

To: Members of the Partnerships
Scrutiny Committee

Date: 31 January 2014

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Dear Councillor

You are invited to attend a meeting of the **PARTNERSHIPS SCRUTINY COMMITTEE** to be held at **9.30 am** on **THURSDAY, 6 FEBRUARY 2014** in **CONFERENCE ROOM 1A, COUNTY HALL, RUTHIN.**

Yours sincerely

G. Williams
Head of Legal and Democratic Services

AGENDA

PART 1 - THE PRESS AND PUBLIC ARE INVITED TO ATTEND THIS PART OF THE MEETING

1 APOLOGIES

2 DECLARATIONS OF INTEREST

Members to declare any personal or prejudicial interests in any business identified to be considered at this meeting.

3 URGENT MATTERS AS AGREED BY THE CHAIR

Notice of items which, in the opinion of the Chair, should be considered at the meeting as a matter of urgency pursuant to Section 100B(4) of the Local Government Act 1972.

4 MINUTES OF THE LAST MEETING (Pages 5 - 12)

To receive the minutes of the Partnerships Scrutiny Committee held on 19 December, 2013 (copy enclosed).

5 REGIONAL SCHOOL EFFECTIVENESS AND IMPROVEMENT SERVICE (GWE) (Pages 13 - 44)

To consider a report by the Head of Education (copy enclosed) to detail the progress achieved following the establishment of the RSEIS.

9.35 a.m. – 10.10 a.m.

6 THE BIG PLAN - UPDATE ON PERFORMANCE (Pages 45 - 78)

To consider a report by the Performance and Planning Officer (copy enclosed) for Members to scrutinise the Joint Local Service Board's (LSB) performance in delivering its integrated strategic plan.

10.10 a.m. – 10.40 a.m.

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

**7 NORTH WALES COMMISSIONING HUB ANNUAL REPORT** (Pages 79 - 108)

To consider a report by the Commissioning Hub Manager (copy enclosed) to detail the progress to date with the establishment and running of the hub and the benefits realised to date from its establishment. Also details of the scoping exercise on high cost dementia placements.

**10.50 a.m. – 11.20 a.m.**

**8 SECOND INTER-AUTHORITY AGREEMENT FOR THE NORTH WALES RESIDUAL WASTE PROJECT (NWRWTP)** (Pages 109 - 188)

To consider a report by the Project Manager (NE Hub) (copy enclosed) for Members to scrutinise the process involved in awarding "preferred Bidder" status and issues surrounding approving Inter Authority Agreement 2.

**11.20 a.m. – 11.50 a.m.**

**9 SCRUTINY WORK PROGRAMME** (Pages 189 - 208)

To consider a report by the Scrutiny Coordinator (copy enclosed) seeking a review of the Committee's Forward Work Programme and updating members on relevant issues.

**11.50 a.m. – 12.05 p.m.**

## **10 FEEDBACK FROM COMMITTEE REPRESENTATIVES**

To receive any updated from Committee representatives on various Council Boards and Groups.

**12.05 p.m. – 12.15 p.m.**

### **MEMBERSHIP**

#### **Councillors**

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

Margaret McCarroll  
Dewi Owens  
Merfyn Parry  
Bill Tasker  
Joe Welch

#### **Voting Co-opted Members for Education (Agenda Item No. 5 only)**

Gill Greenland  
Debra Houghton  
Nicola Lewis  
Dr D Marjoram  
Gareth Williams

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## PARTNERSHIPS SCRUTINY COMMITTEE

Minutes of a meeting of the Partnerships Scrutiny Committee held in Conference Room 1a, County Hall, Ruthin on Thursday, 19 December 2013 at 9.30 am.

### PRESENT

Councillors Jeanette Chamberlain-Jones (Chair), Bill Cowie, Ann Davies, Margaret McCarroll, Merfyn Parry and Bill Tasker

**Lead Members:** Councillors Bobby Feeley and Hugh Carson Irving attended at the Committee's request.

### ALSO PRESENT

Corporate Director: Modernisation & Wellbeing (Statutory Director of Social Services) (SE), Head of Children & Family Services (LR), Head of Adult & Business Services (PG), Senior Officer, Strategy & Partnerships (SL), Project Manager (CO), Senior Officer, Housing Options (SC), Scrutiny Co-ordinator (RE) and Committee Administrator (SLW).

#### 1 APOLOGIES

Apologies for absence were received from Councillors Meirick Davies, Alice Jones, Pat Jones and Dewi Owens

#### 2 ELECTION OF VICE-CHAIR

As there had been no CVs submitted for the Vice-Chair role it was agreed to postpone the appointment until a future meeting.

#### 3 DECLARATION OF INTERESTS

Declaration of a personal interest were made by:

- (i) Councillor Jeanette Chamberlain Jones regarding item 8 – National Adoption Service, and
- (ii) Councillor Bill Tasker regarding Item 7 – Framework for Delivering Integrated Health and Social Care for Older People with complex needs.

#### 4 URGENT MATTERS AS AGREED BY THE CHAIR

No urgent matters had been raised.

#### 5 MINUTES OF THE LAST MEETING

The Minutes of the Partnerships Scrutiny Committee held on 7 November 2013 were submitted.

The Scrutiny Co-ordinator confirmed that an update response from the Child and Adolescent Mental Health Service had been shown in the Information Briefing document (previously circulated).

**RESOLVED** that subject to the above, the minutes of the meeting held on 26 September 2013 be approved as a correct record.

At this juncture, the Chair agreed to change the order of business set out on the Agenda. The items would be heard in the following order :

8. National Adoption Service

7. Framework for Delivering Integrated Health and Social Care for Older People with Complex Needs

6 Single Access Route to Housing – Common Allocation Policy (CAP)

## **6 NATIONAL ADOPTION SERVICE**

Councillor Bobby Feeley, Lead Member for Social Care and Children's Services, introduced the report and appendices (previously circulated) seeking Partnerships Scrutiny's views on the plan to establish a National Adoption Service for Wales, supported by Regional Adoption Collaboratives. Councillor Feeley also looked for support for Wrexham County Borough Council to continue to act as the lead Authority for the North Wales Adoption Service.

The Head of Children and Family Services (HC&FS) clarified points within the report. HC&FS gave assurances to the Scrutiny Committee that the Council's statutory functions in relation to providing an Adoption Service would be fully met, in accordance with legislation and guidance.

The creation of a National Adoption Service was one of the key Policy strands of the Welsh Government, and the proposals were endorsed by the Deputy Minister for Children and Social Services on 25 April 2013.

The Association of Directors of Social Services (ADSS) Cymru, had worked with the Welsh Local Government Association (WLGA) to produce a functional model for delivery of a National Adoption Service across Wales via regional collaboratives. The functional model proposed the following five Regional Adoption Collaboratives:

- North Wales – Wrexham, Flintshire, Gwynedd, Conwy, Denbighshire and Ynys Mon
- South East Wales – Blaenau Gwent, Monmouthshire, Torfaen, Newport and Caerphilly
- West & Mid Wales – Ceredigion, Carmarthenshire, Pembrokeshire and Powys
- Western Bay – Bridgend, Neath Port Talbot and Swansea
- Mid & South Wales – Cardiff, the Vale of Glamorgan, Merthyr Tydfil and Rhondda-Cynon-Taff.

It had been planned that all five Regional Collaboratives would be established by April 2014.

A Task and Finish Group would also be established, comprising of representatives from Welsh Government, ADSS Cymru, Care and Social Services Inspectorate Wales (CSSIW), British Association for Adoption and Fostering (BAAF), Voluntary Adoption Agencies and each of the five Regional Collaboratives to produce a robust change programme for implementing the functional model.

The national service model should be monitored to ensure costs did not increase from the current level of net expenditure. Any additional costs arising from administering and hosting the new arrangements should be properly distributed between participating authorities.

General discussion took place on adoption policies and procedures and it was:

**RESOLVED** that the Committee:

- (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
- (ii) Support the proposal that Wrexham County Borough Council would continue to act as the lead authority for the North Wales Adoption Service.

## **7 FRAMEWORK FOR DELIVERING INTEGRATED HEALTH AND SOCIAL CARE FOR OLDER PEOPLE WITH COMPLEX NEEDS**

Councillor Bobby Feeley, Lead Member for Social Care Adults and Children's Services, introduced the report (previously circulated) to inform Members of the intentions of the Welsh Government (WG) to establish integrated health and social care services for older people with complex needs.

Indepth discussion took place and the following points were highlighted:

- The Committee welcomed proposals outlined in the draft Statement of Intent. In particular, the proposals to explore regional options for:
  - Improved governance
  - Joint commissioning strategies
  - Pooled budgets
  - Co-located teams
  - Shared information system
  - Outcome focused citizen directed services; and
  - A county based Single Point of Access.
- The Committee acknowledged that a number of the options were in the process of being developed in Denbighshire.
- Members felt that the development of integrated services between Health and Social Care could lead to improved co-ordination of care and better continuity of care for service users.

- A more straight forward and consistent referral and communication system would, in turn, provide better and easier access to services.
- Whilst the Committee acknowledged that the current financial climate within which both Local Government and the Health Services operate, along with staffing structure uncertainties within the Health Board and uncertainties surrounding future Local Government structures in Wales, did pose a risk to the vision outlined in the Statement of Intent, the principles were to be commended. Consequently, every effort should be made to ensure that sufficient human and financial resources were available to deliver the seamless/integrated services outlined in the Statement of Intent for the benefit of local residents.

**RESOLVED** 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.

**At this juncture (10.45 a.m.) there was a 15 minute break.  
Meeting re-convened at 11.00 a.m.**

## **8 SINGLE ACCESS ROUTE TO HOUSING - COMMON ALLOCATION POLICY (CAP)**

Councillor Hugh Irving, Lead Member for Customers and Communities, introduced the report (previously circulated) to provide information to Members regarding the details of the revised Common Allocation Policy (CAP) following the consideration of feedback from the CAP consultation, research and legal opinion. The CAP had been agreed by the SARTH (Single Access Route to Housing) Steering Group and would be presented to the Committees/ Boards of the partner organisations.

Councillor Irving also requested support from Members to continue with the project and implement the CAP locally from late 2014.

Following intense discussion the following points were raised:

- The Committee welcomed the fact that the Policy would be reviewed on an annual basis.
- Members welcomed the clarity on the definition of the local connection. However, concerns were raised with respect to potential future pressures on social care budgets if a disproportionately high rate of elderly/disabled tenants from outside the county were to access pensioner/sheltered housing accommodation in the county on the basis of family association/support connection. The Committee felt that trends required close monitoring in order to identify potential pressures.
- Members endorsed the "Guiding Principles" as outlined in the draft CAP. However, the Committee was keen that concerns raised with respect to



certain registered social landlords' (RSLs) lack of commitment to property maintenance, which had resulted in certain areas of the county suffering from poor quality housing, be noted. Whilst Members acknowledged that the majority of concerns could be addressed through the provisions of the new Housing Bill, the Committee requested that every effort be made via the Policy's Steering Group to ensure that all RSLs operating in Denbighshire undertook to maintain their properties to the required standards and conform to Welsh Housing Quality Standards (WHQS) in order to safeguard tenants.

- The Committee requested details of all consultations that had taken place within Denbighshire (particularly during 2013) with the public and stakeholders be incorporated into the report to Cabinet.
- The Committee also requested that the report to Cabinet include details of each partner's financial contribution towards the IT solution project to support the Policy and that the IT project be tailored to keep within the budget allocation and be fully evaluated and presented to members prior to its purchase.

**RESOLVED** that, subject to the observations raised, the Committee support the principles of the draft 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.

## 9 SCRUTINY WORK PROGRAMME

The Scrutiny Co-ordinator submitted a report (previously circulated) seeking members' review of the Committee's Forward Work Programme and provided an update on relevant issues. A draft forward work programme (Appendix 1); Proposal Form for Agenda Items for Scrutiny Committees (Appendix 2); Cabinet's Forward Work Programme (Appendix 3); Progress with Committee Resolutions (Appendix 4); and List of Scrutiny Representatives on Service Challenge Groups (Appendix 5) had been attached to the report.

The Scrutiny Co-ordinator reported upon changes to the work programme and various matters requiring attention –

- A Statement of Intent update from BCUHB and attendance at a future Scrutiny Committee to be requested.
- North Wales Residual Waste Treatment Project to be added to the 6 February 2014 Agenda
- Rural Development Plan Partnership to be moved from 6 February 2014 Agenda and added to 13 March 2014 Agenda
- All Lead Members to be invited to attend Partnerships Scrutiny Committee on 6 February 2014.
- Representation from Partnerships Scrutiny Committee had been requested for the Service Challenge Groups. Councillor Jeanette Chamberlain Jones volunteered for the Business Planning & Performance and Councillor Merfyn Parry for Highways.

- Councillor Dewi Owens had offered and was nominated to be the Committee's representative on the Economic and Community Ambition Programme Board.
- Councillor Huw Jones to be invited to attend the meeting of 13 March as Lead Member for the Area of Outstanding Natural Beauty (AONB) item.
- The Chair, Councillor Jeanette Chamberlain Jones, requested that future meetings also be held in Rhyl and Denbigh as well as Ruthin.

**RESOLVED** that,

- (i) *subject to the above amendments, the work programme as detailed in Appendix 1 to the report be approved;*
- (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*
- (iii) *Councillor Dewi Owens be appointed as the Committee's representative on the Economic and Community Ambition Programme Board.*

## **10 FEEDBACK FROM COMMITTEE REPRESENTATIVES**

Councillor Ann Davies gave the Committee a brief update following a recent Carers Steering Group meeting which she had attended.

**Meeting concluded at 12.40 p.m.**

|                               |                                                                         |
|-------------------------------|-------------------------------------------------------------------------|
| <b>Report to:</b>             | <b>Partnerships Scrutiny Committee</b>                                  |
| <b>Date of Meeting:</b>       | <b>6 February 2014</b>                                                  |
| <b>Lead Member / Officer:</b> | <b>Lead Member for Education/Head of Education/Chief Officer of GwE</b> |
| <b>Report Author:</b>         | <b>Head of Education/Chief Officer of GwE</b>                           |
| <b>Title:</b>                 | <b>Regional School Effectiveness and Improvement Service (GwE)</b>      |

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## **1. What is the report about?**

- 1.1 Progress achieved following the establishment of the Regional School Effectiveness and Improvement Service (GwE)

## **2. What is the reason for making this report?**

- 2.1 To provide information on and consider progress made following the establishment of the new Service in order to:
- Identify the benefits realised to date from its establishment in order to measure effectiveness of Service delivery.
  - Identify problems encountered which are yet to be resolved in order to ensure that risk to Service delivery is successfully mitigated.
  - Inform the Committee of any proposals to expand the Service.

## **3. What are the Recommendations?**

That the Committee:

- 3.1 considers the information provided and comments on the progress achieved to date following the establishment of GwE with regard to the following:
- The effectiveness of GwE in delivering economies of scale and specialist support to complement the County's Education Service.
  - The identification of slippages, risks, service gaps or future pressures with regard to recommending mitigating action.

## **4. Report details**

- 4.1 The Chief Officer for GwE presented a report to the Joint Committee on 6 November 2013. This report details the progress that GwE has made to date. (Annex 1). The Head of Education presented a report to Performance Scrutiny on 16 February on KS4 and Post 16 outcomes 2013. (Annex 2.)

**5. How does the decision contribute to the Corporate Priorities?**

- 5.1 Improving performance in Education and the quality of school buildings is one of the Council's corporate priorities for 2012-17 term of office. The effective delivery of GwE is integral to achieving this priority as the Service is responsible for operational delivery of the core school improvement functions, operating as a commissioned service.

**6. What will it cost and how will it affect other services?**

- 6.1 The cost of this has been agreed through the Service Level Agreement.

**7. What are the main conclusions of the Equality Impact Assessment (EqIA) undertaken on the decision? The completed EqIA template should be attached as an appendix to the report.**

The purpose of the report is to review and consider progress made. Therefore, the report is not seeking a decision in response to a proposal. There are no adverse effects on any of the protected characteristics as a result of this report.

**8. What consultations have been carried out with Scrutiny and others?**

- 8.1 Consultation has been carried out with Key Stakeholders.

**9. Chief Finance Officer Statement**

N/A.

**10. What risks are there and is there anything we can do to reduce them?**

- 10.1 The reputational and political risks to the Authority are minimal, as long as GwE delivers a high quality service in order to contribute to the trajectory of continued improvement that Denbighshire has secured.

**11. Power to make the Decision**

- 11.1 No legal requirements but Local Authority inspections are mandatory.
- 11.2 Article 6.3.2(f) of the Council's Constitution stipulates that scrutiny committees may ensure that actions indicated in action plans are carried out.
- 11.3 Article 6.3.3(d) states that scrutiny may liaise with external organisations operating in the area, whether national, regional or local, to ensure that the interests of local people are enhanced by collaborative working.

**Contact Officer:**  
Head of Education  
Tel: 01824 708009



**REPORT TO THE JOINT COMMITTEE**

**6 NOVEMBER 2013**

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**Report by:** GwE Chief Officer

**Subject:** Progress report on GwE developments (Regional School Effectiveness and Improvement Service) and on pupil outcomes in North Wales schools based on the available regional data

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**1.0 Purpose of the Report**

1.1 To update the Joint Committee members on progress and GwE developments and on pupil outcomes in North Wales schools based on the available regional data.

**2.0 Background**

2.1 This report follows on from the report of the Chief Officer (Interim) to the Joint Committee on 8 July 2013.

2.2 The performance indicators of the Service are listed in section 11.1 of the Full Business Case and are as follows:

- O1 Improved standards in literacy (Welsh/English) and numeracy (Mathematics) that compare well with the best in other countries;
- O2 A single cohesive service for the monitoring, supporting, challenging and intervention within schools across the region;
- O3 Deployment of System Leaders with a consistent approach and recent proven record of school improvement;
- O4 All schools able to access a much broader range of specialist support than that available in individual LAs currently;
- O5 No Local Authorities or schools [learning settings] in any Estyn Inspection category of needing significant improvement or special measures.

### **3.0 Considerations**

3.1 The new Chief Officer started in post on 1 September 2013. Each System Leader post has now been filled, either permanently or by means of secondments. Only one post is temporary this term; this will be a permanent post from 1 January 2014.

3.2 The programme of work for the System Leaders this term includes the following:

- Attend a whole team meeting (to include the administrative team) on setting expectations at the start of the new term - this was led by the Chief Officer;
- Interpret their link schools' end of Key Stage data and consider the schools' own interpretation of the data and the Evaluation Tool, focusing on pupil outcomes;
- Attend training on using the Fischer Family Trust data and the FFT-live website with schools;
- Attend a briefing session on Visit 1 with the local authorities' Home Team officers - this was led by the Chief Officer;
- Training by the Chief Officer on Headteachers' Performance Management;
- Hold Visit 1 and Performance Management meetings in all schools and prepare reports; focus on developments since previous meeting and on pupil outcomes;
- Support and arrange support for targeted schools;
- Pre-inspection support;
- Post-inspection support;
- Sub-regional Team Meetings;
- Estyn training for System Leaders.

3.3 Also, on request, the Chief Officer has held meetings, made presentations and conducted training on behalf of GwE with a variety of partners which include:

- Groups of school Headteachers;
- North Wales Estyn representative;
- Welsh Government representative;
- Elected members and scrutiny committees;
- School Governors;
- Home Team Officers.

3.4 In his 8 July report the Chief Officer (Interim) referred to graphical information showing the categories of schools in the region following the autumn term 2012 Visit 1 (based on pupil outcomes) and that the Service would

collect data in the same way following Visit 3 (based on capacity to improve). See the information in Appendix 1. Initial findings suggest there is a close link between the judgement on outcomes and the capacity to improve in the primary sector. In the secondary sector there is more excellent work with regard to capacity to improve. As Visit 1 was conducted pre-GwE we will re-consider these conclusions in the New Year.

3.5 In the Joint Committee meeting on 8 July, the need to include information about how the service operates in response to placing schools in the orange or red category was noted. See Appendix 2 for further details.

3.6 Initial work has started with regard to the above O2 and O3 performance indicators, which mainly refer to ensuring consistency of implementation across the region. This work includes moderation work by the GwE Management Team, moderation within individual hubs, inter-hub moderation, inter-regional sector moderation, shadowing visits by the Management Team and Home Teams, inter-hub shadowing visits and modelling standard reports.

3.7 Literacy and Numeracy - update since the last report: One of the GwE Senior System Leaders continues to be the region's main contact link with the National Support Programme

- The National Support Programme Partners are already recognising the efficient practice that is emerging in the implementation of the Literacy and Numeracy Framework. The aim of the National Support Programme now is to help disseminate this practice more widely and it will earmark funding to ensure that this happens.
- The National Support Programme will start supporting special schools in the latter half of this term and will encourage them to share practices with each other and with mainstream schools with regard to learners with profound and multiple learning difficulties. The National Support Programme will directly contact pupil referral units in readiness to support them at the same time.
- At present, the National Support Programme is conducting and filming a series of workshops on professional development. Edited versions of these will be available at the beginning of next term and there will be relevant links in the Dysg newsletter.
- Part One of the National Support Programme guideline was published before the summer; Part Two is now available. The second part assists schools to make precise plans for implementing the Literacy and Numeracy Framework.
- Through the established agreement between the Consortium and 'Catch Up', a series of Dyfal Donc courses was held during the term. The agreement ensures that schools in the whole region have the opportunity to attend at a reduced price.

3.8 National Reading and Numeracy Tests (Appendix 3): During May 2013, for the first time, pupils in Year 2-9 in schools across Wales sat national reading and numeracy tests. Results are reported as standardised scores which take into account the age of the child and thus all the results are placed on the same scale. This means that the performance of different groups of pupils may be compared irrespective of their age. More information will follow when the regional analyses have been completed but the national pattern confirms that:

- higher standardised scores are generally seen in primary schools rather than secondary schools in the Welsh and English reading tests;

- more girls than boys gaining a standardised score of higher than 115 whilst more boys than girls gain a standardised score of less than 85 in the Welsh and English reading tests;
- more boys than girls gaining a score of more than 115 and less than 85 in the numeracy tests.

