

Pecyn Dogfen Gyhoeddus



Swyddog Cyswllt:
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At: Bob Aelod o'r Cyngor

13 Mehefin 2018

Annwyl Gyngorydd

Fe'ch gwahoddir i fynychu cyfarfod Cyngor Sir y Fflint a fydd yn cael ei gynnal am 2.00 pm Dydd Mawrth, 19eg Mehefin, 2018 yn Siambr y Cyngor, Neuadd y Sir, Yr Wyddgrug CH7 6NA i ystyried yr eitemau canlynol

R H A G L E N

1 CYFLWYNIADAU

Carfan Pêl-droed Ysgolion Cynradd Sir y Fflint

Enillwyr Adain y Gogledd Tom Yeoman (pencampwyr Gogledd Cymru), rownd derfynol Tarian Tom Yeoman (Pencampwyr Cymru) a tharian Phil Staley.

Gareth Thomas, Rheolwr Logisteg Strydwedd

I gydnabod ei lwyddiant fel Rheolwr Clwb Pêl-droed Bwrdeistref Conwy. Enillwyr Pencampwyr Cynghrair Cymru (ennill dyrchafiad i Gynghrair Cymru), Tlws Cymdeithas Pêl-droed Cymru a Chwpan Cookson.

2 YMDDIHEURIADAU AM ABSENOLDEB

Pwrpas: Derbyn unrhyw ymddiheuriadau.

3 COFNODION (Tudalennau 5 - 26)

Pwrpas: I gadarnhau, fel cofnod cywir gofnodion y cyfarfodydd ar 24 Ebrill a 1 Mai 2018.

4 DATGAN CYSYLLTIAD

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

5 CYHOEDDIADAU'R CADEIRYDD

Pwrpas: Derbyn unrhyw gyhoeddiad fel y'i dosbarthwyd.

6 DEISEBAU

Pwrpas: Derbyn unrhyw ddeiseb.

7 **CWESTIYNAU GAN Y CYHOEDD**

Pwrpas: Derbyn unrhyw gwestiwn gan y cyhoedd.

8 **CWESTIYNAU**

Pwrpas: Nodi'r atebion i unrhyw gwestiwn a gyflwynwyd yn unol â Rheol Sefydlog 9.4(A) y Cyngor Sir.

9 **CWESTIYNAU GAN AELODAU AM GOFNODION PWYLLGORAU**

Pwrpas: Mae'r Llyfr Cofnodion, Rhifyn 1 2018/19, wedi ei ddsbarthu i'r Aelodau. Mae hawl gan yr Aelodau ofyn cwestiynau am y cofnodion hyn, yn amodol ar gyfyngiadau penodol, a bydd yr atebion yn cael eu darparu yn y cyfarfod. Gofynnir i Aelodau ddod â'u copi o'r Llyfr Cofnodion i'r cyfarfod. Mae'n rhaid cyflwyno unrhyw gwestiwn i'r Rheolwr Democratiaeth a Llywodraethu cyn diwedd y diwrnod gwaith ar 13 Mehefin 2018.

10 **RHYBUDD O GYNNIG** (Tudalennau 27 - 28)

Pwrpas: Ystyried unrhyw Hysbysiadau o Gynnig a dderbyniwyd.

11 **CYNLLUN Y CYNGOR 2018-19** (Tudalennau 29 - 126)

Pwrpas: Cefnogi Cynllun y Cyngor 2018-23 gan gydnabod yr uchelgeisiau yn y flwyddyn a'r amcanion i'w cyflawni.

12 **GWELEDIGAETH A STRATEGAETH TWF AR GYFER ECONOMI GOGLEDD CYMRU: CYTUNDEB LLYWODRAETHU** (Tudalennau 127 - 190)

Adroddiad Prif Weithredwr, Prif Swyddog (Llywodraethu) - Arweinydd y Cyngor Aelod o'r Cabinet dros Gyllid

Pwrpas: Nodi cynnydd ar ddatblygiad Cais Bargen Twf a mabwysiadu'r Cytundeb Llywodraethu cam cyntaf.

13 **CYNLLUN GOSTYNGIADAU TRETH Y CYNGOR I RAI SY'N GADAEI GOFAL** (Tudalennau 191 - 194)

Adroddiad Prif Swyddog (Newid Sefydliadol) -

Pwrpas: Ystyried rhoi cynllun gostyngiadau ar waith i rai sy'n gadael gofal.

14 **CYMERADWYO DATGANIAD CYFRIFON CRONFA BENSIWN CLWYD**
(Tudalennau 195 - 198)

Adroddiad Prif Swyddog (Llywodraethu) -

Pwrpas: I gytuno y bydd Cronfa Bensiynau Clwyd yn cymeradwyo ei Gyfrifon Blyneddol ei hun ar ôl archwiliad allanol.

15 **RHESTR O GYDNABYDDIAETHAU ARIANNOL AR GYFER 2018/19**
(Tudalennau 199 - 214)

Adroddiad Prif Swyddog (Llywodraethu) -

Pwrpas: I'r Cyngor gymeradwyo'r rhestr o gydnabyddiaethau ariannol ar gyfer Aelodau etholedig a chyfetholedig ar gyfer 2018/19 ar gyfer eu cyhoeddi, gan fod yr holl benodiadau wedi eu gwneud.

Yn ddiffuant,



Robert Robins
Rheolwr Gwasanaethau Democrataidd

HYSBYSIAD GWEDDARLLEDU

Bydd y cyfarfod hwn yn cael ei ffilmio a'l ddarlledu'n fyw ar wefan y Cyngor. Bydd y cyfarfod cyfan yn cael ei ffilmio oni bai fod eitemau cyfrinachol neu wedi'u heithrio dan drafodaeth.

Yn gyffredinol ni fydd y manau eistedd cyhoeddus yn cael eu ffilmio. Fodd bynnag wrth i chi ddod i mewn i'r Siambr, byddwch yn cydsynio i gael eich ffilmio ac i'r defnydd posibl o'r delweddau a'r recordiadau sain hynny ar gyfer gweddarlledu a/neu ddibenion hyfforddi.

Os oes gennych chi unrhyw gwestiynau ynglŷn â hyn, ffoniwch aelod o'r Tîm Gwasanaethau Democrataidd ar 01352 702345.

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 3

FLINTSHIRE COUNTY COUNCIL **24 APRIL 2018**

Minutes of the meeting of Flintshire County Council held in the Council Chamber, County Hall, Mold on Tuesday, 24 April 2018.

PRESENT: Councillor Brian Lloyd (Chairman)

Councillors: Mike Allport, Bernie Attridge, Janet Axworthy, Glyn Banks, Haydn Bateman, Marion Bateman, Sean Bibby, Derek Butler, Clive Carver, Geoff Collett, David Cox, Paul Cunningham, Jean Davies, Rob Davies, Ron Davies, Adele Davies-Cooke, Ian Dunbar, Andy Dunbobbin, Mared Eastwood, Carol Ellis, David Evans, Veronica Gay, George Hardcastle, David Healey, Gladys Healey, Patrick Heesom, Cindy Hinds, Andrew Holgate, Dave Hughes, Kevin Hughes, Ray Hughes, Dennis Hutchinson, Joe Johnson, Paul Johnson, Rita Johnson, Christine Jones, Tudor Jones, Colin Legg, Mike Lowe, Dave Mackie, Hilary McGill, Billy Mullin, Ted Palmer, Mike Peers, Michelle Perfect, Neville Phillips, Mike Reece, Ian Roberts, Tony Sharps, Aaron Shotton, Paul Shotton, Ralph Small, Ian Smith, Carolyn Thomas, Owen Thomas, Martin White, Andy Williams, David Williams, David Wisinger and Arnold Woolley.

APOLOGIES:

Councillors: Chris Bithell, Sian Braun, Helen Brown, Bob Connah, Chris Dolphin, Rosetta Dolphin, Richard Jones, Richard Lloyd, Vicky Perfect

IN ATTENDANCE:

Chief Executive, Chief Officer (Governance), Chief Officer (Social Services), Chief Officer (Strategic Programmes), Chief Officer (Planning, Environment and Economy), Chief Officer (Housing and Assets), Interim Chief Officer (Education and Youth), Corporate Business and Communications Executive Officer, Democratic Services Manager, and Committee Officer.

119. PRESENTATIONS

The Chairman welcomed Laura Deas, Women's Skeleton Bronze medallist, 2018 PyeongChang Winter Olympics, to the meeting and invited the Chief Executive to pay tribute to her.

The Chief Executive provided background information and congratulated Laura on her personal achievement in gaining a Bronze medal in the Skeleton event. He also referred to the achievements of the Olympic team in gaining a total of five medals in the 2018 PyeongChang Winter Olympics which included a Gold and Bronze medal in the Skeleton. He spoke of the Authority's pride in Laura's local 'roots', her place of birth, where she was raised and educated. He spoke of the training, skills, and discipline required for the Skeleton sport and said it was also to be celebrated that overall the Olympic team had been amongst the top 20 in the medal table in the 2018 PyeongChang Winter Olympics. He invited Laura to address the Members.

Laura thanked the Chairman and the Chief Executive for acknowledging her success in the 2018 PyeongChang Winter Olympics and spoke of her pride in her achievement as the first Winter Olympic medallist in Wales. She spoke of her early

experiences in sport and competitive events which had led to her discovering the Skeleton sport. Laura spoke of her pride in representing Wales and her local area of Flintshire and thanked Members for the opportunity to speak on her experiences in sport and her aspirations for the future.

Councillor Ian Roberts paid tribute to Laura on her success in gaining a bronze medal in the 2018 PyeongChang Winter Olympics and in her achievement as a first Winter Olympic athlete to gain a medal in Wales. He commented on the discipline and courage required to compete in the Skeleton sport and said she was an inspiration for young people and aspiring athletes in Flintshire. Councillor Roberts said that Laura's determination and hard work was an example of what could be achieved and wished her every success in the future.

Councillor Dave Hughes, as the Local Member, congratulated Laura on behalf of Llanyfnydd Community Council and the residents of Llanfynydd and spoke of the local pride in her achievements. He wished her every success in future competitions..

Councillor Aaron Shotton also paid tribute to Laura's achievements and spoke of her dedication and enthusiasm which was an inspiration for young people in Flintshire. Councillor Shotton invited Laura to contribute through any opportunity she may have, to the services provided for leisure, youth, and education in the County to give guidance and instil enthusiasm and ambition for young people in Flintshire.

Councillors Mike Peers, Clive Carver, Derek Butler and Kevin Hughes paid further tributes to Laura and expressed their thanks and congratulations to her.

120. MINUTES

- (i) The minutes of the meeting held on 20 February 2018 were submitted.
- (ii) The minutes of the meeting held on 1 March 2018 were submitted.

Accuracy

Page 30: Councillor Mike Peers referred to his comment that from April 2018 child care vouchers were to be replaced by a new UK government backed scheme of tax free child care and said it had been agreed that this information would be incorporated into the Pay Policy Statement but this had not been recorded in the resolution for the item.

RESOLVED:

That subject to the above amendment both sets of minutes be approved and signed by the Chairman as accurate records.

121. DECLARATIONS OF INTEREST

The Monitoring Officer advised that a personal interest would be recorded on behalf of all Members present for item 12 – Independent Remuneration Panel for Wales (IRPW) Annual Report for 2018.

122. CHAIRMAN'S COMMUNICATIONS

A copy of the Chairman's Communications had been circulated to all Members prior to the meeting.

The Chairman commented on the Buckley Town Council Musical Extravaganza held at Bistre Parish Church, Buckley, which had been organised in memory of the late Councillor Ron Hampson and his son Stephen. He said the event had been a success and a 'fitting' tribute to Councillor Hampson and Stephen and thanked Councillor Dennis Hutchinson for his hard work in organising the event.

Councillor Hutchinson responded that the proceeds of the event were being donated to the charities supported by the late Councillor Hampson and Mrs. Rita Hampson. Councillor Hutchinson expressed thanks to local residents who had supported the event wholeheartedly.

123. PETITIONS

None were received.

124. PUBLIC QUESTION TIME

The Monitoring Officer advised that the following Question had been submitted by Councillor John Holiday, Argoed Community Council, within the deadline and was shown on the agenda.

"As you are not doubt aware, despite considerable protests, FCC/Aura decided to close the squash courts at Mold. Brymbo Squash Club are building new courts and offered to purchase, dismantle and remove the glass back units from Mold. They never heard any more. It is now apparent that instead of salvaging this valuable asset, they were smashed and skipped. Bearing in mind that they cost £6000 each, this is a scandalous waste of £12.000 when FCC are supposedly desperate for funds.

In view of interest in making further use of court glass backs, why was this valuable resource smashed and thrown in a skip?"

As the Cabinet Member for Education, Councillor Ian Roberts, provided the following response:

At the customer consultation meeting at Mold Leisure Centre on 23 January 2018 about the proposed capital development, a verbal request was received from a representative of the squash players about whether the glass backs could be given to a local squash club, either free of charge or for a small fee. The manager at Mold Leisure Centre agreed to look into this and as a result the contractor, WFC, were asked whether the removal and setting aside of the glass backs was feasible. WFC agreed to try to meet the request prior to the demolition.

WFC have provided a report on how they dealt with the request including a diagram showing the fixing of the squash courts (see annexe 1). The salient points are as follows:

- the base of the glass was fixed into a 'U' shaped channel which was embedded within the structural concrete floor;
- it was secured by a heavy mastic product to hold it securely in place;
- the sides of the glass were also secured in mastic;
- the joints between glass sections were also filled with mastic;
- the details were commensurate with constructing the glass backs so that they were fit for purpose, secure, vertical and resilient to take the rebound and other substantial impact experienced in a squash court;
- WFC used their best endeavours by cutting out as much mastic as possible using appropriate glass handling tools for example suckers, to loosen and lift the glass panels; and
- however given the nature of the original fixing method this was simply not possible without damage to the glass. The result was that there was no option but to break the various sections to get them out.

The Mold Leisure Centre manager had phoned the squash club representative on 1 February 2018 to inform him that it had not been possible to successfully remove the glass backs.

In conclusion all steps were taken to try and meet this request as it was in the interest of all concerned including the Council, Aura Leisure and Libraries and the squash players and local club. Unfortunately this was not possible and this was communicated in a timely manner.

Considerable consultation has taken place about these developments, including specifically with squash players. The relatively low level of squash use from Mold can be accommodated at other sites in reasonable proximity including Deeside Leisure Centre.

The work at Mold Leisure Centre which is now well underway is part of a £1.4 million project, with no cost to the Council, which will double the size of the current fitness facility and create a bespoke group exercise studio. Aura Leisure and Libraries are an employee owned charitable company established by the Council and the employees. Aura are able to pay back the capital costs through an increase in revenue income.

Councillor Bernie Attridge asked for clarification on the procedure for raising public questions at meetings of the County Council. The Monitoring Officer explained that there was a maximum period of 30 minutes allowed during the Council meeting for public questions to be raised and answered.

125. QUESTIONS

None were received.

126. NOTICES OF MOTION

None were received.

127. FLINTSHIRE PUBLIC SERVICES BOARD – WELL-BEING PLAN

The Chief Executive introduced the report to seek approval of the final Well-being Plan for Flintshire, prior to publication. He advised that the report provided an overview of the work of the Flintshire Public Services Board (PSB) and the development of the Well-being Plan (the Plan).

The Chief Executive provided background information and reported on the main considerations. He commented that Flintshire was renowned for its record of partnership working and advised that the Plan had been developed alongside the Council Plan and provided a strong alignment and 'fit' with the priorities. The Plan was to be adopted by the County Council as a statutory requirement.

The Chief Executive gave a joint presentation with the Corporate Business and Communications Executive Officer which covered the following key points. He invited the Chief Officer (Planning, Environment and Economy), Chief Officer (Social Services), and Chief Officer (Strategic Programmes) to report on the five priorities for the Well-being Plan.

- statutory and non-statutory (invited) members
- the Well-being Plan
- how the Plan has been developed
- the five priorities:
 - Community Safety
 - Economy and Skills
 - Environment
 - Healthy and Independent Living
 - Resilient Communities
- next steps – development and publication of the Delivery Plan

The Chief Executive advised that the Well-being Plan was subject to variation and was recommended for formal adoption by the Council as a statutory plan by 4 May 2018.

In moving the recommendation, Councillor Aaron Shotton thanked the Chief Executive and officers for the work that had been undertaken with colleagues in partner organisations. He said that the objectives of the Well-being Plan were complimentary to the Council's five year Plan and that it was not possible for the Authority to achieve all the improvements it wanted without working in collaboration with partners in the public sector. He expressed praise for the level of partnership work being undertaken to achieve common objectives and positive outcomes for the benefit of Flintshire's residents. He specifically thanked Councillor Billy Mullin and the Chief Executive for their work on the Flintshire Public Services Board and for providing leadership to the Board and partners. He asked Members to support the Plan and said he looked forward to delivering the outcomes.

Councillor Mike Peers asked for details of the County Council membership on the Board. He referred to the priority on Economy and Skills and the need to develop skills for employment opportunities. He said it was important for community businesses to have the opportunity to link into the Board to identify the employment skills they needed in their businesses. He referred to the information on Community Safety on page 58 of the report and acknowledged the work that was taking place. He suggested that information also be included on community policing and engagement with the public, and commented on the reassurance that the police presence provided in terms of public safety and well-being. Councillor Peers also suggested that the priority on Environment should be linked directly into the local development plan to reflect the ambitions and objectives of the Well-being Plan and the Council Plan.

Councillor Carol Ellis referred to the Council's proposal to extend residential care on the Marleyfield site in Buckley, which she said would alleviate the pressure on accident and emergency services in local hospitals and was an example of how the Council worked in partnership with the Health Board.

Councillor Heesom said he had some concerns around the linkage between the Council Plan and the Well-being Plan. He referred to the reference in paragraph 1.10 in the report, to feedback from the Welsh Government and the Future Generations Commissioner on the draft Flintshire Assessment and asked if a copy of the feedback could be provided to Members. The Chief Executive advised that an all-Member workshop would be held on the Council Plan on 29 May, and that it would be submitted for adoption by the Council in final form at its meeting in June. He commented that officers were confident that the linkage was strong but said that a shared partnership plan should not be over dominated by the Council Plan. The Chief Executive agreed to provide a copy of the feedback to Councillor Heesom and other Members on request.

Councillor Paul Shotton commented on the priority Community Safety and the need for partners to be involved in intelligence gathering around organised criminal gangs in Flintshire. He also referred to the Economy and Skills priority and commented on the recent jobs fair at Deeside Leisure Centre and said over 500 jobs had been on offer which demonstrated the diverse range of employment and training opportunities available in Flintshire. Councillor Shotton also took the opportunity pay tribute to the work of the Communities First team.

Councillor Aaron Shotton referred to the comments made by Councillor Peers on the importance of ensuring that the Authority and its partners in the public sector were in tune with identifying the skills required by local businesses. He gave assurance to Councillor Peers that his comments would be addressed and that this work should be accomplished through the work of the North Wales Growth Deal.

RESOLVED:

That the Well-being Plan be endorsed.

128. WELSH GOVERNMENT CONSULTATION PAPER STRENGTHENING LOCAL GOVERNMENT: DELIVERING FOR PEOPLE

The Chief Executive introduced the report on a response to the Welsh Government green paper Strengthening Local Government: Delivering for People. He provided background information and context and gave a presentation which covered the following main points:

- Local Government reform – pre-history
- Local Government reform – on or off ?
- latest Green Paper 1
- latest Green Paper 2
- why an obsession in Wales?
- the real big issues
- our consistent position 1 and 2
- risks of a structural reform 1 and 2
- making a constructive response

The Chief Executive advised that the deadline for consultation on the green was 12 June 2018 and that it set out structured consultation questions for a response to be made. He explained that guidance was sought from Members on a response that the Council could make on their behalf.

Councillor Aaron Shotton referred to the progress which had been achieved on the North Wales Growth Deal and the positive relationships that were being developed with the Government and the Welsh Government around a Growth Deal. He also referred to the ‘Back the Bid’ campaign and coverage in the local and national press to engender interest and confidence in businesses in North Wales and in what was being achieved in the region. Councillor Shotton also commented on the current united North Wales position and said there was the potential for further regional collaboration to take place and that the aims of Mark Drakeford AM, former Cabinet Secretary for Local Government, announced in 2017 in favour of enhanced regional working, should be given full opportunity

Councillor Aaron Shotton commented on the need for a robust analysis of the cost and the benefits of local government reform to be carried out as a starting point to determine if the proposals should be undertaken. He proposed that the need to provide a response on consultation to the green paper be delegated to group leaders to form an agreed response. He welcomed the opportunity to strengthen powers but said there was a lack of detail in the report regarding how this could be applied. He referred to the need to support the response of the Welsh Local Government Association (WLGA) particularly in response to option 3, and said there was “no appetite in Wales for option 3”. He emphasised the importance of maintaining the good relationship the Authority had developed with other local authorities and referred to the importance of economic growth and the ambition of the Growth Board.

Councillor Peers supported the views expressed by Councillor Aaron Shotton and commented on the need to consider the impact of the proposal for structural reform of local government on local communities. He commented on the work in progress on

the North Wales Growth Deal which he said could be undermined by any reorganisation.

Councillors Tony Sharps, Hilary McGuill, Arnold Woolley and Carol Ellis spoke against the proposals and queried the benefits to be gained from voluntary mergers or a single directive merger programme. The financial costs of the proposed reforms, the benefits to be gained by the Authority, the impact on the residents of Flintshire and on future service performance and continuity, were raised.

Councillor Patrick Heesom spoke in support of the North Wales Growth Deal which he said was inspiring and was beginning to make an impact in Flintshire.

Councillor Derek Butler supported the views expressed by Councillor Aaron Shotton. He said that the consensus of opinion expressed by Members was that the proposals were too early. He emphasised the partnership work that was being undertaken by the Authority in the public sector and on the Growth Deal and the Mersey Dee Alliance.

Councillor Neville Phillips commented on previous proposals for local government reorganisation and said in his opinion reform would take place. The Chief Executive explained that the circumstances this time were different to previous reorganisation proposals and that the proposals were contestable.

RESOLVED:

That a response to the consultation be sent, based on the report, presentation and discussion, and copied to Group Leaders for information.

129. INDEPENDENT REMUNERATION PANEL FOR WALES (IRPW) ANNUAL REPORT FOR 2018

The Democratic Services Manager introduced the report to enable Council to receive the Independent Remuneration Panel for Wales (IRPW) Annual Report for 2018/19. This determines payments to elected and co-opted members for the next year. He reported that the IRPW draft proposals for 2018/19 had been considered by Council on 24 October. The final report was published on 27 February 2018 and sets the levels of payment for Members for 2018/19. The Democratic Services Manager advised that from 1 April 2018, all elected Members would receive the basic salary of £13,600 which was an increase of 1.49% on the 2017/18 basic salary.

The Democratic Services Manager reported that most payment levels were determined by the IRPW but Flintshire, as with other Welsh local authorities, must decide which payment level it wished to apply for the Chair and Vice-Chair of the Council. He referred to the three possible levels of salary set in the IRPW and explained that since the discretion was introduced Flintshire had always paid Level 2 to both the Chair and Vice-Chair. The Democratic Services Manager advised that responsibility Level 2 would be paid at £21,800 for the Chair and £16,300 for the Vice-Chair (inclusive of the basic salary).

Councillor Attridge proposed status quo which was that the Chair of the Council continued to be paid at Level 2 and the Vice-Chair continued to be paid at Level 2. When put to the vote this was carried.

RESOLVED:

- (a) That the decisions which the Independent Remuneration Panel for Wales has made on Member salaries for 2018/19 be noted;
- (b) That the Chair of the Council should be paid at Level 2 (£21,800 which is inclusive of the basic salary); and
- (c) That the Vice-Chair of the Council should be paid at Level 2 (£16,300 which is inclusive of the basic salary).

130. MEMBERS OF THE PRESS AND PUBLIC IN ATTENDANCE

There was one member of the press and 16 members of the public in attendance.

(The meeting started at 2.00pm and ended at 4.16pm)

.....
Chairman

Mae'r dudalen hon yn wag yn bwrpasol

FLINTSHIRE COUNTY COUNCIL
TUESDAY, 1 MAY 2018

Minutes of the Annual Meeting of Flintshire County Council held in the Council Chamber, County Hall, Mold on Tuesday 1 May, 2018

PRESENT: Councillor Brian Lloyd (Outgoing Chairman)

Councillors: Mike Allport, Bernie Attridge, Janet Axworthy, Glyn Banks, Haydn Bateman, Marion Bateman, Sean Bibby, Chris Bithell, Sian Braun, Helen Brown, Derek Butler, Clive Carver, Geoff Collett, Bob Connah, David Cox, Paul Cunningham, Jean Davies, Rob Davies, Adele Davies-Cooke, Chris Dolphin, Rosetta Dolphin, Ian Dunbar, Andy Dunbobbin, Mared Eastwood, Carol Ellis, David Evans, Veronica Gay, George Hardcastle, David Healey, Gladys Healey, Patrick Heesom, Cindy Hinds, Andrew Holgate, Dave Hughes, Kevin Hughes, Ray Hughes, Dennis Hutchinson, Joe Johnson, Paul Johnson, Rita Johnson, Christine Jones, Richard Jones, Tudor Jones, Colin Legg, Richard Lloyd, Mike Lowe, Dave Mackie, Hilary McGuill, Billy Mullin, Mike Peers, Michelle Perfect, Vicky Perfect, Neville Phillips, Mike Reece, Ian Roberts, Tony Sharps, Aaron Shotton, Paul Shotton, Ralph Small, Ian Smith, Carolyn Thomas, Owen Thomas, Martin White, Andy Williams, David Williams, David Wisinger and Arnold Woolley

APOLOGIES:

Councillors: Ron Davies and Ted Palmer

IN ATTENDANCE:

Chief Executive, Chief Officer (Governance), Chief Officer (Housing and Assets), Chief Officer (Planning, Environment and Economy), Chief Officer (Social Services), Chief Officer (Strategic Programmes), Interim Chief Officer (Education & Youth), Senior Manager (Human Resources and Organisational Development), Democratic Services Manager, Team Leaders - Democratic Services; Democratic Services Officer and Reverend Maureen Roberts for prayers

1. DECLARATIONS OF INTEREST

None.

2. CHAIR'S REVIEW OF THE YEAR

As outgoing Chair, Councillor Brian Lloyd presented his review of the year during which he and his Consort had been proud to represent Flintshire at a number of worthy civic events such as the North Wales Armed Forces Day and Pride of Flintshire Awards. On Flintshire Business Week, he expressed his thanks to Councillor Derek Butler, Kate Catherall and Lord Barry Jones for their assistance.

He thanked all those who had helped in supporting him in raising almost £14K for his three chosen charities, Macmillan Cancer Support, Claire House Children's Hospice and Barnardos Cymru.

In summing up, he extended thanks to the Chief Executive and Chief Officer Team, Leader and Council employees for their support and to Members for electing him as Chairman. He expressed his gratitude to the Civic Member Services team for their help during the year and his two Chaplains. He went on to thank the Vice-Chairman for his support, wishing him well in his new role, and paid tribute to his wife Jean for her support as Consort, a role which she had greatly enjoyed.

During the meeting, a number of Members paid tribute to the outgoing Chair for his work during the year and fundraising achievements.

3. APPOINTMENT OF CHAIR OF THE COUNCIL FOR THE MUNICIPAL YEAR 2018/19, INVESTITURE OF CHAIN OF OFFICE AND SIGNING OF DECLARATION OF ACCEPTANCE OF OFFICE

It was proposed by Councillor Ian Roberts and seconded by Councillor Michelle Perfect that Councillor Paul Cunningham be elected Chairman of the Council for the municipal year 2018/19.

RESOLVED:

That Councillor Paul Cunningham be elected Chairman of the Council for the municipal year 2018/19.

Councillor Cunningham was invested with the Chain of Office by the retiring Chairman and signed his Declaration of Acceptance of Office in the presence of the Chief Executive.

(At this point Councillor Cunningham chaired the remainder of the meeting.)

The Chairman then presented Councillor Brian Lloyd with his retiring Chairman's Badge of Office and his Consort Mrs Jean Lloyd with her retiring Badge of Office.

The Chairman expressed his thanks to Councillor Lloyd as the outgoing Chair and to Members for their support in electing him as Chairman for the year ahead.

4. APPOINTMENT OF VICE-CHAIR OF THE COUNCIL FOR THE MUNICIPAL YEAR 2018/19, INVESTITURE OF CHAIN OF OFFICE AND SIGNING OF THE DECLARATION OF ACCEPTANCE OF OFFICE

It was proposed by Councillor Carol Ellis and seconded by Councillor Rita Johnson that Councillor Marion Bateman be appointed Vice-Chair for the municipal year 2018/19.

RESOLVED:

That Councillor Marion Bateman be appointed as Vice-Chair of the Council for the municipal year 2018/19.

Councillor Bateman was invested with the Chain of Office by the Chairman and signed the Declaration of Acceptance of Office in the presence of the Chief Executive.

5. APPOINTMENT OF LEADER OF THE COUNTY COUNCIL

It was proposed by Councillor Tony Sharps and seconded by Councillor Ray Hughes that Councillor Aaron Shotton be appointed Leader of the Council for the municipal year 2018/19. In support of his proposal, Councillor Sharps acknowledged the difficult decisions which had been made during the current financial climate with strong leadership.

RESOLVED:

That Councillor Aaron Shotton be appointed Leader of the Council for the municipal year 2018/19.

6. APPOINTMENT OF THE CABINET BY THE LEADER

Councillor Aaron Shotton thanked Members for their support in appointing him as Leader of the Council for the next 12 months. He welcomed the united and pragmatic stance taken by the Council during the year and hoped that this would continue in meeting future challenges.

In accordance with the Constitution, Councillor Aaron Shotton set out his choice of Councillors to serve on the Cabinet.

RESOLVED:

That the choice of Councillors to serve on the Cabinet and their portfolios detailed below, be noted.

<u>Cabinet Member</u>	<u>Portfolio</u>
Aaron Shotton	Leader of the Council & Cabinet Member for Finance
Bernie Attridge	Deputy Leader of the Council & Cabinet Member for Housing
Chris Bithell	Cabinet Member for Planning and Public Protection
Derek Butler	Cabinet Member for Economic Development
Christine Jones	Cabinet Member for Social Services
Billy Mullin	Cabinet Member for Corporate Management and Assets
Ian Roberts	Cabinet Member for Education
Carolyn Thomas	Cabinet Member for Streetscene and Countryside

7. **THEATR CLWYD REVISED BOARD OF GOVERNORS MODEL**

The Chief Executive introduced the report on the composition of the new Board of Governors which comprised seven elected Member and six external appointments, prior to seeking formal approval by Cabinet.

He thanked the Group Leaders for their co-operation on the nomination of two elected Members for the two vacancies to serve alongside the five elected Members who had chosen to remain on the Board. The full membership, including the six external co-optees with respective skills who had been recruited through the process, would be reported to Cabinet.

He thanked the Chief Officer (Strategic Programmes) and the Theatre's Artistic Director and Executive Director for their roles in strengthening the business model.

RESOLVED:

That the proposals for the Theatr Clwyd Board of Governors, as outlined in the report, be approved and recommended to Cabinet.

8. **BUDGET CONSULTATION PROCESS**

The Democratic Services Manager presented recommendations from the Constitution & Democratic Services Committee meeting on 26 April 2018 following the review of the budget consultation process.

Member feedback generated from the consultation had been developed into a series of requirements as set out in the report alongside responses. A Staged Budget Process flowchart, using the 2018/19 approach, could be adapted for future use and helped to illustrate the complexities of the process and consultation requirements.

Due to the timing of the Constitution & Democratic Services Committee meeting, the Democratic Services Manager circulated a revised report with changes agreed at that meeting:

Reference in Report	Amendment
17	The all Member budget meeting of the Corporate Resources Overview & Scrutiny Committee to be webcast.
19	A report on the use of call-in to be submitted to the Constitution & Democratic Services Committee in June.
24	Replace the word 'judgement' with 'a decision'.
1.05	The last sentence of the first paragraph of suggested wording to include the words 'or query proposals'.
1.06	New paragraph to recognise the contributions made by a number of Members to the review.

The amended resolutions to approve the revised report and form of words for insertion into section 16 of the Constitution were agreed by Members.

Following a query from Councillor Mackie, it was clarified that requirement 19 would be taken out of the report as the use of call-in would be considered by the Constitution & Democratic Services Committee in June.

The Chief Executive commented on the inclusivity of consultation on the budget process and progress on the budget for 2019/20.

Councillor Richard Jones referred to requirement 18 on the conclusion of proposals which had been through the budget process and requested that 'unless new information comes to light' be inserted to take account of any changes. On the need for confidentiality on information sharing, the Chief Executive gave examples of reporting stages between committees and referred to the working protocol which could be developed. The importance of call-in was noted and further discussion would be required on this. In response to further comments, oversight of the entire budget was the responsibility of the Corporate Resources Overview & Scrutiny Committee which would consider a report on the Integrated Assessment Tool. Officers would give further consideration to the need for a clear understanding of consequences of budget decisions.

In response to Councillor Jones' suggestion to webcast every committee meeting with an impact on budget discussions, the Chief Officer (Governance) explained the limitations on webcasting equipment. The Chief Executive said that agreement to webcast the all-Member budget meeting of Corporate Resources Overview & Scrutiny Committee would be extended to other meetings of that Committee convened as part of the staged budget process, whether all Members were invited or not. Requirement 19 would be amended to reflect this, noting that the annual budget meeting 'will' be webcast (rather than 'could').

Councillor Heesom also raised concerns about requirement 18 on the conclusion of proposals and said that further discussion should not be prohibited which would hinder the democratic process. He felt assured that concerns about information sharing were addressed in the next agenda item.

The Chief Executive explained that requirement 18 applied to proposals where full information had been shared, enabling decision-making by the Council so that discussion could be concluded on those items. Whilst this allowed for planning and implementation, it did not prevent new or additional proposals being raised.

Following remarks by Councillor Woolley on comparison between requirements 16 and 22, the Chief Executive explained the intent to ensure that enquiries from Members were forthcoming at an early stage to allow for the budget timetable.

Councillor Peers sought clarification on involvement by Overview & Scrutiny after each stage of the budget process. The Chief Executive said that in addition to Member workshops, Overview & Scrutiny committees were

consulted on Stage 1 proposals in their respective areas along with some elements in Stage 2. Discussions on Stage 3 proposals were more complex due to the timing of the Local Government Final Settlement.

Councillor Richard Jones asked if the process could reflect the 'potential' involvement of Overview & Scrutiny on Stage 3 proposals. The Chief Executive said that proposals at that point were unlikely to include portfolio issues under the remit of Overview & Scrutiny at this late and final stage.

In summing up, Councillor Aaron Shotton acknowledged concerns about requirement 19 on the use of call-in but was satisfied that this would be subject to further discussion by the Constitution & Democratic Services Committee.

The Chief Officer (Governance) provided background on the intention of requirement 19 and the implications on the budget process.

RESOLVED:

- (a) That the Staged Budget Process as set out in the amended appendix to the report to the Constitution & Democratic Services Committee be approved for Budget Consultation purposes; and
- (b) That section 16 of the Constitution be amended to the suggested wording set out in the new appendix, with the revised wording for Requirement 19 on the webcasting of meetings.

