

Pecyn Dogfen Gyhoeddus



Swyddog Cyswllt:
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At: Cyng Ian Roberts (Arweinydd)

Y Cynghorwyr: Glyn Banks, Chris Bithell, Derek Butler, Dave Hughes,
Christine Jones, Billy Mullin a Carolyn Thomas

13 Ionawr 2021

Annwyl Gyngorydd,

RHYBUDD O GYFARFOD ANGHYSBELL
CABINET
DYDD MAWRTH, 19 IONAWR, 2021 10.00 AM

Yn gywir

Robert Robins
Rheolwr Gwasanaethau Democrataidd

Sylwch: Oherwydd y cyfyngiadau presennol ar deithio a'r gofyniad am gadw pellter corfforol, ni chynhelir y cyfarfod hwn yn y lleoliad arferol. Bydd hwn yn gyfarfod rhithiol a bydd 'presenoldeb' yn gyfyngedig i Aelodau'r Pwyllgor yn unig. Bydd y cyfarfod yn cael ei recordio.

Os oes gennych unrhyw ymholiadau, cysylltwch ag aelod o'r Tîm Gwasanaethau Democrataidd ar 01352 702345.

R H A G L E N

1 YMDDIHEURIADAU

Pwrpas: Derbyn unrhyw ymddiheuriadau.

2 DATGAN CYSYLLTIAD

Pwrpas: I dderbyn unrhyw ddatganiad o gysylltiada chynghori'r Aelodau yn unol a hynny.

3 COFNODION (Tudalennau 7 - 20)

Cadarnhau cofnodion y cyfarfodydd ar 3 Rhagfyr a 15 Rhagfyr 2020.

YSTRID YR ADRODDIADAU CANLYNOL

ADRODDIAD STRATEGOL

4 CYLLIDEB REFENIW CRONFA'R CYNGOR 2021/22 (Tudalennau 21 - 54)

Adroddiad Rheolwr Cyllid Corfforaethol, Prif Weithredwr - Aelod Cabinet dros Gyllid

Pwrpas: Rhoi diweddariad am y sefyllfa ddiweddaraf i'r Gyllideb Refeniw Cronfa'r Cyngor 2021/22 ar ôl derbyn Setliad Dros Dro Llywodraeth Leol Cymru ym mis Rhagfyr.

5 CYNLLUN Y CYNGOR 2021/22 (Tudalennau 55 - 72)

Adroddiad Prif Weithredwr - Arweinydd y Cyngor ac Aelod Cabinet Addysg

Pwrpas: Cynnig ailosod drafft o Gynllun y Cyngor Rhan 1 cyn ystyriaeth gan y Pwyllgorau Trosolwg a Chraffu.

6 YMATEB CYNGOR SIR Y FFLINT I YMGYNGHORIAD STRATEGAETH DRAFNIDIAETH LLYWODRAETH CYMRU (Tudalennau 73 - 90)

Adroddiad Prif Swyddog (Stryd a Chludiant) - Dirprwy Arweinydd ac Aelod Cabinet dros Strydlun a Chefn Gwlad

Pwrpas: I geisio cymeradwyaeth y Cabinet ar gyfer ymateb Cyngor Sir y Fflint i Ymgynghoriad Strategaeth Drafndiaeth Llywodraeth Cymru.

7 CYNLLUN BYSIAU BRYN LLYWODRAETH CYMRU (Tudalennau 91 - 170)

Adroddiad Prif Swyddog (Stryd a Chludiant) - Dirprwy Arweinydd ac Aelod Cabinet dros Strydlun a Chefn Gwlad

Pwrpas: Ceisio cymeradwyaeth y Cabinet i gefnogi mecanwaith ariannu amgen Llywodraeth Cymru ar gyfer gwasanaethau bysiau cyhoeddus yng Nghymru.

ADRODDIAD GWEITHREDOL

8 MONITRO CYLLIDEB REFENIW 2020/21 (MIS 8) (Tudalennau 171 - 194)

Adroddiad Rheolwr Cyllid Corfforaethol - Aelod Cabinet dros Gyllid

Pwrpas: Mae'r adroddiad misol rheolaidd hwn yn darparu'r wybodaeth ddiweddaraf am fonitro cyllideb refeniw 2020/21 Cronfa'r Cyngor a'r Cyfrif Refeniw Tai. Mae'r sefyllfa yn seiliedig ar incwm a gwariant gwirioneddol fel yr oedd hyd at Fis 8 a rhagamcan ymlaen i ddiwedd y flwyddyn.

9 PARTNERIAETH DYSGU CYMUNEDOL I OEDOLION (Tudalennau 195 - 202)

Adroddiad Prif Swyddog (Addysg ac Ieuenctid) - Arweinydd y Cyngor ac Aelod Cabinet Addysg

Pwrpas: Ceisio cymeradwyaeth i fynd ymlaen i ffurfio Partneriaeth Dysgu Cymunedol i Oedolion a fydd yn darparu trosolwg a rheolaeth o Ddysgu Cymunedol i Oedolion (DCO) yn y ddwy sir.

10 YMARFER PWERAU DIRPRWEDIG (Tudalennau 203 - 204)

Pwrpas: Darpau manulion y camau a gymerwyd o dan bewrau.

RHAGLAN GWAITH I'R DYFODOL - Y CYNGOR SIR, CABINET, PWYLLGOR ARCHWILIO A'R WYLLGOR TROOLWG A CHRAFFU - ER GWYBODAETH

DEDDF LLYWODRAETH LEOL (MYNEDIAD I WYBODAETH) 1985 - YSTYRIED GWAHARDD Y WASG A'R CYHOEDD

Mae'r eitem a ganlyn yn cael ei hystyried yn eitem eithriedig yn rhinwedd Paragraff(au) 14 Rhan 4 Atodiad 12A o Ddeddf Llywodraeth Leol 1972 (fel y cafodd ei diwygio)

Mae'r adroddiad yn cynnwys manylion contractau arfaethedig ac mae'r budd i'r cyhoedd o ddatgelu'r wybodaeth yn cael ei gysgodi gan y budd i'r cyhoedd o beidio â'i datgelu nes mae'r contract wedi'i ddyrannu.

11 **PRYNU CARTREFI GWAG** (Tudalennau 233 - 240)

Adroddiad Prif Swyddog (Tai ac Asedau) - Aelod Cabinet dros Dai

Pwrpas: Ceisio cymeradwyaeth brys i brynu hyd at 10 uned o lety i fod yn rhan o Stoc Tai Cymdeithasol y Cyngor, a'u reoli fel 'llety dros dro' gan y Tîm Digartrefedd.

Mae'r eitem a ganlyn yn cael ei hystyried yn eitem eithriedig yn rhinwedd Paragraff(au) 14 Rhan 4 Atodiad 12A o Ddeddf Llywodraeth Leol 1972 (fel y cafodd ei diwygio)

Mae budd y cyhoedd wrth beidio â datgelu'r wybodaeth yn drech na'r budd o ddatgelu'r wybodaeth, hyd nes y cwblheir y trefniadau masnachol.

12 **AURA – ADNEWYDDU CONTRACT GWASANAETH** (Tudalennau 241 - 260)

Adroddiad Prif Weithredwr - Arweinydd y Cyngor ac Aelod Cabinet Addysg

Pwrpas: Ceisio estyniad i'r contract gwasanaeth gydag Aura ar gyfer darparu Gwasanaethau Hamdden, Llyfrgelloedd a Diwylliant.

Mae'r eitem a ganlyn yn cael ei hystyried yn eitem eithriedig yn rhinwedd Paragraff(au) 14 Rhan 4 Atodiad 12A o Ddeddf Llywodraeth Leol 1972 (fel y cafodd ei diwygio)

Mae'r adroddiad yn cynnwys manylion contractau arfaethedig ac mae'r budd i'r cyhoedd o ddatgelu'r wybodaeth yn cael ei gysgodi gan y budd i'r cyhoedd o beidio â'i datgelu nes mae'r contract wedi'i ddyrannu.

13 **RHAGLEN CYNNIG GOFAL PLANT** (Tudalennau 261 - 276)

Adroddiad Prif Swyddog (Addysg ac Ieuenctid), Prif Swyddog (Gwasanaethau Cymdeithasol) - Arweinydd y Cyngor ac Aelod Cabinet Addysg, Aelod y Cabinet dros y Gwasanaethau Cymdeithasol

Pwrpas: Ceisio cymeradwyaeth i lunio contract ar gyfer cam adeiladu rhaglen y Cynnig Gofal Plant.

Mae'r eitem a ganlyn yn cael ei hystyried yn eitem eithriedig yn rhinwedd Paragraff(au) 14 Rhan 4 Atodiad 12A o Ddeddf Llywodraeth Leol 1972 (fel y cafodd ei diwygio)

Mae'r adroddiad yn cynnwys manylion contractau arfaethedig ac mae'r budd i'r cyhoedd o ddatgelu'r wybodaeth yn cael ei gysgodi gan y budd i'r cyhoedd o beidio â'i datgelu nes mae'r contract wedi'i ddyrannu.

14 **CAFFAEL A DATBLYGU DARPARIAETH GOFAL PRESWYL MEWNOL I BLANT** (Tudalennau 277 - 284)

Adroddiad Prif Swyddog (Tai ac Asedau), Prif Swyddog (Gwasanaethau Cymdeithasol) - Aelod Cabinet dros Reolaeth Gorfforaethol ac Asedau

Pwrpas: Cefnogi prynu tri eiddo yn Yr Wyddgrug er mwyn gallu datblygu Cartref Gofal Preswyl i Blant.

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 3

CABINET 3 DECEMBER 2020

Minutes of the meeting of the Cabinet of Flintshire County Council held virtually via Webex on Thursday, 3rd December 2020.

PRESENT: Councillor Ian Roberts (Chair)

Councillors: Glyn Banks, Chris Bithell, Derek Butler, Dave Hughes, Christine Jones, and Carolyn Thomas.

IN ATTENDANCE:

Chief Executive, Chief Officer (Streetscene and Transportation), Facilities Services Operations Manager, NEWydd Catering and Cleaning, Legal Services Manager and Team Leader – Democratic Services.

OTHER MEMBERS IN ATTENDANCE:

Councillor: Marion Bateman.

51. DECLARATIONS OF INTEREST

Councillors Banks, Butler, Jones and Mullin declared personal interests in agenda item number 3 – NEWydd Modernisation Programme as they were school governors.

LOCAL GOVERNMENT (ACCESS TO INFORMATION) ACT 1985 – TO CONSIDER THE EXCLUSION OF THE PRESS AND PUBLIC

RESOLVED:

That the press and public be excluded for the remainder of the meeting for the following item by virtue of exempt information under paragraph(s) 15 of Part 4 of Schedule 12A of the Local Government Act 1972 (as amended).

52. NEWYDD MODERNISATION PROGRAMME

Councillor Mullin introduced the report which provided details of the proposed operational transition plan for NEWydd Catering and Cleaning Ltd and outlined the phases of implementation which were required to achieve the targets for NEWydd's Modernisation Programme.

The Chief Executive thanked the Chair of Council, who was observing the meeting, for agreeing to the special meeting to be due to the resolution being urgent and for expediency. He explained the reasons for that requirement, which was so that exit payments could be protected.

A number of questions were asked, and answered, on quality of food, the temporary meals provision, non-recyclable products and the new menu that would be available from January 2021.

Members thanked all officers for the work undertaken to enable employee requests to be granted.

RESOLVED:

- (a) That the proposed phased implementation of NEWydd’s Modernisation Programme, and the changes to the school catering service, as detailed in the operational transition plan, be approved; and
- (b) That the release of employees who had applied for voluntary redundancy by 31st September 2020 to help facilitate the implementation of the new operating model be supported.

53. MEMBERS OF THE PRESS AND PUBLIC IN ATTENDANCE

There were no members of the press or public in attendance.

(The meeting commenced at 11.00 a.m. and ended at 11.50 a.m.)

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Chair

CABINET
15 DECEMBER 2020

Minutes of the meeting of the Cabinet of Flintshire County Council held virtually via Webex on Tuesday 15th December, 2020.

PRESENT: Councillor Ian Roberts (Chair)

Councillors: Glyn Banks, Chris Bithell, Derek Butler, Dave Hughes, Christine Jones, Billy Mullin and Carolyn Thomas.

IN ATTENDANCE:

Chief Executive, Chief Officer (Governance), Corporate Finance Manager, Chief Officer (Housing and Assets), Chief Officer (Planning, Environment and Economy), Chief Officer (Education and Youth), Chief Officer (Social Services), and Team Leader – Democratic Services.

OTHER MEMBERS IN ATTENDANCE:

Councillor: Patrick Heesom.

54. DECLARATIONS OF INTEREST

None received.

55. MINUTES

The minutes of the meeting held on 17th November were submitted and confirmed as a correct.

RESOLVED:

That the minutes of the meeting were approved as a correct record.

56. EMERGENCY SITUATION BRIEFING

Colin Everett provided an update on the current emergency situation. The most recent confidential briefing note had been sent to Members that morning. The information included the latest update from Betsi Cadwaladar University Health Board on the vaccination plan.

If Wales entered into a form of Level 4 post-Christmas, things such as indoor leisure facilities would have to close, but many things would be allowed to remain open, e.g. Household Recycling Centres and a list of those services to remain open would be prepared. Discussions were underway on how schools could reopen safely, and whether that would be through a combination of ways of learning.

Flintshire saw its highest peak the previous day, with the figure slightly reducing today. North Wales remained stable so the risk in North Wales was lower than in the rest of Wales.

The hospital situation was also stable, and the number of Covid-19 related admissions had not increased. However, hospitals were busy with the usual seasonal pressures.

The country was now in the second week of vaccinations being administered. He was pleased to announce that a care home in Flintshire would be the first care home in the country to see residents receiving the Pfizer vaccine.

The traffic management plan was in place to ensure safer access and egress to Ysbyty Enfys Glannau Dyfrdwy once it started to operate as a vaccination centre.

Councillor Thomas welcomed the news that Household Recycling Centres would be allowed to remain open, and said that a booking system was being developed.

The Chief Officer (Education and Youth) provided an update on the situation in schools. All secondary schools had switched to online teaching this week following the instruction from the First Minister. The scientific advice was that the risk was not as high in primary schools, but headteachers had been given advice that they could switch to online learning for Thursday and Friday if they wished. This was a decision to be taken by headteachers and the governing bodies. Provision would be made available for vulnerable children and children of critical key workers.

Councillor Bithell asked what help was given to children who did not have access to electronic devices to do distance learning. The Chief Officer (Education and Youth) explained that a piece of work had been undertaken to identify digitally disadvantaged pupils and those learners were lent devices from the schools. The Chief Officer (Governance) added that this included access to MiFi devices. A MiFi device accessed 3G, 4G or 5G mobile phone networks and used the connection to create a mini wireless broadband cloud or hotspot.

Members thanked the Chief Executive for the update.

RESOLVED:

That the information be received.

57. MEDIUM TERM FINANCIAL STRATEGY AND ANNUAL BUDGET 2021/22

The Chief Executive introduced the report which provided the budget estimate for 2021/22 in advance of the formal budget-setting process. It also provided an update on the national budget position.

The report re-set the budget solutions strategy which was highly dependent on sufficient national funding for local government and was unchanged since last year.

All five Overview and Scrutiny Committees had been consulted on the budget estimate and strategy throughout November, specifically on the cost pressures included in the estimate for their respective portfolios. The Committees, as one, did the following:

- Supported the overall budget strategy;
- Noted and endorsed the individual portfolio cost pressures;
- Supported the expectations of Governments on national funding;
- Noted and accepted the combined efficiency target of £1m - £2m;
- Did not put forward any further efficiency options to explore; and
- Supported the Council's position on local taxation policy i.e. an upper limit of a 5% annual rise in Council Tax.

The Chancellor announced the outcome of the UK Spending Review on 25th November and the key implications for Wales were:

- £1.3bn additional funding to Welsh Government (WG) (£770m for ongoing emergency funding and 560m for core public services funding);
- Public sector pay rises to be suspended other than for designated NHS workgroups and for all those earning less than £24,000 per year; and
- Minimum wage to rise by 2.2% for those aged 23 and over.

The Corporate Finance Managed explained that the contribution required to fund the North Wales Fire and Rescue Authority (NWFRA), the contribution to the North Wales Economic Ambition Board (NWEAB), and the estimates required for additional learning needs – schools/registration services income were outlined in the report.

The strategic funding solutions for balancing the budget were threefold:

- Government funding (Aggregate External Finance);
- Local Taxation and Income; and
- Service Transformation and Efficiencies.

Table 2 in the report set out scenarios to balance the budget for 2021/22 at the minimum budget requirement. The Council Tax estimates were gross. Any impact of the Council Tax Reduction Scheme (CTRS) would need to be built in as costs.

Table 3 in the report set out the revised budget estimate incorporating the pressures for Schools Funding, Additional Learning Needs and Reserves as directed by Cabinet, and illustrated the level of funding required from WG.

The budget timeline was noted as:

15th December 2020 – Cabinet – Budget Estimate and Strategy
 21st December 2020 – WG Draft Budget
 22nd December 2020 – Provisional Local Government Settlement
 23rd December 2020 – Special Cabinet (AM) and all Member Briefing (PM)
 19th January 2021 – Cabinet – Budget Review
 16th February 2021 – Cabinet and Council – Budget Setting
 2nd March 2021 – WG Final Budget/Settlement

A verbal update would be given at the special Cabinet meeting on 23rd December.

An amendment was required in Table 3, at the bottom of the first column. £12.357m should read £2.902m.

Councillor Banks thanked the five Overview and Scrutiny Committees for being supportive throughout the budget process.

In response to a question from Councillor Bithell, the Chief Executive explained that it remained the view that national pay awards should be funded nationally.

RESOLVED:

- (a) That the updated budget estimate for 2021/22 be approved;
- (b) That the feedback from the five Overview and Scrutiny Committees be received; and
- (c) That the strategy to set a legal and balanced budget for 2021/22 be re-set.

58. WELSH GOVERNMENT CONSULTATION ON COMBINED JOINT COMMITTEES (CJCs)

The Chief Executive introduced the report and explained that Welsh Government (WG) had issued a consultation paper on its proposals to create a new legal vehicle for regional working, called Corporate Joint Committees (CJCs). The power to pass regulations creating to CJCs was included in the Local Government and Elections (Wales) Bill that had recently been passed in the Senedd. WG was consulting on the draft regulations for CJCs.

There would be four CJCs corresponding to the Growth Deal areas within Wales, with an initial membership of all the Leaders of Council within the areas covered. They would exercise functions which WG believed were best exercised regionally. At present, the proposal was for them to undertake economic development, transport and strategic planning. The CJCs would share a core of common rules but could be tailored to take account of existing regional arrangements and to suit the needs of each region.

North Wales as a whole, and the Council in particular, had a well-established and effective pattern of co-operation and regional working. The Council therefore could support the creation of CJCs as a means of furthering regional collaboration.

The region has an established North Wales Economic Ambition Board (NWEAB) and was currently part way through the process of approving the final Growth Deal with the UK and Wales Government. It was essential therefore that the North Wales CJCs should add value to the work of the NWEAB.

It appeared, from the consultation document, that CJs would have powers that overlapped with the functions of the principal councils in North Wales and greater clarity was required on the precise scope of the functions.

CJs would appoint their own officers and would be required to appoint key statutory officers such as a Head of Paid Service, Monitoring Officer and Section 151 Officer. The costs of these roles could be kept to a minimum by assigning the responsibilities to a host authority and using existing personnel to absorb the roles

In addition, WG had published a consultation proposing that the CJs would take on responsibility for preparing Strategic Development Plans. Planning Strategy Group (PSG) had prepared a detailed response to the consultation questions which was appended to the report.

Finally, WG were also proposing that CJs take on the role of preparing the Regional Transport Plan and developing policies for transport in the region. The proposal was discussed at Environment and Economy Overview and Scrutiny Committee on 8th December 2020 who supported the basis of the response.

The outline of a response was included within the report as well as the response to the production of SDPs which had been endorsed by PSG.

Members expressed concern on the costs that could result from the implementation of CJs, with officer posts needing to be back filled and the misconception that the proposals would bring efficiencies. They commented on areas where regional collaboration already successfully took place.

In response to a question from Councillor Roberts, the Chief Officer (Planning, Environment and Economy) explained that the Strategic Development Plan would be unlikely to prescribe sites for development, but may stipulate the number of houses that each local authority would need to provide. The Local Development Plan would then determine where those houses should be built.

The Chief Executive said two responses would be prepared, one on CJs and one on the Strategic Development Plan and they would be shared with the relevant Cabinet Members. Discussions had taken place on how bureaucracy and costs could be reduced.

RESOLVED:

- (a) That the outline of the proposed response to the consultation on CJs be approved, and delegated authority be granted to the Chief Executive to finalise a detailed response in consultation with the Leader and the respective Cabinet Members;
- (b) That the response prepared by the Planning Strategy Group on the preparation of Strategic Development Plans be endorsed; and

- (c) That the response to the proposals in respect of Transport, as recommended by the Environment and Economy Overview and Scrutiny Committee, be endorsed.

59. REVENUE BUDGET MONITORING 2020/21 (MONTH 7)

Councillor Banks introduced the report which provided the latest detailed revenue budget monitoring position for the Council Fund and Housing Revenue Account for the financial year, and presented the position, based on actual income and expenditure, as at Month 7. The report projected how the budget would stand at the close of the financial year if all things remained unchanged. It also took into account the latest position on Welsh Government Emergency Grant Funding announcements.

The projected year end position, without new actions to reduce cost pressures and/or improve the financial return on efficiency planning and cost control was:

Council Fund

- An operating deficit of £0.196m (excluding the impact of the pay award which would be met by reserves), which was a favourable movement of £0.373m from the deficit figure reported at Month 6
- A projected contingency reserve balance as at 31st March 2021 of £1.415m

Housing Revenue Account

- Net in-year expenditure forecast to be £0.460m lower than budget
- A projected closing balance as at 31st March of £2.633m.

The Corporate Finance Manager provided details on the projected position, the projected position by portfolio, significant movements from Month 6, open risks, new emerging risks, achievement of planned in-year efficiencies and reserves and balances.

The Chief Executive said this was a positive position to be in at this stage.

Members complimented the finance team for all of their work.

RESOLVED:

- (a) That the overall report and the projected Council Fund contingency sum as at 31st March 2021 be noted; and
- (b) That the projected final level of balances on the Housing Revenue Account be noted.

60. TREASURY MANAGEMENT MID-YEAR REPORT 2020/21

Councillor Banks introduced the report and presented the draft Treasury Management Mid-Year Report for approval and recommendation to Council.

The report had recently been considered and endorsed at Audit Committee.

RESOLVED:

That the Treasury Management Mid-Year Report 2020/21 be approved and recommended to Council.

61. FAMILIES FIRST – FUNDING ELEMENT

Councillor Roberts introduced the report which sought approval to extend existing Families First funded prevention and support services for up to 12 months, subject to the Welsh Government (WG) approving further funding. This would enable:

- Ongoing provision of key services for Flintshire parents, young people and families with disabled children that benefitted most from early support to build resilience and well-being;
- Effective operation of the Early Help Hub; and
- Work with partners to evaluate, develop and commission prevention and support services for Flintshire children, young people and families.

Members fully supported the report and commented on critical early intervention which this service provided.

RESOLVED:

That an extension, subject to Welsh Government approving further funding for a period of six months, with the option of a further six months if required, be approved.

62. COMMISSIONING OF LEARNING DISABILITY (AUTISM) DAY SERVICE PROVISION

Councillor Jones introduced the report and explained that the Council purchased bespoke autism specific Learning Disability day services for thirteen individuals on a 'spot' purchase basis.

There was no relevant framework agreement in place that covered the commissioning of equivalent services and no contractual agreement reflecting the services currently purchased.

The current service provider had indicated that the present 'spot' purchasing arrangement required replacement with a more formal contractual agreement to enable future service continuity.

An Exceptions Report seeking a direct award for the services currently purchased was submitted in September 2020. The rationale was based primarily on the need to ensure continued service continuity for the individuals who attended the day services. Advice received from the Procurement Team indicated that there were grounds within the Public Contract Regulations 2015 for a short-term direct award not for a long-term direct award. Due to the estimated annual costs of services, sanction of any longer-term direct award required a Cabinet decision.

The Chief Officer (Social Services) said staff would ensure that the needs of the individuals continued to be met.

In response to a question, the Chief Officer said the specialist company were based on the Wirral.

RESOLVED:

That the direct award of a contract to the present service provider for the Community and Voluntary Services, as detailed in the report, be approved.

63. JOINT CORPORATE PROCUREMENT UNIT ANNUAL REPORT 2019/20

The Chief Officer (Governance) introduced the report and explained that the Council had a joint procurement service with Denbighshire County Council, which acted as the host authority. The joint service had been in place since 2014 and Cabinet agreed to renew the Service Level Agreement (SLA) for that service with Denbighshire in 2018.

The service produced an annual report on activity and performance against targets which were derived from the Procurement Strategy. The second annual report was appended to the report. It showed a small improvement against most key performance indicators, a positive trend which could be amplified and accelerated.

RESOLVED:

That the annual performance report be noted, and the proposed actions to improve performance, where required, be endorsed.

64. ANNUAL REVIEW OF THE MODERN SLAVERY STATEMENT

The Chief Officer (Governance) introduced the report and explained that the Council spent approximately £197m each year purchasing goods, services and works. The Council sought to ensure that its spend was with organisations that shared similar ethical values and, in particular, with organisations that did not seek to exploit or impose unfair conditions on their workers. The Council's commitment and activity to that end were set out in its Modern Slavery Statement.

The Council had made some progress in implementing the actions promised in last year's statement and had now established the key processes such as contractual and procurement clauses prohibiting unethical employment practices within the supply chain. Inevitably due to demands on officer time it had not been possible to carry out all of the training and awareness raising that was anticipated and it would therefore form the focus for activity over the coming 12 months.

Members welcomed the report and recognised the importance of the subject. Councillor Jones said she had attended three training sessions, along with Councillor Mullin, and recommended that other Members also attend such training.

In response to a question from Councillor Bithell, the Chief Officer (Governance) said that where purchases extended beyond a UK contract, it was a requirement to also establish what those companies had within their supply chains.

RESOLVED:

That the Modern Slavery Statement be approved and published.

65. NORTH WALES REGIONAL PARTNERSHIP BOARD ANNUAL REPORT 2019/20

Councillor Jones introduced the report and explained that there was a requirement within Part 9 of the Social Services and Well-Being (Wales) Act 2014 that each Regional Partnership Board prepared, published and submitted its annual report to Welsh Government (WG). Due to the emergency situation, the submission date of the annual report was the end of October 2020.

The report provided information to partners with regard to the North Wales Regional Partnership Board and its activities during 2019/20. The report showed the progress made on the work streams of the Board during the year.

The Chief Officer (Social Services) said the Board's priority for 2019/2020 had been the delivery of its four ambitious transformation programmes for "A healthier Wales" which were designed to see the rapid development of integrated community based services across the region. In what had been an incredibly challenging year for Health and Social Care, our teams across North Wales had worked diligently throughout to service our residents during this time.

RESOLVED:

- (a) That it be confirmed that Cabinet has read, understood and taken into account the work that is required to be undertaken by the Regional Partnership Board; and
- (b) That the work and progress in 2019/20 on the work areas that are being taken forward regionally through the North Wales Regional Partnership Board be noted.

66. EXERCISE OF DELEGATED POWERS

An information item on the actions taken under delegated powers was submitted. The actions were as set out below:-

Housing and Assets

- **To declare the garaging site at Princess Avenue, Buckley, surplus to requirements**

To declare the garaging site at Princess Avenue, Buckley, surplus to requirements in order to allow the disposal of the asset to Clwyd Alyn Housing Association to facilitate the development of affordable housing.

Education and Youth

- **Ysgol Penyffordd – Junior Site**

To request that the Ysgol Penyffordd junior site be declared surplus to the requirements of Education and Youth Services.

LOCAL GOVERNMENT (ACCESS TO INFORMATION) ACT 1985 – TO CONSIDER THE EXCLUSION OF THE PRESS AND PUBLIC

RESOLVED:

That the press and public be excluded for the remainder of the meeting for the following items by virtue of exempt information under paragraph(s) 14 and 15 of Part 4 of Schedule 12A of the Local Government Act 1972 (as amended).

67. THEATRE CLWYD ALTERNATIVE DELIVERY MODEL (ADM) FINAL TRANSFER DUE DILIGENCE

Councillor Butler introduced the report and explained that Cabinet had agreed to transfer Theatr Clwyd to a new governance model as part of the Council's Alternative Delivery Model (ADM) Programme. Theatr Clwyd and the Music Service were to be managed by independent charitable companies, limited by guarantee, from 1st April 2020.

The report set out the (1) arrangements for transfer (2) due diligence (3) the draft service contract which was being compiled with legal advice and (4) the offer from the Theatr Clwyd Trust Ltd to take over the management of the Theatre and Music Services.

RESOLVED:

- (a) That Cabinet is satisfied with the arrangements for the transfer of Theatr Clwyd and the Music Services, and is assured that due diligence has been exercised;
- (b) That the offer from the new Trust Shadow Board to take over the management of Theatr Clwyd – based on the principles and proposals as set out in the previous report to Cabinet – be accepted;
- (c) That the Chief Executive be given delegated authority to enter into a formal agreement for the transfer between the Council and the Trust based on the principles and proposals as set out in the previous report to Cabinet;
- (d) That the transfers of Theatr Clwyd, Theatr Clwyd Productions Ltd and the Music Services to Theatr Clwyd Trust Ltd ownership take effect on 1st April 2021; and
- (e) That the revised pay scale for the Music Service be approved.

68. SALE OF MORRISTON FARM, SEALAND

Councillor Mullin introduced the report and explained that the Council owned the freehold to Morriston Farm and the land shown in the appendix to the report.

The sale of the house and the acres would be subject to the usual overage clause.

RESOLVED:

That the sale of Morriston Farm, Sealand, be supported.

69. APPROVAL OF COSTS FOR PURCHASE AND REFURBISHMENT OF PROPERTIES AT MEADOWBANK HOLYWELL

Councillor Hughes introduced the report which sought Cabinet approval for the purchase of properties at Meadowbank Holywell.

The report detailed information on the proposed purchase, including location, proposed property types and projected build costs.

RESOLVED:

That the purchase and refurbishment of five properties at Meadowbank, Holywell for £292,000 be approved.

70. FFORDD HIRAETHOG AND FFORDD PANDARUS, STRATEGIC HOUSING AND REGENERATION PROGRAMME (SHARP) SCHEMES COST PLAN

Councillor Hughes introduced the report which sought Cabinet approval for the funding plan relating to the development of 30 new Social Rent homes on Ffordd Hiraethog and Ffordd Pandarus in Mostyn.

The report provided information on the proposed schemes and funding envelope, including the projected build costs.

RESOLVED:

- (a) That the funding plan for the development of 30 new Social Rent homes at Ffordd Hiraethog and Ffordd Pandarus, Maes Pennant, Mostyn be approved; and
- (b) That prudential borrowing to the value of £3,758,569 (subject to final approval and verification) to fund the development be approved.

71. MEMBERS OF THE PRESS AND PUBLIC IN ATTENDANCE

There was one member of the press in attendance.

(The meeting commenced at 10.00 a.m. and ended at 11.55 a.m.)

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Chair

Eitem ar gyfer y Rhaglen 4



CABINET

Date of Meeting	Tuesday, 19 th January 2021
Report Subject	Council Fund Revenue Budget 2021/22
Cabinet Member	Cabinet Member for Finance for Finance
Report Author	Corporate Finance Manager and Chief Executive
Type of Report	Strategic

EXECUTIVE SUMMARY

Cabinet set a revised minimum budget requirement for 2021/22 of £16.750m at its meeting on 15 December.

At a special meeting on 23 December Cabinet then received a presentation on the Provisional Local Government Settlement for 2021/22 (announced by Welsh Government on 22 December) and the implications for setting the annual Council Fund Revenue Budget. This was followed by an informal briefing for all Members. The Provisional Settlement is open for consultation and Cabinet agreed the Council response at this second meeting. (The reports and presentation slides from these two meetings are attached.)

This latest report sets out (1) a close to final budget estimate in readiness for Council to set the annual budget in February (2) the financial implications of the Welsh Provisional Local Government Settlement (3) the remaining issues to be resolved in reaching a balanced budget for recommendation to Council and (4) the budget-setting timetable.

RECOMMENDATIONS

1	That Cabinet notes the progress made in moving towards a set of recommendations for Council to be able to set a legal and balanced budget in February.
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REPORT DETAILS

1.00	EXPLAINING THE COUNCIL FUND REVENUE BUDGET 2021/22																																						
1.01	<p>An update on the Council's minimum budget requirement for 2021/22 was considered by Cabinet on 15 December. Table 1 below shows the revised forecast with Appendix 1 giving further detail:</p> <p>Table 1 – Budget Requirement</p> <table border="1"> <thead> <tr> <th rowspan="3">Summary of Pressures</th> <th colspan="3">2021 / 22</th> </tr> <tr> <th>L</th> <th>M</th> <th>H</th> </tr> <tr> <th>£m</th> <th>£m</th> <th>£m</th> </tr> </thead> <tbody> <tr> <td>Prior Year Decisions/Approvals</td> <td>1.257</td> <td>1.257</td> <td>1.257</td> </tr> <tr> <td>Income Loss</td> <td>0.714</td> <td>0.945</td> <td>1.261</td> </tr> <tr> <td>Legislative/Unavoidable Indexation Pressures</td> <td>0.783</td> <td>0.783</td> <td>0.783</td> </tr> <tr> <td>National Resolution Pressures</td> <td>3.652</td> <td>4.359</td> <td>7.079</td> </tr> <tr> <td>National Funding Requirement (Pay)</td> <td>5.787</td> <td>6.949</td> <td>8.073</td> </tr> <tr> <td>Strategic Decisions</td> <td>2.548</td> <td>5.755</td> <td>9.258</td> </tr> <tr> <td>Total Pressures</td> <td>14.740</td> <td>20.047</td> <td>27.710</td> </tr> </tbody> </table> <p>L= low estimate M = medium estimate H = high estimate</p> <p>The above estimates still make provision for national pay awards.</p>	Summary of Pressures	2021 / 22			L	M	H	£m	£m	£m	Prior Year Decisions/Approvals	1.257	1.257	1.257	Income Loss	0.714	0.945	1.261	Legislative/Unavoidable Indexation Pressures	0.783	0.783	0.783	National Resolution Pressures	3.652	4.359	7.079	National Funding Requirement (Pay)	5.787	6.949	8.073	Strategic Decisions	2.548	5.755	9.258	Total Pressures	14.740	20.047	27.710
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1.02	<p>The low or minimum requirement of £14.740m shown in the above table was uplifted at the 15 December meeting to make additional financial provision for schools funding, Additional Learning Needs and a potential contribution to reserves. The minimum requirement was uplifted to £16.750m. This requirement can be lowered if there are no new annual pay awards set in England and Wales for local government workers and teachers respectively (see below).</p>																																						

2.00	THE WELSH LOCAL GOVERNMENT PROVISIONAL SETTLEMENT
2.01	<p>The Welsh Local Government Provisional Settlement was announced on 22 December. A summary is set out below.</p>
2.02	<p>Standard Spending Assessment (SSA)</p> <p>The provisional SSA for 2021/22 is £298.689m which is an increase of £12.602m (4.4%) on the SSA for 2020/21 of £286.087m</p>

2.03	<p>Aggregate External Finance (RSG & NDR)</p> <p>The provisional AEF for 2021/22 is £206.778m which when compared to the <i>adjusted</i> 2020/21 AEF figure of £199.267m represents an <i>increase</i> of £7.511m (3.8%). Flintshire will receive the same uplift as the All Wales average.</p> <p>The provisional AEF represents a cash uplift of £7.392m over the 2020/21 amount of £199.386m (3.7%)</p>
2.04	<p>Funding Per Capita</p> <p>The AEF allocation provides an amount of £1,318 per capita compared to the Welsh average of £1,471 - a ranking of 20th out of the 22 Welsh councils (19th in 2020/21).</p>
2.05	<p>Transfers In and Out of the Settlement/ New Responsibilities</p> <p>There are no known transfers into or out of the Settlement or any new responsibilities.</p>
2.06	<p>Additional Funding (Floor)</p> <p>There is no additional ‘floor’ funding included this year to protect those councils who fall well below the Welsh average uplift. The Welsh Local Government Association (WLGGA) is pressing for the introduction of a funding floor with our full support.</p>
2.07	<p>Specific Grants</p> <p>There have been some positive announcements on increases in specific grants for Housing Support (additional £40m) and Social Care (additional £10m) across Wales. The budgetary implications of these and all other specific grants is being assessed in detail.</p>
2.08	<p>Funding for Pay Awards</p> <p>The Chancellor of the Exchequer’s UK Spending Review Announcement made no provision for public sector pay awards other than some specific allowances for lower paid workers.</p> <p>Within the provisional settlement announcement the Welsh Government confirmed their position on pay provision as:</p> <p>“The Minister was clear in the draft budget that one of the hard choices we have faced in setting our spending plans for next year is our approach to public sector pay. The reality is that we did not receive any additional funding through the Barnett formula to provide for public sector-wide pay awards next year given the UK Government’s decision to pause public sector pay increases with the exception of the NHS and those on the lowest wages. The implications of pay awards in 2021-22 will therefore need to be accommodated within your budget planning in the light of this Settlement.”</p> <p>The Council’s position on pay is clear. We believe as an employer that there should be annual cost of living pay awards each and every year and that they</p>

	<p>should be fully funded at source by Governments. As there is no specific provision within the Provisional Settlement for annual pay awards for 2021/22 then there can be none. Both Governments are lacking a public sector pay strategy. The cost burdens of annual pay awards cannot fall on public sector employers.</p>
2.09	<p>Implications of the Settlement</p> <p>If the direction of the UK Government is applied then the Council's minimum budget requirement is reduced from £16.750m to £13.818m. This revision makes pay provision of £0.600m for lower paid workers and removes all other pay provision.</p> <p>Flintshire required an annual uplift of 4.1% in the Settlement to meet this revised minimum budget requirement. The Settlement falls short by £0.600m or 0.3%.</p> <p>Whilst work in ongoing on the budget the Settlement is adequate for the Council to be in a position to set a legal and balanced budget provided that no unfunded national pay awards are negotiated later in the year.</p> <p>The remaining issues to be concluded prior to the recommendation of a balanced budget are set out below:</p>
	<p>REMAINING ISSUES FOR BUDGET CLOSURE</p>
2.10	<p>Service Transformation and Efficiencies</p> <p>No new efficiencies of scale are possible. A minimum target of £1.0m was built into the budget estimate for newly identified service efficiencies. This was reset at £1.75m in December following further work. It is anticipated that the final estimate will be around £2m.</p>
2.11	<p>Specific Grants</p> <p>The Provisional Settlement included some detail on specific grants and further detail is awaited in a number of areas. An additional £10.0m was announced for social care although eligibility criteria has not yet been received for us to be confident that this can be used to meet existing cost pressures within the budget. There is an expected reduction in the Sustainable Waste Management Grant of £1.0m across Wales which will result in a cost pressure of £0.050m. This will need to be built into the budget estimate.</p>
2.12	<p>Reserves Uplift</p> <p>Within the revised budget estimate is an amount of £0.500m to replenish reserves. The majority of the additional costs and income losses arising from the ongoing pandemic continue to be met from the Welsh Government Hardship Fund and Income Fund. The projected outturn for the 2020/21 budget shows a balanced position and it might be possible to remove this figure from the estimate.</p>

2.13	<p>Council Tax Reduction Scheme (CTRS)</p> <p>A cost pressure of £1.172m is included in the budget requirement based on increases in demand for benefits earlier in this financial year. Demand has since stabilised noting that Welsh Government has reimbursed additional spend for the first half of the year. The Council will need to make budgetary provision for CTRS entitlement from the annual Council Tax increase as the financial impact of this is not included in the Settlement. There may be scope to reduce this overall cost pressure provision based on forecast demand.</p>								
2.14	<p>Out of County Placements</p> <p>Additional funding of £2.7m was included in the budget for 2020/21 to keep pace with demand. As at the Month 8 2020/21 budget monitor report there is a net projected overspend of £0.566m. Therefore, additional budget provision within the budget estimate will be required for 2021/22.</p>								
2.15	<p>Council Tax</p> <p>A cost pressure of £0.600m is included in the revised budget requirement to mitigate the impacts of a significant reduction in collection levels in the current financial year. Welsh Government will be considering any potential support requirements across Wales over the coming months. The purpose of the provision is to absorb any increase in bad debt from non-collected tax. Based on collection rate forecasts it might be possible to reduce the level of this provision. The level of the annual increase in Council Tax will be a decision for full Council in February. The recommended annual increase will be below 5% in line with the position taken by Council previously.</p>								
2.16	<p>SUMMARY AND CONCLUSIONS</p> <p>A legal and balanced budget for 2021/22 can be recommended by Cabinet to Council based on the above calculations and assumptions. The Council will continue to press Welsh Government for an improved Settlement at the final stage.</p>								
2.17	<p>Budget Timeline</p> <table border="1" data-bbox="300 1525 1369 1675"> <thead> <tr> <th data-bbox="300 1525 687 1563">Date</th> <th data-bbox="695 1525 1369 1563">Event</th> </tr> </thead> <tbody> <tr> <td data-bbox="300 1563 687 1601">19 January 2021</td> <td data-bbox="695 1563 1369 1601">Cabinet – Budget Review</td> </tr> <tr> <td data-bbox="300 1601 687 1639">16 February 2021</td> <td data-bbox="695 1601 1369 1639">Cabinet and Council – Budget Setting</td> </tr> <tr> <td data-bbox="300 1639 687 1675">2 March 2021</td> <td data-bbox="695 1639 1369 1675">Welsh Government Final Budget/Settlement</td> </tr> </tbody> </table>	Date	Event	19 January 2021	Cabinet – Budget Review	16 February 2021	Cabinet and Council – Budget Setting	2 March 2021	Welsh Government Final Budget/Settlement
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3.00	RESOURCE IMPLICATIONS
3.01	<p>Revenue: the revenue implications for the 2021/22 budget are set out in the report.</p> <p>Capital: there are no new implications for the approved capital programme for either the current financial year or for future financial years – the capital programme will be subject to a separate report</p>

	Human Resources: there are no implications for additional capacity or for any change to current workforce structures or roles at this stage.
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4.00	IMPACT ASSESSMENT AND RISK MANAGEMENT
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4.01	Ways of Working (Sustainable Development) Principles Impact	
	Long-term	Negative – the absence of longer-term funding settlements from Welsh Government means that sustainable support for service delivery is challenging for the longer term. Sustainable funding from Welsh Government that provides additional funding for Indexation, Service demands and new legislation will provide a positive and sustainable position for the Council in the longer term.
	Prevention	As above
	Integration	Neutral Impact
	Collaboration	Services continue to explore opportunities for collaboration with other services and external partners to support positive impacts.
	Involvement	Communication with Members, residents and other stakeholders throughout the budget process.
	Well-Being Goals Impact	
	Prosperous Wales	Longer term funding settlements from Welsh Government that provide additional funding for indexation, service demands and new legislation will aid sustainability and support a strong economy that encourages business investment in the region. The opposite will be true if settlements are inadequate.
	Resilient Wales	Continuation of services to support communities and social cohesion will have a positive impact. The opposite will be true if settlements are inadequate.
	Healthier Wales	An appropriate level of funding will ensure that communities are supported and will have a positive impact. The opposite will be true if settlements are inadequate.
	More equal Wales	A positive impact with greater parity of funding from Welsh Government for all

		Welsh Local Authorities. The opposite will be true if settlements are inadequate.
	Cohesive Wales	Appropriate level of funding will support services working alongside partners. The opposite will be true if settlements are inadequate.
	Vibrant Wales	As Healthier and Cohesive Wales above
	Globally responsible Wales	Neutral impact.