3.9 The User Group continues to meet and provides valuable and useful feedback to the Service. The main matters that were discussed may be summarised as follows:

- Provide feedback on Visit 3 (summer term);
- Literacy and Numeracy support:
  - The National Support Programme;
  - Catch Up programme;
- Arrangements for Visit 1 (autumn term);
- GwE key priorities 2013-14.

3.10 The consultation meetings with the trade unions continue and are chaired by the Consortium Lead Director.

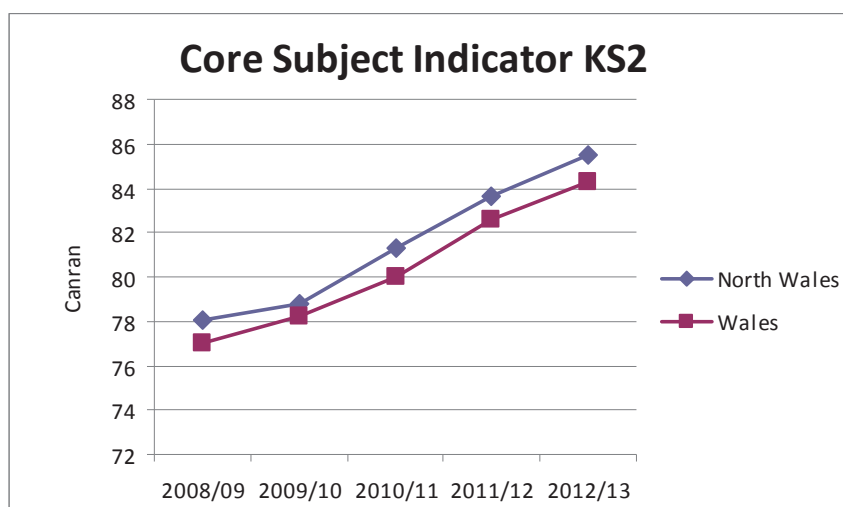
3.11 The Chief Officer is part of regional and national discussions with regard to developing the Welsh Government's 'National Model' for School Improvement. By the time of the Joint Committee's meeting on 6 November, the Chief Officer and the Lead Director will have attended three of the five national meetings that have been arranged at short notice in Cardiff before the end of November.

#### 4.0 Pupil Outcomes 2013

4.1 Processes for collating and analysing data on pupil outcomes within the region are developing. There is only partial information available at present, particularly in the context of end of Key Stage 4 outcomes and the achievement of pupils from underprivileged backgrounds. The Welsh Government has published a timetable for providing this data to authorities but it has slipped.

#### 4.2 Primary Schools

End of Key Stage 2 assessments show that outcomes at the end of the Primary phase for 11 yr. olds in North Wales have risen quickly since 2008, reflecting the progress across Wales.





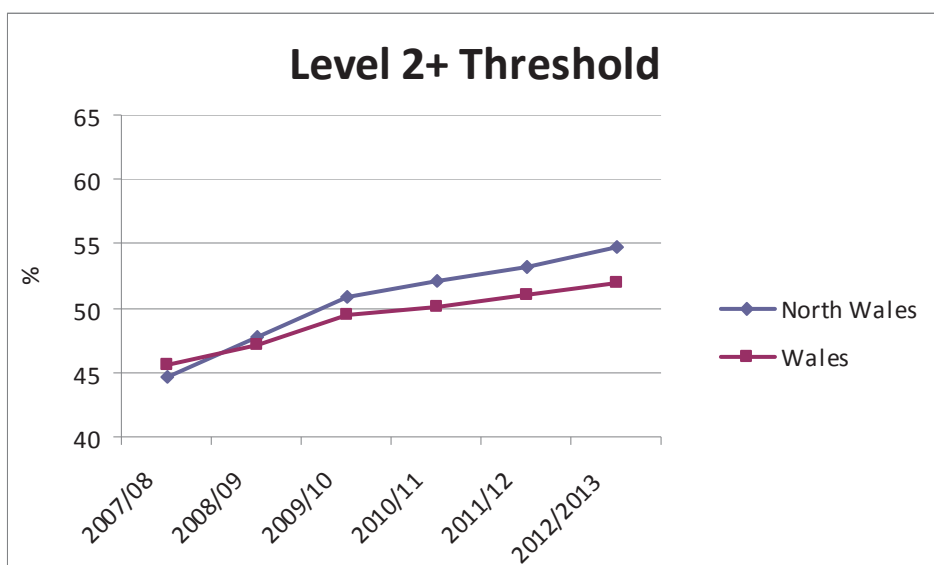
This progress is also seen in the results for **English, Mathematics and Science** on Level 4 (*the ‘expected’ level*). In the case of Level 5, North Wales has moved from being below the figures for Wales to being above the figures for Wales over the same period. See Appendix 4 for further details.

The situation for **Welsh as a First Language** on Level 4 shows a very different pattern. Although there has been progress since 2008, North Wales has moved from being above the figures for Wales in 2008 to being below the figures for Wales in 2011, 2012 and 2013. The situation on Level 5 is more positive. This is discussed further in the Secondary section below.

Since 2008, North Wales core subjects indicator results of pupils that are entitled to Free School Meals (FSM) have seen progress but in 2013 they remained slightly below the figures for the whole of Wales. Results of pupils not entitled to FSM are slightly above the national figures. This matter will also be discussed further in the section on Secondary schools below.

As in every instance where pupil outcomes are discussed in the context of teacher assessment, consistency and reliability of assessments is a matter of discussion. In a recent report commissioned by the Welsh Government, it is recognised that “there is a sound logic to developing and improving the current system with regard to teacher assessments and their moderation” and the Government, in partnership with the authorities and regional consortia, intends taking urgent action on this matter.

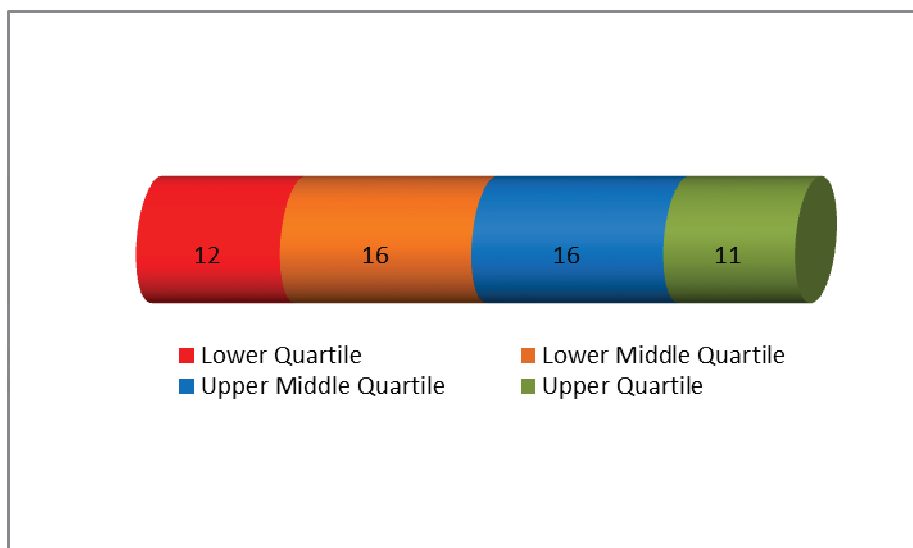
#### 4.3 Secondary schools



End of KS4 assessments show that outcomes for 15 yr.old pupils in North Wales show significant progress in the main indicator which is the **Level 2+ Threshold** (TL2+), from 44.6% in 2008 to approximately 54.8% (temporary) in 2013. This is an increase of 10.2 percentage points (pp) compared with an increase of 6.3 pp across Wales during the same period. The main reason for this is the increase of 11.4 pp in A\* - C results in Mathematics compared with 7.5 pp across Wales. It should also be noted that the gap between North Wales and Wales has widened at a quicker rate in 2013 and it is this momentum that needs to be maintained. Performance varies significantly from authority to authority and from school to school. Free School Meals (FSM) data for 2013 notes that five of the six authorities in North Wales are more privileged than the average for Wales. Therefore, on the basis of this, North Wales’ performance should exceed that of the rest of Wales. Of the 55 secondary schools in the region, 11 were in the

upper quartile, 16 in the upper middle quartile, 16 in the lower middle quartile and 12 in the lower quartile for the TL2+ in 2012.

**Secondary School L2+ 2012**



Despite the progress noted above, achievement in **Mathematics** remains a matter that requires attention across the region. The proportion of pupils gaining A\* - C grade remains 1.6 pp lower than for **English** in 2012. In the light of this, and following publication by Estyn of a report on Good Practice in KS4 Mathematics, GwE will seek to appoint two excellent practitioners to lead the work across the region. This will be a secondment of five terms.

**Welsh as a First Language** shows a decrease of 2 pp in the proportion of pupils gaining A\* - C grade between 2008 and 2012, the only core subject where a decrease was seen. The national figure for the same period was constant. There is further work to be done in this area across Wales, as the cohort of pupils is not as clearly defined as in the other core subjects. The recent report on Welsh as a Second Language by Professor Sioned Davies submitted to the Welsh Government is an important factor in this discussion.

Between 2009 and 2011 an increase was seen in the performance figures for FSM pupils across the region. However this increase is 0.5 pp lower than the corresponding national increase which is mainly because of performance in one authority. In 2011 and 2012 five of the six authorities were performing above the national figure but regionally in 2012 a decrease of 2.2 pp was seen on the figures for 2011. In 2012, the performance of FSM pupils in one authority is 7.2 pp below the national figure. The authority is working to promote better use of the Pupil Deprivation Grant (PDG) across its schools. Comparative data for 2013 is not yet available but this is a clear priority for the Welsh Government with a significant increase in the PDG for schools in April 2014.

In the period between 2009 and 2012 there was a consistent increase in the achievement of pupils not entitled to FSM in the TL2+ placing the region above the national figure for the fourth consecutive year. This increase of 4.5 pp was higher than the national increase. As a result, the performance gap between these pupils and their peers who are entitled to FSM is higher in the region than what is seen nationally.

The **gap between the performance of boys and girls** in the TL2+ in North Wales has increased to 10.1 pp by 2012. This gap is higher than the 8.6 pp figure for the whole of Wales. However the increase in the boys' performance in North Wales (7.1 pp) since 2008 is higher than the national increase (5.2 pp). There was a 10.2 pp increase in girls' performance in North Wales over the same period with a national increase of 5.9 pp

## **5.0 Estyn Category Schools**

5.1 One of the key aims of the service, as noted in the Full Business Case, is to work towards ensuring that there are 'no Local Authorities or schools [learning settings] in any Estyn Inspection category of needing significant improvement or special measures'

5.2 At the start of the summer term 2013, when establishing GwE, six primary schools and three secondary schools required significant improvement; and three primary schools and two secondary schools were in special measures across the region. By October 2013, at the time of preparing this report, four primary schools and one secondary school required significant improvement; and two primary schools and two secondary schools were in special measures.

## **6.0 The Future**

6.1 The future of the Service, as referred to previously, is involved with the development of the National Model for School Improvement. The principle, which is already in place in the North, of ensuring that Service resources are targeted according to need rather than by authority, is one which needs to be strongly adhered to.

6.2 GwE needs to respond to the vision of the need to provide a service that is more proactive. This should include more of a focus on setting and challenging targets and monitoring progress towards them. There is also a great need to develop the supporting element of the Service's work with any new resources that will be available, including developing school to school support as a high priority. There are considerable implications here with regard to training System Leaders and I trust there will be national guidance on this.

6.3 Following Visit 1 this year the Leadership and Management Tool will also need to be amended and this will be addressed during the next term.

## **7.0 Recommendations**

7.1 The Joint Committee is requested to:

7.1.1 note the contents of the report on current GwE developments and the main performance indicators

7.1.2 approve that the Chief Officer continues to represent GwE in national discussions that are involved with developing the National Model for School Improvement and report to the Joint Committee on these developments

## **8.0 Financial Implications**

8.1 There are no financial implications arising from this report

## **9.0 Equalities Impact**

9.1 There are no new equalities impacts arising from this report

## **10.0 Personnel Implications**

10.1 Two secondments, on present conditions, from January 2014 until August 2015, to lead on KS4 Mathematics across the region. These appointments concur with the requirements of the National Model for School Improvement.

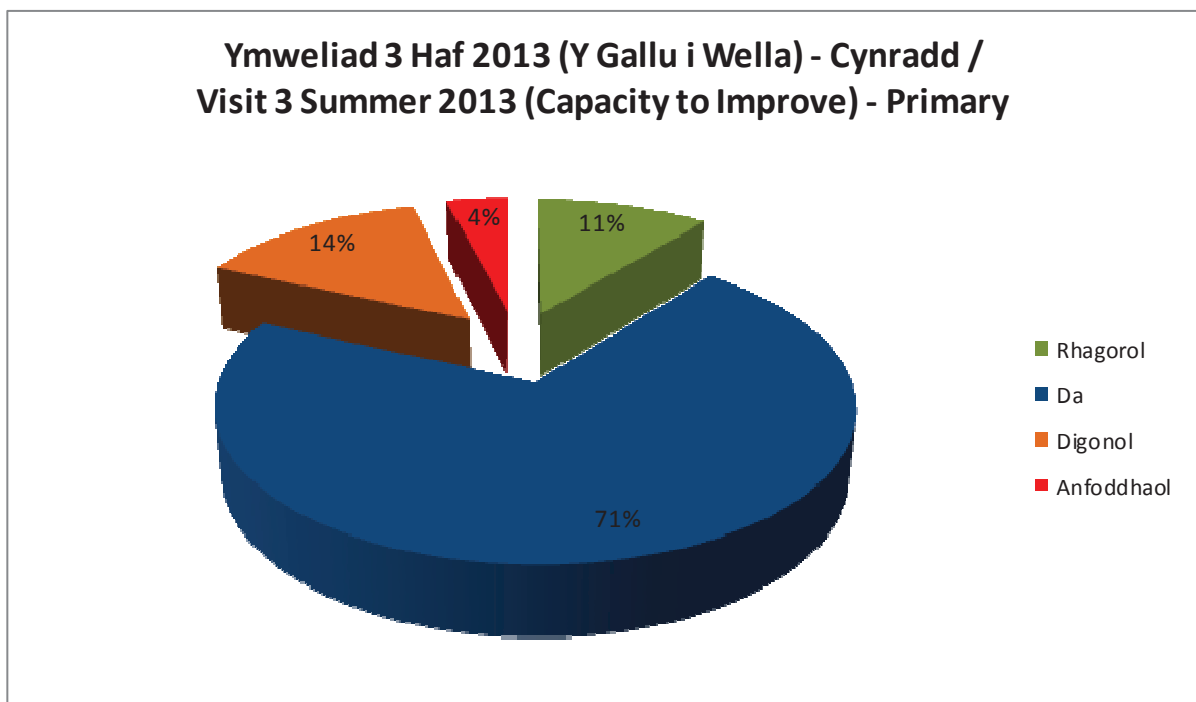
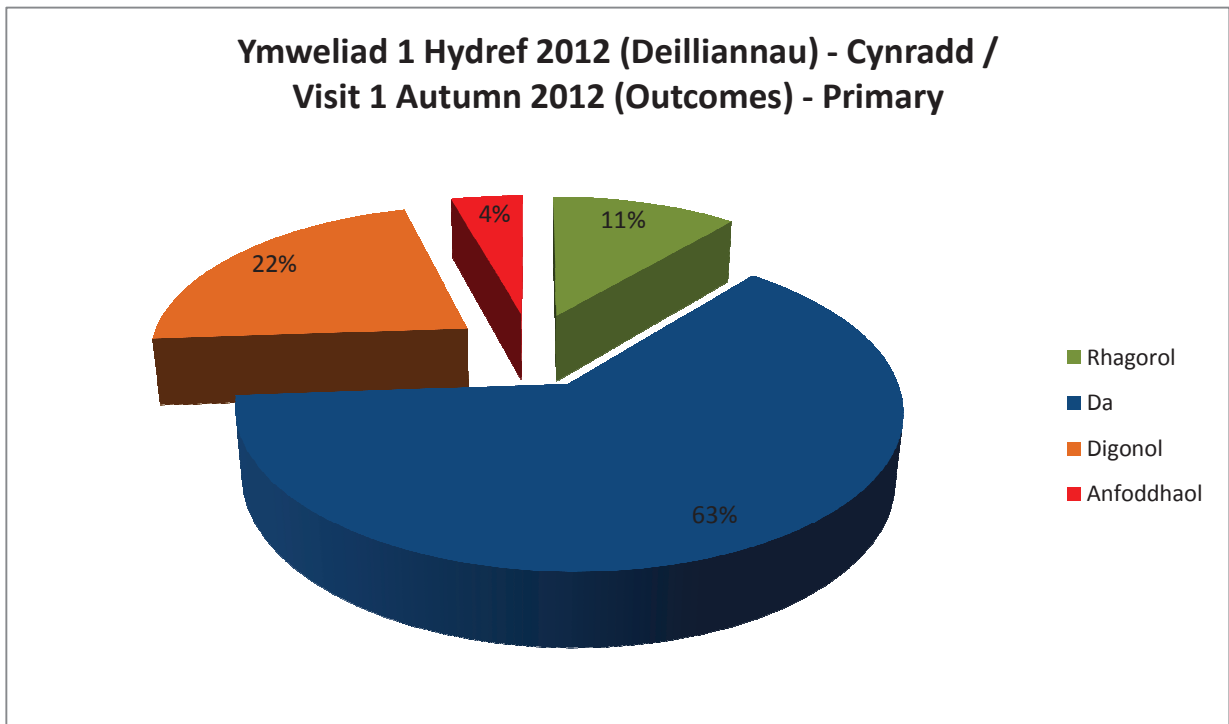
**11.0 Consultations**

11.1 None directly as a result of this report

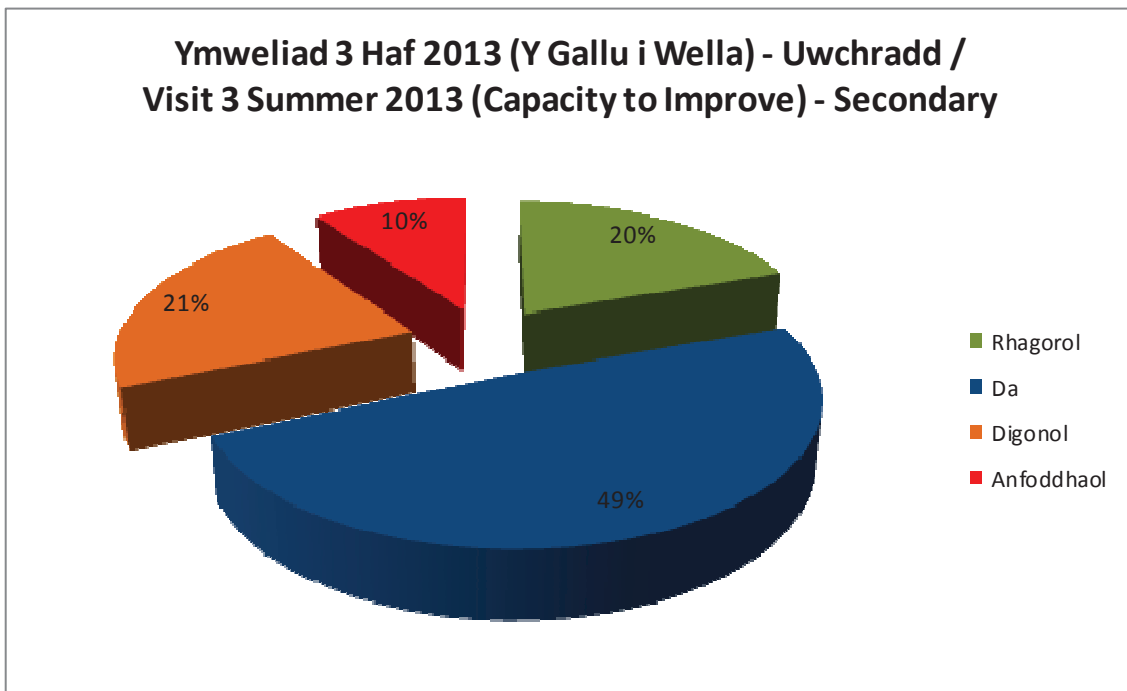
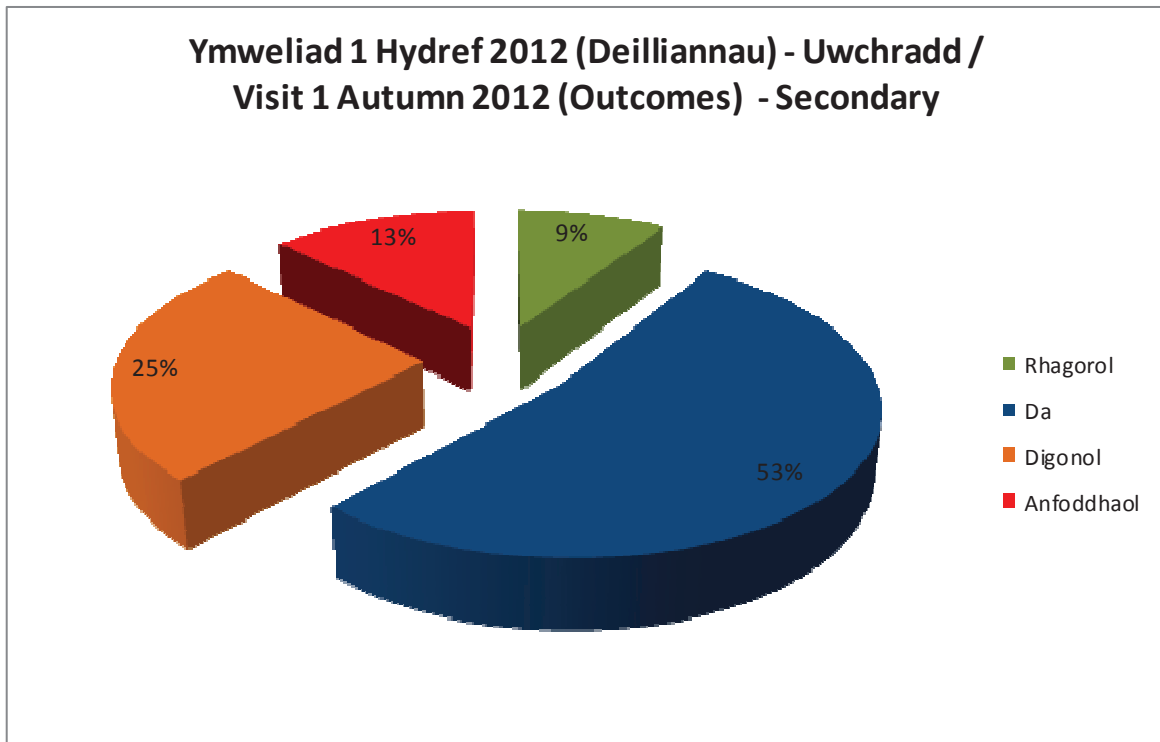
**12.0 Appendices**