9. INFORMATION SHARING WITHIN THE COUNCIL

The Chief Officer (Governance) introduced a report on a revised set of principles on sharing information within the Council to enable Members and officers to fulfil their roles. He explained the importance of understanding the principles which had been developed by a working group and included example scenarios from different perspectives. Some minor refinements had been incorporated following consultation with officers and Members.

In moving the recommendations, Councillor Heesom spoke in support of the report.

As Chair of the Constitution & Democratic Services Committee, Councillor Rita Johnson proposed that the principles be approved for adoption within the Constitution.

Councillor Richard Jones gave an example where a resident could give written consent for their local Member to discuss their personal data with Council officers. The Chief Officer said that the examples appended to the guidelines reflected this scenario and other examples where personal information should be protected.

Councillor Marion Bateman thanked members and officers of the working group which she had chaired.

RESOLVED:

That the guidelines be approved for adoption in to the Constitution.

10. CONSTITUTIONAL MATTERS: COMMITTEES AND INTERNAL BODIES

The Council considered the report of the Chief Officer (Governance) which dealt with matters that required decision at the Annual Meeting of the County Council in accordance with Council Procedure Rule 1.1 (vii) - (xiv). The report was split into sections, each one dealing with one decision that needed to be made and the relevant issues for consideration. Each section was considered and voted on in turn.

(A) Appointment of Committees

The Chief Officer (Governance) explained that the Constitution provided for the appointment of the following: Audit Committee; Clwyd Pension Fund Committee; Constitution & Democratic Services Committee; Joint Governance Committee (for Pensions); Licensing Committee; Planning Committee; Standards Committee and six Overview and Scrutiny Committees.

Councillor Attridge moved approval of the recommendations as outlined in the report which were seconded by Councillor Bithell.

RESOLVED:

(a) That the Council appoint the following committees:

Audit Committee
Clwyd Pension Fund Committee
Constitution and Democratic Services Committee
Joint Governance Committee (for Pensions)
Licensing Committee
Planning Committee
Standards Committee
The six Overview & Scrutiny Committees listed in paragraph 1.01

(B) Determination of the size of Committees

The Chief Officer (Governance) explained that the size of each committee must be decided at the Annual Meeting. Details of the provision for the size of the Committees were outlined in the report.

Councillor Attridge moved approval of the recommendations as outlined in the report which was seconded by Councillor Bithell.

RESOLVED:

That the size of each Committee be as set out in paragraph 1.03 of the report.

(C) Terms of Reference of Committees and Pension Delegations

The Chief Officer (Governance) explained that the Annual Meeting was required to decide the terms of reference of the committees that it appointed. The existing terms of reference of the existing committees were as set out in Part 2 of the Constitution.

Councillor Attridge moved approval of the recommendations as outlined in the report which was seconded by Councillor Bithell.

RESOLVED:

That the terms of reference for each committee in Part 2 of the Constitution be approved).

(D) Political Balance

The Chief Officer (Governance) explained that at, or as soon as practicable after the Annual Meeting, the Council was required 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.

There were 157 seats in total for Councillors across all of the committees based on the current group membership and the entitlement of each group to seats was shown in paragraph 1.12 of the report. As there had been no change in group sizes, the current political balance seat calculations were appended for consideration as one of a number of possible solutions.

Councillor Peers referred to Planning Committee membership restrictions on multiple member wards as set out in the legislation and the mechanism agreed by the Council to firstly resolve these nominations through negotiation between respective Group Leaders. If this could not be achieved, the second stage was for the proper officer to accept the first nomination received. Councillor Peers moved an amendment that any nominations be assessed by the Chief Officer to select a candidate based on their skills and that if both candidates were considered acceptable, the decision be based on votes cast in the last local elections.

The Chief Executive raised concerns about the suggested involvement of Chief Officers in this process, and the use of election voting outcomes for a different purpose for which there was no precedent.

These concerns were shared by the Chief Officer (Governance) who recalled more traditional ways of resolving nominations from multiple member wards suggested at the previous Annual Meeting, such as drawing lots or tossing a coin, practices which were common in resolving ties in elections.

In recalling the previous debate, Councillor Aaron Shotton proposed the drawing of lots as a fairer method than accepting the first nomination. This was seconded by Councillor Attridge.

It was clarified that if agreed, this would be specified in the Constitution and that in the first instance, resolution would be sought through agreement by Group Leaders. On being put to the vote, this was carried.

RESOLVED:

- (a) That the seats be allocated in accordance with political balances (and the rules on membership of the Planning Committee); and
- (b) That the Constitution be amended so that in the event of two Members from a multiple Member ward being nominated to the Planning Committee, then the seat be allocated:
 - In the first instance, by agreement between the two respective Group Leaders;
 - In the event that agreement is not possible, the Chief Officer to draw lots from the nominations to decide which councillor can take up the seat.

(E) Appointment of Chairs of Standing Committees

The Chief Officer (Governance) explained that Committee Chairs were appointed by different bodies, some of which were subject to restrictions. A table in paragraph 1.14 of the report outlined which body appointed which Chair and what restrictions (if any) applied.

Councillor Aaron Shotton moved the following, which was seconded by Councillor Attridge:

- That Councillor Dave Hughes be appointed as Chair of the Clwyd Pension Fund Committee;
- That Councillor Rita Johnson be appointed as Chair of the Constitution & Democratic Services Committee;
- That Councillor Sharps be appointed as Chair of the Licensing Committee; and
- That Councillor Wisinger be appointed as Chair of Planning Committee

As the Leader of the Independent Alliance group, which was the second largest group on the Council, Councillor Peers moved an amendment to enable his group to have a fairer portion of Chair allocations on committees. He proposed that Councillor Woolley be appointed Chair of the Constitution & Democratic Services Committee and Councillor Rosetta Dolphin as Chair of the Licensing Committee. This was seconded by Councillor Chris Dolphin. On being put to the vote, the amendment was lost.

The substantive motion, as moved by Councillor Aaron Shotton, was seconded by Councillor Bithell and on being put to the vote, was carried.

The Chief Officer (Governance) explained that the chairs of Overview & Scrutiny Committees were chosen by the political groups based on the strength of the various groups and which had seats on the Cabinet. Chairs were allocated to groups with a place on Cabinet first and any entitlement was rounded down to the nearest whole number. The remaining chairs were then allocated to groups without a seat on Cabinet, rounding up to the nearest whole number.

Councillor Aaron Shotton moved the following, which was seconded by Councillor Attridge:

Overview & Scrutiny Committee	Group to Choose Chair
Community & Enterprise	Labour
Education & Youth	Labour
Corporate Resources	Conservative
Environment	New Independents
Organisational Change	Independent Alliance
Social & Health Care	Independent

In response to a question from Councillor Peers, the Chief Officer provided clarification on the legislation to ensure fair entitlement of chair positions allocated to political groups with no Executive positions, as reflected in the appendix to the report.

Councillor Chris Dolphin called for fairness across the Council and moved an amendment that the Chair of the Environment Overview & Scrutiny Committee be allocated to the Liberal Democrat group. This was seconded by Councillor Richard Jones who felt that the position should be allocated between the two smallest political groups in alternating years. On being put to the vote, the amendment was lost.

The substantive motion, as moved by Councillor Aaron Shotton, was put to the vote and carried.

RESOLVED:

- (a) That the chair of the following Committees be appointed (noting any restrictions on eligibility):
- Clwyd Pension Fund Committee - Councillor Dave Hughes
 - Constitution & Democratic Services Committee - Councillor Rita Johnson
 - Licensing Committee - Councillor Sharps
 - Planning Committee - Councillor Wisinger
- (b) That the following groups be allocated the chair of the Overview & Scrutiny Committees as outlined:

Community and Enterprise	-	Labour Group
Education and Youth	-	Labour Group
Corporate Resources	-	Conservative Group
Environment	-	New Independents Group
Organisational Change	-	Independent Alliance Group
Social & Health Care	-	Independent Group

(F) Local Choice Functions

The Chief Officer (Governance) explained that the Council was required to agree such part of the Scheme of Delegation as the Council determined it was for the Council to agree. This related to local choice functions which could be decided either by the Council or the Cabinet and/or delegated to officers. The table of Local Choice Functions was included in Part 3, Section A, Table 3 of the Constitution.

Councillor Bithell moved approval that the existing Local Choice Issues be confirmed, which was seconded by Councillor Ian Dunbar.

RESOLVED:

That the existing Local Choice functions as set out in the Constitution be confirmed.

(G) Nominations to Internal Bodies

The Chief Officer (Governance) explained that the existing Scheme of Delegation provided for an Appointments Committee for first and second tier officers, comprising seven Members. This was not a standing committee and was convened when required by seeking nominations from Group Leaders. It was recommended that the make-up of the Committee continue, as set out in the report.

Councillor Attridge moved approval of the recommendations as outlined in the report, which was seconded by Councillor Bithell.

RESOLVED:

That the make-up of the Appointments Committee be approved.

(H) Standards Committee

The Chief Officer (Governance) explained the composition and membership of the Standards Committee which Members were requested to note.

Councillor Attridge moved the recommendations in the report, which were seconded by Councillor Bithell.

RESOLVED:

That the composition and membership of the Standards Committee be noted.

(I) Appointments to Outside Bodies

The Chief Officer (Governance) explained that members had been appointed to Outside Bodies for the whole term of the Council at the AGM in 2017, subject to any change agreed by the Chief Executive in consultation with Group Leaders.

Councillor Attridge moved the recommendations in the report, which were seconded by Councillor Dunbobbin.

RESOLVED:

That Council notes that nominees to Outside Bodies have been appointed for the whole council term and the Chief Executive's power to vary those nominations (in consultation with Group Leaders).

11. SCHEDULE OF MEETINGS

The Council received the report on the schedule of meetings for 2018/19.

RESOLVED:

That the draft schedule of meetings for 2018/19 be approved.

12. DURATION OF MEETING

The meeting commenced at 11am and ended at 12.45pm.

13. ATTENDANCE BY MEMBERS OF THE PRESS AND PUBLIC

There was one member of the press and 12 members of the public in attendance.

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Chairman

Eitem ar gyfer y Rhaglen 10

Notices of Motion Flintshire County Council - 19 June 2018

Councillor Cindy Hinds

(i) Parking Bays Outside Pensioners Bungalows

All parking bays that are outside pensioners bungalows across Flintshire should be for them and emergency vehicles only. This should be enforceable.

(ii) Welsh Government Technical Advice Note (TAN) 1: Joint Housing Land Availability Studies (2015)

TAN1 is the most unfair planning process and can punish some communities more than others leaving that community to be overdeveloped and cannot cope with the infrastructure that is already there. Also not taking into account the wellbeing and social cohesion of that community e.g. far more four bedroomed houses leaving those who are ill, disabled, young, without cars and lower income families without public transport, etc because all these residents will have private vehicles. No room in schools, drainage not good enough, hospitals and doctors not coping, highways etc. We are separating communities not keeping them together.

It breaks up a community because we have it now where we never hardly see a resident from one of the new estates that has mainly 4 bedroomed houses. The other estate is a better mix of houses, and residents are making a contribution to the community.

This needs to be sent to the Welsh Government so fairness, social cohesion, wellbeing and common sense are the priority and not wealth of developers and estates with the correct housing built that are not planned like little boxes, not enough room between them and a good drive for at least two cars. Don't we learn?

The most important part of planning is what the community want and if the community has worked hard to do a Place Plan then this should be taken into consideration and come under any type of planning policy whether it be the LDP, etc.

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 11



COUNTY COUNCIL

Date of Meeting	Tuesday 19 June 2018
Report Subject	Council Plan 2018-19
Cabinet Member	Leader of the Council
Report Author	Chief Executive
Type of Report	Strategic

EXECUTIVE SUMMARY

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

The 2018/19 Plan has been reviewed and refreshed for structure and content. The 'super-structure' of the Plan remains the same as previous plans, comprising of six themes and supporting priorities. The six themes continue to take a long term view of ambition and works over the next four years.

The Council Plan is published in a similar format to previous years - highlighting objectives and actions to achieve within each priority and referencing national issues which could impact on or prevent achievement of our priorities.

The Council Plan is presented as two documents that are inter-related; firstly the 'public' version of our statements of intent around the six priorities (Appendix 1) and secondly the document that describes the targets and milestones on which achievement will be measured (Appendix 2).

A Member workshop and the Corporate Resources Overview and Scrutiny Committee have provided challenge and overview of the contents and more detailed targets and milestones.

The published Plan will be available on the Council's website and will be shared with key partners.

RECOMMENDATIONS

1	To adopt the Council Plan 2018-19 on the recommendation of Cabinet.
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REPORT DETAILS

1.00	Council Plan 2018-19
1.01	The attached report was considered by Cabinet at its meeting on the morning of 19 th June. The officers will provide Council with a verbal update from that meeting.

2.00	RESOURCE IMPLICATIONS
2.01	As identified in the attached Cabinet report.

3.00	CONSULTATIONS REQUIRED / CARRIED OUT
3.01	As identified in the attached Cabinet report.

4.00	RISK MANAGEMENT
4.01	As identified in the attached Cabinet report.

5.00	APPENDICES
5.01	Report to Cabinet 19 th June 2018 Appendix 1: Council Plan (Part 1) 2018-19. Appendix 2: Council Plan (Part 2) 2018-19. Appendix 3: Member workshop feedback and response.

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	Contact Officer: Karen Armstrong, Corporate Business and Communications Executive Officer Telephone: 01352 702740 E-mail: Karen.armstrong@flintshire.gov.uk

7.00	GLOSSARY OF TERMS
7.01	Please see attached report.

CABINET

Date of Meeting	Tuesday 19 June 2018
Report Subject	Council Plan 2018-19
Cabinet Member	Leader of the Council
Report Author	Chief Executive
Type of Report	Strategic

EXECUTIVE SUMMARY

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

The 2018/19 Plan has been reviewed and refreshed for structure and content. The 'super-structure' of the Plan remains the same as previous plans, comprising six themes and supporting priorities. The six themes continue to take a long term view of ambition and work over the next four years.

The Council Plan is published in a similar format to previous years - highlighting objectives and actions to achieve within each priority and referencing national issues which could impact on or prevent achievement of our priorities.

The Council Plan is presented as two documents that are inter-related; firstly the 'public' version of our statements of intent around the six priorities (Appendix 1) and secondly the document that describes the targets and milestones on which achievement will be measured (Appendix 2).

A Member workshop and the Corporate Resources Overview and Scrutiny Committee have provided challenge and overview of the contents and more detailed targets and milestones.

The published Plan will be available on the Council's website and will be shared with key partners.

RECOMMENDATIONS

1	To endorse the Council Plan 2018-19 for recommendation for adoption by the County Council.
2	To authorise the Chief Executive, in consultation with the Leader, to finalise the format and presentational style for the published version.

REPORT DETAILS

1.00	Council Plan 2018-19
1.01	It is a requirement of the Local Government (Wales) Measure 2009 (the Measure) to set Objectives and publish a Council Plan. It is a statutory requirement for the County Council to adopt the Council Plan.
1.02	<p>The Council Plan for 2018/19 retains the super structure of six themes and supporting priorities as follows:</p> <p>Theme: Supportive Council Priorities:</p> <ul style="list-style-type: none">- Appropriate and Affordable Homes- Modern, Efficient and Adapted Homes- Protecting people from Poverty- Independent Living- Integrated Community Social & Health Services- Safeguarding <p>Theme: Ambitious Council Priority:</p> <ul style="list-style-type: none">- Business Sector Growth and Regeneration <p>Theme: Learning Council Priority:</p> <ul style="list-style-type: none">- High Performing Education <p>Theme: Green Council Priorities:</p> <ul style="list-style-type: none">- Sustainable Development & Environmental Management- Safe and sustainable travel services <p>Theme: Connected Council Priority:</p> <ul style="list-style-type: none">- Resilient Communities <p>Theme: Serving Council Priority:</p> <ul style="list-style-type: none">- Effective Resource Management
1.03	The Plan presentation remains largely unchanged, as it has been well received and commented upon favourably. National policy issues have

	<p>been updated and listed within each respective priority. These are issues over which we have little control and which may restrict successful and or timely delivery of our priorities. They are issues of national interest and have the potential to impact upon achievement of the priorities. These issues will also be referenced, where relevant, in the next refresh of the Medium Term Financial Strategy for 2017-2022.</p>
1.04	<p>For 2018-19 a review of the current themes and priorities has been undertaken to set: -</p> <ul style="list-style-type: none"> • priority actions that continue into 2018-19 for sustained attention e.g. “New social and affordable homes”; • priority actions which could be removed as they have been completed or become operational (business as usual); and • emerging priority actions for 2018-19 e.g. Adverse Childhood Experiences (ACEs). <p>Priorities have also been set to take into account Cabinet and Overview and Scrutiny priorities, priorities of partners, public views and service demands and national policy and legislation.</p>
1.05	<p>For each priority for 2018-19 there has been a review based on:-</p> <ul style="list-style-type: none"> • the reasoning for the priority status; • what we will do and how we will measure achievement; and • the risks that will need to be managed.
1.06	<p>The Council Plan is presented as two documents that are inter-related; firstly the ‘public’ version of our statements of intent around the six priorities (Appendix 1) and secondly the document that describes the targets and milestones on which achievement will be measured (Appendix 2).</p> <p>A Member workshop has provided challenge and overview of the contents and more detailed targets and milestones.</p>
1.07	<p>The Corporate Resources and Overview Scrutiny Committee has reviewed the priorities within the document for its structure, format and overall content, and considered the feedback from the workshop.</p> <p>The outcomes from the Member workshop and Corporate Resources Overview and Scrutiny Committee meeting along with a response is attached at Appendix 3.</p> <p>Overall support for continuation of the themes and priorities was provided, with some suggestions made for Part 2 of the plan which will be covered in the final published version, including:</p> <ul style="list-style-type: none"> • Clear accountability for actions and measures; and • Providing links to supporting documentation for targets e.g. Housing Needs Assessments. <p>Members also requested a ‘tracked’ version between the two Plans for 2017/18 and 2018/19 to identify the difference in priorities and related actions across the two years. This is to be shared at the next Corporate</p>

	Resources and Scrutiny meeting.
1.08	The final Council Plan (both parts 1 and 2) will be available as a web-based document published on the website following adoption by County Council.

2.00	RESOURCE IMPLICATIONS
2.01	Resource implications have been considered during preparation of the Medium Term Financial Strategy and will continue to be monitored during the regular budget monitoring and financial review arrangements.

3.00	CONSULTATIONS REQUIRED / CARRIED OUT
3.01	<p>All Members have had the opportunity to consider and review the content of the draft Plan themes and priorities including the opportunity to scrutinise targets set for 2018-19. A summary of the considerations is appended.</p> <p>Corporate Resources Overview and Scrutiny Committee has also considered the contents and amendments to the final published document have been made.</p>

4.00	RISK MANAGEMENT
4.01	<p>Delivery of the Plan objectives is risk managed within each of the sub priorities of the Council Plan and monitored and reported against quarterly by the Overview and Scrutiny Committees.</p> <p>The risks to the statutory requirements of the Plan include: not publishing the plan within statutory timescales and, not adhering to the prerequisite content.</p> <p>Both these risks are managed through adherence to well established procedures for publishing the Plan and ensuring that the content of the Plan reflects the requirements of the Measure.</p> <p>An additional risk is that the Plan is not endorsed by Members; consultation with Members both individually and as part of the Scrutiny invites engagement.</p>

5.00	APPENDICES
5.01	<p>Appendix 1: Council Plan (Part 1) 2018-19.</p> <p>Appendix 2: Council Plan (Part 2) 2018-19.</p> <p>Appendix 3: Member workshop feedback and response.</p>

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
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6.01	<p>Contact Officer: Karen Armstrong, Corporate Business and Communications Executive Officer Telephone: 01352 702740 E-mail: karen.armstrong@flintshire.gov.uk</p>

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

Mae'r dudalen hon yn wag yn bwrpasol

COUNCIL PLAN 2018-2023

In-year priorities for 2018/19

Theme	In-year Priority	Page no.
Supportive Council	Appropriate and Affordable Homes	2
	Modern, Efficient and Adapted Homes	4
	Protecting People from Poverty	6
	Independent Living	8
	Integrated Community Social and Health Services	10
	Safeguarding	12
Ambitious Council	Business Sector Growth and Regeneration	14
Learning Council	High Performing Education	17
Green Council	Sustainable Development and Environmental Management	21
	Safe and sustainable Travel Services	23
Connected Council	Resilient Communities	25
Serving Council	Effective Resource Management	28

Theme: Supportive Council

Theme	Priority	Impact
Supportive Council	Appropriate & Affordable Homes	Ensuring the supply of affordable and quality Council housing

What we will do in 2018/19:

1. Provide new social and affordable homes.

Achievement will be measured through:

- Delivery of the Housing Revenue Account (HRA) and NEW Homes Business Plans by: -
 - Building 99 new Council and 22 new affordable homes through the Strategic Housing and Regeneration Programme (SHARP); and
 - Increasing the number of properties managed by NEW Homes from 126 to 148 in 2018/19
 - Delivering options for new, innovative low rent housing schemes for single people
 - Maximising the number of new homes provided by Housing Associations through all Welsh Government funded grant and loan programmes.

2. Welsh Housing Quality Standard (WHQS) investment plan targets achieved.

Achievement will be measured through:

- Completing the in-year programmed WHQS work schemes in line with the Housing Asset Management Strategy

3. Address the increasing frequency of unauthorised Gypsy and Traveller encampments and improve the Council's own permanent site by i) effective use of the protocol with partners for management of unauthorised encampments; ii) improve the Council's permanent Riverside site with support of Welsh Government funding; iii) explore options to identify a transit site through the Local Development Plan

Achievement will be measured through:

- Applying the partners protocol for the management of unauthorised encampments successfully
- Improving the Riverside traveller site through successful grant application to Welsh Government
- Identification of a transit site through the local Development Plan

This is a priority this year because we need to:

- Prevent homelessness
- Meet the diverse housing and accommodation needs of the local population
- Develop more opportunities for people to access affordable rent and low cost home ownership
- Build the maximum number of Council houses possible as part of the housing supply solution

- Meet the Welsh Government target for all social housing to be brought up to the Welsh Housing Quality Standard (WHQS).

Risks to manage

- Homelessness will remain a growing area of demand due to the current economic climate
- The supply of affordable housing will continue to be insufficient to meet community needs
- Department for Works and Pension's Welfare Reform Programme, including Universal Credit full service implementation which would place increasing demand on the Council for affordable and social housing
- Land supply for council housing construction; and
- Capital borrowing limits for council housing.

National Policy Issues:

- Welfare Reform and Work Act 2016
- Local Authorities to be able to access grant funding to support new build affordable and social housing
- Sufficiency of resourcing to fulfil the duties of the Wales Housing Act
- Capital limits on borrowing for councils to build new houses.
- Maintaining the funding of Major Repairs Allowance (MRA) so that the council can meet the WHQS by 2020.
- Maintaining current rent policy so that the Council can achieve WHQS by 2020.

What we mean by:

- SHARP: Strategic Housing and Regeneration Programme – Programme to build 500 new Council and affordable homes over the next four years.

Theme: Supportive Council

Theme	Priority	Impact
Supportive Council	Modern, Efficient and Adapted homes	Ensuring the supply of affordable and quality housing of all tenures

What we will do in 2018/19:

1. Improving the quality of private sector housing.

Achievement will be measured through:

- Working proactively with landlords and tenants to improve the quality of private rented sector properties; and
- Ensuring landlords and letting agents comply with the Rent Smart Code of Practice
- Improving the quality of Houses in Multiple Occupation through making effective use of better intelligence and registration procedures
- ~~Developing a planning advice note for Houses in Multiple Occupation (HMO) provision and assessment.~~

2. Delivering the council's housing growth needs.

Achievement will be measured through:

- Delivering social and affordable homes through Welsh Government funding programmes; and
- Bringing empty properties back into use through Housing Association investment programmes.

3. Meeting the housing needs of vulnerable groups.

Achievement will be measured through:

- Opening of Flint Extra Care (Llys Raddington); progressing the build of Holywell Extra Care; considering opportunities for a further extra care facility in Flintshire
- Focusing on the needs of people with a learning or physical disability requiring housing by identifying opportunities for new grants
- ~~Identifying with housing and Social Services colleagues appropriate accommodation for younger people with a learning or physical disability~~
- ~~Working strategically to~~ Addressing the housing needs of adults with learning disabilities and other vulnerable individuals
- Supporting hospital discharge by developing two houses
- Reducing the average number of calendar days taken to deliver a Disabled Facilities Grant (DFG)

This is a priority this year because we need to:

- Meet the needs of vulnerable groups including the need for adapted housing, Extra Care, Learning Disability and transitional social care beds/units
- Support people with dementia
- Improve housing quality in private rented sectors

- Reduce the number of empty properties in the County; and
- Provide good quality housing for residents and maximise funding to improve homes.

Risks to manage

- Capacity to reach stakeholder expectation within the private rented sector
- Customer expectations for the timeliness of adaptations undertaken through disabled facilities grants may not be met due to competing demand on resources
- Availability of sufficient funding to resource key priorities.

National Policy Issues:

- Practical implementation of Welsh Government's Rent Smart guidelines across the private rented sector in Flintshire.
- Influencing the direction of national funding priorities for housing regeneration.
- Funding levels needed to address poor housing quality in private rented and owner occupied sectors.

What we mean by:


- Rent Smart: Service to process registrations and grant licenses to landlords and agents who are required to comply with the Housing (Wales) Act 2014.
- Extra Care homes: Development of high quality apartments for rent to meet varying needs of support, some of which are specifically adapted for older people with memory loss or living with dementia

Theme: Supportive Council

Theme	Priority	Impact
Supportive Council	Protecting people from poverty	Protecting people from poverty by maximising their income and employability

What we will do in 2018/19:

1. Support Flintshire residents to better manage their financial commitments.
Achievement will be measured through:
 - Assisting people with Welfare Reform changes through the effective application of the Council's Discretionary Housing Payment Policy
 - Providing advice and support services to help people manage their income, including supporting people to access affordable credit and local Credit Unions
 - Timely processing of Housing Benefit claims; and
 - Assisting Flintshire residents to claim additional income to which they are entitled.

2.  Working collaboratively to minimise Universal Credit (UC) risks
Achievement will be measured through:
 - Achieving the Homeless prevention target; and
 - Delivering Personal Budgeting and Digital Support Services.

3. Develop skills programmes and delivery mechanism for North Wales Growth Deal
Achievement will be measured through:
 - Finalising an employability proposal as part of the Regional Economic Growth Bid to seek long term investment via a simple and cost effective programme of support
 - Developing an enhanced careers and guidance service for North Wales to match young people to the labour market; and
 - Increasing the number of local people who, following attendance on a programme report that they are closer to work or becoming ready to enter work.

4. Develop and deliver programmes to improve domestic energy efficiency to reduce Co2 emissions and fuel poverty.
Achievement will be measured through:
 - Reducing the overall annual fuel bill for residents benefiting from energy efficient programmes
 - Providing advice and support to residents to enable them to switch to a lower cost energy tariff; and
 - Increasing the number of private sector and Council homes receiving energy efficiency measures

5.  Develop a strategy to address food poverty.

Achievement will be measured through:

- Developing programmes in partnership with the social and third sector to work towards addressing food poverty; and
- Completing feasibility work for the development of a food-based social enterprise.

This is a priority this year because we need to:

- Support people to manage the ongoing impact of Welfare Reform
- Help people claim the benefits they are entitled to
- Help people manage their financial commitments
- Reduce the risk of poverty amongst Flintshire households
- Reduce the impact of rises in fuel cost
- Help people access affordable credit; and
- Help people to manage their income, and provide support to access employment training.

Risks to manage

- Universal Credit - Negative impact upon Flintshire Council services
- Demand for advice and support services will not be met
- Debt levels will rise if tenants are unable to afford to pay their rent or council tax
- The local economy will suffer if residents have less income to spend
- Residents do not take up the energy efficiency measures available
- Available funding for energy efficiency

National Policy Issues:

- Sustainability of funding for fuel poverty measures
- European Social Fund (ESF) Programmes affecting delivery of local targets
- Welfare Reform Act 2016
- Welsh Government approach to regeneration programmes


What we mean by:


- Welfare Reform: A range of measures introduced by Central Government to reform the Welfare Benefits system.
- Discretionary Housing Payment Policy: Aims to provide a fair and consistent approach to help customers who require further financial assistance with their housing costs.
- Universal Credit: A new way of paying benefits on a monthly basis; expanded to cover all claimants.
- Regional Economic Growth Bid: The proposals for economic growth in North Wales produced by local government, business leaders and the further and higher education sectors.
- Credit Unions: Regulated financial cooperative which and subject to broadly the same scrutiny by the Financial Conduct Authority as any other bank or building society. Credit Unions are also part of the Government backed Financial Service to provide loans and saving schemes.

Theme: **Supportive Council**

Theme	Priority	Impact
Supportive Council	Independent Living	<ol style="list-style-type: none"> 1. Making early interventions to support healthy and independent living 2. Sustaining a local market of high quality and affordable service provision for those who are highly dependent on care support

What we will do in 2018/19:

-  Expand and support the care sector to enable people to live well and have a good quality of life
Achievement will be measured through:
 - Further development of a business model to support an additional extra care scheme in the County according to need
 - Continuing to deliver the improvement programme for person-centred care (Progress for Providers) in the residential sector, and extend to domiciliary providers
 - Consideration of feedback from the Older People’s Commissioner in her review of “A Place Called Home”; and
 - Develop local and community based options for Looked After Children

-  Support greater independence for individuals with a frailty and / or disability, and for people at risk of isolation.
Achievement will be measured through:
 - Increasing the percentage of adults who are content with their care and support
 - Strengthening the multi-agency Single Point of Access by close working with BCUHB
 - Ensuring that the wider care sector workforce are supported to be compliant with the Regulation and Inspection of Social Care (Wales) Act; and
 - Implementing the priorities of the Ageing Well Plan

- Improve outcomes for Looked After Children
Achievement will be measured through:
 - Increasing the percentage of young people who are content with their care and support
 - Strengthening stable, local placements for children; and
 - Strengthening partnership working with BCUHB to ensure timely access to health assessments

This is a priority this year because we need to:

- Help people to live independently as they get older
- Support people with dementia
- Develop a model of support for persons with a disability which enables independent living
- Support families to support each other to live independently; and

- Ensure the sustainability of social care models.

Risks to manage

- Delivery of social care is insufficient to meet increasing demand
- Demand outstrips supply for residential and nursing care home bed availability.

National Policy Issues:

- Implementation of the Social Services & Well-being Act (Wales) 2014
- Registration and Inspection Act
- Living wage issues for care providers
- Care market fragility
- Insufficient national funding to meet escalating social care costs
- Ageing population locally and nationally

What we mean by:

- Registration and Inspection Act: Registration process to ensure all social workers and social care workers are suitable for work in social care.
- Looked After Children: Children who are being looked after by their local authority, including with foster parents, at home with their parents under the supervision of social services, in residential children's homes or in other residential settings like schools or secure units.

Theme: Supportive Council

Theme	Priority	Impact
Supportive Council	Integrated Community Social & Health Services	<ol style="list-style-type: none"> 1. Enabling more people to live independently and well at home. 2. Giving equal opportunity to all to fulfil their lives. 3. Providing joined-up services with public and third sector partners which support quality of life in communities and for individuals and families.

What we will do in 2018/19:

1. Develop and integrate services for carers with our commissioned providers


Achievements will be measured through:

- Increasing the number of carers that are supported
- Evidencing improved outcomes for carers; and
- Increasing the use of advocacy for carers.

2. Embed the long term use of the Integrated Care Fund (ICF) to meet local needs and demands

Achievements will be measured through:

- Reaching agreement for the alignment of ICF with local priorities; and
- Maintaining the rate of delayed transfers of care for social care reasons.

3.  Embed the Early Help Hub into everyday practice by working with statutory partners and the third sector

Achievements will be measured through:

- The number of families who receive information and support through the Early Help Hub
- The collection of case studies and feedback from families; and
- Developing a sustainable financing plan with partners

4. Working with the new Wales Programme to recognise Adverse Childhood Experiences (ACES)

Achievements will be measured through:

- A better informed and skilled workforce which can proactively respond to individuals as well as increased vulnerability awareness among frontline staff; and
- Developing more appropriate and consistent sharing of information about vulnerability and reduce repeat demand

This is a priority this year because we need to:

- Work with Betsi Cadwaladr University Health Board (BCUHB) to develop health and social care models for the future
- Avoid unnecessary admissions to hospital and support early and successful discharges

- Co-ordinate the provision of support for service users more effectively with BCUHB and other providers
- Work together with BCUHB to support people with dementia within the local community; and
- Work with the Public Services Board to identify and engage families early, who are at greater risk of escalating needs.

Risks to manage

- Annual allocation of ICF - Short term funding may undermine medium term service delivery.
- Early Help Hub cannot deliver effective outcomes.

National Policy Issues:

- National trend for increasing demand on Children's Services
- National focus on supporting integrated approaches between health and social care
- NHS Service pressures and capacity
- Parity of funding between local authorities and NHS funded provision.

What we mean by:

- Integrated Care Fund (ICF): Funding from Welsh Government being used to support older people to maintain their independence and remain in their own home for as long as possible.
- Early Help Hub: The newly developed multi-agency Hub in Flintshire. The Hub provides a collective response to support families with greater needs to build their resilience and Well-being.

Theme: Supportive Council

Theme	Priority	Impact
Supportive Council	Safeguarding	<ol style="list-style-type: none">1. Protecting people from the risk of any form of abuse.2. Making communities safe places by working with partners to prevent crime, repeat crime and anti-social behaviour.

What we will do in 2018/19:

1. All Council portfolios to understand and act on their responsibilities to address safeguarding.

Achievement will be measured through:

- Completion of the online child and adult safeguarding module; and
- Reviewing corporate service policies and procedures to identify breadth and depth of safeguarding coverage
- Increasing awareness across portfolios through appropriate training
- Increasing the public's awareness of safeguarding.

2. Identify and address the signs and symptoms of domestic abuse and sexual violence.

Achievement will be measured through:

- The workforce being more confident in identifying and reporting the signs and symptoms of domestic abuse and sexual violence following:
 - the delivery of the level 1 training programme to meet the requirements of the Domestic Abuse and Sexual Violence (DASV) National Training Framework; and
- The number of incidents of Domestic Abuse and Sexual Violence reported.

3. Strengthen regional community safety through collaboration and partnership arrangements.

Achievement will be measured through:

- Adopting and achieving the priorities of the North Wales Safer Communities Board Plan through formulation of a local delivery plan, which also includes locally identified priorities as overseen by the Public Services Board.

Priorities of the North Wales Safer Communities Board include the prevention of:

- Domestic Abuse
- Modern Slavery
- Organised Crime
- Sexual Abuse (Including Child Criminal Exploitation)
- Delivering Safer Neighbourhoods

This is a priority this year because we need to:

- Have a Council wide approach to safeguard and protect vulnerable people

- Develop further awareness and support for the Council's approach to safeguarding including the prevention of human trafficking, modern slavery and child criminal exploitation (CCE)
- Comply with the new codes of practice for safeguarding within the Social Services and Well-being Act (Wales) 2014
- Ensure the wider Council workforce are aware of the Council's approach to safeguarding
- Develop a consistent approach to regional collaboration for Community Safety; and
- Support achievement of the regional priorities set by the Police and Crime Commissioner.

