

SWANSEA BAY CITY REGION JOINT SCRUTINY COMMITTEE

11.00 am TUESDAY, 20 NOVEMBER 2018

COUNCIL CHAMBER 3 SPILMAN STREET CARMARTHEN SA31 1LE

1. Appointment of Chair (*Pages 3 - 4*)
2. Appointment of Vice Chair (*Pages 5 - 6*)
3. Declarations of Interest
4. Terms of Reference and Background Papers (*Pages 7 - 82*)
5. Procedure Rules for Scrutiny (Neath Port Talbot County Borough Council's Constitution) (*Pages 83 - 120*)
6. Administration Arrangements (*Pages 121 - 124*)
Report of the Assistant Chief Executive and Chief Digital Officer (NPT)
7. To Agree the Forward Work Programme for the Joint Scrutiny Committee (*Pages 125 - 172*)

S.Phillips
Chief Executive

Civic Centre
Port Talbot

Wednesday, 14th November 2018

Committee Membership:

Chairperson: To be confirmed at the meeting

Vice

Chairperson: To be confirmed at the meeting

Councillors: A.N.Woolcock, A.Llewelyn, S.E.Freeguard,
P.Downing, M.Jones, J.Curtice, M.Evans,
J.Adams, T.Baron, R.James, G.Morgan and
D.Price



SWANSEA BAY CITY REGION JOINT SCRUTINY COMMITTEE

20TH NOVEMBER 2018

APPOINTMENT OF CHAIR

RECOMMENDATIONS/KEY DECISIONS

- 1) That the Joint Scrutiny Committee elect a Chair.
- 2) Agreement is sought from the Joint Scrutiny Committee on the length of time that the Chair is elected for. The Joint Scrutiny Committee is invited to consider whether it wishes to mirror the Joint Committee's arrangements whereby the Chair is elected for a two year period in the first instance, and reviewed annually thereafter.

REASONS

In accordance with Paragraph 3.1 of Schedule 12 of the Joint Working Agreement for the Swansea Bay City Region – Terms of Reference of Joint Scrutiny Committee, the Chair of the Joint Scrutiny Committee shall be elected by the Joint Scrutiny Committee.

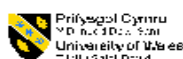
In accordance with Paragraph 3.2 of Schedule 12 of the Joint Working Agreement for the Swansea Bay City Region – Terms of Reference of Joint Scrutiny Committee, the chair of the Scrutiny Committee shall not be from the same Authority as the Chair of the Joint Committee.

Schedule 12 of the Joint Working Agreement for the Swansea Bay City Region – Terms of Reference of Joint Scrutiny Committee is silent on the length of time that the Chair is elected for.

OFFICER CONTACT

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Assistant Chief Executive & Chief
Digital Officer – Neath Port Talbot
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Jason Davies

Senior Scrutiny and Member
Development Officer

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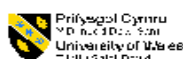
Email: j.j.davies@npt.gov.uk



SWANSEA BAY CITY REGION JOINT SCRUTINY COMMITTEE

20TH NOVEMBER 2018

APPOINTMENT OF VICE-CHAIR	
RECOMMENDATIONS/KEY DECISIONS	
<p>1) That the Joint Scrutiny Committee elect a Vice-Chair.</p> <p>2) Agreement is sought from the Joint Scrutiny Committee on the length of time that the Vice-Chair is elected for.</p>	
REASONS	
<p>In accordance with Paragraph 3.1 of Schedule 12 of the Joint Working Agreement for the Swansea Bay City Region – Terms of Reference of Joint Scrutiny Committee, the Vice-Chair of the Joint Scrutiny Committee shall be elected by the Joint Scrutiny Committee.</p> <p>Schedule 12 of the Joint Working Agreement for the Swansea Bay City Region – Terms of Reference of Joint Scrutiny Committee is silent on the length of time that the Vice-Chair is elected for.</p>	
OFFICER CONTACT	
<p>Mrs Karen Jones Assistant Chief Executive & Chief Digital Officer – Neath Port Talbot County Borough Council</p> <p>Jason Davies Senior Scrutiny and Member Development Officer – Neath Port Talbot County Borough Council</p>	<p>Telephone: 01639 763284 Email: k.jones3@npt.gov.uk</p> <p>Telephone: 01639 763194 Email: j.j.davies@npt.gov.uk</p>

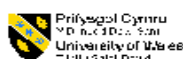


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SWANSEA BAY CITY REGION JOINT SCRUTINY COMMITTEE

20TH NOVEMBER 2018

TERMS OF REFERENCE	
RECOMMENDATIONS/KEY DECISIONS	
That the Committee receive and note the Terms of Reference of the Joint Scrutiny Committee.	
REASONS	
Schedule 12 of the Joint Working Agreement for the Swansea Bay City Region sets out the Terms of Reference for the Joint Scrutiny Committee.	
In accordance with Paragraph 12.1 of Schedule 12 of the Joint Working Agreement for the Swansea Bay City Region – Terms of Reference of Joint Scrutiny Committee, the Terms of Reference shall be reviewed annually	
OFFICER CONTACT	
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Jason Davies Senior Scrutiny and Member Development Officer – Neath Port Talbot County Borough Council	Telephone 01639 763194 Email: j.j.davies@npt.gov.uk



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Schedule 12 – Terms of Reference of Joint Scrutiny Committee

1. Membership.

- 1.1 The Joint Scrutiny Committee shall comprise of 12 members in total, 3 each from the 4 Constituent Authorities.
- 1.2 The membership may not include Executive Members

2. Purpose

- 2.1 The purpose of the Joint Scrutiny Committee shall be:
 - 2.1.1 Performing the overview and scrutiny function for the Swansea Bay City Region City Deal (as specified in the Swansea Bay City Deal Joint Committee Agreement) on behalf of the 4 Constituent Authorities;
 - 2.1.2 To develop a Forward Work Programme reflecting the functions under cl. 2.1.1 above
 - 2.1.3 To seek reassurance and consider if the City Deal is operating according to the Joint Committee Agreement, its Business Plan, timetable and / or is being managed effectively;
 - 2.1.4 To monitor any City Deal Regional projects against its Programme Plan
 - 2.1.5 To make any reports and recommendations to the Constituent Authorities, whether to their executive Boards or Full Council as appropriate, in respect of any function which has been delegated to the Joint Committee pursuant to the Joint Committee Agreement
- 2.2 For the avoidance of doubt scrutiny of individual Authorities projects' shall be a matter for the relevant Constituent Authorities' Scrutiny Committee

3. Chair

- 3.1 The chair and Vice-Chair of the Joint Scrutiny Committee shall be elected by the Joint Scrutiny Committee
- 3.2 The chair of the Scrutiny Committee shall not be from the same Authority as the Chair of the Joint Committee

4. Voting

- 4.1 Each member of the Joint Scrutiny Committee shall have one vote. Decisions of the Joint Scrutiny Committee shall be made by simple majority vote.
- 4.2 In the event of equality of votes the Chair of the Joint Scrutiny Committee shall have a casting vote.

5. Conflicts of Interest

- 5.1 Members of the Joint Scrutiny Committee must declare any interest either before or during the meetings of the Joint Scrutiny Committee (and withdraw from that meeting if necessary) in accordance with their Council's Code of Conduct or as required by law.

6. Proceedings of Meetings

- 6.1 The rules of procedure of the Host Authority for the scrutiny function shall apply to meetings of the Joint Scrutiny Committee

6.2 Members of the Joint Scrutiny Committee shall be subject to the Codes of Conduct for Members of their Councils.

7. Quorum

7.1 The quorum for meetings shall be no less than 8 members, which must include at least 1 member from each of the 4 Authorities

8. Frequency

8.1 The Joint Scrutiny Committee shall meet quarterly. Additional meetings may be convened by the Chair on at least 7 clear days notice.

9. Allowances

9.1 No allowances shall be paid

10. Servicing

10.1 The Host Authority for the joint scrutiny functions shall be Neath Port Talbot County Borough Council

11. Sub-Groups

11.1 The Joint Scrutiny Committee by agreement may create Task and Finish Groups.

12. Review

12.1 The Terms of reference of the Joint Scrutiny Committee shall be reviewed annually

DATED

29th August

2018

- (1) CARMARTHENSHIRE COUNTY COUNCIL
and
(2) NEATH PORT TALBOT COUNTY BOROUGH COUNCIL
(3) PEMBROKESHIRE COUNTY COUNCIL
(4) THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA

AGREEMENT FOR THE ESTABLISHMENT OF A JOINT COMMITTEE FOR THE
SWANSEA BAY CITY REGION

Geldards
law firm

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29th August 2018

THIS AGREEMENT IS MADE ON 1 2018

BETWEEN:

- (1) **Carmarthenshire County Council of County Hall, Carmarthen, Carmarthenshire SA31 1JP ("Carmarthenshire"); and**
- (2) **Neath Port Talbot County Borough Council of Port Talbot Civic Centre, Port Talbot SA13 1PJ ("Neath"); and**
- (3) **Pembrokeshire County Council of County Hall, Haverfordwest, Pembrokeshire SA61 1TP**
- (4) **The Council of the City and County of Swansea of Civic Centre, Oystermouth Road, Swansea SA1 3SN**

(together referred to as "the Councils")

WHEREAS:

- (A) The Councils have agreed to work together in order to discharge their obligations to one another, the Welsh Government and the United Kingdom Government ("UK Government") to promote and facilitate projects funded under the Swansea Bay City Deal in order to further the growth of the Swansea Bay City Region which comprises the areas of the Councils.
- (B) The Councils have accordingly agreed to enter into this Agreement to document and regulate their respective rights and obligations to each other and to enable the Councils to work together to establish and to participate in a joint committee.
- (C) The Councils have agreed heads of terms with the UK Government and the Welsh Government which set out the key elements of the Swansea Bay City Deal the investment themes and the governance arrangements which the UK Government and the Welsh Government expect the Councils to apply to the Swansea Bay City Deal.
- (D) The Councils acknowledge that the Government Funding of £241 million shall be provided to the projects in the Swansea Bay City Deal for a 15 year period from the Commencement Date and shall be paid by the Welsh Government to the Accountable Body.
- (E) The Welsh Government has agreed to allow the Swansea Bay City Region to retain 50% of the additional yield in non-domestic rates generated by the projects in the Swansea Bay City Region and has agreed to support the Councils in enabling them to fund revenue costs of the Swansea Bay City Deal projects. This support will be provided by allowing Councils to utilise the flexibility in the funding methods provided by the Guidance on the Flexible Use of Capital Receipts and reserves (documents appended at Schedule 11)

- (F) The Councils acknowledge that the Accountable Body may pay the Government Funding to the Delivery Lead for the relevant project in the Swansea Bay City Deal.
- (G) The Councils acknowledge that the Government Funding is subject to the following conditions: entry into this Agreement by the Councils; satisfying the Government Reviews; further Funding Conditions approved by the Councils; and approval of the Implementation Plan.
- (H) The Councils acknowledge that the Regional Learning and Skills Partnership for South West and Mid Wales shall have a central role to play in leading on the strategic approach to the delivery of employment and skills in the region.

IT IS AGREED AS FOLLOWS:

1. Interpretation

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

- “Accountable Body”** the Council appointed under clause 6.1 of this Agreement who shall be responsible for receiving and distributing funds for and on behalf of the Councils in relation to the Swansea Bay City Deal and whose duties are set out in clause 7;
- “Accountable Body Costs”** the operational and management costs incurred by the Accountable Body in carrying out its role of Accountable Body;
- “Accountable Officer”** the officer designated by the Joint Committee in accordance with clause 9 to manage and oversee the work of the Regional Office staff;
- “Accounting Period”** those periods set out in Schedule 4 as may be amended from time to time in accordance with the terms of this Agreement;
- “this Agreement”** this agreement entered into by Carmarthenshire County Council, Neath Port Talbot County Borough Council, Pembrokeshire County Council and the Council of the City and County of Swansea ;
- “Allocated Sum”** the funding allocated to a project in the Swansea Bay City Deal as recorded in its Project Business Case and in Schedule 7 to this Agreement subject to approval of the Project Business Case
- “Annual Costs Budget”** the approved annual costs budget held by the Regional Office for and on behalf of the Councils in relation to the payment of any Accountable Body Costs, Economic

Strategy Board Costs, Joint Committee Costs (including Joint Scrutiny Committee Costs, Programme Board Costs and Regional Office Costs) in accordance with this Agreement;

“Applicable Law”	means all applicable laws, statutes, regulations, regulatory requirements, guidance and codes of practice in any relevant jurisdiction as amended, updated or replaced from time to time, including the Data Protection Laws;
“Business Day”	any day other than a Saturday or Sunday or a public or bank holiday in Wales;
“Commencement Date”	the date of this Agreement;
“Conditions Longstop Date”	the date agreed by the Joint Committee by when the Funding Conditions must be agreed by the Councils;
“Confidential Information”	all know-how and other information relating to the business, affairs or methods of all or any Council and any other participant in the Swansea Bay City Deal and any applicant for funding from the Swansea Bay City Deal, which is contained in or discernible in any form whatsoever (including without limitation software, data, drawings, films, documents and computer-readable media) whether or not marked or designated as confidential or proprietary or which is disclosed orally or by demonstration and which is described at the time of disclosure as confidential or is clearly so from its content or the context of disclosure;
“Co-opted Body”	a body from which a representative is co-opted as a non-voting member of the Joint Committee in accordance with Schedule 1;
“Co-opted Member Protocol”	the protocol agreed by the Councils specifying the standard of conduct required of co-opted members of the Joint Committee;
“Council Contribution”	the funding provided by each Council to the Annual Budget Costs as set out in clause 19;
“Councils”	Carmarthenshire County Council, Neath Port Talbot County Borough Council, Pembrokeshire County Council and the Council of the City and County of Swansea and “Council” shall be construed accordingly;
“Councils’ Obligations”	the obligations set out in clause 3;
“DPA”	the Data Protection Act 1998;

"DP Regulator"	any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws;
"Data"	any data, document, code, information, Personal Data in connection with this Agreement;
"Data Incident"	the reasonable suspicion of, discovery by, or notice to a party that (a) Data has been or is likely to be accessed or obtained by an unauthorised person; or (b) a party's systems have been or are likely to be compromised or vulnerable; or a person has threatened the unauthorised access to or obtaining of any Data;
"Data Protection Laws"	any applicable laws and regulations in any relevant jurisdiction relating to privacy or the use or processing of Personal Data relating to natural persons, including: (a) EU Directives 95/46/EC and 2002/58/EC (as amended by 2009/139/EC) and any legislation implementing or made pursuant to such directives, including the Data Protection Act 1998 (the "DPA") and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) from 25 May 2018 EU Regulation 2016/679 ("GDPR"); (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR; in each case, to the extent in force, and as such are updated, amended or replaced from time to time; and (d) the Regulation of Investigatory Powers Act 2000 and the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000;
"Data Subject"	shall have the meanings set out in the DPA until 25 May 2018 and thereafter the meaning set out in the GDPR;
"Delivery Lead"	the organisation responsible for the preparation and submission of the Project Business Case for and delivery of each project as set out in the Implementation Plan;
"Economic Strategy Board"	the board established in accordance with clause 17 and Schedule 6;
"Economic Strategy Board Costs"	the operational and management costs of the Economic Strategy Board;
"FOI Legislation"	the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004
"Funding Conditions"	any conditions imposed by the UK Government or the Welsh Government for the release of the Government Funding to be signed by the Accountable Body;
"Government Funding"	funding of £241 million to be made available to the Swansea Bay City Deal from the UK Government and the Welsh Government consisting of £115.6 million from

	the UK Government and £125.4 million from the Welsh Government;
“Government Review”	an examination carried out by the UK Government and Welsh Government jointly once a year of projects in the Swansea Bay City Deal in order to assess the progress and likelihood of the Councils’ successful delivery of the Swansea Bay City Deal such reviews to take place no more than once in each calendar year during the currency of this Agreement;
“IP Material”	the Intellectual Property in the Material;
“Implementation Plan”	the implementation plan agreed by the Joint Committee setting out the activities that shall support the delivery of the Swansea Bay City Deal;
“Intellectual Property”	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;
“Internal Costs”	the costs associated with each Council providing internal Council resources in relation to the Swansea Bay City Deal which includes but is not limited to: staffing costs and associated overheads; project management; technical and administrative support; communications; costs incurred in respect of managing Requests for Information;
“Joint Committee”	a committee of elected members from the Councils which shall be responsible for ensuring and overseeing the delivery of the functions set out in Schedule 1 (Terms of Reference of the Joint Committee) with a view to securing their more efficient, economical and effective discharge;
“Joint Committee Costs”	the operational and management costs of the Joint Committee;
“Joint Committee Meeting”	a meeting of the Joint Committee;
“Joint Committee Withdrawal Notice”	a notice issued by one of the Councils in accordance with clause 22 to give notice of its withdrawal from the Swansea Bay City Deal and this Agreement;

“Joint Scrutiny Committee Costs”	the operational and management costs of the Joint Scrutiny Committee
“Lead Chief Executive”	the local authority officer designated by the Joint Committee in accordance with clause 9 to act as principal adviser to the Joint Committee and to manage and oversee the work of the Regional Office staff;
“Local Authority”	a principal council as defined in section 270 of the Local Government Act 1972 or any body established as a successor of a principal council;
“Material”	all data, text, graphics, images and other materials or documents created, used or supplied by a Council in connection with this Agreement unless before the first use or supply the Council notifies the other Councils that the data, text supplied is not to be covered by this definition;
“Personal Data”	shall have the meanings set out in the DPA until 25 May 2018 and thereafter the meaning set out in GDPR for personal data governed by such laws and shall also include “Personal Information” classified as “personal information” or “personally identifiable information” or similar term under the Applicable Law governing a person’s processing of personal information about an individual;
“Powers”	<p>the powers of Welsh local authorities under:</p> <ul style="list-style-type: none"> (i) 101, 102, 111, 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 well-being power in section 2 of the Local Government Act 2000; (iv) the incidental powers in section 111 of the Local Government Act 1972; (v) 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; (vi) all other powers them so enabling;
“PR Protocol”	a protocol agreed by the Councils for the release of public statements and press releases relating to the Swansea Bay City Region

“Programme Board”	the board established in accordance with clause 16 and Schedule 2 for the purpose of implementing the Swansea Bay City Deal and the Councils’ obligations in relation to the Swansea Bay City Deal;
“Programme Board Costs”	the operational and management costs of the Programme Board;
“Project Authority Lead”	the Council responsible for the Government Funding element of funding for each project as set out in clause 12 and the Implementation Plan
“Project Business Case”	a document setting out details of a project proposed for inclusion in the Swansea Bay City Deal and explaining why it should be included in the Swansea Bay City Deal;
“Project Conditions”	the project funding conditions proposed by the Welsh Government or the UK Government for each project as referred to in clause 12;
“Regional Office”	the office established by the Councils to manage the Swansea Bay City Deal;
“Regional Office Costs”	the operational and management costs of the Regional Office;
“Regional Office Costs Budget”	the budget for the Regional Office Costs;
“Regional Project”	a project located in the area of more than one of the Councils;
“Regional Project Delivery Lead”	the organisation responsible for preparation and submission of the Project Business Case for and delivery of a Regional Project;
“Resolution”	a decision taken by or on behalf of one of the Councils in compliance with that Council’s constitution and scheme of delegation;
“Shadow Board”	a board of representatives of the Councils who took provisional decisions on matters relevant to the Swansea Bay City Deal before the establishment of the Joint Committee;
“Swansea Bay City Deal”	a programme supported by the UK Government and the Welsh Government and administered through the joint committee established in accordance with clause 4 of this Agreement to provide the Swansea Bay City Region and its partners with new ways of working and resources to unlock significant economic growth across the Swansea Bay City Region and with an opportunity to continue tackling the area’s barriers to economic growth through developing higher value sectors and higher value employment opportunities to match, increasing the number of businesses within these

sectors to widen the economic base, and improving the region's GVA level against the UK average;

"Swansea Bay City Region"

the administrative area covered by Carmarthenshire County Council, Neath Port Talbot County Borough Council, Pembrokeshire County Council and City and County of Swansea Council for Local Authority services;

"Withdrawing Council"

a Council that has given notice of its intention to withdraw from the Swansea Bay City Deal and this agreement in accordance with clause 22

- 1.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 Any reference to the title of an officer of any of the Councils shall include any person holding such office from time to time by the same or any title substituted thereafter or such other officer of the relevant Council as that Council may from time to time appoint to carry out the duties of the officer referred to.
- 1.8 The Schedules form part of this Agreement and shall 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. Commencement and Duration

- 2.1 This Agreement shall commence on the Commencement Date and shall continue in force for fifteen years from the Commencement Date or until the earlier of the following dates:
 - (a) The condition subsequent set out in clause 2.2 (Condition Subsequent) is not satisfied or otherwise waived in writing by the Councils prior to the Conditions Longstop Date;
 - (b) All the Councils agree in writing to its termination; or

- (c) There is only one remaining Council which has not withdrawn from this Agreement in accordance with clause 22 (Withdrawal from this Agreement).