- Appendix 1.1: Primary Performance
- Appendix 1.2: Secondary Performance
- Appendix 2: GwE Support
- Appendix 3: National Reading and Numeracy tests
- Appendix 4: Pupil outcomes 2013

Appendix 1.1: Primary Performance

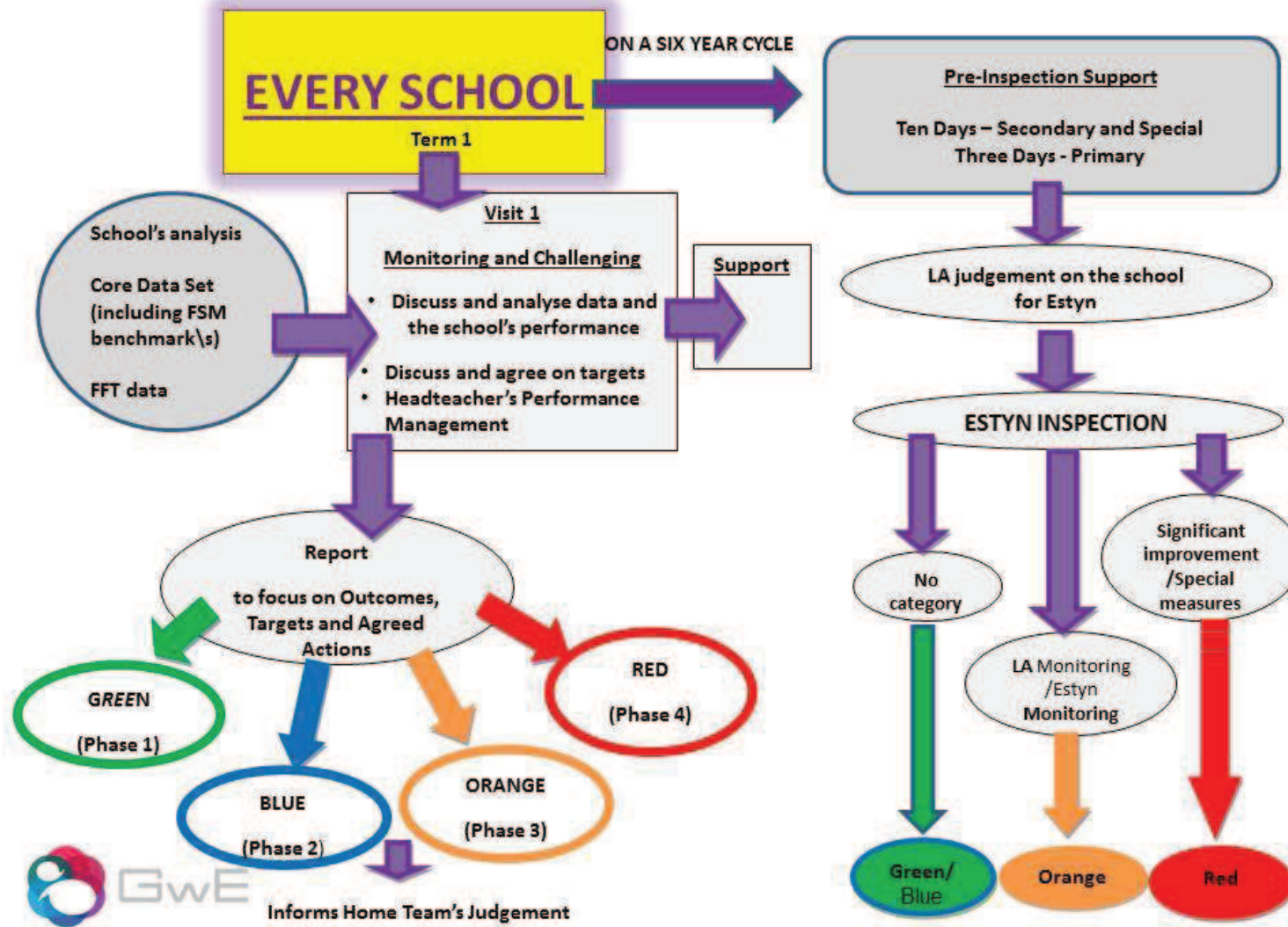


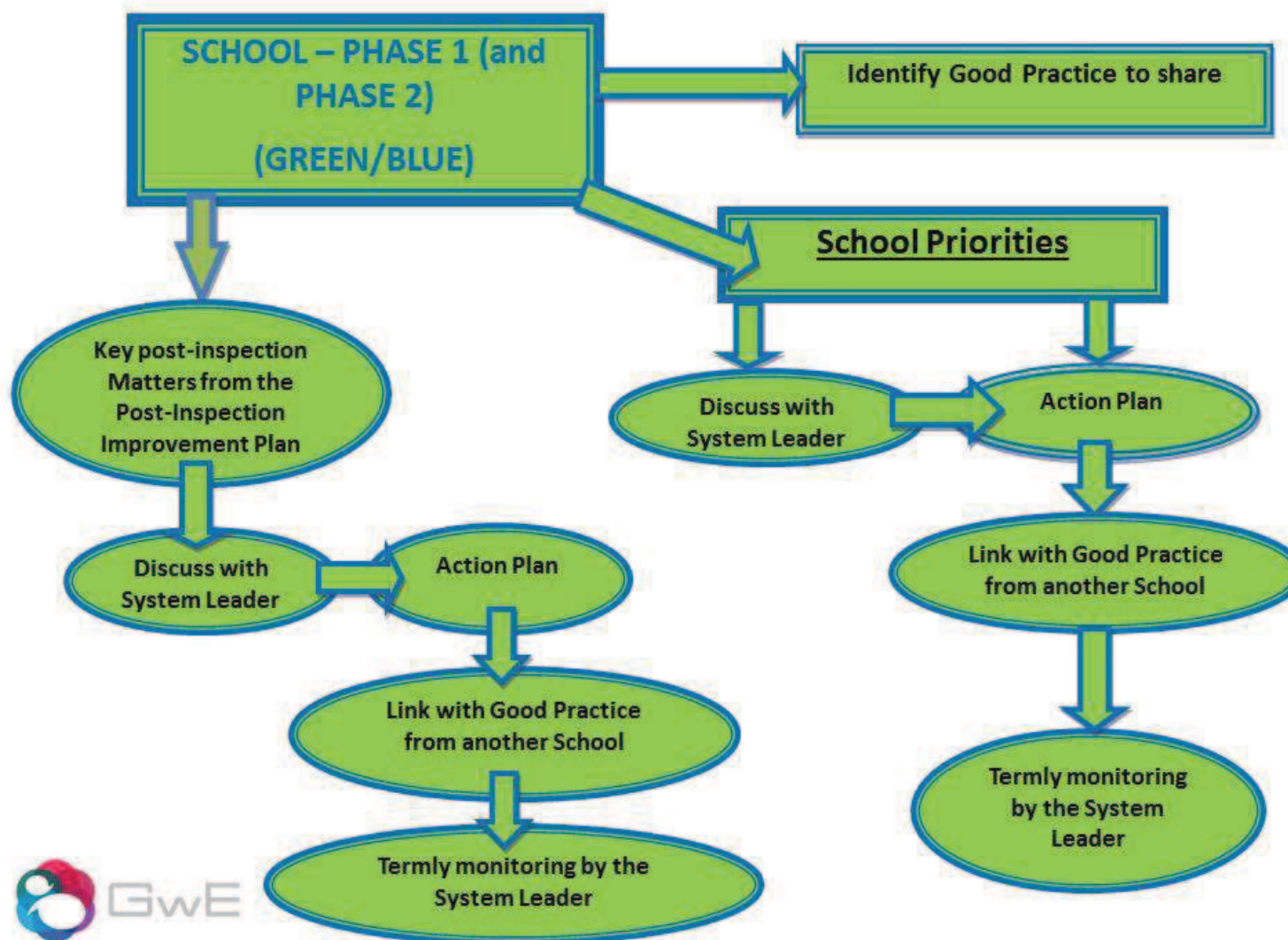
Appendix 1.2: Secondary Performance



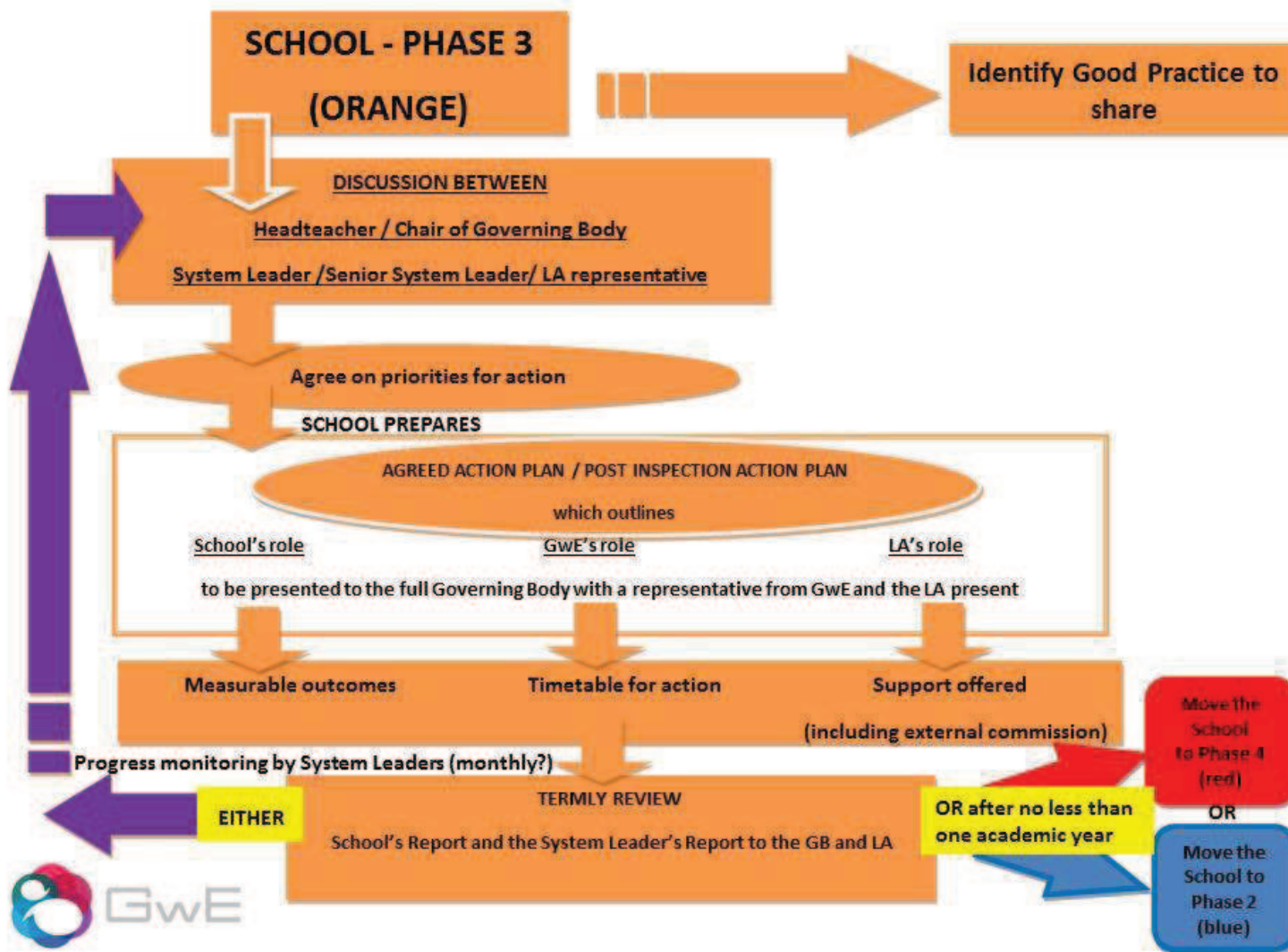
Appendix 2: GwE Support

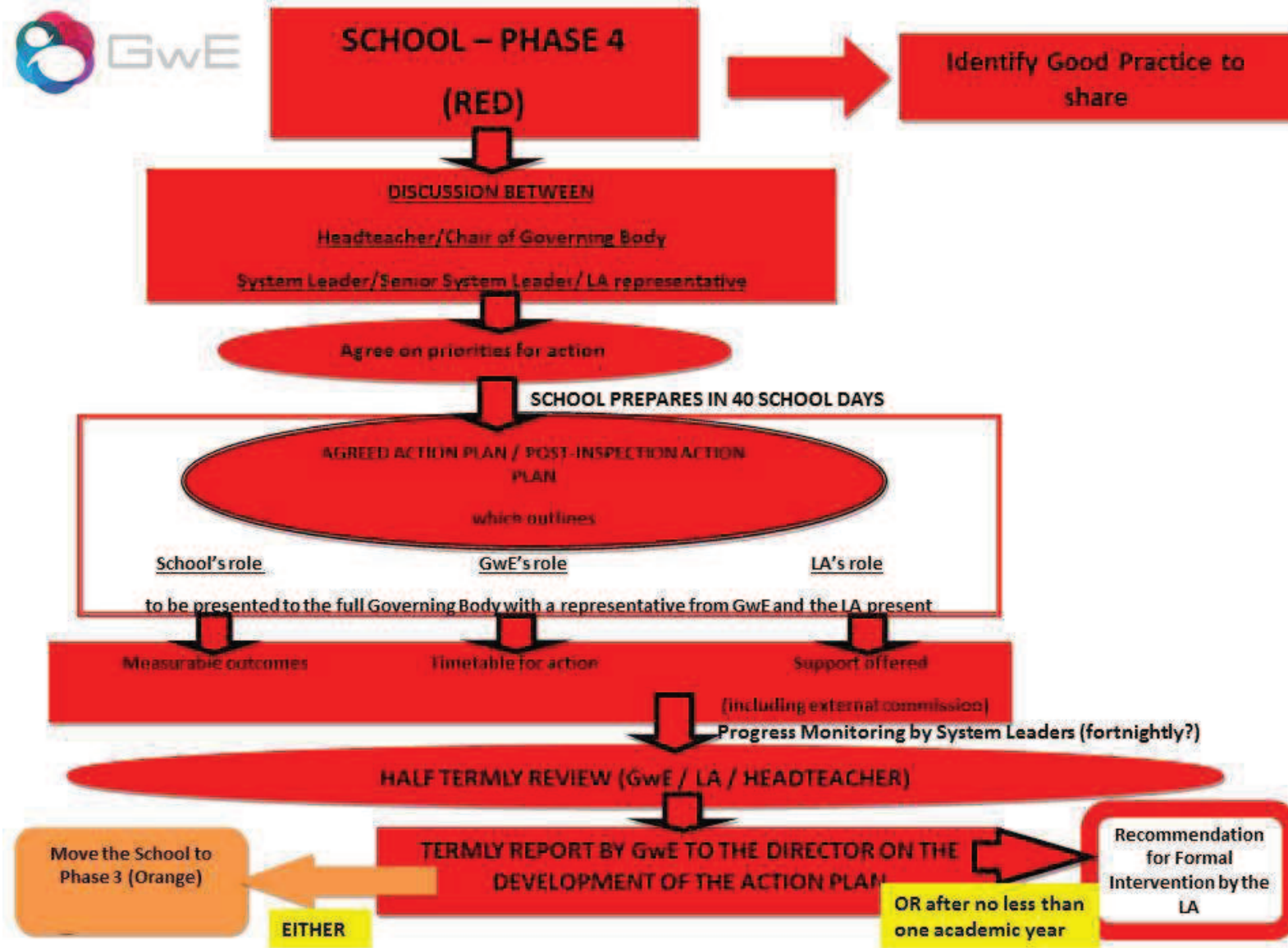
Page 23



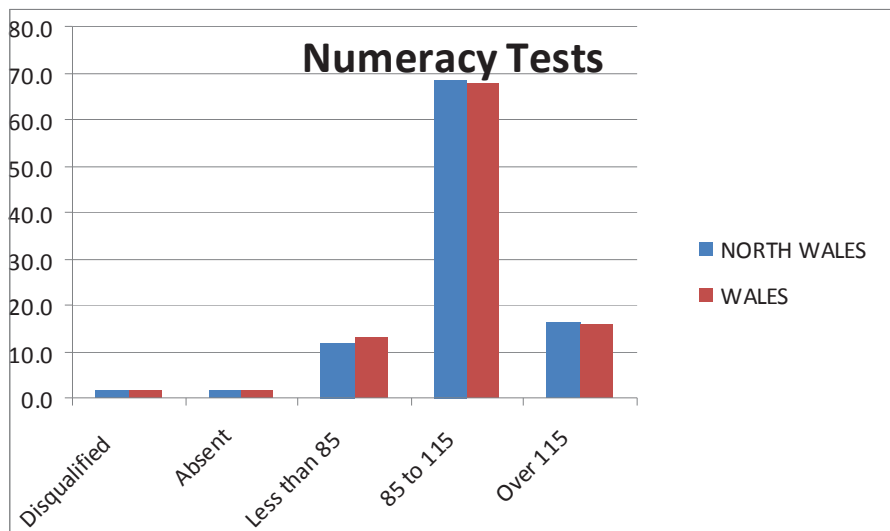
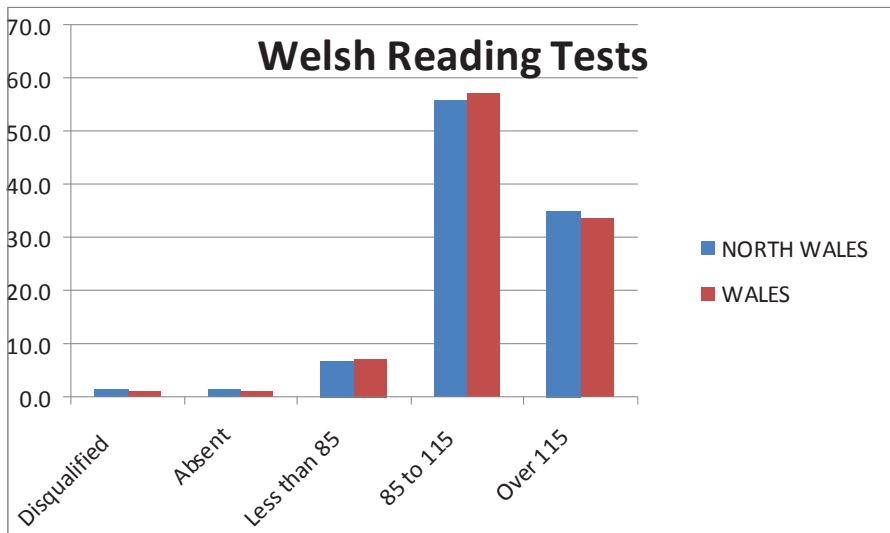
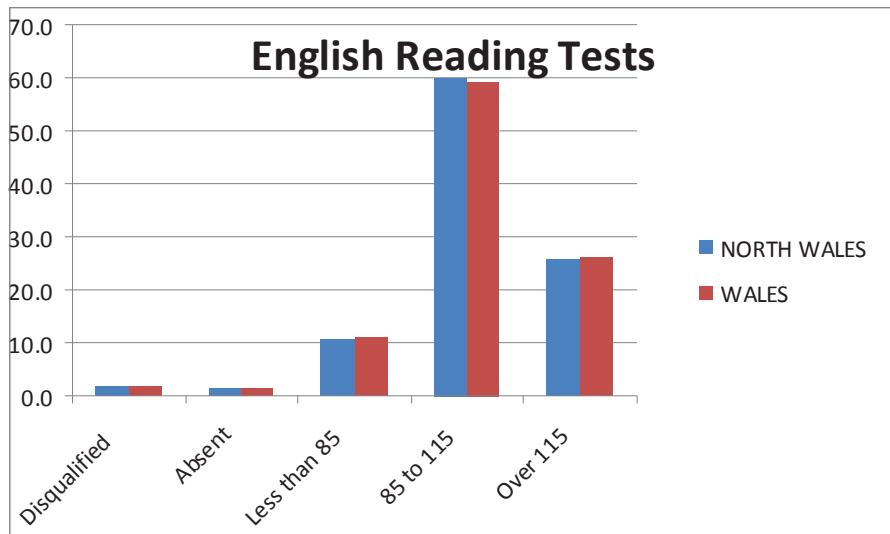