5.00	CONSULTATIONS REQUIRED/CARRIED OUT
5.01	Overview and Scrutiny Committees in November 20.

6.00	APPENDICES
6.01	Appendix 1: MTFS Forecast 2021/22 – 2023/24 Appendix 2: Report to Cabinet 15 December 2020 Appendix 3: Presentation made to Cabinet 23 December 2020

7.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
7.01	The series of preparatory budget reports for the 2021/22 financial year.

8.00	CONTACT OFFICER DETAILS
8.01	Contact Officer: Gary Ferguson, Corporate Finance Manager Telephone: 01352 702271 E-mail: gary.ferguson@flintshire.gov.uk

9.00	GLOSSARY OF TERMS
9.01	Medium Term Financial Strategy (MTFS): a written strategy which gives a forecast of the financial resources which will be available to a Council for a given period, and sets out plans for how best to deploy those resources to meet its priorities, duties and obligations. Revenue: a term used to describe the day to day costs of running Council services and income deriving from those services. It also includes charges for the repayment of debt, including interest, and may include direct financing of capital expenditure.

Budget: a statement expressing the Council's policies and service levels in financial terms for a particular financial year. In its broadest sense it includes both the revenue budget and capital programme and any authorised amendments to them.

Revenue Support Grant: the annual amount of money the Council receives from Welsh Government to fund what it does alongside the Council Tax and other income the Council raises locally. Councils can decide how to use this grant across services although their freedom to allocate according to local choice can be limited by guidelines set by Government.

Specific Grants: An award of funding from a grant provider (e.g. Welsh Government) which must be used for a pre-defined purpose.

Welsh Local Government Association: the representative body for unitary councils, fire and rescue authorities and national parks authorities in Wales.

Financial Year: the period of 12 months commencing on 1 April.

Local Government Funding Formula: The system through which the annual funding needs of each council is assessed at a national level and under which each council's Aggregate External Finance (AEF) is set. The revenue support grant is distributed according to that formula.

Aggregate External Finance (AEF): The support for local revenue spending from the Welsh Government and is made up of formula grant including the revenue support grant and the distributable part of non-domestic rates.

Provisional Local Government Settlement: The Provisional Settlement is the draft budget for local government published by the Welsh Government for consultation. The Final Local Government Settlement is set following the consultation.

Funding Floor: a guaranteed level of funding for councils who come under the all-Wales average change in the annual Settlement. A floor has been a feature of the Settlement for many years.

MTFS - SUMMARY OF PRESSURES	Revisions			Revisions			Revisions		
	2021/22			2022/23			2023/24		
	Bottom	Middle	Top	Bottom	Middle	Top	Bottom	Middle	Top
	£m	£m	£m	£m	£m	£m	£m	£m	£m
Prior Year Decisions / Approvals									
One Off Efficiencies dropping out (20/21)	0.300	0.300	0.300						
One Off Pressures dropping out (19/20)	(0.056)	(0.056)	(0.056)						
Unrealised Efficiency - Legal Svcs/Ind Est Review	0.092	0.092	0.092						
Unrealised Efficiency - Postage - Council Tax	0.035	0.035	0.035						
Unrealised Efficiency - Postage - Benefits	0.041	0.041	0.041						
Unrealised Efficiency - Market Review	0.035	0.035	0.035						
Unrealised Efficiency - Salary Sacrifice - AVC's	0.070	0.070	0.070						
Minimum Revenue Provision (MRP) - Existing	0.300	0.300	0.300	0.300	0.300	0.300	0.300	0.300	0.300
Further borrowing costs for Capital Programme	0.015	0.015	0.015	0.001	0.001	0.001	0.001	0.001	0.001
Marleyfield Revenue Costs	0.425	0.425	0.425						
Total - Prior Years Decisions / Approvals	1.257	1.257	1.257	0.301	0.301	0.301	0.301	0.301	0.301
Loss of Income									
Reduced Energy Sales - Reduction in gas generation	0.120	0.120	0.120						
Markets - Scale of markets reducing	0.074	0.086	0.114						
Pest Control - Reduction in customer led demand	0.040	0.046	0.052						
Sale of Newtech Square - Rent no longer collected	0.095	0.095	0.095						
Enterprise Centres - Reduction in occupancy levels	0.050	0.050	0.050						
Recyclate Markets - Volatility in price & volume	0.299	0.479	0.730						
Registration Service - Cancellation of events	0.036	0.069	0.100	(0.036)	(0.069)	(0.100)			
Total - Loss of Income	0.714	0.945	1.261	(0.036)	(0.069)	(0.100)			
CUMULATIVE TOTAL	1.971	2.202	2.518	0.265	0.232	0.201	0.301	0.301	0.301
Legislative / Unavoidable Indexation Pressures									
Sleep in Pay Ruling	0.125	0.125	0.125						
Private Water Supplies	0.104	0.104	0.104				(0.052)	(0.052)	(0.052)
SUDS	0.112	0.112	0.112						
Fee Increases - Coroners	0.025	0.025	0.025	0.027	0.027	0.027	0.029	0.029	0.029
Independent Review Panel for Wales (IRPW)	0.028	0.028	0.028	0.029	0.029	0.029	0.030	0.030	0.030
North Wales Fire and Rescue Authority	0.314	0.314	0.314	0.324	0.324	0.324	0.336	0.336	0.336
Adoption Service	0.022	0.022	0.022						
Liberty Protection Safeguards				0.150	0.275	0.400			
Parc Adfer Contract inflation	0.052	0.052	0.052	0.045	0.045	0.045	0.045	0.045	0.045
Total - Legislative / Unavoid Index'n Pressures	0.783	0.783	0.783	0.574	0.699	0.824	0.388	0.388	0.388
CUMULATIVE TOTAL	2.754	2.984	3.301	0.839	0.931	1.025	0.689	0.689	0.689
Requiring National Resolution									
Benefits - CTRS	1.172	1.414	1.654	0.608	0.621	0.633	0.639	0.652	0.664
Council Tax Collection Levels	0.600	1.000	1.600						
Social Care Commissioning	1.880	1.945	3.825	2.037	2.037	2.037	2.116	2.116	2.116
Total - National Resolution Pressures	3.652	4.359	7.079	2.646	2.658	2.670	2.755	2.767	2.780
CUMULATIVE TOTAL	6.406	7.343	10.380	3.485	3.589	3.695	3.443	3.456	3.469
National Funding Requirement									
NJC Pay Award Estimate (Non Schools)	1.926	2.556	3.147	1.817	2.428	3.051	1.636	2.289	2.949
NJC Pay Award Estimate (Non Schools) - 20/21	0.612	0.612	0.612						
NJC Pay Award Estimate (Schools)	0.709	0.922	1.134	0.765	0.990	1.219	0.784	1.023	1.063
NJC Pay Award Estimate (Schools) - 20/21	0.206	0.206	0.206						
Teacher Pay Award Estimate - 21/22	0.901	0.901	0.901	1.564	2.131	2.703	1.609	2.209	2.822
Teacher Pay Award Estimate - 20/21 (7/12ths)	0.536	0.536	0.536						
Teacher Pay Award Estimate - 20/21 (5/12ths)	0.897	1.217	1.537						
Total - National Funding Requirement	5.787	6.949	8.073	4.145	5.549	6.973	4.029	5.521	6.834
CUMULATIVE TOTAL	12.192	14.292	18.452	7.630	9.139	10.668	7.472	8.977	10.302
Strategic Decisions									
School Transport - General	0.163	0.163	0.163						
School Transport - Closure of John Summers	0.050	0.050	0.050						
Post 16 Transport	0.047	0.047	0.047						

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	2021/22			2022/23			2023/24		
	Bottom	Middle	Top	Bottom	Middle	Top	Bottom	Middle	Top
	£m	£m	£m	£m	£m	£m	£m	£m	£m
Social Services Adults Transport	0.063	0.063	0.063						
Social Services Childrens Transport	0.044	0.044	0.044						
Carelink - Alarm Monitoring Contract	0.125	0.125	0.125						
Carelink - Budget Issue (HSG)	0.216	0.216	0.216	0.109	0.109	0.109			
Transition to Adulthood	0.495	0.656	1.100	1.176	1.176	1.176	0.656	0.656	0.656
Secondary School Funding Review		0.764	1.529						
Secondary School Deficits		1.474	2.948		1.914	0.440		0.180	0.180
ALN - Reforms	0.144	0.340	0.597	0.223	0.223	0.223	0.017	0.017	0.017
ALN - Schools		0.422	0.845						
PRU new Build (Increased capacity)		0.061	0.074		0.045	0.113			
New PRU Building - Revenue Costs	0.027	0.027	0.027	0.019	0.019	0.019			
Children's Registered Residential Care Home	0.138	0.138	0.138	0.413	0.413	0.413			
P2P Upgrade	0.024	0.024	0.024	(0.019)	(0.019)	(0.019)			
Addressing Poverty - FSM - Demand	0.253	0.253	0.253						
Addressing Poverty - FSM - Increase in Allowance		0.107	0.174						
Joint Archive Service - Borrowing Costs							0.142	0.142	0.142
Joint Archive Service - Revenue costs			0.039			0.004			0.004
Benefits - Additional Staffing	0.300	0.300	0.300						
Ash Dieback	0.060	0.060	0.060						
21C Schools - Band B Borrowing Costs	0.015	0.015	0.015	0.097	0.097	0.097	0.912	0.912	0.912
Business Manager - Streetscene	0.072	0.072	0.072						
Home Education	0.046	0.046	0.046						
Primary Learning Advisor	0.080	0.080	0.080						
Missing from Home Coordinator	0.034	0.034	0.034						
Feasibility Study Provision Top Up	0.050	0.050	0.050						
NWEAB Contribution	0.104	0.126	0.148						
Total - Strategic Decisions	2.548	5.755	9.258	2.017	3.977	2.575	1.727	1.907	1.911
CUMULATIVE TOTAL	14.740	20.047	27.710	9.648	13.115	13.243	9.199	10.884	12.213

Summary of Pressures 21/22 - 23/24

Summary of Pressures	21 / 22			22 / 23			23 / 24		
	L	M	T	L	M	T	L	M	T
	£m	£m	£m	£m	£m	£m	£m	£m	£m
Prior Year Decisions/Approvals	1.257	1.257	1.257	0.301	0.301	0.301	0.301	0.301	0.301
Income Loss	0.714	0.945	1.261	(0.036)	(0.069)	(0.100)	0.000	0.000	0.000
Legislative/Unavoidable Indexation Press	0.783	0.783	0.783	0.574	0.699	0.824	0.388	0.388	0.388
National Resolution Pressures	3.652	4.359	7.079	2.646	2.658	2.670	2.755	2.767	2.780
National Funding Requirement (Pay)	5.787	6.949	8.073	4.145	5.549	6.973	4.029	5.521	6.834
Strategic Decisions	2.548	5.755	9.258	2.017	3.977	2.575	1.727	1.907	1.911
Total Pressures	14.740	20.047	27.710	9.648	13.115	13.243	9.199	10.884	12.213

Mae'r dudalen hon yn wag yn bwrpasol

CABINET

Date of Meeting	Tuesday, 15 th December 2020
Report Subject	Medium Term Financial Strategy and Annual Budget 2021/22
Cabinet Member	Cabinet Member for Finance for Finance
Report Author	Corporate Finance Manager and Chief Executive
Type of Report	Strategic

EXECUTIVE SUMMARY

This report (1) updates the budget estimate for 2021/22 in advance of the formal budget-setting process (2) gives feedback from the Overview and Scrutiny Committees who were consulted on the budget estimate throughout November and (3) updates on the national budget position.

The report presents an updated budget estimate and re-sets the budget solutions strategy which is highly dependent on sufficient national funding for local government and is unchanged since last year.

All five Overview and Scrutiny Committees had been consulted on the budget estimate and strategy, and specifically on the cost pressures included in the estimate for their respective portfolios. The Committees, as one, did the following:-

- Supported the overall budget strategy;
- Noted and endorsed the individual portfolio cost pressures;
- Supported the expectations of Governments on national funding;
- Noted and accepted the combined efficiency target of £1m - £2m;
- Did not put forward any further efficiency options to explore; and
- Supported the Council's position on local taxation policy i.e. an upper limit of a 5% annual rise in Council Tax.

The Chancellor announced the outcome of the UK Spending Review on 25th November and the implications for Wales are summarised in the report.

The Provisional Local Government Settlement is due to be announced by Welsh Government on 22nd December. A budget timetable is included in the report.

RECOMMENDATIONS

1	To approve the updated budget estimate for 2021/22.
2	To receive the feedback from the five Overview and Scrutiny Committees.
3	To review and re-set the strategy to set a legal and balanced budget for 2021/22.

REPORT DETAILS

1.00	EXPLAINING THE MEDIUM-TERM FINANCIAL STRATEGY 2021/22 – 2023/24 AND THE BUDGET ESTIMATE 2021/22
1.01	The Council reviews the Medium-Term Financial Strategy (MTFS) on an annual basis in advance of setting each annual budget. This report updates both the MTFS and the budget estimate for 2021/22.
1.02	<p>The cost pressures included within the budget estimate have been categorised as follows:</p> <ul style="list-style-type: none">- Prior Year Decisions/ Approvals- Loss of Income- Legislative/Unavoidable Indexation- Issues requiring national resolution- National Funding Requirements (Pay Awards)- Strategic Considerations <p>Appendix 1 sets out the revised MTFS and budget forecast. A range is shown for cost pressures from low to high.</p>
1.03	All five Overview and Scrutiny Committees have been consulted on the budget estimate and strategy, and specifically on the cost pressures included in the estimate for their respective portfolios.
1.04	<p>The Committees, as one, did the following:-</p> <ul style="list-style-type: none">• Supported the overall budget strategy;• Noted and endorsed the individual portfolio cost pressures;• Supported the expectations of Governments on national funding;• Noted and accepted the combined efficiency target of £1m - £2m;• Did not put forward any further efficiency options to explore; and• Supported the Council's position on local taxation policy i.e. an upper limit of a 5% annual rise in Council Tax.
1.05	The Chancellor set out the outcomes of the Spending Review for the United Kingdom on 25 th November. For Wales the key implications are:

	<ul style="list-style-type: none"> • £1.3bn additional funding to the Welsh Government with (£770m for ongoing emergency funding and £560m for core public services funding) • Public sector pay rises to be suspended other than for designated NHS workgroups and for all those earning less than £24,000 per year • Minimum Wage to rise by 2.2% for those aged 23 and over
1.06	<p>The Draft Welsh Budget is due to be announced on 21st December followed by the Provisional Local Government Settlement on 22nd December.</p> <p>UK Government has chosen not to make financial provision for public sector pay awards beyond those referred to above. However, the UK Government does not have control over (1) local government UK national pay negotiations between the employers and the recognised trade unions or (2) teachers' pay awards in Wales which is now a devolved responsibility. Therefore, at this early stage and pending any new pay negotiations it cannot be assumed that there will not be new pay cost pressures for councils in Wales in 2021/22.</p>

2.00	THE REVISED BUDGET ESTIMATE AND FUNDING SOLUTIONS
2.01	<p><u>North Wales Fire and Rescue Authority (NWFRA)</u></p> <p>Confirmation has been received of the level of contribution required to fund the NWFRA for 2021/22. The level of contribution from Flintshire has increased by £0.314m. This is £0.154m higher than first expected.</p>
2.02	<p><u>North Wales Economic Ambition Board (NWEAB)</u></p> <p>As part of the partnership arrangement for the NWEAB all councils in the region have agreed to contribute to the costs of early capital borrowing. The contribution will be between £0.104m and £0.148m and has now been built into the forecast.</p>
2.03	<p><u>Parc Adfer – Contract Inflation</u></p> <p>The North Wales Regional Waste Partnership contract with Parc Adfer specifies the base gate fee price. The fee is indexed each year using the Retail Price Indexation (RPI). For 2021/22 there is an additional cost of £0.052m.</p>
2.04	<p><u>Additional Learning Needs – Schools/Registration Services Income</u></p> <p>The estimate has been updated for these services.</p>

2.05 **Table 1: Revised Budget Requirement Estimate 2021/22**

Summary of Pressures	2021 / 22		
	L	M	H
	£m	£m	£m
Prior Year Decisions/Approvals	1.257	1.257	1.257
Income Loss	0.714	0.945	1.261
Legislative/Unavoidable Indexation Pressures	0.783	0.783	0.783
National Resolution Pressures	3.652	4.359	7.079
National Funding Requirement (Pay)	5.787	6.949	8.073
Strategic Decisions	2.548	5.755	9.258
Total Pressures	14.740	20.047	27.710

L= low estimate M = medium estimate H = high estimate

The above estimates still make provision for national pay awards. The above estimates are under review and will be re-presented to Cabinet with and without pay provision included at a later date. Cabinet has directed that additional provision should be made within the budget estimate for (1) the secondary school funding formula and (2) Additional Learning Needs, if affordable. The budget estimate is re-revised at 2.10.

2.06 **Strategic Funding Solutions**

The solutions for balancing the budget are threefold:-

- Government Funding (Aggregate External Finance)
- Local Taxation and Income
- Service Transformation and Efficiencies

2.07 **Service Transformation and Efficiencies**

There are no efficiencies of scale remaining. The need for service resilience in each portfolio has been underlined by the challenges posed in the ongoing emergency situation. A minimum target of £1.0m was originally built into the budget estimate for newly identified service efficiencies. Following further work this has been reset at £1.75m.

2.08 The table below sets out scenarios to balance the budget for 2021/22 at the minimum budget requirement level set out in 2.05.

Table 2: Scenarios For Balancing the Budget

Budget Minimum Estimate £m	14.740	14.740	14.740	14.740	14.740	14.740
Percentage Increase	0%	1%	2%	3%	4%	5%
	£m	£m	£m	£m	£m	£m
RSG	0	1.994	3.988	5.982	7.975	9.969
Efficiencies	1.750	1.750	1.750	1.750	1.750	1.750
Council Tax (Note)	0.633	1.506	2.378	3.250	4.123	4.995
Total Potential Funding	2.383	5.250	8.116	10.982	13.848	16.714
Remaining Balance	12.357	9.490	6.624	3.758	0.892	(1.974)

Note: Council Tax estimates are gross. Any impact of the Council Tax Reduction Scheme (CTRS) will need to be built in as costs.

2.09 The funding strategy is highly dependent on sufficient national funding for local government. The Welsh Local Government Association (WLGA) has made the case for an additional £280m of RSG for local authorities for 2021/22 including Flintshire.

2.10 Table 3 sets out the revised budget estimate incorporating the pressures for Schools Funding, Additional Learning Needs and Reserves as directed by Cabinet, and illustrates the level of funding required from Welsh Government.

Table 3 – Revised Budget Requirement Estimate 2021/22

Budget Minimum Estimate £m	16.750	16.750	16.750	16.750	16.750	16.750
Percentage Increase	4%	4.5%	5%	5.5%	6%	6.5%
	£m	£m	£m	£m	£m	£m
RSG	7.975	8.972	9.969	10.966	11.963	12.960
Efficiencies	1.750	1.750	1.750	1.750	1.750	1.750
Council Tax (Note)	4.123	4.559	4.995	4.995	4.995	4.995
Total Potential Funding	13.848	15.281	16.714	17.711	18.708	19.705
Remaining Balance	2.902	1.469	0.036	(0.961)	(1.958)	(2.955)

	Note: Council Tax estimates are gross and included at an upper limit of 5%. Any impact of the Council Tax Reduction Scheme (CTRS) will need to be built in as costs.																
2.11	<p>Table 4 – Budget Timeline</p> <table border="1"> <thead> <tr> <th>Date</th> <th>Event</th> </tr> </thead> <tbody> <tr> <td>15 December 2020</td> <td>Cabinet – Budget Estimate and Strategy</td> </tr> <tr> <td>21 December 2020</td> <td>Welsh Government Draft Budget</td> </tr> <tr> <td>22 December 2020</td> <td>Provisional Local Government Settlement</td> </tr> <tr> <td>23 December 2020</td> <td>Special Cabinet and all Member Briefing</td> </tr> <tr> <td>19 January 2021</td> <td>Cabinet – Budget Review</td> </tr> <tr> <td>16 February 2021</td> <td>Cabinet and Council – Budget Setting</td> </tr> <tr> <td>2 March 2021</td> <td>Welsh Government Final Budget/Settlement</td> </tr> </tbody> </table>	Date	Event	15 December 2020	Cabinet – Budget Estimate and Strategy	21 December 2020	Welsh Government Draft Budget	22 December 2020	Provisional Local Government Settlement	23 December 2020	Special Cabinet and all Member Briefing	19 January 2021	Cabinet – Budget Review	16 February 2021	Cabinet and Council – Budget Setting	2 March 2021	Welsh Government Final Budget/Settlement
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3.00	RESOURCE IMPLICATIONS
3.01	<p>Revenue: the revenue implications for the 2021/22 budget are set out in the report.</p> <p>Capital: there are no new implications for the approved capital programme for either the current financial year or for future financial years – the capital programme will be subject to a separate report</p> <p>Human Resources: there are no implications for additional capacity or for any change to current workforce structures or roles at this stage.</p>

4.00	IMPACT ASSESSMENT AND RISK MANAGEMENT								
4.01	<p>Ways of Working (Sustainable Development) Principles Impact</p> <table border="1"> <tbody> <tr> <td>Long-term</td> <td>Negative – the absence of longer-term funding settlements from Welsh Government means that sustainable support for service delivery is challenging for the longer term. Sustainable funding from Welsh Government that provides additional funding for Indexation, Service demands and new legislation will provide a positive and sustainable position for the Council in the longer term.</td> </tr> <tr> <td>Prevention</td> <td>As above</td> </tr> <tr> <td>Integration</td> <td>Neutral Impact</td> </tr> <tr> <td>Collaboration</td> <td>Services continue to explore opportunities for collaboration with other services and external partners to support positive impacts.</td> </tr> </tbody> </table>	Long-term	Negative – the absence of longer-term funding settlements from Welsh Government means that sustainable support for service delivery is challenging for the longer term. Sustainable funding from Welsh Government that provides additional funding for Indexation, Service demands and new legislation will provide a positive and sustainable position for the Council in the longer term.	Prevention	As above	Integration	Neutral Impact	Collaboration	Services continue to explore opportunities for collaboration with other services and external partners to support positive impacts.
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Prevention	As above								
Integration	Neutral Impact								
Collaboration	Services continue to explore opportunities for collaboration with other services and external partners to support positive impacts.								

Involvement	Communication with Members, residents and other stakeholders throughout the budget process.
Well-Being Goals Impact	
Prosperous Wales	Longer term funding settlements from Welsh Government that provide additional funding for indexation, service demands and new legislation will aid sustainability and support a strong economy that encourages business investment in the region. The opposite will be true if settlements are inadequate.
Resilient Wales	Continuation of services to support communities and social cohesion will have a positive impact. The opposite will be true if settlements are inadequate.
Healthier Wales	An appropriate level of funding will ensure that communities are supported and will have a positive impact. The opposite will be true if settlements are inadequate.
More equal Wales	A positive impact with greater parity of funding from Welsh Government for all Welsh Local Authorities. The opposite will be true if settlements are inadequate.
Cohesive Wales	Appropriate level of funding will support services working alongside partners. The opposite will be true if settlements are inadequate.
Vibrant Wales	As Healthier and Cohesive Wales above
Globally responsible Wales	Neutral impact.

5.00	CONSULTATIONS REQUIRED/CARRIED OUT
5.01	Overview and Scrutiny Committees in November 20.

6.00	APPENDICES
6.01	Appendix 1. MTFs Forecast 2021/22 – 2023/24.

7.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
7.01	None

8.00	CONTACT OFFICER DETAILS
8.01	<p>Contact Officer: Gary Ferguson,, Corporate Finance Manager Telephone: 01352 702271 E-mail: gary.ferguson@flintshire.gov.uk</p>

9.00	GLOSSARY OF TERMS
9.01	<p>Medium Term Financial Strategy (MTFS): a written strategy which gives a forecast of the financial resources which will be available to a Council for a given period, and sets out plans for how best to deploy those resources to meet its priorities, duties and obligations.</p> <p>Revenue: a term used to describe the day to day costs of running Council services and income deriving from those services. It also includes charges for the repayment of debt, including interest, and may include direct financing of capital expenditure.</p> <p>Budget: a statement expressing the Council's policies and service levels in financial terms for a particular financial year. In its broadest sense it includes both the revenue budget and capital programme and any authorised amendments to them.</p> <p>Revenue Support Grant: the annual amount of money the Council receives from Welsh Government to fund what it does alongside the Council Tax and other income the Council raises locally. Councils can decide how to use this grant across services although their freedom to allocate according to local choice can be limited by guidelines set by Government.</p> <p>Specific Grants: An award of funding from a grant provider (e.g. Welsh Government) which must be used for a pre-defined purpose.</p> <p>Welsh Local Government Association: the representative body for unitary councils, fire and rescue authorities and national parks authorities in Wales.</p> <p>Financial Year: the period of 12 months commencing on 1 April.</p> <p>Local Government Funding Formula: The system through which the annual funding needs of each council is assessed at a national level and under which each council's Aggregate External Finance (AEF) is set. The revenue support grant is distributed according to that formula.</p> <p>Aggregate External Finance (AEF): The support for local revenue spending from the Welsh Government and is made up of formula grant</p>

including the revenue support grant and the distributable part of non-domestic rates.

Provisional Local Government Settlement: The Provisional Settlement is the draft budget for local government published by the Welsh Government for consultation. The Final Local Government Settlement is set following the consultation.

Funding Floor: a guaranteed level of funding for councils who come under the all-Wales average change in the annual Settlement. A floor has been a feature of the Settlement for many years.

Mae'r dudalen hon yn wag yn bwrpasol

Budget 2021/22

Local Government Settlement

Tudalen 43

Cabinet

December 2020



Recent Events

- Chancellor of the Exchequer's UK Spending Review Announcement made on 17th November
- Welsh Government announced its budget for Wales for 2021/22 on 21st December (open for consultation)
- Welsh Government announced the Provisional Local Government Settlement for 2021/22 on 22nd December (now open for consultation)

Provisional Settlement – Headlines 1/2

- Average uplift in Revenue Support Grant (RSG) for local government of 3.8% after transfer adjustments
- Range of increases Council by Council from 2.0% (Ceredigion) to 5.6% (Newport)
- Flintshire on the average this year based on the demographic data which is applied to the Local Government Funding Formula and will receive 3.8%
- Additional £10m for Social Care Workforce Grant on top (up to £0.5m for Flintshire)
- The allocation for local government at £176m is £104m less than the total requirement presented by WLGA

Provisional Settlement – Headlines 2/2

- **Specific Grants:** list of grants published and variations being worked through. Some potential risks to core budgets if any reduction in grant
- **Capital:** an unchanged allocation for local government. Confirmed continuation of the Public Highways Refurbishment grant
- **Continued Emergency Funding:** provision made in Welsh budget. Detail on allocations awaited
- **Public Sector Pay Policy:** see next slide

Pay Policy 1/3

- The Chancellor of the Exchequer's UK Spending Review Announcement made no provision for public sector pay awards other than lower paid workers (we have included £600k in our budget estimate for this) and NHS workers (not applicable to ourselves)
- UK Government cannot dictate pay negotiations for local government in the UK or teachers' pay in Wales which is now a devolved function
- Any additional pay awards for 2021/22 - which may transpire later - will need to be fully funded over and above this level of Settlement

Pay Policy 2/3 – Ministerial Statement

“The Minister was clear in the draft budget that one of the hard choices we have faced in setting our spending plans for next year is our approach to public sector pay. The reality is that we did not receive any additional funding through the Barnett formula to provide for public sector-wide pay awards next year given the UK Government’s decision to pause public sector pay increases with the exception of the NHS and those on the lowest wages. The implications of pay awards in 2021-22 will therefore need to be accommodated within your budget planning in the light of this Settlement.”

Pay Policy 3/3

- The Ministerial statement is ambivalent on pay policy
- The WLGA case for £280m included full provision for pay awards. It can be only be assumed that the lower Settlement figure – given the wording of the Statement - has pay provision extracted and that there is no intention to offer further annual pay awards in Wales in 2021/22 e.g. teachers
- We have built-in provision for a pay award for lower paid employees as per UK Government policy
- We have no budget provision in our revised minimum budget estimate for any further pay awards

Analysis – Impacts for Flintshire

- Flintshire appealed to Ministers for a minimum uplift in RSG of 5.7% against a minimum budget estimate of £16.750m (with full provision for pay awards calculated prior to the Spending Review)
- If the Spending Review is to be applied as is – and pay awards can be removed from the minimum budget estimate reducing it down to £13.818m – then an uplift in RSG of 4.1% would be sufficient
- On the lower minimum budget estimate the RSG uplift is around £0.6m or 0.3% short
- Subject to our working assumptions on national pay policy we can aim to set a legal and balanced annual budget on these figures with an annual Council Tax rise of under 5% and with ongoing work on (a) budget estimates and (b) emergency situation bad debt provision aiming to generate additional funding of £1.5m to set in the base against the major open risks (see final slide)

Provisional Settlement –Response 1/2

- The Provisional Settlement is close to sufficient at our revised minimum estimate level but could/should be higher - with the funding provision devolved in the recent Spending Review Statement - to protect councils against in-year risk in a volatile emergency situation
- It is disappointing that Welsh Government has fallen £104m short of the budget requirement set out by the WLGA
- Pay policy needs to be clarified as any annual pay awards, negotiated later and post budget-setting, will be unaffordable. National pay policy has to be synchronised with annual budget setting and should not be out of alignment
- a funding ‘floor’ is essential - and should be annual practice based on precedent and WLGA policy - and funded by Welsh Government over and above the Settlement figure and not cross-subsidised by councils above the floor

Provisional Settlement –Response 2/2

- specific additional funding provision should be set-aside for the risks in social care e.g. commissioning costs non-standard inflation and children's services
- all specific grants should be protected and index-linked. There appear to some risks in the specific grants scheduled
- Welsh Government to set out a clear policy on Council Tax
- Hardship and Income Loss funds for 2020/21 to be fully protected for Quarters 3 and 4
- Welsh Government to support councils with 2020/21 Quarter 4 additional payments against current service commitments and risks where it has projected underspends and available funds
- Hardship and Income Loss funds to be continued into 2021/22, with the additional funds in the Spending Review Statement, as required

Balancing the Budget 2021/22

Aims:-

- to set a legal and balanced annual budget based on these figures and assumptions
- to keep the annual Council Tax rise to under 5%
- to add £1.5m to the base budget – over and above the revised minimum estimate - to protect the Council from open risks in (a) commissioned social care (b) Out of County placements (c) education (d) any reductions in specific grants for core operational services

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 5



CABINET

Date of Meeting	Tuesday, 19 th January 2021
Report Subject	Council Plan 2021-22
Cabinet Member	Leader of the Council and Cabinet Member for Education
Report Author	Chief Executive
Type of Report	Strategic

EXECUTIVE SUMMARY

The Council Plan for 2017-23 was adopted by County Council to show the key priorities of the Council for the five year term of the new administration. The Plan is subject to annual review.

The content of the Council Plan for 2021/22 will continue to take into account continued recovery in addition to our longer-term strategic objectives.

The initial framework for Part One of the next version of the Council Plan is built around six themes:

- Economy
- Education and Skills
- Green Society and Environment
- Affordable and Accessible Housing
- Personal and Community Well-being
- Poverty

Each of these six themes is accompanied by a strategic statement. The statements lend themselves to Well-being objectives.

The six themes will be mapped out against the respective officer portfolios for reporting to the Overview and Scrutiny Committees.

This is the first stage of the plan development prior to consultation with Overview and Scrutiny Committees over the next meeting cycle.

RECOMMENDATIONS

1	To agree to share the draft of Part One of the Council Plan 2021-22 for consultation with Overview and Scrutiny Committees.
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REPORT DETAILS

1.00	EXPLAINING THE COUNCIL PLAN 2021/22
1.01	<p>The Council Plan for 2021-22 has a refreshed structure of six themes and supporting priorities which set ambition with measured realism as:</p> <p>Theme: Poverty Priorities:</p> <ul style="list-style-type: none">- Income Poverty- Child Poverty- Food Poverty- Fuel Poverty- Digital Poverty <p>Theme: Affordable and Accessible housing Priorities:</p> <ul style="list-style-type: none">- Housing support and Homeless prevention- Housing Needs and Housing Options- Social Housing- Private Rented Sector- Empty Properties <p>Theme: Green Society and Environment Priorities:</p> <ul style="list-style-type: none">- Carbon Neutrality- Fleet Strategy- Green Environment- Renewable Energy- Active and Sustainable Travel Options- Circular Economy <p>Theme: Economy Priorities:</p> <ul style="list-style-type: none">- Town Centre Regeneration- Business- Transport and digital infrastructure- LDP Targets- Spending money for the benefit of Flintshire- Reducing Worklessness <p>Theme: Personal and Community Well-being Priorities:</p> <ul style="list-style-type: none">- Independent Living- Safeguarding- Direct Provision to support people closer to home- Local Dementia Strategy

	<ul style="list-style-type: none"> - A well-connected, safe and clean local environment. <p>Theme: Education and Skills</p> <p>Priorities:</p> <ul style="list-style-type: none"> - Educational Engagement and Achievement - Digital Learning Opportunities - Learning Environments - Learning Community Networks - Specialist Educational Provision - Welsh Education Strategic Plan (WESP)
1.02	The work on the detail behind the priorities has progressed well and is attached at Appendix 1. Following consideration of the content by Cabinet all the Scrutiny Committees will be consulted with over the next cycle.
1.03	Following this cycle of consultation, the Plan will be presented to Cabinet in its second stage prior to adoption by the County Council in April/May.

2.00	RESOURCE IMPLICATIONS
2.01	Council planning and service portfolio business planning is dove-tailed with the periodic review of the Medium Term Financial Strategy and Capital Programme.

3.00	CONSULTATIONS REQUIRED / CARRIED OUT
3.01	<p>Consultation has been carried out with Chief Officers, Cabinet members and the wider internal senior management network on the framework of the Plan.</p> <p>Overview and Scrutiny committees will have the opportunity to be engaged in the development of the Plan.</p>

4.00	IMPACT ASSESSMENT AND RISK MANAGEMENT												
4.01	<p>Ways of Working (Sustainable Development) Principles Impact</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">Long-term</td> <td rowspan="5">Throughout the 2021/22 Council Plan development we will ensure the five ways of working are embedded within our ambitions and easily reported on.</td> </tr> <tr> <td>Prevention</td> </tr> <tr> <td>Integration</td> </tr> <tr> <td>Collaboration</td> </tr> <tr> <td>Involvement</td> </tr> </table> <p>Well-being Goals Impact</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">Prosperous Wales</td> <td rowspan="5">Throughout the 2021/22 Council Plan development we will be ensuring we capture our contributions to the seven well-being goals within our ambitions.</td> </tr> <tr> <td>Resilient Wales</td> </tr> <tr> <td>Healthier Wales</td> </tr> <tr> <td>More equal Wales</td> </tr> <tr> <td>Cohesive Wales</td> </tr> </table>	Long-term	Throughout the 2021/22 Council Plan development we will ensure the five ways of working are embedded within our ambitions and easily reported on.	Prevention	Integration	Collaboration	Involvement	Prosperous Wales	Throughout the 2021/22 Council Plan development we will be ensuring we capture our contributions to the seven well-being goals within our ambitions.	Resilient Wales	Healthier Wales	More equal Wales	Cohesive Wales
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Cohesive Wales													

	Vibrant Wales	
	Globally responsible Wales	
<p>Council's Well-being Objectives</p> <p>These are under review as part of this work.</p> <p>Risk Management</p> <p>The risks to the statutory requirements of the Plan include not publishing the Plan within statutory timescales and not adhering to the prerequisite content.</p> <p>Both these risks are managed through adherence to well established procedures for publishing the Plan.</p>		

5.00	APPENDICES
5.01	Appendix 1: Draft Council Plan (Part 1) 2021-22

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	None

7.00	CONTACT OFFICER DETAILS
7.01	<p>Contact Officer: Karen Armstrong, Corporate Business and Communications Executive Officer</p> <p>Telephone: 01352 702740</p> <p>E-mail: karen.armstrong@flintshire.gov.uk</p>

8.00	GLOSSARY OF TERMS
8.01	<p>Council Plan: the document which sets out the annual priorities of the Council. It is a requirement of the Local Government (Wales) Measure 2009 to set objectives and publish a Plan.</p>
8.02	<p>Medium Term Financial Strategy: a written strategy which gives a forecast of the financial resources which will be available to a Council for a given period, and sets out plans for how best to deploy those resources to meet its priorities, duties and obligations.</p>

Draft Council Plan 2021/22

Priority Name	Poverty
Description/ Well-being Objective	Protecting people from poverty by supporting them to meet their basic needs
<p>Income Poverty</p> <p>Definition: People on low income who are unable to meet day to day living costs</p>	<ul style="list-style-type: none"> • Families are supported to be financially resilient by: <ol style="list-style-type: none"> a) Maximising the number of people signposted for support to facilitate longer term behavioural change b) Ensuring that take-up to benefit entitlements is maximised in a timely way by processing claims efficiently c) Maximising take up of the Discretionary Housing Payments scheme and other financial support d) Continuing to offer our community hub (Contact Centres) approach bringing access to a range of programmes, services and agencies together in one place
<p>Child Poverty</p> <p>Definition: Children who don't have access to adequate food, clothing, shelter and education to lead a healthy and active life</p>	<ul style="list-style-type: none"> • The cost of sending children to school is reduced by: <ol style="list-style-type: none"> a) Making the processes for claiming free school meals as simple and straightforward as possible to increase the percentage of take-up against entitlement b) Encouraging take-up of the free school breakfast for year 7 pupils eligible for free school meals c) Maximising the take-up of the school uniform grant • Free access to books, ICT networks and devices and library services are maintained by: <ol style="list-style-type: none"> a) Maintaining the network of six libraries in partnership with Aura b) Increasing online access for books by children and young people
<p>Food Poverty</p> <p>Definition: People who are not able to access food that meets their daily nutritional needs and requirements</p>	<ul style="list-style-type: none"> • Everyone in Flintshire has access to affordable, good fresh food by: <ol style="list-style-type: none"> a) The development of a "Well Fed at Home service" by March 2022 b) The development and delivery of a "Hospital to Home" meals service by March 2022

	<ul style="list-style-type: none"> c) The introduction of a transported and delivered food service “Mobile Meals” to those who are vulnerable by March 2022
<p>Fuel Poverty</p> <p>Definition: Households that have higher than average fuel costs and meeting those costs will cause them to experience poverty.</p>	<ul style="list-style-type: none"> • Reducing the risk of fuel poverty for residents by increasing the energy efficiency of all homes by increasing the energy efficiency of homes • Engaging, supporting and referring vulnerable households to reduce fuel poverty and improve health and wellbeing
<p>Digital Poverty</p> <p>Definition: Inability to interact fully in a digital world</p>	<ul style="list-style-type: none"> • Support and enable access to the internet and devices to ensure people are not excluded from a digital world by: <ul style="list-style-type: none"> a) Supporting people to use appropriate digital technology through the Digital Champions Scheme b) Providing free of charge public access to the internet at Connects Centres and Aura library services c) Increasing uptake of access to devices through the Aura Library Loan Scheme d) Increasing take-up of ‘Learn my Way’ digital learning opportunities supported by Aura by Autumn 2021 • Support people to access information digitally by: <ul style="list-style-type: none"> a) Providing access to council services on the internet in a responsive way (information can be accessed using different devices) b) Promoting initiatives to help people to use digital technology now and in the future. c) Increasing access to information online to support people to retain their digital skills d) Promote the range of digital training and skill development provided by Coleg Cambria

Priority Name	Affordable and Accessible Housing
Description/ Well-being Objective	Housing in Flintshire meeting the needs of our residents and supporting safer communities
Housing support and homeless prevention Definition: Offering support at the right time, so people can sustain their housing, prevent homelessness and live well	<ul style="list-style-type: none"> • Commission a wide range of housing related support that meets the needs of the people of Flintshire • Promoting housing support and homeless prevention services with our residents and partners • Ensure there is a multi-agency partnership approach to homeless prevention and develop a culture where homelessness is “everyone’s business” • When homelessness does occur, ensure that it is rare, brief and non-recurring • Develop and extend our Housing First and Rapid Rehousing approaches for those who do experience homelessness • Remodel the “emergency beds” Homeless Hub accommodation offer and service delivery • Explore opportunities to develop a young person’s homeless hub offering accommodation and support services
Housing Needs and Housing Options Definition: Empowering people to explore their housing options so they can access the right homes to meet their needs	<ul style="list-style-type: none"> • Promote the Single Access Route to Housing (SARTH), Common Housing Register, Affordable Housing Register and Housing Support Gateway within the community and with professionals • Develop self-service approaches that enable people to identify their own housing options through online support • Pilot a risk assessment process to identify pre tenancy support needs to reduce risk of tenancy failure • Review our sheltered housing stock to ensure that it continues to meet the need and aspirations of current and prospective tenants • Explore opportunities to develop a young person’s homeless hub offering accommodation and support services
Social Housing Definition: Working with housing partners to develop and invest in affordable housing, with modern methods of construction,	<ul style="list-style-type: none"> • Working with housing association partners to build 142 new social housing properties and 32 additional affordable properties • Increasing Flintshire Council’s housing portfolio by building 50 social housing properties and 50 affordable properties for North East Wales (NEW) Homes

<p>and a commitment towards carbon neutral</p> <p>Poverty</p> <p>Green and Environment</p>	<ul style="list-style-type: none"> • Ensure that Flintshire Council housing stock meets the Welsh Housing Quality Standard and achieves a minimum SAP energy efficiency rating of 65 Link • Develop plans for the de-carbonisation of Flintshire Council homes in line with Welsh Government guidance to ensure their thermal efficiency is optimized and the cost of heating homes are minimized Link Link • Working with residents to ensure our communities are well managed, safe, and sustainable places to live LINK • Supporting our tenants to access technology and create sustainable digital communities • Listening to our tenants and working with them to improve our services, homes and communities
<p>Private Rented Sector</p> <p>Definition: Supporting the private sector to raise standards in the management and condition of housing and promote tenancy sustainment in our communities</p>	<ul style="list-style-type: none"> • Engaging with private sector tenants, giving them a voice and responding to their needs • Working in partnership with landlords and private sector agents to better understand their needs • Develop a “landlord offer” that encourages landlords to work with the Council to raise standards of property management and condition of homes where needed • Improve access to private sector properties for those who are homeless, at risk of homeless and in housing need • Map all Houses of Multiple Occupation (HMO’s) across Flintshire to ensure legal minimum housing standards are met and to improve residents’ quality of life
<p>Empty Properties</p> <p>Definition: Bringing empty homes back into use to enhance the local housing market and improve our local communities</p> <p>Economy</p>	<ul style="list-style-type: none"> • Bring empty homes back into use thorough the Empty Homes Loan • Explore opportunities to develop a project management service for non commercial landlords to encourage take up of the Empty Home Loan Scheme • Target problem empty homes in our communities and use enforcement powers where appropriate to improve our communities and increase housing supply • Explore opportunities to maximise housing and revitalize our towns through the redevelopment of the High Street Link

Priority Name	Green Society and Environment
Description/ Well-being Objective	Limiting the impact of the Council’s services on the natural environment and supporting the wider communities of Flintshire to reduce their own carbon footprint.
Carbon Neutrality Definition: A net carbon zero Council by 2030 and supporting wider decarbonisation actions across the County, making this central to Covid-19 recovery	<ul style="list-style-type: none"> • Governance structure (Carbon Programme Board) in place by 30 September 2021 • Net carbon zero action plan developed and approved by 31 March 2022 • Gather information on annual Council greenhouse gas emissions to submit to Welsh Government and the Carbon Programme Board by 30 June each year • Review of procurement policy to reduce greenhouse gas emissions from suppliers agreed by 31 March 2022 • Develop a policy for sustainable and long term energy usage in capital projects where this can be achieved
Fleet Strategy Definition: Reducing the environmental impact of our fleet by maximising the opportunities to utilise sustainable forms of transport across the Council’s fleet	<ul style="list-style-type: none"> • Journey Management and driver training: Ensure that all business journeys are subject to proper planning, and avoided wherever possible to minimise unnecessary mileage and environmental impact through use of remote meetings, home working, route optimisation, control of vehicle logs, capture corporate mileage figures etc. • Reduced ‘grey’ mileage through continued use of virtual meeting attendance and reduction in unnecessary journeys through the adoption of new ways of working • Conversion of authority’s fleet to electric and alternative fuels (hydrogen etc) where technically and economically feasible
Green Environment Definition: The promotion, good management and protection of our green spaces to deliver multiple benefits to the environment and our residents and visitors	<ul style="list-style-type: none"> • Delivery of the Urban Tree and Woodland Plan • Enhancement of the natural environment through the delivery of the Section 6 Environment Act Wales biodiversity duty • Develop a strategy to improve biodiversity and carbon sequestration on the agricultural estate by 31 December 2021

<p>Renewable Energy</p> <p>Definition: The promotion and support of renewable energy opportunities across the Council Estate and wider communities.</p>	<ul style="list-style-type: none"> • Assess feasibility of renewable energy and land assets and link to wider carbon ambitions by 30 September 2021 • Determine appropriate investment strategy for future renewable energy developments by 31 March 2022
<p>Active and Sustainable Travel Options</p> <p>Definition: Provide opportunities for increasing levels of walking and cycling (active travel) and enable access to other alternative and sustainable methods of travel</p>	<ul style="list-style-type: none"> • Promote the use of public transport through the further development of the Council’s core bus network • Promote active travel and further develop the Council’s cycleway network • Promotion of multi modal transport journeys and the development of strategic transport hubs • Development of the County’s electric car charging network • Development of the Council’s walking and cycling network
<p>Circular Economy</p> <p>Definition: Support and promote the Welsh Government’s strategy to create a sustainable, circular economy in Flintshire</p>	<ul style="list-style-type: none"> • Achievement of Welsh Government recycling targets • Development and extension of the Standard Yard Waste & Recycling Transfer Station by investing in infrastructure to enable future growth and capacity in terms of increasing the volume and quality of recyclable materials processed and reducing material contamination, thereby maximising potential income for recyclable materials for the Authority • Development and extension of the Greenfield Composting Facility and Waste Transfer Station to future proof the site for increased garden waste tonnages and explore the potential to offer the facility as a regional garden waste composting solution and re-use collection point from our Household Recycling Centres • Support and promote the development of Re-Use and Repair Cafés within the County and encourage charities to adopt our Household Recycling Centres in order to re-use and recover products and materials • Through partnership working, actively support and engage with community led groups by developing initiatives such as plastic free/zero waste

	<p>communities, environmental projects and re-use and recycling initiatives</p> <ul style="list-style-type: none"> • Support local businesses in their efforts to reduce their carbon footprint and become more resource efficient • Phase out single-use plastic within the Council
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Priority Name	Economy
Description/ Well-being Objective	Enabling a sustainable economic recovery
<p>Town Centre Regeneration</p> <p>Definition: Regenerate and re-invent our town centres</p>	<ul style="list-style-type: none"> • Monitor the health and vitality of town centres to support effective management and business investment decisions. • Promote town centre, hospitality and tourism businesses to help with their post-Covid recovery. • Encourage and support investment in town centre properties especially to facilitate more sustainable uses. • Improve the environment in town centres. • Support the growth of community enterprises in town centre locations.
<p>Business</p> <p>Definition: Enable business continuity and encourage appropriate investment</p> <p style="background-color: #55a868; color: white; padding: 2px;">Green Society and Environment</p>	<ul style="list-style-type: none"> • Engage small businesses and improve support packages available to them. • Support the post-Covid recovery of Flintshire's street and indoor markets. • Support the growth of the local and regional food and drink business sector through marketing and collaborative projects. • Support the recovery of the tourism and hospitality sectors and rebuild confidence in the industry. • Increase the scale and impact of the social business sector. • Support local businesses in their efforts to reduce their carbon footprint and become more resource efficient <p style="background-color: #55a868; color: white; padding: 2px;">Link</p>
<p>Transport and digital infrastructure</p> <p>Definition: Ensure that the transport and digital networks</p>	<ul style="list-style-type: none"> • Complete the connection of all eligible public buildings through the Local Full Fibre Network Project. • Start the delivery of the Flintshire elements of the North Wales Growth Deal investment in digital infrastructure. • Connect further rural communities to improved digital infrastructure.

