

At: Gadeirydd ac Aelodau'r Pwyllgor
Archwilio Partneriaethau

Dyddiad: Dydd Gwener, 31 Ionawr
2014

Rhif Union: 01824 712554

ebost: dcc_admin@denbighshire.gov.uk

Annwyl Gynghorydd

Fe'ch gwahoddir i fynychu cyfarfod y **PWYLLGOR ARCHWILIO PARTNERIAETHAU, DYDD IAU, 6 CHWEFWR 2014 am 9.30 am yn YSTAFELL BWLLGOR 1A, NEUADD Y SIR, RHUTHUN.**

Yn gywir iawn

G Williams
Pennaeth Gwasanaethau Cyfreithiol a Democraidd

AGENDA

RHAN 1 - GWAHODDIR Y WASG A'R CYHOEDD I'R RHAN HON O'R CYFARFOD

1 YMDDIHEURIADAU

2 DATGANIADAU O FUDDIANT

Dylai Aelodau ddatgan unrhyw gysylltiadau personol neu rai sy'n rhagfarnu gydag unrhyw fater a nodwyd y dylid ei ystyried yn y cyfarfod hwn.

3 MATERION BRYD FEL Y'U CYTUNWYD GAN Y CADEIRYDD

Rhybudd o eitemau y dylid, ym marn y Cadeirydd, eu hystyried yn y cyfarfod fel materion bryd yn unol ag Adran 100B(4) Deddf Llywodraeth Leol 1972.

4 COFNODION Y CYFARFOD DIWETHAF (Tudalennau 5 - 12)

Derbyn cofnodion cyfarfod y Pwyllgor Archwilio Partneriaethau a gynhaliwyd ar 19 Rhagfyr 2014 (copy ynghlwm).

5 GWASANAETH EFFEITHLONRWYDD A GWELLA YSGOLION RHANBARTHOL (GWE) (Tudalennau 13 - 44)

Ystyried adroddiad gan y Pennaeth Addysg (copi ynghlwm) i roi manylion y cynnydd a waned yn dilyn sefydlu'r RSEIS.

