

Public Document Pack

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Head of Legal and Democratic Services
Pennaeth Gwasanaethau Cyfreithiol a Democraidaidd



To: Cllr Aaron Shotton (Leader)

CS/NG

Councillors: Bernie Attridge, Chris Bithell,
Helen Brown, Derek Butler, Christine Jones,
Kevin Jones and Billy Mullin

12 March 2014

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Dear Sir / Madam

A meeting of the **CABINET** will be held in the **CLWYD COMMITTEE ROOM, COUNTY HALL, MOLD CH7 6NA** on **TUESDAY, 18TH MARCH, 2014** at **9.30 AM** to consider the following items.

Yours faithfully

Democracy & Governance Manager

AGENDA

1 **APOLOGIES**

2 **DECLARATIONS OF INTEREST**

3 **MINUTES** (Pages 1 - 14)

To confirm as a correct record the minutes of the meeting held on 18 February 2014.

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The Council welcomes correspondence in Welsh or English
Mae'r Cyngor yn croesawau gohebiaeth yn y Cymraeg neu'r Saesneg

TO CONSIDER THE FOLLOWING REPORTS

STRATEGIC REPORTS

- 4 **IMPROVEMENT PLAN QUARTERLY MONITORING** (Pages 15 - 92)

Report of Chief Executive - Cabinet Member for Corporate Management

- 5 **SETTING UP OF A JOINT COMMITTEE FOR THE CLWYDIAN AREA OF OUTSTANDING NATURAL BEAUTY** (Pages 93 - 146)

Report of Director of Environment - Deputy Leader of the Council and Cabinet Member for Environment

- 6 **RESPONSES TO THE CONSULTATIONS ON 6TH FORM PROVISION AT ST RICHARD GWYN CATHOLIC HIGH SCHOOL AND FLINT HIGH SCHOOL** (Pages 147 - 156)

Report of Director of Lifelong Learning - Cabinet Member for Education

- 7 **CLWYD PENSION FUND - FUNDING STRATEGY STATEMENT AND IMPACT FOR FLINTSHIRE COUNTY COUNCIL** (Pages 157 - 160)

Report of Head of Finance (Treasurer and Administrator to the Fund) - Leader of the Council and Cabinet Member for Finance

- 8 **WELFARE REFORM UPDATE** (Pages 161 - 168)

Report of Head of Finance, Head of Housing - Cabinet Member for Corporate Management

OPERATIONAL REPORTS

- 9 **UNIVERSAL CREDIT DELIVERY PARTNERSHIP AGREEMENT** (Pages 169 - 172)

Report of Head of Finance - Cabinet Member for Corporate Management

- 10 **REVENUE BUDGET MONITORING 2013/14 (MONTH 9)** (Pages 173 - 214)

Report of Head of Finance - Leader of the Council and Cabinet Member for Finance

- 11 **CAPITAL PROGRAMME 2013/14 (MONTH 9)** (Pages 215 - 232)

Report of Head of Finance - Leader of the Council and Cabinet Member for Finance
- 12 **CHANGES TO THE WORKFORCE ESTABLISHMENT** (Pages 233 - 236)

Report of Head of Legal and Democratic Services - Cabinet Member for Corporate Management
- 13 **FLYING START UPDATE** (Pages 237 - 264)

Report of Director of Community Services - Cabinet Member for Social Services
- 14 **SCHOOL ADMISSION ARRANGEMENTS 2015** (Pages 265 - 278)

Report of Director of Lifelong Learning - Cabinet Member for Education
- 15 **OUTCOME OF CONSULTATION OF LOWERING THE AGE RANGE OF QUEENSFERRY PRIMARY SCHOOL FROM 4-11 TO 3-11** (Pages 279 - 284)

Report of Director of Lifelong Learning - Cabinet Member for Education
- 16 **EXERCISE OF DELEGATED POWERS** (Pages 285 - 288)

Report of the Chief Executive enclosed.

FORWARD WORK PROGRAMME - COUNTY COUNCIL, CABINET, AUDIT AND OVERVIEW & SCRUTINY - FOR INFORMATION

The following items were listed on the Forward Plan for this meeting but are not being submitted for the reasons stated:

- **Annual Improvement Report from Wales Audit Office**
Deferred to April - Report not yet received from Wales Audit Office
- **Single Integrated Plan 2012-2017**
Deferred to April - Plan to be approved by Local Service Board prior to publication
- **ICT Strategy Update**
Deferred to April
- **Update on Collaborative Procurement Projects**
Deferred to May
- **Business Rate Debt – Write Off**
Deferred to April when a combined write off report will be submitted
- **Agricultural Estate Management**
To be considered under delegated authority

STRATEGIC PROJECTS - AGENDA ITEM NUMBERS 17, 18, 19 AND 20

17 **NORTH WALES RESIDUAL WASTE TREATMENT PROJECT – OVERVIEW REPORT** (Pages 317 - 326)

Report of Chief Executive, Director of Environment, Head of Legal and Democratic Services, Head of Finance - Cabinet Member for Waste Strategy, Public Protection and Leisure

18 **NORTH WALES RESIDUAL WASTE PROJECT - ANNUAL BUDGET** (Pages 327 - 334)

Report of Chief Executive, Director of Environment, Head of Legal and Democratic Services, Head of Finance - Cabinet Member for Waste Strategy, Public Protection and Leisure

19 **NORTH WALES RESIDUAL WASTE TREATMENT PROJECT - 2ND INTER AUTHORITY AGREEMENT** (Pages 335 - 420)

Report of Chief Executive, Director of Environment, Head of Legal and Democratic Services, Head of Finance - Cabinet Member for Waste Strategy, Public Protection and Leisure

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

STRATEGIC

The following item is considered to be exempt by virtue of Paragraph(s) 14 of Part 1 of Schedule 12A of the Local Government Act 1972 (as amended).

The contract process is still underway and would be prejudiced by making public at this stage

20 **NORTH WALES RESIDUAL WASTE TREATMENT PROJECT -
APPOINTMENT OF PREFERRED BIDDER** (Pages 421 - 470)

Report of Chief Executive, Director of Environment, Head of Legal and Democratic Services, Head of Finance - Cabinet Member for Waste Strategy, Public Protection and Leisure

The following item is considered to be exempt by virtue of Paragraph(s) 14, 16 of Part 1 of Schedule 12A of the Local Government Act 1972 (as amended).

It is not in the public interest for the exempt information in the report to be made public as to do so could prejudice the proposal.

21 **EXTRA CARE DEVELOPMENT UPDATE** (Pages 471 - 484)

Report of Director of Community Services - Cabinet Member for Social Services

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CABINET **18 FEBRUARY 2014**

Minutes of the meeting of the Cabinet of Flintshire County Council held at County Hall, Mold on Tuesday, 18 February 2014

PRESENT: Councillor Aaron Shotton (Chair)

Councillors: Bernie Attridge, Chris Bithell, Helen Brown, Derek Butler, Christine Jones, Kevin Jones and Billy Mullin

ALSO PRESENT:

Councillors Ron Hampson, Dave Mackie and Carolyn Thomas

IN ATTENDANCE:

Chief Executive, Director of Environment, Director of Lifelong Learning, Head of Legal and Democratic Services, Head of Finance, Head of Housing, Head of Human Resources and Organisational Development and Committee Officer

164. DECLARATIONS OF INTEREST

Councillors Chris Bithell, Helen Brown, Derek Butler, Christine Jones, Kevin Jones, Billy Mullin and Aaron Shotton declared a personal interest as school governors in Agenda Item Number 5 – National Model for Regional Working on School Improvement and Agenda Item Number 6 School Funding Formula Review.

Councillor Chris Bithell declared a personal interest in Agenda Item Number 5 – National Model for Regional Working on School Improvement and Agenda Item Number 6 School Funding Formula Review as he was a member of the Pupil Referral Management Committee.

165. MINUTES

The minutes of the meeting held on 21 January 2014 had been circulated with the agenda.

RESOLVED:

That the minutes be approved as a correct record.

166. OUTCOME AGREEMENT 2013-2016

The Cabinet Member for Corporate Management introduced the report to recommend a new Outcome Agreement for 2013-16. He provided background information and referred to the key considerations in the report.

The Chief Executive advised that the choice of 5 of the strategic themes from the Welsh Government's Programme for Government had been made carefully to ensure:

- Close 'fit' with priorities within the Improvement Plan

- Strong evidence base to support the Council's actions
- A reasonable level of confidence in meeting the Council's outcomes to secure the grant

Appended to the report was the draft of the 5 themes. The final drafts had been shared with the Welsh Government as part of the negotiation process. Positive feedback had been received informally and it was anticipated that the Minister for Local Government and Government Business would agree the draft Outcome Agreement without further question.

RESOLVED:

That the Outcome Agreement for 2013-16 be approved.

167. NATIONAL MODEL FOR REGIONAL WORKING ON SCHOOL IMPROVEMENT

The Cabinet Member for Education introduced the report on developments with school improvement services and to recommend the new national model for regional working on school improvement for adoption. He provided background information and advised that the Model had been agreed by the Minister and the WLGA Coordinating Committee in late November 2013.

The Cabinet Member explained that the Model outlined a consistent approach to school improvement activities and aimed to encourage schools to take more responsibility for their own improvement. It also sought to clarify what activities could be undertaken at local authority level and what was best addressed regionally. He reported that the Model referred to the governance arrangements in relation to regional collaborative school improvement services and suggested that governance was best placed in a Joint Committee, and that its members be appointed by the constituent local authorities. The Committee would be supported by an Executive Board.

As part of the new arrangements it had been agreed that a common business plan template was required to enable consortia to clearly identify their key priorities for the year and the expected outcomes.

The Director of Lifelong Learning commented on the pooling of resources and learning regionally and nationally to achieve good and improving outcomes for all learners and schools across the country.

RESOLVED:

- (a) That the National Model for Regional Working on School Improvement be supported.
- (b) That a business plan be developed with the intention that the additional services listed in the Model be incorporated into the GwE regional model, in phases, subject to a satisfactory business case for each and a supporting transition plan to ensure service continuity and performance; and

- (c) That the Joint Committee be directed to ensure that its supporting Executive Board has a sufficiently broad membership to represent the interest of the sub-regions/counties.

168. SCHOOL FUNDING FORMULA REVIEW

The Cabinet Member for Education introduced the report on the outcome of the consultation regarding the Flintshire Schools' Funding Formula review and to approve the new formula from April 2014.

The Cabinet Member commented that whilst the formula had been incrementally updated there were many factors and elements within it which lacked clear educational or operational rationale and it was acknowledged that a review was long overdue. He commended the Director of Lifelong Learning and his Team on the detailed process undertaken to review both the Primary and Secondary formulae and the development of new principles to underpin the allocation of resources to schools.

The Cabinet Member referred to the formal and informal consultation that had taken place which had been invaluable in developing the final design of the funding models. He explained that individually schools may have an increase or decrease in their budgets in comparison to the current formula, however, transitional arrangements would be implemented over a three year period to allow schools with reduced funding to make adjustments.

The Leader of the Council expressed his thanks to the Director, Officers, and Headteacher and Governor representatives for their hard work and commitment. He commented that the revised formula would put the Authority in a good position to seek national change for funding. The Chief Executive reiterated the comments made by the Leader and also expressed his appreciation for the cooperation of schools and the collaborative work undertaken by other stakeholders. He said the revised formula would remove the risks inherent in the current system, reduce complexity, and ensure a fair and equitable distribution for schools.

The Director of Lifelong Learning thanked all Members who had contributed to the process for their input and referred to the consultation and discussions which had been held with stakeholders through the Schools Budget Forum and Heads Federation Groups. He said a predictable formula had been achieved based on key educational principles which would enable schools to move forward.

RESOLVED:

That the implementation of the revised funding formulas for primary and secondary schools, inclusive of proposed transitional dampening arrangements, be approved.

169. COUNCIL FUND REVENUE BUDGET 2014/15

The Head of Finance introduced the report to present the final 2014/15 revenue budget proposals for the Council Fund for recommendation to County Council. She provided background information and advised that the draft proposals had been presented to Cabinet on 21 January 2014 for initial approval and had also

been referred to Overview and Scrutiny Committees for consideration and feedback. The formal Council Fund budget setting for 2014/15 and setting of the Council Tax for the year would take place at a meeting of the County Council later in the day.

The Head of Finance advised that the Cabinet's initial budget proposals for 2014/15 had identified a budget gap of £0.915m at that stage. At the Corporate Resources Overview & Scrutiny meeting on 3 February 2014 Members were advised that the budget shortfall had reduced to £0.540m as a result of the net effect of a number of items identified as part of the emerging Month 8 budget monitoring position. Members had also been advised that the following items were still under consideration in an attempt to achieve a balanced budget:

- Further corporate efficiencies (procurement and back to basics)
- Workforce –costs of employment
- Council tax level
- Ongoing review of budget assumptions and intelligence

The Head of Finance reported that following detailed consideration of the above and the inclusion of further corporate and functional efficiencies and efficiencies relating to workforce costs the budget proposals for 2014/15 were now balanced.

In commending the report to Members, the Head of Finance drew attention to the section of the report relating to risk assessment and assurance and some of the risks that would need to be monitored in 2014/15. She also referred to the process undertaken for assessing any potential equalities impact issues.

The Head of Finance outlined the final budget proposals and its funding which was detailed in the report.

The Leader of the Council expressed his thanks to the Cabinet and Corporate Management Team, and all who were involved in the budget process and the work undertaken to close the budget shortfall. He referred to the unprecedented financial challenges facing the Authority at the current time and in the future and expressed his appreciation for the ongoing commitment to protect front line services as far as possible. Members reiterated the sentiments expressed by the Leader and added their thanks to all Members and Officers.

The Chief Executive referred to the assurances given in the statement by the Head of Finance on the robustness of the estimates and adequacy of reserves, and his report in relation to the budget strategy and Organisational Change Programme which were contained in the report. He thanked Senior Officers for their professionalism and diligence in working through the budget process.

RESOLVED:

That the following be recommended to County Council on 18 February 2014:-

- (a) That the 2014/15 Council Fund Revenue Budget Requirement be set at £253.718m (which is £1.423m below the calculated Standard Spending Assessment) (4.01).
- (b) That there be a 3.0% increase in Council Tax at Band D and an assumed 99% collection rate (4.02).
- (c) The inclusion of the Outcome Agreement Grant of £1.458m in the budget (4.03).
- (d) The levels of inflation assumed in the budget (4.04 – 4.06).
- (e) That items of non-standard inflation are only allocated out to services when the actual increase in cost is known (4.05).
- (f) The amount of £0.092m included in the budget relating to a transfer into the settlement (4.07).
- (g) The inclusion of £4.872m of recurring pressures in the budget (Appendix 4) and that any proposals to vary the use of the sums allocated are to be the subject of a further report to Cabinet for consideration (4.08).
- (h) The inclusion of estimated one-off costs totalling £4.800m in the budget (Appendix 5), to be funded in line with the Investment Strategy (section 6).
- (i) The inclusion of efficiencies of £11.950m in the budget (4.10).
- (j) The inclusion of efficiencies of £11.950m and that the achievement of all efficiencies be monitored monthly and reported through the budget monitoring report with any corrective action taken in-year as has been the case in previous years (4.10).

170. COUNCIL FUND CAPITAL PROGRAMME 2014/15 AND INDICATIVE FUNDING TO 2017/18

The Head of Finance introduced the report to propose the Council Fund Capital Programme for 2014/15, with indicative funding estimates for future years, following consultation with all Members.

The Head of Finance provided background information and advised that the draft annual Council Fund Capital Programme for 2014/15 and indicative funding to 2017/18 had been considered by Cabinet on 21 January 2014 for initial approval and was referred to Overview and Scrutiny for consideration. A meeting hosted by Corporate Resources Overview & Scrutiny Committee was held on 3 February 2014 to enable all Members to consider the 2014/15 Capital Programme.

The Head of Finance drew attention to the key considerations in the report and advised that the final budget proposals for 2014/15 and indicative funding to 2017/18 remained unchanged from the draft proposals. Cabinet was asked to

consider approval of the recommendations as set out in 8.01 of the report for recommendation to County Council.

RESOLVED:

That the following be recommended to Council on 18th February 2014:

- (a) Note the report.
- (b) Approve the allocation of funding to the core capital programme in 2014/15, as shown in Appendix 1, including the additional items referred to in Section 5.05, and note the indicative funding available for future years; and
- (c) Approve the setting of a minimal capital receipts target for 2014/15 and the process whereby receipts generated in one financial year are used to fund expenditure in the next (See Section 5.02.3 and 5.02.4).

171. HOUSING REVENUE ACCOUNT 2014/15 AND CAPITAL PROGRAMME 2014/15

The Cabinet Member for Housing presented the Housing Revenue Account (HRA) revenue budget proposals for the 2014/15 financial year, including proposed rent and service charge changes, key areas of income and expenditure, and the level of closing balance at the year end. Members were also asked to consider the budget proposals for the HRA Capital programme 2014/15, which is year three of a six year improvement programme, and to note the impact of the proposed revenue budget and capital programme on the HRA 30 year Business Plan.

The Cabinet Member gave an overview of the background to the proposals and referred to the main considerations in the report. She advised that the final HRA subsidy and Item 8 determinations had been received from the Welsh Government on 3 February 2014. There was one minor adjustment in the final determinations for 2014/15 to the proposed guideline rent for Flintshire in the draft determinations that had been received on 20 December 2013, with all other aspects of the determinations remaining unchanged. The final determinations from the WG were to increase the all-Wales average weekly guideline rent by 4.2%.

The Head of Housing referred to the Capital Programme 2014/15. The total proposed capital funding for 2014/15 was £12.106m. This figure was reduced marginally by £0.275m from the initial proposals in the January report to Cabinet and Overview and Scrutiny. A further assessment of the likely level of capital receipts in 2014/15 had been made which took account of market conditions. As a result the estimate for capital receipts had been reduced from £0.600m, to £0.325m. If further land receipts materialised in 2014/15 then further work could be undertaken.

Referring to Flintshire's 30 year HRA business plan, the Head of Housing advised that the most up to date estimate of the business plan, based on the proposed 2014/15 revenue budget and capital programme, was appended to the report. The plan showed a projected funding shortfall of £8.005m to meet the Welsh Housing Quality Standard (WHQS) by 2020 a reduction of £6.520m on the funding shortfall projected in the 2013/14 business plan submitted to the WG. This was a

change from the initial proposals to Cabinet and Scrutiny in January which reflected the reduced level of capital receipts. A revised business plan and revised capital programme would be submitted to Welsh Government following approval by Council.

The Cabinet Member for Housing proposed that Cabinet supported the recommendations as set out in the report.

RESOLVED:

That the following be recommended to County Council:-

- (a) The proposed HRA budget for 2014/15 as set out in Appendix 1, incorporating the financial assumptions in Appendix 2 and the service Improvements and Efficiencies in Appendix 3.
- (b) The level of rent and service charges for 2014/15 as set out in paragraphs 3.01 to 3.07.
- (c) The level of projected balances at 31st March 2015 at 3.20% of total expenditure.
- (d) The proposed HRA Capital Programme as set out in Appendix 4.

172. PRUDENTIAL INDICATORS

The Head of Finance introduced the proposals for setting a range of prudential indicators in accordance with the Prudential Code for Capital Finance in Local Authorities (the Prudential Code). She explained that the prudential indicators required by the Prudential Code were to support and record local decision making and were not designed to be used as comparative performance indicators. The Prudential Code recognised that in making capital investment decisions and in reviewing the prudential indicators the Authority had to take into account certain factors. However, the Code concentrated on the means by which the Authority demonstrated that its proposals were affordable, prudent and sustainable.

RESOLVED:

That Cabinet approve and recommend to County Council on 18 February 2014:-

- (a) the prudential indicators as detailed in Section 3 of the report
 - Capital expenditure (3.05)
 - Ratio of financing costs to net revenue stream (3.06)
 - Incremental impact of capital investment decisions on the council tax (3.07)
 - Incremental impact of capital investment decisions on housing rents (3.07)
 - Capital financing requirement (3.08)
 - Gross debt and the capital financing requirement (3.10)
 - Authorised limit for external debt (3.11, 3.13)
 - Operational boundary for external debt (3.12)

- Adoption of the CIPFA Treasury Management in the Public Services: Code of Practice and Cross-Sectoral Guidance Notes (3.14)
- (b) delegated authority for the Head of Finance to effect movements between the separately agreed limits within the authorised limit for external debt and the operational boundary for external debt (3.11, 3.12)

173. MINIMUM REVENUE PROVISION 2014/15

The Head of Finance introduced a report on the proposals for the setting of a prudent minimum revenue provision for the repayment of debt in 2014/15, as required under the Local Authorities (Capital Finance and Accounting) (Wales) (Amendment) Regulations 2008 ('the 2008 Regulations').

The Head of Finance explained that Local Authorities are required annually to set aside some of their revenue reserves as provision for the repayment of debt in respect of capital expenditure financed from borrowing or credit arrangements. Regulation 22 of the 2008 Regulations requires Authorities each year to make an amount of Minimum Revenue Provision (MRP) which it considers to be 'prudent'. She outlined the options for prudent provision which were detailed in the report and the conditions for using the options.

RESOLVED:

That Cabinet approve and recommend to the County Council on 18 February 2014:-

- Option 1 (Regulatory Method) be used for the calculation of the minimum revenue provision in 2014/15 for all supported borrowing; this represents a continuation of the approved and adopted policy for 2013/14.
- Option 3 (Asset Life Method) be used for the calculation of the minimum revenue provision in 2014/15 for all unsupported (prudential) borrowing; this represents a continuation of the approved and adopted policy for 2013/14.

174. TREASURY MANAGEMENT STRATEGY 2014/15

The Head of Finance presented the draft Treasury Management Strategy for 2014/15 for recommendation to Council. She explained that the changes made from the 2013/14 Strategy were summarised in the report.

The Head of Finance advised that at a meeting of the Audit Committee on 29 January 2014, Members reviewed the draft Treasury Management Strategy for 2014/15 and discussion had taken place around the concerns raised on investments and debt. The Head of Finance referred to the detailed briefing paper which had been provided to all Members in the last few days providing detailed answers to the questions raised by Members at the training session prior to the Audit Committee and subsequently. The Chief Executive commented that assurance had been given that the debt balance was appropriate for the size of the Authority. The Audit Committee had recommended to Cabinet that the Council approved the Strategy for 2014/15.

RESOLVED:

- (a) That the Cabinet considers the enquiry put forward by the Audit Committee outlined in 3.03; and
- (b) That Cabinet approves and recommends to the County Council the Treasury Management Strategy 2014/15.

175. REVIEW OF THE COUNCIL'S HOUSEHOLD WASTE COLLECTION POLICY AND HRC/BRING SITE ARRANGEMENTS

The Cabinet Member for Waste Strategy, Public Protection and Leisure introduced the report to seek approval of the Council's Household Waste Collection Policy and the arrangements at the Council's HRC and 'Bring sites'.

The Cabinet Member provided background information and referred to elements that were not being implemented within the current waste policies and therefore they required amendment. He explained that to provide clarity and a single document on the Council's complete waste collection service the new policy included detailing operations at the Council's Household Recycling Centres (HRCs) and 'Bring Sites'.

The Cabinet Member advised that the proposed new policy relied on the continuing participation of Flintshire residents to ensure recycling levels remained high. He expressed his thanks for the cooperation and commitment which had already been demonstrated by the majority of residents in this respect. The Cabinet Member gave an overview of the main changes to the Policy as detailed in the report.

RESOLVED:

That the Council Household Waste Collection Policy and the proposed arrangements at Council operated HRC and 'Bring Sites' be approved.

176. HOUSING ASSET MANAGEMENT STRATEGY

The Cabinet Member for Housing introduced the report to seek approval for a Council Housing Asset Management Strategy. She advised that the Strategy covered the period 2014 to 2020 and would see housing stock meet the Welsh Housing Quality Standards (WHQS) at the end of that time. Programmes of work would be developed to ensure that the housing stock was able to meet the changing needs of the population and had a sustainable future; meeting issues identified through Welfare reform and household income pressures. The Strategy would create 20 apprenticeships and 200 local jobs. In addition the Strategy considered the legislative responsibilities that needed to be met and how it could support delivery of the Council's Improvement Plan objectives, particularly around alleviation of fuel poverty.

The Cabinet Member referred to the key considerations in the report and the four main work stream requirements to achieve all the investment needs by 2020. She advised that the Asset Management Team would complete a consultation

programme with elected Member, tenants and other stakeholders to develop a revised investment plan commencing in April 2015. Members were asked to note that the 2014/15 programme would continue as previously agreed.

The Head of Housing commented on a review of stock condition and the start of area by area consultations. She outlined the next steps and referred to additional capital funding from the WG to undertake further development in the Deeside area which was in addition to the Authority's own £100m investment.

RESOLVED:

- (a) That the Asset Management strategy attached to the report as Appendix 1 be approved; and
- (b) That the detailed consultation work needed with local Councillors and tenants during the Spring and Summer of 2014 to produce an investment plan to achieve WHQS for each of the programme years up to 2020, be agreed; and
- (c) That it be noted that the 2014/15 programme will continue as previously agreed.

177. REVENUE BUDGET MONITORING 2013/14 (MONTH 8)

The Head of Finance presented the latest revenue budget monitoring information (Month 8) for the Council Fund and the Housing Revenue Account (HRA) for 2013/14.

The Head of Finance reported that the projected year end position, as estimated at Month 8, on the Council Fund was a net in year expenditure forecast to be £1.068m less than budget and a projected contingency reserve balance at 31 March 2014 of £3.709m. The projected year end position on the HRA was a net in year expenditure forecast to be £0.212m less than budget and projected balances at 31 March 2014 of £1.646m.

The Head of Finance referred to the underspend on the Council Fund, and drew attention to the key variances to note which were detailed in the report, and the programme of efficiencies and requests for carry forward. Commenting on the HRA and the projected underspend of £0.212m and projected closing balance, the Head of Finance reported that details of the reasons for significant variances occurring to date and the actions planned to address them were appended to the report.

RESOLVED:

- (a) That the overall report be noted;
- (b) That the projected Council Fund contingency sum as at 31 March 2014 (paragraph 6.02) be noted;
- (c) That the carry forwards detailed in paragraphs 3.10 – 3.12 be approved; and

- (d) That the projected final level of balances on the Housing Revenue Account (paragraph 7.03) be noted.

178. COUNCIL TAX REDUCTION SCHEME CONSULTATION

The Cabinet Member for Corporate Management introduced a report to provide information on a Welsh Government (WG) consultation seeking views on the review of options for the future of Council Tax support in Wales. The report also provided recommended responses, drafted by Officers, on the proposals. The deadline for responses to the consultation was 5 March 2014.

The Cabinet Member provided background information and referred to the increasing financial pressure on the WG and local authorities which would be difficult to sustain. He advised that WG was reviewing the options for the future of Council Tax Support (CTS) in Wales, with a view to providing a scheme which was equitable, sustainable, and delivered the maximum protection for low income and vulnerable households within the financial constraints.

The Cabinet Member and Head of Finance commented on the main considerations in the report. The range of options identified by the WG for reducing entitlement were appended to the report and the recommended response to the consultation detailed in Appendix 2. Members were advised that the options would impact in different ways on households currently in receipt of CTS and on local authority revenue. The Cabinet Member and Head of Finance outlined the financial implications to the Authority and advised that the expected additional cost to Flintshire in 2014/15 was £0.633m.

The Cabinet Member reported that the draft responses to the consultation had been endorsed by the Corporate Resources Overview and Scrutiny Committee at a meeting held on 13 February 2014.

RESOLVED:

- (a) That the consultation be noted; and
- (b) That the recommended responses, as prepared by senior officers within the Revenue and Benefits services, and detailed in Appendix 2 to the report, be noted.

179. INTERMEDIATE CARE FUND

The Cabinet Member for Social Services introduced the report to advise of the purpose of the Intermediate Care Fund, the application process, and to outline proposals for Flintshire's bid. She explained that as the Authority was at the initial planning and development stage of the bidding process the report was presented for information. She continued that Members may wish to consider arrangements for securing political endorsement of the final bid which needed to be made within tight timescales.

The Cabinet Member explained that the Welsh Government (WG) had developed an Intermediate Care Fund to encourage integrated working between local authorities (including Housing and Social Care), Health, and other partners. Funding was targeted at supporting older people to maintain their independence and remain in their own home. The Fund was available for 2014-15 only and could not be used to substitute existing funding streams. The indicative allocation for Flintshire was £1,926m. The Authority was required to develop its bid in close partnership with Local Health Boards and third and independent sector partners which would have a critical role in delivering services associated with the fund. The Cabinet Member advised that there were no definitive proposals or costed models developed as yet but the initial areas of dialogue with partners had been included in the report.

Councillor Chris Bithell referred to preventative and wellbeing services and sought clarification on the areas within the East and South locality in relation to the expansion of provision of Falls prevention.

RESOLVED:

- (a) That the availability of the Fund and initial proposals be noted; and
- (b) That authority be delegated to the Chief Executive and the Director of Community Services in consultation with the Cabinet Member for Social Services to finalise the bid.

180. PLAY PROVISION: SUMMER PLAYScheme 2014

The Head of Legal and Democratic Services introduced a report to present the recommendations of the Lifelong Learning Overview & Scrutiny Committee in order to provide sustainable play provision from April 2014 with reference to the Summer play scheme programme.

The Head of Service advised that a Task and Finish Group had been set up to consider arrangements for Playschemes for 2013 and beyond. Following a meeting of the Task and Finish Group held on 18 November 2013, the recommendations of the Group were presented to the Lifelong Learning Overview & Scrutiny Committee at its meeting on 19 December 2013, where they were supported to be recommended to Cabinet. The recommendations of the Lifelong Learning Overview and Scrutiny Committee were detailed in the report. The recommendations included a pressure bid of £12,000 to be allocated to support match funding for Town and Community Councils.

The Cabinet Member for Waste Strategy, Public Protection and Leisure expressed a number of concerns around the recommendation that £12,000 be allocated to support match funding for Town and Community Councils. He referred to the proposals for 2014/15 which had been introduced by Cabinet following a major review of the Service and proposed that it affirmed its intention to proceed in accordance with its decision at the meeting of Cabinet held on 16 July 2013.

RESOLVED:

That Cabinet noted that its proposals for 2014/15 had been introduced following a major review of the Service, and it affirmed its intention to proceed as per its decision of 16 July, 2013.

181. WORKFORCE INFORMATION QUARTER 3 OCTOBER – DECEMBER 2013

The Cabinet Member for Corporate Management introduced the report which provided an update for the third quarter 2013/14 on establishment, headcount, agency, early retirements, turnover, diversity and absence.

Members welcomed the savings achieved on use of agency workers and the significant reduction in staff absence from the comparative quarter last year. The Head of Human Resources and Organisational Development referred to the improved trend for absence levels compared to the last two quarters and the continuing programme of attendance management reporting and action planning being undertaken across each Directorate. Members also noted that there had been an increase in the number of staff who had attained 100% attendance when compared to the same quarter last year.

RESOLVED:

That the Workforce Information Report for quarter three for 2013/14 be noted.

182. EXERCISE OF DELEGATED POWERS

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

Lifelong Learning	Greenfield Valley Heritage Park – Charges for 2014 season
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183. 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) 14 of Part 1 of Schedule 12A of the Local Government Act 1972 (as amended).

184. NORTH WALES CAPITAL PROCUREMENT FRAMEWORK

The Cabinet Member for Education introduced the report on the outcome of the North Wales Schools and Public Buildings Contractor Framework (NWSPBCF) procurement process. He provided background information and invited the Director of Lifelong Learning to report on the main considerations and the benefits of projects within the Framework process for local communities, economic and environmental development, and employment and training opportunities.

RESOLVED:

- (a) That the contractors, as shown in the report, which have been evaluated according to the scoring and weighting methodology detailed within the tender documents, have been appointed to the Framework, be noted;
- (b) That the commitment from North Wales local authorities and contractors to maximising benefits to the local community, sustaining economic development and delivering environmentally sound buildings whilst creating jobs and apprenticeships (2.06), be noted; and
- (c) That the commitment from all partners to delivering 21st Century Schools to high standards in learning environments that will inspire generations of children and young people, be welcomed.

185. MEMBERS OF THE PRESS AND PUBLIC IN ATTENDANCE

There was one member of the press in attendance.

(The meeting started at 10.00 am and ended at 11.25 am)

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Chairman

FLINTSHIRE COUNTY COUNCIL

REPORT TO: **CABINET**

DATE: **TUESDAY, 18 MARCH 2014**

REPORT BY: **CHIEF EXECUTIVE**

SUBJECT: **IMPROVEMENT PLAN QUARTERLY MONITORING**

1.00 PURPOSE OF REPORT

1.01 To receive the 2013/14 Quarter 3 Improvement Plan monitoring reports for the period October to December 2013.

1.02 To note the following: -

- the levels of progress and confidence in the achievement of high level activities which seek to deliver the impacts of the Improvement Plan;
- the performance against improvement plan measures and the predicted level of performance for year end; and
- the current (net) risk levels and targeted risk levels for the risks identified in the Improvement Plan and the arrangements to control them.

2.00 BACKGROUND

2.01 The Council adopted the Improvement Plan for 2013/14 in June 2013. This is the second monitoring update prepared for Cabinet.

3.00 CONSIDERATIONS

3.01 The Improvement Plan monitoring reports give an explanation of the progress being made toward the delivery of the impacts set out in the Improvement Plan. The narrative is supported by measures and / or milestones which evidence achievement. In addition, there is an assessment of the strategic risk and the level to which they are being controlled.

3.02 Individual sub-priority reports (24 in total) have been completed by each lead accountable officer. A summary of the reports has been brought together to provide a single report for Cabinet.

3.03 Appendix 1 provides a summary against each Improvement Plan priority of the RAG status for each high level activity, measure and risk. Copies of the more detailed quarter 3 Improvement Plan

monitoring reports are available in the Member's Library and on request. Members will receive respective reports when circulated with Overview and Scrutiny Committee agendas.

3.04 **Monitoring the progress of our activities**

Each of the sub-priorities have high level activities which are monitored over time. 'Progress' monitors progress against scheduled activity and has been categorised as follows: -

- RED: Limited Progress – delay in scheduled activity; not on track
- AMBER: Satisfactory Progress – some delay in scheduled activity, but broadly on track
- GREEN: Good Progress – activities completed on schedule, on track

A RAG status is also given as an assessment of our level of confidence at this point in time in achieving the 'outcome(s)' for each secondary priority. Outcome has been categorised as: -

- RED: Low – lower level of confidence in the achievement of the outcome(s)
- AMBER: Medium – uncertain level of confidence in the achievement of the outcome(s)
- GREEN: High – full confidence in the achievement of the outcome(s)

3.05 In summary our overall progress against the high level activities is: -

PROGRESS

- We are making good (green) progress in 52 (53%).
- We are making satisfactory (amber) progress in 45 (46%).
- We are making limited progress (red) in 1 (1%).

OUTCOME

- We have a high (green) level of confidence in the achievement of 67 (68%).
- We have a medium (amber) level of confidence in the achievement of 30 (31%).
- We have a low (red) level of confidence in the achievement of 1 (1%).

3.06 The high level activity for extending the use of agile working within the Asset Strategy sub-priority is assessed as red for both progress and outcome.

Whilst there has been an increased uptake in agile working which is having positive impacts on productivity and cost, progress is not as rapid as planned. A target of 30% was set by the end of the year and in reality the actual outturn is likely to be in the 5-10% range. This will improve with the mobilisation of Connah's Quay services into Flint and other consolidations. Until the Council makes wider decisions on its total civic and office estate progress will be incremental not transformational. Options for the wider estate are in development.

3.07 **Monitoring our performance**

Analysis of performance against the Improvement Plan measures is undertaken using the RAG (Red, Amber Green) status. This is defined as follows: -

PERFORMANCE

- RED equates to a position of under-performance against target.
- AMBER equates to a mid-position where improvement may have been made but performance has missed the target.
- GREEN equates to a position of positive performance against target.

OUTCOME

- RED equates to a forecast position of under-performance against target at year end.
- AMBER equates to a forecast mid-position where improvement may have been made but performance will miss target at year end.
- GREEN equates to a forecast position of positive performance against target at year end.

3.08 Analysis of current levels of performance shows the following: -

- 44 (57%) had achieved a green RAG status
- 29 (38%) had achieved an amber RAG status
- 4 (5%) had achieved a red RAG status

Analysis of predicted outcome levels of performance shows the following: -

- 68 (86%) forecast a green RAG status
- 10 (13%) forecast an amber RAG status
- 1 (1%) forecast a red RAG status

3.09 The measures which showed a red RAG status for current

performance are: -

3.09a **Implement 20 mph advisory zones** – sub-priority: Traffic and Road Management.

During 2013/14 the target was to have 20mph advisory zones outside 40 schools. Currently 19 of 84 schools have advisory zones. The remaining 25 are due to be completed during 2014/15. The 40 schools programmed for 2013/14 are all included in an external signage contract, tenders for which we returned in January 2014. However approval is awaited from WG for the type of sign to be used. The solution to restore performance is not under the control of the Council.

3.09b 2 measures within the sub-priority: Carbon Control and Reduction have a red RAG status: -

Reduce our carbon footprint through delivery of our Carbon Reduction Strategy (non-domestic property portfolio)

The weather patterns, following a cold start to the year has been temperate, resulting in “absolute” savings for April to December of 3% on electricity, 9% on gas, 34% on LPG and 54% on oil. When adjusted for weather patterns the statistics show a modest reduction of 0.85% compared to the same period last year. The final quarter of the financial year remaining will be one where energy usage will be relatively high and the annual out-turn on reductions may vary. The full report covers a number of concerns which will prevent achievement of annual and aspirational targets. Some progress has been made in the investment in and installation of renewable energy schemes which will have an impact on future statistics.

The percentage of local authority municipal waste prepared for reuse, recycled or of source segregated bio waste that is composted or treated biologically in another way

The performance for quarter 3 was 54% which against the annual target of 62% has led to the red RAG status. Promotion of recycling and awareness-raising with customers continues to contribute to the increase in kerbside recycling tonnages. Alternative methods for recycling of heavier materials, such as wood, need to be explored to increase tonnages further; although currently diverted from landfill they are sent to biomass which cannot be included in the recycling figures. In addition, on-going improvements in signage and meet and greet at HRC sites allows for greater segregation of materials at first point of contact.

3.09c **Reduction in the cost per person in our offices** - sub-priority Asset Strategy.

Quarter 3 performance was £1,233.00 which is the same as that achieved for 2012/13 overall, however the target for 2013/14 is £1,172.18. Closure of premises and more employees moving to agile working will have positive impacts on our overall cost base in that we

will require less accommodation. See paragraph 3.06 above which discusses the progress made in implementing agile working.

3.10 **Monitoring our risks**

Analysis of the current (net) risk levels for the strategic risks identified in the Improvement Plan is as follows: -

- 7 (8%) are high (red)
- 49 (56%) are medium (amber)
- 31 (36%) are low (green)

3.11 The 7 high (red) risks are: -

Community attachment to current patterns of school provision

Cabinet has approved the proposed Infant/Junior amalgamations including the schools at Holywell, which were subject to statutory notice and did not attract formal objections. As a result, the Holywell amalgamation from 2016 has been approved. Consultations and plans for the remaining 21st Century Schools Programme area review outcomes continue. The process of amalgamation of the fourteen separate schools to seven primaries will then be complete. Overall the strategy is on track with positive support from Welsh Government. The red risk remains due to the scale and the complexity of the programme, and the risk that until there are formal decisions on and finalised plans for the preferred options, then future delays in the programme may occur.

Limited funding to address the backlog of known repairs and maintenance works in educational assets

The repairs and maintenance budget has been reduced by 10% in accordance with Council policy and as buildings age their condition further deteriorates. Whilst the programme for repairs and maintenance is having a positive effect the risk remains high. Options are being explored to reduce the number and size of buildings. In addition, options are being explored for the transfer of assets to local management committees. The cost effectiveness of existing procurement and contracting methods will be reviewed.

Programme delivery capacity

The programme risk of project delivery is increasing as 21st Century Schools programme comes on stream. Project management is currently coordinated between officers and the contractor. This is successful on single projects which are procured using a partnering approach. However, increased work under the programme will require additional management and coordination. These additional posts appear on an agreed governance structure.

Approval of business cases to draw down 21st Century Schools Grant

The Outline Business Case (OBC) (part of the treasury 5-case model) has been approved by WG. Work has commenced on the preparation of the Final Business Case (FBC). Progress and timing of these business cases has been good; the submission of further cases is dependent on the capacity of WG to appraise the documents. Work on the preparation of documents and the collation of data is on-going.

The Gateway review of the progress of the 21 Century Schools Programme by an independent panel has concluded that the RAG status (appertaining to Gateway review criteria) would be an Amber / Green. This is formally interpreted as the scheme probably succeeding providing that any identified risks are mitigated, and is a good outcome in comparison with general Gateway reviews.

Encouraging developers to build a range of affordable housing in the current economic climate – sub-priority Modern, Efficient and Adapted Homes

There have been delays to the agreement of a new model of private finance to deliver increased numbers of affordable homes. However, approval has now been given for a new housing company which will start trading in April 2014. The formation of the new housing company will enable the adoption and use of a wider range of models to deliver affordable housing.

Maximising our joint resources with our partners

Corporate private rented sector working group is yet to be established. Their work will focus on development of corporate service standards, policies and processes in relation to the sector. In addition work is planned to review joint and collaborative working in the private rented sector with neighbouring local authorities.

Gaining political agreement to a business approach for fees and charges which may have public opposition – sub-priority Matching Resources to Priorities

The work to implement a Corporate Fees and Charges Policy is outstanding and will be included as a target in the next version of the Medium Term Financial Plan.

4.00 RECOMMENDATIONS

- 4.01 Cabinet Members are invited to review performance, risks and actions.
- 4.02 To note the following: -
- the levels of progress and confidence in the achievement of key activities which seek to deliver the impacts of the Improvement Plan;

- the performance against improvement plan measures and the predicted level of performance for year end; and
- the current (net) risk levels and targeted risk levels for the risks identified in the Improvement Plan and the arrangements to control them.

5.00 FINANCIAL IMPLICATIONS

5.01 There are no specific financial implications for this report. However the Council's Medium Term Financial Plan is aligned to resource the priorities of the Improvement Plan and the monitoring will help to inform future iterations.

6.00 ANTI POVERTY IMPACT

6.01 There are no specific poverty implications for this report. However poverty is a priority within the Improvement Plan and reporting against activity to protect people from poverty is included in the Improvement Plan monitoring report.

7.00 ENVIRONMENTAL IMPACT

7.01 There are no specific environmental implications for this report. However the environment is a priority within the Improvement Plan and reporting against activity to improve the environment is included in the Improvement Plan monitoring report.

8.00 EQUALITIES IMPACT

8.01 There are no direct equality implications for this report.

9.00 PERSONNEL IMPLICATIONS

9.01 There are no direct personnel implications for this report.

10.00 CONSULTATION REQUIRED

10.01 The Improvement Priorities are monitored by the appropriate Overview and Scrutiny Committees according to the priority area of interest.

11.00 CONSULTATION UNDERTAKEN

11.01 All directorates have been consulted with regarding the reporting of relevant information.

12.00 APPENDICES

12.01 Appendix 1 – Improvement Plan Monitoring Summary

LOCAL GOVERNMENT (ACCESS TO INFORMATION ACT) 1985
BACKGROUND DOCUMENTS

Contact Officer: Vicki Robarts
Telephone: 01352 701457
Email: vicki.c.robarts@flintshire.gov.uk

Priority: Housing
Sub-Priority: Extra Care Housing
Impact: Helping more people to live independently and well at home

We said in 2013/14 we would: -

1. Extend our extra care supported living service from 1 to 2 schemes increasing provision from 50 housing units to 113 housing units by opening Llys Jasmine in Mold to follow Llys Eleanor in Shotton.

Progress Status	Progress RAG	G	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Full occupation: i) Llys Jasmine – 63 units ii) Llys Eleanor – 50 units	Director of Community Services / Head of Housing / Head of Adult Social Services	i) N/A ii) 100%	i) 100% ii) 100%	i) 100% ii) 100%	i) N/A ii) 100%	G	G
Tenant feedback: >90% rate of tenant satisfaction (Annual measure)	Head of Housing / Head of Adult Social Services	N/A	90%	90%	N/A	N/A	G

2. Develop a new and sustainable business model for more schemes, now there is no longer Welsh Government capital funding available, with plans for further schemes in the Flint and Holywell catchments.

Progress Status	Progress RAG	A	Outcome RAG	G
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
How we can fund the building of new schemes with local partners and using local assets without national capital grant.	Head of Housing	A	↓	G
How we can switch revenue resources from more traditional to new housing and care services.	Head of Housing	A	↓	G
Keeping up with demand for alternative housing models from an ageing population.	Head of Housing	A	↓	G
Keeping up with specialist demand such as meeting the specific needs of those with dementia.	Head of Housing	A	↓	G

Priority: Housing
Sub-Priority: Modern, Efficient and Adapted Homes
Impact: Improving the choice and quality of local housing

We said in 2013/14 we would: -

1. Agree a new model of private finance to deliver an increased number of affordable homes.

Progress Status	Progress RAG	A	Outcome RAG	G
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

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Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Ensuring that we prevent delays in planning approvals for affordable housing developments.	Head of Housing	G	↔	G
Ensure the availability of private finance for development of affordable homes.	Head of Housing	G	↓	G
Encouraging developers to build a range of affordable housing in the current economic climate.	Head of Housing	R	↔	G

2. Develop a strategy to grow and sustain the private rented sector

Progress Status	Progress RAG	A	Outcome RAG	A
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Number of empty homes brought back into use.	Head of Housing	32	30	30 (120 cumulative)	29	G	G

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

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Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Maximising our joint resources with our partners	Head of Housing	R	↔	A

3. Develop a regional housing register and common allocations policy with partners

Progress Status	Progress RAG	A	Outcome RAG	G
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Priority: Housing
Sub-Priority: Achieve the Welsh Housing Quality Standard
Impact: Improving quality of life for our tenants through improved housing

We said in 2013/14 we would: -

1. Agree a revised business plan with Welsh Government to meet the Welsh Housing Quality Standard (WHQS)

Progress Status	Progress RAG	G	Outcome RAG	G
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

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Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Outcomes of Stock Condition Survey	Head of Housing	G	↓	G
Securing additional funding such as ECO finance	Head of Housing	G	↓	G
Realising efficiencies and income generation targets identified in the business plan	Head of Housing	G	↓	G

2. Deliver the capital programme ensuring value for money

Progress Status	Progress RAG	G	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Capital Programme expenditure on improvement work streams	Head of Assets & Transportation	N/A	£12m	N/A	£4m	G	G

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Ensuring Contractors perform effectively.	Head of Housing	G	↓	G
Meeting customer expectations.	Head of Housing	G	↓	G

3. Develop a Housing Asset Management Strategy by January 2014.

Progress Status	Progress RAG	G	Outcome RAG	G
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Ensuring that the Council finds the resources required to meet the Welsh Housing Quality Standard by 2020.	Head of Assets & Transportation	G	↓	G
Ability to address the impact and change in demand due to Welfare Reform.	Head of Assets & Transportation	G	↓	G

Priority: Living Well
Sub-Priority: Independent Living
Impact: Improving people's quality of life

We said in 2013/14 we would: -

1. Build on the success of the reablement / recovery approach; agree the regional plan for telecare / telehealth; improve the timeliness of adaptations.

Progress Status	Progress RAG	A	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
The average number of calendar days taken to deliver a Disabled Facilities Grant for adults (PSR/009b).	Head of Adult Social Services	283 days	300 days	250 days by 2018	7136 total days 27 completions 264 days average	G	G
The average number of calendar days taken to deliver a Disabled Facilities Grant for children (PSR/009a).	Head of Children's Social Services	482 days	300 days	250 days by 2016	No DFGs were completed in Q3	N/A	G
Percentage of referrals where support was maintained or reduced or no further support was required at the end of a period of Reablement.	Head of Adult Social Services	72.7%	72%	70% by 2016	79% at the end of Q2	G	G

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Ensuring we have enough capital for disabled facilities grants.	Head of Housing	A	↓	G

2. Develop Commissioning Plans for specific service areas to ensure service provision meets need

Progress Status	Progress RAG	G	Outcome RAG	G
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
up with specialist demand such as the specific residential needs of those with dementia.	Head of Adult Social Services	G	↔	G

3. Use a whole family approach by implementing the Integrated Family Support Service

Progress Status	Progress RAG	G	Outcome RAG	G
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4. Prevent homelessness for people who are alcohol and drug dependent, victims of domestic violence, ex offenders and young people including care leavers

Progress Status	Progress RAG	A	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Homeless prevention for at least 6 months for households and individuals (including care leavers). Measured annually (HHA/013)	Head of Housing	83.41%	90%	90%	N/A Annual Measure	N/A	N/A
Referrals to the Homesafe Service.	Interim Head of Public Protection	170	170	170	55	G	G

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5. Carry out a major review of the Transition Service and implement findings

Progress Status	Progress RAG	G	Outcome RAG	G
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
How we encourage service users and carers to embrace greater independence.	Head of Children's Social Services	G	↔	G

Priority: Living Well
Sub-Priority: Integrated Community Social and Health Services
Impact: Helping more people to live independently and well at home

We said in 2013/14 we would: -

1. Integrate community based health and social care teams within localities

Progress Status	Progress RAG	G	Outcome RAG	A
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Ensuring effective joint working with BCUHB to achieve common goals, in order to ensure that people can safely remain at home and be medically and socially supported.	Head of Adult Social Services	A	↔	A

2. Support the introduction of Home Enhanced care Service (HECS) in the North West Locality by summer 2013 and in North East and South Localities by autumn 2013

Progress Status	Progress RAG	A	Outcome RAG	G
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
The new model does not result in unexpected increased costs to the Council.	Head of Adult Social Services	A	↓	G
Public support for the changes to the services.	Head of Adult Social Services	A	↓	G

3. Ensure that effective services to support carers are in place as part of the integrated social and health services

Progress Status	Progress RAG	G	Outcome RAG	G
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Achievement Measure	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Percentage of plans to support carers agreed and implemented (SCA/018c)	Head of Adult Social Services	72%	74%	90%	64.4%	A	G

4. Ensure Health and Social Care and Well Being Strategy priorities are progressed through localities

Progress Status	Progress RAG	A	Outcome RAG	A
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Priority: Economy and Enterprise
Sub-Priority: Business Sector Growth in Deeside
Impact: Creating jobs and growing the local economy

We said in 2013/14 we would: -

1. Promote Deeside as a recognised centre for energy and advanced manufacturing through joint marketing and promotion of Deeside Industrial Park (DIP) and Deeside Enterprise Zone (DEZ).

Progress Status	Progress RAG	A	Outcome RAG	A
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Achievement Measure	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Number of enquiries received	Head of Regeneration	36	55	45	9 (Q3) (58 cumulative)	G	G
Percentage of enquiries that have led to investment	Head of Regeneration	42%	60%	50%	33% (Q3) (51% cumulative)	A	G

2 Support the growth of the existing business on Deeside, to maximise opportunities for business development

Progress Status	Progress RAG	A	Outcome RAG	G
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Achievement Measure	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Number of jobs sustained within the DEZ	Head of Regeneration	1300	1400	1000	0 (Q3) (396 cumulative)	A	G

Number of jobs created within the DEZ	Head of Regeneration	431	600	500	77 (Q3) (716 cumulative)	G	G
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Work with local employers and learning providers to meet their needs in recruiting skilled people ready for work.	Head of Regeneration	A	↔	G

3. Produce, agree and implement the “masterplan” for the Northern Gateway site to facilitate development of a key part of the Enterprise Zone.

Progress Status	Progress RAG	G	Outcome RAG	A
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4. Explore with Welsh Government the opportunities to improve the infrastructure (transport and housing etc).

Progress status	Progress RAG	A	Outcome RAG	A
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
How we can work with WG to ensure the infrastructure arrangements support the development of the DIP and DEZ.	Head of Regeneration	A	↔	G

Priority: Economy and Enterprise
Sub-Priority: Town and Rural Regeneration
Impact: Making local communities viable

We said in 2013/14 we would: -

1. Progress and invest in the eight Town centre “masterplans” to meet local priorities and need.

Progress status	Progress RAG	G	Outcome RAG	A
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Measure / Milestone	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Scale and take up of the Business Grant Scheme in Town Centres.	Head of Regeneration	n/a	25	25	27	A	A

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2. Complete the rural development schemes in Mold, Holywell and village areas

Progress status	Progress RAG	G	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Flintshire Enterprise Project	Head of Regeneration	N/A	26	N/A	11	G	G
Number of micro enterprises created			23		9		
Gross number of jobs created			25		25		
Linking Flintshire’s Communities	Head of Regeneration	N/A	2	2	2	G	G
Number of new services/facilities			2		2		

available to the rural population Number of marketing and promotional activities			3	3	3		
Community Key Fund Number of projects financially supported Number of villages benefiting from renewal and development	Head of Regeneration	N/A	12 3	12 3	12 3	G	G
Town & Village Streetscape Enhancements Number of projects financially supported Number of enterprises advised or assisted to develop projects relating to village renewal and development	Head of Regeneration	N/A	12 12	12 12	12 12	G	G

3. Agree the new business model for the County's Community Events Programme including marketing and promotion.

Progress status	Progress RAG	G	Outcome RAG	G
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Maximising funding opportunities through external programmes to invest in our urban and rural areas.	Head of Regeneration	G	↔	G
Ensuring sufficient project management capacity to successfully complete the programmes.	Head of Regeneration	A	↑	G

Priority: Economy and Enterprise
Sub-Priority: Social Enterprise
Impact: Supporting and creating new forms of local business

We said in 2013/14 we would: -

1. Agree an investment plan for growing and supporting Social Enterprise.

Progress status	Progress RAG	G	Outcome RAG	A
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
How we maintain the necessary capacity and investment to support the development of Social Enterprises.	Director of Community Services	G	↑	G

2. Develop effective support for Social Enterprises.

Progress status	Progress RAG	A	Outcome RAG	A
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Relevant contracts that community benefit clauses that have been applied to.	Head of ICT and Customer Services	N/A	100%	100%	To be reported at year end	N/A	N/A

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Building the skills in the community to develop a social enterprise	Director of Community Services	A	↑	A

3. Develop new social enterprise projects to meet the Council's priorities

Progress status	Progress RAG	A	Outcome RAG	A
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Achievement Measure	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Establishing a social enterprise from within the Council	Head of Adult Social Services	N/A	1 within the Council	2 further schemes supported by the Council	Agreement to proceed agreed	A	G

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Local Social Enterprises need to compete effectively in the market (Links to activities 1, 2 and 3).	Head of Adult Social Services	A	↑	A

Priority: Skills and Learning
Sub-Priority: Modernised and High Performing Education
Impact: Improving standards in schools to get the best learner outcomes

We said in 2013/14 we would: -

1. Make a difference through our School improvement Strategy by: -				
• Raising standards by improving skills in literacy and Numeracy;				
Progress status	Progress RAG	A	Outcome RAG	G
• Raising educational attainment by reducing the impact of poverty and disadvantage;				
Progress status	Progress RAG	A	Outcome RAG	G
• Raising standards by sharing best teaching practice and resources across schools and the region;				
Progress status	Progress RAG	A	Outcome RAG	G
• Raising standards through effective use of new technologies;				
Progress status	Progress RAG	A	Outcome RAG	G
• Better preparing young people for the work place;				
Progress status	Progress RAG	G	Outcome RAG	G
• Making sure schools receive the best possible support from the new Regional School Effectiveness and Improvement Service				
Progress status	Progress RAG	A	Outcome RAG	A

- Outcomes in Mathematics and English at all Key Stages;

Achievement Measures	Lead Officer	2012/13 Baseline Data (Summer 2012)	2013/14 Target (Summer 2013)	Aspirational Target (Summer 2015)	Current Annual Outturn (Summer 2013)	Performance RAG	Outcome Performance Predictive RAG
The percentage of learners achieving GCSE grade C or above in Mathematics	Secondary Services Officer	69.4%	71.5%	75.5%	68.5%	A	G
The percentage of learners assessed as achieving Level 5 or above at the end of Key Stage 3, in Mathematics	Secondary Services Officer	83.9%	85.1%	90.9%	86.5%	G	G
The percentage of learners assessed as achieving Level 4 or above at the end of Key Stage 2, in Mathematics	Primary Services Officer	86.3%	86%	89.8%	88.2%	G	G
The percentage of learners achieving GCSE grade C or above in English	Secondary Services Officer	69.2%	75.1%	77.4%	72.7%	A	G
The percentage of learners assessed as achieving Level 5 or above at the end of Key Stage 3, in English	Secondary Services Officer	83.1%	84.7%	90.5%	85.8%	G	G
The percentage of learners assessed as achieving Level 4 or above at the end of Key Stage 2, in English	Primary Services Officer	83.8%	85.4%	88%	88.1%	G	G

- The reduction in the gap in performance of learners entitled to free school meals and those who are not

Achievement Measure	Lead Officer	2012/13 Baseline Data (Summer 2012)	2013/14 Target (Summer 2013)	Aspirational Target (Summer 2015)	Current Annual Outturn (Summer 2013)	Performance RAG	Outcome Performance Predictive RAG
Improve performance of cohort of learners entitled to Free School Meals (FSM) in achieving the Level 1 Indicator (Five GCSE passes A* to G or vocational equivalent)	Secondary Services Officer	89.5%	93.8%	95.8%	91.2%	A	G
Improve performance of cohort of learners entitled to Free School Meals (FSM) in achieving the Level 2+ Indicator (Five GCSE passes A* to C or vocational equivalent including Mathematics and English and/or Welsh 1 st Language)	Secondary Services Officer	26%	48%	61.3%	35.7%	A	G
Improve performance of cohort of learners entitled to Free School Meals (FSM) in The Capped Points Score indicator. (Points achieved in best eight course outcomes)	Secondary Services Officer	267.8	319.3	330.9	293.0	A	G

- Percentage of learners achieving 5 or more A* to C passes at GCSE or the vocational equivalent

Achievement Measure	Lead Officer	2012/13 Baseline Data (Summer 2012)	2013/14 Target (Summer 2013)	Aspirational Target (Summer 2015)	Current Annual Outturn (Summer 2013)	Performance RAG	Outcome Performance Predictive RAG
The percentage of learners achieving the Level 2 Threshold (5 or more A* to C passes at GCSE or the vocational equivalent)	Secondary Services Officer	77.3%	75.4%	86.3%	79.6%	G	G
The percentage of learners achieving the Level 2 Threshold inclusive of Mathematics and English and/or Welsh 1 st Language	Secondary Services Officer	59.6%	62.8%	69.9%	62.2%	A	G

- Percentage of learners achieving Core Subject Indicator at Key Stage 3

Achievement Measure	Lead Officer	2012/13 Baseline Data (Summer 2012)	2013/14 Target (Summer 2013)	Aspirational Target (Summer 2015)	Current Annual Outturn (Summer 2013)	Performance RAG	Outcome Performance Predictive RAG
The percentage of learners achieving the Core Subject Indicator at Key Stage 3	Secondary Services Officer	76%	77.2%	86.5%	80.0%	G	G

- Percentage of learners achieving Core Subject Indicator at Key Stage 2

Achievement Measure	Lead Officer	2012/13 Baseline Data (Summer 2012)	2013/14 Target (Summer 2013)	Aspirational Target (Summer 2015)	Current Annual Outturn (Summer 2013)	Performance RAG	Outcome Performance Predictive RAG
The percentage of learners achieving the Core Subject Indicator at Key Stage 2	Primary Services Officer	81.3%	81.7%	86.3%	85.5%	G	G

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Ensuring that we wisely invest our resources to achieve the aspirations of our plans.	School Phase Officers	A	↔	G
Ensuring that schools receive the support they need from the Council and those organisations commissioned to provide support services.	School Phase Officers	A	↑	A
Ensuring that schools work together effectively to share and develop best practice.	School Phase Officers	A	↔	G

Priority: Skills and Learning
Sub-Priority: Places of Modernised Learning
Impact: Improving places of learning to get the best learner outcomes

We said in 2013/14 we would: -

Make a difference through our School Modernisation Strategy by: -

- Implementing our Primary and Secondary School Modernisation plans.

Progress status	Progress RAG	A	Outcome RAG	A
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- Submitting a Business Case for future change to Welsh Government for approval.

Progress status	Progress RAG	G	Outcome RAG	A
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- Developing the design and building of planned new schools and the post-16 centre at Connah's Quay.

Progress status	Progress RAG	A	Outcome RAG	A
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- Strengthening school 'cluster working' and federations.

Progress status	Progress RAG	A	Outcome RAG	A
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- Improving Information Communication Technology Infrastructure in all schools using Learning in Digital Wales funding

Progress status	Progress RAG	G	Outcome RAG	G
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Achievement Milestones for strategy and action plans: (Lead Officer – Director of Lifelong Learning)

<ul style="list-style-type: none"> • Completing decision making on Infant and Junior School amalgamations. 							
Progress status			Progress RAG	G	Outcome RAG	G	
<ul style="list-style-type: none"> • Completing consultations on post-16 provision (Saltney and Flint). 							
Progress status			Progress RAG	A	Outcome RAG	A	
<ul style="list-style-type: none"> • Improving governance and financial resilience through having fewer schools. 							
Progress status			Progress RAG	A	Outcome RAG	A	
<ul style="list-style-type: none"> • Reducing surplus places 							
Achievement Measures	Lead Officer	2012/13 Baseline Data (Summer 2012)	2013/14 Target (Summer 2013)	Aspirational Target (Summer 2015)	Outturn data (January 2014)	Performance RAG	Outcome Performance Predictive RAG
Reduce the percentage of surplus places (primary)	Head of Development & Resources	17.83%	16.75%	10%	N/A	N/A	N/A
Reduce the percentage of surplus places (secondary)	Head of Development & Resources	12.76%	13.99%	10%	N/A	N/A	N/A
<ul style="list-style-type: none"> • Approval of Business Case by Welsh Government. 							
Progress status			Progress RAG	G	Outcome RAG	G	

<ul style="list-style-type: none"> Achieving Key 21st Century Schools planning and design. 				
Progress status	Progress RAG	A	Outcome RAG	G
<ul style="list-style-type: none"> Introducing 'wireless' technology in all schools in 2013/14 				
Progress status	Progress RAG	G	Outcome RAG	G

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Changing Demographics and Impact on Supply of School Places	Head of Development & Resources	A	↔	A
Community Attachment to Current Patterns of School Provision.	Head of Development & Resources	R	↔	A
Limited Funding to Address Backlog of Known R&M Works in Educational Assets	Head of Development & Resources Head of Assets and Transportation	R	↔	A
Programme Delivery Capacity.	Head of Development & Resources	R	↔	A
Approval of business Cases to Draw Down 21 st Century Schools Grant	Head of Development & Resources	R	↔	G

Priority: Skills and Learning
Sub-Priority: Apprenticeships and Training
Impact: Meeting the skills and employment needs of local employers

We said in 2013/14 we would: -

1. Work with the public, private and voluntary sectors to increase the number of apprenticeships, traineeships and work experience opportunities

Progress status	Progress RAG	A	Outcome RAG	G
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2. Launch the Employer's Promise in the public sector to promote and enhance our roles as employers

Progress status	Progress RAG	A	Outcome RAG	G
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3. Set a marketing strategy to communicate the range of apprenticeship and training programmes available

Progress status	Progress RAG	A	Outcome RAG	G
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4. Identify the skills gaps for an increased number of apprenticeship and alternative programmes and investment in training

Progress status	Progress RAG	A	Outcome RAG	G
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5. Support the development of the Young Entrepreneur Programme with the Flintshire Business Entrepreneurship Network

Progress status	Progress RAG	G	Outcome RAG	G
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6. Continue to develop and increase the number and range of Communities First Job Club programmes

Progress status	Progress RAG	G	Outcome RAG	G
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7. Implement skills development programmes in partnership with local employers

Progress status	Progress RAG	A	Outcome RAG	G
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Achievement Measures	Data Officer / Organisation	2012/13 Baseline Data	2013/14 Target	Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Reducing the percentage of 16 to 24 year olds claiming job seekers allowance	DWP	7.8% average	6.8%	7.0%	6.4%	G	G
Securing high levels of 16 year olds in education, employment and training	Careers Wales	97.7%		TBC	Annual Figure	TBC Q4	TBC Q4
Increasing the number of people who successfully establish and grow businesses	North Wales Economic Ambition Board	Flintshire (2011) - 420 new active businesses created 2012 – supported business to create 573 new jobs and safeguard 1,300	1,000	1,000	Q3 112 new 30 safeguarded Q1-3 cumulative 1020 new 1176 safeguarded	G	G

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Ensuring that employer places match current and future aspirations and needs.	Head of Human Resources & Organisational Development Head of Regeneration	G	↔	G

Ensuring capacity to support paid work placements and other programmes	Head of Human Resources & Organisational Development	G	↔	G
Strengthening the links between Schools, Colleges and employers	Director of Lifelong Learning	G	↔	G
Ensuring that education providers participate fully	Director of Lifelong Learning	G	↔	G

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Priority: Safe Communities
Sub-Priority: Community Safety
Impact: Keeping people and communities safe

We said in 2013/14 we would: -

1. Make a difference through our Community Safety Plan by:
- Working with young people to raise greater awareness of domestic abuse and sexual violence;
 - Improving the range of services available for people recovering from drug and alcohol misuse: and
 - Developing a partnership approach to deal with the harm caused by alcohol misuse.

Progress Status	Progress RAG	A	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Fewer high risk repeat victims of domestic abuse	Interim Head of Public Protection	28%	28%	28%	27.1%	G	G
Delivery of Training Sessions to young people regarding domestic abuse and sexual violence. Progress milestones for the improvement :							
Numbers of schools accessing Cats Paw Theatre Productions	Interim Head of Public Protection	N/A	12 (100%)	12 (100%)	6 (50%)	A	G
Percentage of young people reporting increased awareness following Performances of Cats Paw Production	Interim Head of Public Protection	N/A	85%	90%	85%	G	G
Completed treatments and waiting times for substance misuse services. Progress milestones for the improvement:							
Achieve a waiting time of less that 20 days from referral to treatment (KPI 2)	Interim Head of Public Protection	74.75%	80.00%	80.00%	83.33%	G	G

Treatment Completes (KPI 6)	Interim Head of Public Protection	68.32%	80.00%	80.00%	72.29%	A	G
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
How we can improve the public's perception of safety in the community.	Interim Head of Public Protection	G	↓	G
Ensuring that new Community Safety Partnership arrangements work effectively.	Interim Head of Public Protection	A	↔	G

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2. Implement the anti-social behaviour strategy for Council tenants				
Progress Status	Progress RAG	A	Outcome RAG	G

3. An effective Workplace Domestic Abuse Policy				
Progress Status	Progress RAG	A	Outcome RAG	G

4. Reduce the fear of crime by making best use of the latest technologies including closed circuit television				
Progress Status	Progress RAG	A	Outcome RAG	G

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
How we can fund the provision of CCTV with local partners	Interim Head of Public Protection Head of Development & Resources	A	↔	G

5. Develop a better understanding of how the Council can prevent human trafficking and sexual exploitation as part of a Safeguarding Strategy

Progress Status	Progress RAG	A	Outcome RAG	G
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Priority: Safe Communities
Sub-Priority: Traffic and Road Management
Impact: Improving road safety

We said in 2013/14 we would: -

- 1. Agree and implement a civil parking enforcement policy by:**
- Submitting a bid to Welsh Government to approve the Council's civil parking enforcement powers
 - Implementing civil parking enforcement

Progress Status	Progress RAG	G	Outcome RAG	G
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Gaining successful civil parking enforcement powers from Welsh Government.	Head of Assets & Transportation	G	↓	G

2. Implement the first phase of our speed limit review

Progress Status	Progress RAG	G	Outcome RAG	G
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3. Agree, subject to funding, the first phase of our 20mph zones outside schools

Progress Status	Progress RAG	G	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Implement 20 mph advisory zones	Head of Assets and Transportation	40	25	All 90 schools by end of 2014/15	0	R	R

4. Undertake a programme of installing improved street lighting

Progress Status	Progress RAG	G	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Reducing numbers of reportable road traffic collisions	Interim Head of Public Protection	Accidents 339	Accidents 325	Accidents 300	179	A	G
Reducing numbers of road traffic fatalities	Interim Head of Public Protection	Fatalities 4	Fatalities 4	Fatalities 3	4	A	A
Installing improved and energy efficient street lighting, signs and bollard units	Head of Streetscene	N/A	1.75 % Per Year	2.5 % Per Year	4.2%	G	G
Installation and replacement of structurally failed street lighting columns	Head of Streetscene	1.5 % per year	5 % Per Year	6 % Per Year	5.8%	G	G
The average number of calendar days taken to repair street lamp failures during the year (THS/009)	Head of Streetscene	3 Days	3 Days	2.5 Days	3.2 Days	A	G

5. Implement Regional Transport Plan road safety schemes

Progress Status	Progress RAG	G	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Implement Schemes	Head of Assets and Transportation	100%	100%	100%	40%	A	G

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Gaining public and local support for our road safety schemes.	Head of Assets & Transportation	A	↓	G
Making best use of our resources to meet our priorities for road safety.	Head of Assets & Transportation	A	↓	G

Priority: Poverty
Sub-Priority: Welfare Reform
Impact: Protecting people from poverty

We said in 2013/14 we would: -

1. Help prevent people from becoming homeless

Progress Status	Progress RAG	G	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Homeless Prevention for 6 months (HHA/013)	Head of Housing	83.41%	90%	90%	N/A (annual)	N/A	N/A

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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Meeting the growing costs of homeless prevention.	Head of Housing	A	↔	A
Rent arrears rising if tenants are unable to afford to pay their rent.	Head of Housing	A	↔	A

2. Provide advice and support services to help people protect their income

Progress Status	Progress RAG	G	Outcome RAG	A
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Amount of additional Social Security and Tax Credits paid to Flintshire residents as a result of the work undertaken by FCC (WEL/001)	Head of Housing	£2,000,000	£2,200,000	£3,500,000	£1,900,000	G	G
The following indicators are provided for information and monitoring only and are not suitable for target setting and performance RAGs							
Number of Flintshire residents assisted by FCC to claim Additional Social Security and Tax Credits	Head of Housing	1,200	N/A	N/A	1,005	N/A	N/A
Number of residents supported to successfully challenge adverse benefit decisions	Head of Housing	110	N/A	N/A	140	N/A	N/A
Number of residents accessing money management training	Head of Housing	N/A	N/A	N/A	49	N/A	N/A
Number of residents helped to move to more affordable accommodation	Head of Housing	N/A	N/A	N/A	39	N/A	N/A
Amount of debt managed as a result of advice provided by the Flintshire Welfare Rights and Money Advice Service	Head of Housing	£3,500,000	N/A	N/A	£5,746,954	N/A	N/A

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
The Welfare Rights and Money Advice Service being able to meet demand.	Head of Housing	A	↔	A
Local neighbourhood services may suffer as residents have less income to spend.	Head of Housing	A	↔	A

Priority: Poverty
Sub-Priority: Fuel Poverty
Impact: Protecting people from poverty

We said in 2013/14 that we would: -

1. Develop a regional ECO scheme with key partners

Progress Status	Progress RAG	G	Outcome RAG	G
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
We could be unsuccessful in establishing an ECO partnership.	Head of Housing	G	↓	G

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2. Help residents in the private sector to access funding support to improve the thermal efficiency of their homes

Progress Status	Progress RAG	G	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
£75,000 anticipated annual energy bill savings secured	Head of Housing	£270,245	£75,000	£75,000 per year	£113,620	G	G

Annual carbon emission reduction of 5,000 tonnes	Head of Housing Head of Assets & Transportation	17,412 tonnes	5,000 tonnes	5,000 tonnes per year	10,456 tonnes	G	G
Total number of measures installed through ECO and other energy efficiency funding	Head of Housing	920 measures	200 measures	200 measures per year	353 measures	G	G

3. Deliver energy efficiency measures to Council homes.

Progress Status	Progress RAG	G	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Number of Council homes receiving energy efficiency measures	Head of Housing	363 homes	77 homes	200 Homes	87 Homes	G	G

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Residents may not take up the energy efficiency measures available as we hope (links to activities 2 & 3)	Head of Housing	G	↓	G
Available funding might fall short of public demand (links to activities 2 & 3)	Head of Housing	G	↓	G

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Priority: Environment
Sub-Priority: Transport Infrastructure and Services
Impact: People being able to access employment, local services and facilities

We said in 2013/14 we would: -

1. Use available funding to support Council priorities for accessing employment, health, leisure and education

Progress Status	Progress RAG	G	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Taith Programme (externally funded) – Regional Transport Plan	Head of Assets and Transportation	4	3	3	2 (with 2 in progress)	G	G
Rural Development Plan (externally funded)	Head of Assets and Transportation	2	2	2	1	G	G

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2. Prioritise the Council's road infrastructure for repairs and maintenance and implement network improvement programmes

Progress Status	Progress RAG	G	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Percentage of principal (A) roads that are in overall poor condition (THS/011a)	Head of Assets and Transportation	2.20%	6%	6%	Annual Indicator	N/A	N/A

Percentage of non-principal (B) roads that are in overall poor condition (THS/011b)	Head of Assets and Transportation	2.81%	6%	6%	Annual Indicator	N/A	N/A
Percentage of non-principal (C) roads that are in overall poor condition (THS/011c)	Head of Assets and Transportation	8.02%	9%	6%	Annual Indicator	N/A	N/A
Percentage of principal (A) roads, non-principal (B) roads and non-principal (C) roads that are in overall poor condition (THS/012)	Head of Assets and Transportation	5.41%	6%	6%	Annual Indicator	N/A	N/A

Aspirational targets have been set in line with the Welsh Government guidelines for the condition of principal roads and allows resources to be prioritised on non-classified roads.

