

Pecyn Dogfen Gyhoeddus

Gareth Owens LL.B Barrister/Bargyfreithiwr
Chief Officer (Governance)
Prif Swyddog (Llywodraethu)



Swyddog Cyswllt:
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At: Bob Aelod o'r Cyngor

Dydd Mercher, 18 Mai 2022

Annwyl Gynghorydd,

RHYBUDD O GYFARFOD HYBRID
CYNGOR SIR Y FFLINT
DYDD MAWRTH, 24AIN MAI, 2022 11.00 AM

Yn gywir

Steven Goodrum
Rheolwr Gwasanaethau Democraidd

Sylwch: Gellir mynychu'r cyfarfod hwn naill ai wyneb yn wyneb yn Siambr y Cyngor, Cyngor Sir y Fflint, Yr Wyddgrug, Sir y Fflint neu ar-lein.

Bydd y cyfarfod yn cael ei ffrydio'n fyw ar wefan y Cyngor. Bydd recordiad o'r cyfarfod ar gael yn fuan ar ôl y cyfarfod ar <https://flintshire.publici.tv/core/portal/home>

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

R H A G L E N

1 YMDDIHEURIADAU AM ABSENOLDEB

Pwrpas: I derbyn unrhyw ymddiheuriadau.

2 DATGAN CYSYLLTIAD

Pwrpas: Derbyn unrhyw ddatganiad o gysylltiad a chynghori'r Aelodau yn unol a hynny.

PRIF EITEMAU BUSNES

3 ADOLYGIAD Y CADEIRYDD O'R FLWYDDYN 2021-22

4 ETHOL CADEIRYDD Y CYNGOR AR GYFER 2022/23, A'R CADEIRYDD I DDERBYN CADWYN Y SWYDD A LLOFNODI'R DATGANIAD DERBYN SWYDD

5 PENODI IS-GADEIRYDD Y CYNGOR AR GYFER 2022/23, A'R IS-GADEIRYDD I DDERBYN CADWYN Y SWYDD A LLOFNODI'R DATGANIAD DERBYN SWYDD

Bydd gohiriad byr o 15 munud cyn i'r eitemau gael eu cyflwyno a'u hystyried fel yr amlinellir isod:

6 ETHOL ARWEINYDD Y CYNGOR

7 ARWEINYDD Y CYNGOR I BENODI'R CABINET

Pwrpas: Nodi penodiad aelodau'r Cabinet gan Arweinydd y Cyngor.

8 MATERION CYFANSODDIADOL GAN GYNNWYS PWYLLGORAU (Tudalennau 7 - 18)

Adroddiad Prif Swyddog (Llywodraethu)

Pwrpas: Cymeradwyo'r trefniadau cyfansoddiadol ar gyfer y Cyngor ar gyfer y flwyddyn i ddod.

9 ETHOLIADAU CYNGOR SIR Y FFLINT DYDD IAU 5 MAI 2022 (Tudalennau 19 - 30)

Adroddiad Prif Weithredwr

Pwrpas: I adrodd i'r Cyngor Sir ar gynnal a chanlyniadau etholiadau Cyngor Sir 2022.

10 **AMSERLEN O GYFARFODYDD 2022/23** (Tudalennau 31 - 44)

Adroddiad Prif Swydddog (Llywodraethu)

Pwrpas: Galluogi'r Cyngor i ystyried yr Amserlen ddrafft o gyfarfodydd ar Gyfer 2022/23.

EITEMAU CYFFREDIN BUSNES

11 **TREFNIADAU CYDWEITHIO CENEDLAETHOL AR GYFER GWASANAETHAU MABWYSIADU A MAETHU (AWDURDODAU LLEOL)** (Tudalennau 45 - 110)

Adroddiad Prif Swydddog (Gwasanaethau Cymdeithasol) -

Pwrpas: Cyflwyno cynigion ar gyfer datblygu'r llywodraethu ar gyfer Gwasanaeth Mabwysiadu Cenedlaethol i Gymru wrth iddo gymryd cyfrifoldeb dros Faethu Cymru.

12 **PENODI AELODAU LLEYG I'R PWYLLGOR ARCHWILIO A LLYWODRAETHU** (Tudalennau 111 - 116)

Adroddiad Prif Swydddog (Llywodraethu)

Pwrpas: Diweddarau'r Aelodau ar benodiad lleyg ychwanegol i'r Pwyllgor Llywodraethu ac Archwilio

13 **DEISEBAU**

Pwrpas: Mae hwn yn gyfle i Aelodau'r Cyngor gyflwyno deisebau ar ran pobl yn eu ward. Unwaith y byddant wedi dod i law, caiff deisebau eu pasio i'r Prif Swydddog priodol ar gyfer gweithredu ac ymateb iddynt.

14 **DEISEBAU SYDD WEDI DOD I LAW'R CYNGOR** (Tudalennau 117 - 120)

Adroddiad Prif Swydddog (Llywodraethu)

Pwrpas: Rhoi gwybod i'r Cyngor am ganlyniadau deisebau sydd wedi cael eu cyflwyno dros y flwyddyn ddiwethaf

ER GWYBODAETH YN UNIG

15 **CWESTIYNAU GAN Y CYHOEDD**

Pwrpas: Derbyn Cwestiynau Cyhoeddus ar gyfer yr eitem hon: doedd dim wedi dod i law erbyn y dyddiad cau.

16 **CWESTIYNAU**

Pwrpas: Nodi'r atebion i unrhyw gwestiwn a gyflwynwyd yn unol â Rheol Sefydlog 9.4(A) y Cyngor Sir: doedd dim wedi dod i law erbyn y dyddiad cau.

17 **RHYBUDD O GYNNIG**

Pwrpas: Derbyn unrhyw Rhybuddion o Gynnig: doedd dim wedi dod i law erbyn y dyddiad cau.

Sylwch, efallai y bydd egwyl o 10 munud os yw'r cyfarfod yn para'n hirach na dwy awr.

Nodyn Gweithdrefnol ar redeg cyfarfodydd

Bydd y Cadeirydd yn agor y cyfarfodydd ac yn cyflwyno eu hunain.

Bydd nifer o Gynghorwyr yn mynychu cyfarfodydd. Bydd swyddogion hefyd yn mynychu cyfarfodydd i gyflwyno adroddiadau, gyda swyddogion Gwasanaethau Democrataidd yn trefnu a chynnal y cyfarfodydd.

Gofynnir i bawb sy'n mynychu i sicrhau bod eu ffonau symudol wedi diffodd a bod unrhyw sain gefndirol yn cael ei gadw mor dawel â phosib.

Dylai'r holl feicroffonau gael eu rhoi "ar miwt" yn ystod y cyfarfod a dim ond pan fyddwch yn cael eich gwahodd i siarad gan y Cadeirydd y dylid eu rhoi ymlaen. Pan fydd gwahoddedigion wedi gorffen siarad dylen nhw roi eu hunain yn ôl "ar miwt".

Er mwyn mynegi eu bod nhw eisiau siarad bydd Cynghorwyr sydd yn ymuno'n anghysbell yn defnyddio'r cyfleuster 'raise hand' sy'n dangos eicon codi llaw electronig.

Bydd y Cadeirydd yn galw ar y siaradwyr, gan gyfeirio at aelod etholedig fel 'Cynghorydd' a swyddogion yn ôl eu teitl swydd h.y. Prif Weithredwr neu enw. O bryd i'w gilydd mae'r swyddog sy'n cynghori'r Cadeirydd yn egluro pwyntiau gweithdrefnol neu'n awgrymu geiriad arall ar gyfer cynigion er mwyn cynorthwyo'r Pwyllgor.

Os, a phan y cynhelir pleidlais, mi fydd y Cadeirydd yn egluro mai dim ond y rheiny sy'n gwrthwynebu'r cynnig/cynigion, neu sy'n dymuno ymatal a fydd angen mynegi hynny drwy ddefnyddio'r swyddogaeth 'chat'. Bydd y swyddog sy'n cynghori'r Cadeirydd yn mynegi os bydd y cynigion yn cael eu derbyn.

Os oes angen pleidlais fwy ffurfiol, bydd hynny yn ôl galwad enwau – lle gofynnir i bob Cynghorydd yn ei dro (yn nhrefn yr wyddor) sut mae ef / hi yn dymuno pleidleisio.

Yng nghyfarfodydd Pwyllgorau Cynllunio a Chyngor Sir mae amseroedd siaradwyr yn gyfyngedig. Bydd cloch yn cael ei chanu i roi gwybod i'r siaradwyr bod ganddyn nhw funud ar ôl.

Bydd y cyfarfod yn cael ei ffrydio'n fyw ar wefan y Cyngor. Bydd recordiad o'r cyfarfod ar gael yn fuan ar ôl y cyfarfod ar <https://flintshire.publici.tv/core/portal/home>

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 8



FLINTSHIRE COUNTY COUNCIL

Date of Meeting	Tuesday 24 th May 2022
Report Subject	Constitutional Issues including Committees
Report Author	Chief Officer (Governance)

EXECUTIVE SUMMARY

Each year, at our Annual General Meeting, (AGM) the Council must agree what arrangements it will make to carry out certain functions, such as its Committee structure and delegation to Officers. These matters are set out in Council Procedure Rule 1.1 (vii)-(xiv).

This report deals with the appointment of other Committees and Chairs and other issues such as allocation of seats, under political balance.

The report is split into sections, each one dealing with one decision that needs to be made and the relevant issues to consider. Each section must be considered and voted on in turn at the AGM. Therefore, it is not possible to move these recommendations 'en bloc'.

RECOMMENDATIONS

1	<p>That Council appoints the following Committees:</p> <ul style="list-style-type: none">• Appeals Committee• Clwyd Pension Fund Committee• Constitution and Democratic Services Committee• Governance & Audit Committee• Grievance Committee• Grievance Appeals Committee• Investigation and Disciplinary Committee• Joint Governance Committee (for pensions)• Licensing Committee• Overview and Scrutiny Committees as follows:<ul style="list-style-type: none">• Community, Housing & Assets• Corporate Resources
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	<ul style="list-style-type: none"> • Education, Youth & Culture • Environment & Economy • Social & Healthcare • Planning Committee • Standards Committee
2	It is recommended that the size of each Committee should be as set out in paragraph 1.04 of this report.
3	It is recommended that the Terms of Reference for each Committee as set out in the Constitution should be approved.
4	<p>a) That seats be allocated in accordance with political balance as set out in Appendix 1 (to follow) and the rules on membership of the Committees as set out in paragraphs 1.09 – 1.14; and</p> <p>b) that the seats on the Grievance, Grievance Appeals and Investigation and Disciplinary Committees be allocated to give a broad political spread of membership.</p>
5	<p>That Council appoints a Chair of the following Committees (noting any restrictions on eligibility):</p> <ul style="list-style-type: none"> • Clwyd Pension Fund • Constitution & Democratic Services • Licensing • Planning • Recovery
6	That the Grievance Committee, the Grievance Appeal Committee and the Investigation & Disciplinary Committee should each appoint their own Chairs from amongst their Membership.
7	That Council decides which group will chair each of the five Overview & Scrutiny Committees.
8	That the rules, procedures, delegations and codes/protocols within the Constitution be approved.
9	That the make-up of the Appointments Committee be approved.
10	It is recommended that Council appoints three Councillors to serve on the Standards Committee.
11	It is recommended that Council delegates authority to the Chief Executive, in consultation with Group Leaders, to make appointments to outside bodies for this Council term. Including authority to change any appointment (in consultation with Group Leaders) during the Council term as required.

REPORT DETAILS

1.00	EXPLAINING THE COMMITTEE STRUCTURE
1.01	<p>The Constitution presently provides for the appointment of the following:-</p> <ul style="list-style-type: none">• Appeals Committee• Clwyd Pension Fund Committee• Constitution and Democratic Services Committee• Governance & Audit Committee• Grievance Committee• Grievance Appeals Committee• Investigation and Disciplinary Committee• Joint Governance Committee (for pensions)• Licensing Committee• Overview and Scrutiny Committees as follows:• Community, Housing & Assets• Corporate Resources• Education, Youth & Culture• Environment & Economy• Social & Healthcare• Planning Committee• Standards Committee
1.02	<p>Last year the Constitution also included a Recovery Committee with responsibility for overseeing the Council's efforts to overcome the legacy of the pandemic. That Committee was intended to last 12 months and so it should be removed from the Constitution. The task of overseeing recovery efforts will be overseen by the Overview and Scrutiny Committees instead.</p>
1.03	<p>It is recommended that :That Council appoints the following Committees for 2022/23:</p> <ul style="list-style-type: none">• Appeals Committee• Clwyd Pension Fund Committee• Constitution and Democratic Services Committee• Governance & Audit Committee• Grievance Committee• Grievance Appeals Committee• Investigation and Disciplinary Committee• Joint Governance Committee (for pensions)• Licensing Committee• Overview and Scrutiny Committees as follows:• Community, Housing & Assets• Corporate Resources• Education, Youth & Culture• Environment & Economy• Social & Healthcare• Planning Committee• Standards Committee

DETERMINATION OF THE SIZE OF COMMITTEES			
1.04	<p>The Annual General Meeting must decide upon the size of each of the Committees it has appointed. Council has previously agreed that the major Committees should be large enough for all political groups to be represented.</p> <p>The table below shows the size of each Committee and whether it includes any members who are appointed by the Council rather than being elected (“co-optees”).</p>		
	Committee	Councillors	Co-Optees
	Constitution and Democratic Services	16	None
	Governance & Audit Committee	6	3
	Grievance Committee	12	None
	Grievance Appeals	12	None
	Investigation and Disciplinary	12	None
	Joint Governance Committee (Pensions) – 1 representative	The Chair	None
	Licensing	12	None
	Each Overview & Scrutiny	12	
	Pension Committee	5	4
	Planning	17	None
	Standards	3	6
1.05	<p>The size and composition of the Planning Committee is regulated by legislation. Under regulations made in 2017 the Planning Committee must be between 11 and 21 Members in size and no larger than 50% of the total Membership of the Council.</p> <p>The composition of the Governance and Audit Committee and the Standards Committee is also controlled by legislation. The governance and Audit Committee must consist of 1/3 co-optees. It will therefore consist of 6 elected Councillors and 3 co-optees (see report later on this agenda to appoint the 3rd Lay Person).</p> <p>The Standards Committee must have</p> <ol style="list-style-type: none"> 1) Up to 5 co-optees 2) 1 Town and Community representative (see later about how this person is appointed); and 3) No more than 3 County Councillors 		

1.06	It is recommended that: That the size of each Committee should be as set out in paragraph 1.04 of this report.
TERMS OF REFERENCE OF COMMITTEES	
1.07	The Annual General Meeting is required to decide the terms of reference of the Committees which it appoints. These are set out in the Constitution. They are reviewed periodically to ensure that they remain pertinent, accurate and up to date.
1.08	It is recommended that: that the terms of reference for each Committee as set out in the Constitution should be approved.
POLITICAL BALANCE	
1.09	<p>The Council is required at, or as soon as practicable after, the Annual Meeting, to decide the allocation of seats to political groups in accordance with the Political Balance Rules contained in the Local Government and Housing Act 1989 and the Local Government (Committees and Political Groups) Regulations 1990(as amended).</p> <p>Members are advised that these rules do not apply to the Cabinet nor to the Standards Committee.</p>
1.10	<p>The basis of the statutory requirement is that Committee seats are allocated to a political group (as far as is practicable) in the same proportion as that group has to the total membership of the County Council.</p> <p>So a group with 50% of the Councillors should have 50% of the overall number of seats and 50% of the seats on each Committee (provided that doesn't give it too many seats overall).</p> <p>The allocation of seats on Committees to the political groups must be in accordance with the rules below which are listed below in order of importance :-</p> <ul style="list-style-type: none"> (i) No Committee may consist of only one group; (ii) Where there is a majority group it is entitled to a majority upon every Committee. (This does not apply where the largest group does not have an overall majority); (iii) As far as possible, each group should receive a share of the total number of seats (across all Committees) equal to its share of the number of members on the Council; (iv) As far as possible each group should receive a share of the seats on each Committee equal to its share of the number of members on Council; (v) Where some Councillors are not in a political group then the Council must ensure that a proportion of seats are allocated to those Councillors.

	<p>The spreadsheet at Appendix 1 (to follow) shows the size of each group, its percentage of the total number of Councillors and a suggested allocation of seats on Committees. Other lawful allocations may be possible provided no group ends up with too many seats on each Committee or too many seats overall.</p>
1.11	<p>In order to achieve political balance, it has been necessary to separate out the 'employment' Committees which are the Grievance, Grievance Appeals and Investigation & Disciplinary Committees. Otherwise, the smaller groups would be disadvantaged by having to use part of their seat allocation on Committees which seldom, if ever, meet. This separation requires a specific agreement from all Members of Council. If one Member objects to it, then it cannot be implemented.</p>
1.12	<p>The Size and Composition of Local Planning Authority Committees (Wales) Regulations 2017 also require that a Planning Committee:</p> <ul style="list-style-type: none"> • Should not include any substitutes; and • May only include one Member from a multiple Member ward. <p>In making nominations to the Planning Committee, the groups will need to follow these rules:</p> <ol style="list-style-type: none"> 1) Only 1 Councillor from a multi-member ward may serve on the Planning Committee 2) If a multiple Member ward is represented by Councillors who are not in the same group (and both wish to be on the Planning Committee), then there will need to be a means of deciding which Councillor can take up the place. 3) In the first instance the two respective Group Leaders should seek to reach agreement about who will represent the ward; 4) If that is not possible then the first nomination received by the proper officer will be accepted.
1.13	<p>For the Governance & Audit and the Constitution & Democratic Services Committees, the Local Government (Wales) Measure limits the number of Cabinet Members on each Committee to a maximum of one, this cannot be the Leader. The Constitution has extended this so that no Cabinet Member may be a Member of the Governance & Audit Committee. The Constitution also requires that Governance & Audit Committee members are appointed for the whole of the Council term, if possible, in order to build up expertise.</p>
1.14	<p>Section 11 of the Constitution requires that the Investigation & Disciplinary Committee should include at least one Cabinet Member but that Cabinet members should make up no more than 50% of that Committee. So, it is proposed that in selecting who will serve on this Committee, the Leader should appoint only one Cabinet Member.</p>
1.15	<p>There are a total of 117 seats for Councillors across all of the Council Committees based on the current group Membership. The entitlement of each group to seats is set out in the table below:</p>

	Group	Group size	% of total Councillors	Entitlement to seats
	Conservative	2		
	Independents	30		
	Labour	31		
	Liberal Democrats	4		
	Total	67	100%	117
1.16	<p>It is recommended that:</p> <p>a) That seats be allocated in accordance with political balance as set out in Appendix 1 and the rules on membership of the Committees as set out in paragraphs 1.09 – 1.14; and</p> <p>b) that of the seats on the Grievance, Grievance Appeals and Investigation and Disciplinary Committees be allocated to give a broad political spread of membership.</p>			
APPOINTMENT OF CHAIRS OF STANDING COMMITTEES				
1.17	The Committee Chairs are appointed by different bodies and some are subject to restrictions. A table showing which body appoints which Chair and what restrictions (if any) apply is set out below.			

Committee	Who appoints the Chair?	Any restrictions?
Clwyd Pension Fund	Council	The chair and vice-chair must be Flintshire county Councillors
Constitution & Democratic Services	Council	Cannot be a member of a group represented on the Cabinet - Local Government (Wales) Measure 2011
Governance & Audit	The Committee appoints its own	Cannot be a member of a group represented on the Cabinet - Local Government (Wales) Measure 2011
Grievance	The Committee appoints its own	None
Committee	Who appoints the Chair?	Any restrictions?
Grievance Appeals	The Committee appoints its own	None
Investigation & Disciplinary	The Committee appoints its own	None
Overview & Scrutiny Committees (5)	Council decides which group nominates the chair of each	Council must allocate chairs based on the size of each group - Local

		Government (Wales) Measure 2011
Licensing	Council	None
Planning	Council	None
Recovery	Council	None
Standards	The Committee appoints its own	Must be a co-opted member - Standards Committees (Wales) Regulations 2001
1.18	<p>It is recommended that: Council appoints the Chair of the following Committees (noting any restrictions on eligibility):</p> <ul style="list-style-type: none"> • Clwyd Pension Fund • Constitution and Democratic Services • Licensing • Planning 	
1.19	<p>It is recommended that: the Grievance Committee, the Grievance Appeals Committee and Investigation & Disciplinary Committee should each appoint their own Chairs from amongst their respective memberships.</p>	
1.20	<p>Under the Local Government Measure 2011 the Chairs of Overview and Scrutiny are chosen by the political groups based on the strength of the various groups and which have seats on the Cabinet. Chairs are allocated to groups with a place on Cabinet first and any entitlement is rounded down. The remaining Chairs are then allocated to groups without a seat on Cabinet (rounding up to the nearest whole number).</p>	
1.21	<p>Full Council appoints the Leader at the Annual General Meeting and the Leader will then announce the Cabinet. When the membership of the Cabinet is known, it will be possible to formally allocate the correct number of Chair(s) to each group. The allocations of Chairs is set out in Appendix 2, immediately below the political balance calculations.</p>	
1.22	<p>It is recommended that: Council decides which group will Chair each Overview and Scrutiny Committee.</p>	
APPROVAL OF THE CONSTITUTION		
1.23	<p>The Constitution sets out how the Council functions and contains within it:</p> <ul style="list-style-type: none"> • rules and procedures for managing meetings and council business; • delegations to the Cabinet (including the choice of what is to be and what is not to be an executive function); • delegations to Committees and advisory groups in line with their terms of reference • delegations to officers • codes and protocols to support high standards of ethical behaviour and governance. 	