6 Y CYNLLUN MAWR - Y DIWEDDARAF AM BERFFORMIAD (Tudalennau 45 - 78)

Ystyried adroddiad gan y Gwyddog Perfformiad a Cynllunio (copi ynghlwm) ar gyfer aelodau nodi perfformiad y Bwrdd Gwasanaethau Lleol ar y Cyd y (LSB) o ran cyflawni ei chynllun strategol integredig.

~~~~~ **BREAK 10.40 a.m. – 10.50 a.m.** ~~~~~

**7 ADRODDIAD BLYNYDDOL CANOLFAN GOMISIYNU GOGLEDD CYMRU** (Tudalennau 79 - 108)

Ystried adroddiad gan y Rheolwr Canolbwynt Comisiynu (copi ynghlwm) i roi manylion y cynnydd hyd yma â sefydlu a rhedeg y Ganolfan a'r manteision gwireddu hyd yma ers ei sefydlu. Hefyd fanylion yr ymarfer cwmpasu ar leoliadau dementia cost uchel.

**8 AIL GYTUNDEB RHYNG-AWDURDOD AR GYFER Y PROSRECT GWASTRAFF GWEDDILLIOL GOGLEDD CYMRU (NWRWTP)** (Tudalennau 109 - 188)

Ystried adroddiad gan y Rheolwr Prosiect (NE Hub) (copi ynghlwm) er mwyn l'r Aelodau nodi'r broses sy'n ymwneud â dyfarnu statws "ffafrio Cynigydd" a materion yn ymwneud cymeradwyo Cytundeb Rhyng Awdurdod 2.

**9 RHAGLEN WAITH ARCHWILIO** (Tudalennau 189 - 208)

Ystyried adroddiad gan y Cydlynnydd Archwilio (copi ynghlwm) yn gofyn am adolygiad o raglan gwaith l'r dyfodol y pwyllgor a diweddarau'r aelodau ynglŷn â materion perthnasol.

## **10 ADBORTH GAN GYNRYCHOLWYR PWYLLGOR**

Derbyn y wybodaeth ddiweddaraf gan gynrychiolwyr Pwyllgor sy'n aelodau o Fyrddau a Grwpiau'r Cyngor.

### **AELODAETH**

#### **Y Cynghorwyr**

Jeanette Chamberlain-Jones  
William Cowie  
Ann Davies  
Meirick Davies  
Alice Jones  
Pat Jones

Margaret McCarroll  
Dewi Owens  
Merfyn Parry  
Bill Tasker  
Joe Welch

#### **Aelodau Cyfetholedig dros Addysg sy'n Pleidleisio (Rhifau Eitemau Agenda 5 yn unig)**

Gill Greenland  
Debra Houghton  
Nicola Lewis  
Dr D Marjoram  
Gareth Williams

#### **COPIAU I'R:**

Holl Gynghorwyr er gwybodaeth  
Y Wasg a'r Llyfrgelloedd  
Cynghorau Tref a Chymuned

Mae tudalen hwn yn fwriadol wag

## PWYLLGOR ARCHWILIO PARTNERIAETHAU

Cofnodion cyfarfod o'r Pwyllgor Archwilio Partneriaethau a gynhaliwyd yn Ystafell Bwllgor 1A, Neuadd Y Sir, Rhuthun, Dydd Iau, 19 Rhagfyr 2013 am 9.30 am.

### YN GRESENNOL

Y Cyngorwyr Jeanette Chamberlain-Jones (Cadeirydd), Bill Cowie, Ann Davies, Margaret McCarroll, Merfyn Parry a Bill Tasker.

**Aelodau Arweiniol:** Roedd y Cyngorwyr Bobby Feeley a Hugh Carson Irving yn bresennol ar gais y Pwyllgor.

### HEFYD YN BRESENNOL

Cyfarwyddwr Corfforaethol: Moderneiddio a Lles (Cyfarwyddwr Statudol y Gwasanaethau Cymdeithasol) (SE), Pennaeth Gwasanaethau Plant a Theuluoedd (LR), Pennaeth Gwasanaethau Oedolion a Busnes (PG), Uwch Swyddog, Strategaeth a Phartneriaethau (SL), Rheolwr Prosiect (CO), Uwch Swyddog, Opsiynau Tai (SC), Cydlynnydd Archwilio (RE) a Gweinyddwr Pwyllgorau (SLW).

#### 1 YMDDIHEURIADAU

Derbyniwyd ymddiheuriadau am absenoldeb oddi wrth y Cyngorwyr Meirick Davies, Alice Jones, Pat Jones a Dewi Owens

#### 2 YMDDIHEURIADAU

Derbyniwyd ymddiheuriadau am absenoldeb oddi wrth y Cyngorwr(wyr) Meirick Davies, Alice Jones, Pat Jones a/ac Dewi Owens

#### 3 ETHOL IS-GADEIRYDD

Gan na chafodd unrhyw CV ei gyflwyno ar gyfer swydd yr Is-Gadeirydd, cytunwyd i ohirio penodiad hyd nes cyfarfod yn y dyfodol.

#### 4 DATGAN CYSYLLTIAD

Datganwyd cysylltiad personol gan:

- (i) Y Cyngorwydd Jeanette Chamberlain Jones ynghylch Eitem 8 - Gwasanaeth Mabwysiadu Cenedlaethol, a'r
- (ii) Cyngorwydd Bill Tasker ynghylch Eitem 7 –Fframwaith ar gyfer Darparu Gwasanaethau Iechyd a Gofal Cymdeithasol Integredig ar gyfer Pobl Hŷn ag anghenion cymhleth.

## 5 **MATERION BRYD FEL Y'U CYTUNWYD GAN Y CADEIRYDD**

Ni chodwyd unrhyw faterion brys.

## 6 **COFNODION Y CYFARFOD DIWETHAF**

Cyflwynwyd Cofnodion cyfarfod y Pwyllgor Archwilio Partneriaethau a gynhaliwyd ar 7 Tachwedd 2013.

Cadarnhaodd y Cydlynnydd Archwilio fod ymateb diweddariad gan y Gwasanaeth Iechyd Meddwl Plant a'r Glasgoed wedi'i gynnwys yn y ddogfen Briff Gwybodaeth (a ddosbarthwyd yn flaenorol).

**PENDERFYNWYD** –*yn amodol ar yr uchod, y dylid cymeradwyo cofnodion y cyfarfod a gynhaliwyd ar 26 Medi 2013 fel cofnod cywir.*

Yn y fan hon, cytunodd y Cadeirydd i newid trefn y busnes a nodir yn y Rhaglen. Byddai'r eitemau'n cael eu clywed yn y drefn ganlynol:

8. Gwasanaeth Mabwysiadu Cenedlaethol
7. Fframwaith ar gyfer Darparu Gwasanaethau Iechyd a Gofal Cymdeithasol Integredig ar gyfer Pobl Hŷn ag Anghenion Cymhleth
- 6 Un Llwybr Mynediad at Dai – Polisi Dyrannu Cyffredin (CAP)

## 7 **GWASANAETH MABWYSIADU CENEDLAETHOL**

Cyflwynodd y Cynghorydd Bobby Feeley, Aelod Arweiniol dros Ofal Cymdeithasol a Gwasanaethau Plant yr adroddiad a'r atodiadau (a ddosbarthwyd yn flaenorol) yn gofyn am farn y Pwyllgor Archwilio Partneriaethau ar y cynllun i sefydlu Gwasanaeth Mabwysiadu Cenedlaethol i Gymru, gyda chefnogaeth Cydweithrediaethau Mabwysiadu Rhanbarthol. Hefyd, ceisiodd y Cynghorydd Feeley gefnogaeth i Gyngor Bwrdeistref Sirol Wrecsam barhau i weithredu fel yr awdurdod arweiniol ar gyfer Gwasanaeth Mabwysiadu Gogledd Cymru.

Eglurodd y Pennaeth Gwasanaethau Plant a Theuluoedd (PGPaTh) bwyntiau o fewn yr adroddiad. Rhoddodd y PGPaTh sicrwydd i'r Pwyllgor Archwilio y byddai swyddogaethau statudol y Cyngor mewn perthynas â darparu Gwasanaeth Mabwysiadu'n cael eu diwallu'n llawn, yn unol â deddfwriaeth a chanllawiau.

Roedd creu Gwasanaeth Mabwysiadu Cenedlaethol yn un o feysydd polisi allweddol Llywodraeth Cymru, ac mae'r cynigion wedi'u cymeradwyo gan y Dirprwy Weinidog Plant a Gwasanaethau Cymdeithasol ar 25 Ebrill 2013.

Roedd Cymdeithas Cyfarwyddwyr Gwasanaethau Cymdeithasol (CCGC) Cymru, wedi gweithio gyda Chymdeithas Llywodraeth Leol Cymru (CLILC) i gynhyrchu model gweithredol ar gyfer cyflwyno Gwasanaeth Mabwysiadu Cenedlaethol ledled Cymru drwy gydweithrediaethau gweithredol rhanbarthol. Roedd y model gweithredol yn cynnig y pump Cydweithrediaeth Fabwysiadu Ranbarthol canlynol:

- Gogledd Cymru - Wrecsam, Sir y Fflint, Gwynedd, Conwy, Sir Ddinbych ac Ynys Môn;
- De Ddwyrain Cymru - Blaenau Gwent, Sir Fynwy, Torfaen, Casnewydd a Chaerffili;
- Gorllewin a Chanolbarth Cymru - Ceredigion, Sir Gaerfyrddin, Sir Benfro a Phowys;
- Bae'r Gorllewin – Pen-y-bont ar Ogwr, Castell-nedd Port Talbot ac Abertawe; a
- Chanolbarth a De Cymru - Caerdydd, Bro Morgannwg, Merthyr Tudful a Rhondda Cynon Taf.

Y bwriad yw y bydd pob un o'r pump Cydweithrediaeth Ranbarthol yn cael ei sefydlu erbyn mis Ebrill 2014.

Bydd Grŵp Tasg a Gorffen yn cael ei sefydlu hefyd gyda chynrychiolwyr o Lywodraeth Cymru, CCGC Cymru, Arolygiaeth Gofal a Gwasanaethau Cymdeithasol Cymru (AGGCC), Cymdeithas Prydain dros Fabwysiadu a Maethu (BAAF), Asiantaethau Mabwysiadu Gwirfoddol a phob un o'r pump Cydweithrediaeth Ranbarthol i gynhyrchu rhaglen newid gadarn ar gyfer gweithredu'r model gweithredol.

Dylai'r model gwasanaeth cenedlaethol gael ei fonitro i sicrhau nad yw costau'n cynyddu o'r lefel bresennol o wariant net. Dylai unrhyw gostau ychwanegol sy'n deillio o weinyddu a chynnal y trefniadau newydd gael eu dosbarthu'n briodol rhwng yr awdurdodau sy'n cymryd rhan.

Cynhaliwyd trafodaeth gyffredinol ar bolisiâu a gweithdrefnau mabwysiadu a:

***PHENDERFYNWYD*** – bod y Pwyllgor yn:-

- (i) cefnogi'r cynigion ar gyfer cyflawni Gwasanaeth Mabwysiadu Cenedlaethol yng Nghymru fel y nodwyd yn adroddiad Cymdeithas Cyfarwyddwyr Gwasanaethau Cymdeithasol (CCGC) Cymru.*
- (ii) cefnogi'r cynnig i Gyngor Bwrdeistref Sirol Wrecsam barhau i weithredu fel yr awdurdod arweiniol ar gyfer Gwasanaeth Mabwysiadu Gogledd Cymru.*

## **8 FFRAMWAITH AR GYFER DARPARU GWASANAETHAU IECHYD A GOFAL CYMDEITHASOL INTEGREDIG AR GYFER POBL HŶN AG ANGHENION CYMHLETH**

Cyflwynodd y Cynghorydd Bobby Feeley, Aelod Arweiniol dros Wasanaethau Gofal Cymdeithasol Oedolion a Phlant yr adroddiad (a ddosbarthwyd yn flaenorol) i

hysbysu'r Aelodau am fwriadau Llywodraeth Cymru (LIC) i sefydlu gwasanaethau iechyd a gofal cymdeithasol integredig i bobl hŷn sydd ag anghenion cymhleth.

Cafwyd trafodaeth fanwl a chodwyd y pwyntiau canlynol:

- Croesawodd y Pwyllgor y cynigion a amlinellir yn y Datganiad o Fwriad drafft. Yn benodol, y cynigion i archwilio dewisiadau rhanbarthol ar gyfer:
  - Gwell llywodraethu
  - Strategaethau comisiynu ar y cyd
  - Cyllidebau cyfun
  - Tîmau wedi'u cyd-leoli
  - System rhannu gwybodaeth
  - Gwasanaethau cyfeirio at y dinesydd sy'n canolbwyntio ar ganlyniadau;
  - Un Pwynt Mynediad yn y sir.
- Cydnabu'r Pwyllgor fod nifer o opsiynau yn y broses o gael eu datblygu yn Sir Ddinbych.
- Teimlai'r Aelodau y gall datblygu gwasanaethau integredig rhwng Iechyd a Gofal Cymdeithasol arwain at gydlynu gofal yn well a gwell dilyniant o ran gofal ar gyfer defnyddwyr gwasanaeth.
- Byddai system atgyfeirio a chyfathrebu mwy syml a chyson, yn ei dro, yn darparu mynediad gwell a haws i wasanaethau.
- Er bod y Pwyllgor yn cydnabod bod yr hinsawdd ariannol bresennol y mae Llywodraeth Leol a'r Gwasanaethau Iechyd yn gweithredu ynddi, ynghyd ag ansicrwydd strwythur staffio o fewn y Bwrdd Iechyd a'r ansicrwydd o amgylch strwythurau Llywodraeth Leol yn y dyfodol yng Nghymru, yn peri risg i'r weledigaeth a amlinellir yn y Datganiad o Fwriad, mae'r egwyddorion yn cael eu canmol. O ganlyniad, dylid gwneud pob ymdrech i sicrhau bod digon o adnoddau dynol ac ariannol ar gael i ddarparu'r gwasanaethau didor/integredig a amlinellir yn y Datganiad o Fwriad er budd trigolion lleol.

**PENDERFYNWYD** bod y Pwyllgor yn argymhell i'r Cabinet ei fod yn cefnogi cynnwys y Datganiad o Fwriad ar Ofal Integredig ar gyfer Pobl Hŷn ag Anghenion Cymhleth a luniwyd rhwng Awdurdodau Lleol Gogledd Cymru a BIPBC, i'w cyflwyno i Lywodraeth Cymru. Dylai'r arferion gwaith integredig a amlinellir yn y Datganiad o Fwriad ynghyd â'r defnydd o sgiliau cyfunol, gwybodaeth, profiad ac adnoddau gyflawni gwell canlyniadau i bobl hŷn a chyfrannu tuag at gyflawni blaenoriaeth gorfforaethol y Cyngor o sicrhau bod pobl ddiamddiffyn yn cael eu hamddiffyn ac yn gallu byw mor annibynnol ag y bo modd.

**Ar y pwynt hwn (10.45 a.m.) cafwyd egwyl o chwarter awr. Ailddechreuodd y cyfarfod am 11:00am.**



Cyflwynodd y Cyngorydd Hugh Irving, Aelod Arweiniol dros Gwsmeriaid a Chymunedau'r adroddiad (a ddsbarthwyd yn flaenorol) i ddarparu gwybodaeth i'r Aelodau ynghylch manylion y Polisi Dyrannu Cyffredin diwygiedig (CAP) ar ôl ystyried yr adborth o'r ymgynghoriad CAP, ymchwil a barn gyfreithiol. Cytunwyd ar y CAP gan y Grŵp Llywio ULIMAD (Un Llwybr Mynediad at Dai) a byddai'n cael ei gyflwyno i Bwyllgorau/Byrddau'r sefydliadau partner.

Hefyd gofynnodd y Cyngorydd Irving am gefnogaeth gan yr Aelodau i barhau â'r prosiect a gweithredu'r CAP yn lleol o ddiwedd 2014.

Yn dilyn trafodaeth ddwys codwyd y materion canlynol:

- Croesawodd y Pwyllgor y ffaith y byddai'r Polisi'n cael ei adolygu'n flynyddol.
- Croesawodd yr Aelodau'r eglurder ar y diffiniad o'r cysylltiad lleol. Fodd bynnag, mynegwyd pryderon mewn perthynas â phwysau posibl yn y dyfodol ar gyllidebau gofal cymdeithasol os yw cyfradd anghymesur o uchel o denantiaid oedrannus/anabl o'r tu allan i'r sir yn cael mynediad i lety pensiynwyr/tai gwarchod yn y sir ar sail cysylltiad teulu/cyswllt cefnogi. Teimlai'r Pwyllgor fod tueddiadau angen eu monitro'n agos er mwyn nodi pwysau posibl.
- Cymeradwyodd yr Aelodau'r "Egwyddorion Arweiniol" fel yr amlinellir yn y CAP drafft. Fodd bynnag, roedd y Pwyllgor yn awyddus i bryderon a godwyd mewn perthynas â diffyg ymrwymiad rhai landlordiaid cymdeithasol cofrestredig (LCC) i gynnal a chadw eiddo, a oedd wedi arwain at rai ardaloedd o'r sir yn dioddef gan dai o ansawdd gwael, gael ei nodi. Er bod yr Aelodau'n cydnabod y gallai'r rhan fwyaf o bryderon gael sylw drwy ddarpariaethau'r Mesur Tai newydd, gofynnodd y Pwyllgor i bob ymdrech gael ei wneud trwy Grŵp Llywio'r Polisi i sicrhau bod yr holl LCC sy'n gweithredu yn Sir Ddinbych yn mynd ati i gynnal eu heiddo i'r safonau gofynnol ac yn cydymffurfio â Safonau Ansawdd Tai Cymru (SATC) er mwyn diogelu tenantiaid.
- Gofynnodd y Pwyllgor i fanylion pob ymgynghoriad a oedd wedi digwydd o fewn Sir Ddinbych (yn enwedig yn ystod 2013) gyda'r cyhoedd a budd-ddeiliaid gael eu cynnwys yn yr adroddiad i'r Cabinet.
- Gofynnodd y Pwyllgor hefyd i'r adroddiad i'r Cabinet gynnwys manylion cyfraniad ariannol pob partner tuag at y prosiect datrysiad TG i gefnogi'r Polisi a bod y prosiect TG yn cael ei deilwra i gadw o fewn y dyraniad cyllideb ac yn cael ei werthuso'n llawn a'i gyflwyno i aelodau cyn ei brynu.

***PENDERFYNWYD***, yn amodol ar y sylwadau a godwyd, bod y Pwyllgor yn cefnogi egwyddorion y Polisi Dyraniadau Cyffredin drafft. Argymhellodd y Pwyllgor hefyd bod y Cabinet yn cymeradwyo a mabwysiadu'r Polisi i'w roi ar waith yn Sir Ddinbych. Dylai'r Polisi sicrhau bod tai cymdeithasol yn cael eu dyrannu trwy ddull teg a chyson i bobl o fewn ein cymunedau yn ôl eu hanghenion tai.

## **10 RHAGLEN WAITH ARCHWILIO**

Cyflwynodd y Cydlynnydd Archwilio adroddiad (a gafodd ei ddsbarthu'n flaenorol) yn gofyn i'r aelodau adolygu Rhaglen Gwaith i'r Dyfodol y Pwyllgor a darparu

diweddariad ar faterion perthnasol. Roedd fersiwn drafft o'r rhaglen gwaith i'r dyfodol (Atodiad 1); Ffurflen Gynigion ar gyfer Eitemau ar Raglen y Pwyllgorau Archwilio (Atodiad 2); Rhaglen Gwaith i'r Dyfodol y Cabinet (Atodiad 3); Cynnydd ar Benderfyniadau'r Pwyllgor (Atodiad 4) a Rhestr o Gynrychiolwyr y Pwyllgor Archwilio ar Grwpiau Herio'r Gwasanaeth (Atodiad 5) ynghlwm â'r adroddiad hwn.

Dywedodd y Cydlynnydd Archwilio am newidiadau i'r rhaglen waith ac amryw o faterion sydd angen sylw -

- Gofyn am ddiweddariad ar Ddatganiad o Fwriad gan BIPBC a gofyn iddynt fynychu'r Pwyllgor Archwilio yn y dyfodol.
- Prosiect Trin Gwastraff Gweddilliol Gogledd Cymru i gael ei ychwanegu at Raglen 6 Chwefror 2014
- Tynnu Partneriaeth Cynllun Datblygu Gwledig oddi ar Raglen 6 Chwefror 2014 a'i ychwanegu at Raglen 13 Mawrth 2014
- Gwahodd pob Aelod Arweiniol i fynychu'r Pwyllgor Archwilio Partneriaethau ar 6 Chwefror 2014.
- Gofynnwyd am gynrychiolaeth o'r Pwyllgor Archwilio Partneriaethau ar y Grwpiau Herio Gwasanaeth. Gwirfoddolodd y Cynghorydd Jeanette Chamberlain Jones ar gyfer Cynllunio Busnes a Pherfformiad a'r Cynghorydd Merfyn Parry ar gyfer Priffyrdd.
- Roedd y Cynghorydd Dewi Owens wedi cynnig a chafodd ei enwebu i gynrychioli'r Pwyllgor ar y Bwrdd Rhaglen Uchelgais Economaidd a Chymunedol
- Gwahodd y Cynghorydd Huw Jones i fynychu'r cyfarfod ar 13 Mawrth fel Aelod Arweiniol ar gyfer eitem Ardal o Harddwch Naturiol Eithriadol (AHNE).
- Gofynnodd y Cadeirydd, y Cynghorydd Jeanette Chamberlain Jones i gyfarfodydd yn y dyfodol gael eu cynnal yn y Rhyl a Dinbych, yn ogystal â Rhuthun.

## **PENDERFYNWYD**

- (i) Yn amodol ar y newidiadau uchod, cymeradwyo'r rhaglen waith fel y manylir yn Atodiad 1 gyda'r adroddiad;*
- (ii) Y Cynghorydd Jeanette Chamberlain-Jones i gael ei phenodi fel cynrychiolydd y Pwyllgor ar y Grŵp Herio Gwasanaeth ar gyfer y Gwasanaeth Cynllunio Busnes a Pherfformiad, a'r Cynghorydd Merfyn Parry i wasanaethu fel cynrychiolydd y Pwyllgor ar y Grŵp Herio Gwasanaeth ar gyfer y Gwasanaeth Priffyrdd ac Isadeiledd, a'r*
- (iii) Cynghorydd Dewi Owens i gael ei benodi fel cynrychiolydd y Pwyllgor ar y Bwrdd Rhaglen Uchelgais Economaidd a Chymunedol*

## **11 ADBORTH GAN GYNRYCHIOLWYR PWYLLGOR**

Rhoddodd y Cynghorydd Ann Davies ddiweddariad byr i'r Pwyllgor yn dilyn cyfarfod diweddar y Grŵp Llywio Gofalwyr a fynychodd.

**Daeth y cyfarfod i ben am 12.40p.m.**



Mae tudalen hwn yn fwriadol wag

|                                 |                                                                       |
|---------------------------------|-----------------------------------------------------------------------|
| <b>Adroddiad i'r:</b>           | <b>Pwyllgor Archwilio Partneriaethau</b>                              |
| <b>Dyddiad y Cyfarfod:</b>      | <b>6 Chwefror 2014</b>                                                |
| <b>Aelod/Swyddog Arweiniol:</b> | <b>Aelod Arweiniol dros Addysg/Pennaeth Addysg/Prif Swyddog GwE</b>   |
| <b>Awdur yr Adroddiad:</b>      | <b>Pennaeth Addysg/Prif Swyddog GwE</b>                               |
| <b>Teitl:</b>                   | <b>Gwasanaeth Effeithlonrwydd a Gwella Ysgolion Rhanbarthol (GwE)</b> |

---

## **1. Am beth mae'r adroddiad yn sôn?**

1.1 Y cynnydd a gyflawnwyd ar ôl sefydlu'r Gwasanaeth Effeithlonrwydd a Gwella Ysgolion Rhanbarthol (GwE).

## **2. Beth yw'r rheswm dros lunio'r adroddiad hwn?**

2.1 Darparu gwybodaeth am y cynnydd a wnaed yn dilyn sefydlu'r Gwasanaeth newydd ac ystyried y cynnydd hwnnw er mwyn:

- Nodi'r manteision a gafodd eu gwireddu hyd yn hyn gan ei sefydlu er mwyn mesur effeithiolrwydd y ddarpariaeth Gwasanaeth.
- Nodi problemau a gafwyd sydd eto i'w datrys er mwyn sicrhau bod y risg i gyflwyno Gwasanaeth yn cael ei liniaru'n llwyddiannus eto.
- Rhoi gwybod i'r Pwyllgor am unrhyw gynigion i ehangu'r Gwasanaeth.

## **3. Beth yw'r Argymhellion?**

Bod y Pwyllgor yn:

3.1 ystyried y wybodaeth a ddarperir a sylwadau ar y cynnydd a gyflawnwyd hyd yma yn dilyn sefydlu Gwe o ran y canlynol:

- Effeithiolrwydd Gwe wrth gyflwyno arbedion maint a chefnogaeth arbenigol i ategu Gwasanaeth Addysg y Sir.
- Nodi llithrianau, risgiau, bylchau yn y gwasanaeth neu bwysau yn y dyfodol o ran argymell camau gweithredu lliniarol.

## **4. Manylion am yr Adroddiad**

4.1 Cyflwynodd Prif Swyddog GwE adroddiad i'r Cyd-bwyllgor ar 6 Tachwedd 2013. Mae'r adroddiad hwn yn manylu ar y cynnydd y mae GwE wedi ei wneud hyd yn hyn. (Atodlen 1). Cyflwynodd y Pennaeth Addysg adroddiad i'r Pwyllgor Archwilio Perfformiad ar 16 Chwefror ar CA4 a chanlyniadau Ôl-16 2013. (Atodlen 2).

**5. Sut mae'r penderfyniad yn cyfrannu at y Blaenoriaethau Corfforaethol?**

- 5.1 Mae gwella perfformiad mewn Addysg ac ansawdd adeiladau ysgolion yn un o flaenoriaethau corfforaethol y Cyngor ar gyfer tymor 2012-17. Mae cyflwyno GwE yn effeithiol yn rhan annatod o gyflawni'r flaenoriaeth hon gan fod y Gwasanaeth yn gyfrifol am gyflwyniad gweithredol swyddogaethau gwella ysgol craidd, gan weithredu fel gwasanaeth a gomisiynir.

**6. Beth fydd yn ei gostio a sut bydd yn effeithio ar wasanaethau eraill?**

- 6.1 Mae cost hyn wedi ei gytuno drwy'r Cytundeb Lefel Gwasanaeth.

**7. Beth yw prif gasgliadau'r Asesiad o Effaith ar Gydraddoldeb a gwblhawyd ar gyfer y penderfyniad? Dylai'r templed Asesiad o Effaith ar Gydraddoldeb wedi'i lenwi gael ei gynnwys fel atodiad i'r adroddiad.**

Pwrpas yr adroddiad yw adolygu ac ystyried y cynnydd a wnaed. Felly, nid yw'r adroddiad yn ceisio penderfyniad mewn ymateb i gynnig. Nid oes unrhyw effeithiau andwyol ar unrhyw un o'r nodweddion a ddiogelir o ganlyniad i'r adroddiad hwn.

**8. Pa ymgynghoriadau a gynhaliwyd gydag Archwilio ac eraill?**

- 8.1 Mae ymgynghoriad wedi ei gynnal gyda Budd-ddeiliaid Allweddol.

**9. Datganiad y Prif Swyddog Cyllid  
Amherthnasol.**

**10. Pa risgiau sy'n bodoli ac a oes unrhyw beth y gallwn ei wneud i'w lleihau?**

- 10.1 Mae'r risgiau i enw da a'r risgiau gwleidyddol i'r Awdurdod yn fach iawn, cyn belled â bod GwE yn darparu gwasanaeth o ansawdd uchel er mwyn cyfrannu at y llwybr o welliant parhaus y mae Sir Ddinbych wedi'i sicrhau.

**11. Pŵer i wneud y Penderfyniad**

- 11.1 Nid oes unrhyw ofynion cyfreithiol ond mae arolygiadau Awdurdodau Lleol yn orfodol.

- 11.2 Mae Erthygl 6.3.2 (f) o Gyfansoddiad y Cyngor yn nodi y gall pwyllgorau archwilio sicrhau bod y camau a nodir mewn cynlluniau gweithredu yn cael eu cyflawni.

- 11.3 Mae Erthygl 6.3.3 (ch) yn datgan y gall y pwyllgor archwilio gysylltu â chyrff allanol sy'n gweithredu yn yr ardal, boed yn genedlaethol, rhanbarthol neu leol, i sicrhau bod buddiannau pobl leol yn cael eu cynyddu drwy gydweithio.

**Swyddog Cyswilt:**

Pennaeth Addysg

Ffôn: 01824 708009



## ADRODDIAD I'R CYD-BWYLLGOR

### 6 TACHWEDD 2013

---

**Adroddiad gan:** Prif Swyddog GwE

**Pwnc:** Adroddiad cynnydd ar ddatblygiadau GwE (Gwasanaeth Effeithiolrwydd a Gwella Ysgolion Rhanbarthol) ac ar ddeilliannau disgyblion yn ysgolion Gogledd Cymru ar sail y data rhanbarthol sydd ar gael.

---

#### 1.0 Pwrpas yr Adroddiad

1.1 Diweddarau aelodau'r Cyd-bwyllgor ar gynnydd a datblygiadau GwE ac ar ddeilliannau disgyblion yn ysgolion Gogledd Cymru ar sail y data rhanbarthol sydd ar gael.

#### 2.0 Cefndir

2.1 Mae'r adroddiad hwn yn darparu dilyniant i adroddiad y Prif Swyddog (Interim) i'r Cyd-bwyllgor ar 8 Gorffennaf 2013.

2.2 Mae dangosyddion perfformiad y Gwasanaeth wedi eu rhestru yn adran 11.1 yr Achos Busnes Llawn sef:

- D1 Gwell safonau mewn llythrennedd (Cymraeg/Saesneg) a rhifedd (Mathemateg) sy'n cymharu'n dda â'r goreuon mewn gwledydd eraill;
- D2 Un gwasanaeth cydlynol ar gyfer monitro, cefnogi, herio ac ymyrryd mewn ysgolion ar draws y rhanbarth;
- D3 Defnyddio Arweinyddion System sy'n gweithredu mewn modd cyson, a chanddynt brawf o hanes diweddar o wella ysgolion;
- D4 Yr holl ysgolion yn gallu cael mynediad at ystod llawer ehangach o gefnogaeth arbenigol na'r hyn sydd ar gael mewn Awdurdodau Lleol unigol ar hyn o bryd;
- D5 Dim un Awdurdod Lleol, ysgol na sefydliad dysgu mewn unrhyw gategori Arolygu Estyn sy'n gofyn am welliant sylweddol neu fesurau arbennig.

### 3.0 Ystyriaethau

3.1 Dechreuodd y Prif Swyddog newydd ar ei waith ar 1 Medi 2013. Erbyn hyn mae pob swydd Arweinydd System wedi ei llenwi, naill ai yn barhaol neu trwy secondiadau. Un swydd yn unig sydd yn cael ei llenwi dros dro y tymor hwn a bydd honno yn cael ei llenwi yn barhaol o 1 Ionawr 2014.

3.2 Mae rhaglen waith yr Arweinyddion System y tymor hwn yn cynnwys y canlynol:

- Mynychu sesiwn tîm cyfan (i gynnwys y tîm gweinyddol) ar osod disgwyliadau ar ddechrau tymor newydd - arweiniwyd gan y Prif Swyddog;
- Dehongli data diwedd Cyfnod Allweddol eu hysgolion cyswllt ac ystyried dehongliadau'r ysgolion eu hunain o'r data ac o'r Erfyn Gwerthuso gan ganolbwyntio ar ddeilliannau disgyblion;
- Mynychu hyfforddiant ar y defnydd o ddata Fischer Family Trust a gwefan FFT-live;
- Mynychu sesiwn briffio ar gyfer Ymweliad 1 gyda swyddogion Timau Cartref yr awdurdodau lleol - arweiniwyd gan y Prif Swyddog;
- Hyfforddiant ar Reoli Perfformiad Penaethiaid gan y Prif Swyddog;
- Cynnal Ymweliad 1 a chyfarfodydd Rheoli Perfformiad yn yr holl ysgolion a pharatoi adroddiadau; ffocws ar ddatblygiadau ers yr ymweliad blaenorol a deilliannau disgyblion;
- Cynnal a threfnu cefnogaeth i ysgolion a dargedwyd;
- Cefnogaeth cyn-arolwg;
- Cefnogaeth ôl-arolwg;
- Cyfarfodydd Tîm isranbarthol;
- Hyfforddiant Estyn ar gyfer Arweinwyr System.

3.3 Yn ogystal mae'r Prif Swyddog, ar gais, wedi cynnal cyfarfodydd, gwneud cyflwyniadau a chynnal hyfforddiant ar ran GwE gydag amrywiaeth o bartneriaid gan gynnwys:

- Grwpiau o Benaethiaid ysgolion
- Cynrychiolydd Estyn yng Ngogledd Cymru
- Cynrychiolydd Llywodraeth Cymru
- Aelodau etholedig a phwyllgorau craffu
- Llywodraethwyr ysgolion
- Swyddogion Timau Cartref

3.4 Yn ei adroddiad 8 Gorffennaf, cyfeiriodd y Prif Swyddog (Interim) at wybodaeth graffigol sy'n dangos categorïau ysgolion y rhanbarth yn dilyn Ymweliad 1 Tymor yr Hydref 2012 (ar sail deilliannau disgyblion) ac y



byddai'r Gwasanaeth yn casglu data yn yr un modd ar ôl Ymweliad 3 (ar sail y gallu i wella). Gweler yr wybodaeth yn Atodiad 1. Mae'r canfyddiadau cychwynnol yn awgrymu bod perthynas agos rhwng y farn ar ddeilliannau a'r gallu i wella yn y sector cynradd. Yn y sector uwchradd, mae mwy o waith rhagorol o ran y gallu i wella. Gan fod Ymweliad 1 wedi ei gynnal cyn cyfnod GwE byddwn yn ail-ystyried y casgliadau hyn yn y flwyddyn newydd.

3.5 Yng nghyfarfod y Cyd-bwyllgor ar 8fed Gorffennaf nodwyd yr angen i gynnwys gwybodaeth am sut y mae'r Gwasanaeth yn gweithredu mewn ymateb i osod ysgolion mewn categori oren neu goch. Gweler Atodiad 2 am fanylion pellach.

3.6 Mae gwaith cychwynnol wedi dechrau mewn perthynas â dangosyddion perfformiad D2 a D3 uchod sy'n cyfeirio'n bennaf at sicrhau cysondeb gweithredu ar draws y rhanbarth. Mae'r gwaith hwn yn cynnwys gwaith safoni gan Dîm Rheoli GwE, gwaith safoni oddi mewn i hwb unigol, gwaith safoni traws-hwb, safoni sector traws-ranbarth, cysgodi ymweliadau gan y Tîm Rheoli a Thimau Cartref, ymweliadau cysgodi traws-hwb a modelu adroddiadau safonol.

3.7 Llythrennedd a Rhifedd - diweddariad ers yr adroddiad diwethaf: Mae un o Uwch Arweinwyr System GwE yn parhau i weithredu fel prif ddolen gyswllt y rhanbarth efo'r Rhaglen Gymorth Genedlaethol.

- Mae Partneriaid y Rhaglen Gymorth Genedlaethol eisoes yn cydnabod yr arfer effeithiol sy'n dod i'r amlwg wrth weithredu'r Fframwaith Llythrennedd a Rhifedd. Nod y Rhaglen Gymorth Genedlaethol yn awr yw helpu i rannu'r arfer hwn yn fwy eang a bydd yn neilltuo arian i sicrhau bod hynny yn digwydd.
- Bydd y Rhaglen Gymorth Genedlaethol yn dechrau cefnogi ysgolion arbennig yn ystod ail hanner tymor y flwyddyn ysgol a byddant yn eu hannog i rannu arferion o ran dysgwyr sydd ag anawsterau dysgu dwys neu luosog, ymhlith ei gilydd a chydag ysgolion prif ffrwd. Bydd y Rhaglen Gymorth Genedlaethol yn cysylltu'n uniongyrchol ag unedau cyfeirio disgyblion yn barod i'w cefnogi ar yr un adeg.
- Ar hyn o bryd, mae'r Rhaglen Gymorth Genedlaethol yn cynnal cyfres o weithdai ar ddatblygu proffesiynol a'u ffilmio. Bydd fersiynau wedi'u golygu o'r rhain ar gael ddechrau'r tymor nesaf, a bydd dolenni perthnasol i'w cael yng nghylchlythyr Dysg.
- Cyhoeddwyd Rhan Un o Ganllaw'r Rhaglen Gymorth Genedlaethol cyn yr haf; mae Rhan Dau ar gael erbyn hyn. Mae'r ail ran yn helpu ysgolion i wneud cynlluniau trylwyr ar gyfer gweithredu'r Fframwaith Llythrennedd a Rhifedd.
- Cynhaliwyd cyfres o gyrsiau Dyfal Donc yn ystod y tymor trwy'r cytundeb sefydlwyd rhwng y Consortiwm a 'Catch Up' sy'n sicrhau bod cyfle i ysgolion y rhanbarth cyfan fynychu am bris gostyngol.

3.8 Profion Darllen a Rhifedd Cenedlaethol (Atodiad 3): Am y tro cyntaf ym mis Mai 2013 bu disgyblion Blynnyddoedd 2 i 9 mewn ysgolion ar draws Cymru yn sefyll profion cenedlaethol mewn darllen a rhifedd. Adroddir y canlyniadau ar sail sgoriau safonol sy'n cymryd oedran y plentyn i ystyriaeth a thrwy hynny gosodir canlyniadau pob un ohonynt ar yr un raddfa. Golyga hyn y gellir cymharu perfformiad grwpiau gwahanol o ddisgyblion yn annibynnol o'u hoedran. Bydd mwy o wybodaeth yn dilyn pan fydd y dadansoddiadau rhanbarthol wedi eu cwblhau ond mae'r patrwm cenedlaethol yn cadarnhau bod:

- sgoriau safonol uwch i'w gweld yn gyffredinol mewn o ysgolion cynradd nag ysgolion uwchradd yn y profion darllen Cymraeg a Saesneg.

- mwy o ferched na bechgyn yn cael sgôr safonol dros 115 tra bo mwy o fechgyn na merched yn cael sgôr safonol llai na 85 yn y profion darllen Cymraeg a Saesneg.
- mwy o fechgyn na merched yn cael sgôr mwy na 115 a llai na 85 yn y profion rhifedd.

3.9 Mae Grŵp Defnyddwyr y Gwasanaeth yn parhau i gyfarfod ac yn darparu adborth gwerthfawr a defnyddiol i'r Gwasanaeth. Gellir crynhoi'r prif faterion a drafodwyd fel a ganlyn :

- Darparu adborth ar Ymweliad 3 (tymor yr haf);
- Cefnogaeth Llythrennedd a Rhifedd:
  - Y Rhaglen Gymorth Genedlaethol
  - Rhaglen Dyfal Donc
- Trefniadau Ymweliad 1 (tymor yr hydref);
- Prif flaenoriaethau GwE 2013-14.

3.10 Mae'r cyfarfodydd ymgynghori gydag undebau llafur yn parhau o dan gadeiryddiaeth Cyfarwyddwr Arweiniol y Consortiwm.

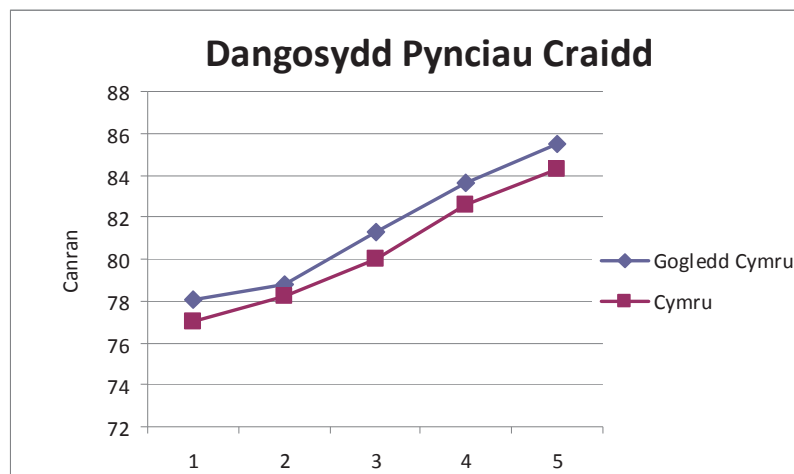
3.11 Mae'r Prif Swyddog yn rhan o drafodaethau rhanbarthol a chenedlaethol o ran datblygu 'Model Cenedlaethol' Llywodraeth Cymru ar gyfer Gwella Ysgolion. Erbyn y bydd y Cyd-bwyllgor yn cyfarfod ar 6 Tachwedd bydd y Prif Swyddog a'r Cyfarwyddwr Arweiniol wedi mynychu tri allan o'r pum cyfarfod cenedlaethol sydd wedi eu trefnu ar fyr rybudd yng Nghaerdydd cyn diwedd mis Tachwedd.

#### 4.0 Deilliannau Disgyblion 2013

4.1 Mae prosesau coladu a dadansoddi data ar ddeilliannau disgyblion o fewn y rhanbarth yn datblygu. Rhannol yw'r wybodaeth sydd ar gael ar hyn o bryd, yn arbennig yng nghyd-destun deilliannau diwedd Cyfnod Allweddol 4 a chyflawniad disgyblion o gefndiroedd difreintiedig. Mae Llywodraeth Cymru wedi cyhoeddi amserlen ar gyfer darparu'r data hwn i awdurdodau ond mae hi wedi llithro.

#### 4.2 Ysgolion Cynradd

Mae asesiadau diwedd Cyfnod Allweddol 2 yn dangos bod deilliannau ar ddiwedd y cyfnod Cynradd i blant 11 oed yng Ngogledd Cymru wedi codi yn gyflym ers 2008, gan adlewyrchu'r cynnydd ar draws Cymru.



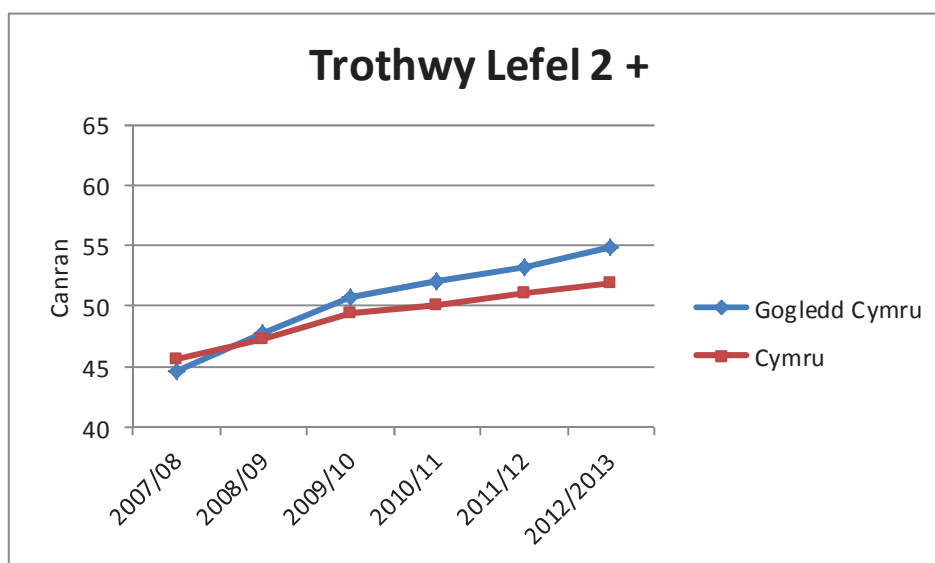
Gwelir y cynnydd hwn hefyd yng nghanlyniadau **Saesneg, Mathemateg a Gwyddoniaeth** ar Lefel 4 (y lefel 'ddisgwyliedig'). Yn achos Lefel 5 mae Gogledd Cymru wedi symud o fod islaw ffigurau Cymru gyfan i fod uwchben ffigurau Cymru gyfan dros yr un cyfnod. Gweler Atodiad 4 am fwy o fanylion.

Mae sefyllfa'r **Gymraeg fel Iaith Gyntaf** ar Lefel 4 yn dangos patrwm tra gwahanol. Er bod cynnydd wedi digwydd ers 2008, mae Gogledd Cymru wedi symud o fod uwchben ffigurau Cymru gyfan yn 2008 i fod islaw ffigurau Cymru gyfan yn 2011, 2012 a 2013. Mae'r sefyllfa ar Lefel 5 yn fwy cadarnhaol. Caiff hyn ei drafod ymhellach yn yr adran ar ysgolion Uwchradd isod.

Mae canlyniadau disgyblion sy'n gymwys ar gyfer Prydau Ysgol am Ddim (PYD) yn y dangosydd pynciau craidd yng Ngogledd Cymru wedi cynyddu ers 2008 ond yn 2013 roeddynt yn parhau ychydig yn is na ffigurau Cymru gyfan. Mae canlyniadau disgyblion nad ydynt yn gymwys ar gyfer PYD ychydig yn uwch na'r ffigurau cenedlaethol. Trafodir y mater hwn ymhellach hefyd yn yr adran ar ysgolion Uwchradd isod.

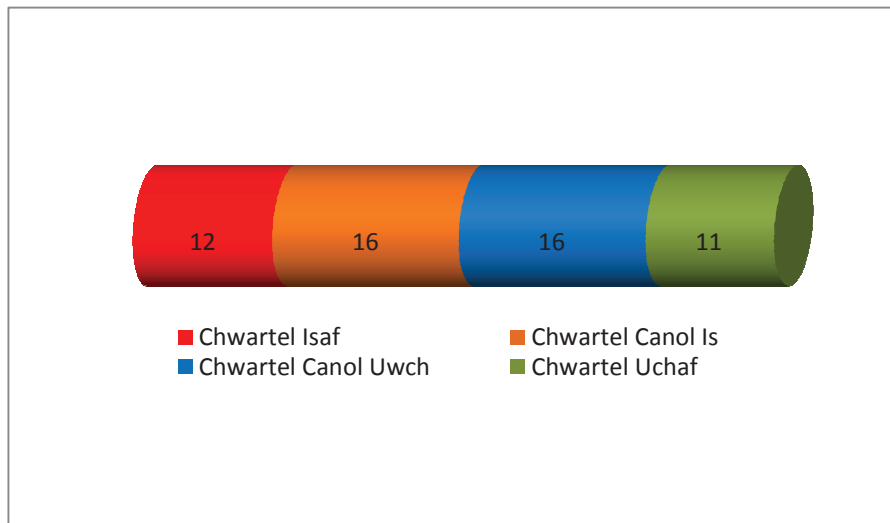
Fel ym mhob achos pan drafodir deilliannau disgyblion yng nghyd-destun asesiadau athrawon, mae cysondeb a dibynadwyedd yr asesiadau yn faes trafod. Mewn adroddiad diweddar a gomisiynwyd gan Lywodraeth Cymru cydnabyddir "bod yna resymeg gadarn dros ddatblygu a gwella'r system bresennol o ran asesiadau athrawon a'u cymedroli", ac mae'r Llywodraeth, mewn partneriaeth efo'r awdurdodau a'r consortia rhanbarthol, yn bwriadu gweithredu ar fyrder ar y mater hwn.

#### 4.3 Ysgolion Uwchradd



Mae asesiadau diwedd Cyfnod Allweddol 4 yn dangos bod deilliannau disgyblion 15 oed yng Ngogledd Cymru wedi gwneud cynnydd arwyddocaol yn y prif ddangosydd sef y **Trothwy Lefel 2+** (TL2+), o 44.6% yn 2008 i oddeutu 54.8% (dros dro) yn 2013. Mae hyn yn gynnydd o 10.2 pwynt canran (pc) sydd yn cymharu â chynnydd o 6.3 pc ar draws Cymru dros yr un cyfnod. Y prif reswm am hyn yw'r cynnydd o 11.4 pc mewn canlyniadau A\*- C mewn Mathemateg o'i gymharu â 7.5 pc ar draws Cymru. Dylid nodi hefyd bod y bwlch rhwng Gogledd Cymru a Chymru wedi agor yn gyflymach yn 2013 ac mai'r momentwm yma sydd angen ei gynnal. Mae perfformiad yn amrywio'n sylweddol o awdurdod i awdurdod ac o ysgol i ysgol. Ar gyfer 2013 mae data Prydau Ysgol am Ddim (PYD) yn nodi bod pump allan o'r chwe awdurdod yn y Gogledd yn fwy breintiedig na chyfartaledd Cymru ac felly, ar sail hynny, dylai perfformiad y Gogledd ragori ar weddill Cymru. O'r 55 ysgol uwchradd yn y rhanbarth, roedd 11 ohonynt yn y chwarter uchaf, 16 yn y chwarter canol uwch, 16 yn y chwarter canol is a 12 yn y chwarter isaf ar gyfer y TL2+ yn 2012.

## Ysgolion Uwchradd TL2+ 2012



Er gwaetha'r cynnydd a nodir uchod, mae cyflawniad mewn **Mathemateg** yn parhau yn fater sydd angen sylw ar draws y rhanbarth, gyda chyfran y disgyblion sy'n sicrhau gradd A\* - C yn parhau yn 1.6 pc yn is nag ar gyfer **Saesneg** yn 2012. Yng ngoleuni hyn, ac yn dilyn cyhoeddi adroddiad Estyn ar Arfer Dda mewn Mathemateg yn CA4, bydd GwE yn ceisio penodi dau ymarferwr blaenllaw i arwain y gwaith ar draws y rhanbarth. Bydd hyn ar secondiad o bum tymor.

Mae'r **Gymraeg fel Iaith Gyntaf** yn dangos gostyngiad o 2 pc yng nghyfran y disgyblion sy'n ennill graddau A\* - C rhwng 2008 a 2012, yr unig bwnc craidd lle y gwelwyd gostyngiad. Sefydlog fu'r ffigwr cenedlaethol dros yr un cyfnod. Mae angen gwneud gwaith pellach yn y maes hwn ar draws Cymru, gan nad yw'r garfan o ddisgyblion wedi ei diffinio mor glir ag yn y pynciau craidd eraill. Mae adroddiad diweddar grŵp yr Athro Sioned Davies i Lywodraeth Cymru ar y Gymraeg fel Ail Iaith yn ffactor pwysig yn y drafodaeth hon.

Rhwng 2009 a 2011 gwelwyd cynnydd ym mherfformiad disgyblion **PYD** ar draws y rhanbarth. Fodd bynnag, mae'r cynnydd hwn 0.5 pc yn is na'r cynnydd cenedlaethol cyfatebol a hynny yn bennaf oherwydd perfformiad mewn un awdurdod. Yn 2011 a 2012 roedd pum awdurdod allan o'r chwech yn perfformio uwchben y ffigwr cenedlaethol ond yn rhanbarthol yn 2012 gwelwyd gostyngiad o 2.2 pc ar ffigurau 2011. Yn 2012 mae perfformiad plant PYD un awdurdod 7.2 pc islaw'r ffigwr cenedlaethol. Mae'r awdurdod yn gweithio i hyrwyddo gwell defnydd o'r Grant Amddifadedd Disgyblion (GAD) ar draws ei ysgolion. Nid yw data cymharol ar gyfer 2013 ar gael eto ond mae hon yn flaenoriaeth glir i Lywodraeth Cymru gyda chynnydd sylweddol yn y GAD i ysgolion yn Ebrill 2014.

Yn ystod y cyfnod rhwng 2009 a 2012 bu cynnydd cyson yng nghyflawniad disgyblion nad ydynt yn gymwys i dderbyn PYD yn y TL2+ gan osod y rhanbarth uwchben y ffigwr cenedlaethol am y bedwaredd flwyddyn o'r bron. Bu'r cynnydd hwn o 4.5 pc yn uwch na'r cynnydd cenedlaethol. O ganlyniad mae'r bwllch perfformiad rhwng y disgyblion hyn a'u cyfoedion sydd yn gymwys i dderbyn PYD yn uwch yn y rhanbarth na'r hyn a welir yn genedlaethol.

Mae'r **bwllch rhwng perfformiad y bechgyn a'r merched** yn y TL2+ yng Ngogledd Cymru wedi cynyddu i 10.1 pc erbyn 2012. Mae'r bwllch hwn yn uwch na'r ffigwr o 8.6 pc ar gyfer Cymru gyfan. Fodd bynnag mae'r cynnydd ym mherfformiad y bechgyn (7.1 pc) yng Ngogledd Cymru ers 2008 yn uwch na'r cynnydd cenedlaethol ( 5.2 pc). Roedd

y cynnydd ym mherfformiad merched yng Ngogledd Cymru dros yr un cyfnod yn 10.2 pc a'r cynnydd cenedlaethol yn 5.9 pc.

## **5.0 Ysgolion Categori Estyn**

5.1 Un o nodau allweddol y Gwasanaeth, fel y nodir yn yr Achos Busnes Llawn, yw gweithio tuag at sicrhau nad oes yr un 'Awdurdod Lleol, ysgol na sefydliad dysgu mewn unrhyw gategori Arolygu Estyn sy'n gofyn am welliant sylweddol neu fesurau arbennig'

5.2 Ar ddechrau Tymor yr Haf 2013, wrth sefydlu GwE, roedd chwe ysgol gynradd a thair ysgol uwchradd angen gwelliant sylweddol; a thair ysgol gynradd a dwy ysgol uwchradd mewn mesurau arbennig ar draws y rhanbarth. Erbyn mis Hydref 2013, wrth baratoi'r adroddiad hwn, roedd pedair ysgol gynradd ac un ysgol uwchradd angen gwelliant sylweddol; a dwy ysgol gynradd a dwy ysgol uwchradd mewn mesurau arbennig.

## **6.0 Y Dyfodol**

6.1 Mae dyfodol y Gwasanaeth, fel y cyfeiriwyd eisoes, ynghlwm â datblygiad y Model Cenedlaethol ar gyfer Gwella Ysgolion. Mae'r egwyddor, sydd eisoes ar waith yn y Gogledd, o sicrhau bod adnodd y Gwasanaeth yn cael ei dargedu yn unol ag angen yn hytrach na fesul awdurdod, yn un sydd angen glynu'n gadarn wrthi.

6.2 Mae angen i GwE ymateb i'r weledigaeth o'r angen am ddarparu gwasanaeth sydd yn un mwy rhagweithiol. Dylai hyn gynnwys mwy o ffocws ar osod a herio targedau a monitro cynnydd tuag atynt. Mae angen mawr hefyd i ddatblygu'r elfen gefnogol o waith y Gwasanaeth gydag unrhyw adnodd newydd a fydd ar gael, gan gynnwys datblygu cefnogaeth ysgol i ysgol fel blaenoriaeth uchel. Mae cryn oblygiadau yma o ran hyfforddi Arweinwyr System a hyderaf y bydd arweiniad cenedlaethol ar hyn.

6.3 Bydd angen hefyd diwygio'r Erfyn Arwain a Rheoli yn dilyn Ymweliad 1 eleni a bydd hyn yn cael sylw yn ystod y tymor nesaf.

## **7.0 Argymhellion**

7.1 Gofynnir i'r Cydbwyllgor:

7.1.1 nodi cynnwys yr adroddiad ar ddatblygiadau cyfredol GwE a'r prif ddangosyddion perfformiad

7.1.2 cymeradwyo bod y Prif Swyddog yn parhau i gynrychioli GwE ar drafodaethau cenedlaethol sy'n ymwneud â datblygu'r Model Cenedlaethol ar gyfer Gwella Ysgolion ac adrodd yn ôl i'r Cyd-bwyllgor ar y datblygiadau hynny.

## **8.0 Goblygiadau Ariannol**

8.1 Nid oes unrhyw oblygiadau ariannol yn codi o'r adroddiad hwn.

## **9.0 Effaith o ran Cydraddoldeb**

9.1 Nid oes unrhyw effaith newydd o ran cydraddoldeb yn codi o'r adroddiad hwn.

## **10.0 Goblygiadau Personél**

10.1 Dau secondiad, ar delerau presennol, o Ionawr 2014 hyd Awst 2015, i arwain ar Fathemateg Cyfnod Allweddol 4 ar draws y rhanbarth. Mae'r penodiadau hyn yn cyd-fynd â gofynion y Model Cenedlaethol ar gyfer Gwella Ysgolion.

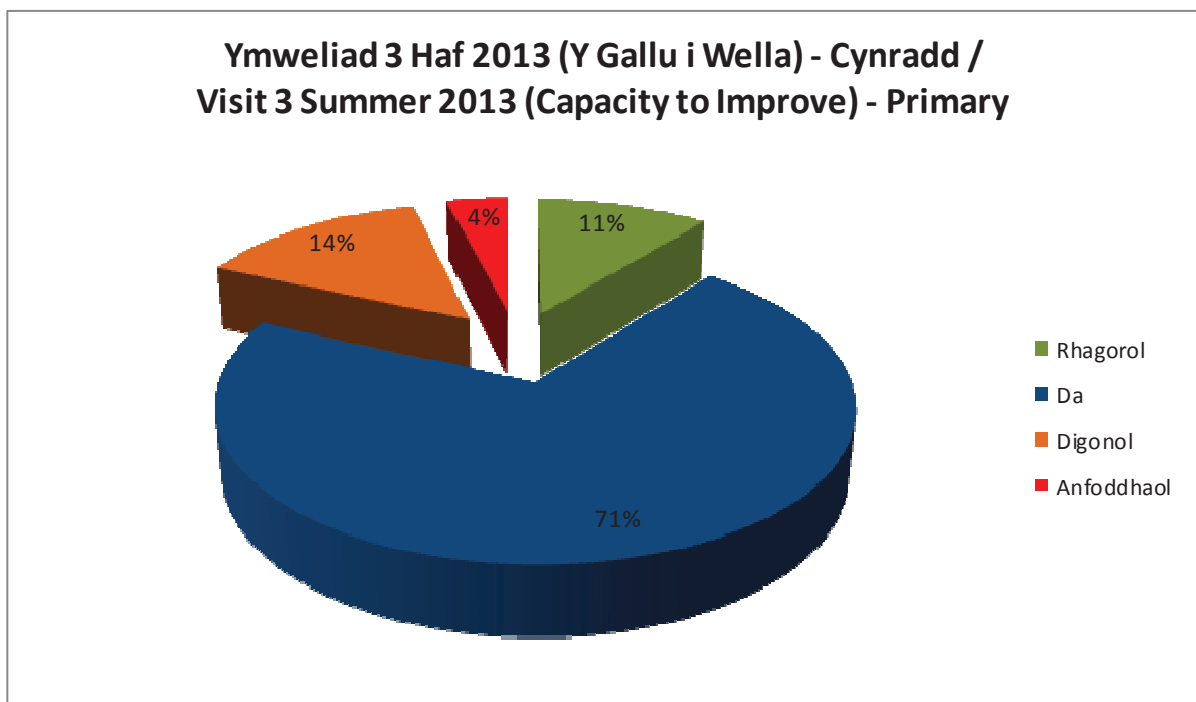
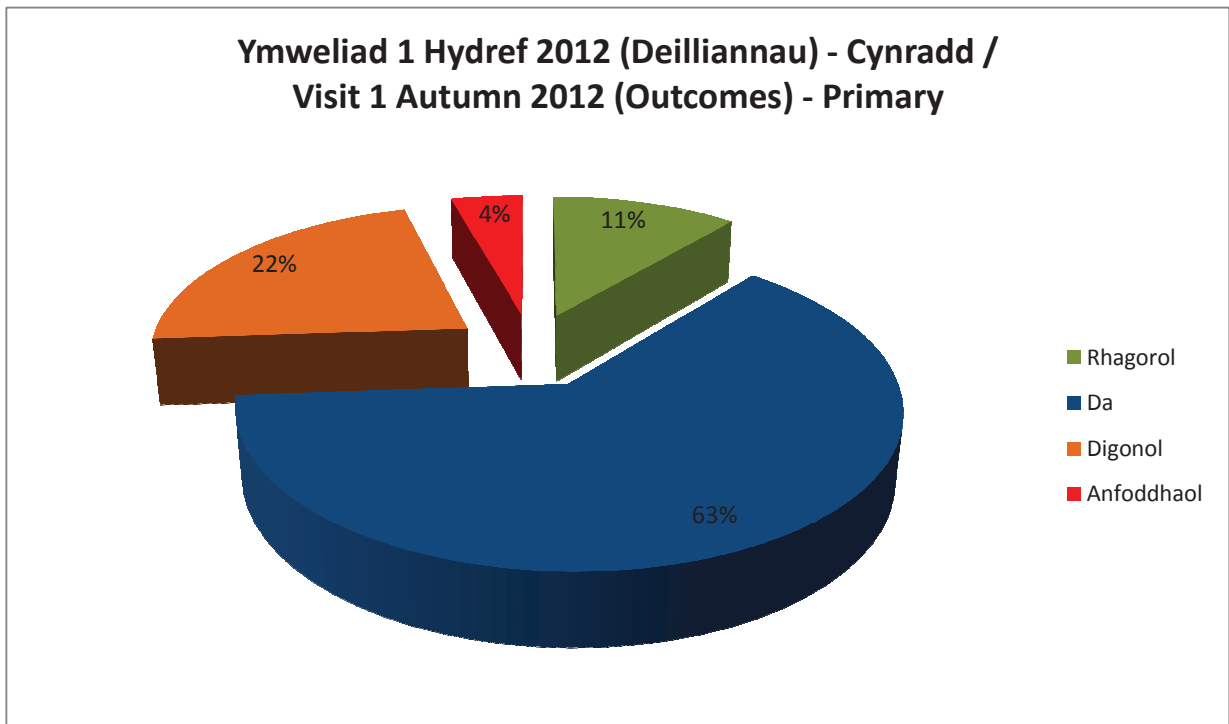
## **11.0 Ymgynghoriadau**

11.1 Dim o ganlyniad uniongyrchol i'r adroddiad hwn

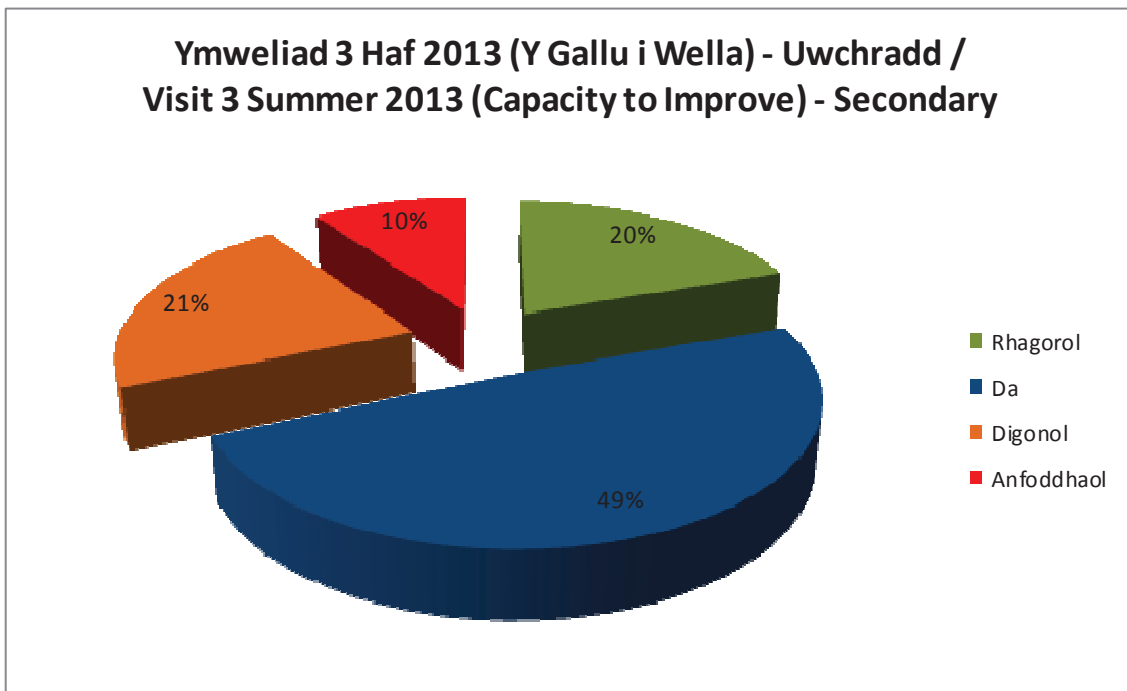
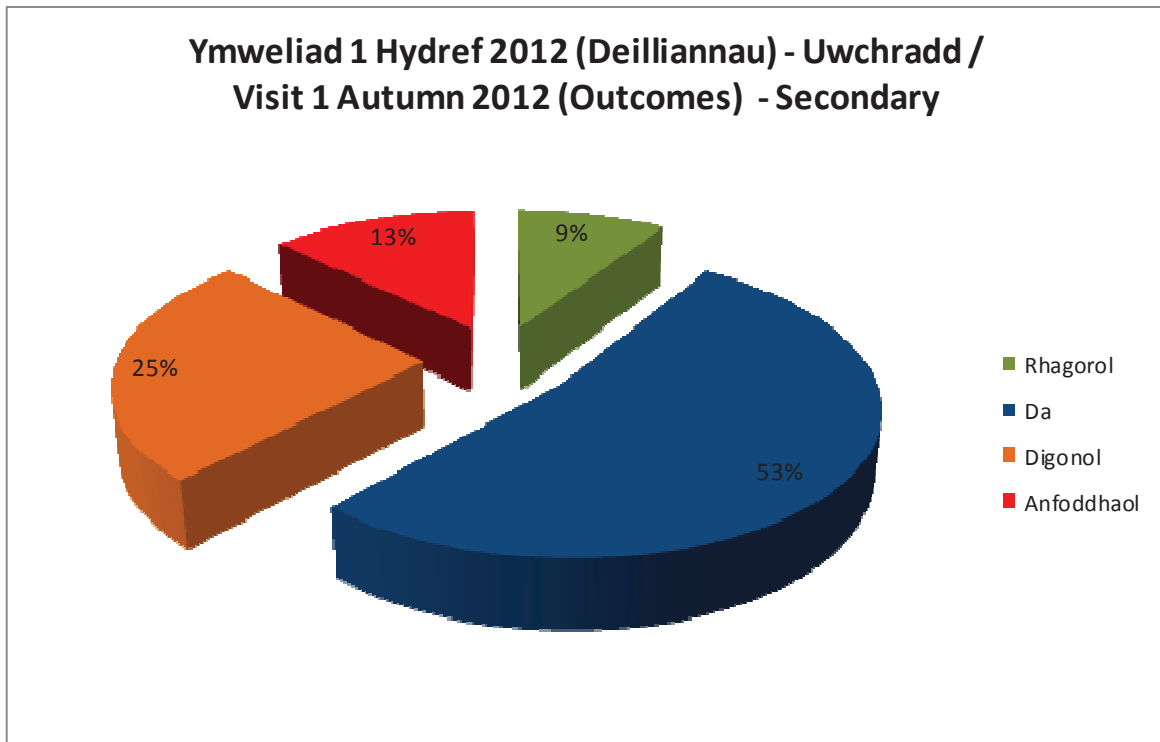
## **12.0 Atodiadau**

- Atodiad 1.1: Perfformiad Cynradd
- Atodiad 1.2: Perfformiad Uwchradd
- Atodiad 2: Cefnogaeth GwE
- Atodiad 3: Profion Darllen a Rhifedd Cenedlaethol
- Atodiad 4: Deilliannau Disgyblion 2013

Atodiad 1.1: Perfformiad Cynradd



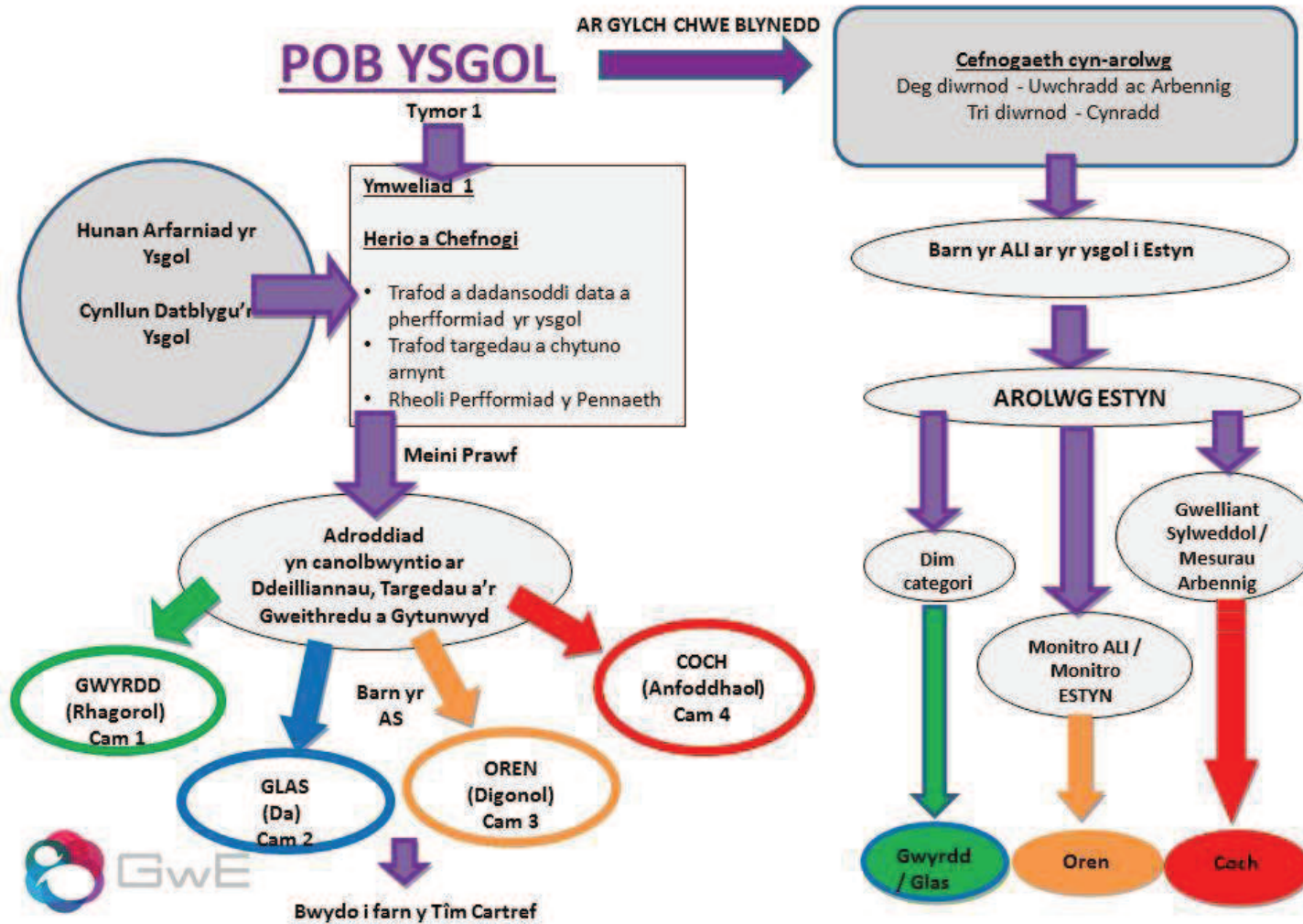
Atodiad 1.2: Perfformiad Uwchradd

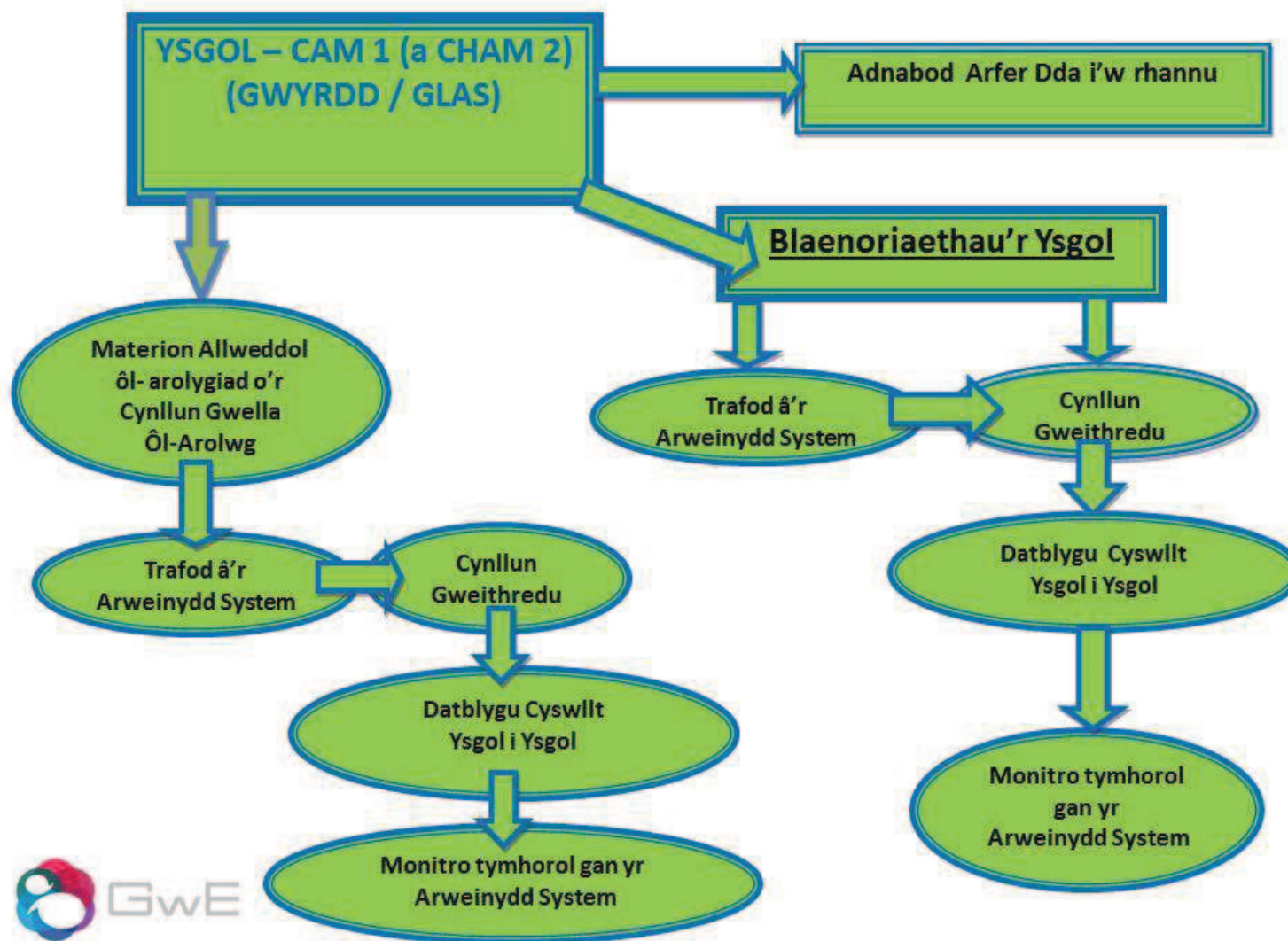


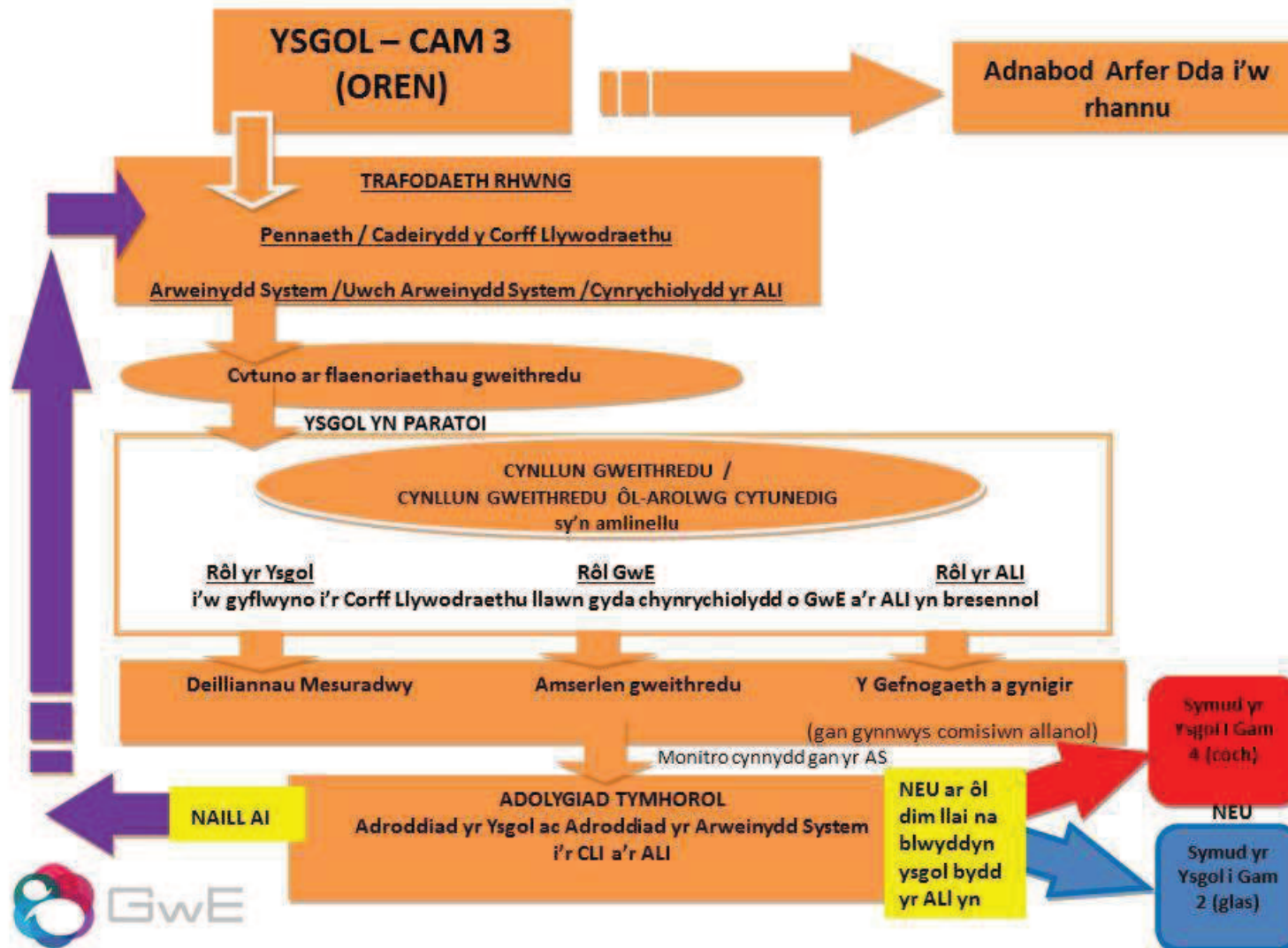


Atodiad 2: Cefnogaeth GwE

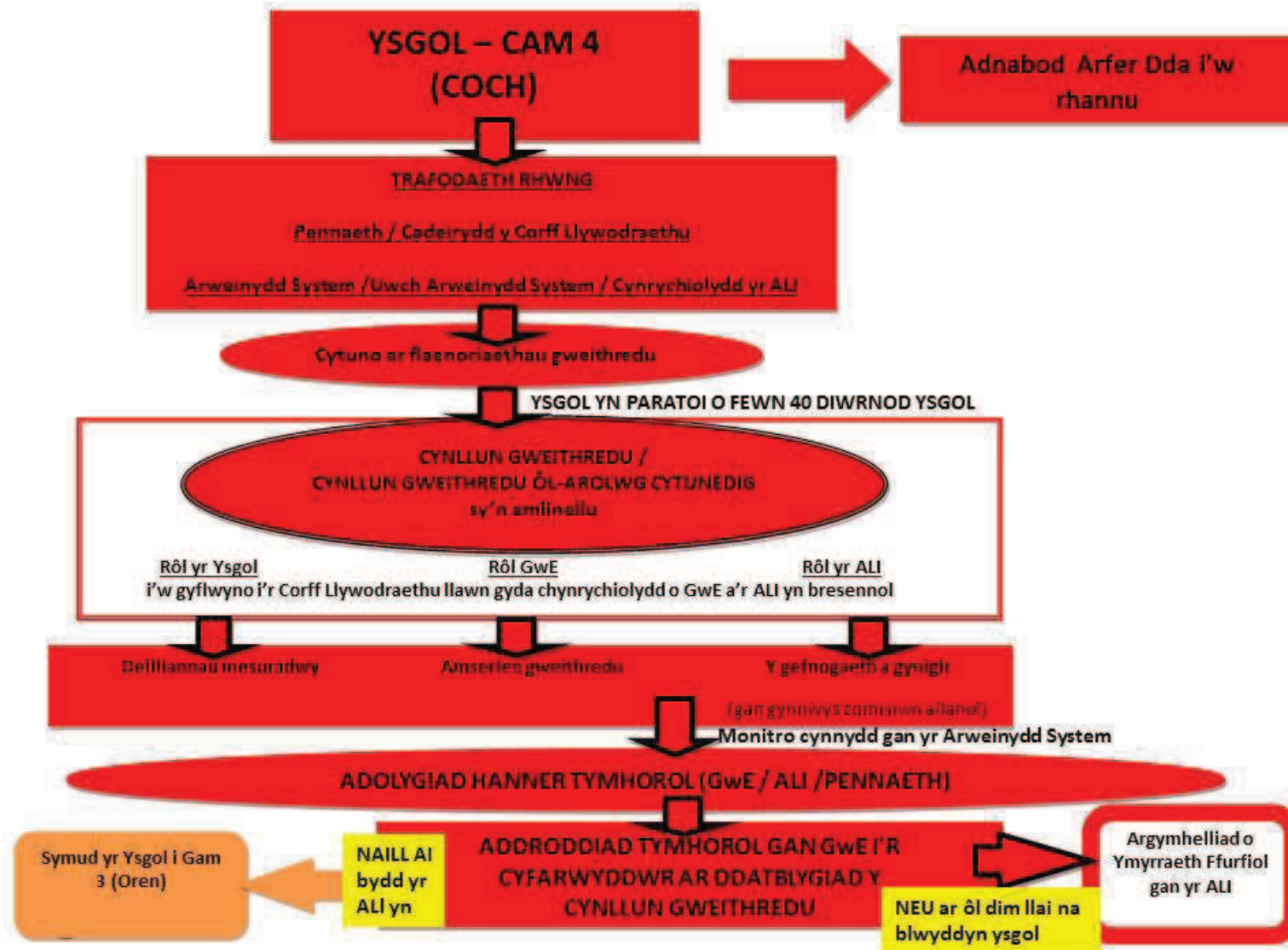
Tudalen 25



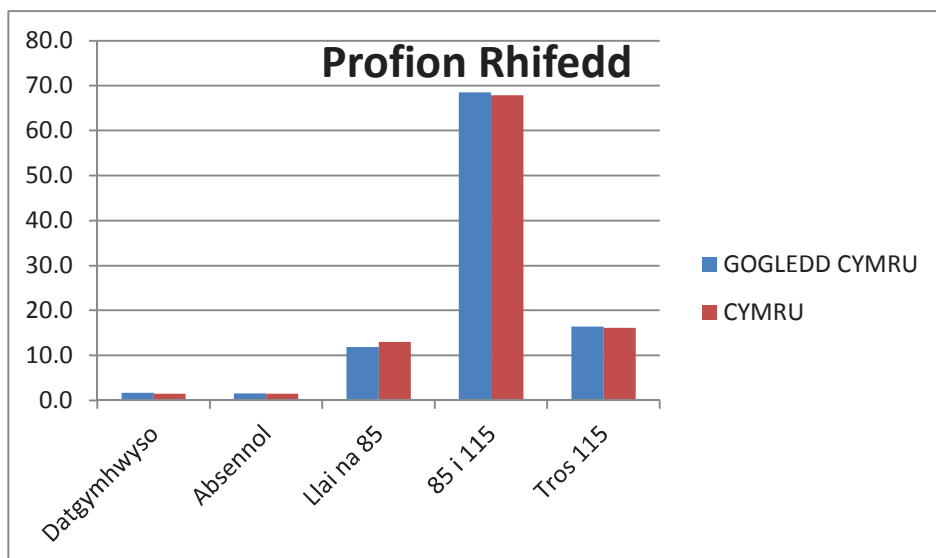
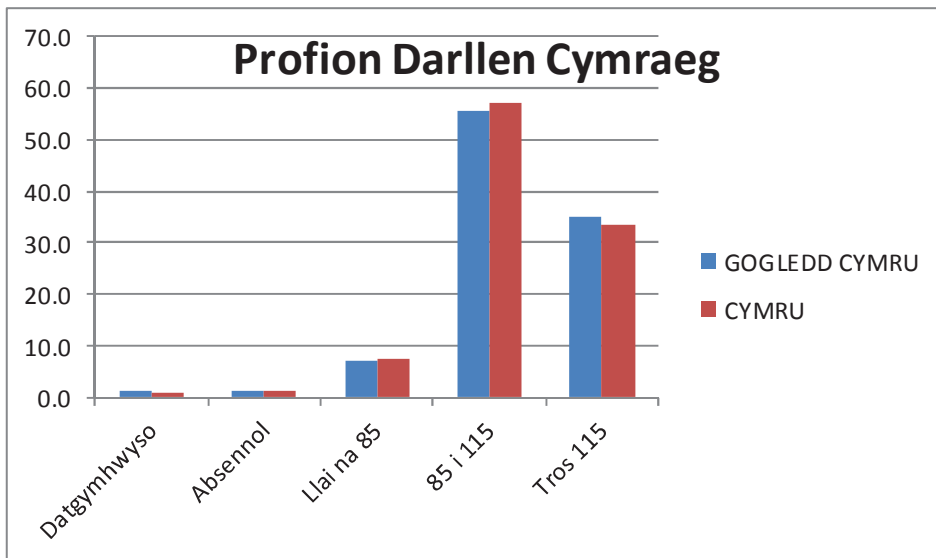
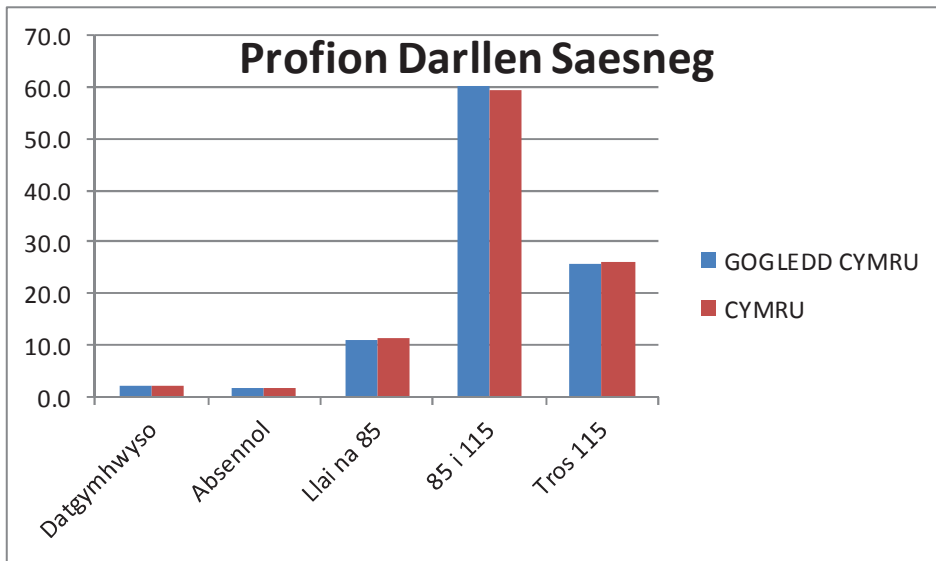




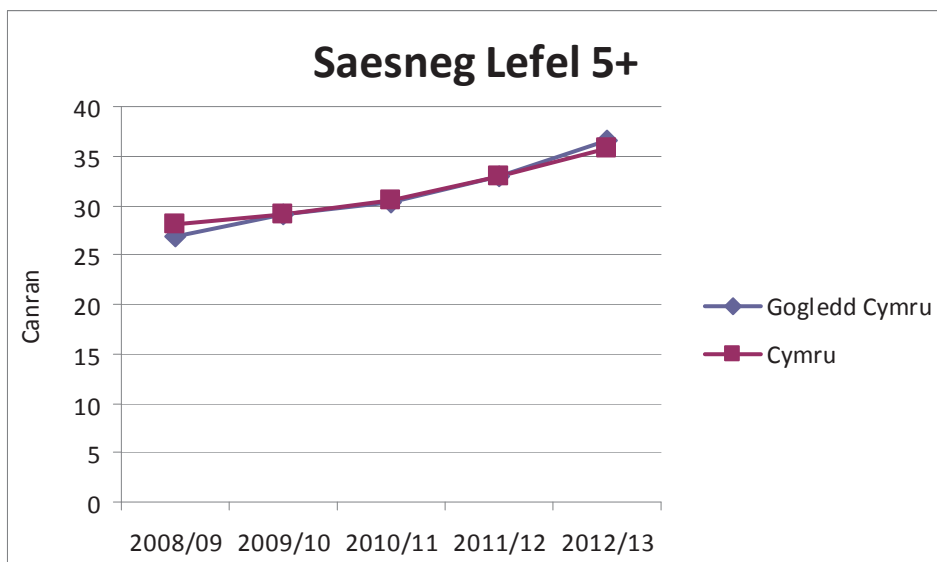
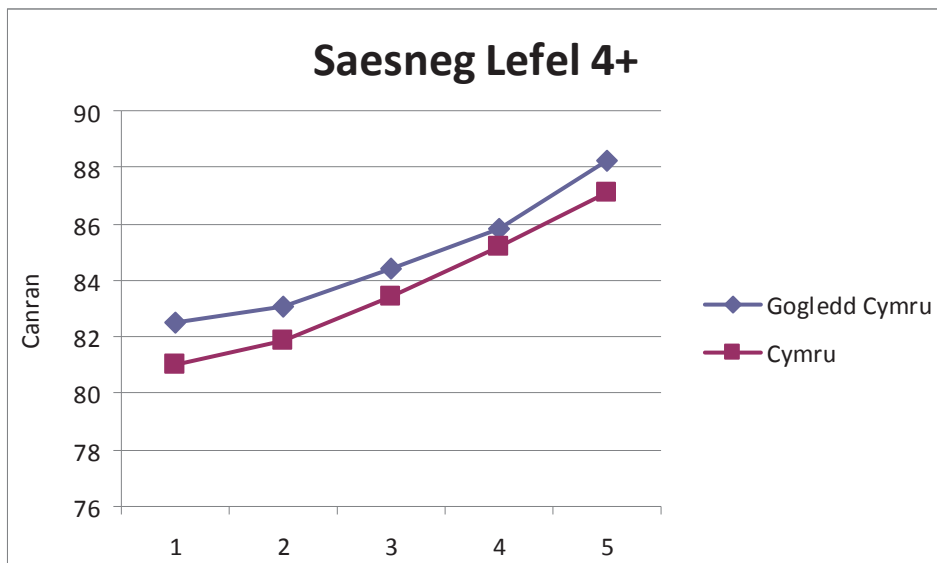




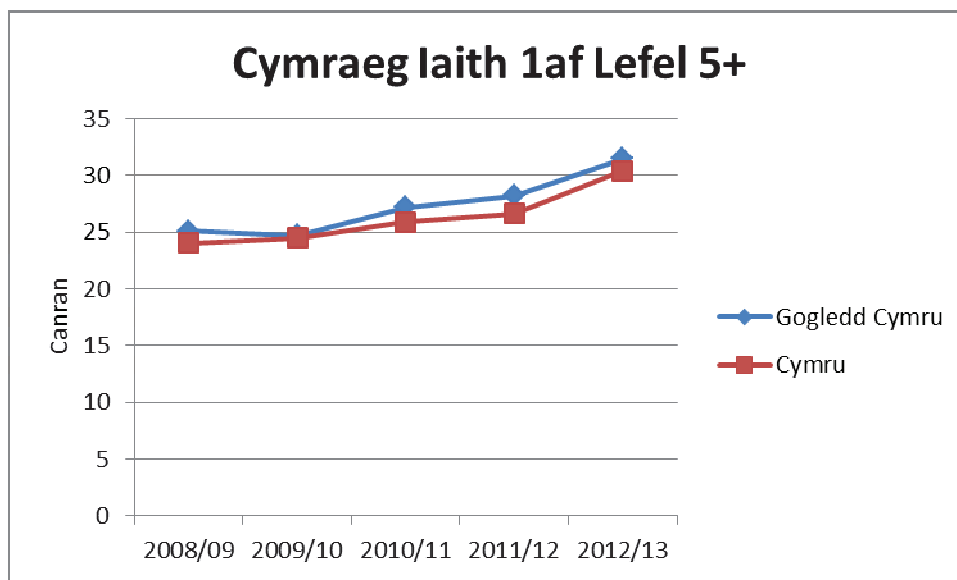
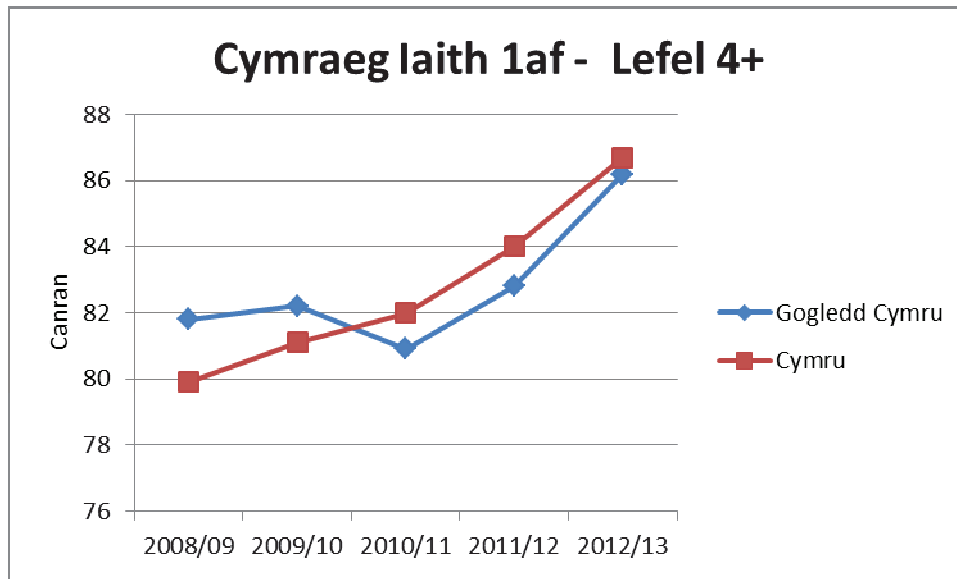
Atodiad 3: Profion Darllen a Rhifedd Cenedlaethol (CA2 2013)



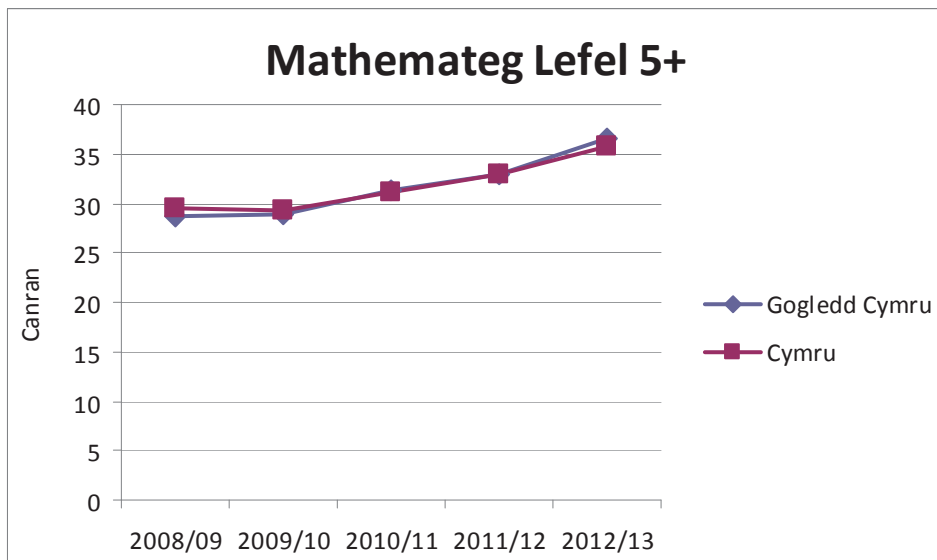
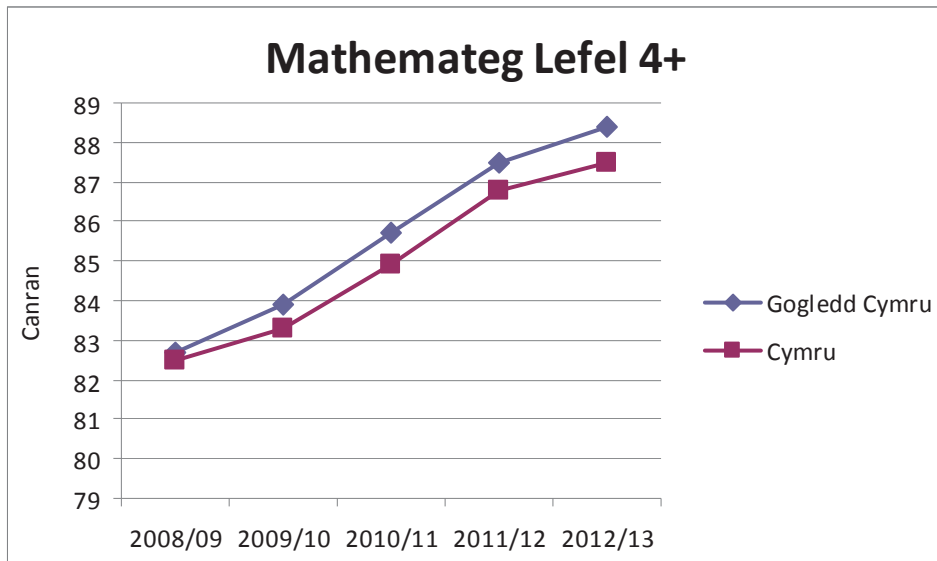
Atodiad 4.1: Canlyniadau Saesneg (CA2 2013)



Atodiad 4.2: Canlyniadau Cymraeg (Iaith Gyntaf) (CA2 2013)

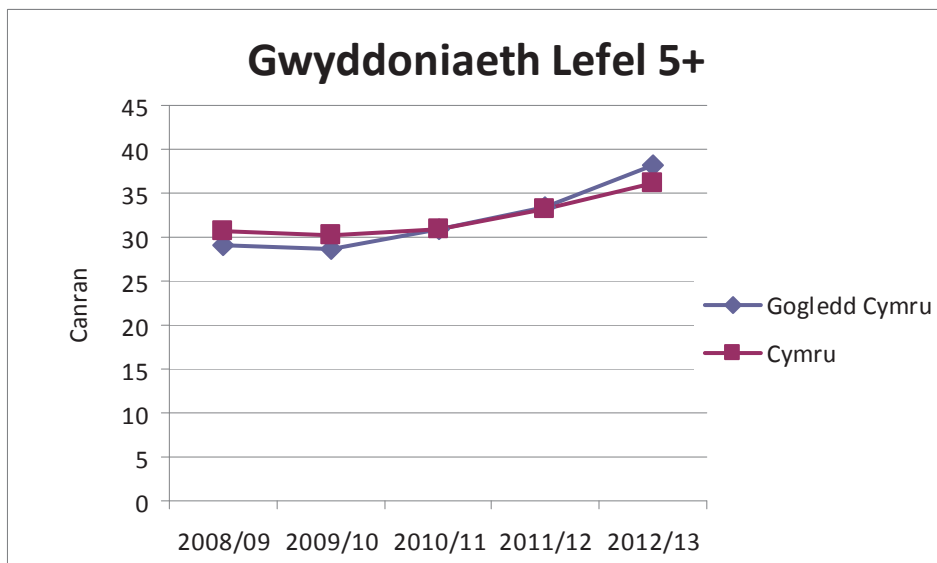
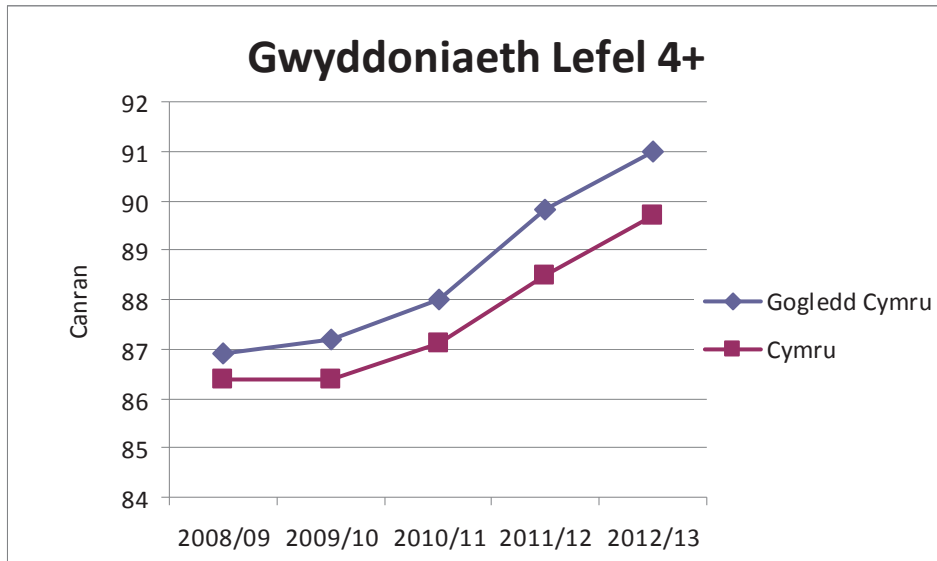