Risks to manage

- Rate of increase of adult safeguarding referrals will outstrip current resources
- Knowledge and awareness of safeguarding not sufficiently developed in all portfolios
- Failure to implement training may impact on cases not being recognised at an early stage.

National Policy Issues:

- Implementation of the Social Services and Well-being (Wales) Act 2014
- Development of the National Safeguarding Board and structures
- Management of response to Child Criminal Exploitation
- Sustainability of short-term grant funded schemes.


What we mean by:

- Social Services and Well Being (Wales) Act 2014 (SSWB): An Act to reform Social Services law to make provision about improving well-being outcomes.
- Police and Crime Commissioner: The North Wales Police and Crime Commissioner is the local governing body for policing in our area, and the role replaced North Wales Police Authority. The Commissioner has an overarching duty to secure an efficient and effective police force, which demonstrates value for money and, above all, cuts crime.
- Modern Slavery is defined within the Modern Slavery Act 2015 and covers the offences of Slavery, Servitude and Forced or Compulsory Labour and Human Trafficking
- Organised Crime: A category of transnational, national, or local groupings of highly centralised enterprises run by criminals who intend to engage in illegal activity, most commonly for money and profit. This includes the 'County Lines' aspect of organised crime.

Theme: **Ambitious Council**

Theme	Priority	Impact
Ambitious Council	Business Sector Growth and Regeneration	<ol style="list-style-type: none"> 1. Sustaining economic growth through local and regional business development, employment and training sites. 2. Developing the transport infrastructure and employment sites and transport services, widening access to employment and training sites 3. Creating a supply of diverse and quality training and employment opportunities.

What we will do in 2018/19:

1.  The Regional Economic Growth Deal will be developed to final approval stages with UK and Welsh Governments this year, including agreement of funding allocations and formal governance arrangements.

Achievement will be measured through:

- Final agreement of a new governance framework for the North Wales
 - The achievement of a Regional Growth Deal with Government Investment in the regional economy
 - Agreeing a strategy for delivery of the parts of the Regional Growth Deal which will directly benefit Flintshire
 - Development of sub-regional and Metro inter-modal transport projects; and
 - Publishing the Deposit version of the Local Development Plan (LDP) economic strategy
2. Guide the development of the Deeside Enterprise Zone (DEZ), Northern Gateway and Warren Hall mixed use development site. Ensure that the developments maximise economic and social value for the County and that they deliver the commitments made in the Regional Economic Growth Deal.

Achievement will be measured through:

- Providing clear and responsive guidance to potential developers within the DEZ and Northern Gateway
 - Seeking a revised strategic framework from the Northern Gateway developers; and
 - Delivery of Phase 2 and / or Phase 3 enabling works.
3. Develop long term strategic approach to Council's economic estate and land.

Achievement will be measured through:

- Complete an action plan from the review of the Council's economic estate and land
4. Protecting the scale and quality of apprenticeships both regionally and locally
- #### Achievement will be measured through:
- Ensuring apprenticeships feature in the Regional Economic Growth Deal proposal.

5. Develop a **more strategic** approach to **regenerating and** supporting town centres **in partnership with Town Councils.**


Achievement will be measured through:

- **Working with all Town Councils to develop Master plans to support intervention and improvement across town centres including transport, infrastructure, appearance, cleanliness and vitality**
- **Developing strategic options to support town centre sustainability**
- **Development and implementation of local plans for retail offer, town centre management, transport connectivity, local asset and service management and appearance**
- **Development of** solutions for the productive use of land in town centres for retail, commercial, housing and complementary uses; and
- Identifying **Development of** options to diversify land use in town centres whilst maintaining their primary role as retail centres.

6. Targeted Regeneration Investment Programme (TRIP) – developing Flintshire's role and its local programme

Achievement will be measured through:

- Developing proposals and gaining funding commitment for town centre projects which facilitate town centre diversification

7.  Ensure the development of regional and local transport strategy and initiatives maximises the potential for economic benefits and improve access to employment and tourism destinations.

Achievement will be measured through:

- Ensuring that transport infrastructure features in the Regional Economic Growth Deal proposal
- Plan the development of transport connections from the North East Wales Metro scheme to support wider economic development across Flintshire
- Implementing the Flintshire County Council Integrated Transport Strategy to improve transport access to the principal employment sites
- Including local transport priorities in the North Wales Economic Strategy and the North Wales Growth Deal Bid; and
- The performance of the local and sub-regional economy with public sector interventions in investment.

This is a priority this year because we need to:

- Continue to grow the local and regional economy
- Secure infrastructure investment needed to facilitate growth both regionally and locally
- Continue to build upon the success of the advanced manufacturing sector in Flintshire

- Protect the economic viability of our town centres and rural areas providing focus on the wider economic growth approach and, housing and employment impact
- Work collaboratively to achieve key priorities for major infrastructure projects which will support economic growth projects
- Develop transport access solutions for our key employment sites; and
- Continue to support and grow our tourism sector as part of the North Wales Tourism and Cultural offer

Risks to manage

- Infrastructure investment does not keep pace with needs and business is lost to the economy
- Support for businesses in Flintshire does not meet their needs and fails to encourage investment
- The stability of the local and sub-regional economies
- The region having a sufficient voice at Welsh Government and UK Government levels to protect its interests.

National Policy Issues:

- Devolution of powers to support economic growth in North Wales: opportunity and possible threat if powers are insufficient and do not match those across the UK
- Infrastructure investment to create the platform for advancing economic growth
- Uncertainty over Welsh Government approach to regeneration
- Recognition of the potential impacts on the local and sub-regional economy of global trading patterns and workforce migration of the Brexit negotiations

What we mean by:

- LDP Strategy: Delivering sustainable development in the County from 2017/2030.
- Regional Economic Growth Deal: The North Wales Economic Ambition Board proposal to UK and Welsh Governments to create new employment and housing.

Theme: Learning Council

Theme	Priority	Impact
Learning Council	High Performing Education	<ol style="list-style-type: none">1. Providing high quality learning opportunities, and learning environments for learners of all ages.2. Supporting children and younger people to achieve their potential.3. Supporting learners from 3 to 18 years of age to aspire to high levels of educational attainment and achievement.

What we will do in 2018/19:

1. Provide effective learning opportunities and quality learning environments for all pupils aged 3-18 to achieve their potential and high levels of educational attainment.

Achievement will be measured through:

- The number of learners achieving or exceeding the expected outcome levels at the final assessment point in Key Stage 4, aged 16.
- The number of learners entitled to free school meals who achieve or exceed the expected outcome levels at the final assessment point in Key Stage 4, aged 16
- The number of learners being assessed through the medium of Welsh at Yr 2 and Yr 11 as part of the national strategy to achieve a million Welsh speakers by 2050.
- Attendance of pupils in primary schools
- Attendance of pupils in secondary schools
- Attendance of pupils in the Portfolio PRU
- The number of pupils aged 16 achieving 5A*-A grades at GCSE

2. Provide effective support to schools identified as causing concern to quickly re-establish good educational standards

Achievement will be measured through:

- Reducing the number of schools placed in statutory categories of concern by Estyn i.e. 'Special Measures' or 'In Need of Significant Improvement'

3. Prepare for national reform on curriculum and inclusion.

Achievement will be measured through:

- Schools' self-evaluation of progress towards the implementation of the new curriculum model via the GwE online dashboard which records key milestones; and
- Portfolio self-evaluation of the progress towards the implementation of the Additional Learning Needs Bill via the national readiness survey which records key milestones.

4. Continue substantial investment in the school estate through the School Modernisation Strategy and maximising use of Welsh Government funding streams e.g. 21st Century Schools Programme, Welsh Medium Education Grant, Infant Class Size Grant & Early Years Grant. Continue programme of capital works and repairs and maintenance across Flintshire schools.

Achievement will be measured through:

- Completing key milestones in the Schools Modernisation programme
- Successful submission of grant funding bids within designated timescales
- The completion of identified projects on time and within budget

5. Maintain low levels of young people/adults 'Not in Education, Employment or Training' and increase opportunities for apprenticeship and employment.

Achievement will be measured through:

- Maintaining levels of 16 year olds in education, employment and training above benchmark position;
- Improving the number of hours in education, training or employment that young people in the youth justice system can access
- Further developing the provision for learners in danger of disengaging
- Strengthening and cultivating attractive routes into education for the workforce
- Supporting the regional skills strategy for Science, Technology, English and Maths (STEM) by the update of Level 3 (A level) courses in Maths and Science subjects

6. Fully embed Flintshire's Youth Council to ensure that young people across the authority are involved in the evaluation and delivery of services that impact on them.

Achievement will be measured through:

- The range of representation of young people's groups on the Youth Council;
- The interface between Youth Council representatives and existing Council structures e.g. attendance at Council meetings such as Cabinet, Council and Scrutiny;
- Feedback from the Youth Council on services that impact on them and evidence of changes as a result.

This is a Theme this year because we need to:

- Effectively utilise the Council's resources and those of key partners e.g. GWE to achieve the best possible educational outcomes
- Support the national Welsh Government priorities to improve educational standards and reduce the impact of poverty on educational attainment
- Improve the skills of learners to enable access to modern employment and economic development opportunities

- Work collaboratively to develop national reforms to curriculum and provision for learners with additional learning needs.
- Reduce barriers to engagement, ensure equality of access and participation opportunities
- Make more efficient use of education resources through programmes of School Modernisation and national funding streams to maximise investment in the school estate for the benefit of learners
- Ensure that the funding for schools is sufficient and sustainable to support local, regional and national priorities for improvement

Risks to manage

- Those schools who do not recognise their need for improvement and external support
- Leadership capacity does not match school needs
- Impact of major reforms to curriculum and assessment models
- Impact of Additional Learning Needs reforms
- Local employers and learning providers do not work closely enough to identify and meet the skills based needs of the future
- Sustainability of funding streams
- Numbers of school places not matching the changing demographics
- Limited funding to address the backlog of known repair and maintenance works in Education and Youth assets.

National Policy Issues:

- National curriculum and assessment reform
- Additional learning needs reforms
- Inadequate revenue funding for schools.
- Sustainability of Welsh Government short term grant funding
- Rationalisation of the provision, planning and accountability processes for education related specific grants
- Affordability of the 21st Century Schools Programme
- Capital provision for schools' repair and maintenance
- North Wales Economic Growth Bid
- Simplification of the process for school place planning and provision
- European funding schemes

What we mean by:

- National Curriculum reform: Wales is undergoing a major transformation of its national curriculum ('A curriculum for Wales – a curriculum for life') which will be fully implemented across all age groups in Wales by 2022.

- Additional Learning Needs reforms: Welsh Government has also introduced new legislation in relation to the education of pupils with additional learning needs – ‘Additional Learning Needs and Education Tribunal (Wales) Act 2018’ which all Local Authorities are required to implement.
- Regional School Improvement Service (GwE): School Effectiveness and Improvement Service for North Wales, works alongside and on behalf of the Local Authorities to develop excellent schools across the region.
- European Social Fund (ESF) Programmes: To increase the employability of local people (aged 25 and over) who have complex barriers to employment.
- 21st Century Schools: A national programme of funding to improve school buildings and environments.
- School Modernisation: The process by which the Local Authority ensures there are a sufficient number of high quality school places, of the right type in the right locations
- Youth Justice Service: Aims to prevent children and young people under 18 from offending or re-offending.

Theme: Green Council


Theme	Priority	Impact
Green Council	Sustainable Development & Environmental Management	<ol style="list-style-type: none"> 1. Enhancing the natural environment and promoting access to open and green space. 2. Reducing energy consumption and using and developing alternative/renewable energy production. 3. Maximising the recovery and recycling of waste.

What we will do in 2018/19

1. Improving, protecting and enhancing the built environment:

Achievement will be measured through:

- Adopting a Local Heritage Strategy; and
- Delivering the key actions of the Local Heritage Strategy.

2.  Managing our natural environment and accessible green space networks to deliver health, well-being and resilience goals.

Achievement will be measured through:

- Optimising the value and benefits Promotion of our country parks and open spaces for productive community use and well-being of our parks and open spaces
- Delivering the Rights of Way Improvement Plan
- Delivering projects set out within the Single Environment Grant application
- Supporting the regional project for the Green and Blue Infrastructure mapping exercise by accessing available external funding; and
- Delivering the actions within the adopted Tree Plan.

3. Maximising the potential of Council assets for energy efficiency: control/reduction of Council energy consumption and thereby cost.


Achievement will be measured through:

- Delivery of the renewable energy plan for the Council's estates and assets which was adopted in 2015
- Reducing Council energy consumption
- Increasing usage of environmentally efficient fleet vehicles
- Moving towards achieving carbon neutrality across our fleet and Council buildings (non housing); and
- Introducing a plan to reduce car usage across the Council.

4. Maximising the recovery and recycling of waste with a view to reducing the reliance on landfill.

Achievement will be measured through:

- Improving recycling performance; and
- Recycling rates per Household Recycling Centre (HRC)

5.  Strengthening regional air quality collaboration to help promote better health and well-being outcomes.

Achievement will be measured through:

- Delivering the actions of the regional air quality plan

6. Publication of the Deposit version of the Local Development Plan preferred strategy.

Achievement will be measured through:

- Achieving the milestones within the Local Development Plan Delivery Agreement.

This is a priority this year because we need to:

- Address the requirements of the sustainable development principles of the Well-being of Future Generations Act and the Environment Bill
- Balance the need for sustainable development with the protection of the natural environment
- Continue to reduce our carbon emissions to meet Welsh Government targets and play our part in helping to address the consequences of climate change; and
- Improve the resilience of local communities to the risk of flooding.

Risks to manage

- Reduction of the Single Environment Grant
- Limitations on suitable Council sites with sufficient area for larger scale renewables schemes and suitable connections to the electric grid
- Funding will not be secured for priority flood alleviation schemes

National Policy Issues:

- Reduction of the Single Environment Grant whilst delivering the priority area of natural resource management
- Reliance on external funding for large scale developments
- Government cap on financial support for solar farms
- Capacity and funding to address flood risks

What we mean by:

- Environmentally Efficient vehicles comply with the Euro 6 standard. This is the European Union directive to reduce harmful pollutants from vehicle exhausts.
- Well-being of Future Generations Act and Environment Bill: Welsh Government (WG) approaches to managing the country's natural resources.
- Deposit version of the Local Development Plan: Delivering sustainable development in the County from 2017 – 2030.
- Local Heritage Strategy: To ensure that the distinct heritage of Flintshire County is fully appreciated and recognised, and enhanced for the overall benefit of the community.

Theme: Green Council

Theme	Priority	Impact
Green Council	Safe and sustainable travel services	Developing the transport infrastructure and employment sites, and transport services, widening access to employment and training sites.

What we will do in 2018/19

1. Accessing and using available grant funding to support Council priorities for accessing employment, health, leisure and education:

Achievement will be measured through:

- Successfully delivering projects and services through national grant funded schemes
 - Local Transport Fund
 - Rural Communities and Development Fund Road Safety
 - Safe Routes
 - Bus Service Support Grant
 - Active Travel integrated network map; and

2. Prioritising the Council's road infrastructure for repairs and maintenance and implement programmes of work within available funding in order to improve the resilience, efficiency and reliability of the transport network.

Achievement will be measured through:

- Monitoring the condition of the highways infrastructure
- Undertaking inspections to ensure reinstatements meet the required standards and raise the standard of works undertaken on Flintshire's network; and
- Delivery of the Highways Asset Management Plan.

3. Supporting isolated communities to develop innovative and sustainable area based transport schemes.

Achievement will be measured through:

- Introducing a sustainable area transport service
- Development of sustainable area based transport schemes within available funding; and
- Developing and supporting the core network of bus services
- Supporting transport solutions to prevent isolation of vulnerable people.

4. Delivering a compliant, safe and integrated transport service.

Achievement will be measured through:

- Increasing the number of financially compliant contracts for school transport; and

- Increasing the number of safety compliant checks.

This is a priority this year because we need to:

- Enable people to access key services and link communities across Flintshire
- Minimise congestion and delays on our highway network
- Maximise the benefits of available funding; and
- Include local transport solutions in the regional Economic Growth Deal bid.

Risks to manage

- Sufficient funding to ensure our highways infrastructure remains safe and capable of supporting economic growth
- Sufficient funding will not be found to continue to provide subsidised bus services.
- Supply chain resilience of transport providers
- Adverse weather conditions on the highway network
- Lack of community support for alternative area transport options.

National Policy Issues:

- Uncertainty of future grant funding
- Rail franchise renewal
- Impact of major road and rail infrastructure decisions
- Reductions in bus subsidies
- Outcomes of regional Economic Growth Bid deal.

What we mean by:

- Infrastructure: Facilities, systems, sites and networks that are necessary for the County to function.
- Local Area Transport Arrangements: Area based subsidised transport schemes which have been developed to provide routes that would otherwise be commercially unviable.
- Bus services: Following changes made in the 1980s, the majority of local bus services in Wales are commercially operated by bus companies.
- Regional Economic Growth Deal bid: the North Wales Economic Ambition Board proposal to UK and Welsh Governments to create new employment and housing.

Theme: Connected Council

Theme	Priority	Impact
Connected Council	Resilient Communities	1) Supporting local communities to be resilient and self-supporting. 2) Committing to resilient service models to sustain local public services. 3) Widening digital access to public services

What we will do in 2018/19

1. Build stronger social enterprises with the sector itself leading development of the sector.

Achievement will be measured through:

- Supporting an increase in the number of social enterprises applying for a Flintshire Business Award; and
- Enabling major social enterprises to increase their traded income and reduce their dependency on council grant therefore reducing the risk of these organisations not being sustainable

2. Grow the capacity of the social enterprise sector and Alternative Delivery Models (ADMs) to become more self-sustaining.


Achievement will be measured through:

- Evaluating the development of each of the three large ADMs and the overall impact the organisation is having on the delivery of community benefits
- Reviewing the overall impact of the Community Asset Transfer Programme including the estimated number of assets sustained; and
- Assess the overall growth in and health of the social enterprise now that a range of work has been completed to support the development of the sector.

3.  Ensuring and delivering community benefits.


Achievement will be measured through:

- Commissioning of two Council contracts with specific community benefits that provides the third sector with a competitive edge
- Enabling commissioners of council services to use community benefits when developing specifications and tenders for services and works; and
- Evaluating the level of community benefits delivered through the ADM and CAT programme.

4.  Enabling the third sector to maximise their contribution towards developing community resilience

Achievement will be measured through:

- Optimising the level of community benefits delivered; and
- Maximising the number and range of partnership projects that the third sector are working with the public sector on to increase community resilience.

5.  Ensure that the Council maximises its contribution to achieving the priorities of the Public Services Board's Well-being Plan

Achievement will be measured through:

- Supporting the delivery of the priorities and actions in the Plan
- Ensuring that all activities and risks within the Plan are tracked and monitored; and
- Optimising the availability of funding to support delivery of the plan

6. Ensure our Armed Forces Community and their families are not disadvantaged when accessing Council Services.

Achievement will be measured through:

- Optimising national grant funding available to support local projects
- Preparing as the first Council in Wales to collect and monitor pupil data from the Armed Forces Community and their families to better inform service provision
- Revising council policies to reflect the ambitions of the Armed Forces Covenant; and
- Achieving Gold status for our Employee Recognition Scheme.

This is a priority this year because we need to:

Build on what has been completed in 2017/18 with support for local communities. In 2018/19 this will concentrate on:

- Developing the community and social sectors to support local communities to be more self-sufficient
- Creating alternative delivery models within the community and social sector to sustain valued public services
- Developing social enterprises, who are able to act for the benefit of local communities and create both employment and economic opportunities; and
- Realising social benefits in the community e.g. increasing volunteering and training opportunities for young people; keeping local money in the community.
- Ensuring our Armed Forces Community and their families are recognised for their commitment.

Risks to manage

- The capacity and appetite of the community and social sectors
- Market conditions which the new Alternative Delivery Models face
- Limitations on public funding to subsidise alternative models
- Procurement regulations stifling our ability to develop local community and third sector markets
- Newly established Social Enterprises and Community Asset Transfers failing in their early stages of development.

National Policy Issues:

- Lack of support programmes for the development of Alternative Delivery Models (ADMs)
- Role of Town and Community Councils in cooperative working and local governance as detailed in the Local Government Bill 2015

- Strengthening of the social sector to be more commercial and less reliant on grant funding.

What we mean by:

- Social Enterprise: Businesses with primarily social objectives whose surpluses are mainly reinvested for that purpose in the business or community.
- Community Benefit Clauses: Benefits to local communities from major procurements e.g. training and employment opportunities, community facilities.
- Alternative Delivery Models (ADMs): New approaches to service delivery designed to sustain important services and meet future need.
- Community Asset Transfers (CAT): The leasehold transfer of a Flintshire County Council asset to an organisation with a social purpose who plans to use it for the benefit of the local community.

Theme: **Serving Council**

Theme	Priority	Impact
Serving Council	Effective Resource Management	1) Continuing to be a high performing and innovative public sector organisation with social values. 2) Providing high quality, accessible, responsive and cost effective public services.

What we will do in 2018/19


1. Develop and implement a renewed five year financial plan that reflects anticipated funding, costs and efficiencies to support strategic decision making over the life of the Council.

Achievement will be measured through:

- Revising our plan to incorporate latest national funding expectations
- Revising our plan to incorporate the impacts of inflation, service demands and new and existing legislation
- Matching our priorities with revenue and capital investment
- Developing the next stage of corporate Business Plans to meet organisational priorities; and
- Performing well against the agreed range of financial performance indicators.

2. Through the People Strategy we aim to operate effectively as a smaller organisation.

Achievement will be measured through:

- Maintaining improved attendance levels
- ~~Maintaining percentage of employees who have secured employment following completion of apprenticeship training (moved to Learning Council)~~
- Developing a sustainable, affordable pay and rewards model
- A single consolidated workforce plan and supporting succession plan
- Introducing a Health and Wellbeing Policy
- ~~Effective workforce support and coaching of the workforce through i) management supervision sessions; and ii) appraisals~~
- Ensuring that effective health and well-being support is in place; and
- ~~ Optimising the collective gain of the employer roles within the Public Services Board. Taking the leadership role in encouraging all PSB partners to be better employers. Participation of Public Services Board (PSB) employer partners in employment initiatives such as Mental Health and Wellbeing.~~

3. Delivery of key annualised objectives from the Digital Strategy and Customer Strategies.

Achievement will be measured through:

- The number of e-forms submitted
- Number of on line payments received
- Combining of Streetscene and Housing contact centres into a single contact centre at Unity House by January 2019

4. Delivery of key annualised objectives from the Capital and Asset Management Strategy.

Achievement will be measured through:

- Implementing the plans for reducing the civic estate principally County Hall
- Developing plans regarding the Council's Industrial and Commercial estate following its wider review ensuring these support our wider asset objectives and MTFS
- Ensuring that projects are delivered cost effectively and on time
- Ensuring that capital funding streams are maximised including the sale of Council property and land assets
- Ensuring that the Capital Programme is affordable and deliverable over the medium term
- Matching our priorities with revenue and capital investment; and
- Performance against the agreed range of financial performance indicators.

5. Maximising the generation of the Council's income streams

Achievement will be measured through:

- Reducing debt
- Developing new income streams
- Maximising commercial activity; and
- Raising the Council's income base by implementing cost recovery and indexation models

7. Adopting the Ethical Code for the Procurement of Supply Chains

Achievement will be measured through:

- Adoption and delivery of a specific action plan for implementation of the Ethical Code for the Procurement of Supply Chains in partnership with local trade unions

7. Delivering the highest possible standards of Information Security

Achievement will be measured through:

- General data Protection Regulation (GDPR) Compliance
- Public Services Network (PSN) accreditation

This is a priority this year because we need to:

- Manage with reducing resources
- Continue to aim high despite reduced financial and people resources
- Make the best use of our capability and capacity in challenging times
- Have the right buildings in the right places for the right uses
- Achieve the highest possible standards of customer services.

Risks to manage

- The scale of the financial challenge
- The capacity and capability of the organisation to implement necessary changes.

National Policy Issues:

- Reduction in capital investment and resources
- Ongoing austerity policies
- Non-funding of new legislative and policy commitments.
- Infrastructure development, Government investment, and the performance of suppliers.

FLINTSHIRE COUNTY COUNCIL

Council Plan 2017/2023 In-year priorities 2018/19

PART 2

How achievement will be measured - Supporting milestones and measures

Theme	Priority	Impact
Supportive Council	Appropriate & Affordable Homes	Ensuring the supply of affordable and quality Council housing

What we will do in 2018/19:

1. Provide new social and affordable homes.

Achievement will be measured through:

- Delivery of HRA and NEW Homes Business Plans.

Achievement Milestones for strategy and action plans:

- Delivering options for new, innovative low rent housing schemes for single people by March 2019.

Tudalen 108	Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
	The numbers of additional Council homes being built through the SHARP programme	Chief Officer – Housing and Assets	55	99	156 ¹
	The numbers of additional affordable homes being built through the SHARP programme		40	22	33 ²
	The number of additional properties managed by NEW Homes		63	22	16
	Increasing the total number of properties managed by NEW Homes		126	148	168

¹ These projections are dependent on securing additional HRA Borrowing Cap from Welsh Government and securing planning approval for the sites

² As Above

2. Welsh Housing Quality Standard (WHQS) investment plan targets achieved.

Achievement Milestones for strategy and action plans:

- Completing the in-year programmed WHQS work schemes in line with the Housing Asset Management Strategy by March 2019.

3. Address the increasing frequency of unauthorised gypsy and traveller encampments and improve the Council’s own permanent site.

Achievement Milestones for strategy and action plans:

- Applying the partners protocol for the management of unauthorised encampments successfully by March 2019
- Improvement of the Riverside traveler site through successful grant application to Welsh Government by March 2019
- Identification of a transit site through the Local Development Plan by March 2019

Theme	Priority	Impact
Supportive Council	Modern, Efficient and Adapted Homes	Ensuring the supply of affordable and quality housing of all tenures

What we will do in 2018/19:

1. Improve standards within the private rented sector.

Achievement will be measured through:

- Working proactively with landlords and tenants to improve the quality of private rented sector properties
- Ensuring landlords and letting agents comply with the Rent Smart code of practice.
- Improving the quality of Houses in Multiple Occupation through making effective use of better intelligence and registration procedures

Achievement Milestones for strategy and action plans:

- Improving the quality of Houses in Multiple Occupation through making effective use of better intelligence and registration procedures by March 2019

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
The percentage of landlords and letting agents compliant with the Rent Smart code of practice	Chief Officer – Planning, Environment and Economy	80.35%	75%	80%
The percentage of tenants protected from unsuitable living conditions		100%	100%	100%

Budget 70

2. Deliver the Council’s housing growth needs.

Achievement will be measured through:

- Delivering social and affordable homes through Welsh Government funding programmes
- Bringing empty properties back into use through Housing Association investment programmes.

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
The number of additional affordable units provided through the SHG Programme	Chief Officer – Housing and Assets	226	262	N/A ³
PAM/014 The number of new homes created as a result of bringing empty properties back into use		293	70	70

Tudalen 71

³ The Social Housing Grant funding for 2019/20 is not known therefore the aspirational target will remain to be confirmed

3. Meeting the housing needs of vulnerable groups.

Achievement will be measured through:

- Opening of Flint Extra Care (Llys Raddington); progressing the build of Holywell Extra Care; considering opportunities for a further extra care facility in Flintshire
- Focusing on the needs of people with a learning or physical disability requiring housing by identifying opportunities for new grants
- Identifying accommodation for younger people with a learning or physical disability
- Addressing the housing needs of adults with learning disabilities and other vulnerable individuals.
- Supporting hospital discharge by developing two houses; and
- Reducing the average number of calendar days taken to deliver a Disabled Facilities Grant (DFG)

Achievement Milestones for strategy and action plans:

- Focusing on the needs of people with a learning or physical disability requiring housing by identifying opportunities for new grants by March 2019
- Identifying accommodation for younger people with a learning or physical disability by March 2019
- Address housing needs of adults with learning disabilities and other vulnerable individuals by March 2019.

Tudalen 72	Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
	PAM/015 Average number of calendar days taken to deliver a DFG	Chief Officer – Planning, Environment and Economy	281.44	247	247
	The number of Flint Extra Care (Llys Raddington) units created		0	73	N/A ⁴
	The number of Extra Care units provided across Flintshire	Chief Officer – Social Services	111	184	239 ⁵

⁴ Aspirational target for the number of Flint Extra Care (Llys Raddington) units created is based on current business plans which may be subject to change for 2018/19

⁵ The aspirational target includes 55 Extra care units at Holywell. These are not planned to start construction until the end of 2019 so might not be completed within 2019/20

Theme	Priority	Impact
Supportive Council	Protecting People from Poverty	Protecting people from poverty by maximising their income and employability

What we will do in 2018/19:

1. Support Flintshire residents to better manage their financial commitments.

Achievement will be measured through:

- Assisting people with Welfare Reform changes through the effective application of the Council’s Discretionary Housing Payment Policy
- Providing advice and support services to help people manage their income, including supporting people to access affordable credit and local Credit Unions
- Timely processing of Housing Benefit claims
- Assisting Flintshire residents to claim additional income to which they are entitled.

Achievement Milestones for strategy and action plans:

- Develop a plan to assist people with Welfare Reform changes through the effective application of the Council’s Discretionary Housing Payment Policy by March 2019.

Tudalen 73	Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
	Number of days to process new housing benefit claims	Chief Officer – Housing and Assets	17.56	17.56	17.56
	Number of days to process change of circumstances for housing benefit		24.33	24.33	24.33
	The amount of additional income paid to Flintshire residents as a result of the anti-poverty work undertaken by the Council		£1.4m	£1.5m	£1.5m

2. Working collaboratively to minimise Universal Credit (UC) risks.

Achievement will be measured through:

- Achieving the Homeless prevention target
- Delivering Personal Budgeting and Digital Support Services.

Achievement Milestones for strategy and action plans:

- Delivering the UC Operational board action plan by March 2019.

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
PAM/012 Percentage of households successfully prevented from becoming homeless	Chief Officer – Housing and Assets	70.47%	89%	89%
The number of people on UC that have received personal budgeting support		424	606	606 ⁶
The number of people on UC that have received digital support		2162	365	365

⁶ Aspiration targets dependent on continuation of funding and the number of people receiving Universal Credit. Targets are based on the number of cases that Flintshire County Council are funded for via the DWP

3. Develop skills programmes and delivery mechanism for North Wales Growth Deal

Achievement will be measured through:

- Finalising an employability proposal as part of the Regional Economic Growth Bid to seek long term investment via a simple and cost effective programme of support
- Developing an enhanced careers and guidance service for North Wales to match young people to the labour market
- Increasing the number of local people who, following attendance on a programme report they are closer to work or becoming ready to enter work.

Achievement Milestones for strategy and action plans:

- Build upon the work already developed on employability across north Wales to submit a detailed business case to UK and Welsh Governments by August 2018
- Develop a plan for an enhanced careers and guidance service for North Wales to match young people to the labour market by March 2019

Tudalen 70	Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
	Number of people completing programmes commissioned by the Council which deliver job and training outcomes	Chief Officer – Planning, Environment and Economy	628	500	500

4. Develop and deliver programmes to improve domestic efficiency to reduce Co2 emissions and fuel poverty.

Achievement will be measured through:

- Reducing the overall annual fuel bill for residents benefiting from energy efficient programmes
- Providing advice and support to residents to enable them to switch to a lower cost energy tariff
- Increasing the number of private sector and Council homes receiving energy efficiency measures

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
The number of people receiving advice and support to enable reductions in tariff	Chief Officer – Housing and Assets	547	550	600
The number of private sector homes receiving efficiency measures		196	100	100
The number of Council homes receiving efficiency measures		105	100	100

5. Develop a strategy to address food poverty.

Achievement will be measured through:

- Developing programmes in partnership with the social and third sector to work towards addressing food poverty
- Completing feasibility work for the development of a food-based social enterprise.

Achievement Milestones will be measured through:

- Developing programmes in partnership with the social and third sector to work towards addressing food poverty by March 2019
- Completing feasibility work for the development of a food-based social enterprise by December 2018.

Theme	Priority	Impact
Supportive Council	Independent Living	<ul style="list-style-type: none"> • Making early interventions to support healthy and independent living • Sustaining a local market of high quality and affordable service provision for those who are highly dependent on care support

What we will do in 2018/19:

1. Expand and support the care sector to enable people to live well and have a good quality of life

Achievement will be measured through:

- Further development of a business model to support an additional extra care scheme in the County according to need
- Continuing to deliver the improvement programme for person-centred care (Progress for Providers) in the residential sector, and extend to domiciliary providers
- Consideration of feedback from the Older People’s Commissioner in her review of “A Place Called Home”; and
- Develop local and community based options for Looked After Children

Achievement Milestones for strategy and action plans:

- Agreeing the business model to increase direct provision of residential care and sustain domiciliary care roles to support the wider market by March 2019
- Working with Betsi Cadwaladr University Health Board (BCUHB) to develop an action plan to support the quality and breadth of nursing provision by March 2019
- Delivering a strategy for independent sector domiciliary care agencies to support service sustainability by October 2018.

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
Number of in house locality teams working towards Bronze standard in Progress for Providers of domiciliary care	Chief Officer – Social Services	0	3	n/a
Number of independent sector providers working towards Bronze standard in Progress for Providers of domiciliary care		0	3	6
The number of care homes that have achieved bronze standard who have also achieved silver standard for Progress for Providers		0	5	10
Sustaining existing care homes within Flintshire		26	26	26
The percentage occupancy within Flintshire care homes		95.3%	95%	95%

2. Support greater independence for individuals with a frailty and / or disability, and for people at risk of isolation.

Achievement will be measured through:

- Increasing the percentage of adults who are content with their care and support
- Strengthening the multi-agency Single Point of Access by close working with BCUHB
- Ensuring that the wider care sector workforce are supported to be compliant with the Regulation and Inspection of Social Care (Wales) Act
- Implementing the priorities of the Ageing Well Plan

Achievement Milestones for strategy and action plans:

- Achieve a more effective Single Point of Access through continued joint working with BCUHB and integration with the Community Resource Team by December 2018

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
Percentage of adults satisfied with their care and support	Chief Officer – Social Services	No data	Baseline year	n/a
The percentage of the relevant workforce to have received training in RSCA ⁷		No Data	100	n/a

3. Improve outcomes for Looked After Children.

Achievement will be measured through:

- Increasing the percentage of young people who are content with their care and support
- Strengthening stable, local placements for children
- Strengthening partnership working with BCUHB to ensure timely access to health assessments

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
Percentage of child assessments completed in time	Chief Officer - Social Services	No data	84%	86%
Percentage of children in care who had to move 2 or more times		9.33%	10%	7%
Percentage of looked after children with a timely health assessment		52.5%	81%	85%

⁷ Regulation and Inspection of Social Care Act

Theme	Priority	Impact
Supportive Council	Integrated community social and health services	<ul style="list-style-type: none"> • Enabling more people to live independently and well at home • Giving equal opportunity to all to fulfil their lives • Providing joined-up services with public and third sector partners which support quality of life in communities and for individuals and families

1. Develop and integrate services for carers with our commissioned providers

Achievement will be measured through:

- Increasing the number of carers that are supported
- Evidencing improved outcomes for carers
- Increasing the use of advocacy for carers.

