

Pecyn Dogfen Gyhoeddus

Gareth Owens LL.B Barrister/Bargyfreithiwr

Chief Officer (Governance)

Prif Swyddog (Llywodraethu)



Swyddog Cyswllt:

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At: Cyng Ian Roberts (Arweinydd)

Y Cynghorwyr: Glyn Banks, Chris Bithell, Derek Butler, Dave Hughes,
Paul Johnson, Christine Jones and Billy Mullin

Dydd Mercher, 9 Mawrth 2022

Annwyl Gynghorydd,

RHYBUDD O GYFARFOD ANGHYSBELL
CABINET
DYDD MAWRTH, 15 FED MAWRTH, 2022 10.00 AM

Yn gywir

Steven Goodrum
Rheolwr Gwasanaethau Democrataidd

Sylwch: Bydd hwn yn gyfarfod dros y we a bydd 'presenoldeb' wedi'i gyfyngu i Aelodau'r Pwyllgor a'r Aelodau hynny o'r Cyngor sydd wedi gofyn i Bennaeth y Gwasanaethau Democrataidd am wahoddiad. Y Cadeirydd fydd yn penderfynu a yw'r rhain yn cael siarad ai peidio.

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

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

R H A G L E N

1 YMDDIHEURIADAU

Pwrpas: Derbyn unrhyw ymddiheuriadau.

2 DATGAN CYSYLLTIAD

Pwrpas: I dderbyn unrhyw ddatganiad o gysylltiada chynghori's Aelodau yn unol a hynny.

3 COFNODION (Tudalennau 5 - 20)

Pwrpas: Cadarnhau cofnodion y cyfarfodydd ar 15 Chwefror 2022.

YSTRID YR ADRODDIDAU CANLYNOL

ADRODDIAD STRATEGOL

4 TREFNIADAU CYDWEITHIO CENEDLAETHOL AR GYFER GWASANAETHAU MABWYSIADU A MAETHU (AWDURDODAU LLEOL) (Tudalennau 21 - 86)

Adroddiad Prif Swyddog (Gwasanaethau Cymdeithasol) - Dirprwy Arweinydd y Cyngor (Partneriaethau) ac Aelod y Cabinet dros y Gwasanaethau Cymdeithasol

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

ADRODDIAD GWEITHREDOL

5 MONITRO CYLLIDEB REFENIW 2021/22 (MIS 10) (Tudalennau 87 - 112)

Adroddiad Rheolwr Cyllid Corfforaethol - Aelod Cabinet dros Gyllid, Gwerth Cymdeithasol a Chaffael

Pwrpas: Mae'r adroddiad misol rheolaidd hwn yn darparu'r wybodaeth ddiweddaraf am fonitro cyllideb refeniw 2021/22 Cronfa'r Cyngor a'r Cyfrif Refeniw Tai. Mae'r sefyllfa yn seiliedig ar incwm a gwariant gwirioneddol fel yr oedd hyd at Fis 10 a rhagamcan ymlaen i ddiwedd y flwyddyn.

6 TREFNIADAU DERBYN I YSGOLION 2023/24 (Tudalennau 113 - 128)

Adroddiad Prif Swyddog (Addysg ac Ieuenctid) - Arweinydd y Cyngor ac Aelod Cabinet Addysg

Pwrpas: Cyngori ar ganlyniad ymarfer ymgynghori statudol ar drefniadau derbyn ar gyfer 2023/24, ac i argymhell cymeradwyaeth.

7 RHEOLIADAU LLES ANIFEILIAID (TRWYDDEDU GWEITHGAREDDAU SY'N YMWNEUD AG ANIFEILIAID) (CYMRU) 2021 (Tudalennau 129 - 132)

Adroddiad Prif Swyddog (Cynllunio, Amgylchedd ac Economi) - Aelod Cabinet dros Gynllunio a Diogelu'r Cyhoedd

Pwrpas: Ceisio cymeradwyaeth gan Aelodau i sefydlu cynllun priodol o awdurdod dirprwyedig ar gyfer Rheoliadau Lles Anifeiliaid (Trwyddedu Gweithgareddau sy'n Ymwneud ag Anifeiliaid) (Cymru) 2021.

8 YMARFER PWERAU DIRPRWEDIG (Tudalennau 133 - 134)

Pwrpas: Darpau manulion y camau a gymerwyd o dan bewrau.

RHAGLAN GWAITH I'R DYFODOL - Y CYNGOR SIR, CABINET, PPWYLLGOR ARCHWILIO A'R WYLLGOR TROOLWG A CHRAFFU - ER GWYBODAETH

DEDDF LLYWODRAETH LEOL (MYNEDIAD I WYBODAETH) 1985 - YSTYRIED GWAHARDD Y WASG A'R CYHOEDD

Mae'r eitem a ganlyn yn cael ei hystyried yn eitem eithriedig yn rhinwedd Paragraff(au) 14 Rhan 4 Atodiad 12A o Ddeddf Llywodraeth Leol 1972 (fel y cafodd ei diwygio)

Mae'r adroddiad yn cynnwys gwybodaeth fasnachol sensitif sy'n perthyn i drydydd parti ac mae budd y cyhoedd o beidio â datgelu'r wybodaeth yn bwysicach na budd y cyhoedd wrth ddatgelu'r wybodaeth.

9 CYNLLUN BUSNES NEWYDD 2022/23 (Tudalennau 155 - 188)

Adroddiad Prif Weithredwr - Dirprwy Arweinydd y Cyngor (Llywodraethu) ac Aelod Cabinet dros Reolaeth Gorfforaethol ac Asedau

Pwrpas: Cyflwyno Cynllun Busnes NEWydd Arlwyo a Glanhau Cyf 2022/23 i'w gymeradwyo.

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

Nodyn Gweithdrefnol ar redeg cyfarfodydd

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

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

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

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

Er mwyn mynegi eu bod nhw eisiau siarad bydd Cynghorwyr yn defnyddio'r cyfleuster 'chat' neu yn defnyddio'r swyddogaeth 'raise hand' sy'n dangos eicon codi llaw electronig. Mae'r swyddogaeth 'chat' hefyd yn gallu cael ei ddefnyddio i ofyn cwestiynau, i wneud sylwadau perthnasol ac yn gyfle i'r swyddog gynghori neu ddiweddarau'r cynghorwyr.

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

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

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

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

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

Eitem ar gyfer y Rhaglen 3

CABINET **15TH FEBRUARY 2022**

Minutes of the meeting of the Cabinet of Flintshire County Council held virtually via Zoom on Tuesday 15th February 2022.

PRESENT: **Councillor Ian Roberts (Chair)**

Councillors: Glyn Banks, Chris Bithell, Derek Butler, Dave Hughes, Paul Johnson, and Christine Jones.

IN ATTENDANCE:

Chief Executive, Chief Officer (Governance), Chief Officer (Planning, Environment and Economy), Chief Officer (Streetscene and Transportation), Chief Officer (Education and Youth), Chief Officer (Social Services), Corporate Finance Manager, Strategic Executive Officer, Social Value Development Officer and Team Leader – Democratic Services.

OTHER MEMBERS IN ATTENDANCE:

Councillor David Evans.

Councillor Roberts paid tribute to Mr Aled Roberts, the Welsh Language Commissioner, who had sadly passed away. He said he was kind to Welsh learners, giving them confidence to speak the language. On behalf of the Cabinet, he passed on condolences to his family at this sad time. Tributes were also made from Cabinet Members and officers.

APOLOGY:

Councillor Billy Mullin.

107. DECLARATIONS OF INTEREST

Councillor Banks declared an item in agenda item number 10: Welsh in Education Strategic 10 Year Plan 2022-2032 as he was a school governor at two Welsh Medium schools. Councillor Bithell declared a personal interest in agenda item number 4: Budget 2022/23 – Final Closing Stage as he was a trustee of DASU.

108. MINUTES

The minutes of the meeting held on 18th January 2022 were submitted and confirmed as a correct.

RESOLVED:

That the minutes of the meeting be approved as a correct record.

109. BUDGET 2022/23 FINAL CLOSING STAGE

Councillor Roberts thanked everybody for their involvement in the budget process. He also expressed his thanks to the Welsh Government (WG) for the best

settlement the Council had received to date. However, there were challenges ahead that would be faced.

The Corporate Finance Manager said Cabinet received an update on the key headlines and financial impacts of the Welsh Local Government Provisional Settlement at its meeting on 18th January 2022.

Fundamentally, the settlement included confirmation of the need to meet the costs of some new responsibilities – the most significant of which being (1) full costs of future pay awards; (2) implementation of the Real Living Wage; (3) cessation of the hardship fund; and (4) Specific Grant impacts.

Due to the above some urgent prioritised work was required and the outcome of that work was set out in the report. The report recommended solutions and set out recommendations for the Council to be able to reach a legal and balanced budget. The report also set out the Council Tax recommendation for setting local taxation levels for 2022/23. A formal resolution was proposed for Council later that day as notification had been received of the precepts of the Police and Crime Commissioner and all town and community councils within Flintshire.

The level of annual increase in Council Tax was a decision for full Council. In previous years, Council had set a clear direction that any annual increase should be at 5% or less. The Council had to include a number of additional pressures to provide for the new responsibilities identified in the Welsh Local Government Provisional Settlement which had increased the budget requirement. Based on the final additional budget requirement of £30.562m an overall annual increase of 3.3% was required on Council Tax for Council Services and 0.65% for additional contributions to North Wales Fire and Rescue Service, Regional Coroners Service and Regional Education Consortium GwE. That equated to an overall uplift of 3.95% and provided overall additional yield of £3.825m in 2022/23. That amounted to an annual increase of £55.08 per annum and brought the amount to £1,449.58 on a Band D equivalent (£1.06 per week).

The Police precept and town and community council precepts for 2022/23 had all been notified to the Council as the Council Tax collection authority and a separate report was on the Council agenda to discussion later that day.

Councillor Johnson commented on the challenges that the Council would face in years 2 and 3, including the additional pressures such as the rise in inflation and energy costs.

The Chief Executive said a recent announcement had been made by WG on the cost of living payment of £150 to all households in Bands A-D, and the detail of that needed to be understood.

RESOLVED:

- (a) That the revised additional budget requirement for 2022/23 be noted and approved;

- (b) That the final proposals for the corporate efficiencies which will contribute to the budget be approved;
- (c) That Cabinet recommends to Council a legal and balanced budget based on the calculation as set out in the report;
- (d) That the open risks which remain to be managed in the 2022/23 financial year be noted;
- (e) That an overall annual increase in Council Tax for 2022/23 of 3.3% for Council Services and 0.65% for contributions to North Wales Fire and Rescue Service, Regional Coroners Service and Regional Education Consortium GwE – an overall uplift of 3.95%, be recommended to Council;
- (f) That an additional £3.250m be transferred from the Contingency Reserve to the Emergency Reserve to safeguard against the ongoing financial risks of the pandemic in 2022/23;
- (g) That Council be invited to pass the formal Council Tax resolution now that notification of the precepts of the Police and Crime Commissioner and all town and community councils within Flintshire had been received; and
- (h) That the medium-term forecast as a basis for the next revision of the Medium-Term Financial Strategy (MTFS) be noted.

110. MINIMUM REVENUE PROVISION – 2022/23 POLICY

Councillor Johnson introduced the report and explained that local authorities were required to set a Minimum Revenue Provision (MRP) policy each financial year. Local authorities were required to set aside some of their revenue resources as provision for the repayment of debt.

The Council, as part of the budget strategy, conducted detailed reviews of its MRP policy in 2016/17 and 2017/18 and amended the policy as a result.

Changes were required to the policy for 2022/23 with regard to the MRP for the Housing Revenue Account (HRA). No changes were required to the policy for the Council Fund (CF) MRP.

The report would be considered at County Council later that day.

RESOLVED:

- (a) That the following be recommended to County Council for Council Fund (CF) outstanding debt that:
 - Option 3 (Asset Life Method) be used for the calculation of the MRP in financial year 2022/23 for the balance of outstanding capital expenditure funded from supported borrowing fixed as at 31st March 2017. The calculation will be the 'annuity' method over 49 years

- Option 3 (Asset Life Method) be used for the calculation of the MRP in 2022/23 for all capital expenditure funded from supported borrowing from 1st April 2016 onwards. The calculation will be the 'annuity' method over an appropriate number of years, dependent on the period of time that the capital expenditure is likely to generate benefits
 - Option 3 (Asset Life Method) be used for the calculation of the MRP in 2022/23 for all capital expenditure funded from unsupported (prudential) borrowing or credit arrangements. The calculation will be the 'annuity' method over an appropriate number of years, dependent on the period of time that the capital expenditure is likely to generate benefits
- (b) That the following be recommended to County Council for Housing Revenue Account (HRA) outstanding debt that:
- Option 3 (Asset Life Method) be used for the calculation of the HRA's MRP in 2022/23 for the balance of outstanding capital expenditure funded from debt fixed as at 31st March 2021. The calculation will be the 'annuity' method over 49 years
 - Option 3 (Asset Life Method) be used for the calculation of the HRA's MRP in 2022/23 for all capital expenditure funded from debt from 1st April 2021 onwards. The calculation will be the 'annuity' method over an appropriate number of years, dependent on the period of time that the capital expenditure is likely to generate benefits
- (c) That is be approved and recommended to County Council that MRP on loans from the Council to North East Wales (NEW) Homes to build affordable homes through the Strategic Housing and Regeneration Programme (SHARP) (which qualify as capital expenditure in accounting terms be as follows:
- No MRP is made during the construction period (of short duration) as the asset has not been brought into use and no benefit is being derived from its use
 - Once the assets are brought into use, capital (loan) repayments will be made by NEW Homes. The repayments made by NEW Homes will be classed, in accounting terms, as capital receipts, which can only be used to fund capital expenditure or repay debt. The capital repayment / capital receipt will be set aside to repay debt, and is the Council's MRP policy for repaying the loan.

111. HOUSING REVENUE ACCOUNT (HRA) 30 YEAR FINANCIAL BUSINESS PLAN

Councillor Hughes introduced the report which dealt with the Housing Revenue Account (HRA) draft 30 year Financial Business Plan and the proposed HRA Budget for 2022/23.

The Chief Executive explained that the rent increase proposed in the business plan applied an overall uplift of 1.18% to all tenants and, in addition, applied the transitional uplift of £2 to tenants who currently paid at least £3 under target rent.

That equated to an overall rent increase of 2% in the business plan. An overall inflationary increase of 2% forecast rental income at £38.047m for 2022/23.

The proposed garage rent and garage plot increase was 2% for 2022/23, which equated to £0.20 per week for garage rent and took the rent per week to £10.23. The proposed garage plot increase was £0.03 per week taking the garage plot rent to £1.66 per week.

The business plan anticipated income levels of £0.395m for garages and garage plots.

Service charges would be frozen again for the financial year 2022/23.

The total proposed capital programme for 2022/23 was £25.074m and was summarised in appendix C to the report.

The report was considered at Community, Housing and Assets Overview and Scrutiny Committee who were supportive of the content.

RESOLVED:

That the Housing Revenue Account budget for 2022/23 as set out in the appendices be supported and approved.

112. TREASURY MANAGEMENT STRATEGY 2022/23 – TREASURY MANAGEMENT POLICY STATEMENT, PRACTICES AND SCHEDULES 2022 TO 2025

Councillor Johnson introduced the report which presented the draft Treasury Management Strategy 2022/23 for approval and recommendation to Council, in conjunction with:

- Draft Treasury Management Policy Statement 2022 to 2025
- Draft Treasury Management Practices and Schedules 2022 to 2025

The report had been considered in detail by the Governance and Audit Committee on 26th January 2022.

Training for all Members of the Council on treasury management had been delivered on 8th December 2021.

RESOLVED:

That the following document be approved and recommended to Council:

- Draft Treasury Management Strategy 2022/23
- Draft Treasury Management Policy Statement 2022 to 2025
- Draft Treasury Management Practices and Schedules 2022 to 2025

113. DEVELOPING FLINTSHIRE'S HOUSING SUPPORT PROGRAMME STRATEGY 2022-2026

Councillor Hughes introduced the report which provided an overview of the Housing Support Programme (HSP) Strategy requirements and the approach taken in Flintshire to develop and adopt the HSP Strategy by the end of March 2022.

The HSP Strategy was appended to the report for final review, along with details for delivery and monitoring of the HSP Strategy and supporting Action Plan for the period 2022-2026.

The Chief Executive added that Welsh Government (WG) required Local Authorities to develop a HSP every four years, with a mid-point review every two years. The HSP outlined the strategic direction of the local authority for housing related support services, providing a single strategic view of the local authority's approach to homelessness prevention and housing support services. As such, it included both statutory homelessness functions funded through the revenue settlement and non-statutory preventive services funded through the Housing Support Grant (HSG).

The HSG had increased from £5,950,818 to £7,828,610 which was a significant increase and reflected the priority that WG placed on the funding stream and the importance of housing related support and the prevention of homelessness. Details of the current services provided through the HSG were outlined in the report.

Also outlined in the report was the HSP Strategy Vision, Principles and Priorities.

Members welcomed the report.

RESOLVED:

That the Housing Support Programme Strategy be approved.

114. CLIMATE CHANGE STRATEGY

Councillor Roberts introduced the report and explained that in 2019 the Welsh Government (WG) called for the Public Sector to become carbon neutral by 2030. Following that declaration, Cabinet resolved in December 2019 to a Climate Change Strategy which would set key aims and actions for creating a carbon neutral Council by 2030.

The Climate Change Strategy detailed the Council's work undertaken so far: its baseline carbon emissions; and areas that needed to be progressed and projected future state should those actions be completed to propel the Council towards its net zero carbon / carbon neutral goal by 2030.

He said everybody was responsible for helping to reach the goal of carbon neutrality. The new school in Mynydd Isa would be the first one in the county to be

carbon neutral. He thanked everybody involved, including the previous Cabinet Member who had been instrumental in driving it forward.

Councillor Bithell welcomed the report which was comprehensive and positive, adding that he was encouraged by the interest shown in the subject by young people.

The Chief Officer (Environment and Economy) thanked Councillor Sean Bibby who was Chair of the Climate Change Board and had led the production of the document before Members.

In response to a comment from Councillor Butler, the Chief Officer (Education and Youth) explained that climate change played a key part of the strategy within schools and in the youth service, which provided support to people aged 11-25.

The Chief Officer (Environment and Economy) said a briefing on carbon reduction would be delivered to new Members following the election, and it would also form part of the induction programme. The website would also be updated.

RESOLVED:

- (a) That progress made in delivering carbon reduction measures to date be acknowledged;
- (b) That the Climate Change Strategy for 2022 – 2030 and its aims therein be endorsed;
- (c) That a briefing for new Members following the election be arranged to highlight the work undertaken to date and the commitments of the Council moving forward, and that the Climate Change Strategy forms part of the Member Induction Programme; and
- (d) That the Council's website be updated to include the Climate Change Strategy.

115. WELSH IN EDUCATION STRATEGIC 10 YEAR PLAN 2022-2032

Councillor Roberts introduced the report which had been developed to provide Members with an overview of the draft plan for the next Welsh in Education Strategic Plan (WESP) which would run from September 2022 until 2032.

The Council believed that the Welsh Language belonged to everyone. The WESP in Flintshire was a long-term strategic tool for the Council to contribute its part in the country-wide goal of a million Welsh speakers by 2050. The Council was committed to increasing the number of those speaking Welsh within the wider community, with the aim of creating an increasingly bilingual county and country.

The first ten year plan would commence on 1st September 2022 and would expire on 31st August 2032. Each further plan would commence on 1st September in the year during which the previous ten year plan would come to an end i.e. 1st September 2032 to 31st August 2042. The plan must include a target outlining the

expected increase in the number of Year 1 learners taught through the medium of Welsh in the local authority area during the lifespan of the plan.

The WESP 2019 Regulations made provisions requiring a local authority to design their plans on the basis of a target. The Council was therefore required to set a ten year target outlining the expected increase in Year 1 children who were taught through the medium of Welsh in Flintshire.