Atodiad 4.3: Canlyniadau Mathemateg (CA2 2013)

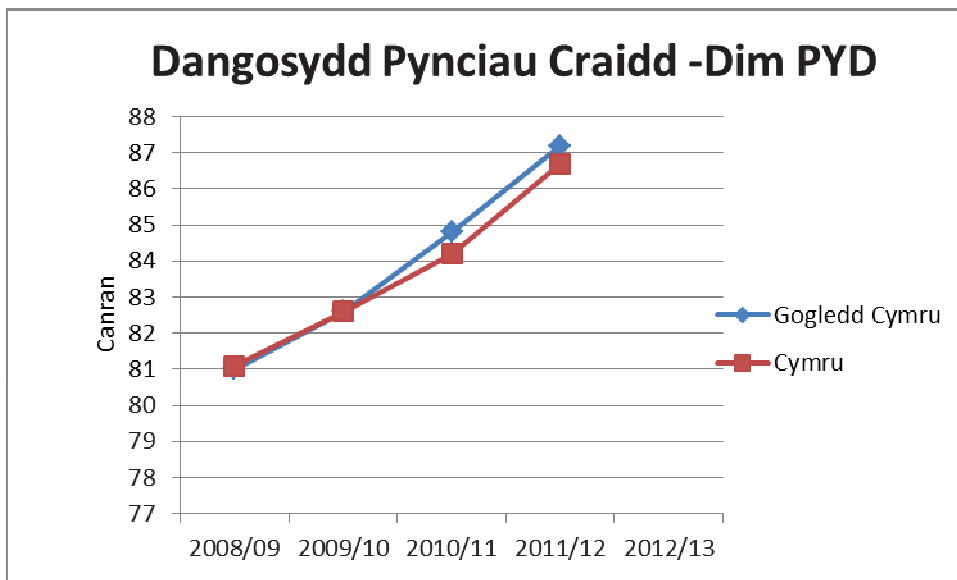
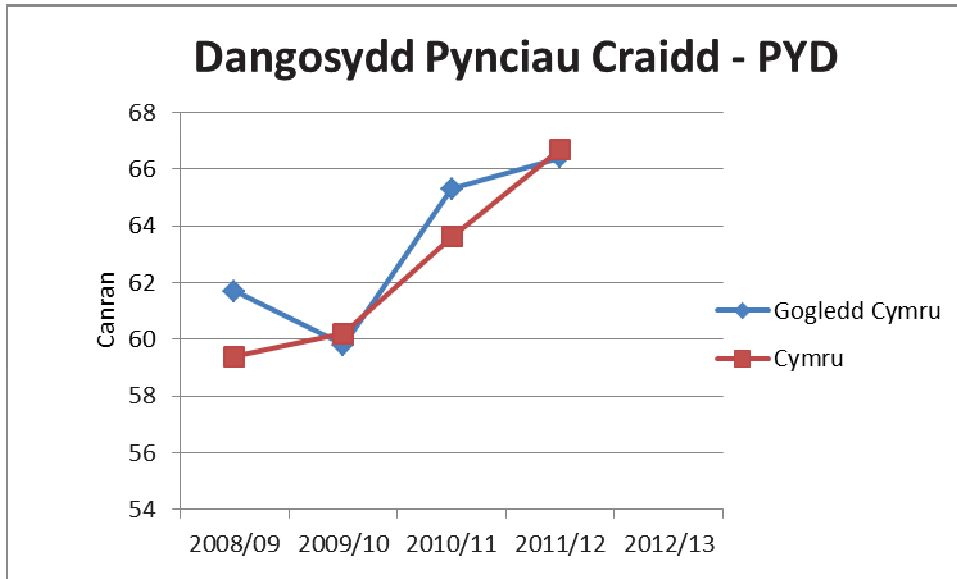




Atodiad 4.4: Canlyniadau Gwyddoniaeth (CA2 2013)



Atodiad 4.5: Disgyblion Prydau Ysgol am Ddim (CA2 2013)



|                                 |                                                                    |
|---------------------------------|--------------------------------------------------------------------|
| <b>Adroddiad i'r:</b>           | <b>Pwyllgor Archwilio Perfformiad</b>                              |
| <b>Dyddiad y Cyfarfod:</b>      | <b>16 Ionawr 2014</b>                                              |
| <b>Aelod/Swyddog Arweiniol:</b> | <b>Aelod Arweiniol Addysg /<br/>Pennaeth Addysg</b>                |
| <b>Awdur yr Adroddiad:</b>      | <b>Swyddog Effeithiolrwydd Perfformiad Ysgolion<br/>– Uwchradd</b> |
| <b>Teitl:</b>                   | <b>Canlyniadau Arholiadau CA4</b>                                  |

---

### 1. Am beth mae'r adroddiad yn sôn?

Perfformiad wedi'i ddilysu o ganlyniadau arholiadau allanol ysgolion Sir Ddinbych yng Nghyfnod Allweddol 4 ac ôl-16. Mae'r adroddiad hefyd yn darparu dadansoddiad o ganlyniadau yn erbyn gwybodaeth wedi'i feincnodi a pherfformiad yn erbyn awdurdodau lleol eraill.

### 2. Beth yw'r rheswm dros lunio'r adroddiad hwn?

Darparu gwybodaeth ynglŷn â pherfformiad asesiadau athrawon ac arholiadau allanol ysgolion Sir Ddinbych.

### 3. Beth yw'r Argymhellion?

Bod yr aelodau'n adolygu a chyflwyno sylwadau ar berfformiad ysgolion yn erbyn y perfformiad blaenorol a'r meincnodau allanol sydd ar gael ar hyn o bryd, a nodi unrhyw feysydd posibl o welliant.

### 4. Canlyniadau Cyfnod Allweddol 4 ac Ôl-16.

Er bod y rhan fwyaf o'r dangosyddion allweddol CA4 mewn cymwysterau allanol wedi gwella eleni, mae trothwy Lefel 2 gan gynnwys Saesneg / Cymraeg a Mathemateg wedi gwaethygu ychydig sydd wedi cael effaith ar Ddangosydd Pwnc Craidd (CSI).

#### Safle Aseidiadau ac Arholiadau 2011-2013

|                                                    | Sir Ddinbych 2011 |       | Sir Ddinbych 2012 |       | Sir Ddinbych 2013 |       | Cymru 2013 |
|----------------------------------------------------|-------------------|-------|-------------------|-------|-------------------|-------|------------|
|                                                    | %                 | Safle | %                 | Safle | %                 | Safle |            |
| Lefel 1                                            | 90.9              | 12    | 93.2              | 7     | 93.6              | 11    | 93.2       |
| Lefel 2                                            | 71.4              | 5     | 82.7              | 1     | 85.7              | 2     | 77.8       |
| Lefel 2 gan gynnwys Saesneg / Cymraeg a Mathemateg | 52.5              | 8     | 54.7              | 7     | 53.4              | 12    | 52.7       |
| CSI                                                | 51.3              | 8     | 53.1              | 7     | 49.2              | 14    | 49.2       |

|                                |       |   |       |   |       |   |       |
|--------------------------------|-------|---|-------|---|-------|---|-------|
| Pwyntiau Ehangach              | 449.8 | 4 | 504.9 | 5 | 553.2 | 4 | 501.2 |
| Pwyntiau Ehangach wedi'u Capio | 317.6 | 9 | 339.2 | 3 | 345.3 | 7 | 333.1 |

## Lefel 2 gan gynnwys Saesneg / Cymraeg a Mathemateg

Un o'r dangosyddion perfformiad allweddol ar ddiwedd cyfnod allweddol 4 yw Trothwy Lefel 2 gan gynnwys Saesneg / Cymraeg a Mathemateg sef nifer y disgyblion sy'n derbyn 5 TGAU A\*-C neu gymhwyster galwedigaethol cyffelyb a graddau TGAU Saesneg / Cymraeg a Mathemateg A\*-C (Atodiad 1)

Canran y disgyblion sydd wedi cyflawni Lefel 2 gan gynnwys Saesneg / Cymraeg a Mathemateg oedd 53.4% yn 2013, sy'n 1.3% yn is na 2012. Mae'r nifer 1.3% (52.7%) yn uwch na chyfartaledd Cymru ac yn gosod yr Awdurdod Lleol yn 11 yng Nghymru yn 2013 o seithfed yn 2012. Fodd bynnag, er bod gostyngiad eleni, mae'n unol â sefyllfa prydau ysgol am ddim yr ALI. Mae gwerth Set Ddata Graidd Cymru Gyfan yn ychwanegu data sy'n cymharu Awdurdodau Lleol yn gosod yr Awdurdod Lleol yn seithfed yng Nghymru yn 2013.

Roedd Lefel 2 yn cynnwys Saesneg / Cymraeg a Mathemateg wedi cynyddu yn Ysgol Uwchradd Gatholig y Bendigaid Edward Jones, Ysgol Uwchradd Dinbych ac Ysgol Uwchradd y Rhyl, roedd wedi gostwng yn yr ysgolion eraill. Ysgol Bendigaid yr Edward Jones ac Ysgol Uwchradd y Rhyl oedd wedi dangos y gwelliannau mwyaf ac yn parhau yn y chwarter cyntaf, Ysgol Uwchradd Prestatyn oedd wedi gwaethygu fwyaf.

|                                | 2011                                              | 2012  | 2013 | Gwahaniaeth 2012-2011 |                           |
|--------------------------------|---------------------------------------------------|-------|------|-----------------------|---------------------------|
|                                | Lefel 2 yn cynnwys Saesneg / Cymraeg a Mathemateg |       |      |                       | Chwarter wedi'i feincnodi |
| Ysgol y Santes Ffraid          | 75%                                               | 72%   | 71%  | -1                    | 3                         |
| Ysgol Uwchradd Dinbych         | 40%                                               | 50.0% | 51%  | +1                    | 3                         |
| Ysgol Dinas Brân               | 60%                                               | 57%   | 56%  | -1                    | 3                         |
| Ysgol Uwchradd Prestatyn       | 50%                                               | 53%   | 46%  | -7                    | 4                         |
| Ysgol Y Bendigaid Edward Jones | 37%                                               | 39%   | 44%  | +5                    | 1                         |
| Ysgol Uwchradd y Rhyl          | 36%                                               | 45%   | 51%  | +6                    | 1                         |
| Ysgol Brynhyfryd               | 68%                                               | 71%   | 68%  | -3                    | 2                         |
| Ysgol Glan Clwyd               | 67%                                               | 68%   | 66%  | -2                    | 2                         |

Cyfanswm y canran sydd wedi derbyn Trothwy Lefel 1 o TGAU 5A\*-G neu gymhwyster galwedigaethol cyffelyb yn Sir Ddinbych eleni yw 94.0% yn 2013 sydd 1% yn uwch na 2012.

Roedd tri o ddisgyblion (0.2%) wedi gadael ysgol heb gymhwyster cydnabyddedig yn 2013, mae hyn yn gosod yr ALI yn 12 yng Nghymru (Cymru 0.3%). Mae hyn yn welliant o 10 disgybl, 0.8% a safle 19 yn 2012 (Cymru 0.4%).

### Trothwy Lefel 2 (5 TGAU 5A\*-C neu gymhwyster galwedigaethol cyffelyb)

Trothwy Lefel 2 yw nifer y disgyblion sy'n derbyn 5 TGAU A\*-C neu gymhwyster galwedigaethol cyffelyb. Mae hyn yn cymryd lle dangosydd 5A\*-C a ddefnyddiwyd yn flaenorol. Canran y disgyblion sydd wedi derbyn Trothwy Lefel 2 oedd 86%, sydd 3% yn uwch na'r llynedd. Dyma'r bedwaredd flwyddyn y mae dangosydd Lefel 2 wedi cynyddu yn ysgolion uwchradd Sir Ddinbych. Mae hyn yn gosod ALI Sir Ddinbych yn ail yng Nghymru yn 2013, un lle'n is na 2012, roedd gwerth Set Ddata Graidd Cymru Gyfan yn gosod yr ALI yn chweched yng Nghymru.

Roedd yr holl ysgolion heblaw Ysgol y Santes Ffraid wedi gwella yn 2013, Ysgol Uwchradd Prestatyn (93%), Ysgol Dinas Brân (99%), Ysgol Glan Clwyd (97%) ac Ysgol Uwchradd y Rhyl (91%) Ysgol Brynhyfryd (92%) wedi cyflawni dros 90% ar gyfer Trothwy Lefel 2. Ysgol Uwchradd y Rhyl oedd wedi gwella fwyaf gan wella o 15%. (Atodiad 1)

|                                   | 2011         | 2012       | 2013       | Gwahaniaeth<br>2012-2013 | Chwartelau |
|-----------------------------------|--------------|------------|------------|--------------------------|------------|
| <b>Lefel 2</b>                    |              |            |            |                          |            |
| Ysgol y Santes Ffraid             | 94.7%        | 97%        | 89%        | -7%                      | 2          |
| Ysgol Uwchradd<br>Dinbych         | 53.8%        | 60%        | 71%        | +11%                     | 4          |
| Ysgol Dinas Brân                  | 86.8%        | 98%        | 99%        | +1%                      | 1          |
| Ysgol Uwchradd<br>Prestatyn       | 80.0%        | 92%        | 93%        | +1%                      | 1          |
| Ysgol y Bendigaid<br>Edward Jones | 45.8%        | 68%        | 69%        | +1%                      | 3          |
| Ysgol Uwchradd y Rhyl             | 52.0%        | 76%        | 91%        | +15%                     | 1          |
| Ysgol Brynhyfryd                  | 82.2%        | 86%        | 92%        | +6%                      | 1          |
| Ysgol Glan Clwyd                  | 78.7%        | 92%        | 97%        | +5%                      | 1          |
| <b>Sir Ddinbych</b>               | <b>71%</b>   | <b>81%</b> | <b>86%</b> | <b>+3%</b>               |            |
| <b>CYMRU</b>                      | <b>67.0%</b> | <b>71%</b> | <b>78%</b> | <b>+7%</b>               |            |

### Canlyniadau dros dro Lefel 2 Ysgol Plas Brondyffryn

Mae disgyblion Ysgol Plas Brondyffryn yn sefyll arholiadau pan fyddant yn barod, sy'n golygu mai ychydig o ddisgyblion sy'n derbyn cymhwyster TGAU yn 15 oed gan fethu dangosydd perfformiad Llywodraeth Cymru. Eleni roedd 5 o ddisgyblion wedi cyflawni Trothwy Lefel 1 a 55% o'r disgyblion wedi derbyn cymhwyster cydnabyddedig. Roedd 74% o ddisgyblion Ysgol Tir Morfa wedi derbyn cymhwyster cydnabyddedig is na TGAU a Lefel 1.

### Bandio Uwchradd 2012

Mae bandio yn cael ei ddefnyddio gan Lywodraeth Cymru fel dull o ddefnyddio data cenedlaethol ar berfformiad ysgolion mewn cyd-destun er mwyn grwpio ysgolion yn unol â'u sefyllfa o ran gwelliant gan eu cymharu ag ysgolion eraill yng Nghymru. Mae ysgolion Band 1 yn dangos perfformiad cyffredinol a chynnydd da ac mae'r rhai ym mand 5 yn dangos perfformiad a chynnydd gwan o'u cymharu ag ysgolion eraill.

|                                 | 2010 | 2011 | 2012 | 2013 |
|---------------------------------|------|------|------|------|
| Ysgol y Santes Ffraid           | 2    | 2    | 2    | 2    |
| Ysgol Uwchradd Dinbych          | 5    | 4    | 3    | 3    |
| Ysgol Dinas Brân                | 3    | 1    | 1    | 2    |
| Ysgol Uwchradd Prestatyn        | 3    | 2    | 2    | 3    |
| Ysgol y Bendigaidd Edward Jones | 4    | 3    | 2    | 3    |
| Ysgol Uwchradd y Rhyl           | 5    | 4    | 2    | 1    |
| Ysgol Brynhyfryd                | 4    | 2    | 2    | 3    |
| Ysgol Glan Clwyd                | 3    | 3    | 2    | 2    |

Nid oes unrhyw ysgol yn Sir Ddinbych ym mandiau isel 4 a 5 yn 2013. Mae Ysgol Uwchradd y Rhyl wedi gwella o fand 5 yn 2010 i fand 1 yn 2013. Mae sgôr cyfartaledd bandio'r awdurdod lleol yn gosod Sir Ddinbych yn bumed yng Nghymru yn 2013 i lawr o fod yn ail yn 2012.

### **Canlyniadau Trothwy Lefel 3 ( Lefel A a chymhwyster galwedigaethol cyffelyb)**

Y dangosydd perfformiad ar gyfer ôl-16 yw Trothwy Lefel 3 sy'n gyfystyr â 2 Lefel A neu gymhwyster galwedigaethol cyffelyb. Mae Trothwy Lefel 3 wedi aros yn ei unfan ar 96.8% am y tair blynedd diwethaf. Mae hyn yn uwch na chyfartaledd Cymru o 96.5% ac yn gosod Sir Ddinbych yn nawfed yng Nghymru. Mae canlyniadau Lefel A wedi gwella eleni yn ysgolion uwchradd Sir Ddinbych. Roedd mwy o fyfyrwyr wedi derbyn graddau A\*-C gan wella i 77.7% eleni, mae hyn 1.0% yn uwch na 2012. Atodiad 2.

Roedd gwelliant yn nifer y disgyblion oedd yn derbyn graddau uchel A ac A\*, hyd at 22.1% sydd bron i 2% yn uwch na 2012, fodd bynnag mae hyn yn is na chyfartaledd Cymru o 22.9%. Mae nifer y disgyblion sy'n derbyn Bagloriaeth Cymru wedi gostwng o 172 yn 2012 i 170 yn 2013. Mae'r gostyngiad yn nifer y disgyblion sy'n derbyn Bagloriaeth Cymru wedi cyfrannu at welliant bychan yng nghyfartaledd sgôr pwyntiau ehangach o 693 yn 2012 sef 18 yng Nghymru a 717 yn 2013 sef 20 yng Nghymru.

Mae nifer disgyblion Sir Ddinbych sydd wedi'u cofrestru ar gyfer cymwysterau ôl-16 wedi cynyddu yn 2013 i 463 o'u cymharu â 439 yn 2012. Mae'r gwelliant yng nghanlyniadau CA4 a gwaith partneriaeth ôl-16 wedi cyfrannu at y cynnydd hwn. Yn 2013 roedd 66.6% o fyfyrwyr wedi symud ymlaen i addysg uwch o'u cymharu â 60.5% yn 2012.

Roedd myfyrwyr Chweched y Rhyl wedi cyflawni 94% ar gyfer Trothwy Lefel 3 o'u cymharu â 97% o ddisgyblion o ysgolion uwchradd Sir Ddinbych. Nid yw canlyniadau chweched y Rhyl yn cyfrannu at ddangosyddion yr ALI.

## **5 Sut mae'r penderfyniad yn cyfrannu at y Blaenoriaethau Corfforaethol?**

Mae'r adroddiad yn cyfrannu at y Flaenoriaeth Gorfforaethol o wella perfformiad mewn addysg ac ansawdd adeiladau ein hysgolion. Mae angen i'r Aelodau fod yn ymwybodol o berfformiad yr ysgolion a'r ALI yn erbyn meincnodau cenedlaethol.

**6 Beth fydd yn ei gostio a sut bydd yn effeithio ar wasanaethau eraill?**

*Amherthnasol*

**7 Beth yw prif gasgliadau'r Asesiad o Effaith ar Gydraddoldeb a gwblhawyd ar gyfer y penderfyniad?**

Nid oes angen Asesiad o Effaith ar Gydraddoldeb gan nad yw'n cynnig newid mewn polisi. Er bod bechgyn a merched yn perfformio'n uwch na chyfartaledd Cymru ar gyfer Lefel 2 yn cynnwys S/C ac M, mae'r bechgyn o'u cymharu yn perfformio'n well na'r merched. Mae'r bechgyn yn perfformio 1.16% yn uwch na chyfartaleddau Cymru a'r merched ddim ond 0.66% yn uwch na chyfartaledd Cymru.

**8. Pa ymgynghori a gwblhawyd gydag Archwilio ac eraill?**

*Amherthnasol*

**9. Datganiad Prif Swyddog Cyllid**

*Amherthnasol*

**10. Pa risgiau sy'n bodoli ac a oes unrhyw beth y gallwn ei wneud i'w lleihau?**

- Bydd yr ALI a GwE yn parhau i herio Penaethiaid a Rheolwyr ysgolion i sicrhau bod yr ysgolion yn cymryd y camau gweithredu cywir er mwyn gwella safonau.
- Er mwyn lleihau unrhyw risgiau i gefnogaeth a herio ysgolion Sir Ddinbych, bydd Swyddogion Addysg yn yr Awdurdod yn monitro ac asesu ansawdd y gwasanaeth addysg rhanbarthol (GwE).
- Cynnal gwelliant yng nghanlyniadau arholiadau allanol.
- Parhau i wella yn erbyn y gostyngiad yng Ngrant Llwybrau Dysgu 14-19 a chyllid Potensial CGE ar ôl 2014.

**11. Pŵer i wneud y Penderfyniad**

Erthyglau 6.1 a 6.3.4(b) o Gyfansoddiad y Cyngor

**Swyddog Cyswllt:**

Swyddog Effeithiolrwydd Perfformiad Ysgolion – Uwchradd

Ffôn: 01824 708026

Mae tudalen hwn yn fwriadol wag



Sir Ddinbych

Crynoded o Berfformiad Ysgolion - Gwahaniaethau rhwng perfformiad yn 2013 a 2012

Atodiad 1

Cyfanswm nifer y disgyblion 15 oed oedd wedi'u cofrestru ym mis Ionawr 2013:

Canran y disgyblion 15 oed:

|                                | Nifer y disgyblion ar y gofrestr ym mis Ionawr | % wedi'u cofrestru ar gyfer o leiaf un |           | % wedi cyflawni Trothwy Lefel 1 |           | % wedi cyflawni Trothwy Lefel 2 |           | % wedi cyflawni Trothwy Lefel 2 gan gynnwys |           | % wedi cyflawni Dangosydd Pwnc Craidd |           | Cyfartaledd Sgôr Pwyntiau Ehangach wedi'u capio |           | Cyfartaledd Sgôr Pwyntiau Ehangach bob disgybl |           |
|--------------------------------|------------------------------------------------|----------------------------------------|-----------|---------------------------------|-----------|---------------------------------|-----------|---------------------------------------------|-----------|---------------------------------------|-----------|-------------------------------------------------|-----------|------------------------------------------------|-----------|
|                                |                                                | 2012-2013                              | 2011-2012 | 2012-2013                       | 2011-2012 | 2012-2013                       | 2011-2012 | 2012-2013                                   | 2011-2012 | 2012-2013                             | 2011-2012 | 2012-2013                                       | 2011-2012 | 2012-2013                                      | 2011-2012 |
|                                |                                                | 2013                                   |           |                                 |           |                                 |           |                                             |           |                                       |           |                                                 |           |                                                |           |
| Ysgol Uwchradd y Rhyl          | 132                                            | 100                                    | 98        | 97                              | 91        | 91                              | 77        | 51                                          | 45        | 50                                    | 44        | 345                                             | 312       | 571                                            | 455       |
| Ysgol Uwchradd Prestatyn       | 276                                            | 100                                    | 100       | 99                              | 98        | 93                              | 91        | 46                                          | 53        | 38                                    | 50        | 360                                             | 358       | 505                                            | 500       |
| Ysgol Glan Clwyd               | 168                                            | 100                                    | 100       | 100                             | 98        | 97                              | 91        | 66                                          | 68        | 66                                    | 67        | 377                                             | 354       | 692                                            | 493       |
| Ysgol Uwchradd Dinbych         | 136                                            | 100                                    | 100       | 98                              | 96        | 71                              | 65        | 51                                          | 50        | 40                                    | 43        | 326                                             | 316       | 479                                            | 431       |
| Ysgol Dinas Brân               | 152                                            | 100                                    | 100       | 99                              | 99        | 99                              | 98        | 56                                          | 59        | 55                                    | 57        | 382                                             | 377       | 691                                            | 631       |
| Ysgol Brynhyfryd               | 201                                            | 100                                    | 100       | 99                              | 100       | 92                              | 88        | 68                                          | 71        | 62                                    | 70        | 371                                             | 374       | 631                                            | 622       |
| Ysgol y Bendigaid Edward Jones | 81                                             | 100                                    | 100       | 85                              | 87        | 69                              | 68        | 44                                          | 39        | 41                                    | 39        | 295                                             | 305       | 396                                            | 399       |
| Ysgol y Santes Ffraid          | 55                                             | 100                                    | 100       | 98                              | 98        | 89                              | 96        | 71                                          | 72        | 67                                    | 72        | 383                                             | 390       | 565                                            | 564       |
| Unedau Cyfeirio Disgyblion     | 20                                             | 100                                    | 83        | 5                               | 4         | 0                               | 0         | 0                                           | 0         | 0                                     | 0         | 73                                              | 55        | 75                                             | 55        |
| Tir Morfa                      | 19                                             | 95                                     | 100       | 0                               | 0         | 0                               | 0         | 0                                           | 0         | 0                                     | 0         | 40                                              | 35        | 40                                             | 35        |
| Plas Brondyffryn               | 14                                             | 71                                     | 36        | 0                               | 9         | 0                               | 0         | 0                                           | 0         | 0                                     | 0         | 36                                              | 25        | 36                                             | 25        |
| Sir Ddinbych                   |                                                | 100                                    | 100       | 94                              | 93        | 86                              | 83        | 53                                          | 55        | 49                                    | 53        | 345                                             | 339       | 553                                            | 505       |
| Cymraeg                        |                                                | 100                                    | 99        | 93                              | 92        | 78                              | 73        | 53                                          | 51        | 49                                    | 49        | 333                                             | 324       | 501                                            | 465       |

Mae tudalen hwn yn fwriadol wag

## Lefel A a Throthwy Lefel 3 2013 Sir Ddinbych

## Atodiad 2

|                                 | %A*- C |       |       | %A*- E |        |        | %A*+A |       |       | %A*   |      |      | Trothwy Lefel 3 |      |
|---------------------------------|--------|-------|-------|--------|--------|--------|-------|-------|-------|-------|------|------|-----------------|------|
|                                 | 2011   | 2012  | 2013  | 2011   | 2012   | 2013   | 2011  | 2012  | 2013  | 2011  | 2012 | 2013 | 2012            | 2013 |
| <b>Ysgol y Santes Ffraid</b>    | 87.5%  | 81.7% | 80.7% | 100.0% | 100.0% | 97.6%  | 29.7% | 14.6% | 32.5% | 7.8%  | 6.1% | 2.4% | 96%             | 97%  |
| <b>Ysgol Uwchradd Dinbych</b>   | 65.0%  | 76.3% | 62.2% | 95.0%  | 95.0%  | 94.1%  | 18.6% | 13.8% | 8.4%  | 2.9%  | 6.3% | 5.9% | 93%             | 98%  |
| <b>Ysgol Dinas Brân</b>         | 71.4%  | 80.5% | 82.7% | 98.0%  | 99.4%  | 99.4%  | 18.4% | 23.4% | 23.5% | 4.1%  | 5.2% | 2.8% | 99%             | 98%  |
| <b>Ysgol Uwchradd Prestatyn</b> | 62.6%  | 69.0% | 68.4% | 95.7%  | 99.3%  | 96.5%  | 18.2% | 13.4% | 18.4% | 0.6%  | 1.8% | 4.3% | 93%             | 99%  |
| <b>Ysgol Brynhyfryd</b>         | 84.6%  | 80.9% | 84.3% | 99.6%  | 100.0% | 100.0% | 33.1% | 30.0% | 30.2% | 13.4% | 5.5% | 5.7% | 99%             | 99%  |
| <b>Ysgol Glan Clwyd</b>         | 78.6%  | 78.4% | 77.8% | 100.0% | 98.8%  | 100.0% | 19.0% | 22.8% | 18.6% | 3.6%  | 7.4% | 5.4% | 99%             | 100% |
| <b>Sir Ddinbych</b>             | 73.0%  | 76.7% | 76.6% | 97.7%  | 98.9%  | 98.1%  | 22.5% | 20.4% | 22.3% | 5.2%  | 4.8% | 4.6% | 97%             | 97%  |
| <b>CYMRU</b>                    | Amh    | Amh   | Amh   | 97.2%  | 97.6%  | 97.6%  | 23.9% | 23.6% | 22.9% | 6.3%  | 6.0% | 6.0% | 97%             | 97%  |
| <b>Chweched y Rhyl</b>          |        |       | 46.2% |        |        | 97.8%  |       |       | 11.2% |       |      | 2,2% |                 | 95%  |

Mae tudalen hwn yn fwriadol wag

|                                   |                                                                  |
|-----------------------------------|------------------------------------------------------------------|
| <b>Adroddiad i'r:</b>             | <b>Pwyllgor Archwilio Partneriaethau</b>                         |
| <b>Dyddiad y Cyfarfod:</b>        | <b>6 Chwefror 2014</b>                                           |
| <b>Aelod / Swyddog Arweiniol:</b> | <b>Yr Arweinydd<br/>Pennaeth Cynllunio Busnes a Pherfformiad</b> |
| <b>Awdur yr Adroddiad:</b>        | <b>Swyddog Perfformiad a Chynllunio</b>                          |
| <b>Teitl:</b>                     | <b>Y Cynllun MAWR –<br/>Y Diweddaraf am Berfformiad</b>          |

---

## **1. Am beth mae'r adroddiad yn sôn?**

- 1.1 Pwrpas yr adroddiad hwn yw rhoi'r newyddion diweddaraf i'r Pwyllgor Archwilio Partneriaethau am berfformiad y Bwrdd Gwasanaethau Lleol a'i bartneriaid wrth gyflawni'r Cynllun Mawr: Rhan I, 2011-14. Mae'r adroddiad hwn yn rhoi 'Adroddiad Eithriadau Cryno', a gefnogir gan benodau manylach ar gyfer pob un o wyth o ganlyniadau'r Cynllun Mawr.

## **2. Beth yw'r rheswm dros lunio'r adroddiad?**

- 2.1 Darparu gwybodaeth a gofyn am farn yr aelodau ynghylch cyflawniad y Cynllun Mawr.

## **3. Beth yw'r Argymhellion?**

- 3.1 Bod y Pwyllgor yn ystyried cynnwys yr adroddiad ac yn cynnig sylwadau'n unol â'i bwerau i fonitro cyflawniad y Cynllun a'i ganlyniadau.

## **4. Manylion yr adroddiad.**

- 4.1 Cynllun MAWR Sir Ddinbych: 2011-14 yw'r cynllun sy'n ysgogi gwaith Partneriaeth yn Sir Ddinbych. Mae'r Cynllun MAWR yn cael ei gyflawni ar y cyd gan asiantaethau partner. Y Bwrdd Gwasanaethau Lleol sy'n atebol am y Cynllun MAWR, ac mae'n dal asiantaethau partner (gan gynnwys Bwrdd Iechyd Prifysgol Betsi Cadwaladr (BIPBC), y trydydd sector, Heddlu GC, Gwasanaeth Tân ac Achub GC, Iechyd Cyhoeddus Cymru, Cyngor Sir Ddinbych) yn gyfrifol am roi cynlluniau gweithredu ar waith er mwyn cyflawni'r Cynllun MAWR a'i wyth canlyniad.<sup>1</sup>
- 4.2 Dyma grynodedb o'r sefyllfa ar gyfer pob canlyniad yn y Cynllun MAWR (ar sail ystyriaeth o'r dangosyddion, y mesurau perfformiad a'r gweithgarwch gwella ar gyfer pob canlyniad):

---

<sup>1</sup>Sylwch nad yw'r rhestr hon yn hollgynhwysol.

| Rhif        | Teitl                                                                                                                           | Dangosydd |
|-------------|---------------------------------------------------------------------------------------------------------------------------------|-----------|
| CANLYNIAD 1 | Pobl hŷn yn byw bywyd annibynnol a boddhaus.                                                                                    | Da        |
| CANLYNIAD 2 | Pobl a lleoedd yn y Rhyl yn elwa ar weithgarwch adfywio.                                                                        | Derbyniol |
| CANLYNIAD 3 | Plant a phobl ifanc yn Sir Ddinbych yn cael cymorth i fyw'n rhydd rhag tlodi, lle gallant fod yn annibynnol a ffynnu.           | Da        |
| CANLYNIAD 4 | Teuluoedd sy'n agored i niwed yn Sir Ddinbych yn cael cymorth i fyw'n rhydd rhag tlodi, lle gallant fod yn annibynnol a ffynnu. | Derbyniol |
| CANLYNIAD 5 | Cydnabod a diwallu anghenion ein cymunedau lleol                                                                                | Da        |
| CANLYNIAD 6 | Pobl yn Sir Ddinbych â ffordd o fyw sy'n iach.                                                                                  | Da        |
| CANLYNIAD 7 | Mae plant, pobl ifanc ac oedolion sy'n agored i niwed yn Sir Ddinbych yn ddiogel.                                               | Rhagorol  |
| CANLYNIAD 8 | Mae gan Sir Ddinbych economi ffyniannus a chynaliadwy a gweithlu medrus.                                                        | Da        |

- 4.3 Mae'r adroddiad manwl a atodir yn rhoi gwybodaeth am eithriadau ar gyfer pob canlyniad, yn ogystal â gwybodaeth am yr hyn sy'n llwyddo. Mae hefyd yn cyfeirio at fylchau mewn gwybodaeth ac yn nodi lle gallai'r bylchau hyn gyfyngu ar werthusiad cyffredinol o'r canlyniadau. Bydd mwy o waith yn cael ei gyflawni drwy'r haf fel bo modd cyhoeddi adroddiad terfynol. Bryd hynny, ceir mwy o waith ymholi er mwyn canfod pa wahaniaeth a gafwyd yn sgil cyflawni'r Cynllun MAWR.
- 4.4 Mae gwaith sylweddol eisoes ar y gweill er mwyn darparu gwybodaeth i ddatblygu'r Cynllun Mawr: Rhan II, a fydd yn dechrau ym mis Medi 2014. Mae heriau wrth adrodd ar y Cynllun MAWR: Rhan 1 wedi dylanwadu ar ein ffordd o feddwl wrth ddatblygu'r Cynllun MAWR: Rhan II. Bydd llai o themâu'n cael eu nodi yn y Cynllun hwnnw, a bydd mwy o bwyslais parhaus yn cael ei roi ar effaith gweithgareddau partneriaeth ar ganlyniadau, mewn amgylchedd lle mae adnoddau'n fwyfwy prin.
- 5. Sut mae'r penderfyniad yn cyfrannu at y Blaenoriaethau Corfforaethol?**
- 5.1 Mae'r Cynllun Corfforaethol yn gyson â'r Cynllun MAWR; ceir synergedd rhwng y saith blaenoriaeth corfforaethol a'r wyth canlyniad yn Y Cynllun MAWR.

**6. Beth fydd yn ei gostio, a sut y bydd yn effeithio ar wasanaethau eraill?**

6.1 Mae'r Bwrdd Gwasanaethau Lleol yn atebol am Y Cynllun MAWR, ac fe geir Bwrdd Partneriaeth Strategol sy'n gyfrifol am gyflawni'r cynllun yn Sir Ddinbych. Ariennir gweithgarwch Y Cynllun MAWR gan sefydliadau partner yn Sir Ddinbych (y sector cyhoeddus), oddi mewn i gyllidebau presennol/craidd a thrwy gomisiynu call.

**7. Beth yw prif gasgliadau'r Asesiad Effaith Cydraddoldeb a gynhaliwyd ar gyfer y penderfyniad?**

7.1 Cafodd asesiad anghenion cydraddoldeb ei gynnal wrth ddatblygu'r Cynllun MAWR: Rhan I

**8. Pa ymgynghoriadau a gynhaliwyd?**

8.1 Bydd byrddau partneriaeth a phartneriaid yn rheoli ac yn adrodd ar berfformiad yn rheolaidd.

8.3 Datblygwyd Y Cynllun MAWR yn dilyn trefniadau ymgysylltu ac ymgynghori manwl a chadarn

**9. Datganiad y Prif Swyddog Cyllid**

9.1 Er nad oes i'r adroddiad hwn unrhyw oblygiadau ariannol uniongyrchol, mae'r Cynllun MAWR yn ddogfen strategol bwysig sy'n sail i ansawdd darpariaeth gwasanaeth mewn sawl maes. Mae'n bosibl y ceir goblygiadau i gyllid y Cyngor yn y dyfodol yn sgil unrhyw broblemau gyda pherfformiad.

**10. Pa risgiau sy'n bodoli ac a oes unrhyw beth y gallwn ei wneud i'w lleihau?**

10.1 Gallai ailstrwythuro oddi mewn i asiantaethau partner beryglu'r 'berchnogaeth' ar gamau gweithredu yn Y Cynllun MAWR, gan olygu bod momentwm yn cael ei gollu o ran cyflawni, ac anawsterau wrth gael adroddiadau ar berfformiad.

**11. Pŵer i wneud y Penderfyniad**

11.1 Erthyglau 6.3.2 a 6.3.4(b) yng Nghyfansoddiad y Cyngor.

**Swyddog Cyswllt:**

Rheolwr Partneriaethau a Chymunedau,  
Ffôn: 01824 706291

Mae tudalen hwn yn fwriadol wag





# DENBIGHSHIRE BIG PLAN

## PERFORMANCE REPORT

This report looks at Big Plan performance in terms of the delivery of the outcomes identified within the Big Plan and uses nationally comparability when available

## TABLE OF CONTENTS

|                                                                                                                                               |    |
|-----------------------------------------------------------------------------------------------------------------------------------------------|----|
| Introduction .....                                                                                                                            | 1  |
| Key.....                                                                                                                                      | 2  |
| Key Performance Summary .....                                                                                                                 | 3  |
| Outcome Summary .....                                                                                                                         | 4  |
| Outcome 1 Older People Lead Independent & Fulfilled Lives.....                                                                                | 5  |
| Outcome 2 People & Places in Rhyl Benefit from Regeneration Activity.....                                                                     | 6  |
| Outcome 3: Children & Young People in Denbighshire Achieve & Have Skills for Life .....                                                       | 7  |
| Outcome 4: Vulnerable Families in Denbighshire Are Supported to Live a Life Free from Poverty, Where They Can Be Independent & Flourish ..... | 9  |
| Outcome 5: Needs of Our Rural Communities Are Recognised & Met .....                                                                          | 11 |
| Outcome 6: People in Denbighshire Have Healthy Lifestyles.....                                                                                | 12 |
| Outcome 7: Children, Young People & Vulnerable Adults in Denbighshire Are Safe.....                                                           | 14 |
| Outcome 8: Denbighshire Has a Thriving & Sustainable Economy & a Skilled Workforce.....                                                       | 15 |
| Indicators, performance measures & improvement activities .....                                                                               | 16 |

## INTRODUCTION

The BIG Plan was developed throughout 2010 with the integration of four key strategic partnership plans (Health, Social Care and Wellbeing; Children and Young People; Community Safety; and the Community Strategy). The intention was for this new approach to create clearer outcomes and make a positive difference to people living, working, and learning in Denbighshire.

The BIG Plan sets out the work of Denbighshire partners, aligned to the eight priorities for 2011-2014. Those priorities were identified in consultation with residents during development of the BIG Plan. This assures us that we are tackling the issues that matter the most to residents.

### **The eight outcomes of the BIG Plan:**

1. Older people lead independent and fulfilled lives
2. People and places in Rhyl benefit from regeneration activity
3. Children and young people achieve, and have skills for life
4. Vulnerable families are supported to live a life free from poverty, where they can be independent and flourish
5. The needs of our rural communities are recognised and met
6. People in Denbighshire have healthy lifestyles
7. Children, young people and vulnerable adults are safe
8. Denbighshire has a thriving and sustainable economy, and a skilled workforce

The BIG Plan aims to make a real positive difference to people living, working, and learning in Denbighshire.

## KEY

Each BIG Plan outcome identifies a number of indicators, performance measures, and improvement activity.

- The indicators are often shared indicators, for which no single partner is responsible, e.g. crime rate. Some indicators have benchmarks or comparable data; others do not.
- The performance measures are often related to individual organisations, and provide a quantity (how much) or a quality (how well) measure of what they deliver. Most measures have baseline data. Where none is available, this is generally because the measure is new.

Where no benchmarks or comparable data is available, either baseline data is used to assess performance, or the owners present an opinion on the status.

### THE COLOURS

---

| Colour     | Action Status          | Measure Status           |
|------------|------------------------|--------------------------|
| Green      | On Target              | Excellent                |
| Yellow     | Experiencing Obstacles | Good                     |
| Orange     | At Risk                | Acceptable               |
| Red        | Compromised            | Priority for Improvement |
| Light Grey | No Data                | No Data                  |
| Dark Grey  | Completed              | Not Applicable           |

### THE EVALUATION

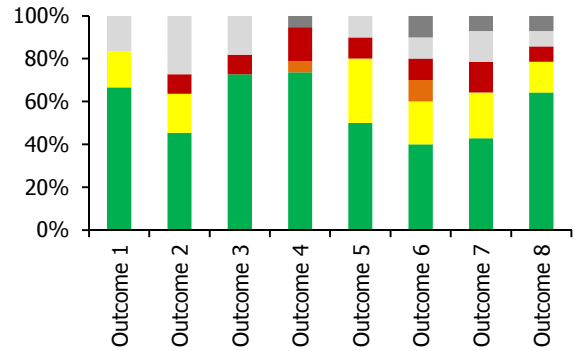
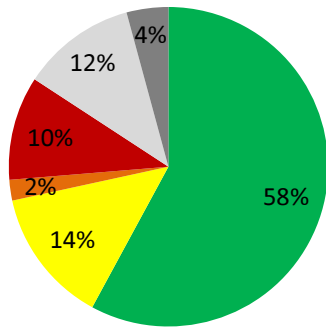
---

- In most circumstances, the evaluation of an indicator is based on whether it is better (or worse) than the baseline.
- A performance measure is normally evaluated by the measure owner, who will provide the data and a colour status.
- An improvement activity is evaluated by the person responsible for its delivery. They will provide a status and comment.

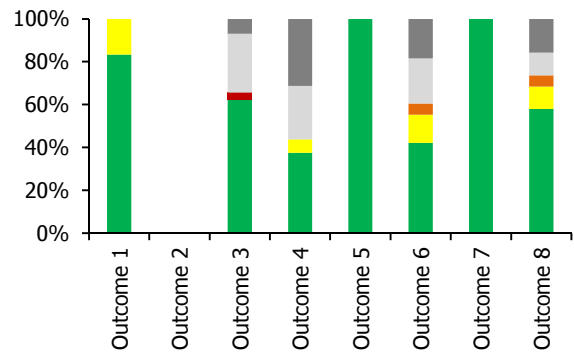
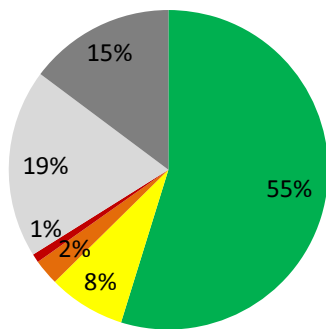
## KEY PERFORMANCE SUMMARY

Depicted below is an overall summary of performance for the BIG Plan to September 2013. The data used is 2012/13 annual data, and, where available, quarterly data for 2013/14.

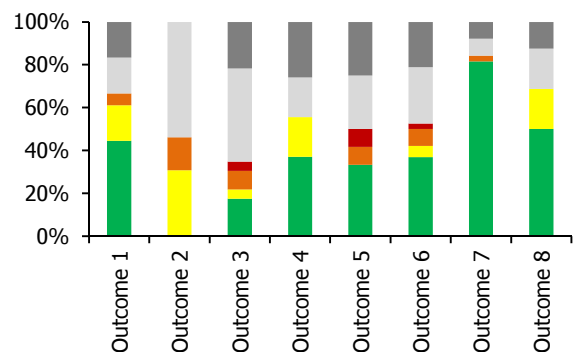
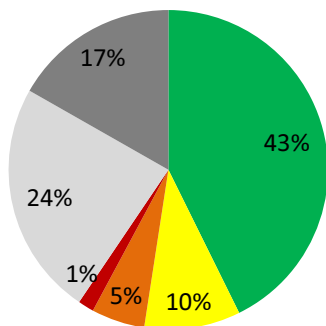
### INDICATORS



### PERFORMANCE MEASURES



### IMPROVEMENT ACTIVITY



## OUTCOME SUMMARY

This is a summary position for each outcome in the BIG Plan. The overall evaluation depicted below has been determined by taking into account:

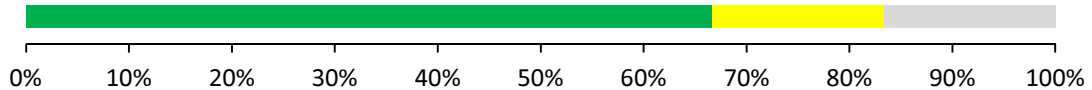
- The indicators, performance measures, and improvement activity for each outcome, and
- The level of confidence that outcomes for people in Denbighshire will improve

|                           |            |
|---------------------------|------------|
| <a href="#">Outcome 1</a> | GOOD       |
| <a href="#">Outcome 2</a> | ACCEPTABLE |
| <a href="#">Outcome 3</a> | GOOD       |
| <a href="#">Outcome 4</a> | ACCEPTABLE |
| <a href="#">Outcome 5</a> | GOOD       |
| <a href="#">Outcome 6</a> | GOOD       |
| <a href="#">Outcome 7</a> | EXCELLENT  |
| <a href="#">Outcome 8</a> | GOOD       |

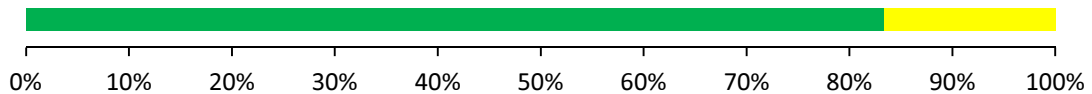
## OUTCOME 1 OLDER PEOPLE LEAD INDEPENDENT & FULFILLED LIVES

### [KEY](#)

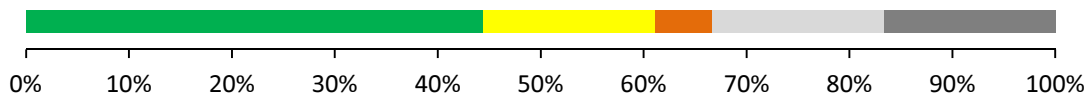
#### INDICATORS



#### PERFORMANCE MEASURES



#### IMPROVEMENT ACTIVITY



- ORANGE - Single point of access project for assessment and care co-ordination

#### SUMMARY

While there is not geographical equity of support, this is not necessarily concerning as more older people are leading independent and fulfilled lives with less support. The evidence suggests a good level of success meeting the needs of older people to live independently.

Information gaps are minor within the indicators (1) and improvement activity (3). The available data highlights only one area of exception:

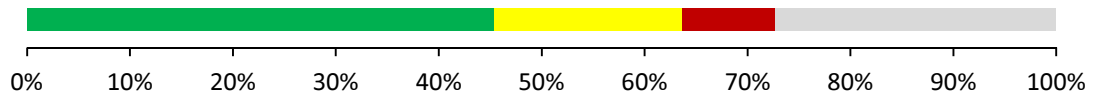
- The Single Point of Access Project continues as planned but risks are present that have yet to be resolved. The project team continues to meet and there have been detailed discussions with BCU Health Board on resourcing issues. In addition, no agreement has been obtained for the Clinical Team Manager post; however, the target deadline of March 2014 remains. All other aspects of this project are progressing satisfactorily.

The indicator to measure the percentage of clients supported in the community has been replaced by a new measure “the percentage of the adult population who can live independently”. This indicator has been designed to align with the expected changes to social services from the Social Service and Wellbeing (Wales) Bill.

## OUTCOME 2 PEOPLE & PLACES IN RHYL BENEFIT FROM REGENERATION ACTIVITY

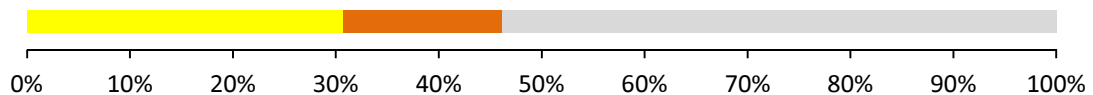
### [KEY](#)

#### INDICATORS



- RED – Number of vacant town centre properties in Rhyl

#### IMPROVEMENT ACTIVITY



- ORANGE - DCC (Live & Work in Rhyl) - Improving neighbourhoods in Rhyl
- ORANGE - DCC (Town Centre) - Create new business and job opportunities

#### SUMMARY

The evidence suggests an acceptable level of success coordinating services to tackle the key challenges to the wellbeing and economic circumstances of people living in deprivation.

There remain information gaps within the indicators (3) and improvement activity (7) which limit overall evaluation of this outcome. The known information highlights three areas of exception:

- The number of vacant town centre properties in Rhyl has increased from the baseline of 47 in 2010/11 to 58 in 2012/13. The opening of the new shopping development in Prestatyn may have contributed to this higher number of vacant properties in Rhyl.
- The Live and Work in Rhyl Project will progress further with the completion/adoption of the Denbighshire Economic & Community Ambition Strategy.
- The Town Centre Project was unsuccessful with its bid application under the Welsh Government Vibrant and Viable Places Programme, but work will continue on developing the strategy and constituent projects.

Three indicators have no clear definition or data. They do not to provide any meaningful contribution to this outcome. As such, they are recommended for deletion:

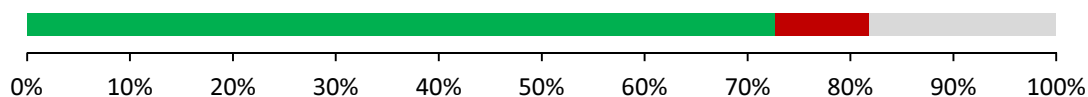
- Tenure
- Town Centre Footfall
- Type of housing



## OUTCOME 3: CHILDREN & YOUNG PEOPLE IN DENBIGHSHIRE ACHIEVE & HAVE SKILLS FOR LIFE

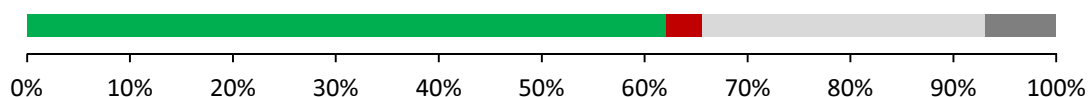
### KEY

#### INDICATORS



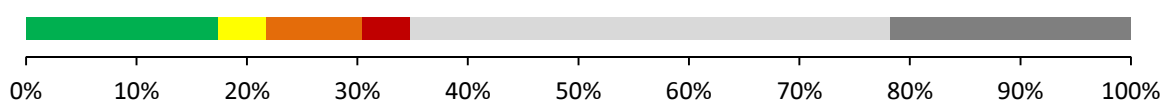
- RED - % of pupils achieving A\*- C in GCSE Welsh First Language

#### PERFORMANCE MEASURES



- RED - DCC % young carers assessments completed of all known young carers

#### IMPROVEMENT ACTIVITY



- RED - Develop support groups for mothers with postnatal depression
- ORANGE - Development of a North Wales Peri Natal Mental Health Strategy
- ORANGE - Implement an "absence" management policy for under 5s

#### SUMMARY

Excluding those indicators that have no data, the evidence suggests a good level of success enabling children and young people to achieve their potential.

There are noticeable information gaps within the indicators (2), performance measures (8), and improvement activity (10), which limit the evaluation of this outcome. The known information highlights five areas of exception:

- There has been a 5% reduction in the proportion of pupils achieving A\*- C in GCSE Welsh first language from the baseline in 2010/11.
- The interim figure for the percentage of young carer assessments completed is lower than the baseline, although the service explains that this is normal and confirms their expectation to achieve 100% by the end of the year.
- There are no support groups with a specific focus on mothers with postnatal depression; all mothers in Denbighshire can access baby massage groups, which are proven to support attachment and bonding which has huge benefits for mental well being.
- The development of a North Wales Peri Natal Mental Health Strategy is overdue.

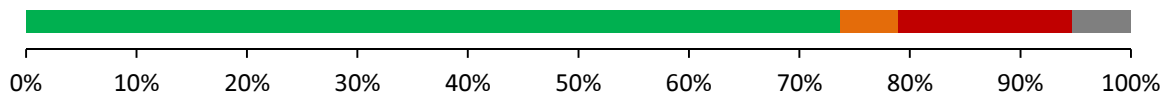
- An absence management policy for pupils aged 3-5 year is in place for those attending Flying Start Provision. For others pupils aged 3-5 years who attend provision a procedure remains in development.

In addition, an indicator within this outcome is only expressed as a phrase, “young carers attend and achieve at school”. There are also parallel performance measures that refer to percentage attainment of young carers and percentage attendance of young carers. Currently no data exists for these measures; however, the Schools Information Management System (SIMS) has a field to identify carer status but it is unclear how well populated this field is. Any recording limitations within SIMS would be reflected in the data quality.

## OUTCOME 4: VULNERABLE FAMILIES IN DENBIGHSHIRE ARE SUPPORTED TO LIVE A LIFE FREE FROM POVERTY, WHERE THEY CAN BE INDEPENDENT & FLOURISH

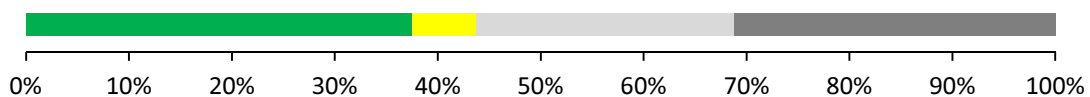
### KEY

### INDICATORS

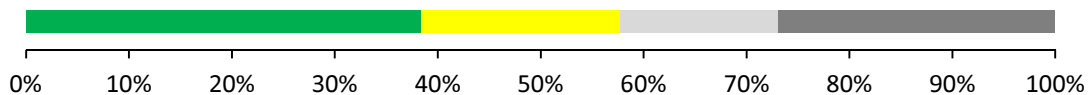


- RED - % of Free School Meals (FSM) pupils who achieve the Core Subject Indicator at KS2
- RED - Children in need by parental capacity (domestic abuse)
- RED - Rate of conceptions under age 16 years per 1000 female residents aged 13 to 15

### PERFORMANCE MEASURES



### IMPROVEMENT ACTIVITY



### SUMMARY

The evidence suggests an acceptable level of success to support vulnerable children and families to improve their health, education, and economic outcomes. However, the needs of vulnerable families are complex and programmes will take considerable time to demonstrate improved outcomes for families.

There are information gaps within the performance measures (4), and improvement activity (5), which limit the evaluation of this outcome. However, the known information highlights three indicators with a red status. The data used to determine each status is old (March 2012) as much of the health and education data has a noticeable time lag of up to 18 months.

- The percentage of Free School Meal (FSM) pupils who achieve the Core Subject Indicator at Key Stage 2 has worsened, whilst those who do not receive a FSM has improved, increasing the attainment gap. No breakdown of attainment data has been published for 2012/13.
- The average number of children in need where a reason for children to receive the referral is domestic abuse has increased from the baseline; although, the latest published data was for 2012.
- The rate of conceptions under age 16 years per 1000 female residents aged 13 to 15 increased from the baseline. However, the most recently published data is only available for 2011/12.

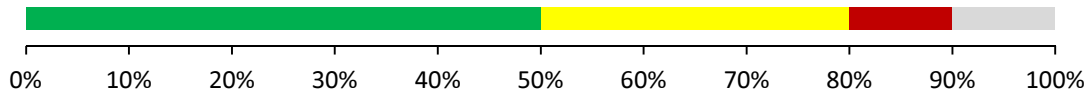
Although there has been improvement from the baseline in educational attainment indicators for most FSM pupils, the reality is that there is a significant attainment divide between FSM pupils and non-FSM pupils and this gap is increasing.

The final year for data on Key Stage 1 attainment was 2011. This measure has now been nationally replaced by the Foundation Phase. This replacement has been reflected in the Big Plan, which now contains the indicator “the percentage of pupils achieving the expected outcome (5+)”. This indicator presents an improvement in achievement of outcome 5+, although comparable data is not yet published on StatsWales for 2012/13.

## OUTCOME 5: NEEDS OF OUR RURAL COMMUNITIES ARE RECOGNISED & MET

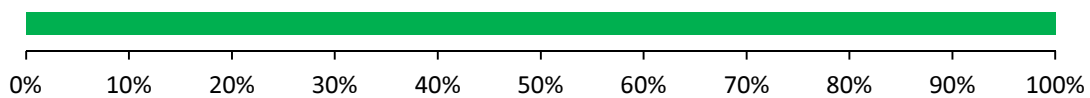
### KEY

#### INDICATORS

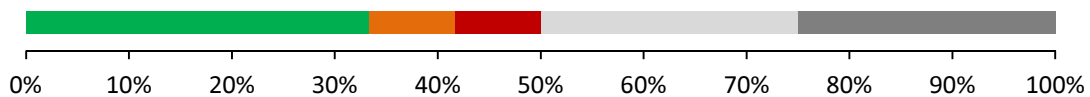


- RED - % of young people that are satisfied with the cost of a journey

#### PERFORMANCE MEASURES



#### IMPROVEMENT ACTIVITY



- RED – Enable community control with community voice and participatory budgeting
- ORANGE - Explore phase two options for a new station/complex at Corwen

#### SUMMARY

The evidence suggests a good level of success recognising the needs of those living in rural areas. It should be considered that, of the six Resident Survey indicators, only one was included in the new Residents Survey (the percentage of people who are satisfied with their local area as a place to live); the remaining indicators will not feature in the end of year report.

A few information gaps remain within the indicators (1) and improvement activity (3), which may affect the overall evaluation of this outcome. The known information highlights three areas of exception:

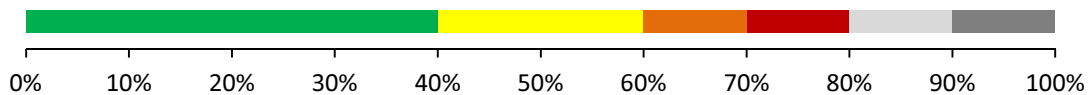
- The young people surveyed told us that they were not satisfied with the cost of a bus journey. This is unlikely to change as the cost of living continues to increase. It will also not feature in future reports as the question was service specific and thus removed from the Resident's Survey.
- The community voice (participatory budgeting) project was unsuccessful with their stage 2 funding application to the BIG Lottery Fund. This project is now closed.
- A study is required for the Phase 2 station to ascertain the engineering solutions and cost benefit analysis. The estimated cost of the study is approximately £90K of which £45K has been set aside from the Rural Development Plan Lead Body study budget. The study has currently been suspended by the Denbighshire County Council strategic investment group pending the commitment to Phase 1 by the Railway.

Our understanding of personal feeling of isolation among older people living in rural areas is limited and this data development agenda has had no results. It is unclear whether this will ever yield any results.

## OUTCOME 6: PEOPLE IN DENBIGHSHIRE HAVE HEALTHY LIFESTYLES

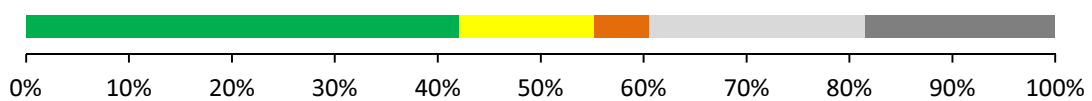
### KEY

### INDICATORS

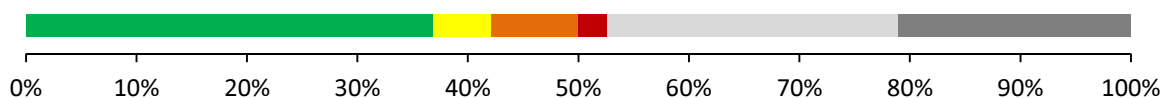


- RED - % of adults who meet physical activity guidelines in the past week

### PERFORMANCE MEASURES



### IMPROVEMENT ACTIVITY



- RED - Development of "Talk to Me" suicide and self-harm prevention strategy
- ORANGE - Contraceptive advice and pregnancy testing is available in all high schools
- ORANGE - Development of the national HSS database
- ORANGE - Contribute to the North Wales maternal obesity strategic group

### SUMMARY

The evidence suggests a good level of success improving the health and wellbeing of people living in Denbighshire. It should be noted that much of the health data for the indicators has a noticeable time lag of up to 18 months.

There are also noticeable information gaps within the indicators (1), performance measures (8), and improvement activity (10), which may affect the overall evaluation of this outcome. The known information highlights two areas of exception:

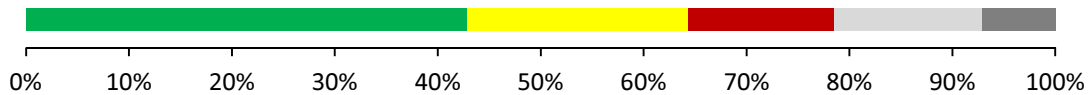
- The proportion of adults who meet the recommended physical activity guidelines in the past week reduced. The latest Welsh Health Survey results for local authorities were published with 2012 data. The next data release is not expected until September 2014.
- There are no current plans to develop a "Talk to Me" suicide and self-harm prevention strategy for Denbighshire. A Position Statement has been drafted, based on the National Action Plan for Reducing Suicide and Self Harm in Wales 2009-2014. This position statement collates information on services and facilities within Denbighshire and forms the narrative that will be presented to the Denbighshire Strategic Partnership Board in January 2014. The Board will decide how to meet the requirements of that National Action Plan.
- All schools have engaged in the discussions on contraceptive advice including emergency hormonal treatment and pregnancy testing, and all except the Faith Schools and Prestatyn High School have agreed for the school nurse to provide these elements in the drop in session.

- The national HSS database project is overdue. It has been transferred to Public Health Wales and a review is underway to determine if a database is required.
- Work is ongoing for the maternal obesity strategic group but the responsible owner has changed.

## OUTCOME 7: CHILDREN, YOUNG PEOPLE & VULNERABLE ADULTS IN DENBIGHSHIRE ARE SAFE

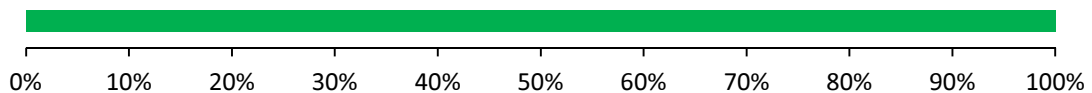
### [KEY](#)

#### INDICATORS

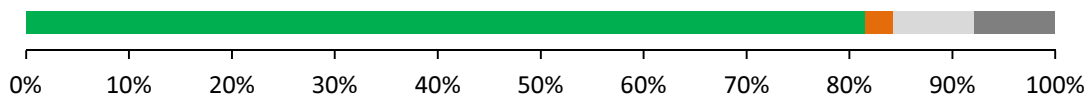


- RED - Number of children on the child protection register for over 12 months
- RED - Number of referrals to MARAC

#### PERFORMANCE MEASURES



#### IMPROVEMENT ACTIVITY



- ORANGE - LSCB/MARAC to map and model future support provision for domestic abuse

#### SUMMARY

The evidence suggests an excellent level of success protecting children, young people, and vulnerable adults from harm. More adults are safer because of adult protection services and there are lower child re-referrals rates in Denbighshire. The number of children on the child protection register for over 12 months has stabilised since 2011/12 at a higher level.

Now that the Families First Programme is well underway, it should have a positive impact on this outcome; however, the implementation of a "Talk To Me" suicide and self-harm prevention strategy is not progressing as planned. In addition, the fire data presenting the rate of accidental fires in Denbighshire and its local areas is more than 12 months out of date.

A few information gaps remain within the indicators (2) and improvement activity (3), which may affect the overall evaluation of this outcome. The known information highlights two areas of exception:

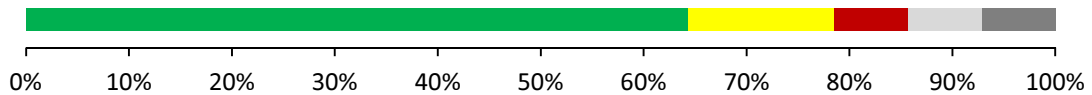
- The number of children on the child protection register is greater than the baseline but as stabilised since the increase in 2010/11.
- Referrals to MARAC reduced by 20% from the previous year. This was locally reported by the Community Safety Partnership as red.



## OUTCOME 8: DENBIGHSHIRE HAS A THRIVING & SUSTAINABLE ECONOMY & A SKILLED WORKFORCE

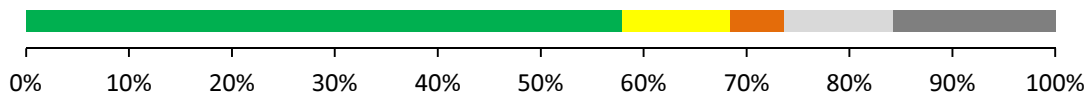
### [KEY](#)

#### INDICATORS

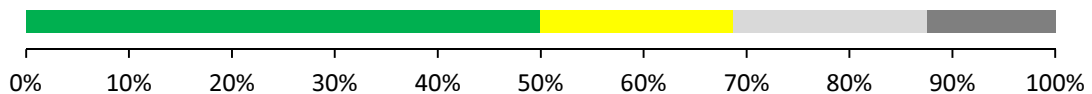


- RED - Number of volunteering opportunities

#### PERFORMANCE MEASURES



#### IMPROVEMENT ACTIVITY



#### SUMMARY

The evidence suggests a good level of success supporting businesses and social enterprises in Denbighshire with most indicators presenting better than baseline data. This is a positive message considering the economic environment. There is a time lag in the literacy and numeracy data for adults, which currently uses data for 2011/12.

The formal certification of the Millennium Volunteers in June 2013 shows a positive increase on the baseline when those figures are included.

A few information gaps remain within the indicators (1), performance measures (2), and improvement activity (3), which may affect the overall evaluation of this outcome. The known information highlights only one area of exception.

- There has been a reduction in the number of available volunteering opportunities from the baseline in 2010/11, although it has increased from a low in 2011/12.

### OUTCOME 1: OLDER PEOPLE LEAD INDEPENDENT AND FULFILLED LIVES

**What this means:** We will promote a positive and empowering image of ageing, moving towards a model of health and social care that addresses the needs of each individual as a whole. We want to enable older people to live independently and safely in their own home for as long as possible, using community-based support, reablement, and intermediate care. We will work together to reduce the need for health and social care, focusing on interventions in older people's communities.

#### SURVEY INDICATORS

---

- % satisfaction: the council helped me to live independently

#### INDICATORS

---

- % of adult population who can live independently aged 65+
- % of carers who were assessed or re-assessed in their own right and provided with a service
- % of carers whose health and wellbeing improves following support
- Number of older people participating in physical activity at Leisure Centres
- Rate of delayed transfers of care for social care reasons per 1,000 population aged 75+

#### PERFORMANCE MEASURES

---

- % of carers identified by the partnership
- % of carers who were offered an assessment in their own right during the year
- % of people who no longer need a social care service following reablement
- % of staff within the partnership area who have undertaken training
- Number of adult clients in receipt of assistive technology (aged 18 or over)
- Number of step-down patients within Enhanced Care

#### IMPROVEMENT ACTIVITY

---

- Develop a Regional Carers Strategy and action the new Carers Measure (Wales)
- Develop a single point of access, assessment and care co-ordination in Denbighshire
- Develop an accommodation strategy in partnership with housing
- Development of citizen directed approach to underpin the service
- Engaging with G.P surgeries in search of a Dementia Champion, either G.P. or Practice Nurse
- Enhancing the use of assistive technology to support adults to remain safe and independent
- Explore potential for supporting carers to recognise early onset signs
- Increase the number and range of people accessing the Home Enhanced Care Service
- Organising events in the community to raise awareness on Dementia
- Reduce poverty and promote economic well-being
- Structuring a Dementia Action Plan
- Support early intervention to help people self-manage their own chronic conditions
- Support the development of the North Wales Carers Strategy
- Support the work of Denbighshire's locality teams
- Training: collating information on training for medical staff, health care practitioners
- Work with colleges to provide social care and nursing training on dementia
- Work with the locality Matron to provide information resources for the District Nurses
- Working in partnership with the third sector

## OUTCOME 2: PEOPLE AND PLACES IN RHYL BENEFIT FROM REGENERATION ACTIVITY

**What this means:** Providing leadership and coordination to tackle the key challenges to the wellbeing and economic circumstance of people living in a deprived area, and to build the relationship between partners and the communities they serve. We must ensure regeneration is coordinated and people feel the benefits. “The concentration of deprivation in the poorest communities in Wales can necessitate a focus on place” (Child Poverty Strategy for Wales, 2011).

### INDICATORS

---

- % of pupils who achieve Level 2, inc. E/W and Maths at Blessed Edward Jones High School
- % of pupils who achieve Level 2, inc. E/W and Maths at Rhyl High School
- % of working age population claiming Jobseeker’s Allowance in Rhyl South West
- % of working age population claiming Jobseeker’s Allowance in Rhyl West
- Number of Rhyl Lower Super Output Areas in the top 5 most deprived areas in Wales
- Number of vacant town centre properties in Rhyl
- STEAM total revenue from tourism (coastal Denbighshire) (£m)
- STEAM tourism industry direct employment (coastal Denbighshire) (FTE)
- Tenure
- Town centre footfall
- Type of housing

### IMPROVEMENT ACTIVITY

---

- Communities First - improved health & wellbeing for all
- Communities First - promote a culture of learning
- Communities First - reducing inequalities in income and opportunity
- DCC (Live & Work in Rhyl) - Improving neighbourhoods in Rhyl
- DCC (Tourism) - Create new business and job opportunities
- DCC (Town Centre) - Create new business and job opportunities
- DCC (West Rhyl) - Create an attractive neighbourhood where people want to live
- Development of a model of care which is based on holistic needs and integrated working
- Explore and develop appropriate models of community health development workers
- Rhyl City Strategy - Linking workless people and employers
- Rhyl City Strategy - Tackle the lack of essential skills/qualifications focusing on key sectors
- Rhyl City Strategy - Development of new enterprise and growth of existing companies
- Target health developments to meet the identified health needs of the population

## OUTCOME 3: CHILDREN AND YOUNG PEOPLE IN DENBIGHSHIRE ACHIEVE AND HAVE SKILLS FOR LIFE

**What this means:** Enabling children and young people to achieve their potential to give them the best chance in life. This refers not only academic potential, but includes the skills necessary to help children and young people to take advantage of other opportunities in life. It means supporting our children and young people (including looked after children, young carers, disabled children and young people, children and young people in poverty, and high achievers) to participate effectively in education, employment, training or any other meaningful activity.

### INDICATORS

---

- % of children aged 16-18 Not in Education, Employment or Training
- % of further Education 16-19 learners, with literacy skills below Level 1
- % of further Education 16-19 learners, with numeracy skills below Level 1
- % of FSM learners achieving Level 2 threshold at KS4, inc. English/Welsh and Maths
- % of pupil attendance in primary schools
- % of pupil attendance in secondary schools
- % of pupils achieving A\* - C in GCSE Welsh as a Second Language Full Course
- % of pupils achieving A\* - C in GCSE Welsh First Language
- % of pupils achieving the level 2 threshold or vocational equivalents (all pupils)
- % of school days lost due to fixed-term exclusions in secondary schools
- Young carers attend and achieve at school

### PERFORMANCE MEASURES

---

- % attainment of young carers
- % attendance for under 5s
- % attendance of young carers
- % learners transferring to Welsh medium mainstream schools
- % of children increased their literacy/numeracy
- % of families receiving accreditation through the pilot scheme
- % of parents going into work as a result of the pilot scheme
- % of parents moving on to other learning as a result of the pilot scheme
- % of parents with improved basic skills as a result of the pilot scheme
- % of partners using the common identification tool
- % of seven-year-old children taught through the medium of Welsh
- % of young people who gain a record of achievement in welsh language/culture activity
- (DCC) % young carers assessments completed of all known young carers
- (Action for Children) % young carers assessments completed of all known young carers
- (DCC) Number of young carers referrals
- (Action for Children) Number of young carers referrals
- Income gains for young carers in families who receive Disabled Living Allowance
- Number localities with a Welsh language programme of activity in place
- Number of mothers with Post Natal Depression identified and supported
- Number of NEETs identified in the cohort provided with support
- Number of reported occurrences of identity based bullying in schools
- Number of young carers under 26 years raised above the 60% median income poverty line
- Number of young people contacted to raise the profile of Welsh language activity
- Number of young people engaging in Potensial Project
- Number settings with absence management policies in place
- REACH - % of young people contacted as a percentage of youth population

- REACH - % of young people gaining a recognised accreditation
- REACH - % of young people gaining recorded learning outcomes as a percentage of Reach
- URDD - % of young people with recorded learning outcomes in Welsh language and culture

## IMPROVEMENT ACTIVITY

---

- Continue to implement the Potensial Project
- Continue to work with partners to promote Welsh language
- Contribute to the development of a North Wales Peri Natal Mental Health Strategy
- Deliver a Families First funded family resilience project
- Develop a web based communication platform for providers
- Develop and implement an anti bullying strategy
- Ensure all settings implement an “absence” management policy for under 5s
- Ensure representation on EMHWP steering group and contribution to an EMHWP strategy
- Ensure that all mother’s mental health is assessed ante natal, post natal
- Implement a regional approach to commission young carers services
- Implement the Young Carers Strategy and respond to identified needs
- Improve identification of young carers and their support through a new referral process
- Improve the qualifications students receive in basic skills at the end of statutory education
- Offer “Rights 4 Life” assessments to all young carers and their families
- Pilot accredited family learning opportunities for families with children up to the age of 11
- Support families to ensure a timely transition from childcare provision to foundation phase
- Support the Denbighshire Engagement Group to coordinate opportunities for young NEET
- Support the development of Community Focused Schools
- Support the implementation of the Welsh in Education Scheme across schools and partners
- Supporting the delivery of general and vocational curriculum in three transformation areas
- Supporting the engagement of partners to enrich the basic and life skills in informal settings
- To develop support groups for mothers with post natal depression
- Work in partnership with Mudiad Meithrin to promote Welsh medium education

## OUTCOME 4: VULNERABLE FAMILIES IN DENBIGHSHIRE ARE SUPPORTED TO LIVE A LIFE FREE FROM POVERTY, WHERE THEY CAN BE INDEPENDENT AND FLOURISH

**What this means:** Fewer families will be living in poverty than would be the case if we were not focusing resources in this area. This also means that the most vulnerable children and families will have improved health, education, and economic outcomes and feel confident and optimistic about their futures. We realise that this is a tough aspiration. We are currently facing the most challenging economic climate seen in recent years, and during this time, we want to do as much as we can to cushion the effects of unemployment and reduced public spending on vulnerable families.

### INDICATORS

---

- % of 18-24 year olds claiming Jobseeker's Allowance
- % of children aged 16-18 Not in Education, Employment or Training
- % of children fully immunised by their 4th birthday
- % of children in poverty
- % of children in reception class who are overweight or obese
- % of FSM pupils who achieve the Core Subject Indicator at KS2
- % of FSM pupils who achieve the Foundation Phase Indicator
- % of FSM pupils who achieve the Level 2 threshold inc. English/Welsh & Maths
- % of half day sessions missed by FSM pupils in primary school
- % of half day sessions missed by FSM pupils in secondary school
- % of offenders who re-offend
- % of pupils achieving the expected Foundation Phase Outcome (Outcome 5+)
- % of service users with mental health needs who leave support to live independently
- Children in need by parental capacity (domestic abuse)
- First time entrants to Youth Offending Teams
- Number of homeless households with dependent children in temporary accommodation
- Number of households with dependent children accepted as eligible and in priority need
- Rate of conceptions under age 16 years per 1,000 female residents aged 13 - 15
- Rate of live births with a birth weight of less than 2500g

### PERFORMANCE MEASURES

---

- % increase in immunisation rates in areas of low uptake
- % of FIS customers satisfied with service received
- LAP/NAP % parents who are confident to support their child's language & numeracy skills
- LAP/NAP % parents who report improvement on parenting and/or child behaviour measures
- LAP/NAP % parents who report they are sharing a book with their child at least once a day
- LAP/NAP % parents who report they play more with their child
- Number of children and adults raised above UK poverty lines
- Number of children whose needs have lessened as a result of early intervention
- Number of contacts with families via email/telephone/outreach
- Number of Flying Start parent/carers enrolled
- Number of hits on FIS website
- Number of households raised out of fuel poverty
- Number of in depth enquiries
- Number of Parent Support Groups held
- Number of Parenting Operational Groups (POG) held
- Total confirmed State Benefit and Tax Credit gains (£m)

## IMPROVEMENT ACTIVITY

---

- Acceptable Behaviour Contracts & ABC meetings
- ASB Review Group meetings
- Deliver Families First funded childcare project
- Deliver Families First funded buddy service project
- Deliver Families First funded disability training programme for providers, parents and carers
- Deliver Families First funded family support project
- Deliver Families First funded Home/Community Play Development for Disabled Children
- Deliver Families First Income Maximisation project
- Deliver Families First Parenting project
- Develop an action plan to spend the childcare component of the School Effectiveness Grant
- Develop and deliver a multi agency immunisation plan
- Develop better linked networking and support groups including parent led support groups
- Implement actions prioritised by the Families First project board
- Motor Education Programme
- ONSET Assessment for Prevent
- PPO housing projects (HAG)
- Prevent and Deter
- Prolific and other Priority Offenders
- Promote flying start in the areas through with bookstart, language and play
- Review FIS and develop an action plan to implement the recommendations
- Support the delivery of supported housing projects
- Support the delivery of the house share crisis intervention project
- Support the implementation of the Acute Care Tenancy Support (ACTS) project
- Warning Letters
- Work in partnership with schools to provide immunisation programmes in all high schools
- Work together with parenting co-ordinator, operational group and families first learning set
- Working in partnership to ensure support for children with additional learning needs

## OUTCOME 5: NEEDS OF OUR RURAL COMMUNITIES ARE RECOGNISED & MET

**What this means:** People, including children and young people, living in rural areas will feel recognised, listened to, and valued. Whilst it is not always possible to ensure every service is available in every rural area, we will work with communities to understand which services are most important to them and how they can be delivered more effectively.

### SURVEY INDICATORS

---

- % of people that are satisfied with their local area as a place to live
- % of people that are satisfied with the cost of a journey
- % of people that are satisfied with the frequency of buses
- % of young people that are satisfied that buses arrive on time
- % of young people that are satisfied with the cost of a journey
- % of young people that are satisfied with the frequency of buses

### INDICATORS

---

- % of principal (A) and non-principal (B) and (C) roads that are in overall poor condition
- Number of rural entrepreneurial initiatives supported
- Number of tourists attracted to the region (coastal Denbighshire) (000s)
- Older people living in rural areas feel less isolated

### PERFORMANCE MEASURES

---

- % of Access to Advocacy service users that feel more confident following support
- Number of new and existing enterprises financially assisted
- Number of service users using the Access to Advocacy service

### IMPROVEMENT ACTIVITY

---

- Complete phase one to support the extension of the Llangollen railway into Corwen
- Denbighshire Rural Development Plan Partnership to deliver Axis 3 and Axis 4
- Enable communities to take control through community voice and participatory budgeting
- Establish the 'Village Agent' in four community / town councils
- Explore phase two options for a new station/complex at Corwen
- LSB to lobby nationally for improved broadband provision
- Promote public transport services and concessions through the new CLIC website
- Raise awareness of all advocacy services available in the county
- Review accessibility of buses - percentage with low floors, availability of accessible stops
- Review bus journeys from main population centres to regional A&E hospitals (<30mins)
- Rural Denbighshire Business Creation and Development Project
- With local communities, deliver two participatory budgeting projects



## OUTCOME 6: PEOPLE IN DENBIGHSHIRE HAVE HEALTHY LIFESTYLES

**What this means:** People living in Denbighshire will be healthy and make informed decisions that result in individuals feeling and being as healthy as possible. It also means individuals, families, and communities taking responsibility for their own health and wellbeing. The negative impacts of drinking, smoking, poor diet, taking risks with sexual health and inactive lifestyles will be reduced.

### INDICATORS

---

- % breastfeeding at 8 weeks
- % breastfeeding at birth
- % of adults in Denbighshire know how to look after their mental wellbeing
- % of adults in Denbighshire that are overweight
- % of adults who meet physical activity guidelines in the past week
- % of adults who reported being a current smoker (daily, occasional)
- Abortion rate under 18 per 100,000 females
- Conception rate under 18 per 100,000 females
- Number of individuals presenting with alcohol misuse issues
- Number of individuals presenting with substance misuse issues

### PERFORMANCE MEASURES

---

- % of identified front line staff trained in Smoking Brief Intervention Training
- % validated quit rate in Denbighshire at 4 weeks
- % completion rate for the 16 week National Exercise Referral Scheme
- % of childminders/playgroups who provide food in line with national nutrition guidelines
- % of nurseries that meet criteria for nutrition for preschools
- % of pregnant women/new mums with a BMI of 30
- % of schools with health drop in sessions that include sexual health services
- % of smokers in Denbighshire making a quit attempt via smoking cessation services
- % of teachers and youth workers who are confident dealing with substance misuse incidents
- % of young people with knowledge of the health risks of legal and illegal substances
- % of young people with knowledge of the psychological risks of legal and illegal substances
- % of young people who have knowledge of the social impact of illegal and legal substances
- % settings that report HPSS making a positive difference to the setting
- % uptake 4 in 1 (Pre-School Booster) at 5 years of age
- % uptake 5 in 1 at 1 year of age
- % uptake MMR 1st dose (by 16 years of age)
- % uptake MMR 1st dose at 2 years of age
- % uptake MMR 2nd dose (by 16 years of age)
- % uptake MMR 2nd dose at 5 years of age
- % uptake of 3 in 1 teenage booster
- % uptake of HPV 3rd dose for Year 8
- Number of attendances at leisure activities by disabled people
- Number of children and young people receiving SRE education sessions
- Number of children supported through Healthy Pre School scheme across the county
- Number of early years settings achieving Healthy & Sustainable Preschool Scheme
- Number of older people participating in physical activity and wellbeing opportunities
- Number of premises registered with breastfeeding welcome scheme
- Number of settings implementing Healthy Pre School scheme across the county
- Number of SRE education sessions delivered
- Number of teachers/youth workers who have received substance misuse training
- Number of teachers/youth workers/support staff trained in sexual health education

- Number of times support has been provided to schools during substance misuse incidents
- Number of visits from people aged 16 and under who participate in the Free Swim Initiative
- Number of visits from people aged 60 and over who participate in the Free Swim Initiative
- Number of young people participating in substance misuse sessions
- Number of parents reporting a positive difference to their child's health and well being
- Number settings providing the c card scheme
- Number volunteers trained to deliver peer support groups

## IMPROVEMENT ACTIVITY

---

- All key front line staff to provide advice on smoking dangers and passive smoking issues
- Basic Drug and Alcohol Awareness Training
- Continue to deliver 'Let's walk Denbighshire' programme
- Continue to deliver GP referral scheme
- Continue providing immunisation programmes in all high schools
- Continue to support the delivery of evidence based healthy eating initiatives