3. Improve facilities and routes for pedestrians and cyclists

Progress Status	Progress RAG	G	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Number of users on the network evidenced through counter data	Head of Assets and Transportation	N/A	50,000	70,000	115,369 (23,842 pedestrians / 91,527 cyclists)	G	G

4. Seek approval from Welsh Government for the Deeside Infrastructure Business Plan and implement its proposals

Progress Status	Progress RAG	A	Outcome RAG	A
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Ensuring that the County's infrastructure is adequate to support economic growth.	Head of Assets & Transportation	A	↓	G
Securing funding to ensure our highways infrastructure is safe and capable of economic growth.	Head of Assets & Transportation	A	↓	G

5. Support TAIH to produce a regional bus strategy: Improving cross County travel and access

Progress Status	Progress RAG	G	Outcome RAG	G
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6. Review the Council's subsidised bus services to improve access to employment, health, leisure and education

Progress Status	Progress RAG	G	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Number of passengers for Deeside Shuttle	Head of Assets & Transportation	63,500 per annum (average)	64,000+ (extra 42 pax. per month)	64,000+ (extra 42 pax. per month)	63,979	A	G
Number of concessionary passes in circulation	Head of Assets & Transportation	81.1% (30,907)	78%	80%	76.82%* (29,085)	A	G

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Ensuring sustainable transport options remain attractive to users.	Head of Assets & Transportation	A	↔	G

Priority: Environment
Sub-Priority: Carbon Control and Reduction
Impact: Reducing our carbon impact on the natural environment

We said in 2013/14 we would: -

1. Market and promote carbon reduction measures within the Council, with our partners and with the public to manage and reduce emission levels.

Progress Status	Progress RAG	G	Outcome RAG	G
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2. Challenge the Council's carbon emissions, through our assets, vehicles and people behaviour: -

- Investing in renewable energy schemes
- Investing in a more efficient fleet (vehicles)
- Improving our waste management measures

Progress Status	Progress RAG	G	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Reduce our carbon footprint through delivery of our Carbon Reduction Strategy (non-domestic property portfolio)	Head of Assets & Transportation	Current tonnes of carbon 14,112.5 (weather corrected)	Target 5% reduction	60% by 2021	-0.85% April to Dec	R	A
The percentage of local authority municipal waste recycled (WMT/010ii)	Head of Streetscene	20.37%	22%	24%	22%	G	G

The percentage of local authority municipal waste received at all local authority household waste amenity sites that is prepared for reuse, recycled or of source segregated bio waste that is composted or treated biologically in another way (WMT/011)	Head of Streetscene	51.83%	62%	75%	54%	R	A
The percentage of municipal waste collected by local authorities sent to landfill (WMT/004b)	Head of Streetscene	41.37%	49%	30% by 2025	41%	G	G

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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Ensuring that recycling and energy efficiency programmes are supported by the public and employees.	Head of Assets & Transportation Head of Streetscene	A	↓	G

3. Promote and increase the number of homes receiving energy efficiency measures in the Deeside Housing Renewal Area

Progress Status	Progress RAG	G	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Number of homes receiving energy efficiency measures	Head of Housing	588	200	600	353	G	G
Overall annual reduction in carbon emissions from housing	Head of Housing	14,312	5000 lifetime tonnes of CO2	5000 tonnes per annum	10,456	G	G
Overall annual fuel bill reduction for residents	Head of Housing	£181,080	£75,000	£75,000 per annum	£113,620	G	G

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Securing sufficient funding for renewable energy schemes.	Head of Assets & Transportation	G	↓	G

4. Encourage public utilisation of recycling facilities and services

Progress Status	Progress RAG	G	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
The percentage of municipal waste collected by local authorities sent to landfill (WMT/004b)	Head of Streetscene	41.37%	49%	30% by 2025	41%	G	G
Increase the level of recycling in order to achieve the statutory Welsh Government targets	Head of Streetscene	55%	59%	63% by 2025	55%	A	A

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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Ensuring that recycling and energy efficiency programmes are supported by the public and employees	Head of Assets & Transportation Head of Streetscene	G	↔	G

5. Encourage residents and employees to use more sustainable forms of transport

Progress Status	Progress RAG	G	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Increase in the number of users on our cycleway networks <i>(data from counters)</i>	Head of Assets and Transportation	N/A	50,000	70,000	115,369 (23842 pedestrians / 91527 cyclists)	G	G

6. Complete the review and rationalise the Council's assets

Progress Status	Progress RAG	A	Outcome RAG	A
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Reduce the number of corporate office buildings we own and occupy	Head of Assets and Transportation	3 buildings	Close 1 building	2	0	A	A

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Ensuring that buildings are used effectively to match our priorities	Head of Assets & Transportation	A	↔	G

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Priority: Modern and Efficient Council
Sub-Priority: Organisational Change
Impact: Managing services well to achieve our priorities

We said in 2013/14 we would agree an organisational change programme that will: -

1. Establish a future 'operating model' for a modern Council

Progress Comment	Progress RAG	G	Outcome RAG	A
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2. Integrate business units and consider alternative models

Progress Comment	Progress RAG	G	Outcome RAG	A
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Gaining political agreement to the future operating model. (Links to activities 1 and 2)	Chief Executive	A	↔	G

3. Streamlining the organisation

Progress Comment	Progress RAG	G	Outcome RAG	A
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Number of planned service reviews which have been completed.	Head of HR & OD	19 completed to date	15 *	N/A - Now overtaken by Value for Money	13	A	G

* 2013/14 target may change dependent on the identification of priorities as part of Change Programme

4. Modernise working practices

Progress Comment	Progress RAG	G	Outcome RAG	A
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Procurement process efficiencies achieved	Head of ICT and Customer Services	£24,000	£102,000	£267,000	£80,804	A	G
Procurement cost efficiencies achieved	Head of ICT and Customer Services	N/A	£1.723m	£2.673m	£0.970m	A	A
* iTrent process efficiencies achieved	Head of HR & OD	£3,211	£6,427	£11,780	£4,000	A	A

* iTrent process efficiencies will be achieved through the Organisation Admin Review. These savings relate to the introduction of automated expenses and based on the assumption that roll out across the whole organisation is completed before April 2014. Future development work will release comparable process efficiencies

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Gaining workforce and Trade Union agreement and acceptance of the organisational changes. (Links to activities 1 - 4)	Chief Executive	A	↔	G
Keeping up workforce motivation and morale to prevent resistance to organisational change and minimise service disruption such as industrial action. (Links to activities 1 - 4)	Directors and Heads of Service	A	↔	G

5. Provide capability and capacity to manage a reduced sized organisation

Progress Comment

Progress RAG

A

Outcome RAG

A

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Ensuring organisational capability to make the changes happen and sustain the model. (Links to activities 1-5)	Head of HR & OD	A	↔	G
How we can fund the necessary investment costs to create change. (Links to activities 1 -5)	Chief Executive Head of Finance	A	↔	G

Priority: Modern and Efficient Council
Sub-Priority: Matching Resources to Priorities
Impact: Protecting local frontline public services through the best use of our resources

We said in 2013/14 we would: -

1. Agreement of the Council Priorities for this Council				
Progress Comment	Progress RAG	G	Outcome RAG	G

2. Agreement of the capital and revenue resources to deliver our priorities for this Council				
Progress Status	Progress RAG	A	Outcome RAG	G

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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Resources in place to fund 2013/14 priorities	Head of Finance	N/A	100%	100%	100%	G	G
Resources in place to fund future year priorities	Head of Finance	N/A	N/A	100%	100% for 2014/5 N/A for future years	A	A

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Securing Council agreement to the priorities.	Chief Executive	A	↔	G
Ensuring sufficient capital & revenue resources to meet ambition of our priorities.	Head of Finance	G	↔	A
Funding the delivery of our priorities if the national financial position worsens.	Head of Finance	G	↔	A
Gaining political agreement to a business approach for fees and charges which may have public opposition.	Head of Finance	R	↔	G

Priority: Modern and Efficient Council
Sub-Priority: Achieving Efficiency Targets
Impact: Protecting local frontline public services through the best use of our resources

We said in 2013/14 we would: -

1. Agree a four year organisational change & efficiency programme

Progress Status	Progress RAG	A	Outcome RAG	A
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2. Agree a specific saving and efficiencies programme for 2014/15

Progress Status	Progress RAG	G	Outcome RAG	G
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3. Agree the value for money strategy to support them

Progress Status	Progress RAG	G	Outcome RAG	A
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4. Achieving our targeted efficiencies for 2013/14

Progress Status	Progress RAG	A	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Achieve 85% or more of the agreed efficiencies included within the 2013/14 budget	Head of Finance	146%	85%	85%	78%	A	G
Seek alternative efficiencies for the remaining 15%(or more) to bring the budget outturn in within budget	Head of Finance	N/A	15%	15%	42%	G	G

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Delivery of priorities if the national financial position worsens.	Chief Executive Head of Finance	G	↔	A
Gaining Political Agreement of the Financial Plan.	Chief Executive Head of Finance	A	↔	A
Ensuring the organisation responds positively to the financial plan and has the capability and capacity to make it happen.	Chief Executive Head of Finance	A	↔	A

Priority: Modern and Efficient Council
Sub-Priority: Procurement Strategy
Impact: Making our money go further through smart procurement

We said in 2013/14 we would:-

1. Simplify, standardise and automate our local procurement arrangements both in professional practice and the use of technology.

Progress Status	Progress RAG	A	Outcome RAG	A
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/017 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Achievement of procurement process efficiencies	Head of ICT & Customer Services	£24,000	£102,000	£267,000	£53,000	A	G
Achievement of procurement cost efficiencies	Head of ICT & Customer Services	N/A	£2.23m	£2.673m	£0.970m	A	A

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Ensure the internal adoption of improved procurement practice and process.	Head of ICT & Customer Services	G	↓	G

2. Optimise procurement efficiencies through the use of regional procurement frameworks.

Progress Status	Progress RAG	A	Outcome RAG	A
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/017 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Achievement of efficiency savings achieved due to the use of regional procurement frameworks.	Head of ICT & Customer Services	£257,000	£250,000	£300,000	£243,000 (cumulative)	G	G

3. Using the new Welsh National Procurement Service effectively to maximise the benefits for the organisation.

Progress Status	Progress RAG	A	Outcome RAG	A
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

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Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Keep up the pace of collaboration to maximise procurement efficiencies through the use of the National Procurement Service and regional procurement frameworks (links to activities 2- 4).	Head of ICT & Customer Services	A	↓	G

4. Implement proposals for a joint Flintshire and Denbighshire corporate procurement unit.

Progress Status	Progress RAG	A	Outcome RAG	G
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
How we avoid delays in agreeing and implementing new joint arrangements.	Head of ICT & Customer Services	A	↔	A

5. Develop an improved corporate approach to community benefits and supply chain management to benefit the organisation, local communities and the local economy

Progress Status	Progress RAG	A	Outcome RAG	A
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Page 04

Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Number / Percentage of applicable contracts which include community benefits clauses.	Head of ICT & Customer Services	1 Contract	100%	100%	100% (2)	G	G

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Having the creativity to apply community benefit clauses within contracts.	Head of ICT & Customer Services	A	↔	G

Priority: Modern and Efficient Council
Sub-Priority: Asset Strategy
Impact: Having the right buildings in the right places for the right uses

We said in 2013/14 we would: -

1. Renew the Asset Strategy alongside capital planning

Progress Status	Progress RAG	A	Outcome RAG	G
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2. Reduce the number of office buildings

Progress Status	Progress RAG	A	Outcome RAG	G
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3. Extend the use of Agile Working

Progress Status	Progress RAG	R	Outcome RAG	R
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Reduction in the cost per m2 per person in our offices	Head of Assets and Transportation	£1,233.00	£1,172.18	£794	£1,233.00	R	A
Increase the use of our property assets by increasing partnership through the public and	Head of Assets and Transportation/Head of Housing	1 Connects Office	3 Connects Offices	5 Connects Offices by 2016	1	A	G

third sector via our Flintshire Connects and other property rationalisation approaches.							
Reduction in our office storage space requirements (incremental)	Head of Assets and Transportation	12%	10%	2% by 2016	10%	G	G
Reduction in our core office buildings from three to two (core buildings to be smaller and more energy efficient)	Head of Assets and Transportation	3	2	2 by 2017/18	3	A	G
Reduce our carbon footprint through delivery of our Carbon Reduction Strategy (non-domestic property portfolio)	Head of Assets and Transportation	Current tonnes of carbon 14,112.5 (weather corrected)	Target 5% reduction	60% by 2021	0.85%	A	A

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Gaining public acceptance to the rationalisation of assets.	Head of Assets & Transportation Head of Housing	A	↔	G

How we can invest and ensure we have the capacity to implement the strategy.	Head of Assets & Transportation Head of Housing	A	↔	G
Gaining workforce agreement and acceptance of agile working practices.	Head of Assets & Transportation Head of ICT & Customer Services	A	↔	G

Priority: Modern and Efficient Council
Sub-Priority: Access to Council Services
Impact: Improving customer services

We said in 2013/14 we would: -

1. Complete Phase 1 of our Flintshire Connects programme and the design of Phase 2

Progress Status	Progress RAG	G	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
The opening of new Flintshire Connects Centres	Head of ICT & Customer Services	1 (as at 1/4/13)	2 Connects Offices	5 Connects Offices by 2016	On target	G	G
Scale of use of all Flintshire Connects Centres (footfall)	Head of ICT & Customer Services	3514 (between 1/1/13 and 31/3/13)	17,000	70,000	26,026 from 1/4/13 to 31/12/13	G	G
Customer satisfaction rating	Head of ICT & Customer Services	n/a	100%	100%	100%	G	G

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
How we can ensure the investment to further improve access to our services.	Head of Housing / Head of ICT & Customer Services	G	↓	G
How the Council adjusts its processes and practices to support Flintshire Connects and the increased use of self-service.	Head of ICT & Customer Services	A	↔	G
Ensuring a positive public response to the changing ways our services can be accessed.	Head of ICT & Customer Services	G	↓	G

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2. Implement a newly modernised website with increased and improved digital services

Progress Status	Progress RAG	G	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Scale and take-up of the new digital services (no. of visitors) per annum	Head of ICT & Customer Services	1,459,283	1,500,000	2,000,000	1,706,161	G	G
Customer feedback	Head of ICT & Customer Services						
- Satisfied with visit to website		73.3%	80%	85%	Not available	N/A	N/A
- Successfully found what they were looking for		73.54%	80%	85%	Not available	N/A	N/A

Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Ensuring our customers can access our digital services.	Head of ICT & Customer Services	G	↓	G

3. Launch the new Flintshire mobile application “app”

Progress Status	Progress RAG	G	Outcome RAG	G
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Achievement Measures	Lead Officer	2012/13 Baseline Data	2013/14 Target	2016/17 Aspirational Target	Current Outturn	Performance RAG	Outcome Performance Predictive RAG
Take-up of Flintshire’s Mobile App	Head of ICT & Customer Services	N/A	To be determined	To be determined	118	N/A	N/A
No. of enquiries received via the mobile app	Head of ICT & Customer Services	N/A	To be determined	To be determined	101	N/A	N/A
Customer feedback - Satisfied with mobile app service	Head of ICT & Customer Services	N/A	To be determined	To be determined	N/A	N/A	N/A

4. Review and improve our Customer Service Standards

Progress Status	Progress RAG	A	Outcome RAG	G
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Priority: Modern and Efficient Council
Sub-Priority: Single Status
Impact: Achieving a fair and affordable pay and grading structure

We said in 2013/14 we would: -

1. Agree and implement a legal, affordable, acceptable and workable Single Status Agreement.

Progress Status	Progress RAG	G	Outcome RAG	A
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

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Risk	Manager Responsible	Net Score	Risk Trend	Target Score
An Agreement being reached within agreed timescales and how the Single Status Agreement and modernised terms and conditions are paid for in the long term with reduced financial resources.	Head of HR & OD Head of Legal & Democratic Services	A	↔	G

2. Adopting a modernised set of terms and conditions of employment so that we are a more customer focused organisation

Progress Status	Progress RAG	G	Outcome RAG	G
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Employee / TU and organisational drive and commitment to work more flexibly / to extend opening hours.	Head of HR & OD Heads of Service	A	↔	G

3. Resolving and settling potential equal pay claims

Progress Status	Progress RAG	G	Outcome RAG	G
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Risks to Manage

Net Score = Risk level as it is now

Target Score = Anticipated risk level when all actions are completed / satisfactory arrangements are in place

Risk	Manager Responsible	Net Score	Risk Trend	Target Score
Negotiating an affordable settlement rate for issued claims and meeting all settlement costs within defined funding range.	Head of HR & OD Heads of Service	A	↔	G

FLINTSHIRE COUNTY COUNCIL

REPORT TO: **CABINET**

DATE: **TUESDAY, 18 MARCH 2014**

REPORT BY: **DIRECTOR OF ENVIRONMENT**

SUBJECT: **SETTING UP OF A JOINT COMMITTEE FOR THE CLWYDIAN AREA OF OUTSTANDING NATURAL BEAUTY**

1.00 PURPOSE OF REPORT

- 1.01 To seek Cabinet approval for the formation of a Joint Committee for the Clwydian Range and Dee Valley Area of Outstanding Natural Beauty (AONB).

2.00 BACKGROUND

- 2.01 In 2011 the Environment Minister Mr John Griffiths confirmed the Clwydian Range and Dee Valley AONB Designation Order. This Order gave new national recognition and landscape protection to a substantial part of the Counties of Denbighshire and Wrexham. The AONB geographically now stretches from Prestatyn in the North, to Corwen in the West and Chirk Castle in the East. It also includes the attractive towns of Llangollen and Corwen and encompasses 390 square kilometres of the three Counties of Wrexham, Flintshire and Denbighshire.
- 2.02 Denbighshire is the Lead Authority for the AONB and has been since Local Government Reorganisation in 1996. Denbighshire will continue to be the Lead Authority for the Joint Committee; as such it will provide the Secretary and Treasurer for the Joint Committee. In recognition of this, the existing AONB Committee (the Joint Advisory Committee (JAC)) decided to review its present membership and, to be inclusive, decided to have a balanced membership of all 3 Local Authorities (Denbighshire, Flintshire and Wrexham). Each of the Local Authorities was invited to send 3 Members to future meetings of the JAC. Recently Councillors Carolyn Thomas, Nigel Steel-Mortimer and Nancy Matthews have attended on behalf of Flintshire. Following agreement at the Group Leaders' meeting in June 2012, Councillor Colin Legg is the identified substitute.
- 2.03 The JAC also commenced a review of its Governance arrangements by holding a series of seminars and preparing presentation material. The JAC were of the view that they would like in future to have a more robust relationship with the 3 Local Authorities. Following

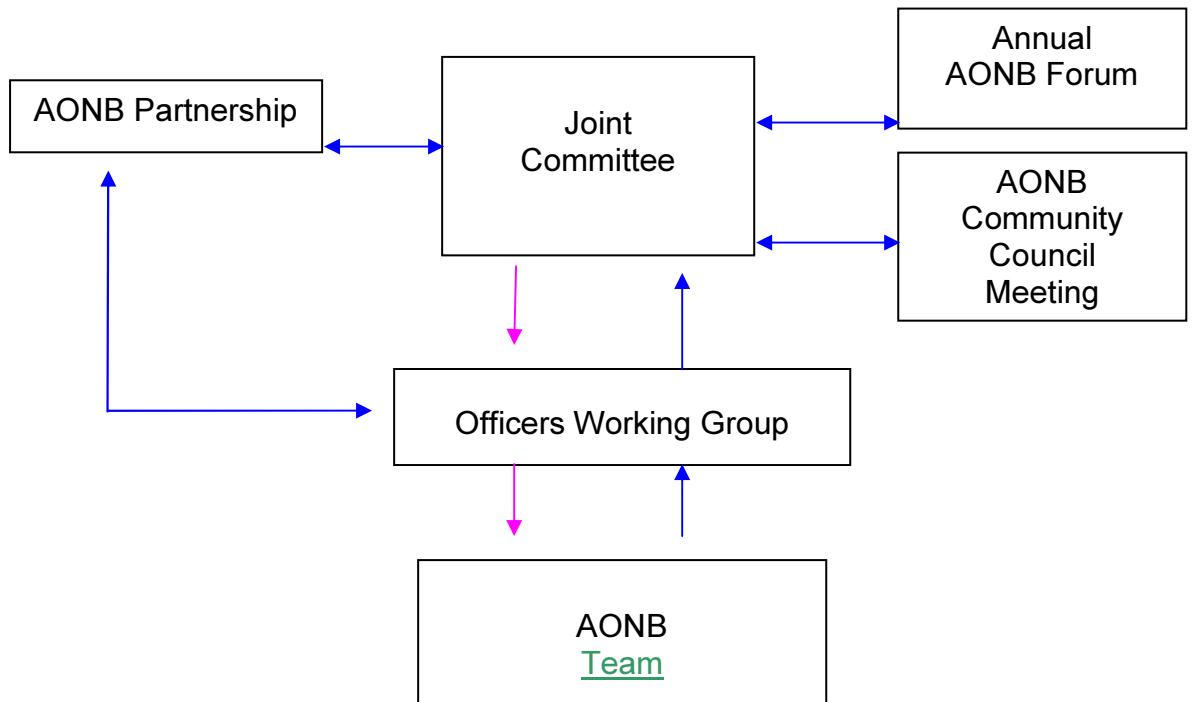
consideration of other models such as Conservation Boards and the establishment of a Limited Company, the Sub Committee proposed that the Joint Committee (JC) Model was the best mechanism to achieve this aim. The Joint Committee Model provides the best mechanism to establish a tight, strategic, senior group of Members and Officers who will focus on the future direction of the AONB's development. The Joint Committee will be supported, and advised by, the Officers' Working Group and AONB Partnership as well as establishing links to the AONB Forum and Community Councils.

- 2.04 The Chair of the JAC and the Chief AONB Officer have met with all three Local Authority Leaders, their Chief Executives and Lead Officers to seek their views on the formation of a Joint Committee. All are supportive.

3.00 CONSIDERATIONS

- 3.01 To create and set up a Joint Committee, approval is required from the relevant Cabinets/ Executives of the individual Local Authorities as Statutory Functions will through this model be Delegated to the Joint Committee. Power to Delegate and/or Discharge their functions are granted under S101 of the Local Government Act 1972.
- 3.02 To formalise the future Joint Committee arrangement a Legal Agreement will need to be approved and signed by all 3 Local Authorities. A draft of this document is appended to this report as Appendix 1.
- 3.03 The Joint Committee which will be made up of 6 Cabinet Members, two from each Local Authority and a Secretary and Treasurer. The Joint Committee will be fully supported by an AONB Partnership, an officer Working Group and an Annual Forum. The proposed structure is set out in the attached draft Legal Agreement at Appendix 3. Voting at the Joint Committee will be on the basis of one vote per Councillor in attendance. Any matters that the nominated Councillors do not have delegated powers to advise the Joint Committee of will have to be subject to referral back to an appropriate Cabinet meeting.

**STRUCTURE FOR THE CLWYDIAN RANGE
AND DEE VALLEY AREA OF OUTSTANDING NATURAL BEAUTY
MANAGEMENT AND GOVERNANCE**



Colour Key

- ↔ Flow of information
- Delegation

- 3.04 There is no doubt that the Clwydian Range and Dee Valley AONB now incorporates a significant central geographical land mass (nearly 39,000 acres with popular attractions such as the Offa’s Dyke path, the Nercwys Forest, Loggerheads Woods and the Llandegla Mountain Bike Centre (300,000 visitors per annum) and attractions with potential, such as Minera Lead Mines.
- 3.05 The economies is within the three Authorities have undergone a radical change over the last 50 years. For Flintshire, whilst we have seen a recent increase in advanced manufacturing, there has been a reduction in heavy manufacturing and engineering and a total loss of coal mining, a mechanisation and rationalisation of holdings of farms and subsequent loss in employment in the rural areas.
- 3.06 All three authorities have acknowledged the important role that rural tourism can play in their local economies. Most of the significant tourism attractions in North East Wales lie now within the AONB and it is that setting in the landscape of the AONB that makes each one so attractive, including the Offa’s Dyke path, Ty Mawr Country Park, the Llangollen Railway and Loggerheads are all key destinations that are and can work in harmony with the AONB.

3.07 The key benefits of the Joint Committee are:

- **Greater Visibility of the AONB** and the delegated power to champion the designation and achieve the objectives as set out in the legal Agreement at section 3 The AONB has its own voice and can agree actions with others.
- **Improved clarity** - having a more clearly defined role, responsibilities and accountability for the governance of the AONB.
- **Improved co-ordination of AONB Actions** - having the authority to act across the local authority boundaries and provide the opportunities to draw on other funding streams such as the Rural development plan, Heritage Lottery Fund and the Aggregates Levy Fund for Wales.
- **Improved efficiency and effectiveness** - being the single point of contact for all AONB governance issues. It is small enough to make decisions and large enough to generate debate.
- **Explicit strategy** - having a clear programme to deliver the AONB Vision.
- **Focused Leadership** – having the resources to implement the AONB programme, with Elected Members focussing on the purposed of AONB designation and the needs of citizens and service users. They will deliver a high quality, cost effective service.
- **Responsible stewardship** - being held to account. It is responsible with resources, especially other people's resources including those funding streams highlighted above.
- **Icons** - there are specific jewels which straddle more than one Authority. The Joint Committee will influence and contribute to the management of them which include: The Pontcysyllte Aqueduct and Llangollen Canal World Heritage Site, Moel Famau and the Jubilee Tower and Offa's Dyke National Trail.

3.08 The Joint Committee model is seen as 'good practice' for the governance of the AONB and the AONB Officers will be taking forward many aspects of the existing Interim Joint Advisory Committee to ensure its success.

3.09 The Joint Committee will establish the principle of the AONB Partnership at its first meeting, which will be made up of a number of outside bodies including representation from communities, landowners and business. The Local Authorities will also be seeking, by invitation, representation from individuals and sectors e.g. national

3.10 Farmers Union or the Country Landowners Association to represent the five key aspects of the

- Management Plan;
- Access and Recreation;
- the Natural Environment;
- the Built Environment and
- the Historical Environment.

3.11 The Partnership will also be looking for qualified individuals that will give the AONB a more comprehensive partnership.

3.12 To show a comprehensive approach to consultation the AONB will also hold an annual event based on a specific theme e.g. Sustainable Tourism or the Built Environment.

3.13 The setting up of a Joint Committee would contribute to the Council's Improvement Priorities in the following ways:-

- **Economy** - there is no doubt that rural tourism economy plays a key role to the success of rural Authorities; this is reflected in the Council's priority within the Improvement Plan in relation to Economy and Enterprise and, in particular, making local communities viable and vibrant as well as supporting local businesses. The AONB supports these aims through a framework of the Europarc Sustainable Tourism Charter that was granted to the AONB in 2009. This of course only related to the smaller Clwydian Range AONB. The business Group formed from the Charter now has over 120 members. The Charter is due to be renewed in 2014 taking in to account the larger geographic area the AONB now occupies. The funding for the strategy is in place.

Over the previous 5 years, members of the AONB Team (structure as set out in the Legal Agreement) have brought in over £3,000,000 in external grants. These have included the 'Centre of Excellence Cycling Project', 'Communities and Nature' development project, 'Walking with Offa' and 'Heather and Hillforts' HLF Project.

- **Health and Wellbeing** - Both visitors and residents are encouraged to participate in outdoor events from walking, cycling, education to specific health events. In the future one aspect of work will focus on an inclusion project on education for other areas in North Wales and the North West. This work will support the Council's Improvement Priority in relation to Living Well. This priority seeks to create more healthier and active lifestyles.

- **Community** - Welsh Government has in recent years, played a pivotal role in supporting the AONBs through their Sustainable Development Fund. This has meant at least £50,000 per annum going to local community projects e.g. rural apprenticeships; local food trails; small grants to village halls and small, rural business events; in 2013/14 that figure is £70,000.

3.14 The Officers of all three Local Authorities see stronger collaboration between them as the way forward for the AONB. In previous guises this has been informal. The Joint Committee formalises this and shows that the Local Authorities can work in a structured and collaborative way. Other outside bodies may well use the Joint Committee to fund projects in North East Wales that focus on the AONB.

4.00 RECOMMENDATIONS

4.01 That Cabinet approve :-

1. The Setting up of a Joint Committee.
2. The Joint Committee arrangements as set out in the Draft Legal Agreement as appended to this report excluding any financial commitments above current levels and amendments to the period of notice provided prior to withdrawal from the Joint Committee.
3. The nominations of Members to sit on the Joint Committee. At this stage, it is suggested that the Deputy Leader and Cabinet Member for Economy and Regeneration, are initially nominated to represent the Council.

5.00 FINANCIAL IMPLICATIONS

5.01 The Joint Committee will be hosted by each Authority in turn; the host Authority will provide the logistical support for that meeting with Denbighshire retaining the role of Secretariat. These costs will be mainly to Legal and Democratic Services.

5.02 Denbighshire will provide a separate Budget Line and Report to the Committee. As with all Joint Committee Budgets the budget will have to be independently audited by the Welsh Audit Office. The cost of the audit will be met from the Joint Committee's budget. The audited account will be shared with the Joint Committee and each Authority.

5.03 In terms of the budget the current budget and contributions of each of the authorities can be seen in the Legal Agreement. Over the next five years the budget will become, by negotiation, equitable between the three Authorities. Flintshire currently contributes £26,500 plus officer time towards the Joint Advisory Committee. The draft legal opinion supposes that this will increase over five years to £42,136

which would be considerably more than the current spend. The principle of making an increased contribution in accordance with the methodology shown in the draft agreement is not accepted at this stage, as the geographical area within Flintshire has remained the same. It is recommended that in a time of general reductions in spending, the Joint Committee be asked to keep the overall cost, and therefore the contribution made by Flintshire, to the minimum necessary for the effective working of the Committee.

6.00 ANTI POVERTY IMPACT

6.01 None.

7.00 ENVIRONMENTAL IMPACT

7.01 One of the aims of the AONB is protect and enhance the landscape of the area. The Joint Committee would assist in the delivery of that aim.

8.00 EQUALITIES IMPACT

8.01 An Equality Impact Assessment has been completed by Denbighshire County Council into the creation of the Joint Committee. This is attached at Appendix 2.

9.00 PERSONNEL IMPLICATIONS

9.01 Denbighshire is the Lead Authority for the AONB as it has been since Local Government Reorganisation in 1996. Denbighshire will continue to be the lead Authority for the Joint Committee; as such it will provide the following Officers for the Joint Committee: the Secretary and Treasurer,

10.00 CONSULTATION REQUIRED

10.01 The Clwydian Range Interim JAC.

10.02 Denbighshire, Flintshire and Wrexham County Borough County Councils, by way of Leaders, Lead Members, Chief Executives and Lead Officers, including Finance Officers.

11.00 CONSULTATION UNDERTAKEN

11.01 None.

12.00 APPENDICES

12.01 Appendix 1 - Draft Legal Agreement
Appendix 2 – Equality Impact Assessment

LOCAL GOVERNMENT (ACCESS TO INFORMATION ACT) 1985
BACKGROUND DOCUMENTS

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CLWYDIAN RANGE AND DEE VALLEY

AREA OF OUTSTANDING NATURAL BEAUTY

JOINT COMMITTEE AGREEMENT



**Bryniau Clwyd a
Dyffryn Dyfrdwy**
Clwydian Range
and Dee Valley

Ardal o Harddwch Naturiol Eithriadol
Area of Outstanding Natural Beauty

An **AGREEMENT** made as a deed the _____ day of
 2013 **BETWEEN**

Denbighshire County Council of County Hall, Wynnstay Road, Ruthin, Denbighshire of the first part (“DCC”) and **Flintshire County Council** of County Hall, Mold, Flintshire of the second part (“FCC”) and **Wrexham County Borough Council** of The Guildhall, Wrexham of the third part (“WCBC”)

WHEREAS

- (1) The Authorities wish to establish a Joint Committee of the Authorities with the aims powers functions objectives and duties referred to in this Agreement
- (2) The Authorities have agreed to enter into this Agreement to give effect to those wishes

1. INTERPRETATION

1.1 Expressions in the left hand column of the interpretation table below shall be construed in accordance with the right hand column

Interpretation Table	
Action Plan	an annual plan of action approved by the Joint Committee of projects, schemes and actions to be undertaken by the Joint Committee, any Authority or any Partner to implement the strategy and policies of the Management Plan
Actions Budget	The aggregate budget (inclusive of external funding) available to the Joint Committee or to any Authority or Partner in any year for the purpose of carrying into effect the Action Plan.
Annual Contribution	The contribution payable by each Authority towards the Core Budget as determined under paragraph 8.3.
Annual Report	the annual report of the Joint Committee
AONB	an area designated as an area of outstanding natural beauty under Section 82 of the CROW Act
AONB Annual Forum	An annual forum on AONB activities and issues having the terms of reference and constitution set out in Appendix 5
AONB Community Council Meeting	A forum of (among others)

	representatives of the Community Council of each Community within the AONB to consider AONB activities and issues.
AONB Officer	The officer appointed as Head of the AONB Unit
AONB Partnership	A partnership formed to advise the Joint Committee on the exercise of the Functions and having the terms of reference and constitution set out in Appendix 4
AONB Team	the team of officers employed by the Lead Authority within Denbighshire's Countryside and Heritage Service and having the role and functions described in Section 5.
Associated Bodies	The AONB Annual Forum, the AONB Community Council Meeting, any Topic Group, the Officers' Working Group and the AONB Partnership.
Budget	the Core Budget (both central and Area) and the Actions Budget of the Joint Committee in any year
Call In	The process whereby an Executive decision is called in by non executive members of an Authority.
Clwydian Range and Dee Valley AONB (CR and DV AONB)	the Clwydian Range and Dee Valley Area of Outstanding Natural Beauty
Commencement Date	2013
Core Budget	the budget(including overheads) relating to expenditure on core functions in any year relating to both central and area activities.
Core Functions	those Functions which are potentially eligible from time to time for the highest prevailing rate of grant payable by Natural Resources Wales
Core Grant	The grant payable by Natural Resources Wales in any year towards expenditure on Core Functions
CROW Act	the Countryside and Rights of Way Act 2000
Functions	the functions of the Joint Committee as set out in paragraph 3.3.
General Development Proposals	developments within existing village boundaries; extensions to existing buildings, approval of conditions in relation to existing planning permissions; amended applications; access and boundaries; alterations to

	existing telecoms infrastructure; small domestic or other structures such as sheds or stable blocks.
Joint Committee	the Clwydian Range and Dee Valley AONB Joint Committee
Lead Authority	Denbighshire County Council or as determined under paragraph 9.6.
Management Plan	The AONB management plan for the Clwydian Range and Dee Valley AONB either prepared and published or reviewed, adopted and published by the Joint Committee under Section 89 of the CROW Act
Natural Resources Wales (NRW)	Natural Resources Wales or other agent or department of the Welsh Government from time to time charged with the designation, funding and oversight of AONBs in Wales.
Non-Core Functions	Those Functions which are eligible from time to time for a grant which is lower than the highest prevailing rate of grant payable by Natural Resources Wales or which are not eligible for grants payable by Natural Resources Wales.
Non-Core Funding	The funding in any year towards expenditure on Non-Core functions and the Action Plan
Objectives	the objectives of the Joint Committee as set out in paragraph 3.2 to this Agreement
Officers Working Group	The Clwydian Range and Dee Valley AONB Officers Working Group having the role and functions described in Section 4.
Overheads	the employee costs (including on costs) and the costs of administration, insurance, training, premises, transport, supplies, publications, consumables and recharges of the AONB Unit; and the costs (direct and indirect) associated with the management operation and administration of the Joint Committee, and the Associated Bodies.
Partner	Any body, organisation or person from time to time contributing to the achievement of the aims of the AONB Partnership
Standing Orders	the standing orders of the Joint Committee set out in Appendix 1 to

	this Agreement
Topic Group	Any group tasked by the Officers Working Group to provide it with specialist advice on any specified topic relating to the exercise of the functions and the attainment of the objectives.

- 1.2 Except where the contrary intention appears, references in this Agreement to the singular shall include the plural and vice versa and references to the masculine gender shall be taken as meaning both masculine and feminine genders.
- 1.3 References to sections are to the sections 1 - 23 of this Agreement, references to paragraphs are to paragraphs within those sections and references to appendices are to the Appendices 1 - 8 of this Agreement
- 1.4 References to “year” and “years” are to the financial year or years of the Authorities commencing on 1 April in any year and finishing on 31 March in the following year. The last year shall however end on the date upon which this Agreement terminates.
- 1.5 This Agreement shall have effect from the Commencement Date and shall continue in force in accordance with the provisions of Section 11.

2. THE JOINT COMMITTEE

- 2.1 The Authorities, in exercise of their powers under Sections 101(5), 102(1) and 111 of the Local Government Act 1972, Section 20 of the Local Government Act 2000, Section 37 of the Countryside Act 1968, Sections 85, 89 and 90 of the CROW Act and all other enabling powers, establish and agree fully to participate in the Joint Committee in order to achieve the Objectives through the Functions and, subject to paragraph 10, to encourage the Authorities collectively and individually to provide or procure sufficient resources to realise the Objectives.
- 2.2 The Joint Committee shall be constituted and conduct its business in accordance with the Standing Orders.
- 2.3 The Joint Committee shall comprise the following membership:
 - 2.3.1 The Lead Authority will appoint two members being County Councillors who are members of the Lead Authority’s Executive Board or Cabinet.
 - 2.3.2 Each Authority other than the Lead Authority will appoint two members being Councillors of that Authority who are members of that Authority’s Executive Board or Cabinet.

2.4 The Financial Regulations, Contract Standing Orders and the Rules of Debate of the Lead Authority shall apply.

3. OBJECTIVES AND FUNCTIONS OF THE JOINT COMMITTEE

3.1 The Authorities constitute the Joint Committee for the purpose of acting jointly to exercise and discharge the Functions and, subject to the Budget approved in accordance with section 8, to attain and realise the Objectives.

3.2 The Objectives of the Joint Committee are:-

3.2.1 to seek to ensure that the natural beauty of the AONB is conserved and enhanced.

3.2.2 to sustain and enhance the conservation value of the AONB.

3.2.3 through consultation with the Authorities, with Partners and the general public, to promote wider public understanding of the purposes for which the AONB was designated.

3.2.4 to seek, by influencing the Authorities, Partners and other bodies and organisations, to achieve a synergy between existing and future activities within the AONB and the purposes for which the AONB was designated.

3.2.5 to seek to ensure that the parts of the AONB to which the public has rights of access are accessible and, as appropriate, to achieve wider access to the AONB by actual or virtual means.

3.2.6 to promote the sharing of good practice and consistency of approach towards the AONB across the Authorities.

3.2.7 to have due regard to the needs of agriculture and forestry and to the economic and social interests of rural areas

3.2.8 to seek to ensure that the Functions are so exercised as to attract the maximum available funding from Natural Resources Wales and from other external funding sources consistent with the attainment of the other Objectives set out above

3.3 The Functions of the Joint Committee in relation to the Objectives are:-

3.3.1 after consultation with the Authorities and the AONB Partnership, to prepare and publish the Management Plan or to review, adopt and publish the Management Plan

3.3.2 after consultation with the Authorities and the AONB Partnership, to produce and approve an Action Plan for the purpose of achieving the objectives of the Management Plan

- 3.3.3 to monitor the implementation of the Management Plan and of the Action Plan by means of the Annual Report and to make recommendations to all or any of the Authorities and the Partners as to their implementation.
- 3.3.4 to administer and undertake the Core Functions within the Core Budget and to carry out undertake procure or implement the non-Core Functions and the Action Plan in accordance with the provisions of this Agreement and within the Actions Budget
- 3.3.5 to undertake the periodic review of any published Management Plan and to consider and make representations upon any matter relating to the Objectives and the Functions
- 3.3.6 through the Annual Report and by such other means as the Joint Committee think fit to publicise the Management Plan to the Authorities, Partners and the general public
- 3.3.7 to consider and make representations on Local Development Plan Policies and proposals and proposals for development within or affecting the CR and DV AONB.
- 3.3.8 regularly to review and scrutinise the actions taken by the Officers Working Group.
- 3.3.9 to undertake such public and other consultation as the Joint Committee shall consider desirable or necessary in relation to the achievement of the Objectives and to collate and share with the AONB Partnership, the Authorities, Partners and others the results of such consultation
- 3.3.10 to carry out, procure or promote any activities or matters which are incidental or ancillary to the exercise of the Functions and which the Joint Committee deem to be of benefit to CR and DV AONB
- 3.3.11 to consider and review the membership of the AONB Partnership.
- 3.4 Subject to paragraph 3.5 below the Joint Committee will have delegated powers from the Authorities to expend the Budget and to implement or procure the implementation of the Action Plan for that year previously approved by the Joint Committee subject to the financial and resources implications of those decisions being contained within the Budget for the then current financial year or within the approved budgets of the Authorities.
- 3.5 The Joint Committee shall refer to the Authorities any matter which falls outside the Joint Committee's delegated powers or which the Joint Committee consider for any reason should properly be decided by the Authorities and not by the Joint Committee.
- 3.6 The Joint Committee shall not have power to borrow.

- 3.7 Subject to paragraphs 3.4 and 3.5 above the Authorities shall also each delegate and empower the Joint Committee to discharge the Functions on its behalf via the Officers' Working Group and the AONB Team in the manner set out in this Agreement.
- 3.8 The Joint Committee shall appoint the Secretary to the Joint Committee and the Treasurer to the Joint Committee. The Secretary to the Joint Committee shall be the Head of Legal and Democratic Services of the Lead Authority or such other officer of the Lead Authority as he may nominate. The Treasurer to the Joint Committee shall be the Section 151 officer of the Lead Authority. The Secretary and the Treasurer shall have respectively the functions powers and duties set out in Appendix 2.
- 3.9 The Joint Committee shall not employ any employees.

4. OFFICERS' WORKING GROUP

- 4.1 The Authorities will establish the Officers' Working Group which shall comprise one nominated officer representative of each Authority. The Secretary to the Joint Committee and the Treasurer to the Joint Committee or their respective nominees shall be entitled to attend any meeting of the Officers' Working Group and to speak on any item of business.
- 4.2 The officer of each Authority nominated to serve as its officer representative on the Officers' Working Group shall be a senior officer of that authority having responsibility at officer level for, or close senior level involvement in, the AONB.
- 4.3 Each officer nominated under paragraph 4.1 shall be entitled to attend, but not to vote at, meetings of the Joint Committee.
- 4.4 If the officer nominated under paragraph 4.1 is unable to attend a meeting of the Joint Committee or the Officers' Working Group, the Authority which nominated the officer may nominate a substitute of comparable seniority to attend that meeting. The nomination of such officer shall be made to the Chair of the Officers' Working Group either prior to or at the meeting.
- 4.5 The Officers' Working Group shall co-opt as advisers any nominee for the time being of Natural Resources Wales (not exceeding five persons in aggregate at any time), who shall be entitled to attend any meeting of the Officers' Working Group and to speak on any item of business. The Officers' Working Group may co-opt other officers of the Authorities and any Partner (whether in an individual or a representative capacity) from time to time, who shall be entitled to attend any meeting of the Officers' Working Group during their co-option and to speak on any item of business.

- 4.7 The Joint Committee shall have the Officers Working Group and the AONB Team at its disposal in order to discharge the Functions.
- 4.8 The functions of the Officers' Working Group will be:-
- 4.8.1 to consider and make recommendations in consultation with the AONB Partnership and AONB Team as to the strategic direction; implementation and delivery of the Management Plan and the Annual Action Plan; to promote in all practicable respects the objectives of the Joint Committee and to develop policies (including development plan policies affecting the AONB) for these purposes.
- 4.8.2 To make recommendations to the Joint Committee, in consultation with the AONB Partnership, about the Budget and on proposals for joint commissioning, joint ventures and the establishment of partnership agreements and service level agreements relating to the attainment of the Objectives.
- 4.9 The Officers' Working Group shall implement the decisions of the Joint Committee taken under the powers delegated to the Joint Committee.
- 4.10 The Officers' Working Group shall comply with the Lead Authority's Standing Orders and Financial Regulations.
- 4.11 The Officers' Working Group may establish any Topic Group to assist it in carrying out its functions.

5. AONB TEAM

- 5.1 The Joint Committee and the Officers' Working Group will be supported by the AONB Team
- 5.2 The AONB Team will comprise the AONB Officer and such other dedicated staff as may be employed from time to time wholly or mainly for the purposes of the AONB functions from within the Core Budget.
- 5.3 The AONB TEAM will:-
 - 5.3.1 co-ordinate and prioritise the day to day activities of the Joint Committee in attaining the Objectives and promote the value of CR and DV AONB in the community
 - 5.3.2 liaise between and advise and influence the Joint Committee, the Authorities, the Associated Bodies, Partners and other agencies and persons
 - 5.3.3 monitor progress and expenditure on individual projects in the Action Plan and prepare the Management Plan and Action Plan for consideration, and make recommendations on them
 - 5.3.4 in consultation with the Treasurer, appraise individual projects for funding and for inclusion in the Action Plan including the assessment of the adequacy of the financial and management controls in place for each such project
 - 5.3.5 monitor and co-ordinate progress and expenditure on individual projects within the Action Plan and evaluate and report on the outcomes and effectiveness of projects
 - 5.3.6 seek additional funding from all sources to assist the delivery of the Objectives and the Action Plan
 - 5.3.7 provide planning advise to the Joint Committee on Local Development Plan policies and proposals and on proposals for development affecting CR and DV AONB.
 - 5.3.8 Respond to any General Development Proposals which may be delegated to them by the Joint Committee.
- 5.4 The members of the AONB Team shall be employees of the Lead Authority and accordingly their terms and conditions of service shall be those of the Lead Authority. The Team shall work in close partnership with any of the Authorities equivalent staff who may be employed by any Authority.
- 5.5 All members of the AONB Team shall comply with the Lead Authority's Standing Orders and Financial Regulations.
- 5.6 Other support services for the Joint Committee shall include the provision of financial, legal and administrative services and such support services to the Joint Committee (to the extent that they are not provided by the Officers' Working Group) shall be provided by the Lead Authority subject to democratic services support being provided in rotation by the Authorities.

6. DELIVERY ARRANGEMENTS

The delivery structure is detailed in the structure diagram Appendix 3.

7. CONTRACTS

Every contract for the execution of work for or the supply of goods or services to the Joint Committee and the procedures relating thereto shall comply in all respects with the Financial Regulations and Contract Standing Orders of the Lead Authority.

8. FINANCIAL

8.1 Subject to the provisions of this paragraph 8, all expenditure incurred by the Joint Committee each year in attaining the Objectives and discharging the Functions will, having regard to the nature of the expenditure in question, be met from the Core Budget or the Actions Budget.

8.2 The Core Budget will be funded from Core Grant and the Annual Contribution of each Authority

8.3 Core Budget

8.3.1 In each year the Core Budget shall be such amount as the Joint Committee, after consultation with the AONB Partnership and having considered the views of each Authority following consultation under paragraph 8.7.3 and taken into account the Core Grant for the year in question, shall decide is necessary to meet the estimated cost of undertaking the Core Functions.

8.3.2 The members of the Joint Committee propose in principle funding the central core budget (net of any central core grant) equally as indicated in Appendix 7.

8.3.3 Over the initial term of the agreement, members of the Joint Committee will agree to work towards funding the combined core ,central and area apportionment, as set out in Appendix 7 achieving these figures by the 5th year of the initial five year term. These amounts will make up the annual contribution of each Authority for the year to which the annual contribution relates, having regard to the relevant local government pay settlement.

8.3.4 The Joint Committee shall (save in exceptional circumstances) consider the proposed Budget and notify each Authority of its proposed Annual Contribution for the following year.

8.4 Actions Budget

8.4.1 The Actions Budget will relate to those projects within the Action Plan for the implementation of which the Joint Committee will be responsible in any year.

8.4.2 Each Authority or Partner (as the case may be) will have primary responsibility for procuring the funding for any project within the Action Plan which it has agreed to promote and implement.

8.4.3 The Joint Committee, the Officers' Working Group and the AONB Team, in consultation with the AONB Partnership, will assist any Authority or Partner in its efforts to procure external funding for any project in the Action Plan.

8.4.4 Each Authority may contribute any additional monies over and above the budget, to the Actions Budget or to the separate funding of any part of the Action Plan.

8.4.5 The Joint Committee shall determine the priority of those projects within the Action Plan to be funded from the Actions Budget in any year.

8.5 Budget Planning

The Joint Committee, when considering the proposed Budget for the following year, will consider a financial forecast of its anticipated budgetary requirements for the subsequent two financial years.

8.6 Capital Expenditure

The Joint Committee may incur expenditure in respect of items which must or, in the Joint Committee's discretion, may properly be determined as capital expenditure in accordance with the requirements from time to time of the Local Government and Housing Act 1989 and Regulations made thereunder

8.7 Administration of the Budget

8.7.1 Subject to section 8, the proposed Budget for each year of this Agreement shall be prepared by the Treasurer to the Joint Committee in consultation with the s.151 Officer of each Authority.

8.7.2 The proposed Budget shall be considered by the Joint Committee at the earliest practicable date in the year preceding the year to which the Budget relates.

8.7.3 Before the Budget is submitted for the approval of the Joint Committee, the proposed Budget will be copied to each Authority by the Treasurer to the Joint Committee for prior consideration by each authority so that each Authority is briefed on the level of funding which the Joint Committee are to be asked to consider for the following year. The Joint Committee will not approve a higher Budget in any year than that on which each Authority has been consulted unless any increase in the approved Budget is wholly attributable to an increase before any external grant.

8.7.4 The Budget for 2013/14 at the Commencement Date is the total cost set out in Appendix 7. The posts listed in Appendix 8 are the AONB Team posts under paragraph 5.2 for which provision is made from the Commencement Date within the Core Budget.

8.7.5 A scheme of management for the establishment of a reserve is set out at Appendix 6. The scheme provides a facility to carry forward into the next year any underspend of the Budget but requires firstly that (unless otherwise stipulated as a condition of Core Grant or Non-Core Grant funding or other external funding) that the funding of any overspend of the Budget is met in any year by transfer from the reserve. If the reserve is insufficient to meet the overspend in any year, then unless the Authorities agree to provide an additional sum to fund the deficit in accordance with their respective shares, the Joint Committee will make any necessary adjustment in the Budget for the following year.

8.8 Payments

- 8.8.1 Any payment due from an Authority to the Joint Committee in any year in respect of the Annual Contribution shall be made on 1 April based on the amount of the Annual Contribution determined under paragraph 8.3.2. The invoice will be in official form and will meet Customs and Excise VAT requirements.
- 8.8.2 All sums payable by any Authority pursuant to this Agreement are exclusive of VAT. Each Authority shall pay any VAT properly chargeable on any supply made under this Agreement
- 8.8.3 The amount of any payment due from the Joint Committee to an Authority or from an Authority to the Joint Committee may not be set off against any other payment due from an Authority to the Joint Committee or from the Joint Committee to an Authority (as the case may be)

8.9 Records

- 8.9.1. The Treasurer to the Joint Committee will be responsible for keeping records of income and expenditure relating to the expenditure of the Joint Committee on Core Functions and Non-Core Functions and will produce as necessary but not less than twice yearly monitoring reports to the Joint Committee. The Treasurer or other financial officer of each other Authority will provide any necessary financial information for this purpose. The Treasurer to the Joint Committee will prepare and submit for the approval of the Joint Committee final closure accounts by not later than 30 May in the year following the year to which the accounts relate.
- 8.9.2 The accounts of the Joint Committee will be included in the accounts of each Authority for audit purposes.
- 8.9.3 For the purposes of VAT the arrangements shall be:
- 8.9.3.1 The Joint Committee shall be registered for VAT or,
- 8.9.3.2 The Lead Authority act as host for VAT purposes, subject to concession by HMRC.

8.10 Mutual Understanding

The Authorities agree that this Agreement may give rise to situations in which one or more of the Authorities may invest in or take part in a particular project or projects within the Action Plan for a year the costs of which are not being shared with or contributed to by other of the Authorities (each "a Non-contributing Authority").

9. LEAD AUTHORITY

- 9.1 Denbighshire County Council is appointed from the date of this Agreement as the Lead Authority for the purposes mentioned in paragraphs 9.3 to 9.11 below
- 9.2 The role of the Lead Authority shall be exercised subject to the approval of the Joint Committee and shall be as follows:-
- 9.2.1 to undertake the duties and responsibilities of the Lead Authority referred to in the Agreement
- 9.2.2 to act on behalf of the Joint Committee when this achieves Best Value or adds value to the attainment of the Objectives or the performance of the Functions or when it is necessary or desirable to do so in order to attract or secure external funding or other resources from outside the Authorities and/or;
- 9.2.3 to make and provide all appropriate banking accounting and audit arrangements and services required for the due and proper receipt, holding and application of the Joint Committee's funds and/or;
- 9.2.4 to be the legal point of contact with suppliers for all joint procurements and/or;
- 9.2.5 subject to paragraph 5.6, to provide such administrative resources as shall be reasonably necessary to enable the Joint Committee to discharge their respective roles, duties and functions and which are not otherwise provided for under this Agreement.
- 9.2.6 to provide the secretariat for any relevant meetings of the Associated Bodies.
- 9.3 Each of the other Authorities shall (and hereby duly undertake with the Lead Authority to) indemnify the Lead Authority against and/or contribute and pay in equal shares all or any liabilities claims costs and/or expenses of or reasonably incurred by the Lead Authority in or in connection with or in the course of or as a result of:-
- 9.3.1 performing or discharging its roles and/or responsibilities in paragraph 9.2 of this Agreement as the Lead Authority: and/or
- 9.3.2 undertaking any contract or commitment on behalf of the Joint Committee for the purposes of or pursuant to this Agreement
- PROVIDED THAT** such indemnity on the part of the other Authorities shall not extend to liabilities or claims arising or costs and/or expenses incurred by reason or in consequence of any of the following on the part of the Lead Authority that is to say, negligence or misconduct to a material degree, persistent breach of law or duty (that is to say persisted in after the same shall have been brought to the attention of or known to the Lead Authority), act or omission known to the Lead Authority to be

contrary to proper local government practice or local government law or substantial or persistent failure (after due notice) to redress performance of the duties of the Lead Authority which shall not comply with the requirements or the standards of or set by this Agreement

- 9.4 The Lead Authority shall owe no duty of care to the other Authorities and have no liability or responsibility in respect of or in relation to the performance or discharge of (or omission to perform or discharge) any role or function referred to in Clause 9.2 the discharge or exercise of which requires the approval of the Joint Committee (save to the extent that such role or function is discharged or exercised by the Lead Authority negligently or in a manner known to the Lead Authority to be contrary to proper local government practice or local government law) or which is otherwise carried out or to be carried out in the manner requested or required by, (or which is omitted to be performed on the instruction or request of) the Joint Committee.
- 9.5 The Lead Authority shall owe no duty of care to the other Authorities or any of them (whether in contract or in tort) in respect of the roles and responsibilities of the Joint Committee.
- 9.6 The Lead Authority shall cease to act as Lead Authority if so required by notices in writing given to the Lead Authority by a simple majority of the Authorities and expiring at the end of any financial year. In the event that the Lead Authority shall cease to act, the Authorities shall refer the decision on appointment of the Lead Authority back to their respective Cabinets or Executive Board.
- 9.7 Any documentation held by the Lead Authority which remains relevant after it has ceased to act as such shall (on the request of the new Lead Authority or the Joint Committee) be handed over or copied to the new Lead Authority or the Joint Committee
- 9.8 The Authorities agree that the Lead Authority shall be entitled to call on the funds of the Joint Committee to pay any redundancy or other lawful claim arising in respect of the termination of the employment of any officer wholly or mainly employed by the Lead Authority for the purposes of carrying out this Agreement PROVIDED THAT the Lead Authority shall FIRST consult with the Joint Committee, such consultation to include discussion on any suitable alternative employment for the officer concerned. The Authorities recognise that TUPE may apply and in any event will adhere to the principles of TUPE in relation to those affected staff.
- 9.9 If the funds of the Joint Committee shall not be sufficient to meet the loss, costs or damages incurred by or claims against the Lead Authority the other Authorities shall each indemnify the Lead Authority in equal shares against the amount incurred by or claimed against the Lead Authority (to the intent that the Lead Authority shall likewise be liable for such an equal share)

10. PROVISION OF NON CASH RESOURCE

- 10.1 The Authorities agree that they will make reasonable endeavours to provide such non-monetary resources and assistance and in-kind support to the Joint Committee as shall be reasonably requested by the Joint Committee from time to time
- 10.2 No requirement or request shall be made of an Authority under Clause 10.1 which shall have the effect of compelling that Authority to incur unbudgeted expenditure.
- 10.3 Provision of support under this Section 10 may be included in the calculation of the Annual Contribution for the following financial year.

11. DURATION, WITHDRAWAL AND TERMINATION

- 11.1 This Agreement shall come into force on the Commencement Date and shall continue until the 31st March 2019 before such date there shall be a review of the Agreement and unless there is any variation, withdrawal or termination under the Agreement, the Agreement shall continue on a rolling 5 year term, with a review on or before the expiry of each 5 year term.
- 11.2 Any Authority may withdraw from the Joint Committee by giving not less than 18 months notice to the other Authorities and the Secretary of the Joint Committee.
- 11.3 Any Authority wishing to withdraw from the Joint Committee undertakes as a condition of withdrawal to make prior to withdrawal such reasonable payment or payments which fairly reflect the actual losses caused by or anticipated as a result of the withdrawal as shall be determined by the other Authorities pursuant to clauses 8 and 9
- 11.4 In the event of any withdrawal, unless otherwise agreed by the remaining Authorities, this Agreement shall continue.
- 11.5 The Authorities agree that this Agreement may be determined upon terms agreed by the Authorities.
- 11.6 In the event of termination of this Agreement each party shall undertake to pay such reasonable payment or payments which fairly reflect the obligations of that Council pursuant to this Agreement on the basis of sections 8 and 9; any assets held by the Authorities shall where reasonably practicable be divided proportionately or be retained by an Authority for its own use subject to an equitable settlement to the other parties; or be dealt with as otherwise agreed between the Authorities. In the absence of any agreement in accordance with the dispute resolution procedures.

11.7 It shall be the duty of all the Authorities to minimise any losses arising from the determination of this Agreement.

12. MISCELLANEOUS

Insurance

12.1 Save as otherwise provided for in Section 9 (Lead Authority) and Section 11 (Termination), any necessary compensation or other essential financial payment or legal obligation to the payment or fulfilment of which any Authority or any third party may become entitled as a result of or in connection with the discharge of any of the Functions shall as between the Joint Committee and the Authorities be paid or fulfilled wholly by the Joint Committee and the Joint Committee shall accordingly ensure that adequate insurance cover is effected and maintained in respect of any such liability.

12.2 The cost of such insurance shall be an Overhead and accordingly part of the Core Budget.

12.3 The Lead Authority shall be responsible for making all necessary insurance arrangements on behalf of the Joint Committee and (where given) in accordance with the Joint Committee's instructions.

Civil Litigation

12.4 The institution and defence of necessary civil litigation by the Joint Committee arising from the pursuit of the Objectives or the discharge of the Functions shall be undertaken in a representative capacity by the Lead Authority.

Criminal Proceedings

12.5 The conduct of any criminal proceedings in the Magistrates Court or the Crown Court brought by or against the Joint Committee arising out of the pursuit of the Objectives or the discharge of the Functions shall be undertaken in a representative capacity by the Lead Authority unless the Joint Committee, having regard to the circumstances giving rise to the proceedings, agree that another Authority should do so.

Law and Jurisdiction

12.6 This Agreement shall be governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

13. VARIATION OF AGREEMENT

This Agreement may be varied at any time upon such terms as the Authorities after consultation with the Joint Committee may agree.

14. NOTICES

Any notice to be served under this Agreement upon any Authority will be served at the principal offices for the time being of that Authority for the attention of the Head of Legal and Democratic Services or Head of the Paid Service of that Authority.

15. INTERESTS OF MEMBERS IN CONTRACTS AND OTHER MATTERS

- 15.1 Every member of the Joint Committee shall at all times comply with the principles specified by the Welsh Ministers under Section 49 of the Local Government Act 2000 which are to govern their conduct. They should also abide by the Clwydian Range and Dee Valley Members Accord.
- 15.2 Any member of the Joint Committee who has an interest defined in the Members Code of Conduct of his or her Council shall comply with the requirements of that Code as regards the disclosure of that interest and as regards withdrawing from participation in consequence of that interest.
- 15.3 The Secretary of the Joint Committee shall keep a record of particulars of any disclosures by members which shall be open during normal office hours for public inspection.

16. DISPUTE RESOLUTION PROCEDURE

- 16.1 If at any time any dispute or difference shall arise between the Authorities in respect of any matters arising out of this Agreement or the meaning or effect of this Agreement or anything herein contained or the rights or liabilities of any of the Authorities the same shall be referred to the relevant Corporate Directors of the Authorities in dispute. Each Director shall undertake and agree to pursue a positive approach towards the dispute resolution which avoids legal proceedings and maintains strong working relationships between the parties. There shall be a commitment to resolving the matter within 10 working days.
- 16.2 In the event that the dispute is not settled at Director level, and the context so requires, it shall be referred to the respective Chief Executives who shall use their best endeavours to reach a resolution within a further 10 working days.
- 16.3 In the event that any dispute or difference between the Councils relating to this Agreement which it has not been possible to resolve through the decision making process of the Joint Committee or otherwise, the Authorities may either agree to refer the matter to arbitration or utilise the termination procedures at section 11.

17. FORCE MAJEURE

The Authorities shall be released from their respective obligations under the Agreement if national emergency, war, prohibitive government

regulations or any other cause (except strike action) beyond the control of the Authorities or any of them renders the performance of this Agreement impossible.

18. PARTNERS

- 18.1 The Authorities wish to encourage the Joint Committee, in consultation with the AONB Advisory Partnership, to promote, establish, and foster links with Partners to support the Objectives and Functions.
- 18.2 The form of the link with any Partner shall be in the discretion of the Joint Committee but, subject to paragraph 18.3 below, shall accord so far as reasonably practicable with the wishes of the Joint Committee and the Partner in question.
- 18.3 Nothing in this Agreement or otherwise shall require or oblige the Joint Committee to, nor shall the Joint Committee without the approval of the Authorities, enter into links with commercial or trading organisations bodies or persons where the nature or business of that commercial or trading organisation body or person gives rise or could give rise to, any conflict of interest (for example without limitation by reason of the possible procurement or use by the Joint Committee of equipment or services provided by a particular business).
- 18.4 Subject to paragraph 18.3 above the Joint Committee may form links under this Section with any Partner who is prepared to provide financial or in kind support to the Joint Committee in furtherance of the Objectives and Functions.
- 18.5 Where a link is established pursuant to paragraph 18.4 above, then, provided that the financial or in-kind support given by the Partner in question to the Budget is, in each financial year in which such support is given, of equal value to or greater than the Annual Contribution of any Authority for that year, the Joint Committee shall invite to the meetings of the Joint Committee for that year a representative of that Partner (who shall not be a member or officer of an Authority) who shall have the right to speak but not to vote.
- 18.6 Where and for so long as pursuant to paragraph 18.5 a Partner is entitled to send a representative to meetings of the Joint Committee, that Partner shall also be entitled to send a representative to meetings of the Officer Working Group which representative shall have the right to speak thereat.
- 18.7 Where pursuant to paragraph 18.5 a Partner is for the time being entitled to send a representative to meetings of the Joint Committee and the Officers' Working Group and, at the end of the year in question, that Partner ceases to provide support at the level referred to in the proviso in paragraph 18.5, the Partner shall cease to be entitled to exercise the powers in paragraphs 18.5 and 18.6.

18.8 Notwithstanding any of the foregoing provisions of this Section, it shall be for individual Authorities to determine what links each wishes to have with any Partner.

19. DATA PROTECTION

19.1 The Authorities shall at all times comply with the DPA, including maintaining a valid and up to date registration or notification under the DPA, covering any data processing to be performed in connection with this Agreement and their responsibilities as data processors and/or data controllers.

19.2 The Authorities shall only undertake processing of Personal Data reasonably required in connection with the operation of this Agreement.

19.3 The Authorities shall not transfer any Personal Data to any country or territory outside the European Economic Area.

19.4 The Authorities shall not disclose Personal Data to any third parties other than:

19.4.1 in response to a data subject access request;

19.4.2 to employees and contractors to whom such disclosure is necessary in order to comply with their obligations under this Agreement; or

19.4.3 to the extent required to comply with a legal obligation

20. FREEDOM OF INFORMATION

20.1 The parties recognise that they are public authorities as defined by FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of an Information Request.

20.2 The parties shall assist each other in complying with their obligations under FOI Legislation, including but not limited to assistance without charge, in gathering information to respond to an Information Request.

20.3 Any Authority shall be entitled to disclose any information relating to this Agreement in response to an Information Request, save that in respect of any Information Request which is in whole or part a request for Exempt Information:

20.3.1 the Authority which receives the Information Request shall circulate the Information Request and shall discuss it with the other Council

20.3.2 the Authority which receives the Information Request shall in good faith consider any representations raised by one or more Authority when deciding whether to disclose Exempt Information; and

20.3.3 the Authority which receives the Information Request shall not disclose any Exempt Information beyond the disclosure required by FOI Legislation without the consent of the Council to which it relates.

20.4 The parties to this Agreement acknowledge and agree that any decision made an Authority which receives an Information Request as to whether to disclose information relating to this Agreement pursuant to FOI legislation is solely the decision of that Authority. A party will not be liable to any party to this Agreement for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to an Information Request.

21 SEVERANCE

If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable unlawful or otherwise unenforceable or indications to that effect are received by the Authorities from any competent authority the Authorities shall amend the provision in such a reasonable manner as achieves the intention of the Authorities without being unlawful or if agreed between the Authorities it may be severed from this Agreement but the remaining provisions shall remain in full force unless the Authorities agree that the effect of such declaration is to defeat their original intention

22. AGREEMENT TO REMAIN IN FULL FORCE

Any failure by an Authority to insist upon the performance of any of the conditions of this Agreement or to exercise any right under it shall not be construed as a waiver by such Authority and this Agreement shall continue and remain in full force and effect notwithstanding any such failure.

23. WELSH LANGUAGE

The Welsh language policy of the Lead Authority shall apply to this Agreement

APPENDIX 1

STANDING ORDERS OF THE CLWYDIAN RANGE AND DEE VALLEY AONB JOINT COMMITTEE

1. Interpretation

- 1.1 The decision of the Chairman of the meeting as to the interpretation of any standing order or on any question of procedure not provided for by these standing orders shall be final. No debate may ensue thereon.

2. Meetings

- 2.1 The annual meeting of the Joint Committee in each year shall be held as soon as practicable after 1 June in each year and shall amongst other things receive the closing accounts for the preceding year.
- 2.2 The Joint Committee shall between each annual meeting normally meet at intervals of four months or on such other occasions or greater frequency as they may agree and shall meet on such day and at such time and place as they may determine provided that a meeting shall be held as soon as practicable after November of each year for the purpose of considering the Joint Committee's budget for the following year.
- 2.3 Unless otherwise agreed, the Joint Committee shall meet in rotation at the offices of the three Authorities.
- 2.4 With the exception of the annual meeting and the Budget meeting, the Secretary with the agreement of the Chairman and Vice Chairman may cancel any meeting of the Joint Committee if in his or her opinion insufficient business has arisen for consideration.
- 2.5 A special meeting of the Joint Committee shall be convened at any time by the Secretary upon the instructions of the Chairman and Vice Chairman.

3. Notice of Meetings

- 3.1 At least 3 clear days before a meeting of the Joint Committee:
 - 3.1.1 a summons to attend the meeting specifying business proposed to be transacted shall be sent electronically by the Secretary to the Joint Committee to the last email address given for that purpose by each member of the Joint Committee and to the Chief Executive of each Authority and to
 - 3.1.2 notice of the time and place of the intended meeting shall be published at the offices each Authority by the Chief Executive of that Authority

3.2 Lack of service on a member of the Joint Committee of the summons referred to in paragraph 3.1.1 above shall not affect the validity of a meeting of the Joint Committee

3.3 Except in the case of business required by this standing order to be transacted at a meeting of the Joint Committee and other business to be brought before the meeting as a matter of urgency, of which the Chairman Vice Chairman and the Secretary shall have prior notice and which the Chairman, Vice Chairman and the Secretary consider should be discussed at the meeting, no business shall be transacted at a meeting of the Joint Committee other than that specified in the summons relating thereto.

4. Election of Chairman and Vice Chairman

4.1 At its annual meeting the Joint Committee shall determine from amongst its members a Chairman and Vice Chairman of the Joint Committee for the period from the commencement of that meeting of the Joint Committee up to the commencement of the next following annual meeting of the Joint Committee.

4.2 Each person proposed for any office shall be duly nominated and seconded by members attending the meeting before his or her name is submitted to the vote of the meeting. When there are more than two persons nominated for any appointment and of the votes given there is not an overall majority in favour of one person, the name of the person having the least number of votes shall be struck off the list and a fresh vote shall be taken and so on until a majority of votes is given in favour of one person.

4.3 In the event of a vacancy arising in the office of a Chairman or Vice Chairman appointed under paragraph 4.1 above, the Joint Committee at its next meeting shall appoint another member to hold such office from the commencement of that meeting until the commencement of the next following annual meeting.

5. Membership of the Joint Committee

5.1 Subject to paragraph 2, each member of the Joint Committee shall be a Councillor of the Authority by whom he or she shall have been appointed holding membership of the current Executive of that Authority and shall hold office until the next annual meeting of the Joint Committee following his or her appointment unless he or she ceases to be a representative of the Authority appointing him or her or resigns his or her membership of the Joint Committee or his or her appointment is revoked by the Authority appointing him or her.

5.2 Each Authority shall fill any casual vacancy during any year in accordance with the provisions of this Constitution and shall advise the Secretary to the Joint Committee within 7 days of such appointment.

5.3 Where paragraph 8.5 of the agreement applies to the Joint Committee, they shall invite the representative of the Partner in question to attend meetings of the Joint Committee who shall have the right to speak but not to vote, as that paragraph provides. Such representative shall not be a member or officer of an Authority.

5.4 The Joint Committee for the time being shall co-opt as advisers to the Joint Committee the Chairman of the AONB Partnership, the AONB Officer, a representative of Natural Resources Wales, to attend and speak (but not vote) at meetings of the Joint Committee and may from time to time co-opt one or more other advisers to attend such meeting or meetings of the Joint Committee as the Joint Committee may specify having regard to the knowledge or skill of the co-opted adviser, and the contribution he may make to the business of the Joint Committee at that meeting or those meetings. Such other co-opted adviser(s) shall be entitled to speak but not to vote.

6. Chairman of Meeting

6.1 At each meeting of the Joint Committee the Chairman, if present, shall preside.

6.2 If the Chairman is absent from a meeting of the Joint Committee the Vice Chairman, if present, shall preside.

6.3 If both the Chairman and the Vice-Chairman of the Joint Committee are absent from a meeting of the Joint Committee such member of the Joint Committee as the members present shall select shall preside.

7. Quorum

7.1 No business shall be transacted at any meeting of the Joint Committee unless at least one member from each Authority are present.

7.2 If during any meeting of the Joint Committee the Chairman, after counting the number of members present, declares that there is not a quorum for the meeting then the meeting shall stand adjourned to a date and time fixed by the Chairman or, in the absence of a date and time being fixed, to the next ordinary meeting of the Joint Committee to which the consideration of any business not transacted shall be referred.

8. Order of Business

8.1 At every meeting of the Joint Committee the order of business shall be to select a person to preside if the Chairman or Vice Chairman are absent and thereafter shall be in accordance with the order specified in the notice of the meeting except that such order may be varied either by the Chairman at his or her discretion or on a request agreed to by the Joint Committee.

- 8.2 The Agenda shall not include an 'Any Other Business ' Item.
- 8.3 Every Member (whether a Member of the Joint Committee or not) attending a meeting of the Joint Committee shall sign his/her name on the attendance sheet provided for that purpose.
- 8.4 Proceedings at meetings may not be photographed, videoed, sound recorded, broadcast or transmitted in any way (including via social media) outside the meeting by individual Members appointed to the Joint Committee, the Press or the public without the prior permission of the Chair.
- 8.5 Use of text based social media such as Twitter, Facebook, SMS text messaging by Members who are not appointed to the body whose meeting they are attending, the Press and the public is permitted during the meetings provided that this does not cause a nuisance or annoyance to others during the meeting.
- 8.6 If any activity permitted under this standing order shall create a nuisance or annoyance to others attending the meeting Standing Order 4 may be invoked by the Chair to resolve the issue.
- 8.7 No broadcasting, photographing, video or sound recording or any transmission of proceedings from a meeting will be permitted where the Press and Public have been excluded as permitted under the Access to Information provisions of the Local Government Act 1972 or any subsequent amendment.

9. Minutes

- 9.1 Minutes of the proceedings of a meeting of the Joint Committee shall be drawn up and entered into a book kept for that purpose and shall be signed at the next meeting of the Joint Committee by the Member presiding, and any minute purporting to be so signed shall be received in evidence without further proof.
- 9.2 Notwithstanding anything in any enactment or rule of law to the contrary, the minutes of the proceedings of meetings of the Joint Committee may be recorded and distributed in electronic form.
- 9.3 The Chairman shall move "That the minutes of the meeting of the Joint Committee held on...be signed as a correct record". If the accuracy is not questioned the Chairman shall sign the minutes.

10. Rules of Debate

The Rules of Debate of the Lead Authority shall apply to this Joint Committee

11. Voting

- 11.1 The mode of voting at meetings of the Joint Committee shall be by show of hands.
- 11.2 The Chairman will not have a casting vote. In the event of an equality of votes of the voting members of the Joint Committee, who are present at the meeting in question on any proposal before the Joint Committee at that meeting, the Chairman shall declare that the proposal is not carried.

12. Interests of Members in Contracts and Other Matters

- 12.1 (a) Every Member of the Joint Committee shall at all times comply with the principles specified in law, including those specified by the Secretary of State under Section 49 of the Local Government Act 2000, which are to govern their conduct.
 - (b) Any Member of the Joint Committee who has an interest as defined in the Members' Code of Conduct of his or her Council shall comply with the requirements of that Code as regards the disclosure of that interest and as regards withdrawing from participation in consequence of that interest.
- 12.2 The Secretary to the Joint Committee shall keep a record of particulars of any disclosures by members which shall be open during normal office hours for public inspection.

13. Expression of Dissent

No expression of dissent shall be entered in the minutes of the Joint Committee. Any two members may demand that a named vote be taken.

14. Disturbance at Meetings

- 14.1 If a member of the public interrupts the proceedings of any meeting the Chairman shall warn that person. If the interruption continues the Chairman shall order the person's removal from the meeting room.
- 14.2 In the case of general disturbance in any part of the meeting room open to the public the Chairman shall order that part to be cleared.
- 14.3 If a member of the Joint Committee in the opinion of the Chairman behaves improperly or offensively or deliberately obstructs business the Chairman shall warn that person. If the member continues to behave

improperly the Chairman or any member may move that either the member leave the meeting or that the meeting is adjourned for a specified period.