Councils had been grouped by Welsh Government (WG) into different categories reflecting the current similarities and differences between the 22 local authorities in Wales. The factors considered when grouping included the percentage of learners taught in Welsh in an area; the models of Welsh-medium education provision adopted and the linguistic nature of the area. For that purpose, Flintshire had been placed in Group 4. The definition of Group 4 was 12% or fewer of Year 1 children in those local authorities were being taught through the medium of Welsh in 2017/18. There was a choice between Welsh-medium education and English-medium in those local authorities.

The Chief Officer (Education and Youth) added that WG had established a lower range and an upper range target for Flintshire. That represented a 6 percentage point increase (lower range) and 10 percentage point increase (upper range) in the number of Year 1 pupils being taught through the medium of Welsh. Whilst the lower range was the minimum to be achieved, the upper range should not be treated as a maximum. There was a need to look to increase the number of Year 1 pupils being taught through the medium of Welsh to between 225 and 295 pupils over the 10 years of the Plan. She paid tribute to Sian Hilton and Vicky Barlow who had led the development of the Plan.

In response to a comment from Councillor Bithell, the Chief Officer (Education and Youth) explained that teaching Welsh in English schools was a statutory function and the authority was committed to ensuring teachers were equipped to deliver Welsh in both primary and secondary schools.

RESOLVED:

That feedback on the consultation for the Welsh in Education Strategic Plan 2022-2032 be received and the plan be approved for implementation by the Council, subject to approval by Welsh Ministers.

116. MULTIPLYING IMPACT – FLINTSHIRE INTEGRATED YOUTH PROVISION DELIVERY PLAN 2021-2024

Councillor Roberts introduced the report which provided details of the new plan that had been developed for the delivery of the Council's youth services, known as Integrated Youth Provision, for the period 2021-2024.

The plan had been prepared following consultation with young people, with staff in the Integrated Youth Provision Team and with key partners who supported the Council in its delivery of services to young people aged 11 to 25 in Flintshire. It had been developed within the context of the ongoing COVID-19 pandemic which

was widely acknowledged to have had a significant impact on the emotional, mental and physical health of young people.

Aspects of the delivery plan were already being actioned as the service had continued its support for children and young people throughout the pandemic. It had been offered in different ways from traditional youth work activities due to the COVID-19 restrictions that had been in place at different times.

The title of the plan **Multiplying Impact**, was deliberate in order to demonstrate how lessons learned about service delivery during the pandemic were embedded in youth work going forward and also how effective partnership working between the Council and its key partners in that area positively benefitted young people and maximised its impact.

The plan outlined the national and local context for youth work, referenced the feedback from the consultation process on which the plan had been built and set out ambitious priorities for the future development of the service.

The Chief Officer (Education and Youth) explained that the report had been considered at Education, Youth and Culture Overview and Scrutiny Committee the previous week and a discussion had taken place on how young people were supported once they left education, which was through the Integrated Youth Provision which was a statutory responsibility. She explained that the traditional delivery of youth work during the pandemic had been curtailed but a lot of services had been provided via a digital platform. The authority aimed to maintain youth clubs in large communities where there was demand, but in addition, pop up facilities were being provided where there was a need. In addition, Youth Workers were working within high schools where pupils could receive advice and be signposted to appropriate services.

The Chief Officer and Cabinet Members paid tribute to Ann Roberts who had led this piece of work, who was retiring from the authority.

RESOLVED:

- (a) That the vital work of the Integrated Youth Provision during the COVID-19 pandemic in supporting Flintshire's children and young people be positively acknowledged; and
- (b) That the 'Multiplying Impact – Flintshire Integrated Youth Provision Delivery Plan 2021-2024' be endorsed.

117. REVENUE BUDGET MONITORING 2021/22 (MONTH 9)

Councillor Johnson introduced the report which provided the latest detailed revenue budget monitoring position in 2021/22 for the Council Fund and Housing Revenue Account for the financial year and presented the position, based on actual income and expenditure, as at Month 9.

The report projected how the budget would stand at the close of the financial year, without new actions to reduce cost pressures and/or improve the financial return on efficiency planning and cost control was:

Council Fund

- An operating surplus of (£1.537m) (excluding the impact of the NJC pay award which would be met by reserves) which was a favourable movement of (£0.821m) from the surplus figure of (£0.716m) reported at Month 8
- A projected contingency reserve balance as at 31st March 2022 of £7.407m

Housing Revenue Account

- Net in-year revenue expenditure forecast to be £0.437m higher than budget
- A projected closing balance as at 31st March 2022 of £4.035m

The Corporate Finance Manager explained that the report also detailed the position by portfolio; significant variances that month; achievement of planned in-year efficiencies; emergency funding, unearmarked reserves and earmarked reserves.

RESOLVED:

- (a) That the estimated financial impact on the 2021/22 budget be noted; and
- (b) That the carry forward requests be approved.

118. CAPITAL PROGRAMME MONITORING 2021/22 (MONTH 9)

Councillor Johnson introduced the report which summarised the changes made to the Capital Programme 2021/22 since it was set in December 2020 to the end of month 9 (December 2021), along with expenditure to date and projected outturn.

The Capital Programme had seen a net increase in budget of £6.626m during the period which comprised of:

- Net budget increase in the programme of £10.337m (Council Fund (CF) £9.222m, Housing Revenue Account (HRA) £1.115m)
- Net Carry Forward to 2022/23, approved at month 6, of (£0.687m) and additional School Maintenance Grant (£2.638) (all CF)
- Identified savings at month 9 of (£0.386m) (CF)

Actual expenditure was £52.871m.

Capital receipts received in the third quarter of 2021/22, along with savings identified, totalled £0.757m. That gave a revised projected surplus in the Capital Programme at month 9 of £4.904m (from a month 6 funding position surplus of £4.147) for the 2021/22 – 2023/24 Capital Programme, prior to the realisation of additional capital receipts and/or other funding sources.

RESOLVED:

- (a) That the report be approved; and
- (b) That the carry forward adjustments be approved.

119. ANNUAL AUDIT SUMMARY FOR FLINTSHIRE COUNTY COUNCIL 2020/21

The Chief Executive introduced the report and explained that the Annual Audit Summary set out the audit and regulatory work undertaken by Audit Wales of Flintshire County Council. It provided an update on the previous report which was published in January 2021.

Overall the Auditor General for Wales had reached a positive conclusion “*The Auditor General certified that the Council had met its remaining Local Government (Wales) Measure 2009 duties for the financial year 2020-21, as saved by an order made under the Local Government and Elections (Wales) Act 2021*”.

No formal recommendations had been made during the year.

There were a number of new proposals for improvement and proposals of development arising from the reviews undertaken by Audit Wales.

The Auditor General had provided an unqualified true and fair opinion on the Council’s financial statements on 29th September 2021, two months ahead of the statutory deadline.

Councillor Johnson said in comparison to other Councils Flintshire had done well.

RESOLVED:

That Cabinet be assured by the content and observations of the Auditor General for Wales’ Annual Audit Summary Report for 2020/21.

120. TEMPORARY ACCOMMODATION HOMELESSNESS AUDIT 2021 FINDINGS REPORT

Councillor Hughes introduced the report which confirmed the outcome of a recent Audit of the management of temporary accommodation within Flintshire. The audit had highlighted a number of areas for improvement and was categorised as a Red Audit Report.

The Audit Report was due to be presented to Governance and Audit Committee on 14th March 2022. The report provided background to the request for the audit, the audit key findings and the process of service improvement required to address the risks identified.

The Chief Executive explained that temporary accommodation was “interim housing” which was provided to people who were homeless (singles / couples /

families) and were owed duties under the Housing Wales Act (2014) by the Council. The service was delivered through the Homeless Team.

The current portfolio of properties was a mixture of houses of multiple occupation (HMO), self-contained flats and houses which were leased from private landlords, along with a small number of Council HRA properties.

The demand for Temporary Accommodation and Emergency Accommodation had grown significantly on the back of the COVID-19 pandemic with Welsh Government requiring all homeless people to be accommodated through the “everyone in” directive. Pre-COVID-19 the portfolio had a high number of vacancies with properties empty, but since COVID-19 and the additional duties to house more people, extra properties via HRA had been secured to meet the increased demand. The service also relied on hotel and B&B accommodation. Demand was likely to continue to grow as the pandemic was exited and recovery entered into.

RESOLVED:

That any comments be provided ahead of the report being presented to Governance and Audit Committee on 14th March 2022.

121. PUBLIC SERVICES OMBUDSMAN FOR WALES ANNUAL LETTER 2020-21 AND COMPLAINTS MADE AGAINST FLINTSHIRE COUNTY COUNCIL DURING THE FIRST HALF OF 2021-22

The Chief Officer (Governance) introduced the report the purpose of which was to share the Public Services Ombudsman for Wales Annual Letter 2020-21 for Flintshire County Council.

The Ombudsman’s Annual Letter provided an overview of the annual performance of the Council in relation to complaints investigated in 2020-21.

The report also provided an overview of complaints received by each portfolio of the Council between the period 1st April – 30th September 2021.

The number of complaints received by the Ombudsman about local authorities across Wales decreased by 12.5% in 2020-21 which reflected the reduction in complaints being reported by local authorities during the COVID-19 pandemic.

The Ombudsman intervened (upheld, settled or resolved at an early stage) the same proportion of complaints about public bodies, 20%, compared with 2019-20.

35 of Flintshire’s complaints were premature and that accounted for 59% of the complaints. Across North Wales the average number of premature complaints was 11. That analysis explained that whilst the overall number of complaints made against Flintshire was high, it attributed to a higher than average number of premature complaints.

There was a need to review how the authority promoted its own complaints procedure and the importance of keeping complainants informed about the progress of their complaint to reduce the number of premature referrals to the Ombudsman.

RESOLVED:

- (a) That the annual performance of the Council in respect of complaints made to the Public Services Ombudsman for Wales during 2020-21 be noted;
- (b) That the 2021-22 half year performance of the Council in respect of complaints made to services in line with its complaints procedure be noted; and
- (c) That the actions outlined in the report to improve complaints handling across the Council be supported.

122. SOCIAL VALUE

Councillor Johnson introduced the report and explained that delivering social value from Council activity and expenditure was a corporate priority for the Council and the Council was recognised for its positive work on social value, with the Social Value Development Officer in high demand for their knowledge, skills and expertise.

The Social Value Development Officer explained that the social value programme, had, since its inception, thrived, with around 90% of all procurement activity supported to include social value deliverables. Between January and September 2021 over £2.2m actual social value had been recorded as delivered in Flintshire.

To sustain the positive impact social value delivered for local communities, Flintshire County Council had already committed to an ongoing programme of social value work by making the position of the Social Value Development Officer permanent.

The report highlighted some of the positive outcomes to date and looked to maintain the Council's priority of delivering social value with revised targets for 2022/23.

The report was submitted to the Corporate Resources Overview and Scrutiny Committee the previous week where it was well received.

Members thanked the Strategic Executive Officer and the Social Value Development Officer for all of their work on this.

RESOLVED:

- (a) That the performance of the social value programme to date be noted;

- (b) That the proposal around performance reporting and to secure an achievable social value work programme for 2022/23, given available resource, be endorsed; and
- (c) That Cabinet continue to support the social value programme, understanding that further opportunities exist to enhance this but these will require additional capacity / resource to progress.

123. **EXERCISE OF DELEGATED POWERS**

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

Streetscene and Transportation

- **The Flintshire County Council (Various Roads Within Buckley, Mynydd Isa, Drury, New Brighton, Burntwood, Bryn Y Baal and Alltami, Flintshire) (20mph Speed Limit) Order 202-**
To advise Members of the objection received following the advertisement of the proposed 20mph speed limit on various roads within Buckley, Mynydd Isa, Drury, New Brighton, Burntwood, Bryn Y Baal and Alltami, Flintshire.
- **Proposal to Construct a Zebra Crossing on Coed Onn Road, Flint**
To advise Members of the objections received following the advertisement of the proposal to construct a Zebra Pedestrian Crossing on Coed Onn Road, Flint.
- **Grant Funding Application to Promote Repair and Reuse Initiatives**
The Welsh Government's 'Beyond Recycling' strategy provides local authorities with clear direction that the emphasis on positive waste management and the move towards a circular economy starts with ensuring that items are kept in use for as long as possible. This is achieved by adopting the waste hierarchy of reusing, repurposing or repairing items as the first option before choosing recycling or disposal. To embed this principle in Council policy, options have been considered as to how to deliver a service where items deemed as waste are intercepted or diverted at the point of disposal and directed back to reuse. The report requests delegated authority to implement a pilot scheme to deliver a reuse pilot scheme on the Household Recycling Centres in partnership with Refurbs Flintshire. This pilot scheme requires grant funding to be delivered so an application has been submitted to the Landfill Disposal Tax Community Scheme for consideration for the nationally significant project fund.
- **Street Works Fees and Charges for 2022/2023**
The fees and charges levied for various licenses and applications issued within Street Works have been reviewed and the proposed charges for 2022//23 are set out in the table.

Education and Youth

- **Whitford V.A. School Transfer of Land**

Surrender of land to Mostyn Estates (Landlord), and the landlord to transfer the land to the St. Asaph Diocesan Board of Finance.

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

RESOLVED:

That the press and public be excluded for the remainder of the meeting for the following items by virtue of exempt information under paragraph(s) 14 of Part 4 of Schedule 12A of the Local Government Act 1972 (as amended).

124. NORTH EAST WALES (NEW) HOMES BUSINESS PLAN 2022/2051

Councillor Hughes introduced the report which set out the key elements of the company's proposed Development Strategy to increase the number of Affordable Rent Properties delivered over the next two years.

RESOLVED:

That the North East Wales (NEW) Homes Business Plan 2022/2051 be approved.

125. MEMBERS OF THE PRESS AND PUBLIC IN ATTENDANCE

There were no members of the press or public in attendance.

(The meeting commenced at 10.00 a.m. and ended at 12.30 p.m.)

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Chair

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 4



CABINET

Date of Meeting	Tuesday, 15 th March 2022
Report Subject	National Collaborative Arrangements for Welsh (local authority) Adoption and Fostering Services
Cabinet Member	Deputy Leader of the Council (Partnerships) and Cabinet Member for Social Services
Report Author	Chief Officer (Social Services)
Type of Report	Strategic

EXECUTIVE SUMMARY

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

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

This report seeks agreement to sign the Joint Committee Agreement for the proposed Joint Committee. Agreeing these proposals, and signing the Joint Committee Agreement, will put the Flintshire County Council's cooperation in these collaborative arrangements on a formal basis. The Agreement clarifies roles and responsibilities for the hosting of, and delivery of, national functions which support and enable local authority delivery of their adoption and fostering responsibilities. The Joint Committee Agreement can be found at Appendix 3.

Local Authorities are asked to sign and return the Joint Agreement to the WLGA by 31 March 2022. Each local authority will need to nominate a member of their Executive/Cabinet to be a voting member on the Joint Committee.

RECOMMENDATIONS

1	That proposals for developing the governance arrangements for the National Adoption Service for Wales, as it assumes responsibility for Foster Wales, are adopted.
2	Cabinet confirm their support the Joint Committee Agreement for the National Adoption Service and Foster Wales and facilitate its signature.
3	Cabinet formally nominate their representative on the Joint Committee.
4	The development of the national approach, associated delegation of governance, and local scrutiny arrangements are reported to Constitution and Democratic Services Committee, Social and Health Care Overview & Scrutiny Committee and Full Council.

REPORT DETAILS

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

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

	<p>funding up to the end of March 2023 to fund specific purposes, this is £573 for 2021/22 reducing by a small amount for 2022/23. Although Welsh Government investment is available to adoption this is fully utilised for direct service delivery through the regional structure. There are resources in both the Foster Wales WLGA allocation and the Foster Wales Welsh Government grant aid that part fund posts on a regional basis to directly support local authority activities.</p>
1.11	<p>The total cost of the proposed national structure is £586,384 at 2021/22 salary rates. Total available core budget across NAS and Foster Wales for 2021/22 is circa £1,449,000 albeit that over half the Foster Wales funding stream is subject to WG grant conditions for specific purposes as indicated above.</p>
1.12	<p>The structure is affordable up to the end of the Welsh Government Grant period (31.03.23) and there is no expectation that individual councils will incur additional costs in relation to these functions during this time. However, there are pressures on staffing and operating budgets for both NAS and Foster Wales beyond that. The financial pressures have been flagged with Welsh Government, and work is commencing to consider how to resolve this beyond the current grant aid period. Resolving this will require the commitment of both Local Government and Welsh Government to ensure a sustainable, and funded, transition from the Grant.</p>
1.13	<p>The proposals outlined are being progressed in order to formalise and consolidate the existing position of the Central Team in respect of the work it is currently doing for the National Adoption Service and for Foster Wales. This will allow both collaborative arrangements to continue to function and meet agreed plans and commitments in the short to medium term.</p>
1.14	<p>Engagement of stakeholders</p>
1.15	<p>Local authority members have been kept informed throughout via the WLGA, most recently, during September 2021 via the Cabinet Members (Social Care and Health) Network and the WLGA Council.</p>
1.16	<p>The National Adoption Service Governance Board, the Foster Wales Lead Heads of Children's Services and Social Services Directors via ADSSC have agreed these proposals in principle.</p>
1.17	<p>The proposals have been informed by and developed with the full engagement of these key stakeholder groups.</p>
1.18	<p>Individual local authorities remain legally responsible and accountable for the provision and adoption and fostering services. In respect of adoption services, the legal provisions outlined below require adoption responsibilities to be delivered in accordance with the arrangements for the National Adoption Service.</p>
1.19	<p>The legal basis underpinning the National Adoption Service is contained in section 3A of the Adoption and Children Act 2002 [which was inserted by the Social Services and Well Being (Wales) Act 2014] and the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015. These set out in detail expectations on local authorities to co-</p>

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

	associated Member scrutiny, have led to direct feedback to the Regional service on areas for development as well as the instigation of a review by Internal Audit to determine if Flintshire County Council is receiving value for money and the requisite service provision from the North Wales Adoption Service partnership.
1.28	To ensure that the arrangements aligned to the Joint Agreement are transparent, with delegation and scrutiny arrangements adhering to our governance framework, the Joint Agreement arrangements will be presented to Full Council for endorsement. This process will involve a report on the development of the national approach, associated delegation of governance, and local scrutiny arrangements being presented to Constitution and Democratic Services Committee, Social and Health Care Overview & Scrutiny Committee and Full Council.

