 2016		
The proposed timetable to process applications for <b>Nursery</b> schools for		
September 2016 is:		
Admission Forms sent to parents		
15th January 2016		
Forms to be returned to LA		
28th February 2016		
Parents notified of outcome after the		
1 <sup>st</sup> May 2016		

# Late Applications

Any applications that are received after the closing date for admission will be refused if the school is oversubscribed unless the family has just moved into the catchment area and the application is received before the offer of places are made. If the application is received after the places have been offered and documented evidence is provided to demonstrate that the family have moved into the catchment area of the school the pupil will be given higher priority on the waiting list.

# Withdrawing Offers of Places

The offer of a school place will be withdrawn on the basis of a fraudulent or intentionally misleading application being received (e.g. falsely claiming to reside within a catchment area of a school).

# What Happens if your Child is Refused a Place?

In the vast majority of cases children are offered places at their parents' first choice of school. If, however, your child is unable to gain admission, you will need to decide whether you are willing to accept a place offered at a different school, or whether you wish to continue with your first application. If you choose the latter course, you may appeal to an Independent Appeal Panel. This Independent Appeal Panel will judge whether the school is full and, should that be the case, whether the parent's application is so strong that the child should still be offered a place. Before you appeal, please consider the LA's admissions criteria (outlined previously on page 5). It should be noted that Nursery age pupils have no right of appeal.

# **Registering your Appeal**

You may make a formal appeal against the LA's decision, but this must be received within 28 calendar days of you being notified of the decision not to admit your child to your chosen school. You should forward this appeal in writing, to the Directorate of Education and Lifelong Learning. The LA will refer the appeal to the Council's Legal Department who will arrange for the appeal to be heard by an Independent Appeal Panel and will set a time and place for the hearing. The Panel will afford parents an opportunity of appearing and making their representations (oral and/or written). Parents are advised that agencies such as SNAP & ACE are available to provide assistance in making appeals.

# Secondary Rationalisation Phase 1 – Islwyn West

In accordance with the Statutory Public Notice the new replacement Comprehensive School on the Oakdale Plateau will be established as from January 2017. This will replace the existing Oakdale Comprehensive School and Pontllanfraith Comprehensive School.

The new school's Admission number from September 2016 will be 220. This number will be reduced to 180 from September 2017. For September 2016 pupils will be expected to attend the existing sites of the old schools but the Admission Number of 220 will apply. Allocation of placement will be carried out using the Authority's published Admission Arrangements.

# Parents, however, are advised that: -

- 1. they may elect not to attend the appeal meeting and, instead, allow the appeal to be considered on a written statement;
- 2. the appeal will be decided on the information available if, having failed to give a reasonable explanation, they do not appear;
- 3. they will be given at least fourteen days (from the date of posting) written notice of the meeting of the Appeal Panel;
- 3. they are welcome to be accompanied by a friend, or represented by a solicitor, but that, in the latter case, the Directorate of Education and Lifelong Learning should be informed at least seven days before the hearing. Please note that a separate Appeal Panel hears appeals against decisions of the Governing Body of a Voluntary Aided or Foundation School. Guidance on such an appeal should, therefore, be sought from the school concerned. Please note that limitations will be placed on the powers of the appeal panel to allow appeals against the refusal to admit a child to a school where infant class size legislation applies. The LA will not consider a second admission application unless there is a significant change in circumstances (which will need to be evidenced).

# Sixth Form Admissions

The admission of Sixth Form pupils to Community Schools is determined by individual schools. Therefore applications should be made directly to the school.

# **Disability Discrimination**

The Council has in place an Accessibility Strategy, which details how the Council will meet its duties under the Equality Act 2010 and preceding Disability Discrimination legislation.

The Strategy covers all aspects of accessibility including access to premises, curriculum and written information. The strategy contains the Council's plans to improve physical access to school premises across the borough to minimise the barriers to disabled pupils accessing education. In a number of cases due to the topography of a school site, it may not be deemed accessible for a child with a physical disability. In such cases parents/guardians will be provided with the details of the nearest accessible school which is able to meet the child's needs.