15. Variation and Revocation of Standing Orders

Any addition, variation or revocation of these Standing Orders shall when proposed and seconded stand adjourned without discussion to the next ordinary meeting of the Joint Committee, provided that this standing order shall not apply to any review of standing orders at the annual meetings of the Joint Committee. Any such addition, variation or revocation shall be first referred to each Authority for their approval.

16. Suspension of Standing Orders

Any standing order may be suspended for all or part of the business of a meeting of the Joint Committee at which suspension is moved. Such a motion cannot be moved unless a quorum is present nor can such a motion be moved if the effect of the suspension would conflict with the terms of any agreement entered into by the Authorities.

17. Rescission of Previous Resolutions

No motion to rescind any resolution passed within the preceding six months nor any motion to the same effect as any motion negative within the preceding six months shall be in order unless the notice of such motion shall have been given and specified in the summons and the notice shall bear, in addition to the name of the member who proposed the motion, the name of three members. When any such motion has been disposed of by the Joint Committee it shall not be open to any member to propose a similar motion within a further period of three months

18. Meetings Open to the Public and Confidential Items

18.1 Meetings of the Joint Committee will be open to the public except to the extent that they are excluded under standing order 18.2

18.2 The public may be excluded from a meeting of the Joint Committee during an item of business whenever it is likely, in the view of the nature of the business to be transacted or the nature of the proceedings, that, if members of the public were present during the item, confidential information as defined in section 100A of the Local Government Act 1972 as defined in section 100I of the Local Government Act 1972 would be disclosed to them.

19 Call In Procedures

- 19.1 Any partner Authority shall be entitled to Call In a decision of the Joint Committee in accordance with the Call In Procedures of the Authority who wishes to call in.
- 19.2 If any decision of the Joint Committee is subject to call in by an Authority, the Joint Committee shall take no action to implement that decision unless the call in process upholds the decision.

20. Delegations

The Joint Committee may delegate a function to an officer of the Officers Working Group or the AONB team, which may include delegations in respect of certain general planning consultations.

APPENDIX 2

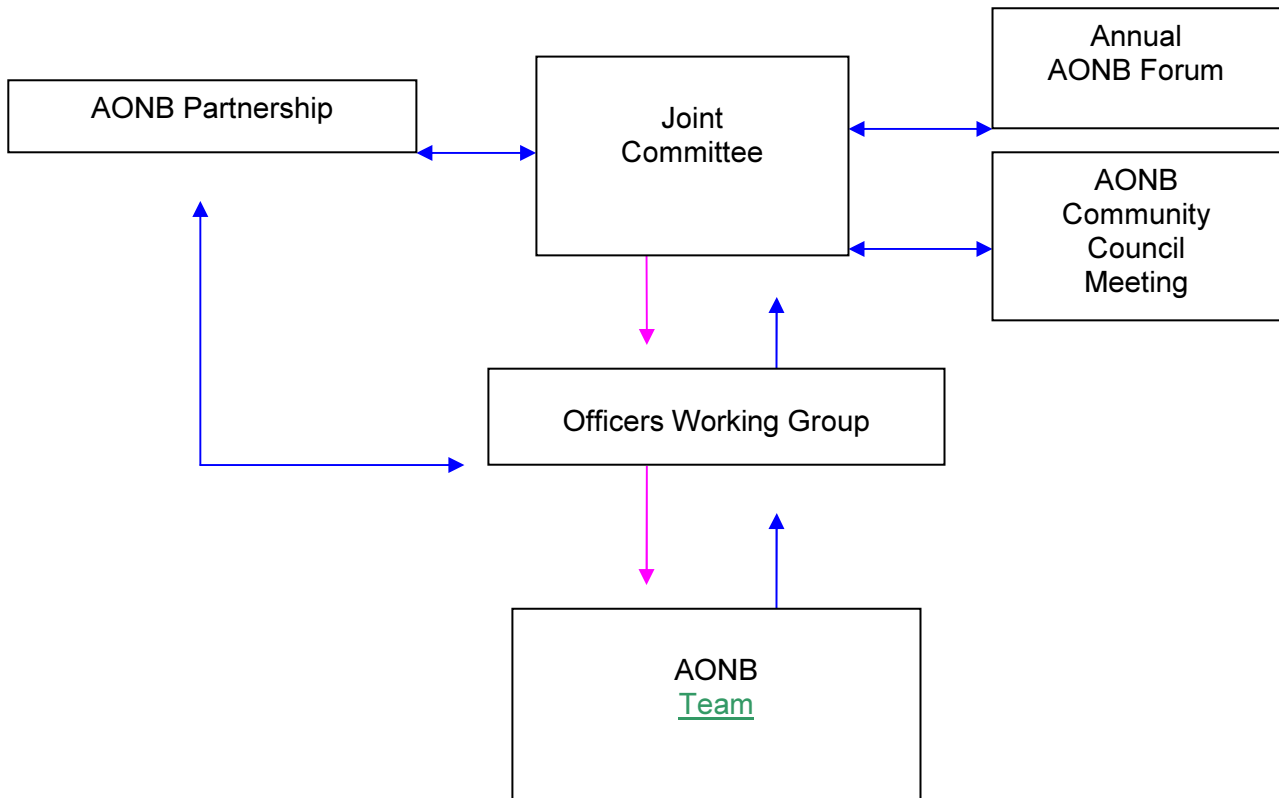
1. SECRETARY TO THE JOINT COMMITTEE

- 1.1 In addition to any other powers and duties referred to in this Agreement the Secretary to the Joint Committee shall:
- 1.2 prepare and circulate agendas reports and minutes for consideration by the Joint Committee.
- 1.3 sign on behalf of the Joint Committee any document necessary to give effect to any resolution of the Joint Committee.
- 1.4 sign any document which is a necessary step in any legal procedure or proceedings.

2. TREASURER TO THE JOINT COMMITTEE

- 2.1 In addition to any other powers and duties referred to in this Agreement the Treasurer to the Joint Committee is authorised to produce the Budget estimates and the accounts of the Joint Committee.

STRUCTURE FOR THE CLWYDIAN RANGE AND DEE VALLEY AREA OF
OUTSTANDING NATURAL BEAUTY MANAGEMENT AND GOVERNANCE



Colour Key

↔ Flow of information

→ Delegation

AONB PARTNERSHIP

Terms of reference for the AONB Partnership

To bring together key interests in the Clwydian Range and Dee Valley AONB to consider and advise on conservation and enhancement of the natural beauty and locally distinctive character of the landscape, including its physical, ecological and cultural make-up; and in particular:

- Raise awareness of the importance and purpose of the AONB
- Contribute to and help implement the AONB Management Plan
- Encourage local communities and all public bodies and agencies to conserve and enhance the natural beauty of the AONB and its setting
- Promote the sustainable social and economic well being of the area
- Provide a forum for discussion for issues affecting the AONB
- Advise local authorities and other agencies on the impact of their activities on the AONB and on the preparation of their plans covering all or part of the AONB, to ensure that policies and practices are consistent with the AONB management plan
- Advise the Joint Committee in relation to the Local Development Plan to ensure that the protection of the AONB is properly taken account of and that a consistency of approach is achieved over the whole area
- Advise the Joint Committee about the impact of any development proposals, within or adjacent to the AONB, that are likely to affect significantly the character and natural beauty of the area
- Make recommendations to the Joint Committee regarding the appropriate recipients of any Welsh Government's AONB Sustainable Development Fund monies.
- Foster links with other protected landscapes

I

List of members for AONB Partnership appointed for 4 years	
AONB-wide representatives (selected by the local authority sub group members of the Partnership)	<ul style="list-style-type: none"> • 9 local authority members (3 from each Council as nominated by their respective Councils) • 3 land management interests • 2 rural community interests • 2 urban community interests • 1 business interests
Management Plan priorities representatives (selected by the local authority sub group members of the Partnership) <i>Current management plan priorities shown</i>	<ul style="list-style-type: none"> • 1 Landscape • 1 Natural • 1 Historical • 1 Access and Recreation • 1 Built Environment
Special Interest representatives (selected by the local authorities) No more than 9 years consecutive service ¹	<ul style="list-style-type: none"> • 3 individuals or organisations
In making the appointments, the local authorities will ensure that the World Heritage Site is represented	

1. Secretariat

- 8.1 The AONB Team will provide the secretariat for meetings of the AONB Partnership and will prepare and distribute the agenda and minutes of meetings and distribute any reports to be considered.
- 8.2 The AONB Team will ensure that the minutes of the AONB Partnership are referred to the Joint Committee and to the Officers Working Group as soon as is practicable after any meeting of the AONB Partnership and that any recommendations of the AONB Partnership to either the Joint Committee or the Officers Working Group (as the case may be) are considered by them.
- 8.3 Any Authority, Other Representative or Partner may ask the AONB Team to include an item on the agenda for consideration at a subsequent meeting of the AONB Partnership.

9 Delegated Powers

- 9.1 The AONB Partnership will have no delegated powers.

¹ A limit of nine consecutive years is in line with standard practice for the appointment of individuals to public bodies.

AONB ANNUAL FORUM

The role of the Forum is to embrace a wide range of interests. Attendance is by open invitation but the AONB Partnership and any supporting working groups are standing members

1. Role and Functions

1.1 There will be an AONB Annual FORUM with the following Terms of Reference:

Terms of reference for an AONB Annual Forum

The AONB Forum advises the AONB Partnership and champions the AONB, provides a united voice to promote its care and management. By bringing together a wide range of interests the Forum develops and reviews the AONB Management Plan and takes direct action by leading and supporting initiatives in the area. The AONB Forum:

- Receives the an update on AONB activity and monitors and evaluate progress in achieving the management plan objectives
- Raises awareness of the importance and purpose of the AONB
- Provides a forum for discussion of major issues affecting the AONB
- Encourages and develops community involvement in the management of the AONB
- Explores how partners can assist in the implementation of the management plan
- Promotes innovation, acting as a catalyst for new ideas and approaches
- Plays a lead role in championing a sustainable future for the AONB and its communities²
- Encourages and recruits wide political and financial support for management measures

1.2 The AONB Annual Conference will meet annually on such date after the annual meeting of the AONB Partnership as shall be decided by the Officers' Working Group, in consultation with the AONB Partnership.

1.3 The AONB Annual Conference will be chaired by the Chairman for the time being of the AONB Partnership or, in his/her absence, by such person as the attendee may elect. If any AONB Annual Forum has a particular theme, the Chairman of the AONB Partnership, with the

² Linked to the vision of a sustainable Wales in One Wales One Planet, Sustainable Development Charter, Welsh Assembly Government, May 2010

concurrence of the specialist presenter, may nominate that person to act as Chairman for that meeting.

- 1.4 Each attendee will be entitled to speak and, if there is a vote, to vote on any item of business.
- 1.5 If there is a request for any issue or matter to be put to a vote, it will be decided by a simple majority of the attendees on a show of hands. The Chairman will not have a casting vote.

2. Secretariat

2.1 The AONB Team will:

- (a) provide the Secretariat for the AONB Annual Forum
- (b) arrange the venue (at a convenient location within or close to Clwydian Range and Dee Valley AONB)
- (c) convene each AONB Annual Forum and prepare and distribute the Agenda for and the minutes of each meeting
- (d) prepare, or co-ordinate the preparation of, any reports and presentations to be considered by or made to the AONB Annual Forum.

2.2 The AONB Team will ensure that a written report of the proceedings of the AONB Annual Forum is referred to the Officers' Working Group, the AONB Partnership and the Joint Committee as soon as is practicable after the AONB Annual Conference has been held and that any recommendations made by the AONB Annual Forum to any of them are considered.

3. Delegated Powers

3.1 The AONB Annual Forum will not have any delegated powers. Any recommendation made by the AONB Annual Forum to the Officers' Working Group, the AONB Partnership or the Joint Committee (as the case may be) will be of an advisory nature and will not be binding on them.

RESERVE MANAGEMENT SCHEME

1. Purpose of Reserve

1.1 The purpose of the reserve is to hold accumulated surpluses of the Joint Committee which can be made available, subject to the approval of the Joint Committee, to:-

- (a) Meet any deficits arising on the Core Budget
- (b) Set aside sums for future investment through the Actions Budget
- (c) Finance any other specified use approved by the Joint Committee

2. Operation of the Reserve

2.1 The reserve shall be under the control of the Joint Committee. The Joint Committee may give approval to the use of the reserve for the purposes of the Objectives or the Functions

3. Investment of Reserve Balance

3.1 The Treasurer to the Joint Committee is authorised to invest balances from time to time either internally or externally in an approved investment as appropriate

4. Contribution to the Reserve

4.1 Where the Joint Committee under spends the Core Budget in any year the balance may be transferred to the reserve

5. Payments to be met from the Reserve

5.1 No direct payments are to be made from the reserve

5.2 Subject to the approval of the Joint Committee contributions from the reserve to the Core Budget or the Actions Budget may be made in respect of specific purposes in furtherance of the Functions

6. Management of the Scheme

6.1 The Treasurer to the Joint Committee is authorised to make the accounting entries necessary to achieve the purposes of the reserve in accordance with proper accounting practices

APPENDIX 7

JOINT COMMITTEE BUDGET 2013/14

AONB JOINT COMMITTEE PROPOSED BUDGET		
	2013/14	
TOTAL AONB NET BUDGET	£205,202	
TOTAL EXPENDITURE BUDGET	£391,427	
TOTAL INCOME BUDGET	-£217,725	
NET CENTRAL CORE BUDGET		
	£92,638	
Expenditure:	£263,121	
Total Employee Costs	£190,479	
Total Vehicle & Travel Costs	£5,817	
Total Other Office Expenses	£3,825	
Total Project Expenditure - SDF Grants	£63,000	
Income:	-£201,983	
Natural Resources Wales:	-£170,483	
NRW Salary & Project Funding	-£100,483	
SDF Salary Funding	-£7,000	
SDF Grant Funding	-£63,000	
Other Authority Funding:	-£31,500	
Wrexham CBC Funding	-£5,000	
Flintshire CC Funding	-£26,500	
* Included as Net Budget		
Net Core Budget Allocated per Authority - Equal Allocation		
Denbighshire CC		£30,879
Flintshire CC		£30,879
Wrexham CBC		£30,879
NET AREA CORE BUDGET		
	£112,563	
Expenditure:	£128,306	
Total Employee Costs	£106,351	
Total Vehicle & Travel Costs	£16,527	
Total Other Office Expenses	£428	
Total Project Expenditure	£5,000	

Income: **-£15,742**

Natural Resources Wales: **-£12,538**

NRW Project Funding -£1,517

NRW Clwyd Forest Partnership Funding -£11,021

Other DCC Funding - 13/14 Only **-£3,204**

Area Budget Allocated per Authority - Area %

Denbighshire CC - 80% £90,000

Flintshire CC - 10% £11,250

Wrexham CBC - 10% £11,250

Joint Committee Funding:	2013/14 Actual	Core/Area Apportionment
Denbighshire CC *	£173,702	£120,900
Flintshire CC	£26,500	£42,150
Wrexham CBC	£5,000	£42,150

** Note - It is not proposed that DCC will be reducing their annual subsidy based on the Core/Area apportionment*

AONB TEAM

CORE TEAM POSTS 2013/2014

Full Time: 7 Part Time: 3

AONB Officer (x1)
Assistant AONB Officer (x1)
Policy and Access Officer (x1)
Communications Officer (x1) Part Time
Planning Officer (x1) Part Time
Grants Officer (x1)
Countryside Officer (x1)
Area Project Officers (x3) 1 Part Time

IN WITNESS of which the Authorities have caused their respective Common Seals to be affixed to this Agreement as a deed the day and year first before written:-

THE COMMON SEAL of
DENBIGHSHIRE COUNTY COUNCIL
was hereunto affixed in the presence of:-

Chairman

Authorised Signatory

THE COMMON SEAL of
FLINTSHIRE COUNTY COUNCIL
was hereunto affixed in the presence of:-

Chair Of Council

Principal Solicitor

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

Head of Corporate and Customer Services

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CYNGOR
Sir Ddinbych
Denbighshire
COUNTY COUNCIL

Proposed creation of Joint Committee for
The Clwydian Range and Dee Valley Area
of Outstanding Natural Beauty (AONB)
26th November 2013

Equality Impact Assessment

Proposed creation of Joint Committee Improvement Team

Contact: Howard Sutcliffe AONB Officer

Updated: 22nd October 2013

1. What type of proposal is being assessed?

A new procedure

2. Please describe the purpose of this proposal

This is a proposal to modernise the governance structure of the enlarged AONB

3. Does this proposal require a full equality impact assessment?
(Please refer to section 1 in the toolkit above for guidance)

No

4. Please provide a summary of the steps taken, and the information used, to carry out this assessment, including any engagement undertaken
(Please refer to section 1 in the toolkit for guidance)

As this is a proposal for modernisation of the governance structure of the AONB. It delegates the responsibility of AONB management of the three County Councils of Denbighshire, Flintshire and Wrexham to a Joint Committee. Each Local Authority will host the Joint committee in turn. All meetings/buildings will provide full support for its members and the public as they will be the County Halls in Ruthin, Wrexham and Mold which are fully accessible.

5. Will this proposal have a positive impact on any of the protected characteristics?
(Please refer to section 1 in the toolkit for a description of the protected characteristics)

No, I think the proposal is neutral

6. Will this proposal have a disproportionate negative impact on any of the protected characteristics?

No

7. Has the proposal been amended to eliminate or reduce any potential negative impact?

No	This has not been necessary, as no potential negative impact has been identified.
----	---

8. Have you identified any further actions to address and / or monitor any potential negative impact(s)?

Yes	As discussed earlier, no potential negative impact has been identified. However, the actual impact of the proposal will be reviewed after implementation to see if any lessons can be learned.
-----	--

Action(s)	Owner	Date
none		



9. Declaration

Every reasonable effort has been made to eliminate or reduce any potential disproportionate impact on people sharing protected characteristics. The actual impact of the proposal will be reviewed at the appropriate stage.

Review Date: 22/10/13

Name of Lead Officer for Equality Impact Assessment	Date
Howard Sutcliffe	22/10/13

Please note you will be required to publish the outcome of the equality impact assessment if you identify a substantial likely impact.



FLINTSHIRE COUNTY COUNCIL

REPORT TO: **CABINET**

DATE: **TUESDAY, 18 MARCH 2014**

REPORT BY: **DIRECTOR OF LIFELONG LEARNING**

SUBJECT: **RESPONSES TO THE CONSULTATIONS ON 6TH FORM PROVISION AT ST RICHARD GWYN CATHOLIC HIGH SCHOOL AND FLINT HIGH SCHOOL**

1.00 PURPOSE OF REPORT

1.01 To inform members of the responses to the consultation on the options for post-16 provision in the Flint area and to set out the process for Cabinet evaluating the options before taking a policy position.

2.00 BACKGROUND

2.01 In March 2013 Members approved consultation in relation to post-16 provision in Flint. This followed the consultations held in relation to the post-16 provision at Buckley Elfed, Holywell, Connah's Quay and Queensferry. The consultation took place from the Autumn of 2013 following requests on timing from the schools involved.

2.02 The current post-16 provision located in Flint is separate Sixth Forms serving the two school communities. In September 2013 the two schools launched an informal collaboration between Flint High School and St. Richard Gwyn Catholic High School, known as the Flint 6. This is an informal arrangement. Students walk between the two schools to access the curriculum opportunities delivered across the partners.

2.03 In accordance with the Welsh Government approved business cases for transformation of post-16 education in Flintshire, the new Sixth Form Centre at Connah's Quay is scheduled to be opened in September 2016. This will provide the whole curriculum on one site, and will be the designated destination for post-16 students from Holywell, Connah's Quay, Shotton and Queensferry. An independent Gateway Review in the Autumn of 2013 supported the state of readiness for implementation.

2.04 The presence of new high quality provision would be expected to have an impact on student preferences and heightens the need for appropriate strategic planning by other providers.

2.05 In recognition of the different ethos of Flint High School as the local community school and the Catholic ethos of St. Richard Gwyn, which serves the whole County, a different set of options for each school was presented at the consultations. In each case the content of the consultation papers was “signed off” in terms of accuracy by the Headteachers of the individual schools.

2.06 **The consultation options for St. Richard Gwyn Catholic High School were:**

1. Retain 11-19 provision at St. Richard Gwyn Catholic high School

2. Retain 11-19 provision at St. Richard Gwyn Catholic high School and develop links with Coleg Cambria (Deeside College) including vocational pathways in order to provide a comprehensive curriculum including the requirements of the Learning and Skills measure for all learners. Strengthen the pastoral and chaplaincy provision for Catholic learners accessing vocational Education or Training.

3. Retain 11-16 provision at St. Richard Gwyn Catholic high School. Post-16 provision would be accessed at the new post-16 hub from September 2016, with St. Richard Gwyn Catholic High School as founding partner involved in governance and operational delivery.

4. Retain 11-19 provision at St. Richard Gwyn Catholic High School and formalise collaboration with Flint High School in seeking to maintain the post-16 provision between the two schools.

2.07 **The Consultation Options for Flint High School were:**

1. Retain 11-16 provision at Flint High School. Use any surplus accommodation to accommodate other education, leisure or cultural uses. Post-16 provision would be accessed at the new Hub at Connah’s Quay from September 2016.

2. Retain 11-19 provision at Flint High School and formalise collaboration with St. Richard Gwyn Catholic High School in seeking to maintain the post-16 provision between the two schools

2.08 In option 1 at Flint High School, the existing 16-19 provision would be phased out and closed to new students for September 2016. Students who had already started on courses at that time would be able to continue and complete the course at the school. Future post-16 provision would be centred at the post-16 Hub at Connah’s Quay. Students integrated into post-16 provision at Flint High School from Ysgol Maes Hyfryd would be similarly integrated into provision at the

proposed new Hub at Connah's Quay.

2.09 Meetings were held for staff/Governors and Parents at the two schools in December, with wide distribution of the written consultation documents. The consultation period in accordance with Welsh government requirements ended on the 31st of January 2014.

2.10 Responses were received via e-mail, letter, web page and the hard-copy response forms.

3.00 CONSIDERATIONS

3.01 The consultation received the following level of response forms:

- 630 – Flint High School Response Forms
- 453 – St Richard Gwyn Catholic High School Response Forms
- 470 – Young People's Consultation Response Forms

3.02 There is evidence of multiple completion of forms. 216 students completed a consultation form for both the Flint High and St Richard Gwyn consultations. 222 students completed a form for Flint High, St Richard Gwyn and also for the Children and Young People consultations. A comprehensive report containing the details of all the response forms received by the Authority has been placed in the Members' Library.

3.03 St. Richard Gwyn Catholic High School Consultation Paper responses were as follows:

1. How strongly do you agree with the consultation Option 1 for St Richard Gwyn Catholic High School? **(Retain 11-19 education)**

Strongly Agree	79 (17.4%)
Tend to Agree	17 (3.8%)
Neither Agree nor Disagree	14 (3.1%)
Tend to Disagree	8 (1.8%)
Strongly Disagree	329 (72.6%)

2. How strongly do you agree with the consultation Option 2 for St Richard Gwyn Catholic High School? **(Retain 11-19 provision, and develop links with Coleg Cambria)**

Strongly Agree	41 (9.1%)
Tend to Agree	23 (5.1%)
Neither Agree nor Disagree	19 (4.2%)
Tend to Disagree	22 (4.9%)
Strongly Disagree	342 (75.5%)

3. How strongly do you agree with the consultation Option 3 for St Richard Gwyn Catholic High School? **(Establish 11-16 provision with post-16 based at the Connah's Quay Hub)**

Strongly Agree	9 (2.0%)
Tend to Agree	2 (0.4%)
Neither Agree nor Disagree	10 (2.2%)
Tend to Disagree	17 (3.8%)
Strongly Disagree	406 (89.6%)

4. How strongly do you agree with the consultation Option 4 for St Richard Gwyn Catholic High School? **(11-19 provision at St. Richard Gwyn and further develop the links with Flint High School for post-16 provision)**

3.04	Strongly Agree	385 (85.0%)
	Tend to Agree	28 (6.2%)
	Neither Agree nor Disagree	12 (2.6%)
	Tend to Disagree	0 (0.0%)
	Strongly Disagree	24 (5.3%)

The breakdown of responses shows that the vast majority of responses were from students:

Parent/Carer	72 (15.9%)
Teacher	11 (2.4%)
Support Staff	5 (1.1%)
Governor	14 (3.1%)
Other	369 (81.5%)

These were categorised as:

- 1 Diocesan Director
- 1 Diocesan Office
- 1 Former parent and former teacher
- 2 Former parents
- 9 Former students
- 1 Former trainee teacher at St. Richard Gwyn
- 3 Grandparents
- 1 Member of public
- 1 Potential parent
- 1 Retired Head of 6th Form
- 320 Students
- 3.05 28 Did not complete a category.

Flint High School Consultation Paper responses were as follows:

1. How strongly do you agree with the consultation Option 1 for Flint High School? **(11-16 provision at the school, with Post-16 to be accessed at the new Hub in Connah's Quay)**

Strongly Agree	13 (2.1%)
Tend to Agree	4 (0.6%)
Neither Agree nor Disagree	9 (1.4%)
Tend to Disagree	13 (2.1%)
Strongly Disagree	591 (93.8%)

2. How strongly do you agree with the consultation Option 2 for Flint High School? **(Retain 11-18 provision and to continue to develop the collaboration with St. Richard Gwyn)**

Strongly Agree	591 (93.8%)
Tend to Agree	12 (1.9%)
Neither Agree nor Disagree	10 (1.6%)
Tend to Disagree	3 (0.5%)
Strongly Disagree	14 (2.2%)

- 3.06 The vast majority of respondents found the collaboration with St. Richard Gwyn to be the most acceptable option.
- 3.07 In the consultations in both St. Richard Gwyn and Flint High Schools, the majority of respondents were students at the schools. The responses from both school consultations and the dedicated consultation with young people strongly support development of collaborative arrangements of post-16 provision between the schools.
- 3.08 In addition to the response forms, frequently asked questions posed in the meetings and the responses are attached as an Appendix.
- 3.09 Letters sent from Town Council and individuals echo the messages in the main response, in that the new collaborative arrangement between the two schools is felt to be a positive move, and that it needs time to prove itself. The letters and e-mailed responses to the consultations are available for members in the members' library, together with the written replies from the Authority.
- 3.10 Correspondents felt that there would be a lack of pastoral care for students, that there would be a need for transport, for which some would need to pay under the current Flintshire post-16 school transport policy, and also that quality of provision was an unknown at the present.
- 3.11 The main response to reservations about quality is that the Hub would offer high levels of provision delivered by the best of existing practitioners, based on the positive contributions of partner schools and the College. Deeside College (Coleg Cambria) as a key partner has received particularly positive feedback from Estyn. There is no reason to believe that the quality of provision in a new Hub would be of any lower standard.

- 3.12 Issues have been raised over pastoral care and concerns that students would need to integrate into a more impersonal larger environment. As well as through designing smaller pastoral groups supported by skilled professionals, this can be countered by the fact that school pupils have traditionally attended College for a variety of courses, particularly vocational courses, including those provided for pupils under the age of 16.
- 3.13 The College has a well developed pastoral system, and is a centre for the provision of courses to particularly vulnerable students. For example, Ysgol Maes Hyfryd is eager to develop close working links with the proposed new Sixth Form Centre, which would provide for those young people who could integrate easily into a more mainstream provision. This would in turn free up provision at Maes Hyfryd for those young people who are currently attending special provision outside of the County.
- 3.14 Much discussion has centred on the role of the sixth form in encouraging high standards of attainment and staff recruitment. Although this may on the face of it provide a persuasive argument, the only 11-16 school in Flintshire has amongst the best of outcomes and has never experienced difficulties in the recruitment of highly qualified and experienced staff. In the experience of senior officers, the situation is not dissimilar in other areas with more 11-16 provision. The experience of 11-16 schools is that they provide the same opportunities for older students to mentor and support younger students and also to provide community leadership as those with sixth forms. The opportunities come earlier at Key Stage 4.
- 3.15 The key test for any proposal for school organisational change is whether it has realistic prospects of securing better opportunities and outcomes for learners, together with greater resilience and efficiency. The case for the consolidation of small sixth form provision at Connah's Quay has already been supported locally and nationally. The decision here is whether any options in relation to the two Flint schools are also sufficiently resilient to take forward or whether further work is needed.
- 3.16 Flint High School and St Richard Gwyn have developed a joint business case for a collaborative sixth form arrangement. The collaboration, which is embryonic, is being run in the current academic year with the full support and self-belief of the two governing bodies. The Council's position, communicated to both schools, is that if proven as a workable and sustainable business case, then the collaboration will be supported, otherwise we would have no alternative but to pursue another option. Both schools accept that the governance and business model for the collaboration is in development as the collaboration is new. The onus is on the schools to prove, to themselves and to the Council, and beyond doubt, that the collaboration is workable and sustainable.

3.17 A resilient business case would not require the issuing of statutory proposals, but would require us all to ensure that in its delivery it continues to offer efficiency and effectiveness for learners. The two schools have been invited to make a full business case submission which includes:

- purpose and aims of the collaboration;
- shared vision and ethos for the collaboration;
- governance arrangements (noting that the intent is to legally retain two separate sixth forms but to act as one on planning, funding and delivery);
- a statement of commitment to medium term collaboration between the two schools with a dispute resolution procedure should there be a material disagreement e.g. over funding;
- joint accountabilities to the Governing Bodies, the Local Authority and to Estyn;
- educational standards and ongoing improvement strategy (including performance measures, targets and reporting arrangements);
- evidence of the planned curriculum provision and meeting the breadth requirements of the Learning and Skills Measure;
- vision and arrangements for pastoral care, inclusion, anti-poverty working, wellbeing and other operational management arrangements;
- strategy for economic and effective use of resources and co-funding agreement;
- sustainable funding projections to 2017-18 with detailed supporting evidence;
- sustainable pupil projection figures to 2017-18 with detailed supporting evidence; and
- processes for annual review (and ideally a proposal for a more formal mid-point review) on the resilience and sustainability of the collaboration.

3.18 At the time of writing the report the two schools were in the process of completing their own business model and providing the Council with a complete and final business case for consideration. Until the final business case is available and has been evaluated a formal recommendation cannot be made. It is central to the business case that sufficient sixth form pupils are appropriately recruited and retained, securing sufficient funding to meet the requirements of the Learning and Skills Measure and to be resilient and sustainable for the medium term.

4.00 RECOMMENDATIONS

- 4.01 Cabinet notes the evaluation of consultation process.
- 4.02 Cabinet notes that the two schools are in the process of finalising and submitting their final business case in support of their preferred option for a voluntary collaboration.
- 4.03 Cabinet is prepared to evaluate the options and take a policy position once the final business case has been received.

5.00 FINANCIAL IMPLICATIONS

- 5.01 Funding for each school can only be drawn down in accordance with the numbers of post-16 students on programmes of study. Flint High School currently has 92 on roll and is well below even the low local policy number of 120 to indicate viable numbers of post-16 students. At St. Richard Gwyn the number is currently 131. Clearly, there are efficiencies that can be secured through collaborative working. These would be lower or at best similar to consolidation of post-16 activity in Flint on one site only. If working collaboratively, the funding model will need to demonstrate that St. Richard Gwyn with the larger provision is not providing a hidden subsidy for the smaller provision at Flint High School.

6.00 ANTI POVERTY IMPACT

- 6.01 None as a direct result of this report

7.00 ENVIRONMENTAL IMPACT

- 7.01 None as a direct result of this report.

8.00 EQUALITIES IMPACT

- 8.01 None as a direct result of this report.

9.00 PERSONNEL IMPLICATIONS

- 9.01 None as a direct result of this report.

10.00 CONSULTATION REQUIRED

- 10.01 Any decision to make changes to sixth form provision would require a further report seeking approval for the publication of a statutory notice, which would start a period for lodging formal objections.

11.00 CONSULTATION UNDERTAKEN

11.01 Consultation meetings and written consultation were undertaken with the school communities between 16th December 2013 and 31st January 2014.

12.00 APPENDICES

12.01 Appendix A: Frequently Asked Questions for Flint High School and St. Richard Gwyn Catholic High School.

LOCAL GOVERNMENT (ACCESS TO INFORMATION ACT) 1985 BACKGROUND DOCUMENTS

All individual letters and responses have been placed in the Members' Library.

Contact Officer: Tom Davies
Telephone: 01352 704011
Email: tom.davies@flintshire.gov.uk

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FLINTSHIRE COUNTY COUNCIL

REPORT TO: **CABINET**

DATE: **TUESDAY, 18 MARCH 2014**

REPORT BY: **HEAD OF FINANCE**

SUBJECT: **CLWYD PENSION FUND - FUNDING STRATEGY STATEMENT AND IMPACT FOR FLINTSHIRE COUNTY COUNCIL**

1.00 PURPOSE OF REPORT

1.01 To provide an update on the Clwyd Pension Funding Strategy Statement and the impact on the budget for Flintshire County Council in 2014/15, 2015/16 and 2016/17 following the triennial Actuary Valuation.

2.00 BACKGROUND

2.01 Flintshire County Council (the Administering Authority) administers the Clwyd Pension Fund (CPF) on a lead authority basis.

2.02 Flintshire (as an employer) is one of the major bodies within the CPF along with Wrexham and Denbighshire Councils and other bodies e.g. colleges, Town and Community Councils.

2.03 Local Government Pension Funds are required to undertake a triennial (three year) actuarial valuation. This determines the funding level of the fund as a whole and provides each employing body in the Fund with the contributions to be paid over the coming three years. These contributions are in relation to:

- Past service deficit (these are lump sum payments)
- Future service (these are paid as percentage of pensionable pay)

2.04 The draft Funding Strategy Statement has been the subject of consultation with employers which took place at the end of 2013. The statement was considered by the Clwyd Pension Fund Panel in February prior to finalisation.

3.00 CONSIDERATIONS

Fund Valuation

- 3.01 The valuation of the CPF (as with any Fund) is on the basis of a number of actuarial assumptions, e.g. future interest rates, inflation, payroll costs, mortality rates, investment return expectations, etc.
- 3.02 Although the current and future costs of pensions is estimated by the actuarial valuation, how these costs will be met is determined by the Funding Strategy Statement (FSS). The FSS outlines:-
- Such assumptions as stated in 3.01 above
 - The maximum period of time to re-pay any deficit
 - Options for stepping any increase in the future service rate
- 3.03 As a result, employers within the Fund can agree a contribution profile with the Actuary over the three year period within the boundaries set in the FSS.
- 3.04 The FSS and Actuary Valuation Report which includes the contributions agreed with each of the employers must be signed by the Actuary prior to the start of the financial year.

Whole Fund Results

- 3.05 The CPF has assets of £1.1bn. The 2013 valuation identified that the CPF had a deficit of £0.617m as at 31st March 2013 giving a funding level of 68%. Through the Funding Strategy Statement, the Fund aims to reach 100% funding over a recovery period, which for the CPF is 20 years. The position is reviewed every three years.
- 3.06 The deficit had increased over the three years since the 2010 valuation from £0.377m to £0.617m. Despite positive investment performance, low bond yields (which are used to value liabilities) have increased the cost of pension provision (what the fund will need to pay out) and the funding deficit has therefore increased significantly.
- 3.07 The Actuary has recognised that bond yields were at an exceptionally low level at the actuarial date of 31st March 2013 and that known post valuation date valuations are reasonable. As a result a revised position has been considered to take account of the position as at 31st August 2013. In discussion with the unitary authorities, the Actuary is fully aware of the affordability issues raised by an increase in employer costs amidst the financial challenges which councils are dealing with in 2014/15 and the coming years. The approach has been to agree a plan which balances affordability with the financial health of the CPF.

- 3.08 Whilst the position reported is for the Fund as a whole, the position of individual employers within the fund (assets to liabilities) is also identified and this is what drives the contributions for that employer. The rates differ based on numbers in the Fund, age profiles, local policies, past decisions on retirements, etc.

Flintshire County Council

- 3.09 For Flintshire, the funding level is 68% with a deficit of £196.972m as at 31st March 2013. The future service rate needs to increase from 11.9% of pensionable pay to 14.1% and for the deficit recovery amount to rise to £10.239m by 2017/18. The deficit recovery period is 19 years which is allowed within the FSS.
- 3.10 In recognising the financial challenges, a stepped approach to the increase has been agreed with the Actuary, which is permitted within the FSS.
- 3.11 The Council's 2014/15 budget includes an additional budget allocation of £0.991m in 2014/15, increasing to £2.738m in 2015/16 and £4.242m in 2016/17, to comply with the requirements of the 2013 valuation. Over the three year period, an estimated amount of £1.3m (£500m in 2014/15) will contribute to the past service deficit and £2.9m (£0.491m in 2014/15) towards future service. The total council fund projected costs for employer's superannuation costs in 2013/14 is £23.5m.

4.00 RECOMMENDATIONS

- 4.01 Members are asked to note the report.

5.00 FINANCIAL IMPLICATIONS

- 5.01 As set out in the report. The costs for 2014/15 are included in the agreed budget and for 2015/16 and 2016/17 are indicated in the Medium Term Financial Plan.

6.00 ANTI POVERTY IMPACT

- 6.01 None directly as a result of this report.

7.00 ENVIRONMENTAL IMPACT

- 7.01 None directly as a result of this report.

8.00 EQUALITIES IMPACT

- 8.01 None directly as a result of this report.

9.00 PERSONNEL IMPLICATIONS

9.01 None directly as a result of this report.

10.00 CONSULTATION REQUIRED

10.01 None directly as a result of this report.

11.00 CONSULTATION UNDERTAKEN

11.01 None.

12.00 APPENDICES

12.01 None.

**LOCAL GOVERNMENT (ACCESS TO INFORMATION ACT) 1985
BACKGROUND DOCUMENTS**

Clwyd Pension Fund Funding Strategy Statement

Contact Officer: Gary Ferguson
Telephone: 01352 702271
Email: gary.ferguson@flintshire.gov.uk

FLINTSHIRE COUNTY COUNCIL

REPORT TO: **CABINET**
DATE: **TUESDAY, 18 MARCH 2014**
REPORT BY: **HEAD OF FINANCE, HEAD OF HOUSING**
SUBJECT: **WELFARE REFORM UPDATE**

1.00 **PURPOSE OF REPORT**

1.01 To update members on the latest position regarding Welfare Reform.

2.00 **BACKGROUND**

2.01 When the Welfare Reform Board agreed in July 2013 that its objectives to oversee the development and successful implementation of the Welfare Reform Strategy had been completed, it was agreed that alternative arrangements were needed to report on the operational aspects of managing Welfare Reform.

2.02 As a result it was agreed that for Council Members this would be through reporting to Cabinet and Scrutiny and for partner organisations through the Local Service Board (LSB) and Advice Management Board (AMB).

2.03 The Welfare Reform update for members in the autumn was provided through the Member Workshop held on 8th November 2013. This report begins a cycle of quarterly reporting which is aligned to the Council's performance reporting cycle. This report will be provided to Corporate Resources Overview & Scrutiny on 10th April 2014 and Housing Overview & Scrutiny on 16th April 2014.

2.04 Updates are provided on a regular basis to the LSB and AMB.

2.05 This report identifies affected areas and the Council's response.

3.00 **CONSIDERATIONS**

3.01 **Benefit Cap**

As of the 31 December 2013, 42 Flintshire households were subject to the Benefit Cap and have had their housing benefit reduced accordingly. The total reduction in housing benefit amongst the Flintshire households is £4,695 pw.

The Welfare Reform Response Team directly targeted the households subject to the Benefit Cap. To date, seventeen households have engaged with a response worker and started to identify and implement solutions to the financial problems that have been generated by having their weekly welfare benefit income reduced.

Through the interventions of the Welfare Reform Response Team, six households have been assisted to become exempted from the Benefit Cap and a further three households are awaiting decisions on disability benefit claims, which if they are successful, will exempt these households too. All seventeen households have been provided with personal budgeting support to help them to be more adept at managing their household income

The Benefit Cap is an ongoing process with the Department for Work and Pensions (DWP) advising Flintshire Housing Benefit (HB) department of new cases to be capped or removed from capping on a monthly basis

3.02 **Maximum Rent Social Sector (MRRS)**

The introduction of MRSS (commonly known as Bedroom Tax) in April 2013, resulted in a reduction of Housing Benefit payable in instances where Social Housing tenants under occupied a property based on the number of bedrooms in the property. With reductions of:

14% for 1 bedroom
25% for 2 or more bedrooms

In Flintshire the number of tenants affected by these changes were 14% reduction - 2064 tenants of which 1642 were Flintshire tenancies 25% reduction - 772 tenants of which 690 were Flintshire tenancies.

A loophole within the administration of the MRSS was identified in January 2014. This loophole relied on the fact that the transitional protection aimed at tenants in 1996 operated by freezing the pre-1996 eligible rent rules for anyone who satisfied the continuous HB/continuous occupation requirements.

Although the rules for private tenants have undergone major reform, the rules for social sector tenants have not been amended therefore, technically, the eligible rent of a social sector tenant who has been on HB in the same dwelling since 1996 is calculated under the pre-1996 Regulations.

This technicality effectively exempts social landlord tenants from MRSS, where they have continuous HB and occupation prior to January 1996.

In Flintshire, the HB department identified 339 claims which required investigation for eligibility for exemption; this resulted in 104 claims being exempt from MRSS.

The Regulations are being amended with effect from March 2014 to address this issue. As a result, any claims identified as being exempt this year will be subject to the restrictions again from the legislation change. This will require claims to be amended to remove the exemption.

3.03 **Council Tax Reduction Scheme**

The Regulations have now been laid by Welsh Government and a scheme was adopted by Flintshire at the end of January for the 2014/15 financial year, with the availability of 100% reduction in eligible cases.

In December 2013, the Welsh Government launched a consultation on the future of its Council Tax Reduction Scheme.

The consultation recognises that the cost of maintaining entitlement to CTRS will increase year on year, making it more and more difficult to sustain this protection, and, as a result they are reviewing the options for the medium and long term future of council tax support. This was reported to Cabinet and Corporate Resources Overview & Scrutiny in February and the Council's response was submitted to Welsh Government by the required date of 5th March 2014.

3.04 **Discretionary Assistance Fund (DAF)**

The DAF is being managed by Northgate Public Services who are working in partnership with The Family Fund and Wrexham County Borough Council.

The DAF became operational across Wales from 2 April 2013 and has replaced elements of the DWP Social Fund. The purpose of DAF is to offer grant payments to help and support people where there is an identified need to safeguard their, or a member of their households, health and well-being and the applicant has no other means of meeting the immediate cost of living. Two grant payments are available; i) Individual Assistance Payment, and, ii) Emergency Assistance Payment.

The DAF is a cash limited fund which will initially run until March 2015. During the period April 2013 – October 2013, across Wales 18,320 applications were made to the DAF with support being given to 12,192 people. During the same period, Flintshire residents submitted 728 applications to the DAF with 428 of these applications (59%) being successful.

In its first six months of operation, the Discretionary Assistance Fund has spent just over £2.7 million of its annual budget of £10.2 million. This level of expenditure is significantly lower than projected. A recently published report from a Welsh Government Task and Finish Group included a series of formal recommendations to the DAF on how the scheme could be changed to offer assistance to more vulnerable households. A Flintshire County Council officer was a member of this group which was established by Welsh Government to consider the effects of changes to the welfare system on the social rented sector.

3.05 **Personal Independence Payments**

The DWP have acknowledged that there are unacceptable delays in processing personal independence payment applications. Statistics released in January 2014 by the DWP, demonstrate that decisions had been made on less than one in five new personal independence payment claims submitted in the period June to December 2013. Of particular concern was the delay in processing claims from applicants with a terminal illness. The DWP have now introduced new processes to ensure that such personal independence claims are fast tracked.

The reassessment process for current disability living allowance claimants aged 16 – 64 years old (on the 8th April 2013) commenced on the 28th October 2013. The DWP project that 20% of current disability living allowance claimants will not meet the stricter eligibility criteria for personal independence payments. The first groups of Disability living allowance claimants being reassessed are:-

- Children reaching 16,
- Claimants with fixed term awards that end after the 17th March 2014, and
- Claimants who report a change in their circumstances, i.e., their health has deteriorated and their care and mobility needs have increased.

The Government have confirmed that the large-scale reassessment of claimants (including over 3,000 Flintshire residents) who have an indefinite award of disability living allowance will not commence until at least October 2015.

3.06 **Universal Credit (UC)**

The first statistics on UC, released in December 2013, show that, across the United Kingdom, 7,500 people have claimed the new benefit between April and December 2013 with seven out of ten claims being made by people aged under 25 years. At present there are around 5,000 live UC claims with only 10% of the live UC claims including housing costs.

On the 3rd February 2014, a Statutory Instrument was laid before Parliament confirming that UC will be implemented within Flintshire from the 7th April 2014. The Statutory Instrument also provided confirmation that from April 2014, universal credit will only be claimed by single unemployed claimants served by Shotton Jobcentre who live within the following postcode districts:-

- a) CH5 1 to CH5 4.
- b) CH5 9

It is expected that during the first few months of its implementation within Flintshire, the take-up of UC amongst single claimants will be low, with DWP projecting an average of 50 claims per month. However, the Secretary of State has given a commitment to Parliament that during 2014 access to universal credit will be extended to include more claimant groups. The DWP have indicated that Shotton Jobcentre will begin to accept universal credit claims from claimant couples during 2014.

Flintshire is currently negotiating a partnership agreement with the DWP. This will ensure there is a coordinated network of support provision available to assist vulnerable claimants to make and sustain their universal credit claim, and that measures are also developed to provide DWP decision makers with direct access to technical advice and support from the Flintshire County Council Housing Benefit Service on universal credit claims that include housing costs.

A separate report on the implementation of universal credit within Flintshire which outlines the Delivery Partnership Agreement between the Council and the DWP is also on the agenda for Cabinet in March.

3.08 **Discretionary Housing Payments(DHP)**

The DWP have increased DHP funding to assist claimants who have been affected by welfare reform, this assistance is based on need and is viewed by DWP as temporary assistance until a claimant is able to adapt to the changes. The Council also provides funding within its base budget for DHP payments and this was re-profiled in the 2014/15 budget to take account of the level of DWP funding and levels of demand.

FCC Benefits Department have established protocols to ensure DHP is available to support affected claimants with an application process to ensure that help is provided in accordance with DWP guidelines.

As at February 2013, DHP totalling £245,811 has been paid to 584 claimants.

A review of applications in quarter 3 shows that 72.6% of applications were approved with sector approval of:

Flintshire 79.1%
RSL 78.9%
Private 61.8%

The Council's successful proactive work with claimants (see 3.10) has been effective in reducing the cost of DHP to levels lower than had been anticipated but, importantly, all eligible claimants have received support through DHP.

3.09 **Welfare Reform Training and Development Programme**

The programme continues to be delivered to front line advice and support staff from a range of internal and external services.

In December 2013, four training courses, providing an overview of universal credit and the personal independence payment, were delivered to 60 Flintshire County Council front line staff. Arrangements are being made for these two courses to be cascaded to external advice and support services in March 2014.

3.10 **Welfare Reform Response Team (WRRT)**

The team was established in May 2013 to directly target advice and support at vulnerable households throughout Flintshire who are at most risk of losing household income and may face an increased risk of homelessness. The team has used data provided by the FCC Housing Benefit Service to predominately target their support services at households impacted by the spare room subsidy and the Benefit Cap.

At the 31st January 2014, the team had targeted over 175 households with 131 households accepting the offer of support and engaging with a response officer.

The WRRT interventions with these households have produced numerous successful outcomes, which have helped households to better manage the financial changes imposed upon them by the welfare reforms.

The successful outcomes include the following:

- 16 households were assisted to enter employment or to access training/education in order to enhance employment prospects
- 88 households were helped to gain extra weekly income, totalling £85,000pa

- 39 households were helped to avoid the risk of becoming homeless
- 20 households were helped to access more affordable accommodation
- 49 households received support to better manage their household budgets
- 29 households were helped to claim a discretionary housing payment award (*Note:* 41 households did not need to submit an application for a discretionary housing payment as the WRRT helped them to identify alternative means of meeting the shortfall in their housing benefit award.)

3.11 **Flintshire Council Tenants impacts**

A comprehensive update detailing the impacts of the welfare reforms upon council tenants and how these impacts are being managed will be included as an appendix when the Welfare Reform report is presented to the Housing Overview and Scrutiny meeting being held on the 16 April 2014.

4.00 **RECOMMENDATIONS**

4.01 That Members note the report.

5.00 **FINANCIAL IMPLICATIONS**

5.01 None directly as a result of this report.

6.00 **ANTI POVERTY IMPACT**

6.01 There will be an impact of reducing benefits payable to residents who must be considered as our most financially vulnerable as that they had previously qualified for means tested benefits.

6.02 The work streams, which are being managed within Flintshire's response to the welfare reform agenda, aim to protect, as much as possible, the most vulnerable members of our communities from being adversely affected by the ongoing transformation of the social security system.

7.00 **ENVIRONMENTAL IMPACT**

7.01 None.

8.00 EQUALITIES IMPACT

8.01 As a Legislative decision the impacts have been assessed by DWP, WG, WLGA, at an Authority level impacts have been recognised.

9.00 PERSONNEL IMPLICATIONS

9.01 As benefits reductions are implemented there will be an increase demand on staff resource to explain the changes to residents and provide advice and support to help residents manage the reduction in their household income.

10.00 CONSULTATION REQUIRED

10.01 None.

11.00 CONSULTATION UNDERTAKEN

11.01 None.

12.00 APPENDICES

12.01 None.

**LOCAL GOVERNMENT (ACCESS TO INFORMATION ACT) 1985
BACKGROUND DOCUMENTS**

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FLINTSHIRE COUNTY COUNCIL

REPORT TO: **CABINET**

DATE: **TUESDAY, 18 MARCH 2014**

REPORT BY: **HEAD OF FINANCE**

SUBJECT: **UNIVERSAL CREDIT DELIVERY PARTNERSHIP AGREEMENT**

1.00 PURPOSE OF REPORT

- 1.01 To advise Cabinet members as to progress of the roll out of Universal Credit (UC) to Shotton Job Centre.
- 1.02 To advise members of the proposed Delivery Partnership Agreement (DPA)
- 1.03 To request that the Head of Finance in conjunction with the Head of Housing and the Cabinet members for Housing and Corporate Services be granted delegated authority to authorise the DPA on behalf of the Council.

2.00 BACKGROUND

- 2.01 As part of the implementation of UC which is being phased in by the Department for Work and Pensions, 6 Job Centre Plus sites including Shotton were chosen to pilot the introduction of UC.
- 2.02 From Spring 2014, UC will start to be rolled out within Flintshire and some single unemployed people served by Shotton Jobcentre will be required to make claims for universal credit claims instead of jobseekers allowance. The (DWP) have projected that Shotton Jobcentre will process around 50 universal credit claims per month from single claimants. Due to the profile of the initial claimant group, being younger, with I.T skills and more likely to be living with family the DWP have predicted that they will need less assistance than the claimant groups that will follow later. As such there is expected to be a low demand for initial assistance from Flintshire.
- 2.03 During Summer and Autumn of 2014, the DWP propose to extend new claims for UC to include unemployed claimants who have a partner and to claimants who have dependent children. This will increase the numbers of claimants per month.

- 2.04 As the DWP do not have a support network in place their wish is to work in partnership with the Councils in the pilot areas to ensure that there is a coordinated network of support provision available to assist vulnerable claimants to make and sustain their UC claim.
- 2.05 In support of the pilot of UC to Shotton Flintshire is working with the DWP in 2 areas of support.
- 2.5.1 The support of claimants for on line access and personal budgeting support.
- 2.5.2 The requirement for the Housing Benefit Department to support the DWP in complex Housing Benefit cases and for confirmation of occupancy.
- 2.06 The DWP wish to formalise the agreement and will produce a Delivery Partnership agreement (DPA) for a 12 month period commencing 1st April 2014, by the middle of March detailing responsibilities and service levels.
- 2.07 To support this agreement, the DWP have agreed to provide funding to Flintshire County Council, however this funding is subject to negotiation.

3.00 CONSIDERATIONS

- 3.01 As the first site in Wales, this pilot will be high profile which will attract interest from National and Local Government.
- 3.02 The DPA will formalise agreed actions by Flintshire in support of the roll out of UC. With Flintshire supporting people to apply electronically for UC by providing access points and technical support as required, and providing budgeting advice to claimants who have been identified by the DWP. This support will be provided by Departments from the Finance and Housing Services.
- 3.03 In addition to claimant support, the DWP also require administrative support from the Housing Benefit (HB) department with contact points to advise on complex HB issues such as exempt accommodation, and tenancy confirmations.
- 3.04 The DWP have agreed to fund the cost of providing support of UC; however negotiations are ongoing with the DWP who require a funding bid which reflects potential additional workloads to current service provision on an incremental basis which remains within their financial constraints.

The funding under the DPA will also include a new administrative burden which has been identified by the DWP, to enable the administration of Council Tax Support (CTS) in that the current electronic access to DWP records will be restricted and future CTS claims will be required to be by separate application. This funding would have previously been paid to Flintshire within the HB Administration grant.

- 3.05 The proposed partnership agreement is still being prepared by the DWP with an expected signing date by mid March.
- 3.06 To comply with the time line for agreeing funding and signing the agreement it is unlikely that the agreement could be considered by Cabinet and so delegated arrangements will need to be put in place.
- 3.07 Once the DPA and funding has been agreed there will be a requirement to negotiate delivery with the 3rd sector.

4.00 RECOMMENDATIONS

- 4.01 That Members note the report and impacts.
- 4.02 That delegated authority is given to the Head of Finance in conjunction with the Head of Housing and the Cabinet members for Housing and corporate Services to agree funding and to authorise the DPA on behalf of the Council.
- 4.03 That reports are provided to Cabinet on the finalisation of the DPA and funding, and regular progress reports on the pilot.

5.00 FINANCIAL IMPLICATIONS

- 5.01 The increased services provision pressures on the Finance and Housing Services will be funded by the DWP.

6.00 ANTI POVERTY IMPACT

- 6.01 The proposed digital by default implementation of UC will have a negative impact in instances of Claimants without access to I.T or with limited I.T skills these impacts will be mitigated by the support of Claimants.
- 6.02 As UC (including Housing Benefit) is to be paid monthly in arrears it is expected that some claimant may have budgeting problems which may affect rent payments. The intention is to offer personal budgeting support to claimants who are identified by the DWP to support them in managing their budgets.

7.00 ENVIRONMENTAL IMPACT

7.01 None.

8.00 EQUALITIES IMPACT

8.01 None.

9.00 PERSONNEL IMPLICATIONS

9.01 None.

10.00 CONSULTATION REQUIRED

10.01 None.

11.00 CONSULTATION UNDERTAKEN

11.01 None.

12.00 APPENDICES

12.01 None.

**LOCAL GOVERNMENT (ACCESS TO INFORMATION ACT) 1985
BACKGROUND DOCUMENTS**

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FLINTSHIRE COUNTY COUNCIL

REPORT TO: **CABINET**

DATE: **TUESDAY, 18 MARCH 2014**

REPORT BY: **HEAD OF FINANCE**

SUBJECT: **REVENUE BUDGET MONITORING 2013/14 (MONTH 9)**

1.00 PURPOSE OF REPORT

1.01 To provide Members with the most up to date revenue budget monitoring information (Month 9) for the Council Fund and the Housing Revenue Account in 2013/14.

1.02 INDEX OF CONTENTS

Section 2	Executive Summary
Paragraph 3.01	Council Fund Summary Table
Section 4	Inflation
Section 5	Monitoring Budget Assumptions & New Risks
Section 6	Unearmarked Reserves
Section 7	Housing Revenue Account
Appendix 1	Council Fund - Movement in Variances from Month 8
Appendix 2	Community Services -Variances Summary
Appendix 3	Environment -Variances Summary
Appendix 4	Lifelong Learning -Variances Summary
Appendix 5	Corporate Services -Variances Summary
Appendix 6	Central & Corporate Finance -Variances Summary
Appendix 7	Council Fund Unearmarked Reserves Summary
Appendix 8	Housing Revenue Account -Variances Summary
Appendix 9	Council Fund - Achievement of Efficiencies

2.00 EXECUTIVE SUMMARY

The projected year end position, as estimated at Month 9, is as follows:

Council Fund

- Net in year expenditure forecast to be £1.738m less than budget. (An increase of £0.670m on the £1.068m reported at Month 8)
- Projected contingency reserve balance at 31 March 2014 of £4.379m

Housing Revenue Account (HRA)

- Net in year expenditure forecast to be £0.156m less than budget (£0.212m as at Month 8)
- Projected HRA balances at 31 March 2014 of £1.589m

3.00 COUNCIL FUND LATEST IN YEAR FORECAST

3.01 The table below shows a projected positive variation of expenditure against budget of £1.738m

TOTAL EXPENDITURE AND INCOME	Original Budget	Revised Budget	In-Year Over / (Under) spend	
			Month 8	Month 9
	£m	£m	£m	£m
<u>DIRECTORATES (Service Groups)</u>				
Services for Adults	45.642	44.302	(0.664)	(0.701)
Services for Children	11.906	12.172	0.827	0.731
Housing Services	1.800	1.835	(0.319)	(0.269)
Development & Resources	1.688	1.659	(0.018)	0.022
TOTAL : COMMUNITY SERVICES	61.036	59.968	(0.174)	(0.217)
Assets and Transportation	6.015	6.091	0.031	(0.177)
Planning	1.708	1.717	(0.068)	(0.046)
Public Protection	3.455	3.464	(0.055)	(0.048)
Regeneration	0.715	0.704	0.007	0.011
Streetscene	19.320	19.210	0.352	0.359
Management, Support & Performance	1.088	1.094	(0.009)	(0.025)
TOTAL : ENVIRONMENT	32.301	32.280	0.258	0.074
Culture & Leisure	6.876	6.378	0.409	0.418
Inclusion Services	14.058	13.245	(0.059)	(0.063)
Primary School Services	43.374	43.334	(0.037)	(0.172)
Secondary School Services	36.638	37.472	(0.016)	(0.018)
Development & Resources	12.118	12.428	(0.223)	(0.280)
TOTAL : LIFELONG LEARNING	113.064	112.857	0.074	(0.115)
Chief Executive	2.356	2.301	(0.053)	(0.068)
Finance	14.265	14.235	(1.019)	(1.102)
HR & OD	2.427	2.479	(0.013)	(0.012)
ICT & Customer Services	4.922	5.037	0.001	(0.023)
Legal & Democratic Services	3.145	3.136	(0.135)	(0.143)
TOTAL : CORPORATE SERVICES	27.115	27.188	(1.219)	(1.348)
TOTAL DIRECTORATES	233.516	232.293	(1.061)	(1.606)
Central and Corporate Finance	26.236	27.459	(0.007)	(0.132)
Total	259.752	259.752	(1.068)	(1.738)

3.02 The original budget column reflects the budget approved by Council on 1 March 2013. The revised budget column reflects in-year virements which have been approved in compliance with Financial Procedure Rules.

3.03 From the table in 3.01 it can be seen that there is an increase of £0.670m on the under spend of £1.068m reported at Month 8. The key variances to note include:

3.04 Environment – Industrial Units

The projected under spend has increased in month 9 to reflect accounting treatment of current year income from Deeside Power of £0.200m This follows consideration of a Wales Audit Office recommendation in a minor issues operational report to officers arising from the 2012/13 accounts.

3.05 Community Services – Services for Children

The overspend has reduced in Period 9 by £0.096m due to revised projections on current years expenditure for professional support due to delays in the start date for Supervised Contact Centres.

3.06 Lifelong Learning – Primary School Services

The projected under spend on Primary School Services has increased by £0.135m primarily relating to the demand for Early Entitlement services. The anticipated number of three year old children attending childcare settings is less than previously anticipated.

3.07 **Request for Carry Forward – Corporate Services (Finance)**

It is requested that £0.051m is carried forward to 2014/15 to provide resource to ensure the continuity of the operational response team linked to the welfare reform service.

3.08 All the movements from Month 8 are summarised in Appendix 1 with the detailed reasons for all variances by Directorate summarised within Appendices 2 to 8.

3.09 **Programme of Efficiencies**

The 2013/14 budget contains £5.331m of specific efficiencies and the table below summarises the current position in relation to the achievement of these items. The analysis shows that it is currently projected that £4.060m (76%) will be achieved, resulting in a net underachievement of £1.271m. The main reason for the change is the efficiency in relation to the Supported Living Service will not now be achieved in 2013/14. However, the full efficiency of £0.350m is expected to be achieved in 2014/15 when the new structure is implemented.

Status of Efficiency	Value of Budgeted Efficiency £m	Value of Projected Efficiency £m	(Under) Over Achievement £m
ALREADY ACHIEVED	1.973	1.973	0.000
EXPECTED TO BE ACHIEVED IN FULL	1.877	1.877	0.000
ACHIEVABLE IN PART	0.281	0.210	(0.071)
NOT ACHIEVABLE	1.200	0.000	(1.200)
Total	5.331	4.060	(1.271)

4.00 INFLATION

- 4.01 **Pay inflation** of £0.734m is included within service budgets to reflect the national pay award agreed earlier in the year.
- 4.02 **Non Standard price inflation** – amounts for energy, fuel and food costs are included in the budget and held centrally. In period 6, £0.141m for food costs were allocated. The allocation for energy costs continues to be closely monitored and at this stage it is anticipated that all of this budget will be utilised in 2013/14 and this is reflected in the projected outturn.

5.00 MONITORING BUDGET ASSUMPTIONS AND NEW RISKS

- 5.01 Along with its strategic partners, the Council has intervened in relation to the former chemical plant in Sandycroft (Euticals Ltd). Estimated costs have been reviewed and are reflected within current projections and continue to be monitored monthly.
- 5.02 Out of County Placements – As previously reported this is a highly volatile area of expenditure. The overspend in month 9 has increased marginally by £0.010m. The focus of high cost placements are now a North Wales project and will continue to be reviewed. However, the nature of these services is such that there will always be potential for major swings between specific reporting periods.

6.00 UNEARMARKED RESERVES

- 6.01 The 2012/13 final outturn reported to Cabinet on 16 July showed unearmarked reserves at 31 July 2013 (above the base level of £5.564m) of £3.409m after taking into account a commitment in 2013/14 for use of £0.297m to meet one-off time limited costs. In July, Cabinet allocated £0.250m to the Winter maintenance reserve, bringing the level in the reserve to £3.159m.
- 6.02 After taking into account an allocation of £0.518m for recovery costs following the severe weather in March 2013, and bringing in the impact of the projected in year budget position the current projected level of the contingency reserve at the end of March 2014 is £4.379.

7.00 HOUSING REVENUE ACCOUNT

- 7.01 On 19 February 2013, the Council approved a Housing Revenue Account (HRA) budget for 2013/14 of £28.259m. The budget provided for a closing balance of £0.903m, which at 3.2% of total expenditure satisfies the prudent approach of ensuring a minimum level of 3%
- 7.02 The 2012/13 final outturn reported to Cabinet on 16 July 2013 showed a closing balance at the end of 2012/13 of £1.931m which was £0.861m more than when the 2013/14 budget was set. This had the effect of increasing the opening balance for 2013/14 by the same amount.
- 7.03 For 2013/14 there is an overall projected under spend of £0.155m and a projected closing balance at Month 9 of £1.589m, which at 5.56% of total expenditure satisfied the prudent approach of ensuring a minimum level of 3%.
- 7.04 Appendix 8 details the reasons for the significant variances occurring to date and the actions planned to deal with them.

8.00 RECOMMENDATIONS

- 8.01 Members are recommended to:
- a) Note the overall report.
 - b) Note the projected Council Fund contingency sum as at 31st March 2014 (paragraph 6.02).
 - c) Approve the carry forward request detailed in 3.07.
 - d) Note the projected final level of balances on the Housing Revenue Account (paragraph 7.03).

9.00 FINANCIAL IMPLICATIONS

- 9.01 The financial implications are as set out in Sections 3.00 - 7.00 of the report.

10.00 ANTI-POVERTY IMPACT

- 10.01 None.

11.00 ENVIRONMENTAL IMPACT

- 11.01 None.

12.00 EQUALITIES IMPACT

- 12.01 None.

13.00 PERSONNEL IMPLICATIONS

13.01 None.

14.00 CONSULTATION REQUIRED

14.01 None.

15.00 CONSULTATION UNDERTAKEN

15.01 None.

16.00 APPENDICES

Council Fund - Movement in Variances from Month 8 - Appendix 1

Council Fund Significant Variances - Appendices 2 - 6

Council Fund - Movements on unearmarked reserves - Appendix 7

Housing Revenue Account Variances - Appendix 8

Council Fund - Achievement of Efficiencies - Appendix 9

**LOCAL GOVERNMENT (ACCESS TO INFORMATION ACT) 1985
BACKGROUND DOCUMENTS**

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**COUNCIL FUND - REVENUE BUDGET 2013/14
FLINTSHIRE COUNTY COUNCIL**



**Budget Monitoring (Month 9)
Summary of Movement from Month 8**

	£m	£m
Month 8		
Service Directorates	(1.061)	
Central and Corporate Finance	(0.007)	
Variance as per Cabinet Report		(1.068)
Month 9		
Service Directorates	(1.606)	
Central and Corporate Finance	(0.375)	
Variance as per Directorate Returns		(1.981)
Change Requiring Explanation		(0.913)
<u>Community Services</u>		
Services For Adults		
• Resource and Regulated Service (Intake & Reablement) - Llys Jasmine extra-care delays to recruitment (-£0.035m), Home Care - reduced projections for pay and travel (-£0.017m), other minor variances - mainly residential care and day centres (-£0.017m)		(0.069)
• Disability Services (Vulnerable Adults & Disability Service) reduction of commitment re. right sizing posts		(0.035)
• Disability Services (Resource and Regulated Services) delayed implementation of Supported Living restructure following service review meaning that efficiency measure is not achievable		0.079
• Mental Health & Substance Misuse (Residential & Domiciliary Service) -movement of 2 cases to Forensic budget (-£0.038m), plus other minor changes (-£0.003m)		(0.041)
• Mental Health & Substance Misuse (Forensic budget) - movement of 2 cases from Residential & Domiciliary Service (+£0.038m), plus other minor changes -£0.006m)		0.032
• Other minor changes of less than £0.025m for Services for Adults		(0.003)
		<hr/>
		(0.037)
Development & Resources		
• Business Systems & Financial Assessments £0.060m - admin. post savings transferred to cross organisational admin. review efficiency - Central & Corporate Finance		0.043
• Other minor changes of less than £0.025m		(0.003)
		<hr/>
		0.040
Services For Childrens		
• Professional Support - removal of expenditure commitments which are not now expected to be utilised in the current financial year		(0.120)
• Other minor changes of less than £0.025m		0.024
		<hr/>
		(0.096)
Housing Services		
• Accommodation Support Team - transfer of efficiency of £0.110m to the Flintshire Futures Customer workstream efficiency within Central & Corporate Finance		0.073
• Other minor changes of less than £0.025m		(0.023)
		<hr/>
		0.050
		<hr/>
		(0.043)
<u>Environment</u>		
Assets & Transportation		
• Industrial Units - increased due to commitment to accrue current year income from Deeside Power		(0.196)
• Other minor changes of less than £0.010m		(0.011)
		<hr/>
		(0.207)
Planning		
• Planning Control - decreased Planning Fee application income		0.029
• Other minor changes of less than £0.010m		(0.008)
		<hr/>
		0.021
Public Protection		
• Other minor changes of less than £0.010m		0.007
		<hr/>
		0.007
Regeneration		
• Other minor changes of less than £0.010m		0.005
		<hr/>
		0.005
Streetscene		
• Other minor changes of less than £0.010m		0.007
		<hr/>
		0.007
Management Support & Performance		
• Further vacancy savings to financial year end		(0.017)
		<hr/>
		(0.017)
		<hr/>
		(0.184)

Lifelong Learning**Culture & Leisure**

- Leisure Services - Minor savings of £0.020m have been offset by an estimated provision for doubtful debts relating to leases at Deeside Leisure Centre of £0.017m. (0.003)
 - Libraries, Culture & Heritage - minor changes to projections relate to Records Management. Additional costs have been incurred because of the destruction of papers and archiving relating to County Hall rationalisation. This has not been reported previously because a Flintshire Futures bid had been completed. This has now been rejected. 0.012
-
- 0.009

Inclusion Services

- Inclusion Services - minor variances 0.007
 - Out of County - A saving of £0.011m relates to minor changes to projected costs on several placements, one additional placement and a Post 16 placement ending. (0.011)
-
- (0.004)

Primary School Services

- The projection on Primary School Services has reduced by £0.135m since month 8. £0.025m relates to additional Primary School SLA income. £0.110m relates to Early Entitlement. We had been anticipating an increase in the number of 3 year olds attending childcare settings (maintained and non maintained) during the spring term based on demographic trend data. However, the number of children attending placements is less than expected. Placements are optional and depend on parental choice. (0.135)
-
- (0.135)

Secondary School Services

- Minor variances in the projection for Secondary School Services relate to salary savings within the Music Service and School SLA Income. (0.002)
-
- (0.002)

Development & Resources

- Children, Youth & Community - minor variances relating to additional vacancy savings and planned reductions in expenditure. (0.023)
 - Pupil/Student Transport - minor variances relating to transport contracts. (0.023)
 - Business Units - the projected outturn on Business Units has improved by £0.007m since month 8. This relates to minor changes in the projections for Free School Meals, Music Remissions and Insurance Claims. (0.007)
 - Facilities - minor variances 0.009
 - Management & Business Support - minor variances on general directorate costs (stationery, printing etc.) (0.013)
-
- (0.057)
-
- (0.189)**

Corporate Services

- Legal and Democratic Services - vacancy savings (£0.004m), Members Services savings £0.005m, Members Allowances underspend (£0.006m), minor variances (£0.003m) (0.008)
 - HR and Organisational Development - vacancy savings (£0.001m), minor variances £0.002m 0.001
 - ICT and Customer Services - vacancy savings (£0.005m), registrars income £0.003m, postage spend (£0.026m), minor variances £0.004m (0.024)
 - Finance - Housing Benefit Subsidy Overpayments (£0.065m), reduced shortfall on Council Tax Reduction Scheme (£0.014m), minor variances (£0.004m) (0.083)
 - Chief Executives Department - vacancy savings (£0.014m), minor variances (£0.001m) (0.015)
-
- (0.129)**

Central & Corporate Finance

- A contribution of £0.110m efficiency saving from the restructure of Warden Services has been transferred to the Flintshire Futures Customer Programme. There are 9 Hub offices which enable an efficient means of delivering services to meet the Customer Services Strategy. (0.110)
 - Centrally Held Provisions. Additional one-off income received from Welsh Government in respect of First Steps Improvement package £0.243m (0.243)
 - Minor variances - Increased income from unrepresented cheques. (0.115)
-
- (0.368)**

Total Changes

(0.913)

COMMUNITY SERVICES

APPENDIX 2

Budget Monitoring 2013/14 (Month 9)

Service	Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Variance Last Month (£m)	Cause of Major Variance	Action Required
Services for Adults						
Hospital Social Work (Intake and Reablement)	0.405	0.372	(0.033)	(0.052)	The underspend is due to a Hospital Social Worker covering in the Crisis Intervention Team. These costs (£0.038m) are recovered from the Health Authority. The difference of £0.005m reflects the net cost of agency staff covering a vacancy.	One-off.
Resources and Regulated Services (Intake and Reablement)	5.348	5.033	(0.315)	(0.246)	<p><u>Extra Care</u> Projected underspend on Llys Jasmine (£0.344m) is due to an initial delay in opening the facility, plus a further £0.009m underspend on Llys Eleanor</p> <p><u>In-house Domiciliary Care</u> underspend (£0.078m) due to greater use of reablement and independent sector care providers.</p> <p><u>Client Transportation Service</u> underspend (£0.040m) relates to staff vacancies.</p> <p><u>Day Services</u> underspend (£0.040m) mostly due to vacancies (£0.037m). These underspends are offset by a projected overspend within <u>In-house Residential Service</u> (£0.196m) due to the need to ensure staff cover (£0.217m) additional premises costs (£0.054m) and additional supplies and service (£0.043) offset by client (£0.070m) and Health (£0.048m) income.</p>	<p><u>Extra Care</u>The underspend against is one-off and non recurring and has arisen due to the opening of the facility being part way through the current year.</p> <p><u>Client Transportation Service</u> Underspend adjusted in budget rationalisation.</p> <p><u>Residential Service</u> further work required to determine the most appropriate way to address the overspend.</p>

COMMUNITY SERVICES

APPENDIX 2

Budget Monitoring 2013/14 (Month 9)

Service	Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Variance Last Month (£m)	Cause of Major Variance	Action Required
Locality Teams (Localities)	13.881	13.850	(0.031)	(0.038)	<p><u>Older People Services</u></p> <ul style="list-style-type: none"> > Locality Teams are together expected to underspend (£0.205m) mostly due to vacant posts. > Purchased domicilliary costs are projected to overspend (£0.058) due to additional service user costs. > Purchased residential costs are projected to overspend (£0.098) due to additional service user costs. > Early Onset Dementia is projected to overspend (£0.066m) due to purchased domiciliary care costs. > Minor adaptations underspend (£0.047m) due to reduced demand following uplift to budget based on 2012/13 activity levels 	<p>Keep under review.</p> <p>Most of the PDSI elements previously included as part of the locality team budgets are now shown within the Disability Services Heading with only the Occupational Therapy service remaining as part of the locality teams.</p>
Resource and Regulated Services (Disability Services)	15.243	15.194	(0.049)	(0.128)	<p>Learning Disabilities - As previously noted this service includes a budget to help offset the expected impact of a review of joint funded packages between FCC and Health. This accounts for a saving of £0.140m within the net underspend projection, and remains unchanged from month 3. There are some other compensating variances across this large service which reflect the changes in client demand.</p>	<p>The underspend in relation to the negotiations with Health on jointly funded packages is based on current assumptions. These will be kept under review and adjusted if proven necessary.</p>

COMMUNITY SERVICES

APPENDIX 2

Budget Monitoring 2013/14 (Month 9)

Service	Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Variance Last Month (£m)	Cause of Major Variance	Action Required
Transition and Disability Services (Disability Services)	0.658	0.764	0.106	0.107	This is mostly due to overspends against staff pay costs (£0.028m), third party payments (£0.044m), transport (£0.013m, and a shortfall of grant income of £0.028m. (Supporting People), offset by some additional other grant income.	Keep under review.
Disability Services (Disability Services)	1.941	1.981	0.040	0.075	The overspend is due to additional transition service user costs.	Keep under review.