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

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

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

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

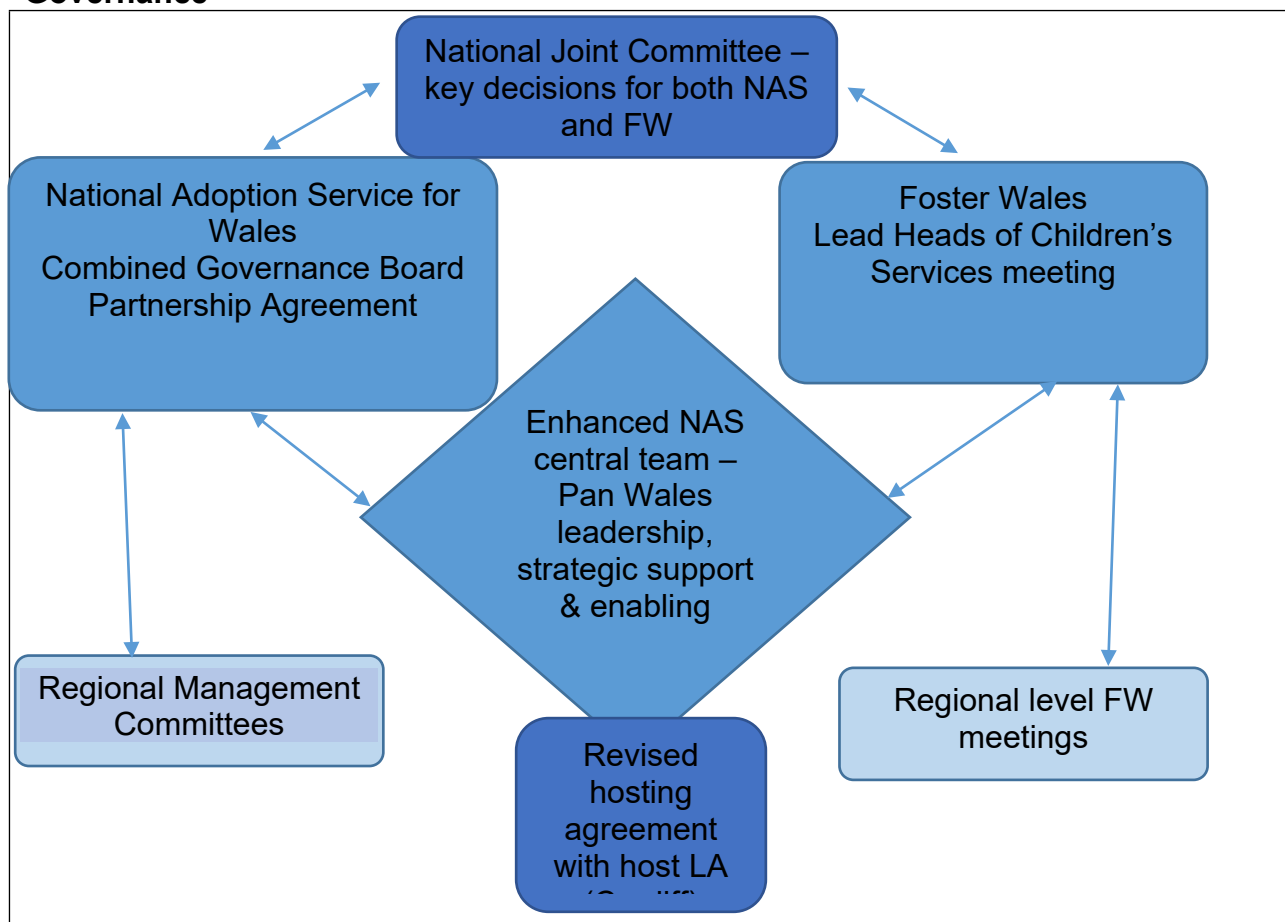
5.00	APPENDICES
5.01	Appendix 1 - Governance Appendix 2 - Central team – leadership and enabling Appendix 3: Joint Committee Agreement

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	None.

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

8.00	GLOSSARY OF TERMS
8.01	<p>Welsh Local Government Association (WLGA): The Welsh Local Government Association represents the interests of local government and promotes local democracy in Wales. Its primary purposes are to promote better local government, to promote its reputation and to support authorities in the development of policies and priorities which will improve public services and democracy.</p>

Governance



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

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

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

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

NAS - National level - Combined Governance Board (CGB)

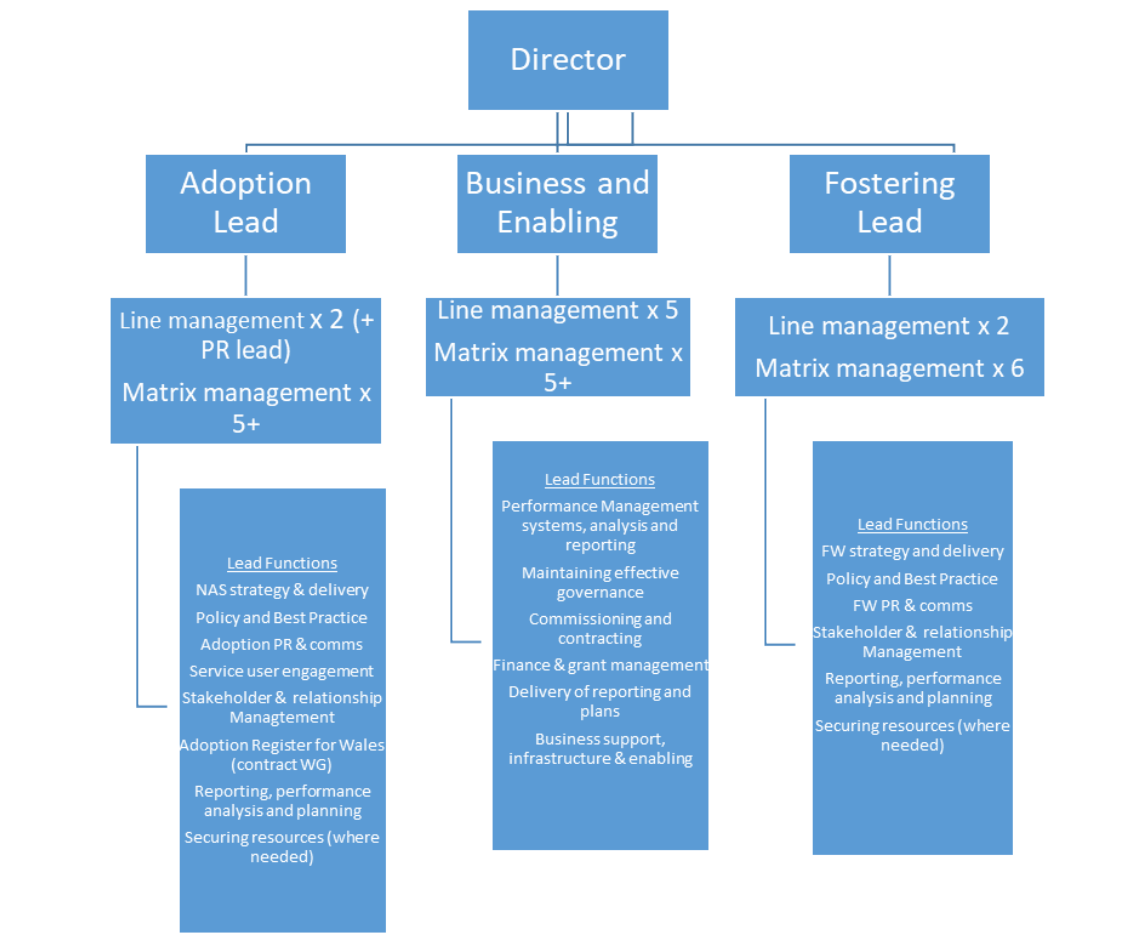
Provides strategic direction and decision making to facilitate the delivery and

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

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

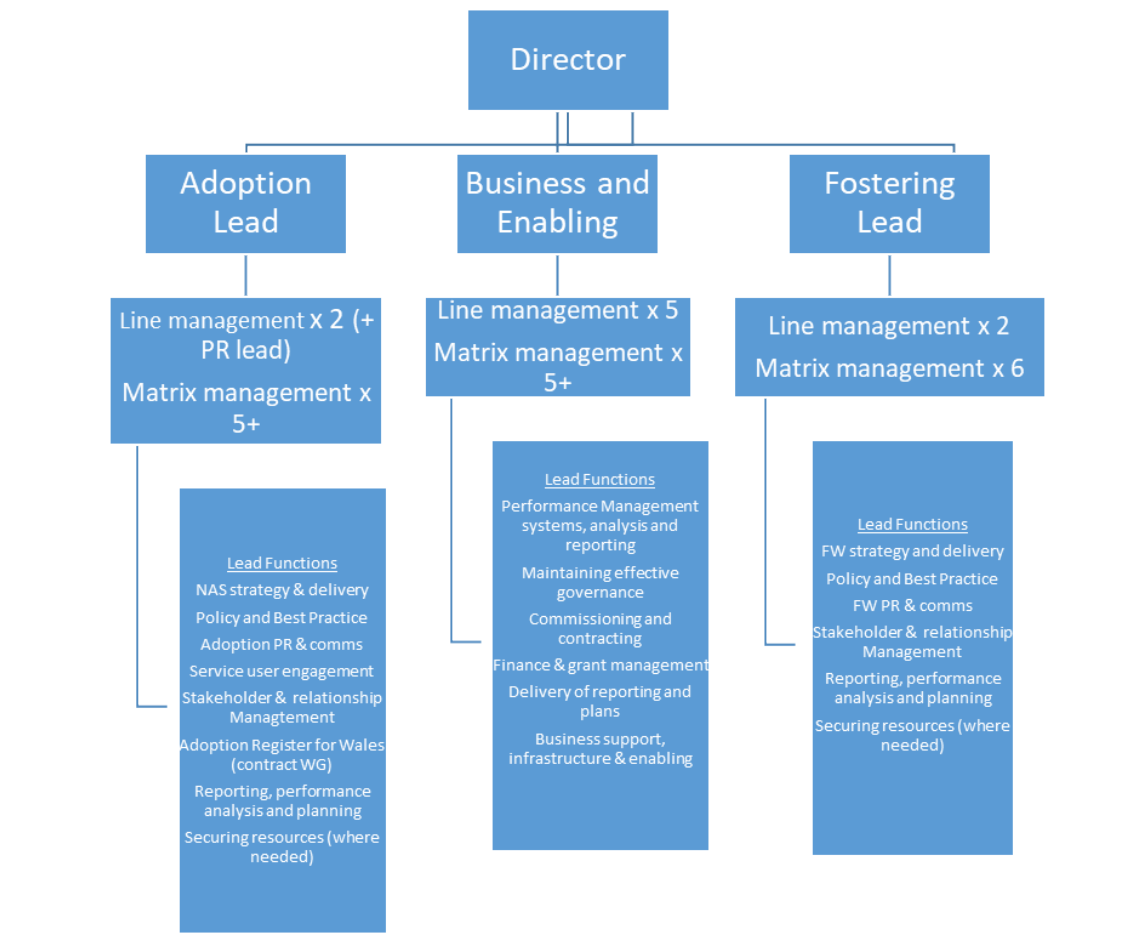
improvement of adoption services in Wales through the National Adoption Service arrangements in line the Senedd Directions and its Terms of Reference.	and regional functions of Foster Wales on behalf of Welsh local authorities in line with its Terms of Reference.
<p><u>NAS – regional / LA level - Regional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

Central team – leadership and enabling



Mae'r dudalen hon yn wag yn bwrpasol

Central team – leadership and enabling



Mae'r dudalen hon yn wag yn bwrpasol

DATED

2021

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

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

Geldards
law firm

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BETWEEN:

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

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

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

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

WHEREAS:

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

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

IT IS AGREED AS FOLLOWS:

1. Interpretation

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

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

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

Data Protection Legislation

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

“Director of Operations”

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

“Directions”

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

“Exempt Information”

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

“Financial Memorandum”

the approach to financial and accounting matters agreed by the

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

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

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

“Staff Transfer Agreement”

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

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

2. Aims of Joint Discharge of Functions

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

- (e) Improving the process of matching children with prospective adopters.
 - (f) The streamlining of adoption processes and improved liaison between social workers involved in adoption cases.
 - (g) Keeping adoption breakdown to a minimum by the provision of adoption support services according to assessed need.
 - (h) Collaborative working between local authorities, registered adoption societies, NHS local health boards and NHS Trusts and education services.
- 2.2 The aims of the joint discharge of the Agreed Functions relating to fostering are:
- (a) To support the strategic oversight of Foster Wales.
 - (b) To consider the implications at local and regional level arising from the transition to Foster Wales.
 - (c) To consider the development needs of services at local, regional, and national level.
 - (d) To seek and support solutions to overcome barriers and challenges.
 - (e) To continue to develop and maintain collaboration across local authority fostering.
 - (f) To consider reports presented, agree actions, make decisions, and monitor progress.
 - (g) To consider performance reports and monitor KPIs as identified and agreed.
 - (h) To make recommendations for future areas of work programme development.
- 2.3 The Director of Operations and a central team of staff to support the Director of Operations are employed by the Host Council to fulfil a range of functions related to leadership, management and oversight of the National Adoption Service. The functions of the Director of Operations and central team include:
- (a) Providing leadership to set the direction for the National Adoption Service including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning.
 - (b) Reviewing progress including analysis of performance data and service information from the regions and Registered Adoption Agencies (otherwise known as Voluntary Adoption Agencies (VAA's's).
 - (c) Providing annual and mid-year reports each year for agreement by the Combined Governance Board, endorsed by the Joint Committee and submission to Welsh Ministers as well as to WLGA and the Association of Directors of Social Services Cymru where required.

- (d) Providing specific functions nationally to support and enable National Adoption Service operations (currently as below).
 - (e) Establishing and maintaining a website for the National Adoption Service for Wales.
 - (f) Management of the Adoption Register for Wales (under contract from Welsh Government).
 - (g) Commissioning and contracting national contracts to support service delivery functions and support.
 - (h) Maintaining arrangements for service user engagement across Wales.
 - (i) Leadership, matrix management oversight, advice and support to regions and VAA's.
 - (j) Promotion of best practice and a culture of continuous improvement throughout the National Adoption Service.
 - (j) Securing appropriate resourcing through new / additional finance or re-profiling of existing as well as managing the central team allocation, grants and investment.
 - (k) Strategic commissioning as necessary for the discharge of functions.
 - (l) Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Combined Governance Board.
 - (m) Promotion of adoption, including national PR and marketing and the provision of the 'face and voice' of adoption in Wales.
 - (n) Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.
 - (o) Strategic support and enabling functions, as agreed, for the National Fostering Framework / Foster Wales.
- 2.4 In addition Schedule 7 sets out a Scheme of Functions delegated to the Director of Operations to facilitate the achievement of the objectives of this Agreement.

3. Establishment of a Joint Committee

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

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

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

4. Establishment of Combined Governance Board and other advisory groups

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

5. Arrangements for the Discharge of Functions

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

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

6. Governance

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

7. Appointment of Host Council

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

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

8. Responsibilities of the Host Council

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

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

9. Expenses of Joint Committee Members

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

10. Monitoring Officer

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

11. Reviews

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

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

12. Audit

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

13. Costs of Discharge of Functions

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

14. Costs of the Joint Committee

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

15. Liabilities Under This Agreement

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

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

- 15.4 The amount to be paid to the Host Council by any of the other Councils under clause 15.3 shall be borne by each of the Councils to the extent of its responsibility, however in the event that the responsibility is a shared one between the Councils (so that it is not reasonably practicable to ascertain the exact responsibility between the Councils) then the amount to be paid shall be divided between the Councils on a Proportionate Basis.
- 15.5 In the event of a claim under this clause 15 in which it is not reasonably practicable to determine the extent of responsibility as between the Councils then the amount shall be divided amongst the Councils on a Proportionate Basis.
- 15.6 A Council which receives a claim for losses, expenses, actions, demands, costs and liabilities related to the discharge of the Specified and Agreed Functions shall notify and provide details of such claim as soon as is reasonably practicable to the other Councils.
- 15.7 No Council shall be indemnified in accordance with this clause 15 unless it has given notice in accordance with clause 15.6 to the other Council against whom it will be enforcing its right to an indemnity under this Agreement.
- 15.8 Each Council shall not be obliged to indemnify the other Councils to the extent that the insurances maintained by the other Councils at the relevant time provide an indemnity against the loss giving rise to a claim and to the extent that another Council recovers under a policy of insurance save that the Council responsible for liabilities suffered by another Council shall be responsible for the deductible under any such policy of insurance and any amount over the maximum amount insured under such policy of insurance.
- 15.9 The indemnities given under this Agreement are in addition to any Service Agreement between the Host Council and any of the other Councils.

16. Duration of this Agreement

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

17. Variation of This Agreement

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

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

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

18. Withdrawal from the Joint Committee on Notice

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

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

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

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

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

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

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

19. Termination of this Agreement for Cause

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

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

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

20. Termination of the Agreement by Agreement

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

21. Termination – Consequential Matters

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

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

22. Dispute Resolution

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

23. Notices

Form of Notice

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

Service

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

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

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

24. Information and Confidentiality

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

24.2 Clause 24.1 shall not apply to:

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

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

25. Data Protection

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

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

25.2 Each Council:

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

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

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

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

- 25.4 Any Council may, at reasonable intervals, request a written description of the technical and organisational methods employed by any other Council and the relevant sub-contractors. Within five Business Days of such a request, the Council requested to do so shall supply written particulars of all such measures as it is maintaining detailed to a reasonable level such that the requesting Council can determine whether or not, in connection with the Personal Data, it is compliant with the Data Protection Legislation. Each Council shall use its reasonable endeavours to ensure that the sub-contractors and any third parties also comply with such request from any other Council.
- 25.6 All Councils shall ensure that any Personal Data they obtain and provide to any other Council has been lawfully obtained and complies with the Data Protection Legislation and that the use thereof in accordance with this Agreement shall not breach any of the provisions of the Data Protection Legislation.
- 25.8 Each Council shall provide the other Councils as soon as reasonably practicable, with such information in relation to Personal Data and their processing as the other Councils may reasonably request in writing and the party asked to provide the relevant data may reasonably be able to provide in order for the other Council to comply with its obligations under this clause and the Data Protection Legislation.
- 25.9 Each Council shall take reasonable precautions (having regard to the nature of their respective obligations under this Agreement) to preserve the integrity of any Personal Data.
- 25.10 The Councils shall continually review any existing information sharing protocols being used in relation to this Agreement to ensure they remain relevant and to identify which Personal Data needs to be processed and on what basis to ensure compliance with this clause 25.
- 25.11 Each Council shall maintain complete and accurate records to demonstrate its compliance with this clause 25.
- 26. Freedom of Information**
 - 26.1 The parties recognise that the Councils are public authorities as defined by FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of an Information Request.

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

27. Intellectual Property

- 27.1 Each Council will retain all Intellectual Property in its Material.
- 27.2 Each Council will grant all of the other Councils a non-exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its IP Material for the discharge of the Councils' obligations in relation to this Agreement whether or not the Council granting the licence remains a party to this Agreement.
- 27.3 Without prejudice to clause 27.1, if more than one Council owns or has a legal or beneficial right or interest in any aspect of the IP Material for any reason (including without limitation that no one Council can demonstrate that it independently supplied or created the relevant IP Material without the help of one or more of the other Councils), each of the Councils who contributed to the relevant IP Material will grant to all other Councils to this Agreement a non-exclusive, perpetual, non-transferable and royalty free licence to use and exploit such IP Material as if all the other Councils were the sole owner under the Copyright Design and Patents Act 1988 or any other relevant statute or rule of law.
- 27.4 Any entity or person who is at the date of this Agreement a party to this Agreement and who has licensed any Intellectual Property under this Agreement shall have a non-exclusive, perpetual right to continue to use the licensed Intellectual Property.

27. 5 Each Council warrants that it has or will have the necessary rights to grant the licences set out in clause 27.2 and 27.3 in respect of the IP Material to be licensed.