1.24	The codes and protocols in the Constitution are kept under rolling review to ensure that they remain up to date and pertinent. Every code/protocol will be reviewed at least once over the term of this Council as part of that review. Changes are also made as and when required if a scheduled review has already taken place or is not due for some time. The Standards Committee will agree the programme for reviewing the Constitution at its meeting in June.
1.25	The Council has adopted an interim policy on how to participate in meetings, e.g. whether they are in person or remote. Now that the new Council is in place it will be possible to review that protocol noting that the Local Government and Elections (Wales) Act 2021 requires that Members and others be given the right to attend remotely should they wish. Most of the Council's meeting rooms are not presently equipped with the technology to enable this to happen.
1.26	It is recommended that: the rules, procedures, delegations and codes/protocols within the Constitution be approved.
NOMINATIONS TO INTERNAL BODIES	
1.27	The existing Scheme of Delegation provides for an Appointments Committee for first and second tier officers comprising seven Members. This is not a standing Committee and is convened when required by seeking nominations from Group Leaders. In the past it has been usual for Committee Members to be drawn from all groups, albeit not formally politically balanced, including the relevant Cabinet Member.
1.28	It is recommended that: The make-up of the Appointments Committee be approved.
STANDARDS COMMITTEE	
1.29	The Standards Committee includes five independent Members, a Town and Community Council representative and three Councillors (who cannot also be the Leader or Cabinet Members). The three County Councillors must be appointed for the life of this Council (i.e. 5 years) and can serve a maximum of 2 terms. The Committee on Standards in Public Life recommended that "Where group leaders can appoint Councillors to the standards Committee, they should demonstrate leadership by appointing members who have the experience and commitment to fulfil that role effectively."
1.30	It is recommended that: Council appoints 3 Councillors to serve on the Standards Committee.
APPOINTMENTS TO OUTSIDE BODIES	
1.31	The Council can nominate Councillors to serve on different bodies such as the fire authority, police and crime panel plus local charities and

	<p>organisations (collectively called “outside bodies”). Some outside bodies are regional, some cover the whole of the county and some are purely local. The full list of outside bodies is attached at Appendix 3.</p> <p>Appointments are made for the whole council term. It can be a long process filling each vacancy and so delegated authority is given to the Chief Executive, in consultation with Group Leaders, to make those nominations as required.</p>
1.32	<p>It is recommended that: Council delegates authority to the Chief Executive, in consultation with Group Leaders, to make appointments to outside bodies for this council term. Including authority to change any appointment (in consultation with group leaders) during the Council term as required.</p>

2.00	RESOURCE IMPLICATIONS
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2.01	None as a result of this report.
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3.00	RISK MANAGEMENT
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3.01	None as a result of this report.
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4.00	CONSULTATIONS REQUIRED/CARRIED OUT
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4.01	Group Leaders.
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5.00	APPENDICES
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5.01	Appendix 1 - 2022 Political Balance calculation
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6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
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6.01	None
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7.00	CONTACT OFFICER DETAILS
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7.01	<p>Contact Officer: Gareth Owens, Chief Officer (Governance) Telephone: 01352 702344 E-mail: gareth.legal@flintshire.gov.uk</p>
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8.00	GLOSSARY OF TERMS
8.01	Proper Officer – the Council employee who is nominated to perform a specific statutory task, for example receipt of nominations to serve on the Planning Committee.

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 9



FLINTSHIRE COUNTY COUNCIL

Date of Meeting	Tuesday 24 th May 2022
Report Subject	Flintshire County Council Elections 5 th May 2022
Report Author	Chief Executive as the Returning Officer

EXECUTIVE SUMMARY

This report

(1) confirms that the local elections were conducted in accordance with elections law, guidance and common practice, and to the performance standards set for Returning Officers and

(2) provides the election results and sets out the political composition of the Council for the new term.

RECOMMENDATIONS

1	That the County Council considers the report and provides any observations and feedback which may be considered in management and running of future elections.
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REPORT DETAILS

1.00	ELECTIONS MANAGEMENT
1.01	This report provides information on the conduct and results of the local elections held on 5 th May 2022. The planning and management of the elections is a major undertaking for the Elections Team within the Council. Election management is highly procedural, involves a large volume of work in a short and pressurised timescale, and has to be done with precision and accuracy.
1.02	The May 2022 combined County Council and Town and Community Councils elections were managed effectively and to a high standard. The elections were conducted in accordance with elections law, guidance and common

	practice. The performance standards set for Returning Officers continue to be met in full by Flintshire. Our performance is accredited by the Electoral Commission.
1.03	The Returning Officer and Elections Team have evaluated performance and learning from these elections both for sharing with the Electoral Commission for their national evaluative report and for future elections planning.
1.04	The full results for the County Council elections are listed in Appendix 1. The full set of results for the Town and Community Elections are also listed on the Council's website .

2.00	RETURNING OFFICER'S COMMENTS
2.01	I would like to express my appreciation for the dedication and professionalism of the Elections and Count Management teams and for the co-operation of all involved in the elections process, including the many local organisations who made their premises available as polling stations and Coleg Cambria for the availability of the Count Centre. Also, for the cooperation of most candidates, agents, political parties and campaign activists for following the advice and guidance given throughout the pre-election period.
2.02	The Elections Team and I have evaluated performance and learning from the elections both for sharing with the Electoral Commission for their national evaluative report, and for future elections planning. Flintshire continues to be held in high regard for its elections management conduct practice and delivery.

3.00	ELECTION RESULTS
3.01	The details of the votes cast for each candidate and the outcome of the election for each electoral ward are set out in Appendix 1 of the report. The overall turnout for the election was 36% of the electorate. 21,124 postal votes were issued and 14,668 returned.

4.00	POLITICAL COMPOSITION								
4.01	<p>The political composition of the Council, according to the affiliations of the elected candidates as disclosed on their nomination papers for the election is as follows:</p> <table border="1" data-bbox="416 1906 1281 2107"> <tr> <td>Conservative</td> <td>2</td> </tr> <tr> <td>Green</td> <td>0</td> </tr> <tr> <td>Independent</td> <td>30</td> </tr> <tr> <td>Labour</td> <td>31</td> </tr> </table>	Conservative	2	Green	0	Independent	30	Labour	31
Conservative	2								
Green	0								
Independent	30								
Labour	31								

	Liberal Democrat	4
	Plaid Cymru	0
	Other	0

5.00	RESOURCE IMPLICATIONS
5.01	The local elections budget has been built up through a combination of previous Council elections funds and contributions from previous nationally funded elections which we are entitled to retain. Town and Community Councils are yet to be recharged for their financial contribution to the management of the election so there will be some replenishment of the reserve. This is a prudent way of funding the local elections at minimum cost exposure to the Council.

6.00	CONSULTATIONS REQUIRED / CARRIED OUT
6.01	None.

7.00	RISK MANAGEMENT
7.01	The Returning Officer and Elections Team maintain a Project Plan and Risk Register throughout the planning and implementation stages of the elections. This is reviewed at regular intervals. All risks were managed effectively.

8.00	APPENDICES
8.01	Appendix 1: Flintshire County Council Elections Results.

9.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
9.01	None. Contact Officer: Neal Cockerton, Chief Executive Telephone: 01352 702101 E-mail: chief.executive@flintshire.gov.uk

10.00	GLOSSARY OF TERMS
10.01	Returning Officer: Officer appointed to ensure the efficient and effective conduct of elections.

Mae'r dudalen hon yn wag yn bwrpasol

Appendix 1

Election results

Argoed and New Brighton				
Name	Political Party	Votes	% Votes	Elected
Hilary June McGuill	Welsh Liberal Democrats	845	26	E
Mared Eastwood	Welsh Liberal Democrats	843	26	E
Graham John Sherwood	Welsh Labour	577	18	
Jack William Morris	Plaid Cymru – The Party of Wales	344	11	
Chesleigh Kearney	Independent	341	11	
Paul Andrew Jewell	Green Party	242	8	
Bagillt				
Name	Political Party	Votes	% Votes	Elected
Rob Davies	Independent	653	54	E
Kevin Rush	Labour	491	39	E
David Bins	Green Party	104	8	
Broughton North East				
Name	Political Party	Votes	% Votes	Elected
Billy Mullin	Labour	292	64	E
Barrie Gregory	Independent	101	22	
Raphaëlle Soffe	Welsh Conservative	66	14	
Broughton South				
Name	Political Party	Votes	% Votes	Elected
Chrissy Gee	Independent	566	29	E
Ryan James McKeown	Welsh Labour	514	27	E
Mike Lowe	Welsh Labour	401	21	
Penny Brett-Roberts	Independent	239	12	
Duncan Clubbe	Welsh Conservative	201	10	
Brynford and Halkyn				
Name	Political Party	Votes	% Votes	Elected
Simon Jones	Welsh Labour	659	33	E
Jean Davies	Welsh Conservative	500	25	E
Colin Legg		499	25	
Ray Faulder-Jones	Welsh Conservative	316	16	
Buckley Bistre East				
Name	Political Party	Votes	% Votes	Elected
Richard Brent Jones	Independent	815	38	E
Arnold Woolley	Independent	627	30	E
Adie Drury	Welsh Labour	376	18	
Vivienne Blondek	Welsh Labour	305	14	

Buckley Bistre West				
Name	Political Party	Votes	% Votes	Elected
Carolyn Mary Preece	Welsh Labour	526	34	E
Dan Rose	Welsh Labour	507	33	E
David John Ellis		492	32	
Buckley Mountain				
Name	Political Party	Votes	% Votes	Elected
Carol Ann Ellis	Independent	505	71	E
Kenneth Harry Preece	Welsh Labour	203	29	
Buckley Pentrobin				
Name	Political Party	Votes	% Votes	Elected
Dennis Hutchinson	Independent	956	34	E
Mike Peers	Independent	930	33	E
Emma Louise Preece	Welsh Labour	475	17	
Dan Preece	Welsh Labour	446	16	
Caergwrle				
Name	Political Party	Votes	% Votes	Elected
David Healey	Welsh Labour	275	77	E
Suzanne Foy	Independent	83	23	
Caerwys				
Name	Political Party	Votes	% Votes	Elected
Steve Copple	Independent	(U)		E
Cilcain				
Name	Political Party	Votes	% Votes	Elected
Andrew John Parkhurst	Welsh Liberal Democrat	534	61	E
Owen Thomas	Independent	226	26	
Aled Hanson	Welsh Labour	111	13	
Connah's Quay Central				
Name	Political Party	Votes	% Votes	Elected
Bernie Attridge	Independent	780	37	E
Debbie Owen	Independent	626	30	E
Ryan O'Gorman	Welsh Labour	403	19	
Tracey Sutton Postlethwaite	Welsh Labour	308	15	
Connah's Quay Golftyn				
Name	Political Party	Votes	% Votes	Elected
Andy Hughes	Independent	695	34	E
Franko Richardson	Independent	607	29	E
Paul Shotton	Welsh Labour	371	18	
Beverley Futia	Welsh Labour	333	16	
Dave Vernon	Reform UK	52	3	

Connah's Quay South				
Name	Political Party	Votes	% Votes	Elected
Bill Crease	Independent	524	28	E
Antony Wren	Independent	453	24	E
Ian Dunbar	Welsh Labour	450	24	
Ian Smith	Welsh Labour	346	18	
Steven David Tattum	Welsh Liberal Democrats	115	6	
Connah's Quay Wepre				
Name	Political Party	Votes	% Votes	Elected
Roz Mansell	Independent	250	46	E
Martin White	Welsh Labour	233	43	
Marie Goble	Welsh Liberal Democrats	35	6	
Katie O'Connor	Wales Green Party	22	4	
Flint Castle				
Name	Political Party	Votes	% Votes	Elected
Ian Brian Roberts	Welsh Labour	314	69	E
Steve (F) Jones	Independent	121	26	
Kathryn Price	Green Party	22	5	
Flint Coleshill and Trelawny				
Name	Political Party	Votes	% Votes	Elected
Paul Cunningham	Welsh Labour	1062	22	E
Vicky Perfect	Welsh Labour	1042	22	E
Michelle Perfect	Welsh Labour	950	20	E
Karl Jones	Independent	631	13	
Carol Ann Griffiths	Independent	560	12	
Nefyn Roberts	Welsh Conservative	477	10	
Flint Oakenholt				
Name	Political Party	Votes	% Votes	Elected
Mel Buckley	Welsh Labour	337	56	E
Rita Johnson	Independent	268	44	
Greenfield				
Name	Political Party	Votes	% Votes	Elected
Rosetta Dolphin	Independent	418	62	E
Matt Sprake	Welsh Conservative	135	20	
Mike Jones	Welsh Labour	122	18	
Gwernaffield and Gwernymynydd				
Name	Political Party	Votes	% Votes	Elected
David Coggins Cogan	Welsh Liberal Democrats	589	23	E
Adele Davies-Cooke	Welsh Conservative	490	19	E
Huw Claydon	Welsh Labour	439	17	
Kathy Cracknell	Welsh Conservative	299	12	
Klara Lethbridge	Welsh Liberal Democrats	298	12	

Saffron Hulson	Independent	248	10	
Christopher Harris	Green Party	183	7	
Hawarden: Aston				
Name	Political Party	Votes	% Votes	Elected
Gillian Louise Brockley	Welsh Labour	784	37	E
Helen Brown	Independent	767	36	E
George Hardcastle	Independent	559	26	
Hawarden: Ewloe				
Dave Mackie	Independent	859	34	E
Linda Thomas	Welsh Labour	527	21	E
Lesley Evans	Welsh Conservatives	475	19	
Janet Anne Axworthy	Independent	448	18	
Christopher Goble	Welsh Liberal Democrats	246	10	
Hawarden: Mancot				
Sam Swash	Welsh Labour	881	37	E
Ant Turton	Independent	855	36	E
Ralph Small	Independent	479	20	
George Chawner	Independent	168	7	
Higher Kinnerton				
Name	Political Party	Votes	% Votes	Elected
Mike Allport	Independent	(U)		E
Holywell Central				
Name	Political Party	Votes	% Votes	Elected
Ted Palmer	Labour	224	50	E
Daniel Thomas	Independent	223	50	
Holywell East				
Name	Political Party	Votes	% Votes	Elected
Ian Hodge	Independent	252	45	E
Joe Johnson	Welsh Labour	198	35	
Emma Ward	Welsh Conservatives	59	11	
Theresa Murray	Welsh Liberal Democrats	49	9	
Holywell West				
Name	Political Party	Votes	% Votes	Elected
Paul Anthony Johnson	Welsh Labour	324	56	E
Lynda Ann Carter	Independent	258	44	
Hope				
Name	Political Party	Votes	% Votes	Elected
Gladys Healey	Labour	496	75	E
John Dickin	Independent	164	25	
Leeswood				

Name	Political Party	Votes	% Votes	Elected
Ray Hughes	Welsh Labour	425	61	E
Joseph Caruana	Independent	174	25	
Shaun Owen	Independent	102	15	
Llanasa and Trelawnyd				
Glyn Banks	Independent	698	26	E
Gina Maddison	Welsh Labour	589	22	E
Tom Beal	Independent	531	20	
Timothy Roberts	Welsh Conservatives	527	20	
Rachel Bolger	Green Party	292	11	
Llanfynydd				
Name	Political Party	Votes	% Votes	Elected
Dave Hughes	Welsh Labour	450	66	E
Tim Holt	Independent	237	34	
Mold Broncoed				
Name	Political Party	Votes	% Votes	Elected
Teresa Carberry	Welsh Labour	345	40	E
Haydn Bateman	Independent	308	35	
Gareth Williams	Independent	143	16	
Tim Maunder	Welsh Conservatives	73	8	
Mold East				
Name	Political Party	Votes	% Votes	Elected
Chris Bithell	Welsh Labour	544	72	E
Paul Beacher	Independent	212	28	
Mold South				
Name	Political Party	Votes	% Votes	Elected
Geoff Collett	Welsh Labour	447	40	E
Haydn Wynne Jones	Independent	385	35	
Bob Gaffey	Plaid Cymru	124	11	
Edward David Goble	Welsh Liberal Democrats	108	10	
David Blainey	Green Party	41	4	
Mold West				
Name	Political Party	Votes	% Votes	Elected
Tina Claydon	Welsh Labour	276	45	E
Brian Lloyd	Independent	207	34	
Joanne Edwards	Welsh Liberal Democrats	76	12	
Geoffrey Matthias	Independent	56	9	
Mostyn				
Name	Political Party	Votes	% Votes	Elected
Pam Banks	Independent	268	49	E
Patrick Heesom	Independent	125	23	
Heather Prydderch	Welsh Liberal Democrats	53	10	

Les Waymont	Welsh Conservatives	52	10	
Lee Lavery	Green Party	46	8	
Northop				
Name	Political Party	Votes	% Votes	Elected
Marion Bateman	Independent	779	24	E
Linda Thew	Independent	736	22	E
Ben Goldsborough	Welsh Labour	617	19	
Paul Ashley	Independent	417	13	
Tony Sharps	Independent	395	12	
Uzma Sikander	Welsh Liberal Democrats	330	10	
Penyffordd				
Name	Political Party	Votes	% Votes	Elected
Roy Wakelam	Independent	785	31	E
Alasdair Ibbotson	Welsh Labour	764	30	E
David Williams		626	25	
David Walker	Welsh Labour	362	14	
Queensferry and Sealand				
Name	Political Party	Votes	% Votes	Elected
Christine Jones	Welsh Labour	518	26	E
Dale Selvester	Independent	466	24	E
Lesley Povey	Independent	396	20	
David Wisinger	Welsh Labour	396	20	
Roger Cracknell	Welsh Conservatives	135	7	
Lionel Prouve	Welsh Liberal Democrats	58	3	
Saltney Ferry				
Name	Political Party	Votes	% Votes	Elected
Richard Lloyd	Welsh Labour	590	33	E
Jason Shallcross	Independent	407	23	E
Shelley Streeter	Welsh Labour	359	20	
Veronica Gay		319	18	
Kinza Sutton	Welsh Conservatives	106	6	
Shotton East & Shotton Higher				
Name	Political Party	Votes	% Votes	Elected
David Evans	Welsh Labour	413	29	E
Ron Davies	Welsh Labour	396	27	E
Mike Evans	Independent	359	25	
Kelly Evans-Brown	Independent	275	19	
Shotton West				
Name	Political Party	Votes	% Votes	Elected
Sean Bibby	Welsh Labour	496	77	E
Steve Biffo Griffiths	Independent	152	23	
Treuddyn				

Name	Political Party	Votes	% Votes	Elected
Allan Marshall	Independent	277	51	E
Eva Bech	Welsh Labour	247	46	
Jonny Sheppard	Independent	18	3	
Whitford				
Name	Political Party	Votes	% Votes	Elected
Chris Dolphin	Independent	635	78	E
Helen Papworth	Welsh Labour	176	22	

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 10



FLINTSHIRE COUNTY COUNCIL

Date of Meeting	Tuesday, 24 th May 2022
Report Subject	Schedule of Meetings 2022/23
Report Author	Chief Officer (Governance)

EXECUTIVE SUMMARY

This report contains the proposed schedule of meetings for 2022/23.

It also explains how the schedule was prepared and details the consultation process which was undertaken with Members.