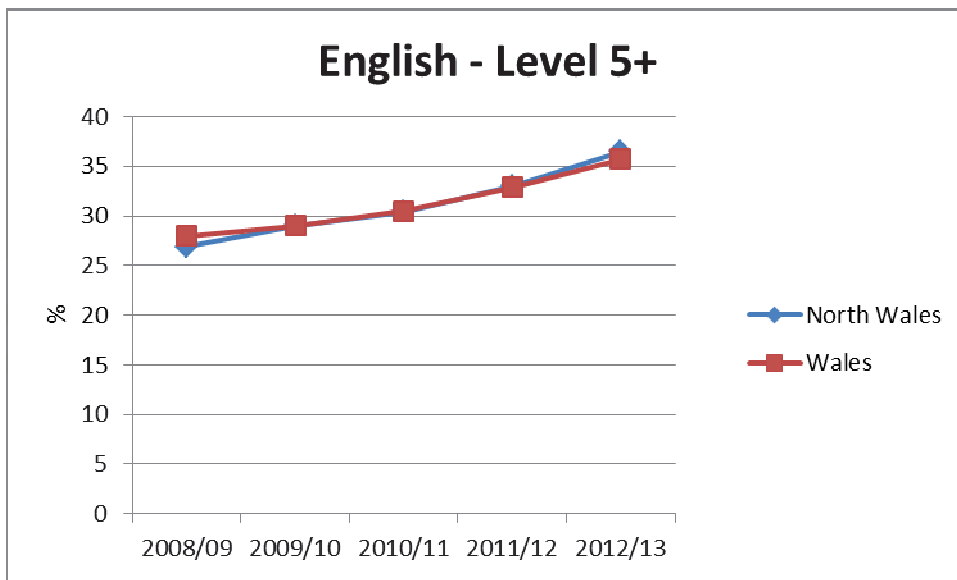
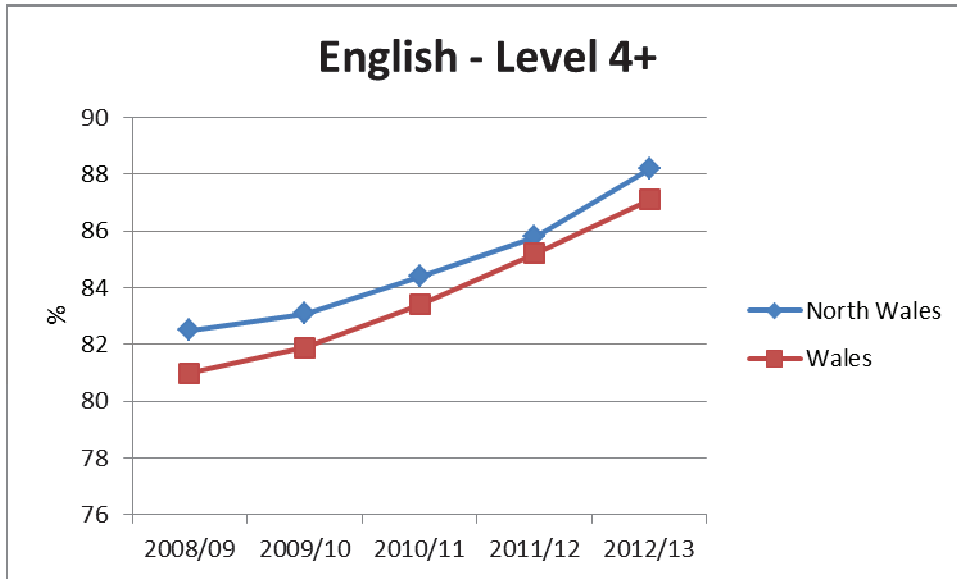




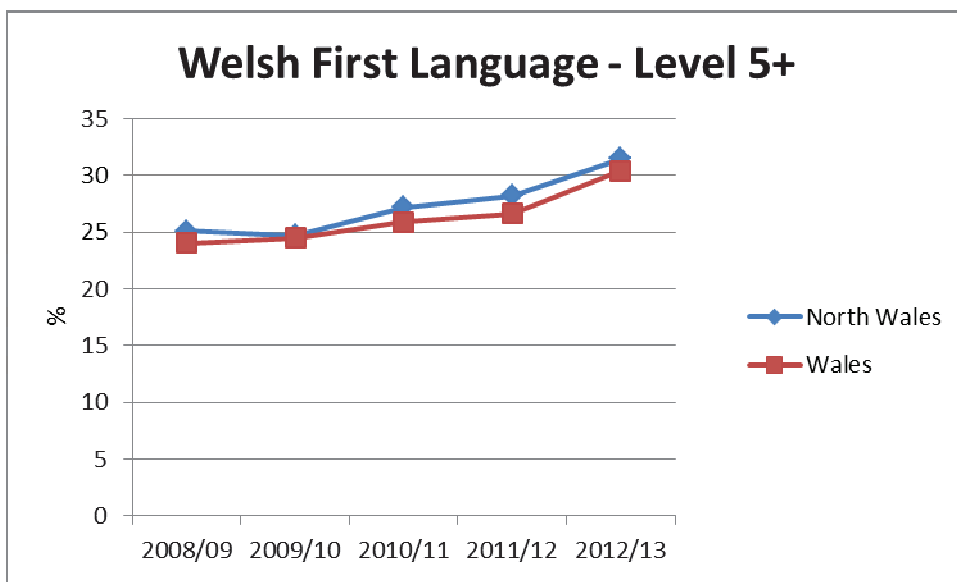
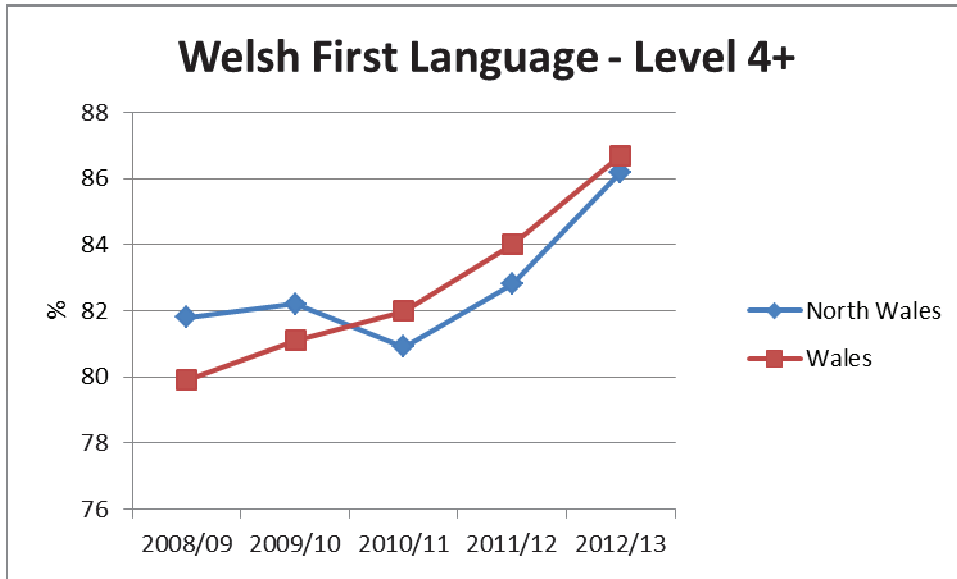
**Appendix 3: National Literacy and Numeracy Tests (KS2 2013)**



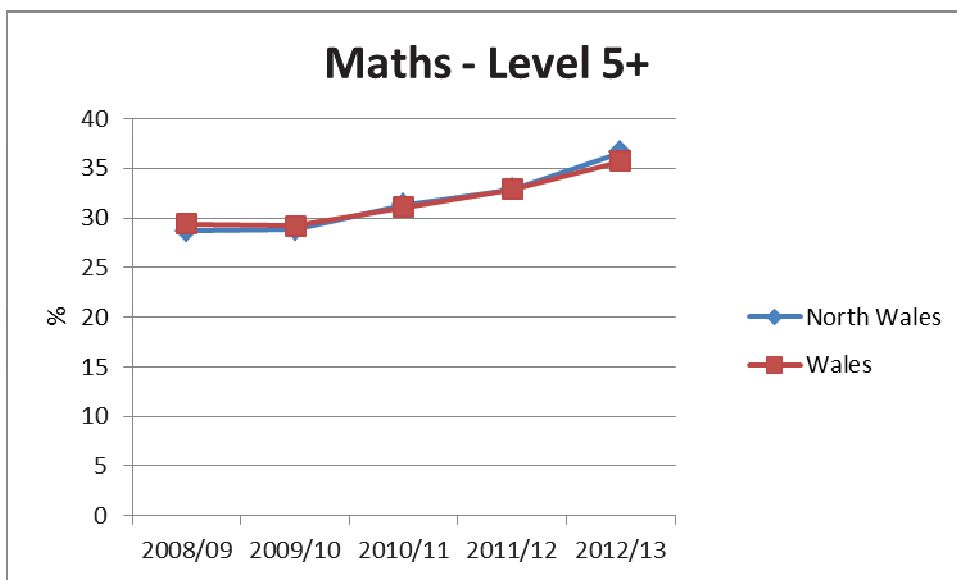
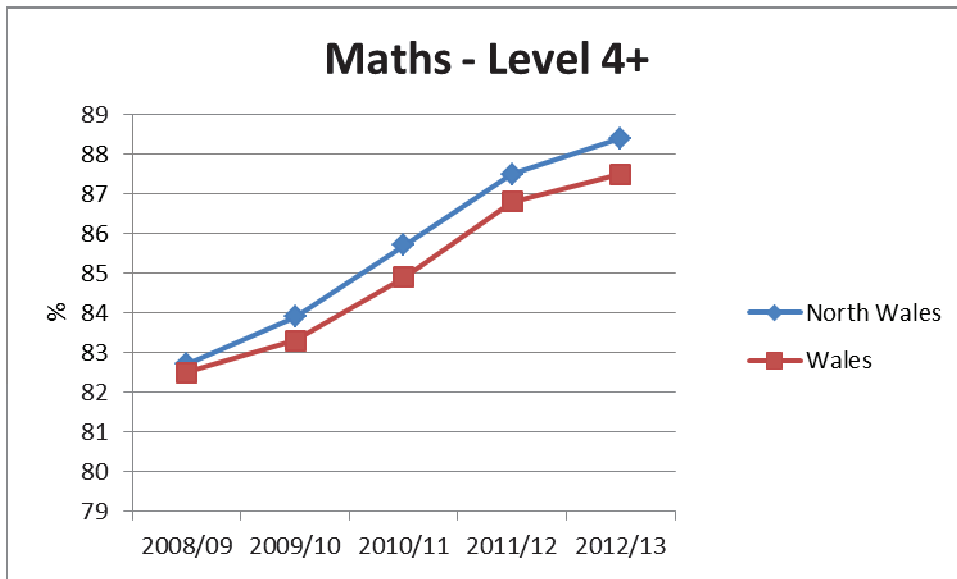
Appendix 4.1: English Results (KS2 2013)



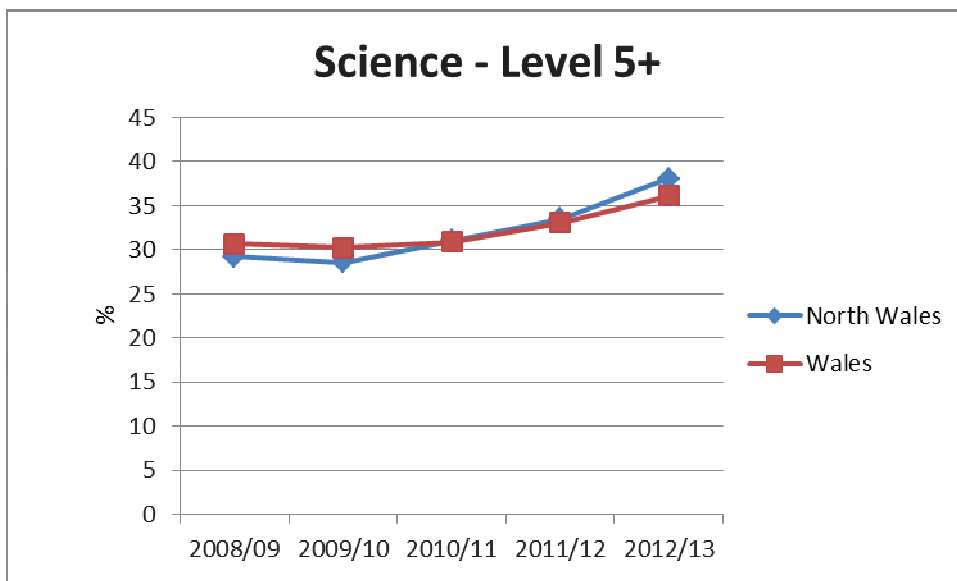
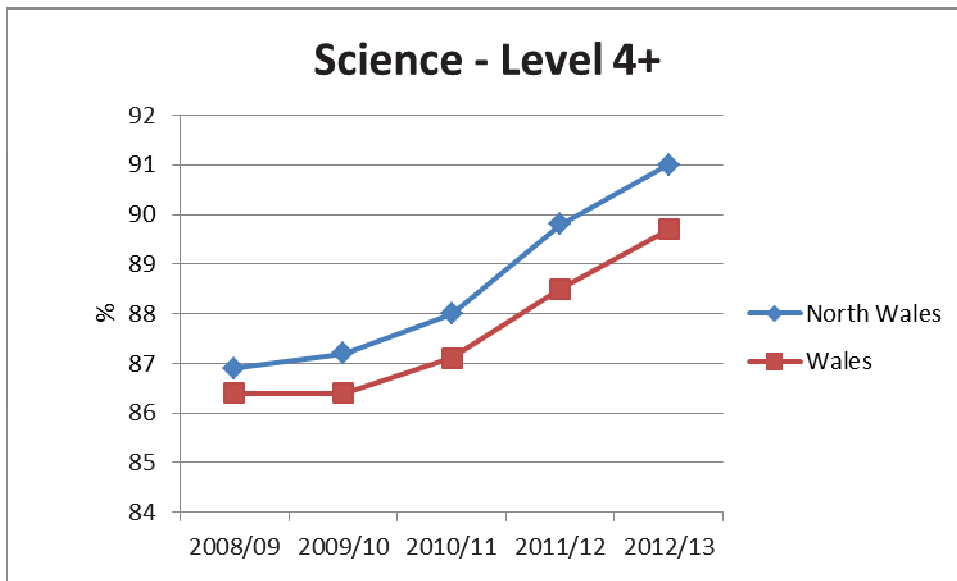
Appendix 4.2: Welsh (First Language) Results (KS2 2013)



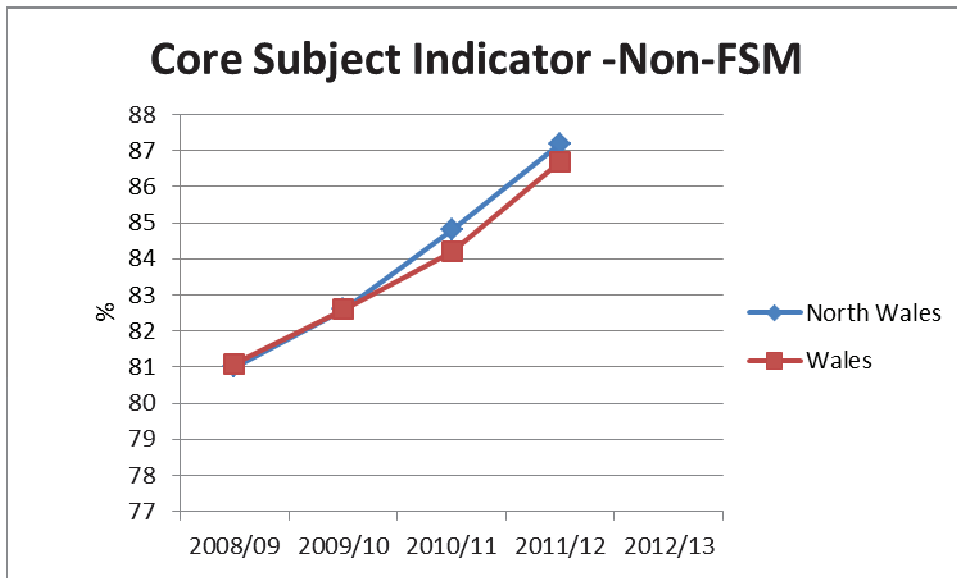
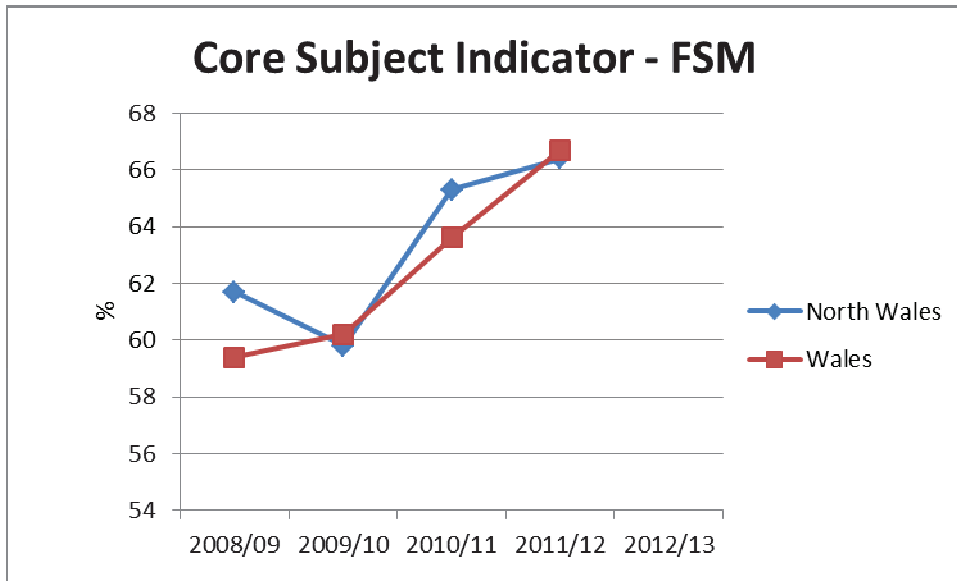
Appendix 4.3: Mathematics Results (KS2 2013)



Appendix 4.4: Science Results (KS2 2013)



Appendix 4.5: Free School Meals Pupils 2013





**Report to:** Performance Scrutiny Committee

**Date of Meeting:** 16 January 2014

**Lead Member/Officer:** Lead Member for Education/  
Head of Education

**Report Author:** School Effectiveness Performance Officer -  
Secondary

**Title:** KS4 Examination Results

---

### 1. What is the report about?

The verified performance of Denbighshire schools external examinations results at Key Stage 4 and post 16. The report also provides analysis of results against benchmarked information and performance against other local authorities.

### 2. What is the reason for making this report?

To provide information regarding the performance of Denbighshire schools teacher assessments and external examinations.

### 3. What are the Recommendations?

That members review and comment on the performance of schools against previous performance and the external benchmarks that are currently available, and identify any potential areas for improvement.

### 4. Key Stage 4 and Post 16 Results

Although most key indicators at KS 4 for external qualifications have improved this year, the Level 2 threshold including English/Welsh and maths has declined slightly which has also impacted on the Core Subject Indicator (CSI).

#### Assessments and Examinations Rankings 2011 - 2013

|                      | Denbighshire<br>2011 |         | Denbighshire<br>2012 |         | Denbighshire<br>2013 |         | Wales<br>2013 |
|----------------------|----------------------|---------|----------------------|---------|----------------------|---------|---------------|
|                      | %                    | Ranking | %                    | Ranking | %                    | Ranking |               |
| Level 1              | 90.9                 | 12      | 93.2                 | 7       | 93.6                 | 11      | 93.2          |
| Level 2              | 71.4                 | 5       | 82.7                 | 1       | 85.7                 | 2       | 77.8          |
| Level 2 inc. E/W & M | 52.5                 | 8       | 54.7                 | 7       | 53.4                 | 12      | 52.7          |
| CSI                  | 51.3                 | 8       | 53.1                 | 7       | 49.2                 | 14      | 49.2          |
| Wider Points         | 449.8                | 4       | 504.9                | 5       | 553.2                | 4       | 501.2         |
| Capped Wider Points  | 317.6                | 9       | 339.2                | 3       | 345.3                | 7       | 333.1         |

### Level 2 including English/Welsh & Mathematic

One of the key performance indicators at the end of key stage 4 is the Level 2 Threshold including English/Welsh and mathematics which is the number of pupils gaining 5 GCSE A\*-C's or vocational equivalents and GCSE English/Welsh and mathematics A\*-C's grades. (Appendix1)

The percentage of pupils achieving the Level 2 inc. English/Welsh & Maths is 53.4% in 2013, which is 1.3% lower than 2012. This is 1.3% (52.7%) above the Welsh average and places the LA 11<sup>th</sup> in Wales in 2013 from 7<sup>th</sup> in 2012. However, although this is a drop this year, it is in line with the LA's free school meal position. The All Wales Core Data Set value added data which compares LA's contextually places the LA 7<sup>th</sup> in Wales in 2013.

The Level 2 inc. English/Welsh & Maths increased in Blessed Edward Jones Catholic High School, Denbigh High School and Rhyl High School, the other schools declined. Blessed Edward Jones and Rhyl High Schools showed the greatest improvement and remain in the 1<sup>st</sup> quartile, Prestatyn High School had the greatest decline.

|                       | 2011                            | 2012  | 2013 | Difference 2012-2011 |                       |
|-----------------------|---------------------------------|-------|------|----------------------|-----------------------|
|                       | Level 2 incl. Eng/Welsh & Maths |       |      |                      | Benchmarked Quartiles |
| St Brigids            | 75%                             | 72%   | 71%  | -1                   | 3                     |
| Denbigh High School   | 40%                             | 50.0% | 51%  | +1                   | 3                     |
| Ysgol Dinas Bran      | 60%                             | 57%   | 56%  | -1                   | 3                     |
| Prestatyn High School | 50%                             | 53%   | 46%  | -7                   | 4                     |
| Bl. Edward Jones      | 37%                             | 39%   | 44%  | +5                   | 1                     |
| Rhyl High School      | 36%                             | 45%   | 51%  | +6                   | 1                     |
| Ysgol Brynhyfryd      | 68%                             | 71%   | 68%  | -3                   | 2                     |
| Ysgol Glan Clwyd      | 67%                             | 68%   | 66%  | -2                   | 2                     |

The total percentage gaining the Level 1 Threshold of GCSE 5A\*-G or vocational equivalents in Denbighshire this year is 94.0% in 2013 which is 1% above 2012.