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

28. Language

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

29. Severability

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

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

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

30. Relationship of Parties

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

31. Third Party Rights

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

32. Entire Agreement

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

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

33. Law of Agreement or Jurisdiction

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

34. Discretion of the Councils

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

THE COMMON SEAL OF

[] Council

was affixed in the presence of

SIGNED BY

Duly authorised for and

on behalf of Welsh Local Government Association

in the presence of

Schedule 1 Constitution of the Joint Committee

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

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

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

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

Schedule 2 Terms of Reference of the NAS Combined Governance Board

Functions and responsibilities of the Combined Governance Board

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

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

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

Schedule 3 Notice Provisions

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

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

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

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

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

Carmarthenshire County Council
County Hall
Carmarthen
Carmarthenshire
SA31 1JP

Ceredigion County Council
Neuadd Cyngor
Ceredigion
Penmorfa
Aberaeron
Ceredigion
SA46 OPA

Conwy County Borough Council
Bodlondeb
Bangor Road
Conwy
LL32 8DU

Denbighshire County Council
County Hall
Wynnstay Road
Ruthin
LL15 1YN

Flintshire County Council
County Hall
Mold
CH7 6NB

Gwynedd Council
Council Offices
Shirehall Street
Caernarfon
LL55 1SH

Isle of Anglesey County Council
Council Offices
Llangefni
LL77 7TW

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

Monmouthshire County Council
PO Box 106
Caldicot
NP26 9AN

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

Newport City Council
Civic Centre
Godfrey Road
Newport
NP20 4UR

Pembrokeshire County Council
County Hall
Haverfordwest
Pembrokeshire
SA61 1TP

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

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

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

Torfaen County Borough Council
Civic Centre
Pontypool
Torfaen
NP4 6YB

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

Wrexham County Borough Council
The Guildhall
Wrexham
LL11 1AY

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

Schedule 4 Financial Memorandum

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

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

Schedule 5 Specified and Agreed Functions and Services

1 Service Vision

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

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

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

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

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

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

4 The Specified and Agreed Functions

- 4.1 The Specified and Agreed Functions are:

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

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

5 The Services

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

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

1 Objectives and Scope

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

2 Membership

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

3 Frequency of meetings

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

4 Accountability and communication

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

Schedule 7 Scheme of Functions Delegated to the Director of Operations

Part One

SCHEME OVERVIEW

1. Purpose

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

2. Arrangement of the Scheme of Delegation

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

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

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

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

4. Principles of Delegation

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

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

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

5. Variation, ownership and review of the scheme

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

Part Two

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

a. The Joint Committee

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

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

b. The Combined Governance Board

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

c. Regional Collaboratives

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

d. The Director of Operations

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

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

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

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

Strategic Direction and Business Planning

The Director of Operations is responsible for:

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

Financial Management, Commissioning, Propriety and Value for Money

The Director of Operations is responsible for:

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

Risk Management and Assurance

The Director of Operations is responsible for:

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

Information and Information Governance

The Director of Operations is responsible for:

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

Dispute Resolution

The Director of Operations is responsible for:

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

Regional Arrangements and Regional Collaboratives

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

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 5



CABINET

Date of Meeting	Tuesday, 15 th March, 2022
Report Subject	Revenue Budget Monitoring 2021/22 (Month 10)
Cabinet Member	Cabinet Member for Finance, Social Value and Procurement
Report Author	Corporate Finance Manager
Type of Report	Operational

EXECUTIVE SUMMARY

This monthly report provides the latest detailed revenue budget monitoring position in financial year 2021/22 for the Council Fund and Housing Revenue Account and presents the position, based on actual income and expenditure, as at Month 10.

This latest position reflects additional grant funding received from Welsh Government (WG) which has contributed to a significant increase in the operating surplus. This includes additional Social Care funding for winter pressures of £2.167m together with additional grant funding for Children's services from WG grants of £0.292m.

This report projects how the budget would stand at the close of the financial year without any further actions to reduce cost pressures and/or increase efficiencies and income received, and is as follows:

Council Fund

- An operating surplus of (£4.604m), which is a favourable movement of (£3.067m) from the surplus figure of (£1.537m) reported at Month 9.
- A projected contingency reserve balance available as at 31st March, 2022 of £5.973m (after taking account of the 2021/22 NJC pay award and the increased contribution to the Emergency Reserve agreed as part of the 2022/23 Budget)

Housing Revenue Account

- Net in-year revenue expenditure forecast to be £0.382m higher than budget
- A projected closing balance as at 31st March, 2022 of £4.035m

To assist with managing risks and maximising available resources, the review of non-essential spend and a vacancy management process continues.

RECOMMENDATIONS

1	To consider the report and the estimated financial impact on the 2021/22 budget.
2	To approve the carry forward requests included in paragraph 1.23.

REPORT DETAILS

1.00	EXPLAINING THE REVENUE BUDGET MONITORING 2021/22												
1.01	<p>Council Fund Projected Position</p> <p>The projected year end position, without mitigation to reduce cost pressures and improve the yield on efficiency planning, is as follows:</p> <ul style="list-style-type: none">• An operating surplus of (£4.604m)• A projected contingency reserve available balance as at 31 March 2022 of £5.973m (after taking account of the impact of the 2021/22 NJC pay award and the increased contribution to the Emergency Reserve agreed as part of the 2022/23 Budget). <p>The significant movement at Month 10 is in the main, as a result of additional Social Care funding for Winter pressures being confirmed late in the financial year by Welsh Government (WG) of £2.167m, together with additional grant funding criteria being updated by WG within Children’s Services of £0.292m.</p> <p>To assist with managing risks and maximising available resources, the review of non-essential spend and a vacancy management process continues.</p> <p>Our ability to mitigate financial risks arising from the pandemic largely depends on the continuation of funds for hardship and income loss by Welsh Government which has previously been confirmed to March 2022, although does include some changes to eligibility criteria.</p>												
1.02	<p>Table 1. Projected Position by Portfolio</p> <p>The table below shows the projected position by portfolio:</p> <table><tr><th>Portfolio/Service Area</th><th>Approved Budget £m</th><th>Projected Outturn £m</th><th>In-Year Over / (Under) spend £m</th></tr><tr><td>Social Services</td><td>70.640</td><td>67.788</td><td>(2.851)</td></tr><tr><td>Out of County Placements</td><td>12.921</td><td>13.809</td><td>0.888</td></tr></table>	Portfolio/Service Area	Approved Budget £m	Projected Outturn £m	In-Year Over / (Under) spend £m	Social Services	70.640	67.788	(2.851)	Out of County Placements	12.921	13.809	0.888
Portfolio/Service Area	Approved Budget £m	Projected Outturn £m	In-Year Over / (Under) spend £m										
Social Services	70.640	67.788	(2.851)										
Out of County Placements	12.921	13.809	0.888										

	Education & Youth	9.058	8.527	(0.531)
	Schools	101.923	101.923	0.000
	Streetscene & Transportation	31.517	32.247	0.729
	Planning Env & Economy	6.160	5.650	(0.510)
	People & Resources	4.571	4.339	(0.231)
	Governance	10.223	9.685	(0.538)
	Strategic Programmes	4.648	4.609	(0.039)
	Housing & Assets	14.410	13.678	(0.731)
	Chief Executive	2.353	2.210	(0.142)
	Central & Corporate Finance	29.033	28.387	(0.646)
	Total	297.457	292.853	(4.604)

1.03	The reasons for the favourable net movement of (£3.067m) from the previous month are shown in Appendix 1. The reasons for the overall projected variances are summarised within Appendix 2 showing the detail of all variances over £0.050m and a summary of minor variances for each portfolio.
	Significant Movements from Month 9
1.04	<p>Social Services (£2.958m)</p> <p>The favourable movement in the projected overspend relates to :</p> <ul style="list-style-type: none"> • Reduced current demand for services in Older People Services (£0.0159m) • Net impact of changes to care packages within Adults of Working Age Services (£0.052m) • Grant funding used to offset expenditure within Children's Services (£0.292m) • Revised provision set aside in 2020/21 for the refund of historic over charges within Charging Policy income resulting in a favourable movement (£0.253m) • Receipt of a Welsh Government Grant for Winter Pressures and Social Services overspending of (£2.167m) <p>Minor variances across the Portfolio account for the remainder (£0.035m).</p> <p>The Social Services portfolio underspend of £2.851m is being significantly supported by one off in-year grant funding from Welsh Government.</p> <p>In particular there have been two substantial Welsh Government Grants which are offsetting costs which would usually be funded from the revenue budget. This includes £1.495m from the Covid Recovery Grant and an award of £2.167m funding in relation to Local Authority social care</p>

	pressures. Without this funding Social Services would be reporting an overspend position of £0.811m.
1.05	<p>Education & Youth (£0.062m)</p> <p>The favourable movement is due to the payments to maintained and non-maintained settings in January being lower than previously anticipated. Future projections to March, 2022 have been adjusted accordingly (£0.032m).</p> <p>Minor variances across the Portfolio account for the remainder (£0.029m).</p>
1.06	<p>Governance £0.155m</p> <p>The movement follows the approval of the carry forward requests that were incorporated in the Month 9 report for Democratic Services, Customer Services and Internal Audit, and includes a further carry forward request in Month 10 for the Revenues Service (para 1.24 refers).</p>
1.07	<p>Housing & Assets (£0.115m)</p> <p>The movement follows a further increase in Housing Support Grant internal allocations (£0.030m) together with a revised phasing of costs associated with the development of the Queensferry Travellers site (£0.031m).</p> <p>Minor variances across the Portfolio account for the remaining (£0.053m).</p>
1.08	<p>Planning Economy & Environment (£0.084m)</p> <p>The favourable movement follows higher than anticipated Planning fees received at Month 9 and projected forward to financial year end (£0.031m), together with commitment challenge across the Portfolio (£0.033m).</p> <p>Minor variances across the Portfolio account for the remainder (£0.020m).</p>
1.09	<p>Tracking of In-Year Risks and Emerging Issues</p> <p>Members were made aware when setting the budget that there were a number of open risks that would need to be kept under close review. An update on these is provided below.</p>
1.10	<p>Council Tax Income</p> <p>93.72% of Council Tax has been collected up to Month 10, being an increase of 0.64% compared to 2020/21, although this is still 0.72% below pre-pandemic 2019/20 levels.</p> <p>It is expected that in-year collection rate outturn for 2021/22 will be around 97.6% by 31st March 2022.</p>
1.11	Pay Award (Teacher and Non Teacher)

	<p>Based on the UK Government position on public sector pay no general provision was included in the 2021/22 budget other than funding to reflect the intention to provide for those staff earning less than £0.024m.</p> <p><u>NJC (Green Book)</u></p> <p>National negotiations are now concluded and the offer by Employers of a 1.75% uplift has been accepted. This adds a further £0.261m to the pay bill for schools and £0.990m for non-schools. In the absence of any further funding being made available this will need to be met from the Contingency Reserve and has already been built into the base budget from 2022/23.</p> <p><u>Teachers</u></p> <p>The September 2021 national pay award for Teachers has previously been confirmed at 1.75% which adds a further £0.737m to the pay bill for schools in 2021/22, with the full year impact in 2022/23 being £1.282m. The Minister for Education in announcing the pay award, also confirmed additional funding of £6.4m across Wales to support the cost of the pay award in schools. The Council's share of the allocation was £0.304m for schools and £0.019m for Post 16. This additional funding will fund the pay award in part and as in previous years the Council will share the shortfall in costs in 2021/22 of £0.414m equally with schools. In addition, centrally funded Teachers Pay totals £0.018m and the overall Council Fund commitment is now reflected in Appendix 4.</p>
1.12	<p>Council Tax Reduction Scheme</p> <p>Based on current demand, costs are currently projected to be significantly below budget although the position continues to be monitored closely following recent changes to Universal Credit and the UK Government furlough scheme ending. The expected increase in caseload/uptake of the schemes hasn't materialised up to the end of January, resulting in a projected underspend of (£0.293m) within the overall Benefits service at Month 10. However, it remains under close scrutiny in the event of possible future rapid growth.</p>
1.13	<p>Social Care Grant Funding</p> <p>In November, Welsh Government announced additional funding for Social Care and Health totalling £42.72m across Wales. The grant will support Children's Services, Integrated Health and Social Care, unpaid carer direct payments, early intervention and prevention, along with improved advertising and recruitment for social care. This has subsequently increased the Social Care Recovery Fund 2021-22 allocation for the Council from £1.733m to £2.772m.</p> <p>Furthermore, Welsh Government have recently confirmed that £50m across Wales has been approved for Social Care winter pressures, which will result in an allocation of £2.167m for the Council and this is now reflected within the Month 10 outturn figures for Social Services.</p>

1.14	<p>Increase in the Local Government Settlement 2021/22</p> <p>Welsh Government have recently announced an additional £50m for Local Government across Wales in 2021/22. The increase is intended to displace expenditure met through the Council's own resources during the year (i.e. council tax or fees and charges) to enable more flexibility in managing pressures, this year or in the future. The impact of this will be reported in future monitoring reports once further details are received.</p>
1.15	<p>Other Tracked Risks</p> <p>In addition, there are a number of risks being tracked that may be subject to change and these are summarised below:</p>
1.16	<p>Medium Term Financial Strategy (MTFS) Impact</p> <p>A balanced budget for 2022/23 was approved by Council on 15 February 2022. The focus will now need to turn to the financial year 2023/24 and beyond, particularly in view of the indicative settlements provided by Welsh Government.</p> <p>A high level estimate of initial cost pressures of £15m was advised to members within the 2022/23 budget report. This will now be refined and reported back to members alongside a strategy for addressing the additional budget requirement.</p> <p>All Portfolios will continue to consider their financial position, the risks within their service and the impacts over the Medium Term on a monthly basis as part of their Portfolio Management Team meetings.</p>
1.17	<p>Out of County Placements</p> <p>There continues to be significant pressure on this volatile budget arising from the full year impacts of new placements made during 2020/21, including several new high cost placements which were agreed in March after the budget for 2021/22 had been set.</p> <p>A total contribution of £0.650m has now been made from the Social Care Recovery Fund which leaves a projected overspend of £0.888m for the remainder of the year. However, this is likely to increase with another 2 months of the year remaining.</p>
1.18	<p>Homelessness</p> <p>There is a risk that demands on the service will continue to increase with the impacts of removal of restrictions on landlords to seek repossessions.</p> <p>In addition, the economic impacts on residents in the rented sector and owner occupiers following the end of the furlough scheme continue to cause concern.</p> <p>There is additional support in place with strategic use of the increased Housing Support Grant funding, but this may still not be sufficient.</p>

1.19	<p>Storm Damage</p> <p>Costs associated with damage and subsequent clear up from the recent storms of Dudley, Eunice and Franklin will be assessed and reported in future monitoring reports.</p>
1.20	<p>Achievement of Planned In-Year Efficiencies</p> <p>The 2021/22 budget contains £2.363m of specific efficiencies which are tracked and monitored throughout the year. In 2020/21 the level of efficiency achievement was 100% which was an improvement on the 90% achieved during the previous year. The Council aims to achieve a 95% rate in 2021/22 as reflected in the MTFS KPI's.</p> <p>The current assessment of the efficiencies to be achieved in 2021/22 shows that 100% of the efficiencies will be achieved. The risk remains that any under-achievement of efficiencies will have a negative impact on future budgets. Further details on the current status of efficiencies can be seen in Appendix 3.</p>
1.21	<p>Emergency Funding</p> <p>The Local Government Hardship fund was initially allocated £206.6m to support local government for the first six months of 2021-22 in the Welsh Government Final Budget 2021-22. In addition £23.3m was allocated to support free school meals during the school holidays.</p> <p>A further £97.5m has subsequently been allocated until the end of the financial year based on spend patterns to date, any changes to policy approaches (for example tapering of social care uplifts and void payments) and the current alert level. In addition three new allocations to the fund have recently been confirmed - £38m for winter fuel support, £0.600m for Community hubs and £2m for homelessness support (Homelessness Prevention Fund). The £2m has been added to specifically provide a top up to the discretionary homelessness prevention funds currently utilised by the Council.</p> <p>The Principles and Guidance for the Hardship Fund were revised by WG from 1st October with changes impacting on eligibility for various service areas including schools costs and additional waste tonnages (reduced to 50%). Costs for additional cover where staff are off sick due to COVID or self-isolating and vehicle costs due to social distancing are all now eligible until the end of 2021/22. Any potential significant impacts of the changes will be reflected in future reports, although where able mitigating actions will be put in place.</p> <p>During 2021/22 to date, additional cost claims for April to January have totalled £9.376m and Quarters 1 to 3 Income Loss claims were £2.071m (which include claims for Aura, Newydd and Cambrian Aquatics).</p>

1.22	<p>Unearmarked Reserves</p> <p>The final level of Council Fund Contingency Reserve brought forward into 2021/22 was £5.973m as detailed in the 2020/21 outturn report. However, this increased to £6.444m when taking account of the budgeted contribution to Reserves in the 2021/22 budget. This is the amount available for general purposes following the set-aside of £3.0m for a COVID-19 Emergency Funding.</p> <p>However, there will be a requirement to meet the unfunded impacts of the pay awards from the Contingency Reserve as detailed in para 1.11 following the outcome of the national pay award negotiations.</p> <p>The £3m emergency ring-fenced fund would have an amount of £1.826m remaining after allowing for currently known ineligible items. However, there are still a number of holding items and income loss claims still being considered by the Grants Panel. The 2022/23 budget approved in February included a top up of £3.250m to this Reserve to safeguard against the cessation of the Welsh Government Hardship Fund.</p> <p>Taking into account the projected in-year position and previously agreed allocations the amount remaining within the Contingency Reserve is £5.973m (after taking account of the impact of the 2021/22 NJC pay award and the Emergency Reserve top-up) (See Appendix 4).</p>
1.23	<p>Request for Carry Forward of Funding</p> <p><u>Governance</u></p> <p>Revenues Service – carry forward of £0.334m which is comprised of an in-year underspend together with a recent receipt of £0.157m of additional grant for the administration of the latest round of grants during Quarter 4.</p> <p>The Service is still in the process of working through COVID recovery whilst seeking to increase collection rates and recover unpaid debts across all areas. In addition to this, the service continues to deliver COVID emergency business grants in partnership with Welsh Government.</p> <p>The service continues to see unprecedented demand, especially at a time when the economic outlook is uncertain with the significant rise in energy costs, household bills and the removal of the Universal Credit uplift as well as expected rises in National Insurance contributions from April. These factors will undoubtedly impact on collection rates over the next 2-3 years. Resource levels have been increased during 2021/22 and are likely to increase even further in 2022/23, to meet the demand in dealing with normal operations that have been deferred in 2021/22 with the focus on the successful delivery of Business Grants.</p> <p>To provide future financial resilience in 2022/23 and to further mitigate future uncertainties around falling bailiff fee income, the request for approval of the carry forward of £0.334m is necessitated.</p>

	<p><u>Housing & Assets</u></p> <p>The Carelink service is currently expected to achieve an underspend of circa £0.100m. This is due mainly to the amount of Housing Support Grant (HSG) being allocated internally from within an overall increase in the WG grant allocation. There is an imminent requirement for the service to switchover to digital technology which will need phased investment over the next 2 years. It is requested that the estimated underspend of £0.100m in 2021/22 be carried forward to facilitate funding of some of the costs of this necessary technological service development. The switchover to digital technology will need phased investment in 2023/24 and 2024/25 to ensure all alarms have been upgraded before the end of 2025.</p>
1.24	<p>Housing Revenue Account</p> <p>The 2020/21 Outturn Report to Cabinet on 13 July 2021 showed an un-earmarked closing balance at the end of 2020/21 of £5.039m and a closing balance of earmarked reserves of £1.869m.</p>
1.25	<p>The 2021/22 budget for the HRA is £37.825m which includes a movement of £0.566m to reserves.</p>
1.26	<p>The monitoring for the HRA is projecting in year expenditure to be £0.382m higher than budget and a closing un-earmarked balance as at 31 March 2022 of £4.035m, which at 10.57% of total expenditure satisfies the prudent approach of ensuring a minimum level of 3%. Appendix 5 provides further detail.</p>
1.27	<p>The favourable movement (£0.056m) at Month 10 is as a result of :</p> <ul style="list-style-type: none"> • Estate Management - Movement in projected salary costs £0.015m. Allocation of grant funding of (£0.035m). Other minor variances of (£0.025m) • Repairs and Maintenance - A positive movement of (£0.041m) from previous month. (£0.011m) in relation to salary savings, (£0.037m) positive variance relating to material offsetting the unachieved income of £0.008m. Other minor variances of (£0.001m). <p>Minor variances of £0.010m account for the remainder.</p>
1.28	<p>The budget contribution towards capital expenditure (CERA) is £13.442m.</p>

2.00	RESOURCE IMPLICATIONS
2.01	As set out within the report.

3.00	IMPACT ASSESSMENT AND RISK MANAGEMENT
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3.01	The Revenue Budget Monitoring Report reflects the three categories of risks covered in the main section of the report. These are in-year risks and emerging issues, achievement of planned in-year efficiencies and other tracked risks. These risks are included from paragraph 1.04 to 1.19.
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4.00	CONSULTATIONS REQUIRED/CARRIED OUT
4.01	None specific.