- Contraceptive advice and pregnancy testing is available in all high schools
- Contribute to the development of the national HSS database
- Contribute to the maternal obesity strategic group, with a focus on maternal obesity
- Deliver free-swim initiative to under 16 and over 60s across the county
- Deliver sex and relationship education in year 6
- Deliver sex and relationship education in Year 9
- Delivery of Choose Life presentations
- Develop a comprehensive Tobacco Control Plan for Denbighshire and implement plan
- Develop and deliver a multi agency targeted plan to achieve national immunisation target
- Develop and implement Creating an active Denbighshire Action Plan
- Develop smoke free policies for children's playgrounds, sports grounds and schools
- Develop the disability coordinator role in order to promote inclusively of activities
- Development of "Talk to Me" suicide and self-harm prevention strategy
- Dewi Sant Centre
- Following the review of Play provision, oversee the development of an action plan
- Harm Reduction Team Service
- Identify and train volunteers to offer breastfeeding peer support
- Implementation of a whole school approach to Alcohol Misuse Prevention
- Implementation of Empower to Choose project (Long acting reversible contraception LARC)
- Increase the number of premises as members of the breastfeeding Welcome Scheme
- Motivational Enhancement Team Service
- Night Shelter
- Pilot project to improve SRE at transition between primary and secondary school
- Shared Care Service
- Support extension of C-card scheme across the county in appropriate venues
- Support the extension of school-based sexual health advice through school nurses
- Support the implementation of the Healthy Pre School Scheme
- Train and support teachers, youth workers, and staff in sexual health education (special)
- Train and support teachers, youth workers, and staff in sexual health education (normal)
- Train key front line staff to record smoking status, advise and refer pregnant women
- Work with Social Services to enhance opportunities for older people
- Young Persons substance Misuse Service

## OUTCOME 7: CHILDREN, YOUNG PEOPLE AND VULNERABLE ADULTS IN DENBIGHSHIRE ARE SAFE

**What this means:** That children, young people, and vulnerable adults are protected from abuse, neglect, discrimination, and exploitation, in addition to living in safe and secure housing. Parents, carers, families, communities and services all have a role to play in keeping them safe and helping them keep themselves and each other safe.

### INDICATORS

---

- % of adult protection referrals completed where the risk has been managed
- Age-standardised mortality rates per 100,000 population (suicide)
- Number of 0-18 year olds admitted to hospital as an emergency due to injury or poisoning
- Number of agencies / staff trained to use CAADA DASH RIC2
- Number of children on the child protection register for over 12 months
- Number of injuries from accidental fires in dwellings - Denbighshire
- Number of injuries from accidental fires in dwellings - Rhyl
- Number of prosecutions for environmental crime carried out by the Local Authority
- Number of referrals to MARAC
- The rate of accidental fires in dwellings - Denbighshire (per 1,000)
- The rate of accidental fires in dwellings - Rhyl South West (per 1,000)
- The rate of accidental fires in dwellings - Rhyl West (per 1,000)
- The rate of all crime recorded by North Wales Police per 1,000 population
- The rate of children injured on the road per 1,000 population

### PERFORMANCE MEASURES

---

- % of front line staff trained in Home Safety Awareness
- Number of children in safer environments after home safety equipment installations
- Number of home fire safety checks throughout the county
- Number of referrals for installation of home safety equipment and checks

### IMPROVEMENT ACTIVITY

---

- Alcohol Controlled Areas
- Anti Social Behaviour Officer
- Anti-Social Behaviour and Licensing Tasking
- CAADA DASH RIC Agency Training
- Community Mobilization
- Deliver a local Talk to Me action plan
- Deliver the Phoenix Project
- Deliver the Rhyl South West/Rhyl West Home Fire Safety Project
- Domestic Abuse Forum
- Effective Signage
- Effective use of CCTV
- Effective use of intelligence
- Emrys Ap Iwan
- Graffiti Removal and Clean ups
- Independent Domestic Violence Coordinator (IDVA)
- Local Safeguarding Children Board
- LSCB to ensure staff can use the revised Mental Health and Substance Abuse Protocol
- LSCB to ensure adequate mechanisms to identify and support vulnerable people
- LSCB and MARAC Steering Group to map and model future provision for domestic abuse

- Management of the night time economy
- Multi Agency Risk Assessment Conference
- Multiagency Visit to Licensed Premises
- Neighbourhood Management
- Neighbourhood Watch
- Operation SANTA
- Provide home safety assessments to prioritised households and rectify home safety issues
- Provide targeted injury prevention training to key workers with children and young people
- Raise awareness of abuse and neglect in vulnerable adults
- Reclaim the Night Domestic Abuse and Sexual Awareness Raising Event
- Safer Homes
- Safer Towns Award
- School Community Police Officers
- Secure by Design
- Smartwater
- Teenage Relationship & Sexual Violence
- Test purchasing
- White Ribbon Relay
- Work to increase agency referrals of the people most at risk for Home Fire Safety Checks

## OUTCOME 8: DENBIGHSHIRE HAS A THRIVING AND SUSTAINABLE ECONOMY AND A SKILLED WORKFORCE

**What this means:** That businesses and social enterprises in Denbighshire will be prosperous and fit for our communities now and in the future, and the county will have a skilled and supported workforce. Infrastructure in the county will be suited to the needs of external investors and will be business friendly, attracting more opportunities to Denbighshire. “A robust recovery by the wider private sector is therefore vital to helping people into work and to tackling child poverty (Child Poverty Strategy for Wales, 2011).

### INDICATORS

---

- % of children aged 16-18 Not in Education, Employment or Training
- % of enterprise survival rates in Denbighshire after one, two and three years (2009)
- % of further Education 16-19 learners with literacy skills below Level 1
- % of further Education 16-19 learners with numeracy skills below Level 1
- % of pupils achieving the level 2 threshold inc. English/Welsh and maths (all pupils)
- % of working age population, aged 16-64, in employment
- Adults in Denbighshire have good basic skills
- Number of Denbighshire public and 3<sup>rd</sup> sectors providing volunteering opportunities
- Number of hours spent by young people participating in the Millennium Volunteer Scheme
- Number of new and existing enterprises financially assisted
- Number of public and 3<sup>rd</sup> sectors achieved investing in volunteers award
- Number of public and 3<sup>rd</sup> sectors working towards investing in volunteers award
- Number of volunteering opportunities
- Number of young people engaged with the Millennium Volunteer Scheme

### PERFORMANCE MEASURES

---

- % of people successfully returning to work after a period of sickness absence
- % of people who believed Fit for Work Scheme had helped them return more quickly
- % of people who believed they would still be able to do their current job six months later
- % of people with learning disability/physical/sensory impairment in work placements
- % of people with learning disability/physical/sensory impairment gained qualifications
- % of people with learning disability/physical/sensory impairment working to qualifications
- % of unemployed beneficiaries of the Digital Inclusion project completing First Click
- % of volunteering placements filled as a percentage of those advertised
- Number of volunteer coordinators
- Number of volunteers managed by Volunteer Coordinators in the public and 3<sup>rd</sup> sectors
- Number of young people engaging in Potential Project
- Number people supported by Fit for Work
- Number of people with learning disability/physical/sensory impairment in work placement
- Number of people with learning disability/physical/sensory impairment participating
- Number of people with learning disability/physical/sensory impairment positive outcomes
- REACH - % of young people contacted as a percentage of youth population
- REACH - % of young people gaining a recognised accreditation
- REACH - % of young people gaining recorded learning outcomes
- Total sales revenue for work opportunities businesses (£)

### IMPROVEMENT ACTIVITY

---

- Complete LSB project to map NEET
- Continue to deliver and develop New Work Connections

- Deliver the Digital Inclusion Project
- Deliver the Joint LSB's Financial Inclusion Project
- Deliver the LSB Workforce Development Project
- Improve basic skills within identified geographic "hot spot" areas
- Improve the qualifications students receive in basic skills at the end of statutory education
- Improve tracking of 19+ NEETs
- Map volunteering in DCC to develop policies and procedures to support/reward volunteers
- Produce 10 case studies exploring benefit of volunteering to the volunteer and organisation
- Promote use of Local Labour Agreements and Community Benefit Clauses in procurement
- Promote volunteering opportunities, work experience, and internships
- Support FFW extension in terms of geographical area, eligibility criteria and lifespan
- Support the development of new markets for work opportunities across Denbighshire
- Supporting the engagement of partners to enrich the basic and life skills
- Work placements for people with a learning disability/physical/sensory impairment

|                                 |                                                                                                        |
|---------------------------------|--------------------------------------------------------------------------------------------------------|
| <b>Adroddiad i'r:</b>           | <b>Pwyllgor Archwilio Partneriaethau</b>                                                               |
| <b>Dyddiad y Cyfarfod:</b>      | <b>6 Chwefror 2014</b>                                                                                 |
| <b>Aelod/Swyddog Arweiniol:</b> | <b>Aelod Arweiniol dros Ofal Cymdeithasol /<br/>Cyfarwyddwr Corfforaethol, Moderneiddio a<br/>Lles</b> |
| <b>Awdur yr Adroddiad:</b>      | <b>Rheolwr, Canolfan Gomisiynu Gogledd Cymru</b>                                                       |
| <b>Teitl:</b>                   | <b>Adroddiad Blynyddol Canolfan Gomisiynu<br/>Gogledd Cymru</b>                                        |

---

## **1. Am beth mae'r adroddiad yn sôn?**

Rhoi'r wybodaeth ddiweddaraf am waith Canolfan Gomisiynu Gogledd Cymru (CGGC) a rhannu cynnwys ei Adroddiad Blynyddol cyntaf.

## **2. Beth yw'r rheswm dros lunio'r adroddiad hwn?**

Darparu gwybodaeth am waith Canolfan Gomisiynu Gogledd Cymru

## **3. Beth yw'r Argymhellion?**

Gofynnir i aelodau ystyried a rhoi sylwadau ar waith CGGC fel y disgrifir yn yr Adroddiad Blynyddol.

## **4. Manylion am yr adroddiad**

Mae CGGC yn brosiect ar y cyd rhwng 6 Chyngor gogledd Cymru a Bwrdd Iechyd Prifysgol Betsi Cadwaladr. Mae'n unigryw yng Nghymru gan ei fod yn cynnwys gwasanaethau plant ac oedolion ac mewn partneriaeth â'r GIG. Mae'n cael ei chynnal gan Gyngor Sir Ddinbych ac yn atebol i Fwrdd Rheoli, a gadeirir gan Sally Ellis. Mae Rheolwr CGGC yn darparu adroddiadau diweddarau rheolaidd i Fwrdd y Rhaglen Iechyd a Chymdeithasol.

Mae gan CGGC bedair prif swyddogaeth:

- Sicrhau gwerth am arian yn y lleoliadau cost uchel presennol
- Dod o hyd i leoliadau newydd trwy broses agored a sicrhau gwerth am arian
- Cydlynu ymagwedd ranbarthol a monitro ansawdd darpariaeth cartrefi gofal
- Comisiynu strategol, gan weithio gyda phartneriaid i ddatblygu'r farchnad i sicrhau y gall gwasanaethau fodloni'r galw ar hyn o bryd ac yn y dyfodol

## **5. Sut mae'r penderfyniad yn cyfrannu at y Blaenoriaethau Corfforaethol?**

Mae CGGC yn cyfrannu at y Blaenoriaethau Corfforaethol canlynol:

- Mae pobl ddiamddiffyn yn cael eu diogelu ac yn gallu byw mor annibynnol â phosibl
- Moderneiddio'r cyngor i sicrhau effeithlonrwydd a gwella gwasanaethau ar gyfer ein cwsmeriaid

## **6. Faint fydd hyn yn ei gostio a sut bydd yn effeithio ar wasanaethau eraill?**

Yn 2012/13, cyfraniad Cyngor Sir Ddinbych i'r gost flynyddol o gynnal CGGC oedd £11,113

Mae Cyngor Sir Ddinbych yn derbyn £20,000 gan bartneriaid tuag at gostau cynnal tîm y Ganolfan.

Hyd yma, mae Cyngor Sir Ddinbych wedi canfod gwerth £44,922 o arbedion (dros gyfnod o 3 blynedd, gan gynnwys 12/13 a 13/14 yn cynnwys osgoi costau o £1,608).

Mae CGGC yn monitro ansawdd gofal mewn 25 o gartrefi gofal yn Sir Ddinbych ar ran y Cyngor.

## **7. Beth yw prif gasgliadau'r Asesiad o Effaith ar Gydraddoldeb a gwblhawyd ar gyfer y penderfyniad? Dylid cynnwys templed yr Asesiad o Effaith ar Gydraddoldeb a gwblhawyd fel atodiad i'r adroddiad.**

Cynhaliwyd asesiad o effaith ar gydraddoldeb pan ysgrifennwyd yr Achos Busnes Llawn i ddatblygu'r Ganolfan. Nid oes angen ailadrodd hwn.

## **8. Pa ymgynghori a gwblhawyd gydag Archwilio ac eraill?**

Ymgynghorwyd â phob partner ar yr Achos Busnes Llawn. Mae CGGC yn darparu adroddiadau rheolaidd i Fwrdd y Rhaglen Iechyd a Chymdeithasol ac yn ymgynghori â darparwyr a phartneriaid, gan gynnwys staff rheng flaen yn rheolaidd.

## **9. Datganiad y Prif Swyddog Cyllid**

Amherthnasol

## **10. Pa risgiau sy'n bodoli ac a oes unrhyw beth y gallwn ei wneud i'w lleihau?**

Mae asesiad risg mewn grym ac yn cael ei fonitro gan Fwrdd Rheoli CGGC

## **11. Pŵer i wneud y Penderfyniad**

Mae erthyglau 6.3.3(b) a 6.3.4(ch) yn amlinellu pwerau Archwilio mewn perthynas â'r mater hwn.

### **Swyddog Cyswllt:**

Rheolwr

Canolfan Gomisiynu Gogledd Cymru

Ffôn: 01824 706637



**Canolfan Comisiynu Gogledd Cymru**



**Adroddiad  
Blynyddol**

**Hydref 2013**

## Cynnwys

- Rhagair
- Crynodeb Gweithredol

1. Cyflwyniad

2. Cyd-destun Cefndir: beth ddywedodd yr Achos Busnes Llawn

3. Adroddiad Cynnydd ar draws 4 swyddogaeth allweddol

4. Risgiau Allweddol

5. Symud ymlaen

- Atodiadau

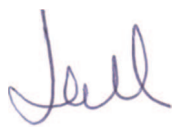
## Rhagair

Mae Canolfan Comisiynu Gogledd Cymru, a oedd am y tro cyntaf yn Hydref 2012 wedi'i staffio'n llawn, yn ddatblygiad newydd hanfodol yn y maes gofal cymdeithasol ac iechyd. Mae nid yn unig yn cyflenwi lleoliadau o ansawdd gwell i ddefnyddwyr gwasanaethau sydd ag anghenion lefel uchel, ond mae hefyd yn helpu i newid gwasanaethau, gan weithio gydag awdurdodau lleol, y Bwrdd Iechyd a darparwyr. Un esiampl yw datblygu gwasanaethau sy'n galluogi pobl i symud ymlaen o ofal preswyl a byw mewn lleoliadau yn y gymuned. Mae'r Ganolfan yn sicrhau arbedion, rhywbeth hollbwysig mewn adeg o gynildeb ariannol, ond mae hefyd yn ein galluogi i ddefnyddio cyd adnoddau'n well.

Ni fu'n hawdd cyflawni hyn. Mae'r Ganolfan yn dwyn ynghyd saith o bartneriaid- y chwe awdurdod lleol yng Ngogledd Cymru a Bwrdd Iechyd Lleol Betsi Cadwaladr ac nid ydym wastad wedi cytuno. Ond rydym wedi glynu wrth yr egwyddor mai gweithio gyda'n gilydd yw'r ffordd orau o sicrhau gwelliannau i rai o'r bobl fwyaf agored i niwed yng Ngogledd Cymru. Ac, yn ystod y flwyddyn gyntaf hon yn gweithredu, er bod data gwael, ein hanallu i gysoni prosesau, a chyflymdra datblygiadau wedi gwneud i ni deimlo'n rhwystredig, rydym wedi parhau i gredu hyn, magu hyder drwy lwyddiannau ymarferol ac, yn wir, gweld cyfleoedd pellach i elwa drwy weithio'n gydweithredol.

Mae'r tîm, dan arweiniad Vicky Poole, wedi bod yn arbennig iawn o ran eu gafael ar dasg anodd a'u dyfalbarhad i sicrhau cynnydd mewn maes sy'n newydd i ni oll.

Rydym yn ddiolchgar iawn iddynt am y camau breision ymlaen a wnaed yn y flwyddyn gyntaf ac edrychwn ymlaen at gyflenwi yn yr ail flwyddyn.



Sally Ellis

Cadeirydd Bwrdd Rheoli CCGC

## **Crynodeb Gweithredol**

Partneriaeth rhwng y chwe awdurdod lleol yng Ngogledd Cymru a Bwrdd Iechyd Prifysgol Betsi Cadwaladr yw Canolfan Comisiynu Gogledd Cymru (CCGC). Mae CCGC yn gyfrifol am gomisiynu lleoliadau uchel o ran costau, isel eu nifer mewn cartrefi gofal i blant, pobl ifanc ac i oedolion ag anableddau dysgu, awtistiaeth, anableddau corfforol ac anghenion iechyd meddwl.

Bu'n gweithredu ers 12 mis bellach, a dyma'i Adroddiad Blynyddol cyntaf.

Mae gan y Ganolfan bedair prif swyddogaeth:

- Sicrhau gwerth am arian gyda'r lleoliadau presennol
- Cyrchu lleoliadau newydd
- Cydgasglu gwybodaeth am gartrefi gofal a monitro eu hansawdd
- Comisiynu strategol a hwyluso'r farchnad.

I grynhoi, mae'r Ganolfan wedi arbed £635k yn y blwyddyn gyntaf ac mae tîm y Ganolfan yn hyderus y caiff y rhagolwg o arbedion yn yr achos busnes gwreiddiol, a oedd yn £1.1-£2 miliwn, ei gyflawni o fewn y ffrâm amser tair blynedd disgwylidig. Mae CCGC wedi cyrchu 152 o leoliadau newydd; wedi datblygu fframwaith monitro rhanbarthol ac wedi cynnal ymweliadau monitro mewn 21 o gartrefi.

Mae'r tîm wedi mapio'r ddarpariaeth ar draws y rhanbarth, wedi gweld bylchau ac wedi ysgrifennu amrywiol fanylebau gwasanaeth sy'n ategu datblygu dau fframwaith cymeradwy rhanbarthol er mwyn datblygu'r farchnad yn well a bodloni anghenion pobl ag anghenion cymhleth.

## 1. Cyflwyniad

Mae Canolfan Comisiynu Gogledd Cymru (CCGC) bellach wedi bod yn weithredol ers 12 mis a dyma'i Adroddiad Blynyddol cyntaf.

Partneriaeth rhwng y chwe awdurdod lleol yng Ngogledd Cymru a Bwrdd Iechyd Prifysgol Betsi Cadwaladr yw Canolfan Comisiynu Gogledd Cymru. Mae CCGC yn gyfrifol am gomisiynu lleoliadau mewn cartrefi gofal i blant, pobl ifanc ac oedolion sydd ag ystod benodol o anghenion cymhleth o ran gofal cymdeithasol, addysg ac iechyd.

Mae gan y Ganolfan 3.75 aelod staff

- Rheolwr
- Swyddog Comisiynu a Chaffael
- Swyddog Monitro Ansawdd (0.75 FTE)
- Swyddog Adnoddau a Data

Mae'r Ganolfan hefyd wedi llwyddo yn ei chais i leoli Swyddog Gweithredol Caffael dan hyfforddiant dan nawdd Llywodraeth Cymru am 12 mis, ac mae hyn wedi darparu capasiti ychwanegol sydd i'w groesawu yn ogystal ag wedi darparu'r cyfle i feithrin cysylltiadau agosach gydag arbenigwyr caffael.

Mae cyllideb weithredol flynyddol CCGC yn £184,000 sy'n cynnwys cyfraniadau gan y 7 aelod partner.

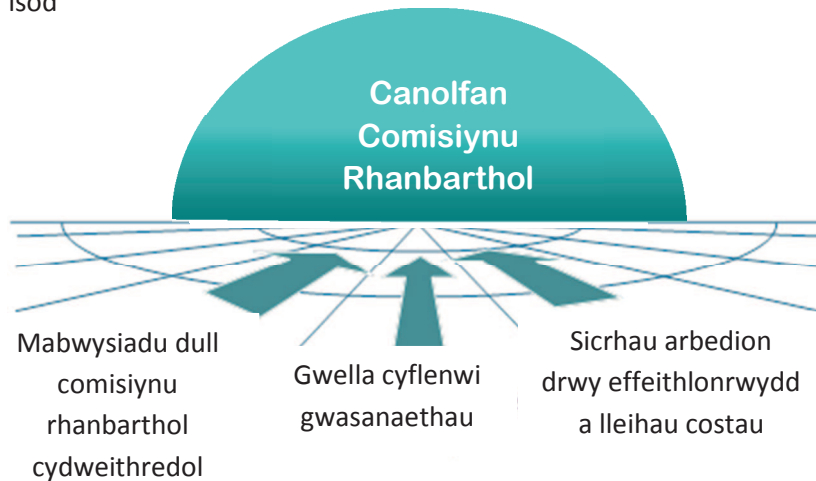
Cyngor Sir Ddinbych yw'r corff sy'n cynnal y tîm a sefydlwyd trefniadau llywodraethu cadarn sydd wedi'u hategu gan Gytundeb Partneriaeth ffurfiol. Caiff Rhaglen waith CCGC (atodiad 1) ei goruchwyllo gan y Bwrdd Rheoli, sy'n cyfarfod bob dau fis (atodiad 2) dan gadeiryddiaeth Sally Ellis, Cyfarwyddwr Corfforaethol, Cyngor Sir Ddinbych.

Y gwasanaethau sydd o fewn cwmpas CCGC ar hyn o bryd yw Cartrefi Gofal, Cartrefi Gofal gyda Nyrsio i Oedolion ag anghenion iechyd meddwl, anabledau dysgu, anabledd corfforol neu anaf a gafwyd i'r ymennydd a Chartrefi Gofal (gan gynnwys Addysg) i Blant a Phobl Ifanc. Tybiwyd bod y rhain 'o fewn y cwmpas' am ddau brif reswm:

- Mae gan y Cartrefi leoliadau o bob cwr o'r rhanbarth oherwydd y galw cymharol isel gan y siroedd unigol
- Mae'r Cartrefi yn codi ffioedd uwch na'r rheini a delir i gartrefi gofal safonol

## 2. Cyd-destun Cefndir

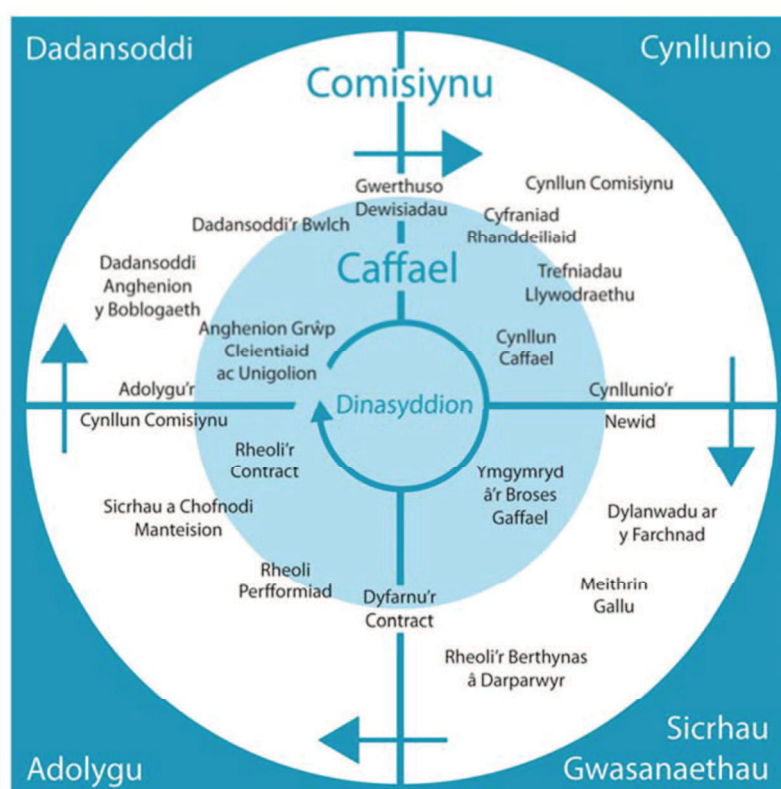
Sefydlwyd CCGC ar ôl datblygu Achos Busnes Amlinell a Llawn yn Ionawr 2012. Roedd yr Achos busnes llawn (ABLI) yn datgan yr egwyddorion dylunio y datblygwyd y Ganolfan arnynt fel y gwelir isod



- Rhaid i'r cydweithredu ganiatáu ar gyfer atebolrwydd, hyblygrwydd a chyflenwi lleol
- Pwyslais ar uniondeb, ansawdd a chanlyniadau
- Rhaid i'r trefniadau cydweithredol roi gofalwyr ac anghenion unigolion wrth wraidd y comisiynu.
- Sicrhau'r gwerth gorau am arian, o safbwynt comisiynu a chyflenwi
- Safoni pryd bynnag y bo hynny'n bosibl (data, prosesau a chanlyniadau'n benodol)
- Dylai pob proses a fframwaith gefnogi cydweithredu
- Gwneud pethau unwaith fel rhanbarth pryd bynnag y bo hynny'n bosibl
- Dylai'r penderfyniadau fod wedi'u seilio'n gadarn ar wybodaeth a dealltwriaeth
- Rheoli'r farchnad fel un rhanbarth sy'n cefnogi economi Gogledd Cymru
- Rhaid i bawb fod ar ei ennill yn sgil y cydweithredu (neu o leiaf ni ddylai neb fod ar ei golled)
- Adeiladu ar yr arferion da sy'n bodoli eisoes
- Rhaid sicrhau adnoddau ar gyfer newid a'i reoli'n briodol
- Mae angen i'r cydweithredu adlewyrchu anghenion diwylliannol ac iaith.

Roedd yr ABLI hefyd yn datgan y dylai'r Ganolfan ganolbwyntio ar wasanaethau uchel o ran costau, isel eu nifer ar draws yr elfennau canlynol yn y cylch comisiynu a gynhwysir yn Fframwaith Comisiynu Llywodraeth Cymru ar gyfer y Gwasanaethau Cymdeithasol:

- Dadansoddi a chynllunio;
- Caffael; a
- Monitro ac adolygu



O fewn y fframwaith hwn, cytunodd y partneriaid ar set o nodau a chanlyniadau allweddol i CCGC eu cyflawni; maent i'w gweld isod er mwyn adrodd ar y cynnydd yn erbyn y rhain.

### Canlyniadau

- Gwell canlyniadau i bobl ag anghenion iechyd a gofal cymdeithasol cymhleth
- Darpariaeth gwasanaethau o well ansawdd
- Gwell gwerth am arian
- Gwell rheolaeth dros y farchnad

- Perthynas gytbwys gyda darparwyr gwasanaethau
- Gwell dewis o wasanaethau sy'n hybu annibyniaeth a chynhwysiant i fodloni anghenion pobl ag anghenion iechyd a gofal cymdeithasol cymhleth.

### **Nodau**

- Sicrhau gwasanaethau iechyd a gwasanaethau awdurdodau lleol o well ansawdd i blant ac oedolion agored i newid- i ddechrau mewn lleoliadau uchel o ran costau, isel eu nifer
- Sicrhau gwell gwerth am arian ar gyfer gwasanaethau iechyd a gwasanaethau awdurdodau lleol
- Rhannu a chydlynu gwybodaeth a hysbysrwydd a chynllunio gyda'n gilydd mewn meysydd gwasanaeth y mae gennym oll ddiddordeb ynddynt
- Comisiynu gwasanaethau lleol a gwahanol sy'n hybu annibyniaeth a chynhwysiant a gwerth da am arian
- Datblygu a chynnal darpariaeth gynaliadwy yng Ngogledd Cymru er mwyn bodloni'r anghenion heddiw ac i'r dyfodol

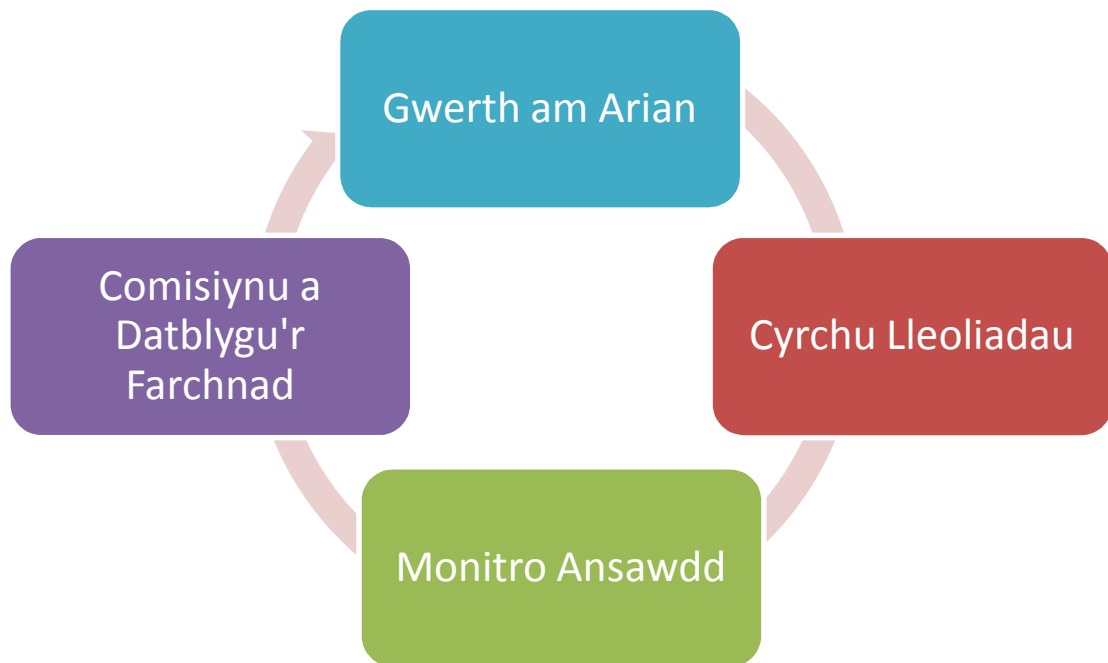
**Caiff y rhain eu cefnogi gan 15 o Amcanion sydd wedi'u datgan yn ddiweddarach yn yr adroddiad hwn.**

O gyflawni'r rhain, mae cyfanswm manteision ariannol gros disgwylidig yr ABLI yn amrywio o oddeutu £1.1m i £2m dros gyfnod 3 blynedd gydag arbedion net o £0.9m i £1.8m.



### 3. Adroddiad Cynnydd

Wrth i'r Ganolfan recriwtio ei thîm a dod yn gwbl weithredol daeth yn amlwg, er mwyn gallu bodloni'r amcanion a'r canlyniadau uchod, fod angen iddi ddatblygu ar draws pedair swyddogaeth allweddol rhyng-gysylltiedig fel y gwelir isod.



Adlewyrchir y rhain yn y rhaglen waith flynyddol ac mae'r adroddiad hwn yn awr yn ystyried pob swyddogaeth yn ei thro, gan roi manylion yr hyn a gyflawnwyd a'r meysydd sydd i'w datblygu i'r dyfodol.

## Gwerth am Arian

**Amcanion yr ABLI:** Datblygu strategaethau caffael ar gyfer gwasanaethau sydd o fewn y cwmpas er mwyn sicrhau'r gwerth gorau posibl am arian.

*Cyd-drafod gyda'r darparwyr ar ran y partneriaid er mwyn sicrhau'r gwerth gorau am arian*

Hyd yma mae CCGC wedi sicrhau arbedion ariannol o £635,000 (ac arbedwyd £600,000 yn ychwanegol drwy waith blaenorol gyda Chartrefi Gofal Anabledd Dysgu) ac arbedwyd £171,000 pellach drwy osgoi costau (h.y. cyd-drafod y gost cyn gwneud lleoliadau). Mae'r cyfanswm o £1.2 miliwn yn gyfartal â'r hyn a nodwyd fel targed yn yr Achos Busnes (a oedd yn cynnwys yr arbedion Anabledd Dysgu blaenorol).

Yn ogystal, drwy fabwysiadu safiad rhanbarthol o gynnydd o 0% ar leoliadau uchel eu cost, mae'r partneriaid wedi arbed oddeutu £740,000 drwy osgoi costau.

Er ei bod yn anodd rhagweld arbedion yn fanwl gywir i bob partner yn y tymor byr gan fod y lleoliadau'n newid yn wythnosol, mae CCGC yn hyderus y bydd yn cyrraedd y targed 3 blynedd o £1.1 – £2m.

Er bod gwaith cynnar ar gyd-drafod ffioedd wedi sicrhau arbedion drwy ddefnyddio dulliau Cadw Cyfrifon Agored, nid oedd y dull hwn ond yn edrych ar gost lleoliadau ac ni ystyria'r ansawdd na'r canlyniad i'r defnyddwyr gwasanaethau. Felly, drwy weithio'n agos gyda'r holl bartneriaid, mae CCGC wedi bod yn datblygu dull mwy cynaliadwy o gael gwerth am arian yn seiliedig ar ddarparu gwasanaethau wedi'u 'haddasu i'r maint iawn'. Mae'r fethodoleg hon yn asesu'r lefel gefnogaeth a ddarperir, y canlyniadau i'r bobl sy'n byw yn y Cartref a'r ffioedd a delir er mwyn penderfynu a yw'r Cartref yn darparu Gwerth am Arian.

Er bod y dull hwn yn dal i gael ei ddatblygu, mae potensial sylweddol i sicrhau arbedion a chanfod hefyd lle y gallai defnyddwyr gwasanaethau fod yn barod i symud i leoliadau gwasanaeth mwy annibynnol. Mae'r dull hwn yn defnyddio'r gwersi a ddysgwyd oddi wrth ddull tebyg a ddefnyddiwyd yn ne-ddwyrain Cymru ar gyfer gwasanaethau byw â chefnogaeth. Mae CCGC hefyd wedi defnyddio tystiolaeth o waith a wnaed ledled Lloegr ac yng Nghymru ar Asesiadau o Gyfleoedd (Alder, 2013)

mewn gwasanaethau anabled dysgu a bwysleisiai ar yr angen i **ganolbwyntio ar y canlyniadau ac y daw'r arbedion yn eu sgil.**

### **Astudiaeth Achos Addasu i'r Maint lawn**

Mae gan Gartref gofal *Orange* 32 o leoliadau o blith oedolion iau ag anghenion cymhleth o bob cwr o ogledd Cymru. Mae gwerth blynyddol y lleoliadau hyn yn dros £1 filiwn. Drwy Addasu i'r Maint lawn, rydym wedi dadansoddi pob lleoliad, yr anghenion, y canlyniadau a'r ffi a delir a faint o staffio 1:1 ychwanegol y telir amdano. Dangosodd hyn ein bod gyda'n gilydd yn prynu nifer sylweddol o oriau staffio am gost o £1600 yr wythnos. O ddadansoddi'r hyfforddiant a ddarparwyd i'r staff, gwelwyd nad oeddent yn cael eu hyfforddi'n ddigonol i fodloni anghenion cymhleth y defnyddwyr gwasanaethau a bod hyn yn arwain at lefelau staffio uwch na'r angen. Rydym wedi dechrau trafod gyda'r darparwr i newid eu model gwasanaeth, cynyddu hyfforddiant y staff a lleihau lefel y staffio 1:1, a bydd hyn oll yn arwain at ffioedd is.

Un o'r gwersi allweddol a ddysgwyd dros y flwyddyn diwethaf yw'r rôl hollbwysig y mae ymarferwyr rheng flaen yn ei chwarae i ddatblygu comisiynu cynaliadwy ledled y rhanbarth. Mae gweithwyr cymdeithasol a nyrsys yn adolygu'r holl leoliadau o leiaf yn flynyddol ac mae'n bwysig rhoi mwy o her i'r broses hon fel ein bod yn sicrhau bod darparwyr yn mynd ati i alluogi pobl i fod mor annibynnol â phosibl a symud ymlaen i wasanaethau megis tenantiaethau â chefnogaeth lle mae ganddynt fwy o ddewis a rheolaeth pryd bynnag y bo hynny'n bosibl. Hyd yn oed os nad yw'r bobl yn barod eto i symud ymlaen, mae'n hanfodol ystyried a ellir gostwng lefel y gefnogaeth er mwyn hyrwyddo'u hannibyniaeth.

Mae CCGC hefyd wedi dysgu na all ddefnyddio'r un dull ar draws pob maes gwasanaeth gan fod amodau'r farchnad yn amrywio, er enghraifft, lle ceir prinder darpariaeth, saif cydbwysedd y rheolaeth gyda'r darparwyr sy'n gallu codi ffioedd uwch na phan geir mwy o ddewis yn y farchnad.

Yn olaf, bu'r tîm yn cydgasglu gwybodaeth am y ffi graidd y mae cartrefi unigolyn ei chodi, a'r hyn a gynhwysir yn y ffi hon i alluogi gwell cymharu ac asesu gwerth am arian. Ni fu'r wybodaeth hon ar gael ar raddfa ranbarthol o'r blaen.

## Cyrchu Lleoliadau

**Amcanion yr ABL:** Caffael lleoliadau a gwasanaethau a darparu gwasanaeth brocer rhanbarthol ar gyfer gwasanaethau sydd o fewn y cwmpas.

*Pwysu a mesur datblygu a rheoli cronfeydd data ar gyfer partneriaid o safbwynt pob gwasanaeth sydd o fewn y cwmpas*

Cyrchu Lleoliadau Unigol yw'r broses a ddilyna CCGC i gael lleoliadau newydd i bobl sydd angen cefnogaeth mewn cartref gofal sydd 'o fewn y cwmpas'. Fel rhan o'r broses hon mae cydlynwyr gofal yn anfon atgyfeiriad am leoliad newydd i CCGC yna ac mae CCGC yn darparu disgrifiad cryno o anghenion y defnyddiwr gwasanaethau gan roi manylion y canlyniadau y mae'r cartref gofal i'w cyflawni. Yna mae CCGC yn parhau'r atgyfeiriad gyda'i chronfa ddata o ddarparwyr ac yn gofyn am fynegiant o ddiddordeb gan y cartrefi gofal mewn darparu lleoliad a manylion sut y cyflawnir y canlyniadau, ac am ba gost. Yna caiff unrhyw fynegiant o ddiddordeb a ddychwelir ei archwilio o safbwynt y gost a'i anfon ymlaen at y cydlynwyr gofal i werthuso'r opsiynau, ochr yn ochr â'r defnyddiwr gwasanaethau a'i deulu. Ar ôl dewis lleoliad ffaithiol, bydd CCGC yn trafod y gost derfynol a hefyd yn darparu adborth i'r cartrefi gofal hynny nad oeddent yn llwyddiannus. Mae'r adborth hwn yn bwysig gan ei fod yn galluogi darparwyr i siapio'u gwasanaethau'n well i fodloni'r anghenion, a rhoi sylw i faterion megis cost neu ansawdd.

Ceir nifer o resymau dros fod CCGC yn ysgwyddo'r swyddogaeth brocer hon:

- Datblygu a chofnodi trosolwg rhanbarthol ar y capasiti, yr ansawdd a'r gost
- Rhyddhau capasiti cydlynwyr gofal oherwydd y gall chwilio am leoliadau gymryd llawer o amser yn y rheng flaen
- Sicrhau bod y broses o sicrhau lleoliadau yn dryloyw - mae pob Cartref Gofal yn cael yr un cyfle i fynegi diddordeb ac nid yw'n ddibynnol ar ba gartrefi y mae ymarferwyr unigol yn gyfarwydd â nhw
- Cyfle i drafod cost derfynol y lleoliad
- Galluogi datblygu'r farchnad drwy roi adborth i'r darparwyr
- Yn amlygu lle ceir bylchau yn y ddarpariaeth, lle mae'n anodd cyrchu lleoliadau yn y rhanbarth gan fwydo i mewn wedyn i'r swyddogaeth comisiynu strategol.

Dros y flwyddyn diwethaf, mae CCGC wedi cael 123 o atgyfeiriadau (gweler atodiad 3 am fanylion)

Bu CCGC yn datblygu ac yn cywreinio'r broses a'r gwaith papur ategol gan ddechrau gyda gwasanaethau oedolion ac yna ym Mai, derbyn atgyfeiriadau ar gyfer Plant a Phobl Ifanc hefyd. Mae'r tîm yn gweithio'n agos gyda Rheolwyr Caffael yng Nghyngor Sir Ddinbych i ddatblygu system eGaffael i storio'r wybodaeth sydd ei hangen i gefnogi'r swyddogaeth cyrchu lleoliadau unigol.

Nid yw'r broses cyrchu lleoliadau unigol wedi gwreiddio'n llwyr ym mhob sefydliad eto, yn enwedig yng nghamau olaf y broses ac mae hyn wedi cyfyngu ar y cyfleoedd i drafod y gost derfynol. Er hynny, mae'r broses ei hun yn bwysig i roi neges i'r darparwyr bod comisiynwyr yn ceisio gwerth am arian ac na fyddant yn derbyn pa bynnag ffi a ddyfynnir mwyach. Mae hefyd wedi amlygu cyfleoedd ar gyfer gweithio gydag ymarferwyr rheng flaen a darparwyr i ddatblygu gwell dealltwriaeth o'r canlyniadau i bobl ag anghenion cymhleth.

Yn bwysicaf o bosibl, drwy gyrchu lleoliadau o bob cwr o'r rhanbarth, mae CCGC yn dechrau gweld lle ceir diffygion yn y gwasanaethau, nid yn unig o safbwynt y mathau o gartrefi gofal ond hefyd achosion lle ceisir lleoliadau mewn cartrefi gofal dim ond oherwydd diffyg dewisiadau amgen addas yn y gymuned megis tenantiaethau â chefnogaeth neu leoliadau maeth.

#### **Astudiaeth Achos**

Dros y flwyddyn diwethaf, mae CCGC wedi cael 10 atgyfeiriad ar gyfer pobl sydd angen llety llawr gwaelod oherwydd problemau symudedd.

Bu'n anodd cyrchu'r lleoliadau hyn ac mewn rhai achosion maent wedi arwain at fod pobl yn gorfod aros mewn lleoliadau anaddas, gan gynnwys yr ysbyty. Mae CCGC yn dechrau trafodaethau datblygu'r farchnad gyda darparwyr i roi sylw i'r mater hwn.

## Monitro ansawdd

**Amcanion yr ABLI:** Datblygu fframwaith rhanbarthol ar gyfer monitro contractau gwasanaethau sydd o fewn y cwmpas, gan ddarparu gwasanaeth uniongyrchol fel sy'n ofynnol a sicrhau bod gwybodaeth fonitro yn cael ei rhannu a'i chadw i hybu diogelu a diogelwch gwybodaeth priodol.

Bu sicrhau ansawdd lleoliadau yn un o'r blaenoriaethau allweddol i CCGC yn ei blwyddyn gyntaf yn gweithredu, yn enwedig yng ngoleuni'r sgandalau cam-drin megis y rheini yn Winterbourne View ac Ysbyty Stafford. Mae gan CCGC 3 chyfrifoldeb allweddol o safbwynt monitro ansawdd gwasanaethau:

- Arwain datblygu dull cyson a chydlynol o fonitro ledled Gogledd Cymru
- Casglu a dadansoddi gwybodaeth oddi wrth amrediad eang o ffynonellau am gartrefi gofal sydd o fewn y cwmpas
- Cynnal ymweliadau monitro mewn cartrefi sydd o fewn y cwmpas ar ran rhai partneriaid (nad oes ganddynt y capasiti lleol i wneud hyn)

Mae CCGC, a'i phartneriaid, wedi datblygu fframwaith monitro seiliedig ar ganlyniadau y gellir ei ddefnyddio gyda'r holl gartrefi gofal i oedolion yng Ngogledd Cymru, gan gynnwys cartrefi gofal i bobl hŷn. Mae'r darn pwysig hwn o waith cydweithredol yn awr yn cael ei rannu gyda darparwyr a'i dreialu, a chaiff ei adolygu mewn chwe mis. Un datblygiad pwysig i'r dyfodol yw cysoni'r fframwaith gyda'r cyfrwng monitro clinigol sy'n cael ei ddatblygu gan ein cydweithwyr ar Fwrdd Iechyd Prifysgol Betsi Cadwaladr, sy'n aelodau o'r grŵp rhanbarthol sy'n datblygu'r gwaith hwn; bu AGGCC fel y corff rheoleiddio hefyd yn aelod o'r bwrdd rhanbarthol.

Cefnogir y fframwaith gan set graidd o ddogfennau y bydd pob partner yn ei defnyddio'n gyson (er y gellid ychwanegu ati'n lleol) ynghyd â fformat adrodd cyffredin. I ategu hyn, datblygwyd Protocol Rhannu Gwybodaeth ffurfiol i alluogi'r partneriaid i fonitro ar ran ei gilydd. Mae'r darparwyr wedi croesawu'r dull cydlynol hwn i leihau dyblygu a biwrocratiaeth iddynt hwy yn ogystal ag i gyflwyno mwy o gysondeb a mwy o eglurder ynglŷn â'r hyn a ddisgwylir ganddynt. Mae lleihau'r dyblygu hefyd yn arwain at ryddhau capasiti yn lleol.

Mae'n bwysig sylwi bod y grŵp rhanbarthol yn awyddus i ddatblygu dull gweithredu sy'n cydnabod arferion da yn ogystal ag yn tynnu sylw at feysydd i'w gwella.

Mae Swyddog Monitro Ansawdd y Ganolfan wedi monitro 21 o gartrefi'n uniongyrchol ac mae'n meithrin perthnasoedd gweithio cadarnach gyda'r darparwyr. Mae gwybodaeth drylwyr am y gwasanaethau a gafwyd o ganlyniad i fonitro hefyd yn helpu i gefnogi gwell paru drwy gyfrwng y broses cyrchu lleoliadau. Mae hefyd yn dynodi meysydd a rennir ar gyfer datblygu darparwyr sydd angen bwydo i mewn i gynllunio datblygu'r gweithlu i'r dyfodol.

Mae cydgasglu gwybodaeth yn faes sydd angen ei ddatblygu ymhellach gan na chaiff hyn ei ddarparu i'r Ganolfan fel mater o drefn eto. Bob tro y mae gweithiwr cymdeithasol neu nyrs adolygwr yn cynnal adolygiad ffurfiol o anghenion unigolyn, disgwylir y byddant yn darparu adborth i CCGC ar a yw'r canlyniadau'n cael eu cyflawni i'r unigolyn, ac yn adrodd am feysydd o ymarfer cadarnhaol neu feysydd i'w gwella. Yn ogystal, mae CCGC yn meithrin cysylltiadau gyda Swyddogion Diogelu a Chwynion a gyda grwpiau eiriolaeth a grwpiau gwirfoddol eraill i ddarparu gwybodaeth. Y gobaith yw, dros amser, y bydd y systemau hyn yn datblygu fel y gellir gweld arwyddion rhybuddio cynnar ac fel y gellir cymryd camau i osgoi mynd â phryderon i lefel uwch.

Mae CCGC yn awr yn datblygu dull tebyg ar gyfer Cartrefi Gofal i Blant a chytunwyd yn ddiweddar y bydd CCGC yn monitro'r holl gartrefi plant yng Ngogledd Cymru ar ran yr holl bartneriaid.

#### **Astudiaeth Achos**

Mae gan un sefydliad darparwyr mawr nifer o gartrefi gofal ledled Gogledd Cymru. Sylwodd NWCH fod problemau tebyg yn codi ym mhob un o'r Cartrefi yn ymwneud â llywodraethu a goruchwyliaeth y rheolwyr. Yn flaenorol, byddai pob sir wedi rhoi sylw i'r problemau'n annibynnol ond yn hytrach galwodd CCGC gyfarfod ar ran yr holl bartneriaid a'r cyfarwyddwr rhanbarthol dros y sefydliad er mwyn gallu rhannu'r problemau a rhoi sylw iddynt. Mae'r dull gweithredu hwn wedi arwain at gymryd camau i wella gwasanaethau ar draws y rhanbarth.

Mae ymgynghorydd allanol wedi cynnal dadansoddiad o anghenion hyfforddiant y swyddogion monitro ansawdd (gan ddefnyddio cyllid grant unwaith ac am byth) ac mae hyn wedi amlygu'r cyfle i ddatblygu dull gweithredu rhanbarthol i ddatblygu sgiliau i'r dyfodol. Yn gysylltiedig â hyn, daeth i'r amlwg ei bod yn anodd disgwyl i un swyddog monitro feddu ar wybodaeth ddigonol i fonitro amrediad eang o wasanaethau ac y gellid bod cyfleoedd i'r dyfodol i ddatblygu dulliau gweithredu â mwy o ffocws drwy ddatblygu a rhannu sgiliau arbenigol ar draws y rhanbarth.

Ceir cynlluniau i gyflwyno Fforymau Datblygu Ymarfer i ddwyn darparwyr, comisiynwyr ac ymarferwyr rheng flaen ynghyd i ystyried a thrafod sylfaen dystiolaeth ac ymchwil yr hyn sy'n gweithio, i bwy ac ystyried esiamplau o ymarfer nodedig y gellid eu datblygu yn y rhanbarth.

Ymysg y cynlluniau i'r dyfodol hefyd y mae datblygu ffyrdd mwy arloesol o gasglu adborth o wahanol ffynonellau amrywiol, yn bwysicach na dim oddi wrth y defnyddwyr gwasanaethau eu hunain a'u teulu a'u ffrindiau.



## Comisiynu a Datblygu'r Farchnad

**Amcanion yr ABLI:** Datblygu dull cyffredin o ddadansoddi'r defnydd ar wasanaethau a'r anghenion lleol, wedi'i adeiladu ar yr arferion gorau ar draws y rhanbarth a thu hwnt. Bydd hyn yn cynnwys casglu gwybodaeth gyffredin ar natur y gwasanaethau sydd o fewn y cwmpas, ar gostau unedau, prisiau contractau, darparwyr, capasiti a chanlyniadau.

*Meincnodi data yn rhanbarthol ac yn is-ranbarthol*

*Archwilio datblygu a chynnal rhestrau o ddarparwyr a ffafrir*

*Fel y cyfyd y cyfleoedd, archwilio caffael gwell gwerth ar gyfer categorïau gwariant eraill, neu gomisiynu modelau gwasanaeth amgen.*

*Yn seiliedig ar ddadansoddi bylchau ac anghenion, datblygu cynlluniau comisiynu rhanbarthol/is-ranbarthol yn unol â blaenoriaethau'r rhaglen waith fel y cytunwyd arnynt*

*Comisiynu gwasanaethau newydd a chefnogaeth i dimau comisiynu lleol i gomisiynu gwasanaethau newydd mewn meysydd y cytunwyd arnynt yn y rhaglen waith*

*Rhwydweithio gyda rhanbarthau eraill yng Nghymru i sicrhau bod yr arferion a'r cynlluniau'n unol â'r arferion gorau ac wedi'u cydlynu'n dda*

*Darparu un pwynt mynediad i ddarparwyr gwasanaethau sydd o fewn y cwmpas*

*Defnyddio gwybodaeth am y farchnad i alluogi'r farchnad i gael ei siapio er mwyn sicrhau y defnyddir y capasiti/darpariaeth leol i'r eithaf*

*Monitro cynaliadwyedd y farchnad*