COMMUNITY SERVICES

APPENDIX 2

Budget Monitoring 2013/14 (Month 9)

Service	Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Variance Last Month (£m)	Cause of Major Variance	Action Required
Administrative Support (Disability Services)	0.407	0.451	0.044	0.050	This is mostly due to an overspend against staff pay costs (£0.036m) and premises costs (£0.005m)	Keep under review.
Residential and Domiciliary Service (Mental Health & Substance Misuse Service)	0.703	0.576	(0.127)	(0.086)	This underspend is based on current care packages. An additional £0.0259m budget has been added to this area in 2013 to reflect the expectation of the transfer from Health of an individual with a high cost transition package, there has been a delay in transferring this client into the service. The current underspend would therefore be higher but reflects the cost of current care packages including some other new clients.	Keep under review.
Professional Support (Mental Health & Substance Misuse Service)	0.828	0.722	(0.106)	(0.100)	This is mostly (£0.050m) due to a one-off pay cost reduction following an agreed absence with no pay.	One-off.

COMMUNITY SERVICES

APPENDIX 2

Budget Monitoring 2013/14 (Month 9)

Service	Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Variance Last Month (£m)	Cause of Major Variance	Action Required
Forensic Budget (Mental Health & Substance Misuse Service)	0.305	0.188	(0.117)	(0.149)	Reflects current care packages for 2013/14.	Keep under review - potential volatility due to changes in client numbers and demands at short notice from prison or courts. The possibility of re-aligning budget between the two services has been considered and dismissed for now as there are early indications of additional Mental Health clients although at this stage potential costs or start dates are unknown.
Forensic Budget (Learning Disability)	0.482	0.429	(0.053)	(0.053)	Reflects current care packages for 2013/14.	
Other Services for Adults variances (aggregate)	4.101	4.041	(0.060)	(0.044)	Various minor variances.	Continue to review but not expected to be recurrent.
Subtotal:	44.302	43.601	(0.701)	(0.664)		

COMMUNITY SERVICES

APPENDIX 2

Budget Monitoring 2013/14 (Month 9)

Service	Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Variance Last Month (£m)	Cause of Major Variance	Action Required
Development & Resources						
Vacancy Control	(0.100)	0.000	0.100	0.100		Realignment of vacant posts
Other Development & Resources variances (aggregate)	1.699	1.621	(0.078)	(0.118)	Various minor variances.	Continue to review but not expected to be recurrent.
Subtotal:	1.599	1.621	0.022	(0.018)		

COMMUNITY SERVICES

APPENDIX 2

Budget Monitoring 2013/14 (Month 9)

Service	Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Variance Last Month (£m)	Cause of Major Variance	Action Required
Services for Children						
Family Placement (Children's Services)	1.977	2.337	0.360	0.365	The overspend is mainly as a result of an increase in the number of foster care placements within the service. It is also due to the increasing number of court orders for Residence and Special Guardianship orders which invariably attract an ongoing allowance for the carers.	A review of the Family Placement Team has been undertaken the outcome of which is being considered and will inform future planning and possible efficiencies.
Youth Offending Team (Children's Services)	0.307	0.266	(0.041)	(0.045)	The underspend within this area is mostly due to vacant posts.	One-off.
Professional Support (Children's Services)	5.554	5.483	(0.071)	0.049	The underspend is mainly due to the removal of commitments for expenditure which is not now expected to be incurred in this financial year.	

COMMUNITY SERVICES

APPENDIX 2

Budget Monitoring 2013/14 (Month 9)

Service	Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Variance Last Month (£m)	Cause of Major Variance	Action Required
Out of County Pooled Budget (Children's Services)	3.178	3.640	0.462	0.452	Costs reflect existing placements up until March 2014.	The focus of high cost placements is now a North Wales project and will continued to be reviewed.
Other Services for Children variances (aggregate)	1.156	1.177	0.021	0.055	Various minor variances.	Continue to review but not expected to be recurrent.
Subtotal:	12.172	12.903	0.731	0.827		

COMMUNITY SERVICES

APPENDIX 2

Budget Monitoring 2013/14 (Month 9)

Service	Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Variance Last Month (£m)	Cause of Major Variance	Action Required
Housing Services						
Homelessness Accommodation (Housing Services)	0.360	0.152	(0.208)	(0.203)	Variance is due to improvements in the service where methods have been put in place to reduce the cost of temporary accommodation. Quay House project has been delayed until 2014/15.	Keep under review. Variance is due to improvements in the service where methods have been put in place to reduce the cost of temporary accommodation.
Accommodation Support Team (Housing Services)	1.103	1.093	(0.010)	(0.083)	Service recently undergone a restructure now fully reflected within projection.	Restructure now implemented.
Other variances (aggregate)	0.262	0.211	(0.051)	(0.033)	Various minor variances.	Continue to review but not expected to be recurrent.
Subtotal:	1.725	1.456	(0.269)	(0.319)		
Total :	59.798	59.581	(0.217)	(0.174)		

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Service		Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Variance Period 8 (£m)	Cause of Variance	Action Required
Assets & Transportation		6.091	5.914	(0.177)	0.031		
	Industrial Units	(1.256)	(1.344)	(0.088)	0.108	Estimated net income shortfalls across the Industrial Estate portfolio which have increased at Period 8 by a further £7k. At Period 9 following a Wales Audit Office recommendation, income for Deeside Power of £200k due in May 2014, provision should now be made in 2013/14.	Keep Unit rental income closely monitored throughout 2013/14.
	Property Holdings	0.083	0.040	(0.043)	(0.043)	NNDR costs lower than anticipated	Review of site budgets necessary in line with asset management programme
	Property Asset & Development	0.528	0.429	(0.099)	(0.099)	Net Vacancy Savings	
	Highways Development Control & Regulatory Services	0.813	0.905	0.092	0.097	Lower than anticipated levels of income for Fixed Penalty Notices (based on improving standards of repair by utility companies) & road closures. A commitment of £60k is included for the potential excess payment to be made to the Council's Insurers in relation to a claim.	
	Transportation	1.466	1.409	(0.057)	(0.064)	Period 9 reports a £7k reduction in the Local Transport Services Grant	
	Aggregate of other Variances	4.457	4.475	0.018	0.032		
Planning		1.717	1.671	(0.046)	(0.068)		
	Planning Control	0.363	0.357	(0.006)	(0.035)	Move in actual planning fee income received in Period 9, subject to further application levels up to financial year end.	Further potential for increased planning fee income which will be closely monitored
	Aggregate of other Variances	1.354	1.314	(0.040)	(0.033)	Net Vacancy Savings and staff recharge income for specialist planning advice to neighbouring authorities. Period 9 includes cost of commissioning the Biodiversity Information Service £7k	

Service		Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Variance Period 8 (£m)	Cause of Variance	Action Required
Public Protection		3.464	3.416	(0.048)	(0.055)		
	Community Protection	1.243	1.206	(0.037)	(0.044)	Includes a Court Costs award of £22k following the successful prosecution of Talacre Park Holiday Park by the Health & Safety Enforcement Team. Period 9 includes the additional cost of Storage for specialised equipment for on going Health & Safety investigation	
	Aggregate of other Variances	2.221	2.210	(0.011)	(0.011)		
Regeneration		0.704	0.715	0.011	0.007		
Streetscene		19.210	19.569	0.359	0.352		
	Waste Disposal & Waste Collection	9.266	9.610	0.344	0.336	Plastic Recycling prices reduced by £100 per tonne between July and September resulting in an estimated income reduction of £50k. Staff backfilling costs as a result of the on-going investigation within waste. The Sustainable Waste Management Grant (SWMG) has been reduced in-year by up to 5% resulting in a funding shortfall of at least £150k	Consider potential impact on MTFP going forward Consider impact on MTFP going forward
	Aggregate of other Variances	9.944	9.959	0.015	0.016		
Management Support & Performance		1.042	1.017	(0.025)	(0.009)		
	Management Support & Performance	1.042	1.017	(0.025)	(0.009)	Net Vacancy Savings ahead of service review implementation and reduced commitments on supplies and services budgets. Specific vacancy commitments to financial year end removed at Period 9.	
Total :		32.228	32.302	0.074	0.258		

Service	Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Variance Last Month (£m)	Cause of Variance	Action Required
Culture & Leisure	6.456	6.874	0.418	0.409	<p>School Library Service (£0.100m saving) Following an agreement at DMT, to mitigate the Directorate overspend and to contribute towards the value for money programme, a number of measures will be taken to reduce expenditure in the School Library Service.</p> <p>Libraries, Culture & Heritage (£0.015m pressure) Minor variances</p> <p>Leisure Services (£0.503m pressure) There are a number of pieces of work being completed to explore solutions to the remaining deficit. £0.026m relates to the final costs for Swim Flintshire. This programme ceased in August. £0.356m relates to pressures on income across centres. £0.035m relates to pressures on premises budgets, £0.040m to supplies costs (£0.037m of which is against security services), £0.017m relates to a provision for doubtful debts and £0.029m to other minor variances.</p>	<p>Service Manager to place a hold on £0.100m of the Flintshire subsidy.</p> <p>As part of the Leisure Action Plan a number of solutions are being explored and implemented including cessation of Swim Flintshire, Leisure Service Review, Leisure Contact Centre and Asset Review.</p>

Service	Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Variance Last Month (£m)	Cause of Variance	Action Required
Inclusion Services & Special Schools	13.223	13.160	(0.063)	(0.059)	Inclusion Services & Special Schools (£0.063m saving) £0.049m relates to a projected saving on Out of County, £0.016m to minor savings in Inclusion Services and £0.002m to a minor pressure on Special School SLA Income.	
Primary School Services	43.334	43.162	(0.172)	(0.037)	Early Entitlement (£0.164m saving) £0.130m relates to savings on 3 year old placements in maintained and non maintained settings. £0.007 relates to savings on transport costs and the remainder relates to minor variances.	Awaiting further information on planned usage of the Foundation Phase grant. Service manager to carry out further work on future estimates for placements to include birth rates and collection for estimated places from settings.
					School SLA Income (£0.008m saving) Minor variances	
Secondary School Services	37.512	37.494	(0.018)	(0.016)	Secondary School Services (£0.018m saving) Minor Variances	

Service	Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Variance Last Month (£m)	Cause of Variance	Action Required
Development & Resources	12.428	12.148	(0.280)	(0.223)	Children, Youth & Community (£0.024m saving) Minor variances Schools ICT (£0.150m saving) In an effort to reduce the Directorate overspend and to contribute towards the value for money programme, DMT have made the decision to place a hold on all uncommitted expenditure in Schools ICT. Service Units (£0.038m saving) Pressures of £0.082m on Pupil Support (Free School Meals, School Trips and Music Remissions) have been offset by estimated savings on Mobile Classrooms (£0.066m), Insurance (£0.046m) and other minor variances of £0.008m. Facilities Services (£0.033m saving) Minor Variances Management & Business Support (£0.035m saving) Minor Variances	Service Manager to place a hold on £0.150m of the budget within Schools ICT. We are awaiting information from the Schools relating to Music remissions which is likely to affect the estimated costs.
Total :	112.953	112.838	(0.115)	0.074		

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Service	Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Variance Last Month (£m)	Cause of Variance	Action Required
Chief Executive	2.301	2.233	(0.068)	(0.053)	£0.018m Corporate voluntary sector contribution to Dangerpoint (£0.074m) Vacancy savings (£0.012m) minor variances	
Finance	14.225	13.123	(1.102)	(1.019)	(£0.143m) net Vacancy savings following realignment of budget (£0.381m) in year efficiency following review of the level of funding required to meet Discretionary Housing Payment (DHP) need and review of Housing Benefit Subsidy profile (£0.065m) additional income from collection of Housing Benefits Overpayments (£0.893m) net surplus on the Council Tax Collection Fund after meeting the £0.305m costs allocated in 2013/14 budget (£0.115m allocated to Software will remain unspent) £0.380m Council Tax Reduction Scheme (CTRS) shortfall in funding compared to estimated in year cost	Request to carry forward £0.051m to provide resource in 2014/15 to continue the operational response team (linked to Community Services carry forward request in P8). Demand led service but subject to ongoing monitoring. Contributing to national discussion on CTRS funding for 2014/15.

Service	Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Variance Last Month (£m)	Cause of Variance	Action Required
Legal & Democratic Services	3.136	2.993	(0.143)	(0.135)	(£0.008m) net Vacancy savings including the use of Agency/Locums and recharges (£0.023m) Members Services underspend (£0.092m) Members Allowances underspend (inc. training, travel etc.) (£0.011m) reduced Legal Subscriptions expenditure (£0.009m) minor variances	
Human Resources & Organisational Development	2.479	2.467	(0.012)	(0.013)	(£0.021m) reduced (Disclosure & Barring Service) DBS Check expenditure (£0.017m) Vacancy savings £0.034m loss of income from external organisations (£0.008m) minor variances	
ICT & Customer Services	5.048	5.025	(0.023)	0.001	£0.048m postage costs (£0.018m) Vacancy savings (£0.021m) additional Registrars Income (£0.025m) ICT Strategy underspend (£0.007m) minor variances	Postage contract under review.
Total :	27.189	25.841	(1.348)	(1.219)		

Service	Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Variance Last Month (£m)	Cause of Variance	Action Required
Central Loans & Investment Account	15.283	15.020	(0.263)	(0.263)	Review of the Minimum Revenue Provision (MRP) calculation to include MRP on Local Government Borrowing Initiative.	Continue to monitor in line with Treasury Management Strategy.
Coroners	0.193	0.248	0.055	0.055	Due to a change in the lead authority for Coroners service provision (effective from May 2013), it has been brought to our attention that Wrexham CBC are continuing to process a significant number of invoices pertaining to financial year 2012/13 (currently value circa £0.110m) for which the Flintshire share is 50%, resulting in a current year budget pressure.	Overspend is non recurring. Regular monitoring with Denbighshire County Council undertaken on in year spend
Centrally Held Provisions	4.494	3.340	(1.154)	(0.912)	Net budget adjustments of (£0.680m) as approved in the Month 3 report (Community Services £1.185m, Leisure Management (-£0.505m) Surplus on recovery of FCC share of budgeted pension fund deficit - final year of three year strategy (-£0.244m), over recovery of corporate windfall income £0.203m (First Steps Imp Package) Other minor variances (-£0.034m).	Budgets are considered as part of 2014/15 Council Budget
Central Service Recharges	(1.931)	(1.620)	0.311	0.311	Shortfall of £0.311m of internal income recovered from trading accounts and the HRA.	Subject to an overall review of Support Services
Former Euticals Ltd - Sandycroft site	0.000	0.400	0.400	0.400	Potential costs for six months at £0.060m per month plus some specific one-off costs relating to site related costs in view of the public protection risk.	Ongoing monthly monitoring

Service	Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Variance Last Month (£m)	Cause of Variance	Action Required
Mass Matrix Contract	(0.315)	(0.200)	0.115	0.115	A review of the rebate on the Matrix Contract has been undertaken. Agency usage has decreased in 2013/4 and the variance projection reflects the up to date position.	Further analysis to be undertaken to consider the impact in 2014/15
Flintshire Futures	(0.193)	(0.017)	0.176	0.286	Assets Programme - £0.060m will not be achieved due to delays in the full review of hard and soft facilities management across the Council. Customer Programme - £0.190m of efficiencies will not be realised until the programme has advanced and the wider network of Flintshire Connects sites are in place. Back to Basics spend review - £0.074m additional efficiency as a result of an in year initiative to challenge spend on stationery and furniture, putting category management arrangements in place to support spend challenge going forward.	A Workshop is due to take place shortly to review progress and assess the methodology for realising efficiencies. Continued challenge of spend categories will support further efficiencies in 2014/15.
Other variances - aggregate	10.053	10.038	(0.015)	0.001		
Total :	27.584	27.209	(0.375)	(0.007)		

APPENDIX 7

Movements on Council Fund Unearmarked Reserves

	£m	£m
Total Reserves as at 1 April 2013	9.540	
Less - Base Level (inclusive of total increase of £0.270m agreed as part of the 2013/14 budget)	(5.834)	
Total Reserves above base level		3.706
Less - Amount approved by Council on 1 st March for funding of one-off costs in the 2013/14 budget proposals		(0.297)
Less - Amount approved by Cabinet on 16 th July for reinstatement of funding within the Winter Maintenance reserve following utilisation of funding during 2012/13 (late March severe weather event)		(0.250)
Amount available for delegation to Cabinet		3.159
Add projected underspend as at 31 st March 2014		1.981
Less - Estimate of severe weather recovery costs		(0.518)
Projected Level of Total Contingency Reserve as at 31st March 2014		4.622

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HRA Major Variance Report - Period 9

Service	Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Variance Last Month (£m)	Cause of Variance	Action Required
HRA Subsidy	6.167	6.356	0.189	0.189	Capital Financing charges amended after budget rounds completed. Further amendments to Capital figures for inclusion in 2nd HRAS return. Under payment on 2012/13 of £0.031m calculated on Advance Final return.	Review timings of figures with Capital Financing team.
Rents	(26.946)	(27.158)	(0.213)	(0.224)	Bad Debt provision reviewed based on first quarter impact of "bedroom tax", resulting in a saving of £0.258m	Monitor impact of "Bedroom Tax" and review expected costs
Repairs and Maintenance	8.393	8.683	0.290	0.242	£0.224m net under spend variance on salaries due to restructure not being in place and recruitment freeze in place. £0.234m over spend on materials and £0.076m overspend on equipment due to increase in the number of high cost jobs. Travis Perkins is to review pricing. Subcontractor agreed overspend on guttering of £0.127m due to bad weather early in year. Carry forward request for £0.070m due to hardware costs not materialising in 2013/14 but will be purchased in 2014/15.	Restructure to be implemented. Housing Asset Team is working closely with Travis Perkins to try and mitigate some of the overspend in the second half of the year.

Service	Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Variance Last Month (£m)	Cause of Variance	Action Required
Finance & Support	2.656	2.408	(0.247)	(0.243)	Support Recharges reflected at 2012/13 actuals, saving £0.106m. Information on 2013/14 has been requested. Pension Fund Strain costs £0.080m lower than anticipated creating saving. Insurance claim non-reimbursement reviewed and reflected at 2012/13 figures, saving £0.021m Carry forward request for £0.085m due to software costs not materialising in 2013/14 but will be purchased in 2014/15. Carry forward request for £0.015m due to Maisonette budget not being fully spent in year.	
Housing Estates	1.852	1.670	(0.183)	(0.160)	Procurement reimbursement for screening received in amount of £0.058m. Void clearance recharges generating a further £0.013m income. Water commission generated a further £0.034m of income due to early bird discount scheme. Cancellation of cleaning contract saving £0.005m on maisonette blocks. Salary savings of £0.028m over all areas.	
Other variances (aggregate)	8.375	8.382	0.008	(0.017)		
Total :	0.497	0.341	(0.156)	(0.212)		

Month 9

Efficiency Description	Budgeted Efficiency (£m)	Current Position				Further Information to support current position status or other relevant Information
		EFFICIENCY ALREADY ACHIEVED	EFFICIENCY EXPECTED TO BE ACHIEVED IN FULL	EFFICIENCY ACHIEVABLE IN PART	EFFICIENCY NOT ACHIEVABLE	
Fees & Charges (APPENDIX 7a)						
<i>Community Services</i>						
Residential Charging - Increased Income From Demand	0.100		✓			It will not be known for sure until the end of the financial year if this efficiency has been met.
Mental Health Service Users	0.018	✓				
TOTAL	0.118					
Service Change (APPENDIX 7b)						
<i>Community Services</i>						
Reablement in the level of extra care	0.100	✓				
Preserved Rights - reduced activity levels	0.053	✓				
External Funding for Existing Post - Children's Services	0.043	✓				
Family Placement Team - revision of existing practices	0.040	✓				
Early Retirement - Non replacement of staff - CSA	0.015	✓				
General Office Administration Review	0.021	✓				
Housing Efficiency Savings	0.028	✓				
Homelessness - Timing of presentations	0.106	✓				

Month 9

Efficiency Description	Budgeted Efficiency (£m)	Current Position				Further information to support current position status or other relevant information
		EFFICIENCY ALREADY ACHIEVED	EFFICIENCY EXPECTED TO BE ACHIEVED IN FULL	EFFICIENCY ACHIEVABLE IN PART	EFFICIENCY NOT ACHIEVABLE	
Children's Services - out of county placements - improved procurement practice	0.533	✓				As at month 3 this budget was showing an underspend of £(0.344). However due to change in service user circumstances this budget is now showing an overspend of £0.462

Month 9

Efficiency Description	Budgeted Efficiency (£m)	Current Position				Further information to support current position status or other relevant information
		EFFICIENCY ALREADY ACHIEVED	EFFICIENCY EXPECTED TO BE ACHIEVED IN FULL	EFFICIENCY ACHIEVABLE IN PART	EFFICIENCY NOT ACHIEVABLE	
Fees & Charges (APPENDIX 7a)						
<i>Environment</i>						
Agricultural Estate rentals	0.008		✓			Agricultural Estates currently reporting a surplus income position.
Public Protection - Increase to market rates	0.025		✓			Fees for both Licensing and Bereavement Services were increased from 1st June 2013
Markets Service - increased lettable space	0.019		✓			Markets currently reporting a surplus income position.
Traffic Regulation order Notices	0.013		✓			Budget Reduction met from within Highways Policy Budget
Streetscene - leachate processing	0.075		✓			It is anticipated that the new income target will be met in 2013/14
TOTAL	0.140					
Service Change (APPENDIX 7b)						
<i>Environment</i>						
Street Lighting - non-residential areas post midnight turn-off	0.050		✓			The new Street Lighting policy has been adopted and this efficiency will be achieved in full
Highways Asset Management Plan (HAMF) -rephrasing of full implementation	0.225		✓			Previous approved pressure that was not required in 2013/14 and 2014/15 due to Local Government Borrowing Initiative (LGBI)

Month 9

Efficiency Description	Budgeted Efficiency (£m)	Current Position				Further information to support current position status or other relevant information
		EFFICIENCY ALREADY ACHIEVED	EFFICIENCY EXPECTED TO BE ACHIEVED IN FULL	EFFICIENCY ACHIEVABLE IN PART	EFFICIENCY NOT ACHIEVABLE	
Reduction in use of consultants	0.013		✓			Efficiency absorbed within service budget
Reduction in influenceable spend	0.025		✓			Efficiency absorbed within service budget
Streamline current processes within Directorate Support	0.020		✓			Efficiency absorbed within service budget
TOTAL	0.144					
Organisational Design (APPENDIX 7d)						
<i>Environment</i>						
Review Management Recharge to the Communities First Programme	0.020		✓			It is anticipated that this will be achieved as part of the Communities First Grant Claim for 2013/14
TOTAL	0.020					
Other Efficiencies (APPENDIX 7e)						
<i>Environment</i>						
Agricultural Estates - balance not required	0.025	✓				Specific Directorate Balance in the Environment Balance Sheet
Licensing / Health & Safety - balance not required	0.025		✓			Specific Directorate Balance in the Environment Balance Sheet
TOTAL	0.050					

Month 9

Efficiency Description	Budgeted Efficiency (£m)	Current Position				Further information to support current position status or other relevant information
		EFFICIENCY ALREADY ACHIEVED	EFFICIENCY EXPECTED TO BE ACHIEVED IN FULL	EFFICIENCY ACHIEVABLE IN PART	EFFICIENCY NOT ACHIEVABLE	
Fees & Charges (APPENDIX 7a)						
<i>Lifelong Learning</i>						
Library Service - Fines	0.001		✓			
Library - Hire charges increase	0.001		✓			
Leisure Services - increased charges	0.175			✓		Tariffs were increased on the 1st January as agreed but as income targets are not expected to be met, the efficiency is also not likely to be fully achieved. Estimated amount achievable £0.164m.
Review of post 16 distance limit	0.030			✓		The amendment to the proposal to continue to provide transport to Colleg Cambria means that only £0.010m of the efficiency can be achieved. Work is ongoing to confirm this. However, we do not anticipate a pressure on the Transport budget at this time.
TOTAL	0.207					
Service Change (APPENDIX 7b)						
<i>Lifelong Learning</i>						
Operational efficiencies	0.025		✓			
Youth Service - reduction of senior area workers	0.032		✓			The budget for area workers had previously been reduced. This efficiency created a budget flaw which has been addressed as part of the Youth Strategy by retaining part of the £0.050m below on a recurring basis. We do not anticipate a pressure on Youth S

Month 9

Efficiency Description	Budgeted Efficiency (£m)	Current Position				Further information to support current position status or other relevant information
		EFFICIENCY ALREADY ACHIEVED	EFFICIENCY EXPECTED TO BE ACHIEVED IN FULL	EFFICIENCY ACHIEVABLE IN PART	EFFICIENCY NOT ACHIEVABLE	
Procurement (APPENDIX 7c)						
<i>Lifelong Learning</i>						
Reduction of Postage within the Library Service	0.001		✓			
Out of County - Improved procurement through framework agreements and monitoring of placements.	0.385		✓			
School Transport Service - Operational efficiencies	0.080		✓			
TOTAL	0.466					
Organisational Design (APPENDIX 7d)						
<i>Lifelong Learning</i>						
Libraries - Flexible retirement	0.015	✓				
Libraries - Library Service Review	0.037	✓				
TOTAL	0.052					
Other Efficiencies (APPENDIX 7e)						
<i>Demographic Change in Schools (pupil numbers)</i>						
Demographic Change in Schools (pupil numbers)	0.132	✓				
TOTAL	0.132					

Efficiency Description	Budgeted Efficiency (£m)	Current Position				Further information to support current position status or other relevant information
		EFFICIENCY ALREADY ACHIEVED	EFFICIENCY EXPECTED TO BE ACHIEVED IN FULL	EFFICIENCY ACHIEVABLE IN PART	EFFICIENCY NOT ACHIEVABLE	
Fees & Charges (APPENDIX 7a)						
FINANCE - Corporate Services						
Revenues - increased number of Council Tax fines	0.027		✓			
ICT & CUSTOMER SERVICES - Corporate Services						
Registrars - increased fees	0.019		✓			
Network Services - income from hosting PSBA equipment	0.004	✓				
LEGAL & DEMOCRATIC - Corporate Services						
External Fees - conveyancing / S106 agreements	0.015		✓			
TOTAL	0.065					
Service Change (APPENDIX 7b)						
Chief Executive - Corporate Services						
Corporate Comms - reduced workforce bulletins	0.003		✓			
HR & OD - Corporate Services						
CRB checks - review of options	0.035		✓			
LEGAL & DEMOCRATIC - Corporate Services						
Democratic Services - reduced paper usage	0.010		✓			
Members Allowances (Basic Allowance) - no inflationary increase	0.010		✓			
Members Allowances - Special Responsibility Allowances - reduction of number allocated	0.070		✓			
Members Allowances - NI contributions reduction linked to reduced number of Special Responsibility allowances	0.010		✓			
TOTAL	0.138					

Efficiency Description	Budgeted Efficiency (£m)	Current Position				Further information to support current position status or other relevant information
		EFFICIENCY ALREADY ACHIEVED	EFFICIENCY EXPECTED TO BE ACHIEVED IN FULL	EFFICIENCY ACHIEVABLE IN PART	EFFICIENCY NOT ACHIEVABLE	
Reduce Influencable spend by 3%	0.004		✓			
Reduced ICT Expenditure	0.003		✓			
Rationalisation of third party software costs	0.013		✓			
Avoidance of inflationary rises - software maintenance costs	0.020		✓			
Reduced licence costs - via renegotiation	0.018		✓			
Supplies and Services	0.061		✓			
Training budget reduction - build around training solutions	0.001		✓			
Alterations & Improvements - Datacentres	0.004		✓			
Other Consumables - reduction in expenditure	0.001		✓			
Hardware Maintenance - new technology with warranty	0.015		✓			
Listing Paper - More use of electronic means	0.002		✓			
Enterprise Servers - hardware	0.003		✓			
Services work and Consultancy	0.004		✓			
Supplies & Services	0.009		✓			
FINANCE - Corporate Services						

Month 9

Efficiency Description	Budgeted Efficiency (£m)	Current Position				Further information to support current position status or other relevant information
		EFFICIENCY ALREADY ACHIEVED	EFFICIENCY EXPECTED TO BE ACHIEVED IN FULL	EFFICIENCY ACHIEVABLE IN PART	EFFICIENCY NOT ACHIEVABLE	
Service Change (APPENDIX 7b)						
<i>Central & Corporate Finance</i>						
Clwyd Theatr Cymru - agreed reduction to contribution	0.015	✓				
TOTAL	0.015					
Procurement (APPENDIX 7c)						
<i>Central & Corporate Finance</i>						
Filnshire Futures - E-procurement and improved processes	0.102		✓			
Filnshire Futures - Internal Fleet Review	0.160	✓				
TOTAL	0.262					
Other Efficiencies (APPENDIX 7e)						
<i>Central & Corporate Finance</i>						
Reduced contingencies - one-off investment costs	0.240	✓				
Reduced contingencies - NDR	0.077	✓				
Reduction in Fire Levy due to formula changes	0.027	✓				
Filnshire Futures Assets Workstream - Facilities Management	0.060				✓	

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FLINTSHIRE COUNTY COUNCIL

REPORT TO: **CABINET**

DATE: **TUESDAY, 18 MARCH 2014**

REPORT BY: **HEAD OF FINANCE**

SUBJECT: **CAPITAL PROGRAMME 2013/14 (MONTH 9)**

1.00 PURPOSE OF REPORT

1.01 To provide Members with the Month 9 (end of December) capital programme information for 2013/14.

2.00 BACKGROUND

2.01 The Council approved a Housing Revenue Account (HRA) capital programme for 2013/14 of £10.992m at its meeting of 19th February 2013, and a Council Fund (CF) capital programme of £29.908m at its meeting of 1st March 2013.

3.00 CONSIDERATIONS

3.01 Programme – Changes since Month 6

3.01.1 The table below sets out how the programme has changed since the Month 6 report to Cabinet on 17th December 2013. Detailed cumulative information relating to each programme area is provided in Appendix A and summarised below –

REVISED PROGRAMME	Original Budget 2013/14	Changes - Month 6	Changes - This Period	Rollover to 2014/15	Revised Budget
	£m	£m	£m	£m	£m
Corporate Services	1.613	0.868	0.005	(0.498)	1.988
Clwyd Theatr Cymru	0.025	0.035	0	0	0.060
Community Services	3.350	0.236	(0.010)	0	3.576
Environment	16.460	(0.910)	0.285	(2.440)	13.395
Lifelong Learning	8.460	4.909	0.171	(1.599)	11.941
Council Fund Total	29.908	5.138	0.451	(4.537)	30.960
Housing Revenue Account	10.992	1.134	0	0	12.126
Programme Total	40.900	6.272	0.451	(4.537)	43.086

3.01.2 The revised budget is that against which the programme is monitored.

3.02 Changes during this period

3.02.1 Changes during this period have resulted in a net increase in the programme from that reported at Month 6 of £0.451m (all CF related). A summary of the changes, showing any major individual items, is in the table below (further details can be found in Appendix A) -

CHANGES DURING THIS PERIOD	
	£m
Increases	
Regeneration ¹	0.201
Sustainable Waste ²	0.261
Transportation ³	0.189
Other Aggregate Increases	0.183
	0.834
Decreases	
Administrative Buildings ²	(0.261)
Other Aggregate Decreases	(0.122)
	(0.383)
Total	0.451

1 Introduction of ERDF grant funding to meet additional expenditure
2 Realignment of budget to meet expenditure
3 Introduction of WG grant for Rural Development Plan to meet additional expenditure

3.02.2 Generally, reasons for changes in the programme during the year can include:-

- An increase/decrease in grant funding from Welsh Government (WG) or other external funding providers;
- Funding profiles from external sources sometimes alter during the year, resulting in expenditure needing to be realigned to meet this scenario; or
- Within Corporate Services are centrally held provisions for urgent Health & Safety issues and to provide funding for Feasibility Studies for potential future capital spend. These funds are reallocated to relevant programme areas as they are requested and approved.

The reasons for the specific changes between Months 6 and 9 are shown in the table above.

3.03 Capital Expenditure compared to Budget

3.03.1 Actual expenditure at the end of Month 9 (December) across the whole of the programme is £26.416m. The breakdown of expenditure is analysed in the following table, along with the percentage spend against budget. This shows that 61.31% of the budget has been spent across the programme (CF 60.03% and HRA 64.58%).

3.03.2 The table also shows the projected outturn (spend as at the end of the financial year) of £41.928m. It can be seen that on the Council Fund there is a projected underspend (pre any further rollover approval requested in Section 3.04 below) against budget of £1.502m. The current projection for the HRA is for an overspend of £0.344m, however, this will be dealt with in-year with the introduction of additional grant funding.

EXPENDITURE	Revised Budget	Cumulative Expenditure Month 9	Percentage Spend v Budget	Projected Outturn	Variance Budget v Outturn (Under)/Over
	£m	£m	%	£m	£m
Corporate Services	1.988	0.347	17.45	1.834	(0.154)
Clwyd Theatr Cymru	0.060	0.035	58.33	0.054	(0.006)
Community Services	3.576	1.795	50.20	3.576	0
Environment	13.395	10.162	75.86	12.380	(1.015)
Lifelong Learning	11.941	6.246	52.31	11.614	(0.327)
Council Fund Total	30.960	18.585	60.03	29.458	(1.502)
Housing Revenue Account	12.126	7.831	64.58	12.470	0.344
Programme Total	43.086	26.416	61.31	41.928	(1.158)

3.03.3 The detail of the variances for individual programme areas is listed in Appendix B, which includes the reasons and the required remedial action, where those variances exceed 10% of the budget.

3.04 Rollover to 2014/15

3.04.1 Rollover occurs when schemes due to be completed in a given financial year are delayed, possibly due to procurement issues, weather or if funding from external sources is altered e.g. rephrasing of WG grants and are therefore not completed until the following year.

3.04.2 Further Early Identified Rollover (EIR) of £1.469m into 2014/15 has been identified in the current period and is included in the narrative in Appendix B. This reflects reviewed spending plans across all programme areas; these committed amounts have been identified as now required to meet the cost of programme works in 2014/15 and is put forward for Member approval. The potential for further rollover is monitored closely on a monthly basis as an integral part of capital programme monitoring.

3.04.3 Information relating to each programme area is summarised below:-

ROLLOVER	To 2014/15 Month 9
	£m
Corporate Services	0.154
Clwyd Theatr Cymru	0.006
Environment	0.982
Lifelong Learning	0.327
Council Fund Total	1.469
Housing Revenue Account	0.000
Programme Total	1.469

3.04.4 If approval is given to the request in 3.04.3 above, the total EIR into 2014/15 will stand at £6.006m.

3.05 Financing

3.05.1 The capital programme is financed as summarised below:-

FINANCING RESOURCES	General Financing¹	Specific Financing²	Total Financing
	£m	£m	£m
Latest Monitoring			
Council Fund	13.620	17.340	30.960
Housing Revenue Account	5.200	6.926	12.126
	18.820	24.266	43.086
Total Financing Resources	18.820	24.266	43.086

1 Supported Borrowing / General Capital Grant / Capital Receipts / MRA
2 Grants & Contributions / CERA / Reserves / Prudential & Other Borrowing

- 3.05.2 Capital receipts generated from asset disposals form part of the Council Fund total financed from general (non specific) resources. The continuing harsh economic climate is impacting on the ability to achieve the budgeted level of anticipated capital receipts, a situation that is likely to continue until the economy picks up at some future point. The capital receipts situation is being closely monitored as part of overall capital monitoring arrangements.
- 3.05.3 The latest projection for capital receipts in 2013/14 is £3.215m, a reduction of £0.447m on the target set to fund 2013/14 expenditure. Actual receipts received as at Month 9 are £1.635m, with the largest amount of the receipts anticipated to be received in March 2014.
- 3.05.4 Council at the 1st March 2013 budget meeting agreed to hold back 20% of core programme funding in the light of the continuing uncertainty over the timing of receipts. Cabinet agreed on 17th December that the 20% should continue to be held back to keep the programme within the limits of anticipated receipts. The position at Month 9 does not allow for any revision to this decision. This will continue to be the case for the remainder of the 2013/14 financial year.
- 3.05.5 The position regarding in year financing is summarised in the table below:-

IN YEAR FINANCING		£m	£m
Projected Shortfall at Month 6			0.762
Increases			
In year receipts shortfall		0.290	0.290
Decreases			
			0.000
Projected shortfall to 2014/15			1.052

- 3.05.6 The projected shortfall of £1.052m represents an increase of £0.290m on the position as at Month 6, caused by a further decrease in the anticipated level of in year receipts, however these amounts will now be realised in 2014/15 and therefore there is no impact on the 2014/15 capital budget set at Council on 18th February.
- 3.05.7 The HRA capital resources are ring-fenced and used only for HRA purposes.

4.00 RECOMMENDATIONS

4.01 Cabinet is requested to:-

- Note and approve the report.
- Approve the continued holding back of 20% of the core programme.
- Approve the rollover adjustments in 3.04.3.

5.00 FINANCIAL IMPLICATIONS

5.01 As set out in Sections 2 and 3 of the report.

6.00 ANTI POVERTY IMPACT

6.01 None.

7.00 ENVIRONMENTAL IMPACT

7.01 Many of the schemes in the programme are designed to improve the environment, infrastructure and assets of the Council.

8.00 EQUALITIES IMPACT

8.01 None.

9.00 PERSONNEL IMPLICATIONS

9.01 None.

10.00 CONSULTATION REQUIRED

10.01 None.

11.00 CONSULTATION UNDERTAKEN

11.01 None.

12.00 APPENDICES

12.01 Appendix A - Capital Programme - Changes during 2013/14
Appendix B - Variances

LOCAL GOVERNMENT (ACCESS TO INFORMATION ACT) 1985
BACKGROUND DOCUMENTS

Capital Programme Monitoring Papers 2013/14

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APPENDIX A

CAPITAL PROGRAMME - CHANGES DURING 2013/14

	Original Budget 2013/14	Rollover from 2012/13	20% Holdback	Changes (Previous)	Changes (Current)	Rollover to 2014/15	Revised Budget 2013/14
	£m	£m	£m	£m	£m	£m	£m
Council Fund :							
Corporate Services							
Information Technology	0.938	0.935	(0.188)	0	0	(0.298)	1.387
Flintshire Connects	0.500	0.274	(0.100)	0	0.020	(0.200)	0.494
Corporate Finance	0.175	0.074	(0.035)	(0.092)	(0.015)	0	0.107
	1.613	1.283	(0.323)	(0.092)	0.005	(0.498)	1.988
Theatre							
Clwyd Theatr Cymru	0.025	0.040	(0.005)	0	0	0	0.060
	0.025	0.040	(0.005)	0.000	0.000	0.000	0.060
Community Services							
Children's Services	0.150	0	0	(0.150)	0	0	0
Private Sector Renewal/Improvement	3.050	(0.038)	(0.550)	1.000	(0.010)	0	3.452
Travellers' Sites	0.150	0	0	(0.026)	0	0	0.124
	3.350	(0.038)	(0.550)	0.824	(0.010)	0.000	3.576

APPENDIX A (Cont.)

CAPITAL PROGRAMME - CHANGES DURING 2013/14

	Original Budget 2013/14	Rollover from 2012/13	20% Holdback	Changes (Previous)	Changes (Current)	Rollover to 2014/15	Revised Budget 2013/14
	£m	£m	£m	£m	£m	£m	£m
Environment							
Administrative Buildings	3.785	0.237	(0.302)	0.144	(0.268)	0	3.596
Sustainable Waste Management	0.000	0.554	0	0.163	0.153	0	0.870
Engineering	3.200	0.665	(0.040)	(3.000)	0	(0.551)	0.274
General Environmental Enhancement	0	0.002	0	0	0.003	0	0.005
Highways	3.860	0.588	(0.232)	(0.008)	0.043	0	4.251
Planning Grant Schemes	0.000	0.000	0	0.006	0	0	0.006
Ranger Services	0.236	0.007	0	(0.004)	0.024	(0.089)	0.174
Regeneration	3.679	0.522	(0.061)	(1.640)	0.181	(1.800)	0.881
Transportation	1.700	0.005	0	1.484	0.149	0	3.338
	16.460	2.580	(0.635)	(2.855)	0.285	(2.440)	13.395

APPENDIX A (Cont.)

CAPITAL PROGRAMME - CHANGES DURING 2013/14

	Original Budget 2013/14	Rollover from 2012/13	20% Holdback	Changes (Previous)	Changes (Current)	Rollover to 2014/15	Revised Budget 2013/14
	£m	£m	£m	£m	£m	£m	£m
Lifelong Learning							
Leisure Centres	0	0	0	0.026	0	0	0.026
Swimming Pools	0	0.120	0	0	0	0	0.120
Community Centres	0	0.065	0	0	0	0	0.065
Recreation - Other	0	0.034	0	0	0	0	0.034
Play Areas	0	0	0	0.077	0.029	0	0.106
Education - General	3.580	0.403	(0.566)	(1.983)	0.064	0	1.498
Primary Schools	0.075	1.129	(0.015)	1.156	0.088	(0.031)	2.402
Schools Modernisation	4.745	0.138	0	1.109	(0.030)	(0.665)	5.297
Community Youth Clubs	0	0	0	0.093	0	0	0.093
Secondary Schools	0	0.718	0	0.695	0.020	(0.042)	1.391
Special Education	0	1.138	0	0.578	0	(0.861)	0.855
Minor Works, Furniture & Equipment	0.060	0	(0.012)	0	0	0	0.048
Schools - Additional Funding	0	0.006	0	0	0	0	0.006
	8.460	3.751	(0.593)	1.751	0.171	(1.599)	11.941

CAPITAL PROGRAMME - CHANGES DURING 2013/14

	Original Budget 2013/14	Rollover from 2012/13	20% Holdback	Changes (Previous)	Changes (Current)	Rollover to 2014/15	Revised Budget 2013/14
	£m	£m	£m	£m	£m	£m	£m
Housing Revenue Account :							
Housing Revenue Account							
Major Works	5.321	1.196	0	0	0	0	6.517
Accelerated Programmes	0.300	0.020	0	0	0	0	0.320
WHQS Improvements	4.061	(0.132)	0	0	0	0	3.929
Disabled Adaptations	1.000	0	0	0	0	0	1.000
Other Services	0.310	0.050	0	0	0	0	0.360
	10.992	1.134	0.000	0.000	0.000	0.000	12.126

Totals :

Council Fund	29.908	7.616	(2.106)	(0.372)	0.451	(4.537)	30.960
Housing Revenue Account	10.992	1.134	0	0	0	0	12.126
Grand Total	40.900	8.750	(2.106)	(0.372)	0.451	(4.537)	43.086

CORPORATE SERVICES

Capital Budget Monitoring 2013/14 - Month 9

Programme Area	Total Budget £m	Actual Exp. £m	Projected Outturn £m	Variance (Under)/ Over £m	Variance %age %	Variance Prev Qtr £m	Cause of Variance	Action Required
Information Technology	1.387	0.169	1.233	(0.154)	(11)	(0.298)	Early Identified Rollover - Agile Working £0.030m Conferencing Solutions EDRMS £0.005m£0.065m Microsoft Enterprise Agreement £0.054m	Request approval to move funding of £0.154m to 2014/15
Flintshire Connects	0.494	0.179	0.494	0.000	0	(0.200)		
Corporate Finance	0.107		0.107	0.000	0	0.000		
Total	1.988	0.347	1.834	(0.154)	(8)	(0.498)		
Clwyd Theatr Cymru	0.060	0.035	0.054	(0.006)	(10)	0.000	Early Identified Rollover - Due to timing issues a front of house foyer modification is now expected to happen during the quieter summer period	Request approval to move funding of £0.006m to 2014/15
Total	0.060	0.035	0.054	(0.006)	(10)	0.000		

Variance = Budget v Projected Outturn

COMMUNITY SERVICES

Capital Budget Monitoring 2013/14 - Month 9

Programme Area	Total Budget	Actual Exp.	Projected Outturn	Variance (Under)/ Over	Variance %age	Variance Prev Qtr	Cause of Variance	Action Required
	£m	£m	£m	£m	%	£m		
Children's Services	0.000	0.005	0.000	0.000		0.000		
Private Sector Renewal/Improvement	3.452	1.767	3.452	0.000	0	0.000		
Travellers' Sites	0.124	0.021	0.124	0.000	0	0.000		
Depot (Housing)	0.000	0.002	0.000	0.000		0.000		
Total	3.576	1.795	3.576	0.000	0	0.000		

Variance = Budget v Projected Outturn

ENVIRONMENT

Capital Budget Monitoring 2013/14 - Month 9

Programme Area	Total Budget £m	Actual Exp. £m	Projected Outturn £m	Variance (Under)/ Over £m	Variance %age %	Variance Prev Qtr £m	Cause of Variance	Action Required
Administrative Buildings	3.596	2.610	3.291	(0.305)	(8)	0.091	Early Identified Rollover - Planned works delayed into 2014/15 DDA £0.135m & Fire Safety Orders £0.123m	Request approval to move funding of £0.258m to 2014/15
Sustainable Waste Management	0.870	0.301	0.301	(0.569)	(65)	(0.051)	Early Identified Rollover - Sandycroft HRC delayed due to the review of the Waste Collection Service	Cabinet approved a revised Strategy on 18/02/14. Request approval to move funding of £0.569m to 2014/15
Engineering	0.274	0.096	0.243	(0.031)	(11)	(0.212)	Majority of land drainage schemes delayed due to re-directing funds to Mold FAS, currently awaiting planning permission	Allocations already rephased due to Mold being priority scheme
General Environmental Enhancement	0.005	0.004	0.007	0.002	40	0.002		
Highways	4.251	3.950	4.255	0.004	0	(0.003)		
Planning Grant Schemes	0.006	0.007	0.018	0.012	200	0.001	Payments made under the Padeswood Kiln Tree Screening Programme	Transfer balance from provision to clear current overspend
Ranger Services	0.174	0.002	0.012	(0.162)	(93)	(0.089)	Early Identified Rollover - Wepre Park Developmet starts in final quarter, majority of spend in 2014/15	Request approval to move funding of £0.155m to 2014/15
Regeneration	0.881	0.698	0.911	0.030	3	(1.491)	ERDF grant for Town Centre Regeneration. Current works delayed until 2014/15. Report to Cabinet 15/10/13 refers	Transfer grant balances from Holywell THI & ERDF funding to clear current overspend
Transportation	3.338	2.493	3.342	0.004	0	0.000		
Total	13.395	10.162	12.380	(1.015)	(8)	(1.752)		

Variance = Budget v Projected Outturn

LIFELONG LEARNING

Capital Budget Monitoring 2013/14 - Month 9

Programme Area	Total Budget £m	Actual Exp. £m	Projected Outturn £m	Variance (Under)/ Over £m	Variance %age %	Variance Prev Qtr £m	Cause of Variance	Action Required
Leisure Centres	0.026	0.022	0.026	0.000	0	0.000		
Swimming Pools	0.120	0.120	0.120	0.000	0	0.000		
Community Centres	0.065	0.064	0.065	0.000	0	0.000		
Recreation - Other	0.034	0.019	0.034	0.000	0	0.000		
Play Areas	0.106	0.086	0.106	0.000	0	0.000		
Education - General	1.498	1.048	1.498	0.000	0	0.000		
Primary Schools	2.402	1.118	2.250	(0.152)	(6)	0.000	Early Identified Rollover - Sychdyn ATP £0.100m Various retentions £0.052m	Request approval to move funding of £0.152m to 2014/15

Variance = Budget v Projected Outturn

LIFELONG LEARNING (Cont.)

Capital Budget Monitoring 2013/14 - Month 9

Programme Area	Total Budget £m	Actual Exp. £m	Projected Outturn £m	Variance (Under)/ Over £m	Variance %age %	Variance Prev Qtr £m	Cause of Variance	Action Required
Schools Modernisation	5.297	2.317	5.297	0.000	0	0.000		
Community Youth Clubs	0.093	0.091	0.093	0.000	0	0.000		
Secondary Schools	1.391	0.648	1.216	(0.175)	(13)	0.000	Early Identified Rollover - Mold Alun £0.070m Ysgol Maes Garmon £0.105m	Request approval to move funding of £0.175m to 2014/15
Special Education	0.855	0.670	0.855	0.000	0	0.000		
Minor Works, Furn & Equip	0.048	0.042	0.048	0.000	0	0.000		
Schools - Additional Funding	0.006		0.006	0.000	0	0.000		
Total	11.941	6.246	11.614	(0.327)	(3)	0.000		

Variance = Budget v Projected Outturn

HOUSING REVENUE ACCOUNT

Capital Budget Monitoring 2013/14 - Month 9

Programme Area	Total Budget £m	Actual Exp. £m	Projected Outturn £m	Variance (Under)/ Over £m	Variance %age %	Variance Prev Qtr £m	Cause of Variance	Action Required
Major Works	6.017	2.185	4.838	(1.179)	(20)	0.000	1. Review of existing Heating Replacement contract undetaken 2. Gas Infill Programme scheme - considerable savings & discount on tender prices	1. Additional grant funding of £0.368m to be introduced following contract review 2. Savings on Gas Infill scheme c£0.400m to be utilised on WHQS Programme
Accelerated Programmes	0.320	0.054	0.070	(0.250)	(78)	0.000	1. Ad hoc asbestos removal works less than anticipated 2. Electrical rewiring costs less than anticipated	1. Budget savings c£0.090m to be utilised on WHQS Programme 2. Rewiring work completed during void refurbishment programme
WHQS Improvements	4.429	4.680	6.143	1.714	39	0.000	1. Kitchen replacement project work exceeded original budget	1. Projected outturn due to increased demand, which will be resolved by negotiation with the contractor in last quarter & budget virement from within Major Works and Accelerated Programme
Disabled Adaptations	1.000	0.427	1.050	0.050	5	0.000		
Other Services	0.360	0.486	0.369	0.009	3	0.000		
Total	12.126	7.831	12.470	0.344	3	0.000		Additional grant to be introduced

Variance = Budget v Projected Outturn

FLINTSHIRE COUNTY COUNCIL

REPORT TO: **CABINET**

DATE: **TUESDAY, 18 MARCH 2014**

REPORT BY: **HEAD OF LEGAL AND DEMOCRATIC SERVICES &
HEAD OF HUMAN RESOURCES & OPERATIONAL
DEVELOPMENT**

SUBJECT: **CHANGES TO THE WORKFORCE ESTABLISHMENT**

1.00 PURPOSE OF REPORT

1.00 To delegate authority to make changes to the workforce establishment that are required to implement the Organisational Design: Workforce and Value for Money (VFM) Programmes as approved by Council as part of the annual budget for 2014/15.

2.00 BACKGROUND

2.01 Four workforce programmes were established to help achieve a balanced budget for 2014/15 as follows:-

- i) Organisational Design: Structure and Operating Model
- ii) Organisational Design: Workforce
- iii) Corporate VFM
- iv) Functional VFM

2.02 The Organisational Design: Workforce and the Functional VFM programme will require on-going changes to the workforce establishment. Some Functional VFM reviews require a number of post reductions in specific services. The Organisational Design programmes require reductions in posts across a large number of services.

2.03 The Constitution requires that each individual change to the establishment must be approved by Cabinet. Such reports have traditionally been brought service by service which has reflected the nature and the scale of change under consideration. The programmes approved as part of the budget for 2014/15 differ in scale and type from previous changes requiring changes across a wide range of services. Without delegation to enact the budget and manage a voluntary redundancy programme decision-making is at risk of being slow and cumbersome and budget targets may fail to be met according to the strategy on which the budget was based as set out to members in the budget reports and presentations.

3.00 CONSIDERATIONS

- 3.01 To implement all of the proposed changes under the current constitutional arrangements would require a large and cumbersome number of reports which would be resource intensive and would result in an overloading of the Cabinet agenda. The lead-in time for reports would reduce the time available for proper planning and consultation with employees which could result in either poor planning and/or delays in making timely decisions to achieve the budget targets.
- 3.02 In developing the budget strategy a commitment was made that senior councillors would be briefed on the implications and risks to service delivery of the necessary establishment and workforce changes (noting that the Functional VFM reviews have already been subject to review as part of the budget process). In practice this will mean the respective Cabinet Member for the service being kept fully informed of planned workforce reduction decisions as part of the Organisational Design: Workforce Programme in addition to the specific outcomes of the Functional VFM reviews, with the Leadership having an overview alongside the role of the Chief Executive. A detailed level of consultation will be possible as a result of the process that is proposed, led by the Chief Executive and Head of Human Resources & OD for managing a programme of co-ordinated review of all requests for voluntary early retirement and voluntary redundancy in functional groups.

4.00 RECOMMENDATIONS

- 4.01 That the Chief Executive in consultation with the Leader and respective Cabinet Member be given delegated authority to make changes to the workforce establishment in functional groups to implement the Organisational Design and Functional VFM programmes and meet the budget targets approved by Council for 2014/15.

5.00 FINANCIAL IMPLICATIONS

- 5.01 Sums would be made available out of reserves to fund workforce transition costs.

6.00 ANTI POVERTY IMPACT

- 6.01 None.

7.00 ENVIRONMENTAL IMPACT

- 7.01 None.

8.00 EQUALITIES IMPACT

8.01 As part of the budget setting process an equality impact assessment was undertaken by North Gate in respect of the proposed staffing changes.

9.00 PERSONNEL IMPLICATIONS

9.01 Granting delegated authority as recommended would reduce the workload of those officers undertaking the reviews and increase the amount of time available for consultation and discussion with affected employees. The proposals will not in any way reduce the scope for employees and/or unions to be involved within the process of organisational change.

10.00 CONSULTATION REQUIRED

10.01 As part of any changes to the workforce establishment, consultation will be undertaken with staff, unions, the Leader and the appropriate Cabinet Member.

11.00 CONSULTATION UNDERTAKEN

11.01 None.

12.00 APPENDICES

None.

**LOCAL GOVERNMENT (ACCESS TO INFORMATION ACT) 1985
BACKGROUND DOCUMENTS**

None.

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FLINTSHIRE COUNTY COUNCIL

REPORT TO: **CABINET**

DATE: **TUESDAY, 18 MARCH 2014**

REPORT BY: **DIRECTOR OF COMMUNITY SERVICES**

SUBJECT: **FLYING START DEVELOPMENT**

1.00 PURPOSE OF REPORT

- 1.01 To provide Cabinet with an update in relation to the expansion and delivery of the Flying Start Programme in Flintshire and to seek approval for the proposals for the next stage of the expansion.

2.00 BACKGROUND

The National Context

- 2.01 Flying Start is targeted at 0-3 year olds in the most disadvantaged communities in Wales. It is a prescriptive programme providing access to free part-time quality childcare, an enhanced Health Visiting service, access to Parenting Programmes and Language and Play sessions, to offer preventative interventions that influence and improve outcomes for children. These are a "universal" set of entitlements which all children and their families within designated target areas can access without means testing. International evidence indicates that intensive intervention in the early years can make a real difference to outcomes in the longer term.
- 2.02 The expansion of Flying Start is one of the top 'Five for a Fairer Future' manifesto commitments of the Welsh Government. The expansion of the programme is phased over a number of years to allow for the necessary infrastructure to be put in place, including the recruitment and training of additional health visitors; childcare workers and staff to deliver parenting programmes. The phasing of the expansion will also enable the development of capital infrastructure, and in particular additional childcare settings, to deliver the programme in its new target areas.
- 2.03 The basis for targeting this expansion has been agreed by Ministers and is to be linked to concentrations of 0-3 year olds living in income benefit households. This means that the expanded programme must be targeted in those areas with the highest proportion of 0-3 year olds living in income benefit households.
- 2.04 It is recognised that doubling the size of the Flying Start programme cannot be delivered using revenue alone. There is a strong interdependence in this

programme between capital investment and revenue spends.

2.05 Flintshire Flying Start

In Flintshire, between 2006 and 2012 Flying Start was delivered in four target areas to a capped number of 743 children:

LSOA	School Catchment	Team Base
Higher Shotton & Aston	Queensferry Primary & St Ethelwolds	Aston Family Centre
Connah's Quay Central	Bryn Deva Primary	Aston Family Centre
Flint	Gwynedd Primary	Flying Start Centre, Flint
Greenfield	Maes Glas Primary	Greenfield Business Centre & Youth Centre

2.06 In December 2012 Cabinet approved the Flying Start Strategic Plan 2012-2015. This plan proposed expansion into the following areas:

Cap = 1078 (2013-2014)		Cap = 1274 (2014-2015)	
Expansion of 335 children		Expansion of 196 children	
AREA	0-3 YEAR OLDS	AREA	0-3 YEAR OLDS
Holywell Central	107	Queensferry	90
Sealand 2	92	Mancot 2	75
Mold West 1	69		
Buckley Bistre West 3	40		
Total	308		165

The areas are within the LSOAs identified as having the highest concentration of 0-3 year olds living in income benefit households. When further work was done to define the exact numbers of 0-3 year olds living in the proposed areas the cap number for 2013-2014 was reached by providing services in Holywell, Sealand and Mold.

2.07 Each area has a co-located multi-disciplinary locality team made up of the following roles:

- Health Visitors
- Family workers
- Parenting workers
- Teacher
- Clerical assistant

Each locality team has a workbase located within or close to the Flying Start target area. All team members deliver in their designated localities but can also be deployed to work in other Flying Start areas as an ethos of team working across the project has been developed.

2.08 By 31st March 2014 1078 children will be accessing the four prescribed entitlements and benefiting from the Flying Start Programme. The programme is monitored for service activity on a termly basis and each local authority is currently benchmarked for the health visiting entitlement and the childcare entitlement. During 2013-2014 benchmarking will be introduced for all four entitlements. The details of Flintshire's performance against other local authorities can be seen in the first release of the national data bulletin which is attached as an appendix to this report.

3.00 CONSIDERATIONS

3.01 During 2014-2015 the Flying Start Programme will have to expand from providing services to 1,078 children to 1,274 children and during 2015-2016 to 1,407 children. Welsh Government have provided current data relating to the 0-3 year olds living in income benefit households. The expectation is that services must be targeted in those areas with the highest proportion of 0-3 year olds living in income benefit households.

In order to meet this criteria the proposal is that the expansion would focus on :

Cap = 1274 (2014-2015)		Cap = 1407 (2015-2016)	
Expansion of 196 children		Expansion of 133 children	
AREA	0-3 YEAR OLDS	AREA	0-3 YEAR OLDS
Queensferry	90	This will depend on income benefit data provided by WG.	
Mancot 2	75		
Connah's Quay Golftyn 4	31		
Total	196		

4.00 RECOMMENDATIONS

4.01 That Cabinet consider and approve the proposal for the further expansion of the Flying Start programme.

5.00 FINANCIAL IMPLICATIONS

5.01 There are no immediate financial implications for Flintshire County Council as the Flying Start Programme is 100% funded by a Welsh Government Specific Grant. The grant is administered by the local authority as the accountable body.

6.00 ANTI POVERTY IMPACT

6.01 The aim of the Flying Start Programme is to mitigate against the effects of poverty on the outcomes for children. The Flying Start Programme is a key feature of the Welsh Assembly Government's Child Poverty Strategy.

7.00 ENVIRONMENTAL IMPACT

7.01 No impact resulting directly from this report.

8.00 EQUALITIES IMPACT

8.01 The Flying Start Programme aims to reduce inequalities as defined in the Child Poverty Strategy 2011. It is a programme of universal and targeted services which are delivered in target geographical areas. As the provision is universal at the point of delivery it is equitable for all families in the targeted area.

9.00 PERSONNEL IMPLICATIONS

9.01 In preparation for the expansion of Flying Start during 2013-2014 staff were deployed in locality teams. The recent and planned expansion of the Flying Start Programme has required the recruitment of a number of new and additional staff members. During 2014-2015 will see further expansion and the need to recruit to a number of new posts within the teams. The stringent controls relating to recruitment are proving challenging to the delivery of the programme.

10.00 CONSULTATION REQUIRED

10.01 No requirement for consultation as a result of this report.

11.00 CONSULTATION UNDERTAKEN

11.01 No requirement for consultation as a result of this report.

12.00 APPENDICES

12.01 Flying Start Summary Statistics 2012-2013 (First Release September 2013)

LOCAL GOVERNMENT (ACCESS TO INFORMATION ACT) 1985 BACKGROUND DOCUMENTS

1. Welsh Government Flying Start Guidance 2012
2. Flintshire Flying Start Strategic Plan 2012-2015

3.Flying Start Summary Statistics September 2013

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SDR 99/2013(R)

10 September 2013

Flying Start, Summary Statistics 2012-13 - Revised

This Statistical Release provides some key national statistics from the Flying Start programme and for each of the 22 Local Authorities in Wales. This is the first of a new annual series in relation to this programme.

This is a revised version of the Release which was originally published on 18 June 2013. Following publication, it became clear that Local Authorities (LAs) were not all providing data on Flying Start developmental milestones in the same way and that the statistics might not therefore reflect real variations. As a result, a data quality exercise has been undertaken to develop a greater understanding of the assessment process and how the data was being understood and recorded by LAs. Several LAs have subsequently re-submitted their assessment data and issuing a revised Statistical Release allows for a more consistent analysis of the variation between LAs to be presented. The revision has also provided an opportunity to further clarify some of the definitions used in the release.

The following sections of the release are affected by these revisions:

Sections 1-3 – Table 1, Charts 1-3: since the first publication one LA has submitted revised Health Visitor caseload data (affecting Charts 1 and 2 and Table 1), and another has revised their childcare data (affecting Chart 3 and Table 1). Some changes have been made to the chart titles and to some text to improve clarity and a correction made to Table 1 and Chart 2. An additional column of figures has been added to Table 1 to show the number of childcare offers made. Mid year estimates for 2012, published since the first publication, have been used to update figures in Table 1 and Chart 1.

Section 4 – Table 2, Charts 4 and 5: developmental assessment data has been revised by most LAs together with associated text.

No changes have been made to Sections 5 and 6 (Charts 6 and 7, Tables 3 and 4).

[Flying Start](#) is the Welsh Government targeted Early Years programme for families with children under 4 years of age in some of the most deprived areas of Wales. The Welsh Government began collecting routine management data from the Flying Start programme during 2012-13. This release aims to provide a statistical overview of how the programme is working by presenting statistics from the management information set, for example, the numbers of children using Flying Start services, together with developing statistics about outcomes for Flying Start children. This is the first year of data collection for Flying Start and improvements to the dataset are continuing. This should be recognised when interpreting the resulting statistics.

Flying Start is one of the Welsh Government's top priorities and many of the statistics presented here are also used as indicators for the programme within the Welsh Government's [Programme for Government](#). The release aims to provide the evidence needed to inform further policy development, as well as providing information to Local Authorities for monitoring, benchmarking and improvement and for the wider public.

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Next update: June 2014 (to be confirmed) **Twitter:** www.twitter.com/statisticswales | www.twitter.com/ystadegaucymru

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Llywodraeth Cymru
Welsh Government

Key Facts:

- 23,579 children benefited from, that is, were in receipt of Flying Start services in Wales at any time in 2012-13.
- Flying Start children (on the Health Visitor caseload) of all ages up to age 4 were seen an average of 6.6 times during 2012-13 by Health Visitors and a further twice by members of the wider health team.
- 90 per cent of offers of childcare in a Flying Start childcare setting were taken up during 2012-13.
- 82 per cent of children in the Flying Start programme reached, exceeded or were within 1 age band of their developmental norms¹ at age 2 years while 55 per cent met or exceeded their milestones at this age.
- 83 per cent of children in the Flying Start programme reached, exceeded or were within 1 age band of their developmental norms¹ at age 3 years while 55 per cent met or exceeded their milestones at this age.
- 92 per cent of children aged 3 and living in Flying Start areas were on roll at a maintained school (2012).
- 76 per cent of children living in Flying Start areas were fully immunised at age 4 (2011-12).

For more on data quality, see notes at the end of this release.

¹ For further information on developmental assessment please see notes on page 20.

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The Flying Start Programme

Flying Start is one of the Welsh Government's top priorities. The Welsh Government is committed to doubling the number of children and their families benefiting from the Flying Start programme from 18,000 to 36,000 by 2016.

Key aspects of [Flying Start](#) are:

- free part-time childcare for 2-3 year olds
- an enhanced Health Visiting service (where the Health Visitor caseload is capped at 110 children)
- access to Parenting support
- access to Early Language Development support.

These services are universally available to all children aged under 4 years and their families in the areas in which the programme runs. More details of the services provided can be found at:

<http://wales.gov.uk/topics/childrenyoungpeople/parenting/help/flyingstart/?lang=en>

Flying Start targets the most disadvantaged areas in Wales. The programme has been targeted to areas according to measures of relative disadvantage including the Welsh Index of Multiple Deprivation (WIMD), free school meals and the proportions of children aged under 4 years living in households in receipt of income related benefits. An [evaluation of Flying Start](#) describes the kinds of challenges families in these disadvantaged areas are likely to face in term of providing their children with the best start in life.

Map 1 shows the areas, based on postcodes, targeted as recipients of Flying Start funding, as at 31 March 2012. Note that the map does not reflect any expansion of the programme after 31 March 2012.

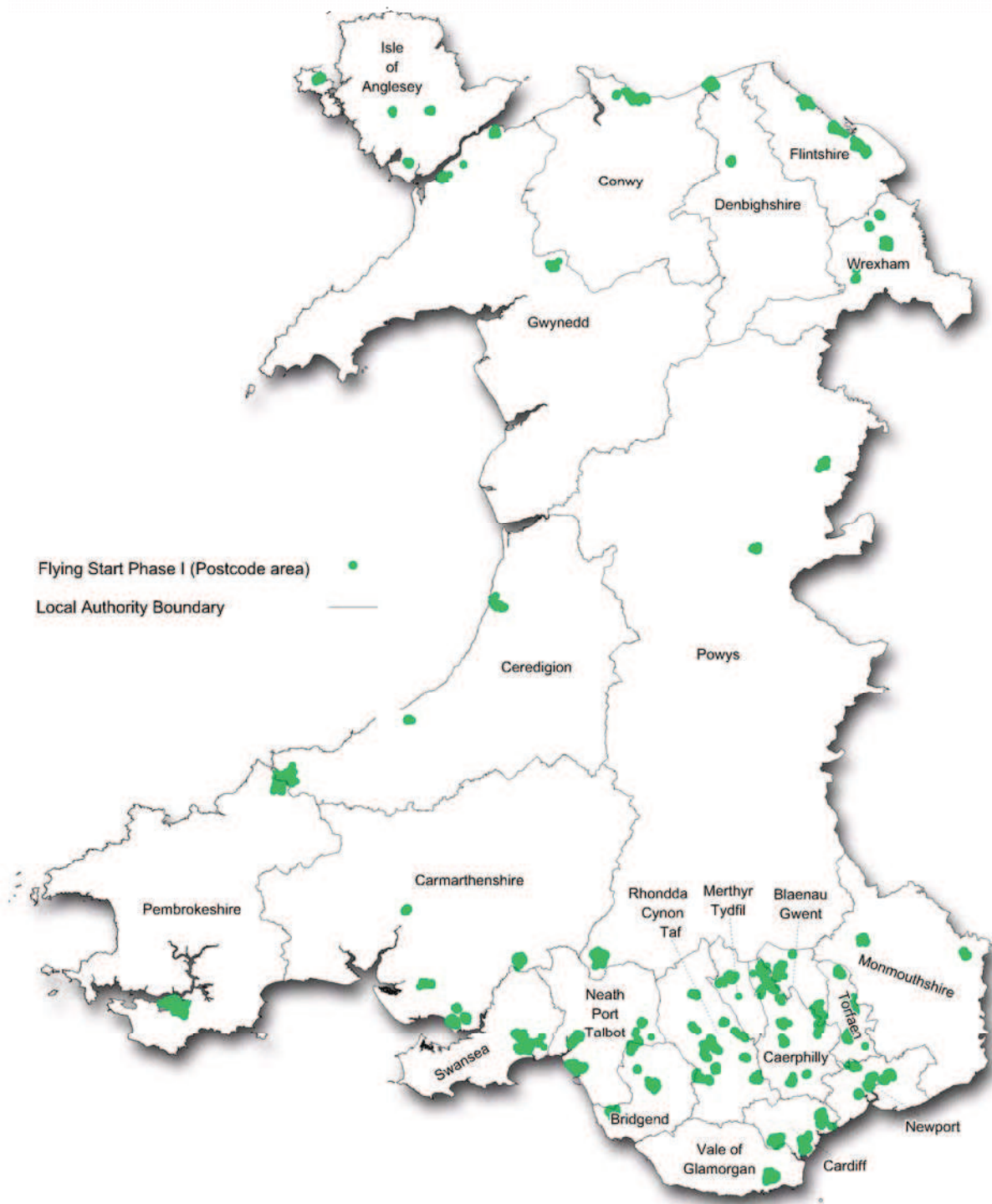
Please refer to Table 1 on page 14 for basic numbers. More information about how Flying Start areas are chosen is provided under Key Quality Information on page 18.

Sources of data for Flying Start

Management information: A number of key statistics for the programme have been derived from the Welsh Government Flying Start Data Monitoring Return. This data collection was established during 2011-12 in collaboration with Flying Start coordinators for the purpose of providing information with which to manage the programme. The first data was provided to Welsh Government for 2012-13. The data published here therefore reflects a period (2012-13) during which there was a small amount of expansion in the numbers of children included in the programme. Additional target areas are being added to the programme throughout the period of expansion. Selected basic counts from this Data Monitoring dataset are presented in Table 1 on page 14 and key analyses shown in sections 1 to 3 below. The Data Monitoring dataset is also the source of outcome statistics presented in section 4 on child development. It should be noted that this data collection is relatively new and is still being developed and improved with Local Authorities. Please see further details in the notes on page 18.

National databases: Statistics showing additional health and education outcomes for children living in Flying Start areas have been derived from national databases and are shown in sections 5 and 6. For further information on these national databases please see the notes on page 20.

Map 1: Location of Flying Start areas as at 31 March 2012



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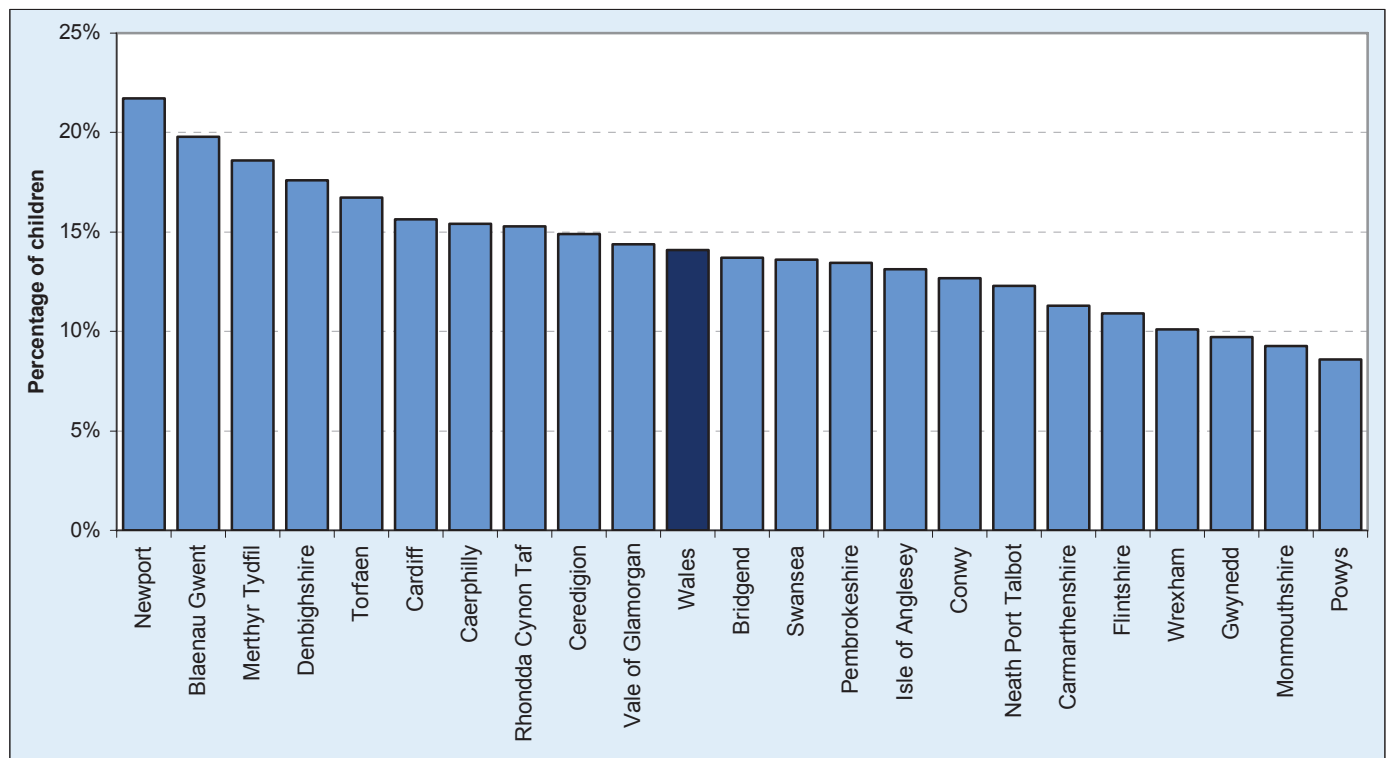
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Cynhyrchwyd gan Cartograffeg, Dearyddiaeth a Technoleg, Llywodraeth Cynulliad Cymru

1. Children receiving Flying Start Services

- During 2012-13 23,579 children benefited from Flying Start, that is, they were in receipt of Flying Start services in Wales (Table 1).

The number of children benefiting from the programme is counted as the total number of children who have had a contact with a Flying Start Health Visitor during the year. It should be noted that children may move in or out of Flying Start areas during the year and therefore this total does not equate to the number of children who receive Flying Start services from the start to the end of the year. An estimate of the average number of children receiving services is also provided in Table 1 as the Health Visitor caseload. This number, 20,209 for 2012-13, is lower than the total in receipt of services over the year because of movements in and out of Flying Start areas. However, it represents a better indication of the capacity of the service at any snapshot in time in 2012-13. The caseload is also used in Chart 1 below.