<p>facilitate and support recovery and growth</p> <p>Green Society and Environment</p>	<ul style="list-style-type: none"> • Develop and deliver transport infrastructure improvements as part of North Wales Metro programme and the Council's Integrated Transport Strategy. • Ensure Flintshire strategic transport priorities are well-represented in the Regional Transport Plan from the forthcoming Corporate Joint Committee development. <p>Link</p>
<p>LDP Targets</p> <p>Definition: Achieve LDP policy objectives for growth, protection and enhancement</p>	<ul style="list-style-type: none"> • Ensure timely adoption of the LDP once Inspector's Report received • Monitor overall Plan performance via the Annual Monitoring Report (AMR) and submit to Welsh Government • Maintain and update the LDP housing Trajectory in line with planning decisions made • Make decisions at Planning Committee in line with the adopted LDP • Reference the LDP growth strategy in early work on a North Wales Strategic Development Plan (SDP)
<p>Spending money for the benefit of Flintshire</p> <p>Definition: Grow our local economic vitality through social value commitments and procurement strategy</p>	<ul style="list-style-type: none"> • Encourage and support commissioners and suppliers to generate additional well being outcomes. • Increase the ability and confidence of local businesses to supply the public sector. • Collate and celebrate the achievement of strategic well being outcomes.
<p>Reducing worklessness</p> <p>Definition: Work with our partners to support individuals to gain employment</p> <p>Poverty</p>	<ul style="list-style-type: none"> • Co-ordinate a multi-agency approach to support businesses to recruit staff from disadvantaged groups <p>Link</p> <ul style="list-style-type: none"> • Deliver mentoring and wider support programmes to assist disadvantaged people to re-engage with the labour market. Link

Priority Name	Personal and Community Well-being
Description/ Well-being Objective	Supporting people in need to live as well as they can
<p>Independent Living</p> <p>Definition: People will be supported to live as independently as possible through the right type of support, when they need it.</p>	<ul style="list-style-type: none"> • Provide an additional 32 placements at Marleyfield House Care Home to support older people, with a focus on independence. • Develop and extend our approach to Micro Care so there are more Providers supporting more people in their own homes • Increase the number of people who are able to make their own care arrangements through a Direct Payment • Ensure services for families with children aged 0-7 are better integrated through the 'Early Years Pathfinder' project
<p>Safeguarding</p> <p>Definition: Implement and promote the new safeguarding procedures so our employees understand how they can help safeguard people in the community</p>	<ul style="list-style-type: none"> • Develop and relaunch our corporate e-learning package to reflect the new safeguarding procedures. This will include extending access to the safeguarding e-learning module to key partners • Promote the 'duty to report' so our employees understand their responsibility to report safeguarding concerns • Implement an 'active offer' of advocacy support for people involved in the safeguarding process
<p>Direct Provision to support people closer to home</p> <p>Definition: The services we provide so people can access the support they need in their local community</p>	<ul style="list-style-type: none"> • Set up a registered Children's Home to help avoid the need for residential placements outside Flintshire • Grow our in-house homecare service to support more people to live at home • Grow our in house fostering service to support more looked after children • Extend Croes Atti Care Home for older people, with a focus on dementia care. • Develop the services we offer to provide respite for families with disabled children
<p>Local Dementia Strategy</p> <p>Definition: Continuing to improve the lives of people living with dementia in Flintshire</p>	<ul style="list-style-type: none"> • Work with registered Care homes providers and health partners to develop more long term nursing care placements for people who have dementia. • Develop a Flintshire Dementia strategy that sets a shared vision, and action, for the next phase of developing good dementia support for individuals, families, carers and communities

<p>A well-connected, safe and clean local environment.</p> <p>Definition: Resilient communities where people feel connected and safe</p>	<ul style="list-style-type: none"> • Protect residents and our environment from pollution and other public health and safety hazards by achieving the Streetscene Standard • Keep our local communities clean and safe through engagement, education and environmental enforcement • Work with local communities to inform a long term vision and delivery plan for using the Flexible Funding Grant programme to achieve positive outcomes for people

Priority Name	Education and Skills
Description/ Well-being Objective	Enabling and Supporting Learning Communities
<p>Educational Engagement and Achievement</p> <p>Definition: Providing diverse learning opportunities to support educational achievement in schools and communities</p>	<ul style="list-style-type: none"> • Maintain support for the rollout of the revised curriculum for pupils from 3-16 which better prepares them for their future lives and employment • Continue to support the raising of standards at all key stages to enable onward learner progression • Continue to improve attendance and reduce exclusions to maximise educational achievement • Continue to broaden the offer of alternative education opportunities to support learner engagement

<p>Digital Learning Opportunities</p> <p>Definition: Supporting education engagement and achievement through proactive use of accessible digital media</p>	<ul style="list-style-type: none"> • Support schools and wider education services to increase their digital offer for children and young people. • Develop a new delivery plan for Integrated Youth Services with a greater focus on digital engagement to increase participation • Increase the range of digital material hosted on the North East Wales Archive website and other digital services to encourage greater participation with the service • Continue to support learners who are 'digitally disadvantaged' to access IT devices to promote equity and engagement • Delivery of 'Learn My Way Free' IT courses in all Libraries from April 2021 • From January 2021 provide in partnership with Adult Community Learning informal community training for groups of 6 people in Flint Library to access Zoom and other online learning platforms • Arts Council Funded partnership with Gladstone Library and visual artist to provide digital art workshops based on collections at Gladstone Library
<p>Learning Environments</p> <p>Definition: Creating aspirational and flexible learning environments</p>	<ul style="list-style-type: none"> • Provide high quality learning environments through the Council's capital investment programme and WG grant funding streams • Progress the North East Wales Archive funding bid through the Stage 1 Heritage Horizons Award of the National Heritage Lottery Fund • Increase usage of community spaces in re-developed Flint Library and Wellbeing Hub by 15%
<p>Learning Community Networks</p> <p>Definition: Supporting our learning communities to engage and achieve through extensive partnership working unpinned by common safeguarding practices</p>	<ul style="list-style-type: none"> • Complete the contractual arrangements for the North East Wales Archive between Flintshire CC and Denbighshire CC to provide a sustainable and resilient service • Establish a sub-regional partnership for the delivery of Adult Community Learning with Wrexham CBC to maximise opportunities for participants and providers • Develop a Delivery Plan for Adult Community Learning with new partners to increase

	<p>engagement and improve skills within local communities</p> <ul style="list-style-type: none"> • Work with Adult Community Learning and Flintshire Learning Recovery & Wellbeing Network Partners to share best practice and maximise opportunities for learning within the community. Opportunities to be available in all Aura libraries from Summer 2021. • Work in partnership with Open University Wales to support and signpost library users to OpenLearn courses and subsequent learning pathways. OpenLearn Champions in each library from October 2020.
<p>Specialist Educational Provision</p> <p>Definition: Extending local capacity to support learners with additional learning needs (ALN)</p>	<ul style="list-style-type: none"> • Continue to embed the implementation plan to deliver a new statutory approach for supporting children and young people with learning needs from 0-25 years • Complete the build project for Plas Derwen (Pupil Referral Unit) to transform the delivery of this specialist service • Increase the capacity of Plas Derwen staff to delivery more outreach work to share their expertise across the schools workforce • Develop a long term strategy to ensure sufficient and appropriate capacity to support learners with a range of additional educational needs that maximises local expertise and financial resources
<p><u>Welsh Education Strategic Plan (WESP)</u></p> <p>Definition: Working with schools and partners to support the Welsh Government’s strategy to enable one million Welsh speakers by 2050</p>	<ul style="list-style-type: none"> • Increase the capacity and take up of Welsh medium education to achieve Welsh Government targets • Further Improve the Welsh language skills of staff in schools to more effectively support learners and the delivery of the curriculum • Continue to improve pupils’ standards of Welsh in all schools to encourage greater bilingualism • Extend the range of youth services which can be delivered bilingually to encourage young people to retain and use their Welsh language skills into early adulthood • Maintain Welsh Government Quality Indicator for Welsh Language resources in Aura libraries

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 6



CABINET

Date of Meeting	Tuesday 19 th January, 2021
Report Subject	Flintshire County Council Response to Welsh Government's Transport Strategy Consultation
Cabinet Member	Deputy Leader of the Council and Cabinet Member for Streetscene and Countryside
Report Author	Chief Officer (Streetscene & Transportation)
Type of Report	Strategic

EXECUTIVE SUMMARY

Welsh Government's (WG) overarching Transport Strategy sets out the future direction for transport in Wales. The existing Transport Strategy has now expired and WG have now published their new draft Strategy entitled '*Llwybr Newydd – A New Wales Transport Strategy*', with a request for comments from any interested parties by the 25 January 2021.

The implementation of WG's revised overarching Strategy will require all Welsh authorities to revise their Joint Local Transport Plans (JLTP) in order to reflect WG's desired direction for transport over the next 5 years. This in turn will instigate the revision of the Council's own Integrated Transport Plan, which will define the Council's own aspirations for transport over the same period.

This report provides Cabinet with an overview of the content of WG's revised Transport Strategy whilst also sharing details of the Council's proposed response to the formal consultation process.

RECOMMENDATIONS

1	That Cabinet notes Welsh Government's revised draft Wales Transport Strategy – ' <i>Llwybr Newydd – A New Wales Transport Strategy</i> '.
2	That Cabinet consider and approve the Council's response to the formal consultation process, subject to the inclusion of the Environment Overview and Scrutiny comments from their meeting in January.

REPORT DETAILS

1.00	BACKGROUND
1.01	<p>Responsibility for transport in Wales has been devolved to Welsh Government (WG) however, Welsh Councils, Transport for Wales, Network Rail, public and community transport operators and third sector organisations all have an interest and contribute to transport provisions and facilities across all modes of transport in Wales.</p>
1.02	<p>The WG Transport Strategy serves as the overarching document within the hierarchy of transport and sets the direction for transport in Wales in the coming years. Whilst the existing document is currently outdated, in November 2020, WG published the new draft Wales Transport Strategy entitled “<i>Llwybr Newydd – A New Wales Transport Strategy</i>” (WTS) which frames WG’s vision and long-term, 20-year ambitions for how transport can contribute to the wider social, environmental, economic and cultural well-being of people in Wales.</p>
1.03	<p>The WTS is a statutory document required by the Transport (Wales) Act 2006 (the Act), which places a duty on the Welsh Ministers to prepare and publish a WTS setting out its policies and how they will be discharged.</p> <p>Covering all modes of transport, the WTS sets WG’s strategic priorities and desired outcomes, providing a link to the wider priorities as well as plans at the local authority level. The Act requires the Welsh Ministers to keep the WTS under review and provides the powers to revise it from time to time.</p>
1.04	<p>The draft Strategy is currently at the consultation stage with responses being sought by WG by the 25 January 2021. A link enabling Members to view the draft strategy document has been enclosed within the accessible background documents for information.</p>
1.05	<p>Upon adoption of the revised Strategy, all Welsh authorities will have a statutory duty to revise their Joint Local Transport Plans (JLTP) in order to reflect WG’s desired direction for transport for the forthcoming 5 years. This in turn will instigate the subsequent revision of the Council’s own Integrated Transport Plan in which the Council’s own aspirations for transport will be defined.</p>
1.06	<p>WG’s revised Strategy aims to provide an accessible, sustainable transport system that is good for people and communities, good for the environment, good for the economy and places in Wales, and good for culture and the Welsh language, contributing to each of the seven national well-being goals set out in the Well-being of Future Generations (Wales) Act 2015.</p>
1.07	<p>In order for WG to deliver their vision and ambition for an accessible sustainable transport system, the following 5 year priorities have been defined;</p>

	<p>Priority 1: Reduce greenhouse gas emissions by planning ahead for better physical and digital connectivity, more local services, more home and remote working and more active travel, so that fewer people need to use their cars on a daily basis.</p> <p>Priority 2: Grow public transport use in Wales by providing services that everyone can use, wants to use, and does use.</p> <p>Priority 3: Safe, accessible, well-maintained and managed transport infrastructure that is also future-proofed to support public transport and electrification especially walking and cycling.</p> <p>Priority 4: Making sustainable transport choices more attractive and affordable to more people and businesses, whilst respecting the fact that many people including those in rural areas or disabled people, may not have options, and</p> <p>Priority 5: Supporting innovations that help more people and businesses adopt more sustainable transport choices.</p>
1.08	<p>A selection of 'mini-plans' detailing WG's vision and priorities for each mode of travel has been detailed within section 7 of the new Strategy document. This section of the Strategy takes an integrated approach to transport by showing how individual transport sectors and modes can contribute to the shared ambitions and priorities.</p>
1.09	<p>Following the adoption of a revised Transport Strategy, many of WG's existing guidance and policy documents will need to be reviewed or updated to reflect the ambitions and priorities in Llwybr Newydd. These include TAN (Technical Advice Note) 18: Transport, which was last updated in 2007, as well as WG's guidance on biodiversity, trunk road maintenance standards, the Road Safety Framework and WG's approach to local speed limits.</p> <p>WG also propose to take forward wider reforms designed to improve transport services in Wales, including proposals to reform bus services, road user charging arrangements and practical measures to improve Active Travel, such as pavement parking and lowering local speed limits. It also proposes further devolution of transport powers to Wales.</p>
1.10	<p>Having reviewed the WTS document, it is evident that WG's approach to transport has evolved from a previously highway dominated focus to the prioritisation of greener, more sustainable modes of travel with an emphasis on Active Travel and Public Transport. This approach is strongly endorsed by the Council's own Integrated Transport Strategy which aims to provide long term sustainable transport solutions through the successful integration of all modes of transport, catering for the demands of each, whilst maintaining and promoting at its heart, a sustainable, affordable and environmentally friendly Public Transport Service, with links to all of Flintshire and the wider region.</p> <p>The Council's Strategy forms a key element of the North Wales Metro project and there is little doubt that the Council's holistic approach to integrated and progression of sustainable transport options has helped</p>

	shape WG's revised Strategy and on this basis the Council welcomes the new Strategy and its amended priorities.
1.11	In order to provide feedback on the current consultation, WG are inviting the views and suggestions of consultees (including local authorities) for which a specified Consultation Response Form has been included within the rear of the draft document. Having reviewed the document, the response form has subsequently been completed and has been enclosed within <u>Appendix 1</u> for information.

2.00	RESOURCE IMPLICATIONS	
2.01	Continued WG financial support to develop both the Council's own Integrated Transport Strategy and the North Wales Metro project will be necessary, if we are to achieve the aims and objectives of the new strategy.	
2.02	WG are undertaking a concurrent consultation exercise on their proposals to introduce Corporate Joint Committees (CJCs). One of the functions the new Committee will undertake is the preparation of the Regional Transport Plan that will replace the JLTP referenced in this report. The Council has prepared a response to these proposals.	

3.00	IMPACT ASSESSMENT AND RISK MANAGEMENT	
3.01	Long-term	Positive – The move to low carbon sustainable transport options (as specified within the WTS) aligns itself with the long term aspirations of The Environment (Wales) Act, The Well-Being of Future Generations (Wales) Act & The Air Quality Standards (Wales) Regulations. The concept is also strongly endorsed within the Council's Council Plan under the priority of a 'Green Council' as well as aligning to the Council's Integrated Transport Strategy.
	Prevention	Positive – The development of sustainable transport options (as defined within the WTS) will reinforce the Council's commitment to climate change whilst also facilitating a vision for a zero carbon future as defined within WG legislation. Implementation of the required infrastructure will provide resilience to the County's highway network and also boost the Council's status as a 'key player' within the region thus reducing the risk of public abandonment in terms of tourism, residential and business growth.

Integration	Positive – The continued development and delivery of multi-modal integrated transport options are key to the success of a sustainable, integrated transport network.
Collaboration	Positive – The continual development of a fit for purpose Integrated Transport Strategy (as defined within the WTS) will enable FCC to work with local authorities across the region in order to standardise the provision of infrastructure. The nature of this approach recognises the importance of strategic cross-border movements to the local economy in terms of commuter movements, business and tourism.
Involvement	Positive – Within the WTS, WG set out the importance of involving people with an interest in achieving the well-being goals and ensuring that those people reflect the area which the body serves. As part of WG’s wider commitment to equality WG are committed to meaningful engagement, involvement and co-production. By means of the Consultation, WG are actively engaging with a wide range of people in order to understand their experiences of travel, and why they choose particular transport options.
Well-being Goals Impact	
Prosperous Wales	Positive – The continual development of greener, sustainable transport options within a fit for purpose Integrated Transport Strategy (as defined within the WTS) will boost the Council’s status as a ‘key player’ within the region thus reducing the risk of public abandonment in terms of tourism, residential and business growth.
Resilient Wales	Positive – Adoption of the revised WTS will support the progression of the Council’s Integrated Transport Strategy and ability to deliver required infrastructure improvement works (as defined within the Active Travel Act / Road Safety Framework) which is key to the success of a sustainable, integrated transport network and a low carbon future.

	Healthier Wales	Positive – The promotion and utilisation of active and sustainable transport modes will provide obvious benefits to air quality through the reduction of Co2 emissions. This will also greatly assist the Council to achieve decarbonisation targets set within Central and WG legislation.
	More Equal Wales	Positive – Improved connectivity through the implementation of required infrastructure (as defined within the WTS) will benefit tourism, residential and business growth. Health benefits obtained from improved air quality and increased levels of exercise will benefit the Council's most deprived communities, often associated with densely populated areas.
	Cohesive Wales	Positive – The visible presence of active and sustainable transport options within the County will have a positive effect on public awareness whilst displaying the Council's outward commitment to climate change.
	Vibrant Wales	Positive – The continued development and implementation of active and sustainable transport modes will improve the quality and sustainability of the natural environment whilst providing benefits to the local and regional economy in terms of tourism, residential and business growth.
	Globally Responsible Wales	Positive – The continual development of Active and sustainable transport options (as defined within the WTS) will reinforce the Council's commitment to climate change whilst also striving to achieve a zero carbon future as defined within Central and WG legislation.

4.00	CONSULTATIONS REQUIRED/CARRIED OUT
4.01	With Cabinet Member (Streetscene and Countryside).
4.02	With Environment Overview and Scrutiny Committee.

5.00	APPENDICES
5.01	Appendix 1: Flintshire County Council's Consultation Response Form.

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	Welsh Governments 'A New Wales Transport Strategy' (WTS): https://gov.wales/sites/default/files/consultations/2020-12/consultation-document-llwybr-newydd.pdf

7.00	CONTACT OFFICER DETAILS
7.01	Contact Officer: Stephen O Jones, Chief Officer, Streetscene and Transportation Telephone: 01352 704700 E-mail: stephen.o.jones@flintshire.gov.uk

8.00	GLOSSARY OF TERMS
8.01	<p>(1) The Wales Transport Strategy: A statutory document required by the Transport (Wales) Act 2006 (The Act). The Act places a duty on the Welsh Ministers to prepare and publish a WTS setting out its policies and how they will be discharged.</p> <p>(2) National Transport Plan: A statutory document detailing how WG propose to deliver the outcomes set out in the Wales Transport Strategy from 2015 and beyond. The Plan includes all transport interventions financed by the WG.</p> <p>(3) North Wales Joint Local Transport Plan: A statutory document that will sit alongside the Local Development Plans and other policies and plans of each of the local authorities, once adopted. The plan sets out all of the six North Wales local authorities vision to 'remove barriers to economic growth, prosperity and well-being by delivering safe, sustainable, affordable and effective transport networks' and details this Council's specific transport interventions and projects to achieve this aim.</p> <p>(4) Flintshire County Council Integrated Transport Strategy: An integrated strategy aiming to provide long term sustainable transport solutions through the successful integration of all modes of transport, which links to all of Flintshire and the wider region.</p> <p>(5) North East Wales Metro: North East Wales Metro is an investment in all modes to deliver a modern, high quality transport system that is fundamental to achieving sustainability and climate change objectives and delivering economic growth across North Wales.</p> <p>(6) Active Travel (Wales) Act: A statutory document introduced in 2013, its purpose is to enable more people to undertake active travel for short journeys instead of using motorised vehicles where it is suitable for them</p>

to do so. An Active Travel route must be within a designated locality in a local authority area.

(7) Well-being of Future Generations (Wales) Act 2015: This act is about improving the social, economic, environmental and cultural well-being of Wales. It requires public bodies listed in the Act think more about the long-term; work better with people, communities and each other; look to prevent problems and take a more joined-up approach.

Consultation Response Form

Your name: -

Organisation (if applicable): Flintshire County Council

E-mail / telephone number: stephen.o.jones@flintshire.gov.uk

Your address: Streetscene & Transportation, Alltami Depot, Mold Road, Alltami,
Mold. CH7 6LG

Q1). Do you agree with our long-term vision?

Strongly agree Agree Neither agree nor disagree
Disagree Strongly disagree Don't know
No Opinion

Please provide your comments:

Welsh Government's long term vision for an accessible, sustainable transport system that is good for people and communities, good for the environment, good for the economy and places in Wales, and good for culture and the Welsh language very much aligns to Flintshire County Council's future vision for transport. This approach is strongly endorsed within the Council's own Integrated Transport Plan which aims to provide long term sustainable transport solutions through the successful integration of all modes of transport, catering for the demands of each, whilst maintaining and promoting at its heart, a sustainable, affordable and environmentally friendly Public Transport Service with links to all of Flintshire and the wider region.

The stated aim should include 'affordable' to ensure the transport network remains accessible to everyone. It should also include 'in every area of the Country' to ensure the Strategy delivers in rural areas as well as in our towns and cities.

Suggested Aim 'An accessible, sustainable and affordable transport system in every area of the Country'.

Q2). Do you agree with our 20-year ambitions?

Strongly agree Agree Neither agree nor disagree

Disagree Strongly disagree Don't know
No Opinion

Please provide your comments:

It is evident that Welsh Government's long term ambitions for transport has evolved from a previously highway dominated focus to the prioritisation of greener, more sustainable modes of travel with an emphasis on Active Travel and Public Transport.

As above, this approach is strongly endorsed by the Council's own Integrated Transport Strategy which aims to provide long term sustainable transport solutions through the successful integration of all modes of transport (walking, cycling, bus and rail), in order to enhance access to employment and services, improve connectivity between communities and key destinations whilst minimising the impact on the environment

The Council's Strategy also forms a key element of the North Wales Metro project for which innovative projects with a clear focus on prioritising Active and sustainable modes of travel have been successfully introduced.

Flintshire County Council are also actively developing their own Electric Charging network, implementing a number of electric buses powered by 'home grown' sustainable energy sources as well as investigating the potential for the use of Hydrogen. As above, the Council's development and investment in greener transport solutions strongly supports Welsh Government's aspirations for a more equal, better connected, healthier and globally responsible Wales.

Q3A). Do you agree with our 5 year priorities?

Strongly agree Agree Neither agree nor disagree
Disagree Strongly disagree Don't know
No Opinion

Please provide your comments:

Flintshire County Council fully support the 5 year priorities and 'sustainable travel hierarchy' contained within the New Wales Transport Strategy with priority being given to walking and cycling, public transport and ultra-low emission vehicles.

Public Transport needs to be reliable and affordable and this should be stated in the priority statement

The development of the Council's electric charging network, implementation of electric buses and the investigation in to the use of Hydrogen, strongly support the concept of reducing greenhouse gas emissions and indicate the Council's commitment to climate change and the need to achieve a zero carbon future. A single, easy to use and consistent charging arrangement across Wales needs to be a priority.

In conjunction with the technological developments stated above, Flintshire also support the development of low emission public transport services whilst also recognising the need to provide safe, sustainable and affordable access to key transport hubs through the provision of active and sustainable travel infrastructure.

The development of key infrastructure to enable the undertaking of seamless multi-modal transport journeys is essential in providing the traveling public with a viable alternative to single vehicle car journeys, thus positively raising the profile of active and sustainable modes of travel.

Welsh Government's 'sustainable travel hierarchy' is engrained within the Council's approach to integrated transport with priority being given to the development and integration of the County's Strategic Core Cycle Network, Core Bus Network and key Rail improvements.

Q3B). Do you think that we have the right number of priorities or should these be further refined? If so, do you agree with the following three priorities?

1. We will reduce the need to travel.
2. We will encourage modal shift – when people need to travel we will encourage them to take fewer car journeys and use sustainable forms instead through supply of better services, and stimulating demand for them through behaviour change measures.

3. We will adapt our infrastructure to meet the challenge of climate change, and ensure our transport system is well-maintained, safe and accessible.

Please provide your comments:

As stated above, Flintshire County Council support the priorities put forward within the New Wales Strategy. The concept of reducing the need to travel should be promoted further with an emphasis placed on working from home wherever possible, thus negating the need to travel.

Q4). We have identified high level measures to aid us to capture our overall progress. Are these the right measures?

Yes No

Can you suggest others?

No further measures identified.

Q5). Do you think we should include specific targets for more people to travel by sustainable transport?

Yes No

Do you have any suggestions for how we should do this?

This may only be appropriate once the required infrastructure is in place as this will be the key driver for behavioral change.

Q6). We have identified a set of actions to deliver the draft strategy. Are they the right Actions?

Yes No

Are there others that you can suggest?

No further actions identified.

Q7). We have set out mini plans for each transport mode and sector. Have we identified the key issues for each of these?

Yes No

Do you have any comments on these?

In respect of Active Travel, there should be an emphasis of the development of strategic cycle links both within county and cross border rather than shorter / more localised routes with poor / irregular connectivity. By enabling the undertaking of 'whole journeys' via cycle to access both employment hubs and key services, will positively raise the profile of active travel as a 'viable alternative' to the single occupancy vehicle journeys, thus achieving the behavioral change that is required.

Consideration should also be given to the development of Quality Bus Partnerships (QBP) across the identified core bus network in order to encourage patronage growth through the provision of a high-quality public transport service along key transport / movement corridors. This will enable the successful integration of local bus services with the strategic bus network and national rail services at key hubs through the provision of integrated timetables and integrated ticketing to key destinations.

A standardised approach to electric vehicle charging infrastructure also needs to be prioritised in order to stimulate electric vehicle uptake and to encourage cross boundary movements in terms of tourism, leisure and business. Initiatives should also be explored to encourage the uptake of electric vehicles for taxi operators and private hire vehicles.

Q8). We have shown how transport will use the 5 ways of working set out in the Wellbeing of Future Generations (Wales) Act 2015. Do you agree with this approach?

Yes No

Do you have any comments?

As stated above, the ideology of WG's New Wales Transport Strategy is deeply rooted within Flintshire County Council's Integrated Transport Plan which is also built upon the 5 ways of working set out in the Wellbeing of Future Generations (Wales) Act 2015.

Q9). If charges for road use were to be introduced to help meet the goals for cleaner air, a safe climate and better health, how can this be done in a way that is fair for everyone?

Yes

No

Do you have any comments on these?

This question needs to be clear as to whether it is referring to charging for road use or specifically car usage?

If the purpose of this question is relating to road usage in the wider context, then any charges will of course have a detrimental effect on the affordability and viability of public transport.

Should the question be relating to specifically car usage, then the introduction of charging would only be ethical provided that the required infrastructure is in place to ensure there are viable alternatives to meet the demands of public need. If not, then this could exacerbate instances of social deprivation with car travel only available to benefit the wealthy in society.

Question on the Integrated Sustainability Appraisal

We have also published an Integrated Sustainability Appraisal (ISA). The aim of this is to ensure that the Wales transport strategy has considered the impact of transport on the environment, health, equalities, Welsh language, rural issues, children and young people, economic development as well as wider sustainability issues, within the context of the national well-being goals in the Well-being of Future Generations (Wales) Act 2015.

Q10A: Do you think the Integrated Sustainability Appraisal Report identifies the most important sustainability effects for transport?

Yes

No

Do you have any comments on these?

No further comments.

Q10B: Are there any gaps?

No gaps identified.

Q10C: Do you have any comments on the findings of the report?

No further comments.

Question A: We are under a duty to consider the effects of our policy decisions on the Welsh language, under the requirements of the Welsh Language (Wales) Measure 2011.

We would like to know your views on the effects that draft strategy would have on the Welsh language, specifically on opportunities for people to use Welsh and on treating the Welsh language no less favourably than English.

What effects do you think there would be? How could positive effects be increased, or negative effects be mitigated

Flintshire County Council endorse the approach of The New Wales Transport Strategy which positively promotes the use of the Welsh Language. Ensuring the equal usage of Welsh and English for purposes of transport information and digital services will effectively promote the Welsh language and culture without being of detriment to non-Welsh speakers.

Question B: Please also explain how you believe the draft strategy could be formulated or changed so as to have positive effects or increased positive effects on opportunities

As above.

for people to use the Welsh language and on treating the Welsh language no less favorably than the English language, and no adverse effects on opportunities for people to use the Welsh language and on treating the Welsh language no less favorably than the English language.

Question C: We have a duty to consider the impact of our policies on people or groups who share protected characteristics.

Do you think this draft strategy will deliver positive benefits for people who share protected characteristics? If so, which are the most important?

Yes, the effective delivery of an accessible, sustainable transport system that is good for people and communities, good for the environment, good for the economy and places in Wales, and good for culture and the Welsh language will by definition provide positive benefits for people who share protected characteristics.

Question D: Do you think the draft Strategy could have a negative impact on some people or groups who share protected characteristics? If so, what are they and how can we prevent those?

None identified.

Question E: Are there any further comments that you would like to make on Llwybr Newydd: a new Wales transport strategy?

Please enter here:

No further comments.

Responses to consultations are likely to be made public, on the internet or in a report. If you would prefer your response to remain anonymous, please tick here:

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 7



CABINET

Date of Meeting	Tuesday 19 th January 2021
Report Subject	The Welsh Government Bus Emergency Scheme.
Cabinet Member	Deputy Leader of the Council and Cabinet Member for Streetscene and Countryside
Report Author	Chief Officer (Streetscene & Transportation)
Type of Report	Strategic

EXECUTIVE SUMMARY

Bus travel has been severely affected by the Covid-19 pandemic. Passenger numbers have plummeted, whilst social distancing and additional cleansing requirements have placed added burdens and costs on operators.

Welsh Government (WG) and Councils have stepped in to support the sector with substantial financial assistance through the Bus Emergency Scheme (BES). There has also been an excellent, ongoing dialogue between all parties to discuss and agree on support arrangements going forward. Due to the large amount of public funding that goes into bus services from both WG and Councils, WG would like to see the public sector having greater influence over areas such as network coverage, ticketing and integration with rail services. It also sees a greater role in bus management for Transport for Wales (TFW), to add to their responsibilities for rail services in Wales.

This raises two issues, the short term survival of operators and the longer term reform of the sector and WG believes that these two can be linked. It is proposed therefore that future funding, being provided by the Bus Emergency Scheme 2 (BES2), which is designed to keep operators afloat beyond April 2021, is provided with a number of conditions attached. This is to incentivise operators to engage in planned changes that are in line with WGs longer-term ambitions to reform the bus service in Wales.

This report seeks approval to sign up to the Bus Emergency Scheme 2 (BES2) which will support operators through the next phase of the pandemic on this basis.

RECOMMENDATIONS

1	That Cabinet approves that the Council should sign up to the BES 2 agreement (Appendix 1) as regional lead authority, in order to secure (conditional) WG financial support for the bus sector and to allow WG to establish a relationship with their constituent local authorities that ensures the ongoing emergency funding meets those authorities' priorities and is delivered on their behalf.
2	That Cabinet request a further report on bus reform proposals relating to the future management of bus services in Wales.

REPORT DETAILS

1.00	BACKGROUND
1.01	<p>Bus travel has been severely affected by the Covid-19 pandemic. Passenger numbers have plummeted, whilst social distancing and additional cleansing requirements have placed added burdens and costs on operators.</p> <p>Welsh Government (WG) and Local Authorities (LAs) have stepped in to support the sector with substantial financial assistance. There has also been an excellent, ongoing dialogue between all parties to discuss and agree on support arrangements.</p>
1.02	<p>Prior to the pandemic, WG had consulted on a range of proposed changes to the way bus services are delivered in Wales. A Bus Bill was due to have been brought forward during the current Senedd term. Pressures associated with not only Covid but also the large volume of legal work generated by Brexit and the transition period forced WG to postpone the planned legislation.</p>
1.03	<p>Due to the large amount of public funding that goes into bus services from WG and LAs, WG would like to see the public sector having greater influence over areas such as the networks of services provided, ticketing and integration with rail services. It also sees a greater role for Transport for Wales, which is now responsible for rail services in Wales.</p> <p>This raises two issues: (i) short term survival of operators and (ii) longer term reform of the sector. WG believes that these two can be linked. In the short term, the funding being provided to keep operators afloat is therefore being provided with a number of conditions attached. These are to incentivise operators to engage in planned changes that are in line with their longer-term ambitions for reform.</p>
1.04	<p>The Minister of Economy and Transport and North Wales, Ken Skates MS, has met with Leaders of all 22 LAs, along with his officials, to outline Welsh Government's direction of travel. Further details have been included in the Wales Transport Strategy (WTS) which has been the subject of consultation. More recently, the Deputy Minister, Lee Waters MS, met with all Leaders to discuss the WTS but also to encourage LAs to sign up to the Bus Emergency Scheme 2 (BES2). This is the latest phase of financial</p>

	<p>support to help operators through the period of the pandemic (more details on BES 2 below).</p> <p>Leaders have agreed to establish a WLGA Bus Member Group, with a focus on the longer-term proposals to reform the sector's operations. That group includes the WLGA Leader (who is also the WLGA's Transport Spokesperson), the deputy Transport Spokesperson, the chairs of the four regional transport bodies and the co-chairs of the WLGA Rural Forum. That Member Group is due to meet with Lee Waters on 18th January 2021.</p>
1.05	<p>The problems facing operators were recognised at an early stage of the pandemic. Looking ahead, to secure their services for the future, Local Authorities agreed to continue making payments for contracted services even though many services were initially suspended.</p> <p>Alongside this, WG stepped in to help operators deal with reduced income on commercially operated routes and the additional costs being incurred. Initially, WG made £29m available from a Hardship Fund, which operated from April 2020 for three months. This Fund was assembled from monies that would otherwise have been paid via Bus Services Support Grant, Mandatory Concessionary Fare reimbursement and the 'My Travel Pass' scheme.</p> <p>The Bus Emergency Scheme was then introduced in July to provide ongoing support. This became known as 'BES 1' and it continued to maintain operators' income at historic levels, based on what was being paid to them under previous grant schemes. In return for this financial support Welsh Government signalled that it expected operators to contribute to a reshaping of bus services in Wales – to include improved regional networks with greater integration with rail services, smart ticketing and timetabling.</p> <p>'BES 1.5' was introduced in August, administered by the lead authorities, through whom BSSG had been paid since 2013. It provided £10m of so-called 'ramp up funding' to support the reopening of schools and economic activity. This funding helped to cover the cost of reinstating services suspended when travel restrictions associated with the pandemic were introduced, and which were needed to meet increasing demand, given capacity constraints of social distancing. BES 1.5 was then extended to the end of March 2021 following the announcement of a further support package in September 2020. Operators were once again asked to sign up to a range of terms and conditions to access the BES funding.</p> <p>WG, working with Transport for Wales (TfW), are now proposing to enter into a longer-term BES 2 agreement with operators and Local Authorities to protect services. It will operate for an initial maximum term of up to 2 years from the date BES 1.5 commenced (i.e. up until 31 July 2022, unless market conditions recover sufficiently for an operator to no longer require BES support for any of its services whether they be contracted or commercial).</p>

1.06

KEY FEATURES OF BES2

BES 2 will continue to address the loss of farebox revenue and the additional costs associated with responding to the pandemic. Under BES 2 the WG funding will sit alongside local authority funding provided through the Concessionary Travel Scheme and via Revenue Support Grant and the Bus Services Support Grant to make up the shortfall.

Welsh Government will be a co-signatory to the BES 2 agreement with bus operators, along with Transport for Wales. Local Authorities retain legal responsibilities for bus services and therefore remain central to determining which local services receive this support. They need to sign up to the principle of the agreement and the relationship with their Lead Authority, in ensuring that the ongoing emergency funding meets their priorities and is delivered on their behalf. This will provide the legal basis for WG to make payments to the operators. **In this way, WG can use its powers to support operators, whereas the additional funding would breach Local Authorities' de minimis limits for direct award contracts** (further details in the briefing note in Appendix 1 and the full proposed Agreement is in Appendix 2). Local Authorities will remain responsible for those services which they currently contract directly with bus operators. Local Authorities will need to consider planning for contingencies, such as if the BES2 agreement is not signed or the level of funding for BES2 is reduced during the period of the agreement.

Key features of BES 2 will be as follows:

- Maximum term until 31st July 2022 or until operators enter into an embedded partnership agreement;
- development and delivery of a Reference Network, intended to provide a range of benefits to communities; multi-operator ticketing; and operator sign-up to an Economic Contract at the heart of WG's Economic Action Plan (and its principles of fair work, health, decarbonisation, skills and learning etc.);
- long term co-operation and co-ordination across TfW, LAs and operators by entering into partnerships with a clear set of obligations and shared standards;
- one agreement per operator in each of the regions that they work in, signed by Welsh Government, TfW, a lead authority and the operator;
- operators will be allowed to make a (capped) profit on services that has not been possible under emergency funding to date.