Achievement Milestones for strategy and action plans:

- Evidencing improved outcomes for carers by enabling them to continue with their caring role by March 2019

Tudalen 79	Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
	Number of adult carers identified.	Chief Officer – Social Services	1185	900	900
Percentage of carers that feel supported	No data		Baseline year	N/A	

2. Embed the long term use of the Integrated Care Fund (ICF) to meet local needs and demands.

Achievement will be measured through:

- Reaching agreement for the alignment of ICF with local priorities
- Maintaining the rate of delayed transfers of care for social care reasons.

Achievement Milestones for strategy and action plans:

- Reach agreement for the alignment of ICF with local priorities throughout the year by March 2019.

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
Rate of people kept in hospital while waiting for social care per 1,000 population aged 75+	Chief Officer – Social Services	1.89	1.89	1.89

Rate of people kept in hospital while waiting for social care per 1,000 population aged 75+

3. Embed the Early Help Hub into everyday practice by working with statutory partners and the third sector

Achievement will be measured through:

- The number of families who receive information and support through the Early Help Hub
- The collection of case studies and feedback from families
- Developing a sustainable financing plan with partners

Achievement Milestones for strategy and action plans:

- Establish a process for collecting feedback from families engaging with the Early Help Hub by March 2019.
- Developing a sustainable financing plan with partners by March 2019.

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
The number of families receiving information and support through the Early Help Hub	Chief Officer – Social Services	684	800	800
Percentage of child protection referrals that result in “no further action”.		30%	30%	30%

4. Working with the new Wales Programme to recognise Adverse Childhood Experiences (ACES)

Achievement will be measured through:

- A better informed and skilled workforce which can proactively respond to individuals as well as increased vulnerability awareness among frontline staff
- Developing more appropriate and consistent sharing of information about vulnerability and reduce repeat demand

Achievement Milestones for strategy and action plans:

- A better informed and skilled workforce which can proactively respond to individuals as well as increased vulnerability awareness among frontline staff by March 2019
- Developing more appropriate and consistent sharing of information about vulnerability and reduce repeat demand by March 2019

Tudalen 8

Theme	Priority	Impact
Supportive Council	Safeguarding	<ul style="list-style-type: none"> Protecting people from the risk of any form of abuse Making communities safe places by working with partners to prevent crime, repeat crime and anti-social behaviour

What we will do in 2018/19:

1. All Council portfolios to understand and act on their responsibilities to address safeguarding

Achievement will be measured through:

- Completion of the online child and adult safeguarding module; and
- Reviewing corporate service policies and procedures to identify breadth and depth of safeguarding coverage
- Increasing awareness across portfolios through appropriate training
- Increasing the public’s awareness of safeguarding.

Achievement Milestones for strategy and action plans:
Ensuring safeguarding best practice has become business as usual across the council by March 2019.

Judicialen 82	Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
	The number of officers who have completed specialist awareness training.	Chief Officer – Social Services	437	Not set ⁸	Not set

⁸ No target has been set as the specific training has not yet been identified

2. Identify and address the signs and symptoms of domestic abuse and sexual violence.

Achievement will be measured through:

- The workforce being more confident in identifying and reporting the signs and symptoms of domestic abuse and sexual violence following:
 - The delivery of the level 1 training programme to meet the requirements of the Domestic Abuse and Sexual Violence (DASV) National Training Framework
- The number of incidents of Domestic Abuse and Sexual Violence reported.

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
The Percentage of employees who have completed the level 1 e-learning training package to meet the requirements of the Domestic Abuse and Sexual Violence National Training Framework	Chief Executive	11.59%	45%	100%
Number of reported incidents of Domestic Abuse and Sexual Violence	Chief Officer – Planning, Environment and Economy	2926	Trend analysis will be monitored throughout the year against reported incidents of Domestic Abuse and Sexual Violence	
Number of Domestic Abuse incidents reported to North Wales Police		2483		
Number of incidents of Sexual Assault reported to North Wales Police		443		
To support the forthcoming Violence Against Women, Domestic Abuse & Sexual Violence Strategy which is expected to be in place by March 2019 Welsh Government are intending to publish a set of national indicators across all public services.				

3. Strengthen regional community safety through collaboration and partnership arrangements.

Achievement will be measured through:

- Adopting and achieving of the priorities of the North Wales Safer Communities’ Board Plan through; formulation of a local delivery plan, which also includes locally identified priorities, and overseen by the Public Services Board

Achievement Milestones for strategy and action plans:

- Development of a local delivery plan, which also includes locally identified priorities, and overseen by the Public Services Board by March 2019.

Theme	Priority	Impact
Ambitious Council	Business Sector Growth and Regeneration	<ul style="list-style-type: none"> • Sustaining economic growth through local and regional business development, employment and training sites • Developing the transport infrastructure and employment sites and transport services, widening access to employment and training sites • Creating a supply of diverse and quality training and employment opportunities

What we will do in 2018/19:

1. The Regional Economic Growth Deal will be developed to final approval stages with UK and Welsh Governments this year, including agreement of funding allocations and formal governance arrangements.

Achievement will be measured through:

- Final agreement of a new governance framework for the North Wales
- The achievement of a Regional Growth Deal with Government Investment in the regional economy
- Agreeing a strategy for delivery of the parts of the Regional Growth Deal which will directly benefit Flintshire
- Publishing the Deposit version of the Local Development Plan (LDP) economic strategy

Achievement Milestones for strategy and action plans:

- Final agreement of a new governance framework for the North Wales Economic Ambition Board by March 2019.
- Securing Government investment in the regional economy by October 2019.
- Preparation for regional programme delivery in place by March 2019.
- Developing the Local Development Plan (LDP) economic strategy by March 2019.

2. Guide the development of the Deeside Enterprise Zone (DEZ) and Northern Gateway mixed use development site. Ensure that developments maximise economic and social value for the County and that they deliver the commitments made in the Regional Economic Growth Deal.

Achievement will be measured through:

- Providing clear and responsive guidance to potential developers within the DEZ and Northern Gateway
- Seeking a revised strategic framework from the Northern Gateway developers
- Delivery of phase 2 and / or phase 3 enabling works.

Achievement Milestones for strategy and action plans:

- Providing clear and responsive guidance to potential developers within the DEZ and Northern Gateway by March 2019.
- Welsh Government committing to a further phase of infrastructure works on Northern Gateway by December 2018.

3. Develop long term strategic approach to Council's economic estate and land.

Achievement will be measured through:

- Complete an action plan from the review of the Council's economic estate and land

Achievement Milestones for strategy and action plans:

- Complete an action plan from the review of the Council's economic estate and land by August 2018

4. Protecting the scale and quality of apprenticeships both regionally and locally.

Achievement will be measured through:

- Ensuring apprenticeships feature in the Regional Economic Growth Deal proposal.

Achievement Milestones for strategy and action plans:

- Ensuring apprenticeships feature in the Regional Economic Growth Deal proposal by March 2019.

5. Develop a more strategic approach to regenerating and supporting town centres in partnership with Town Councils.

Achievement will be measured through:

- Development and implementation of local plans for retail offer, town centre management, transport connectivity, local asset and service management and appearance
- Development of solutions for the productive use of land in town centres for retail, commercial, housing and complementary uses; and
- Development of options to diversify land use in town centres whilst maintaining their primary role as retail centres.

Achievement Milestones for strategy and action plans:

- Develop solutions for the productive use of land in town centres for retail, commercial, housing and complementary uses by March 2019.
- Plan to identify options to diversify land use in town centres whilst maintaining their primary role as retail centres by March 2019.

6. Targeted Regeneration Investment Programme (TRIP) – developing Flintshire’s role and its local programme

Achievement will be measured through:

- Developing proposals and gaining funding commitment for town centre projects which facilitate town centre diversification

Achievement Milestones for strategy and action plans:

- Ensuring that transport infrastructure features in the Regional Economic Growth Deal proposal by July 2018
- Continue to work closely with Welsh Government to plan, develop and implement elements of the North East Wales Metro by March 2019.

7. Ensure the development of regional and local transport strategy and initiatives maximises the potential for economic benefits and improve access to employment and tourism destinations

Achievement will be measured through:

- Ensuring that transport infrastructure features in the Regional Economic Growth Deal proposal
- Plan the development of transport connections from the North East Wales Metro scheme to support wider economic development across Flintshire
- Implementing the Flintshire County Council Integrated Transport Strategy to improve transport access to the principal employment sites
- The performance of the local and sub-regional economy with public sector interventions in investment.

Achievement Milestones for strategy and action plans:

- Submission of Regional Growth Deal proposals to UK and Welsh Governments and subsequent negotiation process concluded by March 2019
- Deliver the in-year actions against the Welsh Government funded North East Wales Metro schemes by March 2019

Theme	Priority	Impact
Learning Council	High Performing Education	<ul style="list-style-type: none"> • Providing high quality learning opportunities, and learning environments for learners of all ages • Supporting children and younger people to achieve their potential • Supporting learners from 3 to 18 years of age to aspire to high levels of educational attainment and achievement

What we will do in 2018/19:

<p>1. Provide effective learning opportunities and quality learning environments for all pupils aged 3-18 to achieve their potential and high levels of educational attainment.</p> <p>Achievement will be measured through:</p> <ul style="list-style-type: none"> • The number of learners achieving or exceeding the expected outcome levels at the final assessment point in Key Stage 4, aged 16. • The number of learners entitled to free school meals who achieve or exceed the expected outcome levels at the final assessment point in Key Stage 4, aged 16 • The number of learners being assessed through the medium of Welsh at Year 2 and Year 11 as part of the national strategy to achieve a million Welsh speakers by 2050. • Attendance of pupils in primary schools • Attendance of pupils in secondary schools • Attendance of pupils in the Portfolio PRU • The number of pupils aged 16 achieving 5A*-A grades at GCSE <p>Achievement Milestones for strategy and action plans:</p> <ul style="list-style-type: none"> • Creation of a revised Education Improvement & Modernisation Strategy to reflect national priorities and local areas for improvement identified in most current portfolio self-evaluation report • GwE delivery of the Level 2 and Level 3 Business Plans for School Improvement in Flintshire as commissioned by the Council
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Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target

Capped 9 score ⁹	Chief Officer – Education and Youth	New I	367.0	Not set ¹⁰
Capped 9 score for pupils entitled to Free School Meals		New	321.7	Not set
(PAM/007) Percentage of pupil attendance in primary schools		94.8%	95.26%	Not set
(PAM/008) Percentage of pupil attendance secondary schools		93.9%	94.90%	Not set
Percentage of pupil attendance in Portfolio PRU		68.1%	72.0%	75.0%
(PAM/033) Percentage of pupils assessed in Welsh at the end of the Foundation Phase (Year 2 pupils)		New	6.3%	6.5%
(PAM/034) Percentage of year 11 pupils assessed in Welsh GCSE (first language)		New	3.9%	5.1%
Percentage of students achieving 5A*-A grades at GCSE		17.1%	17.6%	18.1%

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⁹ The Capped 9 score for each learner is calculated using:

- Best outcome in either English Language or Literacy GCSE
- Best outcome in either Mathematics or Maths Numeracy GCSE
- Best outcome in a Science GCSE

- The remaining six components will comprise pupils' best results for GCSE or equivalent qualifications approved or designated for delivery in Wales

¹⁰ Targets are not set by schools at this stage

2. Provide effective support to schools identified as causing concern to quickly re-establish good educational standards.

Achievement will be measured through:

- Reducing the number of schools placed in statutory categories of concern by Estyn i.e. ‘Special Measures’ or ‘In Need of Significant Improvement’

Achievement Milestones for strategy and action plans:

- All schools in statutory follow up categories to have a detailed improvement action plan jointly constructed by the LA and GwE
- All schools in statutory follow up categories to be subject to termly meetings of the Council’s School Performance Monitoring Group

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
The number of schools in an Estyn statutory category of concern	Chief Officer – Education and Youth	3 schools	1 school	0 schools

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3. Prepare for national reforms on curriculum and inclusion

Achievement will be measured through:

- Schools’ self-evaluation of progress towards the implementation of the new curriculum model via the GwE online dashboard (G6) which records key milestones
- Portfolio self-evaluation of the progress towards the implementation of the Additional Learning Needs Bill via the national readiness survey which records key milestones

Achievement Milestones for strategy and action plans:

- All schools to have undertaken an initial assessment of progress towards the implementation of the new curriculum by 1st October 2018 on the G6 dashboard
- Between October 2018 and March 2019 all schools to have improved their readiness for the implementation of the new curriculum by demonstrating an increase in the number of ‘green’ and ‘yellow’ indicators on their G6 dashboard, reducing the number of ‘amber’ indicators and eliminating all ‘red’ indicators
- Portfolio self-evaluation towards implementation of the Additional Learning Needs Bill completed
- Portfolio action plan to prepare Local Authority teams and schools for implementation of the ALN Bill developed and shared with key stakeholders

	Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
Tudalen or 1	All schools to have completed their initial assessment of readiness for the new curriculum by 1 st October 2018 on the G6 dashboard	Chief Officer – Education and Youth	New indicator	100%	One off measure
	All schools to have eliminated any ‘red’ indicators against their readiness for the new curriculum by 31 st March 2019 on the G6 dashboard		New indicator	100%	One off measure ¹¹

¹¹ These measures will move forward next year to the number of ‘amber’ indicators

4. Continue substantial investment in the school estate through the School Modernisation Strategy and maximising use of Welsh Government funding streams e.g. 21st Century Schools Programme, Welsh Medium Education Grant, Infant Class Size Grant & Early Years Grant. Continue programme of repairs and maintenance across Flintshire schools.

Achievement will be measured through:

- Completing key milestones in the Schools Modernisation programme
- Submission of grant funding bids for individual Welsh Government funding streams within designated timescales
- The completion of identified projects on time and within budget for capital projects and the repairs and maintenance programme

Achievement Milestones for strategy and action plans:

- Submission of grant applications by March 2019 for:
 - Infant Class Size reduction
 - Small and Rural Schools Grant
 - Welsh Medium Education Grant
 - Early Years Grant
- Completion of next stage in the 21st Century Schools Band B Business Case process by March 2019
- Completion of identified works in the Council’s capital Programme for 2018/19 by March 2019
- Completion of identified works in the repairs and maintenance programme for 2018/19 by March 2019

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5. Maintain low levels of young people/adults ‘Not in Education, Employment or Training’ and increase support opportunities for apprenticeship and employment.

Achievement will be measured through:

- Maintaining levels of 16 year olds in education, employment and training above benchmark position
- Improving the number of hours in education, training or employment that young people in the youth justice system can access
- Further developing the provision for learners in danger of disengaging (TRAC¹²)
- Supporting the regional skills strategy for Science, Technology, English and Maths (STEM) by increasing the percentage of learners involved in STEM subjects at A Level (L3 course)

Achievement Milestones for strategy and action plans:

- Delivery of the portfolio Education Improvement and Modernisation strategy by March 2019
- Delivery of the Integrated Youth Services Plan by March 2019
- TRAC Plan

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
(PAM/009) % Year 11 leavers not in education, training or employment (NEET)	Chief Officer – Education and Youth	1.7%	1.1%	1.0%
The percentage of young people aged 16 – 18 in the youth justice system offered 16 hours of education, training or employment		51%	53%	55%
The percentage of year 13 learners who complete level three courses in Maths within Flintshire schools		27%	29%	31%
The percentage of year 13 learners who complete level three courses in Science within Flintshire schools		16%	18%	20%
Number of new pupils engaging with the TRAC programme		New	120	120

¹² TRAC is funded though the European Social Fund and aims to prevent disengagement from the education system

6. Fully embed Flintshire’s Youth Council to ensure that young people across the authority are involved in the evaluation and delivery of services that impact on them.

Achievement will be measured through:

- The range of representation of young people’s groups on the Youth Council
- The interface between Youth Council representatives and existing Council structures e.g. attendance at Council meetings such as Cabinet, Council and Scrutiny
- Feedback from the Youth Council on services that impact on them and evidence of changes as a result

Achievement Milestones for strategy and action plans:

- Evidence of the inclusive recruitment process and the broad diversity of the young people’s electorate by March 2019
- Record of meaningful impact from the Youth Council on service design, evaluations, consultations, partnership working and innovations by March 2019
- Record of input from the Youth Council into Council structures e.g. Council meetings & Scrutiny meetings by March 2019

Theme	Priority	Impact
Learning Council	Enhance skills to improve employment opportunities.	Provide learning & employability training programmes to Flintshire communities

1. Increase the number of apprenticeships which result in a positive outcome

Achievement will be measured through:

- The number of apprentices that complete the programme with a positive outcome, these are:
 - Gain employment with Flintshire County Council
 - Gain employment with an external employer
 - Progress to a higher level qualification

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
The number of apprentices that complete the programme with a positive outcome	Chief Executive	New	90%	95%

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Theme	Priority	Impact
Green Council	Sustainable Development and Environmental Management	<ul style="list-style-type: none"> • Enhancing the natural environment and promoting access to open and green space • Reducing energy consumption and using and developing alternative/renewable energy production • Maximising the recovery and recycling of waste

What we will do in 2018/19:

1. Improve, protect and enhance the built environment.

Achievement will be measured through:

- Adopting a Local Heritage Strategy
- Delivering the key actions of the Local Heritage Strategy.

Achievement Milestones for strategy and action plans:

- Adoption of a Local Heritage Strategy by October 2019
- Delivery of key actions within the Local Heritage Strategy by March 2019.

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2. Managing our natural environment and accessible green-space networks to deliver health, well-being and resilience goals.

Achievement will be measured through:

- Promotion of our country parks and open spaces for productive community use and well-being
- Delivering the Rights of Way Improvement Plan
- Delivering projects set out within the Single Environment Grant (SEG) application.
- Supporting the regional project for the Green and Blue Infrastructure mapping exercise by accessing available external funding
- Delivering the actions within the adopted Tree Plan.

Achievement Milestones for strategy and action plans:

- Delivering key stages of the Rights of Way Improvement Plan by March 2019.
- Delivering projects set out within the SEG grant application including flood defence, biodiversity duty and green-space enhancement by March 2019.
- Supporting the regional project for the Green and Blue Infrastructure mapping exercise by March 2019.
- Delivering the actions within the adopted Tree Plan by October 2018

3. Maximising the potential of Council assets for energy efficiency: Control/reduction of Council energy consumption and thereby cost

Achievement will be measured through:

- Delivery of the renewable energy plan for the Council’s estates and assets which was adopted in 2015
- Reducing Council energy consumption
- Increasing usage of environmentally efficient fleet vehicles
- Moving towards achieving carbon neutrality across our fleet and Council buildings (non housing); and
- Introducing a plan to reduce car usage across the Council

Achievement Milestones for strategy and action plans:

- Delivery of Phase 2 of the renewable energy action plan (10 year plan adopted in 2015).
- Introducing a plan to reduce car usage by March 2019

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
Percentage of environmentally efficient front line operational vehicles to Euro 6 standard.	Chief Officer Street Scene and Transportation	89.35%	90%	92%
Number of street furniture and street light units replaced with LED lighting.		10,799	12,000	15,000
Reduce our carbon footprint across our Council buildings (non housing)		34.48%	10%	TBC

4. Maximise the recovery and recycling of waste with a view to reducing the reliance on landfill.

Achievement will be measured through:

- Improving recycling performance
- Recycling rates per Household Recycling Centre (HRC)

Achievement Milestones for strategy and action plans:

- Meeting statutory Welsh Government recycling targets by March 2019

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
PAM/030 Percentage of waste reused, recycled or composted	Chief Officer Street Scene and Transportation	68%	66%	68%
Average recycling rate across all HRC sites		75%	76%	78%

5. Strengthen regional air quality collaboration to help promote better health and well-being outcomes.

Achievement will be measured through:

- Delivering the actions of the Regional Air Quality Plan

Achievement Milestones for strategy and action plans:

- Delivering the in-year actions of the Regional Air Quality Plan by March 2019.

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6. Identification of the Local Development Plan preferred strategy

Achievement will be measured through:

- Achieving the milestones within the Local Development Plan Delivery Agreement.

Achievement Milestones for strategy and action plans:

- Achieving the milestones within the Local Development Plan Delivery Agreement by March 2019.

Theme	Priority	Impact
Green Council	Safe and Sustainable Travel Services	<ul style="list-style-type: none"> Developing the transport infrastructure and employment sites, and transport services, widening access to employment and training sites

What we will do in 2018/19:

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

Achievement will be measured through:

- Successfully delivering projects and services through national grant funded schemes
 - Local transport fund
 - Rural Communities and Development Fund
 - Road Safety
 - Safe Routes
 - Bus Service Support Grant
 - Active Travel integrated network map
- Development of sub-regional and Metro inter-modal transport projects.

Achievement Milestones for strategy and action plans:

- Submission of funding bids to Welsh Government by closing date for applications within the year
- Delivering of projects and services that have received successful funding by the end of the financial year
- Development of sub-regional and Metro inter-modal transport projects by in line with funding and individual scheme requirements

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
The number of projects and services delivered through national grant funded schemes	Chief Officer Street Scene and Transportation	6	6	6 ¹³

¹³ The aspirational target is dependent on the level of national grant funding which is not yet known

2. Prioritise the Council’s road infrastructure for repairs and maintenance and implement programmes of work within available funding in order to improve the resilience, efficiency and reliability of the transport network.

Achievement will be measured through:

- Monitoring the condition of the highways infrastructure
- Undertaking inspections to ensure reinstatements meet the required standards and raise the standard of works undertaken on Flintshire’s network
- Delivery of the Highways Asset Management Plan.

Achievement Milestones for strategy and action plans:

- Undertake condition surveys to produce the annual resurfacing programme by March 2019
- Undertake post completion inspections of utility work by March 2019

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
PAM/020 Percentage of A roads in overall poor condition	Chief Officer Street Scene and Transportation	1.3%	1.8%	2%
PAM/021 Percentage of B roads in overall poor condition		1.1%	2%	3%
PAM/022 Percentage of C roads in overall poor condition		5.3%	6%	7%
Percentage of post completion inspections of utility work undertaken to ensure reinstatements meet the required standards		No data	90%	100%

Road condition performance is expected to downturn due to budget restrictions

3. Support isolated communities to develop innovative and sustainable area based transport schemes.

Achievement will be measured through:

- Introducing a sustainable area transport service
- Development of sustainable area based transport schemes within available funding
- Developing and supporting the core network of bus services.
- Supporting transport solutions to prevent isolation of vulnerable people.

Achievement Milestones for strategy and action plans:

- Developing and supporting sustainable area based transport scheme strategies to complement the core network of bus services by October 2018
- Supporting transport solutions to prevent isolation of vulnerable people by October 2018

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
Number of sustainable area based transport schemes developed against plan	Chief Officer Street Scene and Transportation	4	4	4

4. Deliver a compliant, safe and integrated transport service.

Achievement will be measured through:

- Increasing the number of financially compliant contracts for school transport; and
- Increasing the number of safety compliant checks

Achievement Milestones for strategy and action plans:

- Achieving targets for compliance checks by March 2019

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
Percentage of contracts awarded that are financially compliant for school transport	Chief Officer Street Scene and Transportation	86.95%	90%	95%
The percentage of safety compliant checks delivered		75.68%	90%	95%

Theme	Priority	Impact
Connected Council	Resilient Communities	<ul style="list-style-type: none"> Supporting local communities to be resilient and self-supporting Committing to resilient service models to sustain local public services Widening digital access to public services

What we will do in 2018/19:

1. Build stronger social enterprises with the sector itself leading development of the sector.
<p>Achievement will be measured through:</p> <ul style="list-style-type: none"> Supporting an increase in the number of social enterprises applying for a Flintshire Business Award; and Enabling major social enterprises to increase their traded income and reduce their dependency on council grant <p>Achievement Milestones for strategy and action plans:</p> <ul style="list-style-type: none"> Holding a Social Enterprise conference to encourage development of a network by June 2018 Submit an application for Social Enterprise UK Social Enterprise Place Award by March 2019 Establish a sector led social enterprise network by March 2019

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
Number of social enterprises applying for a Flintshire Business Award	Chief Officer – Strategic Programmes	8	10	12

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2. Grow the capacity of the social enterprise sector and Alternative Delivery Models (ADMs) to become more self-sustaining.

Achievement will be measured through:

- Evaluating the development of each of the three large ADMs and the overall impact the organisation is having on the delivery of community benefits
- Reviewing the overall impact of the Community Asset Transfer Programme including the estimated number of assets sustained; and
- Assess the overall growth in and strength of the social enterprise sector after completing large scale ADMs and CATs.

Achievement Milestones for strategy and action plans:

- Review community benefits delivered by the three large ADMs by March 2019
- Reviewing the overall impact of the Community Asset Transfer Programme by March 2019
- Development of a tool to assess the health of individual social enterprises by March 2019

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
Number of assets sustained through the CAT Programme	Chief Officer – Strategic Programmes	33	33	33

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3. Ensuring and delivering community benefits.

Achievement will be measured through:

- Commissioning of two Council contracts with specific community benefits that provides the third sector with a competitive edge
- Enabling commissioners of council services to use community benefits when developing specifications and tenders for services and works; and
- Evaluating the level of community benefits delivered through the ADM and CAT programme

Achievement Milestones for strategy and action plans:

- Consultation with commissioners and suppliers about the Councils approach to Community Benefits by December 2018
- Processes in place to assess all procurement contracts for inclusion of community benefits by July 2018
- Develop tools to support commissioners to use community benefits by March 2019

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
Percentage of contracts over £25,000 that include Community Benefit clauses	Chief Officer – Strategic Programmes	New	100%	100%

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4. Enabling the third sector to maximise their contribution.

Achievement will be measured through:

- Optimising the level of community benefits delivered; and
- Maximising the number and range of partnership projects that the third sector are working with the public sector on to increase community resilience.

Achievement Milestones for strategy and action plans:

- Baseline data in place from 2017/18 for community benefits by August 2018
- Development of joint plans for work with the third sector in place by December 2019
- Assessment of overall community benefits delivered through the CAT programme by March 2019

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
Third Sector playing a major role in 4 community resilience programmes : CATs, Social Prescribing, Holway area work; Shotton area work	Chief Officer – Strategic Programmes	1	4	5

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5. Ensure that the Council maximises its contribution to achieving the priorities of the Public Services Board’s Well-being Plan

Achievement will be measured through:

- Supporting the delivery of the priorities and actions in the Plan
- Ensuring that all activities and risks within the Plan are tracked and monitored; and
- Optimising the availability of Regional PSB support funding

Achievement Milestones for strategy and action plans:

- Regional funding in place to support Leadership pilot by August 2018
- Public Services Board leadership pilot programme in place by March 2019
- Activities and plans fully developed by August 2018

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
Percentage of key Council activities from the Flintshire Well-being Plan delivered	Chief Officer – Strategic Programmes	New	95% completion of key activities	95%

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6. Ensure our Armed Forces Community and their families are not disadvantaged when accessing Council Services.

Achievement will be measured through:

- Optimising national grant funding available to support local projects
- Preparing as the first Council in Wales to collect and monitor pupil data from the Armed Forces Community and their families to better inform service provision
- Revising council policies to reflect the ambitions of the Armed Forces Covenant
- Achieving Gold status for our Employee Recognition Scheme

Achievement Milestones for strategy and action plans:

- Optimising the value of national grant funding to support the Armed Forces Community by March 2019.
- Starting the process to collect and monitor pupil data from the Armed Forces Community and their families by October 2018
- Revising council policies to reflect the ambitions of the Armed Forces Covenant by March 2018
- Achieving Gold status for our Employee Recognition Scheme by March 2019

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
Total amount of grant funding successfully awarded to support local Flintshire schemes	Chief Executive	£0	£10,000	£10,000
Number of council policies revised to take account of the Armed Forces Covenant		2	2	2

Theme	Priority	Impact
Serving Council	Efficient Resource Management	<ul style="list-style-type: none"> Continuing to be a high performing and innovative public sector organisation with social values Providing high quality, accessible, responsive and cost effective public services

What we will do in 2018/19:

1. Develop and implement a renewed five year financial plan that reflects anticipated funding, costs and efficiencies to support strategic decision making over the life of the council.

Achievement will be measured through:

- Revising our plan to incorporate latest national funding expectations
- Revising our plan to incorporate the impacts of inflation, service demands and new and existing legislation
- Matching our priorities with revenue and capital investment
- Developing the next stage of corporate Business Plans to meet organisational priorities; and
- Performance against the agreed range of financial performance indicators.

Achievement Milestones for strategy and action plans:

- Revising our plan to meet the relevant funding gap for 2017-2023
- Revising our plan to incorporate the impacts of inflation, service demands and new and existing legislation
- Matching our priorities with revenue and capital investment
- Developing the next stage of corporate Business Plans to meet organizational objectives by September 2018

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
The amount of efficiency targets achieved	Chief Executive	£7,970,000	£5,511,000	TBC ¹⁴
The percentage of planned efficiencies achieved		95%	95%	95%
The percentage variance between the revenue budget out-turn and the budget set		0.04%	0.5%	0.5%

¹⁴ The aspirational target will be a minimum of 95% of the agreed figure for 2018/19

2. Through the People Strategy we aim to operate effectively as a smaller organisation.

Achievement will be measured through:

- Maintaining improved attendance levels
- A single consolidated workforce plan and supporting succession plan
- Developing a sustainable, affordable pay and rewards model
- Effective workforce support and coaching of the workforce through management supervision and appraisals
- Ensuring that effective health and well-being support is in place
- Participation of Public Services Board (PSB) employer partners in employment initiatives such as Mental Health and Wellbeing.

Achievement Milestones for strategy and action plans:

- Development of a single consolidated workforce plan and supporting succession plan by March 2019.
- Introduce a Health and Wellbeing Policy by October 2018

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
PAM/001 The number of working days per full time equivalent (FTE) local authority employees lost due to sickness absence – attendance levels	Chief Executive	8.89	8.5	8
Percentage of eligible employees receiving an annual appraisal		78.58%	100%	100%
Percentage of managers who have attended the Health and Wellbeing Policy session		New	100%	100%
Percentage of employees who have received Health and Wellbeing training		New	100%	100%
Percentage of Exit Interviews carried out for leavers within the year		New	100%	100%

3. Delivery of key annualised objectives from the Digital Strategy and Customer Strategies.

Achievement will be measured through:

- The number of e-forms submitted
- Number of online payments received
- Combining of Streetscene and Housing contact centres into a single contact centre at Unity House

Achievement Milestones for strategy and action plans:

- Combining of Streetscene and Housing contact centres into a single contact centre at Unity House by January 2019

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
The number of e-forms submitted	Chief Officer – Governance	New	Not provided	Not provided
Number of online payments received		New	Not provided	Not provided

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4. Delivery of key annualised objectives from the Capital and Asset Management Strategy.

Achievement will be measured through:

- Implementing the plans for reducing the civic estate principally County Hall
- Developing plans regarding the Council’s Industrial and Commercial estate following its wider review ensuring these support our wider asset objectives and MTFS
- Ensuring that projects are delivered cost effectively and on time
- Ensuring that capital funding streams are maximised including the sale of Council property and land assets
- Ensuring that the Capital Programme is affordable and deliverable over the medium term
- Matching our priorities with revenue and capital investment
- Performance against the agreed range of financial performance indicators.

Achievement Milestones for strategy and action plans:

- Critically challenge our current estate, continue with the programme of asset rationalisation, ensuring that assets retained are effective, efficient and sustainable to deliver services by March 2019.
- Identify and consider options available to fund capital expenditure that minimises the ongoing revenue implications of historic capital expenditure of new and existing investments by March 2019.

Establish effective arrangements for managing capital projects including assessment of outcomes and achievement of value for money by March 2019.

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
The percentage of major capital projects which are completed on time	Chief Officer – Housing and Assets	100%	100%	100%
The percentage of major capital projects which are completed within budget		100%	100%	100%

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5. Maximising the generation of the Council’s income streams

Achievement will be measured through:

- Reducing debt
- Developing new income streams
- Maximising commercial activity
- Raising the Council’s income base by implementing cost recovery and indexation models

Achievement Measures	Lead Officer	Baseline Data (2017/18)	2018/19 Target	2019/20 Aspirational Target
Reduce the value of aged debt (debt over 60 days)	Chief Officer – Strategic Programmes	See note ¹⁵	3.5%	3.5%
Maximise collection of Council Tax		98.2%	98.3%	98.3%

6. Adopting the Ethical Code for the Procurement of Supply Chains

Achievement will be measured through:

- Adoption and delivery of a specific action plan for implementation of the Ethical Code for the Procurement of Supply Chains in partnership with local trade unions

Achievement Milestones for strategy and action plans:

- Adoption and delivery of a specific action plan for implementation of the Ethical Code for the Procurement of Supply Chains in partnership with local trade unions by March 2019

¹⁵ Current aged debt stand at £1.97m

6. Delivering the highest possible standards of Information Security

Achievement will be measured through:

- General Data Protection Regulation (GDPR) Compliance
- Public Services Network (PSN) accreditation

Achievement Milestones for strategy and action plans:

- Completion of the actions within each portfolio’s action plan to ensure that the council’s systems and procedures are compliant with the requirements of GDPR by March 2019
- Achieve PSN accreditation by March 2019

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Member Workshop 28 May 2018 – Council Plan and Targets Review

Member Workshop: Part 1

Consideration of areas that may be considered in addition to the draft Council Plan.

Council Plan Theme	Significant areas for consideration suggested by Members for the Council Plan 2018/19	Response	Corporate Resources Overview and Scrutiny Committee Response
General comments	Supportive of themes and priorities	Noted	Noted
	Still much information to be completed	Noted	Noted
	Links to specific strategic or assessment documents, or detailed documents which support actions or measures could usefully be included e.g. the Housing Needs Assessment	Agreed. Will be included within published version	Noted
	No means of knowing accountability for the milestones	Accountability is laid out in the monitoring reports. We will ensure that accountabilities are clear in Part 2 of the Council Plan	Noted
Supportive Council	Inclusion of mental health especially for school age children	The Council is a partner to BCUHB on the regional published Mental Health Strategy. We will set priorities and develop actions during the year along with the Public	Noted
	Work with the Health Board (BCUHB) to ensure more beds for Mental Health patients in County		Noted

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Council Plan Theme	Significant areas for consideration suggested by Members for the Council Plan 2018/19	Response	Corporate Resources Overview and Scrutiny Committee Response
		Services Board (PSB)	
	Transient traveller site to be a priority	Agreed. Included within the Council Plan	Have possible sites been identified?
	Links to specific strategic or assessment documents, or detailed documents which support actions or measures could usefully be included e.g. the Housing Needs Assessment	Agreed. As above	Noted
	Adaptations – need to make best use of housing stock	Comment noted for operational performance planning	Noted
	Continue to reference dementia as a priority	Specifically included in references to Llys Raddington and Holywell Extra Care schemes	Noted
	Transport Poverty – needs to be referenced	Included within Green Council within introducing a sustainable area transport service	Was this an error in terminology and, should it not read Transport Policy?
	No reference to HSG10 under affordable housing supply	Will review applicability as part of the Affordable Housing Plan intentions	The number of affordable homes provided through the planning system has been removed under section 2 ‘deliver the Council’s housing growth needs’. If

Council Plan Theme	Significant areas for consideration suggested by Members for the Council Plan 2018/19	Response	Corporate Resources Overview and Scrutiny Committee Response
			<p>this was a national target that had been removed then it should remain as a local target.</p> <p>The Council does not have a clear policy in place to deal with the need to provide affordable housing being 'by-passed' by developers.</p>
	Improving quality of Houses in Multiple Occupation (HMOs) needs to be included	Agreed. Specific reference to improving the quality of HMOs to be included to reflect current operational activity	Does the Council have a Policy to deal with the impact of HMOs on residents?
	Safeguarding – availability of policy to workforce with no internet access	All employees are being given access to the Council's policies on their own devices. Will include access to information within the adopted People Strategy	Noted
	Early intervention hub needs financing	Agreed. Reference to sustainability of funding to be included. Also, to include specific reference to Adverse Childhood Experiences (ACEs) as an emergent national and	Noted

Council Plan Theme	Significant areas for consideration suggested by Members for the Council Plan 2018/19	Response	Corporate Resources Overview and Scrutiny Committee Response
		regional priority	
	No mention of internet safety	Not a specific in-year policy priority for the Community Safety Partnership. Remains an area of operational work	Noted
	No mention of County Lines	County Lines are included in the Safeguarding priority as part of the 'Organised Crime' work area. Plan to be more explicit	Noted
Ambitious Council	No detail or reference to each County Town and how they will participate in the Regional Economic Growth Deal	An improved approach to supporting Town Centres is to be included in partnership with Town Councils. The Growth Deal will not include specific county town plans but there will be indirect benefits such as improved transport connections and digital infrastructure	Will investment through the Regional Economic Growth Deal be shared equally between all Town Centres? This needs to be better worded to explain how the Regional Economic Growth Deal would benefit each town accordingly within the approved approach. An officer should be tasked with co-ordinating the benefits so that they could be easily understood.
	Does the Council have adequate	This point is covered in the	The concern raised during the workshop

Council Plan Theme	Significant areas for consideration suggested by Members for the Council Plan 2018/19	Response	Corporate Resources Overview and Scrutiny Committee Response
	resources to drive through the ambition?	Serving Council theme under MTFS	had been around only one person remaining in the regeneration team and how the Council thought it could drive through its ambition with this resource.
	Need for strategic connection of current infrastructure to stimulate local businesses	As above	Noted
	Invest to Save not coming out clearly e.g. spend £1m patching potholes when could invest upfront in more expensive road surfacing to reduce issues later on”	There are some investment plans included within the Plan	Noted
	Town Centre references need strengthening	As above	Noted
Learning Council	Children not accessing schools nearest home is an increasing issue	Parental choice is a policy entitlement	Noted
Green Council	Can Greenfield Valley be referenced?	Agreed. County parks and open spaces, and their wider benefits, are to be included specifically in the Plan	A Local Heritage Strategy should be linked to the theme ‘Ambitious Council’ given the clear business and economic benefits.