2.2 The Condition Subsequent is that the Councils shall have approved the Funding Conditions before the Conditions Longstop Date.

3. The Councils' Obligations

3.1 The Councils agree to work together to carry into effect the Swansea Bay City Deal pursuant to and in accordance with this Agreement.

3.2 To that end the Councils shall develop, agree and promote the Swansea Bay City Deal and (without prejudice to the generality of that obligation) shall comply with their duties as set out at clauses 7 (Duties of the Accountable Body) and 8 (Duties of the other Councils). This is subject to the fiduciary financial and legal duties of each Council.

3.3 Without prejudice to the specific terms of this Agreement, the Councils further agree that they shall conduct their relationship:

- (a) In accordance with the strategic aims of the Swansea Bay City Deal as follows:

- (i) The Internet of Economic Acceleration.
- (ii) The Internet of Life Science & Well-Being.
- (iii) The internet of Energy.
- (iv) Smart Manufacturing.

and

- (b) In accordance with the following principles:

- (i) Openness and trust: The Councils shall be open and trusting in their dealings with each other, make information and analysis available to each other, discuss and develop ideas openly and contribute fully to all aspects of making the joint working successful. The Councils shall embrace a commitment to transparency in their dealings and shall recognise the need to comply with statutory access to information requirements including FOI Legislation and supporting codes of practice.
- (ii) Commitment and drive: The Councils shall be fully committed to working jointly, shall seek to fully motivate employees and shall address the challenges of delivering the Swansea Bay City Deal with enthusiasm and a determination to succeed.
- (iii) Skills and creativity: The Councils recognise that each brings complementary skills and knowledge which they shall apply creatively to achieving the Councils' objectives, continuity, resolution of difficulties and the development of the joint working relationship and the personnel working within it. It is recognised that this shall involve the appreciation and adoption of common values.

- (iv) Effective relationships: The roles and responsibilities of each Council shall be clear with relationships developed at the appropriate levels within each organisation with direct and easy access to each other's representatives.
- (v) Developing and adaptive: The Councils recognise that they are engaged in a potentially long term business relationship which needs to develop and adapt and shall use reasonable endeavours to develop and maintain an effective joint process to ensure that the relationship develops appropriately and in line with these principles and objectives.
- (vi) Reputation and Standing: The Councils shall pay the utmost regard to the standing and reputation of one another, and act with regard to each Council's own employer and member codes of conduct and shall not do or fail to do anything which may bring the standing or reputation of any other Council into disrepute or attract adverse publicity to any other Council.
- (vii) Reasonableness of decision making: The Councils agree that all decisions made in relation to this Agreement and the Swansea Bay City Deal shall be made by them acting reasonably and in good faith.
- (viii) Members and Officers' Commitments: Each Council shall use its reasonable endeavours to procure that their respective members and officers who are involved in the Swansea Bay City Deal shall at all times act in the best interests of the Swansea Bay City Deal, and act compatibly with regard to each Council's own employer and member codes of conduct, devote sufficient resources to deliver the Swansea Bay City Deal and respond in a timely manner to all relevant requests from the other Councils.

4. Establishment of a Joint Committee

- 4.1 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 Swansea Bay City Region Joint Committee with effect from the Commencement Date.
- 4.2 The Councils shall use their Powers in sections 101, 102, 111, 112 and 113 of the Local Government Act 1972, sections 2, 19 and 20 of the Local Government Act 2000, section 1 of the Local Authorities (Goods and Services) Act 1970, section 25 of the Local Government (Wales) Act 1994, section 9 of the Local Government (Wales) Measure 2009 and all other enabling powers available from time to time to facilitate their effective participation in the Joint Committee and the effective delivery of the Swansea Bay City Deal.
- 4.3 The terms of reference of the Joint Committee as at the date of signature of this Agreement are set out at Schedule 1 to this Agreement.
- 4.4 The Councils may from time to time vary the terms of reference of the Joint Committee and this shall be a matter reserved to the Councils. In the event that the Councils agree to vary the terms of reference of the Joint Committee they shall notify the Regional Office and the Regional Office shall arrange

for Schedule 1 to this Agreement to be amended. The reservation to the Councils does not preclude the Joint Committee from making recommendations to vary the terms of the reference where it considers they shall promote the Council's Obligations.

- 4.5 The Joint Committee shall operate and conduct its business in accordance with the terms of this Agreement including the Terms of Reference of the Joint Committee as set out at Schedule 1 to this Agreement.
- 4.6 The Joint Committee shall not have power to approve any matter which has been reserved to the Councils as set out in Schedule 5 to this Agreement.
- 4.7 The Joint Committee may delegate functions to sub-committees and officers.
- 4.8 This Agreement is without prejudice to each Council's other powers and responsibilities for its area.

5. Arrangements for the discharge of functions

- 5.1 The Councils agree to use their powers under section 101(1) of the Local Government Act 1972, sections 19 and 20 of the Local Government Act 2000 and all other enabling powers to enter into arrangements under which the Joint Committee shall discharge on their behalf the functions set out in the terms of reference of the Joint Committee in Schedule 1 to this Agreement.
- 5.2 Each Council hereby represents and confirms to the other Councils that it has obtained all necessary consents sufficient to ensure the delegation of functions and responsibilities provided for by this Agreement.
- 5.3 Each Council warrants that entering into this Agreement and its participation in the Joint Committee is consistent with its own constitution.

6. Appointment of the Accountable Body

- 6.1 The Councils have agreed that with effect from the Commencement Date Carmarthenshire County Council shall act as the Accountable Body responsible for discharging the Councils' Obligations in relation to the Swansea Bay City Deal pursuant to and in accordance with this Agreement.
- 6.2 If the Accountable Body defaults on any of the provisions of this Agreement and the Joint Committee decides that a replacement Accountable Body should be appointed or the Accountable Body withdraws pursuant to clause 22, then the Joint Committee shall appoint another Council as the Accountable Body with the consent of that Council such appointment to take effect when the withdrawal or termination takes effect or as soon as possible after that occurs.
- 6.3 If a replacement Accountable Body is appointed pursuant to clause 6.2 any reference to Carmarthenshire County Council in its capacity as the initial Accountable Body shall be read with reference to the replacement Accountable Body.
- 6.4 The Accountable Body shall act as the Accountable Body as set out in this Agreement and shall receive the Government Funding for and on behalf of the Councils and shall hold and manage such Government Funding in

accordance with the terms of this Agreement. The Accountable Body shall receive the Councils' Contributions and shall hold and manage the Councils' Contributions in accordance with the terms of this Agreement.

6.5 If the Accountable Body is replaced as Accountable Body in accordance with clause 6.2 the Accountable Body shall comply with its duties in clause 7.2.

7. Duties of the Accountable Body

7.1 The Accountable Body shall:

- (a) Act diligently and in good faith in all its dealings with the other Councils.
- (b) Act with reasonable skill and care and in accordance with best practice.
- (c) Act in accordance with the principles and strategic aims of this Agreement and any applicable policies agreed by the Joint Committee.
- (d) Comply with any investigation by any statutory ombudsman or tribunal relating to the Swansea Bay City Deal.
- (e) Act as the primary interface with Welsh Government, UK Government and any other funding bodies necessary to discharge the Councils' Obligations.
- (f) Hold and release any Government Funding in relation to the Swansea Bay City Deal and only to use and release such funds as agreed in accordance with the terms of such funding and this Agreement.
- (g) Comply with the Funding Conditions.
- (h) Undertake the accounting and auditing responsibilities set out in this Agreement.
- (i) Employ the Regional Office staff

7.2 If the Accountable Body is replaced as Accountable Body in accordance with clause 6.2 the Accountable Body shall take any action required by any or all of the other Councils to allow another of the Councils to take on the role of Accountable Body and to allow the other Councils to continue with this Agreement and the Swansea Bay City Deal. Without prejudice to the generality of the foregoing the Accountable Body shall promptly:

- (a) Transfer any information which it holds in its role as Accountable Body to any person or body to whom the Chair of the Joint Committee instructs it to transfer;
- (b) Co-operate with the other Councils to identify whether the Regional Office staff shall transfer to the replacement Accountable Body and shall promptly facilitate any such transfer unless otherwise agreed by the Councils;
- (c) Transfer any other assets which it holds in its role as Accountable Body to any person or body to whom the Chair of the Joint Committee instructs it to transfer;

8. Duties of the Other Councils

- 8.1 The Councils other than the Accountable Body shall act diligently and in good faith in all their dealings with the Accountable Body and shall assist the Accountable Body to discharge the Councils' obligations in relation to the Swansea Bay City Deal pursuant to and in accordance with this Agreement and all applicable legislation.

9. Regional Office

- 9.1 The Accountable Body shall establish a Regional Office to be responsible for the day to day management of matters relating to the Joint Committee and the Swansea Bay City Deal. The Regional Office shall have day to day responsibility for managing the identification assessment approval monitoring and evaluation processes for interventions and projects. The Regional Office shall deliver all administrative functions necessary to the implementation of the Swansea Bay City Deal. The Regional Office shall maintain a register of interests of co-opted members of the Joint Committee and the Economic Strategy Board. The Regional Office shall provide monitoring reports to the Joint Committee and to the Economic Strategy Board. Persons employed to work in the Regional Office shall be employed by the Accountable Body.
- 9.2 The Joint Committee shall designate the Head of Paid Service of the Accountable Body as Lead Chief Executive to act as its principal adviser and as Accountable Officer to manage and oversee the work of the Regional Office staff.
- 9.3 The Accountable Body shall be responsible for accommodating the Regional Office in accordance with arrangements approved by the Joint Committee.

10. Implementation Plan

- 10.1 The Joint Committee shall approve the Implementation Plan at its first meeting which complies with the provisions of clause 10.2 below. The Implementation Plan in order to be adopted must also be approved by the Welsh Government and the UK Government which may be given either before or after it is considered for adoption by the Joint Committee.
- 10.2 The Implementation Plan shall set out the high level activities that shall support the delivery of the Swansea Bay City Deal and shall include details of the nature of each of the projects, their outcomes and benefits, key tasks and the indicative timeline and interdependencies between the projects.
- 10.3 The Joint Committee shall review the Implementation Plan annually. The first review shall take place no later than one year after the approval of the Implementation Plan. Reviews in later years shall take place no later than one year after the previous review.

11. Projects Funded by The Swansea Bay City Deal

- 11.1 The Swansea Bay City Deal shall fund local and regional projects in the following themes:
- (a) Internet of Economic Acceleration.

(b) Internet of Life Science and Wellbeing.

(c) Internet of Energy.

(d) Smart Manufacturing.

11.2 Details of the allocation of Government Funding, private and public funding and local government contributions for each project are set out at 0.

11.3 The proportion of the Government Funding shall be in accordance with the details set out at Schedule 7 unless the Councils agree to vary this.

12. Processes for Funding Projects

12.1 The Delivery Lead for projects in the Swansea Bay City Deal shall be as set out in the Implementation Plan.

12.2 The Project Authority Lead for projects in the Swansea Bay City Deal shall be as set out in the Implementation Plan.

12.3 In order to receive funding from the Swansea Bay City Deal every project must observe the following procedure:

(a) The Delivery Lead must submit a Project Business case to the Regional Office in accordance with the Implementation Plan. The Project Business case shall include a Resolution of the Project Authority Lead and all Councils in whose area the project shall take place that they approve the submission of the Project Business case.

(b) If one or more of the Councils does not approve the Project Business Case for a Regional Project for submission to the UK Government and the Welsh Government the Regional Project shall be referred directly to the Joint Committee for the Joint Committee to decide whether:

(i) Additional time is to be allowed to address concerns of the particular Council; or

(ii) A revised Project Business Case is to be prepared omitting the Council which does not approve in which case a revised Project Business Case shall be resubmitted and approved in accordance with this clause 12; or

(iii) Whether a project is no longer viable and should no longer be progressed in which case clause 12.6 shall be followed.

(c) All Project Business Cases for projects to be considered for funding from the Swansea Bay City Deal must meet the requirements of extant guidance from the UK and Welsh Governments which at the Commencement Date of this Agreement is guidance on the preparation of "five case business models" and accordingly every Project Business Case must include full details of:

(i) The strategic case (strategic fit and clear investment objectives)

(ii) The economic case (optimising value for money)

- (iii) The commercial case (attractiveness to the market and procurement arrangements)
 - (iv) The financial case (affordability – including the contributions to be made by other public and private sector partners and the basis for them); and
 - (v) The management case (deliverability – including confirmation of decisions made and required by the governance arrangements of third party funders of a project - and plans for delivery)
- (d) Upon receipt of a Project Business case the Regional Office shall assess the quality and financial profile of the Project Business Case and shall pass a copy of the Project Business Case to the UK Government and the Welsh Government to carry out their own assessments of the Project Business Case.
 - (e) If the Regional Office is not satisfied with the quality of the Project Business Case it shall return the Project Business Case to the Delivery Lead and notify the Project Authority Lead. The Project Authority Lead shall request all Councils involved in the project to pass any resolutions necessary to agree to amendments of the Project Business Case. The Project Business Case shall be amended as necessary and resubmitted.
 - (f) When the Regional Office is satisfied with the Project Business Case it shall send the Project Business Case to: the Programme Board with a request for the Programme Board to analyse the financial viability, deliverability and risk of the proposal and make a recommendation on whether or not the business case should proceed.
 - (g) When the Regional Office has received a recommendation from the Programme Board it shall send the Project Business Case to the Economic Strategy Board with a request for the Economic Strategy Board to assess the Project Business Case against the strategic aims and objectives of the Swansea Bay City Deal and make a recommendation on whether or not the Project Business Case should proceed. The Economic Strategy Board shall make its recommendation to the Regional Office within one month of receiving the Project Business case. In the absence of any recommendation within such timescale the Regional Office shall be permitted to submit the recommendation for the Programme Board to the Joint Committee for consideration.
 - (h) The Regional Office shall submit the recommendations from the Programme Board and the Economic Strategy Board to the Joint Committee.
 - (i) The Joint Committee shall consider the Project Business Case and the recommendations of the Programme Board and the Economic Strategy Board and decide whether or not to approve the project for submission to the UK Government and the Welsh Government for approval by the UK Government and the Welsh Government for the release of Government Funding for the project
 - (j) If the Joint Committee approves a project for submission to the UK Government and the Welsh Government it shall request the Project Authority Lead and all Councils in whose areas the project shall take place consider and approve the Project Conditions proposed by the Welsh

Government for the project. Upon approval of the Project Conditions the Joint Committee shall direct the Accountable Body to release the Government Funding for that element of the project.

- (k) If the Joint Committee does not approve a project for submission to the UK Government and the Welsh Government or the Council or Councils in whose area the project shall take place does not approve the submission the Joint Committee shall inform the Regional Office and the Regional Office shall inform the Economic Strategy Board, the Programme Board, the Delivery Lead and the Project Authority Lead. The Joint Committee shall decide whether a revised Project Business Case shall be prepared or whether the project should no longer be progressed in which case the process in clause 12.6 shall be followed.
- 12.4 The Project Authority Lead shall be responsible for ensuring compliance with the Project Conditions imposed by the Welsh Government. Government Funding paid to any project must not exceed the amount allocated to the project in accordance with the Implementation Plan or as otherwise agreed by the Joint Committee.
- 12.5 If a Council wishes to withdraw from a project in the Swansea Bay City Deal, it shall do so in accordance with any funding agreement into which it has entered for the project and shall notify the Regional Office.
- 12.6 The Councils may agree to withdraw a project identified in the Implementation Plan and to replace it with another project or to change the Project Authority Lead for a project in the Implementation Plan in accordance with the following process as set out in Schedule 10 to this Agreement:
- (a) The Project Authority Lead responsible for the project which is to be withdrawn or given a change of Project Authority Lead must inform the Regional Office of the need for the project to be withdrawn or given a change of Project Authority Lead. If the Project Authority Lead informs the Regional Office of the need for a project to be withdrawn the Project Authority Lead may propose a new project to take the place of the project to be withdrawn.
- (b) The Regional Office shall inform the Programme Board of the need for the project to be withdrawn or given a change of Project Authority Lead. The Regional Office shall also provide the Programme Board with details of any proposal for a new project from the Project Authority Lead which has informed the Regional Office of the need to withdraw a project in accordance with clause 12.6(a).
- (c) The Programme Board shall review the financial implications of the proposed withdrawal of a project or change of Project Authority Lead including consideration of abortive costs and any proposal for a new project in accordance with clause 12.6(a) and submit a report to the Economic Strategy Board.
- (d) The Economic Strategy Board shall consider the implications of the proposed withdrawal of a project or change of Project Authority Lead and any proposal for a new project in accordance with clause 12.6(a). The Economic Strategy Board shall provide recommendations to the Joint Committee on whether the new project proposed in accordance with

clause 12.6(a) should replace the project to be withdrawn and if not the process for selecting new projects or reallocation of funding.

- (e) The Joint Committee shall consider the recommendations of the Economic Strategy Board and decide whether the new project proposed in accordance with clause 12.6(a) should replace the project to be withdrawn or whether there should be a bidding process for a new project for the Swansea Bay City Deal or reallocation of funding to another project in the Swansea Bay City Deal.
 - (f) The Regional Office shall notify the Welsh Government and the UK Government of the decision of the Joint Committee and seek their approval for the release of Government Funding for the new project.
 - (g) On receipt of the Welsh Government and UK Government approval the Regional Office shall, depending on the decision of the Joint Committee:
 - (i) Direct the Accountable Body to reallocate any funds in accordance with the Joint Committee decision to replace the project or reallocate and notify the relevant Project Authority Lead(s) and Delivery Lead(s); and/or
 - (ii) Commence a bidding process by inviting the Councils to submit strategic outline cases for Government Funding for replacement projects.
 - (h) The Programme Board and the Economic Strategy Board shall assess the strategic outline cases and make recommendations to the Joint Committee as to which Councils should be invited to submit outline business cases in respect of which projects.
 - (i) The Joint Committee shall consider the recommendations of the Programme Board and the Economic Strategy Board and may invite one or more of the Councils to submit outline business cases for replacement projects in the Swansea Bay City Deal.
 - (j) The Joint Committee shall consider the outline business cases and may invite one or more of the Councils to submit full business cases for replacement projects in the Swansea Bay City Deal.
 - (k) If a Council submits a full business case for a replacement project in the Swansea Bay City Deal this shall be considered for funding from the Swansea Bay City Deal in accordance with the process set out in clauses 12.3(a) to 12.3(k).
- 12.7 A diagram representing the process for approving business cases is set out at Schedule 8
- 12.8 Diagrams representing the process for the flow of finances to local projects and Regional Projects in the Swansea Bay City Deal are set out at 0. Funding shall be released from the Accountable Body on a project by project basis. Allocation shall be based on 1/15 of the Allocated Sum per project. No funding shall be released from the Accountable Body until the Project Business Case is approved. If project approval is delayed and funding not released in 2018/19 the release in future years shall be greater than the 1/15 allocated subject to the equivalent level of expenditure being incurred until funding is back in line with the 1/15 allocation. This profile shall be

agreed with the Accountable Body when the Project Business Case is agreed with the Welsh Government.