Given that the agreement is under discussion between Welsh Government, operators and Transport for Wales as well as Local Authorities, and must be approved by all parties, it may be subject to some changes before it is finalised. The reference network will need to be designed and agreed collectively by WG, TfW and LAs and discussed with operators. An All-Wales Bus Network officer group has been established to progress the thinking around this.

1.07	<p>BEYOND BES 2</p> <p>Discussions are starting to take place in relation to the planning of future networks¹ and the respective roles of WG, TFW, LAs and operators. It is important to note that these are not the prime focus of BES2 agreement. It will be vitally important for further detailed discussions to take place with Members on these matters. However, this is not a reason to delay the signing of the BES 2 agreement. WG does believe that the BES2 offer will help to engage operators in the discussions about the future at a time when their income is more dependent that ever on public sector support. In signing up to BES 2, though, LAs are agreeing to financial support being provided to the sector. They are not committing themselves to any specific, future model of bus service management as that will be the subject of further debate.</p>
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2.00	RESOURCE IMPLICATIONS
2.01	The lead authority acts as a conduit for BSSG funding from Welsh Government to operators. Current lead authorities are Monmouthshire (for South East Wales); Flintshire (for North Wales); Swansea (for South West Wales), Ceredigion and Powys. Within each LA, transport staff play an important role liaising with operators on a range of issues to meet local Members' requirements. The roles include administration of Concessionary Fares reimbursement and provision of support for contracted journeys on non-profitable routes.
2.02	Overall, an additional £45m has been provided by WG to support the bus sector this financial year including the £10m ramp up funding an extra £35m from September to the end of the year.

3.00	IMPACT ASSESSMENT AND RISK MANAGEMENT	
3.01	Long-term	Positive – Provides security for operators and users
	Prevention	Positive – Provides long term security for operators against liquidation.
	Integration	Positive – Allows the bus service to integrate with other modes of transport
	Collaboration	Positive – Ensures consistency across all Councils in Wales
	Involvement	Positive – The process allows local choice to be considered for future bus routes and local transport needs will be considered when the new routes are designed.

Well-being Goals Impact	
Prosperous Wales	Positive – The continual development of sustainable bus transport options within a fit for purpose Integrated Transport Strategy (as defined within the WTS) will boost the Council’s status as a ‘key player’ within the region thus reducing the risk of public abandonment in terms of tourism, residential and business growth.
Resilient Wales	Positive – Adoption of the BES 2 will help ensure the future of bus services in the County
Healthier Wales	Positive – The promotion and utilisation of active and sustainable transport modes will provide obvious benefits to air quality through the reduction of Co2 emissions. This will also greatly assist the Council to achieve decarbonisation targets set within Central and WG legislation.
More Equal Wales	Positive – Improved connectivity through the implementation of required infrastructure (as defined within the WTS) will benefit tourism, residential and business growth. Health benefits obtained from improved air quality and increased levels of exercise will benefit the Council’s most deprived communities, often associated with densely populated areas.
Cohesive Wales	Positive – The visible presence of public transport options within the County will have a positive effect on public awareness whilst displaying the Council’s outward commitment to climate change.
Vibrant Wales	Positive – The development of bus services will improve the quality and sustainability of the natural environment whilst providing benefits to the local and regional economy in terms of tourism, residential and business growth.
Globally Responsible Wales	Positive – The development of the public bus services will reinforce the Councils commitment to climate change whilst also striving to achieve a zero carbon future as defined within Central and WG legislation.

4.00	CONSULTATIONS REQUIRED/CARRIED OUT
4.01	With Cabinet Member (Streetscene and Countryside).
4.02	With Environment Overview and Scrutiny Committee.

5.00	APPENDICES
5.01	Appendix 1 – Welsh Government Briefing Note Appendix 2 – Formal BES2 Agreement

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	None

7.00	CONTACT OFFICER DETAILS
7.01	Contact Officer: Stephen O Jones, Chief Officer, Streetscene and Transportation Telephone: 01352 704700 E-mail: stephen.o.jones@flintshire.gov.uk

8.00	GLOSSARY OF TERMS
8.01	BES: Bus Emergency Scheme. Welsh Government interim proposals to protect the public services in Wales Well-being of Future Generations (Wales) Act 2015: This act is about improving the social, economic, environmental and cultural well-being of Wales. It requires public bodies listed in the Act think more about the long-term; work better with people, communities and each other; look to prevent problems and take a more joined-up approach. WTS: Wales Transport Strategy. Currently out to public consultation.

Mae'r dudalen hon yn wag yn bwrpasol

Appendix 1

BUS EMERGENCY SCHEME PHASE 2 (BES 2) - BRIEFING NOTE FOR LOCAL AUTHORITIES

This summary sets out details of the proposed BES 2 arrangements.

Journey to Date and Plans for BES 2

Since the start of the COVID 19 pandemic Welsh Government, Local Authorities, TfW and operators have worked together to make bus services available to Welsh citizens in spite of the significant reduction in passenger numbers and associated fare income. Money is still being provided to operators on an emergency basis under the terms and conditions in the BES 1.5 agreement which expires at the end of March 2021.

With the BES 2 agreement the public sector is planning to enter into longer term arrangements with operators, ideally by the end of January 2021, which will replace BES 1.5 from the point of signature.

What does BES 2 Mean for Local Authorities?

Actively managing recovery from the impact of COVID-19 on local bus services

The BES 2 agreement formalises Welsh Government's commitment to supporting recovery of bus services following the impact of COVID-19. BES 2 funding will be used to address the loss of farebox revenue and the additional costs associated with responding to the COVID 19 pandemic. Welsh Government will be a co-signatory to the proposed BES2 agreement with bus operators

Under the terms of the BES2 agreement, operators will be required to provide bus services that meet local needs under the direction of the Lead Authority for each region, working with and on behalf of its constituent local authorities.

The end date for the BES2 contract is 31 July 2022. This should allow enough time for revenues to recover. The contract may be terminated earlier if market conditions mean that additional Government funding is no longer required to address the impact of COVID-19.

Funding responsibilities

The BES 2 agreement exists to provide a legal basis for funding the costs associated with the impact of COVID 19. These include the loss of farebox, duplication of buses to take account of social distancing or providing alternative services where operators give them up and the services are still needed. This applies to services that were commercial pre-COVID and to tendered services.

The BES2 agreement does not change local authorities' ability to determine where and how they spend the Revenue Services Grant (RSG). The RSG funding is not hypothecated and most local authorities spend an element of this grant on local bus service provision to fill gaps in the commercial network. BSSG (roughly £8m across Wales) is also used to secure the delivery of services to a specified standard.

The BES2 funding for COVID19 related costs sits alongside this local authority funding for local bus services and does not remove or amend local authority powers and responsibilities with regard to local bus services. The two funding streams serve different purposes. Local authorities will still need to prioritise and fund local bus services where they see fit.

Specifically:

- if a local authority chooses to cease to fund a supported contract, BES 2 funding cannot be applied to backfill that loss of funding
- local authorities remain responsible for their existing contracts and may need to vary these contracts to scale back services if BES 2 funding were to cease before fare box takings return to pre-COVID levels, unless additional sources of funding are available.

Directing the provision of services

Working with the Lead Authority in each region, local authorities will need to jointly prioritise the routes that BES 2 funding should be applied to, taking into account the work already undertaken under BES 1.5 and using these priorities for spend:

- supporting learners' journeys to school or college on registered local bus services;
- increasing frequencies where demand exceeds capacity;
- improving accessibility to jobs and services across our regions and communities;
- supporting economic recovery; and
- ensuring social inclusion,

Under the terms of the BES2 contract, subject to the Lead Authority acting reasonably within the bounds of available funding, the bus operators will be required to provide services that meet local priorities as directed by the Lead Authority.

The BES 2 arrangements include the collaborative development of regional Reference Networks by local authorities, operators, Welsh Government and TfW. The Reference Networks will reflect local, regional and national priorities and will help to guide investment in bus services for the future. BES2 ensures local authorities have an influence over the development of a coherent Reference Network which will ultimately be delivered by a mix of tendered and commercial services.

Implications for local bus contracts

The BES 2 agreements do not supersede the existing supported contracts (e.g. section 63 contracts) that are in place between each local authority and bus operators. The BES 2 agreements sit alongside existing contracts and provide a legal basis for the additional funding that operators are receiving in respect of their supported contracts to cover the loss of farebox and additional costs incurred, for example, with respect to complying with social distancing and cleaning requirements. The BES 2 agreements also set out the basis on which operators will exit the BES arrangements and return to the original terms of contract.

The additional funding that is being paid to operators to address the impact of the COVID 19 pandemic would breach local authorities' de minimis limits for direct

award contracts. Welsh Government is a signatory to the existing BES 1.5 agreement and to the proposed BES 2 agreement in order to use its powers to support continued provision of the operators' services without breaching the de minimis cap. Welsh Government powers in this regard can be exercised for a two year term and date from the start of the BES 1.5 agreement on 1 August 2020 to 31 July 2022.

BES can impact on local contract procurement. Where a local authority wishes to tender for a new or time expired supported contract the risks associated with predicting farebox revenue, during and immediately after the pandemic, will affect tender prices. In these circumstances, bidders will be required to offer a price that they will charge while BES funding is in place and alternative prices for when BES funding is no longer available, with their tenders covering both before and after the farebox has returned to pre-COVID levels.

Regional Working

BES2 supports the move to improve regional co-ordination and oversight of delivery of local bus services. Under BES 1.5, the funding was distributed to the Lead Authority in each region. Each operator signed one agreement with the Lead Authority in each region where it operates, with Welsh Government and Transport for Wales as co-signatories. The Lead Authority is then responsible for distributing the BES funding to the operators in its region. It is proposed that this model is retained for the BES 2 agreement. The responsibilities of each party will be clearly set out in the grant letter to the Lead Authority and in the BES 2 agreement, and measures are being taken to minimise the risk to the Lead Authority relating to funding and termination of the BES2 agreement.

Why move to BES 2?

The benefit for operators is that they will be able to make a profit under the terms of BES 2. No profit has been allowed in the emergency arrangements up to now.

The benefit for the public sector is that we can jointly better manage the recovery of bus services. The alternative is that, as recovery begins, operators will shrink their networks to the routes and services that are commercially viable for them leaving government to support an even larger subsidised network. The BES 2 arrangements are seeking to ensure that operators are incentivised to support the recovery of the whole network and not just a limited number of commercial routes.

The public sector is taking farebox risk under BES 2 and, as farebox levels rise, this revenue will augment the funding available to work with operators to support the recovery of services. This will benefit us all in the long term by building passenger confidence in a reliable and comprehensive public transport network.

Although recovery from the impact of the COVID 19 on patronage is likely to be slow, we do not expect operators to stay within the BES 2 arrangements forever. As passenger confidence returns and farebox recovers, we expect operators to exit the BES 2 arrangements and work with us under partnership agreements. The partnership agreements will be based on agreed core set of principles and behaviours that will be developed with operators as part of the BES 2 arrangements.

What results are we trying to achieve with BES 2?

BES 2 provides a mechanism for managing the recovery and reshaping of bus services to respond to the impact of the COVID 19 pandemic. Specifically:

- Address areas of high demand where social distancing has reduced available capacity
- Ensure that communities are not cut off due to low fare box revenues.
- Offer new options for meeting demand such as demand responsive transport which may be more cost effective as patterns of travel change.
- Offer better value for money for passengers by working with operators to rationalise their fare structures and develop multi operator ticketing, to the extent permitted by competition law.
- Build a better working relationship with operators to develop a robust and viable network of services for the future.
- Gain a better understanding of the costs of delivering bus services in Wales to inform future policy and funding decisions
- Reduce pollution by introducing measures to attract people out of their cars and onto public transport and by working with the industry to upgrade their fleet.

What does BES 2 mean for operators?

Where an operator signs up to the BES arrangements (whether BES 1, 1.5 or BES 2), all the services that the operator runs – whether they are supported or formerly commercial – are included in the contract.

Each operator is expected to continue to operate routes that are largely similar to those which they operated pre-COVID, amended as necessary to respond to the crisis. This helps to maintain stability in the short term and provides a framework for decision making e.g. if an operator chooses not to run services that they used to run before COVID a decision can be made to let a tender for those services if they are still required.

Funding for the regional BES contracts will be a mix of existing sources and additional funding from Welsh Government, with operators being funded to cover all their allowable costs across all their services less their earnings from the fare box, concessionary fares, BSSG and YPT.

What risks exist with the proposed approach?

Operators choose not to sign the BES 2 agreements and instead shrink their networks to the minimum required and/or reduce the quality of their services to make a commercial return. *Mitigation – working with operators to address their concerns and ensure that all parties see this as a beneficial arrangement.*

The BES 2 arrangements breach competition, state aid or procurement law and are rendered invalid. *Mitigation – working with lawyers to ensure that the terms are compliant with the law.*

Operators challenge the local authority's ability to let new contracts on routes where the operator has registered a commercial service. *Mitigation – the standards that will be specified as part of BES2 provide an objective way to defend the local authority's right to let a supported contract where the service offered by the operator does not meet the specified standard. Legal advice and guidance will be provided to local authorities to support this statement.*

Additional funding from Welsh Government beyond the end of March 2021 is yet to be confirmed. *Mitigation – WG have committed additional funding from September 2020 to support local bus services and officials are working to secure further funding to support these key services beyond the 2020/21 budget horizon.*

Funding operators in this way is not cost effective and/or operators are not incentivised to be efficient. *Mitigation – use the data from operators to assess the cost effectiveness of the spend and shape contract terms to incentivise efficiency.*

What changes from BES 1.5 to BES 2 and Beyond?

Activity	BES 1.5	BES 2	Beyond BES 2 - Partnership
Services			
Routes and frequencies operated	Operators offer routes of their choice together with ramp up services agreed with the Lead Authority following discussion with local authorities.	All services (supported and formerly commercial) to be formally specified by the Lead Authority, working with and on behalf their constituent local authorities.	Services to return to either being commercially run by operators or under supported contracts subject to the Reference Network commitments below.
Reference Network	Not defined.	Parties to develop a target Reference Network, including routes and service frequencies, that reflects long term local, regional and national ambitions.	All parties to work together to deliver target Reference Network where financially viable Government to use target Reference Network to prioritise capital investment.
Data provision	Operators providing financial and operational data to support passengers, payment and delivery	No change	No change to operational data requirements. Reduced financial data requirements for commercial services.
Finance			
Funding principles	Additional BES funding (over and above historic BSSG, MCF and YPT) was distributed to each Lead Authority as a WG grant.	Any additional BES funding (over and above historic BSSG, MCF and YPT) to be distributed to each Lead Authority as a WG grant.	No additional BES funding. Funding will be required to support investment, e.g. in infrastructure, to meet partnership obligations.
Payments and Reconciliation	BES funding supports the cost of all services – both formerly commercial and tendered – less farebox and other revenue. 0% margin.	One change from BES 1.5 - 2% margin offered. Subject to ongoing review.	Operators earn margin from commercial services and through tendered services.

Activity	BES 1.5	BES 2	Beyond BES 2 - Partnership
Contract			
Signatories	Contracts signed by the operator, the Lead Authority in each region, Welsh Government and TfW.	Same as BES 1.5.	Same as BES 1.5.
Term	Terminate on signature of BES 2 agreement or end March 2021	Contract to be terminated if additional BES funding is not available or upon exit to BES 3 or, at the latest, by 31 July 2022.	Term for partnerships to be agreed.
Existing supported contracts	Operators receive a fixed percentage of original contract price plus BES top up funding via cost reconciliation	Contracts varied as required to reflect actual delivery and receipt or BES payments or terminated if no longer required.	All local contracts return to operating under original terms.
Letting new supported contracts	No action taken	Guidance provided to ensure all bidders are given consistent information about available BES funding and that tenders are structured to manage current farebox risk.	BES no longer a factor in letting new supported contracts
Former commercial services	Contracted as part of the BES 1.5 arrangements using Welsh Government powers.	Same as BES 1.5	Either become commercial or supported services or are no longer required.
Commercial services	Assumption that receipt of BES funding means that the operator's services are not commercial.	Services can start to become commercial under BES 2 but farebox and other revenue continues to be included in overall reconciliation under BES 2.	Commercial services to earn BSSG and MCF in accordance with prevailing regime but no BES payments. Commercial services to meet target Service Standards subject to viability.

Mae'r dudalen hon yn wag yn bwrpasol

DATED

2020

(1) WELSH MINISTERS

- and -

(2) TRANSPORT FOR WALES

- and –

(3) [*LEAD REGIONAL TRANSPORT AUTHORITY*]

- and –

(4) [*OPERATOR*]

AGREEMENT

relating to

Bus Emergency Scheme 2 in respect of the
areas of the following [*insert all Local
Authorities in the Region*]

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BETWEEN:

- (1) **WELSH MINISTERS** (“**Welsh Government**”);
- (2) **TRANSPORT FOR WALES** of 5th Floor, South Gate House, Wood Street, Cardiff, Wales, CF10 1EW (“**TfW**”);
- (3) [**LEAD REGIONAL TRANSPORT AUTHORITY**] of [address] acting for and on behalf of [List names of Constituent Local Authorities] (“**Lead Authority**”); and
- (4) [**OPERATOR**] of [address] registered in England and Wales with company number [number] (“**Operator**”),

(together the “**Parties**”).

BACKGROUND:

- A Welsh Government has been taking action to help bus operators in Wales, including the Operator, get through the inevitable uncertainty of the COVID-19 affected operating conditions, and that such action has enabled the Operator to continue provision of services which could not have been provided by the Operator without this financial support since March 2020. The Operator further acknowledges that the provision of this support has enabled the Operator to retain customers and a network of services which may otherwise have been lost or reduced significantly, and that this will support the Operator’s business in recovering following relaxation of rules on social distancing and other factors which affect bus travel at the date of this Agreement.
- B Funding has been provided by the Welsh Government to bus operators in Wales pursuant to the Bus Hardship Funding letter dated 2 April 2020, the Bus Emergency Scheme 1 letter (“**BES 1**”) and Bus Emergency Scheme 1.5 letter (“**BES 1.5**”) which provided money to bus operators (including the Operator) through the Lead Authority on behalf of its Constituent Local Authorities. Those letters set out conditions to the Operator receiving such funding (together the “**Previous BES Funding Arrangements**”).
- C In continuing to provide Bus Emergency Scheme funding, Welsh Government wish to move to a lasting partnership between bus operators and the public sector. Working together will enable a fundamental reshaping of Wales’ local bus services, through a new approach to managing services, sharing data and information and establishing standards for routes, services, fares and tickets to meet the needs of passengers in a world affected by COVID-19, climate change, new transport choices and changes to working patterns.
- D It is intended that funding provided under this new BES 2 agreement (“**Agreement**”) will ensure that support provided to bus operators is more directly aligned with the provision of bus services that meet with the aim of supporting the management and interaction across transport modes including smart ticketing, unified routing, integrated timetabling and will do this both by Welsh Government funding pursuant to section 7 Transport (Wales) Act 2006 to support the provision of public service obligations by operators reflecting the services agreed by the public sector to continue to be provided by the operators (including both supported and formerly commercial services) and the parties also agreeing a framework for long term partnership which will continue to cover both supported and commercial bus services into the future.

- E Welsh Government and Transport for Wales have agreed to: (i) consult with bus operators before making policy changes which affect or are impacted by local bus services and give full consideration to the views expressed, consistent with their duties under the Well-being of Future Generations (Wales) Act 2015; (ii) ensure funding arrangements are clear, communicated and executed in a timely fashion; (iii) recognise and take account, wherever possible in designing policy for bus regulation of the real costs of operating services, bus provision and employee matters; and (iv) ensure requests for information to bus operators are targeted, minimise unnecessary burdens on operators and involve no more work than is required to achieve the relevant purposes.
- F This Agreement is intended to provide a step in ensuring that services and funding are aligned, whilst providing a framework for development of future partnership working between the public sector and bus operators, which can be built upon over the coming years, including to secure co-production in the design and delivery of bus transport services. In particular: (i) Welsh Government and TfW shall engage fully and openly with bus operators in the development of the National Transport Delivery Plan, including policies for the delivery of zero carbon bus fleets and for the development of interventions to improve bus journey times through tackling congestion; and (ii) the Constituent Local Authorities shall take action to enhance highways infrastructure, bus facilities and service information, subject to the availability of funding.
- G The Parties acknowledge that the contribution of the Welsh Government, TfW and local government to delivering quicker, more reliable and predictable services through traffic and congestion reduction and the introduction and improvement of bus priority is crucial to the successful delivery of bus services.
- H As a result this Agreement includes specific requirements in respect of the continued funding and provision of services including specifying the terms of an umbrella partnership arrangement between the Parties, other bus operators and the Lead Authority (on behalf of Constituent Local Authorities in the Region and other Local Authorities affected by the partnership) to support Welsh Government's wider objectives.
- I The Parties acknowledge that this Agreement includes a reconciliation process which shall take into account the costs and revenues from all Local Services provided by the Operator, including Supported Services, Formerly Commercial Services and Commercial Services. For the avoidance of doubt, the assessment of whether the Operator has been over or under compensated and the calculation of any margin due shall be based on the net position on costs and revenues across all the Operator's Local Services.
- J It is acknowledged that this Agreement is not intended to amend the basis of payments of BSSG and Concessionary Travel Scheme which shall continue to be paid in accordance with their terms subject to, any future reform of such payments with Welsh Government may undertake.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

- 1.1 Unless the context otherwise requires, the following expressions shall have the meanings set out below:

"ADR Notice" has the meaning given to it in clause 25.2;

"Agreement"	has the meaning given to it in Recital D;
"Alternate Lead Authority"	means each of [Flintshire County Council], [Monmouthshire County Council], [Swansea Council], [Ceredigion County Council], and [Powys County Council] which have been appointed to assist with disputes in accordance with clause 6.7; [Note: delete Lead Authority from this list.]
"BES 1"	has the meaning given to it in Recital B;
"BES 1.5"	has the meaning given to it in Recital B;
"BES 2 Funding"	means funding provided by the Welsh Government to the operators in Wales pursuant to the terms of this Agreement;
"BES Funding Period"	means the period of the BES Previous Funding and the BES 2 Funding;
"BES Previous Funding"	means funding provided by the Welsh Government to operators in Wales pursuant to the Previous BES Funding Arrangements;
"BSSG"	means Bus Services Support Grant awarded to a Lead Authority by Welsh Government to support and maintain the core strategic bus network, improve connectivity and quality, provide certain bus and other local transport services, and develop close and effective partnership working;
"Change in Covid-19 Impact Event"	means any new event or circumstances (or change to event or circumstances) which occurs following the Effective Date which arise as a direct result of the COVID-19 Virus and which adversely impacts the Operator's ability to perform its obligations under this Agreement including but not limited to the introduction of lockdown measures, travel restrictions or amended social distancing measures in the United Kingdom;
"CMA"	means the Competition and Markets Authority of Victoria House, Southampton Row, London WC1B 4AD;
"Commercially Sensitive"	means in relation to a Disclosing Party that the disclosure of such information is either a trade secret or if disclosed would prejudice the commercial interests of that Party, and shall include any Operator Information identified as Commercially Sensitive in Part 4: of Schedule SCHEDULE 4: ;
"Commercial Service"	means a Local Service which a bus operator provides on a commercial basis and not pursuant to any Existing Supported Services Contract or New Supported Services Contract;
"Confidential Information"	means, in relation to a Disclosing Party: <ul style="list-style-type: none"> (a) information of whatever nature concerning the business, assets, liabilities, dealings, transactions, policies or affairs of the Disclosing Party including

all trade secrets, financial, marketing and technical information, ideas, concepts, technology, processes, knowledge and know-how, together with all details of a Disclosing Party's, customers, suppliers, prices, discounts, margins, information relating to research and development, current trading performance and future policy or business strategy and all other information of a like nature; and

- (b) any information which is expressly indicated to be confidential or commercially sensitive or which, due to the nature and circumstances of its disclosure or its content might reasonably be considered to be confidential (whether or not marked as such),

in each case in whatever form or medium (including written, electronic, visual and oral) such information is recorded or kept and whether or not created for the purpose of entering into this Agreement or otherwise, and shall include, for the avoidance of doubt, any Operator Data identified as Confidential Information in Part Part 4: of Schedule SCHEDULE 4: ;

"Constituent Local Authorities"

means a group of local authorities in Wales who are working together and are represented by the Lead Authority (and **"Constituent Local Authority"** shall be interpreted accordingly);

"COVID-19"

means the virus identified and named "COVID-19 virus" by the World Health Organisation which was characterised as a pandemic by the World Health Organisation on 11 March 2020;

"Data Protection Laws"

means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("**GDPR**") and the Data Protection Act 2018, together with the Privacy and Electronic Communication Regulations 2003 and all codes of practice issued by the Information Commissioner;

"Defaulting Party"

means a Party who commits a material breach of its obligations under this Agreement;

"de minimis contracts"

means Local Services contracts entered into pursuant to section 63 of the Transport Act 1985 which have been procured on a direct award basis to secure the provision of such public transport services as are considered appropriate to meet any public transport requirements which would not otherwise be met, pursuant to the exceptions allowed under section 91 Transport Act 1985 by the Service Subsidy Agreements (Tendering) Regulations 1985 as amended;

"Disclosing Party"

means a Party that discloses Confidential Information to one or more Receiving Parties under this Agreement;

"Dispute"	means a dispute or difference arising out of or in connection with this Agreement or any such matter which a Party deems (acting reasonably) to constitute a dispute;
"Economic Contract"	has the meaning given to it in the Welsh Government "Prosperity for All - Economic Action Plan";
"Effective Date"	means the date of this Agreement;
"EIR"	means the Environmental Information Regulations 2004;
"Existing Supported Services"	means any Local Services operated pursuant to the terms of an Existing Supported Services Contract;
"Existing Supported Services Contracts"	means contracts for the provision of Local Services in Wales by the Operator that were entered into before the Effective Date pursuant to: <ul style="list-style-type: none"> a) terms let by or on behalf of the Welsh Government pursuant to section 7 of the Transport (Wales) Act 2000; b) contract terms let by one or more local transport authority pursuant to section 63 of the Transport Act 1985 (including, for the avoidance of doubt, any de minimis contracts); or c) any other contract let by one or more local transport authorities in accordance with sections 89 – 92 of the Transport Act 1985;
"FOIA"	means the Freedom of Information Act 2000;
"Force Majeure Event"	means any event or occurrence (including fire, flood, violent storm, pestilence, explosion, malicious damage, act of terrorism, epidemic, pandemic, any industrial action by the workforce of an affected Party or by the workforce of a critical or key supplier, armed conflict, acts of terrorism, nuclear, biological or chemical warfare, or any other disaster, natural or man-made) which: <ul style="list-style-type: none"> a) without prejudice to the operation of clause 11.6, the affected Party could not reasonably have provided against before entering into this Agreement; b) materially adversely affects the ability of a Party to perform its obligations (in whole or in part) under this Agreement; c) which is outside the reasonable control of an affected Party; d) having arisen, could not reasonably be avoided or overcome by the affected Party;

- e) occurs in the United Kingdom; and
- f) is not attributable to any act or failure to take reasonable preventative action by an affected Party;

“Former Commercial Services”	has the meaning given to it in clause 15.1;
“Funding Review(s)”	means the review carried out in accordance with Schedule SCHEDULE 5: ;
“Good and Efficient Operator”	has the meaning given to it in Section Section 1: to Schedule SCHEDULE 3: ;
“Gross Cost Contract”	means a contract whereby the procuring authority retains the right to receipt of passenger revenue and therefore carries the financial risk in respect of the level of passenger revenue received in respect of services provided under such contract;
"Intellectual Property Rights"	means patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"Lead Authority"	means a local authority in Wales acting as the Lead Regional Transport Authority for one or more of its Constituent Local Authorities;
"Lead Authority Dispute"	means a Dispute which involves the Lead Authority and may therefore be resolved in accordance with clause 25.3;
"Legislation"	means any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, any Welsh law within the meaning given to it in section 1(3) of the Legislation (Wales) Act 2019, any exercise of the Royal Prerogative, and any enforceable EU right within the meaning of Section 2 of the European Communities Act 1972 (as amended), in each case in the United Kingdom;
“Local Service”	has the meaning given to it in the section 2 of the Transport Act 1985 and for the avoidance of doubt, this shall not include: services which are not registrable pursuant to section 6 of the Transport Act 1985, including any services which are provided

where a railway service is temporarily interrupted under section 40 Railways Act 2005;

“Net Cost Contract”	means a contract whereby the operator retains all passenger revenue and takes the risk in respect of the level of passenger revenue received in respect of services provided under such contract;
“New Supported Services”	means any Local Service operated pursuant to the terms of a New Supported Services Contract;
“New Supported Services Contract”	means contracts for the provision of Local Services in Wales by the Operator that were entered into after the Effective Date pursuant to: <ul style="list-style-type: none">a) terms let by or on behalf of the Welsh Government pursuant to section 7 of the Transport (Wales) Act 2000;b) contract terms let by one or more local transport authority pursuant to section 63 of the Transport Act 1985 (including, for the avoidance of doubt, any de minimis contracts); orc) any other contract let by one or more local transport authorities in accordance with sections 89 – 92 of the Transport Act 1985;
“New Supported Services Contract Tendering Assumptions”	has the meaning given to it in clause 17.3;
“Operator Data”	means Operator data required to be provided under this Agreement which are confidential or commercially sensitive to the Operator as identified in Part Part 4: of Schedule SCHEDULE 4: ;
"Operator Companies"	Group means the Operator and any subsidiary, holding company or subsidiary of any holding company of the Operator or any other company or structure established by the owners of the Operator and "Operator Group Company" shall be construed accordingly;
"Part 2 Competition Test"	means the test for certain agreements, decisions and practices as set out in Schedule 10, Part 2 to the Transport Act 2000 as modified;
“Permitted Use”	means the use of data for any purpose specified in Part Part 3: of Schedule SCHEDULE 4: ;
"Previous BES Funding Arrangements"	has the meaning given to is in Recital B;

"Priorities"	has the meaning given to it in clause 6.2;
"Procurement Programme"	has the meaning given to it in clause 17.2;
"Public Sector Party"	has the meaning given to it in clause 23.1;
"Quality Partnership Schemes" or "QPS"	means a quality partnership scheme as specified in section 114(1) Transport Act 2000;
"Receiving Party"	means a Party which receives Confidential Information from a Disclosing Party;
"Reconciliation Payment"	has the meaning given to it in clause 9.5;
"Reference Network"	means: <ul style="list-style-type: none"> a) from the date of this Agreement a reference bus network for the Region which reflects the Local Services registered by bus operators on [date]; and b) once developed in accordance with the terms of clause 8 and the Umbrella Partnership Agreement the developed reference network for [the Region] as it may be varied from time to time in accordance with the terms of the Umbrella Partnership Agreement or any other partnership arrangements developed in accordance with its terms;
"Region"	means the geographical area for which the Lead Authority and its Constituent Local Authorities are responsible;
"Register of Variations"	means a register for each Region, specific to the Operator, detailing each service contract, the agreed variation to the specific service, which has been reviewed and signed by the relevant Constituent Local Authority, the form appended at Schedule SCHEDULE 7: ;
"Regulation 1370/2007"	means Regulation (EC) No 1370/2007 of the European Parliament and of the Council of 23 October 2007 on public passenger transport services by rail and by road as amended, including, but not limited to, by the Regulation (EC) No 1370/2007 (Public Service Obligations in Transport) (Amendment) (EU Exit) Regulations 2020;
"Requests for Information"	shall have the meaning set out in the FOIA or any apparent request for information under the FOIA;
"Service Failure Points" or "SFPs"	has the meaning given to it in Part Part 4: of Schedule SCHEDULE 3: ;
"Services"	has the meaning given to it in clause 2.1;

“Service Payment”	has the meaning given to it in clause 9.1;
“Service Specification”	has the meaning given to it in clause 6.1;
“Service Standards”	means the service standards to which the Operator agrees to provide Local Services as determined in accordance with clause 8.6, including but not limited to, compliance with the requirements of Schedule SCHEDULE 1: ;
"State Aid and Procurement Constraints"	has the meaning given to it in clause 19.2;
“Subsidised Network”	has the meaning given to it in clause 8.3;
"Term"	has the meaning given to it in clause 3.1;
“Umbrella Partnership Agreement”	means the framework voluntary partnership agreement agreed in accordance with clause 5;
"VPA"	means a voluntary partnership agreement as described in section 46 of the Local Transport Act 2008, amending section 153(2) of the Transport Act 2000;
“Wales Transport Strategy”	means the draft strategy for the future of transport in Wales, setting out Welsh Government’s ambitions for the next 20 years and their priorities for the next 5 years in the form of the consultation document published here: https://gov.wales/llwybr-newydd ;
“Welsh Bus Open Data Agreement”	means the agreement to be entered into between (1) TfW and (2) the Operator in relation to the Operator providing certain data to TfW which will enable TfW to build a consistent data set for all services in Wales to improve services for passengers; and
"Working Days"	means any day of the week other than a Saturday, Sunday or Bank Holiday.

- 1.2 the Schedule(s) form part of this Agreement and will have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement shall include the Schedule(s);
- 1.3 references to clauses or paragraphs appearing in the main body of this Agreement are, except where expressly stated to the contrary, references to clauses and paragraphs of this Agreement;
- 1.4 references to any part or paragraph appearing within a Schedule are, except where expressly stated to the contrary, references to such part or paragraph of that Schedule;
- 1.5 references to this Agreement are references to this Agreement as varied, assigned and/or novated in accordance with the provisions of this Agreement from time to time;

- 1.6 references to any other agreement or document are to such agreement or document as varied, assigned or novated from time to time; and
- 1.7 any reference to any Legislation will include any subordinate legislation made under it and will be construed as a reference to such Legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.

2. SCOPE OF AGREEMENT

- 2.1 This Agreement shall apply in respect of all Local Services provided by the Operator in the Region, including:
- 2.1.1 Existing Supported Services; and
 - 2.1.2 Former Commercial Services;
 - 2.1.3 Commercial Services; and
 - 2.1.4 New Supported Services,
- (together the “**Services**”).
- 2.2 Where and to the extent any Existing Supported Services are provided by the Operator pursuant to an Existing Supported Services Contract which is a Gross Cost Contract, clause 12 shall apply.
- 2.3 Where and to the extent any Existing Supported Services are provided by the Operator pursuant to an Existing Supported Services Contract which is a Net Cost Contract, clause 13 shall apply.
- 2.4 Where and to the extent any Local Service provided by the Operator is a Former Commercial Service the provisions of clause 15 shall apply in respect of Former Commercial Services.
- 2.5 Where and to the extent any Local Service provided by the Operator is a Commercial Service, clause 16 shall apply to the Operator in respect of the provision of those services.
- 2.6 Where and to the extent any Local Service provided by the Operator is provided pursuant to a New Supported Services Contract let by a Lead Authority or one of its Constituent Local Authorities after the date of this Agreement the provisions of clause 17 shall apply.
- 2.7 Where any provision of this Agreement is specified as being carried out by one Public Sector Party pursuant to this Agreement, the Public Sector Parties may agree that a representative of another Public Sector shall be able to exercise such rights or may be required to carry out such function or obligation, provided that prior to such exercise, the Public Sector Parties shall jointly notify the Operator of such change of responsibility, and the party originally subject to such obligation shall notify the Operator of the basis upon which the new Public Sector Party is entitled to exercise the relevant powers. To the extent that this clause relates to the discharge of a statutory duty, the performance of such duty shall not be carried out by another Public Sector Party pursuant to this clause 2.7, save to the extent expressly agreed by such Public Sector Parties or in the event where TfW is performing such duties on behalf on the Welsh Government.
- 2.8 It is acknowledged that the Operator and Operator Group Companies may choose to change the way that they provide Local Services. Notwithstanding this, it is acknowledged by the Operator that this Agreement is entered into in respect of all Local Services provided by the Operator in

the Region, and the Operator shall procure that, where there is any change in the operation of such services, that any alternative Operator Group Company providing such Local Services shall enter into an agreement on equivalent terms with the Public Sector Parties, and where and to the extent that they do not, or where any other action is taken by the Operator or any Operator Group Company to seek to provide services which are the same or similar to Local Services provided by the Operator in the Region outside the terms of this Agreement, the Operator shall indemnify the Public Sector Parties against all costs, losses, expenses and claims arising from the Local Services or services similar to the Local Services (including Commercial Services) being provided by the Operator or an Operator Group Company in a manner not subject to the provisions of this Agreement or an agreement on equivalent terms.

3. TERM

3.1 This Agreement shall commence on the Effective Date and shall continue in force until the earlier of:

3.1.1 the date agreed as the Expiry Date of this Agreement where this has been specified pursuant to the terms of any Umbrella Partnership Agreement, agreed between the parties; or

3.1.2 31 July 2022 (being the date falling two (2) years after the start date of BES 1.5),

unless terminated earlier in accordance with the terms of this Agreement ("**Term**").

4. WELSH GOVERNMENT REQUIREMENTS

4.1 As a condition of receipt of BES 2 Funding, the Operator shall comply with Welsh Government's minimum funding requirements as specified in Schedule SCHEDULE 1: .

4.2 Where the Operator is in material breach of any condition contained in Schedule SCHEDULE 1: and the Operator fails to remedy such material breach (such remedy to include taking all reasonable steps to ensure that such breach is not repeated) within ten (10) Working Days of notification (or such other period of time as is reasonable given the nature of the breach and the steps required to remedy such breach), then the Operator shall pay compensation to the Lead Authority, pursuant to the process and calculated in accordance with Schedule SCHEDULE 3: .

4.3 The Operator shall maintain adequate insurances to cover against the risks which may be expected to arise in connection with the delivery of their obligations under this Agreement, including, but not limited to, insuring all property required to perform such obligations. The Operator shall provide Welsh Government with proof of such insurances promptly upon request.

5. PARTNERSHIP

5.1 The Operator shall use reasonable endeavours to agree the terms of an Umbrella Partnership Agreement, within three (3) months from the Effective Date and in the form of the draft agreement included at Section Section 1: of Schedule SCHEDULE 1: with:

5.1.1 the Lead Authority (on behalf of Constituent Local Authorities in the Region and other Local Authorities affected by the partnership);

5.1.2 TfW;

- 5.1.3 Welsh Government; and
 - 5.1.4 other bus operators in the Region.
- 5.2 The Lead Authority, Welsh Government and TFW shall use reasonable endeavours to agree the terms of the Umbrella Partnership Agreement with the Operator and other bus operators in the Region.
- 5.3 The Parties acknowledge that that Umbrella Partnership Agreement shall provide a framework for development of detailed partnerships in the Region including, where appropriate, VPAs and QPS, and shall include as a minimum the following terms:
- 5.3.1 establishment of a partnership board which shall govern the partnership, set strategy and objectives of the partnership, monitor and report on the performance of the partnership and resolve disputes;
 - 5.3.2 define the parties' obligations in respect of the continued delivery of the Wales Transport Strategy which may be in the form of transport plans which set out implementation dates, or processes to agree such plans, including, but not limited to those matters specified in Schedule SCHEDULE 2: ;
 - 5.3.3 define obligations with respect to the Reference Network in accordance with clause 8;
 - 5.3.4 establish key performance indicators;
 - 5.3.5 include processes for investment in provision of Local Services;
 - 5.3.6 confirm review processes for the partnership using annual reviews and/or change procedures;
 - 5.3.7 rectification process where there is a breach of the terms of the Umbrella Partnership Agreement; and
 - 5.3.8 termination rights.

6. SERVICE SPECIFICATION

- 6.1 From the Effective Date, the Operator shall operate its Local Services as it did under the terms of the BES 1.5 (“**Service Specification**”).
- 6.2 The Operator shall consult and agree with the Lead Authority and each Constituent Local Authority in whose area a Local Service operates within 30 days of the Effective Date, the specification of the services (including routes, frequencies and hours of operation) that the Operator shall provide. In determining the specification of the services the Parties shall have regard to:
- 6.2.1 supporting learners' journeys to school or college on registered local bus services;
 - 6.2.2 increasing frequencies where demand exceeds capacity;
 - 6.2.3 improving accessibility to jobs and services across our regions and communities;
 - 6.2.4 supporting economic recovery; and

6.2.5 ensuring social inclusion,

(together the “**Priorities**”),

provided that the services shall be affordable within the BES 2 Funding allocated to the Operator in accordance with the terms of this Agreement.

6.3 The Operator shall act in good faith to discuss and agree with the Lead Authority and the relevant Constituent Local Authorities any changes in the Local Services required at regular intervals as agreed by the Parties, to ensure that the Local Services continue to meet local needs.

6.4 The Operator shall take all reasonable steps to respond and comply promptly with reasonable requests from the Lead Authority to amend the Local Services operated including:

6.4.1 the routes used by those services;

6.4.2 the hours of operation;

6.4.3 the vehicles used or levels of provision; and

6.4.4 the timetables of such services.

6.5 The agreed Service Specification will be recorded in the form appended at Schedule SCHEDULE 6: and shall be updated with any changes, agreed from time to time and subject to being deliverable within the BES 2 Funding provided to the Operator pursuant to the terms of this Agreement.

6.6 If, in exceptional circumstances, the Operator cannot reach agreement with the Lead Authority and any Constituent Local Authority on the Local Services to be operated in accordance with clause 6.3, then the Operator shall seek to agree the reasonable level of services to be provided with the Lead Authority who shall act reasonably to determine an appropriate service requirement in the context of the BES 2 Funding available and the requirements of the Lead Authority and the relevant Constituent Local Authority, and where such agreement is reached, these service requirements shall apply.

6.7 Where following discussion with the Lead Authority in accordance with clause 6.5, agreement can still not be reached with the Operator then either party may refer the matter as a Dispute, save that where the Lead Authority has a reasonable belief that the Operator has not engaged in good faith with any Constituent Local Authority covered by their operations and this forms part of the Dispute then such Dispute shall be referred as a Lead Authority Dispute.

7. DATA PROVISION

7.1 The Operator shall provide:

7.1.1 the data specific in Section Section 1: of Part SCHEDULE 4: of Schedule SCHEDULE 3: in accordance with Part Part 3: of Schedule SCHEDULE 3: ;

the data specified in Part Part 1: of Schedule SCHEDULE 4: , in accordance with Part Part 3: of Schedule SCHEDULE 3: ; and

7.1.2 the data specified in Part Part 2: of Schedule SCHEDULE 4: , in accordance with Part Part 3: of Schedule SCHEDULE 3: .