Chart 1: Children aged under 4 on Flying Start Health Visitor caseloads as a percentage of all resident children aged under 4 (a) by Local Authority, 2012-13



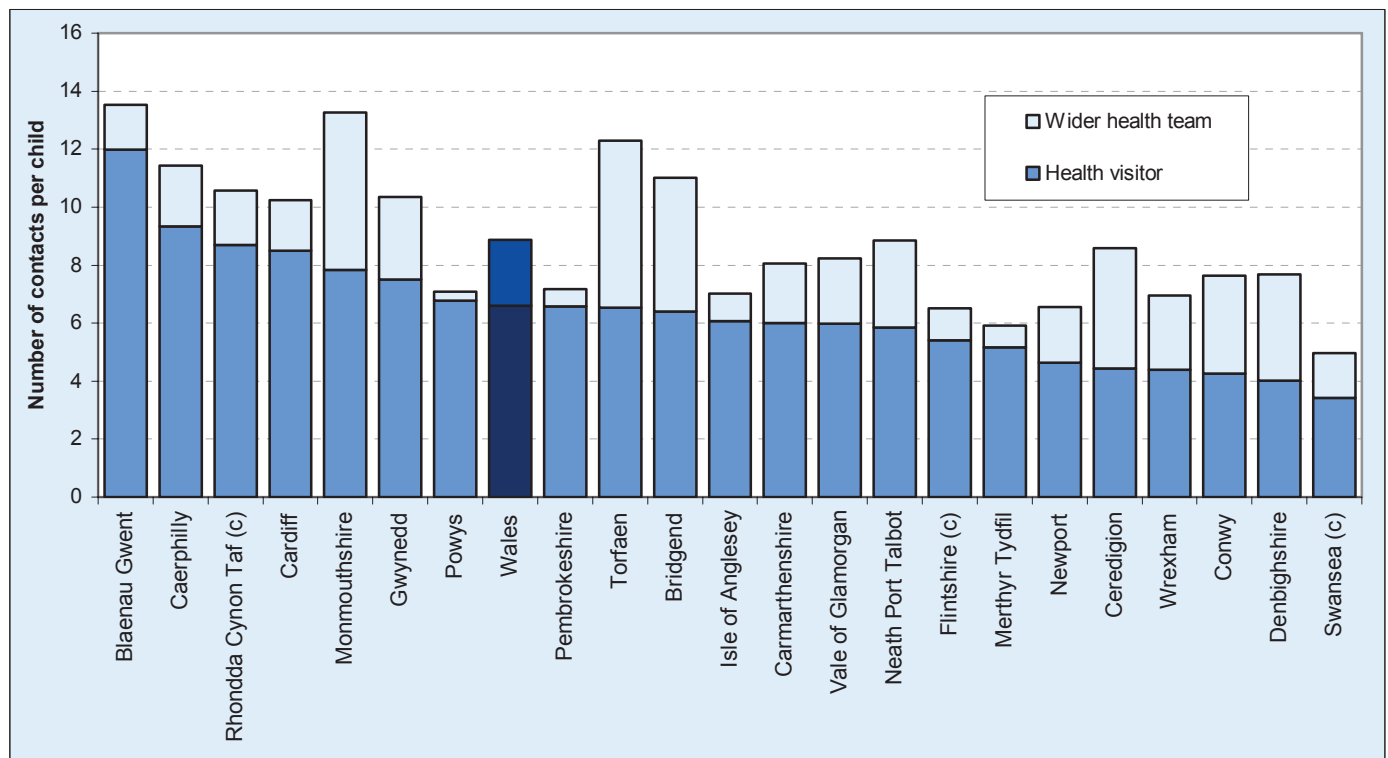
Source: Welsh Government Flying Start Data Monitoring Return 2012-13 (health visitor caseload)
 (a) 2012 Mid Year Population Estimates, published by Office for National Statistics.

- Overall 14 per cent of children aged under 4 in Wales were on Health Visitor caseloads and received Flying Start services during 2012-13 (Chart 1).
- This figure varied from 22 per cent of children under 4 in Newport to 9 per cent in Powys.

2. Flying Start health visiting service

An enhanced health visiting service is one of the four key elements of the Flying Start programme, with Health Visitors having a significantly reduced caseload compared to the generic service. There is one full-time equivalent Health Visitor per 110 children aged under 4 in Flying Start areas and this is designed to enable them to ensure more regular contact with, and delivery of intensive support to Flying Start children and their families. The primary function of the Flying Start Health Visitor is to support the family in the home, assessing both the child (using an appropriate Welsh Government approved developmental assessment tool), and the family (in terms of high, medium and low risk). Particular emphasis is placed on working with the most vulnerable groups including teenage parents, those who are victims of, or may be at risk of domestic abuse and pre/post natal depression. The health team works in partnership with parents and other professionals to ensure that there is a planned and co-ordinated approach to service delivery prior to a child's birth through to their fourth birthday.

Chart 2: Number of contacts (a) per child during the year by Flying Start Health Visitor and wider health team (b), by Local Authority, 2012-13



Source: Welsh Government Flying Start Data Monitoring Return 2012-13

- (a) Face-to-face contact by a health visitor or wider health team member in the financial year.
- (b) "Wider health team" may include a mix of any the following professionals - dieticians, midwives, clinical psychologists, educational psychologists, speech and language therapists, community nursery nurses, social workers and others.
- (c) Rhondda Cynon Taf, Flintshire and Swansea did not provide contact data in the first term of collection and therefore data from terms 2 and 3 has been grossed up to 12 months for comparison purposes. The grossed up numbers contribute to the Welsh total.

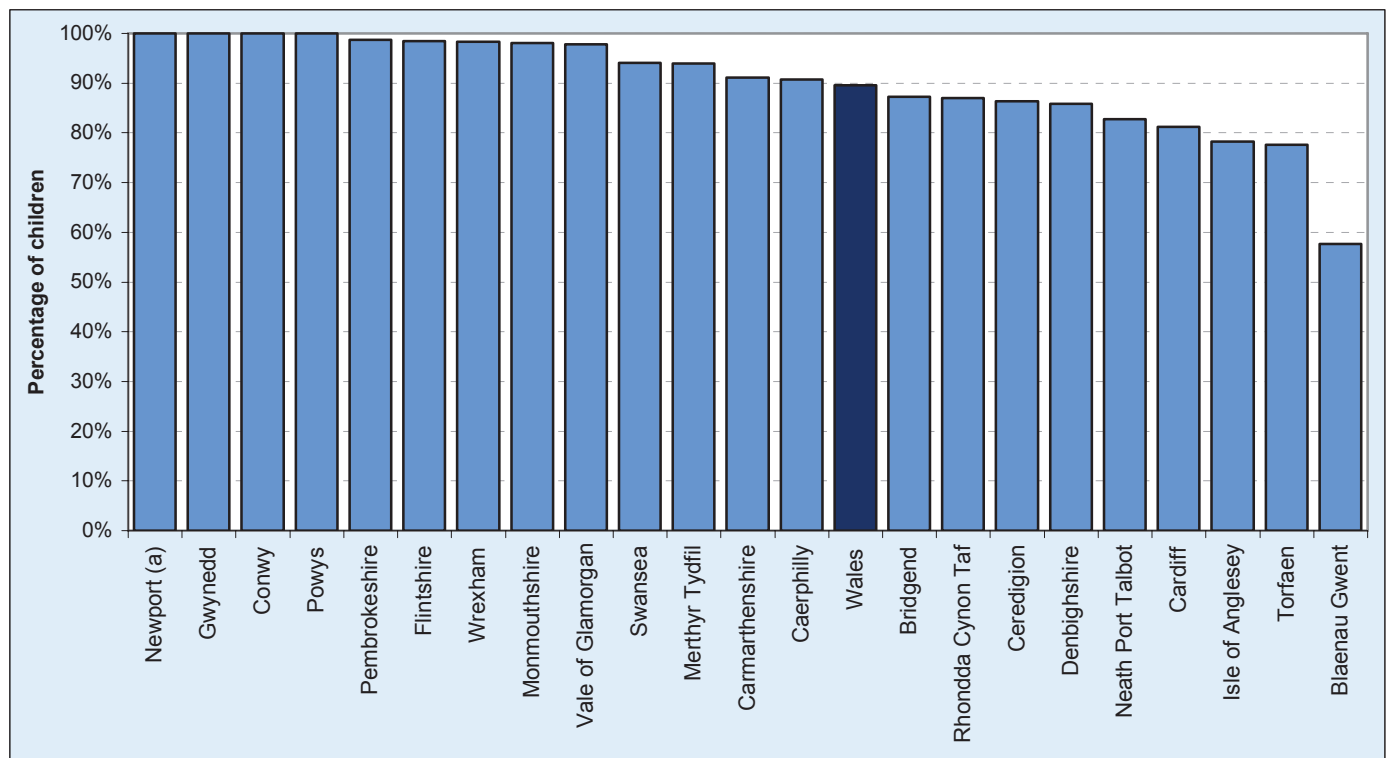
- Flying Start children of all ages up to age 4 on the Health Visitor caseload were seen an average of 6.6 times during 2012-13 by Health Visitors and a further twice by members of the wider health team (Chart 2). Flying Start Health Visitor caseloads are capped at 110 children whereas Health Visitors working outside Flying Start may have up to 350 children on their caseloads.
- Chart 2 shows substantial variation between Local Authorities. Some of this may reflect relative need, the age profile of the children in specific areas, variation in length or type of contacts or differential decisions regarding the balance between Health Visitor and other professional contact. However this information is not known.

The people involved in the 'wider health team' will vary between Local Authorities according to decisions on allocating resources.

3. Childcare

The provision of high quality, part-time childcare for 2-3 year olds is integral to the Flying Start programme. Children are able to access the entitlement from the beginning of the term following their second birthday to the end of the term in which they have their third birthday. The core Flying Start childcare offer is that quality childcare is offered to parents of all eligible 2-3 year olds for 2 ½ hours a day, 5 days a week for 39 weeks. In addition, there should be at least 15 sessions of provision for the family during the school holidays. A family can choose to take up either the full offer or a reduced offer, if only some of the sessions are needed. Flying Start childcare focuses on improving the outcomes for young children in preparation for school and so the childcare offer should be linked to Foundation Phase entry into schools to ensure a seamless transition between the two offers with no gaps in provision. The programme guidance states that flexibility may be required for working parents when allocating childcare.

Chart 3: Number of full or reduced offers of Flying Start-provided childcare taken up as a percentage of offers made to newly eligible children, 2012-13



Source: Welsh Government Flying Start Data Monitoring Return 2012-13

(a) The number of children taking up a full or reduced offer of childcare was greater than the total number of places offered, resulting in a percentage of 102% which has been adjusted to 100%. See notes.

- Overall 90 per cent full or reduced offers of childcare in a Flying Start childcare setting were taken up (Chart 3).
- The majority of Local Authorities have take up rates of over 90 per cent, but take up was as low as 58 per cent in Blaenau Gwent.

This statistic is based on the numbers of children who are newly eligible during the year (and were made offers of childcare) who take up offers of childcare. Note that not all childcare places taken up may be fully attended. For further detail of take-up and attendance please see notes on page 20.

Outcomes for children in the Flying Start Programme

4. Child Development

The Flying Start Health Visitor assesses each child in receipt of Flying Start services using an appropriate Welsh Government approved developmental assessment tool. This tool assesses a child's development across key areas relating to movement, manipulation, visual, hearing, speech and language, and social interaction, comparing the child's progress with a norm derived from a standard reference group of children of a similar age.

Flying Start children are assessed by Health Visitors at age 2 and age 3 against developmental norms in the seven skill areas. Ideally, children are assessed as close to the date of their 2nd and 3rd birthdays as possible, although in practice (due for example to staff absence, delays in recruitment or failure to make contact with the family at an appointed time) this is not always possible and assessments will generally take place within a month or two either side of the actual date of the birthday. When determining whether the child is progressing normally, the Health Visitors will compare the child's performance against an age banded scale and will usually consider the child to be progressing normally if they are assessed as being within one age band below the developmental norm relevant to the child's actual age at the time of assessment in all seven skill areas. There is a wide scope for professional judgement to be applied in this process, for example in interpreting the results for each of the seven skill areas in relation to the actual age of the child at the time of assessment, and the Health Visitor will apply this professional judgement in determining whether the child is progressing normally or whether additional support is required.

As part of the data quality exercise referred to earlier, it was recognised that in aggregating the results for the individual children, local authorities had applied different practices. For example differences existed in the boundaries used to assess developmental norms for those children aged just less than 2 or 3, with some using the nearest age boundary and some using the age boundary below.

In order to minimise the impact of these different reporting practices, LAs in future will be asked to aggregate their data based on a standardised approach and as a result of the data quality exercise, we now believe all local authorities have supplied their 2012-13 data in this way. All assessments are now compared to the same boundary for age 2 and 3, regardless of whether those assessments took place before or after the birthday. As was the case in the initial publication, to avoid bias being introduced by tests carried much earlier or later, only those assessments which took place within one month of the 2nd or 3rd birthdays are included in the calculation of aggregate statistics.

The results are based on counting children as follows:

- Met or exceeded milestones: children who were at or exceeded the developmental milestones in *all* of the seven skill areas
- Within one age band of milestones: children who were within one age band of developmental milestones in one or more (or all) of the skill areas but have met or exceeded milestones in the others
- More than one age band below milestones: children who, in at least one of the skill areas, were below one age band below milestones.

Outside Flying Start areas, a range of assessment tools are used according to the preference of individual health boards. Therefore whilst statistics can be presented relative to the norm in the Flying Start areas, it is not currently possible to draw comparisons with children living in non-Flying Start areas.

- 82 per cent of children in the Flying Start programme reached, exceeded or were within 1 age band of their developmental norms at age 2 years while 55 per cent met or exceeded their milestones at this age (Table 2).
- 83 per cent of children in the Flying Start programme reached, exceeded or were within 1 age band of their developmental milestones at age 3 years while 55 per cent met or exceeded their milestones at this age (Table 2).

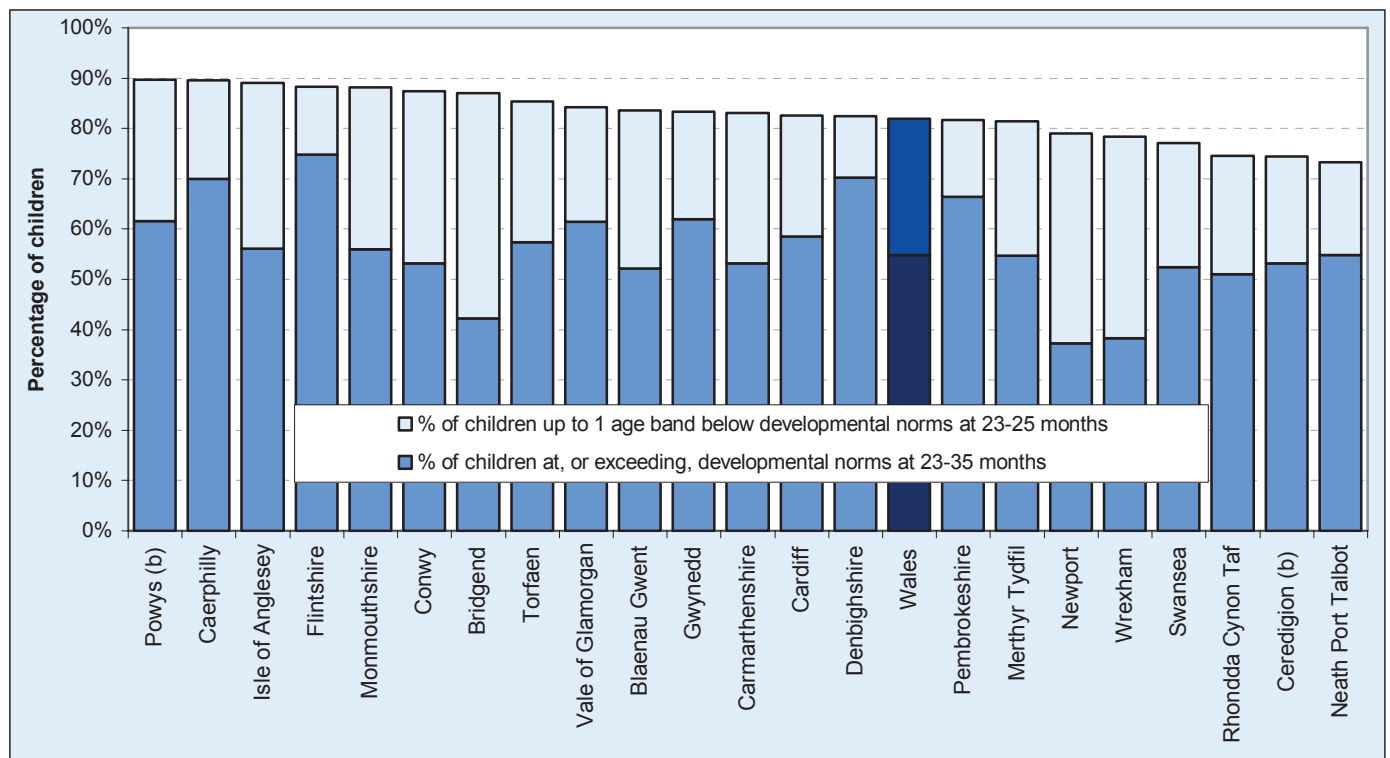
Note that these children are different cohorts i.e. the children presented in Chart 4 were aged 2 in 2012-13, and those presented in Chart 5 were age 3 in the same year. Note also that the level of transfers in and out of Flying Start areas means that not all children will have been resident in Flying Start areas for the assessments at both ages 2 and 3. It also means that, for the children assessed, the length of time that they had had contact with Flying Start services will vary.

The [Tackling Poverty Action Plan](#) has a stated aim of focusing on poverty from a young age and uses this assessment data in one of its targets with the aim of increasing the proportion who meet or exceed the norms at this age; the target states that:

By 2016, increase the proportion of 3 year olds receiving Flying Start services that have achieved or exceeded their developmental milestones by 5 percentage points.

The baseline was taken from the first publication of this release and has been revised from 64 per cent to 55 per cent at age 3.

Chart 4: Percentage of children in Flying Start areas reaching, exceeding or within one age band of their development milestones (a) at age 2 years (23-25 months), by Local Authority, 2012-13



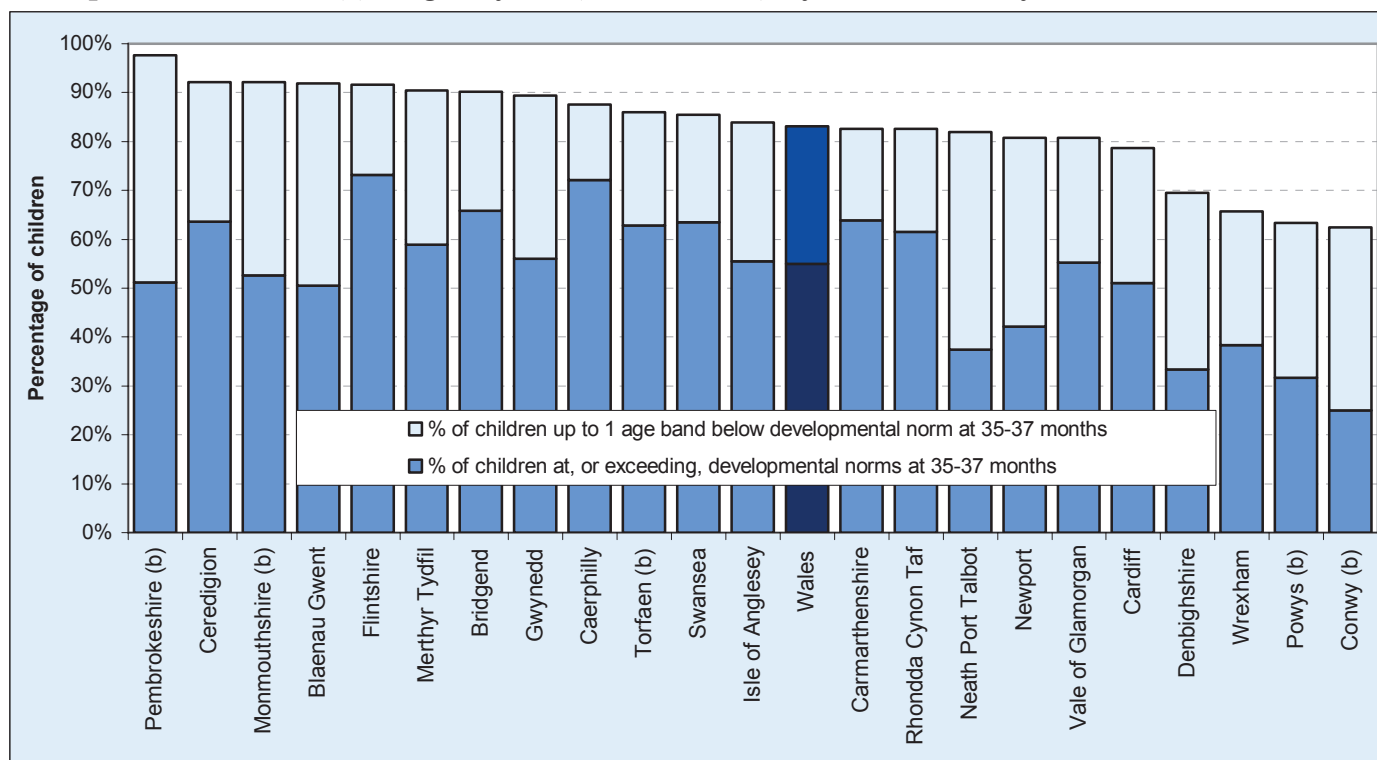
Source: Welsh Government Flying Start Data Monitoring Return 2012-13

(a) See notes for further details of developmental milestones.

(b) Fewer than 50 children were assessed in these Local Authorities and the data should therefore be treated cautiously as these may not necessarily be representative of the whole caseload had they all been tested "in-age".

Chart 4 shows that 55 per cent of the 3,343 Flying Start children assessed in 2012-13, reached or exceeded their developmental milestones at the age of 2 years. However a developmental age of one age band below the age-appropriate band may not be important in terms of identifying developmental delay or abnormality in an individual child. A further 27 per cent of children overall were reported to be within 1 age band of developmental norms, meaning that 82 per cent of children aged 2 that were assessed had met or nearly met the milestones for this age. The remaining 18 per cent of the children assessed at this age were identified as being more than one age band below the norm by Flying Start and therefore may have required additional support, although this would be according to the professional judgement of the Health Visitors.

Chart 5: Percentage of children in Flying Start areas reaching, exceeding or within one age band of their development milestones (a) at ages 3 years (35-37 months), by Local Authority, 2012-13



Source: Welsh Government Flying Start Data Monitoring Return 2012-13

(a) See notes for further details of developmental milestones.

(b) Fewer than 50 children were assessed in these Local Authorities and the data should therefore be treated cautiously as these may not necessarily be representative of the whole caseload had they all been tested "in-age".

Chart 5 shows that 55 per cent of the 2,914 Flying Start children assessed in 2012-13, reached or exceeded their developmental milestones at the age of 3 years. However a developmental age of one age band below the age-appropriate band may not be important in terms of identifying developmental delay or abnormality in an individual child. A further 28 per cent of children were within 1 age band of developmental norms, meaning that 83 per cent of children aged 3 that were assessed had met or nearly met the milestones for this age. The remaining 17 per cent of the children assessed at this age were identified as being more than one age band below the norm by Flying Start and therefore may have required additional support, although this would be according to the professional judgement of the Health Visitors.

Whilst efforts have been made to remove inconsistency between local authorities in aggregating results for individual children into the data presented here, the figures will still vary between local authorities due, for example, to differences in the professional interpretation at assessment as well as to different levels of deprivation within Flying Start areas. Comments received during the data quality exercise point to some differences in the way the assessments are carried out in different local authorities. Further improvements to data collection processes and the associated guidance are being made to increase consistency in this respect which should also have a beneficial effect on the reporting of these statistics in future.

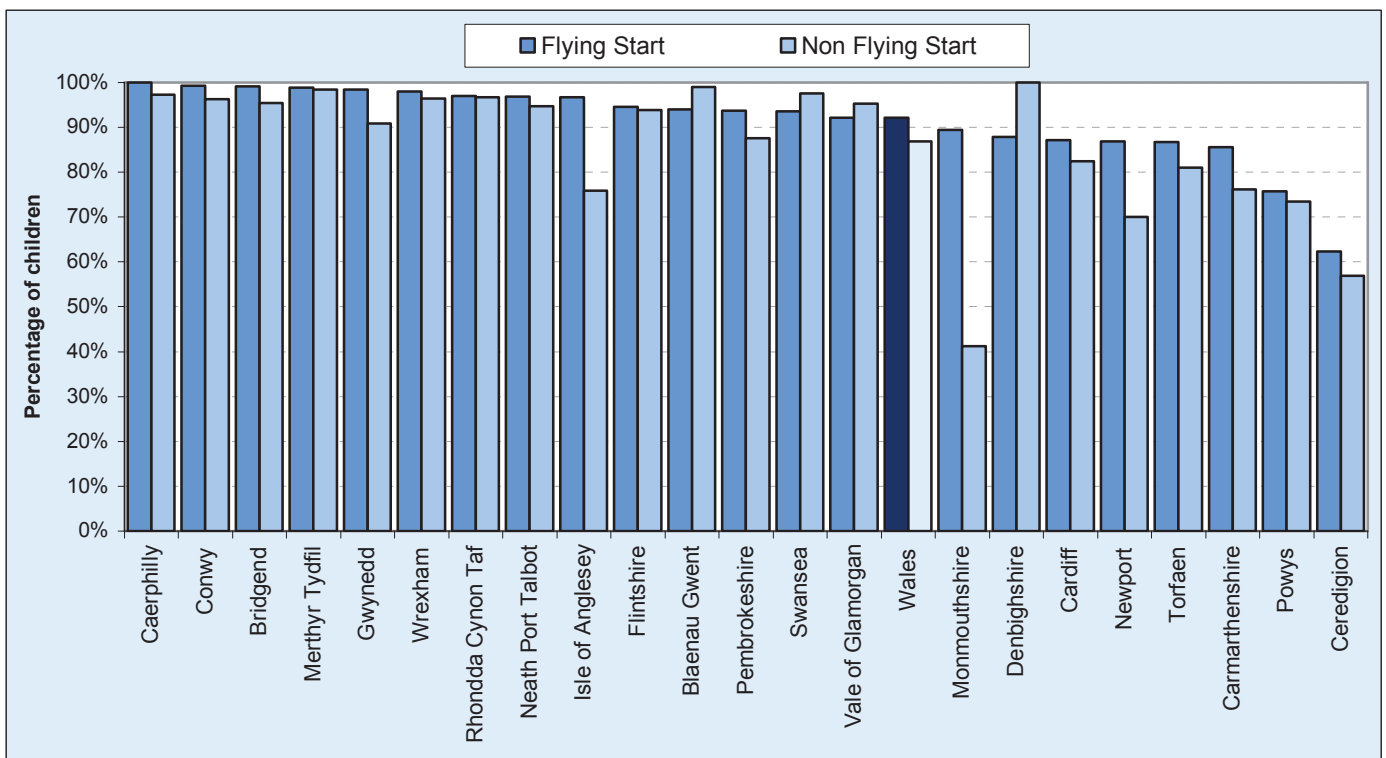
5. Education outcomes: Children recorded on roll at a maintained school

Looking at the numbers of Flying Start children starting Foundation Phase measures the degree to which Flying Start children are taking up early years education opportunities. The Foundation Phase is the statutory curriculum for all 3-7 years old children in Wales in both maintained and non-maintained settings. This section presents data on the proportions of children living in Flying Start areas and of those living in non Flying Start areas who are recorded on roll at a maintained school according to the annual school census and the postcodes provided by Flying Start coordinators.

Data shown in this section are taken from the Pupil Level Annual School Census (PLASC), which is an electronic collection of pupil and school level data provided by all maintained primary, secondary, nursery and special schools in January each year.

Table 3 shows data on children recorded on roll at a maintained school in both Flying Start and non-Flying Start areas for each Local Authority.

Chart 6: Percentage of children aged 3 as at 31 August 2011 recorded on roll at a maintained school in January 2012



- 92 per cent of children at age 3 living in Flying Start programme areas were recorded on school rolls, compared with 87 per cent of children at age 3 living in non-Flying Start programme areas.
- The variation seen between Local Authorities may be partially explained by some of the following factors: differences in the size of the independent school sector, cross border movements with England particularly affecting Wrexham, Flintshire, Powys and Monmouthshire, rurality and possible consequent travelling distances. Note also that the numbers of schools rolls are taken as a proportion of resident children and in some cases children may attend school in one Local Authority and live in another.

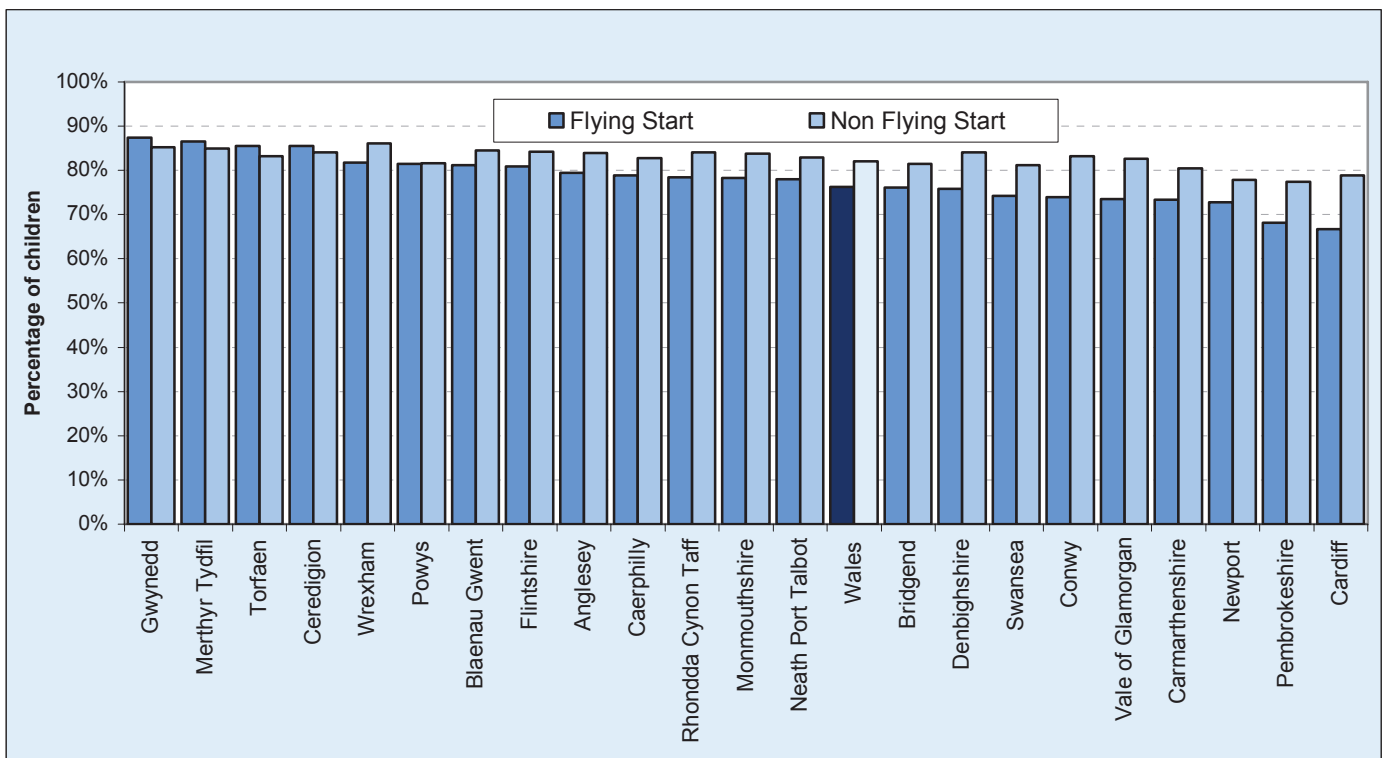
6. Health outcomes: Uptake of routine childhood immunisation

Vaccines are offered to all children, as part of the routine childhood immunisation schedule, to protect them against Diphtheria, Tetanus, Pertussis, Polio, Haemophilus influenzae (Hib), Measles, Mumps, Rubella, Meningitis C and Pneumococcal infection (PCV). Vaccinations are given according to a routine childhood immunisation schedule starting 8 weeks after birth, and the aim is for all children to be fully immunised by their 4th birthday.

The data is taken from COVER (Coverage of Vaccination Evaluation Rapidly) data published annually by Public Health Wales. It is derived directly from the National Community Child Health Database (NCCHD) and is allocated to areas on the basis of postcode of residence. A list of postcodes falling within the Flying Start programme has been used to extract immunisation data for children living in Flying Start areas.

Table 4 shows data on children fully immunised in both Flying Start and non-Flying Start areas for each Local Authority.

Chart 7: Percentage of children in Flying Start areas that are fully immunised at 4th birthday by Local Authority, 2011-12



- 76 per cent of children living in Flying Start areas were fully immunised at age 4 years, compared to 82 per cent of children living in non-Flying Start areas.
- Uptake of immunisations of children living in Flying Start programme areas ranged between 87 per cent (Gwynedd) and 67 per cent (Cardiff). The majority of Local Authorities had higher uptake rates for children living in non-Flying Start areas. For Wales as a whole the figures are consistent with the usually seen relationship between deprivation and vaccination uptake; the explanation of the variation between Local Authorities may be more complex and requires an understanding of local pockets of deprivation.

Table 1: Selected Flying Start programme indicators by Local Authority, 2012-13

Local Authority	Number of children benefiting (in receipt of services)(a)	Number of children under 4 allocated to Flying Start health visitors (caseload) (b)	Population 0-3 year olds (c)	Face-to-face contacts				Number of children newly eligible for childcare	Number of children newly eligible and offered childcare	Number of children taking up full or reduced offer of childcare
				Number of face-to-face contacts	Percentage of face-to-face contacts with health visitor	Percentage of face-to-face contacts with wider health team	Number of children newly eligible for childcare			
Isle of Anglesey	459	421	3,204	2,952	87%	13%	83	83	65	
Gwynedd	640	528	5,436	5,464	72%	28%	144	154	154	
Conwy	752	593	4,683	4,530	56%	44%	146	130	130	
Denbighshire	887	757	4,302	5,811	52%	48%	242	204	175	
Flintshire (d)	954	791	7,251	5,157	83%	17%	195	135	133	
Wrexham	887	726	7,187	5,046	63%	37%	184	184	181	
Powys	525	444	5,168	3,142	96%	4%	96	96	96	
Ceredigion	414	400	2,686	3,433	52%	48%	115	103	89	
Pembrokeshire	649	726	5,402	5,205	92%	8%	236	236	233	
Carmarthenshire	1,112	927	8,202	7,456	75%	25%	249	249	227	
Swansea (d)	1,492	1,434	10,550	7,128	69%	31%	396	390	367	
Neath Port Talbot	1,042	759	6,173	6,712	66%	34%	318	429	355	
Bridgend	956	882	6,441	9,718	58%	42%	249	236	206	
Vale of Glamorgan	866	839	5,835	6,903	73%	27%	248	231	226	
Cardiff	3,368	2,904	18,573	29,770	83%	17%	722	639	519	
Rhondda, Cynon, Taff (d)	2,542	1,796	11,761	18,981	82%	18%	407	425	370	
Merthyr Tydfil	792	542	2,914	3,202	87%	13%	132	132	124	
Caerphilly	1,219	1,356	8,805	15,499	82%	18%	326	325	295	
Blaenau Gwent	655	638	3,224	8,628	89%	11%	170	170	98	
Torfaen	1,187	730	4,359	8,971	53%	47%	183	183	142	
Monmouthshire	346	334	3,607	4,426	59%	41%	82	101	99	
Newport (e)	1,835	1,684	7,758	11,041	71%	29%	351	374	382	
Wales	23,579	20,209	143,521	179,174	74%	26%	5,274	5,209	4,666	

Source: Welsh Government Flying Start Data Monitoring Return 2012-13

(a) Cumulative count of individual children receiving health visitor Flying Start services

(b) Children on health visitor caseload averaged over the 3 terms.

(c) 2012 Mid Year Population Estimates, published by Office for National Statistics.

(d) Rhondda Cynon Taf, Flintshire and Swansea did not provide contact data in the first term of collection therefore data from terms 2 and 3 has been grossed up to 12 months for comparison purposes.

(e) The number of children taking up a full or reduced offer of childcare was greater than the total number of places offered, resulting in a percentage of 102% which has been adjusted to 100%. In addition the numbers of offers exceeded the numbers of eligible children in several cases. See Notes for an explanation for these discrepancies.

Table 2: Percentage of Flying Start children reaching, exceeding or within one age band of developmental milestones (a) at ages 2 and 3 years by Local Authority, 2012-13

Local Authority	Age 2 (23-25 months)		Age 3 (35-37 months)	
	Percentage reaching, exceeding or within one age band below developmental norm	Percentage reaching or exceeding milestones	Percentage reaching, exceeding or within one age band below developmental norm	Percentage reaching or exceeding milestones
Isle of Anglesey	89%	56%	84%	56%
Gwynedd	83%	62%	89%	56%
Conwy (b)	87%	53%	63%	25%
Denbighshire	82%	70%	69%	33%
Flintshire	88%	75%	92%	73%
Wrexham	78%	38%	66%	38%
Powys (b)	90%	62%	63%	32%
Ceredigion (b)	74%	53%	92%	64%
Pembrokeshire (b)	82%	66%	98%	51%
Carmarthenshire	83%	53%	83%	64%
Swansea	77%	52%	86%	64%
Neath Port Talbot	73%	55%	82%	38%
Bridgend	87%	42%	90%	66%
Vale of Glamorgan	84%	61%	81%	55%
Cardiff	83%	58%	79%	51%
Rhondda, Cynon, Taff	74%	51%	83%	62%
Merthyr Tydfil	81%	55%	90%	59%
Caerphilly	90%	70%	88%	72%
Blaenau Gwent	84%	52%	92%	51%
Torfaen (b)	85%	57%	86%	63%
Monmouthshire (b)	88%	56%	92%	53%
Newport	79%	37%	81%	42%
Wales	82%	55%	83%	55%

Source: Welsh Government Flying Start Data Monitoring Return 2012-13

a) For information on developmental milestones, please see notes on page 18. assessed in these Local

Table 3: Number and percentage of children aged 3 as at 31 August 2011, living in Flying Start areas and recorded on roll at a maintained school in PLASC in January 2012, by Local Authority

Local Authority	Number			Percentage		
	Flying Start	Non-Flying Start	All	Flying Start	Non-Flying Start	All
Isle of Anglesey	84	511	595	97%	76%	78%
Gwynedd	120	1,002	1,122	98%	91%	92%
Conwy	133	961	1,094	99%	96%	97%
Denbighshire	167	920	1,087	88%	100%	100%
Flintshire	191	1,518	1,709	95%	94%	94%
Wrexham	231	1,421	1,652	98%	96%	97%
Powys	103	865	968	76%	73%	74%
Ceredigion	53	316	369	62%	57%	58%
Pembrokeshire	178	977	1,155	94%	88%	89%
Carmarthenshire	195	1,433	1,628	86%	76%	77%
Swansea	318	2,376	2,694	94%	98%	97%
Neath Port Talbot	266	1,246	1,512	97%	95%	95%
Bridgend	162	1,366	1,528	99%	95%	96%
Vale of Glamorgan	165	1,311	1,476	92%	95%	95%
Cardiff	552	3,202	3,754	87%	82%	83%
Rhondda Cynon Taf	422	2,356	2,778	97%	97%	97%
Merthyr Tydfil	168	579	747	99%	98%	99%
Caerphilly	357	1,797	2,154	100%	97%	98%
Blaenau Gwent	136	647	783	94%	99%	98%
Torfaen	169	718	887	87%	81%	82%
Monmouthshire	68	341	409	89%	41%	45%
Newport	375	1,101	1,476	87%	70%	74%
Wales	4,613	26,964	31,577	92%	87%	88%

Source: Pupil Level Annual School Census (PLASC) 2012, National Community Child Health Database (NCCHD) 2011-12 (denominator)

Table 4: Number and percentage of children living in Flying Start areas who are fully immunised (a) by their 4th birthday by Local Authority, 2011-12

Local Authority	Number			Percentage		
	Flying Start	Non-Flying Start	All	Flying Start	Non-Flying Start	All
Isle of Anglesey	74	561	635	79%	84%	83%
Gwynedd	104	936	1,040	87%	85%	85%
Conwy	108	797	905	74%	83%	82%
Denbighshire	138	720	858	76%	84%	83%
Flintshire	161	1,340	1,501	81%	84%	84%
Wrexham	175	1,215	1,390	82%	86%	86%
Powys	101	937	1,038	81%	82%	82%
Ceredigion	65	460	525	86%	84%	84%
Pembrokeshire	137	829	966	68%	77%	76%
Carmarthenshire	171	1,388	1,559	73%	80%	80%
Swansea	237	1,913	2,150	74%	81%	80%
Neath Port Talbot	198	1,044	1,242	78%	83%	82%
Bridgend	131	1,126	1,257	76%	82%	81%
Vale of Glamorgan	136	1,066	1,202	74%	83%	82%
Cardiff	415	2,924	3,339	67%	79%	77%
Rhondda, Cynon, Taff	327	1,895	2,222	78%	84%	83%
Merthyr Tydfil	129	449	578	87%	85%	85%
Caerphilly	259	1,420	1,679	79%	83%	82%
Blaenau Gwent	100	528	628	81%	84%	84%
Torfaen	160	719	879	86%	83%	84%
Monmouthshire	54	657	711	78%	84%	83%
Newport	284	1,162	1,446	73%	78%	77%
Wales (b)	3,663	24,219	27,882	76%	82%	81%

Source: Pupil Level Annual School Census (PLASC) 2012, National Community Child Health Database (NCCHD) 2011-12 (denominator)

(a) Includes the following immunisations: Diphtheria, Tetanus, Pertussis, Polio, Haemophilus influenzae (Hib), Measles, Mumps, Rubella, Meningitis C and Pneumococcal infection (PCV).

Analysis provided by Public Health Wales Communicable Disease Surveillance Centre and Vaccine Preventable Disease Programme.

(b) Local Authority was not known for 132 children in non Flying Start /All areas.

Background and Key Quality Information

The Flying Start Programme

Key aspects of [Flying Start](#) are:

- free part-time childcare for 2-3 year olds
- an enhanced Health Visiting service (where the Health Visitor caseload is capped at 110 children)
- access to Parenting support
- access to Early Language Development support.

These services are universally available to all children aged under 4 years and their families in the areas in which the programme runs.

Health Visiting and Midwifery: A Flying Start requirement is that there must be one full time equivalent Health Visitor per 110 children aged under 4 in the target areas. This is to ensure delivery of intensive support to Flying Start children and their families. The primary function of the Flying Start Health Visitor is to support the family in the home, assessing both the child (using an appropriate Welsh Government approved developmental assessment tool), and the family (in terms of high, medium and low risk). In some local authorities, midwives are employed as part of the core Flying Start team. Whether or not this is the case locally, Flying Start Health Visitors work closely with generic midwives working with Flying Start parents. Particular emphasis is placed on working with the most vulnerable groups including teenage parents, those who are victims of, or may be at risk of domestic abuse and pre/post natal depression.

Childcare services: The core Flying Start childcare offer is that quality childcare is offered to parents of all eligible 2-3 year olds for 2 ½ hours a day, 5 days a week for 39 weeks. In addition, there should be at least 15 sessions of provision for the family during the school holidays.

Information about the Parenting and Early Language Development elements of the programme is still being developed and we hope to include relevant statistics in future releases.

Sources of data

Routine management information: Welsh Government Knowledge and Analytical services (KAS) established routine data monitoring of the Flying Start programme in 2011-12 with the first data being collected for 2012-13. The information is collected three times a year from Local Authorities and includes data used to manage the programme. The dataset also provides key monitoring statistics for the programme used as Programme for Government (PfG) tracking indicators, such as the numbers of beneficiaries of the programme as a whole, the numbers of children starting nursery care and children reaching or exceeding their developmental milestones. Further information about Programme for Government can be found at: <http://wales.gov.uk/about/programmeforgov/?lang=en>

This release provides data for each complete financial year based on the final data collection of each year. Because of the timing issues involved, monitoring data collected from earlier collections within each year will continue to be used for tracking indicators for the annual Programme for Government report.

Data which is incomplete or where comparability across Local Authorities is still being assessed has not been included in the publication.

Information on outcomes for children resident in Flying Start areas: National databases such as the National Community Child Health Database (NCCHD) and the Pupil Level Annual School Census (PLASC) have been used in conjunction with lists of the Flying Start postcode areas to provide outcome measures for the children in relevant age groups. The outcomes presented here are the proportion of children living within and outside Flying Start areas who are fully immunised by their 4th birthdays and the proportion who are recorded on school rolls at age 3. Note that there will be a number of children resident in these areas whose families have not taken up offers of Flying Start services and therefore are incorrectly counted as Flying Start children; this number is thought to be small however.

Population: ONS mid year estimates of population are used in Chart 1 and Table 1 of this release; for 2012-13 the 2012 mid year estimates have been used. This was updated in the revised version of the release (September 2013) as estimates for 2012 had become available whereas when the release was first published, in June 2013, 2011 mid year estimates had been used. These estimates are published on our StatsWales website here:

<https://statswales.wales.gov.uk/Catalogue/Population-and-Migration/Population/Estimates>

Flying Start areas

Flying Start targets the most disadvantaged areas in Wales. Flying Start targets the most disadvantaged areas in Wales. The programme has been targeted to areas according to measures of relative disadvantage including the Welsh Index of Multiple Deprivation (WIMD), free school meals and the proportions of children aged under 4 years living in households in receipt of income related benefits.

The areas included in Map 1 are those areas defined according to postcodes provided to Welsh Government by Flying Start coordinators. In a small number of postcodes not all of the dwellings within the area are included in the programme. Note that the map does not reflect any expansion of the programme after 31 March 2012.

Management information

This data collection was established during 2011-12 in collaboration with Flying Start coordinators for the purpose of providing information with which to manage the programme. The first data was provided to Welsh Government for 2012-13 and is submitted for three "terms" during the year: 1 April - 31 August, 1 September - 31 December and 1 January - 31 March.

It should be noted that the information has been collected for management rather than statistical reasons and validation of the data is focussed as much on the operation of the programme as it is on developing robust statistics. As such the data presented has not been subject to the usual statistical processes that occur. Further the data collection is new and is still being developed and improved with Local Authorities. As requirements are identified, and the data are published, Local Authorities are refining their data collection methodologies and it is expected that data quality will improve over time.

Submission of data was mandatory from the start of 2012-13 for most data items but was optional for the first term only for a small number. The only data item included in this release which was optional in the first term was the numbers of face to face contacts with Health Visitors and with the wider health team. Note that Rhondda Cynon Taf, Flintshire and Swansea did not provide contact data in the first term of collection and therefore data from terms 2 and 3 has been grossed up to 12 months for comparison purposes. The grossed up numbers contribute to the Wales total also.

The management information shows that Flying Start children are likely to move in and out of the areas. Children transferring into Flying Start areas accounted for around 16 per cent of all children in receipt of Health Visitor services at some time during the year.

Note that the data published here for 2012-13 reflects a period during which there was a small amount of expansion in the numbers of children included in the programme. Additional target areas are being added to the programme throughout the period of expansion.

The following statistics are derived from this management information:

Children benefiting from, that is, in receipt of Flying Start services: the data shows the number of individual Flying Start children, aged under 4 years, who are recorded as having received Health Visitor Flying Start services at some point between 1 April and 31 March 2013. There were 2 Local Authorities in 2012-13 where the number of children allocated to Flying Start Health Visitors' caseloads was greater than the number of children in receipt of Flying Start services. This is likely to be due to transfers in to Flying Start areas at the end of the term but before any first Health Visitor contact.

Children newly eligible and in receipt of Flying Start nursery provision: the figure is the number of Flying Start children, aged 2 or 3 years, who are newly eligible for and have taken up full or reduced offers of childcare between 1 April and 31 March 2013. The percentage shown is the number of children taking up childcare as a percentage of the number of offers made to newly eligible children. The majority of offers taken up are full (more than 90 per cent). Note that in one Local Authority the count of childcare offers taken up was higher than the number of offers made to newly eligible children, and in addition the numbers of offers exceeded the numbers of eligible children in several cases. These apparent discrepancies are because the number eligible reflect only those eligible at the start of each term, excluding any children moved into the Flying Start Areas during each term and who were subsequently offered a place. This has been addressed for future data collections, where the numbers eligible will also include those who move into the area during each term.

An offer is made in the term of the child's 2nd birthday and is taken up or otherwise. The provision will only start in the following term and attendance will not necessarily reflect take-up as a place may not be attended even if taken up (accepted).

Flying Start children within one age band / meeting or exceeding their development milestones at age two / three years, as measured by a standard development assessment tool: the figure is the number of Flying Start children, aged between 23 and 25 months / 35 and 37 months, who have been assessed by Health Visitors and either within one age band/meeting or exceeding the developmental norms for this age. The figure relates to children of this age who were assessed between 1 April 2012 and 31 March 2013. The Flying Start Health Visitor assesses each child in receipt of Flying Start services using an appropriate Welsh Government approved developmental assessment tool. This tool assesses a child's development across key areas relating to movement, manipulation, visual, hearing, speech and language, and social interaction, comparing the child's progress with a norm derived from a standard reference group of children of a similar age.

The Data Monitoring return captures the numbers of children within one age band or meeting or exceeding norms for their age in relation to seven skill areas. For example if a child scores at or above the norms for their age for all seven skill areas, they are counted as meeting or exceeding developmental norms. However, if that child scores below norms but within one age band in one or more skill areas, then they will be counted overall as within one age band of norms for their age. The children who are more than one age band below in any of the seven skill areas are counted as being outside one age band as a whole and are also shown in this release.

A developmental age of one age band below the age-appropriate band is not generally considered to be important in terms of identifying developmental delay or abnormality in an individual child and whilst Health Visitors will often determine that children who are assessed to be more than one age band below developmental norms require additional support, such a decision will be based on their professional judgement in respect of that child alone. Therefore the numbers of children shown here as more than one age band below is only an approximation of the number children requiring additional support. Outside Flying Start areas, a range of assessment tools are used according to the preference of individual health boards. Therefore whilst statistics can be presented relative to the norm in the Flying Start areas, it is not currently possible to draw comparisons with children living in non-Flying Start areas.

The data quality exercise referred to above has emphasised the importance of considering not only the children who have met or exceeded their developmental milestones but also those who are within one age band below milestones. This is because one age band below a milestone is not usually considered to be of concern in a child's development and also because a high proportion of children who do not meet or exceed the milestones only do so by being below milestones in a minority of skill areas. In fact a single point on the scale in any one skill area can be the difference between a child meeting, or being just below the milestones. The scope for variation around the milestone itself is therefore much greater than it is around the point one age band below, and such variation is potentially misleading when looking at differences between local authorities, especially where data are based on a small number of cases (in for example the smaller Flying Start programmes).

Further information on child development can be found here:

[The Child Surveillance Handbook - Health For All Children](#)

National databases

The list of postcodes provided by the Flying Start programme has been used to identify children of the relevant age on both the Pupil Level Annual School Census (PLASC) and the National Community Child Health Database (NCCHD). It should be noted that biases may be created where children who have received Flying Start services had moved at some stage and were counted on national databases outside the Flying Start postcodes areas or where not all children took up Flying Start services.

For further information about the annual School Census, PLASC, see:

<http://wales.gov.uk/topics/statistics/headlines/schools2012/120711/?lang=en>

The PLASC covers all maintained schools in Wales. Pupils are included in PLASC if they are on roll at any maintained school in Wales. This will include pupils who live in England. Pupils who live in Wales but go to school in England are not included (they will be counted in the annual school census in England). Pupils in independent schools are not counted. The NCCHD counts children where they are resident, and these small definitional differences should be noted when analysing table 3 and chart 6.

We published a bulletin in 2010 that analysed cross border flows of pupils. It showed that annually some 1,700 pupils live in England but go to school in Wales (these will be counted in PLASC), and almost 2,000 live in Wales but go to school in England (these will not be counted in PLASC). The majority of these live in four authorities – Flintshire, Wrexham, Powys and Monmouthshire. The bulletin can be found here:

<http://wales.gov.uk/topics/statistics/headlines/post16education2010/100421/?lang=en>

The National Community Child Health Database (NCCHD) is Wales' national community child health database and consists of anonymised records for all children born, resident or treated in Wales and born after 1987. It brings together data from local Child Health System databases which are held by Local Health Boards.

For further information about the National Community Child Health Database see:

<http://wales.gov.uk/topics/statistics/headlines/health2012/120724/?skip=1&lang=en>

and

<http://www.infoandstats.wales.nhs.uk/page.cfm?orgid=869&pid=40968>

The following statistics are derived from national databases.

Children living in areas in receipt of Flying Start services, aged 3, who were recorded on school rolls: this statistic relates to children living in Flying Start areas who were aged 3 as at 31 August 2011 and also recorded on school rolls as reported by the Pupil Level Annual School Census (PLASC) as at 31 January 2012. It is presented as a percentage of all children aged 3 as at 31 August 2011, who were living in areas in receipt of Flying Start services identified according to postcodes included in the programme and recorded on the National Community Child Health Database as at 31 January 2012. In 2011-12, 106 children resident in postcodes which were partially included in the programme have been apportioned according to the proportions of dwellings included in Flying Start. Note that not all children in a Flying Start area may take up the services offered.

Children living in areas in receipt of Flying Start services who are fully immunised by age 4: this statistic relates to children reaching their 4th birthday during 2011-12 (between 1 April 2011 and 31 March 2012) and measures the percentage of children living in areas in receipt of Flying Start services who were fully up to date with their immunisations by their 4th birthday. Children living in areas in receipt of Flying Start services are identified according to postcodes included in the programme and recorded on the National Community Child Health Database. In 2011-12, 116 children resident in postcodes which were partially included in the programme have been apportioned according to the proportions of dwellings included in Flying Start. Note that not all children in a Flying Start area may take up the services offered.

The composite measure of fully immunised by 4 years of age uses the following immunisations as proxy: the 5 in 1 primary immunisation (dose 3), the Hib/MenC booster, the pneumococcal conjugate booster, MMR dose 2 and the 4 in 1 preschool booster.

The analysis of immunisation data was done by Public Health Wales Communicable Disease Surveillance Centre and Vaccine Preventable Disease Programme.

For further information on immunisation coverage see Public Health Wales COVER reports at: <http://www.wales.nhs.uk/sites3/page.cfm?orgid=457&pid=54144>

Users and uses:

The aim of these statistics is to present data which is available from a routine administrative source together with national databases in an accessible format providing a statistical summary for the Flying Start programme.

We believe the key users of these statistics are:

- Ministers and the Members Research Service in the National Assembly for Wales;
- Flying Start Programme and local teams
- Local Authorities;
- the research community;
- students, academics and universities;
- individual citizens;
- NHS organisations.

The statistics are used in a variety of ways. Some examples of the uses include:

- Advice to Ministers;
- to inform debate in the National Assembly for Wales and beyond;
- to make publicly available data on the Flying Start programme for monitoring, benchmarking and improvement;
- to provide additional contextual information for Programme for Government indicators;
- to help further develop policy in the area of tackling poverty in Wales.

Programme for Government Indicators

TR038: Number of children benefiting from Flying Start coverage

Number of children benefiting from Flying Start nursery provision

Percentage of children living in areas benefiting from Flying Start who are fully immunised by age 4

Percentage of Flying Start children reaching their developmental milestones at age three years, as measured by a standard developmental assessment tool.

Further information on the Programme for Government can be found at:

<http://wales.gov.uk/about/programmeforgov/?lang=en>

Tackling Poverty indicator

By 2016, increase the proportion of 3 year olds receiving Flying Start services that have achieved or exceeded their developmental milestones by 5 percentage points.

Further information about the Welsh Government Tackling Poverty Action Plan can be found at:

<http://wales.gov.uk/topics/socialjustice/publications/taking-forward-tack-pov-plan/?lang=en>

We welcome comments from users of our publications on content and presentation. If you have any comments or require further information, please contact:

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E-mail: stats.healthinfo@wales.gsi.gov.uk

FLINTSHIRE COUNTY COUNCIL

REPORT TO: **CABINET**

DATE: **TUESDAY, 18 MARCH 2014**

REPORT BY: **DIRECTOR OF LIFELONG LEARNING**

SUBJECT: **SCHOOL ADMISSION ARRANGEMENTS 2015**

1.00 PURPOSE OF REPORT

1.01 To advise members of the outcome of the statutory consultation exercise on the admission arrangements for September 2015 and to recommend approval.

2.00 BACKGROUND

2.01 Members will be aware that the local authority is required each year to undertake a statutory consultation exercise on its admission arrangements for the following year. For September 2015, the authority must have determined its arrangements by 15 April 2013 and the consultation must be concluded by 1 March 2013. Statutory consultees are the governing bodies of all schools, admission authorities for all other maintained schools in the area, the diocesan authorities and neighbouring authorities.

2.02 Consultation must cover the full admission arrangements, including the admissions policy, over-subscription criteria, the timetable for admissions and the Admission Numbers for each school. This information is attached as Appendices 1 and 2.

3.00 CONSIDERATIONS

3.01 The current admission arrangements have been in place since 2003 and the vast majority of parental preferences (98%) continue to be met in Flintshire. The number of admission appeals has increased in recent years, as detailed in the table below:

Year	Secondary	Primary	Total
2011/12	41	39	66
2012/13	21	97	118
2013/14*	46	66	112

* to date

However, based on projected numbers on roll, it is anticipated that the number of appeals in both the secondary and primary sectors will

decrease slightly in 2014/15. It is expected that over-subscription will continue at a small number of schools in some areas of the County, largely as a consequence of parental preference.

3.02 There are no changes proposed to the current admissions policy or oversubscription criteria. However, as a result of a revised School Admissions Code issued by the Welsh Government in July 2013, the opportunity has been taken to update the admissions arrangements to reflect these changes. These include the following:

- The inclusion of “previously looked after children” alongside “looked after children” as the first criterion in all instances;
- Where a school is over-subscribed, a waiting list must be maintained until 30th September as a minimum
- The date for the offer of places in Secondary schools (the common offer date) must be 1st March from 2015/16, and
- The common offer date for places in primary schools must be 16th April from 2018/19.

The Code also includes guidance on additional exceptions to class size legislation, the requirement for other admission authorities to send a copy of their “determined” arrangements to the local authority by 1st June at the latest, and more opportunities to vary existing admission arrangements without the need to seek approval from Welsh Ministers.

3.03 The admissions timetable has been drawn up in consultation with neighbouring authorities and takes in to account factors such as allowing parents sufficient time to visit schools and express their preferences, the time needed to process applications, chase up late applications, etc. The timetable takes on board the common offer dates referred to above.

3.04 Following consultation with all the Headteachers, there are changes proposed to several schools’ Admission Numbers (the Admission Number being the maximum number of pupils that should be admitted to an individual year group). These are:

Ysgol Glan Aber – increase from 15 to 20, in order to meet demand from the local area;

Lixwm Primary – increase from 9 to 10, as a result of a slight change in teaching space;

St Mary’s Catholic Primary, Flint – increase from 43 to 45, in order to meet demand from the local area.

Westwood Primary, Buckley – increase from 32 to 39, in order to meet demand in the Buckley area.

Pentrobin St John the Baptist School – increase from 12 to 15, in order to meet demand.

These changes are included in Appendix 2.

- 3.05 The statutory consultation exercise was carried out between 6 January and 14 February 2014. One comment was received from a Primary Headteacher expressing concern that in the light of Welsh Government's emphasis on transition arrangements between primary and secondary schools, the admissions criteria should include "feeder schools". Due to parental preference, it is often the case that pupils from outside the local area may attend a primary school and yet are not necessarily admitted to the secondary school with the majority of the cohort. The Headteacher points out that this is frustrating for the secondary school too in terms of the transition work carried out in Years 5, 6 and 7.

In response to this, it must be noted that in accordance with the School Admissions Code any transition arrangements agreed between primary and secondary schools are entirely separate from admissions. In addition, the reasons why the admissions policy was changed in 2003 from "feeder school" to one based on distance from home address to school was to address increasing over-subscription at certain secondary schools and this has been successful. Although there continues to be over-subscription at a small number of schools, the number of appeals is relatively low when compared to some other authorities. The current admissions criteria support the policy of pupils attending their nearest school.

4.00 RECOMMENDATIONS

- 4.01 That the proposed admission arrangements for 2015/16 be approved.

5.00 FINANCIAL IMPLICATIONS

- 5.01 There are no direct financial implications arising from this report.

6.00 ANTI POVERTY IMPACT

- 6.01 None

7.00 ENVIRONMENTAL IMPACT

- 7.01 The capacity assessments for schools ensure that the use of teaching space and other rooms is accurately and consistently calculated and provide useful information relating to surplus spaces or over-subscription.

8.00 EQUALITIES IMPACT

8.01 All parents have an opportunity to express a preference for a particular school and all applications are dealt with in an open and transparent manner in accordance with the School Admissions Code.

9.00 PERSONNEL IMPLICATIONS

9.01 None

10.00 CONSULTATION REQUIRED

10.01 No further consultation is required.

11.00 CONSULTATION UNDERTAKEN

11.01 All statutory consultees have been consulted regarding the admission arrangements for 2015/16.

12.00 APPENDICES

Appendix 1 - Admission Arrangements 2015/16

Appendix 2 - Admission Numbers

**LOCAL GOVERNMENT (ACCESS TO INFORMATION ACT) 1985
BACKGROUND DOCUMENTS**

Contact Officer: Ian Budd

Telephone: 01352 704011

Email: ian.budd@flintshire.gov.uk

1	2	3	4	5	6	7
School Number	School Name Primary	Type of School	Welsh Indicator	Age Range	Capacity F/T	Planned Admission Number
2237	Abermorddu C.P.	C		3-11	234	29
2021	Bagillt (Merlllyn C.P.)	C		3-11	196	25
2078	Bagillt (Ysgol Glan Aber C.P.)	C		3-11	148	20
2027	Broughton Primary	C		3-11	450	60
2083	Brynford C.P.	C		3-11	58	8
2051	Buckley (Mountain Lane C.P.)	C		3-11	409	58
2056	Buckley (Southdown C.P.)	C		3-11	382	54
3002	Buckley (Westwood CP)+	C		3-11	294	39
2081	Caerwys (Ysgol yr Esgob Aided)	V.A		3-11	97	12
2013	Carmel (Ysgol Bro Carmel C.P.)	C		3-11	180	25
2017	Cilcain (Ysgol y Foel C.P.)	C		3-11	95	12
3308	Connah's Quay (Bryn Deva C.P.)	C		3-11	283	40
2094	Connah's Quay (Golffyn C.P.)	C		3-11	404	57
2022	Connah's Quay (Wepre Lane C.P.)	C		3-11	307	43
3303	Connah's Quay (Ysgol Caer Nant)	C		3-11	360	51
2266	Drury C.P.	C		3-11	136	17
2044	Ewloe Green C.P.	C		3-11	349	49
2043	Ffynnongroew (Ysgol Bryn Garth C.P.)	C		3-11	131	17
2032	Flint (St.Mary's R.C.)	V.A		3-11	346	45
2040	Flint (Ysgol Croes Atti C.P.)	C	*	3-11	235	29
2026	Flint Cornist C.P.	C		3-11	289	41
2092	Flint Gwynedd C.P.	C		3-11	511	70
2064	Flint Mountain (Ysgol Maes Edwin C.P.)	C		3-11	76	10
2050	Greenfield C.P.	C		3-11	228	32
2015	Gronant C.P.	C		3-11	153	20
2004	Gwernaffield (Ysgol y Waun C.P.)	C		3-11	121	15
2041	Gwernymynydd C.P.	C		3-11	88	11
3330	Gwespyr Picton (Ysgol Gymraeg Mornant C.	C	*	3-12	119	15
3307	Hawarden (Ysgol Penarlwg C.P.)	C		3-11	220	28
2049	Hawarden Village School	C		3-11	459	60
2082	Higher Kinnerton	F		3-11	228	28
2269	Holywell (Perth y Terfyn Infants C.P.)	C		3-7	110	36
3316	Holywell (St.Winefride's R.C.)	V.A		3-11	206	26
2257	Holywell (Ysgol Gwenffrwd C.P.)	C	*	3-11	278	36
2068	Holywell (Ysgol y Fron Juniors C.P.)	C		7-11	194	48
3320	Hope (Ysgol Estyn C.P.)	C		3-11	249	30
2018	Leeswood (Ysgol Derwenfa C.P.)	C		3-11	179	22
2024	Lixwm C.P.	C		3-11	81	10
2023	Llanfynydd C.P.	C		3-11	86	11
2061	Mold (St.David's R.C.)	V.A		3-11	158	20
5200	Mold (Ysgol Bryn Coch C.P.)	C		3-11	599	85
2084	Mold (Ysgol Bryn Gwalia C.P.)	C		3-11	252	33
2085	Mold (Ysgol Glanrafon C.P.)	C	*	3-11	287	41
2042	Mostyn (Ysgol Bryn Pennant C.P.)	C		3-11	111	14
2052	Mynydd Isa Primary School	C		3-11	469	67
2003	Nannerch Controlled	V.C		3-11	114	15
2091	Nercwys VA	V.C		3-11	51	6
2270	Northop (Ysgol Owen Jones C.P.)	C		3-11	147	19
2062	Northop Hall C.P.	C		3-11	222	30
2077	Pentrobin Aided	V.A		3-11	125	15
2063	Penyffordd C.P. School	C		3-11	271	37
3311	Queensferry C.P.	C		3-11	180	25
3332	Rhosesmor (Rhos Helyg C.P.)	C		3-11	185	24
2093	Saltney (St.Anthony's R.C.)	V.A		3-11	171	21
2053	Saltney (Wood Memorial C.P.)	C		3-11	231	30
2268	Saltney Ferry C.P.	C		3-11	252	33
3333	Sandycroft C.P.	C		3-11	337	45
2086	Sealand C.P.	C		3-11	215	30
3312	Shotton (St.Ethelwold's Aided)	V.A		3-11	107	15
2002	Shotton (Taliesin Juniors C.P.)	C		7-11	198	49
2267	Shotton (Venerable Edward Morgan R.C.)	V.A		3-11	297	40
2089	Shotton Infants C.P.	C		3-7	163	50
2046	Sychdyn C.P.	C		3-11	177	25
2012	Trelawnyd Aided	V.A		3-11	121	15
3306	Trelogan C.P.	C		3-11	80	10
2065	Treuddyn (Ysgol Parc y Llan C.P.)	C		3-11	117	15
2028	Treuddyn (Ysgol Terrig C.P.)	C	*	3-11	103	13
3331	Whitford Aided	V.A		3-11	115	15
					14824	

Secondary

4006	Alun High School			11-18	1768	250
4042	Argoed High School			11-16	580	116
4017	Castell Alun High School			11-18	1240	211
4022	Connah's Quay High School			11-18	1102	198
4012	Elfed High School			11-18	1075	186
4011	Elfed High School			11-18	1037	175
4021	Flint High School			11-18	797	143
4000	Hawarden High School			11-18	1145	195
4019	John Summers High School			11-18	565	104
4013	St. David's High School			11-18	687	117
4600	St. Richard Gwyn High School			11-18	1000	173
4018	Ysgol Maes Garmon			11-18	711	120

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Timetable 2014/15

Admission Phase	Admission packs available to parents w/c	Parents' consideration period	Closing date for receipt of completed forms	Allocation period by LA/admitting authority	Parents informed by:
Secondary	01/09/14	01/09/14-24/10/14	24/10/14	27/10/14 – 30/01/15	01/03/15
Reception, Infants to Juniors	29/09/14	29/09/14 – 28/11/14	28/11/14	01/12/14 – 06/03/15	16/04/15
Nursery	05/01/15	05/01/15 – 20/02/15	20/02/15	23/02/15 – 02/04/15	15/05/15

Application forms must be returned to the Local Authority by the closing date. Your child may have less opportunity to be allocated to your preferred school if your application is received after the closing date.

Late Applications

Late applications will be considered after those received by the closing date, unless the Local Authority considers that there are good reasons for the application form being late which must be included with the application form. For example, exceptional medical reasons preventing an earlier application, recent move of house – supporting evidence must be provided. If the Admission Number for the requested school has been reached, parents will be offered the right to an appeal. All late applications will be ranked in accordance with the admission criteria and any places which become available will be offered to the highest ranking applicants up to the end of the allocation period.

The Process for offering school places

If you apply for a place at a Flintshire community school pupils will be admitted unless applications exceed the Admission Number for that school. When this occurs, the Local Authority applies the published admission criteria to rank all preferences expressed to see who can be offered a place. All preferences received will be considered on the basis of equal preferences. This means parents may express a number of preferences that will be considered in the same way without reference to a preference ranking. If a place can be offered at more than one of the preferences expressed (because a preferred school is undersubscribed or because the applicant has a high enough priority against the criteria for an oversubscribed school, or because a school receives the same number of applications as the number of places available), the place offered will be for the school ranked highest on the application.

If you express a preference for a voluntary aided school or foundation school in Flintshire the relevant school will be sent your details. The timetable for admissions (above) also applies to voluntary aided and foundation schools. These schools are responsible for considering your child's application against others received in accordance with their own admission criteria. The school governors should use the school's own admission criteria to rank applications and make offers of places. Any preferences not met will be returned to the local authority and will be treated equally with other preferences expressed for Flintshire Community Schools.

Please note neighbouring local authorities' timetables may be different to that above but Flintshire will work closely with neighbouring LAs to coordinate admission arrangements. If the school for which you wish to express a preference is in another county please contact the respective Local Authority to ensure you do not miss the closing date.

Denbighshire County Council
 County Hall
 Wynnstay Road
 Ruthin
 Denbighshire
 LL15 1YN
 Tel: 01824 706101

Wrexham County Borough Council
 Children and Young People Service
 3rd Floor
 Lampbit Street
 Wrexham
 LL11 1AR
 Tel: 01978 295425

Cheshire West & Chester Authority
Children and Young People's Services
School Admissions
Wyvern House, The Drummer
Winsford, Cheshire CW7 1AH
Tel: 0300 123 7039

Policy for Admissions to Schools

The County Council, as the Local Authority, is responsible for determining the arrangements for admissions to all Community Primary, Welsh Medium Primary, Secondary, Welsh Medium Secondary, Special Schools and Voluntary Controlled Schools. The Local Authority will consult annually with school Governing Bodies and the Diocesan Education Authorities in relation to admissions.

The Local Authority will comply with statutory requirements and the Welsh Government School Admissions Code and will take account of the expression of parental preference in the context of its duty to ensure the provision of effective education and the efficient use of education resources. When considering applications, the local authority will observe the provisions of the School Admissions Code which states that admission authorities should admit to the school's admission number and will rarely be able to prove prejudice as a ground for refusing an additional pupil while the numbers remain below the admission number. In the case of sixth form admissions, applications may be made by either the parent or the young person or both

The Local Authority will comply with its duty to ensure the provision of effective education and the efficient use of resources. In so doing, the Local Authority will have regard to the total resources, including accommodation and staffing, available to each school and any constraints imposed by the school organisation and curriculum. It will also consider the resource implications for the authority and impact on other education policies.

The Admission Number for each school relates to the number of children that can be admitted to each year group during the school year. The Admission Number for each school is calculated using the capacity assessment method in the Welsh Government's guidance document "Measuring the Capacity of Schools in Wales". All school Admission Numbers are included on the 'Schools List'.

The Local Authority will not expand a school to meet demand which does not comply with the admissions criteria.

When a parent gives fraudulent or intentionally misleading information in order to obtain a place at a school for their child, the Local Authority reserves the right to withdraw the offer of a place. Where a place is withdrawn on the basis of misleading information, the application must be considered afresh and a right of appeal offered if a place is refused.

Admissions Procedure

The annual admissions procedure applicable to the relevant age group includes the following stages:

- Publication of the 'Guide to Education Services'.
- Arrangements to enable parents to express a preference for a school they wish their child/children to attend, and, in the case of sixth form admissions, expression of a preference by either a parent or a young person or both. By law, parents who express a preference are given priority for admission over those who do not. If a parent does not express a preference, it is less likely that the child will be offered a place at the preferred school.
- Consideration of preferences in accordance with the admissions criteria, up to the Admission Number for each school.

Please Note

Expressing a preference does not guarantee a place at your chosen school if that school is oversubscribed. If more parents apply for places at the school than the number of places

available, the Authority will apply the oversubscription criteria for allocating places as set out in the policy.

Welsh Language Policy for all schools

The Authority's Welsh Language Policy aims to ensure that all pupils reach a standard of bilingualism. It will be the responsibility of the Authority, in conjunction with the Headteacher and the School Governors, to ensure the teaching of both Welsh and English is in accordance with National Curriculum requirements.

Primary Education will be provided for all children mainly through the medium of English, or mainly through the medium of Welsh.

Secondary Education will be provided for all children mainly through the medium of English, or mainly through the medium of Welsh. To ensure continuity with the primary schools, Welsh will be taught as a second language in all secondary schools where the main medium of instruction is English.

Flintshire County Council, working in partnership with schools will provide parents with full information and understanding of the advantages of Welsh medium education and the opportunities which exist within Flintshire, explaining clearly that

- there is no need for parents to be Welsh speakers for their children to take advantage of this opportunity
- receiving education in a designated Welsh medium school enables pupils to become fully bilingual
- there are intellectual advantages to being equally fluent in two languages

Pupils who have received their education through the medium of Welsh in primary school transfer to the Welsh medium Secondary School (Ysgol Maes Garmon) at Key Stage 3. Pupils can transfer from English medium primary schools to the Welsh medium Secondary School where they will be offered the immersion scheme that is available at the end of Year 6 and all the way through Year 7. For further details about the scheme please contact Ysgol Maes Garmon Tel: 01352 750678

Admission Phases

Early Entitlement to Education

A part-time education place is available for every child the term after his/her third birthday.

Children born in...	Entitled to...
Autumn Term	2 terms of educational provision (Spring and Summer)
Spring Term	1 term of educational provision (Summer)

Children born in the Summer term receive their education entitlement in the school nursery classes in the Autumn term after their 3rd birthday. Parents may state a preference for an approved setting which may be a pre school playgroup (English or Welsh), a private day nursery, a 'network' childminder or school nursery class. Applications for early entitlement are made directly to the setting. Forms are available all year.