13. Borrowing

- 13.1 Each Council shall be responsible for borrowing to provide funding or otherwise securing funding for projects located in its own area.
- 13.2 The Councils may agree that borrowing for a Regional Project should be made by all the Councils equally or in proportions agreed by the Councils or that borrowing should be carried out by one Council on behalf of the other Councils if they so agree. The decisions as to whether borrowing for any project shall be carried out by one Council on behalf of the other Councils and the proportions shall be determined by the Councils as a matter reserved to the Councils.

14. Funding from other bodies

- 14.1 If any body other than the Councils, the UK Government or the Welsh Government provides funding for a project funded by the Swansea Bay City Deal the Project Authority Lead may decide to enter into a funding agreement with the body providing funding or with the Delivery Lead.
- 14.2 If a project is located in the areas of more than one Council that project shall be regarded as a Regional Project. The Councils shall agree which Council may enter into a funding agreement with the body providing funding for a Regional Project or with the Regional Project Delivery Lead. This decision shall be a matter reserved to the Councils.
- 14.3 The retention of 50% of the additional net yield of non-domestic rates from projects in the Swansea Bay City Deal shall be applied across the Swansea Bay City Region proportionate to the Swansea Bay City Deal projects subject to the method of ascertaining the proportions to be determined by the Joint Committee at the relevant time.

15. Sub-committees

- 15.1 The Joint Committee shall establish the membership and terms of reference for any sub-committees or sub-groups which it establishes and may dissolve such sub-committees or sub-groups. Sub-committees to which the Joint Committee delegates functions are bound by the provisions of this Agreement regulating the taking of decisions by the Joint Committee. The Joint Committee may create additional sub-committees from time to time as it sees fit.

16. Programme Board

- 16.1 The Joint Committee shall establish a Programme Board ("PB") which shall report to the Joint Committee. The Programme Board shall have the terms of reference set out at Schedule 2.

17. Economic Strategy Board

- 17.1 The Joint Committee shall facilitate the establishment of an Economic Strategy Board ("ESB"). The Economic Strategy Board shall have the terms of reference set out at Schedule 6. The process for recruitment of the

Economic Strategy Board's membership shall be approved by the UK and Welsh Governments.

18. Commitment of the Councils

18.1 Subject to clause 22 the Councils agree and undertake to commit to the Swansea Bay City Deal in accordance with the terms of this Agreement.

19. Costs

19.1 Three Year and Annual Budget

(a) The Joint Committee shall agree a budget for the Accountable Body costs, ESB costs, Joint Committee costs, Joint Scrutiny Committee costs, Programme Board costs and Regional Office costs on a rolling 3 year basis. The Joint Committee shall review this budget annually and shall agree the Annual Costs Budget each year with the year 1 being confirmed and years 2 and 3 being indicative.

19.2 Internal Costs

- (a) The Internal Costs incurred by each Council for a project in its own area shall be borne in the first instance by the Council providing that internal resource but may subsequently be included as costs within a Project Business Case.
- (b) If the Regional Office undertakes work to assist the development of an individual project the costs incurred may be included in the Project Business Case.
- (c) All Internal Costs for a Regional Project shall be agreed by the Regional Lead Body.

The Internal Costs incurred for a Regional Project shall be paid by the Project Authority Lead for the project. The Project Authority Lead for each project shall make provision for reimbursement of its Internal Costs in the business case it submits to the Regional Office for the project

19.3 Accounts

(a) The Accountable Body shall prepare accounts for any Accountable Body, Joint Committee, Economic Strategy Board, Programme Board, Joint Scrutiny Committee and Regional Office costs incurred for the relevant accounting periods.

19.4 Annual Costs Budget

(a) The Annual Costs Budget for Years 1-5 shall be funded from the £50,000 paid by each Council each year. The funding of the Annual Costs Budget for future years shall be a matter for the Constituent Authorities to agree.

(b) Costs in the Annual Costs Budget not funded from Council Contributions shall be recovered as project costs.

(c) The Joint Committee shall if necessary consider and recommend to the Councils alternative funding options for the Annual Costs Budget. The Councils

shall decide whether or not to agree to alternative funding options proposed by the Joint Committee.

20. Audit and Scrutiny

- 20.1 In exercise of their powers under sections 101 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 Scrutiny Committee with effect from the Commencement Date. The Joint Scrutiny Committee shall provide a scrutiny function to ensure greater public accountability over decisions made by the Joint Committee and any of its sub-committees and related entities.
- 20.2 The terms of reference of the Joint Scrutiny Committee are set out at Schedule 12 to this Agreement.
- 20.3 The membership of the Joint Scrutiny Committee shall consist of 12 members. Each of the Councils shall nominate three members for appointment to the Joint Scrutiny Committee. The member nominated by each Council shall be an elected member of that Council but shall not be a member of that Council's executive and shall not be a member of the Joint Committee.
- 20.4 The Chair of the Joint Scrutiny Committee shall not be a member of the Council which is providing the Chair of the Joint Committee.
- 20.5 The role of the Joint Scrutiny Committee is to provide advice, challenge and support to the Joint Committee. The Joint Scrutiny Committee shall be required to:
- (a) Review and scrutinise the Joint Committee's financial affairs.
 - (b) Review and assess the Joint Committee's risk management, internal control and corporate governance arrangements.
 - (c) Review and assess the economy, efficiency and effectiveness with which resources have been used.
 - (d) Make reports and recommendations to the Joint Committee in relation to the points in (a) to (c).
- 20.6 The Accountable Body shall audit the finances and the discharge of functions relating to the Swansea Bay City Deal.
- 20.7 If any Council is provided with funding from the Government Funding to implement a project in the Swansea Bay City Deal it shall audit the finances and the discharge of functions relating to that project.
- 20.8 Any Council which is provided with funding from the Government Funding to implement a project in the Swansea Bay City Deal shall keep records of time worked by any person working on the project and any other cost relating to the project. Any Council which holds such records shall permit the Accountable Body, the Joint Committee and the other Councils and any of their representatives to examine and copy those records in order to undertake any audit pursuant to this Agreement.

- 20.9 The Accountable Body shall keep records of time worked by any person working for the Accountable Body on any matter relating to the Joint Committee or the Swansea Bay City Deal.
- 20.10 Each Council shall permit all records referred to in this Agreement to be examined and copied from time to time by the Accountable Body or any representatives of the Accountable Body or any other representatives who reasonably require access to the same in order to undertake any audit of the funds received and spent pursuant to this Agreement. The Accountable Body shall permit all records held by it which are referred to in this Agreement or relate to this Agreement to be examined and copied from time to time by any representatives of any of the Councils. If a representative of any of the Councils requests from the Accountable Body a copy in electronic form of any record held by the Accountable Body which is referred to in this Agreement or relates to this Agreement the Accountable Body shall provide a copy of the requested record in electronic form if the record exists in electronic form when the Accountable Body receives the request.
- 20.11 The Auditor General for Wales shall have access to any document relating to the Joint Committee for the purpose of the Auditor General's examination of any auditable accounts, for the purpose of undertaking studies under section 145A of the Government of Wales Act 1998 or for the purpose of carrying out in accordance with any enactment other examinations or studies into the economy, efficiency and effectiveness with which a person has used resources in discharging the person's functions and any officer of the Wales Audit Office, the Welsh Government and the European Commission shall have access to any document relating to the Joint Committee and shall be permitted at reasonable notice to visit the premises of the Accountable Body and the other Councils and to inspect activities funded by the Government Funding and to examine and take copies of books of account and other documents and records relating to activities funded by the Government Funding.

21. Mitigation

- 21.1 Each Council shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Council is entitled to bring a claim against any other Council pursuant to this Agreement.

22. Withdrawal from this Agreement

- 22.1 If a Council wishes to withdraw from the Swansea Bay City Deal and this Agreement, it shall provide not less than twelve months' written notice terminating at the end of a financial year of its intention to withdraw to the Regional Office ("Joint Committee Withdrawal Notice"). The Councils may require any Council which seeks to withdraw from the Swansea Bay City Deal and this Agreement to meet specified conditions before the Councils agree to accept the Joint Committee Withdrawal Notice. The specified conditions may include but shall not be limited to payment of any amounts due to be paid in accordance with this Agreement by the Council which seeks to withdraw and payment by that Council of any costs which the other Councils identify that they shall incur as a result of the withdrawal of that Council. The Regional Office shall notify the Accountable Body no later than ten Business Days after it receives a Joint Committee Withdrawal Notice and the Accountable Body shall notify the Welsh Government and

the UK Government no later than 10 Business Days after it receives notification from the Regional Office.

- 22.2 In the event that a Joint Committee Withdrawal Notice is issued by the Accountable Body the Accountable Body shall during the period of notice comply with its obligations under clause 7.2.

23. Termination of This Agreement

- 23.1 The Councils agree that this Agreement may be determined upon terms agreed by all the Councils.

24. Liabilities of the Councils

- 24.1 The Accountable Body shall indemnify and keep indemnified each of the other Councils 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 Accountable Body of its obligations under this Agreement or negligent act or omission in relation to such obligations (and "wilful" in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of the Accountable Body).
- 24.2 No claim shall be made against the Accountable Body to recover any loss or damage which may be incurred by reason of or arising out of the carrying out by the Accountable Body of its obligations under this Agreement unless and to the extent such loss or damage arises from a wilful default or breach or negligent act or omission by the Accountable Body under clause 24.1.
- 24.3 Each of the other Councils (acting severally) shall indemnify and keep indemnified the Accountable Body and the other Councils against all losses, claims, expenses, actions, demands, costs and liabilities which the Accountable Body or the other Councils may incur by reason of or arising out of 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 Accountable Body of any such obligations.
- 24.4 The amount to be paid to the Accountable Body by any of the other Councils under Clause 24.3 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 equally unless the Councils agree otherwise.
- 24.5 A Council which receives a claim for losses, expenses, actions, demands, costs and liabilities which relates to this Agreement shall notify and provide details of such claim as soon as is reasonably practicable to the other Councils.
- 24.6 No Council shall be indemnified in accordance with this clause 24 unless it has given notice in accordance with clause 24.5 to the other Council against whom it shall be enforcing its right to an indemnity under this Agreement.

- 24.7 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.

25. Dispute Resolution

- 25.1 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.
- 25.2 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this clause 25. This is without prejudice to the right of any Council under section 103 of the Local Government Act 1972 to refer a dispute about the expenses of a joint committee to be determined by a single arbitrator agreed by the appointing authorities or, in the absence of agreement to be determined by the Welsh Ministers.
- 25.3 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, at the written request of any Council, be referred by each Council to its head of paid service.
- 25.4 If the Councils' heads of paid service do not agree a resolution of the Dispute within twenty Business Days of the date of service of any such request, either party may require the other party by notice in writing to attempt to settle the Dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. Within five Business Days of the date of service of such notice the parties shall each propose a mediator and shall seek to agree as to the selection of a mediator.
- 25.5 If the Councils are unable to agree on a mediator within ten Business Days of date of service of the notice referred to in clause 25.4 or the mediator agreed upon is unable or unwilling to act and the Councils cannot agree upon a substitute, any of the Councils may apply to CEDR to appoint a mediator as soon as practicable.
- 25.6 The Councils shall within five Business Days of the appointment of the mediator (the "Mediator") meet with him in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the negotiations. If considered appropriate, the Councils may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
- 25.7 All negotiations connected with the Dispute shall be conducted in strict confidence and without prejudice to the rights of the Councils in any future proceedings.
- 25.8 If the Councils reach agreement on the resolution of the Dispute, such agreement shall be reduced to writing and, once it is signed by the Councils

or their duly authorised representatives, shall be and remain binding upon the parties.

25.9 The costs and expenses of the mediation shall be borne equally by the Councils. Each Council shall bear its own costs and expenses of its participation in the mediation.

25.10 If mediation fails to secure a resolution within ten Business Days of the Mediator being appointed, the Councils shall attempt to settle the Dispute by arbitration under the Rules of the London Court of International Arbitration (which Rules are deemed to be incorporated by reference into this clause) and otherwise in accordance with clause 25.11.

25.11 In the event that an arbitration is commenced pursuant to clause 25.10, the parties agree that:

(a) the tribunal shall consist of one arbitrator who is to be a chartered accountant who is a full member of one of the CCAB bodies if the dispute relates to a financial matter or a solicitor of at least ten years standing as a qualified solicitor if the dispute relates to any other matter;

(b) the place of the arbitration shall be Swansea;

(c) the decision of the arbitrator shall be final and binding on the parties (save in the case of manifest error).

25.12 In the event that an arbitration is commenced pursuant to clause 25.10 the Regional Office shall notify the Welsh Government and the UK Government.

OR (reference of dispute to independent expert)

25.13 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 shall, at the written request of any Council be referred to:

(a) such chartered accountant who is a full member of one of the CCAB bodies if the dispute relates to a financial matter or a solicitor of at least ten years standing as a qualified solicitor if the dispute relates to any other matter as the Councils may agree in writing; or

(b) failing agreement on the identity of the chartered accountant for a dispute relating to a financial matter or the solicitor for a dispute relating to any other matter within seven days of the date of service of the request, such chartered accountant as may be appointed for this purpose on the application of any Council by the President for the time being of one of the CCAB bodies if the dispute relates to a financial matter or such solicitor as may be appointed by the President for the time being of the Law Society of England and Wales if the dispute relates to any other matter.

25.14 The chartered accountant or solicitor appointed under clause 25 (the "Expert") shall act on the following basis:

(a) he shall act as expert and not as arbitrator;

- (b) his terms of reference shall be to determine the matter in dispute, as notified to him in writing by either party within thirty days of his appointment;
- (c) the Councils shall each provide the Expert with all information which he reasonably requires and the Expert shall be entitled (to the extent he considers it appropriate) to base his opinion on such information;
- (d) the Expert's determination shall (in the absence of manifest error) be conclusive; and
- (e) the Experts' costs shall be borne in such proportions as the Expert may direct or, failing any such direction, shall be borne equally between the Councils unless agreed otherwise by the Councils.

26. Notices

26.1 Form of Notice

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 or special delivery 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 to all of the other Councils) or sent by facsimile to the number stated at 0 (or such other number as may be notified in writing from time to time to all of the other Councils).

26.2 Service

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 or special delivery post two Business Days after being posted; or
- (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 26.1 (Form of Notice)

Provided 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 9.00am on the next following Business Day.

27. Information and Confidentiality

- 27.1 Each Council shall keep confidential the Confidential Information and Intellectual Property Rights of any of the Councils and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of the Confidential Information and Intellectual Property Rights of the Councils other than as permitted under the provisions of this Agreement. Each Council shall not use or disclose other than as permitted under the provisions of this Agreement any Confidential Information about the business of or belonging to any other

Council or third party which has come to its attention as a result of or in connection with this Agreement.

- 27.2 The obligation in clause 27.1 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 statutory 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 Council without restrictions as to its use prior to its disclosure by the disclosing Council.
 - (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.

27.3 Where disclosure is permitted under clauses 27.2(a), 27.2(f), 27.2(g) or 27.2(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.

27.4 No Council shall make any public statement or issue any press release or publish any other public document relating to, connected with or arising out of this Agreement or any other agreement relating to the Swansea Bay City Deal other than in accordance with any PR Protocol agreed by the Councils.

28. Data Protection

28.1 The Councils shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement, which processing shall be in respect of the types of Personal Data, categories of Data Subjects, nature and purposes, and duration, set out in a document to be agreed by the Councils.

28.2 Each Council shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the

Data Protection Laws, and shall make such information available to any DP Regulator on request.

- 28.3 To the extent any Council processes any Personal Data on behalf of another Council the processing Council shall:
- (a) Process such Personal Data only in accordance with the other Council's written instructions from time to time and only for the duration of this Agreement.
 - (b) Not process such Personal Data for any purpose other than those set out in this Agreement or otherwise expressly authorised by the other Council.
 - (c) Take reasonable steps to ensure the reliability of all its personnel who have access to such Personal Data, limit such access to its personnel who require access, and remove, when no longer required, such access to the Personal Data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such Personal Data.
 - (d) Implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such Personal Data, including protecting such Personal Data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access.
 - (e) Not transfer such Personal Data outside the European Economic Area without the prior written consent of the other party.
 - (f) Inform the other Council within twenty four (24) hours if any such Personal Data is (while within the processing Council's possession or control) subject to a personal data breach (as defined in Article 4 of GDPR) or within such other time period as required under other Data Protection Laws, or is lost or destroyed or becomes damaged, corrupted or unusable.
 - (g) Only appoint a third party to process such Personal Data with the prior written consent of the other Council.
 - (h) Not use or disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other Council or as expressly provided for in this Agreement.
 - (i) Return or irretrievably delete all Personal Data on termination or expiry of this Agreement and not make any further use of such Personal Data.
 - (j) Provide to the other Council and any DP Regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this clause and the Data Protection Laws.
 - (k) Permit the other Council or its representatives to access any relevant premises, personnel or records of the processing Council on reasonable notice to audit and otherwise verify compliance with this clause.
 - (l) Take such steps as are reasonably required to assist the other Council in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR and other applicable Data Protection Laws.

- (m) Notify the other Council within two (2) Business Days if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data; and
 - (n) Provide the other Council with its full co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data.
- 28.4 If any Council receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by another Council or to another Council's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other Council and it shall provide the other Council with reasonable co-operation and assistance in relation to any such complaint, notice or communication.
- 28.5 If a Council requires another Council to make any disclosures or provide any information in respect of this Agreement in order to enable that party to meet its obligations under the Data Protection Laws the other Council shall do so.
- 28.6 The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

29. Intellectual Property

- 29.1 Each Council shall retain all Intellectual Property in its Material.
- 29.2 Each Council shall grant all of the other Councils and any other person specified by the Joint Committee 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 the Swansea Bay City Deal and any other purpose resulting from the Swansea Bay City Deal whether or not the Council party granting the licence remains a party to this Agreement.
- 29.3 Any Intellectual Property in Material which is produced by the Joint Committee or the Regional Office shall be held by the Accountable Body on behalf of the Councils jointly.
- 29.4 Without prejudice to clause 29.1, 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 shall 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.
- 29.5 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.

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- 29.6 Each Council warrants that it has or shall have the necessary rights to grant the licences set out in clause 29.2 and 29.4 in respect of the IP Material to be licensed.
- 29.7 Each Council agrees to execute such further documents and take such actions or do such things as may be reasonably requested by any other Councils (and at the expense of the Council or Councils making the request) to give full effect to the terms of this Agreement.