- 7.2 The data provided pursuant to this Agreement (including, but not limited to that provided pursuant to clause 7.1) may be used by the Welsh Government, TfW, the Lead Authority and Constituent Local Authorities in the Region solely for the Permitted Uses specified in Part Part 3: (Permitted Uses) of Schedule SCHEDULE 4: to the extent that each Public Sector Party is entitled to access such data as specified in Part Part 4: of Schedule SCHEDULE 4: .
- 7.3 Where any Public Sector Party wishes to use any data provided pursuant to this Agreement for any use which is not a Permitted Use, or to use any data which they are not entitled to access pursuant to Part Part 4: of Schedule SCHEDULE 4: they shall only do so having obtained the consent of the Operator, such consent not to be unreasonably withheld.
- 7.4 Where any data is identified as being Commercially Sensitive pursuant to Part Part 4: of Schedule SCHEDULE 4: then each Public Sector Party shall ensure that, even where such data is being utilised in accordance with the Permitted Use that such data is only disclosed in accordance with clauses 21 to 23, and that where the output from the use of such data is disclosed in any manner which could be accessed by any other operator or prospective operator of Local Services, that such data or outputs are aggregated such that no Commercially Sensitive information is published.
- 7.5 The Parties acknowledge and agree that the data provided pursuant to this clause **Error! Reference source not found.** shall not be used by any Party for:
- 7.5.1 the purposes of monitoring and/or reporting to the Traffic Commissioner or the DVSA in respect of the Operator's service performance in respect of reliability and timekeeping for any local services operated by that Operator; or
- 7.5.2 any purpose relating to the potential introduction of a Quality Contract Scheme pursuant to the Transport Act 2000 by any Local Authority or the introduction by any Local Authority of any similar form of franchising arrangement under subsequent legislation,
- without the Operator's prior written consent.]
- 7.6 Where any Public Sector Party analyses Operator Data for a Permitted Use with the intention to use that analysis for policy or decision making processes which may materially affect the Operator, such Public Sector Party shall use reasonable endeavours to engage with the Operator prior to use, to allow the Operator to inform such analysis. The Operator acknowledges that compliance with this obligation may not always be practicable, and in particular that a Public Sector Party shall not be obliged to comply with this obligation to the extent that it would breach clause 7.4.
- 7.7 The Operator shall keep and maintain full and accurate records and accounts on everything to do with this Agreement throughout and for [seven (7)] years after the date of expiry or termination of this Agreement.
- 7.8 Where a Public Sector Party is required to audit any information provided by the Operator pursuant to this Agreement, including where Welsh Government has reasonable grounds to believe that any information provided is materially incorrect, then they may appoint an auditor. The Operator shall allow such appointed auditor access to their premises, upon reasonable notice, to verify all accounts and records of everything to do with this Agreement (which is relevant to the issue identified) and provide copies for the audit upon request, subject to clause 21.

- 7.9 The Operator shall provide information to the auditor and reasonable co-operation at their request.
- 7.10 Where any auditor identifies that any information provided by the Operator to any Public Sector Party is materially false or incomplete the relevant Public Sector Party shall be entitled to assess the impact of such false or incomplete information and where this has led to an under-payment to any Public Sector Party or over-payment from any Public Sector Party of the Service Payment, such Party shall be entitled to recover the difference between the amount originally calculated and the amount calculated following correction of the information found to be false or incomplete, and such amount shall be immediately payable by the Operator to such Public Sector Party.
- 7.11 The Operator agrees to use all reasonable endeavours to enter into the Welsh Bus Open Data Agreement within three (3) months of signing this Agreement, and shall, in any case, enter into such agreement within six (6) months of signing this Agreement. In the event of a conflict between the terms of the Welsh Bus Open Data Agreement and this Agreement, the Parties agree that this Agreement shall take priority during the Term of this Agreement and upon termination or expiry of this Agreement, the Welsh Bus Open Data Agreement shall take priority.
- 7.12 The Parties acknowledge that TfW use third party suppliers to extract/receive and process data and that clauses 21 and 22 shall apply to the use and processing of such data.

8. REFERENCE NETWORK

- 8.1 The Parties agree that the initial Reference Network reflects the routes, frequencies and hours of operation of local bus services in Wales prior to COVID-19, specifically as at 29 February 2020 modified by:
- 8.1.1 any key seasonal variations as demonstrated in the preceding year e.g. a summer tourist timetable; and
- 8.1.2 any changes to services implemented by agreement with a Local Authority or the Lead Authority prior to the inception of BES 2.
- 8.2 The Parties agree that for the purposes of continued improvement in the provision of local bus services in Wales, it will be necessary to develop a revised Reference Network which sets out the target requirements for routes and services to be provided across Wales. The Reference Network shall be developed in accordance with this Agreement, including the provision of services in accordance with clauses 12 to 17 below, as well as any changes to services agreed pursuant to Schedule SCHEDULE 1: . The Parties agree that the Reference Network shall be developed in respect of each Region in line with the local and regional rankings of the Priorities and in support of a coherent Wales wide Reference Network.
- 8.3 The Parties, together with other operators in the Region, shall work together to develop a revised Reference Network by [30 June 2021]. This network will supersede the initial Reference Network and reflect Regional priorities. As part of developing the revised Reference Network, historical and current passenger demand data will be used to objectively identify the elements of the Reference Network which will require long term Government support. These elements of the Reference Network will be referred to as the “**Subsidised Network**”.
- 8.4 The development of the Reference Network shall include:

- 8.4.1 use of data provided by all parties with an interest in provision of bus services within the Region, including operators, Lead Authorities or one of its Constituent Local Authorities, TfW and Welsh Government;
 - 8.4.2 consideration of regional strategic Priorities for the provision of Local Services;
 - 8.4.3 examination of existing routes;
 - 8.4.4 exploration of options for new routes;
 - 8.4.5 the viability and affordability of the proposed routes; and
 - 8.4.6 consideration of investment or other measures that may be required to support any revised Reference Network.
- 8.5 The Lead Authority shall manage compliance with the Reference Network in accordance with the requirements set out in Schedule SCHEDULE 1: .
- 8.6 As part of the development of the Reference Network, the Operator shall use all reasonable endeavours to agree a set of Service Standards pursuant to Schedule SCHEDULE 1: with the Lead Authority and TfW which will apply to different classifications of routes across Wales. The Operator, the Lead Authority and TfW shall use all reasonable endeavours to complete this classification by [30 June 2021].

9. PAYMENTS AND RECONCILIATION PROCESSES

- 9.1 The Lead Authority shall pay the Operator a service payment calculated in accordance with Part Part 2: of Schedule SCHEDULE 3: (“**Service Payment**”), in relation to the Services provided pursuant to and in accordance with this Agreement. If the Operator disputes the amount of the Service Payment then such dispute shall be resolved in accordance with clause 25.
- 9.2 For the avoidance of doubt, the Operator shall not be entitled to recover more than once in respect of the same amount, including that the Operator shall not be entitled to recover any amount payable pursuant to the Previous BES Funding Arrangements pursuant to this Agreement.
- 9.3 In the event that the Operator is successful in obtaining any other governmental support or support from any Lead Authority or one of its Constituent Local Authorities or other such body that is offered in relation to the impact of and/or recovery from the impacts of COVID-19, this shall be taken into account in relation to the relevant Service Payment such that the Operator does not benefit from double recovery or double counting.
- 9.4 The Operator shall comply with the reconciliation process detailed in Part Part 3: of Schedule SCHEDULE 3: . The Parties acknowledge that Schedule SCHEDULE 3: assesses the basis on which the Operator is paid, and includes provisions to ensure that such payments, following reconciliation, do not lead to over-compensation or illegal state aid. Notwithstanding any other remedies that the Lead Authority, TfW or Welsh Government may have pursuant to this Agreement or otherwise for provision by the Operator of false or misleading information, it shall be a material breach of this Agreement for the Operator to fail to accurately provide the information specified in Schedule SCHEDULE 3: . For the avoidance of doubt, it will be necessary to provide information in respect of all Local Services provided by the Operator, including any Commercial Services, to ensure transparency of costs and revenues and to ensure that the calculation of the Assumed Margin pursuant to Schedule SCHEDULE 3: shall take

into account the costs and revenues from all Local Services provided by an Operator (including Former Commercial Services and Commercial Services).

- 9.5 Where following any reconciliation process carried out pursuant to Part Part 3: of Schedule SCHEDULE 3: , the Lead Authority identifies that an overpayment or an underpayment has been made, the Lead Authority shall be entitled to require either clawback of such amount or pay such amount (“**Reconciliation Payment**”), calculated in accordance with Part Part 3: of Schedule SCHEDULE 3: . The Lead Authority shall provide the Operator with detailed calculations confirming the Reconciliation Payment to be returned to the Lead Authority or paid to the Operator.
- 9.6 The Parties acknowledge and agree that Tfw, working with the Lead Authority, may carry out Funding Reviews on behalf of Welsh Government in accordance with the provisions of Schedule SCHEDULE 5: and the Parties shall agree, acting reasonably, such amendments to this Agreement, as may be reasonably required to reflect the outcomes of each Funding Review.

10. EXIT FROM BES 2

- 10.1 The Parties agree and acknowledge that by no later than 1 August 2022, it is all Parties’ intention that all of the Operator’s Local Services which operate in Wales shall either be:
- 10.1.1 operated as a Commercial Service; or
- 10.1.2 operated pursuant to a New Supported Services Contract or the original terms and conditions of an Existing Supported Services Contract (including in each case any such contract which is let as a *de minimis* contract).
- 10.2 Where all Local Services operated by the Operator in Wales are operated in accordance with clause 10.1 then the Parties acknowledge that:
- 10.2.1 no further payments shall be made pursuant to this Agreement; and
- 10.2.2 provided that any Umbrella Partnership Agreement and any associated partnership arrangements shall not be terminated as a result of the termination of this Agreement,
- any Party shall otherwise be entitled to terminate this Agreement by agreement with the other Parties (all acting reasonably).

11. TERMINATION

- 11.1 This Agreement, or a Party's participation in this Agreement, may be terminated in accordance with the provisions of this clause 11.

Defaulting Party Material Breach

- 11.2 In the event of a material or persistent breach of this Agreement by a Defaulting Party, the non-Defaulting Party may give four (4) weeks’ written notice of their intention to terminate this Agreement, setting out in sufficient detail the acts or omission of the relevant Defaulting Party giving rise to such breach or breaches. If the Defaulting Party does not, to the reasonable satisfaction of the non-Defaulting Party, remedy the breach or breaches and the consequences of such breach within such notice period, the non-Defaulting Party may terminate this Agreement. Where, pursuant to Part Part 4: of Schedule SCHEDULE 3: Service Failure

Points have been allocated for the same trigger in three (3) consecutive months this shall be deemed to be a material breach which the Operator has been unable to remedy.

Insolvency

- 11.3 Any non-Defaulting Party may by written notice terminate its participation in this Agreement where another Party ("**Insolvent Party**"):
- 11.3.1 passes a resolution for its winding up or summons a meeting to pass any such resolution (other than for the purpose of and followed by a solvent reconstruction or amalgamation);
 - 11.3.2 has a petition for a winding-up order presented against it (other than for the purpose of and followed by a solvent reconstruction or amalgamation);
 - 11.3.3 has an application made to court, or an order made, for the appointment of an administrator or any step is taken to appoint an administrator in respect of the Insolvent Party;
 - 11.3.4 has a receiver, administrative receiver, receiver and manager or similar officer appointed by any person of all or any part of the Insolvent Party's property, assets or undertaking;
 - 11.3.5 makes a proposal for a voluntary arrangement as defined in Section 1 of the Insolvency Act 1986;
 - 11.3.6 enters into any other arrangement with its creditors or any of them;
 - 11.3.7 takes or suffers any other action in consequence of debt including, without limitation, giving notice to its creditors or any of them that it has suspended or is about to suspend payment; or
 - 11.3.8 has a proposal or threat to do any of the above acts or things made; or an event analogous to the aforesaid occurs in whatever jurisdiction.

Continuing Force Majeure

- 11.4 No Party shall be liable to any other Party for any delay in, or failure to perform its obligations under this Agreement arising (in whole or in part) from any Force Majeure Event, provided that the affected Party shall:
- 11.4.1 as soon as reasonably practicable, send to the other Parties a written notice setting out the circumstances of the event and its anticipated effect; and
 - 11.4.2 use all reasonable endeavours to minimise the effect of any such circumstances.
- 11.5 If the affected Party's ability to perform its obligations under this Agreement is materially adversely affected (in whole or in part) due to a Force Majeure Event continuing for a period of six (6) months or more, any Party may terminate the affected Party's participation in this Agreement with immediate effect by serving written notice to the other Parties, provided that no such notice shall be served until the Parties have met in good faith to discuss and seek to agree whether this Agreement should continue in modified form (agreement to such not to be unreasonably withheld).

- 11.6 Notwithstanding any other provision under this Agreement, the Parties agree that they were aware of COVID-19 and that the existence of COVID-19 in itself shall not constitute a Force Majeure event save that a Change in COVID-19 Impact Event may be deemed to be a Force Majeure Event provided it satisfies the criteria set out in sub-paragraphs (b) to (f) (exclusive) of the definition of Force Majeure.

Termination by agreement of the Parties

- 11.7 This Agreement may be terminated in respect of all Parties or in respect of any one party at any time with immediate effect by written consent of all Parties that it be so terminated.
- 11.8 This Agreement shall be terminated in respect of any Party that disposes of its business in accordance with clause 28.2.
- 11.9 In the event that the Operator either: (i) changes the way that they provide Local Services and does not comply with clause 2.8; or (ii) disposes of its business and does not comply with clause 28.2, the Operator acknowledges and agrees that such breach shall be dealt with in accordance with clause 11.2 and the non-Defaulting Party is entitled to terminate this Agreement.

BES 3

- 11.10 This Agreement may be terminated pursuant to clause 10.2.

Funding Reviews

- 11.11 This Agreement may be terminated on notice provided by Welsh Government to the Operator, in accordance with paragraph 1.3.3 of Schedule SCHEDULE 5: following a Funding Review.

Operator withdrawal

- 11.12 This Agreement may be terminated on no less than 56 days' notice (or such other period of notice as the Traffic Commissioner may require in respect of de-registration of Local Services at the date the notice is given) from the Operator to the other Parties, in the event that the Operator intends to withdraw from the Welsh bus market, such termination to occur on the date of withdrawal from the Welsh bus market.
- 11.13 In the event where the Operator intends to withdraw from the Welsh bus market and terminates this Agreement in accordance with clause 11.12, the Operator shall provide Welsh Government with a reasonable opportunity to purchase any assets of the business which it intends to dispose of, on fair terms.

Effect of Termination

- 11.14 The termination of this Agreement for any reason:
- 11.14.1 shall be without prejudice to any rights or obligations which shall have accrued or become due prior to the date of termination, including, for the avoidance of doubt, any payments to be made to the operator pursuant to Part Part 3: of Schedule SCHEDULE 3: ;
- 11.14.2 shall not prejudice the rights or remedies which any Party may have in respect of any breach of the terms of this Agreement prior to the date of termination; and

11.14.3 shall not impact upon any clawback of BES 2 Funding which is to be made (including any clawback of BES 2 Funding still to be calculated) in accordance with Schedule SCHEDULE 3: .

12. EXISTING SUPPORTED SERVICES: GROSS COST

12.1 The Parties acknowledge that the Operator operates Existing Supported Services on the date of this Agreement which are contracted in whole, or in part, pursuant to Existing Supported Services Contracts.

12.2 Where an Existing Supported Services Contract is let as a Gross Cost Contract:

12.2.1 the Operator acknowledges that the relevant Constituent Local Authority (or Welsh Government where the Existing Supported Services Contract is let pursuant to section 7 Transport (Wales) Act 2006) remains at risk for passenger revenue, and that any payments made to the Operator in respect of such Local Services pursuant to this Agreement shall relate solely to additional costs incurred by the Operator in providing services in accordance with the terms of such Gross Cost Contract, as a result of the impact of COVID-19 (and related measures) on the operation of that Existing Supported Services;

12.2.2 the Operator (and the Lead Authority on behalf of the relevant Constituent Local Authority) agree that each Existing Supported Services Contract shall be varied to:

12.2.2.1 allow such additional payments to be made by the Lead Authority on behalf of the Constituent Local Authority to the Operator in accordance with the terms of this Agreement; and

12.2.2.2 revise the services provided in agreement with the Constituent Local Authority and the Lead Authority and align payment with the revised services.

It is acknowledged that the variation in such payments shall be limited to those which are required to deal with the impact of COVID-19, and that the modifications are not substantial within the meaning of Regulation 88 (1)(f) Utilities Contracts Regulations 2016 or Regulation 72(1)(f) Public Contract Regulations 2015, as the case may be;

12.2.3 the Operator agrees that more than one amendment may be made pursuant to clause 12.2.2, during the term of this Agreement, provided that those changes shall be made solely for the purposes of reflecting required changes to local bus services to reflect the impact of COVID-19, and that such changes shall not change the economic balance of the contract in favour of the bus operator nor alter the overall nature of the Existing Supported Services Contract;

12.2.4 the Operator and the Lead Authority acknowledge that the payments made pursuant to this Agreement in respect of such Gross Cost Contracts are made pursuant to a valid variation to the Existing Supported Services Contracts between the Constituent Local Authority and the Operator. The Parties agree to execute such other documents, including to update the Register of Variations at Schedule SCHEDULE 7: , as may be required to effect such variation, and the Lead Authority undertakes to obtain any variation documents executed by the Constituent Local Authority as may be required to effect such variation; and

- 12.2.5 on a continuing basis, the Lead Authority may carry out a further review of each Existing Supported Services Contract to assess whether any further variation is needed or determinate whether the service remains necessary to be supported in accordance with the review process under clause 6.3.

13. EXISTING SUPPORTED SERVICES: NET COST

- 13.1 The Parties acknowledge that the Operator operates Existing Supported Services on the date of this Agreement which are contracted in whole, or in part, pursuant to Existing Supported Services Contracts.

- 13.2 Where such Existing Supported Services Contract is a Net Cost Contract:

- 13.2.1 the Parties acknowledge that the Operator is at risk for passenger revenue under the terms of the Net Cost Contract with the relevant Lead Authority or one of its Constituent Local Authorities (or Welsh Government where the Existing Supported Services Contract is let pursuant to section 7 Transport (Wales) Act 2006), and that any payments made to the Operator in respect of such Local Services pursuant to this Agreement shall relate solely to:

13.2.1.1 additional costs incurred by the Operator in providing services in accordance with the terms of such Net Cost Contract, as a result of the impact of COVID-19 (and related measures) on the operation of that Existing Supported Services; and

13.2.1.2 the impact on passenger revenue beyond that which was foreseeable by the Operator and/or the Lead Authority or one of its Constituent Local Authorities at the time that such Existing Supported Services Contract was let,

- 13.2.2 the Operator (and the Lead Authority on behalf of the relevant Constituent Local Authority) agree that each Existing Supported Services Contract shall be varied to:

13.2.2.1 allow such additional payments to be made by the Lead Authority on behalf of the Constituent Local Authority to the Operator in accordance with the terms of this Agreement; and

13.2.2.2 revise the services provided in agreement with the Constituent Local Authority and the Lead Authority.

It is acknowledged that the variation in such payments shall be limited to those which are required to deal with the impact of COVID-19, and that the modifications in respect of any changes to service provision are not substantial within the meaning of Regulation 88 (1)(f) Utilities Contracts Regulations 2016 or Regulation 72(1)(f) Public Contract Regulations 2015, as the case may be, and that the payments in respect of loss of passenger revenue are made due to the immediate and continuing risk of disruption of passenger services as a result of the loss of that passenger revenue,

- 13.2.3 the Operator agrees that more than one amendment may be made pursuant to clause 13.2.2.2, during the term of this Agreement, provided that those changes shall be made solely for the purposes of reflecting required changes to local bus services to reflect the impact of COVID-19, and that such changes shall not change

the economic balance of the contract in favour of the operator nor alter the overall nature of the Existing Supported Services Contract;

- 13.2.4 the Operator agrees that, where payments made relate to the impact of COVID-19 on passenger numbers, the extent to which those payments relate to costs which would have been funded from passenger revenue, save for the effect of COVID-19, that the Lead Authority shall be entitled to limit the payments made in respect of such costs for the period that the risk associated with passenger revenue loss is materially greater than that which was reasonably foreseeable at the date of the relevant agreement;
- 13.2.5 payments made by the Lead Authority to the Operator pursuant to this Agreement in respect of Existing Supported Services pursuant to a Net Cost Contract shall be only made for the period, and to the extent that, the provision of services under the relevant Net Cost Contract are affected by COVID-19;
- 13.2.6 the Operator and the Lead Authority acknowledge that the payments made pursuant to this Agreement in respect of such Net Cost Contracts are made pursuant to a valid variation to the Supported Services Existing Contract between the relevant Constituent Local Authority and the Operator. The Parties agree to execute such other documents, including to update the Register of Variations at Schedule SCHEDULE 7: , as may be required to effect such variation, and the Lead Authority undertakes to obtain any variation documents executed by the Constituent Local Authority as may be required to effect such variation; and
- 13.2.7 on a continuing basis, the Lead Authority may carry out a further review of each Existing Supported Services Contract to assess whether any further variation is needed or determinate whether the service remains necessary to be supported in accordance with the review process under clause 6.2.

14. REVERTING TO ORIGINAL CONTRACT TERMS FOR EXISTING SUPPORTED SERVICES

- 14.1 The Parties acknowledge that any Existing Supported Services Contract varied in accordance with clause 12 and 13, shall revert to the terms specified immediately prior to such variation (subject to any other variation to such contract agreed by the Parties to that contract) when the following criteria are achieved or not required to be achieved (in each case as agreed with the relevant Local Authority, acting reasonably):
 - 14.1.1 the revenue in respect of that service returning to pre-COVID levels;
 - 14.1.2 the service operating to a specification materially the same as that pre-COVID, subject to any other variation of such contract; and
 - 14.1.3 the Operator to return to the terms of the original Existing Supported Services Contract.

15. SUPPORT FOR FORMER COMMERCIAL SERVICES

- 15.1 The Parties acknowledge that the Operator has historically operated Commercial Services, but due to the effects of COVID-19, those Commercial Services were no longer commercially viable and support for the continuation of the services was required from Welsh Government. Such support was received through BES Funding provided pursuant to the Previous BES Funding Arrangements. The Parties further acknowledge that the Previous BES Funding

Arrangements were implemented on the basis of payments being made under the following powers:

- 15.1.1 use of grant aid under section 154 Transport Act 2000; or
- 15.1.2 payments made pursuant to section 7 of the Transport (Wales) Act 2006,
(“Former Commercial Services”).

- 15.2 The Operator acknowledges that in the absence of Service Payments made pursuant to this Agreement the Operator would not be able to continue to operate the relevant Former Commercial Service or would not be able to operate the Former Commercial Services to the Service Standards.
- 15.3 The Lead Authority acknowledges that it would not have funded such Former Commercial Services to the Service Standards unless provided with financial support by Welsh Government.
- 15.4 The Lead Authority agrees to support the Former Commercial Services pursuant to the terms of this Agreement on the basis that the operation of the Former Commercial Service is required to meet public service obligations, with support being provided for provision of such public service obligations through the payment of Service Payments on behalf of Welsh Government in accordance with Schedule SCHEDULE 3: (pursuant to section 7 Transport (Wales) Act 2006), provided that the Operator in operating the Former Commercial Services, shall at all times comply with the prevailing Service Specification.
- 15.5 The Parties acknowledge that the reconciliation process at Part Part 3: of Schedule SCHEDULE 3: shall take into account the costs and revenues from all Local Services provided by the Operator, including Supported Services, Formerly Commercial Services and Commercial Services. For the avoidance of doubt, the assessment of whether the Operator has been over or under compensated and the calculation of any margin due shall be based on the net position on costs and revenues across all the Operator’s Local Services.

16. COMMERCIAL SERVICES

- 16.1 Where the Operator registers a Commercial Service which does not comply with the applicable Service Standards, then save where the specification of such Commercial Service has been agreed in accordance with clause 16.2.2, the Operator acknowledges and agrees that Welsh Government or any Local Authority in the area in which such service is operated may determine that notwithstanding the operation of the Commercial Service, that the service in question is not being provided to the applicable Service Standard required, in accordance with section 7(4) Transport (Wales) Act 2006 or section 63(5) Transport Act 1985 and that Welsh Government or the relevant Local Authority may determine that a service that meets the applicable Service Standard may be let in accordance with clause 17 (subject to the application, where relevant, of the competition test under Part 1 of Schedule 10 Transport Act 2000).
- 16.2 Where the Operator registers a Commercial Service which will operate:
 - 16.2.1 in accordance with the applicable Service Standards; or
 - 16.2.2 in accordance with a variation to the Service Standards as agreed by the Operator, Lead Authority and Tfw on the grounds that, for example, the specified standard for the hours of operation or frequency of the service are not financially viable or required,

then the Parties acknowledge that such service shall be operated as a Commercial Service for the purposes of this Agreement, but shall for the avoidance of doubt, remain subject to the terms of this Agreement, the Umbrella Partnership Agreement and any future partnership agreement developed pursuant to the terms of the Umbrella Partnership Agreement.

- 16.3 The Parties acknowledge that the reconciliation process at Part 3 of Schedule SCHEDULE 3: shall take into account the costs and revenues from all Local Services provided by the Operator, including Supported Services, Formerly Commercial Services and Commercial Services. For the avoidance of doubt, the assessment of whether the Operator has been over or under compensated and the calculation of any margin due shall be based on the net position on costs and revenues across all the Operator's Local Services.

17. SERVICES TENDERED AFTER THE DATE OF THIS AGREEMENT

- 17.1 The Parties agree that the Lead Authority or one of its Constituent Local Authorities or Welsh Government may let New Supported Services Contracts including where:

- 17.1.1 an Existing Supported Service Contract expires or terminates;
- 17.1.2 the Operator chooses to cease operation of a Former Commercial Service; or
- 17.1.3 a new route is identified as part of the Reference Network which is not operated as a Commercial Service or any Commercial Service does not comply with clause 16.2,

in each case where the relevant Local Authority or Welsh Government determine that the provision of such service is appropriate for meeting public transport requirements in the relevant area.

- 17.2 The Operator acknowledges that, no later than 1 August 2021, the Lead Authority (working with its Constituent Local Authorities) shall set out a programme to tender key services that are otherwise at risk of not meeting the requirements of clause 10.1 prior to 1 August 2022 when this contract shall terminate ("**Procurement Programme**"). The Procurement Programme shall be developed in consultation with the Operator and other operators and plans to tender New Supported Service Contracts within the Procurement Programme shall be prioritised to take account of:

- 17.2.1 the prevailing bus market conditions including any continued impact of COVID-19 on the performance of the bus market, such as passenger levels and revenues;
- 17.2.2 the estimated time frame for meeting the requirements of clause 10.1; and
- 17.2.3 the extent to which each service is required for the purposes of operating the Reference Network and delivering its intended benefits.

The Procurement Programme shall be reviewed by the Lead Authority and its Constituent Local Authorities every month and revised as necessary in consultation with the Operator, other operators and stakeholders to take account of changes which affect the priorities detailed in clauses 17.2.1 to 17.2.3.

- 17.3 Where a Lead Authority, one of its Constituent Local Authorities or Welsh Government tenders a New Supported Services Contract following the date of this Agreement, the tender for such New Supported Services Contract shall specify the assumptions that are to be made by all bidders regarding payments (if any), to be made pursuant to this Agreement to the operator of

services under that New Supported Services Contract, and the relevant Public Sector Party shall ensure that the same assumptions are provided to all tenderers for such Contract (“**New Supported Services Contract Tendering Assumptions**”); or

- 17.4 the Parties acknowledge, that where any Public Sector Party, specifies in advance to the requirements for any New Supported Services Contract (including the New Supported Services Contract Tendering Assumptions) and the Operator enters into such New Supported Services Contract, the Lead Authority shall make payments under this Agreement in respect of such New Supported Services Contract in accordance with the New Supported Services Contract Tendering Assumptions, provided that the Operator provides such services in accordance with the Service Standards.

18. SURVIVAL

- 18.1 This clause 18 and the following provisions (and any clauses/Schedules referred to in them/and or necessary in order to give effect to them) shall survive termination of this Agreement:

- 18.1.1 clauses 1 (*Definitions and Interpretation*);
- 18.1.2 clause 20 (*Intellectual Property*),
- 18.1.3 clause 21 (*Confidentiality*),
- 18.1.4 clause 22 (*Data Protection*),
- 18.1.5 clause 23 (*Freedom of Information*),
- 18.1.6 clause 25 (*Dispute Resolution*);
- 18.1.7 clause 36 (*Governing Law and Jurisdiction*); and
- 18.1.8 Schedule SCHEDULE 3: (*Compensation*) to the extent required for the purposes of any reconciliation of payments following the date of termination,

which shall continue in force after such termination.

19. FUNDING AND CONSTRAINTS

- 19.1 Each Party shall be responsible for funding their own obligations under this Agreement, save where the funding of any obligation is expressly specified in this Agreement, and otherwise in accordance with this clause 19. Where and to the extent any obligation of the Lead Authority pursuant to this Agreement to pay the Operator is dependent upon Welsh Government paying an equivalent amount to the Lead Authority, Welsh Government shall indemnify the Lead Authority against any costs, losses, expenses and claims arising directly from any delay or failure by Welsh Government to make such payment to the Lead Authority.
- 19.2 It is acknowledged that funding from (or provisions of works, services or supplies which have been funded by) the Welsh Government is subject to constraints on public spending, including the application of UK and EU rules in respect of state aid and procurement ("**State Aid and Procurement Constraints**"). It is acknowledged that Welsh Government, Tfw and the Lead Authority shall not be required to fund or deliver anything pursuant to this Agreement which would be in breach of such requirements.

19.3 Where any Party is unable to perform an obligation under this Agreement due to State Aid and Procurement Constraints the Parties agree to work together in good faith to determine those changes required to this Agreement whilst not breaching such requirements. It is acknowledged that this may include the Parties working together to identify exemptions which may be applicable and where necessary engaging with third parties including the CMA in order to implement the terms of this Agreement.

20. INTELLECTUAL PROPERTY RIGHTS

20.1 To the extent that any Intellectual Property Rights are generated pursuant to the terms of this Agreement, the Parties agree that:

20.1.1 such Intellectual Property Rights shall remain the absolute property of the Party which generated such rights; and

20.1.2 such Party shall hereby grant to the other Party a perpetual, irrevocable, non-exclusive, fully paid up and royalty free licence (with the right to sub-licence) to use such Intellectual Property Rights for any purpose relating to this Agreement or any successor agreement.

21. CONFIDENTIALITY

General

21.1 The Parties agree that the provisions of this Agreement shall not be treated as Confidential Information and may be disclosed without restriction.

21.2 Each Receiving Party shall:

21.2.1 keep the Disclosing Party's Confidential Information confidential;

21.2.2 use the Confidential Information (or any part thereof) only in connection with performing its obligations under the Agreement; and

21.2.3 subject to clause 21.4 and 23, not disclose the Confidential Information to anyone without the prior written consent of the Disclosing Party.

21.3 Data provided by the Operator pursuant to clause **Error! Reference source not found.** or otherwise pursuant to the terms of this Agreement shall be deemed to be Confidential Information where it is identified as such in the table at Part Part 4: of Schedule SCHEDULE 4:

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Exceptions

21.4 The consent referred to in clause 21.2.3 shall not be required for the disclosure by a Receiving Party of any Confidential Information which:

21.4.1 is disclosed to:

21.4.1.1 the CMA; or

21.4.1.2 the Department for Transport,

- 21.4.2 at any time comes into the public domain otherwise than as a result of breach of this Agreement by the Receiving Party;
- 21.4.3 is disclosed to the Receiving Party's officers, contractors or agents, in each case to the extent required to enable the Receiving Party to carry out its obligations under this Agreement provided that the Receiving Party makes such person aware of the Receiving Party's obligations under this Agreement and the Receiving Party requires such person to observe the same restrictions on the use of the relevant information as are contained in clause 21.2;
- 21.4.4 is disclosed to the Receiving Party's professional advisers who are bound to such Receiving Party by a duty of confidence which applies to any information disclosed;
- 21.4.5 is disclosed to the Receiving Party's auditors (pursuant to clause 7.8) who are bound to such Receiving Party by a duty of confidence which applies to any information disclosed, to the extent that the statutory provisions under which the auditor was appointed allow for such duty of confidence to be imposed upon the auditor;
- 21.4.6 is received from a third party who is not in breach of any relevant duty of confidence whether express or implied;
- 21.4.7 is independently developed without access to the Confidential Information; or
- 21.4.8 is required to be disclosed by any applicable law or regulatory requirement to which the Receiving Party is subject or pursuant to any order of the court or other competent regulatory authority or tribunal.
- 21.5 These restrictions and prohibition on use, exploitation, communication and disclosure set out in this clause 21 shall continue to apply after the expiration or termination of the Agreement in respect of any Confidential Information for such period of time as such information remains Confidential Information..

Required Disclosure

- 21.6 If the Receiving Party becomes required, in circumstances contemplated by clause 21.4.8 to disclose any Confidential Information, the Receiving Party shall (save to the extent prohibited by law) give to the Disclosing Party such notice as is practical in the circumstances of such disclosure and shall co-operate with the Disclosing Party, having due regard to the Disclosing Parties' views, and take such steps as the Disclosing Party may reasonably require in order to enable it to mitigate the effects of, or avoid the requirements for, any such disclosure.

Remedy

- 21.7 The Public Sector Parties acknowledge and agree that money damages may not be an adequate remedy for any breach or threatened breach of this clause 21 and that a breach by any Public Sector Partner of this clause 21 may result in immediate and irreparable competitive injury. The Public Sector Parties therefore agree that in addition to any other remedies that may be available, by law or otherwise, the Operator shall be entitled to seek injunctive relief against any breach or threatened breach of this clause 21 by the Public Sector Parties.

22. DATA PROTECTION

- 22.1 In this clause 22, the expressions "**Process/Processing**", "**Controller**", "**Processor**" "**Data Subject**", "**Personal Data Breach**" and "**Supervisory Authority**" shall have the same meaning as in the Data Protection Laws.
- 22.2 Each Party shall Process Personal Data under this Agreement as a separate Controller, and shall comply at all times with its respective obligations under Data Protection Laws.
- 22.3 In respect of any disclosures of Personal Data by one Party ("**Personal Data Disclosing Party**") to another Party ("**Personal Data Receiving Party**"), the Personal Data Receiving Party shall:
- 22.3.1 only Process the disclosed Personal Data where reasonably necessary for the purposes of performing its obligations, or exercising its rights, under this Agreement (including in respect of any onward disclosures to third parties);
 - 22.3.2 not transfer Personal Data outside the EEA without the prior written consent of the Personal Data Disclosing Party; and
 - 22.3.3 notify the Personal Data Disclosing Party without undue delay upon becoming aware of any Personal Data Breach involving the Personal Data.
- 22.4 Each Party shall co-operate with the other, to the extent reasonably requested, in relation to:
- 22.4.1 any requests from Data Subjects to exercise rights under the Data Protection Laws;
 - 22.4.2 any other communication from a Data Subject concerning the Processing of their Personal Data; and
 - 22.4.3 any communication from a Supervisory Authority concerning the Processing of Personal Data, or compliance with the Data Protection Laws.

23. FREEDOM OF INFORMATION

- 23.1 The Operator shall cooperate to facilitate Welsh Government, TfW and each Lead Authority acting for its Constituent Local Authorities (together the "**Public Sector Parties**" and each a "**Public Sector Party**") in complying with their respective obligations under the FOIA and the EIR, together with any guidance and/or codes of practice issued from time to time by the Information Commissioner or the Secretary of State, in the manner provided for in this clause 23, which shall apply whenever any Public Sector Party receives a Request for Information which in that Public Sector Party's reasonable opinion is likely to involve the disclosure of Confidential Information.
- 23.2 Where the relevant Public Sector Party receives a Request for Information in relation to Operator Confidential Information it shall notify the Operator in writing of the Request for Information as soon as practicable after receipt and in any event within five (5) Working Days of receiving a Request for Information and shall consult in good faith with the Operator to ascertain whether disclosure of the requested information would be likely to prejudice the commercial interests of the Operator for the purposes of section 43(2) of FOIA or regulation 12(5)(e) of EIR.
- 23.3 Where the relevant Public Sector Party receives a Request for Information relating Operator Confidential Information, the relevant Public Sector Party shall keep the Operator fully

informed and the Operator shall provide all necessary assistance reasonably requested by the relevant Public Sector Party to enable the Welsh Government or Tfw to respond to a Request for Information in accordance with Section 1 and Section 10 of the FOIA or regulation 5 of the EIR.

23.4 The relevant Public Sector Party agrees that (and shall procure that the Constituent Local Authorities agree that) Operator Data shall, for the purposes of the FOIA, constitute:

23.4.1 exempt information pursuant to Part 2 of the FOIA which is provided to the Welsh Government, the Lead Authority and/or Tfw in confidence and that disclosure of the Operator Data would constitute a breach of confidence actionable by the Operator; and/or

23.4.2 exempt information pursuant to Part 2 of the FOIA in that it constitutes either a trade secret of the Operator and/or information which if disclosed to the public would prejudice the commercial interests of the Operator and the Welsh Government, the Lead Authority and Tfw will therefore treat all Operator Data as exempt for the purposes of the FOIA.

23.5 In the event that notwithstanding the provisions of clause 23.4, any Public Sector Party is bound by the FOIA to disclose any Operator Data to the public, the relevant Public Sector Party shall nonetheless provide the Operator with a minimum of 48 hours written notice prior to the disclosure of any such data.

24. COMPETITION AND PROCUREMENT LAW

24.1 The Parties intend that this Agreement shall comply with competition law at the date of this Agreement.

24.2 The Parties acknowledge that the development of partnership arrangements pursuant to clause 5 of this Agreement will be subject to the application of competition law, and in particular the parties may need to apply the Part 2 Competition Test, and be satisfied (acting reasonably and by reference to the prevailing law at the time of such consideration) that any Umbrella Partnership Agreement meets the Part 2 Competition Test;

24.3 The Parties intend that:

24.3.1 this Agreement shall not breach the Public Contracts Regulations 2015, the Utilities Contracts Regulations 2016, the Concession Contracts Regulations 2016 or Regulation 1370/2007;

24.3.2 that payments in respect of, and the provision of, services by the Operator pursuant to the terms of this Agreement are consistent with the requirements of article 5 of Regulation 1370/2007.

24.4 Notwithstanding clause 24.1 to 24.3, if:

24.4.1 statements by, advice from, or decisions by competent authorities (including, but not limited to, the CMA) provides additional detail or guidance in relation to the applicability of competition law to this Agreement which may impact on the position of this Agreement or in respect of the negotiation of the Umbrella Partnership Agreement;

24.4.2 statements by, advice from, or decisions by competent authorities impact on the position of this Agreement under procurement law,

the Parties agree to:

24.4.3 meet in good faith and review the impact of such change or other developments on this Agreement; and

24.4.4 make any amendment necessary to ensure that this Agreement complies with applicable competition law or procurement law then in force in the light of such development, whilst taking account of the Parties' commercial intentions as expressed in this Agreement.

24.5 In the event that the Parties are unable to agree as to the extent and nature of such amendments within one month, any party shall be entitled to refer the decision to the Dispute process in accordance with clause 25.

25. DISPUTE RESOLUTION

25.1 Where any Dispute arises between the Parties in connection with this Agreement, the Parties shall attempt to resolve the Dispute in good faith. During the period of the Dispute, the Parties shall continue to comply with their respective obligations under this Agreement.

25.2 Where the Parties are unable to resolve the Dispute in good faith, the dispute may be escalated to the relevant Parties' senior representatives (being a senior executive of the relevant Party with sufficient authority to bind the relevant Party in any agreement reached in respect of the Dispute) in order to try and resolve the Dispute. If the Parties' senior representatives are unable to resolve the Dispute within [fifteen (15) Working Days] of referral, the Dispute shall be referred to mediation in accordance with clause 25.4, save for any Lead Authority Disputes which shall be referred to resolution pursuant to clause 25.3.

25.3 Where a Dispute is a Lead Authority Dispute then the following shall apply:

25.3.1 the Lead Authority shall notify an Alternate Lead Authority (whose identity is to be agreed between the Operator and the Lead Authority or where they cannot agree the identity of the Lead Authority as determined by TfW) in writing, asking for input. Such notice shall provide background information on the issue and reasons why the Lead Authority believes the Operator has not engaged in good faith;

25.3.2 upon receipt of such notice, the Alternate Lead Authority shall consider the information provided in the notice and shall promptly request any additional information from the Operator that may be required to consider the dispute;

25.3.3 upon receipt of such additional information from the Operator, the Alternate Lead Authority shall consider all responses within [fifteen (15) Working Days]. The Alternate Lead Authority shall notify both the Operator and the Lead Authority of its decision; and

25.3.4 in the event that the Alternate Lead Authority agrees that the Operator has not engaged in good faith, then the Lead Authority may suspend or reduce BES 2 Funding paid to the Operator in respect of the disputed service or services or seek compensation in accordance with Schedule SCHEDULE 3; ; or

- 25.3.5 in the event that the Alternate Lead Authority agrees that the Operator has engaged in good faith, the BES 2 Funding paid to the Operator shall continue.
- 25.4 If the Parties are unable to resolve a Dispute within two (2) months, the Parties shall attempt to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. Within ten (10) Working Days of service of referral to mediation, the mediator shall be nominated by CEDR. To initiate the mediation, one Party must serve notice in writing ("**ADR Notice**") to the other Party(s) requesting mediation. A copy of the ADR Notice should be sent to CEDR. Unless otherwise agreed between the Parties, the mediation shall start no later than ten (10) Working Days after the date of the ADR Notice.
- 25.5 If the Dispute is not resolved within ten (10) Working Days after service of the ADR Notice, any Party fails to participate or ceases to participate in the mediation before the expiry of that ten (10) Working Day period, or the mediation terminates before the expiry of that ten (10) Working Day period, the Dispute shall be finally resolved by the courts of England and Wales.
- 25.6 The Parties may by written agreement, agree to vary the time periods set out in this clause 25 to resolve a Dispute.
- 25.7 Any decision, judgement or settlement resulting from a Dispute determined in accordance with clause 25 shall be recorded in writing, signed by all the Parties involved, and shall be binding on the Parties. Where the Parties have submitted the Dispute to the Courts of England and Wales, the decision of the Courts of England and Wales shall be binding on the Parties.

26. CHANGE PROCEDURE

- 26.1 The Parties acknowledge and agree that from time to time during the Term, any Party may request a change to this Agreement. A Party may present its proposal for change to the other Parties who shall consider and discuss the proposal.
- 26.2 Where the Parties agree to amend the Agreement to reflect the proposal, they shall as soon as reasonably practicable (and in any event within [20] Working Days), evaluate the proposal to determine whether it remains in accordance with the Wales Transport Strategy and propose and agree the amendments required to the Agreement.
- 26.3 The Parties shall take all reasonable steps to implement those amendments to the Agreement as soon as reasonably practicable. The Parties acknowledge that any changes agreed pursuant to this clause, are not subject to the general amendment clause at clause 29.

27. LIMITATION OF LIABILITY

- 27.1 References to liability in this clause 27 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. No Party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 27.2 Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:
- 27.2.1 death or personal injury caused by negligence; or
- 27.2.2 fraud or fraudulent misrepresentation.

27.3 Subject to clause 27.1 and 27.2:

27.3.1 the Public Sector Parties' total liability under and in connection to this Agreement shall in no event exceed an amount equal to the total amounts payable to the Operator up to the date that this Agreement is terminated; and

27.3.2 the Operator's total liability under and in connection to this Agreement shall in no event exceed an amount equal to the total amounts payable to the Operator under the terms of this Agreement.