Notes:

- 1. Admission to an Early Entitlement setting at a particular school does not guarantee subsequent admission to nursery at that school.**
- 2. No transport is provided.**

For further information on approved settings please contact:
The Early Years Advisor, Tel: 01352 704104.

Nursery

Local Authorities in Wales have a duty to provide sufficient nursery places in their area.

A child becomes eligible for a place at a nursery class in the September following the child's 3rd birthday. Nursery education is not compulsory and parents have no right of appeal regarding nursery admissions under the School Standards and Framework Act 1998.

Nursery schooling in all schools/units will be provided on the basis of 5 x 2.5 hour sessions per week for each child.

Parents may express a preference for any nursery irrespective of where the child's home is in relation to the school. However, expressing a preference does not guarantee a place at that nursery.

In the event of oversubscription, applications for nursery places will be dealt with by applying the oversubscription criteria in respect of primary schools as set out in this Guide.

When making the decision about the 'nearest suitable school' the Authority will accept only the pupil's home address and not that, for example, of childminder or grandparents. Parents will be asked to provide official documentation showing home address. Parents are advised that a school place may be lawfully withdrawn if the information given on their application form is fraudulent or misleading.

Application forms for nursery school admission are available from the Admissions Team, all nursery/infant/primary schools and on www.flintshire.gov.uk/schools/schooladmissions. The forms will be available according to admissions timetable as set out in this Guide.

Notes:

- 1. Admission to a nursery class at a particular Infant or Primary School does not guarantee subsequent admission to reception class at that school.**
- 2. No transport provided.**

Primary

The Authority will admit a child to a maintained infant/primary school at the beginning of the school year if the child has achieved his/her 4th birthday on or before August 31st of that calendar year.

A Parental Preference Form will be made available for parents (*please see timetable for admissions*), and parents are invited to express a preference for one or more schools and may give a reason for the preference/s.

Once a reception place has been offered and accepted, parents may defer their child's entry until the start of the term following the child's 5th birthday. Parents are not able to defer entry beyond this point, or beyond the academic year for which the original application was accepted.

For pupils transferring from infant to junior school a parental preference form will be sent to each parent/guardian. Parents may express a preference for their nearest junior school or may express a preference for another school, which will be processed in accordance with the admissions criteria.

In accordance with legislation, infant class sizes (Reception, Year 1 and Year 2) are restricted to a limit of no more than 30 per school teacher. In respect of junior classes (Year 3 to Year 6), the target is no more than 30 per school teacher.

Oversubscription Criteria

All pupils will be admitted if the Admission Number has not been reached. However, if the Admission Number has been reached, applications will be considered against the oversubscription criteria, which are listed in priority order.

Criteria to be applied in order of priority by the Local Authority for admission to Nursery, Infant, or Primary Schools:

- a) the LA will consider the needs of a 'looked after child' (child in care) and 'previously looked after child'

- b) pupils for whom the preferred school is the nearest appropriate school to the pupil's home address
- c) pupils who have expressed a preference for a school which is not the nearest to their home address will be admitted if they have a sister or brother attending the preferred school
- d) pupils for whom the preferred school is not the nearest to their home address

Tie-breaker

If there are more applicants than places in any of the above categories, priority will be given to applicants living nearest the school, measured from the child's home address to the recognised main entrance of the school.

If the authority is unable to comply with the parental preference(s) expressed then the parent will be offered a place at the next nearest appropriate school with an available place.

Where a school is named in a Statement of Special Educational Needs, the local authority has a duty to admit the child to that school. Where the number of applications on behalf of other pupils is equal to or less than the number of places remaining, all applications will be agreed. However, where the number of applications exceeds the number of places remaining, the oversubscription criteria will be applied.

Junior School

Parents of pupils transferring from Infant to Junior School will be given the opportunity to express a preference and places will be allocated using the following criteria:

- a) the LA will consider the needs of a 'looked after child' (child in care) and 'previously looked after child'
- b) pupils for whom the preferred school is the nearest appropriate school to the pupil's home address
- c) pupils who have attended the 'feeder' infant school and for whom the preferred school is the nearest appropriate school
- d) pupils who have expressed a preference for a school which is not the nearest to their home address will be admitted if they have a sister or brother attending the preferred school
- e) pupils who attend the 'feeder' infant school but for whom the preferred school is not the nearest to their home address
- f) pupils for whom the preferred school is not the nearest to their home address

Tie-breaker

If there are more applicants than places in any of the above categories, priority will be given to applicants living nearest the school, measured from the child's home address to the recognised main entrance of the school.

If the authority is unable to comply with the parental preference(s) expressed then the parent will be offered a place at the next nearest appropriate school with an available place.

Where a school is named in a Statement of Special Educational Needs, the local authority has a duty to admit the child to that school. Where the number of applications on behalf of other pupils is equal to or less than the number of places remaining, all applications will be agreed. However, where the number of applications exceeds the number of places remaining, the oversubscription criteria will be applied.

Secondary

Pupils will normally be transferred from a primary to a secondary school in the September following their eleventh birthday.

A Parental Preference Form will be made available for parents (*please see timetable for admissions*), and parents are invited to express a preference for one or more schools and may give a reason for the preference/s.

All pupils will be admitted if the Admission Number has not been reached. However, if the Admission Number has been reached, applications will be considered against the oversubscription criteria, which are listed in priority order.

Criteria to be applied in order of priority by the Local Authority for admissions to Secondary Schools:

- a) the LA will consider the needs of a 'looked after child' (child in care) and 'previously looked after child'
- b) pupils for whom the preferred school is the nearest appropriate school to the pupil's home address
- c) where a preference is expressed for a school other than the nearest to a pupil's home address, where an older brother or sister is registered and will still be attending when the younger sibling will be starting, the younger sibling will be admitted to that school. The 'sibling rule' will only be applied for the statutory period of education i.e. between the Years 7-11 to enable the Local Authority to plan the provision of school places.
- d) where a preference has been expressed for a school other than the nearest to a pupil's home address and there is no brother or sister attending that school, pupils will be admitted in order of proximity to that alternative school and up to its Admission Number.

Tie-breaker

If there are more applicants than places in any of the above categories, priority will be given to applicants living nearest the school, measured from the child's home address to the recognised main entrance of the school.

If the authority is unable to comply with the parental preference(s) expressed, then the parent will be offered a place at the next nearest appropriate school with an available place.

Where a school is named in a Statement of Special Educational Needs, the local authority has a duty to admit the child to that school. Where the number of applications on behalf of other pupils is equal to or less than the number of places remaining, all applications will be agreed. However, where the number of applications exceeds the number of places remaining, the oversubscription criteria will be applied.

The nearest appropriate school is interpreted as:

- (a) the school nearest to the child's home measured from child's home address to the recognised main entrance of the school.**
- (b) the nearest Welsh medium school where parents wish their children to receive their education through the medium of Welsh.**
- (c) the nearest Denominational school where parents wish to have their children educated in a denominational school.**

The Council uses Routefinder, a network analysis system fully integrated into the Geographical Information System (GIS) software, to calculate home to school distance in miles. The shortest route is calculated from an applicant's home address to the recognised main entrance of the school.

It should be noted that transport will only be provided in accordance with the Council's Transport Policy.

Sibling (brother/sister)

A sibling is defined as a full, half, step, foster or adopted brother or sister living together as one household at the same address and where the elder sibling is of statutory school age and will still be registered at the preferred school (or, in the case of an infant school, attending the partner junior school) when the younger child is eligible to attend. In considering siblings, first priority will be given to applications from multiple birth children.

Multiple Birth Children

Twins, triplets, quadruplets, etc, residing at the same address and applying for places in the same year group will be given priority for admission in the main admissions round under the 'sibling' criteria. If it is not possible to offer places to all multiple birth children residing at the same address and applying for places in the same year group, the Authority will offer places for all of those multiple birth children at the next nearest appropriate school with available places.

Admissions to schools other than those maintained by the LA

Parents wishing to express a preference for a school in a county other than Flintshire should still use the Flintshire preference form and it will be passed to the relevant Local Authority, with the exception of Cheshire West and Chester Council who request you contact them directly. Please be aware of each Authority's admission timetable and closing dates.

Notifying Parents

The outcome of an application for admission will be notified to parents in writing. Where the application has been refused, the letter will set out the reasons for the decision and the right of appeal and a return proforma will be sent. Parents will be asked to decide by a specified date one or more of the following options:

- Place child's name on a waiting list
- Proceed to appeal and place child's name on a waiting list
- Accept the place offered at an alternative school for which preference has been expressed
- Make a new application for an alternative school.

Waiting Lists

Waiting lists for oversubscribed schools will be prepared and will consist of those children whose parents have specifically requested in writing (including email) to be placed on the school's waiting list, those for whom an appeal form has been received and any late applications. Waiting lists will be maintained until 30 September in the school year concerned. After that date, any parents still wishing to be considered for a place must specifically request in writing to remain on a waiting list.

If any places become available while the waiting list is in operation, and before any appeals are heard, they will be allocated to applicants on the waiting list in accordance with the oversubscription criteria. Placing a name on a waiting list, however, is not a guarantee of an eventual place at the school applied for and also does not affect the parent's right of appeal.

Admission of Pupils from outside Flintshire

Pupils applying for admission to a school in Flintshire who do not reside in Flintshire will be offered a place at a school in accordance with the admissions policy.

Change of School within Flintshire at times other than normal transfer points

Schools in Flintshire have an agreed protocol for transfers from one nominated school to another other than at the normal transition point. A parent seeking such a transfer should initially speak to the headteacher of the child's current school to discuss the reasons for that transfer. If, following this discussion, the parent wishes to continue the process, contact should then be made with the

headteacher of the new school. Headteachers will refer parents to the Local Authority particularly in cases where pupil numbers in the new school have exceeded the Admission Number in the appropriate year group. In such circumstances admission to the new school may be refused. Parents who are dissatisfied with this may give notice of appeal, as outlined below.

Admissions other than at normal entry point

For pupils moving into the area at times other than the normal admission round (September of each year), the Local Authority will endeavour to meet parental preferences as far as possible. Where a school is oversubscribed, parents will be offered a place at an alternative school. The parent may then accept the alternative placement, or may give notice of appeal.

Appeals Procedure

If the Authority is unable to comply with the parental preference the parent will be given the reason in writing and offered a place at another school. The parent may then accept the alternative placement and may give notice of appeal. Information on how to appeal will be provided. Details describing the appeals procedure are also available on www.flintshire.gov.uk/schools/schooladmissions. Alternatively, please contact the Access Officer on 01352 704068.

Appeals must be made in writing giving reasons, and sent to the Access Officer. The Authority will initiate the appeals procedure. Appeals will be heard within 30 school days of the appeal being received in writing (or within 30 working days if received during school summer holidays). Every effort will be made to hear appeals as quickly as possible. The parents, or parent accompanied by a friend if desired, will be given an opportunity to appear before an Independent Appeal Panel. The decision of the Independent Appeal Panel will be notified to the parent in writing and is final and binding on all parties.

Provision for Children with Additional Needs

The Authority must have regard to the Code of Practice for Special Educational Needs when identifying, assessing and providing for children with additional needs. Some children may require special educational provision which is over and above that which a mainstream school could reasonably be expected to provide. The Local Authority will assess the needs of such pupils in accordance with the guidelines laid down by the Code of Practice. Where the assessment indicates this to be necessary, it will arrange for extra provision to be made for them. This provision will be included in a statement of special educational need for the child concerned. This document is negotiated with parents and schools. It states the child's needs and how and where those needs will be met.

All Governing Bodies have a Governor with responsibility for the Special Needs Policy, which parents are entitled to see. Each school has an Additional Needs Co-ordinator who oversees the day to day operation of the policy. Parents who wish to discuss any aspect of their child's additional educational needs should first contact his or her Headteacher.

Admissions to Special Schools

Special Schools will normally only admit pupils with a statement of special educational need issued under the 1996 Education Act. In exceptional circumstances, they will admit pupils who are being assessed under the 1996 Education Act. The statementing procedure is administered by the Inclusion Service at County Hall. (Telephone: 01352 704028/704029)

FLINTSHIRE COUNTY COUNCIL

REPORT TO: **CABINET**

DATE: **TUESDAY, 18 MARCH 2014**

REPORT BY: **DIRECTOR OF LIFELONG LEARNING**

SUBJECT: **OUTCOME OF CONSULTATION OF LOWERING THE AGE RANGE OF QUEENSFERRY PRIMARY SCHOOL FROM 4-11 TO 3-11**

1.00 PURPOSE OF REPORT

- 1.01 To report to members the outcome of the consultation on the lowering of the age range of Queensferry Primary School from 4-11 to 3-11 from September 1st 2014 in order to integrate a nursery provision.

2.00 BACKGROUND

- 2.01 Previous consultations have been held in relation to the proposed establishment of a 3-16 age range school on the site of the existing John Summers Secondary School and Queensferry Primary School. The proposals published in the statutory notice in July 2013 propose that the new school be established in September 2016. The proposal also includes the closure of the Croft nursery school and the transfer of nursery provision to St. Ethelwold's Vouluntary Aided Church in Wales Primary School and to Queensferry Primary School.
- 2.02 As Queensferry Primary currently has no nursery, it was necessary to consult additionally to change the age range from September 2014, in order to facilitate the inclusion of a nursery from that date.

3.00 CONSIDERATIONS

- 3.01 Consultation documents were circulated to all of the schools in the area, and to the statutory consultees in accordance with Welsh Government Guidance.
- 3.02 No responses to the consultation have been received during the prescribed period from Tuesday, 28th January 2014 and ending on Monday, 10th March 2014.

4.00 RECOMMENDATIONS

4.01 In view of the outcome of the consultation process, that members approve the publication of the statutory notice proposing the change in age range of Queensferry Primary School from September the first 2014.

5.00 FINANCIAL IMPLICATIONS

5.01 The cost of adaptations at the school to accommodate the nursery is included in the overall 21st Century Schools budget for the establishment of a new 3 to 16 School on the John Summers site.

6.00 ANTI POVERTY IMPACT

6.01 The integration of nursery provision will enable the expansion of the Flying Start programme in the Communities First area of Higher Shotton to be accommodated in the Croft nursery building. Flying Start is already operating on the site, but the increase in the Flying start provision will make it possible for more families to be included in the Flying Start Programme. The location of the Croft nursery building is in the heart of the Communities First area.

7.00 ENVIRONMENTAL IMPACT

7.01 There will be no environmental impact as a result of this report.

8.00 EQUALITIES IMPACT

8.01 There will be no equalities impact as a result of this report.

9.00 PERSONNEL IMPLICATIONS

9.01 There are no personnel implications as a direct result of this report.

10.00 CONSULTATION REQUIRED

10.01 Consultations with the schools in the area and other statutory consultees in accordance with Welsh Government Guidance.

11.00 CONSULTATION UNDERTAKEN

11.01 Consultations completed in relation to the wider re-organisation of provision in the Queenserry area in order to establish a 3 to 16 school.

12.00 APPENDICES

12.01 Statutory Notice.

LOCAL GOVERNMENT (ACCESS TO INFORMATION ACT) 1985
BACKGROUND DOCUMENTS

None.

Contact Officer: Tom Davies
Telephone: 01352 704011
Email: tom.davies@flintshire.gov.uk

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DRAFT

Flintshire County Council, County Hall, Mold, Flintshire CH7 6ND

**STATUTORY NOTICE TO CHANGE THE LOWER AGE RANGE of
Queensferry Community Primary School, Queensferry Campus, Chester
Road West, Queensferry, FLINTSHIRE CH5 1SE**

NOTICE IS HEREBY GIVEN in accordance with Section 42 of the School Standards and Organisation Act 2013 and the School Organisation code, that Flintshire County Council, having consulted such persons as required, propose to alter Queensferry Primary School, [Insert address] so that the lower age range of the school is extended from 4-11 to 3-11 years in order to integrate nursery provision. The School is maintained by Flintshire County Council.

Flintshire County Council undertook a period of consultation before deciding to publish this proposal. A consultation report containing a summary of the issues raised by consultees, the proposer's responses and the views of Estyn is available on the Flintshire Local Authority website: www.flintshire.gov.uk/schoolmodernisation

It is proposed to implement the proposal on 1st September, 2014.

The admission number for pupils aged four at the school in the first school year in which the proposal has been implemented will be 30. There will be 15 (full time equivalent) nursery places.

Flintshire County Council will be the Admission Authority and admission arrangements will be in accordance with the Flintshire County Council Schools Admissions Policy, specific to nursery pupils.

Within a period of 28 days after the date of publication of these proposals, that is to say the 22nd April 2014, any person may object to the proposals. Objections must be made in writing or by e-mail and sent to:

**The Director of Lifelong Learning,
County Hall,
MOLD
Flintshire
CH7 6DN**

Email: 21CenturySchools@flintshire.gov.uk

Flintshire County Council will publish a summary of any such objections made (and not withdrawn in writing) within the objection period, together with their observations thereon, within the period of 28 days of the objection period.

Signed: Director of Lifelong Learning

Date.....

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FOR INFORMATION

FLINTSHIRE COUNTY COUNCIL

REPORT TO: **CABINET**

DATE: **TUESDAY, 18 MARCH 2014**

REPORT BY: **CHIEF EXECUTIVE**

SUBJECT: **EXERCISE OF DELEGATED POWERS**

1.00 PURPOSE OF REPORT

1.01 To inform Members of action taken under delegated powers.

2.00 BACKGROUND

2.01 At the Executive Meeting held on 31st October, 2000 it was agreed that one of the standard agenda items at each Executive should be a report on the "Exercise of Delegated Powers".

3.00 RECOMMENDATION

3.01 Members note the details of actions taken under the "Exercise of Delegated Powers".

4.00 FINANCIAL IMPLICATIONS

4.01 As detailed in each report.

5.00 ANTI-POVERTY IMPACT

5.01 As detailed in each report.

6.00 ENVIRONMENTAL IMPACT

6.01 As detailed in each report.

7.00 EQUALITIES IMPACT

7.01 As detailed in each report.

8.00 PERSONNEL IMPLICATIONS

8.01 As detailed in each report

9.00 CONSULTATION REQUIRED

9.01 Not applicable

10.00 CONSULTATION UNDERTAKEN

10.01 Not applicable

11.00 APPENDICES

11.01 Summary of Decisions taken under Delegated Powers.

LOCAL GOVERNMENT (ACCESS TO INFORMATION) ACT 1985

Background documents: See individual report.

Contact Officer: Detailed on the individual reports.

APPENDIX 1

EXERCISE OF DELEGATED POWERS – DECISIONS TAKEN

Directorate

Subject

Corporate Services

Business Rates – Write Offs

Copies of the Delegated Powers reports are on deposit in the Team Manager's Room, Committee Services

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**FLINTSHIRE COUNTY COUNCIL FORWARD WORK PROGRAMME ITEMS
COUNCIL, CABINET, AUDIT AND OVERVIEW & SCRUTINY
MARCH 2014 TO AUGUST 2014**

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
March					
Lifelong Learning Overview & Scrutiny Committee	6 March 2014	Lifelong Learning	Incidents of Arson, Vandalism and Burglaries in Flintshire Schools Annual update report to enable the Committee to review progress		
Lifelong Learning Overview & Scrutiny Committee	6 March 2014	Lifelong Learning	Pupil Attainment To provide Members with a summary of pupil attainment across primary and secondary school phases for the school year		
Lifelong Learning Overview & Scrutiny Committee	6 March 2014	Lifelong Learning	Annual School Modernisation Report Annual update report to enable the Committee to review progress		

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Lifelong Learning Overview & Scrutiny Committee	6 March 2014	Lifelong Learning	National Model for Regional Working on School Improvement To update Members on developments with school improvement services.		
Lifelong Learning Overview & Scrutiny Committee	6 March 2014	Overview and Scrutiny	Request from a Member To enable the committee to receive a request for consideration of an item which has been made by a Member of the Committee.		
Lifelong Learning Overview & Scrutiny Committee	6 March 2014	Overview and Scrutiny	Lifelong Learning Forward Work Programme To consider the Forward Work Programme of the Lifelong Learning Overview & Scrutiny Committee.		

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Corporate Resources Overview & Scrutiny Committee	13 March 2014	Overview and Scrutiny	Revenue Budget Monitoring 2013/14 (Month 9) and Capital Programme 2013/14 (Quarter 3) To provide Members with the Revenue Budget Monitoring 2013/14 (Month 9) and Capital Programme 2013/14 (Quarter 3) report.		
Corporate Resources Overview Scrutiny Committee	13 March 2014	Chief Executive's	Workforce Information Quarter 3 October - December 2013 To provide Scrutiny Members with an update for the third quarter 2013/14		
Corporate Resources Overview & Scrutiny Committee	13 March 2014	Overview and Scrutiny	Corporate Resources Forward Work Programme To consider the Forward Work Programme of the Corporate Resources Overview & Scrutiny Committee		

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Cabinet	18 March 2014	Chief Executive's	Improvement Plan Quarterly Monitoring Quarterly assessment of performance against the Improvement Plan	Strategic	Cabinet Member for Corporate Management
Cabinet	18 March 2014	Environment	North Wales Residual Waste Treatment Project - Appointment of Preferred Bidder To recommend the Preferred Bidder and to set out the stages leading to financial close and the award of a contract.	Strategic	Cabinet Member for Waste Strategy, Public Protection and Leisure
Cabinet	18 March 2014	Environment	North Wales Residual Waste Treatment Project - 2nd Inter Authority Agreement For the Cabinet to note and comment upon the key principles for the 2nd Inter-Authority Agreement for adoption by all constituent Authorities.	Strategic	Cabinet Member for Waste Strategy, Public Protection and Leisure

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Cabinet	18 March 2014	Environment	<p>North Wales Residual Waste Treatment Project - Overview Report To seek Members' views on the appointment of a Preferred Bidder and to set out the stages leading to Financial Close and the award of a contract.</p> <p>To seek Members' views on the key principles for the 2nd Inter-Authority Agreement for adoption by all constituent authorities.</p>	Strategic	Cabinet Member for Waste Strategy, Public Protection and Leisure
Cabinet	18 March 2014	Environment	<p>North Wales Residual Waste Project - Annual Budget To approve the budget</p>	Operational	Cabinet Member for Waste Strategy, Public Protection and Leisure
Cabinet	18 March 2014	Finance	<p>Welfare Reform Update To provide a quarterly update on Welfare Reform and the impacts for citizens and the Council.</p>	Strategic	Cabinet Member for Corporate Management

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Cabinet	18 March 2014	Finance	<p>Clwyd Pension Fund - Funding Strategy Statement and Impact for Flintshire County Council</p> <p>To provide an update on the Clwyd Pension Fund Strategy Statement and the budget implications for Flintshire County council as an employer within the Fund following the triennial Actuary Valuation.</p>	Strategic	Leader of the Council and Cabinet Member for Finance
Cabinet	18 March 2014	Finance	<p>Revenue Budget Monitoring 2013/14 (Month 9)</p> <p>To provide Members with the most up to date revenue budget monitoring information (Month 9) for the Council Fund and the Housing Revenue Account 2013/14.</p>	Operational	Leader of the Council and Cabinet Member for Finance
Cabinet	18 March 2014	Finance	<p>Capital Programme 2013/14 (Month 9)</p> <p>To provide Members with the Month 9 (end of December) capital programme information for 2013/14.</p>	Operational	Leader of the Council and Cabinet Member for Finance

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Cabinet	18 March 2014		Changes to the Workforce Establishment To delegate authority to make changes to the workforce establishment that are required to achieve the budget approved for 2014/15.	Operational	Cabinet Member for Corporate Management
Cabinet	18 March 2014	Finance	Universal Credit Delivery Partnership Agreement To seek approval of Members to agree the Universal Credit Delivery Partnership Agreement.	Operational	Cabinet Member for Corporate Management
Cabinet	18 March 2014	Lifelong Learning	Responses to the consultations on 6th form provision at St Richard Gwyn Catholic High School and Flint High School Responses to the consultations on 6th form provision at St Richard Gwyn Catholic High School and Flint High School	Strategic	Cabinet Member for Education

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Cabinet	18 March 2014	Lifelong Learning	School Admission Arrangements 2015 School Admission Arrangements 2014	Operational	Cabinet Member for Education
Cabinet	18 March 2014	Environment	Setting up of a Joint Committee for the Clwydian Area of Outstanding Natural Beauty To advise on new arrangements for the management of the Clwydian Range and Dee Valley Area of Outstanding Natural Beauty.	Strategic	Deputy Leader of the Council and Cabinet Member for Environment
Cabinet	18 March 2014	Community Services	Extra Care Development Update To update Cabinet in recent extra care developments and agree a clear direction forward.	Strategic	Cabinet Member for Social Services
Cabinet	18 March 2014	Community Services	Flying Start Update To provide Cabinet with an update regarding the progress of expanding the Flying Start Programme.	Operational	Cabinet Member for Social Services

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Cabinet	18 March 2014	Lifelong Learning	<p>Outcome of consultation of lowering the age range of Queensferry Primary School from 4-11 to 3-11</p> <p>Outcome of consultation of lowering the age range of Queensferry Primary School from 4-11 to 3-11</p>	Operational	Cabinet Member for Education
Social & Health Care Overview & Scrutiny Committee	20 March 2014	Overview and Scrutiny	<p>Improvement Plan Monitoring Report</p> <p>To note and consider elements of the 2013/14 Mid Year Improvement Plan Monitoring Report relevant to the Social & Health Care Overview and Scrutiny Committee. The report covers the period October – December 2013.</p>		
Social & Health Care Overview & Scrutiny Committee	20 March 2014	Overview and Scrutiny	<p>Request from Holywell Town Council</p> <p>To advise Members of a request from Councillor Mrs. M.D. Phelan from Holywell Town Council with regard to delivery of Health Services in Wales</p>		

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Social & Health Care Overview & Scrutiny Committee	20 March 2014	Overview and Scrutiny	Social & Health Care Forward Work Programme To consider the Forward Work Programme of the Social & Health Care Overview & Scrutiny Committee		
Community Profile & Partnerships Overview & Scrutiny Committee	24 March 2014	Overview and Scrutiny	Improvement Plan Monitoring Report To note and consider elements of the 2013/14 Mid Year Improvement Plan Monitoring Report relevant to the Community Profile & Partnerships Overview and Scrutiny Committee.		
Community Profile & Partnerships Overview & Scrutiny Committee	24 March 2014	Overview and Scrutiny	The Phoenix Project To receive a presentation on the Phoenix Project from the North Wales Fire & Rescue Service		

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Community Profile & Partnerships Overview & Scrutiny Committee	24 March 2014	Overview and Scrutiny	C P & P Forward Work Programme To consider the Forward Work Programme of the Community Profile & Partnerships Overview & Scrutiny Committee.		
Flintshire Council County	25 March 2014	Human Resources and Organisational Development	Pay Policy Statement To seek approval on the Council's Pay Policy Statement, to be effective from 1 April 2014.		
Flintshire Council County	25 March 2014	Chief Executive's	Approval of the Senior Management Structure To agree the final model for a new operating model and senior management structure for the Council following a Cabinet led review and open consultation.		
Audit Committee	26 March 2014	Finance	Treasury Management Update 2013/14 To provide an update on the 2013/14 Treasury Management activity.		

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Audit Committee	26 March 2014	Legal and Democratic Services	Data Protection Audit by the Information Commissioner's Office Update on ICO Data Protection Audit	All Report Types	
Audit Committee	26 March 2014	Finance	Annual Financial Audit Outline 2013/14 To provide the Audit Committee with the Annual Financial Audit outline for the audit of the Council's accounts for 2013/14 and those of the Clwyd Pension Fund.		
Audit Committee	26 March 2014	Finance	Action Tracking To inform the Committee of the actions resulting from points raised at previous Audit committee meetings.		
Audit Committee	26 March 2014	Finance	Internal Audit Progress Report To present to Members an update on the progress of the Internal Audit Department.		

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Audit Committee	26 March 2014	Finance	Internal Audit Strategic Plan To present the Internal Audit Strategic Plan for 2014/15 to 2016/17.		
Audit Committee	26 March 2014	Finance	Whistleblowing Policy To present to the Committee an update to the Whistleblowing Policy.		
Audit Committee	26 March 2014		Empty Homes Scheme To present the audit report and follow up report to the Audit Committee.		
Audit Committee	26 March 2014	Finance	Forward Work Programme To consider the Forward Work Programme for the Audit Committee for the next year.		
April					

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Environment Overview & Scrutiny Committee	2 April 2014	Overview and Scrutiny	<p>Improvement Plan Monitoring Report</p> <p>To note and consider elements of the 2013/14 Mid Year Improvement Plan Monitoring Report relevant to the Environment Overview and Scrutiny Committee. The report covers the period October – December 2013.</p>		
Environment Overview & Scrutiny Committee	2 April 2014	Overview and Scrutiny	<p>Environment Forward Work Programme</p> <p>To consider the Forward Work Programme of the Environment Overview & Scrutiny Committee</p>		
Flintshire County Council	8 April 2014	Legal and Democratic Services	<p>Community Review Update</p> <p>To update the County Council on the Community Review Progress.</p>		

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Flintshire County Council	8 April 2014	Legal and Democratic Services	Independent Remuneration Panel Annual Report To inform the County Council of the annual report by the Independent Remuneration Panel for Wales for 2014/2015		
Corporate Resources Overview & Scrutiny Committee	10 April 2014	Finance	Revenue Budget Monitoring 2013/14 (Month 10) To provide Members with the Revenue Budget Monitoring 2013/14 (Month 10) report.		
Corporate Resources Overview & Scrutiny Committee	10 April 2014	Overview and Scrutiny	Improvement Plan Monitoring Report To note and consider elements of the 2013/14 Mid Year Improvement Plan Monitoring Report relevant to the Corporate Resources Overview and Scrutiny Committee. The report covers the period October – December 2013.		

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Corporate Resources Overview & Scrutiny Committee	10 April 2014	Finance	Welfare Reform Update To provide a quarterly update on Welfare Reform and the impacts for citizens and the Council.		
Corporate Resources Overview & Scrutiny Committee	10 April 2014	Overview and Scrutiny	Corporate Resources Forward Work Programme To consider the Forward Work Programme of the Corporate Resources Overview & Scrutiny Committee.		
Lifelong Learning Overview & Scrutiny Committee	10 April 2014	Overview and Scrutiny	Improvement Plan Monitoring Report To note and consider elements of the 2013/14 Mid Year Improvement Plan Monitoring Report relevant to the Lifelong Learning Overview and Scrutiny Committee. The report covers the period October – December 2013.		

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Lifelong Learning Overview & Scrutiny Committee	10 April 2014	Lifelong Learning	Regional School Effectiveness and Improvement Service (GwE) To provide Members with details of the performance of GwE in its first year		
Lifelong Learning Overview & Scrutiny Committee	10 April 2014	Lifelong Learning	Facilities Review To provide Members with a quarterly update on the implementation of various service improvement initiatives.		
Lifelong Learning Overview & Scrutiny Committee	10 April 2014	Overview and Scrutiny	Lifelong Learning Forward Work Programme To consider the Forward Work Programme of the Lifelong Learning Overview & Scrutiny Committee.		
Cabinet	15 April 2014	Chief Executive's	Single Integrated Plan 2012 - 2017 To receive and support the Single Integrated Plan 2012 - 2017	Strategic	Cabinet Member for Corporate Management

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Cabinet	15 April 2014	Chief Executive's	Local Service Board and Strategic Partnerships end of year report Local Service Board and Strategic Partnerships end of year report	Operational	Cabinet Member for Corporate Management
Cabinet	15 April 2014	Chief Executive's	Clwyd Theatr Cymru Business Plan Members are requested to endorse the Business Plan as recommended by the Theatre Board of Governors. A full copy of the Business Plan is available in the Members Library and each of the group rooms.	Operational	Cabinet Member for Corporate Management
Cabinet	15 April 2014	Finance	Revenue Budget Monitoring 2013/14 (Month 10) To provide Members with the most up to date revenue budget monitoring information (Month 10) for the Council Fund and the Housing Revenue Account 2013/14.	Operational	

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Cabinet	15 April 2014	Finance	Bailiff Reform To advise Members of reforms to the Bailiff Regulations and the impact of changes.	Operational	Cabinet Member for Corporate Management
Cabinet	15 April 2014	Finance	Business Rate Debt - Write Off To request Member authorisation to write off a number of business rate debts relating to the Life Foundation Trust.	Operational	Cabinet Member for Corporate Management
Cabinet	15 April 2014	Community Services	Delivering Home Adaptations To provide Cabinet with an update on the delivery of home adaptations, including Disabled Facilities Grants and Minor Adaptations.	Strategic	Cabinet Member for Housing
Cabinet	15 April 2014	Human Resources and Organisational Development	People Strategy 2014 - 2017 To report to Cabinet on the People Strategy 2014 - 2017	Operational	Cabinet Member for Corporate Management

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Cabinet	15 April 2014	ICT and Customer Services	ICT Strategy Update To provide an update on progress with the implementation of the Corporate Information and Communications Technology [ICT] Strategy.	Strategic	Cabinet Member for Corporate Management
Cabinet	15 April 2014	Environment	Regional Technical Statement To endorse the recommendations of the review of the Regional Technical Statement on Aggregate provision.	Strategic	Deputy Leader of the Council and Cabinet Member for Environment
Housing Overview & Scrutiny Committee	16 April 2014	Overview and Scrutiny	Improvement Plan Monitoring Report To note and consider elements of the 2013/14 Mid Year Improvement Plan Monitoring Report relevant to the Community Profile & Partnerships Overview and Scrutiny Committee. The report covers the period October to December 2013		

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Housing Overview & Scrutiny Committee	16 April 2014	Housing	<p>Private Sector Housing Renewal To consider progress on the delivery of Flintshire's first Renewal Area, general service developments and county wide projects</p>		
Housing Overview & Scrutiny Committee	16 April 2014	Housing	<p>Domestic Abuse To receive the promotional DVD available through Women's Aid which highlights the effects of domestic abuse.</p>		
Housing Overview & Scrutiny Committee	16 April 2014	Overview and Scrutiny	<p>Housing Forward Work Programme To consider the Forward Work Programme of the Housing Overview & Scrutiny Committee.</p>		

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Community Profile & Partnerships Overview & Scrutiny Committee	28 April 2014	Overview and Scrutiny	C P & P Forward Work Programme To consider the Forward Work Programme of the Community Profile & Partnerships Overview & Scrutiny Committee.		
May Page 310					
Social & Health Care Overview & Scrutiny Committee	1 May 2014	Community Services	CSSIW Inspection Report – Commissioning Dementia To inform members of the outcome of the Dementia Inspection		
Social & Health Care Overview & Scrutiny Committee	1 May 2014	Community Services	Annual Fostering Inspection To inform members of the outcome of the Annual Fostering Inspection		
Social & Health Care Overview & Scrutiny Committee	1 May 2014	Overview and Scrutiny	Social & Health Care Forward Work Programme To consider the Forward Work Programme of the Social & Health Care Overview & Scrutiny Committee.		

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Audit Committee	7 May 2014	Chief Executive's	Annual Improvement Report from Wales Audit Office Receive Annual Improvement Report from the Auditor General for Wales and note the Council's response	Strategic	
Corporate Resources Overview & Scrutiny Committee	8 May 2014	Chief Executive's	Annual Improvement Report from Wales Audit Office Receive Annual Improvement Report from the Auditor General for Wales and note the Council's response		
Cabinet	13 May 2014	Chief Executive's	Annual Improvement Report from Wales Audit Office Receive Annual Improvement Report from the Auditor General for Wales and endorse the Council's response	Strategic	Cabinet Member for Corporate Management
Cabinet	13 May 2014	Community Services	Flintshire Childcare Sufficiency Assessment 2014 - 2017 To report the main findings of the most recent Childcare Sufficiency Assessment.	Strategic	Cabinet Member for Social Services

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Cabinet	13 May 2014	Finance	Revenue Budget Monitoring 2013/14 (Month 11) To provide Members with the most up to date revenue budget monitoring information (Month 11) for the Council Fund and the Housing Revenue Account 2013/14.	Operational	Leader of the Council and Cabinet Member for Finance
Cabinet	13 May 2014	ICT and Customer Services	Update on Collaborative Procurement Projects To provide an update on progress with the previously agreed collaboration projects.	Operational	Cabinet Member for Corporate Management
Lifelong Learning Overview & Scrutiny Committee	15 May 2014	Lifelong Learning	Apprenticeships, Training & Development Opportunities To update Members on progress in relation to creation of Apprenticeship and Training Opportunities		
Lifelong Learning Overview & Scrutiny Committee	15 May 2014	Lifelong Learning	Culture & Leisure Plan To consider the Culture & Leisure Plan		

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Lifelong Learning Overview & Scrutiny Committee	15 May 2014	Lifelong Learning	School Improvement Strategy To consider the School Improvement Strategy		
Lifelong Learning Overview & Scrutiny Committee	15 May 2014	Lifelong Learning	Development and Resource Service Plan To consider the Development and Resource Service Plan		
Lifelong Learning Overview & Scrutiny Committee	15 May 2014	Overview and Scrutiny	Lifelong Learning Directorate Plan 2014/15 To provide Members with an overview of the Directorate Plan 2014/15 as part of the Council's Governance Framework		
Lifelong Learning Overview & Scrutiny Committee	15 May 2014	Overview and Scrutiny	Lifelong Learning Forward Work Programme To consider the Forward Work Programme of the Lifelong Learning Overview & Scrutiny Committee.		

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Flintshire County Council	20 May 2014	Legal and Democratic Services	<p>Constitutional Matters: Committees and Outside Bodies</p> <p>To deal with those matters which require decisions at the Annual Meeting of the County Council in accordance with Council Procedure Rule 1.1(vii)-(xiv). Those matters are set out in separate paragraphs.</p>		
Flintshire County Council	20 May 2014	Legal and Democratic Services	<p>Schedule of Member Remuneration</p> <p>The purpose of the report is to approve the Council's Schedule of Member Remuneration for 2014/2015.</p>		
Housing Overview & Scrutiny Committee	21 May 2014	Housing	<p>Welfare Reform Update</p> <p>To provide a quarterly update on Welfare Reform and the impacts for citizens and the Council.</p>		

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Housing Overview & Scrutiny Committee	21 May 2014	Overview and Scrutiny	Housing Forward Work Programme To consider the Forward Work Programme of the Housing Overview & Scrutiny Committee.		
June					
Cabinet	17 June 2014	Chief Executive's	2014/15 Improvement Plan 2014/15 Improvement Plan	Strategic	Cabinet Member for Corporate Management
Cabinet	17 June 2014	Chief Executive's	2013/14 Performance reports Assessment of performance for 2013/14 from Heads of Service	Operational	Cabinet Member for Corporate Management
Cabinet	17 June 2014	Environment	Public Rights of Way Annual Report For the Cabinet to endorse a hierarchical approach to public rights of way maintenance, definitive map and public path orders and handling complaints.	Operational	Deputy Leader of the Council and Cabinet Member for Environment

COMMITTEE	MEETING DATE	DIRECTORATE	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Cabinet	17 June 2014	Finance	Pensioner Discount Scheme To agree a Pensioner Discount Scheme for 2014/15.	Operational	Cabinet Member for Corporate Management
Flintshire County Council	24 June 2014	Finance	Clwyd Pension Fund Update To update Members on issues relating to the Clwyd Pension Fund.		
Audit Committee	25 June 2014	Finance	Treasury Management Annual Report 2013/14 To present the 2013/14 annual report on the Council's Treasury Management Policy, Strategy and Practices.		
Audit Committee	25 June 2014	Chief Executive's	Risk Management Update Report Giving an overview of the Improvement Plan strategic risks for 2013/14.	Strategic	
July					
August					

FLINTSHIRE COUNTY COUNCIL

REPORT TO: **CABINET**

DATE: **TUESDAY, 18 MARCH 2014**

REPORT BY: **CHIEF EXECUTIVE, DIRECTOR OF ENVIRONMENT,
HEAD OF LEGAL AND DEMOCRATIC SERVICES,
HEAD OF FINANCE**

SUBJECT: **NORTH WALES RESIDUAL WASTE TREATMENT
PROJECT - OVERVIEW REPORT**

1.00 PURPOSE OF REPORT

- 1.01 To provide the background for the recommendations to adopt the 2nd Inter-Authority Agreement for the project, and to appoint a Preferred Bidder, which are the subject of separate reports on the agenda for this meeting.

2.00 BACKGROUND

- 2.01 The North Wales Residual Waste Treatment Partnership was formed in 2008 (made up of the Isle of Anglesey County Council, Gwynedd County Council, Conwy County Borough Council, Denbighshire County Council with Flintshire County Council as Lead Authority) to seek a solution for managing residual waste on behalf of the five Partner Authorities over a 25 year period. A North Wales Residual Waste Treatment Joint Committee has been set up to oversee and govern the procurement process. At the Joint Committee meetings, all five Partner Authorities have equal voting rights. Flintshire is the lead authority.
- 2.02 The proposed waste facility is intended to have a treatment capacity of approximately 175,000 tonnes per annum of which 115,000-117,000 tonnes of residual waste will be supplied by the Partner authorities (32,000-34,000 by Flintshire County Council).
- 2.03 One of the key issues for the Project is the range of and levels of waste targets for local authorities in Wales:-

Table – Authority Municipal Waste Targets

TARGET	YEAR				
	09/10	12/13	15/16	19/20	24/25
Levels of recycling / composting (or Anaerobic Digestion (AD))	40%	52%	58%	64%	70%
Levels of composting (or AD) of source separated food waste (included in the above)		12%	14%	16%	16%
Maximum level of energy from waste			42%	36%	30%
Maximum level of landfill				10%	5%

Welsh Government (WG) has made it clear via its strategy document ‘Towards Zero Waste’ that the future strategic direction and resources will be directed towards local authority policies which are based on high levels of recycling and composting (i.e. 70% recycling/composting by 2024/25) and very low levels of landfilling (i.e. a maximum of 5% to landfill by 2024/25). Nevertheless, and even with these challenging targets achieved, there will remain significant levels of residual waste which must be disposed of through sustainable technologies.

2.04 If the Council fails to meet these targets, the Authority will face two sets of fines, which will be cumulatively levied:-

- (i) Failure to meet recycling targets (£200/t)
- (ii) Exceeding Landfill Allowances (£200/t)

At the outset of the Project, it had been established that “do nothing” was not a viable option for the future. The Project will play a key role in Flintshire meeting the Municipal Waste targets to avoid the substantial fines.

2.05 Quarterly reports have been brought to this Committee during the procurement process to update Members on key issues and progress made. The last report was on 16th December 2013.

2.06 Details of the work undertaken to ensure value for money is being provided by WTI’s proposals were reported to the 16th December 2013 Environment Overview & Scrutiny Committee. These fell into three areas :-

- Capital costs
- Revenue costs
- Indexation

- 2.07 As reported in the 16th December report, all matters that required finalisation before Close of Dialogue had been agreed, WG had given their approval to call for Final Tenders and WTI's proposals were received on 6th December. The Joint Committee met on 29th January and formally agreed to recommend to Partner authorities that Wheelabrator Technologies Incorporated (WTI) should be awarded Preferred Bidder status.
- 2.08 Members will recall that in late January 2013, the Partnership was notified by Sita UK Ltd (the other remaining bidder following the de-selection of all previous bidders by the project in stages) that the company intended to withdraw from the procurement process for commercial reasons. Following notification by Sita UK Ltd of its decision, the Joint Committee agreed a risk assessment and management approach to manage the implications of the withdrawal. Sita had been the second of the two bidders who were successful in reaching the final stage of the competitive procurement process.
- 2.09 Guidance was sought from the Partnership's legal advisors, Pinsent Masons, to identify any relevant procurement guidance that would apply in these circumstances. In summary, UK HM Treasury guidance states that any procuring authority needs to consider whether it should invite bids at all in a situation where a single bidder remains. The guidance advises that other steps should be taken to secure value for money, but that a procurement process should not automatically be stopped as a result. Some general principles that procuring authorities in the Partnership's position should consider are:
- reviewing the strength and quality of the remaining single bidder, and
 - ensuring that there is transparent competition in the remaining bidder's supply chain.
- 2.10 The Joint Committee is assured that the Partnership is still in a good position to secure value for money. This is based on the following grounds:-
1. Both bidders that progressed past the Detailed Solutions stage of the procurement were proposing the same waste treatment technology on the same site, indicating that Wheelabrator's bid represents what the waste market have identified as best suiting the needs of North Wales;
 2. The procurement process had reached an advanced stage with both remaining bidders prior to Sita's decision to

withdraw. This included having the benefit of a competitive process throughout each procurement stage;

3. This competitive process had meant that the Partnership also had the benefit of receiving detailed prices at the Invitation to Submit Detailed Solutions (ISDS) stage. The Partnership therefore has a very clear indication of what a competitive and value for money tender should be; and
4. Wheelabrator Technologies Incorporated (WTI) has already proposed that a significant proportion of sub contracted services would be subject to market testing to ensure value for money obtained for the Partnership.

2.11 The position the NWRWTP is in with one remaining bidder is not unique, and indeed there are examples in the UK where contracts have been secured with a single bidder at a late stage in the procurement process that demonstrated value for money. Continuation of the procurement process in no way commits the Partnership to an automatic Preferred Bidder award (as would also have been the case if two bidders had remained to submit final tenders).

2.12 Welsh Government has confirmed its support for the NWRWTP procurement to continue with a single bidder.

2.13 The Project's Section 151 Officer (Chief Financial Officer) and the Monitoring Officer were asked to give an opinion in their statutory roles about proceeding with only one bidder.

Both confirmed that they did not think that the best interests of the Partnership would be served by running a fresh process because bidders that have already dropped out or been rejected would be unlikely to submit more competitive bids, knowing that this initial process had failed.

They felt that before proceeding the Board should receive evidence to show the savings and value that had already been generated by the competitive process to date. The Joint Committee should also examine the extent to which it would be possible to require elements of the contract to be subcontracted through a competitive process. This would involve assessing the feasibility of competitively procuring every element of the contract that is not currently going to be treated in that way. Needless to say, any element that can be competitively procured without harming the project should be subject to competition in order to increase levels of transparency around value for money.

2.14 The Joint Committee examined both the issues that were raised by the statutory officers. It was satisfied on the evidence that proceeding with a single bidder would still represent value for money.

3.00 CONSIDERATIONS

3.01 WTI's Final Tender has been analysed in detail by the Project's external advisors :-

- Environmental/Technical – Amec
- Financial – Grant Thornton
- Legal – Pinsent Masons

The advisors' analysis and commentary on the Final Tender is set out in the report "Recommendation of Appointment of Preferred Bidder", which is on the Part 2 Agenda of today's meeting.

3.02 In summary, the advisors' views are :-

Technical/Environmental

WTI are proposing to use technology which is well established across Europe with a well-known contractor. They have taken account of the key planning issues and had extensive discussions with NRW regarding permitting. The overall landfill diversion rate is high and will contribute significantly to WG targets for zero waste.

Financial

The financial robustness of the bid has been tested and is well within the Affordability Envelope approved by Partner authorities.

Legal

Further movement has taken place on risks since clarifying some points in the Final Tender. The overall risk position for the Partner authorities is favourable, compared to similar projects. Also, the level of agreement on legal matters is well advanced at this stage in comparison with other similar projects.

3.03 During previous discussions on the NWRWTP, Members have raised a number of issues and asked that they be addressed :-

- Road -v- Road/Rail transport arrangements
- Emissions and Air Quality
- Community Benefit Scheme

The following paragraphs outline the response to each of these issues in turn.

3.04 Road -v- Road/Rail transport arrangements

The Partnership had previously chosen road and rail as the preferred method of transporting the waste to the facility, however on receipt of draft pricing from WTI and detailed analysis of that pricing, it was evident that the development of a road and rail based transport system involved significantly more capital expenditure than transporting the waste by road only. Crucially, the cost differential between road and road / rail was significantly higher than estimated at the Invitation to Submit Detailed Solutions (ISDS) stage when the decision was made to pursue road and rail. Much of the difference is a result of revised and refined pricing from the rail operators and network.

The Partnership's external technical adviser has confirmed that the capital costs for rail are assessed reasonably and that there is no reason to believe that the operational sub-contracted costs (e.g rail haulage) could have been provided by another party at substantially less cost than that proposed by WTI. When the decision was taken by the Joint Committee that road / rail was the preferred transport option, the decision was reversible, if subsequently there were issues with that option, such as cost. The public consultation previously undertaken by the Partnership supports this switch as two out of three people supported road / rail if it was only slightly more costly than road, whereas only one out of every three people would wish to see road / rail if it was significantly more than road alone.

Should the relative costs of road -v- road / rail change in favour of road / rail during the term of the contract, this matter can be re-assessed, as space for rail provision is being maintained in the design.

Estimates of traffic volumes indicate that traffic movements to the facility will be in the region of 45-55 vehicles per day for the road only solution. It is estimated that the road / rail solution would have had approximately 15 vehicles per day less than the road only solution. These figures are inclusive of Flintshire County Council's fleet.

3.05 Emissions and Air Quality

The Joint Committee has agreed to carry out air quality monitoring of fine particulates (known as 'PM2.5') more frequently than the statutory requirement (which is to monitor for 'PM10' particulates), for as long a period as considered necessary. This enhanced monitoring is aimed at giving reassurance to Members and the local community that the emissions from the treatment facility will be within established guidelines.

3.06 Community Benefit Scheme

A Community Benefit Scheme has been approved by the Joint Committee. This will provide £180k per annum for each of the 25 years of the contract, funded through a contribution within the gate fee paid by each authority. The money can be used for community and educational projects under the themes of environment, climate and energy within the locally defined Deeside Partnership Area. The money could be used either in part or in total, to fund Prudential Borrowing for larger projects falling within the above themes.

3.07 In addition to the three issues raised above, Officers have continued to protect the Council's interests during discussions of the Project Board. Following September 2013, when the Joint Committee decided to remove the Transfer Stations network from the contract, thereby removing it from the Universal Gate Fee, the management costs for running the sites have been examined. The project team has debated how to set up the future funding arrangements and agreed a fair way forward, with no subsidy of other Councils' management costs by Flintshire. Following the Joint Committee decision, all five authorities will be responsible for their own operations and costs. Normally WG only subsidises the contract costs with the operator and no costs outside the contract. However, WG has agreed in principle to fund the subsidy in this case, which means that the Council will now benefit at £50k per annum.

3.08 In March 2010, the Council and each of the other Partner Authorities entered into an Inter Authority Agreement, which sets out how costs and risks are managed throughout the procurement process. This Inter Authority Agreement will cease to apply, should all Partner Authorities approve WTI as Preferred Bidder and a contract is awarded.

3.09 The new, second Inter Authority Agreement is based on the same principles as the original Agreement. The new Agreement is to be adopted by all five constituent Councils and will shape how the Partnership operates throughout the 25 year term of the contract. Whilst most of the information is currently available for the new Agreement, there will inevitably be details that need working up between now and contract closure, hence delegated authority is sought to finalise the documents.

3.10 The next steps for the Project are set out below :-

1	All five Council resolutions secured by April
2.	Joint Committee confirms Preferred Bidder status to WTI

3.	Financial close and Contract Award by June
4.	WTI will be active in planning application development after 1. above and in community relations after 2. above
5.	Planning Application Submission – September 2014
6.	Planning Determination – May 2015
7.	Judicial Review Period – May-August 2015
8.	Planning Consent Achieved – August 2015
9.	Facility Fully Operational – September 2018

4.00 RECOMMENDATIONS

4.01 That Members note this report as the background to the specific reports which follow on the agenda for this meeting on the Inter Authority Agreement and the Appointment of the Preferred Bidder.

5.00 FINANCIAL IMPLICATIONS

5.01 As covered by the reports on the Agenda.

6.00 ANTI POVERTY IMPACT

6.01 None.

7.00 ENVIRONMENTAL IMPACT

7.01 The Outline Business Case demonstrates that a residual waste treatment facility will reduce the environmental impact related to the disposal of residual waste in the Partnership area.

8.00 EQUALITIES IMPACT

8.01 None.

9.00 PERSONNEL IMPLICATIONS

9.01 None.

10.00 CONSULTATION REQUIRED

10.01 Further consultation will be undertaken as part of the planning and permitting process.

11.00 CONSULTATION UNDERTAKEN

- 11.01 Quarterly update reports have been considered by the Committee throughout the procurement process.
- 11.02 The Partnership have been engaging and consulting with local communities, Community Councils and Local Members at key stages in the procurement process. Public engagement and consultation has been in the form of the NWRWTP website, leaflets/information booklets, press releases and meetings. A number of “drop in” sessions have been held in Flintshire (in particular in Connah’s Quay) at various stages throughout the process from March 2010 onwards.
- 11.03 WG and NRW have been kept informed of progress on the Project throughout the procurement process.

12.00 APPENDICES

- 12.01 None.

**LOCAL GOVERNMENT (ACCESS TO INFORMATION ACT) 1985
BACKGROUND DOCUMENTS**

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FLINTSHIRE COUNTY COUNCIL

REPORT TO: **CABINET**

DATE: **TUESDAY, 18 MARCH 2014**

REPORT BY: **CHIEF EXECUTIVE, DIRECTOR OF ENVIRONMENT,
HEAD OF LEGAL AND DEMOCRATIC SERVICES,
HEAD OF FINANCE**

SUBJECT: **NORTH WALES RESIDUAL WASTE TREATMENT
PROJECT (NWRWTP) - ANNUAL BUDGET**

1.00 PURPOSE OF REPORT

- 1.01 To present the revised budget for 2013/14 for Members' approval.
- 1.02 To present the budget to the procurement stage of Financial Close for 2014/15 for Members approval.

2.00 BACKGROUND

- 2.01 The contents of this report were considered by the North Wales Residual Waste Treatment Project (NWRWTP) Joint Committee at their meeting of 29 January 2014 and it was agreed that it be recommended for approval by the partner authorities.
- 2.02 The Joint Committee approved a project budget (for the Waste Project) to the stage of Preferred Bidder selection at it's meeting in July 2013. The approved budget for the year 2013/14 was £455,862 within a total net projected project expenditure of £3,000,367 summarised in the table below. The cost to individual partner authorities, including Flintshire, is also shown in the table.

NWRWTP Budget Review June 2013

(To preferred bidder selection. Excludes advisor fees from preferred bidder through to contract award)

EXPENDITURE HEADING	A2008/9 - 2012/13	P2013/14	P2014/15 Q1	PTotal
TOTAL PROJECT MANAGEMENT COSTS	1,369,916	261,088	23,864	1,654,868
TOTAL ADVISOR COSTS	2,110,381	285,150	0	2,395,531
CONTINGENCY	0	109,624	0	109,624
TOTAL COSTS	3,480,297	655,862	23,864	4,160,023
LESS INCOME	959,656	200,000	0	1,159,656
NET COST	2,520,641	455,862	23,864	3,000,367
Per AUTHORITY equal shares	504,128	91,172	4,773	600,073

- 2.03 Before calling for final tender, Wheelabrator Technologies Inc (WTI) provided a price update paper to the NWRWTP Project team. The paper indicated that WTI's CFT submission would represent a significant increase in costs to that set out in WTI's refined ISDS submission. This unexpected development

created an extra demand on resources to examine WTI's position in detail and consider alternative options of service delivery.

- 2.04 At the September 2013 meeting of the NWRWTP Joint Committee, Members were advised that as a result of the additional work undertaken there would be an increase in expenditure and the project budget would need to be re-visited.
- 2.05 The first Inter-Authority Agreement (IAA) regulates the procurement project up to the position of Financial Close. The projected procurement project net expenditure included in the IAA is £3,198,673. This equates to £639,735 per authority. To reach the milestone of Financial Close an increased budget is required that now also extends into Q1 of 2014/15.

3.00 CONSIDERATIONS

- 3.01 Preferred Bidder approval by each of the Partnership Authorities will take place during February/March 2014. Financial Close is scheduled to be completed during June 2014.
- 3.02 The approved 2013/14 budget has been reviewed in the light of actual expenditure incurred to date as at December 2013. An assessment has also been undertaken of the input required from advisors to get to the point of Financial Close. The updated procurement project budget to the point of Financial Close is shown in the table below.

NWRWTP Budget Review January 2014
(To financial close)

EXPENDITURE HEADING	A2008/9 - 2012/13	P2013/14	P2014/15 Q1	PTotal
TOTAL PROJECT MANAGEMENT COSTS	1,369,916	302,061	59,128	1,731,105
TOTAL ADVISOR COSTS	2,110,381	478,010	182,750	2,771,142
CONTINGENCY	0	15,487	79,188	94,675
TOTAL COSTS	3,480,297	795,558	321,066	4,596,922
LESS INCOME	959,656	200,000	0	1,159,656
NET COST	2,520,641	595,558	321,066	3,437,266
Per AUTHORITY equal shares	504,128	119,112	64,213	687,453

- 3.03 From the table above, it can be seen that total procurement net expenditure is projected to be £3,437,266, this being £238,593 (+7.5%) greater than that contained in the IAA. The projected net expenditure in 2013/14 is £595,558 and £321,066 in 2014/15. The key assumptions that underpin these projections are attached in Appendix 1. A more detailed breakdown of the expenditure headings is attached in Appendix 2
- 3.04 The first IAA Agreement provides that where actual costs associated with the project are likely to exceed the approved annual Project budget held on behalf of the Councils by 5% this will be a Matter Reserved to the Councils to consider approval of the increased sum.

- 3.05 The revised project total of £3,437,266 is £238,593 greater than included in the first IAA. The impact of the increase for each Council is an additional £47,718. Each Council's contribution for the project to financial close will be £687,453 compared to £639,735 in the IAA.
- 3.06 Individual Councils will also need to consider budget requirements beyond Financial Close noting the following points.
- The second IAA will need to be executed before the Joint Committee is able to approve budgets beyond the financial close stage.
 - The requirements for the project beyond financial close needs to be identified and agreed.
 - Individual Councils will need to be able to plan for costs now (at least in 2014/15) ahead of the second IAA being formally agreed.
 - The Project Director previously identified (May 2011) the potential cost of a Contract Management Team plus External Advisors of between £307,000 to £359,000 per annum. Further advice is being sought on this matter from sources in WG and the budget required will be the subject of further approval.

4.00 RECOMMENDATIONS

Members of Cabinet are asked to:-

- 4.01 Approve the proposed 2013/14 revised budget it being £595,558 (as set out in the report).
- 4.02 Approve expenditure in 2014/15 to take the procurement process to the final stage of Financial Close it being £321,066 (as set out in the report).
- 4.03 Note the additional cost to Flintshire as a Partner Authority of £47,718 for the project up to Financial close.
- 4.04 Agree to the Joint Committee approving the ongoing project budget requirements referred to in point 3.5 above.

5.00 FINANCIAL IMPLICATIONS

- 5.01 See sections 3.01 to 3.05 above. Flintshire's contribution to the project costs is met from the Waste Reserve.

6.00 ANTI-POVERTY IMPACT

- 6.01 Not applicable.

7.00 ENVIRONMENTAL IMPACT

- 7.01 Not applicable.

8.00 EQUALITIES IMPACT

8.01 Not applicable.

9.00 PERSONNEL IMPLICATIONS

9.01 See Appendix 1 Key assumptions item 3.

10.00 CONSULTATION REQUIRED

10.01 See above.

11.00 CONSULTATION UNDERTAKEN

11.01 Not applicable.

LOCAL GOVERNMENT ACCESS TO INFORMATION ACT 1985

Background Documents:

Reports to NWRWTP Joint Committee

Contact Officer: Steffan Owen NWRWTP Project Manager
01352 704915

Appendix 1 – Key Assumptions

1. The successful appointment of Preferred Bidder by individual Councils will be completed during the months February/March 2014.
2. Financial Close will be completed on or before 30th June 2014.
3. Staffing
 - Project Director 2 days per week
 - Full time Project Manager
 - Full time Administrative Assistant
 - Lead Financial 1day every 2 weeks
 - Lead Technical 1 day every 2 weeks
 - Lead Legal 1 day per week
4. Advisors fees are based on advisors anticipated levels of activity in the run up to Financial Close that being most intense during the months April – June 2014. An allowance of 1 day's attendance by the external advisors in three out of the five Councils has been provided for.

Appendix 2 – Detailed Projected Project Expenditure

EXPENDITURE HEADING	A2008/9	A2009/10	A2010/11	A2011/12	A2012/13	P2013/14	P2014/15	PTotal
Project Director	57,706	106,622	142,000	161,490	123,263	100,314	20,625	712,021
Project Director Travel etc	45	8	1,183	60	0	0	0	1,295
Project Manager	0	35,051	54,197	55,695	56,970	57,536	14,384	273,832
Project Manager travel and other expenses	0	0	2,161	1,298	998	1,135	1,250	6,842
Administrative assistance	1,237	0	33,599	27,773	27,761	28,021	7,004	125,396
Lead finance	0	0	0	35,735	42,543	43,406	3,617	125,301
Interim finance	0	0	38,000	0	0	0	0	38,000
Lead Technical	0	0	30,432	37,000	26,998	17,717	1,490	113,638
IT/ Telephones	0	1,077	1,290	1,630	738	1,128	300	6,162
Software	0	6,670	0	4,020	0	0	0	10,690
Stationery/Printing	0	630	161	2,622	2,048	1,215	240	6,915
Translation	0	3,928	2,687	2,511	2,977	3,761	1,500	17,384
Status enquiries	0	101	127	0	0	0	0	228
Remote document managements system	0	0	11,511	0	2,440	1,760	480	16,191
Advertising	18,981	0	3,000	6,261	3,997	1,721	0	33,961
Joint Working	0	0	4,000	0	0	0	0	4,000
Procurement recharge	0	0	405	0	0	0	0	405
Finance recharge	0	0	0	0	0	0	0	0
Legal recharge	0	29,797	23,472	28,984	29,466	29,415	4,238	145,372
Office accommodation recharge	0	0	4,379	0	0	0	0	4,379
Venues	1,348	5,668	14,865	28,745	7,768	7,911	2,250	68,556
Audit fees	0	0	0	0	11,787	7,000	1,750	20,537
TOTAL PROJECT MANAGEMENT COSTS	79,316	189,553	367,468	393,823	339,755	302,061	59,128	1,731,105
								0
Technical advisors - Entec/Amec	0	149,824	350,862	272,830	227,230	164,937	33,750	1,199,433
Technical advisors - Entec/Amec Sauce	0	0	0	34,210	47,912	25,275	30,000	137,398
Legal advisors - Pinsent Mason	0	33,850	151,792	235,664	146,303	210,565	90,000	868,174
Financial advisors - Grant Thornton	0	32,701	111,523	122,907	82,243	77,233	24,000	450,606
Other advisors - AECOM/Acer	0	0	83,786	12,950	1,190	0	0	97,926
Insurance advisors - Jardine Lloyd Thompson	0	0	1,984	1,121	9,500	0	5,000	17,605
	0	0	0	0	0	0	0	0
TOTAL ADVISOR COSTS	0	216,374	699,946	679,682	514,379	478,010	182,750	2,771,142
Potential site survey costs	0	0	0	0	0	0	55,000	55,000
Contingency - comms	0	0	0	0	0	0	0	0
Contingency - general (10%)	0	0	0	0	0	15,487	24,188	39,675
TOTAL COSTS	79,316	405,928	1,067,414	1,073,506	854,134	795,558	321,066	4,596,922
					0	0	0	0
WAG Contribution	75,000	345,000	200,000	0	310,000	200,000	0	1,130,000
Other Income	0	0	0	0	29,656	0	0	29,656
TOTAL INCOME	75,000	345,000	200,000	0	339,656	200,000	0	1,159,656
NET COST	4,316	60,928	867,414	1,073,506	514,477	595,558	321,066	3,437,266

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FLINTSHIRE COUNTY COUNCIL

REPORT TO: **CABINET**

DATE: **TUESDAY, 18 MARCH 2014**

REPORT BY: **CHIEF EXECUTIVE, DIRECTOR OF ENVIRONMENT,
HEAD OF LEGAL AND DEMOCRATIC SERVICES,
HEAD OF FINANCE**

SUBJECT: **NORTH WALES RESIDUAL WASTE TREATMENT
PROJECT - 2ND INTER AUTHORITY AGREEMENT**

1.00 PURPOSE OF REPORT

1.01 To adopt the 2nd Inter-Authority Agreement.

2.00 BACKGROUND

2.01 The NWRWTP is currently governed by an Inter-Authority Agreement, signed by all partner authorities, which takes the partnership through to the stages of financial close and contract award. Once these stages are reached a second Inter-Authority Agreement (IAA2) will be required to take the partnership through the subsequent stages:

- seeking planning and environmental consents;
- construction;
- managing the contract for the operation of the facility over the life of the contract; and
- concluding the contract on expiry.

2.02 During late 2013 and January 2014 discussions have been held with the officer groups advising and supporting the project (legal, financial and technical) on the content of the 2nd Inter Authority Agreement. At the Joint Committee on 29th January 2014, agreement was reached on the remaining key areas. The key principles that have been agreed at the Joint Committee are set out in the table at 3.2 below.

2.03 A summary of the IAA2 principles produced by the project's legal advisors, Pinsent Masons, is highlighted within the draft second Inter Authority Agreement Appendix 1 (separate document) and as set out in a Report at Appendix 2 (separate document). It is intended that these reflect the key terms of the Project Agreement that Flintshire as Lead Authority will be entering into with the Preferred Bidder on Contract Award.

3.00 CONSIDERATIONS

3.01 Appendix 1 is still a working draft of the IAA2, which makes provision for:

- the principles and key objectives of the agreement
- the duties of the Lead Council (Flintshire) and Partners
- decision making processes
- site issues
- termination events and consequences
- roles of the Project Board and Joint Committee
- the commitments and liabilities of each partner constituent council and their contributions.

It now contains all of the agreed principles recommended by the Joint Committee with a view to the detail behind those principles to now be finalised. A completed document will then be sent to all five Authorities before Contract Award and the Lead Authority Chief Executive will take into account the observations of all constituent Authorities.

The constitutional and governance arrangements of the second IAA are intended to reflect those of the first IAA:- namely that the Project Board and Joint Committee decisions are to be by majority vote and the matters reserved to the individual Councils are to be unanimous decision; the quorum for the Project Board would be a senior officer from each participating Council in person (or if in an emergency by telephone) and for the Joint Committee, the quorum would be attendance by one member (voting or non-voting member) from each participating Council.

3.02 The table below summarises the key areas of cost sharing principles and other significant issues within the IAA2 which were put to the Joint Committee on the 29th January 2014 for recommendations. Points 14 and 15 of that table were additional recommendations made by the Joint Committee for incorporation into the IAA2.

Liabilities of the Councils are set out at paragraph 6 of Pinsent Mason's Report at appendix 2. On termination liability essentially follows the cost sharing agreed principle, that if any liabilities/termination payments are incurred whilst the facility is operational then those costs are to be borne by the Councils pro rata per the tonnage delivered. If however, the facility has not yet been built then those costs are to be borne equally. If the Councils were not equally at fault for termination and one Council bears more responsibility for that event then that Council shall bear a greater proportion for any payment due. For any other defaults, then the responsible Council will pay this or if there is more than one, will share this accordingly. Any Council withdrawing or being terminated will have to pay in accordance with the Liability Report set out at Schedule 7 of the IAA2. This reflects the Liability Report appended to the 1st Inter-Authority Agreement.

	Issue	Agreement at Project Board
1.	1. A general overarching agreement on cost sharing.	<p>a) Where any costs apply to a period when the facility is operational that they are split pro rata based on the tonnage delivered (i.e. actual not forecast) subject to paragraph 14 of this table below, and</p> <p>b) In any other situation the costs are to be divided equally between the councils</p> <p>See 3 below for after the site has been operational and is being wound down.</p>
2.	What happens to the site on early termination?	<p>The cost sharing principle above is to be applied to any early termination payments and liabilities.</p> <p>In relation to the facility site:</p> <p>a) If the facility had been built and still had the potential to be used, then it should be made available to the Partnership for the duration of the term of the proposed Project Agreement. The rationale for this is that on early termination, the Partnership as a whole will have invested in the capital and operating expenditure incurred up to the termination date. If Flintshire alone were to have the benefit of a “working facility”, then this would be inequitable and there would have to be some payment by them to offset any valuation of the facility which would probably be punitive to meet.</p> <p>b) If the facility had not been built i.e. because of planning failure, then there would be no obligation to tie the site to the project.</p> <p>c) If the facility was built but not operational or had a negative value (i.e. on a re-tender for a Contractor default situation) then all Councils should contribute / share any liability such as decommissioning costs or alternatively share any additional costs of making the facility operational for the term of the Project Agreement.</p>

3.	Decommissioning costs.	<p>These are to be divided equally at expiry. However, if Flintshire were to opt to continue using the facility solely it would take on the decommissioning liability in full. A share of these costs is to be included in the liability report for any Council withdrawing or being terminated early.</p> <p>For reference current estimates provided by AMEC are that decommissioning could cost in the region of £1.1 million (with a 10% contingency to be built in) and could take up to 6 to 12 months to deal with the Planning and EIA requirements and a potential further 12 to 18 months for the actual decommissioning itself (subject to any complications that could arise).</p>
4.	Contract Management Costs	These are to be divided equally up to operation of the Facility and thereafter pro rata based on the tonnage delivered as per the general cost sharing principle.
5.	The Community Benefit Fund	This is to be paid into by all 5 Councils pro rata based on the tonnage delivered
6.	Loss of WG funding	Any loss of funding for which the Contractor is not responsible will be shared and paid by the Councils pro rata based on the tonnage delivered
7.	New build Waste Transfer station (if required)	This is to be divided equally as a capital expenditure. The parcel of land provided is to revert to the donating authority if owned by them, or if funded by the partnership then the councils would jointly decide what happens to that facility at the end of the contract term and how its proceeds/assets are to be distributed.
8.	Decision making	All decisions to be made by the Project Board and Joint Committee are to be by majority vote with any matters that are reserved to Individual Councils to be made unanimously by all Councils (save for when one Council has defaulted in which case the four non-defaulting Councils only, would have to make any decision unanimously ie to terminate the defaulting Council).

9.	Extension of the Project Agreement	This is to be a matter that all five councils are required to agree on (without allowing for any Council to withdraw at this stage) and if the decision cannot be unanimous then any Council(s) who do wish to continue to use the facility can agree to do so outside of the Project Agreement. Those councils could decide to agree a new procurement amongst themselves.
10.	Cost Sharing during operation (waste treatment, haulage / transport and "excess payments")	<p>a) Each authority is bound by its own Guaranteed Minimum Tonnage and the price bands as charged by the contractor.</p> <p>b) Payments to the contractor for the treatment and transport of waste will be based on the actual tonnages delivered subject to not exceeding the forecast tonnages.</p> <p>c) Where tonnage delivered by an authority exceeds the forecast tonnages, the authority delivering such excess tonnage shall be solely responsible for the costs associated with the treatment and transport of such tonnage.</p> <p>d) Where the tonnages are below the guaranteed minimum tonnage the guaranteed minimum tonnage as applicable to each authority will be deemed to be the tonnage delivered by the relevant authority.</p> <p>e) In the event where the tonnages delivered are below the guaranteed minimum tonnage, the authority not meeting its requirements will pay on the basis of the guaranteed minimum tonnage and this will result in an 'excess payment' to be managed as per paragraph 12.a) below.</p>

11.	Cost of managing waste prior to haulage and treatment (e.g. waste transfer stations)	<p>a) Where WG do not provide a grant for that element, each authority would be responsible for their own transfer station operating costs, with no recourse to other authorities;</p> <p>b) Where WG do provide a grant for that element, all partner authorities will pay in to the Partnership an agreed amount per tonne for the waste being managed within each authority area, and all partner authorities receive an equitable share of the payment back, with the addition of the Welsh Government Grant. The amount paid “in” to the partnership per tonne will be an amount agreed between the partner authorities (the starting point for the discussion would be the rate identified by the market testing / procurement exercise for the intended Conwy transfer station; this will ensure that the amount is based on a market rate).</p>
12.	Benefit Sharing	<p>a) The application of the overall contract level tonnage limits on an authority level could result in an overall overpayment by the authorities in total compared to the payment to the contractor and such excess will be termed as 'excess payments' but is in actuality arises as a result of the benefits of being in a partnership. Such “Excess” payments should be placed in a reserve to be used to fund project expenses, or be shared on a periodic basis or at the end of the project utilising the percentages used to allocate the tonnage bandings. This will be administered by the Joint Committee at its discretion.</p> <p>b) The Excess Payments will be reviewed after the first year of the contract to take into account the likelihood of amounts that may regularly be accrued on an annual basis.</p> <p>c) Dealing with additional income and windfall gains: - the project has the potential to deliver increased 3rd party income over and above that guaranteed by the contractor. Examples include electricity and 3rd party waste income. There could also be circumstances where windfall payments also arise (for instance if there are electricity or heat generation subsidies not envisaged at this time that subsequently come to pass). Such income is to be split pro rata per tonne delivered.</p>

13.	Ability to "trade" tonnage allocations.	The project will be operational for 25 years, and during this time it is likely that proportions of wastes arising will change between authorities during the project period. The IAA2 is to have a method included within it to ensure some flexibility to allow readjustment on the tonnage bands to more closely reflect any changes in the proportions of waste arisings between authorities.
14.	Commitment to Guaranteed Minimum Tonnages/Payments	The Councils agree to make a commitment to make payments for not less than the Guaranteed Minimum tonnages of Contract Waste to the Contractor each year, whether they deliver their share of the Minimum Tonnage or not. Their share will be set out in an appendix to the 2 nd Inter Authority Agreement.
15.	Additional air quality Monitoring	The Councils agree that there will be additional air quality monitoring undertaken for the period of 1 year from the date of service commencement at the discretion of the Joint Committee. Costs will be shared on a pro rata basis per actual tonnages delivered. Thereafter the said monitoring will be subject to review by the Joint Committee."

3.03 The Environment and Regeneration Overview and Scrutiny Committee has been pre-consulted on the draft Inter Authority Agreement and has recommended its adoption.

4.00 RECOMMENDATIONS

4.01 Members to note that Environment and Regeneration Overview and Scrutiny Committee has reviewed and scrutinised the draft Inter Authority Agreement and recommended its adoption.

4.02 To commit to the Partnership and the Project by adopting, along with the other 4 councils, the principles in the 2nd Inter-Authority Agreement which reflect the key terms of the Project Agreement to be entered into by the Lead Council with the Preferred Bidder on Contract Award.

4.03 To delegate authority to the Lead Chief Executive to:

- finalise the 2nd Inter-Authority Agreement for signing by the constituent authorities;
- circulate the finalised agreement to the Monitoring Officers of all 5 Authorities
- take into account the views of all constituent Authorities and to refer back to the Joint Committee for approval any material departures from the agreed principles.