30. Freedom of Information

- 30.1 Each Council acknowledges that it and the other Councils are subject to the requirements of FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of an Information Request. The Councils shall comply with the Accountable Body's policy on FOI Legislation in respect of information disclosure obligations to the extent that they relate to the Swansea Bay City Deal.
- 30.2 Where a Council receives a request for information under either the FOI Legislation in relation to information which it is holding on behalf of any of the other Councils in relation to the Swansea Bay City Deal, it shall inform the Accountable Body and the other Councils of the request and its response.
- 30.3 The Accountable Body shall be required to assist any of the Councils in responding to a request for information to the extent that it relates to the Swansea Bay City Deal. This shall include co-ordinating the response when requested to do so by any of the Councils. All costs incurred by the Accountable Body in assisting a Council with a response to a request for information relating to the Swansea Bay City Deal shall be accounted for as Joint Committee Costs. Any Council which requests the Accountable Body to assist with or co-ordinate a response to a request for information relating to the Swansea Bay City Deal shall:
- (a) Provide the Accountable Body with a copy of the request for information as soon as practicable after receipt and in any event within two Business Days of receiving an Information Request.
 - (b) Provide the Accountable Body with a copy of all information in its possession or power in the form the Accountable Body reasonably requires within ten Business Days (or such longer period as the Accountable Body may specify) of the Accountable Body requesting that information.
 - (c) Provide all necessary assistance as reasonably requested by the Accountable Body to enable the Accountable Body to provide any required assistance or co-ordination of a response to a request for information within the time for compliance set out in FOI Legislation.
- 30.4 Any Council which receives a request for information under FOI Legislation shall be responsible for determining in their absolute discretion whether any information requested under FOI Legislation:
- (a) Is exempt from disclosure under FOI Legislation.
 - (b) Is to be disclosed in response to an Information Request.

- 30.5 Each Council acknowledges that the Accountable Body and any of the Councils may be obliged under FOI Legislation to disclose information:
- (a) Without consulting the other Councils where it has not been practicable to achieve such consultation; or
 - (b) Following consultation with the other Councils and having taken their views into account.

31. Language

- 31.1 The Joint Committee and Joint Scrutiny Committee shall undertake their functions in such a way as to comply with each of the Councils compliance notices issued under the Welsh Language Standards (No 1) Regulations 2015.

32. Severability

- 32.1 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.

33. Relationship of Councils

- 33.1 Each of the Councils is an independent Local Authority 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.

34. Third Party Rights

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

35. Entire Agreement

- 35.1 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.

36. Law of Agreement or Jurisdiction

36.1 This Agreement shall be governed by the laws of England and Wales as they apply in Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

37. Assignment

37.1 The rights and obligations of the Councils under this Agreement shall not be assigned, novated or otherwise transferred to any person other than to any public body acquiring the whole of the Agreement and having the legal capacity, power and authority to become a party to and to perform the obligations of the relevant Council under this Agreement being:

- (a) The Welsh Ministers,
- (b) A devolved Welsh authority as defined in the Wales Act 2017.
- (c) A Minister of the Crown pursuant to an Order under the Ministers of the Crown Act 1975,
- (d) A UK public body exercising functions in Wales or in England and Wales.

38. Waiver

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

38.2 Each Council shall pay its own costs incurred in connection with the preparation, execution, completion and implementation of this Agreement.

39. Counterparts

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

40. Discretion of the Councils

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

41. Withdrawal of the United Kingdom from the European Union

41.1 The parties shall keep this Agreement under review in the context of the withdrawal of the United Kingdom from the European Union and any changes in any law which applies to the parties.

41.2 Any adjustments which are required to this Agreement as a result of a change in any law resulting from the withdrawal of the United Kingdom from

the European Union shall be referred to the Joint Committee to implement under the Joint Committee's terms of reference.

THE COMMON SEAL OF
the Carmarthenshire County Council
was hereunto affixed in the presence of

Linda Rees - Jones



THE COMMON SEAL OF
The Neath Port Talbot County Borough Council
was hereunto affixed in the presence of

M.E.R. Jones



THE COMMON SEAL OF
the Pembrokeshire County Council
was hereunto affixed in the presence of

Claire Jones



THE COMMON SEAL OF
the Council of the City and County of Swansea
was hereunto affixed in the presence of

T. Meredith



Schedule 1 Terms of Reference of the Joint Committee

1 Governance

1.1 Leaders of the four local authorities

2 Purpose

2.1 The Joint Committee has ultimate responsibility and accountability for decisions taken in relation to the Swansea Bay City Deal, in line with the visions and interests of all participating parties and the Swansea Bay City Deal document signed on 20 March 2017.

2.2 The Joint Committee's functions shall include:

- (a) Identifying and implementing appropriate governance structures for the implementation of any projects within the Swansea Bay City Deal programme. This shall include the formation of bodies corporate and any other structures which the Councils can lawfully establish or participate in.
- (b) Agreeing and planning the overall strategy for and delivery of the programme for the Swansea Bay City Deal.
- (c) Performance management of the Swansea Bay City Deal programme.
- (d) Strategic communications.
- (e) Monitoring of the impact of the Swansea Bay City Deal programme and reporting on this to the Councils.
- (f) Authorising the Accountable Body to:
 - (i) Commission external support and
 - (ii) Oversee the delivery and management of project expenditure.
- (g) Progressing a regional approach for the Swansea Bay City Region for the discharge of strategic functions. These functions may include land use planning, transport planning and economic development.
- (h) Approval and adoption of the Implementation Plan.
- (i) Approval of any extension agreed by the Councils to the deadline for approval of the Implementation Plan.
- (j) Agreeing the terms and conditions of Government Funding.
- (k) Overseeing the proportion of each Council's responsibility for borrowing to provide funding for regional projects.
- (l) Reviewing performance of the Chair of the Economic Strategy Board on an annual basis.
- (m) Agreeing the Annual Costs Budget.

3 Membership

- 3.1 Each of the Councils shall appoint its leader or equivalent as its representative as a member of the Joint Committee and all such members shall have full voting rights.
- 3.2 Each Council may appoint a deputy for its member on the Joint Committee who may attend meetings of the Joint Committee as a substitute for the Council's appointed member on the Joint Committee but such deputy shall only be entitled to attend meetings of the Joint Committee in the absence of the Council's appointed member.
- 3.3 The Joint Committee shall be entitled to co-opt on terms acceptable to the Joint Committee one representative of each of the following organisations to the Joint Committee as non-voting members of the Joint Committee for a period of five years from the Commencement Date.
- (a) Swansea University.
 - (b) University of Wales Trinity St David.
 - (c) Hywel Dda University Health Board.
 - (d) Abertawe Bro Morgannwg Health Board.
- 3.4 The Joint Committee may co-opt one representative of Milford Haven Port Authority to the Joint Committee as a non-voting member of the Joint Committee for a period of five years from the Commencement Date.
- 3.5 The Joint Committee may appoint additional persons to the Joint Committee as non-voting members of the Joint Committee for a period of five years from the Commencement Date. The Joint Committee shall not co-opt an additional person to the Joint Committee unless the Joint Committee has decided that the person has expertise relevant to one or more themes in the Swansea Bay City Deal.
- 3.6 The co-option of any person as a non-voting member shall be subject to that person confirming in writing to the monitoring officer of the Accountable Body that he or she agrees to comply with the Co-opted Member Protocol. No co-option shall take effect until such confirmation has been given.
- 3.7 The head of paid service, monitoring officer and section 151 officer of each of the Councils shall be entitled to attend meetings of the Joint Committee as an adviser and shall not have a vote.

4 Chair

- 4.1 The Chair of the Joint Committee shall be an elected member representative of a Council appointed to the Joint Committee.
- 4.2 The Chair of the Joint Committee shall be elected for a two year term in the first instance, reviewed annually thereafter.
- 4.3 The three Leaders of the remaining local authorities shall be appointed as Deputy Chairs.

5 Voting

- 5.1 Each member of the Joint Committee shall have one vote. Decisions of the Joint Committee shall be made by simple majority vote. In the event of an equality of votes, the Chair of the Joint Committee shall have a casting vote.

6 Conflict of Interest

- 6.1 To allow the Joint Committee to undertake all its functions a clear distinction shall be drawn between those involved in specific scheme development and those preparing recommendations on those schemes. A robust system of declaration of conflict of interest shall be put in place.
- 6.2 Occasions shall arise where conflicts of interest preclude specific named members and/or local authorities from taking part in discussions which shall form views and recommendations on specific matters. Members have an obligation to declare any such interests which shall then be recorded.

7 Proceedings of Meetings

- 7.1 The rules of procedure in the constitution of the Accountable Body shall apply to meetings of the Joint Committee.
- 7.2 The leaders of the Councils shall be subject to the codes of conduct of their Councils.
- 7.3 Co-opted members of the Joint Committee who are not members of the Councils shall be subject to the rules of conduct in Schedule 13 and shall sign an undertaking in the form set out at Schedule 13 to confirm that they shall abide by those rules of conduct.

8 Quorum

- 8.1 The quorum for a meeting of the Joint Committee shall be one representative from each of the four Councils.

9 Frequency

- 9.1 The Joint Committee shall meet monthly initially until at such point it agrees otherwise. Additional meetings may be called by the Chair on at least seven clear days' notice issued through the Regional Office.

10 Allowances

- 10.1 No allowances shall be paid.

11 Servicing

- 11.1 The Regional Office shall organise appropriate servicing for the meetings.

12 Sub groups

- 12.1 The Joint Committee by agreement can introduce sub-groups or Task & Finish groups for any matters which they feel would be better dealt with in this way. These sub-groups shall report to the Joint Committee with any recommendations or draft papers or reports.

13 Letters of Support

- 13.1 The Joint Committee may authorise the Chair of the Joint Committee to send letters of support on behalf of the Councils to businesses for projects which the Joint Committee decides are complementary to the Swansea Bay City Deal. The Joint Committee shall not give such authorisation to the Chair of the Joint Committee unless the Joint Committee is satisfied that the project for which a letter of support will be provided meets criteria agreed by the Joint Committee.

14 Review

- 14.1 To be reviewed annually.

Schedule 2 Programme Board

1 Governance

1.1 Officer Governance

2 Purpose

2.1 The Programme Board shall have four distinct roles:

- (a) Preparing recommendations on the Swansea Bay City Deal programme:
 - (i) Ensuring that all schemes are developed in accordance with the agreed package.
 - (ii) Overseeing production of business cases.
 - (iii) Preparing recommendations to the Joint Committee and Economic Strategy Board on all schemes whilst ensuring that due regard is given to all advisory/consultation bodies.
- (b) Advising on the strategic direction of the Economic Strategy Board.
- (c) Overseeing performance and delivery of the delivery of projects in accordance with diagram B in 0.
- (d) Working on a regional basis to improve public services especially in the areas of: economic development; transport, planning and strategic land use; housing and regeneration.

3 Accountable to

3.1 Joint Committee

4 Reporting

4.1 All reports prepared by the Board pertaining to Swansea Bay City Deal and regional or sub-regional matters, once approved by the Board, shall be submitted as draft to the Joint Committee for approval via the Regional Office.

5 Membership

5.1 The Swansea Bay City Region Programme Board shall consist of the head of paid service of each of the Councils or another officer nominated by the head of paid service.

5.2 The Programme Board may co-opt additional representatives to the Board. Co-opted members may include representatives of the following organisations:

- (a) Swansea University.
- (b) University of Wales Trinity St David.

- (c) Hywel Dda University Health Board.
- (d) Abertawe Bro Morgannwg Health Board.

6 Chair

- 6.1 The Chair shall be agreed by the Joint Committee.
- 6.2 The Chair shall be reviewed annually.

7 Voting/Agreement

- 7.1 The Programme Board shall not have any decision making Powers.
- 7.2 Agreement shall be reached by consensus.
- 7.3 Where alternative views and opinions are expressed these shall be recorded and included in any reporting process.

8 Conflicts of Interest

- 8.1 To allow the Programme Board to undertake all its functions a clear distinction shall be drawn between those involved in specific scheme development and those preparing recommendations on those schemes to the Joint Committee. A robust system of declaration of conflicts of interest shall be put in place.
- 8.2 Occasions shall arise where conflicts of interest preclude specific named officers and/or local authorities from taking part in discussions which shall form views and recommendations on specific matters. Members have an obligation to declare any such interests which shall then be recorded.

9 Proceedings of meetings

- 9.1 The chair of the Board shall arrange for minutes of the proceedings of each meeting to be taken, approved and recorded. This role shall be undertaken by the Regional Office.

10 Quorum

- 10.1 For the Board to agree and submit recommendations, the Councils must be represented up to a quorum equivalent to that of half of the representatives of the Councils on the membership of the Programme Board and must include the 4 Chief Executives or their representatives.

11 Frequency

- 11.1 The Programme Board shall meet monthly before the Joint Committee meeting and before all quarterly meetings of the Economic Strategy Board.

12 Allowances

- 12.1 No allowances shall be paid.

13 Servicing

- 13.1 The Regional Office shall organise appropriate servicing for the meetings.

Schedule 3 Notices

Chief Legal Officer
Carmarthenshire County Council
County Hall
Carmarthen
Carmarthenshire
SA31 1JP

Chief Legal Officer
Neath Port Talbot County Borough Council
Port Talbot Civic Centre
Port Talbot
SA13 1PJ

Chief Legal Officer
Pembrokeshire County Council
County Hall
Haverfordwest
Pembrokeshire
SA61 1TP

Chief Legal Officer
City and County of Swansea Council
Civic Centre
Oystermouth Road
Swansea
SA1 3SN

Schedule 4 Accounting Periods

The initial Accounting Period shall be the date of this Agreement until 31 March and thereafter shall be:

Start of Accounting Period	End of Accounting Period
1 April	30 June
1 July	30 September
1 October	31 December
1 January	31 March

Schedule 5 Matters Reserved to The Councils

- 1 Approving the Funding Conditions.
- 2 Making decisions on borrowing and on finding other sources of funding other than Government Funding for projects. Each Council shall be responsible for borrowing or providing other funding for projects located in its area. If a project is located in the areas of more than one Council each of the Councils in whose area the project is located may agree that borrowing or providing other funding should be shared between all of the Councils in whose areas the project is located equally or in proportions agreed by all of the Councils in whose areas the project is located.
- 3 Deciding which Council should enter into a funding agreement for a project located in the areas of more than one of the Councils.
- 4 Agreeing to replace a project identified in the Implementation Plan with a project which has completed the process set out in clause 12.6.
- 5 Varying the terms of reference of the Joint Committee.
- 6 Deciding whether to accept a Joint Committee Withdrawal Notice from one of the Councils and to allow a Council to withdraw from the Swansea Bay City Deal and this Agreement.
- 7 Deciding on conditions to impose on a Council which issues a Joint Committee Withdrawal Notice.
- 8 Deciding whether to continue or discontinue with any procurement or project forming part of the Swansea Bay City Deal in the administrative area of a Council which withdraws from the Joint Committee.
- 9 Agreeing the terms for termination of this Agreement by agreement of all the Councils.
- 10 Deciding on actions to implement the provisions of the dispute resolution procedure in clause 25.
- 11 Agreeing alternative funding options for the Annual Costs Budget.
- 12 Approving Project Conditions for projects in their areas in accordance with clause 12.

Schedule 6 Economic Strategy Board

1 Purpose

- 1.1 To provide strategic direction for the Swansea Bay City Deal and provide strategic advice to the Joint Committee on matters relating to the Swansea Bay City Region. Specifically the role shall:
- (a) Submit strategic objectives for the Swansea Bay City Region.
 - (b) Monitor progress with regard to the delivery of the Swansea Bay City Deal in accordance with diagram B in Schedule 8.
 - (c) Oversee the production of business cases and put forward recommendations to the Joint Committee for approval.
 - (d) Make recommendations to the Joint Committee.

2 Reporting

- 2.1 Joint Committee

3 Membership

- 3.1 Members shall be appointed through an open recruitment and nomination process. Members including co-opted members of the Joint Committee shall submit proposals to the Joint Committee for the recruitment and nomination process. Those proposals shall be subject to unanimous agreement by members of the Joint Committee the Welsh Government and the UK Government. Members shall include:

- (a) 1 private sector chair or other suitable representative.
- (b) 5 private sector representatives.
- (c) 2 higher education or further education representatives.
- (d) 2 life sciences or well-being representatives.
- (e) The leaders of the Councils or their nominated representatives.

- 3.2 The head of paid service of each of the Councils or their nominated representative shall be entitled to attend meetings of the Economic Strategy Board as an adviser or an observer but shall not have a vote.

4 Chair

- 4.1 The Chair shall be appointed following nominations by the unanimous agreement of: the Welsh Government, the UK Government and the Joint Committee.
- 4.2 The Chair shall be a private sector representative or other suitable representative.
- 4.3 The Chair shall be accountable to the Joint Committee.
- 4.4 The Chair shall be reviewed annually.

5 Voting/Agreement

- 5.1 The Economic Strategy Board shall not have any formal decision-making powers.
- 5.2 The Economic Strategy Board shall reach agreement by consensus.
- 5.3 Where alternative views and opinions are expressed these shall be recorded and included in any reporting process.

6 Conflicts of Interest

- 6.1 To allow the Economic Strategy Board to undertake all its functions a clear distinction shall be drawn between those involved in specific scheme development and those preparing recommendations on those schemes to the Joint Committee. A robust system of declaration of conflict of interest shall be put in place.
- 6.2 Occasions shall arise where conflicts of interest preclude specific named officers, individuals, committee members and local authorities from taking part in discussions which shall form views and recommendations on specific matters. Members have an obligation to declare any such interests which shall then be recorded.
- 6.3 The leaders of the Councils shall be subject to the codes of conduct of their Councils. Co-opted members of the Economic Strategy Board who are not members of the Councils shall be subject to the rules of conduct set out at Schedule 13 and shall sign an undertaking in the form set out at Schedule 13 to confirm that they will abide by those rules of conduct.

7 Proceedings of meetings

- 7.1 The Regional Office shall arrange for minutes of the proceedings of each meeting to be taken, approved and recorded.

8 Quorum

- 8.1 For the Economic Strategy Board to agree and submit recommendations, membership must be represented up to a quorate equivalent to that of half of the membership of the Economic Strategy Board which must include leaders or their representatives from each of the Councils.

9 Frequency

- 9.1 The Economic Strategy Board shall meet with the following frequency or as and when required:
 - (a) Quarterly in advance of any Joint Committee meeting; and
 - (b) When necessary to deal with business as agreed by the Chair of the Economic Strategy Board.

10 Allowances

- 10.1 There shall be no allowances paid.

11 Servicing

11.1 The Regional Office shall organise appropriate servicing for the meetings.

12 Sub groups

12.1 Thematic sub committees may be established as and when required and shall report to the Economic Strategy Board.

Schedule 7 Projects Funded By the Swansea Bay City Deal

PROJECT NAME	Private (£ m)	Public (£ m)	City Deal (£ m)	Total Project Costs (£ m)
Internet of Economic Acceleration				
Digital Infrastructure	30.0	0.0	25.0	55.0
Swansea City & Waterfront Digital District	23.9	94.3	50.0	168.2
Creative Digital Cluster - Yr Eglw	3.0	16.3	5.0	24.3
Centre of Excellence in Next Generation Digital Services (CENGs)	27.0	5.5	23.0	55.5
Skills & Talent Initiative	4.0	16.0	10.0	30.0
Internet of Life Science & Wellbeing				
Life Science & Well-being Campuses	10.0	20.0	15.0	45.0
Life Science & Well-being Village	127.5	32.0	40.0	199.5
Internet of Energy				
Homes as Power Stations	382.9	119.2	15.0	517.1
Pembroke Dock Marine	25.9	22.4	28.0	76.3
Smart Manufacturing				
Factory of the Future	3.2	10.3	10.0	23.5
Steel Science Centre	0.0	60.0	20.0	80.0
TOTALS	637.4	395.9	241.0	1,274.3

Funding allocations are subject to approval of Project Business Cases

Schedule 8 Project Approval Process

DIAGRAM A - Full Business Case Approval Process for agreed Swansea Bay City Deal Projects.