28. ASSIGNMENT

28.1 This Agreement is personal to the Parties and may not be assigned (whether absolutely or by way of security and whether in whole or in part), sub-contracted, transferred, mortgaged, charged, declared in trust for a third party, or otherwise disposed of in any manner whatsoever to any third party without the prior written consent of the other Parties and any such purported dealing in contravention of this clause shall be ineffective.

28.2 In the event that the Operator disposes of its business, the Operator shall:

28.2.1 novate its rights and obligations under this Agreement to the party to which its business is transferred (including, where agreed the rights and obligations in respect of the Umbrella Partnership Agreement or any other agreement entered into to further the intent of this Agreement); and

28.2.2 terminate its participation under this Agreement in accordance with clause 11.8.

29. AMENDMENT

29.1 This Agreement may only be amended, modified, varied or supplemented in writing signed by or on behalf of all of the Parties to this Agreement.

29.2 The Parties shall, as soon as reasonably practicable following the coming into force of any legislation, regulations or statutory instruments (or any amendments to existing legislation, regulations or statutory instruments) which impacts the terms of this Agreement, review and, if necessary, amend the terms of this Agreement to account for such changes.

30. WAIVER

The rights and remedies of the Parties shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence by any other Party or by anything whatsoever except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect any other rights or remedies of the Parties. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

31. NOTICES

31.1 Any notice (including any approval, consent or other communication) in connection with this Agreement shall be given in writing and shall either be personally left at the address of the addressee or sent by pre-paid first class post or be sent by electronic mail. The address for service of a Party shall be its address as stated in clause 31.2 or any other address or electronic mail address notified to the other Parties in accordance with this clause 31.1.

31.2 The addresses for service of notices are:

The Operator

- a) Address: [ADDRESS]
- b) For the attention of: [POSITION OF CONTACT]
- c) Email address: [EMAIL ADDRESS]

Welsh Ministers

- a) Address: [ADDRESS]
- b) For the attention of: [POSITION OF CONTACT]
- c) Email address: [EMAIL ADDRESS]

Transport for Wales

- a) Address: [ADDRESS]
- b) For the attention of: [POSITION OF CONTACT]
- c) Email address: [EMAIL ADDRESS]

Lead Authority

- a) Address: [ADDRESS]
- b) For the attention of: [POSITION OF CONTACT]
- c) Email address: [EMAIL ADDRESS]

31.3 In the absence of evidence of earlier receipt, any notice shall take effect from the time that it is deemed to be received in accordance with clause 31.4.

31.4 A notice is deemed to be received:

31.4.1 in the case of a notice personally left at the address of the addressee during normal working hours, upon delivery at that address or if not during normal working hours the next Working Day; or

31.4.2 in the case of a first class posted letter (within the United Kingdom), on the third Working Day after posting; or

31.4.3 in the case of an email, in the absence of a delivery error message, at the time of sending to the relevant addressee,

and for the purpose of deemed receipt under this clause 31.4, it shall be sufficient to prove that personal delivery was made or that the envelope containing the posted notice was properly addressed or the email contained the correct email address.

32. SEVERABILITY

If any term of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Agreement and this will not affect the remainder of this Agreement which will continue in full force and effect.

33. THIRD PARTY RIGHTS

33.1 Save as otherwise expressly provided for in this Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

33.2 Where a Lead Authority and/or Constituent Local Authority is stated as having a right pursuant to this Agreement the Lead Authority and/or Constituent Local Authority shall be entitled to exercise that right pursuant to the terms of this Agreement, notwithstanding that it is a third party.

33.3 The rights of the Parties to terminate, rescind or agree any variation to this Agreement are not subject to the consent of any other person.

34. ENTIRE AGREEMENT

34.1 Subject to clause 34.2, with the Previous BES Funding Arrangements, this Agreement constitutes the entire agreement between the Parties and supersedes any prior agreement or arrangement in respect of its subject matter and:

34.1.1 no Party has entered into this Agreement in reliance upon, and will have no remedy in respect of, any misrepresentation, representation or statement (whether made by any other Party or any other person and whether made to the first Party or any other person) which is not expressly set out in this Agreement; and

34.1.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into this Agreement and which is expressly set out in this Agreement will be for breach of contract.

34.2 Nothing in this clause 34 shall be taken to affect the terms of any Existing Supported Services Contract or New Supported Services Contract between any of the parties to this Agreement, including any amendments to such contracts effected by the terms of this Agreement.

34.3 For the avoidance of doubt, nothing in this clause 34 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

35. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by the Parties as separate counterparts but will not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same Agreement.

36. GOVERNING LAW AND JURISDICTION

- 36.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Welsh law.
- 36.2 Subject to the Dispute Resolution Procedure, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement including (without limitation) in relation to any non-contractual obligations.

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

Signed for and on behalf of **WELSH
MINISTERS** by:

)
)

Signature

Name (block capitals)

**Director/authorised
signatory**

Signed for and on behalf of **TRANSPORT
FOR WALES** by:

)
)

Signature

Name (block capitals)

**Director/authorised
signatory**

Signed for and on behalf of **[LEAD
AUTHORITY]** by:

)
)

Signature

Name (block capitals)

**Director/authorised
signatory**

Signed for and on behalf of **[OPERATOR]**
by:

)
)

Signature

Name (block capitals)

**Director/authorised
signatory**

SCHEDULE 1: WELSH GOVERNMENT REQUIREMENTS

The Parties acknowledge and agree that in consideration of the Welsh Government providing the BES 2 Funding and other payments pursuant to this Agreement, the Operator shall comply with the following obligations. Failure to comply with these obligations will constitute a material breach under the terms of this Agreement:

1. Safety of passengers and staff is paramount

1.1 In providing Local Services the Operator shall comply with the Welsh Government's "Restarting public transport: guidance for operators" (<https://gov.wales/restarting-public-transport-guidance-operators-html>) and any updated guidance provided in response to emerging requirements to respond to the public health impact of the COVID 19 pandemic.

2. Reforming Service Delivery

2.1 The Operator shall support the introduction of new and emerging institutional arrangements between the Public Sector Parties that Welsh Government believe are reasonably required to more effectively support the management of bus services in Wales in the future.

2.2 The Operator shall, in good faith, engage with TfW, Welsh Government and the Lead Authorities on behalf of their Constituent Local Authorities to reform funding and reimbursement mechanisms such as BSSG and the Concessionary Travel Scheme to improve the quality and viability of the local services available to passengers in Wales.

2.3 The Operator shall work with TfW and Welsh Government and other operators to develop a vehicle replacement strategy which will help to inform Welsh Government's plans for a sustainable public transport fleet. Subject to the availability of funding and compliance with state aid rules, Welsh Government may fund measures to bring the national fleet up to the required minimum standard.

2.4 Welsh Government is in the process of updating the requirements for the Economic Contract Plan with which all bus operators in receipt of Government funding will be required to sign up to. Once the updated guidance has been published, the Operator shall produce an Economic Contract for approval by TfW, acting reasonably and on behalf of Welsh Government, within (6) six months of publication of the guidance.

2.5 Following the issue of the updated requirements for the Economic Contract Plan, pursuant to paragraph 2.4, TfW shall set out a timetable and process for the development, review, approval and monitoring of the Operator's Economic Contract.

2.6 The Parties acknowledge that, at the time of signing this Agreement, the Operator will not have had sight of the requirements for the Economic Contract Plan. TfW and Welsh Government shall work with the Operator and representatives of the bus industry to reach agreement on affordable and sustainable options for implementing such requirements.

2.7 In advance of the development of the new requirements for the Economic Contract Plan, the Operator shall commit to complying with the principles of the current Economic Contract ([found here](#)), specifically with respect to:

2.7.1 growth potential;

2.7.2 fair work;

- 2.7.3 promotion of health, including a special emphasis on mental health, skills and learning in the workplace; and
- 2.7.4 progress in reducing carbon footprint.
- 2.8 The Operator acknowledges that Welsh Government intends that the Operator's Economic Contract and delivery against the same may form a key part of:
 - 2.8.1 the evidence for the scoring of future competitions for grant funding or other contracts which make use of Welsh Government funding; and
 - 2.8.2 the conditions for other statutory and non-statutory schemes relating to the funding of the bus industry in Wales which Welsh Government may introduce in the future.

3. Improving the Passenger Experience

The Operator shall use reasonable endeavours to work with the Lead Authority, the Constituent Local Authorities and TfW to increase patronage and social inclusion on bus services and the wider public transport network in Wales.

3.1 Routes

- 3.1.1 To the extent that reinstatement of the pre-COVID 19 network meets the Priorities and can be provided within the funding available, the Operator shall, by agreement with the Lead Authority, progressively re-instate the network of services that the Operator provided prior to the impact of COVID 19.
- 3.1.2 The Lead Authority shall work with the Operator and the Constituent Local Authorities to determine what changes may be required to the network of services provided by the Operator in response to changing passenger demand and patterns of travel and shall authorise such changes, including the use of alternative delivery modes, in line with the Reference Network. Such changes may include adjustments to the Operator's timetables and routes, where these are necessary to integrate the Operator's services, other bus services and modes of transport to provide passengers with improved journey times and a better experience of public transport.
- 3.1.3 During the term of this Agreement, and reflecting the material funding being provided by Welsh Government to support continued provision of Local Services by the Operator, the Operator shall seek permission from the Lead Authority prior to registering any new service. Such permission shall not be unreasonably withheld where the Operator demonstrates compatibility of such service with the Reference Network or justifies the change to the Reference Network based on passenger need and positive impact on value for money for the Lead Authority.

3.2 Fares and Ticketing

- 3.2.1 The Operator shall demonstrate that it has sought to improve value for money for passengers by confirming that it has considered options for capping and rationalising fares. No increase in fares will be allowed during the Term of this Agreement unless it is part of a proposal, approved by the Lead Authority, to improve overall value for money for passengers.

3.2.2 The Parties shall work together to develop and implement ticketing schemes for the benefit of passengers and the Operator, whether proposed on a statutory or non-statutory basis subject to compliance with competition law.

4. **Negative Conditions**

For the Term of this Agreement the Operator shall not:

- 4.1 act in a way which is primarily intended or expected to make cost effective delivery of the Reference Network more difficult;
- 4.2 carry out their business in a manner which can be shown to, overall, have the intent or expectation of reducing passenger benefits from the bus network in Wales; and
- 4.3 register Local Services which have the primary effect of undermining the value for money of the Subsidised Network (provided that nothing in this paragraph 4 shall prohibit the Operator from replacing an Existing Supported Service or New Supported Service with a Commercial Service which provides the same or better service across all hours of operation of the Supported Service.

5. **Exit from BES 2**

Where clause 10.2 applies, the Operator acknowledges that it is a condition of the payments made under this Agreement that the Operator will work with the Lead Authority, TfW and other operators to develop a set of partnership obligations which will preserve and improve the benefits to passengers embodied in the Welsh Government requirements set out in this Schedule, recognising the fact that such obligations must be compliant with competition law.

SCHEDULE 2: PARTNERSHIP THEMES

The Parties acknowledge the following matters shall be taken into consideration when agreeing the Umbrella Partnership Agreement and may either be included within the terms of that agreement or may be included as provisions to consider in the implementation of VPAs or other partnership arrangements at a local level.

The Parties shall use the draft form of VPA appended to this Schedule at Section Section 1: as a template when producing the Umbrella Partnership Agreement.

In developing the Umbrella Partnership Agreement, the Parties agree to build on the Welsh Government requirements as set out in Schedule SCHEDULE 1: and to agree a shared, enforceable set of partnership obligations to govern the partnership. Examples of such obligations include the Operators working with TfW and the Lead Authority to develop and, where agreed, implement proposals to:

1. register routes and timetables that support the journey times and interchange opportunities identified in the Reference Network;
2. consolidate core routes, including determining how passengers can benefit from services on core routes irrespective of bus operator, to the extent enabled by competition law;
3. de-duplicate and harmonise route numbering;
4. identify unserved markets and routes that could serve those markets;
5. develop and implement a code of practice on employment terms and driver standards to offer a safe and high quality service to passengers;
6. facilitate the introduction of demand responsive or other approaches to service delivery, e.g. by deregistering the existing Local Services, where it is identified that routes may be more effectively served by other means;
7. align new routes within the Reference Network where appropriate whilst allowing the Operator innovation in respect of new routes and bus services;
8. improve value and/or convenience for passengers. This shall, to the extent enabled by competition law, include working with TfW and the Constituent Local Authorities on the introduction of ticketing schemes (whether statutory or voluntary) which may:
 - 8.1 introduce pay as you go capping;
 - 8.2 rationalise fares; and/or
 - 8.3 introduce day and/or weekly tickets,
9. establish multi-operator ticketing schemes;
10. provide information to support passengers, including the prompt communication of changes to bus timetables through Traveline Cymru, Lead Authority, Constituent Local Authorities and TfW; and
11. invest in bus services alongside the Welsh Government's and Constituent Local Authorities' investment in infrastructure with the aim of improving customer experience.

Section 1: FORM OF UMBRELLA PARTNERSHIP AGREEMENT

SCHEDULE 3: COMPENSATION, PAYMENT AND RECONCILIATION

Part 1: General and information provision

The Operator shall provide such information to TFW and the Lead Authority as they may reasonably require in order to calculate support payments, reconciliation payments and compensation to be paid pursuant to this Schedule SCHEDULE 3: .

Part 2: Payment

1. The Service Payment (SP) shall be calculated as follows:

$$SP = PC + AM - PR + RP - CP$$

Where:

- 1.1 Service Payment (SP): shall be calculated monthly and in accordance with the following:
 - 1.1.1 the first Service Payment under this Agreement, shall be calculated for a part month to take account of the Effective Date and on the same basis as the monthly payment for BES 1.5. Any adjustments to allow for actual costs, margin and revenue during this first period shall be taken into account as part of the reconciliation process set out in Part Part 3: of this Schedule;
 - 1.1.2 the Lead Authority shall on a monthly basis by no later than the [15]th day of each month, notify the Operator of the proposed Service Payment providing reasonable detail as to how it has been calculated in accordance with this Schedule;
 - 1.1.3 the Service Payment shall be paid by the Lead Authority within [] days of the Operator issuing an invoice following receipt of the notice in paragraph 1.1.2 in respect of a month, in respect of provision of services for that month; and
 - 1.1.4 where this Agreement terminates or expires, other than at the end of a month, the Lead Authority shall, acting reasonably, determine the date and calculation of payment to ensure that the Operator is paid for provision of Services throughout the term of this Agreement.
- 1.2 Period Costs (PC): shall be such value as the Lead Authority may calculate in accordance with paragraph 1 of Section Section 1: , noting that Inadmissible Costs, as set out in Section Section 2: to this Schedule, shall not be included in the calculation of PC;
- 1.3 Assumed Margin (AM): shall be the assumed margin payable to the Operator for provision of the Services and shall be a percentage applied to these elements of the Period Costs (PC) for the relevant period i.e. direct costs, variable costs and overhead costs. The AM shall be initially set at 2% of the value of the Periodic Cost. The Parties agree that during the Term, this assumed margin set at 2% shall be subject to ongoing review by Transport for Wales and Welsh Government to ensure that it remains an appropriate percentage to pay Operators as a margin in addition to their costs in accordance with Schedule SCHEDULE 5: ;
- 1.4 Periodic Revenue (PR): shall be all revenue received by the Operator in respect of the relevant period as the Lead Authority may calculate in accordance with paragraph 1 of Section Section 1: ;

- 1.5 RP: is any reconciliation payment in accordance with Part Part 3: , and shall be a positive figure where the Reconciliation Payment is to be made to the Operator and a negative figure where a Reconciliation Payment is to be made to the Lead Authority; and
- 1.6 CP: is any compensation payment payable pursuant to Part Part 4: .
2. Where:
- 2.1 SP is a positive figure then this amount shall be paid by the Lead Authority to the Operator, provided that the value of SP shall always be capped at a maximum at the level calculated in accordance with Section Section 1: (which may vary each month in line with the calculation); and
- 2.2 SP is a negative figure then this amount shall be paid to the Lead Authority by the Operator, in each case in accordance with clause 9 and this Schedule.
3. The Operator shall participate in an open book reconciliation process with TfW and the Lead Authority in accordance with Part Part 3: to allow assessment of costs to ensure that the Operator has not been overcompensated and that payments reflect the reasonable cost of providing the Services with no more than a reasonable profit earned. Where the reconciliation process determines that the Operator has been over-compensated in any month, the value of the Monthly Costs payable in following months shall be adjusted, at the discretion of the Lead Authority (acting reasonably), such that, the Monthly Service Payment made by the Lead Authority reflects the Lead Authority's expectation of the Operator's costs in future months.
4. The Operator acknowledges and agrees that where it fail to provide information in accordance with Section Section 1: of Schedule SCHEDULE 3: , this may result in a reduction in the Service Payment to:
- 4.1 50% in the following month; and
- 4.2 no payment in the month following the 50% reduction (provided that where the operator provides such information the balance of such payment shall be made as part of the next Service Payment).

Part 3: Reconciliation

1. The Operator shall participate in an open book reconciliation exercise with TfW and the Lead Authority to enable them to assess compliance by the Operator with the terms of this Agreement and ensure that the Operator has not been over-compensated or under-compensated for provision of services pursuant to the terms of this Agreement. The Operator acknowledges that the support provided to the Operator pursuant to the terms of this Agreement cannot lead to:
- 1.1 over-compensation of the Operator, and where it is determined that the Operator has been over-compensated for provision of any Local Service that the Lead Authority shall be entitled, on behalf of Welsh Government, to recover the amount of any over-compensation, in accordance with this Part Part 3: of Schedule SCHEDULE 3: ; or
- 1.2 under-compensation of the Operator, and where it is determined that the Operator has been under-compensated for provision of any Local Service as a result of events which were outside the reasonable control of the Operator (including the impact of exceptional weather related events and material unforeseen variations in passenger revenues), and in such circumstances the Lead Authority shall be entitled, on behalf of Welsh Government, to add the amount of any

under-compensation to the next Service Payment provided in aggregate provided that the total Service Payments made to the Operator, including any such payments, shall not exceed the maximum levels calculated in accordance with Section Section 1: .

2. The reconciliation process shall be carried out in accordance with paragraph 2 of Section Section 1: to this Schedule SCHEDULE 3: .
3. TfW may determine materiality thresholds for the carrying out of the reconciliation process, and determine that it would be disproportionate to carry out a reconciliation process in respect of the Operator. Such decision shall be solely at TfW's discretion, and where TfW makes any such decision, the Operator acknowledges that this shall be without prejudice to any future requirement to examine payments made to the Operator, including where this is required for the purposes of state aid, procurement or competition assessment. It is acknowledged that TfW may determine materiality thresholds by reference to level of payments made to the Operator, or such other criteria as TfW may determine are appropriate.
4. The Operator shall provide any information reasonably required by TfW or the Lead Authority on an open book basis, including, but not limited to, information specified in Part Part 1: to Schedule SCHEDULE 4: .
5. Information provided for this purpose may be shared with contractors that are engaged by TfW to undertake any reconciliation exercise or other analysis of the BES 2 Funding.

Part 4: Compensation

1. Where pursuant to the terms of this Agreement, the Lead Authority or Welsh Government are entitled to be paid compensation by the Operator for breach of the terms of this Agreement, the provisions of this Part Part 4: shall apply, including:
 - 1.1 where the Operator is in material breach of this Agreement;
 - 1.2 where the Operator fails to agree the terms of the Umbrella Partnership Agreement, in accordance with clause 5.1;
 - 1.3 where the Operator fails to comply with the Welsh Government’s “Restarting public transport: guidance for operators” in accordance with paragraph 1.1 of Schedule SCHEDULE 1: ;
 - 1.4 where the Operator fails to comply with the Reference Network and associated Service Standards in accordance with clause 8; and
 - 1.5 where the Operators fails to provide data in accordance with clause 7,

and the Lead Authority shall allocate service failure points (“SFP”) in respect of each such breach on the following basis:

Trigger	Service Failure Points
Operator fails to agree the terms of the Umbrella Partnership Agreement, in accordance with clause 5.1.	1 SFP for each day following the date on which the Umbrella Partnership Agreement remains unagreed in accordance with clause 5.1.
Operator fails to comply with the Welsh Government’s “Restarting public transport: guidance for operators” in accordance with paragraph 1.1 of Schedule SCHEDULE 1: .	20
Operator fails to comply with the Reference Network and associated Service Standards in accordance with clause 8.	30
Operators fails to provide data in accordance with clause 7	20
Total:	100

Compensation Payments shall be calculated on the following basis:

$$CP = AM \times \frac{SFP}{MSFP} \quad \text{Where:}$$

- 1.5.1 AM means the Assumed Margin for the relevant period as calculated in Part 2 above.
- 1.5.2 SFP means the total number of Service Failure Points allocated in respect of the relevant period.

- 1.5.3 MSFP means the maximum number of Service Failure Points which may be allocated in respect of the relevant period, which shall be 100.
- 1.6 Where SFP's have been allocated for the same trigger in three (3) consecutive months or more, the Lead Authority or Welsh Government shall be entitled to terminate this Agreement in accordance with clause 11.2.

Section 1: INFORMATION TO BE PROVIDED BY THE OPERATOR

Definitions

“Good and Efficient Operator” means in the context of all other relevant provisions of this Agreement a notional bus operator, having the same commercial, regulatory and operational arrangements as the Operator and being subject to the same operational circumstances (which, for the avoidance of doubt, shall recognise the extraordinary impact of COVID-19, the existence of this Agreement and the requirement for operators to act in the national interest in response to COVID-19) as other bus operators, which complies with its legal obligations, including pursuant to this Agreement and in a timely, efficient and economical manner and with the degree of skill, diligence, prudence and foresight which can be expected from a skilled and experienced bus operator so that in this context costs and revenues are optimised in combination to the greatest extent reasonably practicable;

“Forecast Template” means the Excel spreadsheet issued by TfW, as updated from time to time, to capture forecast revenue and costs for the purpose of calculating the Service Payment;

“Inadmissible Costs” means those costs which are listed in Section Section 2: to Schedule SCHEDULE 3: ;

“Management Accounts” means the periodic management accounts which cover the relevant Quarter;

“Month” means a calendar month;

“Operator Specific Reporting Period” means a four-weekly, five weekly, monthly or similar cycle on which the Operator posts its accounts;

“Quarter” means a period of 3 months (April to June, July to September, October to December and January to March), or such other 3 month period as TfW may reasonably specify;

“Reconciliation Period” means the closest multiple of the Operator Specific Reporting Period to the Quarter, to be agreed with the Operator; and

“Reconciliation Template” means the Excel spreadsheet issued by TfW, as updated from time to time, to capture the actual revenue and income generated and costs incurred by the Operator for the relevant Quarter.

1. Information to be provided Monthly

1.1 In order for PC and PR to be calculated in accordance with paragraph 1 of Schedule SCHEDULE 3: , for each Month, the Operator shall complete the Forecast Template which provides high level details on the forecast revenue and costs for that Month;

1.2 TfW will provide the Forecast Template for the Operator to complete and return to TfW within [14 days] of the Operator issuing an invoicing following receipt of the notice from the Lead Authority notifying the Operator in reasonable detail of the proposed Service Payment or on such other date as may be agreed with TfW.

1.3 The Operator shall be required to populate the following items in the Forecast Template in respect of all Local Services that they provide, including Commercial Services, Existing Supported Services, Former Commercial Services and New Supported Services:

1.3.1 Forecast farebox revenue: based on the current month’s predicted outturn plus adjustment for seasonal factors, including, but not limited to Christmas, Easter and school holidays;

1.3.2 Forecast funding: This shall reflect all funding received by the Operator, including but not limited to BSSG, Mandatory Concessionary Fare reimbursement, Young

Persons Travel payments, CJRS, Job Retention Bonus and Job Support Scheme (as amended or replaced from time to time);

- 1.3.3 Other income: This shall reflect all other income received by the Operator arising from the provision of Local Services, including but not limited to income received from advertising, maintenance and sales; and
- 1.3.4 Forecast Cost: These shall be broken down by headings, e.g. Staff Costs, Fuel/Maintenance Costs, Overhead Costs, Interest, Depreciation etc.
- 1.4 The Forecast Template will use the information provided in line with paragraph 1.3 to calculate the value of Assumed Margin in accordance with the principles set out in paragraph 2 of Schedule SCHEDULE 3: .

2. Information to be provided for each Reconciliation Period

- 2.1 In order for RP to be calculated in accordance with paragraph 1 of Schedule SCHEDULE 3: , at the end of each Reconciliation Period the Operator shall complete the Reconciliation Template which provides details on the actual revenue and income generated and costs incurred in the relevant Reconciliation Period.
- 2.2 TfW will provide the Reconciliation Template for the Operator to complete and return to TfW within fifteen (15) Working Days of the end of the relevant Reconciliation Period.
- 2.3 The Operator shall be required to populate the Reconciliation Template, which TfW may reasonably update from time to time, in respect of all Local Services that they provide, including Commercial Services, Existing Supported Services, Former Commercial Services and New Supported Services. Such information to be provided for each Month in the Reconciliation Period in question plus the figures for the same three (3) Months in the prior year (only required for submissions up to the date when the Operator has provided a full prior years' data to TfW, being data up to [31 March 2021] for most operators).
- 2.4 In the event where any of the Operator's Local Services operate across the Welsh border, the Operator shall assist with any further examination and analysis of the information provided in paragraph 2.3 above to ensure that the BES 2 Funding it receives, does not relate to the section of such Local Service which is outside of Wales.
- 2.5 Once the Operator has submitted the Reconciliation Template, this shall be evaluated by TfW to ascertain whether a Reconciliation Payment adjustment will be made to the next Service Payment following the completion of the reconciliation process in this Schedule SCHEDULE 3: .
- 2.6 In determining the level of Reconciliation Payment, TfW may request further information or evidence from the Operator as it reasonably requires, such as, but not limited to Management Accounts or receipts relating to certain transactions.
- 2.7 TfW shall use the Reconciliation Template and additional information to check whether any costs included in the template are Inadmissible Costs and may amend the Reconciliation Template to adjust the Reconciliation Payment accordingly where any costs are Inadmissible Costs.
- 2.8 Where Inadmissible Costs are identified and the Period Costs (as defined in Part Part 2: of this Schedule) are re-calculated, the reconciliation exercise shall include consequential adjustments and reconciliation of the Assumed Margin to reflect the change in Period Costs.

Section 2: INADMISSABLE COSTS

The following costs shall be Inadmissible Costs for the purposes of this Agreement:

1. The Operator agrees and acknowledges that: (i) only reasonable costs incurred and evidenced as ongoing and repeat transactions shall be taken into account; and (ii) it shall operate efficiently during the Term.
2. The Operator shall seek approval from the Lead Authority prior to incurring any material costs which are not ongoing and repeat transactions and agree the basis upon which such transactions will be considered for the purposes of this Schedule SCHEDULE 3: . Material costs may include investment in vehicles, information technology, costs of depot purchase or refurbishment or major items of plant and equipment. The Lead Authority shall take the following considerations into account when determining the eligibility for BES 2 Funding such costs:
 - 2.1 evidence from the Operator to confirm that such expenditure was in their business plans and/or is required in the current COVID affected circumstances and cannot be deferred until patronage and farebox return to pre-COVID levels;
 - 2.2 confirmation from the Operator that they have explored all other routes for grants and funding such expenditure;
 - 2.3 a forecast of the net impact of the additional expense on their claims under this Agreement; and
 - 2.4 confirmation from the Operator that they will be able to sustain any ongoing payments for this following the cessation of the BES 2 Funding.
3. For the avoidance of doubt, the reconciliation process will not take into account any capital expenditure, exceptional (non-operating) payments or dividend payments in determining whether the Operator has generated a profit before tax, or a loss at the end of each Reconciliation Period. The Lead Authority shall determine whether any capital expenditure will be reimbursed in accordance with paragraph 2 above and will be paid in addition to the Service Payment as calculated pursuant to paragraph 1.1, of Part Part 2: of Schedule SCHEDULE 3: .
4. Any costs that were incurred otherwise than in accordance with those expected to be incurred by a Good and Efficient Operator including but not limited to:
 - 4.1 staff, director or officer costs in excess of that set out in the Forecast Template (except where evidenced by the Operator as appropriate to the satisfaction of the Lead Authority);
 - 4.2 costs that do not reflect the contracted position under Existing Supported Services Contracts unless such change has been agreed by the Lead Authority;
 - 4.3 new contracts entered in to by the Operator which have not been procured in compliance with the Operator's usual procurement procedures; and
 - 4.4 variations to existing contracts which have not been made in accordance with the Operator's usual procurement procedures or practice.

5. Any bonuses, rewards or discretionary benefits paid to any staff, directors or officers under any schemes which have not previously been approved by the TfW (in their absolute discretion) in writing.
6. Any expenses, disbursements or equivalent costs (to which the Operator's expenses policy would apply) which are incurred other than in compliance with the Operator's expenses policy.
7. Any cost that the Operator may incur as a result of it failing to comply with any applicable laws, to the extent this gives rise to a criminal liability.
8. Any payments, costs or other liabilities owed to affiliates save in respect of such payments costs or other liabilities which have been incurred by the Operator acting as a Good and Efficient Operator.
9. Costs of developing and protecting any Intellectual Property Rights which are not owned by the Operator or are so owned, but where the costs are not ancillary to an activity included in the Forecast Template.
10. Marketing or advertising costs incurred substantially to the benefit of wider group products or group brand recognition and which are not primarily for the benefit of bus services.
11. Fines from government or regulatory bodies.
12. Any costs (including any legal costs and expenses) incurred by the Operator in pursuing any claim against or defending any claim from TfW or Welsh Government in respect of or in connection with the grant offer letter or otherwise.
13. Any costs incurred in relation to the period prior to the BES Funding Period which a Good and Efficient Operator would usually have discharged in the period prior to the BES Funding Period.
14. Any costs incurred in relation to the period prior to the expiry of the term of the BES Funding Period which a Good and Efficient Operator would usually have discharged in the period following the expiry of the BES Funding Period.
15. Interest paid on payable on any loan from any lender was taken out after 16 March 2020, noting that the cash from such loan will not be taken into account as income in the reconciliation process.
16. Except with the prior agreement of the Lead Authority or TfW (not to be unreasonably withheld), any costs, charges, penalties, compensation or similar payments that the Operator may incur as a result of the termination of any contract or other arrangement.
17. Except with the prior agreement of the Lead Authority or TfW, losses on disposals of fixed or non-current assets.
18. Maintenance costs where the maintenance activity was previously scheduled to be undertaken prior to or after the term of the BES Funding Period or where (and to the extent that) it would have been reasonable and/or prudent for the maintenance to have been carried out prior to or after the [BES Funding Period].
19. Depreciation or Capital Expenditure to the extent that the capital cost of acquisition of the relevant assets was to be funded by third party.

20. Costs of complying with any audit by TfW or its agents pursuant to any grant offer letter or this Agreement.
21. Reasonable costs for external assistance to complete this proforma up to £1,500 are not Inadmissible Costs. Any amount in excess of £1,500 plus legal, accountancy and other costs and expenses incurred in connection with the preparation and implementation of this Agreement are Inadmissible Costs.
22. Legal, accountancy and other costs and expenses incurred in connection with any future arrangements between the Lead Authority or TfW and the Operator following the [BES Funding Period].
23. Travel costs (including flight travel) of the Operator primarily relating to the business of their group, noting that TfW would expect the group to cover the cost of any such travel.
24. Any costs which relate to that part of a Local Service which operates outside of Wales which shall be calculated on a pro rata basis to the length of the Local Service or as otherwise more accurately evidenced by the Operator.

SCHEDULE 4: DATA REQUIREMENTS

Part 1: Financial Data Requirements

The Operator shall provide the following data in accordance with templates provided by TfW and updated from time to time, in respect of Commercial Services, Former Commercial Services and Local Services provided pursuant to Existing Supported Services Contracts and New Supported Services Contracts:

1. Operational costs and revenue from the period covered by BES (including this Agreement and BES 1.5), the Bus Hardship Fund and the 20 March Letter scheme as well as costs and revenues covering a similar period prior to the commencement of the BES, the Bus Hardship Fund and the 20 March Letter schemes. Where intra-group costs are shown, you must be able to show evidence that these are properly incurred costs of providing the services. These figures shall be disaggregated to show major cost and revenue sources, and shall include any payments received from local authorities and central Government such as:
 - 1.1 payments made under the Coronavirus Jobs Retention Scheme, Job Retention Bonus, Job Support Scheme and any replacement schemes;
 - 1.2 payments (and any reconciliation payments) made under BES including Service Payments received;
 - 1.3 payments pursuant to the terms of any Existing Supported Services Contract or New Supported Services Contract;
 - 1.4 payments under existing bus support arrangements including BSSG, Mandatory Concessionary Fare reimbursement and Young Persons travel payments and shall include any costs associated with the operation of such Local Services, including:
 - 1.4.1 direct costs, such as the costs of drivers, parts and fuel (fuel costs shall include the amounts payable or receivable on fuel related financial derivatives in respect of the relevant period, but exclude any "mark to market" gains or losses on financial derivatives);
 - 1.4.2 semi-direct costs, including but not limited to: the costs of engineering, maintenance, traffic pay, vehicle related costs and marketing;
 - 1.4.3 costs of additional holidays accrued by employees in the relevant claim period;
 - 1.4.4 overhead costs, including but not limited to: the costs of administration, pensions, fixed operating costs, insurance and claims;
 - 1.4.5 pensions expenses, including budgeted pension deficit repair costs, on the basis of the ongoing contributions payable for the relevant period, without adjustment to comply with accounting standards;
 - 1.4.6 operating lease costs on the basis of the lease rentals payable during the Term;
 - 1.4.7 depreciation and amortisation of property, plant, equipment, software and other applicable assets on a basis consistent with the Term; and
 - 1.4.8 reasonable PPE and safe operating costs.

2. Revenue sources to also include farebox revenue generated and all other income received by the Operator, including but not limited to income received from advertising, maintenance and sales in relation to Local Services.
3. Commercial service kilometres covered by the operator's services per 4-week period during the period covered by BES (including this Agreement and BES 1.5), the Bus Hardship Fund and the 20 March Letter Scheme and that for a similar period prior to the commencement of the BES, the Bus Hardship Fund and the 20 March Letter Scheme.
4. Commercial services run and patronage data per 4 week period for the period covered by BES (including this Agreement and BES 1.5), the Bus Hardship Fund and the 20 March Letter Scheme and that for a similar period prior to the commencement of the BES, the Bus Hardship Fund and the 20 March Letter Scheme.
5. Evidence of the process that the Operator has undertaken with Constituent Local Authorities to agree services, including pursuant to the terms of this Agreement and that service changes have been properly communicated to the general public.
6. Evidence of the Operator's cost implications of removing staff from the furlough system early, reasonable costs to bring vehicles back into service, cost of screens around the driver's cab on buses, on bus capacity signage.
7. The same information as above for the equivalent period in the previous financial year.
8. Additional information (e.g. management accounts) to corroborate any submissions.

Part 2: Operational Data Requirements

Where the data is available to the Operator or from its Electronic Ticket Machines, the following data shall be provided by it to support the prioritisation, co-ordination and design of services and to support the provision of information to passengers. The data may be provided direct from the Operator's Electronic Ticket Machine supplier with its permission, not to be unreasonably withheld, or direct from the Operator. The data shall be provided to TfW (or its nominated agent which may be Traveline Cymru or a local authority):

Data	Format	Source	Scope
Timetable	TransXchange 2.4 to include all stop level detail and full geographic routing information	Scheduling software or entry into an online portal for conversion to TransXchange 2.4	Current timetable and any updates
Patronage Data	Report from ETMs	Direct from ETM/Operator	Historic and current to support prioritisation of routes
Passenger Counting/Capacity	SIRI VM feed as amended to include occupancy and bus capacity information or report from ETMs	Direct from ETM/Operator	Historic and current to support passenger information and prioritisation of routes

Origin and Destination Data	Report from ETMs	Direct from ETM/Operator	Historic and current to support prioritisation and design of routes
Fares	Spreadsheet Files for Adult and child fares, zone or rider tickets, m-tickets and multi operator tickets. Move to NeTEx format from January 2021	Direct from ETM/Operator	Historic and current to support passenger information and development of quality partnership schemes and ticketing schemes
Real Time Information	SIRI SM (where currently available)	Direct from ETM/Operator	Every 5-30 seconds
	SIRI VM	Direct from ETM/Operator	Every 5-30 seconds
	<p>TransXchange 2.1 (as a minimum standard) to include Service number, journey code and crew/duty number information for each track/leg for each service</p> <p>Note that this will move to TransXChange 2.4 once the Department for Transport profile is finalised and adopted</p>	Scheduling software or entry into an online portal for conversion to TransXchange 2.4	5 days advance notice where systems permit

Part 3: Permitted Use

1. Permitted Uses of the Operator Data shall be the following purposes:
 - 1.1 calculation of payments to be made in accordance with Part Part 2: of Schedule SCHEDULE 3: ;
 - 1.2 periodic reconciliation in accordance with Part Part 3: of Schedule SCHEDULE 3: ;
 - 1.3 calculation of any additional payments to be made in respect of provision of any additional services to be provided pursuant to clauses 12 (Existing Supported Services: Gross Cost), 13 (Existing Supported Services: Net Cost) or 15 (Supported Services Contracts for Former Commercial Services).
 - 1.4 to support the calculation and payment of BSSG, Mandatory Concessionary Fare Reimbursement or My Travel Pass reimbursement;
 - 1.5 identification of any anomalous Operator costs and for the purposes of any audit of operator data or otherwise pursuant to clauses 7.7 to 7.10 of this Agreement;
 - 1.6 the assessment the viability of routes to support return to commerciality and determine the scope of the Subsidised Network in accordance with clause 8;
 - 1.7 to allow review of the BES 2 Funding mechanism specified in this Agreement by Welsh Government and Transport for Wales, including, but not limited to, pursuant to Schedule SCHEDULE 5: ;
 - 1.8 to inform the reform of funding and reimbursement mechanisms (including BSSG and Mandatory Concessionary Fares) by Welsh Government and Transport for Wales including assessing the impact (or potential impact) of such funding mechanisms (and changes to such funding mechanisms) on the operators of local services in the Welsh bus market;
 - 1.9 to support the management of contracts (including Existing Supported Service Contracts as varied in accordance with the terms of this Agreement) that are being managed under this Agreement including in respect of the delivery of local services in accordance with the Service Specification or to the Service Standards;
 - 1.10 development of the Umbrella Partnership Agreement, and any VPA, QPS or ticketing scheme made pursuant to the terms of such Umbrella Partnership Agreement;
 - 1.11 development of the Reference Network in accordance with clause 8;
 - 1.12 provide of public information about the Operator's Local Services and other Local Services operated in Wales;
 - 1.13 provision of a support service to the Traffic Commissioner, including a registration service (subject always to clause 7.5.1);
 - 1.14 inform investment decisions by Welsh Government, TfW and Local Authorities (including the Lead Authority); and
 - 1.15 inform the broader Welsh Government response to the COVID-19 outbreak.

Part 4: Public Sector Data Access and Confidentiality

Note: a table is to be developed on the following basis specifying for each data element that is provided pursuant to this Schedule SCHEDULE 4: which Public Sector Party shall have access to that data and any specific restrictions on use.

[Note: access restrictions, if any, to be discussed with operators and local authorities.]

Data provided	Public Sector Party access to the Data for Permitted Uses				Confidential or Commercially Sensitive for the purposes of Clauses 2123
	Welsh Government	TfW	Lead Authority	Local Authority	
[Note: to be completed with reference to each Operator Data element]	[Note, for each party state: <ul style="list-style-type: none"> • No access • Full access • Any access restrictions] 				[Note: For each data to be identified where Confidential or Commercially Sensitive and for what timescale]
Schedule 3 Part 2 Payment					Yes
Schedule 3 Part 3 Reconciliation					Yes
Schedule 3 Part 4 Compensation					Yes
Schedule 3 Part 4 Section 1 Information to be Provided by the Operator					Yes
Schedule 4 Part 1 Financial Data Requirements					Yes
Schedule 4 Part 1 Operational Data Requirements					
See individual items listed below					

Timetable					No
Patronage Data					[Yes]
Passenger counting/capacity					[Yes]
Origin and destination data					No
Fares					No
SIRI SM					No
SIRI VM					No
TXC supplementary data					No

SCHEDULE 5: FUNDING REVIEW

1. Funding Review

- 1.1 Welsh Government shall review the implementation of BES Funding on a periodic basis (“**Funding Review**”), at frequencies to be determined by Welsh Ministers at their sole discretion.
- 1.2 It is acknowledged that BES Funding has been provided on a discretionary basis by Welsh Government and that Welsh Government shall therefore be entitled to apply its own criteria to determine whether to continue the provision of BES 2 Funding, but such criteria may include:
 - 1.2.1 Performance of the Bus Emergency Scheme (including this Agreement) against the available Funding in meeting the Priorities; and
 - 1.2.2 The levels of Funding available.
- 1.3 The outcome of any Funding Review may include, but not be limited to, the following:
 - 1.3.1 continuation of the BES 2 Funding on its existing terms;
 - 1.3.2 changes to the BES 2 Funding terms, in which case the Agreement shall be varied in accordance with clause 29 to reflect the requirements of such change.

The Parties agree and acknowledge that the Operator may propose a reduced Service Standard to take account of any reduction in BES 2 Funding, save for where either:

- 1.3.2.1 BES 2 Funding is removed or reduced due to the removal of social distancing measures that previously impacted on transport capacity; or
 - 1.3.2.2 Welsh Government provide an alternative grant or funding scheme in place of BES 2 Funding which is designed to provide continuity of service; or
 - 1.3.3 ending the BES 2 Funding, in which case the Welsh Government shall use reasonable endeavours to provide the Lead Authority and the Operator with notice of such change (which shall be a minimum of one (1) months’ notice where such decision arises as a result of Welsh Government or UK government determining to terminate the financial settlement relating to the impact of COVID-19 on bus services, and in all other cases shall be the current period of notice to be provided to the Traffic Commissioner in respect of deregistration of Local Services) prior to ending the BES 2 Funding.
- 1.4 Where BES 2 Funding is terminated pursuant to paragraph 1.3 above, no further payments shall be made pursuant to this Agreement, following such notice period, provided that nothing in this Schedule SCHEDULE 5: shall be taken to remove the right of Welsh Government to recover monies paid to the Operator or the entitlement of the Operator to any additional payments calculated, in each case, pursuant to the reconciliation and compensation process specified in Schedule SCHEDULE 3: .
- 1.5 The Parties agree and acknowledge that as part of a Funding Review, Welsh Government may review the level of AM (as set out in Schedule SCHEDULE 3:) and make such adjustments as are reasonable and necessary to ensure the continued viability of services. The review of the

level of AM shall consider available Welsh Government budget, the levels of BES funding being provided to the bus industry, prevailing market conditions and the levels of margin realised by bus operators elsewhere in the UK.