RECOMMENDATIONS

1	That the attached draft schedule of Meetings for 2022/23 be approved.
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REPORT DETAILS

1.00	EXPLAINING THE SCHEDULE OF MEETINGS FOR 2019/20
1.01	The Schedule of Meetings is produced on an annual basis and presented for approval to Members at the Annual Meeting.
1.02	Each year the Schedule of Meetings is designed based on regular meeting cycles, regular meeting days where possible and with wide consultation to ensure that reporting commitments and/or meetings do not clash.
1.03	It is the aim to avoid meetings being held in school holidays wherever possible. However, given the cycle of individual Committee meetings and when statutory reports are required to be approved by, this is not always possible.
1.04	At the start of each Council term we consult Councillors on their preference for when meetings take place. We propose to undertake that consultation in

	the Autumn, when we will also seek views on the format for meetings (face to face, remote etc.).
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2.00	RESOURCE IMPLICATIONS
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2.01	None.
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3.00	CONSULTATIONS REQUIRED / CARRIED OUT
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3.01	Officers from each portfolio across the authority.
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3.02	Chief Officer Team.
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3.03	Group Leaders, Chairs and Vice Chairs of Committees.
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4.00	RISK MANAGEMENT
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4.01	None.
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5.00	APPENDICES
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5.01	Draft Schedule of Meetings for 2022/23.
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6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
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6.01	None. Contact: Steven Goodrum – Democratic Services Manager Telephone: 01352 702301 Email: steven.goodrum@flintshire.gov.uk
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7.00	GLOSSARY OF TERMS
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	None.
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SCHEDULE OF MEETINGS 2022/23

DAY / DATE	10.00AM	2.00PM
Monday 29 August 2022	Bank Holiday	
Tuesday 30 August 2022		
Wednesday 31 August 2022	Clwyd Pension Fund Committee (9.30am)	Planning (1pm)
Thursday 1 September 2022		
Friday 2 September 2022		
Monday 5 September 2022		Standards (6pm)
Tuesday 6 September 2022	Informal Cabinet	
Wednesday 7 September 2022		
Thursday 8 September 2022		Social & Health Care OSC
Friday 9 September 2022		
Monday 12 September 2022		
Tuesday 13 September 2022	Environment & Economy OSC	
Wednesday 14 September 2022	Community, Housing & Assets OSC	
Thursday 15 September 2022	Corporate Resources OSC	Education, Youth & Culture OSC
Friday 16 September 2022	Planning Strategy Group	
Monday 19 September 2022		
Tuesday 20 September 2022	Cabinet	
Wednesday 21 September 2022		
Thursday 22 September 2022	School Budget Forum (9.30am)	Children's Services Forum (4.30pm)
Friday 23 September 2022		
Monday 26 September 2022		
Tuesday 27 September 2022		FCC
Wednesday 28 September 2022	Governance and Audit Committee	Planning (1pm)

Thursday 29 September 2022		Constitution and Democratic Services
Friday 30 September 2022		
Monday 3 October 2022		Standards (Provisional 6pm)
Tuesday 4 October 2022	Informal Cabinet	
Wednesday 5 October 2022	Licensing Committee	
Thursday 6 October 2022		SACRE (4pm)
Friday 7 October 2022		
Monday 10 October 2022		
Tuesday 11 October 2022	Environment & Economy OSC	
Wednesday 12 October 2022	Community, Housing & Assets OSC	
Thursday 13 October 2022	Corporate Resources OSC	
Friday 14 October 2022		
Monday 17 October 2022		
Tuesday 18 October 2022	Cabinet	FCC (Annual Performance Report)
Wednesday 19 October 2022		
Thursday 20 October 2022		Education, Youth & Culture OSC
Friday 21 October 2022		
Monday 24 October 2022		
Tuesday 25 October 2022		
Wednesday 26 October 2022		Planning (1pm)
Thursday 27 October 2022		Social & Health Care OSC
Friday 28 October 2022		
Monday 31 October 2022	SCHOOL HOLIDAYS	
Tuesday 1 November 2022	SCHOOL HOLIDAYS	

Wednesday 2 November 2022	SCHOOL HOLIDAYS	
Thursday 3 November 2022	SCHOOL HOLIDAYS	
Friday 4 November 2022	SCHOOL HOLIDAYS	
Monday 7 November 2022		Standards
Tuesday 8 November 2022	Informal Cabinet	
Wednesday 9 November 2022		Constitution & Democratic Services
Thursday 10 November 2022		Education Consultative Committee
Friday 11 November 2022	Planning Strategy Group	
Monday 14 November 2022		
Tuesday 15 November 2022	Environment & Economy OSC	
Wednesday 16 November 2022		Community, Housing & Assets OSC
Thursday 17 November 2022	Corporate Resources OSC	Children's Services Forum (4.30pm)
Friday 18 November 2022		
Monday 21 November 2022		
Tuesday 22 November 2022	Cabinet	
Wednesday 23 November 2022	Clwyd Pension Fund Committee (9.30am)	Planning (1pm)
Thursday 24 November 2022		SACRE (4pm)
Friday 25 November 2022		
Monday 28 November 2022		
Tuesday 29 November 2022		
Wednesday 30 November 2022	Governance and Audit Committee	
Thursday 1 December 2022		Education, Youth & Culture OSC
Friday 2 December 2022		
Monday 5 December 2022		Standards (Provisional 6pm)

Tuesday 6 December 2022	Informal Cabinet	
Wednesday 7 December 2022		
Thursday 8 December 2022		Social & Health Care OSC
Friday 9 December 2022		
Monday 12 December 2022		
Tuesday 13 December 2022	Environment & Economy OSC	FCC
Wednesday 14 December 2022	Community, Housing & Assets OSC	Planning (1pm)
Thursday 15 December 2022	Corporate Resources OSC	
Friday 16 December 2022		
Monday 19 December 2022		
Tuesday 20 December 2022	Cabinet	
Wednesday 21 December 2022		
Thursday 22 December 2022		
Friday 23 December 2022		
Monday 26 December 2022	SCHOOL HOLIDAYS Bank Holiday	
Tuesday 27 December 2022	SCHOOL HOLIDAYS Bank Holiday	
Wednesday 28 December 2022	SCHOOL HOLIDAYS	
Thursday 29 December 2022	SCHOOL HOLIDAYS	
Friday 31 December 2022	SCHOOL HOLIDAYS	
Monday 2 January 2023	SCHOOL HOLIDAYS Bank Holiday	
Tuesday 3 January 2023	SCHOOL HOLIDAYS	
Wednesday 4 January 2023	SCHOOL HOLIDAYS Informal Cabinet	
Thursday 5 January 2023	SCHOOL HOLIDAYS	
Friday 6 January 2023	SCHOOL HOLIDAYS	

Monday 9 January 2023		Standards (6pm)
Tuesday 10 January 2023	Environment & Economy OSC	
Wednesday 11 January 2023	Community, Housing & Assets OSC	Planning (1pm)
Thursday 12 January 2023	Corporate Resources OSC	
Friday 13 January 2023		
Monday 16 January 2023		
Tuesday 17 January 2023	Cabinet	
Wednesday 18 January 2023		Children's Services Forum (4.30pm)
Thursday 19 January 2023	School Budget Forum (9.30am)	Social & Health Care OSC
Friday 20 January 2023		
Monday 23 January 2023		
Tuesday 24 January 2023		FCC
Wednesday 25 January 2023	Governance and Audit Committee	Constitution & Democratic Services
Thursday 26 January 2023		Planning Strategy Group
Friday 27 January 2023		
Monday 30 January 2023		
Tuesday 31 January 2023	Informal Cabinet	
Wednesday 1 February 2023		Planning (1pm)
Thursday 2 February 2023		Education, Youth & Culture OSC
Friday 3 February 2023		
Monday 6 February 2023		Standards (Provisional 6pm)
Tuesday 7 February 2023	Environment & Economy OSC	
Wednesday 8 February 2023	Community, Housing & Assets OSC	SACRE (4pm)
Thursday 9 February 2023	Corporate Resources OSC	

Friday 10 February 2023		
Monday 13 February 2023		
Tuesday 14 February 2023	Cabinet	FCC (Budget & Council Tax Setting)
Wednesday 15 February 2023	Clwyd Pension Fund Committee (9.30am)	Education Consultative Committee
Thursday 16 February 2023		
Friday 17 February 2023		
Monday 20 February 2023	SCHOOL HOLIDAYS	
Tuesday 21 February 2023	SCHOOL HOLIDAYS	
Wednesday 22 February 2023	SCHOOL HOLIDAYS	
Thursday 23 February 2023	SCHOOL HOLIDAYS	RESERVED (FCC)
Friday 24 February 2023	SCHOOL HOLIDAYS	
Monday 27 February 2023		
Tuesday 28 February 2023	Informal Cabinet	
Wednesday 1 March 2023	Licensing Committee	Planning (1pm)
Thursday 2 March 2023		Social & Health Care OSC
Friday 3 March 2023		
Monday 6 March 2023		Standards (6pm)
Tuesday 7 March 2023	Environment & Economy OSC	
Wednesday 8 March 2023	Community, Housing & Assets OSC	Children's Services Forum (4.30pm)
Thursday 9 March 2023	Corporate Resources OSC	
Friday 10 March 2023		
Monday 13 March 2023		
Tuesday 14 March 2023	Cabinet	

Wednesday 15 March 2023		Constitution & Democratic Services
Thursday 16 March 2023		Planning Strategy Group
Friday 17 March 2023		
Monday 20 March 2023		
Tuesday 21 March 2023		
Wednesday 22 March 2023	Governance and Audit Committee	
Thursday 23 March 2023	School Budget Forum (9.30am)	Education, Youth & Culture OSC
Friday 24 March 2023		
Monday 27 March 2023		
Tuesday 28 March 2023		
Wednesday 29 March 2023	Clwyd Pension Fund Committee (9.30am – 4.30pm)	Planning (1pm)
Thursday 30 March 2023		FCC (Reserved)
Friday 31 March 2023		
Monday 3 April 2023	SCHOOL HOLIDAYS	
Tuesday 4 April 2023	SCHOOL HOLIDAYS	
Wednesday 5 April 2023	SCHOOL HOLIDAYS	
Thursday 6 April 2023	SCHOOL HOLIDAYS	
Friday 7 April 2023	SCHOOL HOLIDAYS Bank holiday	
Monday 10 April 2023	SCHOOL HOLIDAYS Bank holiday	
Tuesday 11 April 2023	SCHOOL HOLIDAYS Informal Cabinet	
Wednesday 12 April 2023	SCHOOL HOLIDAYS	
Thursday 13 April 2023	SCHOOL HOLIDAYS	
Friday 14 April 2023	SCHOOL HOLIDAYS	
Monday 17 April 2023		Standards (Provisional 6pm)

Tuesday 18 April 2023	Environment & Economy OSC	
Wednesday 19 April 2023	Community, Housing & Assets OSC	
Thursday 20 April 2023	Corporate Resources OSC	Social & Health Care OSC
Friday 21 April 2023		
Monday 24 April 2023		
Tuesday 25 April 2023	Cabinet	
Wednesday 26 April 2023		Planning (1pm)
Thursday 27 April 2023		
Friday 28 April 2023		
Monday 1 May 2023	Bank Holiday	
Tuesday 2 May 2023		
Wednesday 3 May 2023		
Thursday 4 May 2023	FCC (AGM – 11am)	
Friday 5 May 2023		
Monday 8 May 2023		Standards (6pm)
Tuesday 9 May 2023	Informal Cabinet	
Wednesday 10 May 2023		
Thursday 11 May 2023		Education, Youth & Culture OSC
Friday 12 May 2023		
Monday 15 May 2023		
Tuesday 16 May 2023	Environment & Economy OSC	
Wednesday 17 May 2023	Community, Housing & Assets OSC	
Thursday 18 May 2023	Corporate Resources OSC	
Friday 19 May 2023		

Monday 22 May 2023		
Tuesday 23 May 2023	Cabinet	
Wednesday 24 May 2023		Planning (1pm)
Thursday 25 May 2023		
Friday 26 May 2023		
Monday 29 May 2023	SCHOOL HOLIDAYS Bank Holiday	
Tuesday 30 May 2023	SCHOOL HOLIDAYS	
Wednesday 31 May 2023	SCHOOL HOLIDAYS	
Thursday 1 June 2023	SCHOOL HOLIDAYS	
Friday 2 June 2023	SCHOOL HOLIDAYS	
Monday 5 June 2023		Standards (Provisional 6pm)
Tuesday 6 June 2023	Informal Cabinet	
Wednesday 7 June 2023		SACRE (4pm)
Thursday 8 June 2023		Social & Health Care OSC
Friday 9 June 2023		
Monday 12 June 2023		
Tuesday 13 June 2023	Environment & Economy OSC	Constitution & Democratic Services
Wednesday 14 June 2023	Governance and Audit Committee	Community, Housing & Assets OSC Children's Services Forum (4.30pm)
Thursday 15 June 2023	Corporate Resources OSC	
Friday 16 June 2023		
Monday 19 June 2023		
Tuesday 20 June 2023	Cabinet	FCC

Wednesday 21 June 2023	Clwyd Pension Fund Committee (9.30am)	Planning (1pm)
Thursday 22 June 2023	School Budget Forum (9.30am)	Planning Strategy Group
Friday 23 June 2023		
Monday 26 June 2023		
Tuesday 27 June 2023		
Wednesday 28 June 2023		
Thursday 29 June 2023		Joint Education, Youth & Culture OSC and Social & Health Care OSC
Friday 30 June 2023		
Monday 3 July 2023		Standards (6pm)
Tuesday 4 July 2023	Informal Cabinet	
Wednesday 5 July 2023	Licensing Committee	
Thursday 6 July 2023		
Friday 7 July 2023		
Monday 10 July 2023		
Tuesday 11 July 2023	Environment & Economy OSC	
Wednesday 12 July 2023	Community, Housing & Assets OSC	Education Consultative Committee Children's Services Forum (4.30pm)
Thursday 13 July 2023	Corporate Resources OSC	Education, Youth & Culture OSC
Friday 14 July 2023		
Monday 17 July 2023		
Tuesday 18 July 2023	Cabinet	
Wednesday 19 July 2023		Planning (1pm)

Thursday 20 July 2023	Social & Health Care OSC	
Friday 21 July 2023	SCHOOL HOLIDAYS	
Monday 24 July 2023	SCHOOL HOLIDAYS	
Tuesday 25 July 2023	SCHOOL HOLIDAYS	
Wednesday 26 July 2023	SCHOOL HOLIDAYS Governance and Audit Committee (Statement of Accounts)	
Thursday 27 July 2023		
Friday 28 July 2022 – 1 September 2023	SCHOOL HOLIDAYS	

AUGUST RECESS

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 11



Council

Date of Meeting	24 th May 2022
Report Subject	National Collaborative Arrangements for Welsh (local authority) Adoption and Fostering services
Cabinet Member	Cabinet Member Social Services
Report Author	Chief Officer (Social Services)
Type of Report	Strategic

EXECUTIVE SUMMARY

The National Adoption Service (NAS) has been in existence since 2014 and has enabled significant change and improvement in adoption services across Wales.

Through the Welsh Local Government Association (WLGA), proposals were developed to extend the governance structure of NAS to incorporate a national approach to specific fostering services through Foster Wales (FW). WLGA lawyers drafted a Joint Committee Legal Agreement to be signed by all 22 local authorities. The Agreement contained a formal Scheme of Delegation with a Joint Committee providing the mechanism for all Welsh local authorities to discharge an executive and oversight role for NAS and FW.

Every local authority in Wales was requested to confirm they would be a signatory to the Joint Committee Agreement by 31 March 2022. At a meeting of 15 March 2022 Cabinet confirmed that Flintshire County Council would become a signatory of the Agreement. Signing the Joint Committee Agreement, has put the Flintshire County Council's cooperation in these collaborative arrangements on a formal basis. The Agreement clarifies roles and responsibilities for the hosting of, and delivery of, national functions which support and enable local authority delivery of their adoption and fostering responsibilities. The Joint Committee Agreement can be found at Appendix 3.

The development of the national approach, associated delegation of governance, and local scrutiny arrangements are being reported to Constitution and Democratic Services Committee, Social and Health Care Overview & Scrutiny Committee and Full Council

Flintshire's Cabinet Member for Social Services is the nominated voting member on the Joint Committee.

RECOMMENDATIONS

1	Members note the new governance arrangements established through the Joint Committee Agreement for the National Adoption Service and Foster Wales
2	Members agree that, as part of the local governance oversight, an annual report on the National Adoption Service, and regional and local service delivery, is presented to Social Services and Health Overview Scrutiny Committee

REPORT DETAILS

1.00	EXPLAINING THE NATIONAL COLLABORATIVE ARRANGEMENTS FOR WELSH (LOCAL AUTHORITY) ADOPTION AND FOSTERING SERVICES
1.01	The National Adoption Service has been in existence since 2014 and has enabled significant change and improvement in adoption services across Wales. Its structure and governance through national, regional and local arrangements were agreed by all councils at that time. A review in 2018 led to proposals to streamline governance and improve accountability. Some of these e.g. creating a Combined Governance Board (bringing together the Advisory Group and Governance Board required by the legislation) and a new Partnership Agreement to replace the original functional model have been already implemented.
1.02	Legal advice obtained by the Welsh Local Government Association (WLGA) determined that in order for NAS to operate effectively on behalf of all 22 Welsh authorities, and for there to be a robust hosting arrangement with the host authority for the national and enabling functions (Cardiff), co-operation between Welsh local authorities needed to be put on a formal footing. The preference of the WLGA and the Association of Directors of Social Services Cymru (ADDSC) was that this should be through a Joint Committee. Work on a National Joint Committee, to give proper effect to the co-operation and oversight from all 22 local authorities, has continued and is ready for implementation.
1.03	Since 2015, the National Adoption Service Director and central team has been supporting the work of the National Fostering Framework (NFF) to create a similar national, regional and local collaborative arrangement to improve Welsh fostering services albeit not through the creation of a national fostering service. Foster Wales has now emerged from the NFF and will support a defined range of fostering functions linked to recruitment and retention of local authority foster carers. Throughout this time, the WLGA and the Association of Directors of Social Services (ADSS) as lead bodies wanted the national functions for fostering to be linked to the National Adoption Service national functions to reduce duplication and

	costs as well as to maximise resilience, flexibility and longevity across both functions.
1.04	The Joint Committee and the agreement underpinning it have been extended to include Foster Wales as has the capacity and functions for national co-ordination and enabling through a combined Central Team. The linking to the Joint Committee is critical for Foster Wales given the lack of a legislative basis for such co-operation for fostering services.
1.05	The governance structure is presented diagrammatically and with a narrative at Appendix one. The national Joint Committee will, on behalf of the 22 Welsh Local Authorities, exercise their powers for the provision of the collaborative arrangements for the National Adoption Service for Wales (NAS) and for Foster Wales (FW). It will be comprised of Council Members meeting twice yearly.
1.06	WLGA lawyers drafted a Joint Committee Legal Agreement to be signed by all 22 local authorities. The Agreement includes a formal Scheme of Delegation and provision for the formal agreement with the host local authority for national functions.
1.07	<p>The Joint Committee will provide the mechanism for all Welsh local authorities to discharge an executive and oversight role for NAS and FW. It will approve / receive:</p> <ul style="list-style-type: none"> • The Annual Report of NAS and of Foster Wales; • The annual programme of work for the NAS and for Foster Wales; • The budget for the office of the Director and national work for NAS and for FW; and • The agreement, and any changes to the agreement, for the host authority support of the office of the Director and national work for NAS and FW. <p>For the National Adoption Service only it will also oversee how the authorities work together to exercise their powers and comply with the National Assembly Directions.</p>
1.08	Enabling - National infrastructure
1.09	A functional structure is proposed which, below the Director, has separate lead functions for adoption and fostering but a combined business and enabling function supporting both. The range of functions that will be carried out is described in Appendix Two with a staffing structure of 9.5 f.t.e. staff (incl. Director.)
1.10	The core funding for the national functions of the National Adoption Service and Foster Wales is provided from a top slice of the Revenue Support Grant made available through the WLGA. This allocation, currently £473k per annum for adoption and £400k per annum for fostering, is subject to the agreement of the relevant WLGA committee periodically. Foster Wales has been awarded Welsh Government grant funding up to the end of March 2023 to fund specific purposes, this is £573 for 2021/22 reducing by a small amount for 2022/23. Although Welsh Government investment is available to adoption this is fully utilised for