*Monitro tueddiadau er mwyn rhagweld anghenion y dyfodol*

Fel y gwelir uchod, cafodd nifer fawr o amcanion o safbwynt comisiynu strategol eu datgan yn yr achos busnes ac mae gweithio tuag at y rhain wedi bod yn rhan fawr o waith tîm y Ganolfan.

Y man dechrau i CCGC oedd deall y farchnad o safbwynt y gwasanaethau sydd o fewn y cwmpas. Daeth yn amlwg yn fuan bod pob maes (iechyd meddwl, plant, anabledd dysgu, anabledd corfforol) yn farchnad unigol drwy'i hawl ei hun gyda gwahanol heriau a nodweddion. Bu casglu data a gwybodaeth am y farchnad i ddeall hyn ar lefel ranbarthol yn waith cymhleth; a'r rhan anoddaf oedd cael data yn amserol gan yr holl bartneriaid ynglŷn â phwy a leolir ym mhle, am faint o amser ac am ba gost.

Mae dadansoddi'r farchnad yn parhau ond mae bylchau a meysydd ar gyfer datblygu'r farchnad yn dod i'r amlwg a chaiff hyn ei ddwyn ynghyd mewn Datganiadau o Sefyllfa'r Farchnad. Bydd y rhain yn hysbysu'r darparwyr presennol a darpar ddarparwyr y mathau o gartrefi gofal sy'n ofynnol yn y rhanbarth dros y 3-5 mlynedd nesaf.

#### **Dull Llwybr Cyflawn**

Fe wnaeth NWCH hwyluso 2 weithdy i ystyried anghenion cefnogaeth a llety pobl ag anabledd dysgu ac iechyd meddwl. Amlygodd y gweithdai'r angen i gomisiynu (cynllunio a datblygu) gwasanaethau'n strategol ar draws y llwybr cyflawn o'r ysbyty i gefnogaeth lefel isel yn y gymuned – a'r problemau a grëir os na weithredir yn y dull hwn gan nad yw pobl yn gallu mynd yn fwy annibynnol na chynyddu drwy'r gwasanaethau os ceir diffyg capasiti yn un rhan o'r llwybr. Er enghraifft, adroddodd cyfranogwyr y gweithdy fod rhai pobl yn byw mewn cartrefi gofal nad oes arnynt angen bod yno ond nad oes llety rhent addas ar gael; mae hyn yn ei dro'n arwain at fod pobl yn aros yn yr ysbyty pan nad oes arnynt angen triniaeth mwyach.

Mae'n bwysig sylwi bod yr hinsawdd ariannol ynghyd ag achosion uchel eu proffil megis cwmpas Southern Cross a'r cam-drin yn Winterbourne View wedi cael effaith ar dirlun y farchnad Cartrefi Gofal. Mae'r elw ar fuddsoddiad yr arferid ei ddisgwyl wedi lleihau'n sylweddol a daw hyn â heriau newydd yn ei sgil i gomisiynwyr yng Ngogledd Cymru. Yn gweithio ar ei ben ei hun, nid oes yr un partner yn cynnig i fuddsoddwyr alw digonol ac mae hyn yn gwneud comisiynu cydweithredol yn bwysicach fyth i'n galluogi ni i fodloni anghenion cynyddol gymhleth pobl i'r dyfodol.

Un maes gwaith pwysig fu meithrin perthnasoedd gyda darparwyr a chynhaliwyd dau ddigwyddiad 'Cwrdd â'r Comisiynydd', gyda chefnogaeth Menter a Busnes, ynghyd â nifer o gyfarfodydd datblygu busnes gyda darparwyr unigol. Mae cydnabod y gyd-ddibyniaeth rhwng darparwyr a chomisiynwyr a meithrin perthnasoedd agored yn elfen hanfodol o rôl CCGC yn hwyluso'r farchnad.

Er mwyn datblygu tryloywder a rheolaeth gynyddol, lluniwyd fframweithiau rhanbarthol ar gyfer Cartrefi Gofal i Blant a Phobl Ifanc a Chartrefi Gofal ar gyfer Anableddau Dysgu; cefnogir y rhain gan

ddefnyddio system eGaffael. Cyfyngedig iawn yw'r dewis o ddarpariaeth i blant a phobl ifanc yng ngogledd Cymru, a'r rheswm rhannol am hyn yw'r lefelau galw cymharol isel, ond mae wedi arwain at fod y rheolaeth dros y farchnad wedi'i rhoi yn nwylo'r darparwyr ac maent wedi bod yn gallu codi ffioedd uchel. Y cam cyntaf i roi sylw i hyn yw cyrchu ystod ddarpariaeth ehangach. Er mai gwasanaethau sydd eisoes yn bodoli y tu allan i'r rhanbarth fydd y rhain i ddechrau, o bosibl, y cam nesaf fydd annog datblygu gwasanaethau newydd yn y rhanbarth.

Mae'r fframweithiau wedi'u hategu gan ddatblygu manylebau gwasanaeth sydd am y tro cyntaf yn datgan yn glir y safonau gwasanaeth y mae comisiynwyr yng ngogledd Cymru yn eu disgwyl a bydd yn cefnogi monitro ansawdd yn fwy cadarn i'r dyfodol.

Gwnaed y gwaith hwn, dynodi modelau gwasanaeth yn benodol, drwy gyfrwng nifer o grwpiau gorchwyl sy'n cynnwys cynrychiolwyr o bob partner i sicrhau bod y gwaith yn adlewyrchu blaenoriaethau lleol ac yn defnyddio arbenigedd gweithwyr proffesiynol y gwasanaethau. Yn ogystal, mae archwilio darparwyr i'w cynnwys ar y fframweithiau wedi golygu cynnal cyfweiliadau ac ymweliadau dilysu â'r gwasanaethau. Mae hyn yn effeithio ar y capasiti lleol sydd yn ei dro'n gosod y cyflymdra y gellir bwrw'r gwaith hwn ymlaen arno; er enghraifft ni all grŵp gorchwyl ond cyfarfod bob mis heb effeithio'n ormodol ar y capasiti lleol. Ar adegau, mae hyn hefyd wedi arwain at fod y cynnydd yn cael ei arafu ymhellach oherwydd presenoldeb gwan mewn cyfarfodydd.

Mae tîm CCGC hefyd wedi meithrin cysylltiadau gyda chonsortia comisiynu yn ne Cymru a gogledd-orllewin Lloegr er mwyn rhannu dysgu, ymarfer a gwybodaeth. Maent hefyd wedi trefnu dau weithdy datblygu sgiliau i gynyddu ymwybyddiaeth o fasnachadwyedd, buddsoddi a'r risg bortffolio.

### **Risg Bortffolio**

Mae comisiynwyr yng Ngogledd Cymru yn gwario dros £3 miliwn ar draws amrediad o wasanaethau i bobl sydd â'r anghenion mwyaf cymhleth gydag un darparwr.

Mae gan y darparwr hwn gyfran uchel o leoliadau cartrefi gofal i bobl ag anabledd dysgu sydd â'r anghenion mwyaf cymhleth.

Mae hon yn risg sylweddol i'r comisiynwyr gan ei bod yn rhoi gormod o reolaeth i un darparwr. Er enghraifft, pe aent i ddwylo'r gweinyddwyr neu pe byddent yn newid perchnogaeth a fyddai'n arwain at ffioedd uwch, ychydig o ddewisiadau amgen sydd ar gael.

Rhan o rôl CCGC yw canfod lle mae risgiau o'r fath i'w cael a datblygu'r farchnad er mwyn lleihau'r ddibyniaeth ac ystyried trefniadau contractio amgen.

## **Gweithgaredd arall**

Mae tîm y Ganolfan wedi buddsoddi llawer o amser yn cyfarfod â thimau'r rheng flaen a'r rheolwyr yn yr holl sefydliadau partner i gynyddu ymwybyddiaeth o'i rôl ac i'w helpu i hawlio perchnogaeth drosti. Mae'n bwysig bod CCGC yn cael ei chydabod fel elfen annatod o brosesau pob partner yn hytrach.

Mae'r tîm wedi datblygu brandio cyson ac wedi cynhyrchu nifer o ddalenni briffio yn ogystal â chylchlythyron ac wedi datblygu presenoldeb ar y we mewn partneriaeth ag Asiantaeth Gwella'r Gwasanaethau Cymdeithasol ([www.ssiacymru.org.uk/NWCH](http://www.ssiacymru.org.uk/NWCH)). Cynhaliwyd digwyddiad lansio swyddogol yn Chwefror gyda'r Gweinidog Iechyd a Gwasanaethau Cymdeithasol.

Hefyd fel rhan o'r broses cynyddu ymwybyddiaeth hon, mae CCGC wedi cynnal dau weithdy gyda dros 50 o ymarferwyr Anabledd Dysgu i drafod ei 4 swyddogaeth allweddol a'r hyn y mae'n ei olygu i staff y rheng flaen a sut allant gynorthwyo, er enghraifft, drwy rannu gwybodaeth am ansawdd darparwyr.

## **4. Risgiau allweddol**

Mae'r Bwrdd Rheoli yn gyfrifol am gytuno ar gofrestr risg CCGC a'i monitro yn ogystal ag am y camau sy'n ofynnol i liniaru'r rhain. Yn gryno, dyma'r risgiau allweddol a nodir ynddi:

- Diffyg capasiti ymysg y partneriaid i gyfrannu at lifoedd gwaith
- Gor ymestyn tîm CCGC
- Swyddogaeth y Ganolfan heb ei sefydlu mewn prosesau lleol
- Ddim yn cyflawni'r arbedion a ragwelwyd
- Risg bortffolio mewn rhannau o'r farchnad

Adlewyrchir y rhain yn y 'Deg Gofyn Pennaf' sef y meysydd hanfodol y mae'r Ganolfan wedi nodi bod gofyn i bob partner gyfrannu atynt a'u cefnogi. Mae pob sefydliad partner wedi enwebu Rheolwr Perthynas i sicrhau y rhoddir sylw i'r rhain.

## **5. Symud ymlaen**

Cytunwyd ar y rhaglen waith ar gyfer 2013-14, a chaiff ei monitro gan y Bwrdd Rheoli. Ymysg y blaenoriaethau allweddol y mae:

- Parhau i sefydlu'r gwaith ar draws pob swyddogaeth allweddol, gan flaenoriaethu'r llif gwaith Gwerth am Arian Addasu i'r Maint lawn.

- Ystyried gwerthusiad canol tymor annibynnol
- Datblygu sgiliau ar draws y rhanbarth
- Meithrin perthnasoedd agosach gyda darparwyr, gan gynnwys Gweithdai Datblygu Ymarfer, i wella'r ansawdd a rhannu arferion nodedig
- Meithrin cysylltiadau cryfach gyda phartneriaethau eraill yng Ngogledd Cymru h.y. Cefnogi Pobl, Camddefnyddio Sylweddau a Chaffael

Yn ogystal, bydd y Ganolfan yn bwrw ymlaen y gwaith sy'n gysylltiedig â gofal maeth, gwasanaethau gofal dementia a byw â chefnogaeth gymhleth. Bydd y meysydd hyn yn cyplysu'n agos â rhaglen waith y Ganolfan a chaiff capasiti ychwanegol ei ariannu drwy gyfrwng y Gronfa Gydweithredol Ranbarthol.

# Atodiadau

**1. Rhaglen Waith 2013/14**

**2. Aelodaeth y Bwrdd Rheoli**

**3. Data Cyrchu Lleoliadau Unigol yn ôl  
Partneriaid**



## Rhaglen Waith Canolfan Comisiynu Gogledd Cymru 2013-14

| Thema                           | Gweithgaredd                                                                                                                |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <b>Gwerth am Arian</b>          | Cwblhau asesiad sylfaenol o werth am arian ar gyfer yr holl ddarparwyr o fewn y cwmpas                                      |
|                                 | Cyd-drafod lleoliadau cyfredol plant                                                                                        |
|                                 | Ymarferiad Addasu i'r Maint lawn o'r Darparwyr Anabled Dysgu, Iechyd Meddwl a PSI                                           |
|                                 | Mapio a Meincnodi'r ddarpariaeth:<br>Beth maent yn ei ddarparu / beth yw'r canlyniadau/ y gost/ capasiti / lleoliad         |
|                                 | Meincnodi ffioedd gyda rhanbarthau eraill                                                                                   |
|                                 | Ystyried yr opsiynau ee disgownt am nifer o leoliadau; contractau bloc ayb.                                                 |
| <b>Cyrchu Lleoliadau Unigol</b> | Gwella'r broses a'i gwreiddio'n lleol                                                                                       |
|                                 | Gweithio gyda darparwyr i gynyddu ymwybyddiaeth                                                                             |
|                                 | Craffu ar y costau a'u herio                                                                                                |
|                                 | Cywreinio'r gwaith papur – teimlad mwy masnachol / cynyddu'r rheolaeth                                                      |
|                                 | Gwella ansawdd yr atgyfeiriadau                                                                                             |
|                                 | Cydgasglu gwybodaeth am fylchau yn y gwasanaeth er mwyn hysbysu comisiynu                                                   |
| <b>Monitro Ansawdd</b>          | Ymchwilio i fodolau / ymarfer o fannau eraill                                                                               |
|                                 | Gwerthuso'r fframwaith monitro ansawdd                                                                                      |
|                                 | Cysylltu â'r darparwyr drwy gyfrwng gweithdai                                                                               |
|                                 | Datblygu fframwaith monitro ansawdd ar gyfer plant                                                                          |
|                                 | Ymweliadau Rhagweithiol Blynyddol (trefnu, paratoi a chynnal ymweliadau ac ysgrifennu adroddiadau) ar gyfer monitro ansawdd |
|                                 | Monitro adweithiol a dilyn ymlaen o'r rhagweithiol                                                                          |
|                                 | Gwaith TNA monitro ansawdd                                                                                                  |
|                                 | Cwblhau ISP ar gyfer oedolion a datblygu rhai ar gyfer plant                                                                |
|                                 | Casglu a monitro gwybodaeth                                                                                                 |
|                                 | Gweithdai i'r ymarferwyr er mwyn eu sefydlu                                                                                 |
|                                 | Meithrin cysylltiadau gyda chomisiynwyr OOA parthed lleoliadau OOA                                                          |
|                                 | Lansio Archwiliad Ansawdd                                                                                                   |

|                                                  |                                                                                            |
|--------------------------------------------------|--------------------------------------------------------------------------------------------|
|                                                  | Gwerthuso'r Archwiliad Ansawdd                                                             |
|                                                  | Proses ranbarthol mynd â phryderon i lefel uwch                                            |
|                                                  | Proses mynd â phryderon i lefel uwch ar gyfer plant a phobl ifanc                          |
|                                                  | Meithrin cysylltiadau gyda chyrrff eiriolaeth                                              |
|                                                  | Datblygu peirianweithiau adborth oddi wrth SU/teulu                                        |
|                                                  | Sefydlu cylchoedd ansawdd                                                                  |
|                                                  | Cyfrwng monitro ansawdd – rhyngwyneb gyda chyfrwng BCU                                     |
| <b>Comisiynu Strategol a Datblygu'r farchnad</b> | Cwblhau manylebau gwasanaeth a chontractau plant a phobl ifanc                             |
|                                                  | Cwblhau manylebau gwasanaeth i Oedolion (LD, MH, PSI, Dementia)                            |
|                                                  | Sefydlu a chynnal Fframweithiau Darparwyr Cymeradwy                                        |
|                                                  | Penderfynu ar y camau nesaf o safbwynt lleoliadau dementia drud                            |
|                                                  | Datblygu datganiadau sefyllfa'r farchnad x 4 (Cytuno ar set(iau) Data a phroffilio oedran) |
|                                                  | Cydlynu grwpiau gorchwyl rhanbarthol                                                       |
|                                                  | Marchnata gweithgareddau hwyluso (Cwrdd â'r Darparwyr)                                     |
|                                                  | Cydgasglu gwybodaeth i ganfod bylchau yn y farchnad                                        |
|                                                  | Cysylltu gyda chonsortia comisiynu eraill                                                  |
|                                                  | Penderfynu ar y camau nesaf o safbwynt IFA                                                 |
|                                                  | Bwrw ymlaen y canlyniadau o'r gweithdai comisiynu                                          |
|                                                  | Ymchwilio i dystiolaeth ar fodolau gwasanaeth a dulliau o gomisiynu                        |
|                                                  | Cysylltiadau gydag SCIP/SCDWP parthed datblygu'r gweithlu (Darparwyr)                      |
|                                                  | Cysylltu â darparwyr – llunio strategaeth a'i gweithredu                                   |
|                                                  | Profi'r farchnad ar gyfer datblygu seibiant ar gyfer pobl ag anghenion cymhleth            |
| <b>Arall</b>                                     | Cylchlythyr / gohebiaeth reolaidd                                                          |
|                                                  | Datblygu / gweithredu / hyfforddiant ar gyfer ateb TGCh                                    |
|                                                  | Llawlyfr trefnau                                                                           |



|                                                                       |
|-----------------------------------------------------------------------|
| Monitro perfformiad                                                   |
| Gweithgareddau Datblygu Timau                                         |
| Cydlynu'r Bwrdd Rheoli a phresenoldeb mewn cyfarfodydd partner eraill |
| Cydlynu dyddiaduron a'r gwaith gweinyddol yn gyffredinol              |
|                                                                       |
|                                                                       |

## **Aelodaeth y Bwrdd Rheoli**

- Sally Ellis, Cyngor Sir Ddinbych – Cadeirydd
- Wyn Thomas, Bwrdd Iechyd Prifysgol Betsi Cadwaladr – Is-gadeirydd
- Steve Williams, Cyngor Bwrdeistref Sirol Wrecsam
- Craig MacCleod, Cyngor Sir y Fflint
- Paul McGrady, Cyngor Sir Ddinbych
- Jenny Williams, Cyngor Bwrdeistref Sirol Conwy
- Meilys Smith, Cyngor Gwynedd
- Anwen Davies, Cyngor Sir Ynys Môn
- Sue Willis, Bwrdd Iechyd Prifysgol Betsi Cadwaladr – CPG Plant
- Simon Pyke, Bwrdd Iechyd Prifysgol Betsi Cadwaladr – CPG Iechyd Meddwl ac Anabledd Dysgu
- Jeanette Rock, yn cynrychioli gwasanaethau Addysg

Mae gan bob partner ddirprwy enwebedig hefyd

## Trosolwg ar y data lleoliadau yn ôl partneriaid

### Lleoliadau Cartref Gofal dros £700 gros (ym Medi 2013)

|              | AC    |          | IM    |          | NCS   |         | CYP   |          | Cyfanswm |
|--------------|-------|----------|-------|----------|-------|---------|-------|----------|----------|
|              | Nifer | £        | Nifer | £        | Nifer | £       | Nifer | £        | £        |
| Wrecsam      | 23    | £61,355  | 9     | £8,797   | 9     | £11,678 | 9     | £28,413  | £110,243 |
| Sir Y Flint  | 38    | £59,368  | 3     | £3,072   | 6     | £4,812  | 30    | £42,595  | £109,847 |
| Sir Ddinbych | 21    | £35,229  | 8     | £8,840   | 0     | £0      | 3     | £6,378   | £50,447  |
| Conwy        | 46    | £57,475  | 10    | £13,813  | 7     | £6,103  | 8     | £23,219  | £100,610 |
| Gwynedd      | 19    | £31,450  | 12    | £17,114  | 6     | £5,913  | 13    | £41,528  | £96,005  |
| Ynys Môn     | 16    | £17,675  | 5     | £6,246   | 5     | £6,944  | 8     | £25,864  | £56,729  |
| BCUHB        | 26    | £73,479  | 32    | £52,355  | 12    | £16,722 | 0     | £29,057  | £171,613 |
| Cyfanswm     | 189   | £336,031 | 79    | £110,237 | 45    | £52,172 | 71    | £197,054 | £695,494 |

*Mae gwaith pellach i'w wneud ar wahanu cyfraniad y GIG at rai pecynnau a gyd-ariennir*

O gymharu gyda data 2012 gwelir gostyngiad bychan (o 409 i 366) yng nghyfanswm nifer y lleoliadau cartrefi gofal sydd dros £700 yr wythnos

### Cyfanswm yr arbedion hyd yma gan Bartner

Mae'r tabl isod yn cynnwys arbedion a wnaed mewn Cartrefi Gofal Anabled Dysgu (dros gyfnod 3 blynedd gan gynnwys 12/13 a 13/14, a thrwy osgoi costau hyd yn hyn.

| Ynys Môn | Gwynedd | Conwy    | Sir Ddinbych | Sir y Fflint | Wrecsam  | BCUHB    | CYFANSWM             |
|----------|---------|----------|--------------|--------------|----------|----------|----------------------|
| £27,906  | £77,246 | £280,611 | £44,922      | 293,906      | £289,974 | £141,904 | <b>£1,156,506.00</b> |

### Cyfraniadau gan Bartner fel y cytunwyd yn y Protocol Cyllid Cytundeb Partneriaeth (yn seiliedig ar wariant)

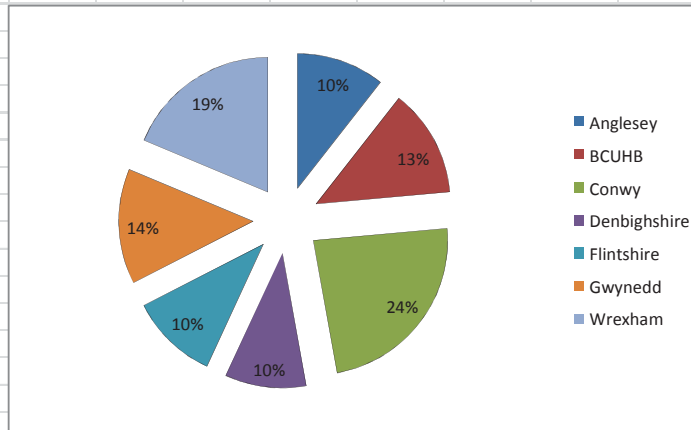
| Ynys Môn | Gwynedd | Conwy   | Sir Ddinbych | Sir Y Flint | Wrecsam | BCUHB   | CYFANSWM        |
|----------|---------|---------|--------------|-------------|---------|---------|-----------------|
| £11,368  | £19,806 | £19,204 | £12,615      | £36,381     | £26,080 | £61,030 | <b>£186,484</b> |

## Data Cyrchu Lleoliadau Unigol fesul partner

### Atgyfeiriadau OEDOLION yn ôl Partneriaid Hydref 2012 – Medi 2013

|              |    |
|--------------|----|
| Ynys Môn     | 13 |
| BCUHB        | 16 |
| Conwy        | 29 |
| Sir Ddinbych | 12 |
| Y Fflint     | 13 |
| Gwynedd      | 17 |
| Wrecsam      | 23 |

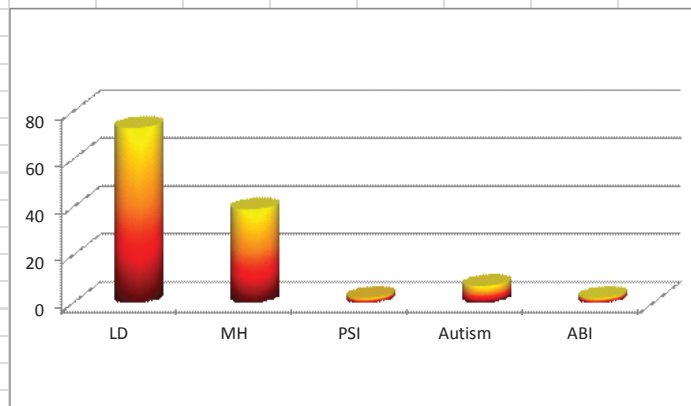
CYFANSWM 123



### Atgyfeiriadau OEDOLION yn ôl Math Hydref 2012 – Medi 2013

|             |    |
|-------------|----|
| AD          | 73 |
| IM          | 39 |
| NCS         | 2  |
| Awtistiaeth | 7  |
| NiY         | 2  |

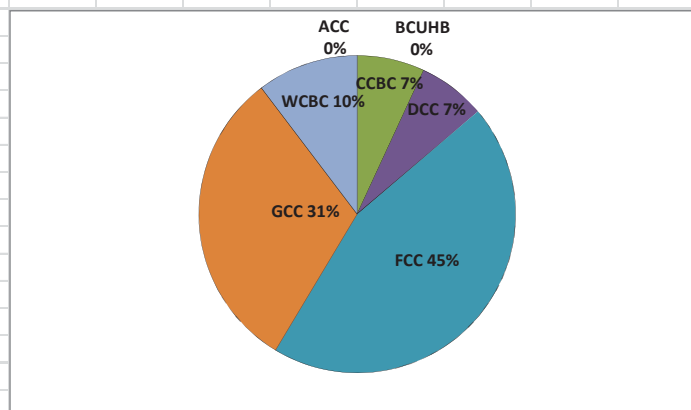
123



### Atgyfeiriadau Plant yn ôl Partneriaid Hydref 2012 – Medi 2013

|              |    |
|--------------|----|
| Ynys Môn     | 0  |
| BCUHB        | 0  |
| Conwy        | 2  |
| Sir Ddinbych | 2  |
| Sir y Fflint | 13 |
| Gwynedd      | 9  |
| Wrecsam      | 3  |

CYFANSWM 29



|                                 |                                                                                                             |
|---------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Adroddiad i'r:</b>           | <b>Pwyllgor Archwilio Partneriaethau</b>                                                                    |
| <b>Dyddiad y Cyfarfod:</b>      | <b>6 Chwefror 2014</b>                                                                                      |
| <b>Aelod/Swyddog Arweiniol:</b> | <b>Aelod Arweiniol, Parth Cyhoeddus</b>                                                                     |
| <b>Awdur yr Adroddiad:</b>      | <b>Pennaeth Priffyrdd a Gwasanaethau<br/>Amgylcheddol</b>                                                   |
| <b>Teitl:</b>                   | <b>Ail Gytundeb Rhyng-Awdurdod ar gyfer y<br/>Prosiect Gwastraff Gweddilliol Gogledd Cymru<br/>(NWRWTP)</b> |

---

## 1. Am beth mae'r adroddiad yn sôn?

Ym mis Chwefror 2008 rhoddodd y Cabinet ei gymeradwyaeth i CSDd i fynd i bartneriaeth ffurfiol gyda phedwar cyngor arall gogledd Cymru, i gaffael contract 25 mlynedd ar y cyd ar gyfer darparu cyfleusterau gwaredu gwastraff gweddilliol. Mae'r adroddiad hwn yn ceisio cefnogaeth ar gyfer dau gam pwysig yn y broses.

## 2. Beth yw'r rheswm dros lunio'r adroddiad hwn?

Er mwyn hwyluso'r broses gaffael, arwyddodd pob cyngor a oedd yn rhan o'r bartneriaeth Gytundeb Rhyng-Awdurdod (IAA1) ffurfiol. O dan y cytundeb hwn, dirprwywyd awdurdod gwneud penderfyniadau i'r Bwrdd Prosiect a'r Pwyllgor Prosiect, gyda nifer o benderfyniadau allweddol dal i gael eu cadw yn ôl ar gyfer cynghorau unigol. Mae'r adroddiad hwn yn ymwneud â dau o'r materion hynny a gadwyd yn ôl, h.y. cadarnhau'r bidiwr terfynol a ffafir, a chymeradwyo'r ail Gytundeb Rhyng-Awdurdod (IAA2).

Mae'r adroddiad hwn yn darparu gwybodaeth sydd wedi'i gynllunio i ganiatáu'r pwyllgor i archwilio'r cwrs (cyrsiau) gweithredu a awgrymwyd.

## 3. Beth yw'r Argymhellion?

Bod y Pwyllgor yn:

- 3.1 cadarnhau ei gefnogaeth ar gyfer dewis y bidiwr a ffafir
- 3.2 cadarnhau ei gefnogaeth i'r egwyddorion a amlinellir yn yr IAA2 drafft

## 4. Manylion am yr adroddiad

### 4a) dewis y bidiwr a ffafir.

Mae'r caffael wedi digwydd trwy broses "ddeialog gystadleuol". Fel arfer, yn y cam hwn, byddai dau fidiwr dal yn cael eu hystyried, a byddai angen penderfyniad ar ddad-ddewis rwan. Fodd bynnag, yn achos prosiect NWRT, tynnodd yr ail fidiwr yn ôl yn unochrog ym mis Ionawr 2013, gan adael y bidiwr presennol mewn gwirionedd mewn sefyllfa monopoli.

Byth ers i'r bidiwr hwnnw dynnu'n ôl, mae'r tîm prosiect (a'r bidiwr sy'n weddill) wedi bod yn awyddus i ddangos bod gwerth am arian (VFM) yn dal i gael ei gyflawni ar y prosiect. Arweiniodd yr ymgyrch am VFM at nifer o newidiadau sylweddol iawn i beth oedd yn cael ei gaffael. Mae'r canlyniad cyffredinol o'r newidiadau hyn wedi bod yn sefyllfa well ar gyfer Sir Ddinbych, h.y. cymharu'r "cynnig" cytundeb IAA1 yn erbyn y canlyniad a ragwelir ar hyn o bryd (gweler 4b am fanylion).

Mae hynny'n bwysig, oherwydd o dan IAA1, derbyniodd y cyngor y sefyllfa sylfaenol bod tynnu'n ôl o'r prosiect ond yn cael ei ganiatau pe bai'r pris yn dod yn "anfforddiadwy". Ar ben hynny; derbyniodd hefyd y sefyllfa, pe bai unrhyw gyngor i dynnu'n ôl yn unochrog, byddai'n rhaid iddo ad-dalu'r cyngor sy'n weddill am yr holl gostau canlyniadol hyn hynny (yn debygol o fod yn sawl miliwn o bunnoedd).

Mae'r prosiect mewn gwirionedd tu mewn i'r "amlen fforddiadwyedd" yn gyfforddus (gweler Atodiad Un). Ar ben hynny, mae'n ymddangos bod yr achos busnes terfynol yn dangos gwir werth am arian. Mae'r cwmni hefyd wedi bodloni'r gofynion arbenigwyr cyfreithiol, technegol, ac ariannol y bartneriaeth.

Yn yr amgylchiadau hyn, mae'n ymddangos nad oes unrhyw reswm pam na ddylid rhoi "statws bidiwr a ffafir" i'r bidiwr sy'n weddill.

**D.S.** nid ydym wedi cyrraedd y pwynt penderfyniad terfynol eto, h.y. a ddylid arwyddo'r prif gontract. Bydd hynny'n dod yn ddiweddarach eleni, a bydd y materion VFM yn cael eu harchwilio a'u hegluro'n fanylach mewn sesiwn Briffio'r Cyngor ar 4 Chwefror.

#### 4b) Cytundeb Rhyng Awdurdod Rhif 2

Roedd IAA Rhif 1 yn "gytundeb i gaffael" a oedd yn cynnwys popeth hyd at y dyfarniad contract terfynol. Mae IAA2 yn cynnwys gweithredu'r contract ei hun, h.y. o ddyfarnu'r contract ymlaen. Mae'r IAA2 drafft wedi'i gynnwys fel atodiad i'r adroddiad hwn. Mae'r cytundeb yn ddogfen gyfreithiol gymhleth sy'n cwmpasu pob agwedd ar sut bydd y contract yn cael ei reoli. Fodd bynnag, mae'r nodweddion hanfodol fel a ganlyn:

- i) Y prif gyfleuster gwaredu gwastraff fydd gwaith ynni o wastraff, a leolir ym Mharc Diwydiannol Glannau Dyfrdwy, ac a weithredir gan Wheelabrator Technologies Ltd (WTI). Telir am y gwaith am dros gyfnod o 25 mlynedd drwy "ffioedd giât". Bydd yr un mecanwaith codi tâl yn berthnasol i bob cyngor.
- ii) Mae ffioedd giât yn amrywio yn ôl y tunelli a gyflwynir. Mae gan y cynghorau estyniad 5 mlynedd dewisol sydd ar gael iddynt.
- iii) Bydd Cyngor Sir y Fflint yn mynd i'r prif gontract gyda WTI, ac yna bydd yn codi ar gynghorau eraill am y gwasanaethau a ddarperir. Bydd tîm bach yn cael eu cyflogi i wneud y gwaith hwn.
- iv) O dan IAA1, cytunwyd ar egwyddor y byddai'r cynghorau'n rhannu costau cludiant, h.y. rhwng y gwahanol orsafoedd trosglwyddo ym mhob sir a'r gwaith newydd. Yn Sir Ddinbych yn y gorsafoedd a fyddai'n cael eu defnyddio fyddai Rhuthun, a lleoliad (eto i'w benderfynu); wedi'i gynllunio i ddod yn lle safle tirlenwi Llanddulas.
- v) Bydd cynghorau yn talu eu costau eu hunain mewn perthynas â gweithrediad y gorsafoedd trosglwyddo. Mae'r egwyddor hon yn amrywiad o'r egwyddor a

nodir yn IAA1. Fodd bynnag, nid yw'n ffactor arwyddocaol yng nghyfrifiad VFM Sir Ddinbych. Yn fras mae'n niwtral o ran cost ar gyfer Sir Ddinbych.

- vi) O dan IAA1 cytunodd y cyngor i ddarparu o leiaf tunelledd gwarantedig o wastraff, y codir ar y cyngor amdano, hyd yn oed os nad oedd y cyngor yn gallu ei ddarparu am ryw reswm. O dan IAA2, mae'r tunelledd a bennir yn is. h.y. mae hynny'n sefyllfa well i Sir Ddinbych.
- vii) O dan IAA1, mae'r atebolwydd am y gost cludo ar y cyd yn sylweddol uwch nag y mae o dan IAA2. Unwaith eto, mae hon yn sefyllfa well i Sir Ddinbych.

Yn gryno; mae IAA2 yn gyffredinol yn cynnig y Cyngor sefyllfa well na IAA1. Mae swyddogion technegol yn fodlon gyda'r prif nodweddion, ac mae'r cymalau cyfreithiol wedi cael eu drafftio i foddhad swyddogion cyfreithiol y Cyngor. Felly mae'r swyddogion yn argymhell y dylai'r drafft gael ei gefnogi.

Mae yna un eitem newydd a gynigir yn IAA2 (heb ei gynnwys yn IAA1), h.y. "taliad budd y gymuned". Mae taliadau o'r math hwn yn nodwedd gyffredin o ynni o weithfeydd gwastraff. e.e. yn Ne Cymru cynigwyd swm o £50k y flwyddyn.

Y swm a gynigir ar gyfer gwaith Glannau Dyfrdwy yw £180k y flwyddyn Byddai'r arian yn cael ei wario ar brosiectau cymunedol lleol y cytunwyd arnynt. Dyluniwyd y swm i adlewyrchu'r ffaith bod Sir y Fflint wedi cynnig y defnydd o'u tir yn rhad ac am ddim (gwerth rhent amcangyfrif = £130k y flwyddyn).

Nid yw maint y tâl wedi ei gytuno eto gan aelodau Cyngor Sir Ddinbych. Fodd bynnag, mae'r Bwrdd Prosiect wedi cytuno ar ddull o ddosrannu taliadau (h.y. y cyfraniadau gan gynghorau unigol). Bydd hyn yn cael ei wneud ar sail "tunelli a gyflwynir". Dyma'r dull gorau ar gyfer Sir Ddinbych.

## **5. Sut mae'r penderfyniad yn cyfrannu at y Blaenoriaethau Corfforaethol?**

Bydd y contract hwn yn helpu i ddarparu'r rhaglen cynaliadwyedd. Bydd ynni yn cael ei adennill o wastraff a fyddai fel arall yn mynd i safleoedd tirlenwi.

## **6. Faint fydd yn ei gostio a sut bydd yn effeithio ar wasanaethau eraill?**

- a) Mae cwmpas yr adroddiad hwn wedi'i gyfyngu i'r penderfyniad bidiwr a ffafrir, a chefnogaeth i'r ddogfen IAA2 ddrafft. Fodd bynnag, mae'r achos busnes terfynol yn dangos bod yr ateb a ddewisir yn rhatach na "busnes fel arfer" (gweler Atodiad Un).
- b) Mae'r contract ar gyfer gwaredu swmp o wastraff y cartref felly nid oes unrhyw effaith uniongyrchol ar y cyhoedd o ran cydraddoldeb.
- c) Nid oes unrhyw ffactorau bioamrywiaeth perthnasol.
- d) Mae effeithiau amgylcheddol y prosiect yn fuddiol; bydd ynni cael ei adennill o wastraff a fyddai fel arall yn mynd i safleoedd tirlenwi.

## **7. Asesiad o Effaith ar Gydraddoldeb (EIA)**

Y penderfyniadau sy'n cael eu hystyried yw dewis contractwr, a chynnwys cytundeb gweithdrefnol/ cyfreithiol rhwng cynghorau. Nid oes unrhyw ganlyniadau

uniongyrchol ar gyfer gwasanaethau a ddarperir i'r cyhoedd, nac ar y trefniadau gwaith ar gyfer staff y cyngor. Felly nid oes risg o effeithiau gwahaniaethol ar bobl â nodweddion gwarchoddedig (gweler Atodiad 3).

## **8. Pa ymgynghoriadau sydd wedi eu cynnal?**

Mae swyddogion cyfreithiol CSDd wedi bod yn gysylltiedig â'r gwaith o ddrafftio'r cytundeb

## **9. Datganiad y Prif Swyddog Cyllid**

Mae'r newidiadau i'r cynigion a wnaed ers i'r ail fidiwr dynnu yn ôl wedi arwain at gynnig ariannol gwell ar gyfer Cyngor Sir Ddinbych. Er bydd y penderfyniad terfynol ar yr achos busnes terfynol yn destun adroddiad yn y dyfodol, mae'r achos busnes cyfredol yn dangos bod yr ateb arfaethedig hefyd yn rhatach na chost y gwaith presennol. Mae hyn yn cefnogi derbyn dau argymhelliad yr adroddiad hwn

## **10. Pa risgiau sy'n bodoli ac a oes unrhyw beth y gallwn ei wneud i'w lleihau?**

Pe bai'r cyngor yn methu mynd mewn i'r cytundeb, byddai'r cynghorau eraill yn dioddef costau canlyniadol, a byddai Sir Ddinbych yn atebol amdanynt. Gallai'r prosiect cyfan gael ei beryglu.

## **11. Pŵer i wneud y Penderfyniad**

O dan Adran 2 Deddf Llywodraeth Leol 2000, h.y. hyrwyddo neu wella'r amgylchedd er lles yr ardal.

Mae erthyglau 6.3.2(b) yn cyfeirio at bwerau Archwilio o ran y mater hwn.

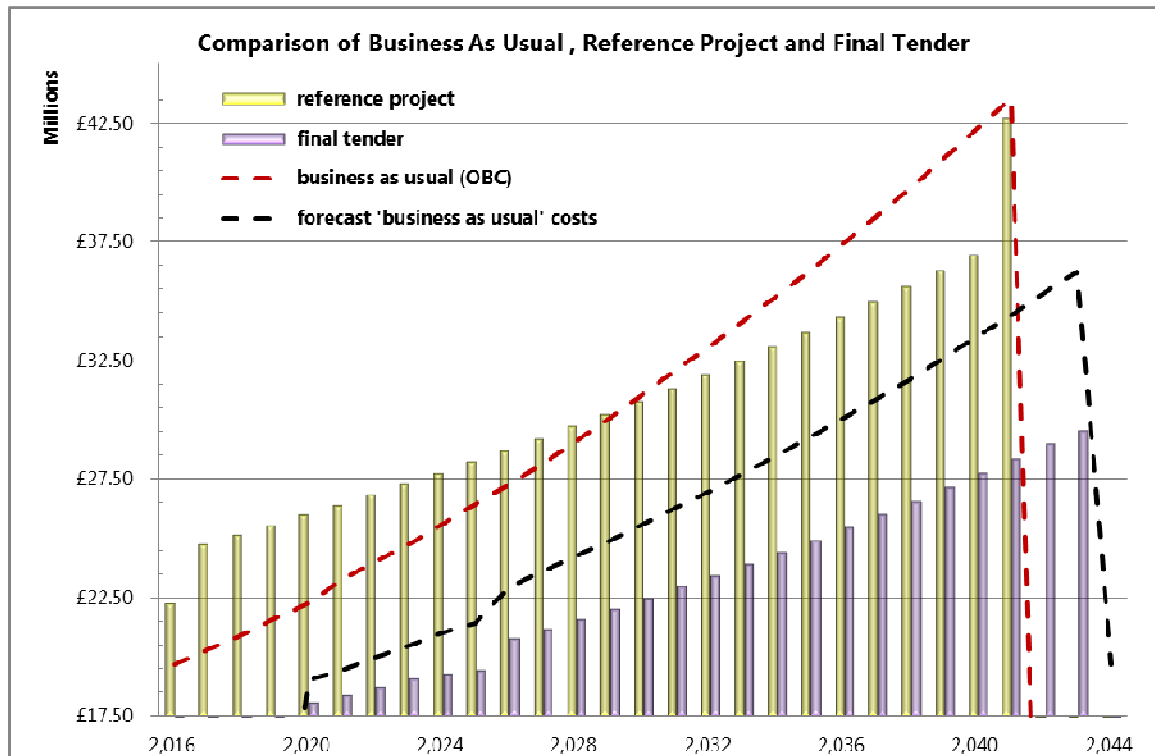
### **Swyddog Cyswllt:**

Pennaeth Gwasanaethau Priffyrdd ac Amgylcheddol  
Ffôn: 01824 706801



## APPENDIX ONE – PROJECTED COSTS (summary)

- The graph below sets out the forecast costs of the 'Business As Usual' scenario as at Outline business Case and Final Business case
- It also shows the Reference Project (this is effectively the project that DCC committed to at the outline business case stage ),
- It also shows the Final Tender. Importantly; these costs do NOT include the Welsh Government subsidy of approx. 20%.(so the final figures will be even better).



S

Mae tudalen hwn yn fwriadol wag

## Appendix 2

- (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.**

## CONTENTS

| <b>Clause</b> |                                                               | <b>Page</b> |
|---------------|---------------------------------------------------------------|-------------|
| 1             | DEFINITIONS AND INTERPRETATION                                | 5           |
| 2             | COMMENCEMENT, DURATION AND TERMINATION                        | 13          |
| 3             | PRINCIPLES AND KEY OBJECTIVES                                 | 15          |
| 4             | DUTIES OF THE LEAD COUNCIL AND OTHER COUNCILS                 | 17          |
| 5             | DECISION MAKING                                               | 19          |
| 6             | JOINT COMMITTEE                                               | 20          |
| 7             | ANNUAL BUDGET                                                 | 22          |
| 8             | PROJECT BOARD                                                 | 23          |
| 9             | PROJECT OFFICERS                                              | 25          |
| 10            | BUSINESS PLAN AND WORK PROGRAMME                              | 25          |
| 11            | SITES AND DECOMMISSIONING                                     | 26          |
| 12            | PAYMENTS                                                      | 26          |
| 13            | ACCOUNTS                                                      | 30          |
| 14            | INTELLECTUAL PROPERTY                                         | 31          |
| 15            | LIABILITY OF THE COUNCILS                                     | 31          |
| 16            | WITHDRAWAL                                                    | 33          |
| 17            | DISPUTE RESOLUTION                                            | 34          |
| 18            | DATA PROTECTION                                               | 35          |
| 19            | FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION          | 37          |
| 23            | COUNCILS' OBLIGATIONS FOLLOWING EXPIRY OR EARLIER TERMINATION | 39          |
| 24            | POLICIES                                                      | 41          |
| 25            | CONFIDENTIALITY AND ANNOUNCEMENTS                             | 41          |
| 26            | CONTRACTS (THIRD PARTY RIGHTS)                                | 42          |
| 27            | NOTICES                                                       | 42          |
| 28            | GOVERNING LAW                                                 | 42          |
| 29            | ASSIGNMENTS                                                   | 43          |
| 30            | WAIVER AND COSTS                                              | 43          |

|    |                                                 |    |
|----|-------------------------------------------------|----|
| 31 | ENTIRE AGREEMENT                                | 43 |
| 32 | COUNTERPARTS                                    | 43 |
| 33 | RELATIONSHIP OF COUNCILS                        | 43 |
| 34 | MITIGATION                                      | 44 |
| 35 | STATUTORY RESPONSIBILITIES                      | 44 |
| 36 | LOCAL GOVERNMENT (CONTRACTS) ACT 1997           | 44 |
| 37 | VARIATIONS                                      | 44 |
| 38 | SEVERABILITY                                    | 44 |
|    | SCHEDULE 1 – PROJECT TASKS                      | 46 |
|    | SCHEDULE 2 - JOINT COMMITTEE TERMS OF REFERENCE | 56 |
|    | SCHEDULE 3 - PROJECT BOARD TERMS OF REFERENCE   | 61 |
|    | SCHEDULE 4 - ADDRESSES OF THE COUNCILS          | 62 |
|    | SCHEDULE 5 - ANNUAL BUDGET                      | 63 |
|    | SCHEDULE 6 - ACCOUNTING PERIODS                 | 64 |
|    | SCHEDULE 7 - LIABILITY REPORT                   | 65 |
|    | SCHEDULE 8 - SITES                              | 67 |
|    | SCHEDULE 9 - PAYMENT PROPORTIONS                | 68 |

**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]<sup>1</sup>, (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.

---

<sup>1</sup> 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:-

|                            |                                                                                                                                                   |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"AB Accounts"</b>       | has the meaning given in Clause 14 (Accounts)                                                                                                     |
| <b>"Accounting Period"</b> | 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 |
| <b>"Act"</b>               | means the Local Government Act 1972                                                                                                               |
| <b>"Allocated Site"</b>    | means a site (or sites) offered to the Project by a Council;                                                                                      |

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Annual Budget"</b>              | 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)            |
| <b>"Business Day"</b>               | means any day other than a Saturday or Sunday or a public or bank holiday in England and Wales                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>"Chair"</b>                      | 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))                                                                                                                                                                                                                                                                                                                                          |
| <b>"CIWM"</b>                       | means the Chartered Institute of Wastes Management                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>"Commencement Date"</b>          | means the date of this Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>"Confidential Information"</b>   | 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 |