SCHEDULE 6: FORM OF SERVICE SPECIFICATION

[*Note: Form of table to be discussed, two options are set out below.*]

	Consideration	Specification
1.	Route number, service description and operator details	
2.	Number of service stops within and outside of the Region	
3.	Days of operation per week	
4.	Number of departures on different days and time windows	
5.	First outward and last return departures	
6.	Peak daytime frequency	

Or

Operator	Service number	Route description	Typical weekly days of operation	Mon-Fri First outward departure	Mon-Fri Last return departure	Number of departures per day per direction (Mon-Fri / Sat / Sun)	Weekday Peak daytime frequency in minutes

SCHEDULE 7: TEMPLATE REGISTER OF VARIATIONS

[Region and Operator Name]

No.	Contracting Authority	Contract Reference	Variation	Approved by and date
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Eitem ar gyfer y Rhaglen 8



CABINET

Date of Meeting	Tuesday, 19th January, 2021
Report Subject	Revenue Budget Monitoring Report 2020/21 (Month 8)
Cabinet Member	Cabinet Member for Finance
Report Author	Corporate Finance Manager
Type of Report	Operational

EXECUTIVE SUMMARY

This monthly report provides the latest detailed revenue budget monitoring position 2020/21 for the Council Fund and Housing Revenue Account for the financial year and presents the position, based on actual income and expenditure, as at Month 8. This report projects how the budget would stand at the close of the financial year if all things remain unchanged; it also takes into account the latest position on Welsh Government Emergency Grant Funding announcements.

The projected year end position, without new actions to reduce cost pressures and/or improve the financial return on efficiency planning and cost control is:

Council Fund

- An operating surplus of £0.270m (excluding the impact of the pay award which will be met by reserves), which is a favourable movement of £0.466m from the deficit figure of £0.196m reported at Month 7.
- A projected contingency reserve balance as at 31st March, 2021 of £1.685m

Housing Revenue Account

- Net in-year revenue expenditure forecast to be £1.590m lower than budget
- A projected closing balance as at 31st March, 2021 of £3.763m

As reported in previous reports and to assist with mitigating the overall projected overspend the following measures were introduced from Month 5:-

- 1) All non-essential spend be reviewed and challenged with a view to ceasing/delaying where able and
- 2) Further Portfolio Management Team challenge of recruitment to vacancies i.e. ceasing/delaying.

RECOMMENDATIONS

1	To note the overall report and the projected Council Fund contingency sum as at 31 st March 2021.
2	To note the projected final level of balances on the Housing Revenue Account (HRA).

REPORT DETAILS

1.00	EXPLAINING THE MONTH 8 POSITION
1.01	<p>Council Fund Projected Position</p> <p>The projected year end position, without mitigation to reduce cost pressures and improve the yield on efficiency planning, is as follows:</p> <ul style="list-style-type: none">• An operating surplus of £0.270m (excluding the impact of the pay award which will be met by reserves)• A projected contingency reserve available balance as at 31 March 2021 of £1.685m. <p>To assist with mitigating the overall projected overspend the following measures have been introduced:-</p> <ol style="list-style-type: none">1) All non-essential spend is being reviewed and challenged with a view to ceasing/delaying where able and2) Introduction of a vacancy management process to consider new recruitment requests <p>The outcome of this work is shown within the report and will continue as part of the robust challenge of the future monthly monitoring position.</p>

1.02	<p>Table 1. Projected Position by Portfolio</p> <p>The table below shows the projected position by portfolio:</p> <table border="1" data-bbox="320 255 1385 1205"> <thead> <tr> <th data-bbox="320 255 786 450">Portfolio/ Service Area</th> <th data-bbox="786 255 975 450">Approved Budget £m</th> <th data-bbox="975 255 1182 450">Projected Outturn £m</th> <th data-bbox="1182 255 1385 450">In-Year Over / (Under) spend £m</th> </tr> </thead> <tbody> <tr> <td data-bbox="320 450 786 506">Social Services</td> <td data-bbox="786 450 975 506">68.465</td> <td data-bbox="975 450 1182 506">68.429</td> <td data-bbox="1182 450 1385 506">(0.036)</td> </tr> <tr> <td data-bbox="320 506 786 562">Out of County Placements</td> <td data-bbox="786 506 975 562">11.940</td> <td data-bbox="975 506 1182 562">12.506</td> <td data-bbox="1182 506 1385 562">0.566</td> </tr> <tr> <td data-bbox="320 562 786 618">Education & Youth</td> <td data-bbox="786 562 975 618">8.770</td> <td data-bbox="975 562 1182 618">8.246</td> <td data-bbox="1182 562 1385 618">(0.524)</td> </tr> <tr> <td data-bbox="320 618 786 674">Schools</td> <td data-bbox="786 618 975 674">98.728</td> <td data-bbox="975 618 1182 674">98.728</td> <td data-bbox="1182 618 1385 674">0.000</td> </tr> <tr> <td data-bbox="320 674 786 730">Streetscene & Transportation</td> <td data-bbox="786 674 975 730">30.650</td> <td data-bbox="975 674 1182 730">31.756</td> <td data-bbox="1182 674 1385 730">1.106</td> </tr> <tr> <td data-bbox="320 730 786 786">Planning & Environment</td> <td data-bbox="786 730 975 786">5.762</td> <td data-bbox="975 730 1182 786">6.118</td> <td data-bbox="1182 730 1385 786">0.356</td> </tr> <tr> <td data-bbox="320 786 786 842">People & Resources</td> <td data-bbox="786 786 975 842">4.491</td> <td data-bbox="975 786 1182 842">4.365</td> <td data-bbox="1182 786 1385 842">(0.126)</td> </tr> <tr> <td data-bbox="320 842 786 898">Governance</td> <td data-bbox="786 842 975 898">9.193</td> <td data-bbox="975 842 1182 898">9.264</td> <td data-bbox="1182 842 1385 898">0.071</td> </tr> <tr> <td data-bbox="320 898 786 954">Strategic Programmes</td> <td data-bbox="786 898 975 954">4.943</td> <td data-bbox="975 898 1182 954">4.636</td> <td data-bbox="1182 898 1385 954">(0.307)</td> </tr> <tr> <td data-bbox="320 954 786 1010">Housing & Assets</td> <td data-bbox="786 954 975 1010">16.149</td> <td data-bbox="975 954 1182 1010">15.431</td> <td data-bbox="1182 954 1385 1010">(0.718)</td> </tr> <tr> <td data-bbox="320 1010 786 1066">Chief Executive</td> <td data-bbox="786 1010 975 1066">2.748</td> <td data-bbox="975 1010 1182 1066">2.440</td> <td data-bbox="1182 1010 1385 1066">(0.308)</td> </tr> <tr> <td data-bbox="320 1066 786 1122">Central & Corporate Finance</td> <td data-bbox="786 1066 975 1122">24.147</td> <td data-bbox="975 1066 1182 1122">23.796</td> <td data-bbox="1182 1066 1385 1122">(0.351)</td> </tr> <tr> <td data-bbox="320 1122 786 1205">Total</td> <td data-bbox="786 1122 975 1205">285.986</td> <td data-bbox="975 1122 1182 1205">285.716</td> <td data-bbox="1182 1122 1385 1205">(0.270)</td> </tr> </tbody> </table>	Portfolio/ Service Area	Approved Budget £m	Projected Outturn £m	In-Year Over / (Under) spend £m	Social Services	68.465	68.429	(0.036)	Out of County Placements	11.940	12.506	0.566	Education & Youth	8.770	8.246	(0.524)	Schools	98.728	98.728	0.000	Streetscene & Transportation	30.650	31.756	1.106	Planning & Environment	5.762	6.118	0.356	People & Resources	4.491	4.365	(0.126)	Governance	9.193	9.264	0.071	Strategic Programmes	4.943	4.636	(0.307)	Housing & Assets	16.149	15.431	(0.718)	Chief Executive	2.748	2.440	(0.308)	Central & Corporate Finance	24.147	23.796	(0.351)	Total	285.986	285.716	(0.270)
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1.03	<p>The reasons for the favourable net movement of £0.466m from the previous month are shown in Appendix 1. The reasons for the overall projected variances are summarised within Appendix 2 showing the detail of all variances over £0.050m and a summary of minor variances for each portfolio.</p> <p>Within the projected underspend position of £0.270m, there are COVID-19 related cost pressures and income shortfalls totalling £1.327m which are shown in a separate column in Appendix 2 (cost savings of £0.505m, cost pressures of £0.516m and income shortfalls of £1.316m). We will continue to look at legitimate funding opportunities from the Welsh Government Hardship Fund which if confirmed will have a positive impact on the overall position.</p>																																																								
	Significant Movement from Month 7																																																								
1.04	<p>Social Services (£0.161m)</p> <p>The favorable movement is as a result of the following, mitigated by minor variances across the Portfolio</p> <ul style="list-style-type: none"> • Small reductions in costs across in-house care services, together with a reduction in staff costs which are driven by the demand for care (£0.054m) 																																																								

	<ul style="list-style-type: none"> • Reduction in the cost of care packages for people supported within the Resources and Regulated Service (£0.043m) • An award of a Welsh Government Grant to meet eligible costs incurred (£0.083m) <p>Out of County Placements £0.082m The aggregate impact of new placements and changes of placements forecast to the end of the financial year with some mitigation of costs being approved from the Integrated Care Fund Grant.</p> <p>Governance (£0.070m) Updated expenditure projections on postage costs within Central Despatch following review and additional projected court fee income.</p> <p>Housing & Assets (£0.223m) Positive movement of (£0.100m) on Homelessness due to reduced projection for Bed and Breakfast accommodation as demand is being managed by use of temporary accommodation. Receipt of a Welsh Government Admin Grant for self-isolation payments for (£0.035m) and an additional (£0.060m) savings on National Domestic Rates Charges.</p> <p>People & Resources (£0.099m) The agreed recharge for overheads claimed for the Track and Trace Project for hosting the service across the North Wales region being (£0.072m) in HR&OD and (£0.013m) for Corporate Finance.</p>
1.05	<p>Key Financial Risks – Council Tax Income and Council Tax Reduction Scheme</p> <p>There have been significant impacts on Council Tax income and the Council Tax Reduction Scheme.</p> <p>The potential financial impact of these two areas is being reported separately due to 1) the difficulties in predicting the impacts of these risks and 2) the potential for these areas to be further supported by additional Welsh Government funding.</p> <p>However, if these cost pressures are not met by additional funding they will reduce the projected underspend of £0.270m. An update on the latest position on each area is detailed below.</p>
1.06	<p>Council Tax Income</p> <p>As with all Councils the pandemic has significantly impacted on council tax collection. At this stage council tax income is 1% below target which equates to £1m. Income is expected to continue to recover now that recovery processes have resumed in full and when agreed payment deferrals are settled. Welsh Government are monitoring the situation, but taking a longer term view as to any potential support when the recovery impacts are more certain.</p>

1.07	<p>Council Tax Reduction Scheme (CTRS)</p> <p>During the pandemic there has been a significant increase in demand with additional costs of £0.294m identified as at the second quarter. Welsh Government have confirmed funding for the first two quarters estimated at £0.147m. However, the risk remains for the remaining two quarters of the year for existing clients together with the costs of any further increases in demand which is likely in the current economic climate.</p>
1.08	<p>OPEN RISKS</p> <p>Members were made aware when setting the budget that there were a number of open risks that would need to be kept under close review. An update on these is provided below.</p>
1.09	<p>Pay Award</p> <p>The Teachers Pay Award which is effective from September 2020 has now been set at 3.1% and the financial impact of this for 2020/21 is estimated to be £0.535m. Welsh Government recently announced grant funding of £0.200m to part fund this increase. The remainder will need to be met from Schools delegated budgets.</p>
1.10	<p>Charging for Post 16 Transport</p> <p>The budget for 2020/21 provides for expected additional income of £0.449m based on the assumption that charging would be introduced from September 2020. This policy decision was reversed by Cabinet in May.</p> <p>The developing financial solution through effective partnership working with Coleg Cambria will assist with mitigating the financial risk for 2020/21. An agreement has been reached with the college that a level of the anticipated value of the journeys would be reimbursed to the Portfolio and that is now reflected in the projected outturn.</p>
1.11	<p>Out of County Placements</p> <p>Additional funding of £2.7m was included in the budget for 2020/21 to address the historic significant increase in demand. At this stage, based on current activity there is an overall net projected overspend of £0.566m (underspend of £0.131m within Education together with an overspend of £0.697m within Children's Services).</p>
1.12	<p>NEW EMERGING RISKS</p> <p>Free School Meals</p> <p>Schools have a delegated budget for free school meals (FSM) which is based on the number of pupils eligible for FSM. The budget for 2020/21 is £1.256m. Following the closure of schools in March, the Council made direct payments to families and there was a marked increase in the number of claims. Based on current free school meal claims and making</p>

	<p>projections for a range of take-up percentages in the remainder of the year, it is estimated that the budget could overspend by between £0.222m and £0.344m.</p>
1.13	<p>Transportation</p> <p>Under School Transport, there has been a significant financial increase in private hire coach, minibus and taxi quotations, which is due to the operators including the cost of the cleaning of vehicles, driver PPE and the fact the school contract is the only business they are receiving at the moment, i.e. no private hire for weekends, during the day such as swimming lessons, school trips or private tour excursions.</p> <p>The Transport team will be assessing the overall financial impact of this.</p>
1.14	<p>Emergency Funding</p> <p>In addition to the Hardship Fund, Welsh Government has previously confirmed further funding of £264 million across Wales to continue to support local government for additional costs and income losses. Eligibility criteria for this funding has now been confirmed and income loss claims will continue to be made on a quarterly basis for the remainder of the financial year.</p> <p>Welsh Government have previously confirmed that additional costs for Social Care and Schools will continue to be a priority when considering the use of this funding which is encouraging to ensure that the Council can continue to meet the impact of these additional costs.</p> <p>The announcements on funding for the first two quarters of increased demand for the Council Tax Reduction Scheme is also a positive outcome and is currently under consideration for the remainder of the financial year as well as any further increases in demand.</p>
1.15	<p>Achievement of Planned In-Year Efficiencies</p> <p>The 2020/21 budget contains £5.206m of specific efficiencies which are being tracked and monitored. The Council aims to achieve a 95% rate in 2020/21 as reflected in the MTFS KPI's.</p> <p>The current assessment of the efficiencies to be achieved in 2020/21 shows that £4.982m or 96% of the efficiencies will be achieved.</p> <p>Further details on the current status on efficiencies can be seen in Appendix 2 with the overall impact in relation to any impact for 2021/22 being reviewed as part of the ongoing work on the MTFS.</p>
1.16	<p>Reserves and Balances</p> <p>Un-earmarked Reserves</p> <p>The level of Council Fund Contingency Reserve brought forward into 2020/21 was £2.370m as detailed in the 2019/20 outturn report. This is the</p>

	amount available for general purposes following the set-aside of £3.0m for Emergency Funding.
1.17	<p>Taking into account the above and, the current projected overspend at this stage, and previously agreed allocations, the balance on the Contingency Reserve at 31 March 2021 is projected to be £1.685m as detailed in Appendix 3.</p> <p>This assumes that the projected underspend of £0.270m increases the overall Reserve.</p> <p>The £3m emergency ring-fenced fund would have an amount of £2.641m remaining after allowing for currently known ineligible items.</p>
1.18	A review of the Earmarked Balances and Reserves is on-going, balances challenged and identified as no longer required are to be returned to the Contingency Reserve.
1.19	<p>Housing Revenue Account</p> <p>The 2019/20 Outturn Report to Cabinet on 16 June 2020 showed an un-earmarked closing balance at the end of 2019/20 of £2.009m and a closing balance of earmarked reserves of £0.437m.</p>
1.20	The 2020/21 budget for the HRA is £36.672m which includes a movement of £0.164m to reserves.
1.21	The monitoring for the HRA is projecting in year expenditure to be £1.590m lower than budget and a closing un-earmarked balance as at 31 March 2021 of £3.599m, which at 10.32% of total expenditure satisfies the prudent approach of ensuring a minimum level of 3%. Appendix 5 attached refers.
1.22	<p>Housing Revenue Account (£1.130m)</p> <p>This significant positive movement at Month 8 is due to a review of the borrowing requirements for the year as dealing with COVID-19 has caused delays within a number of areas:</p> <ul style="list-style-type: none"> • capital spend on the SHARP Programme has reduced from previously projected (£1.111m) • the Welsh Quality Standards (WHQS) completion deadline has been extended to the end of 2021 <p>Due to the reduced spend, the borrowing requirement has reduced from previously anticipated levels. The savings created from reduced in-year borrowing requirements have been allocated as CERA in the draft 2021/22 business plan to offset the increased borrowing levels required next year to complete the delayed works into 2021/22.</p>
1.23	The budget contribution towards capital expenditure (CERA) is £12.928m.

2.00	RESOURCE IMPLICATIONS
2.01	As set out within the report.

3.00	IMPACT ASSESSMENT AND RISK MANAGEMENT
3.01	The financial impacts of the emergency as set out in the report are a combination of actual costs and losses to date and estimates of costs and losses for the future. There is the possibility that the estimates will change over time. The budget will be monitored closely and mitigation actions taken wherever possible.

4.00	CONSULTATIONS REQUIRED/CARRIED OUT
4.01	None specific.

5.00	APPENDICES
5.01	Appendix 1: Council Fund – Movement in Variances from Month 7 Appendix 2: Council Fund – Budget Variances Appendix 3: Council Fund – Programme of Efficiencies Appendix 4: Council Fund – Movement on Un-earmarked Reserves Appendix 5: Housing Revenue Account Variances

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	Various budget records.

7.00	CONTACT OFFICER DETAILS
7.01	Contact Officer: Dave Ledsham Strategic Finance Manager Telephone: 01352 704503 E-mail: dave.ledsham@flintshire.gov.uk

8.00	GLOSSARY OF TERMS
8.01	Budget: a statement expressing the Council's policies and service levels in financial terms for a particular financial year. In its broadest sense it includes both the revenue budget and capital programme and any authorised amendments to them. Council Fund: the fund to which all the Council's revenue expenditure is charged.

Financial Year: the period of twelve months commencing on 1 April.

Housing Revenue Account: the Housing Revenue Account (HRA) is a local authority account showing current income and expenditure on housing services related to its own housing stock. The account is separate from the Council Fund and trading accounts and is funded primarily from rents and government subsidy.

Intermediate Care Fund: Funding provided by Welsh Government to encourage integrated working between local authorities, health and housing.

Projected Outturn: projection of the expenditure to the end of the financial year, made on the basis of actual expenditure incurred to date.

Reserves: these are balances in hand that have accumulated over previous years and are held for defined (earmarked reserves) and general (general reserves) purposes. Councils are required to regularly review the level and purpose of their reserves and to take account of the advice of the Chief Finance Officer.

Revenue: a term used to describe the day-to-day costs of running Council services and income deriving from those services. It also includes charges for the repayment of debt, including interest, and may include direct financing of capital expenditure.

Variance: difference between latest budget and actual income or expenditure. Can be to date if reflecting the current or most up to date position or projected, for example projected to the end of the month or financial year.

Virement: the transfer of budget provision from one budget head to another. Virement decisions apply to both revenue and capital expenditure heads, and between expenditure and income, and may include transfers from contingency provisions. Virements may not however be approved between capital and revenue budget heads.

Mae'r dudalen hon yn wag yn bwrpasol

Budget Monitoring Report
Council Fund Variances

MONTH 8 - SUMMARY

Service	Movement between Periods (£m)	Narrative for Movement between Periods greater than £0.025m
Social Services		
Older People		
Resources & Regulated Services	-0.054	There have been a number of small reductions in costs across the various in-house care services. This includes day centres (£0.006m), homecare (£0.014m), residential care (£0.024m) and extra care (£0.010m). Collectively there was a reduction of £0.033m on staff costs, which are driven by the demand for care and can fluctuate over time.
Impact of Covid-19	-0.000	
Minor Variances	0.011	
Adults of Working Age		
Resources & Regulated Services	-0.043	This change is due to the overall change in care package costs of people supported by this service.
Minor Variances	0.005	
Children's Services		
Professional Support	-0.083	This is due to an award of Welsh Government grant, some costs previously incurred within this budget are eligible to be funded by this grant.
Minor Variances	0.002	
Safeguarding & Commissioning		
Impact of Covid-19	0.000	
Minor Variances	-0.001	
Total Social Services (excl Out of County)	-0.161	
Out of County		
Children's Services	0.060	Aggregate impact of new placements, placement changes and increase in grant income (ICF)
Education & Youth	0.022	
Total Out of County	0.082	
Education & Youth		
Minor Variances	0.005	
Total Education & Youth	0.005	
Schools	-0.000	
Streetscene & Transportation		
Service Delivery	0.095	Additional hire of transport, increased stores recharges and HRC site costs
Highways Network	-0.160	Reduction in fleet fuel costs (£0.084m) based on updated projections and reduced commitments across Highways Network services
Transportation	0.048	Increase in projected cost of school transport
Regulatory Services	0.038	Updated projection on PCN and FPN income, increased disposal costs for soil and rubble and medical waste.
Impact of Covid-19	-0.012	
Other Minor Variances	-0.000	
Total Streetscene & Transportation	0.008	
Planning, Environment & Economy		
Business	-0.023	Receipt of Rent Smart Grant Income and reduced commitment on Contaminated Land projects.
Development	-0.024	Higher than anticipated level of actual Land Charges Fees received during the period favourably affecting the projection
Minor Variances	0.004	
Total Planning & Environment	-0.043	
People & Resources		

HR & OD	-0.069	Agreed recharge for overheads claimed for the TTP project for hosting the service on behalf of the region
Corporate Finance	-0.030	Agreed recharge for overheads claimed for the TTP project for hosting the service on behalf of the region
Impact of Covid-19	0.000	
Total People & Resources	-0.099	
Governance		
Internal Audit	-0.024	Re-profile of commitments for postage within Central Despatch
Minor Variances	-0.045	Minor Variances across the Service
Total Governance	-0.070	
Strategic Programmes		
Minor Variances	0.000	
Total Strategic Programmes	0.000	
Housing & Assets		
Centralised Costs	-0.071	Revised outturn on NDR savings includes £0.030m adjustment from 2019/20, plus other minor variances.
Benefits	-0.037	WG Admin grant allocation for self isolation payments from COVID-19 hardship fund
Housing Solutions	-0.100	Reduced projection for Bed and Breakfast accommodation as demand is being managed by use of temporary accommodation
Impact of Covid-19	0.000	
Minor Variances	-0.015	
Total Housing & Assets	-0.223	
Chief Executive's		
Impact of Covid-19	0.000	
Central & Corporate Finance		
Impact of Covid-19	-0.000	Increase in Apprentice Tax Levy due to Pay Award allocated in November.
Grand Total	-0.466	

Budget Monitoring Report
Council Fund Variances

MONTH 8 - SUMMARY

Service	Approved Budget (£m)	Projected Outturn (£m)	Annual Variance (£m)	Impact of Covid-19 (£m)	Last Month Variance (£m)	Cause of Major Variances greater than £0.050m	Action Required
Social Services							
Older People							
Localities	19.218	18.640	-0.579	-0.058	-0.595	The net cost of residential care is £0.484 underspent. This includes the cost of residential care placements net of the income received for this service, such as property charges and contributions from health. There is a decline in the demand for residential care placements due to Covid 19. Day care is £0.058m under budget, this service is currently closed and will be reopened only when it is considered safe to do so. Domiciliary and Direct Payments are reporting a combined overspend of £0.163m and are projected based on recent levels of care provision. The Localities Teams staff budget is underspending by £0.129m due to a number of staff not yet paid at top of scale, some temporary reduced hours and in-year savings on travel costs. The minor adaptations budget is £0.063m underspent based on expected activity and there is a small underspend on service level agreements paid to the third sector of £0.009m.	
Resources & Regulated Services	8.027	7.728	-0.298		-0.245	The Councils in-house care provision is reporting an underspend of £0.298m. Day care is reporting an overspend of £0.005m, day centres are currently closed and assumed to be so until it is safe to reopen. The day centre staff are deployed to residential care to assist in delivering care, however the staff costs are still recorded against the day-care budget. Homecare is underspent by £0.009m. Staff costs are incurred as a result of the number of hours of homecare delivered and projected forward based on estimated future activity. Residential care is overspent by £0.005m due to a number of small variances. Extra care is underspending by £0.289m as Plas yr Ywern in Holywell has not yet opened and staff already recruited to are currently redeployed to alternate in-house care services and this has meant significant costs due to COVID-19 have been avoided. It is anticipated that Plas yr Ywern will open in January 2021.	
Impact of Covid-19	0.000	-0.000	-0.000	-0.000	0.000		
Minor Variances	1.228	1.198	-0.030		-0.026		
Adults of Working Age							
Resources & Regulated Services	25.462	25.411	-0.050		-0.008	The outturn reflects the current cost of residential placements, supported living, domiciliary care, Direct Payments and day care. Currently day care services are either closed or running a reduced service.	
Administrative Support	0.328	0.247	-0.081		-0.087	Not all staff are currently paid at top of grade and there are also some staff seconded from this service. There have also been in-year savings on staff travel costs.	
Residential Placements	1.297	2.017	0.720		0.725	The overspend is due to the costs of care services provided to people with mental health care needs. These costs include nursing and residential care, domiciliary care and Direct Payments. Care needs for individuals supported by this service vary over time, sometimes unexpectedly, and costs are subject to these same changes.	
Minor Variances	4.119	3.897	-0.223		-0.228		
Children's Services							

Budget Monitoring Report
Council Fund Variances

MONTH 8 - SUMMARY

Service	Approved Budget (£m)	Projected Outturn (£m)	Annual Variance (£m)	Impact of Covid-19 (£m)	Last Month Variance (£m)	Cause of Major Variances greater than £0.050m	Action Required
Family Placement	2.621	2.783	0.162		0.171	The overspend is due to current demands on the service from the number of fostering placements, which in some instances avoid making an Out of County placement which would be more expensive. The main pressure areas are payments for foster carers, foster agencies and special guardianship payments.	
Legal & Third Party	0.225	0.546	0.321		0.322	Legal costs are overspent due to the number of cases going through the courts and the use of some external professionals. Direct Payments have also increased in demand.	
Professional Support	5.293	5.576	0.283		0.366	To support adequate levels of child protection, the established staffing structure needs to be at a sufficient level to meet mandatory safeguarding standards. Vacancies are therefore minimised and additional temporary posts are required.	
Minor Variances	1.482	1.499	0.017		0.004		
Safeguarding & Commissioning							
Charging Policy income	-3.060	-3.139	-0.079		-0.078	Charging policy income is expected to exceed the budget and is based on the weekly charge cap and the number of service users who financially contribute to their care.	
Business Support Service	1.224	1.164	-0.059		-0.059	This variance is on salaries and due to some staff not yet paid at top of scale and some staff opting out of the pension scheme.	
Management & Support	-2.057	-2.187	-0.130		-0.129	The underspend is due to not having to contribute to the Regional Collaboration unit in 2020/21	
Minor Variances	3.058	3.050	-0.008		-0.009		
Total Social Services (excl Out of County)	68.465	68.429	-0.036	-0.058	0.126		
Out of County							
Children's Services	7.437	8.134	0.697		0.637	The pressure reflects the current cohort of placements with significant numbers of new placements in recent months together with a number of placement changes at higher cost due to breakdowns of placements	Continue to robustly challenge placement proposals presented to the Out of County panel and explore opportunities for cost reductions across the whole of the current cohort.
Education & Youth	4.504	4.373	-0.131		-0.153	The projected underspend reflects the current cohort of Education placements with demand for new placements still being maintained	Continue to robustly challenge placement proposals presented to the Out of County panel and explore opportunities for cost reductions across the whole of the current cohort.
Total Out of County	11.940	12.506	0.566	0.000	0.484		
Education & Youth							
Integrated Youth Provision	1.345	1.117	-0.228	-0.148	-0.242	Includes a projected underspend of -£0.139m on Youth Centres due to closures arising from COVID-19 safety measures producing savings on building cleaning and some relief staffing costs. Also includes a total saving of -£0.103m on the Youth Justice Service mainly due to a delay in recruitment to a new post and savings on equipment purchase and training.	
School Improvement Systems	1.709	1.528	-0.181	-0.149	-0.179	Savings arising from the challenge of non-essential spend. Early Entitlement savings due to demography and reduced number of settings requiring funding.	
School Planning & Provision	0.676	0.611	-0.065		-0.065	Mainly a saving against the provision for third party/public liability insurance claims	
Minor Variances	5.040	4.989	-0.051		-0.043		

Budget Monitoring Report
Council Fund Variances

MONTH 8 - SUMMARY

Service	Approved Budget (£m)	Projected Outturn (£m)	Annual Variance (£m)	Impact of Covid-19 (£m)	Last Month Variance (£m)	Cause of Major Variances greater than £0.050m	Action Required
Total Education & Youth	8.770	8.246	-0.524	-0.297	-0.529		
Schools	98.728	98.728	0.000		0.000		
Streetscene & Transportation							
Service Delivery	8.911	9.141	0.230		0.136	The service has incurred additional revenue pressures from responding to and resolving previously reported security measures and remedial actions following vandalism at the Household Recycling Centres. This matter was widely reported during 2019-20 and has not abated. The monthly costs are now running at over £0.006m per month, mainly due to the introduction of a night time presence on the sites. This has resulted in a forecast pressure in the sum of £0.072m for the year. Further impacts for hire of transport, additional stores recharges and HRC site costs are reflected at Month 8.	
Highways Network	7.764	7.702	-0.061		0.098	Following a stringent review of fuel costs and advice from market advisors, the fuel cost forecast for fleet vehicles has been reduced accordingly. In addition, updated projections on a number of services across Highways Network has resulted in reduced commitments.	
Transportation	9.366	9.120	-0.246	-0.150	-0.294	Operators have been supported during school closures by receiving 75% of their contracted values, in addition a number of routes have been re-procured to reflect current arrangements for operation in the new school year. The forecast position for this service has now been clarified and accommodates both matters. It should be noted however that this improvement will only impact during 2020-21 and the underlying impact of the current circumstances. There are also risks around this position in that the updated forecast is based on the assumption that Colleges will honour their agreement to support Post 16 transport in the sum of £0.600m. However, if this income is not realised in full, the position will be impacted accordingly. Additional costs in relation to school transport provision have been recognised at Month 8.	
Regulatory Services	4.609	4.817	0.208		0.170	This service has experienced a downturn in the levels of income generated by sales of Electricity and this is currently anticipated to reach a level of some £0.120m during the year. There has also been a downturn in the rebate for co-mingled waste due to a considerable drop in the value of approximately £70-£80 per ton. The variance also now reflects the projected loss of car park income in Quarter 2 and 3 following amendments to WG Income Loss Funding eligibility criteria. There have been some additional disposal costs reflected at Month 8 in relation to soil and rubble and medical waste.	

Budget Monitoring Report
Council Fund Variances

MONTH 8 - SUMMARY

Service	Approved Budget (£m)	Projected Outturn (£m)	Annual Variance (£m)	Impact of Covid-19 (£m)	Last Month Variance (£m)	Cause of Major Variances greater than £0.050m	Action Required
Impact of Covid-19	0.000	0.975	0.975	0.975	0.987	Following a full reconciliation and review of Streetscene expenditure and income loss relating to the Coronavirus Pandemic, all relevant details have now been consolidated to one code. This has been done in order to facilitate enhanced reporting and monitoring of the impact. All risks identified are now recorded in this forecast and at month 8 they include; £0.050m HRC sites and overtime, £0.550m car parking income loss, £0.099m in relation to potential PCN and FPN revenues, £0.080m in relation to additional vehicles and fuel and £0.075m in relation to additional private contractors and plant hire. In addition, there is also a risk around free school meal transport provided and submitted as part of the COVID-19 Hardship claim; this has been challenged by Welsh Government and discussions are ongoing around the potential outcome. A level of additional disposal expenditure as a result of increased kerbside waste collections due to people working and remaining at or close to home up to October totalling £0.133m has already been approved by WG. A further £0.121m for the November to March period is now reflected in the Month 8 variance position.	It should also be noted that following the disallowing of expenditure from claims to Welsh Government of the Grass Cutting contract, let due to all operatives being diverted to waste routes, an application has been made for the release of part of the £3m COVID-19 Contingency Reserve Funding. In addition, there is also a risk around free school meal transports provided in good faith and submitted as a part of the COVID claim; this has been challenged by Welsh Government and discussions are ongoing around the potential outcome.
Total Streetscene & Transportation	30.650	31.756	1.106	0.825	1.098		
Planning, Environment & Economy							
Development	0.023	0.213	0.190	0.270	0.214	Pressure within the Building Control service is due in the main, to delays sourcing core materials meaning that the construction industry is operating at a low level of capacity. This results in a projected reduced Building Control fee income. A lull in the property market is affecting a reduced need for Land Charge Searches adding to the overspend. The current economic conditions are having an adverse affect the Planning Applications, the projection is dependant on the number and value of applications received, resulting in a changeable outturn to ensure an accurate reflection. The overall variance is mitigated by the Fee Increase for planning and related applications of approx 20% that came into effect August, 2020	
Regeneration	0.511	0.575	0.064	0.098	0.073	There has been a significant impact on income levels following the closure of the markets in the first half of the financial year.	
Minor Variances	5.228	5.330	0.102	0.050	0.112	Minor Variances across the Portfolio each below £0.050m	
Total Planning & Environment	5.762	6.118	0.356	0.418	0.399		
People & Resources							
HR & OD	2.398	2.308	-0.090		-0.021	Favourable variance due to the agreed recharge for overheads claimed for the TTP project for hosting the service on behalf of the region	
Corporate Finance	2.094	2.057	-0.036		-0.006		
Total People & Resources	4.491	4.365	-0.126	0.000	-0.027		
Governance							

Budget Monitoring Report
Council Fund Variances

MONTH 8 - SUMMARY

Service	Approved Budget (£m)	Projected Outturn (£m)	Annual Variance (£m)	Impact of Covid-19 (£m)	Last Month Variance (£m)	Cause of Major Variances greater than £0.050m	Action Required
Legal Services	0.736	0.897	0.161		0.164	Overspend as a result of employing locums covering absence to ensure continuing client service delivery in the area of child protection £0.176m. Historical efficiency target that was dependant on demand reduction in another service that has not occurred, thereby preventing the consequent achievement of the efficiency £0.091m. Total overspend is mitigated by vacant posts, expected fee income and commitment challenge across the service.	
Democratic Services	2.098	2.023	-0.074		-0.059	Favourable variance following reduced take up of Members Allowances £0.024m. Further Commitment challenge across a number of service areas and £0.015m relates to minor variances.	
Revenues	0.037	0.092	0.055	0.249	0.076	The national lockdown restrictions have resulted in the cessation of all recovery activities, especially enforcement/bailiff duties during the first 5 months of the year (and during the recent firebreak). All debt recovery activities, with the exception of enforcement/bailiff duties re-commenced during August. The level of financial risk from fee income remains a risk but following the first court hearing in October and with further hearings scheduled on a monthly basis from November to March, income from fees is projected to increase over the next 4 months.	
Minor Variances	6.323	6.252	-0.070	0.071	-0.040	Impact of Covid-19 across other Portfolio Services : Customer Services, Central Despatch	
Total Governance	9.193	9.264	0.071	0.320	0.141		
Strategic Programmes							
Leisure	4.943	4.636	-0.307		-0.307	Variance due to reduced utility costs.	
Total Strategic Programmes	4.943	4.636	-0.307	0.000	-0.307		
Housing & Assets							
Enterprise Centres	-0.217	-0.109	0.108		0.112	Pressure due to loss of income in respect of void units	Agreed recharge for overheads claimed for the TTP project for hosting the service on behalf of the region
Property Asset And Development	0.444	0.368	-0.076		-0.077	Mainly staffing cost savings pending completion of restructure	
Caretaking & Security	0.262	0.201	-0.061		-0.062	Mainly staffing cost savings due to vacancies	
Centralised Costs	3.353	2.421	-0.931		-0.860	Underspend on NDR totalling £0.600m, predominantly due to the demolition of Phase 3 & 4 at County Hall. -£0.073m underspend on Gas due to lower usage. -£0.100m underspend on Electricity due to lower usage and reduced rates and -£0.059m underspend on Water.	
Benefits	11.665	11.839	0.173	0.119	0.211	Potential net pressure of up to £0.750m on the Council Tax reduction scheme due to additional take up arising from the COVID-19 pandemic impact on employment. This figure takes account of £0.147m of WG emergency funding support in respect of the April to September element of the overall pressure but the £0.750m is not included in the variance figures. Variance includes pressure of £0.119m on staffing costs due the additional demand caused by the COVID-19 pandemic and overpayments.	
Housing Solutions	1.091	0.991	-0.100		0.000	Savings on Bed and Breakfast accommodation due to managing demand through use of temporary accommodation	

Budget Monitoring Report
Council Fund Variances

MONTH 8 - SUMMARY

Service	Approved Budget (£m)	Projected Outturn (£m)	Annual Variance (£m)	Impact of Covid-19 (£m)	Last Month Variance (£m)	Cause of Major Variances greater than £0.050m	Action Required
Council Fund Housing	-0.324	-0.204	0.120		0.117	Reduction of internal Housing Support grant allocation due to eligibility issues and pressure arising from new service contract for Carelink	
Minor Variances	-0.126	-0.076	0.050		0.064		
Total Housing & Assets	16.149	15.431	-0.718	0.119	-0.495		
Chief Executive's	2.748	2.440	-0.308		-0.292	Vacant posts across the service	
Central & Corporate Finance	24.147	23.796	-0.351		-0.402	Over recovery of planned pension contributions recoupment against actuarial projections based on the level of contributions received to date and forecast to the end of the financial year.	
Grand Total	285.986	285.716	-0.270	1.327	0.195		

2020/21 Efficiencies Outturn Tracker - M8

Efficiency Description	Accountable Officer	Efficiency Target	Projected Efficiency	(Under)/Over Achievement	Efficiency Open/Closed (O/C)	Confidence in Achievement of Efficiency - Based on (see below) R = High Assumption A = Medium Assumption G = Figures Confirmed	
							2020/21 £m
Portfolio							
Corporate							
Employer Pension Contributions	Reduced requirement due to recovery	Rachel Parry Jones	0.800	0.800	0.000	C	G
Actuarial Review	Reduced contribution rate	All	2.646	2.646	0.000	C	G
Single Person Discount Review	One Off Efficiency	David Barnes	0.300	0.300	0.000	O	G
Total Corporate Services			3.746	3.746	0.000		
Social Services							
Reviewing Function	Reduction of Post	Neil Ayling	0.025	0.264	0.239	O	G
Supported Living	Reduction of Voids	Neil Ayling	0.025	0.005	(0.020)	O	G
Communications	Reduction in Mobile Hardware	Neil Ayling	0.030	0.020	(0.010)	O	G
Vacancy Management Saving	Appropriate Vacancy Management	Neil Ayling	0.030	0.025	(0.005)	O	G
Strategic Use of Grant Funding	Core Funding Replacement Solution	Neil Ayling	0.100	0.170	0.070	O	G
Regional Collaboration Wrexham CBC	Reduction in Posts	Neil Ayling	0.030	0.010	(0.020)	O	G
Additional Social Services Grant	Social Services Grant	Neil Ayling	0.426	0.000	(0.426)	O	G
Total Social Services			0.666	0.494	(0.172)		
Education & Youth							
Integrated Youth Provision	Youth Centres - Premises	Claire Homard	0.014	0.014	0.000	O	G
Total Education & Youth			0.014	0.014	0.000		
Streetscene & Transportation							
Discretionary Transport Review - Post 16 Transport	Joint with Education	Steve O Jones	0.449	0.402	(0.047)	O	R
Income from External Works		Steve O Jones	0.010	0.010	0.000	O	G
Garden Waste Charges	Additional take up of service	Steve O Jones	0.030	0.030	0.000	O	G
NWRP Gate Fee Benefit	Utilisation of WG Grant funding	Steve O Jones	0.200	0.200	0.000	O	A
Total Streetscene & Transportation			0.689	0.642	(0.047)		
Planning, Environment & Economy							
Countryside	Additional Tree Income	Tom Woodall	0.010	0.010	0.000	O	G
Countryside	Review of Spending	Tom Woodall	0.017	0.017	0.000	O	G
Review of Pest Control	Trading Standards Investigations and Community Safety	Sian Jones	0.035	0.035	0.000	O	G
Development Management	Increased Planning Fee Income	Mandy Lewis	0.015	0.015	0.000	O	G
Minerals & Waste	Adoption of new SLA with Partners	Gary Nancarrow	0.005	0.000	(0.005)	O	G
Portfolio Admin	Supplies and Services Review	Lynne Fensome	0.005	0.005	0.000	O	G
Regeneration	Bus Dev, Housing and Markets	Niall Waller	0.004	0.004	0.000	O	G
Total Planning, Environment & Economy			0.091	0.086	(0.005)		
Total 2020/21 Budget Efficiencies			5.206	4.982	(0.224)		

	%	£
Total 2020/21 Budget Efficiencies	100	5.206
Total Projected 2020/21 Budget Efficiencies Underachieved	-4	(0.224)
Total Projected 2020/21 Budget Efficiencies Achieved	96	4.982
Total 2020/21 Budget Efficiencies (Less Previously agreed Decisions)	100	0.000
Total Projected 2020/21 Budget Efficiencies Underachieved	0	0.000
Total Projected 2020/21 Budget Efficiencies Achieved	0	0.000

Mae'r dudalen hon yn wag yn bwrpasol

Movements on Council Fund Unearmarked Reserves

	£m	£m
Total Reserves as at 1 April 2020	11.025	
Less - Base Level	(5.769)	
Total Reserves above base level available for delegation to Cabinet		5.256
Less - amount approved for Childrens Services ' Front Door Pressures'		(0.134)
Less - COVID-19 Emergency Funding Allocation*		(2.886)
Plus Month 8 projected outturn		0.270
Less - projected national pay award increase		(0.821)
Total Contingency Reserve available for use		1.685

Mae'r dudalen hon yn wag yn bwrpasol

Budget Monitoring Report
Housing Revenue Account Variances

MONTH 8 - SUMMARY

Service	Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Last Month Variance (£m)	Cause of Major Variance	Action Required
Housing Revenue Account						
Income	(36.676)	(36.466)	0.210	0.206	There is a pressure forecast of £0.210m. Of this £0.112m relates to loss of income voids which are currently running at 2.01% void rate compared to 1.75% in the Business Plan. £0.069m relates to garages, £0.068m relates to void water charges. Additional new build rental income projected at £0.060m. The remaining £0.021m is attributed to Minor Variances	
Capital Financing - Loan Charges	9.027	7.916	(1.111)	0.000	Reduction in spend on SHARP Programme has reduced the prudential borrowing required.	
Estate Management	1.846	1.672	(0.174)	(0.166)	Additional expenditure of £0.058m is anticipated during the year in respect of the purchase of software. This is offset by salary efficiencies arising from vacancy savings and the pay award of £0.195m. The remaining £0.037 is minor variances	
Landlord Service Costs	1.434	1.393	(0.041)	(0.011)	There is a saving of £0.041m which relates to servicing costs which are lower due to some Covid restrictions, these offset minor variances of £0.008m	
Repairs & Maintenance	8.907	8.407	(0.500)	(0.487)	Reduction in Materials for Responsive and Voids expenditure due to Covid restrictions (£0.152m). Reduced projection of Responsive sub-contractor spend on basis of Covid restrictions (£0.221m). Staffing Vacancy savings (£0.109m). Overall NI staffing saving (£0.089m). Increased Fleet projection based on Q2 charges £0.074m. Minor variances £0.003m.	
Management & Support Services	2.523	2.547	0.024	(0.004)	There is a pressure projected of £0.024m of this £0.020m relates to salary savings. £0.011m relates to underspend on training due to Covid restrictions. There has been a increase in insurance costs of £0.063m. - £0.008m minor variances.	
Capital Expenditure From Revenue (CERA)	12.928	12.928	0.000	0.000		
HRA Projects	(0.153)	(0.151)	0.002	0.002		
Contribution To / (From) Reserves	0.164	0.164	0.000	0.000		
Total Housing Revenue Account	0.000	(1.590)	(1.590)	(0.460)		

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 9



CABINET

Date of Meeting	Tuesday, 19 th January 2021
Report Subject	Adult Community Learning Partnership
Cabinet Member	Leader of the Council and Cabinet Member for Education
Report Author	Chief Officer (Education and Youth)
Type of Report	Operational

EXECUTIVE SUMMARY

This report is to provide members with an overview of how Adult Community Learning funding is changing in Flintshire. It provides an update on how the Council is looking to ensure best value for adult learners from the increase in allocation of the Community Learning Grant (CLG) for 2020 onwards.