	direct service delivery through the regional structure. There are resources in both the Foster Wales WLGA allocation and the Foster Wales Welsh Government grant aid that part fund posts on a regional basis to directly support local authority activities.
1.11	The total cost of the proposed national structure is £586,384 at 2021/22 salary rates. Total available core budget across NAS and Foster Wales for 2021/22 is circa £1,449,000 albeit that over half the Foster Wales funding stream is subject to WG grant conditions for specific purposes as indicated above.
1.12	The structure is affordable up to the end of the Welsh Government Grant period (31.03.23) and there is no expectation that individual councils will incur additional costs in relation to these functions during this time. However, there are pressures on staffing and operating budgets for both NAS and Foster Wales beyond that. The financial pressures have been flagged with Welsh Government, and work is commencing to consider how to resolve this beyond the current grant aid period. Resolving this will require the commitment of both Local Government and Welsh Government to ensure a sustainable, and funded, transition from the Grant.
1.13	The proposals were progressed in order to formalise and consolidate the existing position of the Central Team in respect of the work it is currently doing for the National Adoption Service and for Foster Wales. This will allow both collaborative arrangements to continue to function and meet agreed plans and commitments in the short to medium term.
1.14	Engagement of stakeholders
1.15	Local authority members have been kept informed throughout via the WLGA, most recently, during September 2021 via the Cabinet Members (Social Care and Health) Network and the WLGA Council.
1.16	The National Adoption Service Governance Board, the Foster Wales Lead Heads of Children's Services and Social Services Directors via ADSSC have agreed these proposals in principle.
1.17	The proposal were informed by and developed with the full engagement of these key stakeholder groups.
1.18	Individual local authorities remain legally responsible and accountable for the provision and adoption and fostering services. In respect of adoption services, the legal provisions outlined below require adoption responsibilities to be delivered in accordance with the arrangements for the National Adoption Service.
1.19	The legal basis underpinning the National Adoption Service is contained in section 3A of the Adoption and Children Act 2002 [which was inserted by the Social Services and Well Being (Wales) Act 2014] and the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015. These set out in detail expectations on local authorities to co-operate at regional and national level to deliver and improve adoption services. They do not, however, contain provisions that explicitly create a mechanism that gives proper legal effect to the co-operation at national

	level or for the agreement with one local authority to host the national functions. The Joint Committee, and the Agreement that will accompany it, will put this on a formal legal footing as well as providing greater clarity and certainty for all authorities, the WLGA and the National Adoption Service and Foster Wales.
1.20	There are no regulations underpinning Foster Wales so the Joint Committee will provide the basis for the co-operation that is needed so it can operate as proposed.
1.21	Legal Implications
1.22	Individual local authorities remain legally responsible and accountable for the provision and adoption and fostering services. In respect of adoption services, the legal provisions outlined below require adoption responsibilities to be delivered in accordance with the arrangements for the National Adoption Service.
1.23	The legal basis underpinning the National Adoption Service is contained in section 3A of the Adoption and Children Act 2002 [which was inserted by the Social Services and Well Being (Wales) Act 2014] and the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015. These set out in detail expectations on local authorities to co-operate at regional and national level to deliver and improve adoption services. They do not, however, contain provisions that explicitly create a mechanism that gives proper legal effect to the co-operation at national level or for the agreement with one local authority to host the national functions. The Joint Committee, and the Agreement that will accompany it, will put this on a formal legal footing as well as providing greater clarity and certainty for all authorities, the WLGA as well as the National Adoption Service and Foster Wales.
1.24	There are no regulations underpinning Foster Wales so the Joint Committee will provide the basis for the co-operation that is needed so it can operate as proposed.
1.25	Local Scrutiny and Oversight
1.26	Every local authority will have a voting member of their Elected Executive (Cabinet) on the Joint Committee. Each Council may call in any decision of the Joint Committee in accordance with the overview and scrutiny provisions of that Council's constitution. If any decision of the Joint Committee is subject to call in by a Council, the Joint Committee shall take no action to implement that decision unless the call in process upholds the decision.
1.27	As part of the local governance oversight we will maintain our approach of presenting an annual report on the National Adoption Service, and regional and local service delivery, to Social Services and Health Overview Scrutiny Committee. This approach provides for local scrutiny of national, regional and local service performance and impact. Previous reports, and the associated Member scrutiny, have led to direct feedback to the Regional service on areas for development as well as the instigation of a review by Internal Audit to determine if Flintshire County Council is receiving value

	for money and the requisite service provision from the North Wales Adoption Service partnership.
1.28	To ensure that the arrangements aligned to the Joint Agreement are transparent, with delegation and scrutiny arrangements adhering to our governance framework, the Joint Agreement arrangements will be presented to Full Council for endorsement. This process will involve a report on the development of the national approach, associated delegation of governance, and local scrutiny arrangements being presented to Constitution and Democratic Services Committee, Social and Health Care Overview & Scrutiny Committee and Full Council.

2.00	RESOURCE IMPLICATIONS
2.01	Funding for the governance arrangements and central / national leadership and enabling, is provided from the WLGA via a top slice of the Rate Support Grant plus grant funding from the Welsh Government. As outlined in 1.12 there is the potential for a funding pressure once the Welsh Government Grant ends on 31.3.23. The need for a funded exit strategy has been raised with Welsh Government to enable a sustained service beyond the grant period.

3.00	IMPACT ASSESSMENT AND RISK MANAGEMENT										
3.01	<p>The Joint Agreement ensures that the local authority remains legally responsible, and accountable, for the provision and adoption and fostering services. Risks aligned to the authority needing to sustain appropriate decision making, governance and scrutiny are mitigated through the arrangements set out in paragraphs 1.25 – 1.28 of this report. In summary these are:</p> <ul style="list-style-type: none"> • A member of Cabinet will have voting rights on the Joint Committee • Decisions of the Joint committee are subject to Flintshire local authority's 'call in' processes • Annual reporting on the work of the National arrangements through Social and Health Care Overview & Scrutiny Committee 										
3.02	<p>Ways of Working (Sustainable Development) Principles Impact</p> <table border="1"> <tr> <td>Long-term</td> <td>No impact</td> </tr> <tr> <td>Prevention</td> <td>No impact</td> </tr> <tr> <td>Integration</td> <td>No impact</td> </tr> <tr> <td>Collaboration</td> <td>Positive – the Joint Agreement provides a framework for authorities to work together to enable effective service delivery and improvement across Wales</td> </tr> <tr> <td>Involvement</td> <td>No impact</td> </tr> </table>	Long-term	No impact	Prevention	No impact	Integration	No impact	Collaboration	Positive – the Joint Agreement provides a framework for authorities to work together to enable effective service delivery and improvement across Wales	Involvement	No impact
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Prevention	No impact										
Integration	No impact										
Collaboration	Positive – the Joint Agreement provides a framework for authorities to work together to enable effective service delivery and improvement across Wales										
Involvement	No impact										

3.03	Well-being Goals Impact	
	Prosperous Wales	No impact
	Resilient Wales	No impact
	Healthier Wales	No impact
	More equal Wales	No impact
	Cohesive Wales	Positive – the approach will support consistency in core elements of adoption and fostering provision
	Vibrant Wales	No impact
	Globally responsible Wales	No impact

4.00	CONSULTATIONS REQUIRED/CARRIED OUT
4.01	Consultation has been carried out through the Welsh Local Government Association (WLGA) and the Association of Directors of Social Services Cymru (ADDSC).

5.00	APPENDICES
5.01	Appendix 1 - Governance Appendix 2 - Central team – leadership and enabling Appendix 3: Joint Committee Agreement

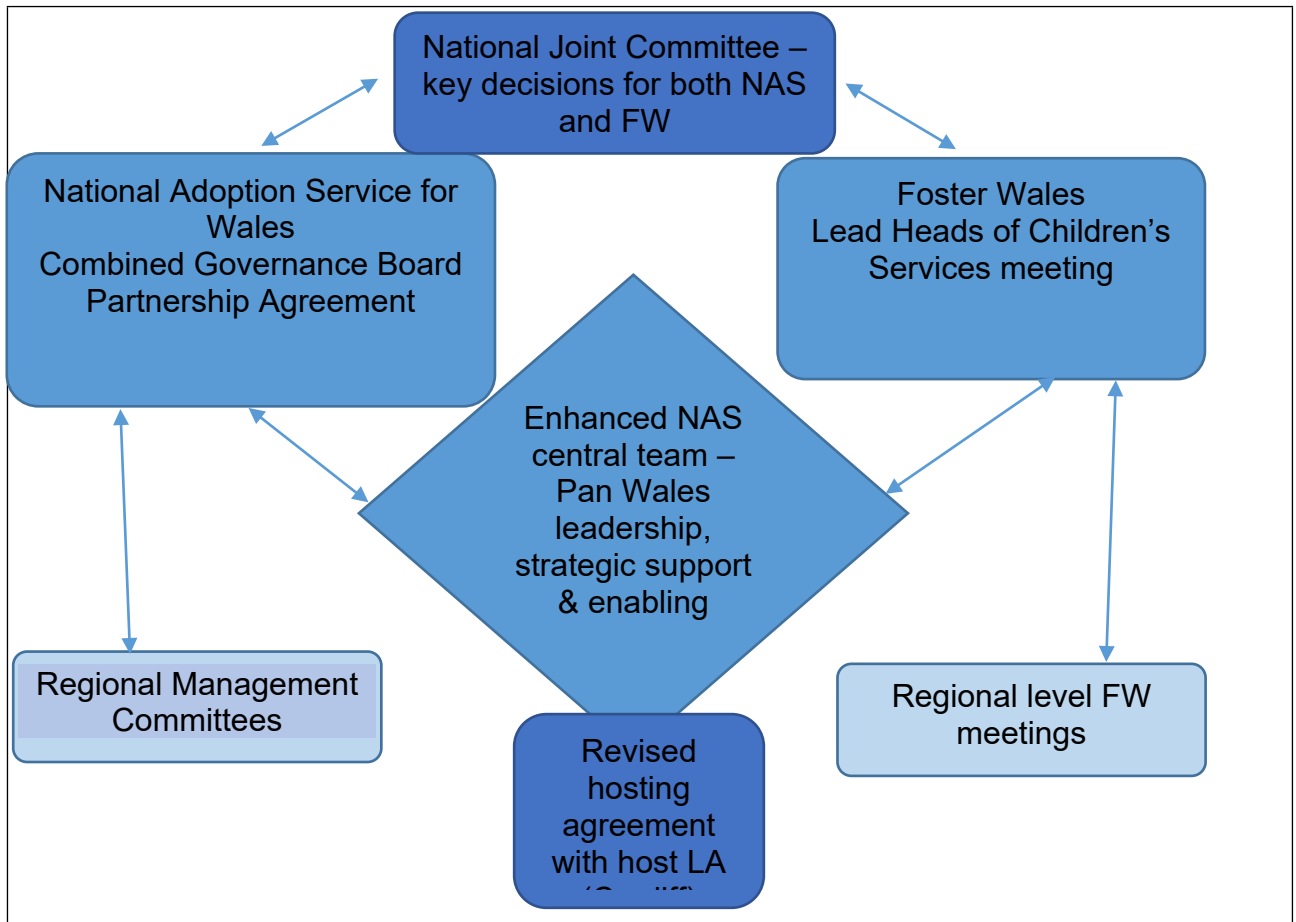
6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	None.

7.00	CONTACT OFFICER DETAILS
7.01	Contact Officer: Craig Macleod Telephone: 01352701313 E-mail: craig.macleod@flintshire.gov.uk

8.00	GLOSSARY OF TERMS
8.01	Welsh Local Government Association (WLGA) The Welsh Local Government Association represents the interests of local government and promotes local democracy in Wales. Its primary purposes are to promote better local government, to promote its reputation and to

	support authorities in the development of policies and priorities which will improve public services and democracy
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Governance



WLGA Joint Committee (all 22 LA’s) over-sees NAS & Foster Wales:

The Joint Committee will, on behalf of the 22 Welsh Local Authorities, exercise their powers with reference to the provision of the collaborative arrangements for the National Adoption Service for Wales (NAS) and for Foster Wales (FW). It will be underpinned by a legal agreement (Joint Committee Agreement) and be comprised of Council Members. Its role will be to oversee the work of NAS and Foster Wales and specifically approve / receive the below:

- The Annual Reports of NAS and of Foster Wales;
- The annual programmes of work for the NAS and for Foster Wales;
- The budget/s for the office of the Director and the national work of NAS and for Foster Wales; and
- The agreement, and any changes required, for the host LA support of the office of the Director to enable it to facilitate the work of NAS and FW.

For NAS only it will also oversee how the authorities work together to exercise their powers and comply with the National Assembly Directions.

NAS - National level - Combined Governance Board (CGB)

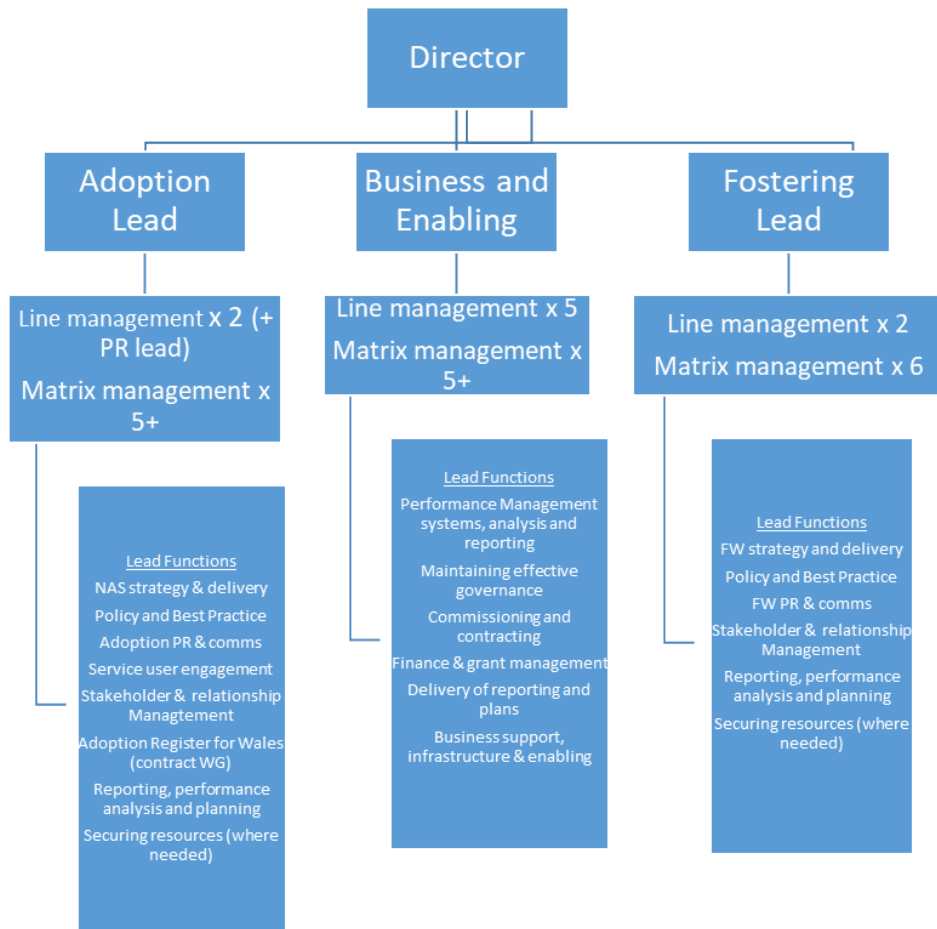
Provides strategic direction and decision making to facilitate the delivery and

Foster Wales - National level - Lead Heads of Children’s Services meeting

Provides strategic direction and decision making in relation to the agreed national

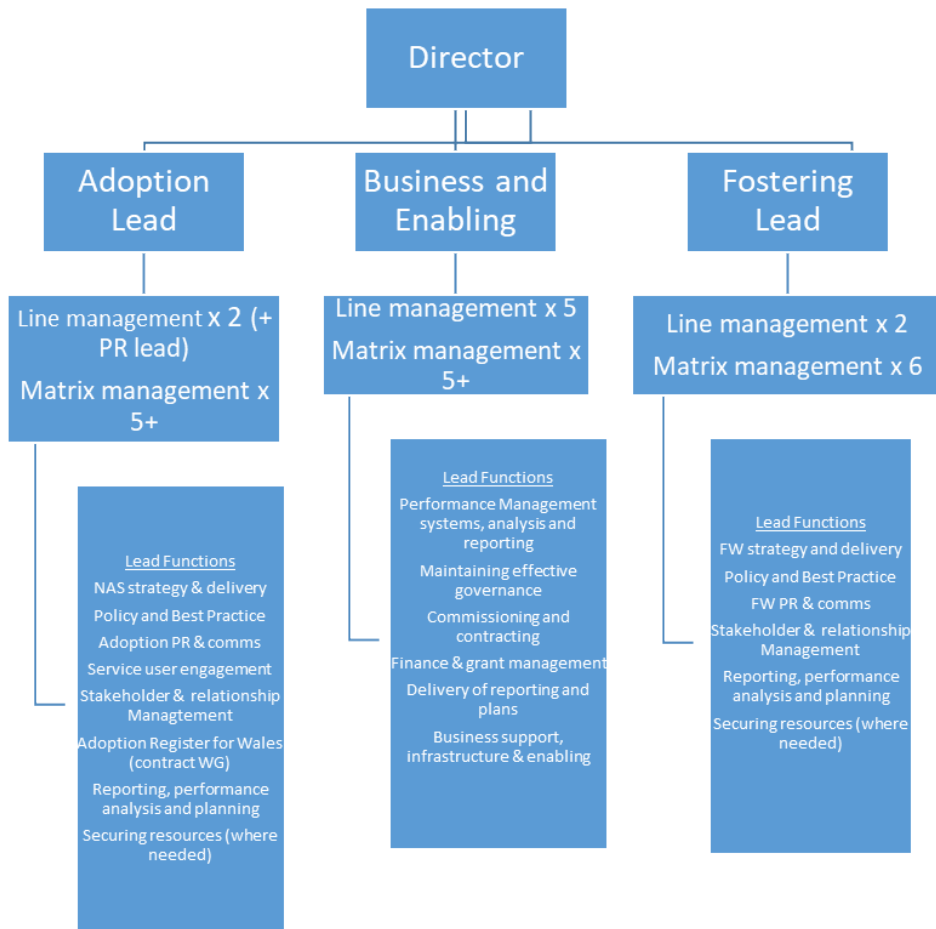
<p>improvement of adoption services in Wales through the National Adoption Service arrangements in line the Senedd Directions and its Terms of Reference.</p>	<p>and regional functions of Foster Wales on behalf of Welsh local authorities in line with its Terms of Reference.</p>
<p><u>NAS – regional / LA level - Regional Management Boards & VAA’s Boards</u></p> <p>Each region is made up of specified local authority areas, set out in the Directions and overseen by Regional Management Boards (RMB’s). Primary role is to coordinate adoption activities at the regional level and to implement decisions and strategies from the national Governance Board; may also have roles determined by their legal agreement. Plus VAA equivalent.</p>	<p><u>Foster Wales - regional / LA level - Regional HoS meeting</u></p> <p>These are now in place and may be a specific FW meeting or included in the agenda of pre-existing HoS or HoS & DSS regional meetings.</p>

Central team – leadership and enabling



Mae'r dudalen hon yn wag yn bwrpasol

Central team – leadership and enabling



Mae'r dudalen hon yn wag yn bwrpasol

DATED

2021

- (1) BLAENAU GWENT COUNTY BOROUGH COUNCIL
 - (2) BRIDGEND COUNTY BOROUGH COUNCIL
 - (3) CAERPHILLY COUNTY BOROUGH COUNCIL
 - (4) THE COUNTY COUNCIL OF THE CITY AND COUNTY OF CARDIFF
 - (5) CARMARTHENSHIRE COUNTY COUNCIL
 - (6) CEREDIGION COUNTY COUNCIL
 - (7) CONWY COUNTY BOROUGH COUNCIL
 - (8) DENBIGHSHIRE COUNTY COUNCIL
 - (9) FLINTSHIRE COUNTY COUNCIL
 - (10) GWYNEDD COUNTY COUNCIL
 - (11) ISLE OF ANGLESEY COUNTY COUNCIL
 - (12) MERTHYR TYDFIL COUNTY BOROUGH COUNCIL
 - (13) MONMOUTHSHIRE COUNTY COUNCIL
 - (14) NEATH PORT TALBOT COUNTY BOROUGH COUNCIL
 - (15) NEWPORT CITY COUNCIL
 - (16) PEMBROKESHIRE COUNTY COUNCIL
 - (17) POWYS COUNTY COUNCIL
 - (18) RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL
 - (19) THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA
 - (20) TORFAEN COUNTY BOROUGH COUNCIL
 - (21) VALE OF GLAMORGAN COUNCIL
 - (22) WREXHAM COUNTY BOROUGH COUNCIL
- and
- (23) THE WELSH LOCAL GOVERNMENT ASSOCIATION

**AGREEMENT FOR THE ESTABLISHMENT OF A JOINT COMMITTEE FOR THE
NATIONAL ADOPTION SERVICE**

Geldards
law firm

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BETWEEN:

- (1) Blaenau Gwent County Borough Council of Municipal Offices, Civic Centre Ebbw Vale NP23 6XB ("Council")
- (2) Bridgend County Borough Council of Civic Offices, Angel Street, Bridgend CF31 4WB ("Council")
- (3) Caerphilly County Borough Council of Ty Penallta, Tredomen Park, Ystrad Mynach Hengoed CF82 7PG ("Council")
- (4) The County Council of the City and County of Cardiff of County Hall, Cardiff CF10 4UW ("Council")
- (5) Carmarthenshire County Council of County Hall, Carmarthen, Carmarthenshire SA31 1JP ("Council")
- (6) Ceredigion County Council of Neuadd Cyngor Ceredigion, Penmorfa, Aberaeron, Ceredigion SA46 OPA ("Council")
- (7) Conwy County Borough Council of Bodlondeb, Bangor Road, Conwy LL32 8DU ("Council")
- (8) Denbighshire County Council of County Hall, Wynnstay Road, Ruthin LL15 1YN ("Council")
- (9) Flintshire County Council of County Hall, Mold CH7 6NB ("Council")
- (10) Gwynedd Council of Council Offices, Shirehall Street, Caernarfon LL55 1SH ("Council")
- (11) Isle of Anglesey County Council of Council Offices, Llangefni, LL77 7TW ("Council")
- (12) Merthyr Tydfil County Borough Council of Civic Centre, Merthyr Tydfil CF47 8AN ("Council")
- (13) Monmouthshire County Council of PO Box 106, Caldicot NP26 9AN ("Council")
- (14) Neath Port Talbot County Borough Council of Port Talbot Civic Centre, Port Talbot SA13 1PJ ("Council")
- (15) Newport City Council of Civic Centre, Godfrey Road, Newport NP20 4UR ("Council")
- (16) Pembrokeshire County Council of County Hall, Haverfordwest, Pembrokeshire SA61 1TP ("Council")
- (17) Powys County Council of Powys County Hall, Spa Road East, Llandrindod Wells, Powys LD1 5LG ("Council")
- (18) Rhondda Cynon Taf County Borough Council of The Pavilions, Cambrian Park, Clydach Vale, Tonypany CF40 2XX ("Council")

- (19) The Council of the City and County of Swansea of Civic Centre, Oystermouth Road, Swansea SA1 3SN ("Council")
- (20) Torfaen County Borough Council of the Civic Centre, Pontypool, Torfaen NP4 6YB ("Council")
- (21) Vale of Glamorgan Council of Civic Offices, Holton Road, Barry, Vale of Glamorgan CF63 4RU ("Council")
- (22) Wrexham County Borough Council of The Guildhall, Wrexham LL11 1AY ("Council")

(collectively referred to as "the Councils" for the purposes of this Agreement) and

- (23) Welsh Local Government Association of One Canal Parade, Dumballs Road, Cardiff CF10 5BF("WLGA"); and

WHEREAS:

- A The parties to this Agreement have agreed to enter into this Agreement in order to provide a framework for the Councils to give effect to the obligations and arrangements for the Specified Functions set out by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015 ("the Directions") made by the Welsh Ministers in exercise of their powers under section 3A of the Adoption and Children Act 2002 and to document and regulate their respective rights and obligations to each other in that regard. The Agreement also provides a framework for the parties to give effect to the co-ordination of identified foster service functions across Wales.
- B The Councils have agreed to establish and to participate in a joint committee to facilitate the delivery of the Specified and Agreed Functions with a view to their economical, efficient and effective discharge.
- C This Agreement sets out the arrangements in relation to the manner in which the Councils will work together and use the Joint Committee to deliver the Specified and Agreed Functions.
- D The Councils have agreed that the Director of Operations shall be responsible for the day to day management of the delivery of the Specified and Agreed Functions.
- E The Councils have entered into this Agreement in reliance on the powers of Welsh local authorities under:
 - (i) sections 101, 102, 112 and 113 of the Local Government Act 1972 and sections 19 and 20 of the Local Government Act 2000 and the regulations made under these Acts to make arrangements to discharge functions jointly and to employ staff and place them at the disposal of other local authorities;
 - (ii) the powers in section 9 of the Local Government (Wales) Measure 2009 to collaborate;
 - (iii) the incidental powers in section 111 of the Local Government Act 1972, and

- (iv) all other powers them so enabling.
- F The Councils have each taken decisions compliant with the requirements of their respective constitutions to participate in the Joint Committee and enter into this Agreement.
- G The Parties to the Agreement have agreed to comply with the requirements of this Agreement to enable the Director of Operations to fulfil their legal obligations.

IT IS AGREED AS FOLLOWS:

1. Interpretation

1.1 The following definitions and rules of interpretation apply in this Agreement:

Term here	Definition here
“Agreed Functions	the functions relating to fostering to be discharged by the Joint Committee pursuant to this Agreement being set out at Schedule 5 and any other functions which from time to time the Councils arrange for the Joint Committee or one or other of the Councils to discharge pursuant to the Powers
“Assets”	any tangible assets or property acquired, leased, licensed, loaned or purchased as required by the Host Council or another Council for the administration of this Agreement;
“Business Day”	any day other than a Saturday or Sunday or a public or bank holiday in Wales;
Combined Governance Board	the group established in accordance with clause 4 to comply with the requirements of the Directions;
“Commencement Date”	the date of this Agreement or such later date as the Councils, by resolution of each them, agree;
“Constitution of the Joint Committee”	the constitution set out at Schedule 1 to this Agreement;
“Council”	each of Blaenau Gwent County Borough Council, Bridgend County Borough Council, Caerphilly County

Borough Council, the County Council of the City and County of Cardiff, Carmarthenshire County Council, Ceredigion County Council, Conwy County Borough Council, Denbighshire County Council, Flintshire County Council, Gwynedd Council, Isle of Anglesey County Council, Merthyr Tydfil County Borough Council, Monmouthshire County Council, Neath Port Talbot County Borough Council, Newport City Council, Pembrokeshire County Council, Powys County Council, Rhondda Cynon Taf County Borough Council, City and County of Swansea Council, Torfaen County Borough Council, Vale of Glamorgan Council, Wrexham County Borough Council and “Councils” shall be construed accordingly;

Data Protection Legislation

all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

“Director of Operations”

the person employed by the County Council of the City and County of Cardiff in compliance with the Directions with day to day responsibility for leadership, co-ordination of the service as a whole as well as delivery of national functions

“Directions”

The Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015;

“Exempt Information”

any information or class of information relating to this Agreement which may fall within an exemption to disclosure under FOI Legislation;

“Financial Memorandum”

the approach to financial and accounting matters agreed by the

	Councils as set out at Schedule 4 to this Agreement;
“FOI Legislation”	the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004;
Foster Wales	The collaborative endeavour agreed by local government to deliver and improve certain fostering functions through national and regional leadership and enabling.
“Governance Board”	the board which the Councils are required by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015 to establish to provide national oversight of regional collaboration on adoption services;. Since 2019 this function is managed through the Combined Governance Board
“Host” and “Host Council”	the Council appointed as Host Council in accordance with clause 7 of this Agreement;
“IP Material”	the Intellectual Property in the Material;
“Information Request	a request for information under FOI Legislation;
“Intellectual Property Rights”	patents, rights to inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

“Joint Committee”	a committee of elected members from the Councils which will be responsible for ensuring and overseeing the delivery of the Specified and Agreed Functions in Accordance with the Directions and with a view to securing their more economical, efficient and effective discharge;
“Material”	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 or text supplied is not to be covered by this definition;
“National Adoption Service”	The adoption services and functions delivered collectively by the Joint Committee, the Regional Collaboratives, the Councils and partners;
“Personal Data”	Personal data as defined in the Data Protection Legislation;
“Powers”	<p>The powers of Welsh local authorities under:</p> <p>sections 101, 102, 112 and 113 of the Local Government Act 1972 and sections 19 and 20 of the Local Government Act 2000 and the regulations made under these Acts to make arrangements to discharge functions jointly and to employ staff and place them at the disposal of other local authorities;</p> <p>the powers in section 9 of the Local Government (Wales) Measure 2009 to collaborate;</p> <p>the incidental powers in section 111 of the Local Government Act 1972,</p> <p>the powers in section 1 of the Local Authorities (Goods and Services) Act 1970 and section 25 of the Local Government (Wales) Act 1994 to provide services;</p>

	all other powers them so enabling;
“Proportionate Basis”	in accordance with the relevant proportion for each Council by reference to their respective percentage contribution as set out in the Financial Memorandum
“Regional Collaboratives”	the groupings of the Councils as set out in Schedule to the Directions for the purpose of collaboration on adoption services;
“Secondment Agreement”	an agreement made between the Councils for the secondment of staff from one Council to the Host Council or another Council relating to arrangements for the discharge of the Specified and Agreed Functions pursuant to this Agreement;
“Section 151 Officer”	the officer designated by a local authority as the person responsible for the proper administration of its financial affairs as required by section 151 of the Local Government Act 1972;
“Service Agreement”	an agreement made between the Councils pursuant to this Agreement relating to arrangements for the discharge of the Specified and Agreed Functions pursuant to this Agreement;
“Services”	the Services to be provided on behalf of the Councils pursuant to the discharge of the Specified and Agreed Functions being set out at Schedule 5 and being an amalgamated integrated adoption services and the delivery of that service;
“Specified Functions”	the functions relating to adoption to be discharged by the Joint Committee pursuant to this Agreement being set out at Schedule 5 and any other functions which from time to time the Councils arrange for the Joint Committee or one or other of the Councils to discharge pursuant to the Powers;

“Staff Transfer Agreement”

an agreement made between the Councils for the transfer of staff from one Council to the Host Council or another Council relating to arrangements for the discharge of the Specified and Agreed Functions pursuant to this Agreement;

- 1.2 References to any statute or statutory provision shall, unless the context otherwise requires, be construed in accordance with the Interpretation Act 1978.
- 1.3 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.4 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.5 A reference in this Agreement to any clause, paragraph or schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph of or schedule to this Agreement.
- 1.6 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant parties.
- 1.7 Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words unless inconsistent with the context, and the rule of interpretation known as “*eiusdem generis*” shall not apply.
- 1.8 The schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement and references to this Agreement includes the Schedules.
- 1.9 References to “the parties” shall be to the parties to this Agreement.

2. Aims of Joint Discharge of Functions

- 2.1 The aims of the joint discharge of the Specified Functions relating to adoption services under the provisions of this Agreement are:
 - (a) The consistent delivery of high quality adoption services throughout Wales.
 - (b) Keeping delay to a minimum in the placement of children for adoption.
 - (c) Ensuring the widest choice possible of placements for adoption of children.
 - (d) Ensuring that high quality and timely training and assessment for prospective adopters is consistently available.

- (e) Improving the process of matching children with prospective adopters.
- (f) The streamlining of adoption processes and improved liaison between social workers involved in adoption cases.
- (g) Keeping adoption breakdown to a minimum by the provision of adoption support services according to assessed need.
- (h) Collaborative working between local authorities, registered adoption societies, NHS local health boards and NHS Trusts and education services.

2.2 The aims of the joint discharge of the Agreed Functions relating to fostering are:

- (a) To support the strategic oversight of Foster Wales.
- (b) To consider the implications at local and regional level arising from the transition to Foster Wales.
- (c) To consider the development needs of services at local, regional, and national level.
- (d) To seek and support solutions to overcome barriers and challenges.
- (e) To continue to develop and maintain collaboration across local authority fostering.
- (f) To consider reports presented, agree actions, make decisions, and monitor progress.
- (g) To consider performance reports and monitor KPIs as identified and agreed.
- (h) To make recommendations for future areas of work programme development.

2.3 The Director of Operations and a central team of staff to support the Director of Operations are employed by the Host Council to fulfil a range of functions related to leadership, management and oversight of the National Adoption Service. The functions of the Director of Operations and central team include:

- (a) Providing leadership to set the direction for the National Adoption Service including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning.
- (b) Reviewing progress including analysis of performance data and service information from the regions and Registered Adoption Agencies (otherwise known as Voluntary Adoption Agencies (VAA's)'s).
- (c) Providing annual and mid-year reports each year for agreement by the Combined Governance Board, endorsed by the Joint Committee and submission to Welsh Ministers as well as to WLGA and the Association of Directors of Social Services Cymru where required.

- (d) Providing specific functions nationally to support and enable National Adoption Service operations (currently as below).
- (e) Establishing and maintaining a website for the National Adoption Service for Wales.
- (f) Management of the Adoption Register for Wales (under contract from Welsh Government).
- (g) Commissioning and contracting national contracts to support service delivery functions and support.
- (h) Maintaining arrangements for service user engagement across Wales.
- (i) Leadership, matrix management oversight, advice and support to regions and VAA's.
- (j) Promotion of best practice and a culture of continuous improvement throughout the National Adoption Service.
- (j) Securing appropriate resourcing through new / additional finance or re-profiling of existing as well as managing the central team allocation, grants and investment.
- (k) Strategic commissioning as necessary for the discharge of functions.
- (l) Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Combined Governance Board.
- (m) Promotion of adoption, including national PR and marketing and the provision of the 'face and voice' of adoption in Wales.
- (n) Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.
- (o) Strategic support and enabling functions, as agreed, for the National Fostering Framework / Foster Wales.

2.4 In addition Schedule 7 sets out a Scheme of Functions delegated to the Director of Operations to facilitate the achievement of the objectives of this Agreement.

3. Establishment of a Joint Committee

- 3.1 In exercise of their powers under sections 101(5) and 102 of the Local Government Act 1972, sections 19 and 20 of the Local Government Act 2000 and all other enabling powers the Councils hereby create a joint committee to be known as the National Adoption Joint Committee with effect from the Commencement Date.
- 3.2 The Joint Committee shall take decisions relating to the use of the National Adoption Service budget which shall be provided as a topslice from the Revenue Support Grant via the Welsh Local Government Association for the discharge of the Specified Functions, a similar topslice from the Revenue Support Grant via the Welsh Local Government Association for the

discharge of the Agreed Functions, costs of the Host Council and the Joint Committee relating to this Agreement and shall have regard to reports and advice from the Combined Governance Board, Lead Heads of Children's Service's Meeting and Director of Operations.

- 3.3 The Joint Committee shall ensure the Scheme of Delegation set out in Schedule 7 is kept under review in accordance with paragraphs 5.2 and 5.3 of Schedule 7.
- 3.4 The Joint Committee shall operate and conduct its business in accordance with the terms of this Agreement including the Constitution set out at Schedule 1.
- 3.5 The Joint Committee shall review the terms of reference of the Joint Committee towards the end of each council term and shall make recommendations to the Councils and the WLGA for their consideration as to any amendments that the Joint Committee are required to discharge the Specified and Agreed Functions in accordance with the Directions.
- 3.6 This Agreement is without prejudice to each Council's other powers and responsibilities for its area.

4. Establishment of Combined Governance Board and other advisory groups

- 4.1 The Councils have established the Combined Governance Board. The Combined Governance Board shall act as an advisory group to the Joint Committee and shall discharge the role of the Governance Board and Advisory Group which the Councils are required by the Directions to establish for the purpose of providing national oversight of regional collaboration arrangements over adoption services.
- 4.2 The terms of reference of the Combined Governance Board shall be as set out in Schedule 2.
- 4.3 In respect of fostering services, the Councils have established the Lead Head of Children's Services Group as an advisory group to the Joint Committee. The Lead Head of Children's Services Group shall advise the Joint Committee on issues relating to Foster Wales. The terms of reference for the Lead Head of Children's Services Group shall be as set out in Schedule 6.
- 4.4 The Joint Committee may establish other advisory groups to advise the Joint Committee.

5. Arrangements for the Discharge of Functions

- 5.1 The Councils agree to use their Powers to enter into these arrangements under which the Joint Committee shall discharge on their behalf the Specified and Agreed Functions.
- 5.2 The Joint Committee shall discharge the Specified and Agreed Functions through the Host Council which shall be responsible for delivering the Services to support the delivery of national functions.

- 5.3 The Joint Committee may agree to bring additional functions and services within the scope of this Agreement but the Joint Committee may not agree to do so unless it has first received approval from all the Councils to discharge the additional functions and deliver the additional services. The provisions of this Agreement shall apply to any such additional functions and services.
- 5.4 The Councils have agreed the Financial Memorandum. The Councils shall have the discretion to agree variations to the Financial Memorandum at any time without varying the rest of this Agreement. Each of the Councils shall contribute to the costs of the discharge of the Specified and Agreed Functions pursuant to this Agreement in accordance with the Financial Memorandum. This shall be subject to any specific arrangements agreed for responsibility for costs in a Service Agreement, Secondment Agreement or Staff Transfer Agreement entered into by the Councils.
- 5.5 The Councils intend to enter into a Service Agreement with the County Council of the City and County of Cardiff for the delivery of services pursuant to the discharge of the Specified and Agreed Functions. The Councils may enter into further Service Agreements to record the detailed requirements of further individual arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.
- 5.6 The Councils may also enter into a Secondment Agreement to record the arrangements for the secondment of staff for further individual arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.
- 5.7 The Councils may also agree to enter into a Staff Transfer Agreement to record the arrangements for the transfer of staff for further individual arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.

6. Governance

- 6.1 The Councils each undertake to ensure that they make any changes to their own constitutions as are necessary to facilitate the operation of this Agreement. Each Council shall notify the other Councils and WLGA in writing within twenty-eight days of the date of this agreement either that it has made (or is in the process of making) the necessary changes to its constitution or that no changes are considered necessary.

7. Appointment of Host Council

- 7.1 Subject to the provisions of clauses 7.2 and 7.3 the Councils agree that the Council of the City and County of Cardiff should be the Host Council for the purposes of this Agreement.
- 7.2 The Council of the City and County of Cardiff and any other Council which is appointed as Host Council may terminate its appointment as Host Council by giving not less than twelve months' written notice or such other period of notice as is agreed by all the Councils to the other Councils of its intention to terminate its appointment. Such twelve months' written notice shall end at the end of a financial year.

- 7.3 The Joint Committee may terminate the appointment of City and County of Cardiff Council or any other Council as the Host Council by giving at not less than twelve months' written notice or such other period of notice as is agreed by all the Councils to the Host Council of the Joint Committee's intention to terminate the appointment of the Host Council. Such twelve months' written notice shall end at the end of a financial year.
- 7.4 If the appointment of a Council as the Host Council is terminated in accordance with clause 7.2 or clause 7.3 the Joint Committee may appoint one of the Councils as Host Council such appointment to be effective from the commencement of the financial year following the expiry of notice of termination under clause 7.2 or 7.3.
- 7.5 If the appointment of a Council as the Host Council is terminated in accordance with clause 7.2 or clause 7.3 any outstanding payment due to that Council from the Joint Committee for costs incurred in the role of the Host Council shall be paid in accordance with the terms of the Financial Memorandum
- 7.6 Any dispute over the appointment or the termination of the appointment of a Council as the Host Council shall be dealt with in accordance with the dispute resolution procedure in clause 23 of this Agreement.

8. Responsibilities of the Host Council

- 8.1 The Host Council shall provide Assets, staff and other resources as are necessary to discharge the Specified and Agreed Functions pursuant to this Agreement. The payment of the costs of the Host Council in providing such Assets, staff and other resources shall be in accordance with a Service Agreement between the Councils, and the Host Council and shall be facilitated by the Welsh Local Government Association .
- 8.2 The Host Council shall employ the Director of Operations and the staff required for undertaking the national functions.
- 8.3 The Host Council have agreed and arranged for the Director of Operations to have the day to day responsibility for the management and delivery of the Services.
- 8.4 The Host Council shall:
- (a) Act in accordance with all applicable Laws and Regulations.
 - (b) Act with reasonable skill and care and in accordance with best practice.
 - (c) Act in accordance with the aims, principles and objectives of this Agreement and any applicable policies agreed by the Councils.
 - (d) Act in accordance with any relevant guidance issued or specified by the Care and Social Services Inspectorate Wales and any other relevant regulator.
 - (e) Ensure the proper discharge of the Specified and Agreed Functions of the Councils and discretionary provision of in-scope elements of the Services.

- (f) Ensure that its health and safety policy statements together with related policies and procedures are made available to the Joint Committee on request.
- (g) Comply with any investigation by any statutory ombudsman or tribunal relating to the discharge of the Specified or Agreed Functions.
- (h) Ensure that the Services are provided in such a way as to facilitate compliance by the Councils with their duties under the Welsh Language (Wales) Measure 2011 in accordance with clause 28 of this Agreement.