- 4.04 To agree to the Council signing the 2nd Inter Authority Agreement once it has been finalised in accordance with the above procedure

5.00 FINANCIAL IMPLICATIONS

- 5.01 There are financial implications and risk for all five constituent authorities as a consequence of entering into an Agreement. These are summarised in this and accompanying reports.

6.00 ANTI-POVERTY IMPACT

- 6.01 None

7.00 ENVIRONMENTAL IMPACT

- 7.01 None.

8.00 EQUALITIES IMPACT

- 8.01 None.

9.00 PERSONNEL IMPLICATIONS

- 9.01 None.

10.00 CONSULTATION REQUIRED

- 10.01 None.

11.00 CONSULTATION UNDERTAKEN

- 11.01 A number of meetings have taken place of the Technical Officers' Group, Finance Officers' Group and the Legal Officers' Group to discuss the key issues raised in the draft IAA2, at the Project Board on 12 December 2013, and 16 January 2014 and the Joint Committee on 29 January 2014. The draft Agreement has been reviewed and scrutinised by the Environment and Regeneration Overview and Scrutiny Committee.

12.00 APPENDICES

- 12.01 Appendix 1 - Draft Second Inter-Authority Agreement
12.02 Appendix 2 - Report on the Draft Second Inter-Authority Agreement

LOCAL GOVERNMENT ACCESS TO INFORMATION ACT 1985

Background Documents:

None.

Contact Officer: Louise Pedreschi (FCC)
Gareth Owens (FCC)
Steffan Owen (NWRWTP)

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DATED

2014

- (1) CONWY COUNTY BOROUGH COUNCIL
- (2) DENBIGHSHIRE COUNTY COUNCIL
- (3) FLINTSHIRE COUNTY COUNCIL
- (4) GWYNEDD COUNCIL
- (5) ISLE OF ANGLESEY COUNTY COUNCIL

SECOND INTER-AUTHORITY AGREEMENT
in relation to the joint procurement of
a Residual Waste Treatment Facility pursuant to
the North Wales Residual Waste Partnership Agreement

DRAFT

The Draft IAA is subject to a cross referencing and definitions check. The Agreement will need to be further monitored and updated in line with the final agreed form Project Agreement.

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BETWEEN

- (1) **CONWY COUNTY BOROUGH COUNCIL** of Bodlondeb, Conwy, North Wales, LL32 8DU ("**Conwy Council**");
- (2) **DENBIGHSHIRE COUNTY COUNCIL** of Environmental Services, Kinmel Park Depot, Bodelwyddan, Denbighshire, LL18 5UX ("**Denbighshire Council**");
- (3) **FLINTSHIRE COUNTY COUNCIL** of County Hall, Mold, Flintshire, CH7 6NB ("**Flintshire Council**");
- (4) **GWYNEDD COUNCIL** of Council Offices, Shirehall Street, Caernarfon, Gwynedd, LL55 1SH ("**Gwynedd Council**"); and
- (5) **ISLE OF ANGLESEY COUNTY COUNCIL** of Council Offices, Llangefni, Anglesey, LL77 7TW ("**Isle of Anglesey Council**")

(together referred to as the "**Councils**" and individually as a "**Council**")

BACKGROUND

- (A) The Councils have agreed to work together in a partnering relationship to jointly procure a residual waste treatment facility and deliver residual waste treatment services (the "**Solution**") in furtherance of the objectives of the North Wales Residual Waste Treatment Partnership (the "**Partnership**") and the project known as the North Wales Residual Waste Treatment Project (the "**Project**").
- (B) The Councils (pursuant to the powers conferred on them by Sections 51 and 55 of The Environmental Protection Act 1990, Section 19 of the Local Government Act 2000 and all other enabling powers) entered into the first Inter-Authority Agreement on 24 June 2010 (the "**First Inter-Authority Agreement**") to formalise their respective roles and responsibilities in relation to the joint working arrangements for the procurement of the Project and the appointment of Flintshire Council as Lead Council in carrying out the procurement in accordance with the terms of the Outline Business Case and the common decision made by each Council to approve the affordability envelope for the Project and commence the procurement.
- (C) The Councils acknowledge that the First Inter-Authority Agreement regulated the procurement of the Project up to Financial Close. Pursuant to the First Inter-Authority Agreement, the Councils have agreed to enter into this second Inter-Authority Agreement (the "**Agreement**") which will set out the respective rights and obligations of each Council in relation to the implementation and operational phases of the Project.
- (D) The Councils have agreed that the Lead Council shall enter into a contract (the "**Project Agreement**") with [Name of Contractor]¹, (Company No. []), a private sector contractor, of [] (the "**Contractor**") involving the design, construction, installation, commissioning, financing, operation and maintenance of the Facilities and the provision of the Services (including the Interim Services and the Commissioning Services).
- (E) Following the successful entry into the Project Agreement, the Councils have agreed to enter into this Agreement to formalise their respective roles and responsibilities in relation to the joint working arrangements for the operational phase of the Project following financial close and the appointment of Flintshire Council as Lead Council.

¹ Details to be included when confirmed in respect of the Project Agreement.

- (F) The Councils acknowledge that this Agreement sets out the basis on which risks and liabilities are apportioned between the Councils in relation to the implementation and operational phases of the Project. Such agreement is intended to reflect the terms of the Project Agreement.
- (G) The Councils agree to work together in the implementation and contract management of the Project Agreement and acknowledge that all decisions relating to the Project and the operation of the Project Agreement shall be made in accordance with the terms of this Agreement and shall be implemented by the Lead Council under the Project Agreement for and on behalf of itself and the other Councils.
- (H) The Councils wish to enter into this Agreement and implement the Project pursuant to the powers conferred on them by sections 51 and 55 of the Environmental Protection Act 1990, sections 19 and 20 of the Local Government Act 2000, and all other enabling powers.
- (I) Under Section 113 of the Act the Councils may enter into an agreement with each other for the placing at their disposal the services of officers employed by them.
- (J) By virtue of Section 111 of the Act, each of the Councils has power to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of any of its functions.
- (K) By virtue of Section 3 of the Local Government Act 1999 substituted by the Local Government and Public Involvement Health Act 2007, each of the Councils has a duty to make arrangements to secure continuous improvement in the way in which its functions are exercised having regard to a combination of economy, efficiency and effectiveness.
- (L) By virtue of Section 2 of the Local Government Act 2000, each of the Councils has power to do anything that it considers is likely to achieve the promotion or improvement of the economic, social or environmental well-being of its area.
- (M) The Councils have agreed to establish and participate in a joint committee (whose remit is presently limited to the Project but may be extended to cover other activities by agreement) to facilitate the delivery and management of the Project from the date of financial close of the Project when the Project Agreement and supporting documentation is completed.
- (N) The Councils acknowledge that this Agreement shall be certified for the purposes of the Local Government (Contracts) Act 1997.

1. **DEFINITIONS AND INTERPRETATION**

[DN: Definitions to be reviewed and updated.]

1.1 In this Agreement and the Recitals, unless, the context otherwise requires the following terms shall have the meaning given to them below:-

"AB Accounts"	has the meaning given in Clause 14 (Accounts)
"Accounting Period"	means those periods set out in Schedule 6 (Accounting Periods) as may be amended from time to time in accordance with the terms of this Agreement
"Act"	means the Local Government Act 1972
"Allocated Site"	means a site (or sites) offered to the Project by a Council;

"Annual Budget"	means the sum set out in Schedule 5 (Annual Budget) which represents the upper limit of the financial threshold calculated by the Project Board for each Council's annual contribution to the necessary funding of the Lead Council to discharge its functions on behalf of all the Councils under this Agreement as managed by the Project Board, notified to the Joint Committee and approved by each Council in respect of this Project (and the Councils acknowledge that the Annual Budget does not include the Unitary Charge payment made under the Project Agreement)
"Business Day"	means any day other than a Saturday or Sunday or a public or bank holiday in England and Wales
"Chair"	means the chair of the Joint Committee (duly appointed pursuant to paragraph 11 of Part 2 of Schedule 2 (Joint Committee Terms of Reference)) or the Project Board (duly appointed pursuant to Clause 8.4 (Project Board) (as the case may be))
"CIWM"	means the Chartered Institute of Wastes Management
"Commencement Date"	means the date of this Agreement
"Confidential Information"	means all know-how and other information whether commercial, financial, technical or otherwise relating to the business, affairs or methods of all or any Council, which is contained in or discernible in any form whatsoever (including without limitation software, data, drawings, films, documents and computer-readable media) whether or not marked or designated as confidential or proprietary or which is disclosed orally or by demonstration and which is described at the time of disclosure as confidential or is clearly so from its content or the context of disclosure
"Contract Documents"	means the Project Agreement, the [Collateral Warranties, the Independent Certifier's Appointment and the Parent Company Guarantee, the Haulage Sub-Contract (each as defined in the Project Agreement)] ² and any other document entered into between the Lead Council and the Contractor or an Affiliate of the Contractor in respect of the Project
"Contract Manager"	means the person appointed to manage the Project
"Contract Procedure Rules"	means the Lead Council's contract procedure rules
"Contractor"	Is the term used to define the Contractor in the Project Agreement
"Conwy's Payment Proportion"	has the meaning given in Clause 12 (Payments)
"Core Policies"	means those policies set out at Schedule 13 (Authority's Policies) of the Project Agreement

² List to be reviewed in line with the final solution.

"Cost Sharing Formula"	means, when the Councils are responsible for the cost of any item and payment is due from the Lead Council to the Contractor, that costs shall be shared between each of the Councils in the proportions set out in Part 1 of Schedule 9 (Payment Proportions) (and subsequently reconciled on an annual basis)
"Council Procedure Rules"	means the Lead Council's procedure rules
"Counternotice"	has the meaning given in Clause 2.2.2 (Breaches of this Agreement and Remediation)
"Decision Period"	means the period of [fourteen (14) Business Days] ³ from the date of the Liability Report or such other time as is unanimously agreed by all the Councils
"Project Officer"	has the meaning given in Clause 9 (Project Officers)
"Deductions"	means the deductions imposed by the Lead Council pursuant to Schedule 4 (Payment Mechanism) of the Project Agreement
"Default Interest Rate"	means two per cent (2%) above the base rate of Barclays Bank plc
"Default Notice"	has the meaning given in Clause 2.2.1 (Breaches of this Agreement and Remediation)
"Defaulter"	has the meaning given in Clause 2.3.1 (Termination)
"Denbighshire's Payment Proportion"	has the meaning given in Clause 12.8 (Payments)
"Dispute"	means any difference or dispute between the Councils arising out of or in connection with this Agreement and/or the Project
"DPA"	means the Data Protection Act 1998
"Due Date"	has the meaning given in Clause 12.7 (Payments)
"EIR"	has the meaning given in Clause 19 (Freedom of Information and Environmental Information)
"EU Procurement Rules"	means the Public Contracts Regulations 2006
"Facility"	means the waste management facility (or facilities) procured as the Solution under the Project designed for processing residual waste, waste being defined in the Waste and Emissions Trading Act 2003
"Final Business Case" or "FBC"	means the final business case for the Project, prepared by the Councils and subject to the Council's delegated approval before submission to the Welsh Government for funding to support the Project

³ Time period to be agreed by the Councils.

"FoIA"	has the meaning given in Clause 19 (Freedom of Information and Environmental Information)
"Gwynedd's Payment Proportion"	has the meaning given in Clause 12.9 (Payments)
"Intellectual Property"	means any and all patents, trade marks, trade names, copyright, moral rights, rights in design, rights in databases, know-how and all or other intellectual property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating to them and the right to apply for registration of them
"IP Material"	means the Intellectual Property in the Material
"Isle of Anglesey's Payment Proportion"	has the meaning given in Clause 12.10 (Payments)
"JC Unresolved Matter"	has the meaning given in Clause 6.3 (Joint Committee)
"Joint Committee"	shall have the meaning given to it in Clause 6.1 (Joint Committee) being the joint board of members of the Councils with delegated power to discharge the functions of the relevant Council as provided for in this Agreement in relation to the Project established under the provisions of Part VI of the Act
"Joint Committee Meeting"	means a meeting of the Joint Committee duly convened in accordance with Clause 6 (Joint Committee)
"Key Facility"	means the key residual waste treatment facility procured as part of the Solution under the Project
"LAS"	means the Landfill Allowance Scheme (LAS) Regulations (Wales) 2004
"LAS Allowances"	means the annual allowances for each local authority pursuant to the LAS
"Lead Council"	means the Council appointed under Clause 4 (Duties of the Lead Council and Other Councils) as the lead administering authority for the Project whose duties are set out in this Agreement
"Lead Finance Officer"	means the person so appointed from time to time by the Lead Council to represent the interests of the Councils in respect of financial matters of the Project and to ensure the provision of regular update reports are provided to the Project Board from time to time and who shall be called the Lead Finance Officer reporting to the Project Section 151 Officer

"Liability Report"

means a report prepared by the Lead Council (or such other Council nominated under Clause 2.3.4(b) (Termination) in the event that the Lead Council is a Defaulter or Clause 16.3 (Withdrawal) in the event that the Lead Council issues the Withdrawal Notice) acting reasonably setting out the financial and resource commitments of the relevant Council under Clause 2.3.4(b) (Termination) upon termination or Clause 16.6 (Withdrawal) upon withdrawal including the items set out in 7 (Liability Report)

"Local Authority"

means a principal council (as defined in section 270 of the Act) or any body of government in Wales established as a successor of a principal council

"Market Value"

means the best price at which the Allocated Site in question might reasonably be expected to have been disposed of unconditionally for cash consideration at the relevant time assuming:-

- (a) a willing seller;
- (b) that prior to the relevant time there has been a reasonable period for the proper marketing of such Allocated Site and for the agreement of price and terms for completion of the disposal of such Allocated Site;
- (c) the state of the market, levels of values and other circumstances are on any earlier assumed date of exchange of contracts the same as at the relevant time;
- (d) the relevant Council has good and marketable title to such Allocated Site;
- (e) all necessary consents for any building or other works at such Allocated Site have been obtained and such Allocated Site can be lawfully used;
- (f) any damage to such Allocated Site caused by any insured risk has been made good;
- (g) that where the Project (or one of the Councils in furtherance of the Project) has made an investment into improving an Allocated Site (whether by obtaining planning permission or other permits or necessary consents, regardless of whether they are used or capable of being used for the Project, or otherwise) to confer an advantage on the value of such Allocated Site compared to its pre-Project value then such enhancement shall be taken into account,

and otherwise taking into account of the actual circumstances as shall exist at the time including the results of any site investigation survey, ground conditions survey or ground contamination survey to identify any pre-existing abnormal issues or contamination,

provided further that for the purposes of calculating valuation to determine whether proposed Allocated Site disposals under the terms of the Act any Council willing to dispose of its land at less than Market Value as established under the RICS Valuation Standards will have regard to the Local Government Act 1972: General Disposal Consent (Wales) 2003

"Material"	means all data, text, graphics, images and other materials or documents created, used or supplied by a Council in connection with this Agreement (unless before the first use or supply, the Council notifies the other Councils that the data, text supplied is not to be covered by this definition)
"Matter Reserved To The Councils"	means those actions, matters and/or functions as defined in Clause 5 (Decision Making)
"Model Procedure"	means the Centre for Dispute Resolution Model Mediation Procedure
"Non-Defaulting Councils"	has the meaning given in Clause 2.3.1 (Termination)
"Notice of Acceptance"	has the meaning given in Clause 2.2.2 (Breaches of this Agreement and Remediation)
"Notice of Dispute"	has the meaning given in Clause 2.2.2 (Breaches of this Agreement and Remediation)
"Performance and Improvement Plan"	means the plan to be prepared and updated as and when necessary by the Contract Manager indicating any anticipated Authority Changes under the Project Agreement, major milestones and activities, and resources required in relation to the Project, to be presented annually to the Project Board in accordance with Clause 10 (Business Plan and Work Programme);
"Personal Data"	means personal data as defined in the DPA
"PB Unresolved Matter"	has the meaning given in Clause 8 (Project Board)
"Project Board"	has the meaning given to it in Clause 8 (Project Board)
"Project Board Meeting"	means a meeting of the Project Board duly convened in accordance with Clause 8 (Project Board)
"Project"	means as defined in Recital (A)

"Project Agreement"	means the contract for the preferred Solution to dispose of the Councils' residual waste to be entered into by the Lead Council (acting on behalf of itself and the Councils) and the Contractor in connection with the Project
"Project Section 151 Officer"	means the person so appointed by the Lead Council (as their officer appointed pursuant to section 151 of the Act) as the officer responsible for the proper administration of the financial affairs under the Project and who shall manage the Lead Finance Officer and collate regular reports on Project accounting matters (provided that for the avoidance of doubt each Council's own officer appointed pursuant to section 151 of the Act shall be entitled to attend Project Board Meetings and Joint Committee Meetings from time to time as non-voting members pursuant to Clauses 8 (Project Board) and 6.18 (Joint Committee) respectively)
"Project Tasks"	means as defined in Clause 4.1 (Duties of the Lead Council and other Councils) being the administrative tasks as set out in Schedule 1 (Project Tasks) as may be amended from time to time by the Councils in accordance with the terms of this Agreement
"Solution"	means as defined in Recital (A)
"Statutory Officer"	means each Council's head of paid service, monitoring officer (both as defined pursuant to the Local Government and Housing Act 1989) and Chief Finance Officer (section 151 officer) as defined in the Act
"Termination Sum"	means any sum payable for Project assets by the Lead Council to the Contractor as compensation on termination caused due to Lead Council default or voluntary termination or relevant discharge terms paid due to the Lead Council acting ultra vires, Contractor default on a no retendering basis (fair market valuation), Contractor default due to breach of the refinancing provisions, force majeure, uninsurability consequences or corrupt gifts and fraud early termination of the Project Agreement
"Vice-Chair"	means the vice-chair of the Joint Committee (duly appointed pursuant to paragraph 10 of Part 2 of Schedule 2 (Joint Committee Terms of Reference)); and
"WG"	means the Welsh Government.

1.2 The principles set out in Clause 1.1 above shall be borne in mind and applied so far as appropriate in the interpretation of this Agreement and in the resolution of any dispute under this Agreement.

1.3 **Interpretation**

In this Agreement, except where the context otherwise requires:-

1.3.1 each gender includes all genders;

- 1.3.2 except as where expressly defined within the Agreement, all words and expressions used throughout this Agreement shall have the same meaning as given under the Project Agreement;
- 1.3.3 the singular includes the plural and vice versa;
- 1.3.4 a reference to any clause, sub-clause, paragraph, Schedule, recital or annex is, except where expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule, recital or annex of and to this Agreement;
- 1.3.5 any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
- 1.3.6 any reference to legislation (including subsidiary legislation), determinations and directions shall be construed as a reference to any legislation, determinations, directions and statutory guidance as amended, replaced, consolidated or re-enacted;
- 1.3.7 a reference to a public organisation (to include, for the avoidance of doubt, any Council) shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over either or both of the waste disposal functions and responsibilities of such public organisation;
- 1.3.8 a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
- 1.3.9 any reference to a requirement for "**consent**" or "**approval**" shall be taken to be the prior written consent or approval of the relevant body or person;
- 1.3.10 the schedule, clause, sub-clause and (where provided) paragraph headings and captions in the body of this Agreement do not form part of this Agreement and shall not be taken into account in its construction or interpretation;
- 1.3.11 words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words;
- 1.3.12 any reference to the title of an officer or any of the Councils shall include any person holding such office from time to time by the same or any title substituted thereafter or such other officer of the relevant Council as that Council may from time to time appoint to carry out the duties of the officer referred to; and
- 1.3.13 in this Agreement, save where otherwise provided, references to amounts expressed to be "**indexed**" are references to such amounts, multiplied by:

Index₁

Index₂
- 1.3.14 where "**Index₁**" is the value of RPIX most recently published prior to the relevant calculation date and "**Index₂**" is the value of RPIX on [REDACTED].

1.4 Schedules

The Schedules to this Agreement form part of this Agreement. This Agreement and its Schedules shall be read and taken together. In the event of any inconsistency or conflict between these terms and conditions in this Agreement and the contents of any of the Schedules these terms and conditions shall prevail.

2. COMMENCEMENT, DURATION AND TERMINATION

2.1 Duration of Agreement

2.1.1 Subject to Clause 2.1.2 this Agreement shall continue in full force and effect from the Commencement Date until the earlier of the following dates:-

- (a) all the Councils agree in writing to its termination; or
- (b) there is only one (1) remaining Council who has not withdrawn from this Agreement in accordance with Clause 16 (Withdrawal); or
- (c) the date falling six (6) months after the expiry or earlier termination of the Project Agreement.

2.1.2 Notwithstanding the provisions of Clause 2.1.1, Clause 17 (Dispute Resolution) of this Agreement shall continue in respect of any Dispute arising prior to the expiry of this Agreement until the date upon which such Dispute has been finally agreed or determined.

2.1.3 The Councils agree that following the Commencement Date the rights, liabilities and obligations of each Council set out within the First Inter-Authority Agreement shall be superseded by the rights, liabilities and obligations set out in this Agreement.

2.2 Breaches of this Agreement and Remediation

[DN: The process and time limits for dealing with failures to comply with this Agreement should be discussed and agreed between the Councils]

2.2.1 At any time the Chief Executive of any of the Councils (the "**First Council**") may serve a notice on one of the other Councils (the "**Other Council**") a notice (the "**Default Notice**"), alleging that the Other Council has failed to comply with its obligations under this Agreement, setting out any suggested remedial action and any damage which the First Council has or is likely to suffer as a result of the alleged failure.

2.2.2 A Council in receipt of a Default Notice shall have **[ten (10) Business Days]** (or such longer period as agreed between the Parties (acting reasonably)), within which to serve on the Chief Executive of the First Council who served the Default Notice a "**Counternotice**", setting out in respect of every matter contained in the Default Notice proposals for the remediation of the alleged failure including a proposed timescale in which the remediation will be completed and making good any loss which the First Council has suffered or may suffer as a result of the failure or the reasons why that alleged failure is disputed.

2.2.3 Within **[ten (10) Business Days]** (or such longer period as agreed between the Parties (acting reasonably)) of receipt of a Counternotice, the Chief Executive of the First Council shall send to the Chief Executive of the Other Council a notice (the "**Notice of Acceptance**") of any proposals contained in the Counternotice in so far as those proposals are accepted by the First Council, and may send a notice (the "**Notice of Dispute**") of any proposals contained in the Counternotice insofar as those proposals are not accepted and setting out in respect of each proposal which is not accepted by the First Council why it is considered to be unacceptable.

2.2.4 Where any proposal in a Counternotice is accepted in a Notice of Acceptance, the Other Council shall implement that proposal as soon as reasonably practicable.

2.2.5 Where any matter is contained in a Notice of Dispute, it shall fall to be dealt with under the disputes procedure set out in Clause 17 (Dispute Resolution).

2.3 Termination of Participation of a Partner Council or Lead Council

2.3.1 Without prejudice to any other rights or remedies, this Agreement may be terminated in relation to any Council ("**Defaulter**") by the other Councils ("**Non-Defaulting Councils**") acting unanimously in giving written notice to the Defaulter effective on receipt where the Defaulter breaches any of the provisions of this Agreement and in the case of a breach capable of remedy fails to remedy the same within [sixty (60) Business Days] (or such other period as agreed by the Councils) of being notified of each breach in writing by the Non-Defaulting Councils and being required to remedy the same.

2.3.2 The Councils acknowledge that a decision to terminate the participation of a Council shall be treated as a Matter Reserved To The Councils.

2.3.3 If this Agreement is terminated in accordance with Clause 2.1 (Duration of Agreement), Clause 2.3.1 (Termination of Participation of a Partner Council or Lead Council), save for the obligations set out in [Clause 11 (Sites)], Clause 23 (Councils' Obligations Following Expiry or Earlier Termination), Clause 25 (Confidentiality and Announcements) and Clause 2.4 (Effects of Termination of the Lead Council), the Councils shall be released from their respective obligations described in this Agreement⁴.

2.3.4 The Councils acknowledge and agree that:

- (a) the Project has been modelled on the basis of participation by the Councils and that there are considerable economic benefits to be achieved as a result of such joint working; and
- (b) accordingly, in the event that this Agreement is terminated in relation to any Council pursuant to Clause 2.3.1 (Termination of Participation of a Partner Council or Lead Council) such Defaulter shall, subject to Clause 23 (Councils' Obligations Following Expiry or Earlier Termination), be liable to the Non-Defaulting Council or Councils for their consequential loss as set out in a Liability Report issued to the Defaulter within [fourteen (14)] days of the notice of termination (such Liability Report being prepared by the Contract Manager and provided to all the Councils which shall be discussed and agreed by the Joint Committee at its next meeting or a specially convened meeting if the next meeting falls more than two (2) weeks after the issue of the Liability Report). The Non-Defaulting Councils shall have a duty, acting reasonably, to mitigate any losses which they suffer due to the financial and resource implications set out in the Liability Report.
- (c) pursuant to Clause 23 (Councils Obligations Following Early Termination of the Project Agreement), if a Defaulter causes the early termination of the Project Agreement, such Defaulter shall be liable to the other Councils in accordance with Clause [] and the Liability Report (prepared in accordance with Clause [] above) shall reflect such liabilities;
- (d) any amounts payable by a Defaulter set out in a Liability Report shall be paid by the Defaulter within [] Business Days⁵

⁴ To draft out and list any continuing obligation/survivorship clauses.

⁵ Time period to be agreed.

following agreement of the Liability Report by the Joint Committee or determined under Clause 2.8.5; and

- (e) any failure by the Joint Committee to agree the amounts payable as set out in the Liability Report within [] Business Days⁶ shall be referred under Clause 17 (Dispute Resolution) as a dispute for resolution.

2.4 Effects of Termination of the Lead Council

The Councils acknowledge and agree that if the Lead Council (or any subsequent lead council) is terminated in accordance with the provisions of Clause 2.3 (Termination of Participation of a Partner Council or Lead Council), then the Lead Council (or any subsequent lead council), shall, prior to their termination from the Project:-

2.4.1 novate each of the Contract Documents (including but not limited to the Project Agreement, Independent Certifiers' Appointment, Parent Company Guarantee) to the new lead council as selected by the remaining Councils; and

2.4.2 comply with the obligations set out at Clause 11.2.

3. PRINCIPLES AND KEY OBJECTIVES

3.1 The Councils intend this Agreement to be legally binding.

3.2 The Councils agree to work together to carry out the Project Tasks and activities in accordance with the terms of this Agreement.

3.3 Each of the Councils hereby represents to each other Council that it has obtained all necessary consents sufficient to ensure the delegation of functions provided by this Agreement for the Project.

3.4 The Councils commit to share data and knowledge relevant to the Project where appropriate and in accordance with their duties under the DPA.

3.5 Without prejudice to the terms of this Agreement, the Councils agree that they will conduct their relationship in accordance with the following principles:-

3.5.1 Openness and Trust

in relation to this Agreement the Councils will act in accordance with a duty of good faith to each other, be open and trusting in their dealings with each other, make information and analysis available to each other, use such information to support the Project, discuss and develop ideas openly and contribute fully to all aspects of making the joint working successful. Whilst respecting the mutual need for commercial confidentiality, the Councils will willingly embrace a commitment to transparency in their dealings and in particular a need to comply with statutory access to information requirements including the Environmental Information Regulations 2004 (SI 2004/3391) and the Freedom of Information Act 2000 and supporting codes of practice. The Councils will be aware of the need for and respect matters of commercial confidentiality and potential sensitivity;

⁶ As above.

3.5.2 **Commitment and Drive**

the Councils will be fully committed to working jointly, will seek to fully motivate employees and will address the challenges of the Project with drive, enthusiasm and a determination to succeed;

3.5.3 **Skills and Creativity**

the Councils recognise that each brings complementary skills and knowledge which they will apply creatively to achieving the Councils' objectives, continuity, resolution of difficulties and the development of the joint working relationship and the personnel working within it. It is recognised that this will involve the appreciation and adoption of common values;

3.5.4 **Effective Relationships**

the roles and responsibilities of each Council will be clear with relationships developed at the appropriate levels within each organisation with direct and easy access to each other's representatives;

3.5.5 **Developing and Adapting**

the Councils recognise that they are engaged in what could be a long term business relationship for mutual benefit through the achievement of the Project which needs to develop and adapt and each Council will use reasonable endeavours to develop and maintain an effective joint process to ensure that the relationship develops appropriately and in line with these principles and objectives including ensuring that the Lead Council's obligations within the Project Agreement are met at all times;

3.5.6 **Reputation and Standing**

the Councils agree that, in relation to this Agreement and the Project generally, they shall pay the utmost regard to the standing and reputation of one another and shall not do or fail to do anything which may bring the standing or reputation of any other Council into disrepute or attract adverse publicity to any other Council;

3.5.7 **Reasonableness of Decision Making**

the Councils agree that all decisions made in relation to this Agreement and the Project generally shall be made by them acting reasonably and in good faith; and

3.5.8 **Members and Officers' Commitments**

each Council shall use its reasonable endeavours to procure that their respective members and officers who are involved in the Project shall at all times act in the best interests of the Project, devote sufficient resources to the Project and respond in a timely manner to all relevant requests from the other Councils.

3.5.9 **Welsh Language Measure**

the Councils agree to cooperate in good faith with each other in the compliance of their obligations under the Welsh Language Measure.

4. DUTIES OF THE LEAD COUNCIL AND OTHER COUNCILS

- 4.1 Subject to section 101(4) of the Act, the Councils (acting severally) have agreed, with effect from the Commencement Date, that Flintshire Council acting through its Chief Executive will be the Lead Council for the carrying out of the Project administrative and representative functions (following, where relevant, any approvals required from the Councils) (the "**Project Tasks**") which shall be carried out for and on behalf of itself and the other Councils and Flintshire Council agrees to act in that capacity subject to and in accordance with the terms of this Agreement.
- 4.2 The Councils shall recognise the existence of and comply with the decisions that have been delegated to the Joint Committee. For the avoidance of doubt the Councils shall have the right to and shall make individual independent decisions on matters referred to each of them by the Joint Committee for decision and on matters not delegated or referred to the Joint Committee.
- 4.3 The Joint Committee shall decide:
- 4.3.1 the detailed scope and authority of the Lead Council role;
 - 4.3.2 by reference to the Contract Documents the administrative and representative functions of the Lead Council being:
 - (a) administrative functions which can be undertaken by the Lead Council without the need for consultation with the Joint Committee; or
 - (b) representative functions which will be instructed by the Joint Committee (whether in accordance with the established standing orders of the Joint Committee or otherwise) and communicated to the Contractor by the Lead Council;
 - 4.3.3 consultation and reporting requirements between the Lead Council and the Joint Committee.
- 4.4 For the avoidance of doubt the Councils have agreed that the role of Lead Council includes (but is not limited to):-
- 4.4.1 acting on behalf of the Councils in the management and supervision of the Project;
 - 4.4.2 acting under the direction of the Joint Committee provided always that the Joint Committee can only direct in accordance with terms of the Project Agreement;
 - 4.4.3 for any function the Lead Council shall act on behalf of and in the interests of the Partnership;
 - 4.4.4 liaising with the Contractor and the Contractor's Representative;
 - 4.4.5 participating in the Liaison Committee (and co-ordination of the ten (10) Council representatives, being two representatives from each of the Councils, who are appointed to the Liaison Committee for the purposes of Schedule 18 (Liaison Procedure) of the Project Agreement));
 - 4.4.6 subject to indemnities acting as the employing authority for any staff involved in the administration of the Project who shall report to the Project Board in accordance with this Agreement (including the Contract Manager);
 - 4.4.7 being the legal point of contact for the purposes of managing the Project;

- 4.4.8 providing such additional administrative resources and office facilities that may be necessary for the purpose of discharging the Project and holding all central funds;
 - 4.4.9 responsibility for liaison and communication with WG and co-ordination of communication and public relations;
 - 4.4.10 responsibility for conducting an internal audit and reporting on its findings to the Joint Committee;
 - 4.4.11 managing the application of the Annual Budget in respect of the Project and reporting on expenditure to the Joint Committee; and
 - 4.4.12 having powers to enter into contracts for consultants as required for the purposes of the Project following prior approval from the Project Board.
- 4.5 If the Lead Council defaults and the Agreement is terminated in respect of it pursuant to Clause 2.3.1 (Termination) or the Lead Council withdraws pursuant to Clause 16 (Withdrawal), then a replacement Lead Council will be appointed by the Joint Committee and the withdrawing Lead Council or Lead Council as Defaulter (as the case may be) voting members on the Joint Committee will not have the right to vote in regard to any such appointment.
- 4.6 The Councils acknowledge that the Lead Council role in the administration of the Project Agreement shall be largely discharged by the Contract Manager acting as the Authority's Representative as defined under the Project Agreement.
- 4.7 The Contract Manager shall:
- 4.7.1 be employed by or seconded to the Lead Council and report to the Project Board as line manager;
 - 4.7.2 conduct all day to day business for the Project to satisfy the Lead Council's obligations to the Contractor under the Project Agreement;
 - 4.7.3 potentially have staff reporting to him or her who may be seconded from the other Councils (not being the Lead Council);
 - 4.7.4 notify the Lead Council (without undue delay) of any matter that may reasonably be expected to have a local and/or political significance to any Council.

[DN: The Councils acknowledge and agree that under the terms of the Project Agreement there will be a commitment to make payments for not less than the Minimum Tonnage of Contract Waste to the Contractor per year. Accordingly, if any Council fails to deliver its Minimum Tonnage guarantee of Contract Waste in any year, such Council shall still be liable for its Minimum Payment. Details in respect of each Councils Minimum Tonnage guarantee/Minimum Payment will be set out in Schedule 9 (Payment Proportions).]

- 4.8 The Councils agree and undertake to commit to the Project in accordance with the terms of this Agreement and not to commission and/or undertake any procurement and/or Project that seeks or would procure the delivery of all or any part of the Project outside the terms of this Agreement (including (without limitation) wilfully diverting Contract Waste away from the Project) unless and until it shall have withdrawn from the Project in accordance with Clause 16 (Withdrawal). The Councils acknowledge that their commitment to a minimum tonnage guarantee for residual waste remains whether they consider alternative waste collection or recycling programmes and that pursuant to [Part 3 of Schedule 9 (Payment Proportions) they shall be collectively liable for the minimum tonnage guarantee payments where there is an overall shortfall by the Councils collectively in supplying sufficient waste to the Key Facility (and that

the terms of Part 3 of Schedule 9 (Payment Proportions) shall address any intra-Councils commercial arrangements in meeting the Project's minimum tonnage guarantee).]

- 4.9 Each Council warrants to the other Councils that it shall observe and comply with the terms of each of the Contract Documents and shall, subject to the remaining provisions of this Agreement, indemnify the other Councils in respect of any loss, damage or expense caused as a result of its breach of any of the Contract Documents.
- 4.10 Each Council shall co-operate with the other Councils in good faith in order to facilitate the performance of their respective obligations under the Contract Documents and to avoid and/or mitigate any additional costs, expenses, delays or disruption to the Project provided that (subject to the specific obligations within this Agreement) no Council shall be under any duty to fulfil obligations which are the responsibility of any other Council.
- 4.11 Each Council acknowledges that it shall not exercise or waive any right under any of the Contract Documents where such exercise or waiver has not first been approved in accordance with this Agreement.
- 4.12 Each Council in entering into the Contract Documents shall be deemed to have satisfied itself of all relevant matters and shall not rely on any representations made by any other Council in respect of the Contract Documents.
- 4.13 For the duration of this Agreement, the Lead Council shall act as the primary interface with the Contractor, WG, Infrastructure UK and any other body necessary to carry out the Project Tasks in accordance with the terms of this Agreement.
- 4.14 For the duration of this Agreement, the Lead Council shall act diligently and in good faith in all its dealings with the Contractor and the other Councils and it shall use all reasonable endeavours to carry out the Project Tasks in accordance with any WG guidance and any other applicable legislation.

5. **DECISION MAKING**

- 5.1 In terms of the need for decisions and other actions to be taken and carried out for the Project Tasks, the Councils have identified the following four (4) categories together with the means by which they will be taken:-

5.1.1 **"Contract Manager Matter"** – being the day to day management of the Project (in accordance with the terms of the Project Agreement) pursuant to Clause [4.7] which shall include any decision which has (or is reasonably expected to have) an annual financial impact on the Project of up to (and including) [£]⁷, except in circumstances where such decision could reasonably be expected to have local and/or political significance to any of the Councils, in which case such decision shall be elevated to the Project Board, provided always that the Contact Manager may refer any matter to the Project Board;

5.1.2 **"Project Board Matter"** - being a matter which is to be decided upon [(pursuant to Clause 8 and Schedule 3 (Project Board Terms of Reference))] at a quorate meeting of the Project Board by those present and entitled to vote and which shall have (or is reasonably expected to have) an annual financial impact on the Project of up to [£] or be a matter referred to the Project Board by the Contract Manager. Any decision made by the Project Board in relation to a Project Board Matter within these financial parameters shall be binding on all of the Councils. Any decision to be made on a matter

⁷ Appropriate figure to be determined.

with an impact (or expected impact) in excess of these parameters shall be elevated to the Joint Committee, provided always that the Project Board can refer any matter of any financial value to the Joint Committee if they so decide;

5.1.3 **"Joint Committee Matter"** – being a matter which is to be decided upon at a quorate meeting of the Joint Committee by those present and entitled pursuant to Clause (Joint Committee Terms of Reference) to vote and which shall have (or is reasonably expected to have) an annual financial impact on the Project of up to [£] or be a matter referred to the Joint Committee by the Project Board. Any decision made by the Joint Committee in relation to a Joint Committee Matter within these financial parameters shall be binding on all of the Councils. Any decision to be made on a matter with an impact (or expected impact) in excess of these parameters shall be referred as a Matter Reserved To The Councils. The Joint Committee may determine that any Joint Committee Matter or any Project Board Matter may be referred back to each Council for decision as a Matter Reserved To The Councils and/or make a decision to delegate any matter to the Project Board for decision; and

5.1.4 **"Matter Reserved To The Councils"** – being a matter which will have to be referred to each Council for decision (at a meeting of either the relevant cabinet or full Council at the discretion of each Council) and, for the avoidance of doubt, any such matter will not be dealt with by the Project Board or the Joint Committee (as the case may be) until the matter has been determined by all of the Councils. If the Councils fail to reach the same decision in respect of such matter then the matter shall be referred under Clause 17 (Dispute Resolution) as a dispute for resolution.

and in each case, such matters are identified in Schedule 1 (Project Tasks).

5.2 [The Councils agree that in due course, should they elect to set up a joint scrutiny committee, each Council shall seek the necessary approvals in order to set up such a committee.]⁸

5.3 Each Council acknowledges and agrees that the Lead Council shall have the power and the entitlement to require a decision that in its opinion (acting reasonably) shall either:

5.3.1 mean a substantive change to the size or nature of the Facilities; or

5.3.2 mean a substantive change to the size or nature of the Project,

to be referred as a Matter Reserved To The Councils and such decision shall not be implemented unless approved by all of the Councils.

6. **JOINT COMMITTEE**

6.1 The Councils shall form the joint committee ("**Joint Committee**"), which shall, for the avoidance of doubt, supersede and replace the "Joint Committee" formed pursuant to the First Inter-Authority Agreement to carry out the functions set out in Schedule 2 (Joint Committee Terms of Reference).

6.2 The Joint Committee shall not have power to approve any Matter Reserved To The Councils pursuant to Clause 5.1.4.

⁸ It is noted that whilst the Councils would prefer to determine their own Scrutiny process internally, would Councils prefer to leave the above wording in to cover the possibility of a joint scrutiny committee being set up at some point in the future or should this be removed?

- 6.3 At meetings of the Joint Committee each elected member from each Council shall have one vote. Subject to the Lead Council's right to refer a decision pursuant to Clause 5.3 as a Matter Reserved To The Councils, decisions at meetings of the Joint Committee will be taken by a majority vote. The Contract Manager shall not have a vote.
- 6.4 If, at a meeting of the Joint Committee, a matter is not determined by a majority vote pursuant to Clause 6.3, that matter ("**JC Unresolved Matter**") shall be deferred for consideration at the next Joint Committee Meeting which shall be convened within [ten (10) Business Days] of that meeting. If at the reconvened Joint Committee meeting the JC Unresolved Matter is not determined by a majority vote, the Chairperson shall have a casting vote in respect of that JC Unresolved Matter.
- 6.5 Without prejudice to Clause 6.4, if one Council requests that a decision of the Joint Committee be deferred, the Chairperson shall defer such decision until the next Joint Committee Meeting which shall be convened within the next [ten (10) Business Days] of that meeting.
- 6.6 Each Council shall provide all relevant information reasonably required upon request by the Joint Committee and shall comply with any decisions of the Joint Committee to request such information.
- 6.7 Each Council shall consult with the other Councils to ensure the diligent progress of the day to day matters relating to any Joint Committee Matters.
- 6.8 The administrative costs and expenses of the Joint Committee incurred in accordance with the Annual Budget for setting up and conducting meetings of the Joint Committee shall be reimbursed by the Councils and arrangements for such reimbursement shall be agreed between the Councils and reviewed each year when the draft Annual Budget is prepared by the Project Board, considered by the Joint Committee and approved by the Councils.
- 6.9 The costs and expenses of the Joint Committee for the Contract Year [2014-2015] (which will precede the preparation of the first Annual Budget and be a transitional Contract Year) will be reimbursed as follows:
- 6.9.1 each of the Councils agrees in principle to pay any costs required in accordance with the cost sharing arrangements agreed by the Councils in place immediately prior to the completion of this Agreement; and
- 6.9.2 the costs shall be met by the Councils (following recommendations by the Project Board) as the Joint Committee may decide, else in absence of agreed recommendations shall be met equally.
- 6.10 When working as a member of a Joint Committee, the members shall be deemed to be working on behalf of their own Council even where the particular matter under consideration relates to or also relates to one of the other Councils.
- 6.11 When working on behalf of the Project, officers shall be deemed to be working on behalf of all their employing Councils, and made available and working on behalf of the other Councils under section 113 of the Act.
- 6.12 In consequence of the above, both members and officers shall be treated as falling within the statutory immunity provided by section 265 of the Public Health Act 1875, as amended, in respect of the Project.
- 6.13 None of the Councils shall have any liability to the other Councils in respect of any loss which those other Councils may suffer as a consequence of any action or omission by any officer whilst working on the Project on behalf of the Joint Committee.

- 6.14 The Lead Council will provide clerical support for the Joint Committee including convening meetings and maintaining minutes.
- 6.15 Constitutional arrangements for the Joint Committee are set out in Part 2 of Schedule 2 (Joint Committee Terms of Reference).
- 6.16 The Joint Committee shall delegate such operational functions to the Project Board as specified in Schedule 1 (Project Tasks) which may in turn delegate appropriate matters to the Contract Manager.

7. **ANNUAL BUDGET**

[It is agreed in principle that during the Works Period of the Project the Contract Management Costs associated with the Project shall be split equally between the Councils. During the Services Period of the Project when the Facility is operational and up until expiry or early termination, the Contract Management Costs shall be on a pro-rata basis proportional to the actual tonnages delivered by each Council.]

- 7.1 The Joint Committee shall by not later than November in each Contract Year consider and recommend a draft Annual Budget prepared by the Project Board for the following Contract Year which, in its opinion and based on the preceding Contract Year's actual spend and the Project plan prepared pursuant to Clause 10.1 (Business Plan and Work Programme), it reasonably requires to achieve its objectives in relation to the Project and to secure the funding requirement for the Lead Council to fulfil its obligations under this Agreement on behalf of the Councils. For the avoidance of doubt the Joint Committee has no budget setting or managing responsibility and the approval of the Annual Budget (as part of the Councils' wider budget setting procedure) is a Matter Reserved To The Councils.
- 7.2 The draft Annual Budget shall contain draft estimates of revenue income and expenditure of the Joint Committee for or in relation to the discharge of the Joint Committee's agreed functions. The estimates shall include details as to how the expenditure is to be financed including a breakdown of the contributions required from each Council.
- 7.3 [The Councils each agree and undertake to contribute an annual sum for each "Spend year".
- 7.4 Each of the Councils shall irrevocably make available to the Lead Council their share of the Annual Budget.⁹ The Annual Budget (including any contingency sum) shall not be exceeded without the prior approval of the Councils.
- 7.5 The Lead Council shall be the accountable body for the Annual Budget and shall, pursuant to Clauses 13.1 to 13.4 (Accounts), prepare and keep accounts and shall make all accounts records and other documents available for inspection by any Council on request. The Joint Committee role is to oversee and procure the monitoring of the Annual Budget for the purposes of Councils' scrutiny.
- 7.6 Whenever any sum of money is recoverable from or payable by a Council it may be deducted from any sum then due to that Council under this Agreement and vice versa.
- 7.7 The Lead Council shall within twenty-eight (28) days of the conclusion of an Accounting Period prepare and serve on each Council a schedule of payments itemised by reference to the Heads of Expenditure set out in Schedule 5 (Annual Budget) and certified by the Lead Finance Officer as being in respect of that Council's

⁹ For the avoidance of doubt these costs will include the Lead Councils costs including any recruitment, legal and financial costs incurred by the Lead Council associated with its role of management and supervision of the Project (see Schedule 5 for further details).

proportion of the costs which have been properly incurred in accordance with the terms of this Agreement for that Accounting Period. Such schedule of payments shall be payable by the Councils within thirty-five (35) days.

7.8 The costs associated with providing internal resources in relation to the Project Tasks shall (if not included within the Annual Budget and shared between the Councils), subject to Clause 7.10, be borne by the Council providing that internal resource. However, any additional costs and external costs required shall be shared equally by the Councils provided that such costs have received prior written approval from the Project Team (subject to where such additional costs and/or external costs exceed or are anticipated to exceed an aggregate total of five thousand pounds (£5,000) (indexed) in value in any single Contract Year they shall require the Project Team to secure prior written approval from the Project Board) and that such sums fall within the Project spend profile agreed by the Councils set out at Schedule 5 (Annual Budget). Any additional costs and external costs sought from Project funds which are not included in the spend profile at Schedule 5 (Annual Budget) will be dealt with pursuant to Clause 7.9 below.

7.9 The Councils hereby agree that:-

7.9.1 if one of the Councils wishes to carry out any work or incur any cost or expenses in relation to the Project exceeding an aggregate total of one thousand pounds (£1,000) (indexed) in any single Contract Year or requests the Joint Committee, the Project Board or any member or officer appointed to or engaged to support the Project to carry out any work or to incur any cost or expense that is not envisaged by the spend profile set out at Schedule 5 (Annual Budget) then such Council shall seek the prior written approval of the Contract Manager to approve it and allocate Project funding else it shall have to bear the cost itself; and

7.9.2 if one of the Councils carries out any work or incurs any cost or expenses or requests the Joint Committee, the Project Board or any member or officer appointed to or engaged to support the Project to carry out any work or to incur any cost or expense in relation to the Project that is not envisaged by the Contract Manager to be an efficient use of time and/or resources, that matter shall, at the discretion of the Contract Manager or at the request of the relevant Council, be referred to the Project Board for a decision as to whether such work, cost or expense is part of the Project or whether such work, cost or expense should be the entire responsibility of the Council so carrying it out or requesting it (as the case may be),

subject to such approval or decision not being unreasonably withheld or delayed by the Contract Manager and/or the Project Board and in the case of dispute Clause 17 (Dispute Resolution) shall apply.

7.10 The Councils hereby agree that if one of the Councils believes it is likely to incur disproportionate internal resource costs (compared to the Project spend profile set out at Schedule 5 (Annual Budget)) pursuant to Clause 7.8 that matter shall be referred to the Project Board for a decision as to whether such costs will be disproportionate and whether any contributions should be made to this cost by the other Councils.

8. PROJECT BOARD

8.1 The Councils shall form the Project Board ("**Project Board**") for the purpose of the day-to-day management of the Project and the Contract Manager and the implementation and monitoring of the process and to carry out those functions set out in Schedule 1 (Project Tasks) as being functions of the Project Board and in accordance with the Project Board's Terms of Reference as set on in Schedule 3 (Project Board Terms of Reference).

- 8.2 The Project Board shall have the powers to make decisions and recommendations within its Terms of Reference as set out in Schedule 3 (Project Board Terms of Reference) but shall not have power to approve any Joint Committee Matter or any Matter Reserved To The Councils pursuant to Clause 5.1.4.
- 8.3 Notwithstanding the above, the following specific functions are given to the Project Board:-
- 8.3.1 prior approval of all reports for decision by the Joint Committee save if impractical in the case of a special meeting; and
- 8.3.2 monitoring of:
- (a) the Annual Budget as agreed by the Joint Committee and approved by the Councils;
 - (b) the costs expended against the Annual Budget to ensure that the Project remains within budget; and
 - (c) the Unitary Charge payments or other payments to the Contractor for Services (including the Commissioning Services and the Interim Services) delivered against the overall forecast Unitary Charge for each Contract Year.
- 8.4 Each Council shall appoint one senior officer representative [(being a director or head of service)]¹⁰ to the Project Board. The Chairperson of the Project Board shall be a director of the Lead Council appointed by the Project Board from time to time. Each such representative shall have one vote on any matter to be determined by the Project Board. Decisions at meetings of the Project Board will be taken by a majority vote.
- 8.5 The quorum necessary for a Project Board Meeting shall be a senior officer representative each Council unless such a quorum is not reached in which case the relevant meeting shall be re-convened and the required quorum shall be a senior officer representative from each of the five (5) Councils (in person or by telephone or video-conference facility). The Contract Manager, the Lead Finance Officer, the legal, procurement and technical officers for each Council shall be entitled to attend the meetings of the Project Board but not vote.
- 8.6 The section 151 officer and/or the monitoring officer for each Council shall be entitled to attend and participate in Project Board Meetings in a non-voting capacity.
- 8.7 If, at a meeting of the Project Board, a matter is not determined by a majority vote pursuant to Clause 8.4, such matter ("**PB Unresolved Matter**") shall be deferred for consideration at the next Project Board Meeting which shall be convened within [ten (10) Business Days] of that meeting. If at the reconvened Project Board Meeting the PB Unresolved Matter is not determined by a majority vote, subject to the Lead Council's right to refer a decision pursuant to Clause 5.3 as a Matter Reserved To The Councils, that matter shall be referred for a decision by the Joint Committee.
- 8.8 The Councils may, at their discretion, replace their representatives appointed to the Project Board provided that such replacement shall be on the same basis as the original appointed and provided further that no senior technical officer of the Project Board shall be removed or replaced by any Council without that Council giving prior written notice as soon as reasonably practicable of its intention to remove or replace that representative.

¹⁰ Councils to confirm.

8.9 Each Council shall also appoint one (1) substitute representative in the event that appointed representatives to the Project Board are unable or incapable of discharging their functions.

8.10 Each Council's substitute representative shall be entitled to attend meetings of the Project Board but shall only be entitled to vote in the absence of his or her corresponding voting representative.

8.11 The Project Board shall meet as and when required in accordance with the timetable for the Project.

9. **PROJECT OFFICERS**

9.1 The Joint Committee shall determine from time to time the necessity of the officers set out below (the "**Project Officers**") for the purposes of the Project:

9.1.1 the Contract Manager; and

9.1.2 such further officers (including but not limited to financial advisors, legal advisors and technical advisors) acting under the direction of the Contract Manager in his responsibilities in respect of the Project (insofar as the costs of such officers have been identified within the Annual Budget or otherwise provided for by one (1) or more of the Councils).

9.2 The Councils shall make their officers available as necessary for the purpose of the Project.

9.3 As and when requested by the Joint Committee, the Lead Council shall appoint the Project Officers (advised by the head of human resources or equivalent officer of the Lead Council and shall act within the employment procedure rules and policies of the Lead Council):

9.4 Project Officers may be:

9.4.1 appointed specifically and exclusively for the purpose of the Project to the employment of the Lead Council, on terms and for such duration as may be appropriate to that purpose, and the Lead Council shall make them available full-time or part-time for the performance of their functions under this Agreement; or

9.4.2 seconded by the Councils for the purpose of the Project to the Lead Council on terms and for such duration as may be appropriate to that purpose, and the relevant Council shall make them available full-time or part-time for the performance of their functions under this Agreement.

10. **BUSINESS PLAN AND WORK PROGRAMME**

10.1 The Contract Manager shall continually monitor all aspects of the Project's performance and prepare the Performance and Improvement Plan.

10.2 No later than [REDACTED]¹¹ in any Contract Year, the Contract Manager shall present the draft Performance and Improvement Plan including any resource requirements for the Project and the draft Annual Budget to the Project Board to enable the Project Board to be made aware of any significant changes which they may refer for approval and recommendation to the Joint Committee including any anticipated Authority Changes under the Project Agreement.

¹¹ Date to be agreed and confirmed by Councils.

10.3 The Performance and Improvement Plan for the Project, as amended where necessary and as approved by the Joint Committee, shall form:

10.3.1 the basis of the Joint Committee's request to each Council for future budgetary provision and for resources pursuant to Clause 7.1 (Annual Budget); and

10.3.2 an instruction from the Joint Committee to the Project Board.

10A **AIR QUALITY MONITORING**

The Councils agree that there will be additional air quality monitoring undertaken for the period of 1 year from the Service Commencement Date at the discretion of the Joint Committee. Costs will be shared on a pro rata basis per actual tonnages delivered. Thereafter, the said monitoring will be subject to review by the Joint Committee.

11. **SITES AND DECOMMISSIONING**

Arrangements on Expiry or Early Termination

11.1 The Councils acknowledge that, upon the expiry of the Project the Site shall be retained by Flintshire Council.

11.2 In the event that Flintshire Council is terminated or withdraws from the Project (pursuant to Clause 2.3 (Termination of Participation of a Partner Council or Lead Council) or Clause 16 (Withdrawal) of this Agreement), then the Site will transfer¹² to the new lead council for the duration of the Project and upon expiry of the Project, the remaining Councils shall ensure that the Site is transferred back to Flintshire Council as soon as reasonably practicable.

[DN: It is agreed in principle that on an early termination of the Project if the Facility is operational then the Partnership should seek to agree appropriate arrangements to continue the use of the Facility for the purposes of the remainder of the 25 years. If however, the Facility has not been built, then the Site shall be retained by Flintshire County Council and there shall be no further obligation for the Site to be used for the purposes of the Project.]

[If the Facility has been partly built but is not yet operational, then the Councils shall seek to discuss and agree appropriate arrangements for the Site and the Councils shall equally share the liability of any associated costs.]

Decommissioning

11.3 Upon expiry or termination of the Project, the cost of decommissioning will be split equally between the Councils, unless Flintshire Council (in its absolute discretion) elects not to undertake decommissioning at the time of expiry or the early termination of the Project, in which case Flintshire Council shall be solely liable for any future decommissioning costs.

11.4 **[New Waste Transfer Station**

The Councils acknowledge and agree that the new Waste Transfer Station (the "WTS") that is to be built for the purposes of the Project shall be funded by the Councils on an equal basis. If it is determined that the new WTS shall be built on a site that is provided by Conwy Council, then upon expiry or early termination of the Project the Site shall be retained by Conwy Council. If, however, the Partnership jointly fund and provide a site for the new WTS, then upon expiry or early termination

¹² Details in respect of the transfer to be confirmed by Property advisers.

of the Project the Councils agree to discuss and determine appropriate arrangements in respect of the site and the WTS].

11.5 **Cost of Managing Waste prior to Haulage and Treatment**

[DN: It is agreed in principle that where Welsh Government do not provide a grant for the element that covers the cost of managing waste prior to haulage and treatment, each Council would be responsible for their own transfer station operating costs, with no recourse to other Councils.]

Where Welsh Government do provide a grant for that element, all Councils will pay in to the Partnership an agreed amount per tonne for the Waste being managed within each Council area, and all Councils will receive an equitable share of the payment back, with the addition of the Welsh Government Grant. The amount aid “in” to the Partnership per tonne will be an amount agreed between the Councils (the starting point for the discussion would be the rate identified by the market testing / procurement exercise for the intended Conwy transfer station; this will ensure that the amount is based on a market rate).]

12. **PAYMENTS**

[DN: Provisions setting out the process for receipt of payments from the Welsh Government and any banking and interest related provisions to be considered and confirmed by Finance.]

Incoming payment to the Lead Council of WG grant funding and other sums

12.1 [Any grant funding from WG to the Councils in respect of the Project shall be paid to the Lead Council and each of the Councils' entitlement shall be on a pro rata basis in proportion to the forecast tonnages delivered by each of the Councils [in accordance with Schedule 9 (Payment Proportions), the Lead Council making such payments to the other Councils within **five (5) Business Days**]. In the event that the Lead Council fails to pay a Council within the five (5) Business Day period referred to above the Lead Council shall be liable to pay interest to the relevant Council at the Default Interest Rate, calculated from the due date for payment until (but excluding) the actual date of payment.]

12.2 [It is agreed in principle that in the event that the WG grant funding is withdrawn from the Project (and the Contractor is not liable to replace the lost WG funding in accordance with the provisions of the Project Agreement), then the Councils shall be liable to cover the lost WG funding on a pro-rata basis in proportion to the actual tonnage provided by each of the Councils.]

Invoices from Contractor

[DN: Finance to review and consider the below payment provisions.]

12.3 The Councils acknowledge that the Lead Council's ability to agree and make payments to the Contractor is governed by the terms of the Project Agreement (specifically the Payment Mechanism).

12.4 The Councils acknowledge that Clause 45 (Payment and Invoicing) of the Project Agreement governs the process by which the Contractor invoices the Lead Council in respect of the Monthly Contract Payment and that, for the purposes of Clause 45 (Payment and Invoicing) of the Project Agreement, Flintshire Council (as Lead Council) will be responsible for making payment to the Contractor following receipt of such invoices.

- 12.5 The Councils acknowledge that the Lead Council's payment of the Monthly Contract Payment assumes a one hundred per cent (100%) availability and performance model.
- 12.6 On a monthly basis the Contract Manager (on behalf of the Lead Council) shall be responsible for taking decisions as to the appropriateness of any adjustments or Deductions (and contract default points or other remedies of the Lead Council) to be applied and made to the Contractor's invoice to the Lead Council due to poor performance or non-performance.
- 12.7 Within fifteen (15) Business Days of receipt of the Contractor's invoice in accordance with Clause 45.4 (Payment and Invoicing) of the Project Agreement, Conwy Council shall pay to Flintshire Council on receipt of a schedule of payments its proportion of the Monthly Contract Payment and any other relevant payments ("**Conwy's Payment Proportion**"), in each case calculated by reference to the relevant financial liabilities of the Councils as set out in Schedule 10 (Payment Proportions). In the event that Conwy Council fails to pay Conwy's Payment Proportion within the fifteen (15) Business Day period referred to above (the "**Due Date**") Conwy Council shall be liable to pay interest to Flintshire Council at the Default Interest Rate, calculated from the Due Date until (but excluding) the actual date of payment.
- 12.8 Within fifteen (15) Business Days of receipt of the Contractor's invoice in accordance with Clause 45.4 (Payment and Invoicing) of the Project Agreement, Denbighshire Council shall pay to Flintshire Council on receipt of a schedule of payments its proportion of the Monthly Contract Payment and any other relevant payments ("**Denbighshire's Payment Proportion**"), in each case calculated by reference to the relevant financial liabilities of the Councils as set out in Schedule 10 (Payment Proportions). In the event that Denbighshire Council fails to pay Denbighshire's Payment Proportion within the fifteen (15) Business Day period referred to above (the "**Due Date**") Denbighshire Council shall be liable to pay interest to Flintshire Council at the Default Interest Rate, calculated from the Due Date until (but excluding) the actual date of payment.
- 12.9 Within fifteen (15) Business Days of receipt of the Contractor's invoice in accordance with Clause 45.4 (Payment and Invoicing) of the Project Agreement, Gwynedd Council shall pay to Flintshire Council on receipt of a schedule of payments its proportion of the Monthly Contract Payment and any other relevant payments ("**Gwynedd's Payment Proportion**"), in each case calculated by reference to the relevant financial liabilities of the Councils as set out in Schedule 10 (Payment Proportions). In the event that Gwynedd Council fails to pay Gwynedd's Payment Proportion within the fifteen (15) Business Day period referred to above (the "**Due Date**") Gwynedd Council shall be liable to pay interest to Flintshire Council at the Default Interest Rate, calculated from the Due Date until (but excluding) the actual date of payment.
- 12.10 Within fifteen (15) Business Days of receipt of the Contractor's invoice in accordance with Clause 45.4 (Payment and Invoicing) of the Project Agreement, Isle of Anglesey Council shall pay to Flintshire Council on receipt of a schedule of payments its proportion of the Monthly Contract Payment and any other relevant payments ("**Isle of Anglesey's Payment Proportion**"), in each case calculated by reference to the relevant financial liabilities of the Councils as set out in Schedule 10 (Payment Proportions). In the event that Isle of Anglesey Council fails to pay Isle of Anglesey's Payment Proportion within the fifteen (15) Business Day period referred to above (the "**Due Date**") Isle of Anglesey Council shall be liable to pay interest to Flintshire Council at the Default Interest Rate, calculated from the Due Date until (but excluding) the actual date of payment.
- 12.11 The Councils shall ensure that there are always cleared funds paid in accordance with their respective share of contributions set out in a schedule of payments such that, subject to each Council fulfilling its payment obligations, the Lead Council shall always be capable of meeting its payment obligations to the Contractor. The Councils shall

not withhold payment of any intra-Councils sum due to the Lead Council which may be due to intra-Council disputes.

- 12.12 The Councils shall procure that, as regards this Project, the Lead Council is to remain cost and cash neutral for the planned term of the Project only insofar as the Lead Council satisfies its payment proportion and the payment obligations of the other Councils are set out in the Annual Budget.
- 12.13 The Councils agree that Flintshire Council as Lead Council shall (with the agreement of Conwy Council, Denbighshire Council, Gwynedd Council and Isle of Anglesey Council) be entitled to withhold payment of any disputed amounts as between the Lead Council and the Contractor in accordance with Clause 45 (Payment and Invoicing) of the Project Agreement but that the Lead Council shall not be entitled to withhold payment on the basis of a dispute solely between the Councils (any such dispute to be resolved in accordance with the provisions of Clause 17 (Dispute Resolution)).
- 12.14 Flintshire Council as Lead Council shall not agree to set-off any amounts owed by the Contractor to the Lead Council in accordance with Clause 46 (Set-Off) of the Project Agreement without the agreement of Conwy Borough Council, Denbighshire Council, Gwynedd Council and Isle of Anglesey Council (such agreement to include an agreement as to how Conwy's Payment Proportion, and/or Denbighshire's Payment Proportion and/or Gwynedd's Payment Proportion and/or Isle of Anglesey's Payment Proportion shall be amended as a result of such set-off).
- 12.15 [Subject to Clause 12.16 the Councils shall review their payment proportions as defined in Schedule 9 (Payment Proportions) for the items set out in Schedule 10 (Payment Proportions) (using fair and objective criteria supplied by the Project Board and recognising the principle of mutual benefit) on [30 September] following the Services Commencement Date (as defined in the Project Agreement) and at one (1) yearly intervals thereafter (or such other period as is agreed by the Councils) and shall agree any necessary amendments to this Clause 12. In default of such agreement, no amendment shall be made.
- 12.16 The Lead Council shall (following agreement by the Project Board and notification to the Joint Committee) be authorised to make adjustments, reconciliations or payments to recompense for significant anomalies in Project mutual benefit between the Councils (and for the avoidance of doubt where an anomaly between the Councils' modelled contributions exceeds [fifty thousand pounds (£50,000)] (indexed) per Accounting Period it shall be construed as significant).]

Payments from Contractor

- 12.17 Any payments to be made by the Contractor to the Lead Council in accordance with the terms of the Project Agreement (whether via an indemnity or through the imposition of Deductions or sanctions whose effects as between the Councils are set out in Part 2 of Schedule 9 (Payment Proportions) or otherwise) shall be apportioned between the relevant Councils to reflect the respective effects on each Council which are the subject of such payment:
- 12.17.1 where related to a [Performance Management Framework] item set out in Schedule 9 (Payment Proportions) in such proportions as defined in Part 2 of Schedule 9 (Payment Proportions); or
- 12.17.2 where not related to a [Performance Management Framework] item set out in Schedule 9 (Payment Proportions) by the Project Board in proportion to the level of cost incurred by each Council as a consequence of the actions and obligations pertaining to that Council's administrative area and works or services carried out under the Project Agreement in relation to that Council's administrative area.

- 12.18 The Lead Council shall, where Deductions apportioned to a Council exceed fifty thousand pounds (£50,000) (indexed) at the end of an Accounting Period, pay the sum of the Deductions to a Council within twenty (20) Business Days, unless otherwise agreed by the Project Board.

Taxation

- 12.19 Each Council shall bear its own liability for any taxation or duty chargeable in the United Kingdom in respect of its participation in the arrangements under this Agreement and each Council undertakes to indemnify the other Councils in respect of any such taxation assessed on and paid by the other in respect of which the former is primarily liable.
- 12.20 Any supply made by one (1) Council to any other Council pursuant to this Agreement shall be exclusive of any value added tax chargeable on it, which shall (where required by law), be paid by the Council to whom the supply is made in addition to the payment for the supply, subject to the provision to it of a valid value added tax invoice.
- 12.21 All payments to be made by one (1) Council to another Council under this Agreement shall be made in full without deduction of or withholding for or on account of any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature unless the Council making the payment is required by law to make any such deduction or withholding. If such withholding or deduction is so required by law, then the Council making the payment shall increase the amount of the payment so that the other Council receives the same amount as it would have received in the absence of the requirement to make the withholding or deduction, and the Council making the payment shall give to the other Council an appropriate certificate as may be required by law showing the amount.
- 12.22 If the Council receiving the payment subsequently obtains relief or credit in respect of the withholding or deduction, then it shall promptly repay to the Council which made the payment an amount equal to the credit or relief obtained up to a maximum of the amount by which the payment was increased to take account of the withholding or deduction. The Councils shall co-operate with a view to allowing each Council to obtain any available relief or credit in respect of any such withholding or deduction in respect of taxation and in particular but without prejudice to the foregoing generality shall give any information reasonably required by the other Council in connection with the making of a claim for relief under an applicable double taxation treaty.

Community Benefit Fund

[DN: It is noted that the Councils have agreed in principle to payments in respect of a Community Benefit Fund. Each of the Councils shall pay into the fund and the payments shall be determined on a pro-rata basis in proportion to the tonnage provided by each of the respective Councils.]

13. ACCOUNTS¹³

Accounts to reconcile Annual Budget

- 13.1 Clauses 13.2 to 13.4 shall apply to Conwy Council, Denbighshire Council, Gwynedd and Isle of Anglesey Council only where Clause 7.9 applies.
- 13.2 Each Council shall be required to prepare accounts including (reporting by exception) details of any expenditure incurred pursuant to Schedule 5 (Annual Budget) (the "**AB Accounts**") in respect of each Accounting Period and for such further and/or other

¹³ Drafting to be incorporated to capture 3 year accounting cycle plans, with agreed accounts for the following year and then 2 year projections/indicators for subsequent years.

accounting periods as the Project Board shall determine and which shall be incorporated into Schedule 6 (Accounting Periods).

13.3 Each Council shall:-

13.3.1 in the AB Accounts make true and complete entries of all relevant payments and receipts made by it during the previous Accounting Period;

13.3.2 within ten (10) Business Days of the end of the Accounting Period, the Councils shall provide to the Lead Council unaudited AB Accounts for such Accounting Period together with certification that such AB Accounts comply with this Clause 13.3;

13.3.3 nominate an individual to be responsible for ensuring that Council's own compliance with this Clause 14 and the name, address and telephone number of each individual nominated pursuant to this Clause 13.3 shall be notified to the other Councils in accordance with Clause 27 (Notices); and

13.3.4 acknowledge that the Lead Council shall within ten (10) Business Days of receipt of the AB Accounts submitted by each of the Councils, in accordance with Clause 13.3.2 prepare a reconciliation statement identifying the payments made by each Council and the balance due from or owing to each Council. The Lead Council shall within twenty (20) Business Days of the preparation of the reconciliation statement send out a copy of the reconciliation statement together with either a balancing schedule of payments or credit payment to each Council. A Council receiving a schedule of payments for payment shall pay it in full within twenty (20) Business Days. Any error in a balancing schedule of payments must be notified to the Lead Council within five (5) Business Days of such balancing schedule of payments being sent out. An amended balancing schedule of payments will be issued by the Lead Council and the Council receiving such schedule of payments shall pay it in full within twenty (20) Business Days.

13.4 If an individual nominated by a Council pursuant to Clause 13.3.3 changes, that Council shall notify the other Councils forthwith of the replacement nominees.

Audits

13.5 Subject to ensuring compliance with each Council's audit requirements, the Councils agree that the auditor for the Lead Council shall carry out the audit of the Project.

13.6 The Lead Council shall at all times maintain an up to date register of the assets and committed liabilities of each of the Councils in relation to the Joint Committee and the Councils will each advise the Lead Council of any such assets and committed liabilities.

13.7 The books of account for the Joint Committee shall be the subject of the audit arrangements of the Lead Council and shall be open to inspection by the Councils.

14. INTELLECTUAL PROPERTY

14.1 Each Council will retain all Intellectual Property in its Material.

14.2 Each Council will grant all of the other Councils a non-exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its IP Material for the Project Tasks and any other purpose resulting from the Project Tasks whether or not the party granting the licence remains a party to this Agreement or the Project Tasks.

- 14.3 Without prejudice to Clause 14.1, if more than one (1) Council owns or has a legal or beneficial right or interest in any aspect of the IP Material for any reason (including without limitation that no one (1) Council can demonstrate that it independently supplied or created the relevant IP Material without the help of one (1) or more of the other Councils), each of the Councils who contributed to the relevant IP Material will grant to all other Councils to this Agreement a non-exclusive, perpetual, non-transferable and royalty free licence to use and exploit such IP Material as if all the other Councils were the sole owner under the Copyright Design and Patents Act 1988 or any other relevant statute or rule of law.
- 14.4 For the avoidance of doubt, any entity or person who is at the date of this Agreement a party to this Agreement and who has licensed any Intellectual Property under this Agreement will have a non-exclusive, perpetual right to continue to use the licensed Intellectual Property.
- 14.5 Each Council warrants that it has or will have the necessary rights to grant the licences set out in Clauses 14.2 and 14.3 in respect of the IP Material to be licensed.
- 14.6 Each Council shall indemnify the other Councils against any loss arising out of any dispute or proceedings brought by a third party alleging infringement of its Intellectual Property rights by use of that Council's Intellectual Property for the purposes of the Project.
- 14.7 Each Council agrees to execute such further documents and take such actions or do such things as may be reasonably requested by any other Council (and at the expense of the Council(s) making the request) to give full effect to the terms of this Agreement concerning management and control of Intellectual Property.

15. LIABILITY OF THE COUNCILS

- 15.1 The Lead Council shall indemnify and keep fully indemnified each of the other Councils to this Agreement against any losses, damage, claims, proceedings, expenses, actions, demands, costs and liabilities suffered by or incurred in respect of or in connection with:

15.1.1 any damage to property, real or personal; and/or

15.1.2 any injury to, or the death of, any person whomsoever; and/or

15.1.3 any third party actions, claims or demands

to the extent such damage, injury, death, third party actions, claims or demands arise from any breach by the Lead Council of its obligations under the Contract Documents or any negligent act, omission or default in relation to such obligations and the Lead Council shall make payment to the other Councils sums for which it becomes liable under this Clause 15.1 within twenty (20) Business Days of the date of another Council's written demand.

- 15.2 No claim shall be made against the Lead Council to recover any loss or damage which may be incurred by reason of or arising out of the carrying out by the Lead Council of its obligations under this Agreement unless and to the extent such loss or damage arises from any breach by the Lead Council under Clause 15.1.
- 15.3 Each of the other Councils (acting severally) shall indemnify and keep fully indemnified the Lead Council against any losses, damage, claims, proceedings, expenses, actions, demands, costs and liabilities suffered by or incurred in respect of or in connection with:
- 15.3.1 any damage to property, real or personal; and/or

15.3.2 any injury to, or the death of, any person whomsoever; and/or

15.3.3 any third party actions, claims or demands

if to the extent such damage, injury, death, third party actions, claims or demands arise from breach of the Contract Documents or from negligence or other act, omission or default on the part of the indemnifying party in relation to the Project and each Council shall make payment to the Lead Council sums for which it becomes liable under this Clause 15.3 within twenty (20) Business Days of the date of the Lead Council's written demand.

- 15.4 The Councils agree and acknowledge that the amount to be paid to the Lead Council by any of the other Councils under Clause 15.3 shall be borne by each of the Councils to the extent of its responsibility, however in the event that the responsibility is a shared one between the Councils (so that it is not reasonably practicable to ascertain the exact responsibility between the Councils) then the amount to be paid shall be divided between the Councils who share such responsibility in such proportions as the Joint Committee may decide.
- 15.5 In the event of a claim under this Clause 15 in which it is not reasonably practicable to determine the extent of responsibility as between the Councils (including the Lead Council), then the amount shall be divided between the Councils (including the Lead Council) as the Project Board may decide.
- 15.6 A Council (including the Lead Council) who receives a claim for losses, expenses, actions, demands, costs and liabilities shall notify and provide details of such claim as soon as is reasonably practicable to the other Councils.
- 15.7 Criminal fines or sanctions of individual Councils incurred through Council activities which are not in furtherance of the Project shall not be apportioned and the liability shall remain with the Council responsible for such fine or sanction.
- 15.8 No Council shall be indemnified in accordance with this Clause 15 unless it has given notice in accordance with Clause 15.6 to the other Council against whom it will be enforcing its right to an indemnity under this Agreement.
- 15.9 Each Council ("**Indemnifier**") shall not be responsible or be obliged to indemnify the other Councils (including the Lead Council) ("**Beneficiary**") to the extent that any insurances maintained by the Beneficiary at the relevant time provide an indemnity against the loss giving rise to such claim and to the extent that the Beneficiary recovers under such policy of insurance (save that the Indemnifier shall be responsible for the deductible under any such policy of insurance and any amount over the maximum amount insured under such policy of insurance).
- 15.10 Any liability to the Contractor in respect of any indemnity (which for the avoidance of doubt shall include Compensation Events and any other remedy of the Contractor under the Project Agreement which results in a financial obligation on the Lead Council) contained within the Project Agreement shall be for the account of the Council in breach of the indemnity in question (and where such breach has not been caused wholly by one (1) Council in such proportions as are agreed or determined by the Joint Committee else in accordance with Clause 17 (Dispute Resolution) to reflect the respective liability of each Council).
- 15.11 The Lead Council will have regard to, and to the extent not dealt with by the Contractor, administer all Project insurances in accordance with the provisions of the Project Agreement.
- 15.12 The Councils shall ensure that adequate insurance cover is effected and maintained in respect of any liabilities they may have in the event of any neglect or default on their part.