The report is also to seek approval to proceed with the formation of a joint Flintshire and Wrexham Adult Community Learning Partnership that will provide oversight and management of Adult Community Learning (ACL) across both Council areas.

RECOMMENDATIONS

1	That members receive the report on Adult Community Learning funding within Flintshire and acknowledge the increased funding allocation through the Community Learning Grant (CLG) by Welsh Government.
2	That members note the development work with Wrexham Adult Learning Partnership and give approval for Flintshire to proceed with forming a joint Flintshire and Wrexham Adult Community Learning Partnership.

REPORT DETAILS

1.00	EXPLAINING ADULT COMMUNITY LEARNING (ACL)
1.01	<p>Each year, the Welsh Government provides Councils with funding for Adult Community Learning (ACL) for people over 19. The Welsh Government provides guidance on the use of the funding and Councils are required to submit an ACL service delivery plan and a strategic plan to the Welsh Government annually. Councils must demonstrate that they are working in partnership with local providers to deliver adult learning in their area. The Welsh Government analyses and discusses these plans with the Council.</p>
1.02	<p>Flintshire County Council has responsibility for providing oversight of ACL in Flintshire for administering the Community Learning Grant (CLG) and for ensuring that partners effectively collaborate to deliver high quality provision for learners. ACL is regulated by Estyn. The partnership is required to carry out self-evaluation on an annual basis, alongside providing an annual service delivery plan to Welsh Government.</p> <p>The new guidance for the delivery of ACL provision for 20/21 onwards requires a Delivery Plan which outlines all planned CLG funded delivery from 1st September 2020. Welsh Government has worked with councils during the transition period, taking into account the introduction of the new funding model and also the considerable challenges presented by Covid-19. The funding priorities remain aligned to the Adult Learning Policy and are:</p> <ul style="list-style-type: none">• Essential Communication Skills – including English for Speakers of Other Languages (ESOL)• Essential Application of Number Skills• Essential Digital Literacy Skills• Essential Employability Skills <p>Welsh Government expect plans will change and ‘normal’ delivery modified given the unknown impact on delivery of Covid-19 during 2020-2021.</p>
1.03	<p>Welsh Government have brought ACL in line with Further Education monitoring. They expect planned provision to be in accordance with the ‘Post 16 Programmes Directory’ which includes part time vocation and generic programme areas.</p> <p>In planning for provision, it is expected that partnerships should:</p> <ul style="list-style-type: none">• Focus their delivery on the priorities of the Adult Learning policy (Essential Skills, English for Speakers of Other Languages (ESOL) and Digital Literacy);• Support opportunities for learner progression into further or higher provision, or into employment (paid or voluntary), as appropriate – linked to the priorities identified by the regional Skills Partnerships;• Support opportunities for informal learning; and• Support and develop the use of technology in the delivery of blended learning programmes.

1.04	<p>In February 2020, the Welsh Government announced the findings of its review of funding allocations.</p> <p>During the past two years, Welsh Government has been working with the sector to reform Adult Community Learning and to develop a new funding formula that would ensure a fairer allocation of the grant across Wales. Following consultation, Welsh Government has now provided councils with their new funding allocations, introduced in September 2020. This includes a cap at 50% for the period September 2020 to end of March 2021 or £50k, whichever is the greatest, as part of the transitional arrangements.</p> <p>Flintshire’s funding for 2019-2020 was £2,344. This has been the annual allocation since the last review of the CLG. Flintshire has been the joint lowest beneficiary of the grant. Historically this has been used to support and provide access where possible through the Library Service for ESOL Skills Development and Engagement Courses.</p> <p>Flintshire’s total grant allocation for 2020 -2021 is £52,405. It is anticipated that full year funding for 21/22 will be in the region of £216,152.</p>
1.05	<p>Across North Wales, there are two other partnerships that have been established for a number of years, namely Conwy and Denbighshire and Ynys Mon and Gwynedd. Flintshire and Wrexham Councils have operated separate partnerships due to the significant difference to its funding allocations from the Welsh Government (WG) Community Learning Grant (CLG). For example, WCBC’s annual allocation for 19-20 was £96,219 whereas FCC received circa £2,344. For 2021/2022 Flintshire expects to receive a significant increase to £216,152 and Wrexham expects to receive £199,205.</p> <p>This now provides the opportunity to combine both partnerships, which are in the main, made up of the same delivery partners, including Coleg Cambria and Addysg Oedolion Cymru/Adult Learning Wales. The proposal is to form a joint partnership from 1 April 2021 that will provide oversight of quality, curriculum, safeguarding, self-evaluation and outcomes for learners. Both councils will retain responsibility for their Welsh Government Community Learning Grant and will be required to issue separate annual Service Delivery Plans.</p> <p>Welsh Government are supportive of the proposal to combine both Partnerships, as are both ACL partnerships, as this will enable more effective strategic and operational decision-making whilst also maximising the funding for each area.</p> <p>WCBC currently commissions provision via a framework that will be renewed from 1 April 2021, whilst FCC will make its own provision for commissioning. Both councils will work closely to ensure as much alignment as possible.</p>
1.06	<p>In planning for the transition to a new model, a number of options were explored, with the following identified as the preferred option:</p> <ul style="list-style-type: none"> • Merge the Wrexham and Flintshire Adult Community Learning Partnerships, with agreed Terms of Reference to provide governance

	<p>of Adult Community Learning across both counties. Both councils to make separate arrangements for the administration of the CLG in line with Welsh Government priority areas for ACL and its new funding formula.</p> <p>It will be necessary for each council to commission a provider/providers to deliver a comprehensive Adult Community Learning curriculum for both Flintshire and Wrexham learners. Each council will identify a percentage of its respective CLG to be utilised to retain the post of ACL Coordinator who will then support the Partnership, oversee the development of its service delivery plans and self-evaluation reports, monitor the deployment of both CLGs, maintain the ACL Network of Partners, liaise with Welsh Government, ensure the promotion of ACL and identify opportunities for learners.</p>
1.07	<p>The initial plans for bringing together the Flintshire and Wrexham partnership by September 2020 were delayed due to Covid-19. Welsh Government asked both partnerships to focus on continuity of learning and accepted an interim proposal to:</p> <ol style="list-style-type: none"> 1) Submit separate Service Delivery Plans as required by Welsh Government by the end of June 2020. 2) Ensure that all necessary approvals are received from each council for the development of the joint partnership from 1 April 2021. 3) Bring together each ACL Partnership in October 2020 to discuss forming a joint partnership from 1 April 2021, establishing its governance arrangements in advance, to be clearly outlined in its Terms of Reference. 4) Develop a service specification for each council in readiness for tendering for the delivery of ACL provision and implementation of new contracts from 1 April 2021, to include LLWR inputting of data.
1.08	<p>Flintshire County Council is working with the Deeside Community Trust on a collaborative project to design and construct a new Community Hub as part of the regeneration of the Queensferry campus. The new facility will provide much needed community, adult learning and sports facilities.</p> <p>It is proposed that the Trust will assist the ACL partnership in delivering some of its key educational objectives. An element of the CLG funding will be used to commission the Trust to develop and deliver learning opportunities within the local community and help meet the action plan agreed with Welsh Government.</p>

2.00	RESOURCE IMPLICATIONS
2.01	<p>Welsh Government provides councils with funding for ACL and provides guidance on the use of the funding in an annual letter (Adult Community Learning Service Delivery Plans Guidance). Councils are required to submit an ACL service delivery plan and a strategic plan to Welsh</p>

	Government annually. Councils must demonstrate that they are working in partnership with local providers to deliver adult learning in their area. The Welsh Government analyses and discusses these plans with the council.
2.02	<p>The strategic responsibility for ACL provision within Flintshire sits within the Education and Youth Portfolio. There is insufficient funding through the CLG to support a co-ordinator post.</p> <p>The proposal is to use a percentage of the total Flintshire and Wrexham funding in order to facilitate a shared post of ACL Coordinator who will support the development of the ACL Partnership, oversee the development of the Service Delivery Plans and Self-Evaluation Reports, maintain the ACL Network of Partners, liaise with Welsh Government, ensure the promotion of ACL and identify additional opportunities for learners.</p> <p>Shared partnership with Wrexham would enable the continuation of a co-ordinator post across both education authorities. It would also enable Flintshire provision to benefit from Wrexham's established provision. It is anticipated that the current coordinator role, employed via Wrexham County Borough Council, will be reviewed to reflect any changes to the role caused by the development of the Wrexham and Flintshire ACL Partnership.</p>

3.00	IMPACT ASSESSMENT AND RISK MANAGEMENT
3.01	<p>Anti-poverty Impact – Flintshire County Council seeks to mitigate the impact of poverty through its partnership work programme. Adult Community Learning is key to delivering priorities which aim to support the wellbeing and mental health of citizens and to alleviate poverty and inequality.</p> <p>Adult Community Learning supports the Welsh Government's agenda for tackling poverty and its wellbeing agenda set out in the Well Being of Future Generations Act (Wales) (2015), particularly in meeting the needs of older learners.</p> <p>The proposed Adult Community Learning Partnership will contribute to this by supporting Flintshire adult learners to have positive aspirations and to learn and achieve their potential. It will help ensure that specified groups of learners have access to a range of provision that will help them to develop the skills and knowledge to secure a better future for themselves.</p>
3.02	Equalities Impact – The 2019 inspection of Flintshire's education services undertaken by Estyn recognised good practice in provision for pupils' wellbeing and additional learning needs. This continues to be reflected in Flintshire's values, strategy, provision and outcomes.
3.03	Use of the grant funding and quality of provision will be monitored by the Flintshire and Wrexham ACL Partnership and by Welsh Government. Regular update reports will be provided to Education and Youth Portfolio

	and an annual report to the Education, Youth and Culture Overview Scrutiny Committee.
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4.00	CONSULTATIONS REQUIRED/CARRIED OUT
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4.01	Engagement with WG has indicated that they are encouraging partnerships to work more strategically and collaboratively. Members of both partnerships will be fully involved in the development of the joint partnership. Many of the partners already work across both local authorities and this would enable them to make more effective use of their resources as well.
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5.00	APPENDICES
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5.01	Appendix 1 – ACL Partnerships, Role and Remit
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6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
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6.01	The priorities for the delivery of Adult Community Learning are set out in the Welsh Government Adult Learning in Wales (2017) guidance. https://gov.wales/sites/default/files/publications/2018-02/adult-learning-in-wales.pdf
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7.00	CONTACT OFFICER DETAILS
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7.01	Contact Officer: Vicky Barlow, Senior Manager - School Improvement Telephone: 01352 704019 E-mail: vicky.barlow@flintshire.gov.uk
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8.00	GLOSSARY OF TERMS
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8.01	<p>Adult Community Learning (ACL) – non statutory education of people over the age of 19 in adult basic education (literacy and numeracy), digital literacy) and English for Speakers of Other Languages (ESOL).</p> <p>Community Learning Grant CLG) - Welsh Government provides funding each year for the provision of ACL through this grant to local authorities.</p> <p>Lifelong Learning Wales Record (LLWR) - Data for ACL is not collected for overall partnership provision. Data is collected in the Welsh Government’s LLWR database, grouped by provision type.</p>
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Appendix 1

Adult Learning Partnerships ROLE AND REMIT

1. The core membership of each Adult Learning Strategic Partnership should be represented by:
 - FE Institutions
 - Local Authorities
 - HE Institutions
 - Third Sector

The membership should be extended to include other key stakeholders according to local needs. Partnerships will have responsibility for planning community-based adult learning provision, funded by the Welsh Government, in a particular geographical area.

2. Each Partnership should ensure that there is a comprehensive range of provision across the region, which meets the priorities outlined within the *Adult Learning in Wales* policy statement. In addition, they will be required to respond to the priorities identified by their overarching Regional Skills Partnerships for part-time adult learners.
3. Funding and planning responsibilities will continue to fall to individual providers, but they will be expected to demonstrate that they are working collaboratively to plan and deliver community-based adult learning.
4. Partnerships should form within an over-arching regional area (where possible corresponding to RSP areas) and share information and plans on a wider scale to support learners across the region. Suggested partnerships would sit under the following structure:

North Wales

- a. Gwynedd, Anglesey, GLLM, ALW
- b. Denbighshire and Conwy, GLLM, ALW
- c. Flintshire and Wrexham, Coleg Cambria, ALW

Growing Mid Wales

- a. NPTC Grŵp/Powys, Sir Gar/Ceredigion (to be agreed), ALW

South West

- a. Pembrokeshire/ Pembs College (to be agreed), ALW
- b. Swansea, Gower, NPTC Grŵp and NPT, ALW

South East and South Central

- a. Cardiff Learning Partnership, ALW
- b. Five Counties, ALW
- c. Merthyr Tydfil, RCT, Bridgend (to be agreed), ALW

5. In planning their provision Adult Learning Partnerships should:
 - Focus their delivery on the priorities of the Adult Learning policy (Essential Skills, English for Speakers of Other Languages (ESOL) and Digital Literacy);
 - Support opportunities for learner progression into further or higher provision, or into employment (paid or voluntary), as appropriate – linked to the priorities identified by the regional Skills Partnerships;
 - Support opportunities for informal learning; and

- Support and develop the use of technology in the delivery of blended learning programmes.
6. Partnerships should undertake the following functions:
- Develop and agree a **Service Level Agreement** for the collation and submission of part time learning programmes and enrolments as specified by Welsh Government;
 - **Develop and implement strategic and operational plans** for the region;
 - **Work with the Regional Skills Partnerships** – both in responding to the priorities identified by the RSPs and to feed into their priorities and to ensure that recommendations which are based on LMI and other relevant evidence bases take into account the needs of learners within community-based provision;
 - **Work with partners across the local community** to identify learners and specific learning needs and priorities – and feed this back to both the Adult Learning Network and the RSPs;
 - **Monitor current delivery** and respond to capacity issues within the provider network, including training and development needs for adult learning practitioners;
 - **Share learners across provision** where appropriate to ensure provision is focused on the needs of the learner;
 - **Enhance Welsh medium and bilingual learning**, including working strategically with Welsh for Adults centres; and
 - **Effectively market adult learning opportunities**, building strategic links with other relevant fora, including other Adult Learning Strategic Partnerships and Regional Skills Partnerships etc.
 - **Ensure the provision of adequate advice and guidance** for existing and potential learners.

Eitem ar gyfer y Rhaglen 10

EXERCISE OF DELEGATED POWERS - DECISIONS TAKEN REPORTED TO CABINET – 19.01.21

Streetscene and Transportation

- **Football Pitch Booking Fees Seasons 2019/20 and 2020/21**

The fees and charges levied for the use of Football pitches on public accessible sites across Flintshire will need to be reviewed in light of the restriction placed on Football Clubs due to the response to the Covid-19 global pandemic. These restrictions have prohibited Clubs from training or playing since March 2020, which will mean that their ability to make use of facilities and generate income to pay such fees would be significantly limited.

Fees are usually collected in August each year before the start of each season, but due to the restrictions in place at that time, and enquiries from the clubs about the lack of use during restrictions, bookings were accepted but invoices have not been issued until more information was available about how Welsh Football Association (WFA) were going to advise on moving grass roots football forward. Junior Cup matches restarted on 28th November 2020. There are two considerations for Flintshire:

- 1 To provide a rebate to clubs for the period of non-use at the end of the 2019/20 season
- 2 To reduce the charge for the 2020/21 season to take into account the reduced period of availability.

- **Street Works Fees and Charges for 2021/22**

The fees and charges levied for various licenses and applications issues within Street Works have been received and the proposed charges for 2021/22 are set out in the table below:-

All the new charges are to take effect from the 1st April 2021.

Description	Current Charge	Revised Charge from 01.04.2021
Section 50 licence	£551	£562
Emergency road closure	£809	£825
Temporary traffic order	£1967	£2006
Switching off of traffic lights	£132 (working day) and £197 (out of hours)	£134 (working day) and £200 (out of hours)
Bus stop closure	£132 (working day) and £197 (out of hours)	£134 (working day) and £200 (out of hours)

Governance

- **Introduction of Weekly Direct Debit Payments for Business Rates and Four Weekly Direct Debit Option for Council Tax Payers**

The Council currently provides flexible options for households to pay their Council Tax bill via weekly, monthly, half yearly or as a one off payment. That will be extended to also permit payment 4 weekly by direct debit.

The Council also provides businesses with the option to pay their Business Rates bill either monthly, half yearly or as a one off payment. That will be extended to allow businesses to pay weekly or direct debit. These changes are a response to customer feedback.

Housing and Assets

- **Mynydd Isa Scout Hut, Snowdon Avenue, Bryn Y Ball, Near Mold**

The transfer of Mynydd Isa Scout Hut and land, Snowdon Avenue, Bryn Y Baal, Near Mold.

Education and Youth

- **Local Authority appointed school governors**

Appointment of Local Authority Governor (s) representatives on school governing bodies in accordance with The Government of Maintained Schools (Wales) Regulations 2005

Copies of the Delegated Powers reports are retained by the Team Leader – Committee Services.

**FLINTSHIRE COUNTY COUNCIL FORWARD WORK PROGRAMME ITEMS
COUNCIL, CABINET, AUDIT AND GOVERNANCE & SCRUTINY
1 January 2021 TO 30 June 2021**

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
January					
Environment & Economy Overview & Scrutiny Committee	12/01/21	Streetscene and Transportation	Flintshire County Council Response to WG Transport Strategy Consultation To seek Scrutiny comment on Flintshire County Council's response to Welsh Government's Transport Strategy.	Strategic	Deputy Leader of the Council and Cabinet Member for Streetscene and Countryside
Environment & Economy Overview & Scrutiny Committee	12/01/21	Overview and Scrutiny	Forward Work Programme and Action Tracking To consider the Forward Work Programme of the Environment & Economy Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	

Pudalen 205

Atodiad i'r Rhaglen

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Corporate Resources Overview & Scrutiny Committee	14/01/21	Overview and Scrutiny	Action Tracking To inform the Committee of progress against actions from previous meetings	Operational	
Corporate Resources Overview & Scrutiny Committee	14/01/21	Overview and Scrutiny	Forward Work Programme To consider the Forward Work Programme of the Corporate Resources O & S Committee	Operational	
Corporate Resources Overview & Scrutiny Committee	14/01/21	Finance	Revenue budget monitoring 2020/21 (month 8) To provide members with the latest budget monitoring position for 2020/21 on the Revenue Budget as at Month 8	Operational	Cabinet Member for Finance
Corporate Resources Overview & Scrutiny Committee	14/01/21	People and Resources	Employment & Workforce update to include Absence trends and analysis for Quarters 1 & 2 This report covers strategic updates in addition to the quarterly workforce statistics and their analysis.	Operational	Cabinet Member for Corporate Management and Assets

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Cabinet	19/01/21	Chief Executive's	Council Plan 2021/22 To present the draft Council Plan Part 1 prior to consideration by the Overview and Scrutiny Committees.	Strategic	Leader of the Council and Cabinet Member for Education
Cabinet	19/01/21	Education and Youth	Childcare Offer Programme To seek approval to enter into a contract for the construction phase of the Childcare Offer Programme.	Operational	Leader of the Council and Cabinet Member for Education, Cabinet Member for Social Services
Cabinet	19/01/21	Education and Youth	Adult Community Learning Partnership To seek approval to proceed with forming a joint Wrexham and Flintshire Adult Community Learning Partnership that will provide oversight and management of Adult Community Learning (ACL) for both counties.	Operational	Leader of the Council and Cabinet Member for Education

Tudalen 207

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Cabinet	19/01/21	Chief Executive's	<p>Council Fund Revenue Budget 2021/22 To provide an update on the latest position for the Council Fund Revenue Budget 2021/22 following receipt of the Welsh Local Government Provisional Settlement in December.</p>	Operational	Cabinet Member for Finance
Cabinet	19/01/21	Chief Executive's	<p>Revenue Budget Monitoring 2020/21 (Month 8) This regular monthly report provides the latest revenue budget monitoring position for 2020/21 for the Council Fund and the Housing Revenue Account. The position is based on actual income and expenditure as at Month 8 and projects forward to the year-end.</p>	Operational	Cabinet Member for Finance
Cabinet	19/01/21	Streetscene and Transportation	<p>The Welsh Government Bus Emergency Scheme To seek approval to support Welsh Government's alternative funding mechanism for public bus services in Wales.</p>	Strategic	Deputy Leader of the Council and Cabinet Member for Streetscene and Countryside

Tuesday 208

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Cabinet	19/01/21	Streetscene and Transportation	Flintshire County Council Response to Welsh Government Transport Strategy Consultation To seek approval for Flintshire County Council's response to Welsh Government's Transport Strategy Consultation.	Strategic	Deputy Leader of the Council and Cabinet Member for Streetscene and Countryside
Cabinet	19/01/21	Chief Executive's	Aura – Renewal of Service Contract To seek approval for an extension of the service contract with Aura for the provision of leisure, libraries and cultural services.	Operational	Leader of the Council and Cabinet Member for Education
Cabinet	19/01/21	Housing and Assets	Acquisition and development of In House Residential Care provision for Children To support the purchase of three properties in Mold to enable the development of a Residential Care Home for Children.	Operational	Cabinet Member for Corporate Management and Assets

Tudalen 209

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Cabinet	19/01/21	Housing and Assets	Empty Homes Purchase To seek urgent approval for the purchase of up to 10 units of accommodation to be taken into the Councils Social Housing Stock, and managed as “temporary accommodation” by the Homeless Team	Operational	Cabinet Member for Housing
Community, Housing & Assets Overview & Scrutiny Committee	20/01/21	Chief Executive's	Council Plan 2020/21 To consider the proposed Council Plan for 2020/21 with specific focus on the Committee’s respective portfolio(s).	Strategic	Leader of the Council and Cabinet Member for Education
Community, Housing & Assets Overview & Scrutiny Committee	20/01/21	Housing and Assets	Welsh Government consultation on the proposed Housing Revenue Manual To seek feedback from Scrutiny on the HRA Manual so as to inform our consultation response to Welsh Government.	Operational	Cabinet Member for Housing

Tuesday 20/01/21

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Community, Housing & Assets Overview & Scrutiny Committee	20/01/21	Housing and Assets	NEW Homes Business Plan To consider the NEW Homes Business Plan.	Operational	Cabinet Member for Housing
Community, Housing & Assets Overview & Scrutiny Committee	20/01/21	Housing and Assets	Housing Strategy Update To provide an update on the Housing Strategy.	Operational	Cabinet Member for Housing
Community, Housing & Assets Overview & Scrutiny Committee	20/01/21	Housing and Assets	Housing Revenue Account (HRA) To consider the proposed Housing Revenue Account (HRA) Budget for 2020/21 and the HRA Business Plan.	Strategic	Cabinet Member for Housing
Community, Housing & Assets Overview & Scrutiny Committee	20/01/21	Housing and Assets	Strategic Housing and Regeneration Programme (SHARP) Update Report To update Scrutiny on progress of the Council's SHARP housebuilding programme to date.	Strategic	Cabinet Member for Housing

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Community, Housing & Assets Overview & Scrutiny Committee	20/01/21	Overview and Scrutiny	Forward Work Programme and Action Tracking To consider the Forward Work Programme of the Community Housing & Assets Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	
Social & Health Care Overview & Scrutiny Committee	21/01/21	Chief Executive's	Council Plan 2020/21 To consider the proposed Council Plan for 2020/21 with specific focus on the Committee's respective portfolio(s).	Strategic	Leader of the Council and Cabinet Member for Education
Social & Health Care Overview & Scrutiny Committee	21/01/21	Overview and Scrutiny	Forward Work Programme and Action Tracking To consider the Forward Work Programme of the Social & Health Care Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous	Operational	Cabinet Member for Social Services

Tuesdays 21/2

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Social & Health Care Overview & Scrutiny Committee	21/01/21	Social Services	Marleyfield House update To receive a progress report	Operational	Cabinet Member for Social Services
Social & Health Care Overview & Scrutiny Committee	21/01/21	Social Services	Plas yr Ywen (Holywell Extra Care) To receive a progress report	Operational	Cabinet Member for Social Services
Social & Health Care Overview & Scrutiny Committee	21/01/21	Social Services	Young Carers – NEWCIS Contract To scrutinise performance and outcomes being delivered for Young Carers through a new contract and service model with NEWCIS.	Operational	
Wiltshire County Council	26/01/21	Governance	Local Government & Elections (Wales) Bill To present an update on the Local Government & Elections Bill		

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Flintshire County Council	26/01/21	Governance	Recruitment of a Lay Member to the Audit Committee To approve the recruitment process of a Lay Member to the Audit Committee as required by the Local Government and Elections (Wales) Bill		
Flintshire County Council	26/01/21	Planning, Environment and Economy	Flintshire Local Development Plan (LDP) Examination in Public Delegated Authority for Officers To seek Member's views on, and agreement for a proposed scheme of delegation for officers to act on behalf of the Council should the Inspector propose changes arising out of the examination of the soundness of any aspect of the LDP during Examination hearing sessions.		
Flintshire County Council	26/01/21	Chief Executive's	Treasury Management Mid-Year Review To present to members the draft Treasury Management Mid-Year Review for 2020/21		

Tuesday 214

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Flintshire County Council	26/01/21	Governance	Recruitment of Independent Members to the Standards Committee To agree the timetable and process for recruiting Independent Members to the Committee		
Audit Committee	27/01/21	Chief Executive's	Audit Wales - Annual Audit Summary 2020 To receive the Annual Improvement Report from the Auditor General for Wales and note the Council's response.	Strategic	Cabinet Member for Corporate Management and Assets
Audit Committee	27/01/21	Finance	Treasury Management Strategy 2021/22 and Treasury Management Quarter 3 Update 2020/21 To recommend to Cabinet and Council the 2021/22 Treasury Management Strategy, 2019/20-2021/22 Treasury Management Policy, Practices and Schedules. Quarterly update on matters relating to the Council's Treasury Management Policy, Strategy and Practices 2020/21.	Operational	Cabinet Member for Finance

Tudalen 215

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Audit Committee	27/01/21	Governance	Code of Corporate Governance To endorse the review of the Code of Corporate Governance.	All Report Types	Cabinet Member for Corporate Management and Assets
Audit Committee	27/01/21	Governance	Local Government & Elections (Wales) Bill To present an update on the Local Government & Elections Bill.	All Report Types	Cabinet Member for Corporate Management and Assets
Audit Committee	27/01/21	Governance	Internal Audit Charter To outline to Members the updated Internal Audit Charter	All Report Types	Cabinet Member for Corporate Management and Assets
Audit Committee	27/01/21	Governance	Internal Audit Progress Report To present to the Committee an update on the progress of the Internal Audit Department.	All Report Types	Cabinet Member for Corporate Management and Assets
Audit Committee	27/01/21	Governance	Audit Committee Action Tracking To inform the Committee of the actions resulting from points raised at previous Audit Committee meetings.	All Report Types	Cabinet Member for Corporate Management and Assets

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Audit Committee	27/01/21	Governance	Forward Work Programme To consider the Forward Work Programme of the Internal Audit Department.	All Report Types	Cabinet Member for Corporate Management and Assets
Education, Youth & Culture Overview & Scrutiny Committee	28/01/21	Chief Executive's	Council Plan 2020/21 To consider the proposed Council Plan for 2020/21 with specific focus on the Committee's respective portfolio(s).	Strategic	Leader of the Council and Cabinet Member for Education
Education, Youth & Culture Overview & Scrutiny Committee	28/01/21	Education and Youth	School Modernisation Update To provide Members with an update on the School Modernisation Programme	Operational	Leader of the Council and Cabinet Member for Education
Education, Youth & Culture Overview & Scrutiny Committee	28/01/21	Overview and Scrutiny	Forward Work Programme and Action Tracking To consider the Forward Work Programme of the Education Youth & Culture Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Leader of the Council and Cabinet Member for Education
February					

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Environment & Economy Overview & Scrutiny Committee	9/02/21	Streetscene and Transportation	Fleet Electrification To consider proposals for fleet electrification.	Operational	Deputy Leader of the Council and Cabinet Member for Streetscene and Countryside
Environment & Economy Overview & Scrutiny Committee	9/02/21	Chief Executive's	Council Plan 2020/21 To consider the proposed Council Plan for 2020/21 with specific focus on the Committee's respective portfolio(s).	Strategic	Leader of the Council and Cabinet Member for Education
Environment & Economy Overview & Scrutiny Committee	9/02/21	Overview and Scrutiny	Forward Work Programme and Action Tracking To consider the Forward Work Programme of the Environment & Economy Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Deputy Leader of the Council and Cabinet Member for Streetscene and Countryside
Environment & Economy Overview & Scrutiny Committee	9/02/21	Streetscene and Transportation	Borderlands Line Train Services – Additional Services and Potential Impact on Stops To receive a progress report on developments.	Operational	Deputy Leader of the Council and Cabinet Member for Streetscene and Countryside

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Environment & Economy Overview & Scrutiny Committee	9/02/21	Planning, Environment and Economy	Ash Dieback surveys update To receive a progress report	Operational	Cabinet Member for Planning and Public Protection
Environment & Economy Overview & Scrutiny Committee	9/02/21	Planning, Environment and Economy	Planning Enforcement To receive a progress report	Operational	Cabinet Member for Planning and Public Protection
Corporate Resources Overview & Scrutiny Committee	11/02/21	Overview and Scrutiny	Forward Work Programme To consider the Forward Work Programme of the Corporate Resources O & S Committee	Operational	Cabinet Member for Corporate Management and Assets
Corporate Resources Overview & Scrutiny Committee	11/02/21	Overview and Scrutiny	Action Tracking To inform the Committee of progress against actions from previous meetings	Operational	Cabinet Member for Corporate Management and Assets

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Corporate Resources Overview & Scrutiny Committee	11/02/21	Finance	Council Fund Revenue Budget 2021/22 To provide an update on the latest position for the Council Fund Revenue Budget 2021/22 following receipt of the Welsh Local Government Provisional Settlement in December.	Operational	Cabinet Member for Finance
Corporate Resources Overview & Scrutiny Committee	11/02/21	Planning, Environment and Economy	Community Safety Partnership Annual Report To receive the Community Safety Partnership Annual Report.	Operational	Cabinet Member for Planning and Public Protection
Corporate Resources Overview & Scrutiny Committee	11/02/21	Finance	Revenue budget monitoring 2020/21 (month 9) To provide members with the latest budget monitoring position for 2020/21 on the Revenue Budget as at Month 9.	Operational	Cabinet Member for Finance
Community, Housing & Assets Overview & Scrutiny Committee	23/02/21	Housing and Assets	Flintshire Food Enterprise and the Food Poverty Response To outline the work of the Flintshire Food Enterprise and its response to Food Poverty.	Operational	Cabinet Member for Housing

Tuesday 22/02/2021

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Flintshire County Council	25/02/21	Governance	Council Tax setting for 2021/22 To set the Council Tax charges for 2021-22 as part of the Councils wider budget strategy.		
March					
Social & Health Care Overview & Scrutiny Committee	4/03/21	Social Services	Arosfa update To receive a progress report.	Operational	Cabinet Member for Social Services
Social & Health Care Overview & Scrutiny Committee	4/03/21	Overview and Scrutiny	Forward Work Programme and Action Tracking To consider the Forward Work Programme of the Social & Health Care Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Cabinet Member for Social Services

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Environment & Economy Overview & Scrutiny Committee	9/03/21	Overview and Scrutiny	Forward Work Programme and Action Tracking To consider the Forward Work Programme of the Environment & Economy Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Deputy Leader of the Council and Cabinet Member for Streetscene and Countryside
Environment & Economy Overview & Scrutiny Committee	9/03/21	Streetscene and Transportation	Provision of electric car charging points across Flintshire To consider the current provision across Flintshire for residents, workers and visitors.	Operational	Deputy Leader of the Council and Cabinet Member for Streetscene and Countryside
Environment & Economy Overview & Scrutiny Committee	9/03/21	Streetscene and Transportation	Recyclable materials income/increased expenditure on disposal of residual waste To receive a progress report	Operational	Deputy Leader of the Council and Cabinet Member for Streetscene and Countryside
Environment & Economy Overview & Scrutiny Committee	9/03/21	Planning, Environment and Economy	Regeneration of Town Centres To receive a progress report	Operational	Cabinet Member for Economic Development

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COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Community, Housing & Assets Overview & Scrutiny Committee	10/03/21	Overview and Scrutiny	Forward Work Programme and Action Tracking To consider the Forward Work Programme of the Community Housing & Assets Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Cabinet Member for Housing
Community, Housing & Assets Overview & Scrutiny Committee	10/03/21	Housing and Assets	Disabled Facilities Grant (DFG) To provide an update on the ongoing work to improve the service	Operational	Cabinet Member for Housing
Community, Housing & Assets Overview & Scrutiny Committee	10/03/21	Housing and Assets	Regeneration of Existing Stock To outline the work being undertaken in regenerating the Council's existing housing stock	Operational	Cabinet Member for Housing
Community, Housing & Assets Overview & Scrutiny Committee	10/03/21	Housing and Assets	Homelessness To provide an update on the work undertaken to prevent homelessness across Flintshire.	Operational	Cabinet Member for Housing

10/03/2021

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Community, Housing & Assets Overview & Scrutiny Committee Tudalen 224	10/03/21	Housing and Assets	Housing Repairs Service procurement of a Dynamic Resource Scheduling System and Review of the Team Leader Job Profile To discuss the option of the purchase and implementation of a mobile Housing Repairs solution incorporating a repairs module, associated licences and Dynamic Resource Scheduler (DRS).	Operational	Cabinet Member for Housing
Corporate Resources Overview & Scrutiny Committee	11/03/21	Overview and Scrutiny	Forward Work Programme To consider the Forward Work Programme of the Corporate Resources O & S Committee	Operational	Cabinet Member for Corporate Management and Assets
Corporate Resources Overview & Scrutiny Committee	11/03/21	Overview and Scrutiny	Action Tracking To inform the Committee of progress against actions from previous meetings	Operational	Cabinet Member for Corporate Management and Assets

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Corporate Resources Overview & Scrutiny Committee	11/03/21	Finance	Revenue budget monitoring 2020/21 (month 10) To provide members with the latest budget monitoring position for 2020/21 on the Revenue Budget as at Month 10.	Operational	Cabinet Member for Finance
Corporate Resources Overview & Scrutiny Committee	11/03/21	Chief Executive's	Member Communication and Case Management Support update To provide an update on Member Communication and Case Management Support.	Operational	Cabinet Member for Corporate Management and Assets
Corporate Resources Overview & Scrutiny Committee	11/03/21	Governance	Review of the Corporate Complaints Policy To provide an update on the review of the Corporate Complaints Policy	Operational	Cabinet Member for Corporate Management and Assets
Cabinet	16/03/21	Education and Youth	School Admission Arrangements 2022/23 To advise on the outcome of the statutory consultation exercise on the admission arrangements for September 2022 and to recommend approval.	Operational	Leader of the Council and Cabinet Member for Education

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Education, Youth & Culture Overview & Scrutiny Committee	18/03/21	Overview and Scrutiny	Forward Work Programme and Action Tracking To consider the Forward Work Programme of the Education Youth & Culture Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Leader of the Council and Cabinet Member for Education
Education, Youth & Culture Overview & Scrutiny Committee	18/03/21	Education and Youth	Community Asset Transfer Update To provide an update on the impact the emergency situation has had on the Business Plan for Holywell Leisure Centre and Cambrian Aquatics	Operational	Leader of the Council and Cabinet Member for Education
Education, Youth & Culture Overview & Scrutiny Committee	18/03/21	Education and Youth	Self-Evaluation of Education Services 2019 – 2021 To update Members on overall service performance over the last two years	Operational	Leader of the Council and Cabinet Member for Education
Audit Committee	24/03/21	Chief Executive's	External Regulation Assurance To endorse the summary of all external regulatory reports received during 2019/20 along with the Council's responses.	Operational	Cabinet Member for Corporate Management and Assets

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COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Audit Committee	24/03/21	Governance	Internal Audit Progress Report To present to the Committee an update on the progress of the Internal Audit Department.	All Report Types	Cabinet Member for Corporate Management and Assets
Audit Committee	24/03/21	Governance	Audit Committee Action Tracking To inform the Committee of the actions resulting from points raised at previous Audit Committee meetings.	All Report Types	Cabinet Member for Corporate Management and Assets
Audit Committee	24/03/21	Governance	Forward Work Programme To consider the Forward Work Programme of the Internal Audit Department.	All Report Types	Cabinet Member for Corporate Management and Assets
Tudalen 27 April					
Environment & Economy Overview & Scrutiny Committee	13/04/21	Overview and Scrutiny	Forward Work Programme and Action Tracking To consider the Forward Work Programme of the Environment & Economy Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Deputy Leader of the Council and Cabinet Member for Streetscene and Countryside

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Corporate Resources Overview & Scrutiny Committee	15/04/21	Overview and Scrutiny	Action Tracking To inform the Committee of progress against actions from previous meetings	Operational	Cabinet Member for Corporate Management and Assets
Corporate Resources Overview & Scrutiny Committee	15/04/21	Overview and Scrutiny	Forward Work Programme To consider the Forward Work Programme of the Corporate Resources O & S Committee	Operational	Cabinet Member for Corporate Management and Assets
Social & Health Care Overview & Scrutiny Committee	15/04/21	Overview and Scrutiny	Forward Work Programme and Action Tracking To consider the Forward Work Programme of the Social & Health Care Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Cabinet Member for Social Services
Education, Youth & Culture Overview & Scrutiny Committee	29/04/21	Overview and Scrutiny	Forward Work Programme and Action Tracking To consider the Forward Work Programme of the Education Youth & Culture Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Leader of the Council and Cabinet Member for Education

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
May					
Environment & Economy Overview & Scrutiny Committee	12/05/21	Overview and Scrutiny	Forward Work Programme and Action Tracking To consider the Forward Work Programme of the Environment & Economy Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Deputy Leader of the Council and Cabinet Member for Streetscene and Countryside
Corporate Resources Overview & Scrutiny Committee	13/05/21	Overview and Scrutiny	Action Tracking To inform the Committee of progress against actions from previous meetings	Operational	Cabinet Member for Corporate Management and Assets
Corporate Resources Overview & Scrutiny Committee	13/05/21	Overview and Scrutiny	Forward Work Programme To consider the Forward Work Programme of the Corporate Resources O & S Committee	Operational	Cabinet Member for Corporate Management and Assets
Corporate Resources Overview & Scrutiny Committee	13/05/21	Overview and Scrutiny	Action Tracking To inform the Committee of progress against actions from previous meetings	Operational	Cabinet Member for Corporate Management and Assets

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COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Social & Health Care Overview & Scrutiny Committee	27/05/21	Overview and Scrutiny	Forward Work Programme and Action Tracking To consider the Forward Work Programme of the Social & Health Care Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Cabinet Member for Social Services
Audit Committee	2/06/21	Governance	Internal Audit Progress Report To present to the Committee an update on the progress of the Internal Audit Department.	All Report Types	Cabinet Member for Corporate Management and Assets
Audit Committee	2/06/21	Governance	Audit Committee Action Tracking To inform the Committee of the actions resulting from points raised at previous Audit Committee meetings.	All Report Types	Cabinet Member for Corporate Management and Assets
Audit Committee	2/06/21	Governance	Forward Work Programme To consider the Forward Work Programme of the Internal Audit Department.	All Report Types	Cabinet Member for Corporate Management and Assets

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June

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Environment & Economy Overview & Scrutiny Committee	8/06/21	Overview and Scrutiny	Forward Work Programme and Action Tracking To consider the Forward Work Programme of the Environment & Economy Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Deputy Leader of the Council and Cabinet Member for Streetscene and Countryside
Community, Housing & Assets Overview & Scrutiny Committee	16/06/21	Overview and Scrutiny	Forward Work Programme and Action Tracking To consider the Forward Work Programme of the Community Housing & Assets Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Cabinet Member for Housing
Corporate Resources Overview & Scrutiny Committee	10/06/21	Overview and Scrutiny	Forward Work Programme To consider the Forward Work Programme of the Corporate Resources O & S Committee	Operational	Cabinet Member for Corporate Management and Assets

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COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Corporate Resources Overview & Scrutiny Committee	10/06/21	Overview and Scrutiny	Action Tracking To inform the Committee of progress against actions from previous meetings	Operational	Cabinet Member for Corporate Management and Assets

Eitem ar gyfer y Rhaglen 11

Yn rhinwedd paragraff(au) 14 of Part 4 of Schedule 12A
o Ddeddf Llywodraeth Leol 1972.

Dogfen Gyfyngedig - Ni ddylid ei chyhoeddi

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 12

Yn rhinwedd paragraff(au) 14 of Part 4 of Schedule 12A
o Ddeddf Llywodraeth Leol 1972.

Dogfen Gyfyngedig - Ni ddylid ei chyhoeddi

Mae'r dudalen hon yn wag yn bwrpasol

Yn rhinwedd paragraff(au) 14 of Part 4 of Schedule 12A
o Ddeddf Llywodraeth Leol 1972.

Dogfen Gyfyngedig - Ni ddylid ei chyhoeddi

Mae'r dudalen hon yn wag yn bwrpasol

Yn rhinwedd paragraff(au) 14 of Part 4 of Schedule 12A
o Ddeddf Llywodraeth Leol 1972.

Dogfen Gyfyngedig - Ni ddylid ei chyhoeddi

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 13

Yn rhinwedd paragraff(au) 14 of Part 4 of Schedule 12A
o Ddeddf Llywodraeth Leol 1972.

Dogfen Gyfyngedig - Ni ddylid ei chyhoeddi

Mae'r dudalen hon yn wag yn bwrpasol

Yn rhinwedd paragraff(au) 14 of Part 4 of Schedule 12A
o Ddeddf Llywodraeth Leol 1972.

Dogfen Gyfyngedig - Ni ddylid ei chyhoeddi

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 14

Yn rhinwedd paragraff(au) 14 of Part 4 of Schedule 12A
o Ddeddf Llywodraeth Leol 1972.

Dogfen Gyfyngedig - Ni ddylid ei chyhoeddi

Mae'r dudalen hon yn wag yn bwrpasol