5.00	APPENDICES
5.01	Appendix 1: Council Fund – Movement in Variances from Month 9 Appendix 2: Council Fund – Budget Variances Appendix 3: Council Fund – Programme of Efficiencies Appendix 4: Council Fund – Movement on Un-earmarked Reserves Appendix 5: Housing Revenue Account Variances

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	Various budget records.

7.00	CONTACT OFFICER DETAILS
7.01	Contact Officer: Dave Ledsham Strategic Finance Manager Telephone: 01352 704503 E-mail: dave.ledsham@flintshire.gov.uk

8.00	GLOSSARY OF TERMS
	<p>Budget: a statement expressing the Council's policies and service levels in financial terms for a particular financial year. In its broadest sense it includes both the revenue budget and capital programme and any authorised amendments to them.</p> <p>Council Fund: the fund to which all the Council's revenue expenditure is charged.</p> <p>Financial Year: the period of twelve months commencing on 1 April.</p> <p>Housing Revenue Account: the Housing Revenue Account (HRA) is a local authority account showing current income and expenditure on housing services related to its own housing stock. The account is separate from the Council Fund and trading accounts and is funded primarily from rents and government subsidy.</p>

	<p>Intermediate Care Fund: Funding provided by Welsh Government to encourage integrated working between local authorities, health and housing.</p> <p>Projected Outturn: projection of the expenditure to the end of the financial year, made on the basis of actual expenditure incurred to date.</p> <p>Reserves: these are balances in hand that have accumulated over previous years and are held for defined (earmarked reserves) and general (general reserves) purposes. Councils are required to regularly review the level and purpose of their reserves and to take account of the advice of the Chief Finance Officer.</p> <p>Revenue: a term used to describe the day-to-day costs of running Council services and income deriving from those services. It also includes charges for the repayment of debt, including interest, and may include direct financing of capital expenditure.</p> <p>Variance: difference between latest budget and actual income or expenditure. Can be to date if reflecting the current or most up to date position or projected, for example projected to the end of the month or financial year.</p> <p>Virement: the transfer of budget provision from one budget head to another. Virement decisions apply to both revenue and capital expenditure heads, and between expenditure and income, and may include transfers from contingency provisions. Virements may not however be approved between capital and revenue budget heads.</p>
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Mae'r dudalen hon yn wag yn bwrpasol

Budget Monitoring Report
Council Fund Variances

MONTH 10 - SUMMARY

Service	Movement between Periods (£m)	Narrative for Movement between Periods greater than £0.025m
Social Services		
Older People		
Localities	-0.093	There has been a (£0.042m) decrease in residential care cost projections due to an increase in projected Continuing Healthcare Funding and increased client contributions. The has been £0.027m increase to the underspend for domiciliary care and Direct Payments. Workforce costs are projected (£0.011m) than last month as vacancies still cannot be filled. Minor Adaptations have decreased by (£0.010m) due to increased DFG contributions. £0.003m minor variances.
Resources & Regulated Services	-0.066	There have been reductions in Homecare (£0.020) and Extra Care (£0.018m) due to expected workforce costs which are related to the number of hours of care which can be provided. Residential Care has reduced by (£0.017m) due to increased client contributions. Day centre costs have reduced by (£0.011m).
Adults of Working Age		
Resources & Regulated Services	0.092	This is due to net changes in care packages due to care needs
Children to Adult Transition Services	-0.026	Some funds held on Direct Payment accounts have been refunded to the Council
Supporting People	-0.035	Additional in-year grant is expected
Residential Placements	-0.103	An expensive care package has temporarily ended whilst the service user is in hospital. A new placement is likely to start but will not be until the new financial year.
Minor Variances	0.020	
Children's Services		
Professional Support	-0.292	An additional £0.200m in-year grant funding has been able, through greater flexibility of terms conditions, to offset previously reported costs. Direct Payment refunds of (£0.092m) are expected.
Minor Variances	-0.031	
Safeguarding & Commissioning		
Charging Policy income	-0.253	Return of the balance of a provision set aside in 20/21 for the refunding of historic overcharges.
Management & Support	-2.162	Welsh Government have provided an additional in-year grant for £2.167m for Winter Pressures and Social Services overspends.
Minor Variances	-0.009	
Total Social Services (excl Out of County)	-2.958	
Out of County		
Children's Services	-0.026	Net impact of a recently ended high cost placement less a change of placement at higher cost
Education & Youth	0.054	Mostly due to a number of new placements
Total Out of County	0.028	
Education & Youth		
School Improvement Systems	-0.032	Favourable movement due to Jan 2022 payments to maintained and non-maintained settings being lower than anticipated. February and March projected spend has also been reduced.
Minor Variances	-0.029	
Total Education & Youth	-0.062	
Schools	-0.000	
Streetscene & Transportation		
Impact of Covid-19		
Other Minor Variances	-0.021	
Total Streetscene & Transportation	-0.021	
Planning, Environment & Economy		
Business	-0.033	Commitment challenge across the service and minor variances each less than £0.010m
Regeneration	-0.024	
Management & Strategy	-0.031	Favourable variance following Quarter 3 review of the Portfolios Bad Debt Provision
Minor Variances	-0.020	
Total Planning & Environment	-0.084	
People & Resources		
HR & OD	-0.008	
Corporate Finance	0.001	
Total People & Resources	-0.007	
Governance		
Democratic Services	0.016	Movement follows agreed Carry Forward Request £0.015m at period 09
Internal Audit	0.027	Movement follows agreed Carry Forward Request £0.035m at period 09 mitigated by minor favourable variances
ICT	-0.064	Movement follows the receipt of WG Local Full Fibre Network Grant £0.064m
Customer Services	0.015	Movement follows agreed Carry Forward Request £0.020m at period 09 mitigated by minor favourable variances
Revenues	0.164	Movement is the net of carry forward request £0.334m and the in year projected underspend; together with additional COVID Admin Grant £0.158m and £0.056m backdated Summons Costs overcharged received in Month 10
Minor Variances	-0.002	
Total Governance	0.155	
Strategic Programmes		
Minor Variances	0.002	
Total Strategic Programmes	0.002	
Housing & Assets		
Housing Solutions	-0.030	Increased Housing Support Grant internal allocations
Housing Programmes	-0.031	Revised phasing of costs associated with development of Queensferry traveller site
Impact of Covid-19	-0.001	
Minor Variances	-0.053	
Total Housing & Assets	-0.115	
Chief Executive's	0.021	
Impact of Covid-19		
Central & Corporate Finance	-0.026	At Month 10 projected favourable variance of £0.020m on MRP position, minor favourable movements each less than £0.025m
Grand Total	-3.067	

Mae'r dudalen hon yn wag yn bwrpasol

Budget Monitoring Report
Council Fund Variances

MONTH 10 - SUMMARY

Service	Approved Budget (£m)	Projected Outturn (£m)	Annual Variance (£m)	Impact of Covid-19 (£m)	Last Month Variance (£m)	Cause of Major Variances greater than £0.050m	Action Required
Social Services							
Older People							
Localities	19.310	19.078	-0.232		-0.139	The net cost of residential care is reporting an overspend of £0.318m. This includes the cost of residential care placements net of the income received for this service, such as property charges and contributions from Health. Day care provision is £0.033m under budget and is not resuming until safe to do so. Domiciliary and Direct Payments are reporting an underspend of £0.323m. The Localities workforce budget is underspent by £0.147m, significant recruitment and retention challenges mean that there are several vacancies which are currently unable to be recruited to. The Minor Adaptation budget is £0.023 below budget based on current demand and the Sensory Service Level Agreement budget is £0.025m underspent.	
Resources & Regulated Services	8.627	8.124	-0.503		-0.437	The Councils in-house care provision is projected to underspend by £0.446m. Day care is underspent by £0.029m, day centres are closed and will only reopen once safe to do so. Homecare is £0.049m overspent, demand for the service is high, but there are also challenges recruiting staff. Residential care is expected to underspend by £0.429m. Extra Care is underspent by £0.073m.	
Impact of Covid-19	0.000	0.004	0.004	0.004	0.004		
Minor Variances	1.235	1.204	-0.031		-0.030		
Adults of Working Age							
Resources & Regulated Services	26.894	27.339	0.445		0.353	The overspend is the cost of social care packages for people with learning or physical impairments. These costs include nursing and residential care, domiciliary care and Direct Payments, which are required to meet their assessed needs.	
Children to Adult Transition Services	0.503	0.437	-0.067		-0.040	This represents the costs of care packages for young people who have transferred from Children's Services to Adult Social Care. Care packages can comprise of homecare, supported living, residential care and Direct Payments.	
Professional and Administrative Support	0.329	0.234	-0.096		-0.093	Not all staff are paid top of grade and some staff are seconded from this service.	
Supporting People	-0.323	-0.378	-0.055		-0.020	Additional in-year grant has been received this year.	
Residential Placements	1.791	2.067	0.276		0.379	The overspend is due to the cost of social care for people supported by the Mental Health service. These costs include nursing and residential care, domiciliary and Direct Payments.	
Minor Variances	3.766	3.710	-0.056		-0.080		
Children's Services							
Grants	0.268	0.209	-0.059		-0.060	In-year grant awards have allowed for some costs usually funded from revenue budget to be funded from grant instead.	
Legal & Third Party	0.210	0.496	0.286		0.299	Legal costs are overspent due to the number of cases going through the courts and use of some external legal professionals. Direct Payments have also increased in demand.	

Budget Monitoring Report
Council Fund Variances

MONTH 10 - SUMMARY

Service	Approved Budget (£m)	Projected Outturn (£m)	Annual Variance (£m)	Impact of Covid-19 (£m)	Last Month Variance (£m)	Cause of Major Variances greater than £0.050m	Action Required
Residential Placements	0.549	0.376	-0.173		-0.175	This is an in-year underspend associated with the opening of a registered Childrens Home within Flintshire, in-year grant funding from the Young People and Children's Services Transformation Fund is being used to offset start-up costs.	
Professional Support	5.387	5.501	0.114		0.406	To support adequate levels of child protection, the established staffing structure needs to be at a sufficient level to meet mandatory safeguarding standards. Vacancies try to be minimised, however current recruitment and retention challenges have meant vacancies are required to be covered in alternative ways. Welsh Government have allowed for more flexible use of grants this year and use of these grants has helped to minimise this overspend.	
Minor Variances	3.543	3.539	-0.004		0.016		
Safeguarding & Commissioning							
Charging Policy income	-3.104	-3.345	-0.241		0.012	In 2020/21 a provision was set up to refund some historic over charges. The refunding of the overpayments has almost been completed and it is expected that £0.258m will not be required from the provision set aside and this will be drawn down into the revenue budget before the end of the financial year.	
Management & Support	-2.502	-4.656	-2.155		0.007	There has been an additional grant for £2.167m provided to Flintshire for Winter Pressures and Social Care Overspend. Due to the timing of this grant it is unlikely that this grant will be able to spent on additional services and will instead offset costs already incurred, which reduces the overall spend of the portfolio significantly.	
Impact of Covid-19	0.000	-0.300	-0.300	-0.300	-0.300		
Minor Variances	4.155	4.151	-0.004		0.004		
Total Social Services (excl Out of County)	70.640	67.788	-2.851	-0.294	0.107		
Out of County							
Children's Services	8.417	9.293	0.876		0.902	The projected overspend reflects the costs of the current cohort of placements with the budget pressure being influenced by the full year impacts in 2021/22 of a number of new placements made in the second half of 2020/21. This has continued in 2021/22 with a further influx of new placements. The true pressure level has also been partly mitigated by an allocation of £0.650m of one-off grant income from the Welsh Government Social Care recovery fund.	
Education & Youth	4.504	4.516	0.012		-0.042		
Total Out of County	12.921	13.809	0.888	0.000	0.860		
Education & Youth							

Budget Monitoring Report
Council Fund Variances

MONTH 10 - SUMMARY

Service	Approved Budget (£m)	Projected Outturn (£m)	Annual Variance (£m)	Impact of Covid-19 (£m)	Last Month Variance (£m)	Cause of Major Variances greater than £0.050m	Action Required
Inclusion & Progression	4.475	4.385	-0.090		-0.071	Underspend due to in year savings identified within the MEAG service, £0.040m. The grant for 2021-22 was double the amount than the previous year. This additional funding has been used to recruit temporary posts, resulting in the core budget being underspent. The Education Psychology service underspend of £0.020m relates to in year salary savings. The additional £0.030m underspend has arisen from reducing projected spend by offsetting against late grants being confirmed.	
Integrated Youth Provision	1.018	1.018	0.000		-0.121	Due to savings on building cleaning charges at Youth Centres which have been closed due to the COVID-19 pandemic	
School Improvement Systems	1.823	1.596	-0.228		-0.195	The underspend within the School Improvement service is as a result of maximising the Post 16 grant and reducing projected spend. The underspend in the Early Entitlement service includes the maximisation of the EYPDG by allocating existing staff against the grant of £18,500. An efficiency of £0.100m has been identified in relation to the WG top-up funding for non-maintained settings, releasing core budget of £0.095m and setting resources mitigated by using the RRRS grant. A £0.050m contingency has been left within the budget to cover any increased Spring Term 2022 costs.	
Business Change & Support	0.442	0.391	-0.051		-0.050	Savings on salaries and software costs	
Minor Variances	1.299	1.138	-0.161		-0.032	Cumulative variances across the portfolio	
Total Education & Youth	9.058	8.527	-0.531	0.000	-0.469		
Schools	101.923	101.923	0.000		0.000		
Streetscene & Transportation							
Service Delivery	8.696	8.955	0.259		0.245	The service has a recurring revenue pressure of £0.050m for security costs following vandalism at the Household Recycling Centres. Plant hire and repairs incurring additional costs of £0.050m, which is attributable to aging plant and equipment. Street lighting is also incurring a £0.095m revenue pressure on the Community/Town Council Income Budget. Remaining £0.060m is related to high sickness levels.	
Highways Network	7.899	8.084	0.185		0.200	There have been significant costs in the region of £0.115m following Storms Arwen and Barra for the clean-up and for making the highways network safe. The highways service area has also incurred an overspend in excess of £0.050m in staffing costs relating to flooding and drainage costs. There are also cumulative minor variances totalling £0.037m across the service, including some additional staff recharges.	

Budget Monitoring Report
Council Fund Variances

MONTH 10 - SUMMARY

Service	Approved Budget (£m)	Projected Outturn (£m)	Annual Variance (£m)	Impact of Covid-19 (£m)	Last Month Variance (£m)	Cause of Major Variances greater than £0.050m	Action Required
Transportation	9.750	9.768	0.018		0.030	Local bus service subsidy incurred a revenue pressure of: £0.100m as a result of the Service 5 repurchase following withdrawal by the commercial operator and £0.100m for the implementation of the Deeside Shuttle Bus Service at the new DIP Park and Ride. Also, additional costs incurred of £0.100m in School Transport due to 5 emergency routes at Maes Hyfryd and 4 new PRU routes. The overspend is also attributable to the increased number of school days, 7 days as opposed to budgeted 5 additional school days. The total additional costs have been largely offset by a projected underspend in Social Services Transport as not all services have returned to full operation following the pandemic. However, this underspend could significantly reduce once services start to resume.	
Regulatory Services	5.173	5.159	-0.014		-0.006	Car parking income currently reflects a loss of £0.229m, through maximising eligible funding from the WG Income Loss fund. The service has also incurred savings in recruitment and maintenance costs of parking machines. The overall overspend has been largely offset by favourable market rates for the sale of recyclable materials, but the markets remain volatile and uncertain.	
Impact of Covid-19	0.000	0.281	0.281	0.281	0.281	Service Delivery has a recurring revenue pressure of £0.050m for additional cleaning and maintenance costs in Alltarni depot as a result of the pandemic. Waste operations are showing additional costs of £0.045m in receptacles due to higher demand in waste collections as an effect of people working from home. This service area is also experiencing an additional revenue pressure of £0.090m in plant hire, maintenance and repairs. Additional costs of £0.090m incurred in contractors spend and Traffic Management, as the service was unable to provide the required training and has also faced recruitment delays during the Covid-19 Pandemic.	Continue to maximise WG Hardship Funding to 31/03/2022.
Total Streetscene & Transportation	31.517	32.247	0.729	0.281	0.751		
Planning, Environment & Economy							
Business	1.793	1.716	-0.077		-0.044	Staff savings from vacant posts and commitment challenge across the Service.	
Community	0.878	0.978	0.100		0.099	Adverse variance due to the shortfall in Fee Income in both Licensing and Pest Control Services	
Development	0.019	-0.293	-0.312		-0.299	Favourable variance due to higher than anticipated fee income in Planning and Land Charges.	
Access	1.309	1.362	0.053		0.033	The adverse variance results from historic income targets not able to be met currently; additional staff time and minor variances across the service each less than £0.010m	
Regeneration	0.721	0.635	-0.085		-0.062	Minor favourable variances across the service	
Management & Strategy	1.311	1.112	-0.199		-0.168	Staff savings due to vacant posts	
Minor Variances	0.130	0.140	0.010		0.014		
Total Planning & Environment	6.160	5.650	-0.510	-0.000	-0.426		

Budget Monitoring Report
Council Fund Variances

MONTH 10 - SUMMARY

Service	Approved Budget (£m)	Projected Outturn (£m)	Annual Variance (£m)	Impact of Covid-19 (£m)	Last Month Variance (£m)	Cause of Major Variances greater than £0.050m	Action Required
People & Resources							
HR & OD	2.465	2.318	-0.147		-0.139	Favourable variance is due to the projected income from the agreed recharge for overheads claimed for the Test, Trace & Protect Project for hosting the service on behalf of the region to March, 2022.	
Corporate Finance	2.106	2.022	-0.085		-0.085	Staff savings due to vacant posts	
Total People & Resources	4.571	4.339	-0.231	-0.000	-0.224		
Governance							
Democratic Services	2.125	2.065	-0.059		-0.075	The majority of the variance relates to the reduced take up of Members Allowances and savings from travel expenses due to remote meetings, together with commitment challenge across the service.	
Customer Services	1.020	0.940	-0.080		-0.095	Favourable variance is due to higher than anticipated fee income levels resulting from the resumption of Ceremonies following the relaxation of COVID restrictions.	
Revenues	0.475	0.217	-0.259		-0.422	Favourable variance is in the main, due to the projected potential surplus on the Council Tax Collection Fund (£0.265m), Welsh Government Lockdown Admin Grant and minor variances across the service - reduced by Carry Forward Request £0.334m at period 10.	
Minor Variances	6.603	6.463	-0.140		-0.101		
Total Governance	10.223	9.685	-0.538	0.000	-0.693		
Strategic Programmes							
Minor Variances	4.648	4.609	-0.039		-0.041		
Total Strategic Programmes	4.648	4.609	-0.039	0.000	-0.041		
Housing & Assets							
Caretaking & Security	0.242	0.174	-0.068		-0.072	Savings on staffing due to vacancies	
Industrial Units	-1.237	-1.467	-0.230		-0.230	Due to unbudgeted income received from a new lease at power generation site	
Benefits	12.850	12.564	-0.287		-0.268	Due to an underspend on the Council Tax Reduction Scheme with expected increase in uptake following ending of UK Government furlough scheme not yet materialising	
Housing Solutions	1.049	0.867	-0.182		-0.152	Mostly due to underspends on staffing due to vacancy savings and increase Housing Support grant internal allocations	
Minor Variances	1.505	1.540	0.036		0.105		
Total Housing & Assets	14.410	13.678	-0.731	0.000	-0.617		
Chief Executive's	2.353	2.210	-0.142		-0.164	Staff savings due to vacant posts	

Budget Monitoring Report
Council Fund Variances

MONTH 10 - SUMMARY

Service	Approved Budget (£m)	Projected Outturn (£m)	Annual Variance (£m)	Impact of Covid-19 (£m)	Last Month Variance (£m)	Cause of Major Variances greater than £0.050m	Action Required
Central & Corporate Finance	26.251	25.957	-0.294		-0.268	Over recovery of planned pension contributions recoupement against actuarial projections based on the current level of contributions received during the year. Projected outturn on Matrix Rebates and inflation pressures anticipated, but not required to date.	
Centralised Costs	2.783	2.430	-0.352		-0.352	Favourable variance due to the fixed electricity rate being set lower than current market levels and an overall reduction in consumption levels	
Grand Total	297.457	292.853	-4.604	-0.014	-1.537		