Completed Full Business Cases for each of the 11 projects will undergo initial quality assessment by the Regional office and Accountable Body before being considered by the respective Swansea Bay City Deal governance structures as highlighted below.

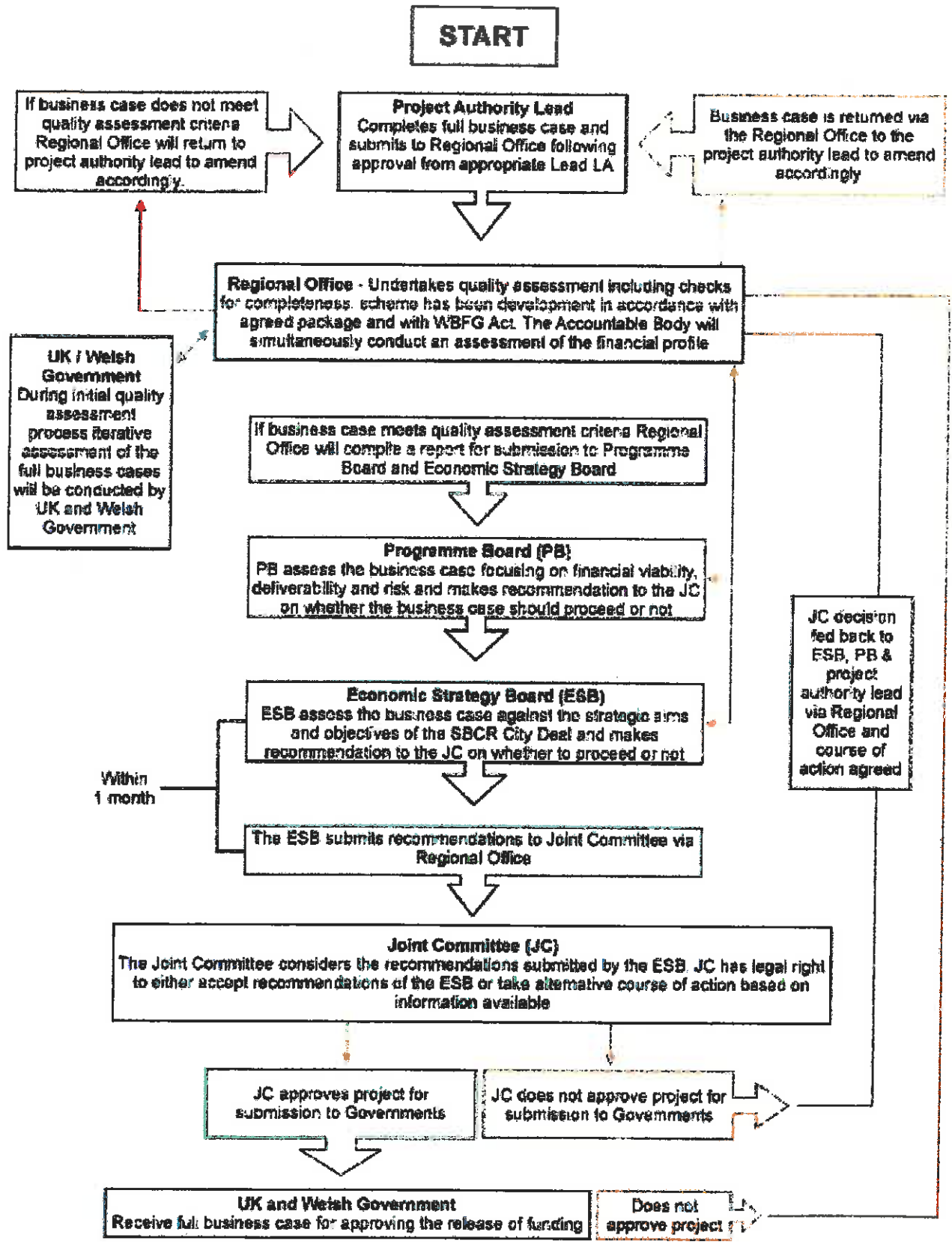
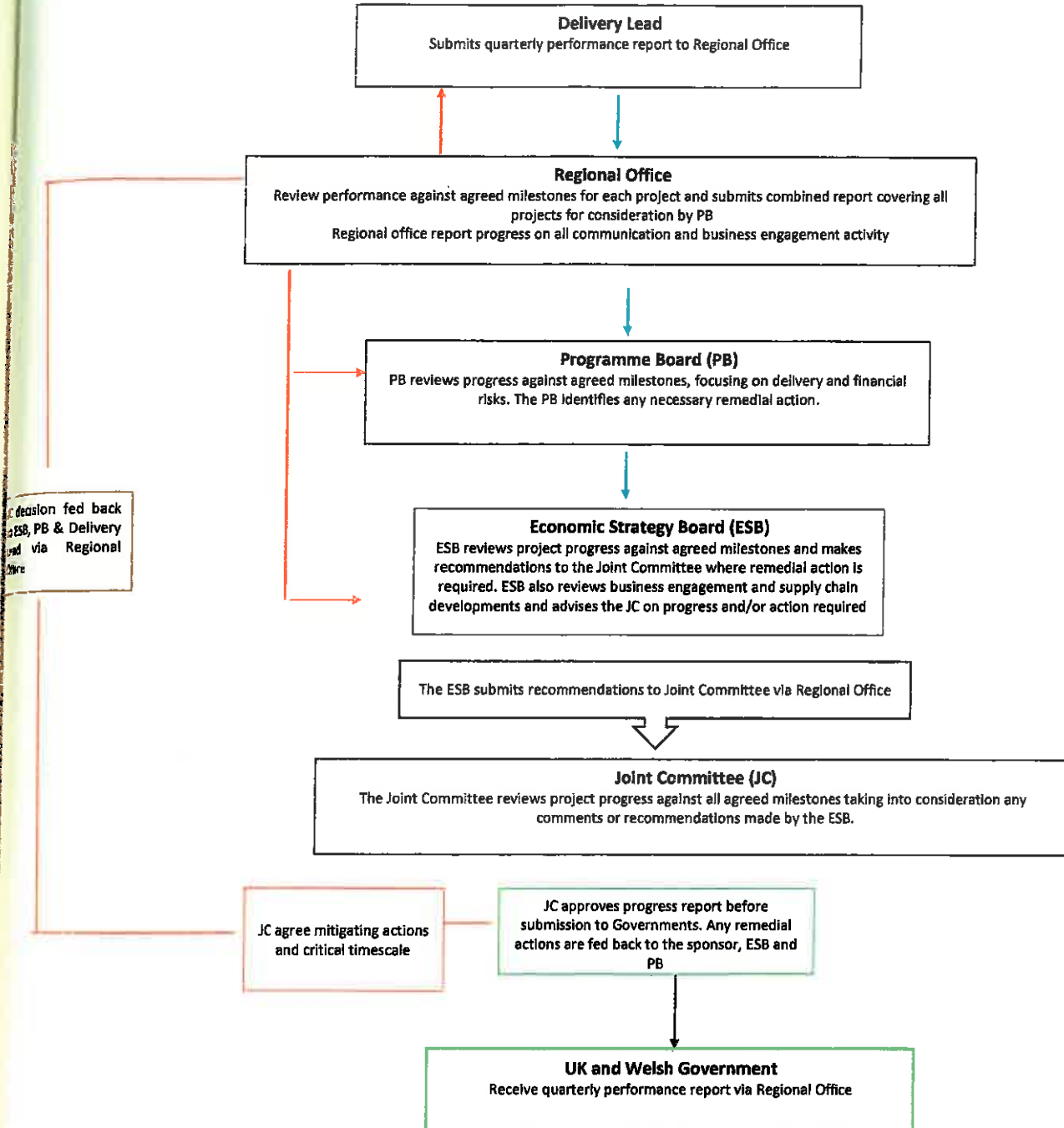
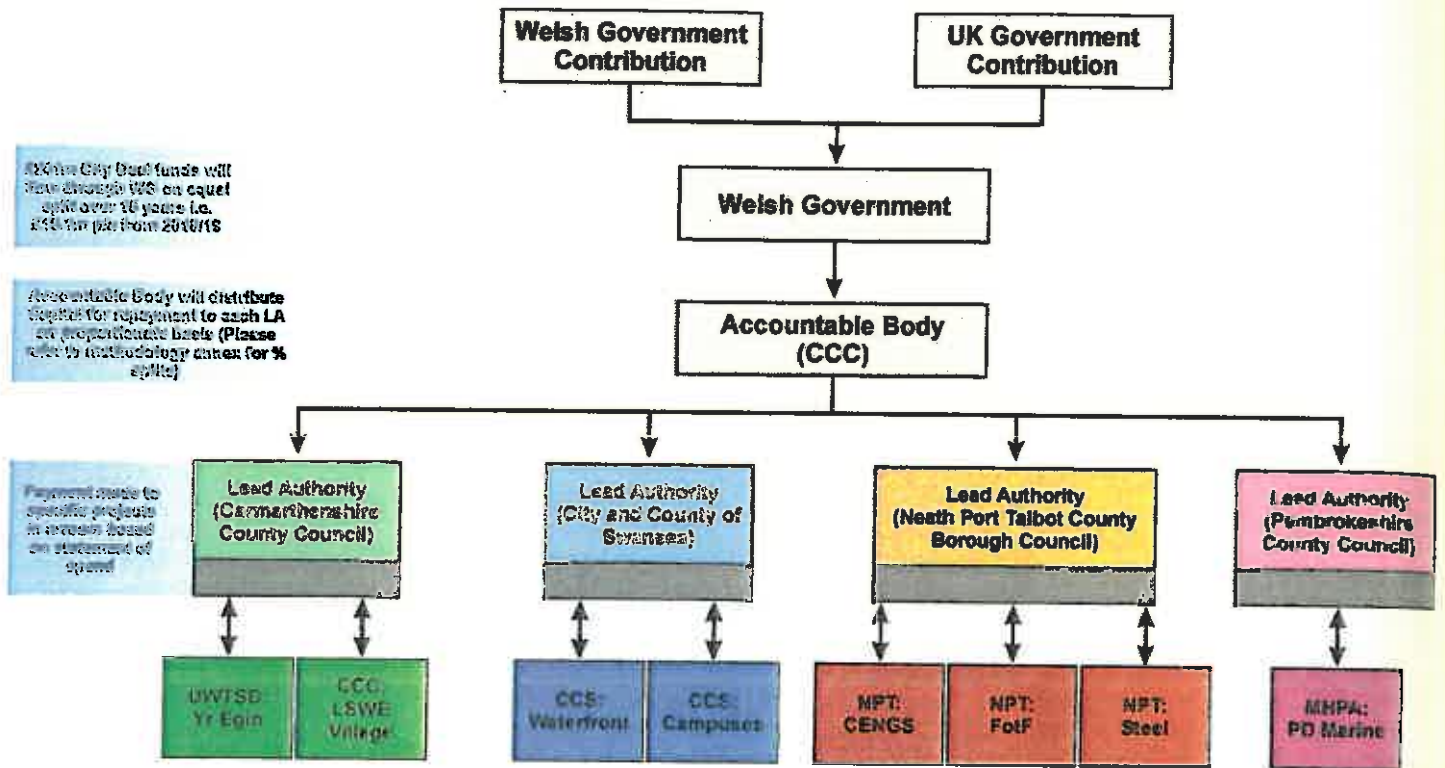


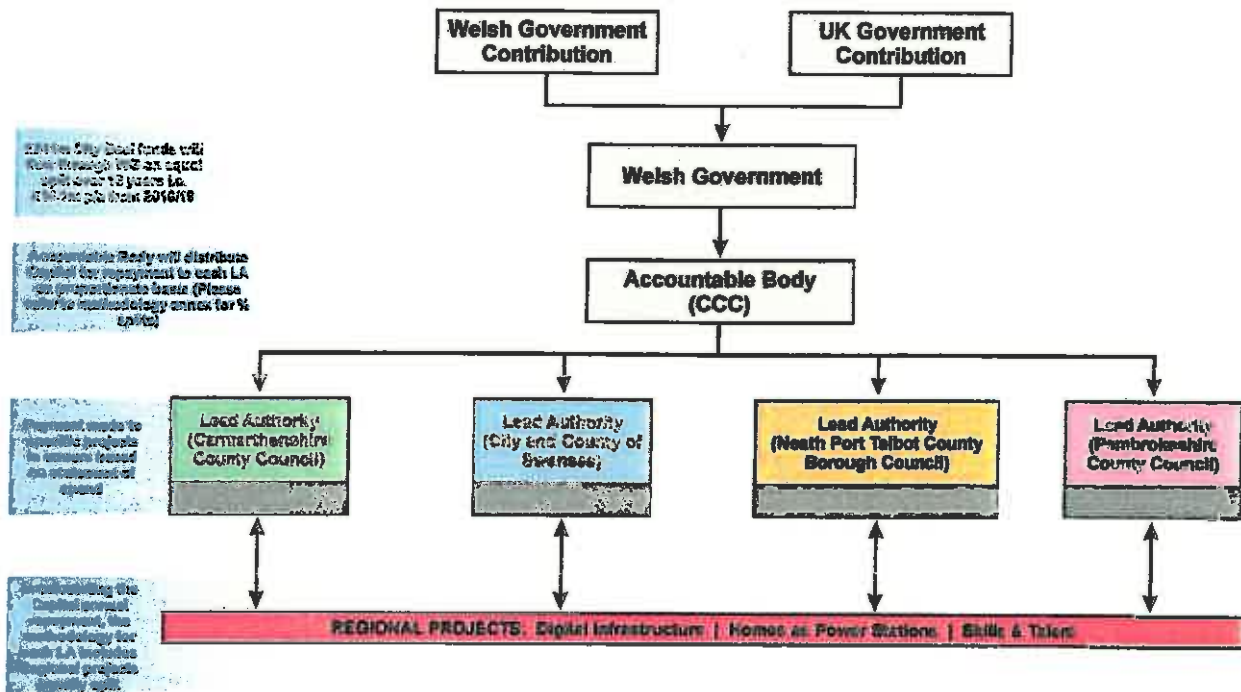
Diagram B - Project Monitoring



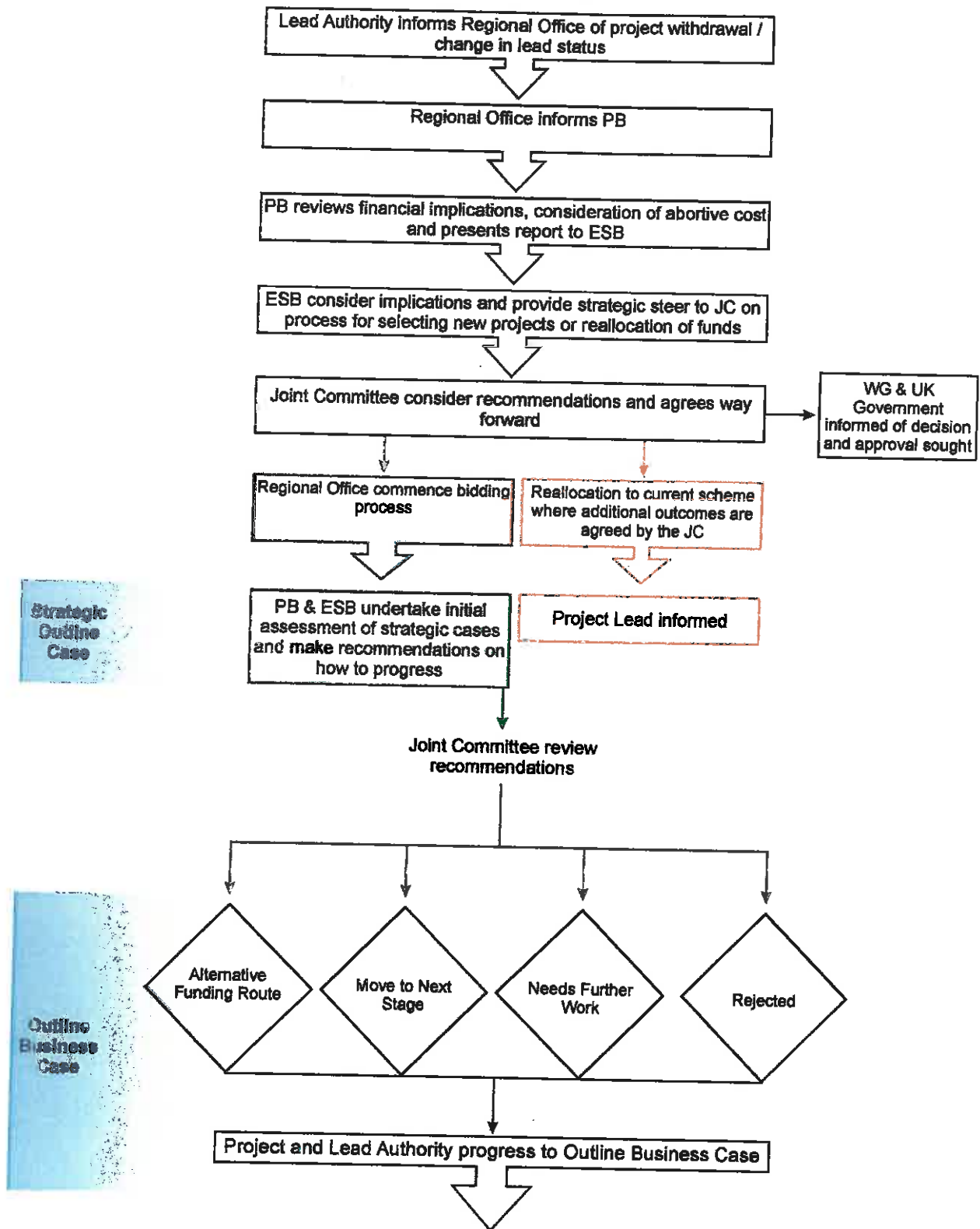
SWANSEA BAY CITY DEAL FLOW OF FINANCES (LOCAL)



SWANSEA BAY CITY DEAL FLOW OF FINANCES (REGIONAL)



CHANGE IN PROJECT STATUS



Education and Public Services Group
Y Grŵp Addysg a Gwasanaethau Cyhoeddus



Llywodraeth Cymru
Welsh Government

To:
Chief Finance Officers
Local Authorities listed in Annex A

cc:
Chief Finance Officers of Police Forces in Wales

03 May 2018

Dear Chief Finance Officers

LOCAL GOVERNMENT ACT 2003 SECTIONS 16(2) (b) AND 20: TREATMENT OF CERTAIN COSTS AS CAPITAL EXPENDITURE

1. This direction supersedes the previous direction issued on 15 March 2016.
2. In December 2017, the Secretary of State announced, the continuation of the capital receipts flexibility programme for a further three years, to give local authorities in England the continued freedom to use capital receipts from the sale of their own assets (excluding Right to Buy receipts) to help fund the revenue costs of transformation projects and release savings.
3. Accordingly, the Cabinet Secretary for Local Government and Public Services directs, in exercise of his powers under sections 16(2)(b) and 20 of the Local Government Act 2003 ("the Act"), that the local authorities listed in Annex A ("the Authorities") treat as capital expenditure, expenditure which:
 - a. is incurred by the Authorities that is designed to generate ongoing revenue savings in the delivery of public services and/or transform service delivery in a way that reduces costs or demand for services in future years for any of the public sector delivery partners; and
 - b. is properly incurred by the Authorities for the financial years that begin on 1 April 2016, 1 April 2017, 1 April 2018, 1 April 2019, 1 April 2020 and 1 April 2021.