9. Expenses of Joint Committee Members

- 9.1 Each Council shall be responsible for meeting any expenses to which any Joint Committee Member or officer appointed by it as its representative is entitled as a result of their attendance at duly authorised meetings.

10. Monitoring Officer

- 10.1 The Councils agree that at the date of the Agreement the Monitoring Officer of [] Council shall act as Monitoring Officer for the Joint Committee.
- 10.2 The Councils may decide that the Monitoring Officer of a different Council shall be designated as Monitoring Officer for the Joint Committee. This shall require a unanimous decision from the Councils. Following such a decision the Host Council shall notify the officer who is currently acting as Monitoring Officer and the officer who has been designated as Monitoring Officer for the future.

11. Reviews

- 11.1 The Joint Committee shall review the discharge of the Specified and Agreed Functions at least annually alongside the Combined Governance Board reviewing service progress and performance quarterly and reporting to the Joint Committee on the results of its review.
- 11.2 The Director of Operations shall submit a quarterly report to the Combined Governance Board and an annual report to the Joint Committee, setting out details of:
 - (a) The performance of the Specified and Agreed Functions.
 - (b) Income and expenditure and compliance with the Financial Memorandum.
- 11.3 The Councils and the Regional Collaboratives shall carry out a review of their discharge of the regional Specified Functions for adoption and provide the following to the Director of Operations
 - (a) An annual work programme by 31 March each year
 - (b) Quarterly performance reporting
 - (c) An annual report by 31 May each containing the items detailed in the Directions.

- 11.4 The Director of Operations will use this information as the basis for reporting to the Joint Committee for adoption services.

12. Audit

- 12.1 The discharge of the Specified and Agreed Functions on behalf of the Councils and the finances relating to the discharge of the Specified or Agreed Functions shall be subject to an annual external audit by the central team of the National Adoption Service which shall be commissioned by the Host Council in accordance with the Host Council's audit processes.

13. Costs of Discharge of Functions

- 13.1 The Host Council agrees to provide any of the Services necessary for the discharge of the Specified and Agreed Functions on a cost recovery basis. The Host Council shall recover the costs of providing the Services in accordance with the Service Agreement and the financial memorandum.
- 13.2 The Councils shall apply the central National Adoption Services budget to fund the payment of the costs of the Host Council. Any shortfall in such funding shall be paid by the Councils in proportions agreed by them.

14. Costs of the Joint Committee

14. The Councils shall apply the central National Adoption Services budget to fund any costs involved in the administration of the Joint Committee. Any shortfall in such funding shall be paid by the Councils in proportions agreed by them. The Welsh Local Government Association shall be responsible for the administration of the payment of costs involved in the administration of the Joint Committee.

15. Liabilities Under This Agreement

- 15.1 The Host Council shall indemnify and keep indemnified each of the other Councils to this Agreement against any losses, claims, expenses, actions, demands, costs and liability suffered by that Council to the extent arising from any wilful default or breach by the Host Council of its obligations under this Agreement or its statutory duties (and "wilful" in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of the Host Council or matters arising from any negligent act or omission in relation to such obligations).
- 15.2 No claim shall be made against the Host Council by the other Councils or any of them to recover any loss or damage which may be incurred by reason of or arising out of the carrying out by the Host Council of its obligations under this Agreement unless and to the extent such loss or damage arises from a wilful default or breach by the Host Council under clause 15.1.
- 15.3 Each of the other Councils (acting severally) shall indemnify and keep indemnified the Host Council against all losses, claims, expenses, actions, demands, costs and liabilities which the Host Council may incur by reason of or arising out of the carrying out by the Host Council of its obligations under this Agreement for that Council or arising from any wilful default or breach by a Council of its obligations under this Agreement (and wilful in this context

shall, for the avoidance of doubt, not include matters which are outside the reasonable control of that Council or matters arising from any negligent act or omission in relation to such obligations) unless and to the extent that the same result from any breach by the Host Council of any such obligations.

- 15.4 The amount to be paid to the Host 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 on a Proportionate Basis.
- 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 then the amount shall be divided amongst the Councils on a Proportionate Basis.
- 15.6 A Council which receives a claim for losses, expenses, actions, demands, costs and liabilities related to the discharge of the Specified and Agreed Functions shall notify and provide details of such claim as soon as is reasonably practicable to the other Councils.
- 15.7 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.
- 15.8 Each Council shall not be obliged to indemnify the other Councils to the extent that the insurances maintained by the other Councils at the relevant time provide an indemnity against the loss giving rise to a claim and to the extent that another Council recovers under a policy of insurance save that the Council responsible for liabilities suffered by another Council 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.
- 15.9 The indemnities given under this Agreement are in addition to any Service Agreement between the Host Council and any of the other Councils.

16. Duration of this Agreement

- 16.1 This Agreement shall come into force on the Commencement Date and shall continue from year to year or until terminated in accordance with the provisions of this Agreement.

17. Variation of This Agreement

- 17.1 Any of the Councils may request a variation to this Agreement by making such a request to the officer acting as Monitoring Officer to the Joint Committee.
- 17.2 The officer acting as Monitoring Officer to the Joint Committee shall circulate the request to each of the Councils within ten Business Days of receipt of the request for consideration and approval by the Councils.
- 17.3 If each of the Councils approve such variation, then the officer acting as Monitoring Officer to the Joint Committee shall arrange for the preparation of

an appropriate Deed of Variation to this Agreement to be prepared for execution by the Councils and such change shall only take effect upon completion of that Deed and the costs associated with the preparation of such Deed of Variation shall be shared equally between the Councils. Such Deed of Variation may be executed in parts by each Council that is then a party to this Agreement.

17.4 If one of the Councils does not approve such variation, then the variation to this Agreement shall not occur.

18. Withdrawal from the Joint Committee on Notice

18.1 Any Council may withdraw from the Joint Committee in accordance with the following procedure:

18.2 Any Council which wishes to withdraw from the Joint Committee shall give not less than twelve months' written notice terminating at the end of a financial year to the other Councils and the officer acting as Monitoring Officer to the Joint Committee shall consult the other Councils giving due consideration to:

- (a) Any loss of funding arising from such withdrawal and including any non-payment, clawback or repayment of such funding;
- (b) Any other loss, liability, damage, claim or expense,

which would be incurred by the Councils upon which notice has been served by reason of such withdrawal from the Joint Committee.

18.3 Any Council wishing to withdraw from the Joint Committee undertakes as a condition of such withdrawal to make, prior to withdrawal such reasonable payment or payments which fairly reflect the actual losses caused by or anticipated as a result of the withdrawal as shall be determined by the other Councils pursuant to clauses above and no notice under this clause 18 shall take effect unless and until such payment has been agreed or referred to the Dispute Resolution procedure under Clause 22.

18.4 Unless agreed otherwise by the parties, each Council reserves the right to recover from any party to this Agreement the costs of any claims, costs, expenses, losses or liabilities of any nature or which have been caused by any act or omission of that party and which are discovered after the party's withdrawal from this Agreement.

18.5 Any Council that withdraws from the Joint Committee shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions. Any Council that withdraws from the Joint Committee shall include in its notice to the other Councils confirmation that it shall comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions

19. Termination of this Agreement for Cause

19.1 Without prejudice to any other rights or remedies, this Agreement may be terminated in relation to any other Council ("Defaulter") by the other Councils ("Non-Defaulting Councils") acting unanimously in giving sixty-five Business

Days written notice to the Defaulter where the Defaulter materially breaches any of the provisions of this Agreement or in the case of a breach capable of remedy fails to remedy the same within thirty Business Days (or such other period as agreed by the Non-Defaulting Councils) of being notified of each breach in writing by the Non-Defaulting Councils and being required to remedy the same.

- 19.2 If this Agreement is terminated each Council shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions.

20. Termination of the Agreement by Agreement

- 20.1 The Councils agree that this Agreement may be determined upon terms agreed by all the Councils.
- 20.2 Upon termination of this Agreement the parties agree that the Joint Committee shall cease to exist and any arrangement for the discharge of Specified and Agreed Functions which has been made pursuant to this Agreement shall cease on the expiry of the notice period specified in the relevant Service Agreement and the Specified and Agreed Functions shall be returned to the Councils which were responsible for them prior to this Agreement.
- 20.3 If this Agreement is terminated each Council shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions.

21. Termination – Consequential Matters

- 21.1 In the event of termination of this Agreement under Clause 20 or 21, as the case may be, any party shall supply to any other party when requested any information which the other party requires for the continuing discharge of the Specified and Agreed Functions and;
- 21.2 Any Intellectual Property Rights created under this Agreement shall be owned by the then parties in equal proportions; and
- 21.3 Each of the parties shall undertake to make such reasonable payment or payments which fairly reflect the obligations of that Council pursuant to this Agreement.
- 21.4 In the event of termination of this Agreement all Assets held by any of the Councils for the purposes of this Agreement shall be dealt with in accordance with the Financial Memorandum.
- 21.5 The Host Council shall transfer any relevant information it holds to the Council to which the relevant information relates.
- 21.6 It shall be the duty of the Councils to try to minimise any losses arising from the termination of this Agreement.
- 21.7 Each Council is responsible for its own compliance with the Directions and any other relevant law that applies to the Specified and Agreed Functions

and shall take any action necessary to ensure that it is able to comply with its legal obligations following termination of this Agreement.

22. Dispute Resolution

- 22.1 The Councils undertake and agree to pursue a positive approach towards dispute resolution which seeks in the context of this joint working arrangement to identify a solution at the lowest operational level that is appropriate to the subject of the dispute and which avoids legal proceedings and maintains a strong working relationship between the parties.
- 22.2 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this clause 22.
- 22.3 All disputes, claims or differences between the Councils arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity or termination, (a "Dispute") shall be referred to the Director of Operations who shall produce and implement a plan for resolving the dispute.
- 22.4 If the plan of the Director of Operations does not resolve the dispute it may at the written request of any Council involved in the dispute, be referred by each Council to its chief executive.
- 22.4 If the Councils' chief executives do not agree a resolution of the Dispute within one month of the date of service of any such request, the Councils may agree a process to attempt to settle the Dispute by mediation or arbitration.

23. Notices

Form of Notice

- 23.1 Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to or sent by pre-paid first class post to the recipient at the address stated in Schedule 3 (or such other address as may be notified in writing from time to time) or sent by facsimile transmission to the recipient to the facsimile number stated in Schedule 3 or sent electronically to the e-mail address stated in Schedule 3.

Service

- 23.2 Any such demand, notice or communication shall be deemed to have been duly served:
- (a) If delivered by hand, when left at the proper address for service;
 - (b) If given or made by pre-paid first class post two Business Days after being posted;
 - (c) If sent by facsimile at the time of transmission provided that a confirmatory copy is on the same day that the facsimile is transmitted sent by pre-paid first class post in the manner provided for in clause 23.1 Provided That in each case that if the time of such deemed service is either after 4.00pm on a Business Day or on a day other

than a Business Day service shall be deemed to occur at 10.00am on the next following Business Day; or

- (d) If sent by e-mail, when it has been sent to the e-mail address stated in Schedule 4 and receipt of such e-mail has been acknowledged.

24. Information and Confidentiality

24.1 Without prejudice to clauses 25 and 26 the parties shall keep confidential all matters relating to this Agreement or the Intellectual Property Rights of the parties and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matter relating to the Agreement or Intellectual Property Rights of the parties.

24.2 Clause 24.1 shall not apply to:

- (a) Any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under this Agreement;
- (b) Any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;
- (c) Any disclosure which is required by any law (including any order or a court of competent jurisdiction) any Parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law;
- (d) Any disclosure of information which is already lawfully in the possession of the disclosing party prior to its disclosure by the disclosing party;
- (e) Any disclosure which is required or recommended by the rules of any governmental or regulatory authority including any guidance from time to time as to openness and disclosure of information by public bodies.
- (f) Any disclosure which is necessary to be disclosed to provide relevant information to any insurance broker in connection with obtaining any insurance required by this Agreement.
- (g) Any disclosure by a party to a department, office or agency of the Government;
- (h) Any disclosure for the purpose of the examination and certification of a party's accounts.

Where disclosure is permitted under clauses 24.2(a), 24.2(f), 24.2(g), or 24.2(h) the recipient of the information shall be placed under the same obligation of confidentiality as that contained in this Agreement by the disclosing Council.

25. Data Protection

25.1 In relation to the subject matter of this agreement each party undertakes at all times to comply with the Data Protection Legislation. This clause 25 is in

addition to and does not relieve remove or replace a party's obligations under the Data Protection Legislation.

25.2 Each Council:

- (a) Shall process Personal Data belonging to any other Council only on the instructions of that Council (subject to compliance with applicable law);
- (b) Shall only undertake processing of Personal Data reasonably required in connection with this Agreement;
- (c) Shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss destruction or damage and the nature of the data to be protected having regard to the state of technological development and the cost of implementing any measures (those measures may include where appropriate pseudonymising and encrypting Personal Data ensuring confidentiality integrity availability and resilience of its systems and services ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (d) Shall ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (e) Shall not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the other Councils has been obtained and the following conditions are fulfilled;
 - (i) The Council transferring the Personal Data has provided appropriate safeguards in relation to the transfer;
 - (ii) The data subject has enforceable rights and effective legal remedies;
 - (iii) The Council transferring the Personal Data complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred
- (f) Shall assist the other Councils in responding to any request from a data subject and in ensuring compliance with their obligations under the Data Protection Legislation with respect to security breach notifications impact assessments and consultations with supervisory bodies;
- (g) Shall use its reasonable endeavours to procure that all relevant sub-contractors and third parties comply with this clause 25.

25.3 The Councils shall not disclose Personal Data to any third parties other than:

- (a) To employees and sub-contractors and third parties to whom such disclosure is reasonably necessary in order for the Councils to discharge the Councils' obligations in relation to this Agreement; or
- (b) To the extent required under a court order or to comply with any applicable laws

provided that any disclosure to any sub-contractor or any third parties under clause 25.3 shall be made subject to written terms substantially the same as, and no less stringent than, the terms contained in this clause 25 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 third parties are required to make under clause 25 immediately they are aware of such a requirement.

- 25.4 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. Within five 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 Data Protection Legislation. Each Council shall use its reasonable endeavours to ensure that the sub-contractors and any third parties also comply with such request from any other Council.
 - 25.6 All Councils shall ensure that any Personal Data they obtain and provide to any other Council has been lawfully obtained and complies with the Data Protection Legislation and that the use thereof in accordance with this Agreement shall not breach any of the provisions of the Data Protection Legislation.
 - 25.8 Each Council shall provide the other Councils as soon as reasonably practicable, with such information in relation to Personal Data and their processing as the other Councils 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 comply with its obligations under this clause and the Data Protection Legislation.
 - 25.9 Each Council shall take reasonable precautions (having regard to the nature of their respective obligations under this Agreement) to preserve the integrity of any Personal Data.
 - 25.10 The Councils shall continually review any existing information sharing protocols being used in relation to this Agreement to ensure they remain relevant and to identify which Personal Data needs to be processed and on what basis to ensure compliance with this clause 25.
 - 25.11 Each Council shall maintain complete and accurate records to demonstrate its compliance with this clause 25.
- 26. Freedom of Information**
- 26.1 The parties recognise that the Councils are public authorities as defined by FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of an Information Request.

- 26.2 The Councils shall assist each other in complying with their obligations under FOI Legislation, including but not limited to assistance without charge in gathering information to respond to an Information Request.
- 26.3 Any Council shall be entitled to disclose any information relating to this Agreement and the Specified and Agreed Functions in response to an Information Request save that in respect of any Information Request which is in whole or part a request for Exempt Information.
- 26.4 The Council which receives the Information Request shall circulate the Information Request and shall discuss it with the other Councils and the Director of Operations.
- 26.5 The Council which receives the Information Request shall in good faith consider any representations raised by other Councils when deciding whether to disclose Exempt Information and
- 26.6 The Council which receives the Information Request shall not disclose any Exempt Information beyond the disclosure required by FOI Legislation without the consent of the Council or Councils to which it relates.
- 26.7 The parties to this Agreement acknowledge and agree that any decision made by a Council which receives an Information Request as to whether to disclose information relating to this Agreement pursuant to FOI Legislation is solely the decision of that Council. A Council will not be liable to any party to this Agreement for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to an Information Request.

27. Intellectual Property

- 27.1 Each Council will retain all Intellectual Property in its Material.
- 27.2 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 discharge of the Councils' obligations in relation to this Agreement whether or not the Council granting the licence remains a party to this Agreement.
- 27.3 Without prejudice to clause 27.1, if more than one 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 Council can demonstrate that it independently supplied or created the relevant IP Material without the help of one 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.
- 27.4 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 shall have a non-exclusive, perpetual right to continue to use the licensed Intellectual Property.

27.5 Each Council warrants that it has or will have the necessary rights to grant the licences set out in clause 27.2 and 27.3 in respect of the IP Material to be licensed.

27.6 Each Council agrees to execute such further documents and take such actions or do such things as may be reasonably requested by any other Councils (and at the expense of the Council or Councils making the request) to give full effect to the terms of this Agreement.

28. Language

28.1 The Joint Committee shall arrange for the Specified and Agreed Functions to be discharged in such a way that each of the Councils comply with their duties under the Welsh Language (Wales) Measure 2011

29. Severability

29.1 If at any time any clause or part of a clause or schedule or appendix or part of a schedule or appendix to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:

(a) That shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.

(b) The parties shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the laws of that jurisdiction and so that the amended Agreement complies with the laws of that jurisdiction.

30. Relationship of Parties

30.1 Each of the parties is an independent organisation and nothing contained in this Agreement shall be construed to imply that there is any relationship between the parties of partnership or principal/agent or of employer/employee. No party shall have any right or authority to act on behalf of another party nor to bind another party by contract or otherwise except to the extent expressly permitted by the terms of this Agreement.

31. Third Party Rights

31.1 The 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.

32. Entire Agreement

32.1 This Agreement and all documents referred to in this Agreement set forth the entire agreement between the parties with respect to the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the parties. Each party acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those

contained in this Agreement and that its only remedies are for breach of this Agreement, provided that this shall not exclude any liability which either party would otherwise have to the other in respect of any statements made fraudulently by or on behalf of it prior to the date of this Agreement.

33. Law of Agreement or Jurisdiction

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

34. Discretion of the Councils

34.1 The discretion of any Council shall not be fettered or otherwise affected by the terms of this Agreement.

THE COMMON SEAL OF

[] Council

was affixed in the presence of

SIGNED BY

Duly authorised for and

on behalf of Welsh Local Government Association

in the presence of

Schedule 1 Constitution of the Joint Committee

- 1 All 22 Councils shall appoint one representative as voting members of the Joint Committee.
- 2 The Joint Committee shall appoint one of its voting members as chair and one of its voting members as vice chair.
- 3 Unless they have already been appointed by their Council as its representative the Councils shall appoint the following persons (subject to the agreement of such persons) as non-voting members of the Joint Committee:
 - 3.1 A WLGA spokesperson for health and social services.
 - 3.2 A WLGA deputy spokesperson for health and social services.
 - 3.3 The executive leader or a deputy in respect of one of those roles of the Host Council.
 - 3.4 The Co-chairs of the Combined Governance Board .
- 4 The relevant Councils may nominate one or more substitute members from, subject to notification being given to the officer acting as Monitoring Officer to the Joint Committee before the start of the meeting. The member appointed as a substitute shall have full voting rights where the member for whom they are substituting does not attend.
- 5 Each voting member of the Joint Committee shall comply with the Code of Conduct of their Council when acting as a Member of the Joint Committee.
- 6 The Host Council or, as the case may be the relevant councils may remove any voting member or substitute voting members of the Joint Committee and appoint a different representative of the Host Council or, as the case may be, the same council as the member or substitute being replaced by giving written notice to the officer who is acting as Monitoring Officer to the Joint Committee.
- 7 Each voting member of the Joint Committee shall have one vote.
- 8 Each member of the Joint Committee shall serve upon the Joint Committee for as long as he or she is appointed to the Joint Committee by the relevant Councils but a member shall cease to be a member of the Joint Committee if he or she ceases to be a member of the Council of which he or she was a member when he or she was appointed to the Joint Committee or if the Councils remove him or her as a member of the Joint Committee.
- 9 Any casual vacancies howsoever arising shall be filled by the Councils by notice in writing sent to the officer who is acting as Monitoring Officer to the Joint Committee.
- 10 Unless otherwise agreed by the Councils, meetings of the Joint Committee shall be held at the offices of the WLGA, Host Council or virtually.
- 11 The Joint Committee shall meet at least once annually unless otherwise determined by the Joint Committee.