Three pupils (0.2%) left school without a recognised qualification in 2013, this places the LA 12<sup>th</sup> in Wales giving (Wales 0.3%). This is an improvement from 10 pupils, 0.8% and 19<sup>th</sup> position in 2012 (Wales 0.4%).

### The Level 2 Threshold (5 GCSE 5A\*-C or vocational equivalents)

The Level 2 Threshold is the number of pupils gaining 5 GCSE A\*-C's or vocational equivalents. This replaces the 5A\*-C indicator used in previous years. The percentage of pupils achieving the Level 2 Threshold is 86%, which is 3% higher than last year. This is the fourth year that the Level 2 indicator has increased in Denbighshire high schools. This places Denbighshire LA 2<sup>nd</sup> in Wales in 2013 one place lower than 2012, the All Wales Core Data Set value added the LA 6<sup>th</sup> in Wales.

All schools except for St.Brigid's improved in 2013, Prestatyn High (93%), Ysgol Dinas Bran (99%), Ysgol Glan Clwyd (97%) and Rhyl High School (91%) Ysgol Brynhyfryd (92%) all achieved over 90% for the Level 2 Threshold. Rhyl High School achieved the greatest increase improving by 15%. (Appendix1)

|                       | 2011         | 2012       | 2013       | Difference 2012-2013 | Quartiles |
|-----------------------|--------------|------------|------------|----------------------|-----------|
| <b>Level 2</b>        |              |            |            |                      |           |
| St Brigid's           | 94.7%        | 97%        | 89%        | -7%                  | 2         |
| Denbigh High School   | 53.8%        | 60%        | 71%        | +11%                 | 4         |
| Ysgol Dinas Bran      | 86.8%        | 98%        | 99%        | +1%                  | 1         |
| Prestatyn High School | 80.0%        | 92%        | 93%        | +1%                  | 1         |
| Blessed Edward Jones  | 45.8%        | 68%        | 69%        | +1%                  | 3         |
| Rhyl High School      | 52.0%        | 76%        | 91%        | +15%                 | 1         |
| Ysgol Brynhyfryd      | 82.2%        | 86%        | 92%        | +6%                  | 1         |
| Ysgol Glan Clwyd      | 78.7%        | 92%        | 97%        | +5%                  | 1         |
| <b>Denbighshire</b>   | <b>71%</b>   | <b>81%</b> | <b>86%</b> | <b>+3%</b>           |           |
| <b>WALES</b>          | <b>67.0%</b> | <b>71%</b> | <b>78%</b> | <b>+7%</b>           |           |

### Ysgol Plas Brondyffryn provisional Level 2 results

Pupils from Ysgol Plas Brondyffryn sit examinations when they are ready, which means few pupils gain a GCSE qualification at the age of 15 missing Welsh Government performance indicator. This year 5 pupils gained the Level 1 Threshold and 55% of pupils successfully achieved a recognised qualification. 74% of pupils at Ysgol Tir Morfa have successfully gained a recognised qualification below GCSE and Level 1.

### Secondary Banding 2012

Banding is used by the Welsh Government as a way of using national data on school performance in context to group schools according to where they are on their improvement journey relative to other schools in Wales. Band 1 schools show good overall performance and progress and those in band 5 show weak performance and progress relative to other schools.

|                       | 2010 | 2011 | 2012 | 2013 |
|-----------------------|------|------|------|------|
| St Brigids            | 2    | 2    | 2    | 2    |
| Denbigh High School   | 5    | 4    | 3    | 3    |
| Ysgol Dinas Bran      | 3    | 1    | 1    | 2    |
| Prestatyn High School | 3    | 2    | 2    | 3    |
| Blessed Edward Jones  | 4    | 3    | 2    | 3    |
| Rhyl High School      | 5    | 4    | 2    | 1    |
| Ysgol Brynhyfryd      | 4    | 2    | 2    | 3    |
| Ysgol Glan Clwyd      | 3    | 3    | 2    | 2    |

There are no Denbighshire schools in lower bands 4 and 5 in 2013. Rhyl High School has improved from Band 5 in 2010 to Band 1 in 2013. The local authority average banding score places Denbighshire 5<sup>th</sup> in Wales in 2013 down from 2<sup>nd</sup> in 2012.

### Level 3 threshold results (A Level and vocational equivalent)

The performance indicator for post 16 is the Level 3 Threshold which equates to 2 A levels or vocational equivalents. The Level 3 Threshold has remained static at 96.8% in for the last three years. This is above the Welsh average of 96.5% and places Denbighshire 9<sup>th</sup> in Wales. A Level results have improved this year in Denbighshire's secondary schools. More students achieved A\*-C grades improving to 77.7% this year, this is 1.0% higher than 2012. Appendix 2.

There has been an improvement in pupils achieving the top A and A\* grades, up to 22.1% which is nearly 2% higher than the 2012, however this is below the Wales average of 22.9%. The number of pupils gaining the Welsh Baccalaureate declined slightly from 172 in 2012 to 170 in 2013. The reduction in the number of pupils sitting the Welsh Baccalaureate has contributed to the small improvement of the average wider point score from in 2012 to 693 18<sup>th</sup> in Wales and 717 in 2013 20<sup>th</sup> in Wales.

The number of students in Denbighshire entered for post 16 qualifications in 2013 increased to 463 compared to 439 in 2012. The improvement in results at KS4 and post 16 partnership working has contributed to this increase. In 2013 66.6% of students progressed to higher education compared with 60.5% in 2012.

Students in the Rhyl 6<sup>th</sup> achieved 94% for the Level 3 Threshold compared with 97% of pupils from Denbighshire high schools. The Rhyl 6<sup>th</sup> results do not contribute to the LA's indicators.

**5 How does the decision contribute to the Corporate Priorities?**

This report contributes to the Corporate Priority of improving performance in education and the quality of our school buildings. Members need to be aware of the performance of schools and the LA against national benchmarks.

**6 What will it cost and how will it affect other services?**

N/A

**7 What are the main conclusions of the Equality Impact Assessment (EqIA) undertaken on the decision?**

An Equality Impact Assessment (EqIA) is not required as it is not suggesting a change in policy. Although boys and girls perform above the Welsh average for the Level 2 inc. E/W&M, boys comparatively perform better than girls. Boys perform 1.16% above the Welsh averages were as girls are only 0.66% above the Welsh average.

**8. What consultations have been carried out with Scrutiny and others?**

N/A

**9. Chief Finance Officer Statement**

N/A

**10. What risks are there and is there anything we can do to reduce them?**

- The LA and GwE will continue to challenge Headteachers and managers in schools to ensure that schools are taking appropriate action to improve standards.
- To reduce any risks to school support and challenge in Denbighshire schools, Education Officers within the Authority monitor and assess the quality of the regional education service (GwE)
- Sustaining the improvement in external examination results.
- Continue improvement against the reduction in 14-19 Learning Pathways Grant and ESF Potensial funding after 2014.

## **11. Power to make the Decision**

Articles 6.1 and 6.3.4(b) of the Council's Constitution

**Contact Officer:**

School Effectiveness Performance Officer – Secondary  
Tel: 01824 708026

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Denbighshire

Appendix 1

Summary of School Performance - Difference between performance in 2013 & 2012

Total Number of pupils aged 15 who were on roll in January 2013 :

Percentage of pupils aged 15 who:

|                  | No of pupils on roll in January 2013 | % entered at least one qualification |           | % achieved the Level 1 threshold |           | % achieved the Level 2 threshold |           | % achieved the Level 2 threshold including a |           | % achieved the Core Subject Indicator (2) |           | Average capped (3) wider points score per pupil |           | Average wider points score per pupil |           |
|------------------|--------------------------------------|--------------------------------------|-----------|----------------------------------|-----------|----------------------------------|-----------|----------------------------------------------|-----------|-------------------------------------------|-----------|-------------------------------------------------|-----------|--------------------------------------|-----------|
|                  |                                      | 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 |
| Rhyl High School | 132                                  | 100                                  | 98        | 97                               | 91        | 91                               | 77        | 51                                           | 45        | 50                                        | 44        | 345                                             | 312       | 571                                  | 455       |
| Prestatyn HS     | 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       |
| Denbigh HS       | 136                                  | 100                                  | 100       | 98                               | 96        | 71                               | 65        | 51                                           | 50        | 40                                        | 43        | 326                                             | 316       | 479                                  | 431       |
| Ysgol Dinas Bran | 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       |
| Blessed Ed Jones | 81                                   | 100                                  | 100       | 85                               | 87        | 69                               | 68        | 44                                           | 39        | 41                                        | 39        | 295                                             | 305       | 396                                  | 399       |
| St Brigid's      | 55                                   | 100                                  | 100       | 98                               | 98        | 89                               | 96        | 71                                           | 72        | 67                                        | 72        | 383                                             | 390       | 565                                  | 564       |
| PRU              | 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        |
| Denbighshire     |                                      | 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       |

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Denbighshire A Level and Level 3 Threshold 2013

Appendix 2

|                         | %A*- C |       |       | %A*- E |        |        | %A*+A |       |       | %A*   |      |      | Level 3 Threshold |      |
|-------------------------|--------|-------|-------|--------|--------|--------|-------|-------|-------|-------|------|------|-------------------|------|
|                         | 2011   | 2012  | 2013  | 2011   | 2012   | 2013   | 2011  | 2012  | 2013  | 2011  | 2012 | 2013 | 2012              | 2013 |
| <b>St Brigid's</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>Denbigh HS</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 Bran</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>Prestatyn HS</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>Denbighshire</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>WALES</b>            | N/A    | N/A   | N/A   | 97.2%  | 97.6%  | 97.6%  | 23.9% | 23.6% | 22.9% | 6.3%  | 6.0% | 6.0% | 97%               | 97%  |
| <b>Rhyl 6th</b>         |        |       | 46.2% |        |        | 97.8%  |       |       | 11.2% |       |      | 2.2% |                   | 95%  |

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|                             |                                                             |
|-----------------------------|-------------------------------------------------------------|
| <b>Report To:</b>           | <b>Partnerships Scrutiny Committee</b>                      |
| <b>Date of Meeting:</b>     | <b>6 February 2014</b>                                      |
| <b>Lead Member/Officer:</b> | <b>Leader<br/>Head of Business Planning and Performance</b> |
| <b>Report Author:</b>       | <b>Performance and Planning Officer</b>                     |
| <b>Title:</b>               | <b>The BIG Plan – Update on Performance</b>                 |

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## **1. What is the report about?**

- 1.1 The purpose of this report is to update Partnerships Scrutiny Committee on the performance of the Local Service Board (LSB) and partners in delivering The BIG Plan: Part I, 2011-14. This report provides a 'Summary Exceptions Report', supported by more detailed chapters for each of The BIG Plan's eight outcomes.

## **2. What is the reason for making this report?**

- 2.1 To provide information and seek members' views on the delivery of The BIG Plan.

## **3. What are the Recommendations?**

- 3.1 That the Committee considers the contents of the report and provides observations in accordance with its powers to monitor the delivery of the Plan and its outcomes.

## **4. Report details.**

- 4.1 Denbighshire The BIG Plan: 2011-14 is the plan driving Partnership working in Denbighshire. The BIG Plan is being delivered collaboratively by partner agencies. The Local Service Board is accountable for The BIG Plan, and holds partner agencies (including Betsi Cadwaladr University Health Board (BCUHB), the third sector, NW Police, NW Fire and Rescue Service, Public Health Wales, Denbighshire County Council<sup>1</sup>) responsible for implementing action plans to deliver The BIG Plan and its eight outcomes.
- 4.2 The summary position for each outcome in the BIG Plan (derived by taking into account the indicators, performance measures and improvement activities for each outcome) indicates the following:

---

<sup>1</sup> Please note this list is not exhaustive.

| Number    | Title                                                                                                                            | Indicator  |
|-----------|----------------------------------------------------------------------------------------------------------------------------------|------------|
| OUTCOME 1 | Older People lead independent & fulfilled lives                                                                                  | Good       |
| OUTCOME 2 | People & Places in Rhyl benefit from regeneration activity                                                                       | Acceptable |
| OUTCOME 3 | Children & Young People in Denbighshire are supported to live a life free from poverty, where they can be independent & flourish | Good       |
| OUTCOME 4 | Vulnerable families in Denbighshire are supported to live a life free from poverty, where they can be independent & flourish     | Acceptable |
| OUTCOME 5 | Needs of our rural communities are recognised and met                                                                            | Good       |
| OUTCOME 6 | People in Denbighshire have healthy lifestyles                                                                                   | Good       |
| OUTCOME 7 | Children, young people and vulnerable adults in Denbighshire are safe                                                            | Excellent  |
| OUTCOME 8 | Denbighshire has a thriving and sustainable economy and a skilled workforce                                                      | Good       |

4.3 The detailed report, attached, provides exception information for each outcome, as well as information about what is going well. It also highlights information gaps, and notes where these may limit overall evaluation of the outcomes. More work will be carried out through the summer to enable the publication of a final report, where more interrogation will be undertaken to identify what difference has been made by delivery of The Big Plan.

4.4 Significant work is already underway to inform the development of The BIG Plan Part II, which will commence in September 2014. Challenges in reporting of BIG Plan Part I have shaped thinking around the development of The BIG Plan Part II which will identify fewer themes, with performance management placing an ongoing greater emphasis on impacts on outcomes through partnership activities in an environment of increasingly restricted resources.

## 5. How does the decision contribute to the Corporate Priorities?

5.1 The Corporate Plan is aligned with The BIG Plan; there is synergy between the seven corporate plan priorities and The BIG Plan's eight outcomes.

**6. What will it cost and how will it affect other services?**

- 6.1 The LSB is accountable for The BIG Plan and there is a Strategic Partnership Board that is responsible for its delivery in Denbighshire. The BIG Plan activities are being funded by partner organisations in Denbighshire (the public sector) within existing/core budgets and by smart commissioning.

**7. What are the main conclusions of the Equality Impact Assessment (EqIA) undertaken on the decision?**

- 7.1 An equality needs assessment was completed during the development of The BIG Plan Part I

**8. What consultations have been carried out?**

- 8.1 Performance is reported to and managed by partners and partnership boards regularly.
- 8.3 The BIG Plan was developed after detailed and robust engagement and consultation.

**9. Chief Finance Officer Statement**

- 9.1 While there are no direct financial implications of this report, The BIG Plan is an important strategic document that underpins service delivery quality in a number of areas. Any problems with performance may have future implications for the Council's finances

**10. What risks are there and is there anything we can do to reduce them?**

- 10.1 Restructuring within partner agencies could jeopardise 'ownership' of actions in The BIG Plan, leading to a loss of momentum in terms of delivery and difficulties in obtaining performance reports.

**11. Power to make the Decision**

- 11.1 Articles 6.3.2 and 6.3.4(b) of the Council's Constitution.

**Contact Officer:**

Partnerships & Communities Manager  
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# 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

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## 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

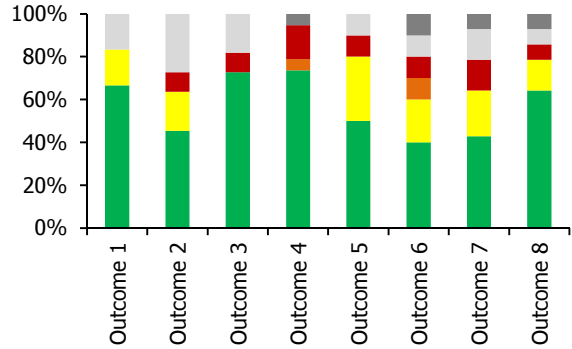
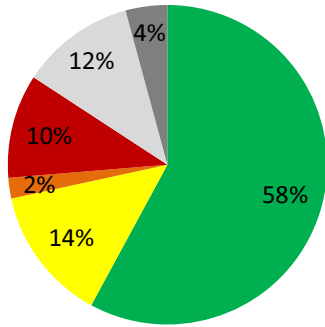
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- In most circumstances, the evaluation of an indicator is based on whether it is better (or worse) than the baseline.
- A performance measure is normally evaluated by the measure owner, who will provide the data and a colour status.
- An improvement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

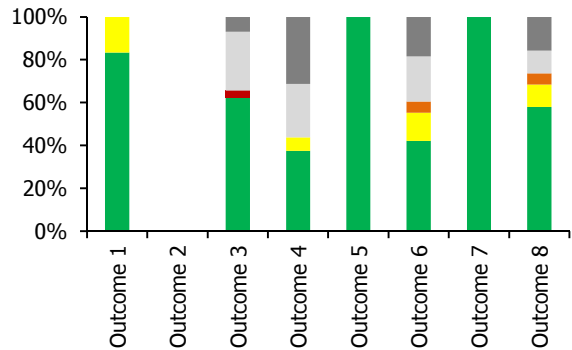
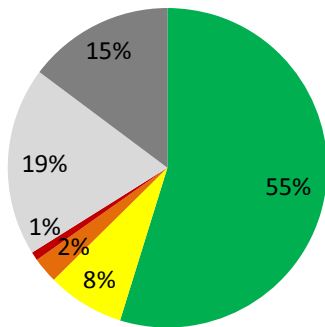
## KEY PERFORMANCE SUMMARY

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.

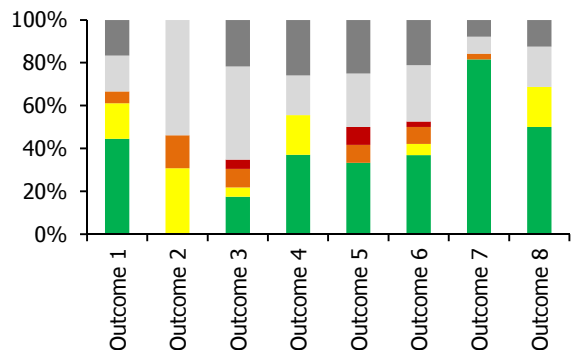
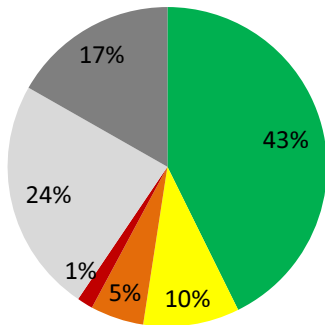
### INDICATORS



### 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:

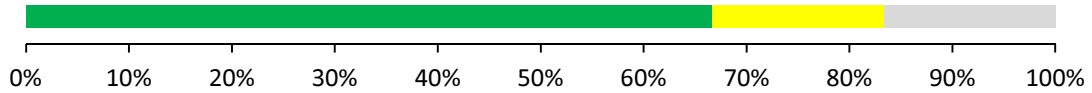
- The indicators, performance measures, and improvement activity for each outcome, and
- The level of confidence that outcomes for people in Denbighshire will improve

|                           |            |
|---------------------------|------------|
| <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       |

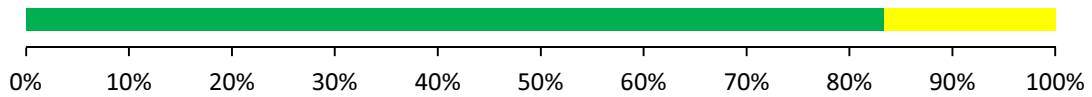
## OUTCOME 1 OLDER PEOPLE LEAD INDEPENDENT & FULFILLED LIVES

### [KEY](#)

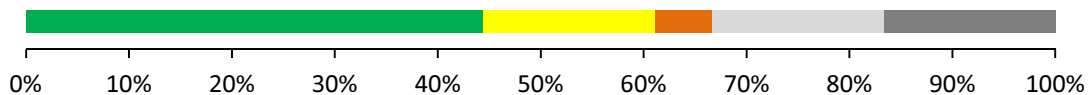
#### INDICATORS



#### 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:

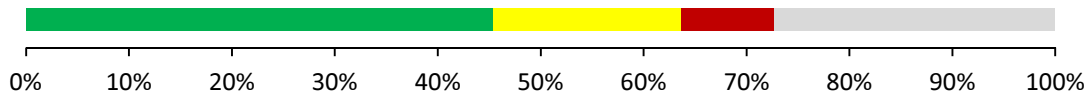
- The Single Point of Access Project continues as planned but risks are present that have yet to be resolved. The project team continues to meet and there have been detailed discussions with BCU Health Board on resourcing issues. In addition, no agreement has been obtained for the Clinical Team Manager 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

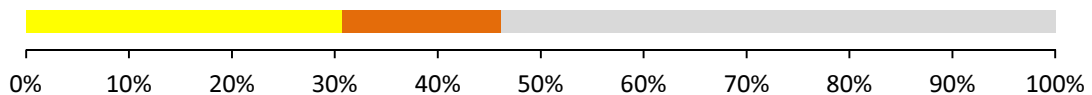
### [KEY](#)

#### 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.

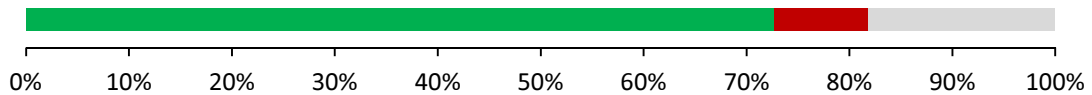
Three indicators have no clear definition or data. They do not to provide any meaningful contribution to this outcome. As such, they are recommended for deletion:

- Tenure
- Town Centre Footfall
- Type of housing

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

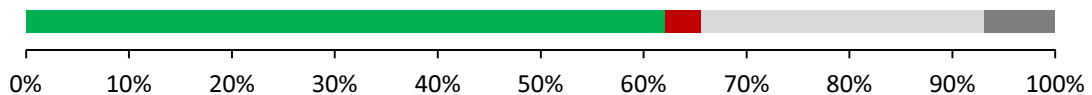
### KEY

#### INDICATORS



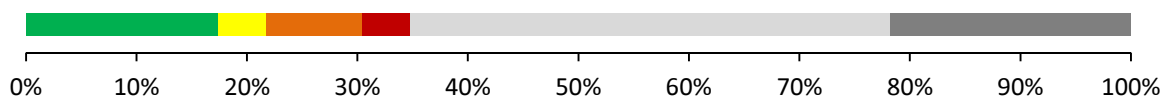
- RED - % of pupils achieving A\*- C in GCSE Welsh First Language

#### 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.

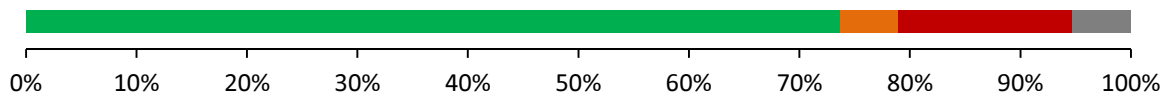
In addition, an indicator within this outcome is only expressed as a phrase, “young carers attend and achieve at school”. There are also parallel performance measures that refer to percentage attainment of young carers and percentage attendance of young carers. Currently no data exists for these measures; 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

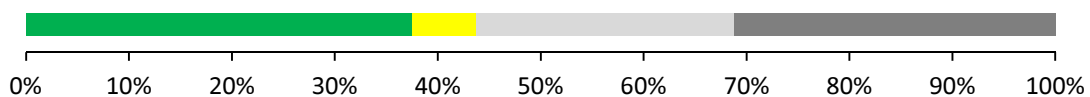
### KEY

### INDICATORS

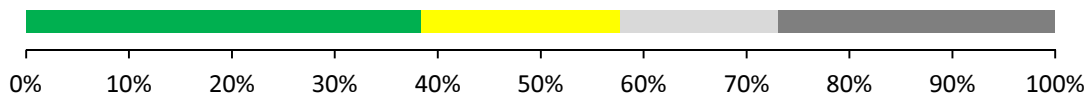


- RED - % of Free School Meals (FSM) pupils who achieve the Core Subject Indicator at KS2
- RED - Children in need by parental capacity (domestic abuse)
- RED - Rate of conceptions under age 16 years per 1000 female residents aged 13 to 15

### 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.

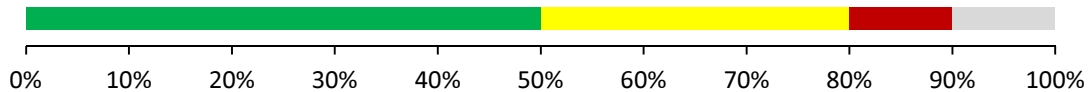
Although there has been improvement from the baseline in educational attainment indicators for most FSM pupils, the reality is that there is a significant attainment divide between FSM pupils and non-FSM pupils and this gap is increasing.