2021/22 Efficiencies Outturn Tracker - M10

Efficiency Description		Accountable Officer	Efficiency Target	Projected Efficiency	(Under)/Over Achievement	Efficiency Open/Closed (O/C)	Confidence in Achievement of Efficiency Based on (see below) R = High Assumption A = Medium Assumption G = Figures Confirmed
Portfolio			2021/22 £m	2021/22 £m	2021/22 £m		
Corporate							
Employer Pension Contributions	Reduced requirement due to recovery	Rachel Parry Jones	0.300	0.300	0.000	C	G
Workforce - Vacant Post	Reduction of Post	Rachel Parry Jones	0.030	0.030	0.000	C	G
Remote Working Impacts	Reduced Operating Costs	Rachel Parry Jones	0.070	0.070	0.000	C	G
Remote Working Impacts	Reduced Travel	All	0.200	0.200	0.000	C	G
Price Inflation	Removal of Price Inflation	Rachel Parry Jones	0.113	0.113	0.000	C	G
Total Corporate Services			0.713	0.713	0.000		
Housing & Assets							
Property Savings (inc Demolition of Phases 3&4; utility savings)		Neal Cockerton	0.450	0.450	0.000	C	G
NDR Inflationary Savings		Neal Cockerton	0.120	0.120	0.000	C	G
Climate Change Levy		Neal Cockerton	0.295	0.295	0.000	C	G
Total Housing & Assets			0.865	0.865	0.000		
Social Services							
Vacancy Management Saving	Appropriate Vacancy Management	Neil Ayling	0.030	0.030	0.000	C	G
Strategic Use of Grant Funding	Core Funding Replacement Solution	Neil Ayling	0.060	0.060	0.000	C	G
Social Care Workforce Grant		Neil Ayling	0.430	0.430	0.000	C	G
Total Social Services			0.520	0.520	0.000		
Education & Youth							
Integrated Youth Provision	Youth Centres - Premises	Claire Homard	0.020	0.020	0.000	O	G
Total Education & Youth			0.020	0.020	0.000		
Streetscene & Transportation							
Discretionary Transport Review - Post 16 Transport	Joint with Education	Katie Wilby	0.200	0.200	0.000	O	A
Total Streetscene & Transportation			0.200	0.200	0.000		
Planning, Environment & Economy							
Planning Policy	Reduction of Post	Andy Roberts	0.045	0.045	0.000	C	G
Total Planning, Environment & Economy			0.045	0.045	0.000		
Total 2021/22 Budget Efficiencies			2.363	2.363	0.000		

	%	£
Total 2021/22 Budget Efficiencies	100	2.363
Total Projected 2021/22 Budget Efficiencies Underachieved	0	0.000
Total Projected 2021/22 Budget Efficiencies Achieved	100	2.363
Total 2021/22 Budget Efficiencies (Less Previously agreed Decisions)	100	0.000
Total Projected 2021/22 Budget Efficiencies Underachieved	0	0.000
Total Projected 2021/22 Budget Efficiencies Achieved	0	0.000

Corporate Efficiencies Remaining from Previous Years

Income Target Remaining	£m	
Income Target Efficiency remaining from Previous Years	All Portfolios	0.041
Total Income Efficiency Remaining	0.041	(0.041)

Mae'r dudalen hon yn wag yn bwrpasol

Movements on Council Fund Unearmarked Reserves

	£m	£m
Total Reserves as at 1 April 2021	14.061	
Less - Base Level	(5.769)	
Total Reserves above base level available for delegation to Cabinet		8.292
Add - Transfer to Reserve Budget 2021/22		0.471
Add - Transfer from Earmarked Reserves (approved Month 5)		0.585
Less - COVID-19 Emergency Funding Allocation*		(2.317)
Less - Investment in Change (approved Month 2)		0.400
Less - Severe Weather (approved Month 2)		0.250
Less - Organisational Capacity Estimate (approved month 5)		0.103
Less - Childrens Services Social Work Costs (approved Month 5)		0.183
Less - Teachers Pay Award (after additional funding)		0.225
Add - Month 10 projected outturn		(4.604)
Less - national pay award increase		1.251
Less - Emergency Reserve top-up for Hardship Fund pressures		3.250
Total Contingency Reserve available for use		5.973

Mae'r dudalen hon yn wag yn bwrpasol

Budget Monitoring Report
Housing Revenue Account Variances

MONTH 10 - SUMMARY

Service	Revised Budget (£m)	Projected Outturn (£m)	Variance (£m)	Last Month Variance (£m)	Cause of Major Variance	Action Required
Housing Revenue Account						
Income	(37.259)	(36.998)	0.261	0.252	We are currently projecting a pressure of £0.261m due to loss of income in relation to vacant properties. Of this, £0.296m relates to void properties, £0.030m relates to the utilities charges on void properties and £0.076m relates to void garages. There is also a pressure of £0.084m relating to an assumed reduction in rental income on new build properties which were included in the Business Plan. We are forecasting a reduction in the requirement to top up the Bad Debt Provision of £0.203m. Additional Affordable Housing Grant allocation of £0.053m. There are other minor variances of £0.031m.	
Capital Financing - Loan Charges	8.047	8.047	0.000	0.000		
Estate Management	1.931	1.841	(0.090)	(0.045)	Additional net expenditure relating to agency staff £0.032m which is offset by grant of £0.035m. Savings in respect of court costs of £0.027m. Other minor variances across the service totalling £0.060m.	
Landlord Service Costs	1.469	1.556	0.087	0.077	Additional cost in relation to agency staff £0.036m. Spend on Subcontractors due to increased EPC's £0.031m. Other minor variances £0.020m.	
Repairs & Maintenance	10.431	10.354	(0.076)	(0.035)	Currently projecting a positive variance of (£0.076m). (£0.128m) in relation to salary savings, offsetting the unacheived income target £0.058m. Other minor variances of (£0.006m).	
Management & Support Services	2.658	2.855	0.197	0.187	Efficiency in respect of salary costs of (£0.058m). Additional cost of the IT project work £0.050m. Pressure in relation to insurance costs of £0.238m. Minor variances (£0.033m).	
Capital Expenditure From Revenue (CERA)	13.442	13.442	0.000	0.000		
HRA Projects	(0.153)	(0.150)	0.003	0.003	Minor variances.	
Contribution To / (From) Reserves	(0.566)	(0.566)	0.000	0.000		
Total Housing Revenue Account	(0.000)	0.382	0.382	0.437		

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 6



CABINET

Date of Meeting	Tuesday, 15 th March 2022
Report Subject	School Admission Arrangements 2023/24
Cabinet Member	Leader of the Council and Cabinet Member for Education
Report Author	Chief Officer (Education & Youth)
Type of Report	Operational

EXECUTIVE SUMMARY

To advise on the outcome of the statutory consultation exercise on the admission arrangements for 2023/24 and to recommend approval.

RECOMMENDATIONS

1	That the proposed admission arrangements for 2023/24 be approved.
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REPORT DETAILS

1.00	EXPLAINING THE ADMISSION ARRANGEMENTS
1.01	In accordance with the School Admissions Code, the local authority is required to undertake a statutory consultation exercise on its admission arrangements for the following year. Consultation must be complete by 1 March and the admission arrangements must be determined by 15 April each year. Statutory consultees include all schools in the area, the diocesan authorities and neighbouring authorities.
1.02	Consultation must cover the full admission arrangements including the admissions policy, oversubscription criteria, the timetable for admissions and admission numbers (i.e. the maximum number of pupils to be admitted by the admissions authority in to each year group). This information is attached as Appendices 1, 2 and 3.

1.03	<p>The current admission arrangements have been in place since 2003 and the majority of parental preferences continue to be met (approximately 96%). For information, the number of admission appeals in recent years is detailed in the table below:</p> <table><tr><th>Year</th><th>Secondary Appeals</th><th>Primary Appeals</th><th>Total Appeals</th><th>Total appeals upheld by Panel**</th></tr><tr><td>2016/17</td><td>43</td><td>77</td><td>120</td><td>68/56%</td></tr><tr><td>2017/18</td><td>20</td><td>61</td><td>81</td><td>40/50%</td></tr><tr><td>2018/19</td><td>85</td><td>56</td><td>141</td><td>88/62%</td></tr><tr><td>2019/20</td><td>50</td><td>39</td><td>89</td><td>48/54%</td></tr><tr><td>2020/21</td><td>44</td><td>47</td><td>91</td><td>52/57%</td></tr><tr><td>2021/22*</td><td>52</td><td>35</td><td>87</td><td>64/73%</td></tr></table> <p>*to date **i.e. appeal lost by parent</p> <p>It is anticipated that oversubscription will continue at secondary level in some areas of the County as a consequence of parental preference.</p>	Year	Secondary Appeals	Primary Appeals	Total Appeals	Total appeals upheld by Panel**	2016/17	43	77	120	68/56%	2017/18	20	61	81	40/50%	2018/19	85	56	141	88/62%	2019/20	50	39	89	48/54%	2020/21	44	47	91	52/57%	2021/22*	52	35	87	64/73%
Year	Secondary Appeals	Primary Appeals	Total Appeals	Total appeals upheld by Panel**																																
2016/17	43	77	120	68/56%																																
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2021/22*	52	35	87	64/73%																																
1.04	<p>The consultation process took place between 05.01.22 and 04.02.22 and no comments were received. There are no changes proposed to the admission arrangements. The proposed admissions timetable has been drawn up in consultation with neighbouring authorities and takes in to account factors such as allowing parents sufficient time to visit/research schools and express their preferences, the time needed to process applications, etc. The timetable also incorporates the “common offer dates” prescribed by the School Admissions Code (ie 1 March for secondary and 16 April for primary – however the offer date for primary is 17 April 2023 as the 16th falls on a Sunday).</p>																																			
1.05	<p>As part of the consultation, Headteachers were asked if there have been any changes to the accommodation at their Schools which could necessitate a review of their Admission Number. No requests have been received. There are changes to the capacity and admission numbers at Ysgol Brynffordd and Ysgol Glanrafon as a result of extensions at both schools. Ysgol Brynffordd’s capacity is increasing from 58 to 70 and the admission number from 8 to 10, and at Ysgol Glanrafon capacity is increasing from 309 to 356 with the admission number increasing from 44 to 50. These revised figures are included in Appendix 2.</p>																																			
1.06	<p>There are between 1700 and 1800 applications each year in each of the 3 admissions phases, i.e. for Year 7, Reception and Nursery. In addition, there are more than 1200 applications received during the academic year to transfer schools, many as a result of house moves in to the area. All applications are made online and assistance is provided by Admissions Officers and Flintshire Connects staff for any parents experiencing difficulties completing the form.</p>																																			

2.00	RESOURCE IMPLICATIONS
2.01	<p>There are no revenue/capital implications.</p> <p>There are no implications for additional capacity or for any change to current workforce structures or roles.</p>
3.00	IMPACT ASSESSMENT AND RISK MANAGEMENT
3.01	<p>The annual determination of admission arrangements must be carried out in accordance with the framework and timetable in the School Admissions Code. Consultation has been completed and approval is being sought within the deadlines set out in the Code. Adherence to the Code minimises the risk of challenge to the Public Services Ombudsman or by way of judicial review.</p> <p>There are no direct anti-poverty, environment or equalities issues arising from this report. The admissions policy is applied consistently in all cases in accordance with the Code.</p>
4.00	CONSULTATIONS REQUIRED/CARRIED OUT
4.01	All statutory consultees have been consulted in accordance with the School Admissions Code.
5.00	APPENDICES
5.01	<p>Appendix 1 – Admission Arrangements 2023/24.</p> <p>Appendix 2 – Primary Admission Numbers.</p> <p>Appendix 3 – Secondary Admission Numbers.</p>
6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	https://gov.wales/sites/default/files/publications/2018-03/school-admissions-code.pdf
7.00	CONTACT OFFICER DETAILS
7.01	<p>Contact Officer: Gill Yates, Admissions Manager</p> <p>Telephone: 01352 704187</p> <p>E-mail: gill.yates@flintshire.gov.uk</p>

8.00	GLOSSARY OF TERMS
8.01	<p>School Admission Arrangements – the overall procedure and practices about how to apply for a school place, including the criteria to decide how places are allocated, application procedures, the timetable for the admissions process, how late applications are handled, waiting lists and the appeal process.</p> <p>School Admissions Code – a Code issued by Welsh Government in respect of the discharge of admissions functions. All admission authorities have a statutory duty to act in accordance with the Code.</p> <p>Oversubscription criteria – a list of criteria which an admission authority must adopt to be used for the allocation of places if there are more applications received than there are places available.</p> <p>Admission Number – the number of school places that an admission authority can admit in each year group.</p>

APPENDIX 1

Admissions Timetable 2022/23

Admission Phase	Admission forms available to parents w/c	Parents' consideration period	Closing date for receipt of completed forms	Allocation period by LA/ admitting authority	Parents informed by ("Offer date")
Secondary	05/09/22	05/09/22-04/11/22	04/11/22	07/11/22-06/01/23	01/03/23
Reception	26/09/22	26/09/22-18/11/22	18/11/22	21/11/22-24/02/23	17/04/23
Nursery	26/09/22	26/09/22-17/02/23	17/02/23	20/02/23-24/03/23	04/05/23

Application forms must be returned to the Local Authority by the closing date. Your child may have less opportunity to be allocated to your preferred school if your application is received after the closing date. Late applications received after the end of the allocation period will not be processed until after the "offer dates".

1. How to apply

Arrangements must be made to enable parents to express a preference for a school they wish their child/children to attend. By law, parents who express a preference are given priority for admission over those who do not. In the case of sixth form admissions, expression of a preference can be made by either a parent or a young person or both and should be done by contacting the School concerned.

You can access the applications forms in accordance with the above timetable on the Flintshire County Council web site (www.flintshire.gov.uk/schools/schooladmissions). This is the preferred method of application. This form should be used if you are a resident in Flintshire and you wish to express a preference for a Flintshire school OR if your child currently attends a Flintshire school. If you wish to apply for a school in Cheshire West and Chester, you must use their application form as we are unable to process applications for schools in Cheshire West and Chester. Parents are strongly advised to express more than one preference. They must be listed in a preferred order. Only the highest preference that can be met will be used to offer a place. **Listing the same school multiple times does not result in a better chance of being offered that school.**

2. Neighbouring Authorities

Flintshire works closely with neighbouring Local Authorities to coordinate admission arrangements in Wales. Information will be passed on to the appropriate admissions authority. Please note that neighbouring local authorities' timetables may be different to that above. If the school for which you wish to express a preference is in another County please contact the respective Local Authority to ensure you do not miss the closing date:

Denbighshire County Council – admissions@denbighshire.gov.uk; Tel : 01824 706000

Wrexham County Borough Council – admissions@wrexham.gov.uk; Tel: 01978 298991

Cheshire West & Chester Council* – admissions@cheshirewestandchester.gov.uk; Tel: 0300 123 7039

* If you wish to apply for a school in Cheshire West and Chester, you must use their application form as we are unable to process applications for schools in Cheshire West and Chester.

3. Late Applications

Late applications will be considered after those received by the closing date. If the Local Authority considers that there are good reasons for the application form being late it will be considered with the “on time applications”. In all cases, supporting evidence must be provided.

All late applications will be ranked in accordance with the oversubscription criteria and any places which are available will be offered to the highest ranking applicants up to the end of the allocation period. If the Admission Number for the requested school has been reached, parents will be offered the right to an appeal. A waiting list will also be maintained for that school if necessary and any places that become available will be offered to the highest ranking applicant on the list in accordance with the oversubscription criteria.

4. The Process for offering school places

All pupils will be admitted if the Admission Number has not been reached. The Admission Number for each school relates to the number of children that can be admitted to each year group during the school year. The Admission Number for a school is calculated using the capacity assessment method in the Welsh Government’s guidance document ‘Measuring the Capacity of Schools in Wales’. All school Admission Numbers are included on the ‘Schools List’ (www.flintshire.gov.uk/schooladmissions).

If more parents express a preference for a school than there are places available and the Admission Number is reached, the Local Authority applies the published oversubscription criteria to rank all preferences expressed to see who can be offered a place. All preferences received will be considered on the basis of equal preferences. This means that in the first instance, all preferences will be considered against the relevant oversubscription criteria only, ie without reference to the preferred ranking. If a place can be offered at more than one of the preferences expressed (because a preferred school is undersubscribed or because the applicant has a high enough priority against the criteria for an oversubscribed school, or because a school receives the same number of applications as the number of places available), the place offered will be for the school ranked highest on the application.

Please Note:

Expressing a preference does not guarantee a place at your preferred school if that school is oversubscribed. If more parents apply for places at the school than the number of places available, the Local Authority will apply the oversubscription criteria for allocating places as set out in the policy.

5. Voluntary Aided Faith and Foundation Schools

If you express a preference for a voluntary aided school (Catholic or Church in Wales) or foundation school in Flintshire the relevant school will be sent your details. You may also be required to complete a Supplementary Information Form which is available direct from the school. The timetable for admissions (above) also applies to voluntary aided and foundation schools. These schools are responsible for considering your child’s application against others received in accordance with their own oversubscription criteria. The school governors should use the school’s own oversubscription criteria to rank applications and make offers of places. Any preferences not met will be returned to the local authority and will be treated equally with other preferences expressed for Flintshire Community Schools.

6. Policy for Admissions to Schools

The County Council, as the Local Authority, is responsible for determining the arrangements for admissions to all Community Primary, Welsh Medium Primary, Secondary, Welsh Medium Secondary, Special Schools and Voluntary Controlled Schools. The Local Authority will consult annually with school Governing Bodies and the Diocesan Education Authorities in relation to admissions.

The Local Authority will comply with statutory requirements and the Welsh Government School Admissions Code and will take account of the expression of parental preference in the context of its duty

to ensure the provision of effective education and the efficient use of education resources. When considering applications, the Local Authority will observe the provisions of the School Admissions Code which states that admission authorities should admit to the school's admission number and will rarely be able to prove prejudice as a ground for refusing an additional pupil while the numbers remain below the admission number.

Under the School Admissions Code, it may be reasonable in exceptional circumstances for the local authority, with the agreement of the Headteacher, to exercise discretion to admit more pupils than the admission number indicates, subject to such admissions not adversely affecting the school in the longer term including but not exclusively the duty to comply with infant class size legal requirements.

The Local Authority will comply with its duty to ensure the provision of effective education and the efficient use of resources. In so doing, the Local Authority will have regard to the total resources, including accommodation and staffing, available to each school and any constraints imposed by the school organisation and curriculum. It will also consider the resource implications for the authority and impact on other education policies.

When a parent gives fraudulent or intentionally misleading information in order to obtain a place at a school for their child, the Local Authority reserves the right to withdraw the offer of a place. Where a place is withdrawn on the basis of misleading information, the application must be considered afresh and a right of appeal offered if a place is refused.

7. Welsh Language Policy for all schools

The Authority's Welsh Language Policy aims to ensure that all pupils reach a standard of bilingualism. It will be the responsibility of the Authority, in conjunction with the Headteacher and the School Governors, to ensure the teaching of both Welsh and English is in accordance with National Curriculum requirements.

Primary Education will be provided for all children mainly through the medium of English, or mainly through the medium of Welsh. Secondary Education will be provided for all children mainly through the medium of

English, or mainly through the medium of Welsh. To ensure continuity with the primary schools, Welsh will be

taught as a second language in all secondary schools where the main medium of instruction is English.

Flintshire County Council, working in partnership with schools will provide parents with full information and understanding of the advantages of Welsh medium education and the opportunities which exist within Flintshire, explaining clearly that:

- there is no need for parents to be Welsh speakers for their children to take advantage of this opportunity;
- receiving education in a designated Welsh medium school enables pupils to become fully bilingual;
- there are intellectual advantages to being equally fluent in two languages.