Council Plan Theme	Significant areas for consideration suggested by Members for the Council Plan 2018/19	Response	Corporate Resources Overview and Scrutiny Committee Response
	Flintshire – becoming a plastic free council and lead by example	Will work with Welsh Government as part of emerging national policy. Premature to be making commitments at this stage although operational practice can be reviewed e.g. procurement	Noted
	Recording of missed bin collections – costly and not good for environment	Too specific to be included in Council Plan as an operational issue	Noted
	Nothing in plan about litter and fast food outlet litter generation	Agreed. To be included as part of Town Centre planning	Would the Council consider working in partnership with fast food outlets to introduce a system where a vehicle registration was put on the packaging for fast food as a way of reducing litter?
	Improve definition of “Environmentally efficient”	Agreed. Definition will be improved in the ‘What we mean by’ section	Noted
Connected Council	No issues raised		Noted

Council Plan Theme	Significant areas for consideration suggested by Members for the Council Plan 2018/19	Response	Corporate Resources Overview and Scrutiny Committee Response
Serving Council	Workforce attendance still needs to improve	Agreed. This remains a priority under the People Strategy with the Council likely to be in the top quartile in Wales for 2017/18 and exceeding its own targets.	Noted

Additional Committee comments not covered above

- Concern around the lack of youth provision across Flintshire for young people.
- Many areas across Flintshire were not receiving the same level of service from Community First as others.
- The addition of Carer Satisfaction could be included in the Plan.

Member Workshop: Part 2

Consideration of targets for excelling, improvement or maintaining within the Council Plan

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Council Plan Theme	Significant areas for future review	Response	Corporate Resources Overview and Scrutiny Committee Response
Supportive Council	(PAM/015) Disabled Facilities Grants – performance poor	Remains an operational priority for 2018/19 with a specific improvement action plan under development	Noted.
	(PAM/013) Empty properties – should be top quartile	Remains an operational priority for 2018/19	Noted.
	(PAM/012) Homelessness – needs to improve	National KPI changing for 2018/19. We will retain as local measure to support improvement	Noted.
	Care homes achieving silver standard – needs to improve	Many homes are working towards the silver award; 10 of the 19 care homes who are on the programme have already attained the bronze award. We will report on stepped progress in more detail	Noted.
Learning Council	(PAM/006) KS4 educational results – performance dropping	Keep under review, alongside national changes	Noted.

		to educational measures	
	(PAM/009) NEETS “performance dropping” (show numbers as well as %)	Remains an operational priority for 2018/19 .The Council is still a high performer; only a marginal decrease in performance	Would like an assurance that the Education & Youth OSC will receive information, which would be adequately monitored/recorded on the number of young people classed as NEETS.
	Pupils receiving Free School Meals need more support to perform well	Remains an operational priority for 2018/19	Significant concern around this performance measure which could not be blamed on reducing budgets which had been increased in this area for 2017/18.
	(PAM/007) Primary attendance figures needs to improve	Remains an operational priority for 2018/19	Noted.
Green Council	(PAM/010) Quartile 4 for street cleanliness – needs improving	These are selective surveys of limited value. Most issues are in town centres; maintenance of the enforcement policy to support future cleanliness is an operational priority; included in Council Plan 2018/19 as part of town centre planning	Who pays for the surveys undertaken to assess the cleanliness of Counties across Wales?
	(PAM/030) Waste collected and prepared for reuse and/or recycling – aim to maintain top quartile/top position	Remains an operational priority for 2018/19	Noted

Serving Council	(PAM/001) Attendance still needs to improve	Remains an operational priority for 2018/19	Noted
Other PAMs	(PAM/017) Leisure Centre visits – levels of participation dropping	The leisure centres and libraries are now run by Aura. The business plan for Aura includes specific growth objectives and targets. Performance ambition to be based on the business plan	Who is monitoring Aura to ensure their website is working correctly and that there is customer satisfaction?
	(PAM/023) Food hygiene standards – need to maintain good performance	Remains an operational priority for 2018/19	Noted

Additional comments note covered above

- Could a list showing what indicators have been removed from the 2017/18 Council Plan for the 2018/19 Council Plan, with a brief explanation as to why that indicator is no longer included, be circulated to the Committee for the next meeting.
- Need to ensure that the progress comments within the Council Plan monitoring report are in 'plain language' and are clear to understand.

Eitem ar gyfer y Rhaglen 12



FLINTSHIRE COUNTY COUNCIL

Date of Meeting	Tuesday, 19 th June 2018
Report Subject	Growth Vision and Strategy for the Economy of North Wales: Governance Agreement
Report Author	Chief Executive and Chief Officer (Governance)

EXECUTIVE SUMMARY

At the meeting of Cabinet on morning of 19th June, the attached report was submitted. The Chief Executive and Chief Officer (Governance) will present the report to Council and provide details of the Cabinet's consideration and decision.

RECOMMENDATIONS

1	That progress on the development of a Growth deal bid is noted and welcomed.
2	That Council approves all non-executive elements of the first stage Governance Agreement as outlined at the meeting.
3	That the Council be presented with the final draft Growth Deal Bid for review and consent in September/October prior to the stage of reaching Heads of Terms with both Governments.
4	That delegated authority be given to the Chief Executive and Chief Officer (Governance) in consultation with the Leader to finalise the terms of the Governance Agreement in accordance with the draft attached to the Cabinet report.
5	That the executive arrangements contained with the Governance Agreement be included in the Constitution and that Council be requested to include the non-executive arrangements within the Constitution.

REPORT DETAILS

1.00	EXPLAINING THIS REPORT
1.01	The attached report was considered by Cabinet at its meeting on the morning of 19 th June. The officers will provide council with a verbal update from that meeting.
2.00	RESOURCE IMPLICATIONS
2.01	As identified in the attached Cabinet report.
3.00	CONSULTATIONS REQUIRED / CARRIED OUT
3.01	As identified in the attached Cabinet report.
4.00	RISK MANAGEMENT
4.01	As identified in the attached Cabinet report. .
5.00	APPENDICES
5.01	Report to Cabinet 19 th June
6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	Report to Cabinet 19 th June 2018 (attached) Contact Officer: Chief Executive/Chief Officer (Governance) Telephone: 01352 702101 / 01352 702344 E mail: Chief.executive@flintshire.gov.uk ; gareth.legal@flintshire.gov.uk
7.00	GLOSSARY OF TERMS
7.01	Please see attached report

CABINET

Date of Meeting	Tuesday, 19 th June 2018
Report Subject	Growth Vision and Strategy for the Economy of North Wales: Governance Agreement
Cabinet Member	Leader of the Council and Cabinet Member for Finance Cabinet Member for Economic Development
Report Author	Chief Executive Chief Officer (Governance)
Type of Report	Strategic

EXECUTIVE SUMMARY

Cabinet adopted the *Growth Vision for the Economy of North Wales* in September 2016. The vision set out a collective and strategic ambition for North Wales for infrastructure development, skills and employment, and business growth. The cabinets of the five partner councils in the region similarly adopted the strategy.

Cabinet was advised in a second report in February 2017 that North Wales had been formally invited to develop the strategy into a Growth Deal Bid for national investment and the conferment of powers to the region by the UK and Welsh Governments. At the time a statutory joint committee model was adopted, by all partners, as the preferred one for governance of work on the Bid.

The regional Committee has adopted the working title The North Wales Economic Ambition Board from the former regional advisory body of the same name. This report presents the Inter Authority Agreement for the first stage of regional working for adoption. The term Governance Agreement is used in place of Inter Authority Agreement as the partnership has a membership beyond local authorities alone. The former Economic Ambition Board will become a stakeholder group with a membership of selected representatives from the growth and foundation sectors which make up the regional economy.

A Governance Agreement is required to formalise the constitutional arrangements and confer decision-making powers to the Board within prescribed limits. The Board has two stages of Bid development to manage. The first stage, leading to the agreement of a Growth Deal with Governments is the Bid preparatory and development stage. This will run until mid-2019. The second stage, post agreement of the Bid, which will run from mid-2019 will be the Bid implementation and delivery stage. This Governance Agreement covers this first stage. A more comprehensive

second Governance Agreement will be drafted for the second stage.

This report does not attempt to present the content of the developing Growth Deal Bid in depth as its prime purpose is to present the Governance Agreement for adoption. The Economic Ambition Board will be agreeing a Strategic Proposition for the Bid at its next meeting (15 July) and this will be made available to the memberships of the partner bodies once finalised.

RECOMMENDATION

1.	That progress on the development of a Growth Deal Bid is noted and welcomed.
2.	That the first stage Governance Agreement is approved subject to the full Council's approval of the non-executive arrangements.
3.	That the Council be presented with the final draft Growth Deal Bid for review and consent in September/October prior to the stage of reaching Heads of Terms with both Governments.
4.	That delegated authority be given to the Chief Executive and Chief Officer (Governance) in consultation with the Leader to finalise the terms of the Governance Agreement in accordance with the draft attached to this report.
5.	That the executive arrangements contained within the Governance Agreement be included in the Constitution and that Council be requested to include the non-executive arrangements within the Constitution.

REPORT DETAILS

1.00	PROGRESS IN DEVELOPING THE GROWTH DEAL BID
1.01	A Growth Deal Bid is a formal proposal for Government investment and the conferment of devolved powers. Bidding regions are required to have a legal, resilient and accountable governance model for the planning and implementation of their strategy. Regions are expected to be prepared to invest in their own strategies, alongside Government(s), in capital allocations, sharing in capital borrowing, the use of land and assets, and in resourcing professional and project capacity. Each bid will have negotiated objectives and targets. For North Wales, the Cardiff Capital City Region and the Swansea Bay Region the bidding process involves both the UK and Welsh Governments.
1.02	Since the previous report to Cabinet the governance model of a joint statutory committee has been established in 'shadow form'. By 'shadow form' is meant that the Committee is meeting and operating by mutual agreement of all partners in a preparatory form but without the capacity to make binding decisions on behalf of the partners. An Inter Authority Agreement is required to formalise the constitutional arrangements and

	<p>confer decision-making powers to the Board within prescribed limits. The Board has two stages of Bid development to manage. The first stage, leading to the agreement of a Growth Deal with Governments is the Bid preparatory and development stage. This will run until mid-2019. The second stage, post agreement of the Bid, which will run from mid-2019 and for a number of years, will be the Bid implementation and delivery stage.</p>
1.03	<p>The Committee has adopted the working title The North Wales Economic Ambition Board from the former regional advisory body of the same name. The full members of the Board are the six unitary authorities within the region. Bangor University, Glyndwr University, Coleg Cambria and Grwp Llandrillo – Menai (College), and the North Wales Mersey Dee Business Council are advisory members of the Board. This report presents the Inter Authority Agreement for the first stage of regional working for adoption. The term Governance Agreement is used in place of Inter Authority Agreement as the partnership has a membership beyond local authorities alone.</p>
1.04	<p>The former Economic Ambition Board will become a stakeholder group with a membership of representatives from the growth and foundation sectors which make up the regional economy. The stakeholder group will be an important reference group to input concepts and proposals for regional growth, to provide expert advice and evidence to inform decision-making, and to hold the Board to account for progress with the regional vision and strategy and the Growth Deal Bid. The Chair of the stakeholder group will be invited to be an advisory member of the new Board at its discretion. The formal relationship with the stakeholder group, which is in the process of being formed, will be embodied in the second Governance Agreement.</p>
1.05	<p>This report does not attempt to present the content of the developing Growth Deal Bid in depth as its prime purpose is to present the Governance Agreement for adoption. The Economic Ambition Board will be agreeing a Strategic Proposition for the Bid at its next meeting (15 July) and this will be made available to the memberships of the partner bodies once finalised. All six councils are being encouraged to hold internal briefings with their members to both keep them up to date with developments and to take their views as part of ongoing consultation and engagement.</p>
1.06	<p>The developing Growth Deal Bid is based on these principal programme themes:-</p> <ul style="list-style-type: none"> • Land and property • Energy • Technology and innovation • Regional business growth • Skills and employment • Skills centres of excellence • Digital connectivity • Strategic transport

2.00	THE GOVERNANCE MODEL AND GOVERNANCE AGREEMENT
2.01	<p>All partners to the Growth Deal Bid work adopted the preferred governance model in 2017 and it is now a well-established model which is on track to present a Bid to Governments for initial agreement within 2018. A Governance Agreement has been developed for this first stage of the Growth Deal Bid for adoption by all partners to the North Wales Economic Ambition Board. The Governance Agreement (hereinafter referred to as the GA) has been developed by the regional Heads of Legal network and with the expert and independent advice of legal advisors Pinsents. Key features of the GA are summarised in the following paragraphs.</p>
2.02	<p>The Economic Ambition Board itself consists of representatives from each local authority (the leaders), the two universities and the two further education colleagues, and the North Wales Mersey Dee Business Council. Over time, the Board will be supported by a number of specialist sub-boards. These sub-boards will expand the range of stakeholders involved in the governance model. A diagrammatic representation of the Board and sub-boards is attached at Appendix 2. Draft Terms of Reference have been prepared for the Board and sub-boards covering membership; chairing; the roles, functions, responsibilities and powers; speaking and decision-making.</p>
2.03	<p>The adopted governance model for the Board is an executive joint committee i.e. a joint committee of cabinets. This model is not ideally suited for how the board wishes to operate, for example the non-local authority partners cannot be voting members of an executive joint committee, but the model is the best available one under the existing legislation. To work around these restrictions a method of operating is proposed whereby the Board will seek to achieve a consensus before taking a formal vote. A legislative model that permits full participation by all partners is expected to be included by Welsh Government in its Local Government Bill reform Bill due later this year.</p>
2.04	<p>The GA includes the right for any two parties to ask for a matter to be reconsidered at the next meeting of the Board. This would allow a “cooling off” period and would give the Board more time to find a resolution over challenging decisions. This provision reinforces the intention to work by consensus, and protects those parties who do not have a formal vote.</p>
2.05	<p>Some principal areas of decision-making, called “reserved matters”, will be outside the delegated authority of the Board. The proposed decision of the Board in the case of a reserved matter would first need to be considered and consented to by each partner body to the Board. In the case of the six councils this would require a formal decision by the Cabinet or Council. The list of reserved matters includes:-</p> <ul style="list-style-type: none"> • Agreement of functions to be given to the Board; • Agreement of annual budget contributions for the Board and the authority; • Investment and borrowing commitments and risk exposure levels; and • Allocation of land and other asset for pooling.

2.06	This means that, for the six councils, the most important decisions will be taken locally, with the work of the Board having some direction from the wider membership. Constitutional provisions of this type are a source of assurance for members, and respect and value the role of the local overview and scrutiny function. During this first stage of work on the Bid it is proposed that the proposals of the Board for the Bid should be subject to local scrutiny through the most appropriate overview and scrutiny committee in each council, rather than introduce a form of regional scrutiny which could be seen to be remote.
2.07	The Board has the capacity to create Sub-Boards which might either have a statutory basis or an advisory basis, depending on their functions, powers and memberships. The first Boards to be created are the Transport Sub-Board and the Digital Delivery Sub-Board. Both of these will be formally constituted as sub-committees, on a statutory basis, so as to be capable of having powers delegated to them. The pre-existing Regional Skills Partnership, a creation of Welsh Government, will report dually to Welsh Government and to the Board as an advisory Sub-Board. The set of recommended Sub-Boards needed for the second stage of the Growth Deal Bid will be embodied in the second Governance Agreement.
2.08	The GA also include reciprocal obligations between the partners and whichever council is chosen to be the host authority for the Board, such as shared liability for employment costs. All partners will sign the GA to give them certainty about the extent of their obligations and liability.
2.09	The Governance Agreement here presented is for the first stage of the work of the Board only. A second and more comprehensive Governance Agreement will be developed and presented for the second stage - Bid implementation and delivery - in early 2019.

3.00	NEXT STAGES OF GROWTH DEAL BID DEVELOPMENT AND APPROVAL
3.01	The Growth Deal Bid is now at an advanced stage of development with Bid content about to be prioritised according to (1) regional choice and ambition (2) informal Government advice on the programmes and projects which might qualify for their support and (3) business case assessments.
3.02	The Growth Deal Bid will move through two approval stages. Firstly, a Heads of Terms Agreement on the strategic content for further development and, secondly, final agreement of the detailed content supported by full and final five case business model evidence and analysis. We aim to have reached Heads of Terms Agreement in the Autumn of this year, and the final agreement for the new financial year 2019/20.
3.03	The partners to the Board, and signatories to the Governance Agreement, will be presented with the final draft Growth Deal Bid for review and consent in September/October prior to the stage of reaching Heads of Terms with both Governments.

3.04	The Growth Deal is not the only intervention to support the aims and objectives of the wider vision and strategy for the region. Welsh Government is already committed to significant capital investment in transport infrastructure in the region alongside the Bid, both road and rail, and other investments such as the opening-up of the Northern Gateway site for inward investment and the Advanced Manufacturing Research Institute at Broughton. The Growth Track 360 strategy for cross-border rail network investment is progressing at a UK Government level. Welsh Government has recently announced the new Wales and Borders Rail Franchise with infrastructure and service improvements. Further investment programmes might be negotiated separately. The unity of the region behind the vision and adopted strategy is an important factor in having negotiating purpose, credibility and leverage.
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4.00	RESOURCE IMPLICATIONS
4.01	A Growth Deal Bid is a major investment in a region by Governments with risks and benefits shared with the local authorities and their partners in the region. Investment capacity is a major consideration in designing the Bid. The full cost implications of the possible Growth Deal will be reported at the Heads of Terms stage.

5.00	CONSULTATIONS REQUIRED / CARRIED OUT
5.01	There is extensive consultation across sectors in the development of the Bid and its priority content. The partners to the Bid have been encouraged to hold internal briefings with their respective memberships. Engagement of the private sector has been continuous, primarily through the North Wales Mersey Dee Business Council. Engagement with the Welsh Government and UK Government is at Cabinet Secretary and Secretary of State level.

6.00	RISK MANAGEMENT
6.01	A full risk assessment of the possible Growth Deal will be reported at the Heads of Terms stage. Risk analysis is built into the business case modelling for the programmes and projects which make-up the developing Bid.

7.00	APPENDICES
7.01	Appendix 1: Governance Agreement 1 Appendix 2: Diagrammatic of the Governance Model Appendix 3: Terms of Reference

8.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
8.01	<p>Regional vision and strategy; Shadow Board agenda papers.</p> <p>Contact Officer: Colin Everett, Chief Executive Telephone: 01352 702101 E-mail: chief.executive@flintshire.gov.uk</p>

9.00	GLOSSARY OF TERMS
9.01	<p>Inter Authority Agreement or Governance Agreement – interchangeable terms for a legally binding agreement between collaborative partners to regulate constitutional working and the sharing of risk and benefit.</p> <p>Growth Deal – funds provided to Local Enterprise Partnerships in England, and local authority partnerships in Wales, for economic intervention programmes which benefit the region and its economy.</p> <p>Devolution Deals- have no set format, but involve the devolution of powers and budgets for the delivery of interventionist programmes and services across a region.</p> <p>North Wales Mersey Dee Business Council – a membership-based representative body of the private and business sectors in North Wales and the Mersey Dee sub-region.</p> <p>Five Case Business Model – an established method for making business cases in support of proposals for investment operated under Treasury guidelines.</p>

Mae'r dudalen hon yn wag yn bwrpasol

- (1) CONWY COUNTY BOROUGH COUNCIL
- (2) DENBIGHSHIRE COUNTY COUNCIL
- (3) FLINTSHIRE COUNTY COUNCIL
- (4) GWYNEDD COUNCIL
- (5) THE ISLE OF ANGLESEY COUNTY COUNCIL
- (6) WREXHAM COUNTY BOROUGH COUNCIL
- (7) BANGOR UNIVERSITY
- (8) WREXHAM GLYNDWR UNIVERSITY
- (9) COLEG CAMBRIA
- (10) GRWP LLANDRILLO MENAI

GOVERNANCE AGREEMENT 1
in relation to the delivery of the North Wales Growth Deal



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BETWEEN

- (1) **CONWY COUNTY BOROUGH COUNCIL** of [xxx] ("**Conwy Council**");
- (2) **DENBIGHSHIRE COUNTY COUNCIL** of [xxx] ("**Denbighshire Council**");
- (3) **FLINTSHIRE COUNTY COUNCIL** of [xxx] ("**Flintshire Council**");
- (4) **GWYNEDD COUNCIL** of [xxx] ("**Gwynedd Council**");
- (5) **THE ISLE OF ANGLESEY COUNTY COUNCIL** of [xxx] ("**Isle of Anglesey Council**");
- (6) **WREXHAM COUNTY BOROUGH COUNCIL** of [xxx] ("**Wrexham Council**"),
(together referred to as "**the Councils**" and individually as a "**Council**"); and
- (7) **BANGOR UNIVERSITY** of [xxx];
- (8) **WREXHAM GLYNDWR UNIVERSITY** of [xxx];
- (9) **COLEG CAMBRIA** of [xxx];
- (10) **GRWP LLANDRILLO MENAI** of [xxx]; and
(together referred to as the "**Advisers**" and individually as an "**Adviser**").

BACKGROUND RECITALS

- (A) The Parties have agreed to work together and enter into this Agreement to formalise their respective roles and responsibilities in order to discharge their obligations in relation to the North Wales Growth Deal up to the point when the Growth Deal is signed by the Parties, the UK Government and the Welsh Government.
- (B) The Parties have agreed to create a Joint Committee with a robust governance arrangement that will ultimately be responsible for overseeing and co-ordinating the discharge of the Parties' obligations in relation to the Growth Deal. Further details of the Joint Committee are set out in Clause 9 (Joint Committee) and its functions are set out in Schedule 2 (Joint Committee Terms of Reference).
- (C) More detailed obligations in relation to the Growth Deal shall be enshrined in a second governance agreement, (the "**GA2**") which shall be developed by the Parties and entered into following the signature of the Growth Deal. The functions of the Joint Committee will be updated further in the GA2.
- (D) The Parties have agreed to appoint Gwynedd Council to act as the Accountable Body for and on behalf of the Parties and to discharge the Parties' obligations in relation to the Growth Deal pursuant to and in accordance with this Agreement.
- (E) The Councils wish to enter into this Agreement and deliver the Growth Deal pursuant to the powers conferred on them by Sections 101, 102, 111 and 113 of the Local Government Act 1972, Section 1 of the Local Authority (Goods & Services) Act 1970, Section 25 of the Local Government (Wales) Act 1994, Section 2, 19 and 20 of the Local Government Act 2000, Section 9 of the Local Government Wales Measure 2009 and all other enabling powers now vested in the Councils.

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement and the recitals, unless, the context otherwise requires the following terms shall have the meaning given to them below:-

"Accountable Body"	means the Council appointed under Clause 4 (<i>Accountable Body</i>) who shall be responsible for receiving and spending funds for and on behalf of the Parties in relation to the Growth Deal and whose duties are set out under Clause 5 (<i>Duties of the Accountable Body</i>)
"Accounting Period"	means those periods set out in Schedule 6 (<i>Accounting Periods</i>) as may be amended from time to time in accordance with the terms of this Agreement
"the Advisers"	Means the bodies and individuals listed below plus any further individuals and/or bodies whom the Joint Committee chooses to invite in that capacity from time to time : <ul style="list-style-type: none">• Bangor University• Coleg Cambria• Grwp Llandrillo Menai• North Wales and Mersey Dee Business Council
"Annual Budget"	means the approved annual budget of the Accountable Body held for and on behalf of the Parties and as set out in Clause 12.4 (<i>Annual Budget</i>) which includes payment of any Joint Committee Costs in accordance with this Agreement
"Assurance Framework"	means the Parties' systems, processes and protocols to assess the governance, risk management and control processes of the Parties for the discharge of their obligations in relation to the Growth Deal attached at Schedule 8 (<i>Assurance Framework</i>) of this Agreement
"Business Day"	means any day other than a Saturday or Sunday or a public or bank holiday in England and/or Wales
"North Wales Region"	comprises of the six administrative areas of Conwy Council, Denbighshire Council, Flintshire Council, Gwynedd Council, Anglesey Council and Wrexham Council
"CEDR"	means the Centre for Dispute Resolution
"Growth Deal"	means the agreement to be signed by the Welsh Government, the UK Government and the [Parties] setting out the terms of the North Wales Growth Deal
"Commencement Date"	means the date of this Agreement

"Confidential Information"	all know-how and other information whether commercial, financial, technical or otherwise relating to the business, affairs or methods of all or any Party, which is contained in or discernible in any form whatsoever (including without limitation software, data, drawings, films, documents and computer-readable media) whether or not marked or designated as confidential or proprietary or which is disclosed orally or by demonstration and which is described at the time of disclosure as confidential or is clearly so from its content or the context of disclosure
"Data Protection Legislation"	means the Data Protection Act 2018 and General Data Protection Regulations
"Executive Team"	means the team so appointed from time to time by the Parties to represent the interests of the Parties in respect of the operational requirements for the Growth Deal, working under the direction of the Joint Committee and within the scope of delegation set out in the Delegations Policy in Schedule 1 (<i>Delegations Policy</i>)
"GA2"	means the second governance agreement to be entered into between some or all of the Councils and Advisers to formalise their respective roles and responsibilities in relation to the North Wales Growth Deal once the Growth Deal has been signed
"GA Code of Conduct"	means the code of conduct for NWEAB advisors set out in Schedule 6
"HMT"	means Her Majesty's Treasury, a ministerial department of the UK Government
"HMT Contribution"	means the funding provided by HMT pursuant to the Growth Deal and as referred to in Clause 12.5 (<i>Contributions</i>)
"Implementation Plan"	means the implementation plan that will set out, amongst other things, the process for agreeing and prioritising projects to be procured pursuant to the Growth Deal and the pro-forma of which will be discussed and agreed by the Joint Committee pursuant to Schedule 9 (<i>Implementation Plan</i>) of this Agreement
"Intellectual Property"	any and all patents, trademarks, trade names, copyright, moral rights, rights in design, rights in databases, know-how and all or other intellectual property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating to them and the right to apply for registration of them

"Internal Costs"	means as defined in paragraph 1.1 of Schedule 4 (<i>Heads of Expenditure</i>)
"IP Material"	the Intellectual Property in the Material
"Joint Committee"	means the joint committee set up by the Parties pursuant to Clause 9 (<i>Joint Committee</i>) of this Agreement
"Joint Committee Costs"	means as defined in paragraph 1.2 of Schedule 4 (Heads of Expenditure) and excluding any Internal Costs (save for the Internal Costs of the Accountable Body which shall be accounted for as Joint Committee Costs)
"Joint Committee Meeting"	means a meeting of the Joint Committee duly convened in accordance with Clause 9 (<i>Joint Committee</i>)
"Local Authority"	a principal council (as defined in Section 270 of the Local Government Act 1972) or any body of government in Wales established as a successor of a principal council
"Material"	all data, text, graphics, images and other materials or documents created, used or supplied by a Party in connection with this Agreement unless before the first use or supply, the Party notifies the other Parties that the data, text supplied is not to be covered by this definition
"Matter Reserved to the Parties"	shall have the meaning given to it in Clause 8.1.3
"Parties Contribution"	means the funding provided by the Parties as set out in Clause 12.5.1(b) (<i>Parties Contribution</i>)
"Party"	means any one of the Councils or Advisers who are party to this Agreement from time to time, and " Parties " means all of them
"Personal Data"	means the personal data as defined in the DPA
"Programme Themes"	shall have the meaning given to it under the Implementation Plan
"Proportionate Basis"	means the relevant proportion for each Party by reference to their respective fractional contribution as set out in Clause 12.5.3 (<i>Parties' Contribution</i>)
"Translation Costs"	means translation costs incurred by the Accountable Body in complying with any applicable legislation relating to its obligations under this Agreement

1.2 Interpretation

In this Agreement, except where the context otherwise requires:-

1.2.1 the singular includes the plural and vice versa;

- 1.2.2 a reference to any Clause, Paragraph, Schedule or recital is, except where expressly stated to the contrary, a reference to such clause, paragraph, schedule or recital of and to this Agreement;
- 1.2.3 any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
- 1.2.4 any reference to legislation shall be construed as a reference to any legislation as amended, replaced, consolidated or re-enacted;
- 1.2.5 a reference to a public organisation (to include, for the avoidance of doubt, any Council) shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over either or both functions and responsibilities of such public organisation;
- 1.2.6 a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
- 1.2.7 the Clause, Paragraph and Schedule headings and captions in the body of this Agreement do not form part of this Agreement and shall not be taken into account in its construction or interpretation;
- 1.2.8 words preceding "**include**", "**includes**", "**including**" and "**included**" shall be construed without limitation by the words which follow those words;
- 1.2.9 words importing the masculine shall be construed as including the feminine or the neuter or vice versa; and
- 1.2.10 any reference to the title of an officer of any of the Councils shall include any person holding such office from time to time by the same or any title substituted thereafter or such other officer of the relevant Council as that Council may from time to time appoint to carry out the duties of the officer referred to.

1.3 **Schedules**

The Schedules to this Agreement form part of this Agreement.

2. **COMMENCEMENT, DURATION AND TERMINATION**

2.1 **Commencement**

This Agreement shall take effect on the Commencement Date.

2.2 **Duration of the Agreement**

This Agreement shall continue in full force and effect from the Commencement Date until the earlier of the following dates:-

- 2.2.1 entry into of the GA2; or
- 2.2.2 all the Parties agree in writing to its termination.

2.3 **Termination**

Without prejudice to any other rights or remedies, this Agreement may be terminated in relation to any Party ("**Defaulter**") by the other Parties ("**Non-Defaulting Parties**") acting unanimously in giving written notice to the Defaulter effective on receipt where the Defaulter materially breaches any of the provisions of this Agreement and in the case of a breach capable of remedy fails to remedy the same within thirty (30) Business

Days (or such other period as agreed by the Non-Defaulting Parties) of being notified of each breach in writing by the Non-Defaulting Parties and being required to remedy the same.

3. **PRINCIPLES AND KEY OBJECTIVES**

3.1 The Parties intend this Agreement to be legally binding.

3.2 The Parties agree to work together to discharge the Parties' obligations in relation to the Growth Deal pursuant to and in accordance with this Agreement

3.3 **Objectives**

Without prejudice to the terms of this Agreement, the Parties agree that they shall conduct their relationship in accordance with the following objectives:-

- To collectively agree and secure a growth deal for the North Wales Region in support of the aims and objectives of the adopted vision; and
- To pursue the aims and objectives of the Regional Growth Strategy

3.4 **Principles**

Without prejudice to the terms of this Agreement, the Parties agree that they will conduct their relationship in accordance with the following principles:-

3.4.1 **Openness and Trust**

In relation to this Agreement the Parties will be open and trusting in their dealings with each other, make information and analysis available to each other, discuss and develop ideas openly and contribute fully to all aspects of making the joint working successful. Whilst respecting the mutual need for commercial confidentiality, the Parties will willingly embrace a commitment to transparency in their dealings and in particular a need to comply with statutory access to information requirements including the Environmental Information Regulations 2004 and the Freedom of Information Act 2000 and supporting codes of practice. The Parties will be aware of the need for and respect matters of commercial confidentiality and potential sensitivity;

3.4.2 **Commitment and Drive**

The Parties will be fully committed to working jointly, will seek to fully motivate employees and will address the challenges of delivering the Growth Deal with enthusiasm and a determination to succeed;

3.4.3 **Skills and Creativity**

The Parties recognise that each brings complimentary skills and knowledge which they will apply creatively to achieving the Parties' objectives, continuity, resolution of difficulties and the development of the joint working relationship and the personnel working within it. It is recognised that this will involve the appreciation and adoption of common values;

3.4.4 **Effective Relationships**

The roles and responsibilities of each Party will be clear with relationships developed at the appropriate levels within each organisation with direct and easy access to each other's representatives;

3.4.5 **Developing and Adaptive**

The Parties recognise that they are engaged in what could be a long term business relationship which needs to develop and adapt and will use reasonable endeavours to develop and maintain an effective joint process to ensure that the relationship develops appropriately and in line with these principles and objectives;

3.4.6 **Reputation and Standing**

The Parties agree that, in relation to this Agreement and the Growth Deal generally, they shall pay the utmost regard to the standing and reputation of one another, and act with regard to each Party's own employer and member codes of conduct and shall not do or fail to do anything which may bring the standing or reputation of any other Party into disrepute or attract adverse publicity to any other Party;

3.4.7 **Reasonableness of Decision Making**

The Parties agree that all decisions made in relation to this Agreement and the Growth Deal generally shall be made by them acting reasonably and in good faith;

3.4.8 **Necessary Consents**

Each Party hereby represents to the other Parties that it has obtained all necessary consents sufficient to ensure the delegation of functions and responsibilities provided for by this Agreement; and

3.4.9 **Members, Officers, Directors and Employees Commitments**

Each Party shall use its reasonable endeavours to procure that their respective members, officers, directors and employees who are involved in the Growth Deal shall at all times act in the best interests of the Growth Deal, and act with regard to each Party's own employer and member codes of conduct, devote sufficient resources to deliver the Growth Deal and respond in a timely manner to all relevant requests from the other Parties.