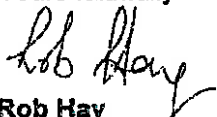


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CF10 3NQ

Llinell Ymholiadau Cymraeg 0845 010 4400
English Enquiry Line 0845 010 3300
E-bost • Email: LGFPMail@wales.gsi.gov.uk

4. In further exercise of Welsh Ministers' powers under section 20 of the Act, it is a condition of this direction that expenditure treated as capital expenditure in accordance with it, may only be met from capital receipts – within the meaning of section 9 of the Act and regulations made under that section (see Part 3 of SI 2003/3239(W319) as amended), which have been received in the years to which this direction applies.
5. This direction is given for the purposes of Chapter 1 of Part 1 of the Act only. It does not convey any other consent that may be required or any view as to the propriety of the expenditure. It is for each Authority to be satisfied that any amount to which this direction is applied is properly incurred in the financial year concerned.
6. When applying the direction, authorities are required to have regard to the *Guidance on Flexible Use of Capital Receipts* issued by Welsh Ministers under section 15(1)(a) of the Act.
7. If you have any queries in connection with the above, please do not hesitate to contact Local Government Finance Policy Division at:
LGFPMail@wales.gsi.gov.uk

Yours faithfully



Rob Hay

Deputy Director, Local Government Finance Policy Division

Authorised to sign this direction by the Cabinet Secretary for Local Government and Public Services

Annex A: List of Authorities to which this direction applies

Welsh Local Authorities
Isle of Anglesey County Council
Gwynedd County Council
Conwy County Borough Council
Denbighshire County Council
Flintshire County Council
Wrexham County Borough Council
Powys County Council
Ceredigion County Council
Pembrokeshire County Council
Carmarthenshire County Council
Swansea City and County Council
Neath Port Talbot County Borough Council
Bridgend County Borough Council
Vale of Giamorgan County Borough Council
Rhondda Cynon Taff County Borough Council
Merthyr Tydfil County Borough Council
Caerphilly County Borough Council
Blaenau Gwent County Borough Council
Torfaen County Borough Council
Monmouthshire County Council
Newport City Council
Cardiff City and County Council

Welsh Fire & Rescue Authorities
North Wales Fire and Rescue Authority
South Wales Fire and Rescue Authority
Mid and West Wales Fire and Rescue Authority

Welsh Police and Crime Commissioner
Police and Crime Commissioner for Dyfed-Powys
Police and Crime Commissioner for Gwent
Police and Crime Commissioner for North Wales
Police and Crime Commissioner for South Wales

Welsh Government

GUIDANCE ON FLEXIBLE USE OF CAPITAL RECEIPTS

April 2018

PART 1 of this document provides an informal commentary on Part 2.

PART 2 contains the statutory guidance to which local authorities must have regard.

[PART 1]

INFORMAL COMMENTARY ON THE GUIDANCE ON FLEXIBLE USE OF CAPITAL RECEIPTS

[References to the paragraphs in the formal guidance are in square brackets]

POWER UNDER WHICH THE GUIDANCE IS ISSUED [1.1]

1. The **Local Government Act 2003** ("the Act"), section 15(1) requires a local authority "...to have regard (a) to such guidance as the Secretary of State may issue, and (b) to such other guidance as the Secretary of State may by regulations specify..." and section 24 of the Act states "In its application to Wales, ...for any reference to the Secretary of State there were substituted a reference to the Welsh Ministers."
2. The guidance on the flexible use of capital receipts in Part 2 of this document is issued under section 15(1) of the Act and authorities are therefore required to have regard to it.
3. Two codes of practice issued by the Chartered Institute of Public Finance and Accountancy (CIPFA) contain guidance on capital receipts and local authority accounting that complements the Welsh Government guidance. These publications are:
 - *The Prudential Code for Capital Finance in Local Authorities*
 - *The Code of Practice on Local Authority Accounting.*

4. Local authorities are required to have regard to the current edition of *Treasury Management in Public Services: Code of Practice and Sectoral Guidance Notes* by Regulation 19 of the *Local Authorities (Capital Finance and Accounting) (Wales) Regulations 2003 (SI 2003/3239 (W319))* and to the *Local Authority Accounting Code* as proper practices for preparing accounts under section 21(2) of the Act.

APPLICATION [3.1- 3.2]

5. This guidance should be read alongside the relevant direction issued by Welsh Ministers.
6. This guidance applies with effect from 1 April 2016 to 31 March 2022 – i.e. for the financial year 2016-17 and for each subsequent financial year to which the flexible use of capital receipts direction applies.
7. The direction makes it clear that local authorities cannot borrow to finance the revenue costs of service reform. Local authorities can only use capital receipts from the disposal of property plant and equipment assets received in the years in which this flexibility is offered. Local Authorities may not use their existing stock of capital receipts to finance the revenue costs of qualifying projects..

QUALIFYING EXPENDITURE [4.1 - 4.3]

8. Welsh Ministers believe that individual authorities and groups of authorities are best placed to decide which projects will be most effective for their areas. The key criterion to use when deciding whether expenditure can be funded by the capital receipts flexibility is that it is forecast to generate ongoing savings or reduce revenue costs or pressures over the longer term to an authority, or several authorities, and/or to another public body.
9. A list of types of project that would qualify for the flexible use of capital receipts is included in the guidance. This list is not meant to be prescriptive or exhaustive and individual authorities with projects that will generate ongoing savings or reduce revenue costs or pressures over the longer term which are not included in the list can apply the flexibility to fund those projects.

ACCOUNTABILITY AND TRANSPARENCY [5.1 - 5.6]

10. Welsh Ministers believe it is important that individual authorities demonstrate the highest standards of accountability and transparency. The guidance recommends that each authority should prepare a separate disclosure note of the individual projects that have been funded or part funded through capital receipts flexibility. The disclosure note should be approved by the Responsible Financial

Officer at the same time the statutory accounts are certified and can be included as part of the year-end accounts documentation. The disclosure note should be considered and approved by the person presiding at the committee or meeting at which approval of the statement of accounts was given.

[PART 2]

**Welsh Government
GUIDANCE ON FLEXIBLE USE OF CAPITAL RECEIPTS**

Issued under section 15(1)(a) of the *Local Government Act 2003*
and effective from 1 April 2016

(1) POWER UNDER WHICH THE GUIDANCE IS ISSUED

1.1 The following guidance is issued by Welsh Ministers under section 15(1)(a) of the *Local Government Act 2003*.

(2) DEFINITION OF TERMS

2.1 In this guidance, the **Act** means the *Local Government Act 2003*.

2.2 **Local authority** has the meaning given in section 23 of the Act (and in regulations made under that section).

2.3 **Capital receipt** has the meaning given in section 9 of the Act (and in regulations made under that section).

2.4 **Qualifying expenditure** means expenditure on a project where incurring up-front costs will generate ongoing savings; reduce revenue costs or pressures over the longer term. The main part of this guidance details the types of project that will generate qualifying expenditure.

2.5 The **direction** means a direction made under section 16(2)(b) of the Act, to allow named local authorities to treat qualifying expenditure as being capital expenditure.

2.6 **Prudential Indicators** has the meaning given in the CIPFA code of practice, *The Prudential Code for Capital Finance in Local Authorities*.

(3) APPLICATION

Effective date

3.1 This guidance applies with effect from 1 April 2016, for the period for which flexible use of capital receipts will apply. This will be set out in the direction.

Local authorities

3.2 This guidance applies to all local authorities in Wales named in the directions issued by Welsh Ministers.

(4) QUALIFYING EXPENDITURE

Types of qualifying expenditure

4.1 Qualifying expenditure is expenditure on any project that is designed to generate ongoing revenue savings in the delivery of public services and/or transform service delivery in a way that reduces costs or demand for services in future years for the Authority or any of the delivery partners. This includes investment which supports economic growth projects which are also designed to reduce revenue costs or pressures over the longer term. Within this definition, it is for individual local authorities to decide whether or not a project qualifies for the flexibility.

4.2 The set up and implementation costs of any new processes or arrangements can be classified as qualifying expenditure. The ongoing revenue costs of the new processes or arrangements cannot be classified as qualifying expenditure.

Examples of qualifying expenditure

4.3 There are a wide range of projects that could generate qualifying expenditure and the list below is not prescriptive. Examples of projects include:

- Preparatory work necessary to support local authority mergers as part of the programme to reform local government in Wales;
- Sharing back-office and administrative services with one or more other council or public sector body;
- Investment in service reform feasibility work, eg. setting up pilot schemes;
- Collaboration between local authorities and central government to free up land for economic use;

- Funding the cost of service reconfiguration, restructuring or rationalisation (staff or non-staff), where this leads to ongoing efficiency savings or service transformation;
- Sharing Chief Executives, management teams or staffing structures;
- Driving a digital approach to the delivery of more efficient public services and how the public interacts with constituent authorities where possible;
- Aggregating procurement on common goods and services where possible, either as part of local arrangements or using the National Procurement Service, Crown Commercial Services or other central purchasing bodies which operate in accordance with the Wales Procurement Policy Statement;
- Improving systems and processes to tackle fraud and corruption in line with the Local Government Fraud and Corruption Strategy – this could include an element of staff training;
- Setting up alternative delivery models to deliver services more efficiently and bring in revenue (for example, through selling services to others); and
- Integrating public facing services across two or more public sector bodies (for example children's social care, trading standards) to generate savings or to transform service delivery.
- Investment which supports economic growth projects which are also designed to reduce revenue costs or pressures over the longer term, across one or more local authorities and/or other public sector bodies.

(5) ACCOUNTABILITY AND TRANSPARENCY

Preparation

- 5.1 Following the end of each financial year, as part of the preparation of its annual accounts, a local authority should ensure it prepares a disclosure note in accordance with the timetable in paragraph 5.5

Content

- 5.2 As a minimum, the disclosure note should list each project that made use of the capital receipts flexibility, ensuring that it details the split of up-front funding for each project between capital receipts and other sources, and that on a project-by-project basis, setting out the expected savings and/or benefits of investment.

- 5.3 The disclosure note may also include any other matters considered to be relevant.

Approval

- 5.4 The disclosure note should be considered and approved by resolution of the committee or of the members meeting as a whole.

Timing

5.5 For any financial year, a disclosure note should be prepared and approved no later than approval of the statement of accounts.

Publication

5.6 Welsh Ministers expect the disclosure note once approved, to be made available to the public free of charge, in print or online.



Llywodraeth Cymru
Welsh Government

Mr C Moore
S. 151 Officer – Swansea Bay City Region
Director of Corporate Services
Carmarthenshire County Council
County Hall
CARMARTHEN
SA31 1JP

16 May 2018

Dear *Chris*

Swansea Bay City Region City Deal: Financial Arrangements

I refer to the ongoing discussions you and others have been having with my predecessor and other colleagues in Welsh Government regarding the Swansea Bay City Region financing arrangements. In particular these have covered how the authorities within the city region are seeking flexibility to manage the financing of the City Deal projects, in the same way that authorities have flexibility to effectively and efficiently manage the funding of their own Capital Programmes.

As set out in the Heads of Terms, the Welsh Government and UK Government have committed to invest a combined total of up to £241 million on specific interventions, subject to the submission and approval of the full business cases in relation to the 11 identified projects and the agreement of governance arrangements. This funding is to be provided as capital funding. However, the Region has indicated that the nature of some projects means they require revenue rather than capital support.

Subject to confirmation by HM Treasury, the government capital grant funding is to be provided on a flat profile with payments of the grant being made over a 15-year period. The local authorities within the City Deal region are expected to manage the funding in respect of the individual projects in the most cost effective and efficient way. There are no plans for Welsh Government to set additional terms and conditions on the use of the capital grant funding or restrict any otherwise permitted funding mechanism beyond those already set out in the Heads of Terms and the standard requirements of grant offers to ensure the maintenance of the highest standards of regularity and propriety for the use public monies. Within this, we expect each local authority to optimise its own funding position.

As indicated previously, the Welsh Government will expect the equivalent value of the allocated grant funds to be clearly expended on the projects as per the business cases submitted.



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INVESTOR IN PEOPLE

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.gsl.gov.uk

In light of the Swansea Bay City Region's need for revenue funds to support some of its projects, the Welsh Government recognises the four authorities will need to manage their capital funding so as to enable revenue expenditure to be supported. If this is to be achieved (at least in part) through the use of the local authorities' available Capital Receipts, local authorities will need to have reference to the latest Direction from Welsh Ministers on the use of capital receipts, issued under section 15(1) (a) of the Local Government Act 2003 and the accompanying statutory *Guidance on Flexible Use of Capital Receipts*.

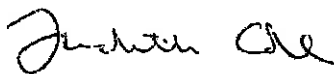
This may involve each local authority allocating borrowing against other capital projects within its capital programme, to maximise flexibility and make most effective use of resources (including the use of Reserves). This will be a matter for the local authorities concerned, provided they clearly identify that the total value of the City Deal funding provided has been incurred as expenditure on City Deal projects.

As was set out in the Heads of Terms, the Swansea Bay City Region will need to work with the UK Government and the Welsh Government to develop an agreed implementation, monitoring and evaluation plan for whole Deal which sets out the proposed approach to evaluating the impact of delivery.

Linked to this, as part of the grant procedures, the authorities will need to demonstrate clearly that all expenditure has been incurred on each project in line with the relevant business case. This is in line with the City Deal ethos of local accountability, where we have already set out in our letter of 7 July 2017 to the City Deal Accountable Officer (Mark James) that we do not intend to impose additional terms and conditions on the grant offers beyond those required as a matter of course to ensure financial propriety and good governance.

I hope this letter gives you and your colleagues within the City Region sufficient reassurance and confidence in relation to the available funding flexibilities to ensure all the projects can be delivered.

Yours sincerely



Judith Cole
Deputy Director
Local Government Finance Policy, Workforce and Social Partnerships

Mark Drakeford AC/AM
Ysgrifennydd y Cabinet dros Gyllid
Cabinet Secretary for Finance



Llywodraeth Cymru
Welsh Government

Ein cyf/Our ref: MA-P-MD-1201-18

Rob Stewart

Leader, City and County of Swansea

rob.stewart@swansea.gov.uk

11 April 2018

Dear Rob

I write further to recent correspondence and discussions with Leaders and yourself regarding the retention of non-domestic rates in relation to the Swansea Bay City Region City Deal.

This letter sets out an offer of an in-principle agreement to the original proposal which you put forward at the meeting with Leaders and the Secretary of State for Wales. I intend to initiate arrangements to allow the region to retain 50% of the additional net yield in non-domestic rates generated by the 11 projects which are to be delivered by the Deal.

Such an arrangement, of course, will rely upon a commitment from all four authorities to provide the information needed to enable my officials to assess the impact of the changes and to implement them.

Taking this forward will also involve each authority engaging in subsequent discussions with my officials in line with the principles set out in my letter of 10 August. Any change to the current arrangements for non-domestic rates will have significant wider implications for both local authorities and for the budgetary processes of the Welsh Government. These implications need to be fully understood and managed.

I need to be clear that my offer is predicated on the original proposal put to me by the four local authorities. That means that all four authorities will need to meet the forecast borrowing costs and manage any risk of the retained share of the rates yield being lower than estimated. Project business cases will still need to demonstrate that viable financial plans are in place for each project.


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CF99 1NA

Canolfan Cyswilt Cyntaf / First Point of Contact Centre:
0300 0604400
Correspondence.Mark.Drakeford@gov.wales

It is also the case that the changes needed to enable any share of the rates yield to be retained must be carried out within the relevant legal and financial governance requirements. The advice provided to me suggests that this is not a simple matter. The non-domestic rates system is complex and governed by a detailed statutory framework, consultative arrangements and public finance requirements. Whilst we will, as always, make every effort to ensure the administrative procedures are as simple and effective as possible, we will all have to operate within the required standards. I therefore ask that the four authorities work with my officials to ensure that the necessary changes are effected in line with these long-standing requirements.

I am very pleased that our work together has led to the proposals set out in this letter. I would be grateful for your confirmation that the four authorities wish to accept this offer and make the commitments outlined above so that we may move forward and focus our efforts on the delivery of the Deal.

I am copying this letter to the four Leaders and the Secretary of State for Wales.