Admissions forms are screened by Education in order to highlight any children with medical condition/physical disability. Parents will be contacted at the earliest opportunity to discuss the child's needs and a suitable school placement will be considered.

The School and Officers of the Council work closely with parents to ensure that detailed assessments are in place to support the inclusion of pupils, where possible within their chosen school.

# **Usage of Accommodation**

The LA continually reviews the usage of accommodation at all Infant, Junior and Primary schools and subsequently updates the Capacity and Admission Number to reflect this review.

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# Agenda Item 6



# **CABINET – 1ST APRIL 2015**

# SUBJECT: CABINET FORWARD WORK PROGRAMME

# REPORT BY: ACTING DIRECTOR OF CORPORATE SERVICES AND SECTION 151 OFFICER

# 1. PURPOSE OF REPORT

1.1 To seek Cabinet endorsement of the Forward Work Programme for the period April to June 2015.

## 2. SUMMARY

- 2.1 The report outlines a proposed Forward Work Programme of future Cabinet reports.
- 2.2 The Forward Work Programme is updated on a monthly basis to reflect any amendments that are made to it since it was first agreed on 22nd January 2014.

## 3. LINKS TO STRATEGY

3.1 The Council is required to publish a Cabinet Forward Work Programme to assist in open and transparent decision-making.

## 4. THE REPORT

- 4.1 The Cabinet Forward Work Programme sets out the key reports that Cabinet expects to receive in the coming months. It is a legal requirement that such programmes are published. The programme is an important way of tracking progress against targets set in the Council's Improvement Plan.
- 4.2 Appendix 1 to this report sets out details of the Cabinet Forward Work Programme for the period April to June 2015.
- 4.3 It should be noted that urgent and unanticipated reports could be added to the Cabinet Work Programme.

## 5. EQUALITIES IMPLICATIONS

5.1 None.

## 6. FINANCIAL IMPLICATIONS

6.1 There are no financial implications associated with this report.

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# 7. PERSONNEL IMPLICATIONS

7.1 There are no personnel implications associated with this report.

# 8. CONSULTATIONS

8.1 There are no consultation responses that have not been reflected in this report.

## 9. **RECOMMENDATIONS**

9.1 It is recommended that Cabinet approve the Forward Work Programme as outlined in Appendix 1.

# 10. REASONS FOR THE RECOMMENDATIONS

10.1 To satisfy legislative requirements and to ensure more transparent and effective decisionmaking.

# 11. STATUTORY POWER

11.1 Local Government Acts 1972 and 2000.

Author:	Jonathan Jones, Democratic Services Manager	
Consultees:	Corporate Management Team	
	Cabinet Members	
	Gail Williams, Interim Head of Legal Services and Monitoring Officer	
	Angharad Price, Interim Deputy Monitoring Officer	

# Appendices:

Appendix 1 Cabinet Forward Work Programme



# CABINET FORWARD WORK PROGRAMME: APRIL TO JUNE 2015

Cllr Mrs R. Passmore		
Cllr Mrs B. Jones		
Cllr Mrs C Forehead		
15TH APRIL 2015		
Cllr D. Poole		
29TH APRIL 2015		
Cllr G. Jones		
Cllr Mrs R. Passmore		

Improvement Objective – Carbon Management.	Cllr D.T. Hardacre
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# CABINET FORWARD WORK PROGRAMME: APRIL TO JUNE 2015

3RD JUNE 2015		
Abertysswg/Pontlottyn Primary: Final Determination.	Cllr Mrs R. Passmore	
Discretionary Housing Payment Policy.	Cllr G. Jones	
Anti Poverty Strategy.	Cllr G. Jones	
Land at Troedyrhiw, Ystrad Mynach.	Cllr D.T. Hardacre	
Land Adjoining Islwyn Indoor Bowls Centre	Cllr D.T. Hardacre	

# 17TH JUNE 2015

Equalities and Welsh Language Annual Report.	Cllr Mrs B. Jones
The Strategic Review of Outdoor Sports Facilities.	Cllr D. Poole