- 12 The officer who is acting as Monitoring Officer to the Joint Committee shall call additional meetings at the direction of the chair by providing at least five clear days' notice to members of the Joint Committee, for the purposes of resolving urgent matters arising between the bi-monthly meetings of the Joint Committee. The officer who is acting as Monitoring Officer to the Joint Committee must call a meeting of the Joint Committee if all the voting members of the Joint Committee request it or the Head of Paid Service of each Council requests it.
- 13 Meetings shall be notified to members of the Joint Committee by the officer who is acting as Monitoring Officer to the Joint Committee.
- 14 The officer who is acting as Monitoring Officer to the Joint Committee shall send electronically to all members and relevant officers of each Council the agenda for each meeting of the Joint Committee no later than five clear days before the date of the relevant meeting.
- 15 The officer who is acting as Monitoring Officer to the Joint Committee shall arrange for written minutes to be taken of each meeting of the Joint Committee and shall present them to the Joint Committee at its next meeting for approval as a correct record. The Officer who is acting as Monitoring Officer to the Joint Committee shall circulate the minutes to the Councils prior to the next meeting of the Joint Committee. If the Joint Committee confirms that the minutes contain an accurate record of the previous meeting, those minutes shall be signed by the chair or vice-Chair.
- 16 A meeting of the Joint Committee shall require a quorum of 60% of the voting members. If there is a quorum of members present but neither the chair nor the vice-chair is present, the members present shall designate one member to preside as chair for that meeting.
- 17 Subject to the provisions of any enactment all questions coming or arising before the Joint Committee shall be decided by a majority of the members of the Joint Committee immediately present and voting thereon. In the case of an equality of votes the chair shall have a casting vote. Subject to paragraph 18 below all voting shall be by a show of hands.
- 18 Any member of the Joint Committee may request the Joint Committee to record the votes of individual members of the Joint Committee on a matter for decision.
- 19 The order of business shall be indicated in the agenda for the meeting.
- 20 Any member of the Councils who is not a member of the Joint Committee is entitled to attend the Joint Committee but he or she shall not be entitled to vote, shall not take part in the consideration or discussion of any business, save by leave of the chair and comments will be recorded only on the direction of the chair.
- 21 The public may be excluded from a meeting of the Joint Committee during an item of business whenever it is likely, in view of the nature of the business to be transacted or the nature of the proceedings that if members of the public were present during that item, confidential information as defined in section 100A(3) of the Local Government Act 1972 or exempt information as defined in section 100I of the Local Government Act 1972 would be disclosed to them. In view of the sensitivity of the matters for which the Joint Committee is

responsible it is to be expected that most business to be transacted at meetings of the Joint Committee will include confidential or exempt information but the Joint Committee will consider this in respect of every item of business to be considered at a meeting of the Joint Committee.

- 22 Unless members of the public are excluded from a meeting of the Joint Committee in accordance with paragraph 21 above meetings of the Joint Committee will be open to the public.
- 23 Members of the public wishing to address the Joint Committee (or a sub-committee of the Joint Committee) on reports contained within the agenda for the meeting shall be given the opportunity to do so.
- 24 Each Council may call in any decision of the Joint Committee in accordance with the overview and scrutiny provisions of that Council's constitution. If any decision of the Joint Committee is subject to call in by a Council, the Joint Committee shall take no action to implement that decision unless the call in process upholds the decision.
25. The Joint Committee may delegate a function to an officer.

Schedule 2 Terms of Reference of the NAS Combined Governance Board

Functions and responsibilities of the Combined Governance Board

- 1 The Combined Governance Board shall have the following responsibilities:
 - 1.1 To provide political and professional leadership and advice to inform the overall strategic direction of the National Adoption Service in Wales.
 - 1.2 To hold the Regional Collaboratives (and their staff), the Director of Operations and central team, the VAA's and other services accountable for the delivery and performance of their services within the National Adoption Service arrangements.
 - 1.3 To approve for submission to the Joint Committee as prepared by the Director of Operations / central team.
 - An annual programme of work for the National Adoption Service.
 - A half year and full year progress report for the Welsh Local Government Association (WLGA – Full Council), the Minister for Health and Social Service and the Welsh Government.
 - The budget and financial management arrangements of services and the office of the Director of Operations.
 - 1.4 To monitor and have oversight of:
 - The performance of the National Adoption Service to ensure its successful delivery and improvements in the adoption process to lead to positive outcomes for children and adults affected by adoption.
 - The quality of engagement with the Voluntary Adoption Agencies (VAAs) and service user representatives at central and regional levels.
 - Compliance with the Powers of Direction [This needs to be defined].
 - Compliance with the Conflict of Interest Protocol [This needs to be defined].
 - 1.5 To consider and make recommendations for the future direction of the National Adoption Service using:
 - Information and data, including from the National Performance System in relation to the services as a whole, each Regional Collaborative, the VAA's and other services.
 - Professional and best practice advice from the sector.
 - The views of children, young people and adults who use services.
 - Other evidence including reports from the Director of Operations.

- 1.6 To ensure arrangements are in place for the flow of information, including receipt of minutes and papers, between the Combined Governance Board and:
- The Joint Committee.
 - Regional Management Committees.
 - Local government members and officers across Wales.
 - Equivalent bodies in VAA's and other services.
- 1.7 To encourage and enable the statutory and voluntary sectors to work in partnership to deliver the best outcomes for children and adults affected by adoption.
- 1.8 To ensure that the views of all stakeholders, including those who use adoption services, are represented effectively both at national and regional levels.
- 1.9 To ensure the National Adoption Service is working within Welsh Government guidance and strategies for children particularly looked after and adopted children.
- 1.10 To ensure that due consideration is given to the need for Welsh Language services in planning and delivery of adoption services throughout Wales.
- 1.11 To support the delivery of adoption services through the National Adoption Service arrangements to ensure it reflects the best possible practice and is based on a culture of continuous improvement.
- 1.12 To notify Joint Committee and Welsh Ministers of any issues regarding the National Adoption Service which it considers need to be drawn to their attention.
- 2 Membership of the Combined Governance Board will comprise of:
- WLGA Spokesperson for Health and Social Services or their representative.
 - WLGA Deputy Spokesperson for Health and Social Services
 - Independent Chair of the National Adoption Service Advisory Group (Chair of the Advisory Group and Co-Chair of the Combined Governance Board Meeting).
 - Leader (or nominated executive representative) of Host Council.
 - Elected member representative for each of the 5 Regional Adoption Collaboratives (from which the Vice Chair will be drawn).
 - Director / Head of Service from each of the Regional Collaboratives.
 - Senior officer representative of the Host Council.
 - Representative of the 5 VAAs in Wales.
 - Officer representative from the WLGA.

- Representative from the Association of Directors for Social Services Cymru (ADSSC).
 - Representative of Association of Directors of Education in Wales (ADEW).
 - A Designated doctor for Safeguarding/Looked After Children.
 - A current RAC Adoption Panel Medical Advisor.
 - Child and Adolescent Mental Health Services (CAMHS) representative.
 - Representative of a Social Research Centre (currently Cardiff University, CASCADE).
 - Representative of Children's Commissioner for Wales.
 - Representative of CAF/CASS Cymru
 - Citizen or service user.
 - Legal services representative from the Host Council.
 - Director of Operations, National Adoption Service and secretariat.
- 3 The Joint Committee may invite other persons to attend meetings of the Combined Governance Board as observers.
- 4 The terms of reference of the Combined Governance Board shall be reviewed by the Joint Committee at least once a year which may make recommendations to the Joint Committee regarding the amendment of the terms of reference.

Schedule 3 Notice Provisions

Welsh Local Government Association
One Canal Parade,
Dumballs Road
CARDIFF
CF10 5BF

Blaenau Gwent County Borough Council
Municipal Offices
Civic Centre
Ebbw Vale
NP23 6XB

Bridgend County Borough Council
Civic Offices
Angel Street
Bridgend
CF31 4WB

Caerphilly County Borough Council
Ty Penalta
Tredomen Park
Ystrad Mynach Hengoed
CF82 7PG

The County Council of the City and County of Cardiff
County Hall
Cardiff
CF10 4UW

Carmarthenshire County Council
County Hall
Carmarthen
Carmarthenshire
SA31 1JP

Ceredigion County Council
Neuadd Cyngor
Ceredigion
Penmorfa
Aberaeron
Ceredigion
SA46 OPA

Conwy County Borough Council
Bodlondeb
Bangor Road
Conwy
LL32 8DU

Denbighshire County Council
County Hall
Wynnstay Road
Ruthin
LL15 1YN

Flintshire County Council
County Hall
Mold
CH7 6NB

Gwynedd Council
Council Offices
Shirehall Street
Caernarfon
LL55 1SH

Isle of Anglesey County Council
Council Offices
Llangefni
LL77 7TW

Merthyr Tydfil County Borough Council
Civic Centre
Merthyr Tydfil
CF47 8AN

Monmouthshire County Council
PO Box 106
Caldicot
NP26 9AN

Neath Port Talbot County Borough Council
Port Talbot Civic Centre
Port Talbot
SA13 1PJ

Newport City Council
Civic Centre
Godfrey Road
Newport
NP20 4UR

Pembrokeshire County Council
County Hall
Haverfordwest
Pembrokeshire
SA61 1TP

Powys County Council
Powys County Hall
Spa Road East
Llandrindod Wells
Powys
LD1 5LG

Rhondda Cynon Taf County Borough Council
The Pavilions
Cambrian Park
Clydach Vale
Tonypany
CF40 2XX

The Council of the City and County of Swansea
Civic Centre
Oystermouth Road
Swansea
SA1 3SN

Torfaen County Borough Council
Civic Centre
Pontypool
Torfaen
NP4 6YB

Vale of Glamorgan Council
Civic Offices
Holton Road
Barry
Vale of Glamorgan
CF63 4RU

Wrexham County Borough Council
The Guildhall
Wrexham
LL11 1AY

[The Councils to provide details of fax numbers and e-mail addresses.]

Schedule 4 Financial Memorandum

- 1 The core budget for the office of the Director of Operations and national functions of the National Adoption Service is provided by a 'top slice' of the Revenue Support Grant and made available to the NAS via the Welsh Local Government Association. This arrangement was agreed by the Co-ordinating Committee of the WLGA in March 2014 as part of its agreement to the proposals to establish NAS.
- 2 The Councils shall ensure that:
 - 2.1 The Joint Committee, the Combined Governance Board and the Director of Operations make appropriate use of the National Adoption Services budget to perform their functions and to facilitate achievement of the aims in clause 2 of this Agreement;
 - 2.2 There are adequate financial and accounting procedures for the purposes of this Agreement.
- 3 The Host Council will provide the financial administrative accounting system and appropriate associated support for the discharge of the Specified and Agreed Functions on behalf of the Councils. Subject to the statutory role of each Council's Section 151 Officer in relation to their Council, the Host Council shall provide for the purposes of this Agreement the services of its Section 151 Officer to the Joint Committee.
- 4 The Director of Operations shall submit annual monitoring reports to the Joint Committee which shall include explanations for any variances against the profiled budget.
- 5 The Joint Committee shall review the expenditure and forecast to ensure that the allocated budget is being correctly adhered to.
- 6 The Joint Committee shall be presented with a report on the proposed use of the budget for the discharge of the Specified and Agreed Functions for approval on behalf of the Councils for the following financial year.
- 7 The Host Council shall apply its Financial Regulations and Contract Procedure Rules to the discharge of the Specified and Agreed Functions on behalf of the Councils pursuant to this Agreement.
- 8 Proportionate Basis of liability of the Councils:

The Proportionate Basis for which each Council shall be liable for costs under an indemnity provided under clause 15 shall be that the Councils shall reflect the proportion that the population of each Council's area makes of the total population of Wales.

Schedule 5 Specified and Agreed Functions and Services

1 Service Vision

- 1.1 The Councils wish to use the joint discharge of the Specified Functions to improve the performance of the Councils and partners in meeting the needs of those children who require permanence through adoption by bringing together the best practice from each authority and partner into an integrated adoption service and similarly for an agreed range of fostering functions .
- 1.2 The Councils agree that the joint discharge of the Specified and Agreed Functions should be underpinned by the guiding principles that looked after children and prospective adopters alike are advantaged by the joint discharge of functions and that the joint discharge of functions is demonstrably more efficient and flexible in delivering the Services.

2 Aims, Principles and Objectives of the joint discharge of the Specified Functions for adoption services

- 2.1 Enabling the Councils to comply with their obligations under the Directions.
- 2.2 Delivering a comprehensive adoption service at a national level.
- 2.3 Exercising oversight of Councils' compliance with legislation, regulations, minimum standards, local procedures and the performance management framework set by the Welsh Government and accountable to the Senedd / Welsh Parliament in line with the Directions.
- 2.4 Ensuring that services are carried out in a timely and efficient way and based upon the assessed needs of those persons requiring the service.
- 2.5 Ensuring that persons seeking approval as adoptive parents are welcomed without prejudice and delay and that their applications are considered on their individual merit.
- 2.6 Developing a recruitment strategy which ensures a range of adoptive placements are available nationally or through external agencies to ensure timely placements for all children where the placement plan is adoption.
- 2.7 Providing a child focused placement service to ensure that children are appropriately matched with adopters who can meet their needs throughout their childhood.
- 2.8 Providing a range of pre and post adoption support and intermediary services in conjunction with statutory and voluntary sector providers.
- 2.9 Establishing effective working links with key stakeholders.

- 2.10 Maintaining effective working links with local authority children's services departments to ensure that agency functions in relation to children requiring adoptive placements are maintained.
- 2.11 Utilising and building upon examples of good practice and promote consistency, excellence and continuous improvement.
- 2.12 Complying with the requirements of external audit and inspection.
- 2.13 Ensuring that customer feedback and the views of service users are obtained and considered in the development of services.

3 Aims, Principles and Objectives of the joint discharge of the Agreed Functions for fostering services through Foster Wales

- 3.1 National leadership to ensure consistency of approach on a regional and local authority basis
- 3.2 Commission / monitoring of the programme management contract with Association for fostering and adoption Cymru (AFA Cymru) / creation of a post for this function plus oversight / support of programme manager's work
- 3.3 Maintaining a performance framework and supporting performance reporting at national and regional level to inform improvement
- 3.4 Production of annual report and any other reporting required
- 3.5 Administration of agreed Foster Wales national Governance arrangements and support to Regional Development Manager meetings, practice forums and task & finish groups
- 3.6 Promotion of best practice and culture of continuous improvement currently as below:
 - Oversight and ongoing development of the Foster Wales brand
 - Production of national Policy and Procedures handbook incl. for recruitment
 - Core Offer of support
 - Fees and Allowances
 - Learning and Development framework
- 3.7 Commissioning and contract monitoring of contracts required for FW work – incl. website, brand repository, national marketing mgr, launch & campaigns.
- 3.8 Administration of FW finance and grants and accountancy support. Securing resourcing through new / additional finance where possible.

4 The Specified and Agreed Functions

- 4.1 The Specified and Agreed Functions are:

- (a) The functions of the Director of Operations and central team including the following:
- Providing leadership to set the direction for NAS and Foster Wales including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning;
 - Reviewing progress including analysis of performance data and service information from the regions and VAA's;
 - Providing annual and mid-year reports each year for agreement by the Combined Governance Board, Joint Committee and submission to Welsh Ministers as well as to WLGA and ADSS-C where required;
 - Providing specific functions nationally to support and enable NAS operations (currently as below)
 - Establishing and maintaining a website for the National Adoption Service for Wales
 - Management of the Adoption Register for Wales (under contract from Welsh Government)
 - Commissioning and contracting national contracts to support service delivery functions and support
 - Maintaining arrangements for service user engagement across Wales
 - Leadership, matrix management oversight, advice and support to regions and VAA's
 - Promotion of best practice and a culture of continuous improvement throughout the NAS;
 - Securing appropriate resourcing through new / additional finance or re-profiling of existing as well as managing the central team allocation, grants and investment;
 - Strategic commissioning as necessary for the discharge of functions
 - Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Combined Governance Board
 - Promotion of adoption, including national PR and marketing and the provision of the 'face and voice' of adoption in Wales.
 - Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.
 - Providing specific functions nationally to support and enable Foster Wales operations (currently as below)
 - Establishing and maintaining a national website for Foster Wales

- Commissioning and contracting national contracts to support service delivery functions and support
- Leadership, matrix management oversight, advice and support to regions and LA's
- Promotion of best practice and a culture of continuous improvement
- Managing the central team allocation, grants and investment, enabling negotiations with funding bodies to secure ongoing resourcing.
- Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Lead Heads of Children's Services Group
- Promotion of Foster Wales, including national PR and marketing.
- Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.

5 The Services

- 5.1 The services of the host local authority for the national functions shall be the subject of a separate agreement but will include:
- 5.2 Office accommodation and allied facilities services
- 5.3 Employment of staff, associated human resource functions and advising on workforce planning / issues
- 5.4 Use of its IT systems and databases, including provision of a separate email domain/s and stand-alone websites as needed
- 5.5 Finance / accounting services, supporting management of core budget and grant aid including facilitating the transfer of funds to relevant local government or partners agencies of NAS and Foster Wales.
- 5.6 Information security advice and support, ensuring compliance with changing legislation
- 5.7 Facilitation of procurement and contracting requirements to deliver functions
- 5.8 Legal advice as required incl. for contracts.
- 5.9 Engagement of Officers and Members in governance arrangements as required by the Directions

Schedule 6 Terms of Reference for the Lead Head of Children's Services Group

1 Objectives and Scope

- 1.1 The main objectives of this group are:
- (a) To support the strategic oversight of Foster Wales
 - (b) To consider the implications at local and regional level arising from the transition to Foster Wales
 - (c) To consider the development needs of services at local, regional, and national level
 - (d) To seek and support solutions to overcome barriers and challenges
 - (e) To continue to develop and maintain collaboration across local authority fostering
 - (f) To consider reports presented, agree actions, make decisions, and monitor progress
 - (g) To consider performance reports and monitor KPIs as identified and agreed
 - (h) To make recommendations for future areas of work programme development

2 Membership

- 2.1 Core membership will include:
- (a) 6 x Regional designated Lead Head of Children's Services
 - (b) Director of the National Adoption Service
 - (c) 6 x Regional Development Managers
 - (d) A Director of Social Services
 - (e) Programme Manager
 - (f) An officer of the Welsh Local Government Association
- 2.2 Arrangements will be put in place to ensure good links between this meeting and members including briefing the WLGA spokesperson for health and Social Care or their nominated Deputy with responsibility for children's services.

3 Frequency of meetings

- 3.1 Meetings will be held at an agreed frequency no less than quarterly (currently monthly), dates and times will be scheduled and provided with advanced notice.

4 Accountability and communication

- 4.1 The group is accountable to the Joint Committee, which holds responsibility for overall oversight of the National Adoption Service and Foster Wales.
- 4.2 Regional representatives are responsible for ensuring that effective communication channels are in place. This should include mechanisms for the sharing of information, decisions, and outcomes from this group to relevant forums and individuals within their own region.

Schedule 7 Scheme of Functions Delegated to the Director of Operations

Part One

SCHEME OVERVIEW

1. Purpose

- 1.1. The National Adoption Service for Wales (NAS) operates in a multi-agency partnership context. This is a complex arrangement best described as a local government led collaborative with a range of different interfaces including the voluntary sector. In order that the NAS national / central team staff can carry out its functions effectively under the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015, it is essential that employees at all levels of the organisation are clear that they have the delegated authority to make decisions. It is also important that employees are clear where they do not have the authority to make decisions.
- 1.2. The Scheme of Delegation is the framework creating the authority to make a decision or discharge a function. Delegation also means that those to whom responsibility has been given are prepared to be accountable for the decisions they have been asked to make and the functions they discharge. Effective and transparent decision making also requires that those making a decision must be confident about the scope of their authority.
- 1.3. The aim of the Scheme of Delegation is to set out who has the authority to make decisions within the national / central team of the National Adoption Service for Wales. It is a companion document to the National Adoption Service in Wales Partnership Agreement and the Agreement for the Establishment of a Joint Committee for the National Adoption Service.
- 1.4. This Scheme of Delegation sets out who can carry out the functions. It does not explain how they are to be carried out. The NAS has adopted the procedures of the Host Council (Cardiff Council) which set out the rules for this. The Host Council is also the employer of NAS staff. As a result, NAS Officers must be familiar with the Host Council's:
 - Financial Procedure Rules (Part 4.6 of the Constitution)
 - Contract Standing Orders and any Procurement guidelines issued by the Host Council
 - Human Resources guidance and procedures
- 1.5. All powers within the Scheme of Delegation are to be exercised within approved budgets and all staffing and recruitment delegations take effect subject to approved HR guidelines.
- 1.6. At the commencement of this Agreement the full arrangements for Foster Wales are being developed but it is anticipated that its relationship to the Joint Committee will be the same as for NAS albeit that governance is managed through the Lead Heads of Children's Services (LHOCS) meeting and that delegated authority will operate in the same way. The Terms of Reference of the Lead Heads of Children's Services meeting are in Schedule 6 of this Joint Committee Agreement.