3.4.10 **GA Code of Conduct**

The Advisers agree that, in relation to this agreement and the Growth Deal generally they shall act in accordance with the GA Code of Conduct.

4. **THE ACCOUNTABLE BODY**

4.1 The Parties (acting severally) have agreed, with effect from the Commencement Date, Gwynedd Council will act as the Accountable Body responsible for discharging the Parties' obligations in relation to the Growth Deal pursuant to and in accordance with this Agreement for and on behalf of the Parties and Gwynedd Council agrees to act in that capacity subject to and in accordance with the terms and conditions of this Agreement.

4.2 If the Accountable Body defaults and the Agreement is terminated in respect of it pursuant to Clause 2.3 (*Commencement, Duration and Termination*) or the Accountable Body withdraws pursuant to Clause 15 (*Withdrawal*), then the replacement Accountable Body will be appointed by the Joint Committee and the withdrawing or, as applicable, defaulting Accountable Body will not have the right to vote in regard to any such appointment.

4.3 Where a replacement Accountable Body is appointed pursuant to Clause 4.2 above, any reference to Gwynedd Council (in its capacity as the initial Accountable Body) shall be read with reference to the replacement Accountable Body.

4.4 The Accountable Body shall act as the Accountable Body and shall receive:-

4.4.1 any HMT Contribution from the Welsh Government for and on behalf of the Parties;

4.4.2 the Parties Contribution; and

4.4.3 any other funding that may be received from time to time specifically in respect of the Growth Deal and which is for the benefit of all Parties,

and shall hold and manage such HMT Contribution, Parties Contribution and such other funding in accordance with the terms of this Agreement.

5. DUTIES OF THE ACCOUNTABLE BODY

5.1 For the duration of this Agreement, the Accountable Body shall:

5.1.1 act diligently and in good faith in all its dealings with the other Parties and it shall use its reasonable endeavours to discharge the Parties' obligations in relation to the Growth Deal pursuant to and in accordance with this Agreement and all applicable legislation including but not limited to:-

(a) the Well-being of Future Generations (Wales) Act 2015;

(b) Welsh Language (Wales) Measure 2011;

(c) any compliance notice issued under the Welsh Language (Wales) Measure 2011 in respect of the Accountable Body; and

(d) the Local Authorities (Executive Arrangements) (Decisions, Documents and Meetings) (Wales) Regulations 2001 (as amended)

5.1.2 act as the primary interface (on behalf of itself and the other Parties) with the Welsh Government, the UK Government and the European Regional Development Fund and any other body necessary to discharge the Parties' obligations in relation to the Growth Deal;

5.1.3 act as the Accountable Body to hold any funds received directly from the Welsh Government, the UK Government (if any), the European Regional Development Fund (if any), the Parties and/or any other sources (if any) in relation to the Growth Deal and only to use and release such funds as agreed in accordance with the terms of such funding and this Agreement;

5.1.4 without assuming responsibility for the delivery of any specific Growth Deal project and within the limitation of the funding provided to it (as part of the Joint Committee Costs), provide the support services required to facilitate the work of the Joint Committee (and its sub committees and groups established pursuant to Clauses 9.22 and 9.24 and the Regional Office referred to in the Assurance Framework), including, but not limited to, financial, human resources, legal, ICT, estates, information management, internal audit and procurement services.

For the avoidance of doubt, the provisions of this Clause 5.1.4 shall not serve to fetter the ability of the Accountable Body to enter into arrangements with any of the other Parties to provide the aforementioned services on its behalf.

- 5.1.5 without assuming responsibility for the delivery of any specific Growth Deal project, provide for the Accountable Body's chief finance officer ("**S151 Officer**") and monitoring officer (or their nominated deputies) to act, respectively, as the section 151 Officer and monitoring officer to the Joint Committee; and
- 5.1.6 without limitation to its roles under the preceding provision of this Clause 5.1, have responsibility for, but not limited to administering the financial affairs of the Joint Committee (and its sub committees and groups established pursuant to Clauses 9.22 and 9.24), including accounting for VAT, keeping financial records, ensuring that the annual accounts of the Joint Committee are prepared in accordance with the Code of Practice on Local Authority Accounting and making arrangements for the external audit of the Joint Committee.
- 5.1.7 Employ the Project Management Group as set out in clause 11.

6. **DUTIES OF THE OTHER PARTIES**

- 6.1 For the duration of this Agreement, the other Parties shall act diligently and in good faith in all their dealings with the Accountable Body and shall use their respective reasonable endeavours to assist the Accountable Body to discharge the Parties' obligations in relation to the Growth Deal pursuant to and in accordance with this Agreement and all applicable legislation.
- 6.2 It is acknowledged and agreed that the obligations and liabilities of each Party shall bind any successor entity in the event of any Council or Adviser re-organisation.

7. **BUSINESS PLAN**

7.1 **GA2 Business Plan**

- 7.1.1 The Joint Committee shall prepare (or procure the preparation of), a draft Business Plan which shall comply with the provisions of Clause 7.1.3 below. The intention is to create an overarching five (5) year GA2 Business Plan that, amongst other matters, shall set out the Parties' objectives and priorities for the delivery of the Growth Deal. It is then intended that the GA2 Business Plan will be updated annually.
- 7.1.2 Finalising the GA2 Business Plan and then the decision to approve and adopt the GA2 Business Plan shall be actions under the GA2 with the final decision being a Matter Reserved to the Parties.
- 7.1.3 The GA2 Business Plan shall, amongst other matters, address the following:
- (a) the overall costs and investment by each Party over the term of the Growth Deal;
 - (b) the methodology for agreeing the nature, scope and prioritisation of projects to be developed for the overall benefit of the North Wales Region (in accordance with the terms of the Implementation Plan);
 - (c) the methodology and responsibility for any external audits in relation to this Agreement;
 - (d) the methodology and responsibility of any performance monitoring along with any performance indicators to enable the Joint Committee to measure progress against the GA2 Business Plan; and

- (e) any revenue and capital monitoring reports to be prepared for the Joint Committee and the frequency of such reports.

8. DECISION MAKING

8.1 In terms of the need for decisions and other actions to be taken and carried out during the term of this Agreement, the Parties have identified the following three categories together with the means by which they will be taken:-

- 8.1.1 "**Delegated Matter**" - being a matter which it is expected that the Executive Team or a sub-committee that has been established by the Joint Committee from time to time will be able to make a decision upon and have the power to bind the Joint Committee in doing so;
- 8.1.2 "**Joint Committee Matter**" – being a matter within the remit of the Joint Committee upon which it will be able to make a decision upon and have the power to bind the Parties in doing so;
- 8.1.3 "**Matter Reserved to the Parties**" – being a matter which will have to be referred to each Party for a decision and, for the avoidance of doubt, that matter requiring a decision will not be dealt with by the Joint Committee until the decision shall have been agreed unanimously by all of the Parties,

and in each case, such matters are identified in Schedule 1 (*Delegations Policy*). The Delegations Policy shall be updated by the Joint Committee from time to time.

9. JOINT COMMITTEE

9.1 The Councils shall form the Joint Committee in accordance with this agreement ("**Joint Committee**") for the purposes of:-

- 9.1.1 to co-ordinate the planning and delivery of the Growth Vision, with an initial emphasis on a Growth Deal
- 9.1.2 to provide direction for key strategies in support of paragraph 9.1.1 above, in particular transport, skills and employment, economic development and land use planning;
- 9.1.3 to unite partners around common purpose in support of 9.1.1 above;
- 9.1.4 to provide direction to any Sub-Boards that the Joint Committee chooses to appoint including the commissioning of specific tasks or projects;
- 9.1.5 proposing projects that could be undertaken as part of the Growth Deal;
- 9.1.6 deliberating on such projects to assess whether further due diligence is warranted and reaching agreement on the costs that should be incurred undertaking further appraisal work;
- 9.1.7 agreeing a pro-forma Implementation Plan that will set out the process for agreeing and prioritising projects that will be taken forwards pursuant to the Growth Deal;
- 9.1.8 preparing a draft Business Plan in accordance with Clause 7 (*Business Plan*); and
- 9.1.9 overseeing and co-ordinating the discharge of the Councils' preparatory obligations in relation to the Growth Deal,

- 9.1.10 To take all necessary decisions to pursue the aims and objectives of the Regional Growth Strategy
- 9.1.11 to carry out the functions set out in Schedule 2 (Joint Committee Terms of Reference).
- 9.2 The Joint Committee may carry out such other functions as the Councils determine from time to time and approve as a Matter Reserved to the Parties.
- 9.3 The Joint Committee shall not have power to approve any Matter Reserved to the Parties.
- 9.4 The Advisers shall have the right to attend and speak at meetings the Joint Committee.
- 9.5 Each Party shall appoint one (1) representative to the Joint Committee. The details of each of the representatives are set out in Schedule 7 (Details of Representatives).
- 9.6 The Chairperson of the Joint Committee shall be a representative of a Council appointed to the Joint Committee and shall be appointed on an annual basis by the Joint Committee at the Annual General Meeting. The Chairperson shall not have a casting vote.
- 9.7 Each Party shall be entitled from time to time to appoint a named deputy for its representative. Any deputies may attend meetings of the Joint Committee but shall only be entitled to speak and vote at such meetings in the absence of his or her corresponding principal.
- 9.8 Each Party may, at their discretion, replace their representative (and their respective deputies) appointed to the Joint Committee, provided that:-
 - 9.8.1 at all times, they have a representative appointed to the Joint Committee in accordance with the roles identified in Schedule 2 (*Joint Committee Terms of Reference*);
 - 9.8.2 any such replacement shall have no lesser status or authority than that set out in Schedule 2 (*Joint Committee Terms of Reference*) unless otherwise agreed by the Parties; and
 - 9.8.3 the details of any such representative shall be notified to the other Parties in writing, to replace the relevant details set out in Schedule 7 (Details of Representatives).
- 9.9 Unless the Joint Committee decides otherwise (e.g. if a meeting is deemed not to be required), the Joint Committee shall meet either on a monthly basis or as and when required in accordance with the timetable for the Growth Deal. Meetings shall be convened at appropriate times and upon giving the requisite statutory notice (to be issued through the Accountable Body) to deliberate on the Joint Committee Matters referred to in Schedule 1 (*Delegations Policy*).
- 9.10 The expectation is that all of the Councils and Advisers attend all meetings of the Joint Committee where possible.
- 9.11 Any representative may by written request to the Executive Team request that a matter be considered at the next meeting of the Joint Committee.
- 9.12 The Executive Team shall ensure that all agendas and relevant information in relation to a Joint Committee meeting are circulated in a timely manner and in any event in accordance with legislative requirements.

- 9.13 Any representative may, where he or she views that a matter requires urgent consideration, request to the Chairperson at the start of a Joint Committee meeting that such urgent item is added to the agenda, but its inclusion will be a matter for the Chairperson to decide.
- 9.14 The quorum necessary for a Joint Committee meeting shall be a representative or deputy from at least 4 Councils.
- 9.15 At meetings of the Joint Committee each representative or appropriate deputy (in the absence of the relevant representative) from each Council shall have one vote.
- 9.16 At meetings of the Joint Committee, each representative or appropriate deputy (in the absence of the relevant representative) from each Adviser shall have the right to advise the Joint Committee on decisions and their views shall be recorded by the Joint Committee. Whilst it is not intended that the Advisers shall have formal voting rights, the Joint Committee shall give consideration to any views or representations made by the Advisers and where Advisers do not agree with a proposed decision the Joint Committee shall consider (acting in good faith) declaring a matter a JC Unresolved Matter.
- 9.17 Decisions at a meeting of the Joint Committee require a simple majority vote of the representatives (or deputies as applicable) from the Councils in attendance, provided that if:
- 9.17.1 the votes are tied (i.e. a deadlock); or
- 9.17.2 two or more Parties make such a request at the meeting,
- that decision shall be declared a JC Unresolved Matter to be dealt with in accordance with Clause 9.18.
- 9.18 If, at a meeting of the Joint Committee, a matter is not determined, that matter ("**JC Unresolved Matter**") shall be deferred for consideration at the next ordinary meeting of the Joint Committee meeting or such sooner time as shall be agreed. If at the reconvened Joint Committee meeting the JC Unresolved Matter is not determined, the JC Unresolved Matter shall not be agreed and shall not be implemented by the Joint Committee.
- 9.19 Each Party shall provide all information reasonably required upon request by the Joint Committee to the Executive Team and shall comply with any decisions of the Joint Committee to request such information.
- 9.20 Each Party shall consult with the other Parties to ensure the diligent progress of the day to day matters relating to the discharge of the Parties' obligations in relation to the Growth Deal.
- 9.21 Where a Party wishes to provide any information and/or serve a notice or demand on the Joint Committee, this should be served on the Executive Team in accordance with Clause 23.3 (*Notices*). The Executive Team shall keep a record of all information, notices and demands received and shall update each representative promptly.
- 9.22 The Parties acknowledge and agree that the Joint Committee shall adopt (as applicable) the Accountable Body's prevailing contract standing orders, financial procedure rules, and such other applicable policies and procedures for and behalf of the Parties in the discharge of its obligations under this Agreement and that the Accountable Body's chief finance officer ('**S151 Officer**') and Monitoring Officer (or their nominated deputies) shall, respectively, act as the section 151 officer and monitoring officer to the Joint Committee.

9.23 The Advisers acknowledge and agree that their representative or deputy shall comply with the terms of the GA Code of Conduct.

9.24 Joint Committee may Delegate

9.24.1 The Joint Committee may delegate any of the powers which are conferred on them under this Agreement:

- (a) to a sub-committee or an officer of one of the councils;
- (b) to such an extent;
- (c) in relation to such matters; and
- (d) on such terms and conditions,

as they think fit from time to time (subject to any restrictions that may be imposed upon such delegation by any of the Councils).

9.24.2 The Joint Committee may allow that such delegation shall automatically authorise further delegation of the Joint Committee's powers by any person to whom they are delegated provided that the Joint Committee specifically states this within such delegation authority.

9.24.3 The Joint Committee may revoke any delegation in whole or part, or alter its terms and conditions at any time.

9.25 Sub-Committees

9.25.1 The Joint Committee shall establish as soon as reasonably practicable the sub-committees or groups set out below. The initial terms of reference for the sub-committees, subject to approval by the Joint Committee and its powers to vary and or revoke such delegation in accordance with clause 9.24 above, will be as set out in the third part of Schedule 2 :

- (a) a transport sub-committee; and
- (b) Digital Delivery.

9.25.2 The Accountable Body shall be responsible for providing Internal Audit services to the Joint Committee and audit reports in relation to the Joint Committee shall be considered by its Audit Committee in accordance with its usual rules and practices.

9.25.3 It is acknowledged and agreed by the Parties that the sub-committees or groups referred to in Clauses 9.22, 9.25.1 and 9.25.2:

- (a) shall undertake a number of functions including but not limited to audit, scrutiny and/or consultation services pursuant to their terms of reference; and
- (b) shall not have any delegated decision making powers (unless otherwise expressly granted by the Joint Committee).

9.25.4 Sub-committees or groups to which the Joint Committee delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of this Agreement which govern the taking of decisions by the Joint Committee.

9.25.5 The Joint Committee shall establish the membership, rules of procedure or terms of reference for all or any such sub-committees or groups to, amongst other matters, clarify their respective role and scope of delegation which shall be approved by the Joint Committee.

9.25.6 The Joint Committee may create additional sub-committees, sub-groups or SPVs (subject to the need to obtain non-executive approval for a local authority trading company established under the Local Government Act 2003) as it sees fit from time to time.

10. **SCRUTINY**

10.1 Decisions of the Joint Committee shall be subject to scrutiny and call in by any of the Councils.

10.2 The Councils may from time to time convene a group (“the Scrutiny Co-Ordinating Group”) consisting of the chairs of the relevant overview and scrutiny committee with responsibility for the Growth Deal in order to:

10.2.1 Co-ordinate any planned scrutiny of the work undertaken or to be undertaken by and/or any decisions made or to be made by the Joint Committee

10.2.2 Co-ordinate any call in of a decision made by the Joint Committee

10.2.3 Agree arrangements for inviting councillors from any or all of the Councils to attend a meeting of one Council’s overview and scrutiny committee in order to scrutinise the work and decisions of the Joint Committee

11. **EXECUTIVE TEAM AND PROJECT MANAGEMENT GROUP**

11.1 **Constitution and Authority of the Executive Team and the Project Management Group**

11.1.1 The Parties shall form the Executive Team for the purpose of implementing the Growth Deal and the day-to-day management of the Parties’ obligations in relation to the Growth Deal and to carry out the functions set out in Schedule 2, **Error! Reference source not found.** (*Executive Team Terms of Reference*).

11.1.2 The Executive Team shall not have any decision making powers pursuant to this Agreement.

11.1.3 Each Party shall appoint one senior officer representative to the Executive Team and such other representatives as the Joint Committee may determine from time to time. The chairperson shall be such representative as the Joint Committee may determine from time to time.

11.1.4 Each Party shall be entitled from time to time to appoint a deputy for its senior officer and such deputy (in each case) shall be entitled to attend meetings of the Executive Team in place of its senior officer.

11.1.5 The Parties shall, at their discretion, replace their representatives (and their respective deputies) appointed to the Executive Team provided that such replacement shall be on the same basis as the original appointed and provided further that no senior officer of the Executive Team shall be removed or replaced by any Party without that Party giving prior written notice as soon as reasonably practicable and in any event within ten (10) Business Days of its intention to remove or replace that representative.

- 11.1.6 The Executive Team shall meet as and when required in accordance with the timetable for the Growth Deal and, in any event, at such times as the Executive Team shall decide.
- 11.1.7 The Executive Team will give direction and advice to the Project Management Group on the implementation of Joint Committee decisions.
- 11.1.8 The Accountable Body shall employ officers to implement the decisions of the Joint Committee called the Project Management Group.
- 11.1.9 The Parties may from time to time second their employees to the Project Management Group

12. COMMITMENT OF THE PARTIES AND CONTRIBUTIONS

12.1 General

Subject to Clause 15 (*Withdrawal*), the Parties agree and undertake to commit to the Growth Deal in accordance with the terms of this Agreement and not to commission and/or undertake any procurement and/or project that seeks or would procure the delivery of all or any part of the Growth Deal outside the terms of this Agreement.

12.2 Internal Costs

- 12.2.1 Subject to Clause 12.2.2, the Internal Costs incurred by each Party (including the Accountable Body) shall be borne by the Party providing that internal resource.
- 12.2.2 The Parties hereby agree that if one of the Parties believes it is likely to incur disproportionate Internal Costs that matter shall be referred to the Joint Committee for a decision as to whether such costs will be disproportionate and whether any contributions should be made to this cost by the other Parties.

12.3 Joint Committee Costs

- 12.3.1 Any Joint Committee Costs incurred by the Joint Committee shall be shared on a Proportionate Basis between the Parties pursuant to this Agreement. They will form part of the Annual Budget referred to in Clause 12.4 below.
- 12.3.2 Each Party shall be required to prepare accounts including details of any Joint Committee Costs incurred pursuant to Schedule 4 (*Heads of Expenditure*) ("**the Accounts**") in respect of each Accounting Period and for such further and/or other accounting periods as the Joint Committee shall determine and which shall be incorporated into Schedule 5 (*Accounting Periods*). For the avoidance of doubt, such Accounts shall not include any revenue costs or capital investment requirements in relation to the implementation of any proposed project and shall solely relate to the operational and management costs of the Joint Committee.
- 12.3.3 Each Party shall:-
 - (a) in the Accounts make true and complete entries of all relevant payments made by it during the previous Accounting Period;
 - (b) within one (1) month of the end of each Accounting Period, each Party shall provide to the Accountable Body unaudited Accounts for such Accounting Period together with certification that such

Accounts comply with this Clause 12 (*Commitment of the Parties and Contributions*);

- (c) nominate an individual to be responsible for ensuring that Party's own compliance with this Clause 12 (*Commitment of the Parties and Contributions*) and the name, address and telephone number of each individual nominated pursuant to this Clause 12.3.3(c) (*Commitment of the Parties and Contributions*) shall be notified to the other Parties in accordance with Clause 23 (*Notices*); and
- (d) if an individual nominated by a Party pursuant to Clause 12.3.3(c) (*Commitment of the Parties and Contributions*) changes, that Party shall notify the other Parties forthwith of the replacement nominees.

12.3.4 The Accountable Body shall:

- (a) within ten (10) Business Days of receipt of the Accounts submitted by the other Parties in accordance with Clause 12.3.3(b) prepare a reconciliation statement identifying the payments made by each Party and the balance due from or owing to each; and
- (b) within twenty (20) Business Days of the preparation of the reconciliation statement send out a copy of the reconciliation statement together with either a balancing invoice or, subject to Clause 12.3.4(b), credit payments to each Party.

12.3.5 The Accountable Body shall not be obliged to make any payments due under this Agreement until the Accountable Body is in receipt of funds from the Joint Committee pursuant to this Clause 12.3.

12.3.6 A Party receiving an invoice for payment shall pay it in full within twenty (20) Business Days. Any error in a balancing invoice must be notified to the Accountable Body within five (5) Business Days of such balancing invoice being sent out. An amended balancing invoice will be issued by the Accountable Body and the Party receiving such an invoice shall pay it in full within twenty (20) Business Days.

12.3.7 The Parties hereby agree that if one of the Parties carries out any work or incurs any cost or expenses to carry out any work or to incur any cost or expense that is not within the budget or scope of work set out in this Agreement or agreed in advance by the Joint Committee, that matter shall be referred by the Executive Team to the Joint Committee for a decision as to whether such work, cost or expense is part of the Growth Deal or whether such work, cost or expense should be the entire responsibility of the Party so carrying it out or requesting it (as the case may be).

12.4 **Annual Budget**

12.4.1 Subject to Clause 12.4.2, the Annual Budget for the Accountable Body prior to receipt of any HMT Contribution (which includes any costs of the Joint Committee), shall be prepared in draft by the Accountable Body and agreed by the Joint Committee and the Parties shall each contribute towards the Annual Budget on a Proportionate Basis.

12.4.2 Initially in respect of the Annual Budget:

- (a) each Council (other than the Accountable Body) shall pay a sum of fifty thousand pounds (£50,000); and

- (b) other than NWMD, each Adviser shall pay a sum of twenty five (£25,000);

to the Accountable Body within [ten (10) Business Days] of the Commencement Date. The Accountable Body shall add £50,000 itself to the Annual Budget.

- 12.4.3 The Accountable Body shall hold and account for the Annual Budget on behalf of the Joint Committee and the other Parties.
- 12.4.4 NWMD, rather than physically paying cash to the Accountable Body shall undertake to contribute £50,000 in kind to the Accountable Body and the Joint Committee by way of services and manpower.
- 12.4.5 Any overspend on the Annual Budget shall be accounted for by the Parties on a Proportionate Basis.
- 12.4.6 The Annual Budget for the Accountable Body following the signature of the Growth Deal shall be agreed as part of GA2, along with the process for updating such budget and the consequences of any overspend of such budget.

12.5 Contributions

12.5.1 Total contribution

It is acknowledged and agreed by the Parties that the discharge of the Parties' obligations in relation to the Growth Deal shall ultimately be funded as follows:

- (a) an amount agreed in the Growth Deal from HMT ("**HMT Contribution**") which will be detailed in GA2;
- (b) an amount agreed in the Growth Deal in aggregate from the Parties ("**Parties' Contribution**") which will be detailed in GA2; and
- (c) each Parties' contribution towards the Annual Budget, on a Proportionate Basis, pursuant to Clause 12.4 (*Annual Budget*).

12.5.2 HMT Contribution

It is acknowledged and agreed that the HMT Contribution shall be included in the Growth Deal. GA2 shall set out the detail of the timing of the HMT Contribution, any exclusions from the HMT Contribution and any conditions that are attached to the HMT Contribution.

12.5.3 Parties' Contribution

- (a) Subject to Clause 12.5.3(b), each Party shall contribute towards the aggregate Parties' Contribution in the following proportions (and any references in this Agreement to "**Proportionate Basis**" shall apply these proportions):

Parties	Proportion of Contribution
Conwy Council	1/8th
Denbighshire Council	1/8th
Flintshire Council	1/8th
Gwynedd Council	1/8th
The Isle of Anglesey Council	1/8th
Wrexham Council	1/8th
Bangor University	1/16th
Wrexham University	1/16th
Coleg Cambria	1/16th
GRWP Llandrillo Menai	1/16th
NWMD	£0 in cash with 1/8 to be delivered "in kind" in accordance with clause 11.4.4
Total	Full Contribution

- (b) It is acknowledged and agreed that an affordability envelope for each Party shall be approved by the Parties as part of GA2 and that any decision to increase the affordability envelope shall be a Matter Reserved to the Parties.

12.5.4 Audit

Each Party shall permit all records referred to in this Agreement to be examined and copied from time to time by the Accountable Body, or any representatives of the Accountable Body or any other representatives who reasonably require access to the same in order to undertake any audit of the funds received and spent pursuant to this Agreement.

12.5.5 Retention of Records

The accounts referred to in this Clause 12 (Commitment of the Parties and Contributions) shall be retained for a period of at least ten (10) years after delivery of the Growth Deal pursuant to this Agreement.

13. MITIGATION

Each Party shall at all time take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party(ies) pursuant to this Agreement.

14. LIABILITY OF THE PARTIES

14.1 The Accountable Body shall indemnify and keep indemnified each of the other Parties to this Agreement against any losses, claims, expenses, actions, demands, costs and liability suffered by that Party to the extent arising from any wilful default or wilful breach by the Accountable Body 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 the Accountable Body or matters arising from any negligent act or omission in relation to such obligations).

14.2 No claim shall be made against the Accountable Body to recover any loss or damage which may be incurred by reason of or arising out of the carrying out by the Accountable Body of its obligations under this Agreement unless and to the extent such loss or damage arises from a wilful default or wilful breach by the Accountable Body under Clause 14.1 (*Liability of Parties*).

14.3 Each of the other Parties (acting severally) shall indemnify and keep indemnified the Accountable Body against all losses, claims, expenses, actions, demands, costs and liabilities which the Accountable Body may incur by reason of or arising out of the carrying out by the Accountable Body of its obligations under this Agreement for that Party or arising from any wilful default or wilful breach by a Party 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 Party 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 wilful breach by the Accountable Body of any such obligations.

14.4 The Parties agree and acknowledge that the amount to be paid to the Accountable Body by any of the other Parties under Clause 14.3 (*Liability of Parties*) shall be borne by each of the Parties to the extent of its responsibility, however in the event that the responsibility is a shared one between the Parties (so that it is not reasonably practicable to ascertain the exact responsibility between the Parties) then the amount to be paid shall be divided between the Parties on a Proportionate Basis.

14.5 In the event of a claim under this Clause 14 (*Liability of Parties*) in which it is not reasonably practicable to determine the extent of responsibility as between the Parties (including the Accountable Body), then the amount shall be divided amongst the Councils (including the Accountable Body) on a Proportionate Basis. For the avoidance of doubt, any claim arising otherwise than through the wilful default or wilful breach by the Accountable Body or the other Parties shall be divided amongst the Parties (including the Accountable Body) on a Proportionate Basis.

14.6 A Party who receives a claim for losses, expenses, actions, demands, costs and liabilities shall notify and provide details of such claim as soon as is reasonably practicable to the other Parties .

14.7 No Party shall be indemnified in accordance with this Clause 14 (*Liability of Parties*) unless it has given notice in accordance with Clause 14.6 (*Liability of Parties*) to the other Party against whom it will be enforcing its right to an indemnity under this Agreement.

14.8 Each Party ("**Indemnifier**") shall not be responsible or be obliged to indemnify the other Parties (including the Accountable Body) ("**Beneficiary**") to the extent that any insurances maintained by the Beneficiary at the relevant time provide an indemnity

against the loss giving rise to such claim and to the extent that the Beneficiary recovers under such policy of insurance (save that the Indemnifier shall be responsible for the deductible under any such policy of insurance and any amount over the maximum amount insured under such policy of insurance).

15. **WITHDRAWAL**

15.1 No Party may withdraw from this Agreement without the approval of all of the other Parties.

15.2 A lock-in period shall be agreed as part of GA2, following which Parties shall be able to withdraw. However, there may be compensation payable if a Party does withdraw and the mechanism for calculating such compensation shall be included in GA2.

16. **CONSEQUENCES OF TERMINATION**

16.1 If the Agreement is terminated in accordance with Clause 2.3 (*Termination*), save for the obligations set out in Clause 12 (*Commitment of the Parties and Contributions*), Clause 14 (*Liability of the Parties*), this Clause 16 (*Consequences of Termination*) and Clause 18 (*Confidentiality and Announcements*), the Parties shall be released from their respective obligations described in this Agreement.

16.2 The Parties acknowledge and agree that:-

16.2.1 the Growth Deal has been modelled on the basis of participation by all the Parties and that there are considerable economic benefits to be achieved as a result of such joint working; and

16.2.2 accordingly, in the event that this Agreement is terminated in relation to any Party pursuant to Clause 2.3 (*Termination*) such Defaulter shall be liable to the Non-Defaulting Party or Parties for their reasonable and properly incurred costs in relation to the Growth Deal.

17. **INTELLECTUAL PROPERTY**

17.1 Each Party will retain all Intellectual Property in its Material.

17.2 Each Party will grant all of the other Parties a non-exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its IP Material for the discharge of the Parties' obligations in relation to the Growth Deal and any other purpose resulting from the Growth Deal whether or not the party granting the licence remains a party to this Agreement.

17.3 Without prejudice to Clause 17.1 (*Intellectual Property*), if more than one Party 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 Party can demonstrate that it independently supplied or created the relevant IP Material without the help of one or more of the other Parties), each of the Parties who contributed to the relevant IP Material will grant to all other Parties 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 Parties were the sole owner under the Copyright Design and Patents Act 1988 or any other relevant statute or rule of law.

17.4 For the avoidance of doubt, any entity or person who is at the date of this Agreement a party to this Agreement and who has licensed any Intellectual Property under this Agreement will have a non-exclusive, perpetual right to continue to use the licensed Intellectual Property in respect of the Growth Deal.

17.5 Each Party warrants that it has or will have the necessary rights to grant the licences set out in Clause 17.2 (*Intellectual Property*) and 17.3 (*Intellectual Property*) in respect of the IP Material to be licensed.

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

18. **CONFIDENTIALITY AND ANNOUNCEMENTS**

18.1 Each Party ("**Covenanter**") shall, both during the currency of this Agreement and at all times following its termination or expiry, keep private and confidential and shall not use or disclose (whether for its own benefit or that of any third party) any Confidential Information about the business of and/or belonging to any other Party or third party which has come to its attention as a result of or in connection with this Agreement.

18.2 The obligation set out in Clause 18.1 (*Confidentiality and Announcements*) shall not relate to information which:-

18.2.1 comes into the public domain or is subsequently disclosed to the public (other than through default on the part of the Covenanter or any other person to whom the Covenanter is permitted to disclose such information under this Agreement); or

18.2.2 is required to be disclosed by law; or

18.2.3 was already in the possession of the Covenanter (without restrictions as to its use) on the date of receipt; or

18.2.4 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; or

18.2.5 is necessary to be disclosed to provide relevant information to any insurer or insurance broker in connection with obtaining any insurance required by this Agreement.

18.3 Where disclosure is permitted under Clause 18.2.3 (*Confidentiality and Announcements*) or 18.2.4 (*Confidentiality and Announcements*), the recipient of the information shall be subject to a similar obligation of confidentiality as that contained in this Clause 18 (*Confidentiality and Announcements*) and the disclosing Party shall make this known to the recipient of the information.

18.4 No Party shall make any public statement or issue any press release or publish any other public document relating, connected with or arising out of this Agreement or any other agreement relating to the Growth Deal without the prior written consent of the other Parties.

19. **CONTRACTS (THIRD PARTY RIGHTS)**

The Parties as parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

20. **DISPUTE RESOLUTION**

20.1 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this Clause 20 (*Dispute Resolution*). The Parties undertake and agree to pursue a positive approach towards dispute resolution which seeks (in the context of

this partnership) to identify a solution which avoids legal proceedings and maintains a strong working relationship between the Parties.

- 20.2 In the event of any dispute or difference between the Parties relating to this Agreement (whether this may be a matter of contractual interpretation or otherwise) then save in relation to disputes or disagreements relating to a Matter Reserved to the Parties, the matter shall be dealt with by referral in the first instance to the Joint Committee who shall consider any such dispute or disagreement at the next scheduled meeting of the Joint Committee and attempt to resolve the disputed matter in good faith.
- 20.3 In relation to a dispute or disagreement relating to a Matter Reserved to the Parties, or if the Joint Committee fails to resolve a dispute or disagreement within five (5) Business Days of meeting pursuant to Clause 20.2 (*Dispute Resolution*), then the Parties in dispute or the Joint Committee (as the case may be) may refer the matter for resolution to:-
- 20.3.1 the Chief Executive, Managing Director, Council Leader (or other relevant head of organisation) of the relevant Parties; or
 - 20.3.2 mediation by such party as the relevant Parties may agree; or
 - 20.3.3 the exclusive jurisdiction of the Courts of England and Wales.
- 20.4 Any dispute and/or disagreement to be determined by the relevant heads of organisations, mediation or the Courts of England and Wales (as the case may be) under this Agreement shall be promptly referred for determination to them.
- 20.5 The Parties shall on request promptly supply to the relevant heads of organisations or mediator or the Courts of England and Wales (as the case may be) all such assistance, documents and information as may be required for the purpose of determination.
- 20.6 If a mediator is appointed to determine a dispute pursuant to Clause 20.3 (*Dispute Resolution*), then the mediator shall be deemed to act as an expert and not as an arbitrator and his determination shall (in the absence of manifest error) be conclusive and binding upon the Parties.
- 20.7 The costs of the resolution of any dispute and/or disagreement between the Parties under this Agreement shall be borne by the relevant Parties on a Proportionate Basis to the dispute in question save as may be otherwise directed by the relevant heads of organisations, the mediator or the Courts of England and Wales (as the case may be).

21. DATA PROTECTION

- 21.1 In relation to all Personal Data, each Party shall at all times comply with the GDPR, (as a data controller if necessary) which includes (but is not limited to) maintaining a valid and up to date registration or notification under the GDPR covering the data processing activities to be performed in connection with the Growth Deal.
- 21.2 Each Party:-
- 21.2.1 shall process Personal Data belonging to any other Party only on the instructions of that Party (subject to compliance with applicable law);
 - 21.2.2 shall only undertake processing of Personal Data reasonably required in connection with the Growth Deal and shall not transfer any Personal Data to any country or territory outside the European Economic Area; and
 - 21.2.3 shall use its reasonable endeavours to procure that all relevant sub-contractors and third parties comply with this Clause 21.2 (*Data*

Protection). For the avoidance of doubt a relevant sub-contractor is one which processes Personal Data belonging to the one or any of the Parties.