Pupils who have received their education through the medium of Welsh in primary school transfer to the Welsh medium Secondary School (Ysgol Maes Garmon) at Key Stage 3. Pupils can transfer from English medium primary schools to the Welsh medium Secondary School where they will be offered the immersion scheme that is available at the end of Year 6 and all the way through Year 7. For further details about the scheme please contact Ysgol Maes Garmon Tel: 01352 750678.

8. Admission Phases

8.1 Early Entitlement to Education

A part-time education place is available for every child the term after his/her third birthday.

Children born in...	Entitled to...
Autumn Term	2 terms of educational provision (Spring and Summer)
Spring Term	1 term of educational provision (Summer)

Children born in the Summer term receive their education entitlement in the school nursery classes in the Autumn term after their 3rd birthday. Parents may state a preference for an approved setting which may be a pre school playgroup (English or Welsh), a private day nursery, a 'network' childminder or school nursery class. Applications for early entitlement are made directly to the setting. Forms are available all year.

Notes:

- 1. Admission to an Early Entitlement setting at a particular school does not guarantee subsequent admission to nursery at that school. A fresh application will be required.**
- 2. No transport is provided.**

For further information on approved settings please contact: Family Information Service Tel: 01352 703500.

8.2 Nursery

Local Authorities in Wales have a duty to provide sufficient nursery places in their area. A child becomes eligible for a place at a nursery class in the September following the child's 3rd birthday. Nursery education is not compulsory and parents have no right of appeal regarding nursery admissions under the School Standards and Framework Act 1998.

Nursery schooling in all schools/units will be provided on the basis of 5 x 2.5 hour sessions per week for each child. Places are available in Nursery classes at all Flintshire primary schools, up to the Admission Number for each school.

Parents may express a preference for any nursery irrespective of where the child's home is in relation to the school. However, expressing a preference does not guarantee a place at that nursery. In the event of oversubscription, applications for nursery places will be dealt with by applying the oversubscription criteria in respect of primary schools as set out in this Guide.

Notes:

- 1. Admission to a nursery class at a particular Primary School does not guarantee subsequent admission to reception class at that school. A fresh application will be required.**
- 2. No transport is provided.**

8.3 Primary

The Authority will admit a child to a maintained primary school at the beginning of the school year if the child has achieved his/her 4th birthday on or before August 31st of that calendar year.

Once a reception place has been offered and accepted, parents may defer their child's entry until the start of the term following the child's 5th birthday. Parents are not able to defer entry beyond this point, nor beyond the academic year for which the original application was accepted.

In accordance with legislation, infant class sizes (Reception, Year 1 and Year 2) are restricted to a limit of no more than 30 per school teacher. In respect of junior classes (Year 3 to Year 6), the target is no more than 30 per school teacher.

8.4 Secondary

Pupils will normally be transferred from a primary to a secondary school in the September following their

11th birthday.

9. Oversubscription Criteria

All pupils will be admitted if the Admission Number has not been reached. However, if the Admission Number has been reached, applications will be considered against the oversubscription criteria, which are listed in priority order.

Criteria to be applied in order of priority by the Local Authority for admission to Nursery, Primary and Secondary Schools:

- a) Looked after children (children in care) and previously looked after children;
- b) pupils for whom the preferred school is the nearest appropriate school to the pupil's home address;
- c) pupils who will have a sister or brother attending the preferred school on the expected admission date. The 'sibling rule' will only be applied for the statutory period of education i.e. up to Year 11;
- d) pupils for whom the preferred school is not the nearest to their home address. Pupils will be admitted in order of proximity to that alternative school and up to its Admission Number.

Tie-breaker

If there are more applicants than places in any of the above categories, priority will be given to applicants living nearest the school, measured from the child's home address to the recognised main entrance of the school.

If the authority is unable to comply with the parental preference(s) expressed then the parent will be asked to consider available places at alternative schools.

Where a school is named in a Statement of Special Educational Needs, the local authority has a duty to admit the child to that school.

For the allocation of places, the nearest appropriate school is interpreted as:

- (a) the school nearest to the child's home measured from child's home address to the centre point of the school building;**
- (b) the nearest Welsh medium school where parents wish their children to receive their education through the medium of Welsh;**
- (c) the nearest Denominational school where parents wish to have their children educated in a denominational school.**

When making a decision about the 'nearest suitable school' the Local Authority will accept only the pupil's home address and not that, for example, of childminder or grandparents.

10. Definitions

10.1 Home Address

The address on the application form must be the child's current permanent place of residence.

Permanent means where your child physically resides and sleeps for the majority of the week. This will usually be the Parents' address.

PLEASE NOTE: only the person(s) with parental responsibility for a child ("Parents") can apply for admission. Where there is shared parental responsibility all Parents should be in agreement about the preferences listed in the application. It is the Parents' responsibility to come to this agreement. If there is equal, shared custody of the child, it is left to the parents to decide which address to use but we may ask to see a valid Court Order or other evidence to confirm this arrangement exists. If you cannot agree which

school your child should attend with another Parent, you should immediately take your own legal advice regarding making an urgent application to the Court.

Addresses may be checked against records held on the Council Tax Database. In addition, Parents may be asked to prove residency at an address using, for example, any of the following documentation: Solicitor's correspondence confirming that completion has taken place on the purchase of a property, Tenancy Agreement, Mortgage Statement, Council Tax correspondence, Utility Supplier correspondence or such other evidence as the Local Authority deems appropriate. Please note any documents provided must be relevant, current and relate to the address noted on the application form. The documents must also identify you by name and must be the most recent ones available and no older than 3 months when stated.

It is strongly recommended that photocopies of documents are provided in all cases as the Council cannot guarantee the safe return of original documents through the return post.

If the Local Authority is not satisfied with the evidence provided including, but not exclusively, if you have not followed the terms of this policy then your child's application will not be accepted and will be withdrawn.

Parents are advised that a school place may be lawfully withdrawn if the information given on their application form is fraudulent and/or misleading. Please be advised that intentionally providing false information on an application form can be a criminal offence under the Fraud Act 2006. All applications where there is doubt about the address being given will be investigated by the Local Authority. The responsibility lies with the Parents to provide sufficient documentary evidence to support permanent residence at the address used. The use of false, misleading, or inaccurate information including omissions may lead the Local Authority to also withdraw an offer of a place in the event an offer had previously been made.

Should you move after applying but during the allocation period you must provide us with proof of your new address. Acceptable evidence includes for example: a solicitor's letter confirming that completion has taken place on the purchase of a property, or a copy of the current rental agreement, signed by both the Tenants and the Landlords, showing the address of the property and the start date of the tenancy. Please note any documents provided must be relevant, current and relate to the address noted on the application form. The documents must also identify you by name and must be the most recent ones available and no older than 3 months when stated.

10.2 Distance

The Council uses a Geographical Information System (GIS) to calculate the shortest home to school distance in miles. This is integrated into the Capita ONE software. The co-ordinates of an applicant's home address are determined using the Local Land and Property Gazetteer (LLPG) and Ordnance Survey (OS) Address Point Data. The starting point for a route assessment is determined as the nearest point on the walking route network from the pupil's address (usually the main entrance to the property), to the centre point of the school building. The network is updated annually.

It should be noted that transport will only be provided in accordance with the Council's Transport Policy. Where, as a result of parental preference, a pupil attends a school other than the nearest appropriate school, as recognised by Flintshire County Council, it must be understood that parents accept full responsibility for transport costs and arrangements.

10.3 Sibling (brother/sister)

A sibling is defined as a full, half, step, foster or adopted brother or sister living together as one household at the same address and where the elder sibling is of statutory school age and will still be registered at the preferred school when the younger child is eligible to attend. In considering siblings, first priority will

be given to applications from multiple birth children.

10.4 Multiple Birth Children

Twins, triplets, quadruplets, etc, residing at the same address and applying for places in the same year group will be given priority for admission in the main admissions round under the 'sibling' criteria. If it is not possible to offer places to all multiple birth children residing at the same address and applying for places in the same year group, the Authority will offer places for all of those multiple birth children at the next nearest appropriate school with available places.

11. Admissions to schools other than those maintained by the Local Authority

Parents wishing to express a preference for a school in a County other than Flintshire should still use the Flintshire preference form and it will be passed to the relevant Local Authority, with the exception of Cheshire West and Chester Council who request you contact them directly. Please be aware of each Authority's admission time table and closing dates.

12. Notifying Parents

The outcome of an application for admission will be notified to parents in writing by letter/email. Where the application has been refused, the letter/email will set out the reasons for the decision and the right of appeal and a return proforma will be sent. Parents will be asked to decide by a specified date one or more of the following options:-

- Place child's name on a waiting list;
- proceed to appeal and place child's name on a waiting list;
- accept the place offered at an alternative school for which preference has been expressed;
- make a new application for an alternative school.

13. Waiting Lists

Waiting lists for oversubscribed schools will consist of those children whose parents have specifically requested in writing, preferably email, to be placed on the school's waiting list and those for whom an appeal form has been received. Waiting lists will be maintained until 30 September in the school year concerned. After that date, any parents still wishing to be considered for a place must specifically request in writing to remain on a waiting list. If places become available they will be allocated according to the oversubscription criteria and not according to the date when the application was submitted or when a child's name was added to the waiting list.

In the main admissions round, waiting lists will be prepared and any secondary places which become available after 1 March (offer date) will be allocated after 1 April. The waiting lists will then be updated and any further places which become available will be allocated after 1 May. For primary, any reception places which become available after 16 April (offer date) will be allocated after 16 May. The waiting lists will then be updated and any further places which become available will be allocated after 16 June.

Where applications to transfer between schools outside the normal admission stages are refused, the Local Authority will, in agreement with the parent, place the child's name on a waiting list which will remain open until the end of the school term* for which the application was made. After that date, parents must specifically request that their child's name remains on the waiting list for an additional school term otherwise the name will be removed.

*If the application is made at the end of a school term, the child's name may remain on the waiting list until the end of the following term.

14. Admission of Pupils from outside Flintshire

Pupils applying for admission to a school in Flintshire who do not reside in Flintshire will be offered a

place at a school in accordance with the admissions policy.

15. Change of School within Flintshire during the year

Schools in Flintshire have agreed a protocol with the local authority for transfers from one nominated school to another other than at the normal transition point (Reception and Year 7). A parent seeking such a transfer should initially speak to the headteacher of the child's current school to discuss the reasons for that transfer. If, following this discussion, the parent wishes to continue the process, the parent must make an online transfer application. If the admission number for the year group in the requested school has already been reached, the application may be refused and parents will be offered a place at an alternative school. In such circumstances a parent would also have the right of appeal, as outlined below.

16. Admissions other than in September each year

For pupils moving into the area at times other than the normal admission round (September of each year), the Local Authority will endeavour to meet parental preferences as far as possible. Where a school is oversubscribed, parents will be offered a place at an alternative school. The parent may then accept the alternative placement, or may give notice of appeal.

The Local Authority does not encourage transfers between schools, and a change of school mid-term can seriously disrupt the continuity of a child's education. If parents feel that a problem at school is so serious as to necessitate a change they are urged to take all reasonable steps to resolve the issue with the school first and then to seek advice from the Admissions Team if necessary before applying for a transfer. In cases involving school transfer requests that do not involve a house move the Local Authority reserves the right to arrange for the child to start the new school at the beginning of the next half term to minimise disruption to their own and other children's education. All secondary schools have mid-year transition programmes that will support pupils who are undertaking a mid-phase transfer. The programmes include extended visits to school by parents/carers and pupils.

17. Appeals Procedure

If the Authority is unable to comply with the parental preference the parent will be given the reason in writing and advised about available places at an alternative school. The parent may then accept the alternative place and may give notice of appeal. Information on how to appeal will be provided. Details describing the appeals procedure are also available on www.flintshire.gov.uk/schools/schooladmissions. Alternatively, please contact the Admissions Team on 01352 704068 / 704073.

Appeals must be made in writing giving reasons, and sent to the Admissions Team. Appeals will be heard within 30 school days of the appeal being received in writing (or within 30 working days if received during the school summer holidays). Every effort will be made to hear appeals as quickly as possible. The parent, accompanied by a friend if desired, will be given an opportunity to appear before an Independent Appeal Panel. The decision of the Independent Panel will be notified to the parent in writing and is final and binding on all parties.

APPENDIX 2

School Name	Welsh Indicator	Type of School: Community/ VC/VA/ Foundation	Age Range	MCSW Capacity Full Time	AN for Sept 2022	
Abermorddu Juniors and Infants C.P.	EM	C	3-11	206	29	
Bagillt (Merilyn C.P.)	EM	C	3-11	176	25	
Bagillt (Ysgol Glan Aber C.P.)	EM	C	3-11	146	20	
Broughton Primary	EM	C	3-11	538	76	
Brynford C.P.	EM	C	3-11	75	10*	
Buckley (Mountain Lane C.P.)	EM	C	3-11	409	58	
Buckley (Southdown C.P.)	EM	C	3-11	382	54	
Buckley (Westwood CP)	EM	C	3-11	246	35	
Caerwys (Ysgol yr Esgob Aided)	EM	VA	3-11	86	12	
Carmel (Ysgol Bro Carmel C.P.)	EM	C	3-11	180	25	
Cilcain (Ysgol y Foel C.P.)	EM	C	3-11	84	12	
Connah's Quay (Bryn Deva C.P.)	EM	C	3-11	283	40	
Connah's Quay (Golfryn C.P.)	EM	C	3-11	404	57	
Connah's Quay (Wepre Lane C.P.)	EM	C	3-11	307	43	
Connah's Quay (Ysgol Cae'r Nant)	EM	C	3-11	356	50	
Drury C.P.	EM	C	3-11	124	17	
Ewloe Green C.P.	EM	C	3-11	349	49	
Ffynnongroew (Ysgol Bryn Garth C.P.)	EM	C	3-11	119	17	
Flint (St.Mary's R.C.)	EM	VA	3-11	317	45	
Flint (Ysgol Croes Atti C.P.) (Flint site only)	WM	C	3-11	207	29	
Flint Cornist C.P.	EM	C	3-11	289	41	
Flint Gwynedd C.P.	EM	C	3-11	492	70	
Greenfield C.P.	EM	C	3-11	228	32	
Gronant C.P.	EM	C	3-11	144	20	
Gwernaffield (Ysgol y Waun C.P.)	EM	C	3-11	107	15	
Gwernymynydd C.P.	EM	C	3-11	81	11	
Gwespyr Picton (Ysgol Gymraeg Mornant C.P.)	WM	C	3-11	81	11	
Hawarden (Ysgol Penarlwg C.P.)	EM	C	3-11	196	28	
Hawarden Village Primary School	EM	VA	3-11	429	60	
Higher Kinnerton	EM	F	3-11	201	28	
Holywell (St.Winefride's R.C.)	EM	VA	3-11	187	26	
Holywell (Ysgol Gwenffrwd C.P.)	WM	C	3-11	256	36	
Holywell (Ysgol Maes Y Felin)	EM	C	7-11	315	45	
Hope (Ysgol Estyn C.P.)	EM	C	3-11	216	30	
Leeswood (Ysgol Derwenfa C.P.)	EM	C	3-11	143	20	
Lixwm C.P.	EM	C	3-11	71	10	
Mold (St.David's R.C.)	EM	VA	3-11	144	20	
Mold (Ysgol Bryn Coch C.P.)	EM	C	3-11	599	85	
Mold (Ysgol Bryn Gwalia C.P.)	EM	C	3-11	210	30	
Mold (Ysgol Glanrafon C.P.)	WM	C	3-11	356	50**	
Mostyn (Ysgol Bryn Pennant C.P.)	EM	C	3-11	129	18	
Mynydd Isa, Ysgol Mynydd Isa	EM	C	3-11	513	73	
Nannerch Controlled	EM	VC	3-11	111	15	
Nercwys Voluntary Aided	EM	VA	3-11	42	6	
Northop (Ysgol Owen Jones C.P.)	EM	C	3-11	138	19	
Northop Hall C.P.	EM	C	3-11	210	30	
Pentrobini Aided	EM	VA	3-11	110	15	
Penyffordd County Primary School	EM	C	3-11	315	45	
Queensferry C.P.	EM	C	3-11	180	25	
Rhosesmor (Rhys Helyg C.P.)	EM	C	3-11	168	24	
Saltney (St.Anthony's R.C.)	EM	VA	3-11	152	21	
Saltney (Wood Memorial C.P.)	EM	C	3-11	216	30	
Saltney Ferry C.P.	EM	C	3-11	236	33	
Sandycroft C.P.	EM	C	3-11	320	45	
Sealand C.P.	EM	C	3-11	215	30	
Shotton (Ysgol Ty Ffynnon)	EM	C	3-11	270	38	
Shotton (St.Ethelwold's Aided)	EM	VA	3-11	107	15	
Shotton (Venerable Edward Morgan R.C.)	EM	VA	3-11	281	40	
Sychdyn C.P.	EM	C	3-11	177	25	
Trelawnyd Aided	EM	VA	3-11	109	15	
Trelogan C.P.	EM	C	3-11	72	10	
Treuddyn (Ysgol Parc y Llan C.P.)	EM	C	3-11	111	15	

Treuddyn (Ysgol Terrig C.P.)	WM	C	3-11	93	13	
Whitford Aided	EM	VA	3-11	109	15	

* Extensions due to be completed Jan 2022 . Capacity increase to 70 and AN of 10 - to be signed off when complete.

** Extensions due to be completed Easter 2022. Capacity increase to 356 and AN of 50 - to be signed off when complete.

APPENDIX 3

School Name	Welsh Indicator	Type of School: Community(C)/ RC	Age Range	MCSW Capacity	AN for Sept 22
Alun High School	EM	C	11-18	1,768	250
Argoed High School	EM	C	11-16	580	116
Castell Alun High	EM	C	11-18	1,240	211
Connah's Quay High	EM	C	11-16	1,200	240
Elfed High	EM	C	11-16	983	197
Flint High	EM	C	11-18	797	143
Hawarden High	EM	C	11-18	1,145	195
St. David's High	EM	C	11-16	725	117
St. Richard Gwyn High	EM	RC	11-18	969	166
Ysgol Maes Garmon	WM	C	11-18	711	120
Ysgol Treffynnon	EM	C	11-16	600	120

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 7



CABINET

Date of Meeting	Tuesday, 15 th March 2022
Report Subject	Animal Welfare (Licensing of Activities Involving Animals) (Wales) Regulations 2021
Cabinet Member	Cabinet Member for Planning & Public Protection
Report Author	Chief Officer (Planning, Environment & Economy)
Type of Report	Operational

EXECUTIVE SUMMARY

The Animal Welfare (Licensing of Activities Involving Animals) (Wales) Regulations 2021 requires, subject to qualifying criteria, any person wishing to sell animals in the course of a business to obtain a licence from their local authority under these regulations.

The Main changes introduced by the regulations are

- To require the licensing of operators which sell animals as pets in the course of a business including keeping animals in the course of a business with a view to their being sold or resold.
- To introduce stricter welfare standards for those that sell animals as pets.
- To introduce mandatory licensing conditions for those licensed to sell animals as pets.
- Introducing a ban on the commercial third party sale of puppies and kittens.

In order to deal efficiently with applications and animal welfare issues, it is proposed that the powers within the legislation be delegated to the Team Manager – Licensing & Pest Control and The Service Manager for Community and Business Protection.

RECOMMENDATIONS

1	<p>That Members delegate the following powers contained in the Animal Welfare (Licensing of Activities Involving Animals) (Wales) Regulations to the Team Manager – Licensing & Pest Control:</p> <ul style="list-style-type: none">• Power to grant a licence• Power to refuse a licence• Power to renew a licence
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	<ul style="list-style-type: none"> • Power to vary a licence • Power to vary a licence with immediate effect • Power to impose conditions • Power to suspend a licence • Power to suspend a licence with immediate effect • Power to reinstate a suspended licence • Power to revoke a licence • Power to appoint inspectors
2	That the Flintshire County Council Constitution is amended to reflect this change.
3	That any changes to the delegation of powers in respect of these regulations are delegated to the Chief Officer – Planning, Environment and Economy in discussion with the Cabinet Member for Planning and Public Protection.