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

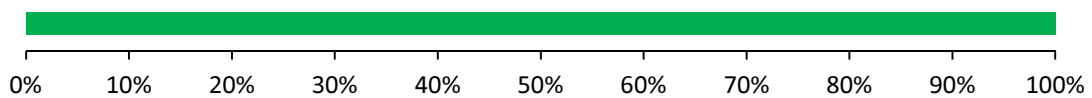
### KEY

#### INDICATORS

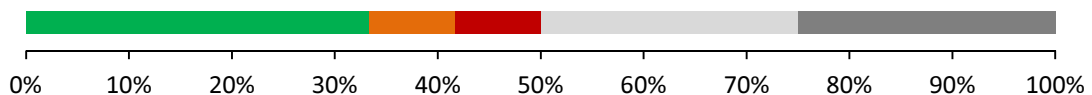


- RED - % of young people that are satisfied with the cost of a journey

#### 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:

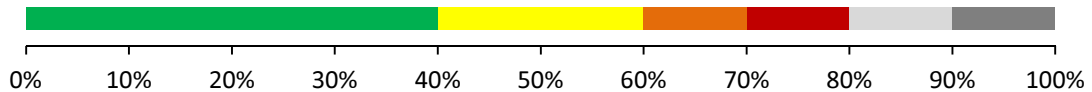
- The young people surveyed told us that they were not satisfied with the cost of a bus journey. This is unlikely to change as the cost of living continues to increase. It will also not feature in future reports as it question was service specific and thus removed from the Resident's Survey.
- The community 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

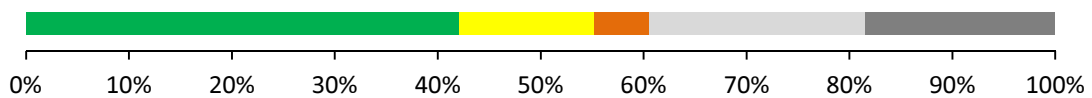
### KEY

### INDICATORS

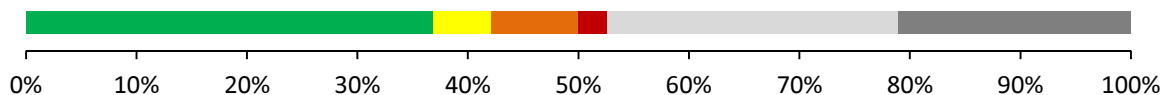


- RED - % of adults who meet physical activity guidelines in the past week

### 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:

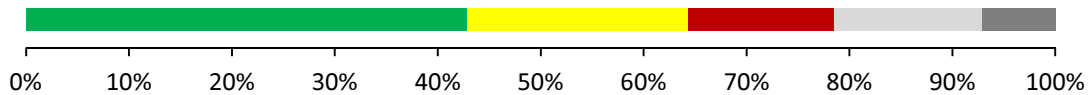
- The proportion of adults who meet the recommended physical activity guidelines in the past week reduced. The latest Welsh Health Survey results for local authorities were published with 2012 data. The next data release is not expected until September 2014.
- There are no current plans to develop a "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

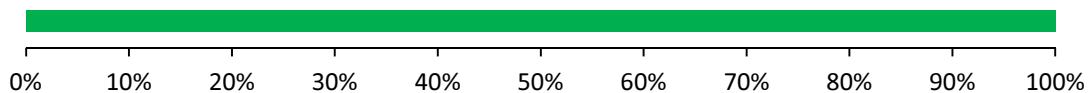
### [KEY](#)

#### INDICATORS

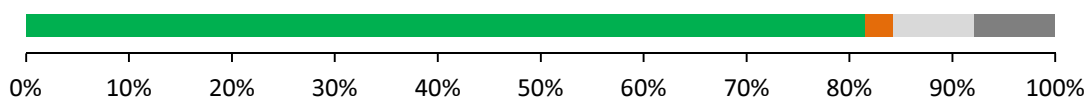


- RED - Number of children on the child protection register for over 12 months
- RED - Number of referrals to MARAC

#### 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.

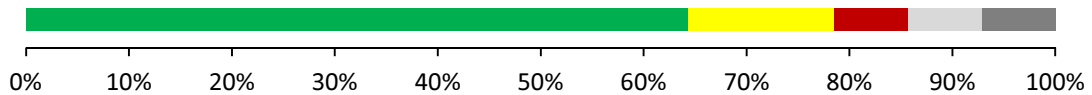
A few information gaps remain within the indicators (2) and improvement activity (3), which may affect the overall evaluation of this outcome. The known information highlights two areas of exception:

- 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

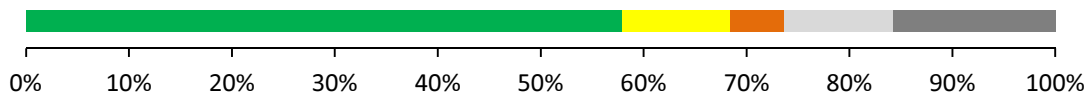
### KEY

#### INDICATORS

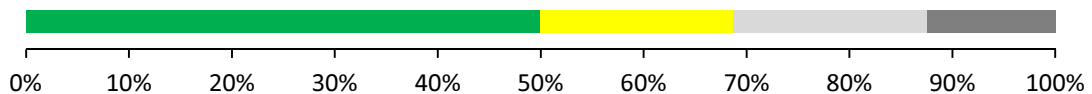


- RED - Number of volunteering opportunities

#### 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

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- % satisfaction: the council helped me to live independently

#### INDICATORS

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- % 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

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- % 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

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- 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

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- % 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

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- 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

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- % 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

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- % 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

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- 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

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- % 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

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- % 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

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- 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

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- % 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

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- % 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

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- % 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

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- 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

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- % 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

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- % 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

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- 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

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- % 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

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- % 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

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- 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

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- % 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

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- % 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

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- 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>Report To:</b>           | <b>Partnerships Scrutiny Committee</b>                                                  |
| <b>Date of Meeting:</b>     | <b>6<sup>th</sup> February 2014</b>                                                     |
| <b>Lead Member/Officer:</b> | <b>Lead Member for Social Care/<br/>Corporate Director Modernisation and Well-being</b> |
| <b>Report Author:</b>       | <b>Manager, North Wales Commissioning Hub</b>                                           |
| <b>Title:</b>               | <b>North Wales Commissioning Hub Annual Report</b>                                      |

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## **1. What is the report about?**

To provide an update on the work of the North Wales Commissioning Hub (NWCH) and share the contents of its first Annual Report.

## **2. What is the reason for making this report?**

To provide information regarding the work of the North Wales Commissioning Hub

## **3. What are the Recommendations?**

Members are asked to consider and provide comment on work of NWCH as described in the Annual Report.

## **4. Report details.**

NWCH is a collaborative project between the 6 north Wales Councils and BCU health Board. It is unique in Wales spanning as it does children's and adults services and in partnership with the NHS. It is hosted by Denbighshire County Council and is accountable to a Management Board, chaired by Sally Ellis. The NWCH Manager provides regular update reports to the Social and Health Programme Board.

NWCH has four main functions:

- To ensure value for money in current high cost placements
- To source new placements through transparent process and ensure VFM
- To coordinate a regional approach and monitor the quality of care home provision
- Strategic commissioning, working with partners to develop the market to ensure services are able to meet current and future demand

## **5. How does the decision contribute to the Corporate Priorities?**

NWCH contributes to the following Corporate Priorities:

- Vulnerable People are protected and are able to live as independently as possible

- Modernising the council to deliver efficiencies and improve services for our customers

**6. What will it cost and how will it affect other services?**

In 2012/13 Denbighshire Council's contribution to the annual running cost of NWCH was £11,113

Denbighshire Council receives £20,000 from partners for costs in relation to hosting the Hub team.

To date Denbighshire Council has accrued £44,922 savings (over 3 year period including 12/13 and 13/14 including cost avoidance of £1,608).

NWCH monitor the quality of care in 25 care homes in Denbighshire on the Council's behalf.

**7. What are the main conclusions of the Equality Impact Assessment (EqIA) undertaken on the decision? The completed EqIA template should be attached as an appendix to the report.**

An equality impact assessment was conducted when the Full Business Case to develop the Hub was written. It has not been necessary to repeat this.

**8. What consultations have been carried out with Scrutiny and others?**

All partners were consulted on the Full Business Case. NWCH provides regular reports to Social and Health Programme Board and consults with providers and partners, including frontline staff on a regular basis.

**9. Chief Finance Officer Statement**

N/A

**10. What risks are there and is there anything we can do to reduce them?**

A risk assessment is in place and is monitored by the NWCH Management Board

**11. Power to make the Decision**

Articles 6.3.3(d) and 6.3.4(d) set out Scrutiny's power with respect to matter

**Contact Officer:**

Manager  
North Wales Commissioning Hub  
Tel: 01824 706637

**North Wales Commissioning Hub**

# **Annual Report**

**October 2013**



## Contents

- Preface
- Executive Summary
  
- 1. Introduction
- 2. Background Context: what the Full Business Case said
- 3. Progress Report across 4 key functions
- 4. Key Risks
- 5. Moving forward
  
- Appendices



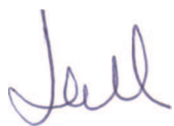
## Preface

Fully staffed for the first time in October 2012, the North Wales Commissioning Hub is an essential new development on the social care and health scene. Not only is it delivering better quality placements for service users with high levels of need, but it is helping to change services, working with local authorities, the Health Board and providers. Developing services that enable people to move on from residential care and live in community settings is one example. The Hub is delivering savings, critical at a time of financial austerity but also enabling us to use collective resources better.

This has not been achieved easily. The Hub brings together seven partners- the six North Wales local authorities and the Betsi Cadwaladr Local Health Board and we haven't always agreed. But we have stuck to the principle that working together like this must be the best way of delivering improvements for some of the most vulnerable people in North Wales. And, during this first year of operation, though we have been frustrated by poor data, our inability to harmonise processes, and the speed of developments, we have continued to believe this, to take confidence from practical successes and, in fact, see further opportunities to benefit by working collaboratively.

The team, led by Vicky Poole, have been impressive in terms of their grasp of a difficult task and their persistence in delivering progress in a new field for all of us.

We are very grateful to them for the steps forward taken in the first year and look forward to a second year's delivery.



Sally Ellis

Chair of NWCH Management Board

## **Executive Summary**

North Wales Commissioning Hub is a partnership between the six local authorities in North Wales and Betsi Cadwaladr University Health Board. NWCH is responsible for the commissioning of high cost, low volume care home placements for children, young people and for adults with learning disabilities, autism, physical disabilities and mental health needs.

It has now been operational for 12 months and this is its first Annual Report.

The Hub has four main functions:

- To secure value for money in current placements
- To source new placements
- To collate intelligence about and monitor the quality of care homes
- Strategic commissioning and market facilitation

In summary, the Hub has saved £635k in its first year and the Hub team are confident that the savings forecast in the original business case of £1.1-£2 million will be delivered within the three year timeframe predicted. NWCH has sourced 152 new placements; developed a regional monitoring framework and carried out monitoring visits to 21 homes.

The team has mapped provision across the region, identified gaps and written a range of service specifications which underpin the development of two regional approved frameworks in order to better develop the market and meet the needs of people with complex needs.

## 1. Introduction

North Wales Commissioning Hub (NWCH) has now been operational for 12 months and this is its first Annual Report.

The NWCH is a partnership between the six local authorities in North Wales and Betsi Cadwaladr University Health Board. NWCH is responsible for the commissioning of care home placements for children, young people and adults with a specific range of complex social care, education and health needs.

The Hub comprises of 3.75 members of staff

- Manager
- Commissioning & Procurement Officer
- Quality Monitoring Officer (0.75 FTE)
- Resource & Data Officer

The Hub also successfully applied for the placement of a Welsh Government sponsored Procurement Executive trainee for 12 months which has provided welcome additional capacity as well providing the opportunity to develop closer links with procurement specialists.

The NWCH annual operating budget is £184,000 comprised of contributions from the 7 partner organisations.

The team is hosted by Denbighshire County Council and there are robust governance arrangements in place underpinned by a formal Partnership Agreement. The work programme for NWCH (appendix 1) is overseen by a Management Board who meet bi-monthly (appendix 2) chaired by Sally Ellis, Corporate Director, Denbighshire County Council.

The services that are currently within the scope of NWCH's are Care Homes, Care Homes with Nursing Adults with mental health needs, learning disabilities, physical disability or acquired brain injury and Care Homes (including with Education) for Children and Young People and. These were deemed to be 'in-scope' for two main reasons:

- The Homes are have placements from across the region because of the relatively low level demand on an individual county basis
- The Homes charge higher fees than those paid to standard care homes

## 2. Background Context

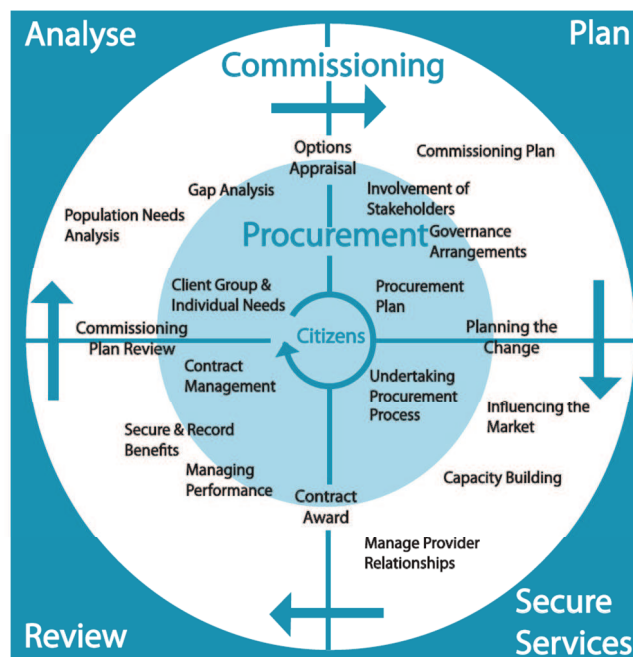
NWCH was established following the development of an Outline and Full Business Case (FBC) published in January 2012. The FBC set out the design principles upon which the Hub has been developed as illustrated below



- Collaboration must allow for local accountability, flexibility and delivery
- Emphasis on equity, quality and outcomes
- Collaborative arrangements must place individual needs and carers at the heart of commissioning
- To achieve the best possible value for money, in terms of both commissioning and delivery
- Standardise wherever possible (in particular data, process and outcomes)
- All processes and frameworks should support collaboration
- Do things once as a region where possible
- Decisions should be based firmly on knowledge and information
- Manage and control the market as a single region which supports the North Wales economy
- Everyone must gain from collaboration (or at least no-one should lose)
- Build on existing good practice
- Change needs to be appropriately resourced and managed
- Collaboration needs to reflect cultural and language needs.

The FBC also stated that the Hub should focus on high cost, low volume services across the following elements of the commissioning cycle contained in the Welsh Government’s Commissioning Framework for Social Services:

- Analysis and planning;
- Procurement; and
- Monitoring and review



Within this, partners agreed a key set of aims and outcomes to be achieved by NWCH which are detailed here in order to report progress against these.

**Outcomes**

- Better outcomes for people with complex health and social care needs
- Improved quality of service provision
- Improved value for money
- Improved market management
- Balanced relationship with service providers

- Better range of services which promote independence and inclusion to meet needs of people with complex health and social care needs

#### **Aims**

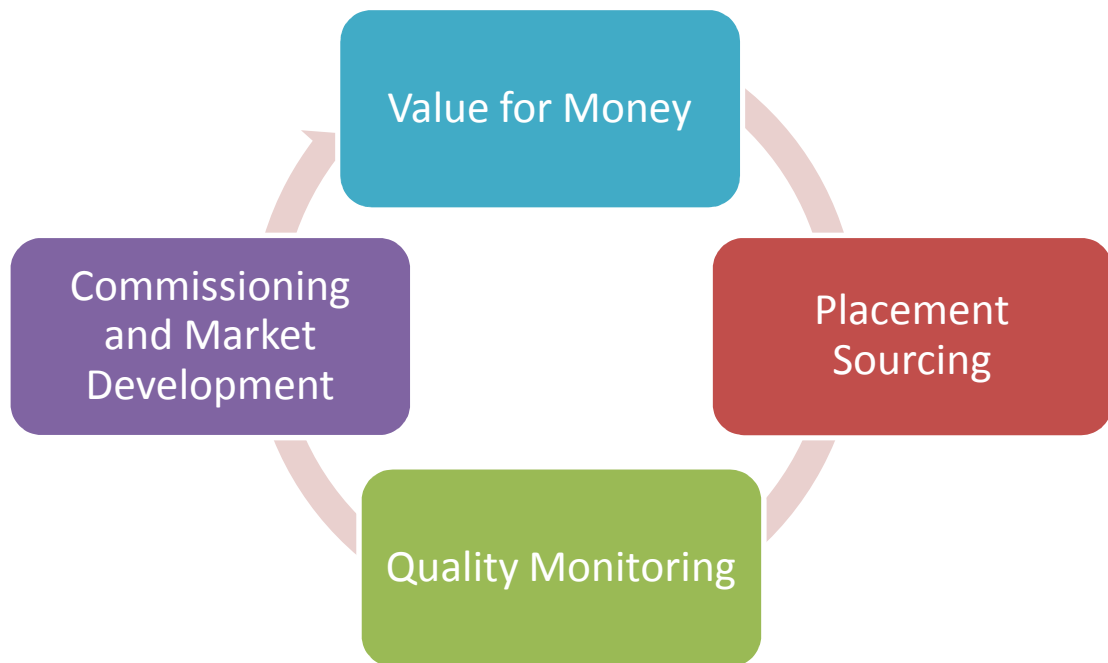
- To achieve better quality local authority and health services for vulnerable adults and children- initially in high cost low volume residential placements
- To achieve better value for money for both local authority and health services
- To share and co-ordinate information and intelligence and plan together in service areas of common interest
- To commission different and local services which promote independence and inclusion and offer good value for money
- To develop and maintain sustainable provision in North Wales to meet current and future needs

**These are supported by 15 Objectives that are set out later in this report.**

In achieving these, the FBC projected total gross financial benefits range from approximately £1.1m to £2m over a 3 year period with net savings of £0.9m to £1.8m.

### 3. Progress Report

As the Hub recruited its team and became fully operational, it became clear that in order to meet the objectives and outcomes above it needed to develop across four interlinked key functions as shown below



These are reflected in the annual work programme and this report now considers each function in turn, detailing what has been achieved and areas for future development.

## Value for Money

***FBC Objectives:** Development of procurement strategies for in-scope services to deliver best possible value for money.*

*Negotiation with providers on behalf of partners to achieve best value for money*

NWCH to date has achieved cashable Savings of £635,000 (with an additional £600,000 having been saved from earlier work with Learning Disability care homes) and a further £171,000 has been saved in cost avoidance (i.e. negotiating the cost prior to placements being made). This totals £1.2 million in line with target in the Business Case (which was inclusive of the earlier L.D savings).