| <b>"Contract Documents"</b>         | 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)] <sup>2</sup> and any other document entered into between the Lead Council and the Contractor or an Affiliate of the Contractor in respect of the Project                                                                                                                                                                                                                         |
| <b>"Contract Manager"</b>           | means the person appointed to manage the Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>"Contract Procedure Rules"</b>   | means the Lead Council's contract procedure rules                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>"Contractor"</b>                 | Is the term used to define the Contractor in the Project Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>"Conwy's Payment Proportion"</b> | has the meaning given in Clause 12 (Payments)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>"Core Policies"</b>              | means those policies set out at Schedule 13 (Authority's Policies) of the Project Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

---

<sup>2</sup> List to be reviewed in line with the final solution.



|                                            |                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Cost Sharing Formula"</b>              | 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) |
| <b>"Council Procedure Rules"</b>           | means the Lead Council's procedure rules                                                                                                                                                                                                                                                                        |
| <b>"Counternotice"</b>                     | has the meaning given in Clause 2.2.2 (Breaches of this Agreement and Remediation)                                                                                                                                                                                                                              |
| <b>"Decision Period"</b>                   | means the period of <b>[fourteen (14) Business Days]</b> <sup>3</sup> from the date of the Liability Report or such other time as is unanimously agreed by all the Councils                                                                                                                                     |
| <b>"Project Officer"</b>                   | has the meaning given in Clause 9 (Project Officers)                                                                                                                                                                                                                                                            |
| <b>"Deductions"</b>                        | means the deductions imposed by the Lead Council pursuant to Schedule 4 (Payment Mechanism) of the Project Agreement                                                                                                                                                                                            |
| <b>"Default Interest Rate"</b>             | means two per cent (2%) above the base rate of Barclays Bank plc                                                                                                                                                                                                                                                |
| <b>"Default Notice"</b>                    | has the meaning given in Clause 2.2.1 (Breaches of this Agreement and Remediation)                                                                                                                                                                                                                              |
| <b>"Defaulter"</b>                         | has the meaning given in Clause 2.3.1 (Termination)                                                                                                                                                                                                                                                             |
| <b>"Denbighshire's Payment Proportion"</b> | has the meaning given in Clause 12.8 (Payments)                                                                                                                                                                                                                                                                 |
| <b>"Dispute"</b>                           | means any difference or dispute between the Councils arising out of or in connection with this Agreement and/or the Project                                                                                                                                                                                     |
| <b>"DPA"</b>                               | means the Data Protection Act 1998                                                                                                                                                                                                                                                                              |
| <b>"Due Date"</b>                          | has the meaning given in Clause 12.7 (Payments)                                                                                                                                                                                                                                                                 |
| <b>"EIR"</b>                               | has the meaning given in Clause 19 (Freedom of Information and Environmental Information)                                                                                                                                                                                                                       |
| <b>"EU Procurement Rules"</b>              | means the Public Contracts Regulations 2006                                                                                                                                                                                                                                                                     |
| <b>"Facility"</b>                          | 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                                                                                                          |
| <b>"Final Business Case" or "FBC"</b>      | 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                                                                                                            |

---

<sup>3</sup> Time period to be agreed by the Councils.

|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"FoIA"</b>                                  | has the meaning given in Clause 19 (Freedom of Information and Environmental Information)                                                                                                                                                                                                                                                                                                                       |
| <b>"Gwynedd's Payment Proportion"</b>          | has the meaning given in Clause 12.9 (Payments)                                                                                                                                                                                                                                                                                                                                                                 |
| <b>"Intellectual Property"</b>                 | 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 |
| <b>"IP Material"</b>                           | means the Intellectual Property in the Material                                                                                                                                                                                                                                                                                                                                                                 |
| <b>"Isle of Anglesey's Payment Proportion"</b> | has the meaning given in Clause 12.10 (Payments)                                                                                                                                                                                                                                                                                                                                                                |
| <b>"JC Unresolved Matter"</b>                  | has the meaning given in Clause 6.3 (Joint Committee)                                                                                                                                                                                                                                                                                                                                                           |
| <b>"Joint Committee"</b>                       | 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                                                                                                 |
| <b>"Joint Committee Meeting"</b>               | means a meeting of the Joint Committee duly convened in accordance with Clause 6 (Joint Committee)                                                                                                                                                                                                                                                                                                              |
| <b>"Key Facility"</b>                          | means the key residual waste treatment facility procured as part of the Solution under the Project                                                                                                                                                                                                                                                                                                              |
| <b>"LAS"</b>                                   | means the Landfill Allowance Scheme (LAS) Regulations (Wales) 2004                                                                                                                                                                                                                                                                                                                                              |
| <b>"LAS Allowances"</b>                        | means the annual allowances for each local authority pursuant to the LAS                                                                                                                                                                                                                                                                                                                                        |
| <b>"Lead Council"</b>                          | 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                                                                                                                                                                                                                       |
| <b>"Lead Finance Officer"</b>                  | 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

|                                           |                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Material"</b>                         | 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)                                                               |
| <b>"Matter Reserved To The Councils"</b>  | means those actions, matters and/or functions as defined in Clause 5 (Decision Making)                                                                                                                                                                                                                                                                               |
| <b>"Model Procedure"</b>                  | means the Centre for Dispute Resolution Model Mediation Procedure                                                                                                                                                                                                                                                                                                    |
| <b>"Non-Defaulting Councils"</b>          | has the meaning given in Clause 2.3.1 (Termination)                                                                                                                                                                                                                                                                                                                  |
| <b>"Notice of Acceptance"</b>             | has the meaning given in Clause 2.2.2 (Breaches of this Agreement and Remediation)                                                                                                                                                                                                                                                                                   |
| <b>"Notice of Dispute"</b>                | has the meaning given in Clause 2.2.2 (Breaches of this Agreement and Remediation)                                                                                                                                                                                                                                                                                   |
| <b>"Performance and Improvement Plan"</b> | 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); |
| <b>"Personal Data"</b>                    | means personal data as defined in the DPA                                                                                                                                                                                                                                                                                                                            |
| <b>"PB Unresolved Matter"</b>             | has the meaning given in Clause 8 (Project Board)                                                                                                                                                                                                                                                                                                                    |
| <b>"Project Board"</b>                    | has the meaning given to it in Clause 8 (Project Board)                                                                                                                                                                                                                                                                                                              |
| <b>"Project Board Meeting"</b>            | means a meeting of the Project Board duly convened in accordance with Clause 8 (Project Board)                                                                                                                                                                                                                                                                       |
| <b>"Project"</b>                          | means as defined in Recital (A)                                                                                                                                                                                                                                                                                                                                      |

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Project Agreement"</b>           | 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                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>"Project Section 151 Officer"</b> | 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) |
| <b>"Project Tasks"</b>               | 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                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>"Solution"</b>                    | means as defined in Recital (A)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>"Statutory Officer"</b>           | 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                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>"Termination Sum"</b>             | 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                                                                                                                                          |
| <b>"Vice-Chair"</b>                  | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>"WG"</b>                          | 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:  
  
Index<sub>1</sub>  
  
Index<sub>2</sub>
- 1.3.14 where "**Index<sub>1</sub>**" is the value of RPIX most recently published prior to the relevant calculation date and "**Index<sub>2</sub>**" 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 Agreement<sup>4</sup>.

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 Days<sup>5</sup>

<sup>4</sup> To draft out and list any continuing obligation/survivorship clauses.

<sup>5</sup> 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 Days<sup>6</sup> 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;

---

<sup>6</sup> 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.
- 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) [£ ]<sup>7</sup>, 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 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

---

<sup>7</sup> Appropriate figure to be determined.

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.]<sup>8</sup>

- 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.

- 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.

---

<sup>8</sup> 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?

- 6.4 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.<sup>9</sup> 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 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),

---

<sup>9</sup> 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).



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)]<sup>10</sup> 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.
- 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.

---

<sup>10</sup> Councils to confirm.

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]<sup>11</sup> 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.

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.

---

<sup>11</sup> Date to be agreed and confirmed by Councils.

## 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 transfer<sup>12</sup> 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 of the Project the Councils agree to discuss and determine appropriate arrangements in respect of the site and the WTS].

## 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 one fifth of such grant, 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

---

<sup>12</sup> Details in respect of the transfer to be confirmed by Property advisers.

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. ACCOUNTS<sup>13</sup>

### **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 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.

---

<sup>13</sup> 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.



## **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.]**

Tudalen 160

| TASK                                                                                                                       | CLAUSE/<br>SCHEDULE | CONTRACT<br>MANAGER<br>MATTER | LEAD<br>COUNCIL<br>MATTER | PROJECT BOARD<br>MATTER | JOINT<br>COMMITTEE<br>MATTER | COUNCILS'<br>MATTER/MATTER<br>RESERVED TO<br>THE COUNCILS'<br>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 beaches 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/<br>SCHEDULE | CONTRACT<br>MANAGER<br>MATTER | LEAD<br>COUNCIL<br>MATTER | PROJECT BOARD<br>MATTER | JOINT<br>COMMITTEE<br>MATTER | COUNCILS'<br>MATTER/MATTER<br>RESERVED TO<br>THE COUNCILS'<br>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/<br>SCHEDULE | CONTRACT<br>MANAGER<br>MATTER | LEAD<br>COUNCIL<br>MATTER | PROJECT BOARD<br>MATTER | JOINT<br>COMMITTEE<br>MATTER | COUNCILS'<br>MATTER/MATTER<br>RESERVED TO<br>THE COUNCILS'<br>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/<br>SCHEDULE | CONTRACT<br>MANAGER<br>MATTER | LEAD<br>COUNCIL<br>MATTER | PROJECT BOARD<br>MATTER | JOINT<br>COMMITTEE<br>MATTER | COUNCILS'<br>MATTER/MATTER<br>RESERVED TO<br>THE COUNCILS'<br>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/<br>SCHEDULE | CONTRACT<br>MANAGER<br>MATTER | LEAD<br>COUNCIL<br>MATTER | PROJECT BOARD<br>MATTER                 | JOINT<br>COMMITTEE<br>MATTER | COUNCILS'<br>MATTER/MATTER<br>RESERVED TO<br>THE COUNCILS'<br>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<br>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/<br>SCHEDULE | CONTRACT<br>MANAGER<br>MATTER | LEAD<br>COUNCIL<br>MATTER | PROJECT BOARD<br>MATTER | JOINT<br>COMMITTEE<br>MATTER | COUNCILS'<br>MATTER/MATTER<br>RESERVED TO<br>THE COUNCILS'<br>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/<br>SCHEDULE | CONTRACT<br>MANAGER<br>MATTER | LEAD<br>COUNCIL<br>MATTER | PROJECT BOARD<br>MATTER | JOINT<br>COMMITTEE<br>MATTER | COUNCILS'<br>MATTER/MATTER<br>RESERVED TO<br>THE COUNCILS'<br>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/<br>SCHEDULE | CONTRACT<br>MANAGER<br>MATTER | LEAD<br>COUNCIL<br>MATTER | PROJECT BOARD<br>MATTER | JOINT<br>COMMITTEE<br>MATTER | COUNCILS'<br>MATTER/MATTER<br>RESERVED TO<br>THE COUNCILS'<br>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/<br>SCHEDULE | CONTRACT<br>MANAGER<br>MATTER | LEAD<br>COUNCIL<br>MATTER | PROJECT BOARD<br>MATTER | JOINT<br>COMMITTEE<br>MATTER | COUNCILS'<br>MATTER/MATTER<br>RESERVED TO<br>THE COUNCILS'<br>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/<br>SCHEDULE | CONTRACT<br>MANAGER<br>MATTER | LEAD<br>COUNCIL<br>MATTER | PROJECT BOARD<br>MATTER | JOINT<br>COMMITTEE<br>MATTER | COUNCILS'<br>MATTER/MATTER<br>RESERVED TO<br>THE COUNCILS'<br>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.]**

| <b>RECIPIENT'S NAME</b>                                                                                   | <b>ADDRESS</b>                                                  | <b>FAX NO.</b> | <b>EMAIL</b>                        | <b>CORPORATE OFFICER MANAGEMENT TEAM</b> |
|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|----------------|-------------------------------------|------------------------------------------|
| Conwy County Borough Council:-                                                                            | Bodlondeb, Conwy, North Wales LL32 8DU                          | 01492 576116   | Janet.Jones@conwy.gov.uk            | Executive Group                          |
| Denbighshire County Council:-<br>Head of Corporate Governance                                             | County Hall, Wynnstay Road, Ruthin LL15 1YN                     | 01824 706293   | Legal@denbighshire.gov.uk           | Senior Leadership Team                   |
| Flintshire County Council:-<br>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:-<br>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:-<br>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.]**

| <b>Start of Accounting Period</b> | <b>End of Accounting Period</b> |
|-----------------------------------|---------------------------------|
| 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):-

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b><u>Amount</u> (all figures in round pounds)</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| <p>Staff costs (and associated overheads) in progressing the Project:-</p> <ul style="list-style-type: none"> <li>• consultancy and advisors fees (legal, financial, technical, insurance etc.);</li> <li>• internal Project management and monitoring;</li> <li>• internal professional advice.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                    |
| <p>Loss of funding support from Welsh Government.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                    |
| <p>Losses incurred due to:-</p> <ul style="list-style-type: none"> <li>• loss of guaranteed Third Party Income identified in the Contractor's base case financial model;</li> <li>• liability on the remaining Councils to pay an increased proportion of the Unitary Charge payments due to the Contractor under the Project Agreement;</li> <li>• 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;</li> <li>• loss of non-guaranteed Third Party Income;</li> <li>• loss of electricity revenues; and</li> <li>• the cost of acquiring additional</li> </ul> |                                                    |

|                                                                                                                                                                                                                              | <b><u>Amount</u> (all figures in round pounds)</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| 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**

| <b>Site</b> | <b>Site Address<br/>(the Site being<br/>more<br/>particularly<br/>identified<br/>shown edged<br/>red on the<br/>relevant Site<br/>Plan)</b> | <b>Land Registry<br/>Title Number(s)</b> | <b>Freehold/Lease<br/>hold</b> |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|--------------------------------|
| Deeside     | Land at Deeside<br>Industrial Park,<br>Deeside,<br>Flintshire                                                                               | CYM316351                                | Freehold                       |

## SCHEDULE 9 - PAYMENT PROPORTIONS

**[DN: Finance to provide details for inclusion. However, agreed principles are noted below.]**

### **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



**Appendix 3**

**NWRWTP - Selection of preferred bidder &  
contents of draft IAA2  
06/02/2014**

**Equality Impact Assessment**

**Contact:** S.PARKER - HEAD OF SERVICE

**Updated:** 24/1/2014

**1. What type of proposal is being assessed?**

A project proposal

**2. Please describe the purpose of this proposal**

- a) to select a particular contractor
- b) to establish a legal framework for cost sharing between councils

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

No

The proposal has no potential for discrimination against protected groups

**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)*

Documents studied by head of service

**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 effect

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

no effect

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

|                 |           |
|-----------------|-----------|
| <Please Select> | no effect |
|-----------------|-----------|

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

|                 |       |
|-----------------|-------|
| <Please Select> | <none |
|-----------------|-------|

| Action(s)                                  | Owner        | Date       |
|--------------------------------------------|--------------|------------|
| <Please describe>                          | <Enter Name> | <DD.MM.YY> |
| <For additional actions, insert row below> | <Enter Name> | <DD.MM.YY> |

-----

**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: | <24.01.2014 |
|--------------|-------------|

| Name of Lead Officer for Equality Impact Assessment | Date      |
|-----------------------------------------------------|-----------|
| <s.parker                                           | 24.1.2014 |

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

\_\_\_\_\_

Mae tudalen hwn yn fwriadol wag

|                            |                                          |
|----------------------------|------------------------------------------|
| <b>Adroddiad i'r:</b>      | <b>Pwyllgor Archwilio Partneriaethau</b> |
| <b>Dyddiad y Cyfarfod:</b> | <b>6 Chwefror 2014</b>                   |
| <b>Awdur yr Adroddiad:</b> | <b>Cydlynnydd Archwilio</b>              |
| <b>Teitl:</b>              | <b>Rhaglen Waith Archwilio</b>           |

---

## **1. Am beth mae'r adroddiad yn sôn?**

Mae'r adroddiad yn cyflwyno rhaglen gwaith i'r dyfodol y Pwyllgor Archwilio Partneriaethau i'r aelodau ei hystyried.

## **2. Beth yw'r rheswm dros wneud yr adroddiad hwn?**

Gofyn i'r Pwyllgor adolygu a chytuno ar ei raglen waith i'r dyfodol, a rhoi'r wybodaeth ddiweddaraf i aelodau ar faterion perthnasol.

## **3. Beth yw'r argymhellion?**

Dylai'r Pwyllgor ystyried yr wybodaeth a ddarparwyd a chymeradwyo, adolygu neu addasu ei raglen gwaith i'r dyfodol fel y mae'n ystyried yn briodol.

## **4. Manylion am yr adroddiad**

- 4.1 Mae Erthygl 6 yng Nghyfansoddiad y Cyngor yn nodi cylch gorchwyl, swyddogaeth ac aelodaeth pob Pwyllgor Archwilio. Mae rheolau trefniadaeth ar gyfer y pwyllgorau archwilio i'w cael yn Adran 4 o'r Cyfansoddiad.
- 4.2 Mae Cyfansoddiad Cyngor Sir Ddinbych yn gofyn i bwyllgorau archwilio baratoi rhaglen waith ar gyfer unrhyw waith yn y dyfodol a'u bod yn adolygu'r rhaglen. Drwy adolygu a blaenoriaethu materion mae modd i aelodau sicrhau fod y rhaglen waith yn cyflwyno rhaglen dan arweiniad yr aelodau.
- 4.3 Arfer sydd wedi'i fabwysiadu yn Sir Ddinbych ers nifer o flynyddoedd yw bod pwyllgorau archwilio'n cyfyngu ar nifer yr adroddiadau a ystyrir mewn unrhyw gyfarfod i uchafswm o bedwar, yn ogystal ag adroddiad rhaglen waith y Pwyllgor ei hun. Amcan y dull hwn yw hwyluso cael trafodaeth fanwl ac effeithiol ar bob eitem.
- 4.4 Gofynnir i'r Pwyllgor ystyried rhaglen waith ddrafft ar gyfer cyfarfodydd i ddod fel y nodwyd yn atodiad 1 a'i chymeradwyo, ei hadolygu neu ei diwygio yn ôl yr angen. Wrth benderfynu ar raglen waith, gofynnir i aelodau ystyried:
  - materion a godwyd gan aelodau'r Pwyllgor

- y materion a gyfeiriwyd atynt gan y Grŵp Cadeiryddion ac Is-Gadeiryddion Archwilio
  - perthnasedd i flaenoriaethau'r Pwyllgor/ y Cyngor/ y gymuned
  - Cynllun Corfforaethol y Cyngor ac Adroddiad Blynyddol Cyfarwyddwr Gwasanaethau Cymdeithasol
  - bodloni'r llwyth gwaith
  - amseroldeb
  - canlyniadau
  - gwybodaeth a materion allweddol i'w cynnwys mewn adroddiadau
  - a fydd yr aelod Cabinet arweiniol perthnasol yn cael gwahoddiad (gan ystyried a yw eu presenoldeb yn angenrheidiol neu'n ychwanegu gwerth). (Ym mhob sefyllfa bydd y penderfyniad yn cael ei rannu gyda'r aelod arweiniol perthnasol)
  - cwestiynau i'w gofyn i swyddogion / aelodau arweiniol y Cabinet
- 4.5 Wrth ystyried eitemau i'w cynnwys yn y rhaglen waith i'r dyfodol, efallai y byddai aelodau'n cael budd o ystyried y cwestiynau canlynol wrth benderfynu a yw eitem yn addas neu beidio:
- beth yw'r mater?
  - pwy yw'r budd-ddeiliaid?
  - beth sy'n cael ei ystyried mewn man arall
  - beth sydd angen i archwilio ei wybod? a
  - pwy sy'n gallu cynorthwyo?
- 4.6 Fel y nodwyd ym mharagraff 4.2 mae Cyfansoddiad Cyngor Sir Ddinbych yn gofyn i bwyllgorau archwilio baratoi rhaglen ar gyfer gwaith y dyfodol a'u bod yn eu hadolygu. Er mwyn cynorthwyo'r broses o flaenoriaethu adroddiadau, os yw'r swyddogion o'r farn fod pwnc yn haeddu'r amser i gael ei drafod ar raglen fusnes y Pwyllgor, mae'n rhaid iddynt wneud cais ffurfiol i'r Pwyllgor i ystyried derbyn adroddiad ar y pwnc hwnnw. I wneud hyn, mae'n rhaid cyflwyno 'ffurflen gais' sy'n nodi diben, pwysigrwydd a chanlyniadau posib yr eitem. Derbyniwyd un ffurflen gais yn gofyn i'r Pwyllgor ystyried adroddiad gan Bartneriaeth Iechyd Meddwl Gogledd Cymru ar y cynnydd hyd yma yn erbyn y camau gweithredu gofynnol yn 'Law yn Llaw at Iechyd Meddwl' (gweler Atodiad 2 ynghlwm). Gofynnir i'r Aelodau ystyried y cais hwn.
- 4.7 Rhaglen Gwaith i'r Dyfodol y Cabinet  
Wrth benderfynu ar eu rhaglen waith mae'n bwysig fod pwyllgorau archwilio yn ystyried rhaglen waith y Cabinet. I'r diben hwn, mae rhaglen waith y Cabinet wedi ei chynnwys yn Atodiad 3.
- 4.8 Datblygiad Penderfyniadau'r Pwyllgor  
Yn Atodiad 4 o'r adroddiad hwn mae tabl yn crynhoi penderfyniadau diweddar y Pwyllgor ac yn cynghori'r aelodau ar ddatblygiadau yn sgil y penderfyniadau.

**5. Grŵp Cadeiryddion ac Is-Gadeiryddion Archwilio**

O dan drefniadau archwilio'r Cyngor mae Grŵp Cadeiryddion ac Is-Gadeiryddion Archwilio (GCIGA) yn gweithredu fel pwyllgor cydlyn. Cyfarfu'r Grŵp ar 9 Ionawr 2014, ni atgyfeiriwyd unrhyw eitemau i'w hystyried gan y Pwyllgor hwn.

**6. Sut mae'r penderfyniad yn cyfrannu at y Blaenoriaethau Corfforaethol?**

Bydd archwilio effeithiol yn gymorth i'r Cyngor gynnal y blaenoriaethau corfforaethol yn unol ag anghenion cymunedau a dymuniadau trigolion. Bydd datblygu ac adolygu'r rhaglen waith cydlynol yn barhaus yn cynorthwyo'r Cyngor i fonitro ac adolygu materion polisi.

**7. Beth yw prif gasgliadau'r Asesiad o Effaith ar Gydraddoldeb a gwblhawyd ar gyfer y penderfyniad?**

Ni chynhaliwyd Asesiad o Effaith ar Gydraddoldeb er diben yr adroddiad hwn gan nad yw ystyried rhaglen waith i'r dyfodol y Pwyllgor yn debygol o gael effaith andwyol neu annheg ar bobl sy'n rhannu nodweddion sydd wedi'u diogelu.

**8. Faint fydd hyn yn ei gostio a sut bydd yn effeithio ar wasanaethau eraill?**

Mae'n bosib y bydd yn rhaid i wasanaethau neilltuo amser swyddog i gynorthwyo'r Pwyllgor gyda'r eitemau a nodwyd yn y rhaglen waith a chydag unrhyw gam gweithredu yn dilyn ystyried yr eitemau hynny.

**9. Pa ymgynghoriadau sydd wedi eu cynnal?**

Does dim angen cynnal ymgynghoriad ar yr adroddiad hwn. Fodd bynnag, mae'r adroddiad ei hun a'r ystyriaeth a roir gan y Pwyllgor i'w raglen waith ar gyfer y dyfodol yn gyfystyr ag ymgynghoriad gyda'r Pwyllgor o ran ei raglen waith.

**10. Pa risgiau sy'n bodoli ac a oes unrhyw beth y gallwn ei wneud i'w lleihau?**

Nid oes risg wedi ei ganfod o ran y Pwyllgor yn ystyried ei raglen waith. Fodd bynnag, wrth adolygu ei raglen waith yn rheolaidd gall y Pwyllgor sicrhau bod meysydd sy'n peri pryder yn cael eu hystyried a'u harchwilio fel y maent yn dod i'r amlwg a bod argymhellion yn cael eu gwneud er mwyn mynd i'r afael â nhw.

**11. Grym i wneud Penderfyniad**

Yn unol ag Erthygl 6.3.7 Cyfansoddiad y Cyngor mae'n rhaid i bwyllgorau archwilio'r Cyngor baratoi rhaglen waith a'i hadolygu.

**Swyddog Cyswllt:** Cydlynnydd Archwilio  
Rhif Ffôn: (01824) 712554  
E-bost: [dcc\\_admin@denbighshire.gov.uk](mailto:dcc_admin@denbighshire.gov.uk)



**Note: Items entered in italics have not been approved for submission by the Committee. Such reports are listed here for information, pending formal approval.**

| Meeting  | Lead Member(s)                                                     | Item (description / title)            | Purpose of report                                                                                                                                            | Expected Outcomes                                                                                                                                                                                       | Author                               | Date Entered                                        |
|----------|--------------------------------------------------------------------|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-----------------------------------------------------|
| 13 March | <b>Cllr. Huw LI Jones</b><br><i>(required)</i>                     | 1 AONB Joint Committee                | To scrutinise the effectiveness of the Partnership                                                                                                           | Observations on the governance, particularly on the scrutiny arrangements for the new AONB Joint Committee with Flintshire County Council and Wrexham county Borough Council                            | Lisa Jones/Huw Rees/Howard Sutcliffe | By SCVCG October 2013                               |
|          | <b>Cllr. Eryl Williams/Cllr. Huw LI Jones</b><br><i>(required)</i> | 2. Rural Development Plan Partnership | To scrutinise the relationship between the Partnership and Denbighshire County Council and its achievements in delivering the Rural Development Plan 2007-13 | Identification of good practice and obstacles encountered in delivering the current RDP to enable the development of effective mechanisms to deliver any future European/WG funded partnership projects | Joanna Douglass                      | By SCVCG Rescheduled by the Committee December 2013 |