15.13 The Lead Council acting through the Project Board shall ensure that adequate insurance cover is effected and maintained in respect of any property and assets held by them for the purposes of the Joint Committee.

16. **WITHDRAWAL**

Termination by a Council is not Withdrawal

16.1 For the avoidance of doubt Clause 2.3.1 (Termination) addresses early termination for breach by a Council.

Withdrawal

16.2 If for any reason any Council (including the Lead Council) determines to withdraw from this Agreement then Clauses 16.3 to 16.6 shall apply.

16.3 If any Council wishes to withdraw from the Project it shall provide written notice to all the other Councils as soon as reasonably practicable ("**Withdrawal Notice**"). The Lead Council (or such other Council as nominated by the Joint Committee in the event that the Lead Council issues the Withdrawal Notice) shall within fourteen (14) days of receipt of the Withdrawal Notice provide to all the Councils a Liability Report which shall be discussed by the Joint Committee at its next meeting or a specially convened meeting if the next meeting falls more than two (2) weeks after the issue of the Liability Report. Those Councils who do not wish to withdraw from the Project shall have a duty, acting reasonably, to mitigate any losses which they suffer due to the financial and resource implications set out in the Liability Report.

16.4 Within the Decision Period each Council shall indicate either:-

16.4.1 that it withdraws from the Project and this Agreement; or

16.4.2 that it wishes to continue with the Project and this Agreement.

16.5 Where a Council does not indicate its intentions as required by Clause 16.4 then it shall at the expiry of the Decision Period be taken to have indicated that they wish to continue with the Project and this Agreement.

16.6 Where a Council indicates that it wishes to withdraw from the Project in accordance with Clause 16.4.1 then:-

16.6.1 the Council who shall have indicated its wish to withdraw shall pay all amounts due to be paid by it in accordance with the Liability Report within twenty (20) Business Days of the date of its notification under Clause 16.4.1 and comply with its obligation to contribute to the Project up to the date of its withdrawal; and

16.6.2 if in the event of such a withdrawal the Project timetable is delayed then the Council who shall have indicated its wish to withdraw may be responsible for any increased costs associated with such delay (as determined by the Joint Committee and notified as the sum payable in full and final settlement of such Council's liability, subject always to that Council meeting any additional antecedent liabilities incurred prior to the date of withdrawal).

Effects of Withdrawal

16.7 Unless agreed otherwise by the remaining Councils, the Council who shall have indicated its wish to withdraw from the Project shall not remove its appointees to the Project Board for a period of three (3) months commencing on the date of such Council's withdrawal, [provided that the costs associated with those appointees to the Project Board shall be borne by the remaining Councils to the Project and this

Agreement in equal shares]. For the avoidance of doubt, the Council who shall have indicated its wish to withdraw from the Project acknowledges that its voting members shall remain on the Joint Committee but shall be unable to vote on matters pertaining to the Project with effect from the date of its confirmation under Clause 16.4.1.

- 16.8 If the Lead Council is the withdrawing Council, then the Lead Council shall be required, prior to its withdrawal from the Project, to novate each of the Contract Documents (including but not limited to the Project Agreement, Independent Certifier's Appointment, Parent Company Guarantee) to the new lead Council as selected by the remaining Councils.
- 16.9 [The Lead Council (and any subsequent lead council) (agrees that if it exercises its rights to withdraw from the Project pursuant to this Clause 16 (Withdrawal) then it shall transfer its interest in the Site to the new lead council (as selected by the remaining Councils), for use for the purposes of the Project only, in accordance with Clause [].
- 16.10 Any Council to which the Site is transferred acknowledges and agrees that upon expiry of the Project the Site shall be transferred back to Flintshire Council (at no cost to Flintshire Council.)]

17. **DISPUTE RESOLUTION**

- 17.1 Subject to section 103 of the Act, any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this Clause 17. The Councils undertake and agree to pursue a positive approach towards dispute resolution which seeks (in the context of this partnership between the Councils) to identify a solution at the lowest operational level that is appropriate to the subject of the dispute which avoids legal proceedings and maintains a strong working relationship between the Councils. Any interim determination will be applied but will be subject to the full dispute resolution procedure.

General disputes or disagreements

- 17.2 in the event of any dispute, disagreement or difference between the Councils relating to this Agreement (whether this may be a matter of contractual interpretation or otherwise) then save in relation to disputes or disagreements relating to a Matter Reserved To The Councils, the matter shall be dealt with by referral in the first instance to the Project Board who shall meet within ten (10) Business Days of notification of the occurrence of such dispute and attempt to resolve the disputed matter in good faith.

Elevation of disputes

- 17.3 If the Project Board fails to resolve a dispute or disagreement within **five (5) Business Days** of meeting pursuant to [Clause 17.2], or fails to meet in accordance with the timescales set out in [Clause 17.2], the dispute shall be referred to the Joint Committee for resolution at the next programmed meeting (or a special meeting of the Joint Committee shall be called to resolve the dispute as agreed by the Councils).
- 17.4 In relation to a dispute or disagreement relating to a Matter Reserved To The Councils, or if the Joint Committee fails to resolve a dispute or disagreement within **five (5) Business Days** of meeting pursuant to Clause 17.3, then the Councils in dispute or the Joint Committee (as the case may be) may refer the matter for resolution to the Chief Executive(s) or equivalent officer(s) (as appropriate) of each of the Councils as a pre-condition to mediation followed by:
- 17.4.1 a mediation facilitated by the President of the CIWM or his nominated representative or such other party as the Councils may agree (or the CIWM may direct) for resolution by them; or

17.4.2 the exclusive jurisdiction of the Courts of England and Wales where a dispute or disagreement relates specifically to the vires of the Councils;

and on referral to mediation or the Courts of England and Wales the Project Board shall furnish the Joint Committee with a briefing report on the dispute or disagreement for information.

17.5 Any dispute and/or disagreement to be determined by the Chief Executives (as appropriate), CIWM or the Courts of England and Wales or such other body as agreed by the Councils (as the case may be) under this Agreement shall be promptly referred for determination to them and in any event within thirty (30) Business Days of the Project Board's failure to reach agreement.

17.6 The Councils shall on request promptly supply to the Chief Executive(s) or CIWM (as the case may be) all such assistance, documents and information as may be required for the purpose of determination and the Councils shall use all reasonable endeavours to procure the prompt determination of such reference.

17.7 If the CIWM is appointed to determine in dispute pursuant to Clause 17.5, then the CIWM shall be deemed to act as an expert and not as an arbitrator and its determination shall (in the absence of manifest error) be conclusive and binding upon the Councils.

17.8 The costs of the resolution of any dispute and/or disagreement between the Councils under this Agreement shall be borne equally by the Councils to the dispute in question save as may be otherwise directed by the Chief Executive(s) (as appropriate), CIWM or the Courts of England (as the case may be).

18. DATA PROTECTION

18.1 In relation to all Personal Data, each Council shall at all times comply with the DPA, (as a data controller if necessary) which includes (but is not limited to) maintaining a valid and up to date registration or notification under the DPA covering the data processing activities to be performed in connection with the Project Tasks.

18.2 Each Council:-

18.2.1 shall process Personal Data belonging to any other Council only on the instructions of that Council (subject to compliance with applicable law);

18.2.2 shall only undertake processing of Personal Data reasonably required in connection with the Project Tasks and shall not transfer any Personal Data to any country or territory outside the European Economic Area; and

18.2.3 shall use all reasonable endeavours to procure that all relevant sub-contractors and the Contractor comply with this Clause 18.2. For the avoidance of doubt a relevant sub-contractor is one which processes Personal Data belonging to one or any of the Councils.

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

18.3.1 to employees and sub-contractors and the Contractor to whom such disclosure is reasonably necessary in order for the Councils to carry out the Project Tasks; or

18.3.2 to the extent required under a court order or to comply with any applicable laws including (but not limited to) any statute, bye law, European Directive or regulation,

provided that any disclosure to sub-contractors or the Contractor under Clause 18.3.1 shall be made subject to written terms substantially the same as, and no less stringent than, the terms contained in this Clause 18 and that the Councils shall give notice in writing to all other Councils of any disclosure of Personal Data belonging to them which they or a sub-contractor or the Contractor are required to make under Clause 18.3.2 immediately as they are aware of such a requirement.

18.4 Any Council may, at reasonable intervals, request a written description of the technical and organisational methods employed by any other Council and the relevant sub-contractors referred to in Clause 18.3.1. Within five (5) Business Days of such a request, the Council requested to do so shall supply written particulars of all such measures as it is maintaining detailed to a reasonable level such that the requesting Council can determine whether or not, in connection with the Personal Data, it is compliant with the DPA. All Councils shall use all reasonable endeavours to ensure that the sub-contractors and the Contractor also comply with such request from any other Council.

18.5 All Councils shall ensure that any Personal Data they obtain and provide to any other Council has been lawfully obtained and complies with the DPA and that the use thereof in accordance with this Agreement shall not breach any of the provisions of the DPA.

18.6 If:-

18.6.1 under the DPA any Council is required to provide information to a data subject (as defined in the DPA) in relation to Personal Data when such data is in the possession or under control of any other Council; and

18.6.2 the required Council informs the controlling Council in writing that this is the case,

then the controlling Council shall guarantee reasonable and prompt co-operation to the required Council in meeting its obligations under the DPA including making copies of the relevant Personal Data to the extent the same are in its possession.

18.7 Each Council shall provide the other as soon as reasonably practicable, with such information in relation to Personal Data and their processing as the other Council may reasonably request in writing and the party asked to provide the relevant data may reasonably be able to provide in order for the other Council to:-

18.7.1 comply with its obligations under this Clause and the DPA; and

18.7.2 assess whether the processing of the relevant Personal Data in connection with this Agreement is breaching or may breach the DPA in a manner which is material and not effectively sanctioned by any guidance statement issued by the Information Commissioner.

18.8 The Councils shall each take reasonable precautions (having regard to the nature of their respective obligations under this Agreement) to preserve the integrity of any Personal Data.

19. **FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION**

19.1 Each Council acknowledges that the other Councils are subject to the requirements of the Freedom of Information Act 2000 ("**FoIA**") and the Environmental Information Regulations 2004 ("**EIR**") and each Council shall where reasonable assist and co-operate with the other Councils (at their own expense) to enable the other Councils to comply with these information disclosure obligations.

- 19.2 Where a Council receives a request for information under either the FoIA or the EIR in relation to information which it is holding on behalf of any of the other Councils in relation to the Project, it shall:-
- 19.2.1 transfer the request for information to the other Councils as soon as practicable after receipt and in any event within two (2) Business Days of receiving a request for information;
 - 19.2.2 provide the other Councils with a copy of all information in its possession or power in the form that the Councils reasonably require within ten (10) Business Days (or such longer period as the Councils may specify) of the Council requesting that information; and
 - 19.2.3 provide all necessary assistance as reasonably requested by the other Councils to enable the Council to respond to a request for information within the time for compliance set out in the FoIA or the EIR.
- 19.3 Where a Council receives a request for information under the FoIA or the EIR which relates to this Agreement or the Project, it shall inform the other Councils of the request for information as soon as practicable after receipt and in any event at least two (2) Business Days before disclosure and shall use all reasonable endeavours to consult with the other Councils prior to disclosure and shall consider all representations made by the other Councils in relation to the decision whether or not to disclose the information requested.
- 19.4 The Councils shall be responsible for determining in their absolute discretion whether any information requested under the FoIA or the EIR:-
- 19.4.1 is exempt from disclosure under the FoIA or the EIR; or
 - 19.4.2 is to be disclosed in response to a request for information.
- 19.5 Each Council acknowledges that the other Councils may be obliged under the FoIA or the EIR to disclose information:-
- 19.5.1 without consulting with the other Councils where it has not been practicable to achieve such consultation; or
 - 19.5.2 following consultation with the other Councils and having taken their views into account.

20. **CHANGES AND CHANGE IN LAW**

- 20.1 The Councils agree to be bound by the obligations on the Lead Council set out in [Clause 43 (Authority and Contractor Changes)] and Schedule 21 (Change Protocol) of the Project Agreement.
- 20.2 In relation to any proposed variations under the Project Agreement (whether the proposed variation is a Qualifying Change in Law, an Authority Change, a Contractor Change) or any other matter affecting the Project which may have an equivalent effect, the Councils shall work with the Contractor to achieve the best value solution for the Project in respect of such Qualifying Change in Law, Authority Change, Contractor Change or any other such matter as described in this Clause 20.2.
- 20.3 If, following a decision of the Contract Manager, the Project Board, the Joint Committee or the Councils (in respect of a Matter Reserved To The Councils) (as applicable) that the Councils decide to support a proposed variation under the Project Agreement, then Lead Council shall seek an Authority Change with the Contractor in the Project Agreement then:

- 20.3.1 where the proposed Authority Change is agreed by the Contract Manager, the Project Board, the Joint Committee or the Councils (in respect of a Matter Reserved To The Councils) (as applicable) to have a mutual benefit to the Project the costs of such proposed Authority Change shall be shared between the Councils by agreement else in absence of agreement according to the [Cost Sharing Formula];
- 20.3.2 where the proposed Authority Change is agreed by the Contract Manager, the Project Board, the Joint Committee or the Councils (in respect of a Matter Reserved to the Councils) (as applicable) to not have a mutual benefit to the Project the Council seeking such Authority Change in the Project Agreement shall bear responsibility for payment and indemnify the other Councils to hold them harmless against losses caused to each other Council by such Authority Change;
- 20.3.3 in requesting an Authority Change such proposing Council shall consider and address the impact on the other Councils; and
- 20.3.4 where a potential Authority Change falls within the grounds set out in paragraph 2 of Part 1 of Schedule 21 (Change Protocol) of the Project Agreement such Authority Change shall not be proposed or implemented.

21. **STEP-IN TO THE PROJECT AGREEMENT**

- 21.1 The Councils acknowledge the provisions of Clause 33 (Authority Step-In) of the Project Agreement where the Lead Council has rights to step into service delivery where it reasonably believes that it needs to take action in connection with the services because a serious risk exists to the health and safety of persons or property or to the environment or to discharge a statutory duty.
- 21.2 Under the provisions of Clause 33 (Authority Step-In) of the Project Agreement the Lead Council shall only be permitted to exercise such step in rights whereby the Councils agree to exercise such step in rights together and shall not be permitted to adopt differing approaches.

22. **TERMINATION OF THE PROJECT AGREEMENT**

- 22.1 Should the Lead Council become entitled to terminate the Project Agreement or otherwise serve a notice pursuant to Clause 67 (Termination for Contractor Default), Clause 69 (Termination on Force Majeure), Clause 71 (Termination on Corrupt Gifts and Fraud) and Clause 75 (Termination for Breach of the Refinancing Provisions) of the Project Agreement, the Councils shall meet as soon as reasonably practicable thereafter to decide as a Matter Reserved To The Councils whether the Project Agreement should be terminated (and for the avoidance of doubt no partial termination is contemplated, any changes of scope in the Project to be addressed as an Authority Change), taking into account:
 - 22.1.1 the point during the Project term at which termination of the Project Agreement would occur;
 - 22.1.2 the financial consequences of such termination and the rights of the Contractor pursuant to Schedule 17 (Compensation on Termination) of the Project Agreement;
 - 22.1.3 the financial consequences of continuing with the Project;
 - 22.1.4 the views of each Council concerning such termination;
 - 22.1.5 any alternative providers or means of provision of the works and/or services available to the Lead Council (and the other Councils);

22.1.6 whether the Councils are required to step in to provide the works and/or services; and

22.1.7 any other matters relevant to the termination or continuance of the Project.

22.2 For the avoidance of doubt, the Lead Council shall not be entitled to issue a notice of voluntary termination in accordance with Clause 73 (Voluntary Termination by the Authority) of the Project Agreement unless such action has been approved by all of the Councils as a Matter Reserved To The Councils.

23. **COUNCILS' OBLIGATIONS FOLLOWING EXPIRY OR EARLIER TERMINATION OF THE PROJECT AGREEMENT**

Extension

23.1 The Councils acknowledge that pursuant to Clause 3.3 of the Project Agreement, there is an option for the Authority to extend the Expiry Date by a period of up to five (5) years. The Councils agree that any decision to extend the Expiry Date shall be a Matter Reserved To The Councils.

23.2 The Councils shall determine no later than sixty (60) months prior to expiry of the Project Agreement, what information is required (if any) from the Contractor, which will enable the Councils to determine if any extension of the Expiry Date is required by the Councils.

23.3 The Councils acknowledge that any decision to extend the Contract Period must be determined and notified to the Contractor no later than 36 months prior to the Expiry Date in accordance with Clause 3.3 of the Project Agreement.

After Project expiry or earlier termination

23.4 The Councils agree that, following expiry or earlier termination of the Project Agreement they shall, prior to termination of this Agreement, seek to agree such arrangements as are appropriate in respect of the continuing operation or otherwise of the Facilities in accordance with Clause 11 (Sites and Decommissioning). The Councils acknowledge however that on expiry of the Project there is no obligation on Flintshire Council to utilise the Site for any continued arrangements with Partnership (or any of the Councils separately) and any arrangements that are agreed in respect of the continued utilisation of the Site will need to be agreed and documented in a separate agreement.

23.5 Subject to the provisions at Clause 11. The Councils assume that on early termination of the Project Agreement that leases and/or licences shall cross default with the Project Agreement and that [Allocated Sites] shall remain in the possession of the Council which acquired them and/or contributed them to the Project.

Termination Payments

[It is agreed in principle that the Councils shall be liable (and shall indemnify each other) for equal proportions of the termination sum payable to the Contractor following an early termination of the Project Agreement where the early termination occurs during the Works Period and prior to completion of the Facility. If termination occurs during the Services Period, when the Facility is operational, then liability shall be determined on a pro-rata basis in respect of the actual tonnage delivered by each of the Councils. An exception to this principle applies in circumstances where one Council is wholly responsible for the termination, or the Councils are not equally at fault, in which case the Councils agree that the Council or Councils whose acts or omissions gave rise to the early termination shall be liable for a greater proportion of the termination sum or all of the termination sum.]

- 23.6 The Councils shall be liable for (and indemnify each other) in the proportions described in the Cost Sharing Formula for the Termination Sum payable to the Contractor following the early termination of the Project Agreement, save in respect of any Termination Sum payable in accordance with Clause 66 (Compensation on Termination for Authority Default) or Clause 4.4 (Relevant Discharge Terms) and Schedule 28 (Relevant Discharge Terms) of the Project Agreement, in which case liability for payment of the Termination Sum shall rest with the Council responsible for such termination (and where such termination has not been caused wholly by a single Council in such proportions as are agreed or determined in accordance with Clause 20 (Dispute Resolution) to reflect the respective liability of each Council and the concept of mutual benefit shall not apply).
- 23.7 The Councils' liability on early termination of the Project Agreement shall be defined by reference to the Lead Council's obligation to pay compensation on early termination to the Contractor as follows:
- 23.7.1 Clause 65 (Termination for Authority Default) and Part 2 of Schedule 17 (Compensation on Termination) of the Project Agreement;
 - 23.7.2 Clause 67 (Termination for Contractor Default) and Part 3 of Schedule 17 (Compensation on Termination) of the Project Agreement;
 - 23.7.3 Clause 69 (Termination on Force Majeure) and Part 5 of Schedule 17 (Compensation on Termination) of the Project Agreement;
 - 23.7.4 Clause 71 (Termination on Corrupt Gifts and Fraud) and Part 4 of Schedule 17 (Compensation on Termination) of the Project Agreement;
 - 23.7.5 Clause 73 (Voluntary Termination by the Authority) and Part 2 of Schedule 17 (Compensation on Termination) of the Project Agreement;
 - 23.7.6 Any other provision within the Project Agreement that affects liability on termination of the Project Agreement; and
 - 23.7.7 Any other liability that the Lead Council may reasonably incur which flows from or is connected to the termination of the Project Agreement.
- 23.8 Notwithstanding any other provisions of this Agreement it is agreed that no Council shall be entitled to derive any financial or other benefit from an early termination event at the cost of any other Council.

24. **POLICIES**

- 24.1 In respect of the policies referred to in Schedule 13 (Authority Policies) of the Project Agreement, the policies of the Lead Council shall apply in relation to the operation of the Project Agreement within the Councils' administrative areas and to employees operating within those areas.

25. **CONFIDENTIALITY AND ANNOUNCEMENTS**

- 25.1 The Councils shall comply with the confidentiality provisions of the Lead Council set out in the Project Agreement as if they were set out in this Agreement.
- 25.2 Each Council ("**Covenanter**") shall, both during the currency of this Agreement and at all times following its termination or expiry, keep private and confidential and shall not use or disclose (whether for its own benefit or that of any third party) any Confidential Information about the business of and/or belonging to any other Council or the Contractor which has come to its attention as a result of or in connection with this Agreement, in particular (but without prejudice to the generality of the foregoing) Confidential Information relating to the Project Agreement.

- 25.3 The obligation set out in Clause 25.1 shall not relate to information which:-
- 25.3.1 comes into the public domain or is subsequently disclosed to the public (other than through default on the part of the Covenanter or any other person to whom the Covenanter is permitted to disclose such information under this Agreement); or
 - 25.3.2 any disclosure to enable a determination to be made under Clause 17 (Dispute Resolution);
 - 25.3.3 is required to be disclosed by law; or
 - 25.3.4 was already in the possession of the Covenanter (without restrictions as to its use) on the date of receipt; or
 - 25.3.5 is required or recommended by the rules of any governmental or regulatory body including any guidance from time to time as to openness and disclosure of information by public bodies; or
 - 25.3.6 is necessary to be disclosed to provide relevant information to any insurer or insurance broker in connection with obtaining any insurance required by this Agreement.
- 25.4 Where disclosure is permitted under Clauses 25.3.3, 25.3.4 or 25.3.5, the recipient of the information shall be subject to a similar obligation of confidentiality as that contained in this Clause 25 and the disclosing Council shall make this known to the recipient of the information.
- 25.5 No Council shall make any public statement (which shall include speaking or presenting at public conferences or other analogous situations) or issue any press release or publish any other public document relating, connected with or arising out of this Agreement and/or the Project Agreement (excluding any disclosure required by legal or regulatory requirements) without obtaining the prior written approval of the other Councils as to the contents thereof and the manner of its presentation and publication provided that prior approval shall be required if such public statement materially affects any Council.
- 25.6 Each Council agrees to make available to the other Councils any books and records which may be required for the purposes of an internal audit and the Councils agree that any disclosure of such books and records to an appointed external auditor shall not breach the provisions of this Agreement.

26. **CONTRACTS (THIRD PARTY RIGHTS)**

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

27. **NOTICES**

- 27.1 Any notice or demand in connection with this Agreement shall be in writing and may be delivered by hand, prepaid first class post, special delivery post, facsimile or email (with a copy following by facsimile or post), addressed to the recipient at the address or facsimile number as the case may be set out in Schedule 4 (Addresses of the Councils) or such other recipient address or facsimile number as may be notified in writing from time to time by any of the parties to this Agreement to all the other Councils to this Agreement.
- 27.2 The notice or demand shall be deemed to have been duly served:-

- 27.2.1 if delivered by hand, when left at the proper address for service;
- 27.2.2 if given or made by prepaid first class post or special delivery post, forty-eight (48) hours after being posted (excluding days other than Business Days);
- 27.2.3 if given or made by facsimile, at the time of transmission;
- 27.2.4 if given or made by email, at the time of transmission,

provided that, where in the case of delivery by hand or transmission by facsimile or email such delivery or transmission occurs either after 4.00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur at 9.00am on the next following Business Day.

- 27.3 For the avoidance of doubt, where proceedings to which the Civil Procedure Rules apply have been issued, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.
- 27.4 Each Council shall notify the other Councils in writing within five (5) Business Days of any change in its address for service.

28. **GOVERNING LAW**

This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales. Subject to Clause 17 (Dispute Resolution), the English and Welsh Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

29. **ASSIGNMENTS**

- 29.1 The rights and obligations of the Councils under this Agreement shall not be assigned, novated or otherwise transferred (whether by virtue of any legislation or any scheme pursuant to any legislation or otherwise) save in circumstances of an amalgamation of the Councils to any person other than to any public body (being a single entity) acquiring the whole of the Agreement and having the legal capacity, power and authority to become a party to and to perform the obligations of the relevant Council under this Agreement being:-
 - 29.1.1 a Minister of the Crown pursuant to an Order under the Ministers of the Crown Act 1975; or
 - 29.1.2 any Local Authority which has sufficient financial standing or financial resources to perform the obligations of the relevant Council under this Agreement.

30. **WAIVER AND COSTS**

- 30.1 No failure or delay by any Council to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or some other right, power or remedy unless a waiver is given in writing by that Council.
- 30.2 Each Council shall pay their own respective costs and expenses incurred in connection with the preparation, execution, completion and implementation of this Agreement, except as expressly provided for in this Agreement.
- 30.3 Save where otherwise provided, the Councils will pay interest on any amount payable under this Agreement not paid on the due date from that date to the date of payment

at a rate equal to two per cent (2%) above the base rate from time to time of Barclays Bank plc.

31. ENTIRE AGREEMENT

This Agreement contains all the terms which the parties have agreed in relation to the subject of this Agreement and supersedes any prior written or oral agreements, representations, communications, negotiations or understandings between the Councils relating to such subject matter. No Council has been induced to enter into this Agreement or any of these documents by statement or promise which they do not contain, save that this Clause 31 shall not exclude any liability which one (1) Council would otherwise have to the other in respect of any statements made fraudulently by that Council.

32. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which so executed shall be an original but together shall constitute one and the same instrument.

33. RELATIONSHIP OF COUNCILS

Each Council is an independent body and nothing contained in this Agreement shall be construed to imply that there is any relationship between the Councils of partnership or (except as expressly provided in this Agreement) of principal/agent or of employer/employee. No Council shall have the right to act on behalf of another, make any representations or give any warranties to third parties on behalf or in respect of any other Council nor to bind (or hold themselves out as having authority or power to bind) any other Council by contract or otherwise except to the extent expressly permitted by the terms of this Agreement or where a statutory provision otherwise requires. In particular for the avoidance of doubt, none of the provisions relating to the principles of working in partnership shall create, or be deemed to create, any partnership as defined by The Partnership Act 1890.

34. MITIGATION

Each Council shall at all time take all reasonable steps to minimise and mitigate any loss for which the relevant Council is entitled to bring a claim against the other Council(s) pursuant to this Agreement.

35. STATUTORY RESPONSIBILITIES

Notwithstanding anything apparently to the contrary in this Agreement, in carrying out their statutory duties, the discretion of any Council shall not be fettered or otherwise affected by the terms of this Agreement. Nothing contained or implied herein shall prejudice or affect the Councils' rights and powers, duties and obligations in the exercise of their functions as Local Authorities and/or in any other capacity and all rights, powers, discretions, duties and obligations of the Councils under all laws may at all times be fully and effectually exercised as if the Councils were not a party to this Agreement and as if the Agreement had not been made.

36. LOCAL GOVERNMENT (CONTRACTS) ACT 1997

The certificate in respect of this Agreement to be provided by the Councils (not being the Lead Council) in respect of their powers to enter into this Agreement and support the Lead Council model whereby the Lead Council enters into the Project Agreement with the Contractor and accepts a contingent liability for the Relevant Discharge Terms (as defined in the Project Agreement) on behalf of itself assuming the other Councils are committed to underwriting their proportion of any compensation payable under the Relevant Discharge Terms pursuant to section 3 of the Local Government

(Contracts) Act 1997 shall be provided by the Councils (not being the Lead Council) to the Lead Council on or before the date of this Agreement.

37. **VARIATIONS**

37.1 The Councils may vary the terms of this Agreement including admitting additional Councils to the Joint Committee, the terms of such admission to be agreed by the Councils.

37.2 Where an additional Council is admitted to the Joint Committee it shall enter a deed of variation in a form agreed by the Joint Committee and from the date of its admittance to the Joint Committee all provisions of this Agreement shall apply to the admitted Council and the definition of "**Councils**" shall include it.

37.3 No amendment to this Agreement shall be binding unless it is in writing and signed by the duly authorised representatives of each of the Councils and expressed to be for the purpose of such amendment.

37.4 The Councils shall endeavour to review this Agreement on an annual basis to monitor and reflect on the operation of the Project and the performance of the obligations set out in this Agreement.

38. **SEVERABILITY**

In the event of any provision of this Agreement being or becoming legally ineffective, invalid, illegal or unenforceable as declared by the courts of other competent authority the remaining provisions of this Agreement shall not be invalidated and the Councils shall negotiate in good faith in order to agree a mutually satisfactory substitute provision.

AS WITNESSED the duly authorised representatives of the Councils have signed this Agreement as a deed on the date written at the beginning of this Agreement.

SCHEDULE 1 – PROJECT TASKS

[Note: The below table of Project Tasks will need to be monitored and updated to reflect the main body of the IAA as it progresses. Councils will need to review and confirm each of the Project Tasks.]

TASK	CLAUSE/ SCHEDULE	CONTRACT MANAGER MATTER	LEAD COUNCIL MATTER	PROJECT BOARD MATTER	JOINT COMMITTEE MATTER	COUNCILS' MATTER/MATTER RESERVED TO THE COUNCILS' CABINETS
1. Agree to terminate Agreement	2.2					Y
2. Issue Default Notice for Council breach of Agreement	2.2.1					Y
3. Respond to Default Notice with Counternotice proposing remediation of Default Notice matters	2.2.2					Y
4. Issue of Notice of Acceptance or Notice of Dispute concerning Counternotice proposals to remediate breaches of Agreement	2.2.3					Y
5. Implement Notice of Acceptance	2.2.4					
6. Issue of written notice of termination of Agreement by Non-Defaulting Councils to Defaulter	2.3.1					
7. Liability for losses caused due to termination by a Defaulter	2.8.2					
8. Issue of Liability Report by Lead Council to Defaulter	2.8.2					
9. Discussion of Liability Report					Y	
10. All necessary consents obtained						Y

TASK	CLAUSE/ SCHEDULE	CONTRACT MANAGER MATTER	LEAD COUNCIL MATTER	PROJECT BOARD MATTER	JOINT COMMITTEE MATTER	COUNCILS' MATTER/MATTER RESERVED TO THE COUNCILS' CABINETS
11. Share data and knowledge relevant to the Project	3.4					
12. Conduct relationship in accordance with stated principles	3.5					
13. Agreement that Flintshire Council shall be Lead Council	4.1					Y
14. Recognition of existence of Joint Committee and compliance with decisions delegated to Joint Committee	4.2					
15. Deciding detailed scope of Lead Council role	4.3.1				Y	
16. Deciding administrative and representative functions of the Lead Council	4.3.2				Y	
17. Communicate representative functions to Contractor	4.3.2		Y			
18. Consultation and reporting requirements between Lead Council and Joint Committee	4.3.3				Y	
19. Act on behalf of Partnership in management and supervision of Project	4.4.1		Y			
20. Acting under direction of Joint Committee	4.4.2		Y			
21. Act on behalf of other Councils	4.4.3		Y			
22. Liaising with Contractor and Contractor's representatives	4.4.4		Y			
23. Participating in Liaison Committee under Project Agreement	4.4.5		Y			
24. Act as employing authority for Lead Council staff or supervisor of Councils' seconded staff	4.4.6		Y			

TASK	CLAUSE/ SCHEDULE	CONTRACT MANAGER MATTER	LEAD COUNCIL MATTER	PROJECT BOARD MATTER	JOINT COMMITTEE MATTER	COUNCILS' MATTER/MATTER RESERVED TO THE COUNCILS' CABINETS
25. Legal point of contact for managing Project	4.4.7		Y			
26. Providing additional resources and office facilities	4.4.8		Y			
27. Providing senior officers to Project	4.4.9		Y			
28. Determining level of involvement of senior officers	4.4.9				Y	
29. Responsibility for liaison and communication with WG and co-ordination of communication and public relations	4.4.10		Y			
30. Managing application of Annual Budget for Core Project Team and reporting to Project Board	4.4.11		Y			
31. Reviewing Annual Budget expenditure	4.4.11			Y		
32. Having powers to enter into contracts with consultants	4.4.11		Y			
33. Appointing a replacement Lead Council if the Lead Council defaults or withdraws from the Agreement	4.5				Y	
34. Performing much of Lead Council role	4.6	Y				
35. Employing Contract Manager	4.7.1		Y			
36. Line manager of Contract Manager	4.7.1			Project Team		
37. No competing procurement to the Project unless outside the terms of the Agreement	4.8					
38. Commitment to a minimum tonnage guarantee	4.8					Y

TASK	CLAUSE/ SCHEDULE	CONTRACT MANAGER MATTER	LEAD COUNCIL MATTER	PROJECT BOARD MATTER	JOINT COMMITTEE MATTER	COUNCILS' MATTER/MATTER RESERVED TO THE COUNCILS' CABINETS
39. Warranty to comply with the Contract Documents (and indemnity in respect of loss)	4.9					Y
40. Co-operate in good faith	4.10					Y
41. No exercise or waiver of right under Contract Documents without approval	4.11					Y
42. Primary interface with Contractor, WG, IUK and other bodies	4.13		Y			
43. Overview and scrutiny responsibility	5.2					Y
44. Provision of information on reasonable request of Joint Committee	6.6					Y
45. Consultation with Councils to allow diligent progress day to day	6.7					Y
46. Reimbursement of administrative costs and expenses of Joint Committee in accordance with Annual Budget	6.7					Y
47. Review of administrative costs and expenses of Joint Committee each year when draft Annual Budget prepared	6.7			Y		
48. Consideration of administrative costs and expenses of Joint Committee each year when draft Annual Budget prepared	6.8				Y	
49. Approval of administrative costs and expenses of Joint Committee each year when draft Annual Budget prepared	6.8					Y
50. Principle of reimbursement of first year costs and expenses of Joint Committee	6.10.1					Y
51. Recommendation of first year costs and expenses of Joint Committee	6.10.2			Y		
52. Setting first year costs and expenses of Joint Committee	6.10.2				Y	

TASK	CLAUSE/ SCHEDULE	CONTRACT MANAGER MATTER	LEAD COUNCIL MATTER	PROJECT BOARD MATTER	JOINT COMMITTEE MATTER	COUNCILS' MATTER/MATTER RESERVED TO THE COUNCILS' CABINETS
53. Preparing a draft Annual Budget for the following Contract Year by 31 December in each Contract Year	7.1			Y		
54. Consider and recommend a draft Annual Budget for the following Contract Year by 31 December in each Contract Year	7.1				Y	
55. Approval of Annual Budget	7.1					Y
56. Approval to exceed Annual Budget (including contingency sums)	7.3					Y
57. Making available share of Annual Budget irrevocably to Lead Council	7.4					Y
58. Accountable body for the Joint Committee	7.5			Y		
59. Oversee or procure monitoring of Annual Budget for Councils' scrutiny	7.5				Y	
60. Contribute annual sum for Annual Budget spend year from spend profile	7.7					Y
61. Serve Annual Budget invoice on Councils at end of each Accounting Period	7.7		Y			
62. Payment of Annual Budget invoice each Accounting Period	7.7					Y
63. Costs of providing internal resources	7.8					Y
64. Approval of additional costs and external costs beyond Council internal resources approval (all within Annual Budget spend profile)	7.8			Project Team <£5K Project Board >£5K		
65. Approval of additional costs and external costs beyond Council internal resources approval (not included within Annual	7.9.1			Project Team		

TASK	CLAUSE/ SCHEDULE	CONTRACT MANAGER MATTER	LEAD COUNCIL MATTER	PROJECT BOARD MATTER	JOINT COMMITTEE MATTER	COUNCILS' MATTER/MATTER RESERVED TO THE COUNCILS' CABINETS
Budget spend profile)						
66. Has Council carried out activity as efficient use of time?	7.9.2			Y		
67. Decision on whether a Council internal resource costs are disproportionate compared to the Annual Budget spend profile	7.10			Y		
68. Prior approval of all reports for decision by Joint Committee (except if impracticable due to special meeting)	8.3.1			Y		
69. Monitor Project to ensure it remains within budget	8.3.2			Y		
70. Make available officers as necessary for purposes of the Project	9.1					Y
71. Appoint the Project Officers for the purpose of the Project	9.2		Y			
72. Provide necessary support to secure the effective achievement of the Project	10.2					Y
73. Prepare and keep up to date a draft Project Plan, work programme and resource plan for the Project	11.1	Contract Manager				
74. Present the draft Project Plan, work programme and resource plan for the Project to the Project Board	11.2			Project Team		
75. Decision on whether there is any significant change to the Project Plan, work programme and resource plan for the Project to be approved by the Joint Committee	11.2			Y		
76. Approval of the Project Plan, work programme and resource plan for the Project	11.3				Y	

TASK	CLAUSE/ SCHEDULE	CONTRACT MANAGER MATTER	LEAD COUNCIL MATTER	PROJECT BOARD MATTER	JOINT COMMITTEE MATTER	COUNCILS' MATTER/MATTER RESERVED TO THE COUNCILS' CABINETS
77. Request to each Council for future budgetary provision and for resources	11.3.1				Y	
78. Cost and terms of the acquisition and/or securing of the Allocated Sites	12.1					Y
79. Decision on whether to transfer or not to transfer a interest in an Allocated Site pursuant to Withdrawal or Termination of the Project	12.2					Y
80. Transfer an interest in a Allocated Site to one of the remaining Councils for the use for the Project pursuant to Withdrawal or Termination of the Project	12.2.1				Y	
81. Liability for costs of provision of an alternative Site for the Project having equivalent operational effect	12.2.2					Y
82. Conduct a transfer of a interest in any Allocated Site at an undervalue of Market Value	12.3					Y
83. Receive any WG grant from [REDACTED] and payment to Councils of such credits or grant	13.1		Y			
84. Payment of contributions towards funding the Project's annual unitary charge payment	13.2					Y
85. Monthly Contract Payment to the Contractor	13.3		Y			
86. Responsibility for any adjustments or Deductions to the Contractor's invoice	13.6	Contract Manager				
87. Payment of proportion of the Monthly Contract Payment to Flintshire Council	13.7/ 13.8					Y
88. Ensure that there are always cleared funds paid	13.9					Y

TASK	CLAUSE/ SCHEDULE	CONTRACT MANAGER MATTER	LEAD COUNCIL MATTER	PROJECT BOARD MATTER	JOINT COMMITTEE MATTER	COUNCILS' MATTER/MATTER RESERVED TO THE COUNCILS' CABINETS
89. Review payment proportions as defined in Schedule 10 (Payment Proportions) on 30 September following the Service Commencement Date and at one (1) yearly intervals thereafter	13.13					Y
90. Supply fair and objective criteria for review of payment proportions	13.13			Y		
91. Consider adjustments, reconciliations or payments to recompense for significant anomalies in Project mutual benefit	13.14			Y		
92. Power to make adjustments, reconciliations or payments to recompense for significant anomalies in Project mutual benefit	13.14		Y			
93. Apportion any payment made by the Contractor	13.15		Y			
94. Liability for any taxation or duty chargeable in the UK in respect to participation the Project	13.16					Y
95. Increase payment to negate any withholding or deduction required by law and provide any appropriate certificate as may be required by law showing the amount.	13.17					Y
96. Obtain any available relief or credit in respect of any such withholding or deduction regarding taxation and provide information reasonably required with making a claim for relief	13.18					Y
1. Prepare accounts including expenditure incurred pursuant to the Annual Budget	14.2					Y
2. Determine Accounting Period in relation to AB Accounts	14.2			Y		

TASK	CLAUSE/ SCHEDULE	CONTRACT MANAGER MATTER	LEAD COUNCIL MATTER	PROJECT BOARD MATTER	JOINT COMMITTEE MATTER	COUNCILS' MATTER/MATTER RESERVED TO THE COUNCILS' CABINETS
3. Ensure true and complete entries of all relevant payments and receipts in the AB Accounts	14.3.1					Y
4. Provide the Lead Council with unaudited AB Accounts for an Accounting period with certification that such AB Accounts comply with this agreement	14.3.2					Y
5. Nominate and notify to the other Councils the name, address and telephone number of an individual responsible for ensuring that Council complies with Clause 14 of this agreement	14.3.3					Y
6. Prepare and send a reconciliation statement with either a balancing invoice or credit payment	14.3.4		Y			
7. Notify a change to the nominated individual pursuant to Clause 14	14.4					Y
8. Maintain an up to date register of the assets and committed liabilities of each Council in relation to the Joint Committee	14.6		Y			
9. Grant a non-exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its IP Material for the Project Tasks	15.2					Y
10. Indemnify any loss arising out of any dispute or proceedings brought by a third party alleging infringement of its Intellectual Property rights	15.6					Y
11. Indemnify against any losses, damage, claims, proceedings, expenses, actions, demands, costs and liabilities in	16.1/ 16.3		Y			Y

TASK	CLAUSE/ SCHEDULE	CONTRACT MANAGER MATTER	LEAD COUNCIL MATTER	PROJECT BOARD MATTER	JOINT COMMITTEE MATTER	COUNCILS' MATTER/MATTER RESERVED TO THE COUNCILS' CABINETS
connection with any damage to property; any injury to, or death of any person; and any third party actions, claims or demands						
12. Determine the extent of responsibility of responsibility in the event of a claim	16.5			Y		
13. Notify and provide details of a claim for losses, expenses, actions, demands, costs and liabilities	16.6					Y
14. Allocate any sums paid by the Contractor	16.11					Y
15. Administer all Project insurances in accordance with the provisions of the Project Agreement	16.2		Y			
16. Ensure that adequate insurance cover is effected and maintained in respect of any liabilities	16.14					Y
17. Ensure adequate insurance cover is effected and maintained in respect of any property and assets held by them for the purposes of the Joint Committee	16.15		Y	Y		
18. Provide written Withdrawal Notice	17.3					Y
19. Provide a Liability Report that is discussed by the Joint Committee	17.3		Y			Y (If nominated by JC)

SCHEDULE 2 - JOINT COMMITTEE TERMS OF REFERENCE

PART 1

TERMS OF REFERENCE

[DN: The terms of reference of the Joint Committee require review and consideration by the Councils.]

1. The terms of reference of the Joint Committee are:-
 - 1.1 to promote joint working in the delivery of the Project through:-
 - 1.1.1 facilitating constructive partnership working;
 - 1.1.2 engaging with key interested bodies and stakeholders when appropriate; and
 - 1.1.3 carrying out such other activities calculated to facilitate, or which are conducive to the successful delivery of the Project; and
 - 1.2 to ensure that the Project is developed in accordance with good industry practice, is in the best interests of all Councils and delivers value for money.
2. The key functions of the Joint Committee are to:-
 - 2.1 consider and make recommendations concerning the Councils' collective budget for the Project on an annual basis noting:
 - 2.1.1 the predicted outturn of the Councils' collective payments to the Contractor for services received under the Project Agreement as approved by the Councils;
 - 2.1.2 the profile of such payments described as Monthly Payments of Unitary Charge; and
 - 2.1.3 the draft Annual Budget prepared by the Project Board and approved by each Council;
 - 2.2 consider and make recommendations in respect of all Contract Documents in relation to the Project;
 - 2.3 to monitor and manage the risks associated with the Project
 - 2.4 address at a members' level any issues raised by the Councils' representatives on the Liaison Committee (pursuant to the Project Agreement) which require discussion; and
 - 2.5 to ratify requests for additional funding from individual Councils.
3. For the avoidance of doubt, the following matters are Matters Reserved To The Councils i.e. reserved for an individual Council decision:-
 - 3.1 approval of inter-Council partnership governance arrangements; and
 - 3.2 increase of budget over agreed Council contributions.
4. The key responsibilities of the Joint Committee include those tasks set out in Schedule 1 (Project Tasks) which are each designated as a "**Joint Committee Matter**" and in addition the following:-

- 4.1 providing strategic direction to the Project Board;
- 4.2 receiving and reviewing the Contractor's summary of its performance under the Project Agreement which is issued each quarter;
- 4.3 receiving and reviewing the Project monitoring update which is issued each year;
- 4.4 promoting partnership working between the Councils;
- 4.5 adherence to the Data Protection Policy as set out at Appendix 1 (Data Protection Policy);
- 4.6 approval of the annual Governance Statement which shall be published with the annual account at the end of each financial year;
- 4.7 consideration of the Annual Budget and recommendation of the same to the Councils for approval in accordance with Clause [];
- 4.8 preparation of statutory accounts pursuant to The Accounts and Audit (Wales) (Amendment) Regulations 2010;
- 4.9 ensuring that the Lead Council provides all financial and statistical reports on an open book basis upon request by the Councils or their internal or external auditors, permitting any such authorised persons to inspect, audit and take copies of all reports, books, accounting records, vouchers and any other documents considered relevant and seek reasonable explanations for any matter under examination; and
- 4.10 ensuring that the Lead Council's internal audit service provides an annual statement of assurance to the Councils regarding the payment process and Project monitoring arrangements which will be provided by 30 June each year.

PART 2

CONSTITUTIONAL ARRANGEMENTS

1. Subject to Clause 4.5 (Duties of the Lead Council and Other Councils), each Council shall appoint two (2) elected members of their [executive or Cabinet], both of whom shall be voting members, as their representatives to the Joint Committee.
2. Members of the Joint Committee shall be appointed in accordance with the standing orders of that Council.
3. In appointing members to the Joint Committee, each Council will include among its appointees, unless there are overriding reasons to the contrary, the member of the [Cabinet] of that Council who has portfolio responsibility for waste management functions within that Council.
4. Each member of the Joint Committee shall be empowered to have the delegated authority of his or her Council to make binding decisions in relation to the Project. In the event that any member is unable to make a decision the matter will be referred to the respective Council at an appropriate level (including but not limited to Council leader or Council [Cabinet]) and a binding decision will be made by such Council as soon as reasonably practicable and in any event within forty (40) Business Days.
5. Each member of the Joint Committee shall have responsibility for championing the Project within their own Council and for securing, as far as possible that any matter which is recommended to that Council by the Joint Committee for decision shall be considered and determined expeditiously and having due regard to the benefits to each Council of the joint procurement and implementation of the Project.
6. Each Council shall also appoint one (1) substitute member in the event that appointed members are unable or incapable of discharging their functions.
7. Each Council's substitute member shall be entitled to attend meetings of the Joint Committee but shall only be entitled to vote in the absence of his or her corresponding voting member.
8. Each Council may, at their discretion, replace their representatives appointed to the Joint Committee, provided that:-
 - (a) at all times, they have representatives appointed to the Joint Committee in accordance with the roles identified in Part 1 of this Schedule 2 (Joint Committee Terms of Reference); and
 - (b) any such replacement nominated in writing on not less than five (5) Business Days' notice shall have no lesser status or authority than that set out in Part 1 of this Schedule 2 (Joint Committee Terms of Reference) unless otherwise agreed by the Councils.
9. The Chair of the Joint Committee shall be an elected Executive or Board member of a Council appointed by the Joint Committee pursuant to paragraph 11.
10. The Vice-Chair of the Joint Committee shall be an elected executive member of a Council appointed by the Joint Committee pursuant to paragraph 11. In the absence of the Chair for any reason, the responsibilities of the Chair can be discharged by the Vice-Chair.
11. The Chair and the Vice-Chair of the Joint Committee shall be elected at the annual general meeting and appointments shall take effect until the next annual general meeting. The Chair will be nominated by annual rotation between the Councils commencing with a Flintshire Council member of the Joint Committee and the

subsequent order of rotation for the following two (2) years shall be agreed by the Joint Committee.

12. The Joint Committee shall meet as and when required to suit the needs of the Project in accordance with the Project timetable provided that there shall be a minimum of two (2) meetings per year, one (1) of which shall be specified as the annual general meeting and, subject to paragraph 13, at appropriate times and on reasonable notice (to be issued through the Project Team) to carry out the Joint Committee Matters referred to in Schedule 1 (Project Tasks). The venue for the meetings shall be agreed by the Joint Committee.
13. A printed copy of the agenda and reports for each meeting and the minutes of the previous meeting shall be despatched at least five (5) Business Days before such meeting is to be held to each representative appointed to the Joint Committee. The Chief Executive of the Lead Council shall use reasonable endeavour to procure that the agenda and all relevant papers meet this deadline. All agendas, reports and minutes in relation to the Joint Committee shall be in English.
14. The quorum necessary for a Joint Committee Meeting shall be five (5) members of the Joint Committee comprising at least one (1) member from each of the Councils from each Council (in person but not by telephone).
15. Each Council shall be entitled to invite appropriate third parties to observe Joint Committee Meetings and such third parties shall be entitled to be present in support of such Joint Committee Meetings at the discretion of the Chair of the Joint Committee. Such observers shall not have a vote. For the avoidance of doubt, the section 151 officer and/or monitoring officer for each Council shall be entitled to attend and participate in Joint Committee Meetings in a non-voting capacity.
16. Save as is inconsistent with the terms of this Agreement the Council Procedure Rules and Contract Procedure Rules of the Lead Council shall apply.
17. At meetings of the Joint Committee each elected voting member or appropriate deputy appointed pursuant to paragraph 1 above from each Council shall have one (1) vote. Decisions at meetings of the Joint Committee must be unanimous.
18. The Joint Committee shall have the powers to make decisions and recommendations within its terms of reference as set out in Part 1 of this Schedule 2 (Joint Committee Terms of Reference) but shall not have power to approve any Matter Reserved To The Councils pursuant to Clause 5.1.4 (Decision Making).
19. The Joint Committee decisions shall comply with the Core Policies of the Councils. If the Joint Committee proposes to make a decision contrary to the Core Policies then those decisions must be referred to each Council for resolution as a Matter Reserved To The Councils.
20. Reports to be submitted to the Joint Committee (including those pertaining to the Annual Budget) shall be considered by the Project Board prior to submission to the Joint Committee.
21. The Chair may summon a special meeting of the Joint Committee at any time by written notice to the Lead Council specifying the business to be considered at the special meeting.
22. A special meeting shall be summoned on the requisition in writing of any Joint Committee Members acting on behalf of his or her Council, which requisition shall specify the business to be considered at the special meeting.
23. Arrangements for holding a special meeting will be in accordance with the timetable set out in paragraph 12.

24. In the event that a special meeting is called the Lead Council shall notify all members of the Project Board as a matter of urgency.

SCHEDULE 3 - PROJECT BOARD TERMS OF REFERENCE

[DN: THE TERMS OF REFERENCE OF THE PROJECT BOARD REQUIRE REVIEW AND CONSIDERATION BY THE COUNCILS.]

1. The Project Board will manage the progress and implementation of the Project including identifying all works necessary to be carried out and instructing the internal and external financial, legal, procurement and technical advisors to carry out the same. The Project Team shall be empowered (within pre-agreed parameters) to deal direct with the Contractor and other third parties.
2. The Project Board will act as a representative for each of the Council's "Corporate Officer Management Team" described in Schedule 4 (Addresses of the Councils) to ensure consistency with individual Council objectives and visions.
3. The Project Board will consider and determine those matters allocated to it in Schedule 1 (Project Tasks).
4. The Project Board will as and when necessary report to the Joint Committee and provide advice to the Joint Committee on those matters referred to the Joint Committee as set out in Schedule 1 (Project Tasks) and Schedule 2 (Joint Committee Terms of Reference).
5. For the avoidance of doubt (as set out in Clause 8.3) the following specific functions are given to the Project Board:-
 - (a) prior approval of all reports for decision by the Joint Committee save if impracticable in the case of a special meeting;
 - (b) preparation of the draft Annual Budget;
 - (c) monitor the Project to ensure that it remains within budget;
 - (d) to provide strategic guidance to the Project to ensure that it delivers the desired outcomes for the Councils;
 - (e) to ensure that the Project and Partnership is presented positively to external stakeholders;
 - (f) to oversee the Project's progress to ensure it is delivered within agreed timescales;
 - (g) to approve the completion of each stage of the Project before sign off;
 - (h) to review and approve, as appropriate, key documents relating to the Project such as the Contract Documents;
 - (i) to ensure that the Project is sufficiently resourced in regard to finance and staffing;
 - (j) to approve the scope of work, selection, and terms of engagement of advisors;
 - (k) to approve Project reviews and ensure that action is taken against any recommendations made; and
 - (l) to agree items for presentation to Joint Committee for approval or information.

SCHEDULE 4 - ADDRESSES OF THE COUNCILS

[DN: Details taken from the First Inter-Authority Agreement. Councils to confirm any required amendments.]

RECIPIENT'S NAME	ADDRESS	FAX NO.	EMAIL	CORPORATE OFFICER MANAGEMENT TEAM
Conwy County Borough Council:-	Bodlondeb, Conwy, North Wales LL32 8DU	01492 576116	Janet.Jones@conwy.gov.uk	Executive Group
Denbighshire County Council:- Head of Corporate Governance	County Hall, Wynnstay Road, Ruthin LL15 1YN	01824 706293	Legal@denbighshire.gov.uk	Senior Leadership Team
Flintshire County Council:- Head of Legal and Democratic Services	County Hall, Mold, Flintshire CH7 6NB	01352 702494	Gareth.Legal@flintshire.gcsx.gov.uk	Corporate Management Team
Gwynedd Council:- Head of Democracy and Legal Service	Council Offices, Shirehall Street, Caernarfon, Gwynedd LL55 1SH	01286 679466	IwanGDEvans@gwynedd.gov.uk	Leadership Group
Isle of Anglesey County Council:- Corporate Director, Department of Environment and Technical Services	Council Offices, Llangefni, Anglesey LL77 7TW	01248 752132	rbxcs@anglesey.gov.uk	Corporate Management Team

SCHEDULE 5 - ANNUAL BUDGET

For the avoidance of doubt the Annual Budget is required for the Joint Committee to note the Project Board's recommendations for funding the Lead Council's obligations under this Agreement.

The Annual Budget does not include the Unitary Charge payment due under the Project Agreement as envisaged by the Final Business Case and as approved by the Councils.

The following is a non-exhaustive list of the heads of expenditure that may be expected to be incurred by the Councils in relation to the Project Tasks:

1. internal expenditure (staff costs and associated overheads);
2. internal financial support;
3. internal legal support;
4. other professional services (including asset management, architects, quantity surveyors, surveyors, procurement and planning);
5. communications;
6. external expenditure (staff costs and associated overheads);
7. Project management/technical and administrative support;
8. financial advisors;
9. technical advisors;
10. insurance advisors;
11. legal advisors;
12. other professional services (including asset management, architects, QS, surveyors, procurement, site investigation, remediation and planning);
13. waste analysis;
14. ICT;
15. communications advisors;
16. associated overheads may include such expenses as travel expenses, room hire, printing, accommodation and ICT costs; and
17. agreement to the incurring of costs and the appropriateness of sharing such costs between the Councils will be in accordance with the terms of this Agreement.

SCHEDULE 6 - ACCOUNTING PERIODS

[DN: Details to be confirmed by the Councils.]

Start of Accounting Period	End of Accounting Period
1 April	30 June
1 July	30 September
1 October	31 December
1 January	31 March

SCHEDULE 7 - LIABILITY REPORT

The Liability Report shall include (but shall not be limited to):-

	<u>Amount</u> (all figures in round pounds)
<p>Staff costs (and associated overheads) in progressing the Project:-</p> <ul style="list-style-type: none"> • consultancy and advisors fees (legal, financial, technical, insurance etc.); • internal Project management and monitoring; • internal professional advice. 	
<p>Loss of funding support from Welsh Government.</p>	
<p>Losses incurred due to:-</p> <ul style="list-style-type: none"> • loss of guaranteed Third Party Income identified in the Contractor's base case financial model; • liability on the remaining Councils to pay an increased proportion of the Unitary Charge payments due to the Contractor under the Project Agreement; • where a Council withdraws from or is terminated from this Agreement a payment in lieu of transferring an Allocated Site to a nominated Council (that is, the reasonably determined Market Value or an appropriate substitute site or sites from which the Contractor can deliver an equivalent level of service and which holds harmless the remaining Councils from additional payments to the Contractor; • loss of non-guaranteed Third Party Income; • loss of electricity revenues; and • the cost of acquiring additional 	

	<u>Amount</u> (all figures in round pounds)
LAS allowances as a consequence of the withdrawal or termination (as the case may be) by a Council.	
Any other losses, costs, claims and damages arising from the remaining Councils within the Project recommissioning alternative service provision if the Project is no longer viable and the Project Agreement is terminated.	
Costs incurred by the Lead Council as certified by the Project Section 151 Officer and as approved by the Project Board as appropriate.	
Recognition of any mitigating factors including a substitute waste source (whether an additional local authority beyond the Councils or otherwise).	

Certified as correct _____

(Signed)

(Date)

SCHEDULE 8 - SITE

Site	Site Address (the Site being more particularly identified shown edged red on the relevant Site Plan)	Land Registry Title Number(s)	Freehold/Lease hold
Deeside	Land at Deeside Industrial Park, Deeside, Flintshire	CYM316351	Freehold

SCHEDULE 9 - PAYMENT PROPORTIONS

[DN: Finance to provide details for inclusion. However, agreed principles are noted below.]

It is noted that the Schedule shall incorporate a table which identifies in respect of each of the Councils, the forecast Contract Waste tonnages and respective cost sharing percentages.]

Cost Sharing Principles in respect of Waste Treatment and Transport

1. Payments to the Contractor for the treatment and transport of Waste will be based on the actual tonnages delivered by each of the Councils, subject to not exceeding the forecast tonnages.
2. Where tonnage delivered by a Council exceeds the forecast tonnages, the Council delivering such excess tonnage shall be solely responsible for the costs associated with the treatment and transport of such tonnage.
3. Where the tonnages are below the guaranteed minimum tonnage the guaranteed minimum tonnage as applicable to each Council will be deemed to be the tonnage delivered by the relevant Council.
4. In the event that the tonnages delivered to the Contractor are below the guaranteed minimum tonnage, the Council not meeting its requirements will pay on the basis of the guaranteed minimum tonnage and this will result in an 'excess payment'.

Excess Payments

Excess payments shall be 'placed in a reserve' to be used by the Councils (at the Joint Committees discretion) to fund project expenses, or be shared on a periodic basis or at the end of the Project utilising the percentages used to allocate the tonnage bandings.

Additional Income and Windfall Gains

The Councils agree that any additional income shall be shared between each of the Councils on a pro-rata basis proportional to the actual tonnage delivered by each Council.

Mechanism to re-align Tonnage Bands

It is agreed in principle that the IAA should contain provisions to allow for a readjustment of the tonnage bands as and when required to more closely reflect any changes in proportions of Waste arising in the Partnership. An Annual Review of the tonnages shall be conducted and the Joint Committee shall decide on any necessary adjustments.

APPENDIX 1
DATA PROTECTION POLICY

[Policy to be inserted]

The Common Seal of **CONWY COUNTY**)
BOROUGH COUNCIL was)
hereunto affixed in the presence of:-)

Authorised Sealing Officer

The Common Seal of **DENBIGHSHIRE**)
COUNTY COUNCIL was)
hereunto affixed in the presence of:-)

Chairman

Authorised Signatory (Head of Legal
Services/Legal Services Manager)

The Common Seal of **FLINTSHIRE**)
COUNTY COUNCIL was)
hereunto affixed in the presence of:-)

Chairman

Head of Legal and Democratic Services

The Common Seal of **GWYNEDD**)
COUNCIL was)
hereunto affixed in the presence of:-)

Authorised Signatory

The Common Seal of **ISLE OF**)
ANGLESEY COUNTY COUNCIL was)
hereunto affixed in the presence of:-)

Authorised Signatory

REPORT ON THE

DRAFT SECOND INTER-AUTHORITY AGREEMENT

Note: This report is intended to provide a high level summary of the current draft form Inter Authority Agreement. The report includes details of issues that have been discussed and agreed in principle by the Project Board at a meeting on the 16 January 2014.

The Inter Authority Agreement is currently only in draft form. In the event that the Partnership wish to change any of the principles set out below, or wish to include any additional project specific partnering elements, then this can be accommodated.

The Partnership should also note that this report is only intended to be a high level summary of the content of the draft Inter Authority Agreement and should not be relied upon in lieu of the Inter Authority Agreement itself.

1. INTRODUCTION

- 1.1 At the beginning of the procurement, Conwy County Borough Council, Denbighshire County Council, Flintshire County Council, Gwynedd Council and the Isle of Anglesey County Council (together the "**Partnership**") agreed to work together in a partnering relationship to jointly procure a residual waste treatment facility and deliver residual waste treatment services in the project known as the North Wales Residual Waste Treatment Project (the "**Project**"). The Partnership signed the first Inter Authority Agreement on 24 June 2010, to regulate working arrangements and decision making among each of the Councils during the procurement of the Project up to financial close.
- 1.2 The Partnership has agreed that Flintshire County Council will take on the role as 'Lead Council' and will sign and enter into all the legal documents to the Project on behalf of the Partnership; the main document being the agreement with the Contractor, involving the design, construction, installation, commissioning, operation and maintenance of the facility for the treatment of residual waste (the "**Project Agreement**"). Following the commencement of the Project Agreement, the rights, liabilities and obligations of each Council set out in the first Inter Authority Agreement will be superseded by the rights, liabilities and obligations set out in the second Inter Authority Agreement (the "**IAA**").
- 1.3 As the Lead Council will take on the full contract responsibility on behalf of the Partnership, it requires assurances that each Council will meet its obligations in a timely manner to ensure that the Lead Council is never exposed to unreasonable contractual liabilities. Also, each Council needs assurance that they will receive all the contractual benefits that they are entitled to – even though they have not directly signed a contract with the Contractor. This is one of the primary objectives of the IAA.

2. PURPOSE OF THE SECOND INTER-AUTHORITY AGREEMENT

- 2.1 The overarching purpose of the IAA is to ensure that the five Councils are able to work effectively together in true partnership and with the Contractor to get maximum benefit from the Project. The IAA tries to balance the potential conflicts: that the Lead Council, as the Project Agreement counter-party, is not over-exposed in terms of risk and liability; and that the other Councils get their fair share of the contractual rights and benefits. The IAA is based on the principles of fairness and partnership working and is intended to manage the interests of all the Councils equitably.
- 2.2 The IAA attempts to reflect, where appropriate, the Project Agreement between the Partnership and the Contractor.

- 2.3 The IAA accommodates a structure to ensure that the Lead Council isn't exposed to disproportionate liability and that the contractual rights and obligations appropriately flow down to all the Councils.
- 2.4 At its most basic level, having signed the Project Agreement, the Lead Council is committed to the delivery of all the Partnership's waste and the full payment for its treatment. The Contractor, for its part, is obliged to accept and treat the waste.
- 2.5 Given this commitment, the IAA needs to ensure that each Council is committed to deliver its waste to the Contractor and pay to the Lead Council the correct amount in advance of the Lead Council having to pay the Contractor.
- 2.6 The IAA sets out the duties of the Lead Council. These duties include (but are not limited to);
- 2.6.1 acting on behalf of the Councils for the management and supervision of the Project Agreement,
 - 2.6.2 acting under the direction of the Joint Committee;
 - 2.6.3 being responsible for liaising with the Contractor, and
 - 2.6.4 entering into any contracts that may be required (for example, the appointment of consultants) and liaising with Welsh Government.
- 2.7 The IAA also regulates such things as:-
- 2.7.1 Decision making;
 - 2.7.2 Termination and Withdrawal from the IAA;
 - 2.7.3 Flexibility to Contract Changes; and
 - 2.7.4 Liabilities of the Councils.

3. **DECISION MAKING**

3.1 **Contract Manager**

- 3.1.1 The Partnership will appoint a suitably qualified Contract Manager for the day-to-day management of the Project. The Contract Manager will be responsible to all the Councils but will be employed by or seconded to the Lead Council and shall report to the Project Board. The Contract Manager shall act as the Authority's Representative (as such term is defined in the Project Agreement.)
- 3.1.2 The Contract Manager will have sufficient authority to make day-to-day decisions and will liaise on a regular basis with key personnel at each Council and with the Project Board and the Joint Committee.
- 3.1.3 For those decisions with a budgetary impact, the Contract Manager will have authority up to an annual financial threshold of [£], over which the decision would have to be escalated to the Project Board. It is noted however, that regardless of financial threshold, the Contractor Manager has the ability to refer any matter to the Project Board.

3.2 **Project Board**

- 3.2.1 The Councils shall form the Project Board for the purpose of the day-to-day management and the implementation and monitoring process and to carry

out those specific Project Tasks as indicated in Schedule 1 (Project Tasks) of the IAA and any matters referred to the Project Board by the Contract Manager.

3.2.2 The Project Board will have authority to decide on a matter at a quorate meeting of the Project Board by those present and entitled to vote in respect of a matter that will have (or is reasonably expected to have) an annual financial threshold of up to [£], over which the matter would need to escalate to the Joint Committee, provided always that the Project Board has the ability to refer any matter of any financial value to the Joint Committee to decide.

3.2.3 Any such decision of the Project Board will be binding on all the Councils.

3.3 Joint Committee

3.3.1 The Councils shall form the Joint Committee, (which shall supersede and replace the Joint Committee formed pursuant to the first Inter Authority Agreement), to carry out the functions set out in Schedule 2 (Joint Committee Terms of Reference) of the IAA and to carry out the Project Tasks as indicated in Schedule 1 (Project Tasks).

3.3.2 The proposed annual threshold for Joint Committee matters is up to [£]. Any decisions to be made on a matter in excess of these parameters shall be referred as a 'Matter Reserved To The Councils' and decisions would have to be taken by each individual Council.

3.3.3 The Joint Committee may determine that any Joint Committee Matter or Project Board Matter may be referred back to each Council for a decision as a Matter Reserved to the Councils and/or make a decision to delegate any matter to the Project Board for decision.

3.4 A general principle of decision making under the Project Board and the Joint Committee structure is that decisions should be by majority voting. For Matters Reserved To The Councils, such decisions shall not be implemented unless approved by all of the Councils on a unanimous basis.

3.5 It is agreed that there is no requirement for Council Lead Officers to be included within the IAA and the necessity and appointment of Project Officers for the purposes of the Project will be for the Joint Committee to determine from time to time as required.

4. TERMINATION, WITHDRAWAL AND EXTENSION

The IAA shall continue in full force and effect from the date upon which the IAA is entered into by the Partnership, until the earlier of the following dates:

- (a) all the Councils agree in writing to its termination; or
- (b) there is only one remaining Council who has not withdrawn from the IAA; or
- (c) the date falling six (6) months after the expiry or earlier termination of the Project Agreement (subject to any agreed period of time in respect of the decommissioning of the Site as noted below).

4.2 Termination

4.2.1 The IAA makes provision for terminating one of the Councils in the event of an unresolved breach of a Council's obligations under the IAA. The decision

to terminate the participation of a Council shall be treated as a Matter Reserved To The Councils.

- 4.2.2 The defaulting Council would be liable to the other Councils for any increased cost and losses suffered as a result of the default and agreed pursuant to a Liability Report (as defined in the IAA), prepared by the Lead Council and agreed by the Joint Committee.

4.3 **Withdrawal**

4.3.1 It is possible for a Council to withdraw from the Project if it chooses. Any Council wishing to withdraw from the Project shall provide written notice to the other Councils.

4.3.2 The withdrawing Council would be liable to the other Councils in accordance with the Liability Report as prepared by the Lead Council and agreed by the Joint Committee.

4.3.3 If the Lead Council is the withdrawing Council then the Lead Council shall be required to novate each of the Contract Documents (including the Project Agreement, Independent Certifier's Appointment, Parent Company Guarantee and the Lease of the Site) to the new lead council selected by the remaining Councils.

4.4 **Extension**

4.4.1 The Project Agreement contains an option for the Councils to extend the Contract Period by a period of up to five years. It is agreed in principle that this will be a Matter Reserved To The Councils and decided by way of a unanimous decision.

5. **FLEXIBILITY TO CHANGE**

5.1 The IAA reflects the flexibility embedded in the main Project Agreement to accommodate any variations under the Project Agreement (whether the proposed variation is required due to a change in law or a contract change required by one or more of the Councils or the Contractor or any other matter affecting the Project which may have an equivalent effect).

5.2 The Councils agree to be bound by the obligations on the Lead Council set out in Clause 43 (Authority and Contractor Changes) and Schedule 21 (Change Protocol) of the Project Agreement.

5.3 The Councils will work with the Contractor to achieve the best value solution for the Project.

5.4 If the Councils decide to support a proposed variation under the Project Agreement, the Lead Council will seek an Authority Change (as defined in the Project Agreement) with the Contractor in the Project Agreement, and where the proposed Authority Change is agreed to have a mutual benefit to the Project, the costs of such proposed Authority Change shall be shared between the Councils. Where the Authority Change does not have a mutual benefit, the Council seeking the change in the Project Agreement shall bear responsibility for the payment of the costs of the Authority Change.

5.5 It is noted that with the recent publication of the Williams Commission Report and on the understanding that Flintshire County Council and Wrexham County Council, Denbighshire County Council and Conwy County Council, and Gwynedd Council and the Isle of Anglesey County Council are to potentially amalgamate over the next couple of years, the Councils acknowledge that any new "successor Council" following

any such amalgamation shall automatically succeed the original Councils for the purposes of the IAA. However, it is further acknowledged by the Councils that any amalgamation shall not have the ability to automatically alter the Administrative Area (as defined in the Project Agreement), and the only way for the Councils to amend this (so as to capture the geographical area of any new "successor Council" for the purposes of the Project) shall be to implement a variation under the Project Agreement by way of an Authority Change as noted above.

6. LIABILITIES OF THE COUNCILS

6.1 General Indemnities

6.1.1 The Lead Council shall indemnify each of the Councils against any losses, claims, expenses, actions, demands, costs and liability suffered, to the extent arising from any wilful default, wilful breach or negligent act or omission by the Lead Council of its obligations under the Contract Documents (as defined under the IAA (including the Project Agreement and the IAA).

6.1.2 Each of the other Councils (acting severally), shall indemnify the Lead Council against any losses, claims, expenses, actions, demands, costs and liability suffered, to the extent arising from any wilful default, wilful breach or negligent act or omission by a Council of its obligations under the IAA.

6.1.3 The Councils agree that the amount to be paid to the Lead Council shall be borne by each of the Councils to the extent that they were responsible, however, in the event that responsibility is shared between two or more defaulting Councils, then the amount to be paid will be divided between those Council's responsible in such proportions as the Joint Committee may determine.

6.1.4 The Councils shall ensure that adequate insurance cover is effected and maintained in respect of any liabilities they may have in the event of any neglect or default on their part.

6.2 Early Termination

6.2.1 The Councils' liability on early termination of the Project Agreement shall be defined by reference to the Lead Council's obligation to pay compensation on early termination to the Contractor under the Project Agreement.

6.2.2 The Councils shall be liable (and shall indemnify each other) for equal proportions of the termination sum payable to the Contractor following an early termination of the Project Agreement where the early termination occurs during the works period of the Project prior to completion of the Facility. If termination occurs when the Facility is operational then liability shall be determined on a pro rata basis in respect of the actual tonnage delivered by each of the Councils.

6.2.3 If the Councils are not equally at fault for such early termination, the Councils agree that the Council or Councils whose acts or omissions gave rise to the termination shall be liable for a greater proportion of the termination sum or all of the termination sum.

6.2.4 It is noted that the Lead Council shall not be entitled to issue a notice of voluntary termination of the Project Agreement unless such action has been approved by all of the Councils as a Matter Reserved To The Councils.

7. SITE AND DECOMMISSIONING

- 7.1 Upon expiry of the Project, the Site shall be retained by Flintshire County Council. However, as noted above, in the event of a Lead Council termination or withdrawal from the IAA, then the Site will transfer to the new Lead Council (as selected by the remaining Councils) for the duration of the Project and upon expiry of the Project the Site shall then return to Flintshire County Council.
- 7.2 It is agreed in principle that on early termination of the Project if the Facility is operational then the Partnership should agree appropriate arrangements to continue the use of the Facility for the remainder of the 25 years. If however the Facility has not been built (due to eg. a planning/permitting failure) then the Site shall be retained by Flintshire County Council and there shall be no further obligation for the Site to be utilised for the purposes of the Project. If the Facility has been partly built but is not yet operational then the Councils shall agree to discuss and decide upon appropriate arrangements and the Councils shall equally share liability in respect of any costs.
- 7.3 Upon expiry of the Project, the cost of decommissioning will be split equally between the five Councils, unless Flintshire County Council (in its absolute discretion) elects not to undertake decommissioning of the Site, in which case, Flintshire County Council shall be solely liable for any future decommissioning costs.
- 7.4 It is noted that the cost of decommissioning the Site should be included in the Liability Report as a payment to be made by any withdrawing or terminated Council.

8. COMMUNITY BENEFIT FUND

- 8.1 The Councils have agreed in principle to payments in respect of a Community Benefit Fund. Each of the Councils shall contribute towards the fund and the payments shall be determined on a pro rata basis in proportion to the tonnage provided by each of the Councils.

9. WELSH GOVERNMENT FUNDING

- 9.1 It is agreed in principle that in the event that Welsh Government funding is withdrawn from the Project then the Councils shall be required to cover the lost Welsh Government funding on a pro rata basis in proportion to the actual tonnage provided by each of the respective Councils.

10. CONTRACT MANAGEMENT COSTS

- 10.1 During the works period of the Project up until the Facility being completed and operational, the Contract Management Costs associated with the Project shall be split equally between the Councils. During the operational period of the Project the Contract Management Costs shall be on a pro rata basis and payments will be proportional to the actual tonnages delivered by each of the Councils.

11. NEW WASTE TRANSFER STATION

- 11.1 It is agreed in principle that the costs of building a new Waste Transfer Station will be a capital expenditure to be split equally between each of the five Councils.
- 11.2 If it is determined that the new Waste Transfer Station shall be built on a site that is to be provided by Conwy County Council then upon expiry or termination of the Project the site will be retained by Conwy County Council. If however, the Partnership jointly fund and provide a site on which to build the new Waste Transfer Station, then upon expiry or early termination of the Project the IAA will contain provisions which shall allow the Councils to agree at the time how they would like to deal with the site and the new Waste Transfer Station.

By virtue of paragraph(s) 14 of Part 1 of Schedule 12A of the Local Government Act 1972.

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