In addition, by adopting a regional stance of 0% annual fee increase on high cost placements, partners have saved, through cost avoidance of approximately £740,000

Whilst it is difficult to accurately forecast savings for each partner on a short term basis as placements change on a weekly basis, NWCH are confident that the 3 year target of £1.1 – £2m will be achieved.

Whilst early work on fee negotiations secured savings through using Open Book Accounting methods, this approach only looked at the cost of placements and did not consider the quality or the outcomes for the service user. Therefore, working closely with all partners, NWCH has been developing a more sustainable approach to determining value for money based on ‘right – sizing’ service provision. This methodology assesses the level of support being provided, the outcomes for the people living at the Home and the fees being paid in order to determine if the Home is providing Value for Money.

Whilst the approach is still being developed, there is significant potential to secure savings and also to identify where service users may be ready to move to more independent service settings. This approach is drawing on learning from a similar approach used in South East Wales for supported living services. NWCH has also drawn on evidence from work carried out across England and in Wales on Opportunity Assessments (Alder, 2013) in learning disability services which emphasised the need to ***‘focus on outcomes and savings will follow’***.



### Right Sizing Case Study

*Orange* care home has 32 placements from across North Wales of younger adults with complex needs. The annual value of these placements is in excess of £1million. Through Right Sizing, we have analysed each placement, the needs, outcomes, fee being paid and amount of additional 1:1 staffing being paid for. This showed that collectively we were purchasing a significant number of staffing hours at a cost of £1600 per week. Analysis of the training provided to staff showed that they were not being sufficiently trained to meet the complex needs of service users which was leading to higher than necessary staffing levels. We have commenced discussion with the provider to change their service model, increase staff training and reduce the level of 1:1 staffing, all of which will result in reduced fees.

One of the key lessons learned over the last year is the critical role of frontline practitioners in developing sustainable commissioning across the region. Social workers and nurses review all placements at least annually and it is important to build more challenge into this process so that we ensure providers are actively enabling people to be as independent possible and to progress on to services such as supported tenancies where they have more choice and control wherever possible. Even where people are not yet ready to move on, it is essential to consider if the level of support can be reduced in order to promote their independence.

NWCH has also learned that it cannot use the same approach across all service areas as market conditions vary, for example where there is a shortage of provision, the balance of control rests with providers who are able to levy higher charges than where the market has more choice.

Finally, the team have been assembling detailed information on the core fee being charged by individual care homes, and what is included in this to enable better comparison and assess value for money. This information has not previously been available on a regional basis.

## Placement Sourcing

**FBC Objectives:** Procurement of placements and services and provision of a regional brokerage service for in-scope services

Exploring the development and management of databases for partners for each in-scope service

Individual Placement Sourcing (IPS) is the process by which NWCH obtain new placements for people requiring support in an 'in scope' care home. The process entails care coordinators sending a referral for a new placement to NWCH which provides a pen picture of the service user's needs and detailing the outcomes to be achieved by a care home. NWCH then match the referral to its data base of providers and seek expressions of interest from care homes in providing a placement and ask for details of how the outcomes will be met, and at what cost. Any expressions of interest that are returned are then scrutinised in terms of cost and forwarded on to the care coordinator to appraise the options, along with the service user and their family. Once a preferred placement is identified, NWCH will negotiate the final cost and also provide feedback to those care homes that were not successful. This feedback is important as it enables providers to better shape their services to meet needs, and address issues such as cost or quality.

There are a number of reasons for NWCH taking on this brokerage function:

- Develop and record a regional overview of capacity, quality and cost
- Release capacity of care coordinators as searching for placements can be time consuming frontline
- Ensure the process of securing placements is transparent – all Care Homes have equal opportunity to express interest and is not dependent on which homes individual practitioners are familiar with
- Opportunity to negotiate on final placement cost
- Enable market development through feedback to providers
- Highlights where there are gaps in provision where placements are difficult to source in region which then feed in to the strategic commissioning function

Over the past year, NWCH has received 123 referrals (see appendix 3 for breakdown)

NWCH have been developing and refining the process and underpinning paperwork beginning with adult services and then in May accepting referrals for Children and Young People too. The team are

working closely with Procurement Managers in Denbighshire Council to develop the eProcurement system to store the information needed to support the IPS function.

The IPS process is not yet fully embedded in each organisation, particularly in the later stages of the process which has limited the opportunities to negotiate on the final cost. Nevertheless, the process itself is important in signalling to providers that commissioners are seeking value for money and will no longer accept whatever fee is quoted. It has also highlighted opportunities for working with frontline practitioners and providers to develop a better understanding of outcomes for people with complex needs.

Perhaps most importantly, by sourcing placements from across the region, NWCH is beginning to identify where we have service shortfalls, not only in the types of care homes but also where care home placements are being sought only because there is a lack of suitable community based alternatives such as supported tenancies or foster placements.

#### **Case Study**

In the last year, NWCH has received 10 referrals for people who require ground floor accommodation due to limited mobility. These placements have been difficult to source and in some cases have resulted in people having to remain in unsuitable placements, including hospital. NWCH are beginning market development discussions with providers to address this issue.

## Quality Monitoring

***FBC Objective:** Development of a regional framework for the contract monitoring of in-scope services, providing a direct service as required and ensuring monitoring information is shared and held to promote safeguarding and appropriate information security*

Ensuring the quality of placements has been a key priority for NWCH during its first year of operation, particularly in the light of abuse scandals such as those at Winterbourne View and Stafford Hospital. NWCH has 3 key responsibilities in relation to monitoring the quality of services:

- Leading the development of a consistent and coordinated approach to monitoring across North Wales
- Gathering and analysing intelligence from a wide range of sources about in scope care homes
- Carrying out monitoring visits to in scope homes on behalf of some partners (who lack local capacity to do this)

NWCH, with its partners, have developed an outcome based monitoring framework that can be applied to all care homes for adults in North Wales, including care homes for older people. This significant piece of collaborative work is now being shared with providers and piloted, to be reviewed in six months. An important future development is to align the framework with the clinical monitoring tool being developed by BCU Health Board colleagues, who are members of the regional group developing this work; CSSIW as the regulators have also been a member of the regional group.

The framework is supported by a core set of documentation that will be used consistently by all partners (though may be supplemented locally) and a common reporting format. It is underpinned by the development of a formal Information Sharing Protocol to enable partners to monitor on each other's behalf. This coordinated approach has been welcomed by providers in reducing duplication and bureaucracy for them as well as introducing greater consistency and greater clarity about what is expected of them. The reduction of duplication is also resulting in capacity being freed up locally.

It is important to note that the regional group are keen to develop an approach that recognises good practice as well as highlighting any areas for improvement.

The Hub Quality Monitoring officer has directly monitored 21 homes and is developing stronger working relationships with providers. The in-depth knowledge of services gained as a result of monitoring also helps to support better matching through the placement sourcing process. It is also identifying shared areas for provider development which need to feed into future workforce development planning.

The collating of intelligence is an area that requires further development as this is not yet routinely being provided to the Hub. It is expected that each time a formal review of individual needs is carried out by a social worker or nurse reviewer they will provide feedback to NWCH on whether individual outcomes are being achieved, and report areas of positive practice or areas for improvement. In addition, NWCH are developing links with Safeguarding and Complaints officers and with advocacy and other voluntary groups to provide intelligence. It is hoped that over time, these systems will build so that early warning signs can be identified and action can be taken to avoid escalation of concerns.

NWCH are now developing a similar approach for Children's Care Homes and it has recently been agreed that NWCH will monitor all children's care homes in North Wales on behalf of all partners.

#### **Case Study**

A large provider organisation has a number of care homes across North Wales. NWCH noted that similar issues were arising in each of the Homes relating to management oversight and governance. Previously, each county would have addressed the issues independently but instead NWCH called a meeting on behalf of all partners with the regional director for the organisation so that the issues could be shared and addressed. This approach has resulted in action being taken to improve services across the region.

A training needs analysis of quality monitoring officers has been carried out by an external consultant (using one off grant funding) and this has highlighted the opportunity to develop a regional approach to future skills development. Allied to this, it has become apparent that expecting a single monitoring officer to have sufficient knowledge to monitor a diverse range of services is challenging and there may be future opportunities for developing more focused approaches by developing and sharing specialist skills across the region.

There are plans to introduce Practice Development Forums to bring together providers, commissioners and frontline practitioners to consider and discuss the research and evidence base of what works, for whom and consider notable practice examples that could be developed in the region.

Future plans also include developing more innovative ways to gather feedback from a range of different sources, most importantly from service users themselves and family and friends.

## Commissioning and Market Development

**FBC Objectives:** *Development of a common approach to analysing local needs and service usage, built on best practice across the region and beyond. This will include collection of common information on the nature of in-scope services, on unit costs, contract prices, providers, capacity and outcomes*

*Benchmarking of data regionally and sub-regionally*

*Exploring the development and maintenance of preferred provider lists*

*As opportunities arise exploring better value procurement of other categories of spend, or commissioning alternative service models*

*On the basis of needs and gap analysis, development of regional/sub-regional commissioning plans in accordance with agreed work programme priorities*

*Commissioning of new services and support for local commissioning teams to commission new services in areas agreed within the work programme*

*Networking with other regions in Wales to ensure that practice and initiatives are in line with best practice and well co-ordinated*

*Provision of a single point of access for providers of in scope services*

*Use of market intelligence to enable the market to be shaped to deliver best use of local provision/capacity*

*Monitoring of market sustainability*

*Monitoring of trends to anticipate future needs*

As can be seen above, a large number of objectives in relation to strategic commissioning were set out in the business case and working towards these has formed a large element of the work of the Hub team.

The starting point for NWCH was to understand the market in relation to in-scope services. It quickly became clear that each area (mental health, children, learning disability, physical disability) was a discrete market in its own right with different characteristics and challenges. Gathering data and market intelligence to understand this at a regional level has been a complex piece of work; not least in obtaining data in a timely manner from all partners about who is placed where, for how long and at what cost.

Market analysis is ongoing but gaps and areas for market development are emerging and this is being brought together into Market Position Statements. These will inform both current and prospective providers of the types of care homes required in the region over the next 3-5 years.

#### **Whole Pathway Approach**

NWCH facilitated 2 workshops to consider the accommodation and support needs of people with learning disability and mental health. The workshops highlighted the need to strategically commission (plan & develop) services across the whole pathway from hospital to low level community support – and the problems that are created if this approach is not taken as people are unable to become more independent and progress on through services if there is a lack of capacity in one part of the pathway. For example, workshop participants reported that some people are living in care homes who don't need to be but there is no suitable rented accommodation available; this in turns results in people remaining in hospital when they no longer need treatment.

It is important to note that the financial climate along with the high profile cases such as the collapse of Southern Cross and abuses at Winterbourne view have had an impact on the Care Home market landscape. The return on investment once expected has diminished significantly and this brings with it new challenges for commissioners in North Wales. Working alone, no single partner offers investors sufficient demand which makes collaborative commissioning even more important to enable us to meet the increasingly complex needs of people in the future .

An important area of work has been in building relationships with providers and two 'Meet the Commissioner' events have been held, supported by Menter a Busnes, as well as a number of business development meetings with individual providers. Recognising the co-dependency between providers and commissioners and developing open relationships is an essential element of NWCH's market facilitation role.

In order to develop greater transparency and control, regional frameworks have been developed for Children and Young People's Care Homes and Learning Disability Care Homes; these are supported



by the use of an eProcurement system. There is a very limited choice of provision available for children and young people in North Wales, this is due in part to relatively low levels of demand but it has resulted in market control lying with providers who have been able to charge high fees. The first step to addressing this is to source a broader range of provision. Whilst initially this may be services that already exist outside of the region, the next step will be to encourage development of new services in region.

The frameworks are underpinned by the development of service specifications which for the first time clearly set out the standards of service expected by commissioners in North Wales and will support more robust quality monitoring in the future.

This work, particularly the specifying of service models, has been carried out through a number of task groups comprised of representatives from all partners to ensure that the work reflects local priorities and draws on the expertise of service professionals. In addition, the vetting of providers for inclusion on the frameworks has included interviews and verification visits to services. This has implications for local capacity which in turn prescribes the pace at which work can progress; for example a task group can only meet monthly without impinging too much on local capacity. At times, this has also resulted in progress has being slowed further by patchy attendance at meetings.

The NWCH team have also developed links with commissioning consortia in South Wales and North West England in order to share learning, practice and intelligence. They have also organised two skills development workshops to increase awareness of commerciality, investment and portfolio risk.

#### **Portfolio Risk**

Commissioners in North Wales are spending in excess of £3 million across a range of services for people with the most complex needs with a single provider.

This provider has a high proportion of care home placements people with learning disability with the most complex needs.

This is a significant risk for commissioners as it places too much control with one provider. For example, if they were to go into administration or have a change in ownership that resulted in increased fees, there are few alternatives available.

Part of the role of NWCH is to identify where such risks exist and to develop the market to reduce dependency and to consider alternative contracting arrangements.

## **Other activity**

The Hub team has invested significant time in meeting with management and frontline teams in all partner organisations to raise awareness of its role and to help embed ownership. It is important that NWCH is recognised as an integral element of each partners' processes rather.

The team have developed a consistent branding and produced a number of briefing sheets as well as newsletters and developed a web presence in partnership with Social Services Improvement Agency ([www.ssiacymru.org.uk/NWCH](http://www.ssiacymru.org.uk/NWCH)). An official Launch event was held in February with the Minister for Health and Social Services.

Also as part of this process of raising awareness, NWCH has held two workshops with over 50 Learning Disability practitioners to discuss its 4 key functions and what this means for frontline staff and how they can assist, for example the sharing intelligence on provider quality.

## **4. Key risks**

The Management Board is responsible for agreeing and monitoring the NWCH risk register and the actions required to mitigate these. In summary, the key risks noted in it are as follows:

- Lack of capacity of partners to contribute to workstreams
- Over-stretching NWCH team
- Hub function not being embedded in local processes
- Not achieving forecast savings
- Portfolio risk in parts of the market

These are reflected in the 'Top Ten Asks' which are the critical areas identified by the Hub as requiring input and support from all partners. Each partner organisation has nominated a Relationship Manager to ensure that these are addressed.

## **5. Moving forward**

The work programme for 2013-14 has been agreed with, and is monitored by the Management Board. Key priorities include:

- Continue to embed work across each key function, prioritising the Right Sizing Value for Money workstream.
- Consider independent mid-term evaluation
- Skills development across the region

- Develop closer relationships with providers, including Practice Development Workshops, to drive up quality and share notable practice
- Develop stronger links with other North Wales partnerships i.e. Supporting People, Substance Misuse and Procurement

In addition, the Hub will be taking forward work in relation to foster care, complex supported living and dementia care services. These areas all link closely to the Hub's work programme and additional capacity is being funded through the Regional Collaboration Fund.

# Appendices

- 1. Work Programme 2013/14**
- 2. Management Board Membership**
- 3. IPS Data by Partner**



**North Wales Commissioning Hub Work Programme 2013-14**

| Theme                                | Activity                                                                                                          |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>Value for Money (VFM)</b>         | Complete VFM baseline assessment of all in scope providers                                                        |
|                                      | Negotiation of current children's placements                                                                      |
|                                      | Right sizing of Learning Disability, Mental Health & Physical disability Provision                                |
|                                      | Mapping and Benchmarking of provision:<br>What they provide / to what outcomes/ at what cost/ capacity / location |
|                                      | Benchmark fees with other regions                                                                                 |
|                                      | Consider options eg volume related discount; block contracts etc..                                                |
| <b>Individual Placement Sourcing</b> | Improve process and embed locally                                                                                 |
|                                      | Work with providers to raise awareness                                                                            |
|                                      | Scrutinise costs and challenge                                                                                    |
|                                      | Refine paperwork                                                                                                  |
|                                      | Improve quality of referrals                                                                                      |
|                                      | Collate intelligence on service gaps to inform commissioning                                                      |
| <b>Quality Monitoring (QM)</b>       | Research models / practice from elsewhere                                                                         |
|                                      | Evaluation of QM framework                                                                                        |
|                                      | Provider engagement via workshops                                                                                 |
|                                      | Develop QM framework for children                                                                                 |
|                                      | Annual Proactive Visits (Schedule prep & undertake visits + write reports) for QM                                 |
|                                      | Reactive monitoring and follow up from proactive                                                                  |
|                                      | QM skills development work                                                                                        |
|                                      | Complete adults and develop Children's Information Sharing Protocol                                               |
|                                      | Intelligence gathering and monitoring                                                                             |
|                                      | Practitioner workshops to embed                                                                                   |
|                                      | Develop links with commissioners outside north Wales re Out of Area placements                                    |
|                                      | Launch Quality Check                                                                                              |
|                                      | Evaluate Quality Check                                                                                            |
|                                      | Regional escalating concerns process                                                                              |

|                                                       |                                                                            |
|-------------------------------------------------------|----------------------------------------------------------------------------|
|                                                       | CYP escalating concerns process                                            |
|                                                       | Develop links with advocacy orgs                                           |
|                                                       | Develop feedback mechanisms from Service Users/family                      |
|                                                       | Establish Quality circles                                                  |
|                                                       | QM tool – interface with BCUHB tool                                        |
| <b>Strategic Commissioning and Market development</b> | Finalise CYP service spec and contract                                     |
|                                                       | Finalise Adults service specs (LD, MH, PSI, Dementia)                      |
|                                                       | Establish & maintain Approved Provider Frameworks                          |
|                                                       | Decide next steps re high cost dementia placements                         |
|                                                       | Develop Market position statements x 4 (Agree Data set(s) & Age profiling) |
|                                                       | Coordinate regional task groups                                            |
|                                                       | Market facilitation activity (Meet with Providers)                         |
|                                                       | Collation of intelligence to identify market gaps                          |
|                                                       | Link with other commissioning consortia                                    |
|                                                       | Decide next steps re Foster Care                                           |
|                                                       | Progress outcomes from commissioning workshops                             |
|                                                       | Research evidence on service models and approaches to commissioning        |
|                                                       | Links with SCIP/SCDWP re workforce development (Providers)                 |
|                                                       | Provider engagement - develop strategy and implement                       |
|                                                       | Market testing for development of respite for people with complex needs    |
| <b>Other</b>                                          | Regular communication / newsletter                                         |
|                                                       | Development / implementation / Training of ICT solution                    |
|                                                       | Procedure manual                                                           |
|                                                       | Performance monitoring                                                     |
|                                                       | Team Development Activities                                                |
|                                                       | Coordinate Management Board and attendance at other partner meetings       |

## Management Board Membership

- Sally Ellis, Denbighshire County Council – Chair
- Wyn Thomas, BCU Health Board – Vice chair
- Steve Williams, Wrexham County Borough Council
- Craig MacCleod, Flintshire County Council
- Paul McGrady, Denbighshire County Council
- Jenny Williams, Conwy County Borough Council
- Meilys Smith, Gwynedd Council
- Anwen Davies, Isle of Anglesey County Council
- Sue Willis, BCU Health Board – Children’s CPG
- Simon Pyke, BCU Health Board – Mental Health and Learning Disability CPG
- Jeanette Rock, representing Education services

Each partner also has a nominated deputy

## Overview of placement data by partner

### Care Home Placements over £700 gross (as of Sept 2013)

|              | LD         |                 | MH        |                 | PSI       |                | CYP       |                 | Total           |
|--------------|------------|-----------------|-----------|-----------------|-----------|----------------|-----------|-----------------|-----------------|
|              | No         | £               | no        | £               | no        | £              | No        | £               | £               |
| WCBC         | 23         | £61,355         | 9         | £8,797          | 9         | £11,678        | 9         | £28,413         | £110,243        |
| FCC          | 38         | £59,368         | 3         | £3,072          | 6         | £4,812         | 30        | £42,595         | £109,847        |
| DCC          | 21         | £35,229         | 8         | £8,840          | 0         | £0             | 3         | £6,378          | £50,447         |
| CCBC         | 46         | £57,475         | 10        | £13,813         | 7         | £6,103         | 8         | £23,219         | £100,610        |
| GC           | 19         | £31,450         | 12        | £17,114         | 6         | £5,913         | 13        | £41,528         | £96,005         |
| IOACC        | 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        |
| <b>Total</b> | <b>189</b> | <b>£336,031</b> | <b>79</b> | <b>£110,237</b> | <b>45</b> | <b>£52,172</b> | <b>71</b> | <b>£197,054</b> | <b>£695,494</b> |

*There is further work to be done on disaggregating NHS contribution to some joint funded packages*

Comparison with 2012 data shows a slight decrease (from 409 to 366) in the total number of care home placements over £700 per week

### Total savings to date by Partner

The table below includes savings made in Learning Disability Care Homes (over 3 year period including 12/13 and 13/14) and cost avoidance to date.

| Anglesey | Gwynedd | Conwy    | Denbighshire | Flintshire | Wrexham  | BCUHB    | TOTAL             |
|----------|---------|----------|--------------|------------|----------|----------|-------------------|
| £27,906  | £77,246 | £280,611 | £44,922      | £293,906   | £289,974 | £141,940 | <b>£1,156,505</b> |