|          |                                                                    | 3. <i>Together for Mental Health</i>  | <i>To examine the North Wales Mental Health Partnership's progress to date against the required actions in Together for Mental Health</i>                    | <i>Delivery of good adult mental health services and a seamless working relationship between the Council and BCUHB in this</i>                                                                          | <i>Phil Gilroy/Helena Thomas</i>     | <i>February 2014</i>                                |

| Meeting      | Lead Member(s)            | Item (description / title)                                                                                                                                                                                                                               | Purpose of report                                                                                                                                                                                                                                                                                                                                                                                 | Expected Outcomes                                                                                                                                                                                                                  | Author                     | Date Entered  |
|--------------|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|---------------|
|              |                           |                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                   | <i>service area</i>                                                                                                                                                                                                                |                            |               |
| 10 April     |                           |                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                    |                            |               |
|              |                           |                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                    |                            |               |
| 5 June (tbc) | <b>Cllr. David Smith</b>  | 1<br>Community Safety Partnership<br><b>[Crime and Disorder Scrutiny]</b><br><br>(* particular reference to be included in the report to domestic violence matters and the work undertaken with and to complement the work of the LSCB – see item below) | To detail the Partnership's achievement in delivering its 2013/14 action plan and its progress to date in delivering its action plan for 2014/15                                                                                                                                                                                                                                                  | Effective monitoring of the CSP's delivery of its action plan for 2013/14 and its progress to date in delivering its plan for 2014/15 will ensure that the CSP delivers the services which the Council and local residents require | Graham Boase/Siân Taylor   | May 2013      |
|              | <b>Cllr. Bobby Feeley</b> | 2<br>Conwy & Denbighshire Local Children's Safeguarding Board<br><br>(* particular reference to be included in the report to domestic violence matters and the work undertaken with and to complement the work of the CSP – see above item)              | (i) To monitor the LSCB's achievement and performance in delivering its key priorities for 2013/14 and information on its key priorities for 2014/15<br>(ii) Analyse data and trends identified in 2013/14 to identify which approaches worked well and which were not as successful; and<br>(iii) To update the Committee on the latest national and regional developments with respect to LSCBs | Identification of measures which will ensure that the Authority discharges its functions with respect to child protection                                                                                                          | Sue Trehearn/Leighton Rees | November 2013 |
|              | <b>Cllrs. Huw LI</b>      | 3<br>Heritage and Arts                                                                                                                                                                                                                                   | To give an update on the                                                                                                                                                                                                                                                                                                                                                                          | Evidence based                                                                                                                                                                                                                     | Steve                      | Dec 2012      |

| Meeting       | Lead Member(s)             | Item (description / title) |                                                                        | Purpose of report                                                                                                                                  | Expected Outcomes                                                                                                                                                                                                        | Author                                  | Date Entered                                                                                                            |
|---------------|----------------------------|----------------------------|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
|               | <b>Jones</b>               |                            | Service                                                                | outcomes of the review and the proposals to be implemented to enhance the effectiveness of the service                                             | recommendations with a view to further improving the offer to the public with limited resources                                                                                                                          | Parker/Samantha Williams                | (transferred from Communities Scrutiny Committee March 2013 and rescheduled by SCVCG April 2013; deferred October 2013) |
|               |                            |                            |                                                                        |                                                                                                                                                    |                                                                                                                                                                                                                          |                                         |                                                                                                                         |
| 10 July (tbc) | <b>Cllr. Hugh H Evans</b>  | 1                          | BIG Plan: Performance Update                                           | To consider the Joint Local Service Board's (LSB) performance in delivering its integrated strategic plan                                          | (i) an evaluation of the effectiveness of the Joint LSB's performance in delivering its plan;<br>(ii) identification of areas of weakness/slippages and measures to address them to improve outcomes for local residents | Emma Horan                              | <b>Cllr. Hugh H Evans</b>                                                                                               |
|               | <b>Cllr. Eryl Williams</b> | 2                          | Families First (*unless funding changes necessitate an earlier report) | To evaluate and monitor the providers' progress to date in delivering their services, the Families First Action Plan and outcome 4 of the BIG Plan | A thorough analysis of the projects' delivery to date will ensure all commissioned projects are on target                                                                                                                | Alan Smith/Liz Grieve/Jan Juckes-Hughes | November 2013                                                                                                           |

Tudalen 196

| Meeting               | Lead Member(s) | Item (description / title) | Purpose of report | Expected Outcomes                                                                                                                                                                      | Author | Date Entered |
|-----------------------|----------------|----------------------------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------------|
|                       |                |                            |                   | to deliver the expected outcomes in line with their tender objectives and ensure better outcomes for service users and effective and efficient use of the financial resources provided |        |              |
| 25 September (tbc)    |                |                            |                   |                                                                                                                                                                                        |        |              |
| 6 November (tbc)      |                |                            |                   |                                                                                                                                                                                        |        |              |
| 18 December (tbc)     |                |                            |                   |                                                                                                                                                                                        |        |              |
| 5 February 2015 (tbc) |                |                            |                   |                                                                                                                                                                                        |        |              |
| 19 March (tbc)        |                |                            |                   |                                                                                                                                                                                        |        |              |
| 30 April (tbc)        |                |                            |                   |                                                                                                                                                                                        |        |              |

**Future Issues**

| Item (description / title) | Purpose of report | Expected Outcomes | Author | Date Entered |
|----------------------------|-------------------|-------------------|--------|--------------|
|----------------------------|-------------------|-------------------|--------|--------------|

|                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                         |                               |               |
|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------|
| <b>Next meeting with BCUHB:</b><br>(late 2013/early 2014)<br><br>Localities                                                               | To report on the progress with the development and roll-out of the localities service. The report to include the progress achieved with respect to co-location arrangements, the outcomes/impact framework, appointment of GPs locality leaders and buy-in by GPs to the HECS service and the work undertaken to support carers | Improved life experiences for service users and seamless working between Health and Social Care                                                                         | BCUHB/DCC                     | June 2013     |
| Hygiene and Infection Control                                                                                                             | To receive facts and statistics with respect to the extent of hospital acquired infections within the Health Service in North Wales                                                                                                                                                                                             | Assurances that all possible steps are being taken to minimise the risk to patients of acquiring infections whilst in hospital                                          | BCUHB                         | June 2013     |
| Framework for Delivering Integrated Health and Social Care for Older People with Complex Needs                                            | To consider how the joint Statement of Intent for delivering these services will be implemented in Denbighshire                                                                                                                                                                                                                 | Accessible and seamless health and social care services for older people with complex needs that will protect them and enable them to live as independently as possible | Sally Ellis/Phil Gilroy/BCUHB | December 2013 |
|                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                         |                               |               |
| Update following conclusion of inquiry undertaken by the National Crime Agency in to historic abuse in North Wales Children's' Care Homes | To update the Committee of the outcome of the National Crime Agency (NCA) investigation in to the abuse of children in the care of the former Clwyd County Council, and to determine whether any procedures require revision.                                                                                                   | Determination of whether any of the Council's safeguarding policies and procedures need to be revised in light of the NCA's findings                                    | Sally Ellis                   | November 2012 |

**For future years**

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|--|--|--|--|--|

**Information/Consultation Reports**

| Information / Consultation | Item (description / | Purpose of report | Author | Date Entered |
|----------------------------|---------------------|-------------------|--------|--------------|
|----------------------------|---------------------|-------------------|--------|--------------|

|                                                                                                      | title)                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                |                |
|------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------|
| Information Report                                                                                   | Glyndŵr University                  | To consider current and future developments for the college locally and the educational services delivered for Denbighshire students (including data on student enrolment/qualifications; progression e.g. apprenticeships, employment or FE; how the College works with Denbighshire schools and further education establishments which educate Denbighshire residents; financial information i.e. funding and spending; other partnership arrangements). The report also to include details of the College's vision and ambitions for the future. Consideration of the requested information will assist members to determine whether the College is delivering a high quality of education which meets the needs of Denbighshire students and contributes to the County's economic development ambition. | Professor Michael Scott        | September 2013 |
| Information (January/February 2014 – follow-up to the information report produced in September 2013) | Regional Emergency Planning Service | To report the progress to date with the establishment of a regional service and the transitional arrangements from the present service to the new regional service, the development of a partnership Service Level Agreement (SLA), along with details of the appointment of a Manager and Deputy Manager. Consideration of this information will ensure the provision of a resilient and robust Emergency Planning Service that will meet the needs of local residents when emergency situations occur                                                                                                                                                                                                                                                                                                     | Rebecca Maxwell/Mike Hitchings | September 2013 |

27/01/14 - RhE

**Note for officers – Committee Report Deadlines**

| Meeting  | Deadline           | Meeting  | Deadline        | Meeting | Deadline      |
|----------|--------------------|----------|-----------------|---------|---------------|
| 13 March | <b>27 February</b> | 10 April | <b>27 March</b> | 5 June  | <b>22 May</b> |

Partnerships Scrutiny Work Programme.doc

| <b>PROPOSAL FORM FOR AGENDA ITEMS<br/>FOR SCRUTINY COMMITTEES</b>                                       |                                                                                                           |                                                                                                                                                                        |                              |               |   |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------------|---|
| <b>NAME OF SCRUTINY COMMITTEE</b>                                                                       | Partnership Scrutiny                                                                                      |                                                                                                                                                                        |                              |               |   |
| <b>DATE OF MEETING / TIMESCALE FOR CONSIDERATION</b>                                                    | 13 <sup>th</sup> March 2014                                                                               |                                                                                                                                                                        |                              |               |   |
| <b>TITLE OF REPORT</b>                                                                                  | Together for Mental Health                                                                                |                                                                                                                                                                        |                              |               |   |
| <b>P<br/>U<br/>R<br/>P<br/>O<br/>S<br/>E</b>                                                            | <b>1. Why is the report being proposed? (see also the checklist overleaf)</b>                             | To advise members of the report from the North Wales Mental Health Partnership on implementing Together for Mental Health.                                             |                              |               |   |
|                                                                                                         | <b>2. What issues are to be scrutinised?</b>                                                              | The North Wales Mental Health Partnership and the progress to date against the required actions in Together for Mental Health                                          |                              |               |   |
|                                                                                                         | <b>3. Is it necessary/desirable for witnesses to attend e.g. lead members, officers/external experts?</b> | BCUHB colleague may be attending to present alongside Adult Services.                                                                                                  |                              |               |   |
|                                                                                                         | <b>4. What will the committee achieve by considering the report?</b>                                      | Further detail in respect of the delivery of adult mental health services and the relationship between DCC and BCUHB in this service area                              |                              |               |   |
|                                                                                                         | <b>5. Score the topic from 0 – 4 on aims &amp; priorities and impact (see overleaf)*</b>                  | <table border="1"> <thead> <tr> <th><b>Aims &amp; Priorities</b></th> <th><b>Impact</b></th> </tr> </thead> <tbody> <tr> <td>4</td> <td>3</td> </tr> </tbody> </table> | <b>Aims &amp; Priorities</b> | <b>Impact</b> | 4 |
| <b>Aims &amp; Priorities</b>                                                                            | <b>Impact</b>                                                                                             |                                                                                                                                                                        |                              |               |   |
| 4                                                                                                       | 3                                                                                                         |                                                                                                                                                                        |                              |               |   |
| <b>ADDITIONAL COMMENTS</b>                                                                              |                                                                                                           |                                                                                                                                                                        |                              |               |   |
| <b>REPORTING PATH – what is the next step? Are Scrutiny's recommendations to be reported elsewhere?</b> | Will be incorporated into subsequent report to cabinet.                                                   |                                                                                                                                                                        |                              |               |   |
| <b>AUTHOR</b>                                                                                           | Phil Gilroy / Helena Thomas                                                                               |                                                                                                                                                                        |                              |               |   |





Cabinet Forward Work Plan

Appendix 3

Tudalen 201

| Meeting     | Item (description / title) |                                                                            | Purpose of report                                                                       | Cabinet Decision required (yes/no) | Author – Lead member and contact officer                     |
|-------------|----------------------------|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------|--------------------------------------------------------------|
| 18 February | 1                          | Finance Report Update                                                      | To update Cabinet on the current financial position of the Council                      | Tbc                                | Cllr Julian Thompson-Hill / Paul McGrady                     |
|             | 2                          | North Wales Residual Waste Project                                         | To agree contractual arrangements for the disposal of the council's residual waste.     | Tbc                                | Cllr David Smith / Steve Parker / Jim Espley                 |
|             | 3                          | Street Naming Policy                                                       | To consider amendments to the current Street Naming Policy and to adopt the new Policy. | Yes                                | Cllr Huw Jones / Hywyn Williams                              |
|             | 4                          | Rhyl New School Project                                                    | To approve the Business Case                                                            | Yes                                | Cllr Eryl Williams / Jackie Walley                           |
|             | 5                          | The National Model for School Improvement                                  | tbc                                                                                     | tbc                                | Cllr Eryl Williams / Karen Evans                             |
|             | 6                          | Response to consultation on Town and Area Plans – Ruthin & Prestatyn areas | To approve the town and areas plans for Ruthin and Prestatyn areas                      | tbc                                | Cllr Hugh Evans / Rebecca Maxwell / Peter McHugh / Tom Booty |
|             | 7                          | Items from Scrutiny Committees                                             | To consider any issues raised by Scrutiny for Cabinet's attention.                      | Tbc                                | Scrutiny Coordinator                                         |

Cabinet Forward Work Plan

Tudalen 202

| Meeting         |   | Item (description / title)                                                        | Purpose of report                                                           | Cabinet Decision required (yes/no) | Author – Lead member and contact officer                     |
|-----------------|---|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------|------------------------------------|--------------------------------------------------------------|
| <b>25 March</b> | 1 | Finance Report Update                                                             | To update Cabinet on the current financial position of the Council          | Tbc                                | Cllr Julian Thompson-Hill / Paul McGrady                     |
|                 | 2 | Corporate Plan QPR: Quarter 3 2013/14                                             | To monitor the Council's progress in delivering the Corporate Plan 2012 -17 | Tbc                                | Cllr Barbara Smith / Tony Ward                               |
|                 | 3 | Response to consultation on Town and Areas Plans – Rhyl, Denbigh & Rhuddlan areas | To approve the Town and Area Plans for Rhyl, Denbigh & Rhuddlan areas       | Tbc                                | Cllr Hugh Evans / Rebecca Maxwell / Peter McHugh / Tom Booty |
|                 | 4 | Procurement Business Case for Three Counties                                      | To consider the Business Case                                               | Yes                                | Cllr Julian Thompson Hill / Paul McGrady                     |
|                 | 5 | West Rhyl Housing Improvement Project                                             | Detailed design of open green space to be considered                        | Tbc                                | Cllr Hugh Evans / Carol L Evans                              |
|                 | 6 | Items from Scrutiny Committees                                                    | To consider any issues raised by Scrutiny for Cabinet's attention           | Tbc                                | Scrutiny Coordinator                                         |
| <b>29 April</b> | 1 | Finance Report Update                                                             | To update Cabinet on the current financial position of the Council          | Tbc                                | Cllr Julian Thompson-Hill / Paul McGrady                     |
|                 | 2 | Items from Scrutiny Committees                                                    | To consider any issues raised by Scrutiny for                               | Tbc                                | Scrutiny Coordinator                                         |

Cabinet Forward Work Plan

| Meeting       | Item (description / title) |                                       | Purpose of report                                                           | Cabinet Decision required (yes/no) | Author – Lead member and contact officer |
|---------------|----------------------------|---------------------------------------|-----------------------------------------------------------------------------|------------------------------------|------------------------------------------|
|               |                            |                                       | Cabinet's attention.                                                        |                                    |                                          |
| <b>27 May</b> | 1                          | Finance Report Update                 | To update Cabinet on the current financial position of the Council          | Tbc                                | Cllr Julian Thompson-Hill / Paul McGrady |
|               | 2                          | Items from Scrutiny Committees        | To consider any issues raised by Scrutiny for Cabinet's attention.          | Tbc                                | Scrutiny Coordinator                     |
| <b>June</b>   | 1                          | Finance Report Update                 | To update Cabinet on the current financial position of the Council          | Tbc                                | Cllr Julian Thompson-Hill / Paul McGrady |
|               | 2                          | Corporate Plan QPR: Quarter 3 2013/14 | To monitor the Council's progress in delivering the Corporate Plan 2012 -17 | Tbc                                | Cllr Barbara Smith / Tony Ward           |
|               | 3                          | Items from Scrutiny Committees        | To consider any issues raised by Scrutiny for Cabinet's attention           | Tbc                                | Scrutiny Coordinator                     |
|               |                            |                                       |                                                                             |                                    |                                          |

Tudalen 203

Note for officers – Cabinet Report Deadlines

| <i>Meeting</i> | <i>Deadline</i> | <i>Meeting</i> | <i>Deadline</i> | <i>Meeting</i> | <i>Deadline</i> |
|----------------|-----------------|----------------|-----------------|----------------|-----------------|
|                |                 |                |                 |                |                 |

Cabinet Forward Work Plan

|                 |                          |              |                        |              |                        |
|-----------------|--------------------------|--------------|------------------------|--------------|------------------------|
| <i>February</i> | <b><i>4 February</i></b> | <i>March</i> | <b><i>11 March</i></b> | <i>April</i> | <b><i>10 April</i></b> |
|-----------------|--------------------------|--------------|------------------------|--------------|------------------------|

Updated 21/01/13 - SP

Cabinet Forward Work Programme.doc

## Progress with Committee Resolutions

| Date of Meeting  | Item number and title                                                                          | Resolution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Progress                                                                                                                                                                                   |
|------------------|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 19 December 2013 | 6. National Adoption Service                                                                   | <p><b>RESOLVED</b> that the Committee:</p> <p>(i) Support the proposals for achieving a National Adoption Service in Wales as detailed in the report of the Association of Directors of Social Services (ADSS) Cymru; and</p> <p>(ii) Support the proposal that Wrexham County Borough Council would continue to act as the lead authority for the North Wales Adoption Service.</p>                                                                                                                                                                                                                                                                                      | Officers advised of the Committee's resolution                                                                                                                                             |
|                  | 7. Framework for Delivering Health and Social Care Service for Older People with Complex Needs | <p><b>RESOLVED</b> that the Committee recommend to Cabinet that it fully supports the contents of the Statement of Intent on Integrated Care for Older People with Complex Needs drawn up between North Wales Local Authorities and BCUHB, for submission to the Welsh Government. The integrated working practices outlined in the Statement of Intent along with the utilisation of combined skills, knowledge, experience and resources should deliver better outcomes for older people and contribute towards the delivery of the Council's corporate priority of ensuring that vulnerable people are protected and are able to live as independently as possible</p> | <p>Cabinet advised of Scrutiny's views at its meeting on 14 January 2014.</p> <p>Cabinet at that meeting endorsed the draft Statement of Intent for submission to the Welsh Government</p> |
|                  | 8. Single Access Route to Housing –                                                            | <p><b>RESOLVED</b> that, subject to the observations raised, the Committee support the principles of the draft</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Scrutiny's observations were reported to Cabinet at                                                                                                                                        |

|  |                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                 |
|--|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>Common Allocations Policy</b>  | <i>Common Allocations Policy. The Committee also recommended that Cabinet endorse and adopt the Policy for implementation in Denbighshire. The Policy should ensure that social housing is allocated in a fair and consistent method to people within our communities according to their housing needs.</i>                                                                                                                                                                                                                                                                                                                              | its meeting on 14 January 2014. Cabinet resolved to approve the new Common Allocations Policy for Denbighshire and requested that officers report back to scrutiny on actions taken in respect of the issues raised by Partnerships Scrutiny Committee and further points raised by elected members at Cabinet. |
|  | <b>9. Scrutiny Work Programme</b> | <b>RESOLVED</b> that,<br><i>(i) subject to the above amendments, the work programme as detailed in Appendix 1 to the report be approved;</i><br><i>(ii) Councillor Jeanette Chamberlain-Jones be appointed as the Committee's representative on the Service Challenge Group for the Business Planning and Performance Service, and that Councillor Merfyn Parry serve as the Committee's representative on the Service Challenge Group for the Highways and Infrastructure Service; and</i><br><i>(iii) Councillor Dewi Owens be appointed as the Committee's representative on the Economic and Community Ambition Programme Board.</i> | Relevant officers informed of the appointments                                                                                                                                                                                                                                                                  |



Mae tudalen hwn yn fwriadol wag