REPORT DETAILS

1.00	EXPLAINING THE CHANGES
1.01	This report seeks to obtain approval to set an appropriate scheme of delegated authority for the Animal Welfare (Licensing of Activities Involving Animals) Wales Regulations 2021.
1.02	The Animal Welfare (Licensing of Activities Involving Animals) (Wales) Regulations 2021 requires, subject to qualifying criteria, any person wishing to sell animals in the course of a business to obtain a licence from their local authority under these regulations.
1.03	This requirement replaces the requirement to obtain a licence under the Pet Animals Act 1951 Wales.
1.04	<p>The Main changes introduced by the regulations are</p> <ul style="list-style-type: none"> • To require the licensing of operators which sell animals as pets in the course of a business including keeping animals in the course of a business with a view to their being sold or resold. • To introduce stricter welfare standards for those that sell animals as pets. • To introduce mandatory licensing conditions for those licensed to sell animals as pets. • Introducing a ban on the commercial third party sale of puppies and kittens.
1.05	In order to deal efficiently with applications and animal welfare issues, it is proposed that the powers within the legislation be delegated to the Team Manager – Licensing & Pest Control and The Service Manager for Community and Business Protection.
1.06	The question of whether a function is an executive function or a Council function is determined by either the relevant legislation itself or by the

	Local Authorities (Executive Arrangements) (Functions and Responsibilities) (Wales) Regulations 2007, made by the Welsh Government. In this instance the legislation itself is silent on the matter and no such regulations have been made in respect of the Animal Welfare (Licensing of Activities Involving Animals) (Wales) Regulations 2021 determining whether the function should be exercisable as an executive or non-executive function. This means that by virtue of Section 13 of the Local Government Act 2000 the function by default becomes the responsibility of an Executive under a local authority's executive arrangements.
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2.00	RESOURCE IMPLICATIONS
2.01	Not applicable.

3.00	CONSULTATIONS REQUIRED / CARRIED OUT
3.01	None required. Although no specific consultation is required, Officers were granted emergency powers to deal with applications made prior to Cabinet approval, with agreement from the Chief Executive, the Leader of Flintshire County Council and the Cabinet Member for Planning and Public Protection. Cabinet Members were all informed of this decision.

4.00	RISK MANAGEMENT
4.01	The report will enable the Council to implement the requirements of the Animal Welfare (Licensing of Activities Involving Animals) (Wales) Regulations 2021.
4.02	Any person who is aggrieved by the refusal to grant or renew, or the decision to revoke, a licence may appeal to the Magistrates' Court.

5.00	APPENDICES
5.01	None.

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	https://www.legislation.gov.uk/wsi/2021/416/regulation/1/made#regulation-1-2 Contact Officer: Gemma Potter. Team Manager: Licensing & Pest Control Telephone: 01352 703371 E-mail: gemma.m.potter@flintshire.gov.uk

7.00	GLOSSARY OF TERMS
7.01	Animal Welfare (Licensing of Activities Involving Animals) (Wales) Regulations 2021: Regulations to change the licensing arrangements for the sale of pets in Wales

Eitem ar gyfer y Rhaglen 8

EXERCISE OF DELEGATED POWERS - DECISIONS TAKEN

REPORTED TO CABINET – 15.03.22

Education and Youth

- **Local Authority Appointed School Governors**

Appointment of Local Authority Governor(s) representatives on school governing bodies in accordance with The Government of Maintained Schools (Wales) Regulations 2005.

Revenues

- **Business Rates – Adoption of Retail, Leisure and Hospitality Rates Relief (RLHRR) Scheme for 2022/23**

Welsh Government (WG) have extended the business rate relief scheme aimed at supporting business in the retail, leisure and hospitality sectors. Eligible ratepayers will be provided with 50% rate relief. The scheme is a temporary measure to support businesses and is full funded by WG. There is also requirement for individual local authorities to adopt the schemes and determine which businesses can be awarded relief using the scheme guidance provided by WG.

Streetscene and Transportation

- **The Flintshire County Council B5127 Mill Lane, Elfed Drive, Potters Way, Beechtree Road, Tabernacle Street, Orchard Close, Padeswood Road North, Mold Road, Brunswick Road and Hawkesbury Road, Buckley – Proposed Prohibition of Waiting At Any Time**

To advise Members of the correspondence received following the advertisement of the proposed Prohibition of Waiting At Any Time on the roads listed above.

Copies of the Delegated Powers reports are retained by the Team Leader – Committee Services and available to view on request by Members.

Mae'r dudalen hon yn wag yn bwrpasol

FLINTSHIRE COUNTY COUNCIL FORWARD WORK PROGRAMME ITEMS
COUNCIL, CABINET, AUDIT AND GOVERNANCE & SCRUTINY
1 March 2022 TO 31 August 2022

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
March					
Corporate Resources Overview & Scrutiny Committee	10/03/22	Social Services	Consultation on the draft Flintshire Well-being Assessment 2022 To consult the Local Authority's Overview and Scrutiny Committee, as a statutory consultee, on the draft Flintshire Well-being Assessment 2022.	Operational	Deputy Leader of the Council (Partnerships) and Cabinet Member for Social Services
Governance and Audit Committee	14/03/22	Chief Executive's	Annual Audit Summary for Flintshire County Council 2020/21 To receive the Annual Audit Summary from the Auditor General for Wales and note the Council's response.	Operational	

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Governance and Audit Committee	14/03/22	Chief Executive's	Quarter 4 Treasury Management Update 2021/22 To provide an update on matters relating to the Council's Treasury Management Policy, Strategy and Practices to the end of February 2022.	Operational	Cabinet Member for Finance, Social Value and Procurement
Governance and Audit Committee	14/03/22	Governance	Public Sector Internal Audit Standards To inform the Committee of the results of the annual internal assessment of conformance with the Public Sector Internal Audit Standards (PSIAS).	All Report Types	
Governance and Audit Committee	14/03/22	Governance	Internal Audit Strategic Plan To present the proposed Internal Audit Plan for the three year period 2022/23 to 2024/25 for Members' consideration.	All Report Types	

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Governance and Audit Committee	14/03/22	Governance	External Regulation Assurance To endorse the summary of all external regulatory reports received during 2020/21 along with the Council's responses.	All Report Types	
Governance and Audit Committee	14/03/22	Governance	Internal Audit Progress Report To present to the Committee an update on the progress of the Internal Audit Department.	All Report Types	
Governance and Audit Committee	14/03/22	Governance	Governance and Audit Committee Action Tracking To inform the Committee of the actions resulting from points raised at previous Governance and Audit Committee meetings.	All Report Types	
Governance and Audit Committee	14/03/22	Governance	Forward Work Programme To consider the Forward Work Programme of the Internal Audit Department.	All Report Types	

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Cabinet	15/03/22	Chief Executive's	NEWydd Business Plan 2022/23 To present the NEWydd Catering & Cleaning Ltd Business Plan 2022/23 for endorsement	Operational	Deputy Leader of the Council (Governance) and Cabinet Member for Corporate Management and Assets
Tudalen 138 Cabinet	15/03/22	Chief Executive's	Revenue Budget Monitoring 2021/22 (Month 10) This regular monthly report provides the latest revenue budget monitoring position for 2021/22 for the Council Fund and Housing Revenue Account. The position is based on actual income and expenditure as at Month 10, and projects forward to year-end.	Operational	Cabinet Member for Finance, Social Value and Procurement
Cabinet	15/03/22	Education and Youth	School Admission Arrangements 2023/24 To advise on the outcome of the statutory consultation exercise on the admission arrangements for 2023/24 and to recommend approval.	Operational	Leader of the Council and Cabinet Member for Education

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Cabinet	15/03/22	Social Services	National Collaborative Arrangements for Welsh (local authority) Adoption and Fostering Services To seek approval to sign the Joint Committee Agreement for the proposed Joint Committee.	Strategic	Cllr Christine Jones
Cabinet Tudalen 139	15/03/22	Planning, Environment and Economy	Animal Welfare (Licensing of Activities Involving Animals) (Wales) Regulations 2021 To seek approval from Members to set an appropriate scheme of delegated authority for the Animal Welfare (Licensing of Activities Involving Animals) (Wales) Regulations 2021.	Operational	Cabinet Member for Planning and Public Protection
April					
May					

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Flintshire County Council	24/05/22	Governance	Constitutional Issues including Committees To approve the constitutional arrangements for the Council for the forthcoming year.		
Flintshire County Council	24/05/22	Governance	Schedule of Meetings 2022/23 To approve the draft schedule of meetings for 2022/23.		
Flintshire County Council	24/05/22	Governance	Petitions received at Council To inform Council of the outcomes of petitions which have been submitted over the past year.		
Flintshire County Council	24/05/22	Social Services	National Collaborative Arrangements for Welsh (local authority) Adoption and Fostering services To seek agreement to sign the Joint Committee Agreement for the proposed Joint Committee		
June					

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Community, Housing & Assets Overview & Scrutiny Committee	7/06/22	Housing and Assets	Communal Heating Charges 2022/23 To consider the proposed heating charges in council properties with communal heating systems for 2022/23 prior to Cabinet approval.	Operational	Cabinet Member for Housing
Community, Housing & Assets Overview & Scrutiny Committee	7/06/22	Chief Executive's	Welfare Reform Update To provide an update on the impact of Welfare Reform on Flintshire Residents.	Operational	Cabinet Member for Housing
Community, Housing & Assets Overview & Scrutiny Committee	7/06/22	Chief Executive's	Housing Rent Income - Year end outturn and latest position for 2022/23 To provide the Year end outturn for 2021/22 and an operational update on rent collection and current arrear levels for 2022/23.	Operational	Cabinet Member for Housing

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Community, Housing & Assets Overview & Scrutiny Committee	7/06/22	Overview and Scrutiny	Forward Work Programme and Action Tracking (CH & E) To consider the Forward Work Programme of the Community Housing & Assets Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Cabinet Member for Housing
Environment & Economy Overview & Scrutiny Committee	7/06/22	Overview and Scrutiny	Forward Work Programme and Action Tracking (Env &E) To consider the Forward Work Programme of the Environment & Economy Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Cabinet Member for Planning and Public Protection, Cabinet Member for Streetscene

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Governance and Audit Committee	8/06/22	Governance	Audit Wales - Audit Plan 2022 To review the Audit Wales - Audit Plan 2022 for the Council which sets out the proposed audit work for the year along with timescales, costs and the audit teams responsible for carrying out the work.	All Report Types	Deputy Leader of the Council (Governance) and Cabinet Member for Corporate Management and Assets
Governance and Audit Committee	8/06/22	Chief Executive's	Risk Management Update To be assured that the updated risk management framework is comprehensive and functional.	Strategic	Deputy Leader of the Council (Governance) and Cabinet Member for Corporate Management and Assets
Governance and Audit Committee	8/06/22	Governance	Internal Audit Progress Report To present to the Committee an update on the progress of the Internal Audit Department.	All Report Types	

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Governance and Audit Committee	8/06/22	Governance	Governance and Audit Committee Action Tracking To inform the Committee of the actions resulting from points raised at previous Governance and Audit Committee meetings.	All Report Types	
Governance and Audit Committee	8/06/22	Governance	Forward Work Programme To consider the Forward Work Programme of the Internal Audit Department.	All Report Types	
Corporate Resources Overview & Scrutiny Committee	9/06/22	Chief Executive's	Employment and Workforce Quarterly Update This report covers strategic updates in addition to the quarterly workforce statistics and their analysis.	Operational	Deputy Leader of the Council (Governance) and Cabinet Member for Corporate Management and Assets
Corporate Resources Overview & Scrutiny Committee	9/06/22	Overview and Scrutiny	Forward Work Programme (CROSC) To consider the Forward Work Programme of the Corporate Resources O & S Committee	Operational	Deputy Leader of the Council (Governance) and Cabinet Member for Corporate Management and Assets

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Corporate Resources Overview & Scrutiny Committee	9/06/22	Overview and Scrutiny	Action Tracking (CROSC) To inform the Committee of progress against actions from previous meetings	Operational	Deputy Leader of the Council (Governance) and Cabinet Member for Corporate Management and Assets
Corporate Resources Overview & Scrutiny Committee	9/06/22	Finance	Revenue Budget Monitoring 2021/22 (Month 11) This regular monthly report provides the latest revenue budget monitoring position for 2021/22 for the Council Fund and Housing Revenue Account. The position is based on actual income and expenditure as at Month 11, and projects forward to year-end.	Operational	Cabinet Member for Finance, Social Value and Procurement
Social & Health Care Overview & Scrutiny Committee	9/06/22	Overview and Scrutiny	Forward Work Programme and Action Tracking (S & H) To consider the Forward Work Programme of the Social & Health Care Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Deputy Leader of the Council (Partnerships) and Cabinet Member for Social Services

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Cabinet	14/06/22	Chief Executive's	Capital Programme Monitoring 2021/22 (Outturn) To present the Outturn Capital Programme information for 2021/22	Operational	Cabinet Member for Finance, Social Value and Procurement
Education, Youth & Culture Overview & Scrutiny Committee	16/06/22	Overview and Scrutiny	Forward Work Programme and Action Tracking (EY&C) To consider the Forward Work Programme of the Education Youth & Culture Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Leader of the Council and Cabinet Member for Education
Education, Youth & Culture Overview & Scrutiny Committee	16/06/22	Education and Youth	Additional Learning Needs To provide Members with information on the Additional Learning Needs provision across schools, where there was a greater demand and how this impacted school budgets.	Operational	Leader of the Council and Cabinet Member for Education

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Education, Youth & Culture Overview & Scrutiny Committee	16/06/22	Education and Youth	Self-Evaluation of Education Services (2021-22) including Learner Outcomes 2021 To update Members on overall service performance 21-22 and Learner Outcomes from 2021.	Operational	Leader of the Council and Cabinet Member for Education
Education, Youth & Culture Overview & Scrutiny Committee	16/06/22	Education and Youth	School Attendance & Exclusions To provide the Committee with an update on learner attendance and exclusions in Flintshire Schools & support provided by Inclusion Services.	Operational	Leader of the Council and Cabinet Member for Education
Education, Youth & Culture Overview & Scrutiny Committee	16/06/22	Housing and Assets	Community Asset Transfer Update To provide an annual update on the Business Plan for Holywell Leisure Centre and Cambrian Aquatics.	Operational	Deputy Leader of the Council (Governance) and Cabinet Member for Corporate Management and Assets

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Joint Education, Youth & Culture and Social & Health Care Overview & Scrutiny Committee	30/06/22	Education and Youth	Welsh Government (WG) Programmes Summer of Fun and Winter of Well- being To provide Members with an update on the Welsh Government (WG) Programmes - Summer of Fun and Winter of Well-being.	Operational	Leader of the Council and Cabinet Member for Education
Environment & Economy Overview & Scrutiny Committee	5/07/22	Overview and Scrutiny	Forward Work Programme and Action Tracking (Env &E) To consider the Forward Work Programme of the Environment & Economy Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Cabinet Member for Planning and Public Protection, Cabinet Member for Streetscene

Tuesday
14 July

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Environment & Economy Overview & Scrutiny Committee	5/07/22	Planning, Environment and Economy	Council Plan 2021-22 Year- End Performance (E&E) To review the levels of progress in the achievement of activities and performance levels as identified in the Council Plan.	Operational	Cabinet Member for Planning and Public Protection, Cabinet Member for Streetscene, Cabinet Member for Economic Development
Community, Housing & Assets Overview & Scrutiny Committee	6/07/22	Housing and Assets	Temporary Accommodation Homelessness Audit 2021 Findings Report To provide a progress report on the action plan for service improvement following the audit of the Temporary Accommodation.	Operational	Cabinet Member for Housing
Community, Housing & Assets Overview & Scrutiny Committee	6/07/22	Overview and Scrutiny	Forward Work Programme and Action Tracking (CH & E) To consider the Forward Work Programme of the Community Housing & Assets Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Cabinet Member for Housing

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Community, Housing & Assets Overview & Scrutiny Committee	6/07/22	Chief Executive's	Council Plan 2021-22 Year-End Performance To review the levels of progress in the achievement of activities and performance levels as identified in the Council Plan.	Operational	Cabinet Member for Housing
Corporate Resources Overview & Scrutiny Committee	7/07/22	Overview and Scrutiny	Forward Work Programme (CROSC) To consider the Forward Work Programme of the Corporate Resources O & S Committee	Operational	Deputy Leader of the Council (Governance) and Cabinet Member for Corporate Management and Assets
Corporate Resources Overview & Scrutiny Committee	7/07/22	Overview and Scrutiny	Action Tracking (CROSC) To inform the Committee of progress against actions from previous meetings	Operational	Deputy Leader of the Council (Governance) and Cabinet Member for Corporate Management and Assets
Corporate Resources Overview & Scrutiny Committee	7/07/22	Overview and Scrutiny	Forward Work Programme To consider the Forward Work Programme of the Corporate Resources Overview & Scrutiny Committee.	Operational	

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Corporate Resources Overview & Scrutiny Committee	7/07/22	Overview and Scrutiny	Action Tracking To inform the Committee of progress against actions from previous meetings.	Operational	
Corporate Resources Overview & Scrutiny Committee	7/07/22	Chief Executive's	Council Plan 2021-22 Year-End Performance (CROSC) To review the levels of progress in the achievement of activities and performance levels as identified in the Council Plan.	Operational	Deputy Leader of the Council (Governance) and Cabinet Member for Corporate Management and Assets
Corporate Resources Overview & Scrutiny Committee	7/07/22	Housing and Assets	Asset Strategy Review To receive an update on the Asset Strategy Review.	Operational	Cabinet Member for Housing
Education, Youth & Culture Overview & Scrutiny Committee	14/07/22	Overview and Scrutiny	Forward Work Programme and Action Tracking (EY&C) To consider the Forward Work Programme of the Education Youth & Culture Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Leader of the Council and Cabinet Member for Education

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Education, Youth & Culture Overview & Scrutiny Committee	14/07/22	Education and Youth	Annual Report from Regional School Improvement Service, GwE To receive an update on the support provided by the regional school effectiveness and improvement service, GWE and its impact on schools.	Operational	Leader of the Council and Cabinet Member for Education
Education, Youth & Culture Overview & Scrutiny Committee	14/07/22	Education and Youth	Social Media and Internet Safety To provide Members with an update on the Portfolio's Social Media and Internet Safety policy and provision.	Operational	Leader of the Council and Cabinet Member for Education
Education, Youth & Culture Overview & Scrutiny Committee	14/07/22	Education and Youth	Council Plan 2021-22 Year- End Performance (EY&C) To review the levels of progress in the achievement of activities and performance levels as identified in the Council Plan.	Operational	Leader of the Council and Cabinet Member for Education

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Social & Health Care Overview & Scrutiny Committee	21/07/22	Overview and Scrutiny	Forward Work Programme and Action Tracking (S & H) To consider the Forward Work Programme of the Social & Health Care Overview & Scrutiny Committee and to inform the Committee of progress against actions from previous meetings.	Operational	Deputy Leader of the Council (Partnerships) and Cabinet Member for Social Services
Social & Health Care Overview & Scrutiny Committee	21/07/22	Social Services	Council Plan 2021-22 Year- End Performance (S&HC) To review the levels of progress in the achievement of activities and performance levels as identified in the Council Plan.	Operational	Deputy Leader of the Council (Partnerships) and Cabinet Member for Social Services
Governance and Audit Committee	27/07/22	Governance	Governance and Audit Committee Action Tracking To inform the Committee of the actions resulting from points raised at previous Governance and Audit Committee meetings.	All Report Types	
August					

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 9

Yn rhinwedd paragraff(au) 14 of Part 4 of Schedule 12A
o Ddeddf Llywodraeth Leol 1972.

Dogfen Gyfyngedig - Ni ddylid ei chyhoeddi

Mae'r dudalen hon yn wag yn bwrpasol

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