**Contributions by Partner as agreed in the Partnership Agreement Finance Protocol** (based on spend)

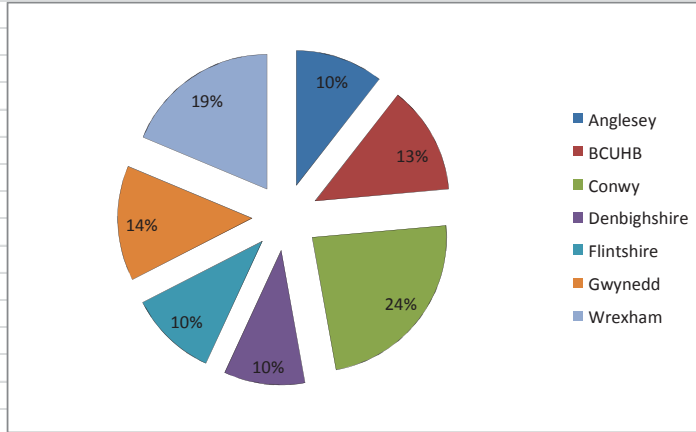
| Anglesey | Gwynedd | Conwy   | Denbighshire | Flintshire | Wrexham | BCUHB   | TOTAL           |
|----------|---------|---------|--------------|------------|---------|---------|-----------------|
| £11,368  | £19,806 | £19,204 | £12,615      | £36,381    | £26,080 | £61,030 | <b>£186,484</b> |



Individual Placement Sourcing data by partner

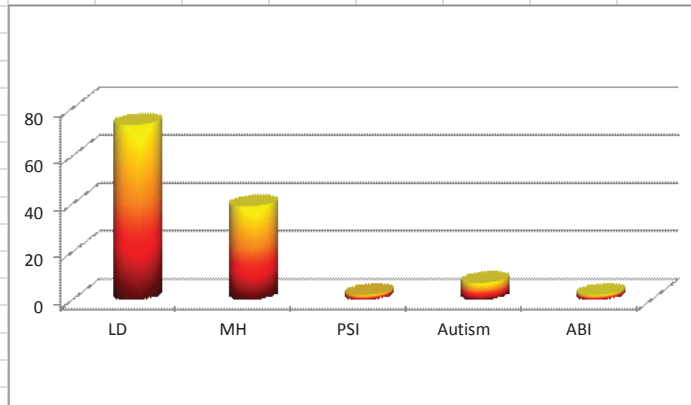
ADULT Referrals by Partner October 2012 - September 2013

|              |     |
|--------------|-----|
| Anglesey     | 13  |
| BCUHB        | 16  |
| Conwy        | 29  |
| Denbighshire | 12  |
| Flintshire   | 13  |
| Gwynedd      | 17  |
| Wrexham      | 23  |
| TOTAL        | 123 |



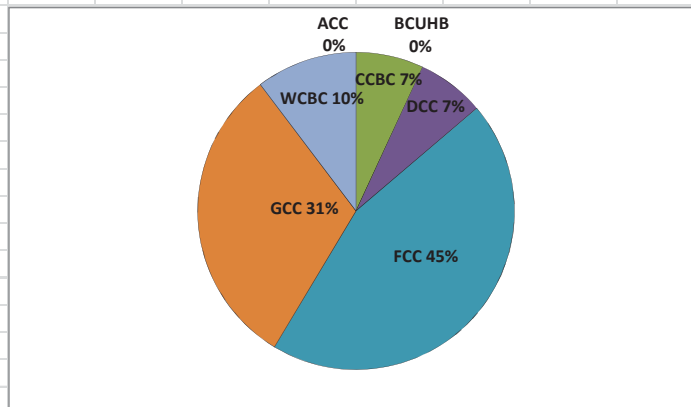
ADULT Referrals by Type October 2012 - September 2013

|        |     |
|--------|-----|
| LD     | 73  |
| MH     | 39  |
| PSI    | 2   |
| Autism | 7   |
| ABI    | 2   |
| TOTAL  | 123 |



Children's Referrals by Partner October 2012 - September 2013

|              |    |
|--------------|----|
| Anglesey     | 0  |
| BCUHB        | 0  |
| Conwy        | 2  |
| Denbighshire | 2  |
| Flintshire   | 13 |
| Gwynedd      | 9  |
| Wrexham      | 3  |
| TOTAL        | 29 |



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**Report To:** Partnerships Scrutiny Committee

**Date of Meeting:** 6 February 2014

**Lead Member/Officer:** Lead Member Public Realm

**Report Author:** Head of Highways & Environmental Services

**Title:** Second Inter-Authority Agreement for the North Wales Residual Waste Project (NWRWTP)

---

## 1. What is the report about?

In February 2008 Cabinet gave its approval for DCC to enter into a formal partnership with four other north Wales councils, to jointly procure a 25 year contract for the provision of residual waste disposal facilities. This report seeks support for two important steps in the process.

## 2. What is the reason for making this report?

In order to facilitate the procurement process, all councils involved in the partnership signed-up to a formal Inter Authority Agreement (IAA1). Under this agreement, delegated decision making authority was given to the Project Board and the Project Committee, with a number of key decisions still being reserved for individual councils. This report is about two of those reserved matters, i.e. confirmation of the final preferred bidder, and approval of the second Inter Authority Agreement (IAA2).

This report provides information that is designed to allow the committee to scrutinise the suggested course(s) of action.

## 3. What are the Recommendations?

That the Committee

- 3.1 confirm support for the selection of the preferred bidder
- 3.2 confirm its support for the principles outlined in draft IAA2

## 4. Report details.

### 4a) preferred bidder selection.

The procurement has been undertaken via a “competitive dialogue” process. At this stage, two bidders would normally still be in the running, and a decision on de-selection would now be required. However, in the case of the NWRTP project, the second bidder withdrew unilaterally in January 2013, effectively leaving the current bidder in a monopoly position.

Ever since that withdrawal, the project team (and the remaining bidder) have been keen to demonstrate that value for money (VFM) is still being achieved on the project. The drive for VFM resulted in a number of highly significant changes to what was being procured. The overall result from these changes has been an improved position for Denbighshire, i.e. comparing the IAA1 agreement “offer” against the currently anticipated outcome (see 4b for details).

That is significant, because under IAA1, the council accepted the basic position that withdrawal from the project was only permissible if the price became “unaffordable”. Furthermore; it also accepted the position that, if any council were to unilaterally withdraw, it would have to reimburse the remaining council for all consequential costs to date (likely to be several million pounds).

The project is actually well-inside the “affordability envelope” (see Appendix One). Furthermore, the final business case does appear to demonstrate genuine VFM. The company has also satisfied the requirements of the partnership’s legal, technical, and financial experts.

In these circumstances, there appears to be no reason why the remaining bidder should not now be granted “preferred bidder status”.

**N.B.** we are not yet at the final decision point, i.e. whether or not the main contract should be signed. That will come later this year, and VFM issues will be explored and explained in more detail at a Council Briefing on 4 February.

#### 4b) Inter Authority Agreement No.2

IAA No.1 was an “agreement to procure” that covered everything up to the final contract award. IAA2 covers the operation of the contract itself, i.e. from contract award onwards. The draft IAA2 is included as an appendix to this report. The agreement is a complex legal document that covers every aspect of how the contract is to be managed. However, the essential features are as follows:

- i) The main waste disposal facility will be an energy from waste plant, located at Deeside Industrial Park, operated by Wheelabrator Technologies Ltd (WTI). The plant will be paid for over a 25 year period via “gate fees”. The same charging mechanism will apply to all councils.
- ii) Gate fees vary according to the tonnages that are delivered. The councils have an optional 5 year extension available to them.
- iii) Flintshire CC will enter the main contract with WTI, and will then recharge other councils for the services provided. A small team will be employed to do this work.
- iv) Under IAA1, a principle was agreed that the councils would share transportation costs, i.e. between the various transfer stations in each county and the new plant. In Denbighshire the stations used would be Ruthin, and a (yet to be determined) location; designed to replace the Llanddulas landfill site.
- v) Councils will pay their own costs in relation to the operation of the transfer stations. This principle is a variation from the principle set out in IAA1. However, it is not a significant factor in Denbighshire’s VFM calculation. It is broadly cost neutral for Denbighshire.

- vi) Under IAA1 the council agreed to provide a guaranteed minimum tonnage of waste, for which it would be charged, even if the council was not able to deliver it for some reason. Under IAA2, this specified tonnage is lower. i.e. that is an improved position for Denbighshire.
- vii) Under IAA1 the liability for shared haulage cost was significantly higher than it is under IAA2. Once again, this is an improved position for Denbighshire.

In summary; IAA2 generally offers the Council a better position than IAA1. Technical officers are satisfied with the main features, and the legal clauses have been drafted to the satisfaction of the Council's legal officers. Officers therefore recommend that the draft should be supported.

There is one new item proposed in IAA2 (not included in IAA1), i.e. a "community benefit payment". Payments of this type are a common feature of energy from waste plants. e.g. in South Wales an amount of £50k p.a. was offered.

The amount proposed for the Deeside plant is £180k p.a. The money would be spent on agreed local community projects. The sum is designed to reflect the fact that Flintshire offered up the use of their land for free (estimated rental value = £130k p.a.).

The size of the charge has not yet been agreed by DCC members. However, the Project Board have agreed a method of apportioning the charges (i.e. the contributions from individual councils). This is to be done on a "tonnes delivered" basis. This is the optimum method for Denbighshire.

## **5. How does the decision contribute to the Corporate Priorities?**

This contract will assist in the delivery of the sustainability agenda. Energy will be recovered from waste that would otherwise be going to landfill.

## **6. What will it cost and how will it affect other services?**

- a) The scope of this report is limited to the preferred bidder decision, and support for the draft IAA2 document. However, the final business case indicates that the chosen solution is cheaper than "business as usual" (see Appendix One).
- b) The contract is for bulk disposal of household waste so there is no direct effect on the public in terms of equalities.
- c) There are no relevant biodiversity factors.
- d) The Environmental effects of the project are beneficial; energy will be recovered from waste that would otherwise be going to landfill.

## **7. Equality Impact Assessment (EqIA)**

The decisions being considered are the selection of a contractor, and the contents of a procedural / legal agreement between councils. There are no direct consequences for services delivered to the public, or on the working arrangements for council staff.

There is therefore no risk of differential impacts on people with protected characteristics (see Appendix 3).

**8. What consultations have been carried out?**

DCC legal officers have been fully involved in the drafting of the agreement

**9. Chief Finance Officer Statement**

The changes to the proposals that have been made since the withdrawal of the second bidder have resulted in an improved financial offer for Denbighshire County Council. Although the final decision on the final business case will be the subject of a future report, the current business case shows that the proposed solution is also cheaper than the cost of the current operations. This supports the acceptance of both the recommendations of this report

**10. What risks are there and is there anything we can do to reduce them?**

If the council failed to enter the agreement, the other councils would suffer consequential costs, for which Denbighshire would be liable. The whole project might be jeopardised.

**11. Power to make the Decision**

Under Section 2 of the Local Government Act 2000, i.e. the promotion or improvement of the environment for the well-being of the area.

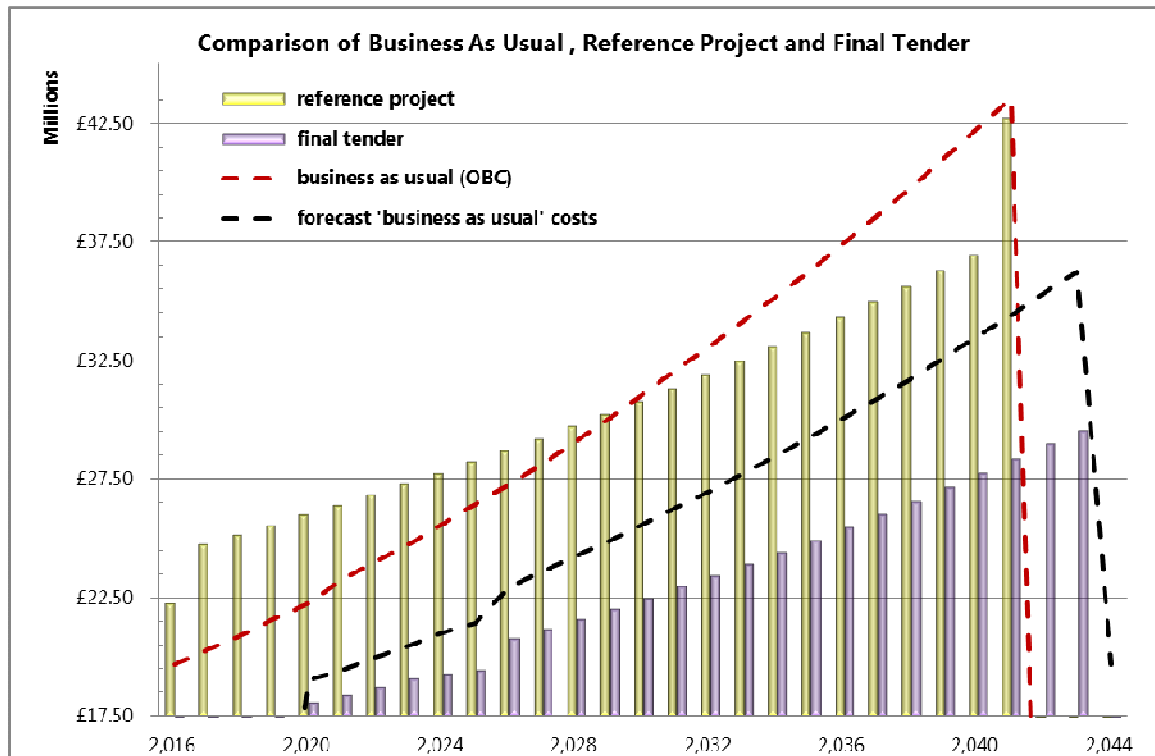
Article 6.3.2(b) sets out Scrutiny's powers with respect to this matter

**Contact Officer:**

Head of Highways and Environmental Services  
Tel: 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).



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## Appendix 2

- (1) CONWY COUNTY BOROUGH COUNCIL
- (2) DENBIGHSHIRE COUNTY COUNCIL
- (3) FLINTSHIRE COUNTY COUNCIL
- (4) GWYNEDD COUNCIL
- (5) ISLE OF ANGLESEY COUNTY COUNCIL

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**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

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***DRAFT***

**The Draft IAA is subject to a cross referencing and definitions check. The Agreement will need to be further monitored and updated in line with the final agreed form Project Agreement.**

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**BETWEEN**

- (1) **CONWY COUNTY BOROUGH COUNCIL** of Bodlondeb, Conwy, North Wales, LL32 8DU ("**Conwy Council**");
- (2) **DENBIGHSHIRE COUNTY COUNCIL** of Environmental Services, Kinmel Park Depot, Bodelwyddan, Denbighshire, LL18 5UX ("**Denbighshire Council**");
- (3) **FLINTSHIRE COUNTY COUNCIL** of County Hall, Mold, Flintshire, CH7 6NB ("**Flintshire Council**");
- (4) **GWYNEDD COUNCIL** of Council Offices, Shirehall Street, Caernarfon, Gwynedd, LL55 1SH ("**Gwynedd Council**"); and
- (5) **ISLE OF ANGLESEY COUNTY COUNCIL** of Council Offices, Llangefni, Anglesey, LL77 7TW ("**Isle of Anglesey Council**")

(together referred to as the "**Councils**" and individually as a "**Council**")

**BACKGROUND**

- (A) The Councils have agreed to work together in a partnering relationship to jointly procure a residual waste treatment facility and deliver residual waste treatment services (the "**Solution**") in furtherance of the objectives of the North Wales Residual Waste Treatment Partnership (the "**Partnership**") and the project known as the North Wales Residual Waste Treatment Project (the "**Project**").
- (B) The Councils (pursuant to the powers conferred on them by Sections 51 and 55 of The Environmental Protection Act 1990, Section 19 of the Local Government Act 2000 and all other enabling powers) entered into the first Inter-Authority Agreement on 24 June 2010 (the "**First Inter-Authority Agreement**") to formalise their respective roles and responsibilities in relation to the joint working arrangements for the procurement of the Project and the appointment of Flintshire Council as Lead Council in carrying out the procurement in accordance with the terms of the Outline Business Case and the common decision made by each Council to approve the affordability envelope for the Project and commence the procurement.
- (C) The Councils acknowledge that the First Inter-Authority Agreement regulated the procurement of the Project up to Financial Close. Pursuant to the First Inter-Authority Agreement, the Councils have agreed to enter into this second Inter-Authority Agreement (the "**Agreement**") which will set out the respective rights and obligations of each Council in relation to the implementation and operational phases of the Project.
- (D) The Councils have agreed that the Lead Council shall enter into a contract (the "**Project Agreement**") with [Name of Contractor]<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.

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<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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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<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                                                                                                            |

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<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;

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<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

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<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.

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<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),

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<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.

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<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.

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<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

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<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.

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<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.]**

| 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 |
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| 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 |
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| 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 |
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| 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 |
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| 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 |
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| 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 |
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| 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 |
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| 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 |
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| 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 |
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| 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 |
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| 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.**

\_\_\_\_\_

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**Report to:** Partnerships Scrutiny Committee

**Date of Meeting:** 6 February 2014

**Report Author:** Scrutiny Coordinator

**Title:** Scrutiny Work Programme

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**1. What is the report about?**

The report presents Partnerships Scrutiny Committee with its draft forward work programme for members' consideration.

**2. What is the reason for making this report?**

To seek the Committee to review and agree on its programme of future work, and to update members on relevant issues.

**3. What are the recommendations?**

That the Committee considers the information provided and approves, revises or amends its forward work programme as it deems appropriate.

**4. Report details.**

- 4.1 Article 6 of the Council's Constitution sets out each Scrutiny Committee's terms of reference, functions and membership, whilst the rules of procedure for scrutiny committees are laid out in Part 4 of the Constitution.
- 4.2 The Constitution of Denbighshire County Council requires scrutiny committees to prepare and keep under review a programme for their future work. By reviewing and prioritising issues, members are able to ensure that the work programme delivers a member-led agenda.
- 4.3 For a number of years it has been an adopted practice in Denbighshire for scrutiny committees to limit the number of reports considered at any one meeting to a maximum of four plus the Committee's own work programme report. The objective of this approach is to facilitate detailed and effective debate on each topic.
- 4.4 The Committee is requested to consider its draft work programme for future meetings as detailed in appendix 1 and approve, revise or amend it as it deems appropriate. When deciding on the work programme members are asked to take into consideration:
- issues raised by members of the Committee
  - matters referred to it by the Scrutiny Chairs and Vice-Chairs Group
  - relevance to the Committee's/Council's/community priorities

- the Council's Corporate Plan and the Director of Social Services' Annual Report
  - meeting workload
  - timeliness
  - outcomes
  - key issues and information to be included in reports
  - whether the relevant lead Cabinet member will be invited to attend (having regard to whether their attendance is necessary or would add value). (In all instances this decision will be communicated to the lead member concerned)
  - questions to be put to officers/lead Cabinet members
- 4.5 When considering future items for inclusion on the forward work programme members may also find it helpful to have regard to the following questions when determining a subject's suitability for inclusion on the work programme:
- what is the issue?
  - who are the stakeholders?
  - what is being looked at elsewhere
  - what does scrutiny need to know? and
  - who may be able to assist?
- 4.6 As mentioned in paragraph 4.2 the Constitution of Denbighshire County Council requires scrutiny committees to prepare and keep under review a programme for their future work. To assist the process of prioritising reports, if officers are of the view that a subject merits time for discussion on the Committee's business agenda they have to formally request the Committee to consider receiving a report on that topic. This is done via the submission of a 'proposal form' which clarifies the purpose, importance and potential outcomes of suggested topics. One proposal form has been received seeking the Committee to consider a report from the North Wales Mental Health Partnership on the progress to date against the required actions in 'Together for Mental Health' (see Appendix 2 attached). Members are asked to consider this request.
- 4.7 Cabinet Forward Work Programme  
When deciding on their programme of future work it is useful for scrutiny committees to have regard to Cabinet's scheduled programme of future work. For this purpose a copy of the Cabinet's forward work programme is attached at Appendix 3.
- 4.8 Progress on Committee Resolutions  
A table summarising recent Committee resolutions and advising members on progress with their implementation is attached at Appendix 4 to this report.

**5. Scrutiny Chairs and Vice-Chairs Group**

Under the Council's scrutiny arrangements the Scrutiny Chairs and Vice-Chairs Group (SCVCG) performs the role of a coordinating committee. The Group met on 9 January 2014, no items were referred to this Committee for consideration.

**6. How does the decision contribute to the Corporate Priorities?**

Effective scrutiny will assist the Council to deliver its corporate priorities in line with community needs and residents' wishes. Continual development and review of a coordinated work programme will assist the Council in monitoring and reviewing policy issues.

**7. What are the main conclusions of the Equality Impact Assessment (EqIA) undertaken on the decision?**

No Equality Impact Assessment has been undertaken for the purpose of this report as consideration of the Committee's forward work programme is not deemed to have an adverse or unfair impact on people who share protected characteristics.

**8. What will it cost and how will it affect other services?**

Services may need to allocate officer time to assist the Committee with the activities identified in the forward work programme, and with any actions that may result following consideration of those items.

**9. What consultations have been carried out?**

None required for this report. However, the report itself and the consideration of the forward work programme represent a consultation process with the Committee with respect to its programme of future work.

**10. What risks are there and is there anything we can do to reduce them?**

No risks have been identified with respect to the consideration of the Committee's forward work programme. However, by regularly reviewing its forward work programme the Committee can ensure that areas of risk are considered and examined as and when they are identified, and recommendations are made with a view to addressing those risks.

**11. Power to make the decision**

Article 6.3.7 of the Council's Constitution stipulates that the Council's scrutiny committees must prepare and keep under review a programme for their future work.

**Contact Officer:** Scrutiny Coordinator  
Tel No: (01824) 712554  
Email: [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 Jukes-Hughes | November 2013                                                                                                           |

| 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**

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**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> |

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| <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>                  | <b>Aims &amp; Priorities</b>                                                                                                              |
| <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

| Meeting            | Item (description / title) |                                                                            | Purpose of report                                                                       | Cabinet Decision required (yes/no) | Author – Lead member and contact officer                     |
|--------------------|----------------------------|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------|--------------------------------------------------------------|
| <b>18 February</b> | 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

| 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                     |
|               |                            |                                       |                                                                             |                                    |                                          |

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

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## 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                                                                                                                                                                                                                                                                  |



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