2. Arrangement of the Scheme of Delegation

- 2.1. . The Scheme of Delegation is arranged in three parts.
 - a) Scheme Overview
 - b) The Joint Committee and Combined Governance Board
 - c) The Director of Operations

3. The Joint Committee, Combined Governance Board and Regional Collaboratives

- 3.1. The complex nature of the arrangements has a number of key bodies either delivering the Adoption Services or setting overall strategy. They interact in a way that influences the approach to delegation.
- 3.2. The Joint Committee will, on behalf of the 22 Welsh Local Authorities, exercise their powers with reference to the provision of the collaborative arrangements for the National Adoption Service for Wales (NAS) and for Foster Wales (FW). It will be underpinned by a legal agreement (Joint Committee Agreement) and be comprised of Council Members. Its role will be to oversee the work of NAS and Foster Wales and specifically approve / receive the below:
 - The Annual Reports of NAS and of Foster Wales;
 - The annual programmes of work for the NAS and for Foster Wales;
 - The budget/s for the office of the Director and the national work of NAS and for Foster Wales; and
 - The agreement, and any changes required, for the Host Council support of the office of the Director to enable it to facilitate the work of NAS and FW.
- 3.3. For NAS (only) it will also oversee how the authorities work together to exercise their powers and comply with the National Assembly Directions (now Senedd Wales).
- 3.4. The Joint Committee has primary responsibility for the delegation framework as it may delegate a function to an officer.
- 3.5. The terms of reference for the Combined Governance Board are contained in schedule 2 of the Agreement for the Establishment of a Joint Committee for the National Adoption Services. The schedule indicates the Board must approve as prepared by the Director of Operations / central team the following:
 - An annual programme of work for the National Adoption Service.
 - A half year and full year progress report for the Welsh Local Government Association (WLGA – Full Council), the Minister for Health and Social Service and the Welsh Government.
 - The budget and financial management arrangements of services and the office of the Director of Operations.
- 3.6. The terms of reference also hold the following accountable for the delivery and performance of their services within the NAS arrangements:
 - Regional Collaboratives (and their staff),
 - the Director of Operations and central team,
 - the Voluntary Adoption Agencies and other services
- 3.7. In order to support the work of the Combined Governance Board the Director of Operations will prepare the items listed in section 3.3 using the support of the Host Council where appropriate.
- 3.8. As the lead executive of the NAS, the Director of Operations has delegated authority from the Joint Committee to manage the organisation. The Director of Operations is also responsible for delegating other decision-making responsibilities to officers within NAS.
- 3.9. The Joint Committee delegates to the Combined Governance Board or Director of Operations all matters which it does not reserve to itself for decision.

- 3.10. The Director of Operations shall provide regular reports to the Combined Governance Board and Joint Committee on the discharge of the Specified Functions .
- 3.11. The delegation of functions and responsibilities both from the Joint Committee and the Director of Operations requires those using delegated authority to carry out those functions in a way that will not prevent the effective discharge of any functions or bring the NAS into disrepute or in any other way have an adverse effect on the NAS.
- 3.12. The scheme of delegation can be removed by the Joint Committee if it takes a formal decision to do so. In these circumstances the Joint Committee would assume those responsibilities that it had previously delegated or delegate these responsibilities to the Combined Governance Board. The Director of Operations can also remove delegations they have granted to their team and in doing so would assume the previously delegated responsibilities or transfer these to another member of their team.
- 3.13. Each region is made up of a number of specified local authorities. These are regional collaboratives overseen by Regional Management Boards. For the NAS to work effectively Partnership Agreement states there should be robust links between RMBs, the Combined Governance Board and the central team (led by the Director of Operations). The RMBs are required to produce an annual report submitted to the Director of Operations by 31st May each year. Other aspects of regional working include the Regional Joint Committees, Regional Operation Groups and a lead authority for each region.
- 3.14 There is no legislation underpinning Foster Wales. Existing regional meetings link to the national Lead Heads of Children's Services meeting which in turn reports to the Joint Committee.

4. Principles of Delegation

- 4.1. The scheme of delegation has a number of principles that underpin the approach adopted so that the transfer of responsibility for a task or function from the Joint Committee, Board Meeting or Director of Operations does not change the overall accountability.
- The Joint Committee, Combined Governance Board LHOC's meeting and the Director of Operations remain accountable for all their functions, even those they have delegated. In order to be assured that the responsibilities that they have delegated are being discharged properly they require information about the exercise of those functions. Appropriate management oversight must be exercised to ensure there is sharing of delegated decisions.
 - In order to make sound decisions, the authority to take decisions must be supported by appropriate skills and knowledge. Those exercising delegated decision-making powers must be made aware of the decisions that have been delegated to them, the limits of their authority and have access to relevant advice if appropriate.
 - A record of delegated decisions will be kept and shared with the Joint Committee and the Combined Governance Board. The frequency of the information to be received will be determined by the Joint Committee and Board but should not be less than quarterly. Where a decision has been formally delegated to the Director of Operations by the Joint Committee or the Combined Governance Board, the decision to delegate will be recorded in the Committee or Board minutes. The decision and its outcome will then be contained in a separate section within the Director of Operations' Quarterly Report to the following

Combined Governance Board. An equivalent process will be developed for Foster Wales

- If the post holder for a delegated decision is absent the line manager will be expected to make the decision. Should the decision be urgent, and a matter delegated to the Director of Operations the Chair of the Combined Governance Board will be able to make the decision in consultation with the Board and, in the case of the absence of the Director of Operations, the relevant staff reporting to the Director of Operations.
- Where a delegated decision is viewed by the postholder as requiring further discussion due to the sensitivity of the issue they should consider approaching the Director of Operations for advice. In the case of the Director of Operations this would involve the Chair of the Joint Committee or the Combined Governance Board as appropriate.

5. Variation, ownership and review of the scheme

- 5.1. The constitution of the Joint Committee includes authority to delegate a function to an officer (Schedule 1, paragraph 25). Variations to the Scheme of delegation will be approved by the Joint Committee and any deviation from it must be approved by the Joint Committee, with such deviations being reported to the next meeting.
- 5.2. For administrative purposes, the Director of Operations, on behalf of the Joint Committee, is the manager of the Scheme of Delegation and will keep the scheme under review in consultation with the Joint Committee Monitoring Officer who will be required to comment on the proposals. Any suggested amendments will be subject to consultation with the Combined Governance Board. Any proposed changes will be submitted to the Joint Committee unless authority to amend the scheme is delegated to the Combined Governance Board. If delegation occurs any changes to the Scheme of Delegation will be reported to the next Joint Committee.
- 5.3. However, the Scheme will be updated as often as is necessary to ensure it remains current, following review and consultation in accordance with paragraph 5.2.

Part Two

The Joint Committee, the Combined Governance Board, Regional Collaboratives, Lead Heads of Children's Services meeting and Director of Operations

a. The Joint Committee

1. The Agreement for the Establishment of a Joint Committee for the National Adoption Service indicates Welsh Councils have agreed to establish and participate in a joint committee to facilitate the delivery of the Specified and Agreed Functions with a view to their economical, efficient and effective discharge.
2. The Joint Committee is specifically responsible for:
 - a. The overall scheme of delegation;
 - b. establishing and delivering the NAS and Foster Wales strategic aims and objectives consistent with its overall strategic direction and within the agreed Welsh Government policy;
 - c. strategic direction and decisions as submitted by the Combined Governance Board and LHOC's meeting;
 - d. ensuring that the responsible minister is kept informed of any changes which are likely to impact on NAS strategic direction or the delivery of the

obligations set out in the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015.

b. The Combined Governance Board

3. The terms of reference of the Combined Governance Board (the Board) indicates the overall role is to provide strategic direction and decisions for submission to the Joint Committee to facilitate the delivery and improvement of adoption services on Wales through the National Adoption Service (NAS) arrangements.
4. The Board also holds the Regional Collaboratives and the Director of Operations and central team accountable for delivery and performance of their services within the NAS arrangements.
5. The Board is responsible for ensuring the Director of Operations has adequate resources to discharge the Specified Functions and deliver an effective NAS. In coming to a decision whether to recommend this to the Joint committee the Board will rely on the advice of the Director of Operations.

c. Regional Collaboratives

6. The Regional Collaboratives must provide an annual report to the Director of Operations by 31st May covering
 - a. The performance of the regional collaborative against the performance measures in the National Performance Management Framework
 - b. An analysis of the implementation of the annual work programme and plans to address any under-performance
 - c. Plans to develop the adoption service within the region in accordance with the national business priorities
 - d. Information regarding the resolution of complaints and determination of disputes at local and regional level and any impact on the provision of adoption services
7. The Scheme of Delegation recognises that the Director of Operations will need to act on behalf of the Combined Governance Board and the Joint Committee when working with the Regional Collaboratives.
8. The Scheme of Delegation recognises that the Director of Operations is not only a member of the Combined Governance Board but is also the principal professional advisor on delivery and improvement of adoption services in Wales through the National Adoption Service arrangements. This will include providing advice to the Joint Committee and Combined Governance Board on the Regional Collaborative arrangements including reporting on the position to the Board based on the reports that Regional Collaboratives must provide to the Director of Operations by 31st May of each year

d. The Director of Operations

7. The scheme of delegation will operate to enable the Director of Operations to carry out the following Specified and Agreed Functions:
 - a. Providing leadership to set the direction for NAS including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning;
 - b. Reviewing progress including analysis of performance data and service information from the regions and VAA's;
 - c. Providing annual and mid-year reports each year for agreement by the Combined Governance Board, Joint Committee, and submission to

Welsh Ministers as well as to WLGA and ADSS-C where required;
and

- d. Providing specific functions nationally to support and enable NAS operations including those outlined in the table below.

MATTERS DELEGATED BY THE JOINT COMMITTEE TO THE DIRECTOR OF OPERATIONS. (The delivery of these delegated functions will be overseen on a day-to-day basis by the Combined Governance Board for NAS and the Lead Heads of Services meeting for Foster Wales)

Strategic Direction and Business Planning

The Director of Operations is responsible for:

- Overseeing the development of the annual programme of work and budget for the National Adoption Service (incl.Foster Wales). This will include a medium term (3 year) financial plan accompanied by the assumptions on which longer term planning is based
- A half year and full year progress report for the Welsh Ministers and the Welsh Government with required oversight of the Combined Governance Board and the Joint Committee.

Financial Management, Commissioning, Propriety and Value for Money

The Director of Operations is responsible for:

- Ensuring the NAS stays within its overall budget
- Ensuring the NAS operates within the financial regulations of the Host Council
- Signing agreements or other documents on behalf of the Joint Committee and/or the Combined Governance Board
- Securing appropriate resourcing through new/additional finance or reprofiling of existing as well as managing the central team allocation, grants and investment
- Ensuring the NAS complies with any requirements to publish information as required by legislation and the Welsh Government
- Approving the level of delegation for non-pay expenditure within the overall delegation scheme as approved by the Joint Committee and/or the Combined Governance Board
- Approving those posts as having the responsibility of Budget Holder
- Authorising contracts up to £1m, and in excess of £1m in conjunction with the Combined Governance Board
- Taking overall responsibility for the control of the NAS's fixed assets
- Ensures the Host Council's agreed systems of control are applied within the NAS to protect against fraud and losses including data losses
- Strategic Commissioning as necessary for the discharge of functions
- Ensuring all staff are aware that the NAS operates within the Host Council's:
 - Financial Regulations and procedures;
 - Contract Standing Orders and any Procurement guidelines issued by the Host; and
 - Human Resources guidance and procedures

Risk Management and Assurance

The Director of Operations is responsible for:

- Ensuring the risks to the Annual Plan are identified, assessed, managed and escalated where necessary in accordance with the Host Council's risk management policy
- Monitoring, controlling and assuring the Joint Committee and Combined Governance Board of the business and regulatory risks for which they are responsible

Information and Information Governance

The Director of Operations is responsible for:

- Understanding and addressing the risks to the information assets under their control or delegated to them by the Joint Committee and/or Combined Governance Board
- Providing assurance to the Host Council's SIRO on the security and use of information assets
- Ensuring data is managed in accordance with the requirements of the Data Protection Act 1998
- Approving the release of information about the provision of National Adoption Services
- Establishing and maintaining a website for the National Adoption Service for Wales
- Promotion of adoption, including PR and marketing and the provision of the 'face and voice' of adoption in Wales
- Management of the Adoption Register for Wales (under contract from the Welsh Government)
- Maintaining arrangements for service user engagement across Wales

Dispute Resolution

The Director of Operations is responsible for:

- Producing and implementing a plan to resolve any dispute that arises in relation to any aspect of the Agreement for the Establishment of a Joint Committee for the National Adoption Service

Regional Arrangements and Regional Collaboratives

- Advising the Joint Committee and/or the Combined Governance Board on the working arrangements for the Regional Collaboratives
- Leadership, matrix management oversight, advice and support to regions and VAA's
- Maintaining arrangements for national governance and allied sub/task & finish groups to engage stakeholders in carrying out the actions/work agreed by the Combined Governance Board

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 12



FLINTSHIRE COUNTY COUNCIL

Date of Meeting	Tuesday 24 th May 2022
Report Subject	Appointment of a Lay Person to the Governance and Audit Committee
Report Author	Chief Officer (Governance)

EXECUTIVE SUMMARY

The Local Government and Elections (Wales) Act 2021 requires the Council to ensure that 1/3 of the membership of the Governance and Audit Committee are Lay Persons. The intention of the legislation is to make the Committee visibly more independent in its oversight of Council processes.

Until now the Committee has consisted of 7 elected Councillors and 2 Lay Persons. To bring it into line with the legislation Council noted at its meeting in 1 April 2021 the need to increase the number of lay members by 1 and reduce the number of elected Councillors by 1.

As reported to Council in February 2022, we have needed to advertise the position twice in order to attract an appointable candidate, despite combining our recruitment efforts with a national series of adverts placed by the WLGA.

Interviews were held on Wednesday 30th March and the interview panel recommends that Brian Harvey is appointed.

RECOMMENDATIONS

1	That Council appoints Brian Harvey to the Governance and Audit Committee until 31 December 2027.
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REPORT DETAILS

1.00	EXPLAINING THE NEED TO APPOINT A LAY PERSON
1.01	The Local Government and Elections (Wales) Act 2021 requires the Council to ensure that Lay Persons make up 1/3 of the membership of the Governance and Audit Committee. This is to increase the visible independence and impartiality of the Committee which oversees the adequacy and effectiveness of the Council's governance processes.
1.02	The Committee already includes 2 Lay Persons, who have been recruited based on their skills and experience. The Council noted at its meeting on 1 April 2021 the need to increase the number of Lay Persons to 3 and reduce the number of elected Councillors to 6. This decision is referenced in a report earlier in the agenda. As also noted earlier a Lay Person must be the chair of the Committee though the vice chair can be an elected councillor.
1.03	The Council advertised twice for applicants. We received 6 applications in total. They were all interviewed by a panel consisting of members appointed by reason of their role/position ("ex officio") as follows: <ol style="list-style-type: none">1) Chair of the Governance and Audit Committee – Cllr Chris Dolphin at the first interviews2) Chair of Council – Cllr Joe Johnson at the second interviews3) Cabinet member for Finance and Social Value – Cllr Paul Johnson4) Member of the Governance and Audit Committee – Cllr Arnold Woolley5) Lay Person on the Governance and Audit Committee – Sally Ellis (who is also the vice chair) for the first round of interviews and Allan Rainford for the second interviews.
1.04	The second interview panel unanimously agreed that it should recommend Brain Harvey for appointment. A pen portrait of the candidate is attached at Appendix 1 for information.

2.00	RESOURCE IMPLICATIONS
2.01	There were no resource implications as the post as advertised through the WLGA, our website and through local network groups so no costs were incurred.

3.00	RISK MANAGEMENT
3.01	The application pack specified the essential characteristics required for the position of Lay Member. Each applicant's suitability was assessed using both the application form and a mix of pre-set interview questions (which were drafted to bring out each requirement) and follow up questions.

3.02	The advert and application pack were published bilingually and applicants were asked whether they wished to be interviewed in Welsh.
4.00	CONSULTATIONS REQUIRED/CARRIED OUT
4.01	Interview Panel.
5.00	APPENDICES
5.01	Appendix 1 – Pen Portrait of Brian Harvey.
6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	Application pack and advert
7.00	CONTACT OFFICER DETAILS
7.01	Contact Officer: Gareth Owens, Chief Officer (Governance) Telephone: 01352 702344 E-mail: gareth.legal@flintshire.gov.uk
8.00	GLOSSARY OF TERMS
8.01	None.

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PEN PORTRAIT: REV'D BRIAN HARVEY

Brian has a degree in business studies and worked for several years as Head of Customer and Media Relations for the metropolitan borough of Knowsley. He managed the successful implementation of the one-stop shop model of service delivery, as well as a programme of customer care training throughout the authority. He was subsequently appointed Assistant Chief Executive, with responsibility for policy and management.

Following a move to North Wales, he worked for the Audit Commission, undertaking best value inspections in local authorities. He has also worked as diocesan secretary for the diocese of St Asaph, overseeing its management and finances. After ordination, whilst continuing as diocesan secretary, he had oversight of the parishes of Nannerch, Cilcain and Rhydymwyn. A move to be full-time rector of Flint followed, where he remained until his retirement last year.

Brian served as an independent member of Flint Town Council, latterly as chair of the Finance and Policy Committee. He was appointed to the project board of the Flint Health and Wellbeing Centre and also as governor of two local schools.

He continues to serve as a governor of Flint High School and is chair of its Finance Scrutiny Committee. He is also a board member of *Double Click*, which offers training to people with mental health issues.

Flintshire has been a part of his life for many years and he welcomes the chance to continue an association with it.

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 14



FLINTSHIRE COUNTY COUNCIL

Date of Meeting	Tuesday 24 th May, 2022
Report Subject	Petitions Received at Council
Report Author	Chief Officer (Governance)

EXECUTIVE SUMMARY

At County Council, Members are able to submit petitions on behalf of constituents. At the October 2018 meeting, it was agreed to prepare a report showing to which portfolio petitions had been assigned and what actions had been taken as a result of those petitions.

RECOMMENDATIONS

1	That Council notes the report.
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REPORT DETAILS

1.00	PETITIONS RECEIVED AT COUNTY COUNCIL
1.01	At County Council, Members are able to submit petitions on behalf of their constituents. At the October 2018 meeting, it was agreed to prepare a report showing who had submitted petitions, to which portfolio petitions had been assigned and what actions had been taken as a result of those petitions.
1.02	<p>During 2020/21, there has been one petition presented at Council on 25th May, 2021. The details of the petition are as follows: -</p> <p>Councillor submitting petition – Councillor Tudor Jones Issue – on behalf of residents in Caerwys to look at improving the conservation of roadside verges and consider the approach taken by Denbighshire County Council.</p> <p>Response from portfolio The Chief Executive, during the meeting, said that the Council’s current policy had been circulated amongst Members and suggested that the matter be referred to the relevant Overview & Scrutiny Committee for further consideration.</p> <p>The Environment & Economy Overview & Scrutiny Committee considered the ‘Grass Cutting Performance review’ report at its meeting held on 11th January, 2022. The purpose of the report was to provide an overview of the performance of grass cutting operations across the county throughout the 2021 season and to seek views on whether any changes were required to the Grass Cutting Policy.</p> <p>During the debate, the Highways Network Manager provided information on grass cutting on roadside verges and discussions with Denbighshire County Council but explained that there was no real opportunity to currently expand the contracts.</p> <p>Following the debate, the Committee resolved to support the work being undertaken and were satisfied that no changes were required to the Policy.</p>

2.00	RESOURCE IMPLICATIONS
2.01	Not applicable for this update report.

3.00	CONSULTATIONS REQUIRED / CARRIED OUT
3.01	Not applicable

4.00	RISK MANAGEMENT
4.01	Not applicable for this update report.

5.00	APPENDICES
5.01	None.

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	<p>Minutes of County Council – 25th May, 2021 Minutes of Environment & Economy OSC – 11th January, 2022</p> <p>Contact Officer: Steven Goodrum, Head of Democratic Services Telephone: 01352 702320 E-mail: steven.goodrum@flintshire.gov.uk</p>

7.00	GLOSSARY OF TERMS
7.01	None.

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