Mark Drakeford AM/AC
Ysgrifennydd y Cabinet dros Gyllid
Cabinet Secretary for Finance

Copies to:

Secretary of State for Wales
Cllr Emlyn Dole, Leader, Carmarthenshire County Council
Cllr Rob Jones, Leader, Neath Port Talbot County Borough Council
Cllr David Simpson, Leader, Pembrokeshire County Council
Cllr Mark James, Chief Executive, Carmarthenshire County Council

Schedule 12 - Terms of Reference of Joint Scrutiny Committee

1. **Membership.**
 - 1.1 The Joint Scrutiny Committee shall comprise of 12 members in total, 3 each from the 4 Constituent Authorities.
 - 1.2 The membership may not include Executive Members
2. **Purpose**
 - 2.1 The purpose of the Joint Scrutiny Committee shall be:
 - 2.1.1 Performing the overview and scrutiny function for the Swansea Bay City Region City Deal (as specified in the Swansea Bay City Deal Joint Committee Agreement) on behalf of the 4 Constituent Authorities;
 - 2.1.2 To develop a Forward Work Programme reflecting the functions under cl. 2.1.1 above
 - 2.1.3 To seek reassurance and consider if the City Deal is operating according to the Joint Committee Agreement, its Business Plan, timetable and / or is being managed effectively;
 - 2.1.4 To monitor any City Deal Regional projects against its Programme Plan
 - 2.1.5 To make any reports and recommendations to the Constituent Authorities, whether to their executive Boards or Full Council as appropriate, in respect of any function which has been delegated to the Joint Committee pursuant to the Joint Committee Agreement
 - 2.2 For the avoidance of doubt scrutiny of individual Authorities projects' shall be a matter for the relevant Constituent Authorities' Scrutiny Committee
3. **Chair**
 - 3.1 The chair and Vice-Chair of the Joint Scrutiny Committee shall be elected by the Joint Scrutiny Committee
 - 3.2 The chair of the Scrutiny Committee shall not be from the same Authority as the Chair of the Joint Committee
4. **Voting**
 - 4.1 Each member of the Joint Scrutiny Committee shall have one vote. Decisions of the Joint Scrutiny Committee shall be made by simple majority vote.
 - 4.2 In the event of equality of votes the Chair of the Joint Scrutiny Committee shall have a casting vote.
5. **Conflicts of Interest**
 - 5.1 Members of the Joint Scrutiny Committee must declare any interest either before or during the meetings of the Joint Scrutiny Committee (and withdraw from that meeting if necessary) in accordance with their Council's Code of Conduct or as required by law.
6. **Proceedings of Meetings**
 - 6.1 The rules of procedure of the Host Authority for the scrutiny function shall apply to meetings of the Joint Scrutiny Committee
 - 6.2 Members of the Joint Scrutiny Committee shall be subject to the Codes of Conduct for Members of their Councils.
7. **Quorum**
 - 7.1 The quorum for meetings shall be no less than 8 members, which must include at least 1 member from each of the 4 Authorities
8. **Frequency**
 - 8.1 The Joint Scrutiny Committee shall meet quarterly. Additional meetings may be convened by the Chair on at least 7 clear days notice.
9. **Allowances**
 - 9.1 No allowances shall be paid
10. **Servicing**
 - 10.1 The Host Authority for the joint scrutiny functions shall be Neath Port Talbot County Borough Council
11. **Sub-Groups**
 - 11.1 The Joint Scrutiny Committee by agreement may create Task and Finish Groups.
12. **Review**
 - 12.1 The Terms of reference of the Joint Scrutiny Committee shall be reviewed annually

Schedule 13 - Rules of Conduct of Co-opted Members of the Joint Committee and the Economic Strategy Board

- 1 These rules apply to you in your capacity as:
 - 1.1 a co-opted member of the Joint Committee or
 - 1.2 the Economic Strategy Board of the Swansea Bay City Region.
- You must observe these rules whenever you attend a meeting of the Joint Committee or the Economic Strategy Board.
- 2 You shall conduct yourself appropriately and shall treat others with respect at meetings of the Joint Committee and the Economic Strategy Board.
- 3 You shall not conduct yourself in a manner which could reasonably be regarded as bringing the Joint Committee or the Economic Strategy Board or the Swansea Bay City Region into disrepute.
- 4 You shall abide by any policies and procedures adopted by the Joint Committee.
- 5 You shall prepare fully for meetings of the Joint Committee and the Economic Strategy Board including reading papers and seeking advice from the Regional Office when necessary.
- 6 You shall comply with any request for information from the Accountable Officer or the monitoring officer of the Accountable Body properly and reasonably required in connection with your role as a member of the Joint Committee or the Economic Strategy Board.
- 7 As part of your role you may be requested by the Joint Scrutiny Committee to provide information or to attend a meeting and answer questions in connection with your activities as a member of the Joint Committee or the Economic Strategy Board or the Swansea Bay City Deal, as the case may be and you are expected to comply with any such request.
- 8 You shall not disclose confidential information nor any information relating to business of the Joint Committee or the Economic Strategy Board which is exempt from public access
- 9 You shall avoid situations where your interests will conflict with the interests of the Swansea Bay City Region.
- 10 You shall regard yourself as having a personal interest in any business of the Joint Committee or Economic Strategy Board if it relates to or is likely to affect:
 - 10.1 Any employment or business carried on by you or any person who employs or has appointed you.
 - 10.2 Any firm in which you are a partner or any company for which you are a remunerated director.
 - 10.3 Any corporate body which has a place of business or land in the Swansea Bay City Region and in which you have a beneficial interest in a class of securities of that body that exceeds the nominal value of £25,000 or one hundredth of the total issued share capital of that body.
 - 10.4 Any land in which you have a beneficial interest which is in the Swansea Bay City Region.
 - 10.5 Any land in the Swansea Bay City Region in which you have a licence to occupy for 28 days or longer.
- 11 You shall regard yourself as having a prejudicial interest in any business of the Joint Committee or Economic Strategy Board if you have a personal interest which a member of the public with knowledge of the relevant facts would reasonably regard as so significant that it is likely to prejudice your judgment of the public interest.
- 12 You shall inform the Regional Office of your personal interests so that the Regional Office may register your interests on a register of interests of co-opted members of the Joint Committee and the Economic Strategy Board. You shall inform the Regional Office of your personal interests:
 - 12.1 No later than 28 days after your acceptance of co-option to the Joint Committee or the Economic Strategy Board; and
 - 12.2 No later than 28 days after you become aware of any new personal interests.
- 13 If you have a personal interest in any business which is considered at a meeting that you attend of the Joint Committee or the Economic Strategy Board you must disclose to that meeting the existence and nature of your interest before or at the commencement of the consideration of the business or when the interest becomes apparent.
- 14 If any of the following circumstances apply in respect of an item of business of the Joint Committee or the Economic Strategy Board you shall subject to paragraph 15 withdraw from the meeting and you shall not participate in the consideration of the business if:
 - 14.1 The business relates to project for which the body which nominated or appointed you to the Joint Committee or the Economic Strategy Board is the Delivery Lead.
 - 14.2 You have a prejudicial interest in the business.
- 15 Where you have a prejudicial interest in any business considered by the Joint Committee or the Economic Strategy Board you may attend a meeting of the Joint Committee or the Economic Strategy Board at which the business is considered for the purpose of making representations answering questions or giving evidence to the same extent that members of the public are allowed to attend the meeting for the purpose of making representations answering questions or giving evidence.

Undertaking to abide by the rules of conduct

I (name of co-opted member) undertake to abide by the rules of conduct of co-opted members of the Joint Committee and the Economic Strategy Board of the Swansea Bay City Region

Signed _____

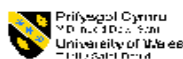
Date _____

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SWANSEA BAY CITY REGION JOINT SCRUTINY COMMITTEE

20TH NOVEMBER 2018

PROCEDURE RULES FOR SCRUTINY	
RECOMMENDATIONS/KEY DECISIONS	
That the Joint Scrutiny Committee receive and note the procedure rules for scrutiny.	
REASONS	
In accordance with Paragraph 6.1 of Schedule 12 of the Joint Working Agreement for the Swansea Bay City Region – Terms of Reference of Joint Scrutiny Committee, the rules of procedure of the Host Authority for the scrutiny function shall apply to meetings of the Joint Scrutiny Committee. For the avoidance of doubt, the Host Authority is Neath Port Talbot County Borough Council.	
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PART 4 – RULES OF PROCEDURE

Council Procedure Rules

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1. ANNUAL MEETING OF THE COUNCIL

1.1 Timing and business

In a year when there is an ordinary election of councillors, the annual meeting will take place within 21 days of the retirement of the outgoing councillors, on a date which the Council may fix. In any other year, the annual meeting will take place in March, April or May as the Council may fix.

The annual meeting will:

- (i) elect a person to preside if the chairman of Council is not present; but no member of the executive can preside, or be chairman or vice chairman of the Council.
- (ii) elect the chairman of Council (who will be entitled “Mayor”).
- (v) appoint the vice chairman of Council (who will be entitled “Deputy Mayor”).
- (vi) receive any announcements from the chairman and/or Chief Executive;
- (vii) elect the Leader and Deputy Leader of the Council.
- (viii) agree the number of members to be appointed to the executive and appoint those members of the cabinet
- (ix) appoint Overview and Scrutiny Committees, a Standards Committee and such other committees as the Council considers appropriate to deal with matters which are neither reserved to the Council nor are executive functions (as set out in Part 3 of this Constitution);
- (x) agree such delegations as the Constitution determines it is for the Council to agree (as set out in Part 3 of this Constitution);
- (xi) approve a programme of ordinary meetings of the Council and its Committees for the year; and
- (xii) consider any business set out in the notice convening the meeting.

1.2 Selection of Councillors on Committees and Outside Bodies

At the annual meeting, the council meeting shall:

- (i) decide which committees to establish for the civic year (being the period from one Annual Meeting to the next, except in the year when there are ordinary elections to the Council, in which case the Committees – and postholders and outside body appointees (in (v) below) – will run from the Annual Meeting to the date of the election);
- (ii) decide the size of, and terms of reference for, those committees;
- (iii) decide the allocation of seats, and substitutes where appropriate, to political groups in accordance with the political balance rules;
- (iv) receive nominations of councillors to serve on each committee and outside body; and
- (v) appoint to those committees (including chairs and vice chairs unless referred to those committees to appoint); and also to appoint to outside bodies as appropriate.

2. ORDINARY MEETINGS

Ordinary meetings of the Council will take place in accordance with a programme decided at the Council's annual meeting. Ordinary meetings will:

- (i) elect a person to preside if the chairman and vice chairman are not present;
- (ii) approve the minutes of the last meeting;
- (iii) receive any declarations of interest from members;
- (iv) receive any announcements from the Chairman, Leader, members of the Cabinet or the Chief Executive;
- (v) deal with any business from the last Council meeting;
- (vi) receive reports/proposals from the Executive and the Council's committees and receive questions and answers on any of those reports/proposals;

(vii) consider motions; and

(viii) consider any other business specified in the summons to the meeting.

The chairman may vary the order of business.

3. EXTRAORDINARY MEETINGS

3.1 Calling extraordinary meetings.

Those listed below may request the Chief Executive to call Council meetings in addition to ordinary meetings:

i) the Council by resolution;

ii) the chairman of the Council;

iii) the head of paid service, the chief financial officer or monitoring officer; and

iv) any five members of the Council if they have signed a requisition presented to the chairman of the council and he/she has refused to call a meeting or has failed to call a meeting within seven days of the presentation of the requisition.

4. APPOINTMENT OF SUBSTITUTE MEMBERS OF COMMITTEES

4.1 Allocation

As well as allocating seats on committees, the Council may allocate seats in the same manner for substitute members.

4.2 Number

If it does this, the Council will appoint the same number of substitutes in respect of each political group as that group holds ordinary seats on that committee unless the committee is not subject to political balance rules (as for example in the case of the Standards Committee). Substitutions shall otherwise be on the basis that in the absence of any member from a particular group, the substitute member shall be from the same political group, except however that the council may also resolve unanimously that the political balance requirements of Sections 15 and 16 of the Local Government and Housing Act 1989 do not apply to a particular

Committee, including insofar as any subsequent use of appointed substitutes are concerned under this rule.

4.3 Powers and duties

Substitute members will have all the powers and duties of any ordinary member of the committee but will not be able to exercise any special powers or duties exercisable by the person they are substituting.

4.4 Substitution

Substitute members may attend meetings in that capacity only:

- (i) to take the place of the ordinary member for whom they substitute;
- (ii) where the ordinary member will be absent for the whole of the meeting; and
- (iii) after notifying the Chief Executive by the start of the meeting of the intended substitution.

5. TIME AND PLACE OF MEETINGS

The time and place of meetings will be determined by the Chief Executive and notified in the summons.

6. NOTICE OF AND SUMMONS TO MEETINGS

The Chief Executive will give notice to the public of the time and place of any meeting in accordance with the Access to Information Procedure Rules. At least three clear days before a meeting, the Chief Executive will send a summons signed by him or her by post to every member of the Council or leave it at their usual place of residence. The summons will give the date, time and place of each meeting and specify the business to be transacted, and will be accompanied by such reports as are available.

7. CHAIR OF MEETING

The person presiding at the meeting may exercise any power or duty of the chairman. Where these rules apply to committee and sub-committee meetings, references to the chairman also include the chairman of committees and sub-committees.

8. QUORUM

8.1. Subject to the provision set out in paragraph 8.3. below the quorum of a meeting will be one quarter of the whole number of members. During any meeting if the chairman counts the number of members present and declares there is not a quorum present, then the meeting will adjourn immediately. Remaining business will be considered at a time and date fixed by the chairman. If he/she does not fix a date, the remaining business will be considered at the next ordinary meeting. In no case will the quorum of a Council Committee or Sub Committee be less than 3 members entitled to vote.

8.2. Where the Council have made provision for remote attendance at a meeting in conformity with Section 4(4) of the Local Government (Wales) Measure 2011 that there is deemed to be no quorum at any time where the number of Members in remote attendance is equal to, or greater than, the number of Members in actual attendance.

8.3. The quorum for a meeting of the Authority's Planning Committee will be $\frac{1}{2}$ (50%) over the whole number of members of that Committee.

9. QUESTIONS BY MEMBERS

9.1 On reports of the Executive or Committees

A member of the Council may ask the Leader or the chairman of a Council committee any question without notice upon an item of the report of the Executive or a committee when that item is being received or under consideration by the Council.

9.2 Questions on notice at full Council

Subject to Rule 9.4, a member of the Council may ask:

- the chairman of the council
- a member of the Executive
- the chairman of any committee

a question on any matter in relation to which the Council has powers or duties or which affects the area.

9.3 Questions on notice at committees

Subject to Rule 9.4, a member of a committee may ask the chairman of it a question on any matter in relation to which the Council has powers or duties or which affect the area and which falls within the terms of reference of that committee.

9.4 Notice of questions

A member may only ask a question under Rule 9.2 or 9.3 if either: (a) they have given at least 1 working days notice in writing of the question to Chief Executive or

(b) the question relates to urgent matters, they have the consent of the chairman to whom the question is to be put and the content of the question is given to the Chief Executive not later than 2 hours before the start of the meeting.

9.5 Response

An answer may take the form of:

- (a) a direct oral answer;
- (b) where the desired information is in a publication of the Council or other published work, a reference to that publication; or
- (c) where the reply cannot conveniently be given orally, a written answer circulated later to the questioner.

9.6 Supplementary question

A member asking a question under Rule 9.2 or 9.3 may ask one supplementary question without notice of the member to whom the first question was asked. The supplemental question must arise directly out of the original question or the reply.

10. MOTIONS ON NOTICE

10.1 Notice

Except for motions which can be moved without notice under Rule 11, written notice of every motion, signed by at least 2 members, must be delivered to the Chief Executive not later than eight clear days before the date of the meeting. These will be entered in a book open to public inspection.

10.2 Motion set out in agenda

Motions for which notice has been given will be listed on the agenda in the order in which notice was received, unless the member giving notice states, in writing, that they propose to move it to a later meeting or withdraw it.

10.3 Scope

Motions must be about matters for which the Council has a responsibility or which affect the area.

10.4 Honorary Freeman/Women

No motion proposing that a decision be made under Section 249 (5) of the Local Government Act 1972 (Honorary Freeman or Honorary Freewoman) may be submitted to full Council except by a Motion on Notice under Rule 10.1 above to be considered at a meeting of Council convened for that purpose”.

11. MOTIONS WITHOUT NOTICE

The following motions may be moved without notice:

- (a) to appoint a chairman of the meeting at which the motion is moved;
- (b) in relation to the accuracy of the minutes;
- (c) to change the order of business in the agenda;
- (d) to refer something to an appropriate body or individual;
- (e) to appoint a committee or member arising from an item

on the summons for the meeting;

(f) to receive reports or adoption of recommendations of committees or officers and any resolutions following from them;

(g) to withdraw a motion;

(h) to amend a motion;

(i) to proceed to the next business;

(j) that the question be now put;

(k) to adjourn a debate;

(l) to adjourn a meeting;

(m) to suspend a particular council procedure rule, or other rule where so permitted

(n) to exclude the public and press in accordance with the Access to Information Procedure Rules;

(o) to not hear further a member named under Rule 18.2 or to exclude them from the meeting under Rule 18.3; and

(p) to give the consent of the Council where its consent is required by this Constitution.

12. RULES OF DEBATE

12.1 No speeches until motion seconded

No speeches may be made after the mover has moved a proposal and explained the purpose of it until the motion has been seconded.

12.2 Right to require motion in writing

Unless notice of the motion has already been given, the chairman may require it to be written down and handed to him/her before it is discussed.

12.3 Seconder's speech

When seconding a motion or amendment, a member may reserve their speech until later in the debate.

12.4 Content and length of speeches

Speeches must be directed to the question under discussion or to a personal explanation or point of order. No speech may exceed 5 minutes without the consent of the chairman.

12.5 When a member may speak again

A member who has spoken on a motion may not speak again whilst it is the subject of debate, except:

- (a) to speak once on an amendment moved by another member;
- (b) to move a further amendment if the motion has been amended since he/she last spoke;
- (c) if his/her first speech was on an amendment moved by another member, to speak on the main issue (whether or not the amendment on which he/she spoke was carried);
- (d) in exercise of a right of reply;
- (e) on a point of order; and
- (f) by way of personal explanation.

12.6 Amendments to motions

(a) An amendment to a motion must be relevant to the motion and will either be:

- (i) to refer the matter to an appropriate body or individual for consideration or reconsideration;
- (ii) to leave out words;
- (iii) to leave out words and insert or add others; or
- (iv) to insert or add words.

as long as the effect of (ii) to (iv) is not to negate the motion.

(b) Only one amendment may be moved and discussed at any one time. No further amendment may be moved until the amendment under discussion has been disposed of.

(c) If an amendment is not carried, other amendments to the original motion may be moved.

(d) If an amendment is carried, the motion as amended takes the place of the original motion. This becomes the substantive motion to which any further amendments are moved.

(e) After an amendment has been carried, the chairman will read out the amended motion before accepting any further amendments, or if there are none, put it to the vote.

(f) No amendment may be made to a motion submitted under Rule 10.4. the purpose of which is to admit any person as an honorary freeman or honorary freewoman other than the person named in a Motion on Notice submitted under that rule.

12.7 Alteration of motion

(a) A member may alter a motion of which he/she has given notice with the consent of the meeting. The meeting's consent will be signified without discussion.

(b) A member may alter a motion which he/she has moved without notice with the consent of both the meeting and the seconder. The meeting's consent will be signified without discussion.

(c) Only alterations which could be made as an amendment may be made.

12.8 Withdrawal of motion

A member may withdraw a motion which he/she has moved with the consent of both the meeting and the seconder. The meeting's consent will be signified without discussion. No member may speak on the motion after the mover has asked permission to withdraw it unless permission is refused.

12.9 Right of reply

(a) The mover of a motion has a right to reply at the end of the debate on the motion, immediately before it is put to the vote.

(b) If an amendment is moved, the mover of the original motion has the right of reply at the close of the debate on the amendment, but may not otherwise speak on it.

(c) The mover of the amendment has no right of reply to the debate on his or her amendment.

12.10 Motions which may be moved during debate

When a motion is under debate, no other motion may be moved except the following procedural motions:

- (a) to withdraw a motion;
- (b) to amend a motion;
- (c) to proceed to the next business;
- (d) that the question be now put;
- (e) to adjourn a debate;
- (f) to adjourn a meeting;
- (g) to exclude the public and press in accordance with the Access to Information Procedure Rules; and
- (h) to not hear further a member named under Rule 18.2 or to exclude them from the meeting under Rule 18.3.

12.11 Closure motions

(a) A member may move, without comment, the following motions at the end of a speech of another member:

- (i) to proceed to the next business;
- (ii) that the question be now put;
- (iii) to adjourn a debate; or
- (iv) to adjourn a meeting.

(b) If a motion to proceed to next business is seconded and the chairman thinks the item has been sufficiently discussed, he or she will give the mover of the original motion a right of reply and then put the procedural motion to the vote.

(c) If a motion that the question be now put is seconded and the chairman thinks the item has been sufficiently discussed, he/she will put the procedural motion to the vote. If it is passed he/she will give the mover of the original motion a right of reply before putting his/her motion to the vote.

(d) If a motion to adjourn the debate or to adjourn the meeting is seconded and the chairman thinks the item has not been sufficiently discussed and cannot reasonably be so discussed on that occasion, he/she will put the procedural motion to the vote without giving the mover of the original motion the right of reply.

12.12 Point of order

A member may raise a point of order at any time. The chairman will hear them immediately. A point of order may only relate to an alleged breach of these Council Rules of Procedure or the law. It is not concerned with the arguments or principles or correctness or incorrectness of statements made in the course of debate. The member must indicate the rule or law and the way in which he/she considers it has been broken. The ruling of the chairman on the matter will be final.

12.13 Personal explanation

A member may make a personal explanation at any time. A personal explanation may only relate to some material part of an earlier speech by the member which may appear to have been misunderstood in the present debate. The ruling of the chairman on the admissibility of a personal explanation will be final.

13. PREVIOUS DECISIONS AND MOTIONS

13.1 Motion to rescind a previous decision

A motion or amendment to rescind a decision made at a meeting of Council within the past six months cannot be moved unless the notice of motion is signed by at least 2 members.