- 21.3 The Parties shall not disclose Personal Data to any third parties other than:
- 21.3.1 to employees and sub-contractors and third parties to whom such disclosure is reasonably necessary in order for the Parties to discharge the Parties' obligations in relation to the Growth Deal; or
 - 21.3.2 to the extent required under a court order or to comply with any applicable laws including (but not limited to) any statute, bye law, European Directive or regulation.
- provided that any disclosure to any sub-contractor or any third parties under Clause 21.3.1 (*Data Protection*) shall be made subject to written terms substantially the same as, and no less stringent than, the terms contained in this Clause 21 (*Data Protection*) and that the Parties shall give notice in writing to all other Parties of any disclosure of Personal Data belonging to them which they or a sub-contractor or third parties are required to make under Clause 21.3.2 (*Data Protection*) immediately they are aware of such a requirement.
- 21.3.3 The Parties shall bring into effect and maintain and shall use its reasonable endeavours to ensure that all relevant sub-contractors and any third parties have in effect and maintain all reasonable technical and organisational measures necessary to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including but not limited to taking reasonable steps to ensure the reliability and probity of any employee or agent of a relevant sub contractor or any third parties having access to the Personal Data.
 - 21.3.4 Any Party may, at reasonable intervals, request a written description of the technical and organisational methods employed by any other Party and the relevant sub-contractors referred to in Clause 21.2.3 (*Data Protection*) Within five (5) Business Days of such a request, the Party 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 Party can determine whether or not, in connection with the Personal Data, it is compliant with the DPA. All Parties shall use its reasonable endeavours to ensure that the sub-contractors and any third parties also comply with such request from any other Party.
- 21.4 All Parties shall ensure that any Personal Data they obtain and provide to any other Party has been lawfully obtained and complies with the DPA and that the use thereof in accordance with this Agreement shall not breach any of the provisions of the DPA.
- 21.5 If:-
- 21.5.1 under the DPA any Party is required to provide information to a data subject (as defined in the DPA) in relation to Personal Data when such data is in the possession or under control of any other Party; and
 - 21.5.2 the required Party informs the controlling Party in writing that this is the case,
- then the controlling Party shall guarantee reasonable and prompt co-operation to the required Party in meeting its obligations under the DPA including making copies of the relevant Personal Data to the extent the same are in its possession.
- 21.6 Each Party shall provide the other as soon as reasonably practicable, with such information in relation to Personal Data and their processing as the other Party 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 Party to:-

- 21.6.1 comply with its obligations under this Clause and the DPA; and
- 21.6.2 assess whether the processing of the relevant Personal Data in connection with this Agreement is breaching or may breach the DPA in a manner which is material and not effectively sanctioned by any guidance statement issued by the Information Commissioner.
- 21.7 The Parties shall each take reasonable precautions (having regard to the nature of their respective obligations under this Agreement) to preserve the integrity of any Personal Data.
- 21.8 The Parties shall work together to create and agree an information sharing protocol specifically in relation to their joint working on the Growth Deal and shall continually review any existing information sharing protocols being used in relation to the Growth Deal to ensure they remain relevant to the Growth Deal and to identify which Personal Data needs to be processed and on what basis to ensure compliance with this Clause 21 (*Data Protection*).
- 22. **FREEDOM OF INFORMATION AND ENVIRONMENT INFORMATION**
- 22.1 Each Party acknowledges that the Councils are subject to the requirements of the Freedom of Information Act 2000 (“**FOIA**”) and the Environmental Information Regulations 2004 (“**EIR**”) and the Councils shall comply with the Accountable Body's policy on FOIA in respect of these information disclosure obligations to the extent they relate to the Growth Deal.
- 22.2 Where a Party receives a request for information under either the FOIA or the EIR in relation to information which it is holding on behalf of any of the other Councils in relation to the Growth Deal, it shall:
 - 22.2.1 transfer the request for information to the Accountable Body as soon as practicable after receipt and in any event within two (2) Business Days of receiving a request for information;
 - 22.2.2 provide the Accountable Body with a copy of all information in its possession or power in the form the Accountable Body reasonably requires within ten (10) Business Days (or such longer period as the Accountable Body may specify) of the Accountable Body requesting that information; and
 - 22.2.3 provide all necessary assistance as reasonably requested by the Accountable Body to enable the Accountable Body to respond to a request for information within the time for compliance set out in the FOIA or the EIR.
- 22.3 The Councils acknowledge and agree that the Accountable Body shall be responsible for co-ordinating any response on behalf of the relevant Councils to the extent they relate to the Growth Deal and all costs incurred shall be accounted for as Joint Committee Costs.
- 22.4 The Accountable Body shall be responsible for determining in their absolute discretion whether any information requested under the FOIA or the EIR:-
 - 22.4.1 is exempt from disclosure under the FOIA or the EIR;
 - 22.4.2 is to be disclosed in response to a request for information.
- 22.5 Each Party acknowledges that the Accountable Body may be obliged under the FOIA or the EIR to disclose information:
 - 22.5.1 without consulting with the other Parties where it has not been practicable to achieve such consultation; or

22.5.2 following consultation with the other Parties and having taken their views into account.

23. NOTICES

23.1 Any notice or demand in connection with this Agreement to any Party shall be in writing and may be delivered by hand, prepaid first class post, special delivery post or email, addressed to the recipient at the address as the case may be set out in Schedule 3 (*Parties' Details*) or such other recipient address as may be notified in writing from time to time by any of the Parties to all the other Parties.

23.2 Any notice or demand in connection with this Agreement to the Joint Committee shall be in writing and may be delivered by hand, prepaid first class post, special delivery post or email, addressed to the [Executive Team] at the address as the case may be as set out in Schedule 3 (*Parties' Details*) or such other recipient address as may be notified in writing from time to time by the [Executive Team] to all the Parties.

23.3 The notice or demand shall be deemed to have been duly served:-

23.3.1 if delivered by hand, when left at the proper address for service;

23.3.2 if given or made by prepaid first class post or special delivery post, forty-eight (48) hours after being posted (excluding days other than Business Days);

23.3.3 if given or made by email, at the time of transmission,

provided that, where in the case of delivery by hand or email such delivery or transmission occurs either after 4.00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur at 9.00am on the next following Business Day.

23.4 For the avoidance of doubt, where proceedings to which the Civil Procedure Rules apply have been issued, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

24. GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of England and Wales. Subject to Clause 20 (*Dispute Resolution*), the English and Welsh Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

25. ASSIGNMENT

The rights and obligations of the Parties under this Agreement shall not be assigned, novated or otherwise transferred without the consent of the other Parties.

26. WAIVER

26.1 No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or some other right, power or remedy unless a waiver is given in writing by that Party.

26.2 Each Party shall pay their own costs incurred in connection with the preparation, execution, completion and implementation of this Agreement.

27. **ENTIRE AGREEMENT**

This Agreement contains all the terms which the parties have agreed in relation to the subject of this Agreement and supersedes any prior written or oral agreements, representations or understandings between the Parties relating to such subject matter. No Party has been induced to enter into this Agreement or any of these documents by statement or promise which they do not contain, save that this Clause shall not exclude any liability which one Party would otherwise have to the other in respect of any statements made fraudulently by that Party.

28. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts each of which so executed shall be an original but together shall constitute one and the same instrument.

29. **RELATIONSHIP OF PARTIES**

Each Party is an independent body and nothing contained in this Agreement shall be construed to imply that there is any relationship between the Parties of partnership or (except as expressly provided in this Agreement) of principal/agent or of employer/employee. No Party shall have the right to act on behalf of another nor to bind the other by contract or otherwise except to the extent expressly permitted by the terms of this Agreement. In particular for the avoidance of doubt, none of the provisions relating to the principles of working in partnership shall be taken to establish any partnership as defined by The Partnership Act 1890.

30. **STATUTORY RESPONSIBILITIES**

Notwithstanding anything apparently to the contrary in this Agreement, in carrying out their statutory duties, the discretion of any Council shall not be fettered or otherwise affected by the terms of this Agreement.

AS WITNESSED this Agreement has been executed as a Deed on the date written at the beginning of this Agreement in the presence of those stated.

The Common Seal of **CONWY COUNTY**)
BOROUGH COUNCIL was)
hereunto affixed in the presence of: -)

The Common Seal of **DENBIGHSHIRE**)
COUNTY COUNCIL was)
hereunto affixed in the presence of:-)

The Common Seal of **FLINTSHIRE**)
COUNTY COUNCIL was)
hereunto affixed in the presence of:-)

The Common Seal of **GWYNEDD**)
COUNCIL was)
hereunto affixed in the presence of:-)

The Common Seal of **THE ISLE OF**)
ANGLESEY COUNTY COUNCIL was)
hereunto affixed in the presence of:-)

The Common Seal of **WREXHAM COUNTY**)
BOROUGH COUNCIL was)
hereunto affixed in the presence of:-)

[The Common Seal of **BANGOR**)
UNIVERSITY was)
hereunto affixed in the presence of: -)]

[The Common Seal of **WREXHAM**)
GLYNDWR UNIVERSITY was)
hereunto affixed in the presence of: -)]

[The Common Seal of **COLEG**)
CAMBRIA was hereunto affixed)
in the presence of: -)]

[The Common Seal of **GRWP**)
LLANDRILLO MENAI was hereunto)
affixed in the presence of: -]]

Schedule 1

DELEGATIONS POLICY

[NOTE: This will be further developed in GA2]

DECISION	PROJECT MANAGEMENT GROUP MATTER	JOINT COMMITTEE MATTER	MATTER RESERVED TO THE PARTIES
KEY THEMES			
1. Approval of GA2			Yes
2. Approval and adoption of any Business Plans			Yes
3. Approval and adoption of any updated Business Plans save to the extent any such update amounts to a material change to the prevailing Business Plan (in which case the decision to approve and adopt such updated Business Plan shall be a Matter Reserved to the Parties)		Yes	
FUNDING AND EXPENDITURE			
4. Agreeing any increase to a Party's affordability envelope			Yes
5. Approval of any increase to the Parties' Contribution			Yes
6. Approval of any disproportionate Internal Costs pursuant to Clause 12.2.2 (Commitment of the Parties and Contributions)		Yes	
7. Approval of expenditure within the approved Annual Budget of the Accountable Body held on behalf of the Parties set out in Clause 12.4 (<i>Annual Budget</i>)	Yes		
8. Approval of the Annual Budget pursuant to Clause 12.4 (<i>Annual Budget</i>)			Yes
9. Approval of additional expenditure over and above the approved Annual Budget of the Accountable Body held on behalf of the Parties set out in Clause 12.4 (<i>Annual Budget</i>)			Yes
10. To approve from time to time the distribution of the Annual Budget as between the different programmes and projects agreed as part of any Growth Deal or the Regional Growth Strategy		Yes	

DECISION	PROJECT MANAGEMENT GROUP MATTER	JOINT COMMITTEE MATTER	MATTER RESERVED TO THE PARTIES
11. Entering into (or agreeing to enter into) any borrowing arrangement on behalf of the Joint Committee and/or giving any security in respect of any such borrowing		Yes	
12. Accepting terms and conditions in relation to any third party funding for the Growth Deal		Yes	
GENERAL			
13. Replacement of the Accountable Body pursuant to Clause 4.2		Yes	
14. Establishment of a sub-committee pursuant to this Agreement and determining their terms of reference and scope of delegation.		Yes	
15. Making any variations to or waiving any rights to or terminating any contracts signed by Parties / the Accountable Body (other than this Agreement) which are material to the Growth Deal.		Yes	
16. Amendments to the terms of this Agreement			Yes
17. The engagement of (and terms of engagement of) any individual person where the value of the appointment does not exceed £25,000 per Accounting Period	Yes		
18. Commencing any claim, proceedings or other litigation brought by or settling or defending any claim, proceedings or other litigation brought against the Joint Committee or individual Party in relation to the Growth Deal, except in relation to debt collection in the ordinary course of business.		Yes	
19. Making any announcements or releases of whatever nature in relation to the Joint Committee and the Growth Deal		Yes	
20. Creation of a local authority trading company under Local Government Act 2003			Yes
21. Any other matters not covered in this Schedule 1 (<i>Delegations Policy</i>)		Yes	

TERMS OF REFERENCE

PART 1

JOINT COMMITTEE TERMS OF REFERENCE

Aims/Purpose

1. The Joint Committee will be the key body to oversee the Growth Deal and to represent the interests of the Parties and its stakeholders. The Joint Committee will also be responsible for monitoring project progress and managing the political dimensions of the Growth Deal.
2. The Joint Committee will also oversee the Regional Growth Strategy and will take all necessary decisions to facilitate and implement its delivery.
3. The Joint Committee will carry out the following functions:
 - Determine the form of and number of fund(s) to deliver the Growth Deal.
 - Agree key projects to deliver the Growth Deal
 - Provide strategic direction to the Executive Team (to include approval of remit for the Executive Team and approval of any resourcing issues)
 - Act as a representative for each of the Parties to ensure consistency with individual objectives and visions
 - Monitor performance, management and working arrangements (to include the necessary audit and assurance checks)
 - Ensure that sufficient resources are committed to the Growth Deal
 - Arbitrate on any conflicts within the programme or negotiate a solution to any problems between the programme and external bodies
 - Communicate and provide progress on strategic issues within the Growth Deal
 - Promote partnership working between the Parties
 - Publish annual governance statement and Annual Accounts in accordance with the Assurance Framework
 - Liaise with other Growth Deal or City Deal partners across the United Kingdom to share best practice and ensure a co-ordinated strategic approach
 - Provide the Parties with annual progress reports
 - Update the Delegations Policy from time to time

Terms

4. At the start of the Growth Deal, to:
 - Finalise the GA2 and any related documentation, including (but not limited to) any Business Plans Clause 7 and
 - Agree the detail of the decision-making process and assessments (as referred to in the Assurance Framework and where yet to be completed) prior to the Joint Committee considering individual projects
5. During the planning and development stages, to:
 - Review project status against the approved plans
 - Monitor the management of project budget, risks and quality
 - Promote and support the project among relevant stakeholders and where appropriate obtain their consent.
 - Seek to resolve disputes where these cannot be resolved satisfactorily through other means
 - Ensure that the proposals are affordable and deliver maximum value for money for the public sector.

Procurement of contracts for goods, works or services

Subject to compliance with: legislation, the contract standing orders and other procedural rules of the Accountable Body (where the contracts are to be let in the name of the Accountable Body) and the issue not falling within a Matter Reserved to the Parties, the following provisions apply.

6. Where the Joint Committee is procuring any goods, works or services, at the start of procurement, the Joint Committee or if falling within the delegated authority of the Executive Team, the Executive Team, shall agree:
 - measures against which the benefits realisation should be measured;
 - arrangements for quality assurance and risk management;
 - arrangements for communications; and
 - arrangements for procurement launch for specific projects (where appropriate).

7. As the procurements progress, to:-
 - review the project status against the project plan;
 - monitor the management of procurement budget, risks and quality;
 - agree progression through key stages (e.g. including but not limited to issue of the OJEU, pre-qualification stage and preferred bidder stage) and obtain all associated 'sign-offs';
 - agree draft procurement documents;
 - agree the process for evaluating bids and the detailed evaluation criteria and scoring;
 - consider the progress of the procurement; and
 - act as the ambassadors for the procurement and the project it facilitates.

8. At the end of the procurement, to:-
 - ensure that the pre contract risk review is completed;
 - agree any financial business cases;
 - make decisions as to award of contract and provide all final 'sign-offs'; and
 - ensure that the contract is appropriately managed and expected products have been delivered satisfactorily.

PART 2

EXECUTIVE TEAM TERMS OF REFERENCE

[INSERT SCHEME OF DELEGATION APPROVED BY JOINT COMMITTEE IN MAY]

DRAFT

PART 3

SUB-COMMITTEE TERMS OF REFERENCE

[INSERT SCHEME OF DELEGATION AGREED BY JOINT COMMITTEE IN MAY]

DRAFT

Schedule 3

PARTIES' DETAILS¹

RECIPIENT'S NAME	ADDRESS	EMAIL
Conwy Council: [Chief Executive]	[REDACTED]	[REDACTED]
Denbighshire Council: [Chief Executive]	[REDACTED]	[REDACTED]
Flintshire Council: [Chief Executive]	[REDACTED]	[REDACTED]
Gwynedd Council: [Chief Executive]	[REDACTED]	[REDACTED]
Isle of Anglesey Council: [Chief Executive]	[REDACTED]	[REDACTED]
Wrexham Council: [Chief Executive]	[REDACTED]	[REDACTED]
Bangor University: [Chief Executive]	[REDACTED]	[REDACTED]
Wrexham Glyndwr University: [Chief Executive]	[REDACTED]	[REDACTED]
Coleg Cambria: [Chief Executive]	[REDACTED]	[REDACTED]
GRWP Llandrillo Menai: [Chief Executive]	[REDACTED]	[REDACTED]
North Wales and Mersey Dee Business Council: [Chief Executive]	[REDACTED]	[REDACTED]
Executive Team [Attention of xxxx]	[REDACTED]	[REDACTED]

¹ Details to be confirmed please.

Schedule 4

HEADS OF EXPENDITURE

1. The following is a non-exhaustive list of the heads of expenditure that may be incurred by the Parties in the Growth Deal:-
 - 1.1 "**Internal Costs**" means the costs associated with each Party providing internal resources in relation to the Growth Deal which includes but is not limited to:
 - 1.1.1 staffing costs and associated overheads;
 - 1.1.2 project management / technical & admin support;
 - 1.1.3 communications; and
 - 1.1.4 (where applicable) costs incurred in respect of managing FOIA requests pursuant to Clause 22 (*Freedom of Information and Environmental Information*).
 - 1.2 "**Joint Committee Costs**" means the operational and management costs of the Joint Committee, (its sub committees and groups created pursuant to Clauses 10.18 and 10.19) which includes but is not limited to
 - 1.2.1 staffing costs and associated overheads;
 - 1.2.2 project management / technical & admin support;
 - 1.2.3 communications;
 - 1.2.4 Translation costs;
 - 1.2.5 the costs incurred by the Accountable Body in carrying out the duties of the Accountable Body (Clauses 4 and 5); and
 - 1.2.6 external professional advice.
 - 1.3 For the avoidance of doubt, Internal Costs and Joint Committee Costs do not include any revenue costs or capital investment relating to the implementation of any project pursuant to the Growth Deal.

Schedule 5

ACCOUNTING PERIODS

The initial Accounting Period shall be the date of this Agreement until 31 March and thereafter shall be:

[1 April to 31 March]²

Schedule 6

DRAFT

² Parties to please confirm.

CODE OF CONDUCT FOR NWEAB ADVISERS

1. You must in all matters consider whether you have a personal interest and whether this code of conduct requires you to disclose that interest.
2. You must regard yourself as having a personal interest in any business of the North Wales Growth Board if:
 - a it is likely to affect the well-being or financial position of such persons below to a greater extent than other tax payers in North Wales:
 - i you;
 - ii anyone with whom you live; or
 - iii anyone with whom you have close personal association;
 - b it relates to or is likely to affect any of the following:
 - i any employment or business of such a person;
 - ii any person who employs or has appointed such a person, any firm in which such a person is a partner or any company for which such a person is a remunerated director;
 - iii any corporate body which has a place of business or land in North Wales, and in which any such persons has a beneficial interest in a class of securities of that body that exceeds the nominal value of £25,000 or one hundredth of the total issued share capital of that body;
 - iv any contract for goods, services or works made between the NWEAB and:
 - aa any such person;
 - bb a firm in which such a person is a partner;
 - cc a company of which such a person is a remunerated director; or
 - dd a body of the description specified in sub-paragraph (iii) above;
 - v any land in North Wales:
 - aa in which such a person has a beneficial interest; or
 - bb which such a person has a licence (alone or jointly with others) to occupy for 28 days or more;
 - vi any land where the landlord is the NWEAB and the tenant is:
 - aa a firm in which such a person is a partner;
 - bb a company of which such a person is a remunerated director; or
 - cc a body of the description specified in sub-paragraph (iii) above;
 - vii any of the following bodies in which such a person is a member or holds a position of general control or management:
 - aa a public authority or body exercising functions of a public nature;
 - bb a company, industrial and provident society, charity, or body directed to charitable purposes;
 - cc a body whose principal purposes include the influence of public opinion or policy;
 - dd a trade union or professional association; or
 - ee a private club, society or association operating within North Wales.

Declaration of Personal Interests

- 3 Where you have a personal interest in any business of the NWEAB and you attend a meeting at which that business is considered, you must declare the existence and nature of that interest before or at the commencement of that item, or when the interest becomes apparent.
- 4 Where you have a personal interest in any business of your authority and you write or speak to an officer or member of the NWEAB then you must:
 - a include details of that interest in the written communication; or
 - b declare the interest at the commencement, or when it becomes apparent to you that you have such an interest.

- 5 You must, in respect of a personal interest not previously declared, before or immediately after the close of a meeting where the declaration is made, give written notification to the NWEAB's monitoring officer on the prescribed form, containing:
 - a details of the personal interest;
 - b details of the business to which the personal interest relates; and
 - c your signature.
- 6 A personal interest is also a prejudicial interest if it is one which a member of the public with knowledge of the relevant facts would reasonably regard as so significant that it is likely to prejudice your judgement of the public interest except as set out in paragraph 7 below.
- 7 You will not be regarded as having a prejudicial interest in any business where that business is not the determination of any approval, consent, licence, permission or registration and:
 - a It relates to:
 - i another public authority or body exercising functions of a public nature in which you hold a position of general control or management;
 - ii a body to which you have been elected, appointed or nominated by the NWEAB;
 - iii your role as a school governor (where you are not appointed or nominated by an authority which is a member of NWEAB) unless it relates particularly to the school of which you are a governor; or
 - iv your role as a member of a Local Health Board where you have not been appointed or nominated by an authority which is a member of the NWEAB;
 - v save that an interest shall not be considered as being personal and prejudicial where it relates to or is likely to affect the Party which has appointed the Adviser to the Joint Committee.
 - b It relates to:
 - i the housing functions of an authority which is a member of the NWEAB where you hold a tenancy or lease with that authority, provided that you do not have arrears of rent of more than two months, and provided that those functions do not relate particularly to your tenancy or lease; or
 - ii the functions of an authority which is a member of the NWEAB in respect of school meals, transport and travelling expenses, where you are a guardian, parent, grandparent or have parental responsibility (as defined in section 3 of the Children Act 1989) of a child in full time education, unless it relates particularly to the school which that child attends.
 - c It relates to or is likely to affect an Adviser which has appointed you as its representative to the Joint Committee.

Overview and Scrutiny Committees

- 8 You also have a prejudicial interest in any business before an overview and scrutiny committee of any authority (or of a sub-committee of such a committee) where:
 - a that business relates to a decision made (whether implemented or not) or action taken by the NWEAB or another of its committees, sub-committees, joint committees or joint sub-committees; and
 - b at the time the decision was made or action was taken, you were an adviser to the NWEAB, committee, sub-committee, joint-committee or joint sub-committee AND you were present when that decision was made or action was taken.

Participation in Relation to Disclosed Interests

- 9 Where you have a prejudicial interest in any business of the NWEAB, unless you have obtained a dispensation from the Accountable Body's Standards Committee, you must:
 - a withdraw from the room, chamber or place where a meeting considering the business is being held:
 - i where sub-paragraph (ii) below applies, immediately after the period for making

- representations, answering questions or giving evidence relating to the business has ended and in any event before further consideration of the business begins, whether or not the public are allowed to remain in attendance for such consideration; or
- ii in any other case, whenever it becomes apparent that that business is being considered at that meeting;
- b not exercise NWEAB functions in relation to that business;
 - c not seek to influence a decision about that business;
 - d not make any written representations (whether by letter, facsimile or some other form of electronic communication) in relation to that business unless the public has a right to do so; and
 - e not make any oral representations (whether in person or some form of electronic communication) in respect of that business or immediately cease to make such oral representations when the prejudicial interest becomes apparent unless the public has a right to do so.
- 10 Where you have a prejudicial interest in any business of your authority you may attend a meeting but only for the purpose of making representations, answering questions or giving evidence relating to the business, provided that the public are also allowed to attend the meeting for the same purpose, whether under a statutory right or otherwise.
- 11 Paragraph 10 does not prevent you attending and participating in a meeting if:
- a you are required to attend a meeting of an overview or scrutiny committee, by such committee exercising its statutory powers;
 - b you are attending only for the purpose of making representations, answering questions or giving evidence relating to the business, provided that the public are also allowed to attend the meeting for the same purpose, whether under a statutory right or otherwise; or
 - c you have the benefit of a dispensation provided that you:
 - i state at the meeting that you are relying on the dispensation; and
 - ii before or immediately after the close of the meeting give written notification to your authority containing:
 - aa details of the prejudicial interest;
 - bb details of the business to which the prejudicial interest relates;
 - cc details of, and the date on which, the dispensation was granted; and
 - dd your signature.
- 12 Where you have a prejudicial interest and are making written or oral representations to the NWEAB in reliance upon a dispensation, you must provide details of the dispensation within any such written or oral representation and, in the latter case, provide written notification to the NWEAB within 14 days of making the representation.

DETAILS OF REPRESENTATIVES

[Details to be confirmed]

Schedule 8

DRAFT

ASSURANCE FRAMEWORK

[Framework to be added prior to signature³]

DRAFT

³ Do the Parties have anything suitable?

Schedule 9

IMPLEMENTATION PLAN

[Pro-forma to be prepared by the Joint Committee]

DRAFT



GOVERNANCE MAP

North Wales Economic Ambition Board
Leadership of, strategic decision-making on, and accountability for the Regional Strategy and Growth Deal

Thematic Sub-Boards
Direction and implementation of Programmes and Projects - commissioned by the Board

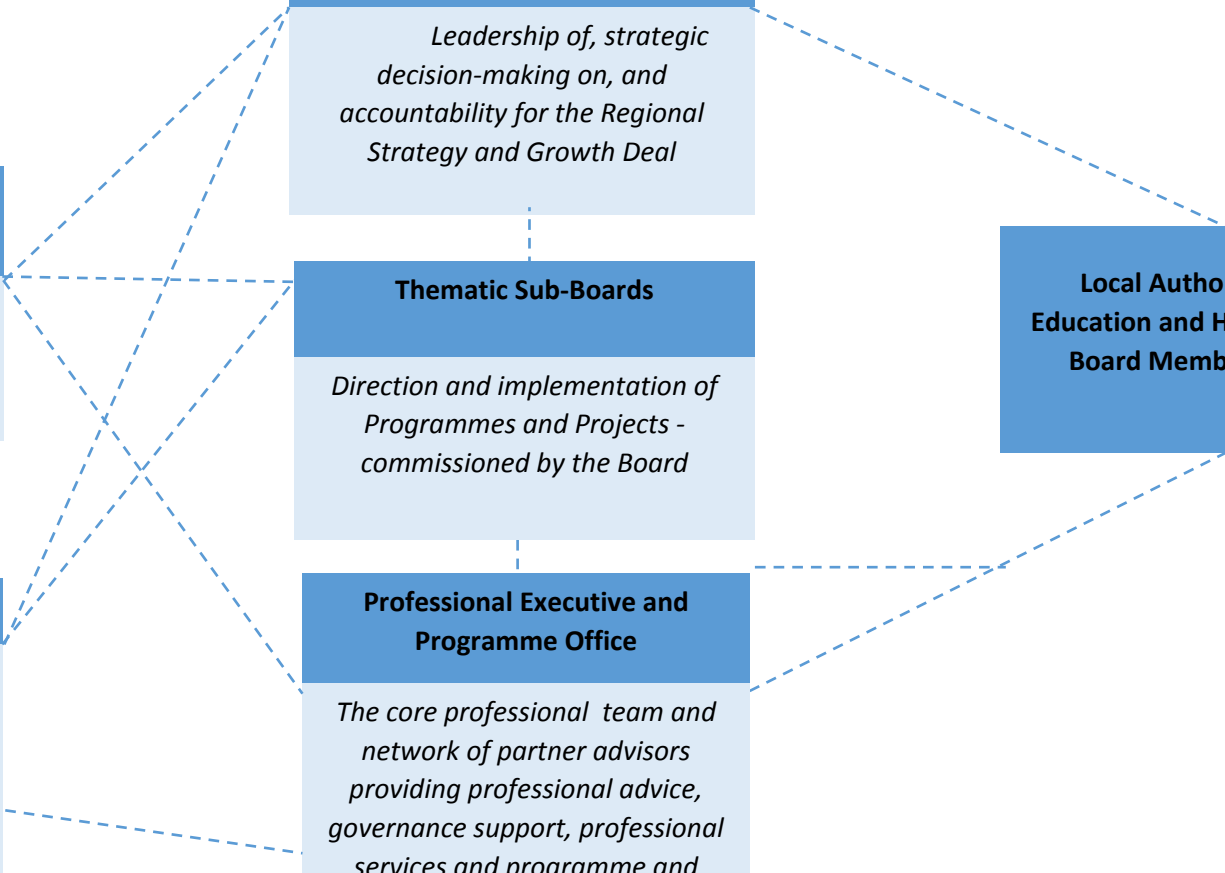
Professional Executive and Programme Office
The core professional team and network of partner advisors providing professional advice, governance support, professional services and programme and project management capacity (hosted by the Host Authority)

NWMD Business Council
The representative body of the business sector for the region and cross-border

Stakeholder Forum
An advisory reference group made up of senior figures (by invitation) from the growth and foundation sectors to (1) suggest concepts and proposals (2) provide expert advice and evidence to inform decision-making and (3) hold the Board to account for delivery

Local Authority, Further Education and Higher Education Board Members/Advisors

Tudalen 185



TERMS OF REFERENCE DELIVERY SUB-BOARDS

STATUS:

- **The Delivery Sub-Boards will be Sub-Committees of the North Wales Economic Ambition Board and some of the Sub-Boards will be constituted with delegated powers to make decisions, as agreed, within their areas of responsibility.**
- **The Thematic Delivery Sub-Boards are identified in Appendix 1.**

PURPOSE OF SUB-BOARDS:

To respond to and implement the briefs and commissions as instructed and agreed by the Economic Ambition Board.

The Sub-Boards have the following generic roles and responsibilities:

Strategic

- to co-ordinate Local Authority and other partner activity so that a strategic regional approach takes place in the relevant policy area;
- to provide relevant strategic advice to the Board;
- to support the Board to influence national policies and funding programmes;
- to enact the decisions of the Economic Ambition Board. The Economic Ambition Board will provide direction and commission the Delivery Sub-Boards to undertake key tasks.

Programme & Project Management

- to co-ordinate the planning, development and delivery of relevant Programme(s) commissioned by the Economic Ambition Board;
- to co-ordinate the planning, development and delivery of relevant Projects commissioned by the Economic Ambition Board, specifically the Projects included in the Growth Deal "Bid". This will include the development of individual Outline Business Case and 5 Case Business Models for each Project;
- to monitor and review progress and impact of relevant Programme(s) and related Projects, and to put forward any recommendations to the Board.

Resource Management

- to oversee the deployment of the relevant budget and to ensure value for money in the use of the budget;
- to report to the Economic Ambition Board on the budget and to seek approval from the Economic Ambition Board for any variations in the budget.

Performance Management

- to co-ordinate the reporting of performance of the relevant Programme(s) and Projects to the Board;
- to maintain and manage performance and risk management reporting system.

Sub-Committee Powers

- the Economic Ambition Board may delegate formal decision making powers to the sub-group. The Economic Ambition Board will retain the ability to use such powers itself and the sub-group may refer matters back to the Economic Ambition Board for decision;
- to make decisions within the scope of authority delegated by the Economic Ambition Board. The Economic Ambition Board will provide direction and commission the Delivery Sub-Boards to undertake key tasks;
- to commission all necessary works and services via the Programme Office, or externally, to deliver the projects commissioned by the Economic Ambition Board.

DECISION MAKING SUB-COMMITTEES:

Decisions will normally be reached by achieving consensus and then a formal vote amongst the 6 local authority members requiring a simple majority.

In the event that a vote is deadlocked the issue will be referred to the Economic Ambition Board for decision.

MEMBERSHIP:

Core membership of the Formal Delivery Sub-Boards (with delegated powers to make decisions on behalf of the Board) will consist of 6 representatives from each of the Local Authorities. However, there will be invited Observers appointed based on their knowledge and potential contribution to the areas of responsibility. It is expected that Local Authority representatives will be at Cabinet level. The other Sub-Boards will be inclusive in terms of membership and will work on the principle of partnership.

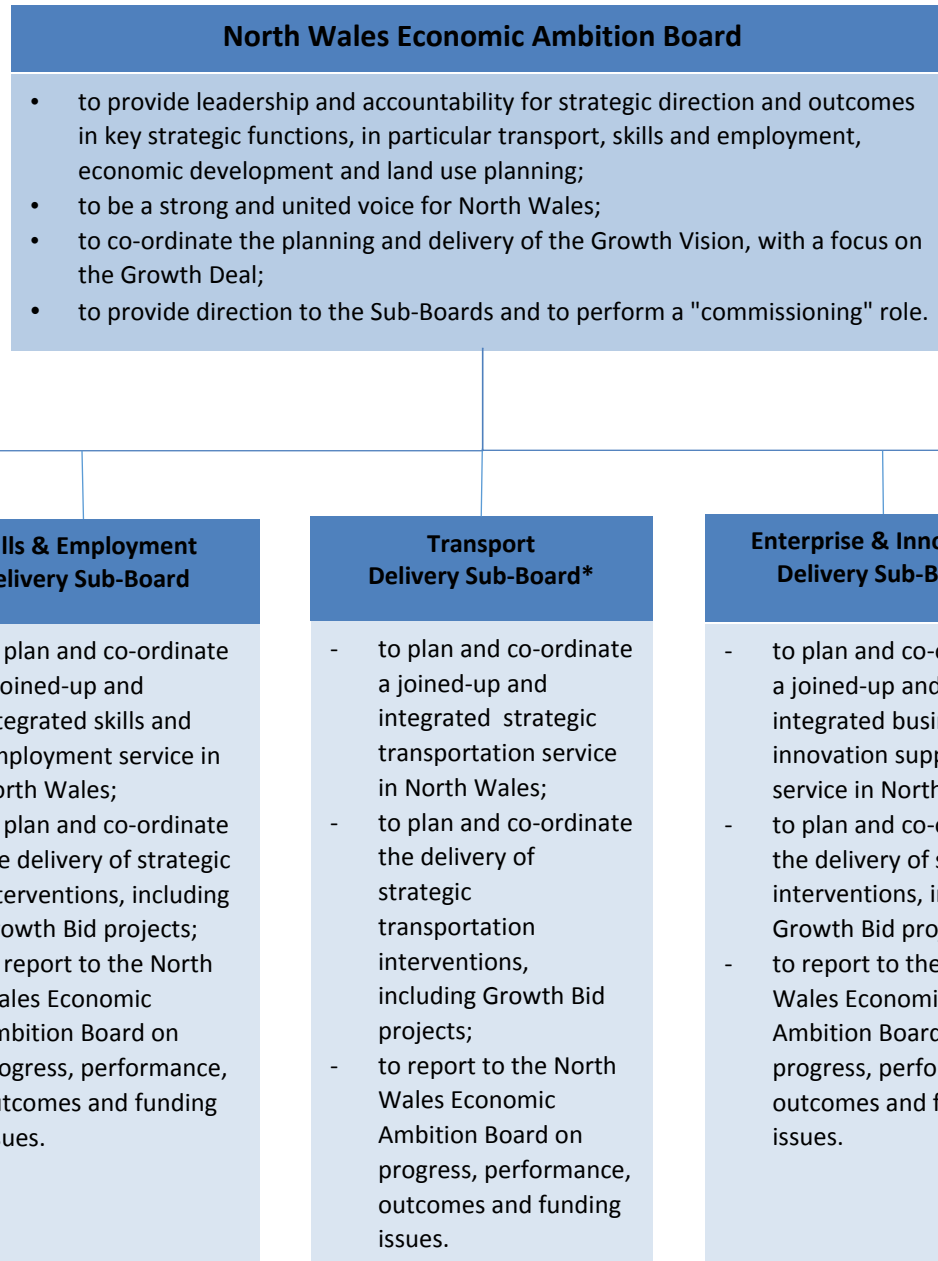
The Chair of each Delivery Sub-Board will be invited to some meetings of the Economic Ambition Board to report on progress, performance and outcomes.

The Economic Ambition Board will create a Portfolio Lead for each of the Delivery Sub-Board themes. They will be Observers in meeting of the Sub-Board, and will ensure a direct link with the Economic Ambition Board.

A Lead Officer/Advisor for each of the Delivery Sub-Board will be appointed.

SECRETARIAT:

- Secretariat for the Delivery Sub-Boards will be provided by the Programme Office for the North Wales Economic Ambition Board.



* *Formal Delivery Sub-Boards that will be constituted – at this stage – with delegated powers to make decisions on behalf of the North Wales Economic Ambition Board*

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 13



COUNTY COUNCIL

Date of Meeting	Tuesday, 19 June 2018
Report Subject	Council Tax Care Leavers Discount Scheme
Report Author	Chief Officer – Strategic Programmes

EXECUTIVE SUMMARY

A recent campaign by the Children's Commission for Wales has highlighted the difficulties that care leavers face in managing their money and paying bills (including payment of council tax), after leaving care.

This report seeks support from members on proposals to provide a discount of up to 100% from the payment of Council Tax to care leavers, aged between 18 and 25, and who reside in Flintshire.

The Council has discretion powers to reduce Council Tax liability for any individuals or prescribed groups. This discretion is exercised in accordance with 13a (1) of the Local Government Finance Act 1992.

The proposals, if supported by County Council, will see Cabinet adopting a new council tax discount scheme, effective from 1st April 2018, which would result in care leavers being offered a Council Tax discount of up to 100% depending on their household composition.

Providing this support will go a long way in helping care leavers manage the social and financial transition from local authority care to independent living. The introduction of this scheme will also help the Council to meet the objectives contained within the Well-being of Future Generations Act (Wales) 2015.

RECOMMENDATIONS

1	Provide feedback to Cabinet on the potential introduction of a Council Tax Discount scheme for Care Leavers.
2	Support the development of a Council Tax Discretionary Discount scheme for Care Leavers, subject to final approval of Cabinet, with the aim of providing discounts of up to 100% to all care leavers up to the age of 25.

REPORT DETAILS

1.00	EXPLAINING THE PURPOSE OF A COUNCIL TAX DISCOUNT SCHEME FOR CARE LEAVERS
1.01	Corporate parenting is one of the most important statutory functions of the Council. The underlying principle is that every local authority will seek the same outcomes for children and young people in care that every other parent would strive for with their own children.
1.02	Looked after children and care leavers are amongst the most vulnerable groups in society. Outcomes can sometimes be poor and the Council has a responsibility to provide care leavers with the best future prospects available as care leaver's transition from local authority care into independent living.
1.03	A recent campaign by the Children's Commission for Wales has highlighted the difficulties that care leavers face in managing their money and paying bills (including payment of council tax), after leaving care. Managing budgets can be very challenging for most people, but none more so than care leavers as they transition into adulthood; adjusting to independent living by themselves or with others. Care leavers whose transition is often 'not of choice' and whose life experiences are often characterised by limited family support networks are most likely to find it even more difficult than their counterparts, especially at a relatively young age, to be subject to bills like council tax.
1.04	There is currently no specific exemption or discount scheme for care leavers in Council Tax legislation. Consequently, the only way to provide a discount for care leavers liable for council tax is to grant a discretionary discount under section 13a (1) (c) powers which is then funded by the Councils General Fund.
1.05	Welsh Government and the Children's Commissioner for Wales are actively encouraging local authorities to adopt a discount scheme for care leavers. Welsh Local Government Association (WLGA) also supports the introduction of the discount scheme but believe it should be legislated for, in the same way as other council tax discount schemes are built into the Tax Base. By doing so, would provide uniformity and consistency of approach. It would also allow the discount to be absorbed into the Tax Base setting process, as opposed to local authorities needing to set aside specific budget provision to fund the cost of awarding discounts.
1.06	In the interim period, there is the opportunity to act now by introducing a local scheme from 1 st April 2018 which will operate in a similar way to other council tax care leaver discount schemes being developed by local authorities in Wales and England.
1.07	If the introduction of a discount scheme is supported by Council and then adopted by cabinet, any discretionary discount for care leavers would take effect from 1 st April 2018, or the date on which a care leaver's liability to pay council tax first arises where that date is later than 1 st April 2018.

1.08	<p>The scheme will be administered by the creation of a policy framework that clearly sets out the qualifying criteria for discounts of up to 100%. The high-level principles of the proposed care leavers scheme will include:</p> <ul style="list-style-type: none"> • The discount would be awarded against any council tax liability arising from 1st April 2018 and the Council will have discretion to backdate future awards to 1st April 2018. • The discount will not be means tested. • The discount will apply to care leavers between the ages of 18 and 25 and will be awarded to the net liability after the award of other statutory discounts, disregards, exemptions or Council Tax Reduction entitlements. • Where a care leaver is aged between 18 to 25 and resides in a household but is not liable for Council Tax, the Council Tax person(s) will be able to apply for a discretionary discount if the presence of the care leaver results in an increase in the Council Tax payable; the level of discount will be equivalent to the amount by which the council tax has increased for the householder.
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2.00	RESOURCE IMPLICATIONS
2.01	Working with colleagues in the Children’s Services Portfolio indicates at least 5-10 young adults may qualify for a discount, including care leavers who reside in Flintshire but have previously been in the care of another local authority.
2.02	Although it is difficult to accurately predict the level of ‘take-up’, the initial analysis indicates that the cost of providing this discount could be £14k per annum.
2.03	Unlike other Council Tax discounts and exemptions which are absorbed into the Tax Base, the cost of operating this scheme would be met from the Councils General Fund and therefore will marginally reduce the level of funding available to support the Councils Revenue Budget in 2018-19. It is important that the proposals as set out in this report are seen in the context of the overall package of support offered to prepare care leavers for independence.
2.04	The cost of providing the scheme in 2019-20 will be built into future budget projections.

3.00	CONSULTATIONS REQUIRED / CARRIED OUT
3.01	The purpose of this report is to gauge the level of support from all elected members of introducing this discretionary discount scheme, prior to cabinet formally considering the adoption of a scheme to provide discounts of up to 100% to care leavers.

4.00	RISK MANAGEMENT
4.01	The proposed discount scheme, if approved, will have a very positive impact on care leavers, which are considered a vulnerable group, where there is a significant risk of them falling into debt as they transition from care into adulthood and having to manage money, for the first time in many cases, without family support.
4.02	Although the scheme is financed by the Council, and ultimately by other council tax payers, it is seen to be very much in the wider public interest to introduce this scheme to support this group of young adults.

5.00	APPENDICES
5.01	None.

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	<ul style="list-style-type: none"> Local Government Finance Act – section 13A (1) (c) Well-being of Future Generations Act (Wales) 2015 <p>Contact Officer: David Barnes, Revenues Manager Telephone: 01352 703652 E-mail: david.barnes@flintshire.gov.uk</p>

7.00	GLOSSARY OF TERMS
7.01	<p>Children’s Commissioner for Wales: is responsible for protecting children’s rights as set out in the Convention of the Rights of the Child. The Commissioner also supports and listens children and young people in Wales as well as speaking up on important issues and influencing government on policy matters that impact on children and young people.</p> <p>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 and support local authorities in the development of policies and priorities which will improve public services and democracy.</p> <p>Council Tax Base: is a measure of the Council’s ‘taxable capacity’ taking into account the number of properties subject to Council Tax after taking into account statutory discount, disregard and exemption schemes.</p> <p>Council Fund Revenue Budget: Prior to the start of each financial year, the Council is required to set a budget for its day-to-day expenditure to pay for local service. This is called a Revenue Budget and is the amount of money the Council requires to provide its services during the year, taking into account grants it also receives from Welsh Government.</p>

Eitem ar gyfer y Rhaglen 14



FLINTSHIRE COUNTY COUNCIL

Date of Meeting	Tuesday 19 th June 2018
Report Subject	Approval of Clwyd Pension Fund Statement of Accounts
Report Author	Chief Officer Governance
Type of Report	Strategic

EXECUTIVE SUMMARY

The Clwyd Pension Fund prepares its statement of accounts annually using the same process and timetable as the Council's own statement of accounts. In June the draft accounts are published and are then subject to a period of public consultation, challenge, and external auditing by the Wales Audit Office. The final statement of accounts is then considered by the Audit Committee before being approved by Full Council.

It is desirable/best practice that the statement of accounts is scrutinised by two member bodies to ensure the appropriate degree of accountability and transparency. Originally those two bodies were Audit Committee and Full Council. When the Pension Fund Committee was recently created it was added into the process rather than re-assessing the process as a whole.

Although it is a long standing practice neither legislation nor the Constitution require the final statement of accounts to be approved by Full Council. The Clwyd Pension Fund Committee might be seen as a more appropriate body to undertake that task because it comprises representatives from all relevant stakeholders, i.e. the scheme employers as well as pension fund members. The members are also trained on pension fund matters which assists them in their role when reviewing and approving the accounts.

RECOMMENDATIONS

1	That Clwyd Pension Fund final statement of accounts is considered by the Audit Committee and approved by the Clwyd Pension Fund Committee.
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REPORT DETAILS

1.00	BACKGROUND
1.01	Each year the statement of accounts for the Clwyd Pension Fund is published by the Clwyd Pension Fund Committee in draft. The accounts are considered by the Audit Committee prior to a period of public consultation, challenge and external audit by Wales Audit Office. The final accounts are then considered again by the Clwyd Pension Fund Committee and Audit Committee before final approval at Full Council.
1.02	A two stage scrutiny process for accounts is appropriate to ensure the correct degree of challenge and transparency. For the Council's own statement of accounts that is provided by the Audit Committee and Full Council. This was the case for the pension fund statement of accounts also until the creation of the Clwyd Pension Fund Committee when it was added into the process creating a 3 stage process.
1.03	Neither legislation nor the Constitution require the pension fund statement of accounts to be approved by Full Council. Following consideration by the Audit Committee the accounts could be approved by the Clwyd Pension Fund itself. The Pension Fund Committee might be seen as the more appropriate body because it comprises representatives from all the relevant stakeholders such as scheme employers and pension fund members. Its members are also trained on pension fund matters which assists them in their role when reviewing and approving the accounts.

2.00	RESOURCE IMPLICATIONS
2.01	The current three stage process for approval of the pension fund accounts takes a large amount of co-ordination. That process will only become more difficult as the statutory timetable for approval of final accounts is shortened by 1 month.

3.00	CONSULTATIONS REQUIRED / CARRIED OUT
3.01	This report has been approved by the Audit Committee and Clwyd Pension Fund Committee.

4.00	RISK MANAGEMENT
4.01	As well as scrutiny by councillors the statement of accounts is open to public inspection and challenge and external audit by the Wales Audit Office. The accounts will still be considered twice by two separate member bodies which should be sufficient oversight.

5.00	APPENDICES
5.01	None.

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	<p>None.</p> <p>Contact Officer: Gareth Owens Telephone: 01352 702344 E-mail: Gareth.legal@flintshire.gov.uk</p>

7.00	GLOSSARY OF TERMS
7.01	None

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 15



FLINTSHIRE COUNTY COUNCIL

Date of Meeting	Tuesday, 19 June 2018
Report Subject	Schedule of Remuneration for 2018/19
Report Author	Chief Officer (Governance)

EXECUTIVE SUMMARY

Each year, the Council is required to produce a Schedule of Remuneration for elected and co-opted members. Now that all appointments have been made to 'senior salary posts', the Schedule of Remuneration for 2018/19, which must be published before 31st July 2017 has been completed and is attached for formal approval.

There is one co-optee nomination vacancy for the Education & Youth Overview & Scrutiny Committee: the Council is requested to authorise the Democratic Services Manager to add the name to the schedule before publication.

RECOMMENDATIONS

1	That the completed Schedule of Remuneration for 2018/19 as attached be approved for publication.
2	That the Democratic Services Manager be authorised to add the name of the final co-optee to the schedule when appointed

REPORT DETAILS

1.00	EXPLAINING THE SCHEDULE OF REMUNERATION
1.01	As reported at the April meeting, the Independent Remuneration Panel for Wales (IRPW) issued its Annual Report for 2018/19 in February. That report determines what payments can be made to both elected and co-opted members for 2018/19.

1.02	At the April Meeting, Council was invited to decide levels of payment in those areas where there is a discretion. This was done.
1.03	Now that all appointments to senior salary posts have been made, the completed schedule is being submitted to Council for approval before publication, which must be before 31 st July.
1.04	There is one co-optee nomination required for the Education & Youth Overview & Scrutiny Committee: the Council is requested to authorise the Democratic Services Manager to add the name to the schedule when appointed.
1.05	Council is reminded that following their decision last December, the Clwyd Pension Fund pays Councillor David Hughes a senior salary for his joint role chairing the Clwyd Pension Fund Committee and his membership of the Wales Pension Partnership Joint Governance Committee. This is outside the remit of the IRPW, which is why it is not shown on their template schedule.

2.00	RESOURCE IMPLICATIONS
2.01	The amounts paid to Members in salaries has been budgeted for on the basis of the proposals in the draft IRPW report which was published in October 2017.

3.00	CONSULTATIONS REQUIRED / CARRIED OUT
3.01	The Council was consulted on the salary levels at its previous meeting.

4.00	RISK MANAGEMENT
4.01	No risk management issues have been identified during the preparation of this report.

5.00	APPENDICES
5.01	Schedule of Remuneration for 2018/19.

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	<p>Report of the Chief Officer (Governance) to the 24th April 2018 Meeting of Council and subsequent minute (submitted for approval 19th June 2018)</p> <p>Contact Officer: Robert Robins, Democratic Services Manager Telephone: 01352 702320 E-mail: Robert.robins@flintshire.gov.uk</p>

7.00	GLOSSARY OF TERMS
7.01	IRPW- Independent Remuneration Panel for Wales

Mae'r dudalen hon yn wag yn bwrpasol

FLINTSHIRE COUNTY COUNCIL

MEMBERS' SCHEDULE OF REMUNERATION

This Scheme is made under the Local Government (Wales) Measure 2011 with regard to Independent Remuneration Panel for Wales (IRPW) Regulations which apply to payments made to members and co-opted members of local authorities.

1. Basic Salary

- 1.1 A Basic Salary shall be paid to each elected Member of the Authority.
- 1.2 In accordance with the Regulations, the rate of the Basic Salary shall be reviewed annually as determined by the Independent Remuneration Panel for Wales.
- 1.3 Where the term of office of a Member begins or ends other than at the beginning or end of a year, their entitlement to the Basic Salary will be pro-rata.
- 1.4 No more than one Basic Salary is payable to a Member of the Authority.

2. Senior Salaries & Civic Salaries

- 2.1 Members occupying specific posts shall be paid a Senior Salary as set out in **Schedule 1**.
- 2.2 In accordance with the Regulations, the rates of Senior Salaries and Civic Salaries shall be reviewed annually as determined by the Annual or Supplementary Report of the Independent Remuneration Panel for Wales.
- 2.3 Only one Senior Salary or Civic Salary is payable to a Member of the Authority.
- 2.4 A Member of the Authority cannot be paid a Senior Salary and a Civic Salary.
- 2.5 All Senior and Civic Salaries are paid inclusive of Basic Salary.
- 2.6 A Senior Salary may not be paid to more than the number of members specified by the Independent Remuneration Panel for Wales in its Annual Report and cannot exceed fifty percent of the total membership of the authority, except to include a temporary Senior Salary office holder providing temporary cover for the family absence of the appointed office holder.
- 2.7 A Member of the Authority in receipt of a Senior Salary **cannot** receive a salary from any National Park Authority (NPA) or Fire and Rescue Authority (FRA) for which they have been nominated.
- 2.8 Where the term of Senior Salary or Civic Salary of a Member begins or ends other than at the beginning or end of a year, their entitlement to the Salary will be pro-rata.

3. Election to Forgo Entitlement to Allowance

- 3.1 A Member may, by notice in writing delivered to the Proper Officer of the authority, personally elect to forgo any part of their entitlement to any salary, allowance or fee payable under this Scheme from the date set out in the notice.

4. Suspension of a Member

- 4.1 Where a Member of the Authority is suspended or partially suspended from their responsibilities or duties as a Member of the Authority in accordance with Part III of the Local Government Act 2000 (Conduct of Members), or regulations made under the Act, the part of the Basic Salary payable to them in respect of that period for which they are suspended will be withheld by the Authority (Section 155 (1) of the Measure).
- 4.2 Where a Member in receipt of a Senior Salary is suspended or partially suspended from being a Member of the Authority in accordance with Part III of the Local Government Act 2000 (Conduct of Members), or regulations made under the Act, the Authority must not make payments of the Member's Senior Salary for the duration of the suspension (Section 155 (1) of the Measure). If the partial suspension relates only to the specific responsibility element of the payment, the Member may retain the Basic Salary.

5. Repayment of salaries, allowances or fees

- 5.1 Where payment of any salary, allowance or fee has been made to a Member of the Authority or Co-opted Member in respect of any period during which the Member concerned:
- (a) is suspended or partially suspended from that Member's/Co-opted Member's duties or responsibilities in accordance with Part 3 of the 2000 Act or regulations made under that Act;
 - (b) ceases to be a Member of the Authority or Co-opted Member; or
 - (c) is in any other way not entitled to receive a salary, allowance or fee in respect of that period,

the Authority will require that such part of the allowance as relates to any such period be repaid.

6. Payments

- 6.1 Payments of all allowances will be made by the Employment Services Manager by Bank Credit in instalments of one-twelfth of the Member's annual entitlement on 28th of the Month, or nearest Friday if the 28th falls on a Saturday or Sunday.
- 6.2 Where payment has resulted in a Member receiving more than their entitlement to salaries, allowances or fees the Authority will require that such part that is overpayment be repaid.
- 6.3 All payments are subject to the appropriate tax and National Insurance deductions.

7. Reimbursement of Costs of Care

- 7.1 Reimbursement of costs of care shall be paid to a Member or Co-opted Member, who has caring responsibility for dependent children or adults, or a personal care requirement, provided the Member incurs expenses in the provision of such care whilst undertaking 'approved' council duties.
- 7.2 Reimbursement of costs of care applies in respect of children who are aged 15 or under and other persons for whom the Member or Co-opted Member can show that care is required. If a Member or Co-opted Member has more than one dependent the Member may claim more than one allowance, provided the Member can demonstrate a need to make separate arrangements for care.

7.3 Eligible Members may claim reimbursement of costs of care for actual and receipted costs up to a maximum amount not exceeding that determined by the Independent Remuneration Panel for Wales as set out in **Schedule 1**. All claims for reimbursement of costs of care should be made in writing to Democratic Services detailing times, dates and reasons for claim. Receipts are required for both informal and formal care arrangements.

8. Family Absence

8.1 Members are entitled under the provisions of the Family Absence for Members of Local Authorities (Wales) Regulations 2013 to a period of family absence, during which if they satisfy the prescribed conditions they are entitled to be absent from authority meetings.

8.2 When taking family absence Members are entitled to retain a basic salary irrespective of their attendance record immediately preceding the commencement of the family absence.

8.3 Should a senior salary holder be eligible for family absence they will be able to continue to receive their senior salary for the duration of the absence.

8.4 If the authority agrees that it is necessary to make a substitute appointment to cover the family absence of a senior salary holder the Member substituting will be eligible if the authority so decides to be paid a senior salary.

8.5 If the paid substitution results in the authority exceeding its maximum number of senior salaries, an addition to the maximum will be allowed for the duration of the substitution.

9. Co-optees' payments

9.1 A Co-optees' daily fee (with a provision for half day payments) shall be paid to Co-optees, provided they are statutory Co-optees with voting rights.

9.2 Co-optees' payments will be capped at a maximum of the equivalent of 15 full days a year for each committee to which an individual may be co-opted.

9.3 Payments will take into consideration travelling time to and from the place of the meeting, reasonable time for pre meeting preparation and length of meeting (up to the maximum of the daily rate).

9.4 The Democratic Services Manager is designated as the "appropriate officer" and will determine preparation time, travelling time and length of meeting, the fee will be paid on the basis of this determination.

9.5 The Democratic Services Manager can determine in advance whether a meeting is programmed for a full day and the fee will be paid on the basis of this determination even if the meeting finishes before four hours has elapsed.

9.6 A half day meeting is defined as up to 4 hours.

9.7 A full day meeting is defined as over 4 hours.

9.8 The daily and half day fee for the Chairpersons of the Standards Committee and Audit Committee, as determined by the Independent Remuneration Panel for Wales, is set out in **Schedule 1**.

9.9 The daily and half day fee for other statutory Co-optees with voting rights, as determined by the Independent Remuneration Panel for Wales, is set out in **Schedule 1**.

10. Travel and Subsistence Allowances

10.1 General Principles

10.2 Members and Co-opted Members are entitled to claim travelling expenses when travelling on the Authority's business for 'approved duties' as set out in **Schedule 2**. Where Members travel on the Authority's business they are expected to travel by the most cost effective means. In assessing cost effectiveness regard will be given to journey time. A Member who does not travel by the most cost effective means may have their claim abated by an appropriate amount.

10.3 Where possible Members should share transport.

10.4 The distance claimed for mileage should be the shortest reasonable journey by road from the point of departure to the point at which the duty is performed, and similarly from the duty point to the place of return.

10.5 The rates of Members' Travel and Subsistence Allowances are set out in **Schedule 3** and are subject to annual review by the Independent Remuneration Panel for Wales.

10.6 Where a Member is suspended or partially suspended from their responsibilities or duties as a Member of the Authority in accordance with Part III of the Local Government Act 2000 (Conduct of Members), or regulations made under the Act, any travel and subsistence allowances payable to them in respect of that period for which they are suspended or partially suspended must be withheld by the Authority.

11. Travel by Private Vehicle

11.1 The Independent Remuneration Panel for Wales has determined that the maximum travel rates payable should be the rates set out by Her Majesty's Revenue & Customs for the use of private cars, motor cycles and pedal cycles plus any passenger supplement.

11.2 The mileage rates for private vehicles as determined by the Independent Remuneration Panel for Wales are set out in **Schedule 3**.

11.3 Where a Member makes use of their private vehicle for approved duty purposes, the vehicle must be insured for business use. Proof of appropriate insurance must be provided to the Authority on request.

12. Travel by Public Transport

12.1 Rail/Coach Travel

Unless otherwise authorised rail tickets will be second-class.

Civic & Members' Services will purchase requisite rail and coach tickets for Members in advance of journeys. In the unlikely event that a Member needs to purchase a ticket directly, payment will be reimbursed upon production of the used ticket and/or a receipt.

12.2 Taxi Fares

Taxi fares will only be reimbursed where their use has been authorised for cases of urgency, where no public transport is reasonably available, or a Member has a particular personal need. Re-imburement will be upon receipt only.

12.3 **Travel Abroad**

Travel abroad on the Authority's business will only be permitted where authorised by the Chief Executive, Chief Officer (Governance) or Corporate Finance Manager. Civic & Members' Services will arrange travel and accommodation.

12.4 **Other Travel Expenses**

Members are entitled to reimbursement of toll fees, parking fees, overnight garaging and other necessary travel associated expenses. Re-imbusement will be upon receipt only.

13. **Overnight Accommodation**

13.1 Overnight stays will only be permitted where the Authority's business extends to two days or more, or the venue is at such a distance that early morning or late night travel would be unreasonable. All overnight stays must receive prior authorisation from the Chief Executive/Chief Officer (Governance)/Corporate Finance Manager.

13.2 Overnight accommodation will be booked by Civic & Members' Services. Wherever possible the overnight accommodation will be pre-paid or invoiced.

13.3 Direct booking of overnight accommodation by a Member will only be permitted in the event of an emergency. Reimbursement will only be made upon the production of a receipt and will be at a level deemed reasonable and not in excess of the rates set out in **Schedule 3**.

14 **Subsistence Allowance**

14.1 The day subsistence rate to meet the costs of meals and refreshments in connection with approved duties (including breakfast when not provided as part of overnight accommodation) is set out in **Schedule 3**. The maximum daily rate covers a 24 hour period and can be claimed for any meal that is relevant, providing such a claim is supported by receipt(s)

14.2 No provision is made for subsistence claims within the County Borough.

15. **Claims and Payments**

15.1 A claim for travel and subsistence allowances must be made in writing within 4 months of the date on which entitlement became due, at the end of the calendar month in which entitlement to allowances arises and must be accompanied by the relevant receipts.

15.2 Allowances will be paid by the Employment Services Manager by direct bank credit. .

16. **Pensions**

16.1 The Authority shall enable its Members who are eligible to join the Local Government Pension Scheme.

17 **Supporting the work of Authority Members**

17.1 The Independent Remuneration Panel for Wales expects Members to be provided with adequate support to carry out their duties and that the support provided should take account of the specific needs of individual Members. The Authority's Democratic Services Committee is required to review the level of support provided to Members and should take proposals for reasonable support to the full council.

- 17.2 All elected Members & Co-opted Members should be provided with adequate telephone, email and internet facilities to give electronic access to appropriate information.
- 17.3 Such support should be without cost to any Member. Deductions must not be made from Members' salaries as a contribution towards the cost of support which the Authority has decided is necessary for the effectiveness and or efficiency of Members.

18 Compliance

- 18.1 In accordance with the Regulations, the Authority must comply with the requirements of Independent Remuneration Panel for Wales in respect of the monitoring and publication of payments made to Members and Co-opted Members as set out in **Schedule 4**.

Members & Co-opted Members are reminded that expense claims are subject to both internal and external audit.

SCHEDULE 1

SCHEDULE OF REMUNERATION 2018/19

MEMBERS ENTITLED TO BASIC SALARY		ANNUAL AMOUNT OF BASIC SALARY
1.	Mike Allport	£13,600
2.	Bernie Attridge	
3.	Janet Axworthy	
4.	Glyn Banks	
5.	Haydn Bateman	
6.	Marion Bateman	
7.	Sean Bibby	
8.	Chris Bithell	
9.	Sian Braun	
10.	Helen Brown	
11.	Derek Butler	
12.	Clive Carver	
13.	Geoff Collett	
14.	Bob Connah	
15.	David Cox	
16.	Paul Cunningham	
17.	Jean Davies	
18.	Rob Davies	
19.	Ron Davies	
20.	Adele Davies-Cooke	
21.	Chris Dolphin	
22.	Rosetta Dolphin	
23.	Ian Dunbar	
24.	Andy Dunbobbin	
25.	Mared Eastwood	
26.	Carol Ellis	
27.	David Evans	
28.	Veronica Gay	
29.	George Hardcastle	
30.	David Healey	
31.	Gladys Healey	
32.	Patrick Heesom	

33. Cindy Hinds 34. Andrew Holgate 35. Dave Hughes 36. Kevin Hughes 37. Ray Hughes 38. Dennis Hutchinson 39. Joe Johnson 40. Paul Johnson 41. Rita Johnson 42. Christine Jones 43. Richard Jones 44. Tudor Jones 45. Colin Legg 46. Brian Lloyd 47. Richard Lloyd 48. Mike Lowe 49. Dave Mackie 50. Hilary McGuill 51. Billy Mullin 52. Ted Palmer 53. Mike Peers 54. Michelle Perfect 55. Vicky Perfect 56. Neville Phillips 57. Mike Reece 58. Ian Roberts 59. Tony Sharps 60. Aaron Shotton 61. Paul Shotton 62. Ralph Small 63. Ian Smith 64. Carolyn Thomas 65. Owen Thomas 66. Martin White 67. Andy Williams 68. David Williams 69. David Wisinger 70. Arnold Woolley	£13,600
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	SENIOR SALARIES ENTITLEMENTS (includes basic salary)		ANNUAL AMOUNT OF SENIOR SALARY
	ROLE	MEMBER	
1.	Leader	Aaron Shotton	£48,100
2.	Deputy leader & Housing	Bernie Attridge	£33,600
3.	Cabinet Member (Planning & Public Protection)	Chris Bithell	£29,100
4.	Cabinet Member (Economic Development)	Derek Butler	£29,100
5.	Cabinet Member(Social Services)	Christine Jones	£29,100
6.	Cabinet Member (Corporate Management & Assets)	Billy Mullin	£29,100

	SENIOR SALARIES ENTITLEMENTS (includes basic salary)		ANNUAL AMOUNT OF SENIOR SALARY
	ROLE	MEMBER	
7.	Cabinet Member (Education)	Ian Roberts	£29,100
8.	Cabinet Member (Streetscene & Countryside)	Carolyn Thomas	£29,100
9.	Chair of Audit Committee	Helen Brown	£22,300
10.	Chair of Community & Enterprise O&SC	Ian Dunbar	£22,300
11.	Chair of Corporate Resources O&SC	Clive Carver	£22,300
12.	Chair of Education & Youth O&SC	Dave Healey	£2,300
13.	Chair of Environment O&SC	Ray Hughes	£22,300
14.	Chair of Organisational Change O&SC	Dave Mackie	£22,300
15.	Chair of Social & Healthcare O&SC	Carol Ellis	£22,300
16.	Leader of the largest opposition group	Mike Peers	£22,300
17.	Chair of Planning Committee	David Wisinger	£22,300
18.	Chair of Licensing Committee	Tony Sharps	£22,300
A maximum of 18 senior salaries for Flintshire County Council may be paid and this has not been exceeded.			

ENTITLEMENT TO CIVIC SALARIES		ANNUAL AMOUNT OF CIVIC SALARY
ROLE	MEMBER	
Civic Head (Chair of Council)	Paul Cunningham	£21,600
Deputy Civic Head (Vice-chair of Council)	Marion Bateman	£16,100

ENTITLEMENT AS STATUTORY CO-OPTTEES		AMOUNT OF CO-OPTTEES ALLOWANCES
ROLE	MEMBER	
Chair of Standards committee	Edward Michael Hughes	£256 Daily Fee £128 ½ Day Fee
Member of Standards Committee	Robert Dewy	£198 Daily Fee £99 ½ Day Fee
Member of Standards Committee	Jonathan Duggan-Keen	£198 Daily Fee £99 ½ Day Fee

ENTITLEMENT AS STATUTORY CO-OPTEES		AMOUNT OF CO-OPTEES ALLOWANCES
ROLE	MEMBER	
Member of Standards Committee	Philippa Earlam	£198 Daily Fee £99 ½ Day Fee
Member of Standards Committee	Julia Hughes	£198 Daily Fee £99 ½ Day Fee
Member of Standards Committee	Kenneth Molyneux	£198 Daily Fee £99 ½ Day Fee
Member of Education & Youth Overview & Scrutiny Committee	Lynn Bartlett	£198 Daily Fee £99 ½ Day Fee
Member of Education & Youth Overview & Scrutiny Committee	David Hytch	£198 Daily Fee £99 ½ Day Fee
Member of Education & Youth Overview & Scrutiny Committee	Rita Price	£198 Daily Fee £99 ½ Day Fee
Member of Education & Youth Overview & Scrutiny Committee	Rebecca Stark	£198 Daily Fee £99 ½ Day Fee
Member of Education & Youth Overview & Scrutiny Committee	Vacant	£198 Daily Fee £99 ½ Day Fee
Member of the Audit Committee	Sally Ellis	£198 Daily Fee £99 ½ Day Fee

Reimbursement of costs of care	
All Members	Up to a maximum of £403 per month

Members Support – what is provided in terms of telephone, internet or email (see Determination 6)	
Telephone Support for Executive Members	Mobile phones provided to Cabinet members
Telephone Support for Chairs of Committees	Mobile phones provided to 4 out of the 9 committee chairs
Telephone Support for all other Members	Not personally, but available in Group Rooms
Access to Email for Executive Members	Yes
Access to Email for Chairs of Committees	Yes

Access to Email for all other Members	Yes
Internet Support for Executive Members	IPads issued to Cabinet Members are Wi-Fi enabled
Internet Support for Chairs of Committees	Not personally, but available in Group Rooms computer terminals
Internet Support for all other Members	Not personally, but available in Group Rooms computer terminals

SCHEDULE 2

Approved duties: -

- attendance at a meeting of the Authority or of any committee of the Authority or of any body to which the Authority makes appointments or nominations or of any committee of such a body;
- attendance at a meeting of any association of authorities of which the Authority is a member;
- attendance at any other meeting the holding of which is authorised by the Authority or by a committee of the Authority or by a joint committee of the Authority and one or more other Authorities;
- a duty undertaken for the purpose of or in connection with the discharge of the functions of Cabinet;
- a duty undertaken in pursuance of a standing order which requires a Member or Members to be present when tender documents are opened;
- a duty undertaken in connection with the discharge of any function of the Authority which empowers or requires the Authority to inspect or authorise the inspection of premises;
- attendance at any training or developmental event approved by the Authority or its Cabinet;
- the following duties which have been approved by Council:
 - a) Attendance at any training or developmental event approved by a Committee of the Council or by the Chief Executive or appropriate Chief Officer in consultation with the Chair or Vice Chair of the Council.
 - b) Any attendance required by financial regulations or Contract Standing Orders.
 - c) Any attendance authorised/required by the Council's Scheme of Delegation (e.g. attendances for consultation purposes).
 - d) Attendance upon an Officer of the Council upon Ward business.
 - e) Attendance upon an Officer of the Council upon Council business.
 - f) Attendance to inspect background documents under Section 100D Local Government Act 1972.
 - g) Any other attendances expressly authorised by Committee, Executive or Council.

Where the above official business is carried out within the Council area, this will not entitle payment of a subsistence allowance except where it relates to a co-opted Member living outside the Council area.

SCHEDULE 3

Mileage Rates

All sizes of private motor vehicle Up to 10,000 miles Over 10,000 miles	45 pence per mile 25 pence per mile
Private Motor Cycles Pedal Cycles	24 pence per mile 20 pence per mile
Passenger supplement	05 pence per mile

Subsistence Allowance

The day subsistence rate is up to a maximum of £28 and covers a 24 hour period and can be claimed for any meal if relevant provided such a claim is supported by receipts.

Re-imbursment of alcoholic drinks is not permitted.

Overnight Stay

The maximum allowances for an overnight stay are £200 for London and £95 for elsewhere. A maximum of £30 is available for an overnight stay with friends or relatives whilst on approved duty.

SCHEDULE 4

Compliance

- The Authority will arrange for the publication on the council's website the total sum paid by it to each Member and Co-opted Member in respect of salary, allowances, fees and reimbursements not later than 30 September following the close of the year to which it relates. In the interests of transparency this will include remuneration from all public service appointments held by elected Members.
- The Authority will publish on the council's website a statement of the basic responsibility of a councillor and role descriptors for senior salary office holders, which clearly identify the duties expected.
- The Authority will publish on the council's website the annual schedule of Member Remuneration not later than 31 July of the year to which the schedule refers.
- The authority will send a copy of the schedule to the Independent Remuneration Panel for Wales not later than 31 July of the year to which the schedule refers.
- The Authority will maintain records of Member/Co-opted Members attendance at meetings of council, cabinet and committees and other approved duties for which a Member/Co-opted Member submits a claim for reimbursement.

- The Authority will arrange for the publication on the council's website of annual reports prepared by Members.
- When the Authority agrees a paid substitution for family absence it will notify the Independent Remuneration Panel for Wales within 14 days of the date of the decision of the details including the particular post and the duration of the substitution.