13.2 Motion similar to one previously rejected

A motion or amendment in similar terms to one that has been rejected at a meeting of Council in the past six months cannot be moved unless the notice of motion or amendment is signed by at least 2 members. Once the motion or amendment is dealt with, no one can propose a similar motion or amendment for six months.

14. VOTING

14.1 Majority

Unless otherwise determined by statute, any matter will be decided by a simple majority of those members present and voting at the time the question was put.

14.2 Chairman's casting vote

If there are equal numbers of votes for and against, the chairman will have a second or casting vote. There will be no restriction on how the chairman chooses to exercise a casting vote.

14.3 Show of hands

Unless a ballot or recorded vote is demanded under Rules 14.4 and 14.5, the chairman will take the vote by show of hands, or if there is no dissent, by the affirmation of the meeting.

14.4 Ballots

The vote will take place by ballot if a simple majority of members present at the meeting demand it. The chairman will announce the numerical result of the ballot immediately the result is known.

14.5 Recorded vote

If one-sixth of the members present at the meeting demand it, the names for and against the motion or amendment or abstaining from voting will be taken down in writing and entered into the minutes. A demand for a recorded vote will override a demand for a ballot.

14.6 Right to require individual vote to be recorded

(Mandatory provision under the Local Authorities (Standing Orders)(Wales) Regulations 2006).

Where, immediately after a vote is taken at a meeting, any member so requires, there must be recorded in the minutes of the proceedings of that meeting whether that person cast a vote for the question or against the question or whether that person abstained from voting. In this paragraph, a meeting means of the Council, a committee or sub-committee of the Council or a relevant joint committee or sub-committee of such a committee.

14.7 Voting on appointments

If there are more than two people nominated for any position to be filled and there is not a clear majority of votes in favour of one person, then the name of the person with the least number of votes will be taken off the list and a new vote taken. The process will continue until there is a majority of votes for one person.

14.8 – Promote or oppose private bills in Parliament

Any decision to promote or oppose a private bill in Parliament or in the National Assembly for Wales must be made in accordance with Sections 52 and 53 of the Local Government (Democracy) (Wales) Act 2013.

15. MINUTES

15.1 Signing the minutes

The chairman will sign the minutes of the proceedings at the next suitable meeting. The only part of the minutes that can be discussed is their accuracy.

15.2 Signing minutes - extraordinary meetings

(Mandatory provision under the Local Authorities (Standing Orders) (Wales) Regulations 2006).

Where in relation to any meeting, the next such meeting is a meeting called under paragraph 3 (extraordinary meetings) of Schedule 12 to the Local Government Act 1972, the next following meeting of the Council (being a meeting called otherwise than under that paragraph) must be treated as a

suitable meeting for the purposes of paragraph 41(1) and (2) of that Schedule.

16. RECORD OF ATTENDANCE

All members present during the whole or part of a meeting must sign their names on the attendance sheets before the conclusion of every meeting to assist with the record of attendance.

17. EXCLUSION OF PUBLIC

Members of the public and press may only be excluded either in accordance with the Access to Information Procedure Rules in Part 4 of this Constitution or Rule 19 (Disturbance by Public).

18. MEMBERS' CONDUCT

18.1 Chairman standing

When the chairman stands during a debate, any member speaking at the time must stop. The meeting must be silent.

18.2 Member not to be heard further

If a member persistently disregards the ruling of the chairman by behaving improperly or offensively or deliberately obstructs business, the chairman may move that the member be not heard further. If seconded, the motion will be voted on without discussion.

18.3 Member to leave the meeting

If the member continues to behave improperly after such a motion is carried, the chairman may move that either the member leaves the meeting or that the meeting is adjourned for a specified period. If seconded, the motion will be voted on without discussion.

18.4 General disturbance

If there is a general disturbance making orderly business impossible, the chairman may adjourn the meeting for as long as he/she thinks necessary.

19. DISTURBANCE BY PUBLIC

19.1 Removal of member of the public

If a member of the public interrupts proceedings, the chairman will warn the person concerned. If they continue to interrupt, the chairman will order their removal from the meeting room.

19.2 Clearance of part of meeting room

If there is a general disturbance in any part of the meeting room open to the public, the chairman may call for that part to be cleared.

20. OTHER RULES

20.1 Welsh Language

In all proceedings of the Council, the Welsh Language and English language shall have the same status and validity, with appropriate advance notification being required for simultaneous translation facility requirements.

20.2 Recording of Proceedings

With the exception of the Annual Meeting, or otherwise resolved by the Council, the taking of photographs or the oral recording of proceedings whilst they are taking place of any meeting of the Council shall be prohibited.

20.3 Petitions

Any public petitions must be delivered by the organisers, or any members, to the relevant Directorate; delivery of same must not take place during the actual meeting of the Council, or a Committee.

20.4 Interpretation of Council Rules.

The ruling of the chairman as to the construction or application of any of the Council rules, or as to any proceedings of the Council, shall not be challenged at any meeting of the Council.

21. SUSPENSION AND AMENDMENT OF COUNCIL PROCEDURE RULES

21.1 Suspension

All of these Council Rules of Procedure except Rule 14.6 and 15.2 may be suspended by motion on notice or without notice if at least one half of the whole number of members of the Council are present. Suspension can only be for the duration of the meeting.

21.2 Amendment

Any motion to add to, vary or revoke these Council Rules of Procedure will, when proposed and seconded, stand adjourned without discussion to the next ordinary meeting of the Council.

22. PUBLIC SPEAKING AT PLANNING COMMITTEE MEETINGS

Members of the public attending Planning Committee meetings shall be entitled to address the Committee in accordance with the Council's Protocol for speaking at meetings of its Planning Committee.

23. APPLICATION TO COMMITTEES AND SUB-COMMITTEES

Rules 4 to 21 inclusive apply to the meetings of non-executive Council Committees and Sub-Committees (including the Audit, Standards and Scrutiny Committees).

Rules 16 to 20 inclusive also apply to meetings of the Cabinet and Cabinet Committees

7.1. **Forward Plan and other Information**

The Overview and Scrutiny Committees/Sub-Committees will be responsible for setting its own work programme and in doing so it shall take into account the wishes of members on that Committee who are not members of the largest political group on the Council.

7.2. The Overview and Scrutiny Committees shall comply with regulations made by the Welsh Ministers in relation to the provision of prescribed information about the exercise of Overview and Scrutiny functions.¹⁵

8. **Agenda items**

8.1. Any member of an Overview and Scrutiny Committee or Sub-Committee shall be entitled to give 8 clear working days written notice before the date of the next meeting to the Chief Executive that he/she wishes an item relevant to the functions of the Committee or Sub-Committee to be included on the agenda for, and be discussed at, a meeting of the Committee or Sub-Committee.¹⁶

8.2. On receipt of such a request, the Chief Executive shall ensure that it is included on the agenda for the next or subsequent meeting (the determination as to which meeting to rest with the Committee chair).

8.3.1. Any member of the Council who is not a member of an Overview and Scrutiny Committee may give 8 working days written notice before the date of the next meeting to the Chief Executive that he/she wishes a local government matter which is relevant to the

¹⁵ Section 77 Local Government (Wales) Measure 2011

¹⁶ Section 21A (1) (a) and (b) and Section 21A (2) Local Government Act 2000 ("LGA 2000")

functions of the committee to be included on the agenda of the relevant Overview and Scrutiny Committee.¹⁷ If the Chief Executive receives such a notification, then he will include the item on the agenda for the next or a subsequent meeting (the determination as to which meeting to rest with the Committee Chair). Such member may then attend the Committee to speak, but not vote, nor move, second or amend any motion on that item.

- 8.3.2. In exercising his or her power to give notice requiring an item to be placed on an agenda under paragraph 8.3.1. the Member must have regard to any guidance issued by the Welsh Ministers.¹⁸
- 8.3.3. A “local government” matter means a matter:-
- 8.3.3.1. Which relates to the discharge of any function of the Council or
- 8.3.3.2. Affects all or part of the electoral area for which the Member is elected or any person who lives or works in that area.
- 8.3.3.3. and in either case is not an “excluded matter”.¹⁹
- 8.3.4. An “excluded matter” is a matter which comes under Section 19 Police and Justice Act 2006 or a matter of a description specified by order of the Welsh Ministers
- 8.3.5. When an overview and Scrutiny Committee has considered a requisition to place an item on the agenda of a Committee under this Paragraph of these procedure rules the requisition or request shall be advised of the Member or Members who submitted the Committee’s consideration and the reason for such outcome.²⁰

¹⁷ Section 21A (1) (c) Local Government Act 2000 (“LGA 2000”)

¹⁸ Section 21A (3) Local Government Act 2000 (“LGA 2000”)

¹⁹ Section 21 A (13) Local Government Act 2000 (“LGA 2000”)

²⁰ Section 21 (4) Local Government Act 2000 (“LGA 2000”)

- 8.4. Any non-Committee Member may also as of right (subject to any relevant Code provisions) attend in respect of a particular item (or items) of interest/concern with prior notification to the Chief Executive and Chair. The Member may speak, but not move second or amend a motion. The attendance in the latter context is not meant to relate to attendance and participation for all or most of the items on the agenda, and if such a request is made, the decision on attendance shall rest with the Committee.
- 8.5. The agenda of an Overview and Scrutiny Committee may include a schedule of forthcoming or other executive issues, and any member of the Committee is entitled to raise any of those issues at the meeting.
- 8.6. The Overview and Scrutiny Committees shall also respond, as their work programme permits, to requests from the Council and if it considers it appropriate the executive, to review particular areas of Council activity. Where they do so, the Overview and Scrutiny Committee shall report their findings and any recommendations back to the Council and/or executive.
9. **Policy review and development**
- 9.1. The executive has the responsibility for proposing the annual budget, and the policies under the policy framework to the full Council - and the role of the Overview and Scrutiny Committees in relation to the development of the Council's budget and policy framework is set out in detail in the Budget and Policy Framework Procedure Rules.
- 9.2. In relation to the development of other matters not forming part of its policy and budget framework, Overview and Scrutiny Committee or Sub-Committees may make proposals to the executive for developments in so far as they

relate to matters within their terms of reference, but there shall be consultation with the executive to avoid any duplication of work.

- 9.3. Overview and Scrutiny Committees may hold enquiries and investigate the available options for future direction in policy development and may appoint advisers and assessors to assist them in this process. They may go on site visits, conduct public surveys, hold public meetings, commission research and do all other things that they reasonably consider necessary to inform their deliberations. They may ask witnesses to attend to address them on any matter under consideration and may pay to any advisers, assessors and witnesses a reasonable fee and expenses for doing so.
- 9.4. Once it has formed proposals for development, the Overview and Scrutiny Committee shall submit these for consideration by the executive (if the proposals are consistent with the existing budgetary and policy framework), or to the Council as appropriate (e.g. if the recommendation would require a departure from or a change to the agreed budget and policy framework). These recommendations shall be considered at the next available meeting of the executive or the Council, or at such later meeting with the agreement of the Chairman and Vice Chairman of the Committee, or Council, as the case may be.
- 9.5. If an overview and scrutiny committee cannot agree on one single proposal to the Council or executive as appropriate, then up to one minority proposal may be prepared and submitted for consideration by the Council or executive with the majority proposal.
- 9.6. Overview and scrutiny committees will have access to the executive's forward work programme for decisions and intentions for

consultation. Even where an item is not the subject of detailed proposals from an overview and scrutiny committee following a consideration of possible policy/service developments, the committee will be able to respond in the course of the executive's consultation process.

- 9.7. Both the Executive and Overview and Scrutiny Committees shall draw up co-ordinated work programmes where:-
 - 9.7.1. An Overview and Scrutiny Committee will consider appropriate draft policies or plans being drawn up by the Executive under the policy framework.
 - 9.7.2. An Overview and Scrutiny Committee will have a direct involvement in a review of existing policies/ procedures and make recommendations to the executive.
 - 9.7.3. An Overview and Scrutiny Committee may be asked by the Executive to join with it in a policy development task, which may not form part of the policy and budget framework.
- 9.8. Those in 9.7.1 and 9.7.2 above would be expected to fall within the Overview and Scrutiny Committee Forum itself, whereas that in 9.7.3 may require an ad hoc "Policy Development Group", led by a Cabinet Member but involving other Cabinet and Overview and Scrutiny Committee members as well.
- 10. **Rights of overview and scrutiny committee members to gain access to documents**
 - 10.1.1. In addition to their rights as councillors, members of overview and scrutiny committees have the additional right to documents, and to notice of meetings as set out in the Access to Information Procedure Rules in Part 4 of this Constitution.
 - 10.1.2. Nothing in this paragraph prevents more

detailed liaison between the executive and overview and scrutiny committee as appropriate depending on the particular matter under consideration.

11. **Members and officers giving account**

11.1. Any Overview and Scrutiny Committee may scrutinise and review decisions made or actions taken in connection with the discharge of any Council functions. As well as reviewing documentation in fulfilling the scrutiny role, it may require any other member of the executive or Officers of the Authority to attend before it to explain in relation to matters within their remit:²¹

- 11.1.1. Any particular decision or proposed decisions or series of decisions; and/or
- 11.1.2. The extent to which the actions taken implement Council policy; and/or
- 11.1.3. their performance.

and it is the duty of those persons to attend if so required.

It is expected that Officers asked to attend for the above purposes will be at Chief Officer, Head of Service or Accountable Manager level.

11.2. Where any member or officer is required to attend an overview and scrutiny committee under this provision, the chair of that committee will inform the Chief Executive who shall inform the member or officer in writing giving at least 8 clear working days notice of the meeting at which he/she is

²¹ Section 21 (13) (a) Local Government Act 2000 ("LGA 2000")

required to attend. The notice will state the nature of the item on which he/she is required to attend to give account and whether any papers are required to be produced for the committee. Where the account to be given to the committee will require the production of a report, then the member or officer concerned will be given sufficient notice to allow for preparation of that documentation.

- 11.3. Where, in exceptional circumstances, the member or officer is unable to attend on the required date, then the overview and scrutiny committee shall in consultation with the member or officer arrange an alternative date for attendance.
- 11.4. It is ultimately the elected executive which will be required to answer questions about its policies and decisions. Officers contributions should as far as possible be confined to questions of fact and explanation relating to policies and decisions, though they can be asked to explain and give reasons for decisions they themselves have taken under delegated authority.
- 11.5.1. Attendance by members of the Neath Port Talbot Public Services Board (the Board)
- 11.5.2. The Committee designated with the powers contained in section 35 of the Well-being of Future Generations Act 2015 (the Act) can require any statutory member of the Board to give evidence, but only in respect of the exercise of joint functions conferred on them as a statutory member of the Board under the Act. This includes any person that has accepted an invitation to participate in the activity of the Board.

- 11.5.3. The statutory members of the Board are:
 - 11.5.3.1. Neath Port Talbot County Borough Council (Leader and Chief Executive)
 - 11.5.3.2. Abertawe Bro Morgannwg University Health Board (Either the Chairman, Chief Executive or both)
 - 11.5.3.3. Mid and West Wales Fire and Rescue Service (Either the Chairman, Chief Officer or both)
 - 11.5.3.4. Natural Resources Wales (Chief Executive)

12. **Attendance by Cabinet Members**

- 12.1. There would also be attendance by the relevant Cabinet Members as a standing arrangement on policy, budget or other forthcoming issues, in order to provide evidence and information for the Overview and Scrutiny Committee, and to ensure the “executive” and “scrutiny” work constructively and inclusively together in the best interests of the Council and its communities.
- 12.2. In particular Cabinet Members may attend any meeting of an Overview and Scrutiny Committee which is undertaking pre-scrutiny of any proposed executive decision.

13. **Attendance by others**

- 13.1. An Overview and Scrutiny Committee may invite people other than those people referred to in paragraph 11 above to address it, discuss issues of local concern and/or answer questions. It may for example wish to hear from residents, stakeholders and members and officers in other parts of the public sector and shall invite such people to attend. Attendance is entirely voluntary.

- 13.1.2. An Overview and Scrutiny Committee shall make arrangements to enable all persons who live or work in the area of the Council to bring to the attention of the Committee their views on any matter under consideration by the Committee.
- 13.1.3. These arrangements shall include the publication on the Council's website of the forward work programme of the Committee and any agenda for a meeting of the Committee and or the publication of the agenda in accordance with the statutory rules contained in the Local Government Act 1972.
- 13.1.4. Persons who live or work in the Council's area may submit written representations on any matter under consideration by the Committee by submission to the Chief Executive up until one clear day before any relevant meeting of the Committee and these representations shall be reported to the Committee either in full or in summary at the discretion of the Chair.
- 13.1.5. In making any report or recommendations the Committee shall comply with Section 21F of the Local Government Act 2000.

13.2. **Scrutiny of Designated Persons**

- 13.2.1. An Overview and Scrutiny Committee may (in connection with the making of a report or recommendations of a kind referred to in paragraph 6.1.7.):-
- 13.2.2. require a Designated Person to provide the committee with information except information that relates to an excluded matter.
- 13.2.3. require an officer, employee or other representative of a Designated Person to attend

meetings of the Committee except in relation to an excluded matter.²²

13.2.4. For the definition of Designated Person see paragraph 6.1.7.1.

13.2.5. An excluded matter is (for the purposes of Paragraphs 13.2.2. and 13.2.3.) any matter with respect to which a Crime and Disorder Committee (being the Policy and Resources Committee of the Council) could make a report or recommendations under Section 19 (1) (b) and (3) (a) of the Police and Justice Act 2006.

13.2.6. Paragraphs 13.2.2. and 13.2.3. do not require a Designated Person to provide any information which is not reasonably required in connection with the making of the report or recommendation.²³

14. **Call-in**

14.1. When a decision is made by the executive, a committee of the executive or an individual member of the executive, a summary of the decision shall be circulated by the Chief Executive (normally within 2 days of the decision being made and where possible by electronic means) to all members of the relevant Overview and Scrutiny Committee (with copies also to all other members of Council).

14.2. That notice containing the decision summary will bear the date on which it is published and will specify that the decision will come into force, and may then be implemented, on the expiry of 3 days after the publication of the decision, unless an overview and scrutiny committee, or the requisite number of members thereof (referred to in paragraph

²² Section 21 (13) (c) LGA 2000

²³ Section 21 (15A) Local Government Act 2000 (“LGA 2000”)

- 14.3. below) objects to it and calls it in.
- 14.3. Except as provided in Paragraph 14.11 if the Chief Executive shall receive during the call in period a request:-
- 14.3.1. by virtue of a decision of a relevant Overview and Scrutiny Committee, or
- 14.3.2. by three or more members of a relevant Overview and Scrutiny Committee together with the Chair (or in the absence of the Chair the Vice Chair), or
- 14.3.3. by one third or more of the Members of a relevant Overview and Scrutiny Committee
- the Chief Executive shall convene a meeting of the relevant Overview and Scrutiny Committee on such date as is agreed with the Chair (or Vice Chair in the absence of the Chair)(but in any case not later than seven working days of the decision or request for call in.
- 14.4. Where it is not possible in the time available for the requisite number of members to call-in the decision, the Chair (or in absence the Vice Chair) may allow the call-in if it is considered that the circumstances so warrant a call-in.
- 14.5. For the purposes of Paragraph 14.3. a member for the above purposes shall be a voting member of the Committee and an Overview and Scrutiny Committee will be the relevant Committee where the proposed decision comes within its terms of reference.
- 14.6. Having considered the decision, the overview and scrutiny committee may refer it back to the decision making body or person for reconsideration, setting out in writing the nature of its concerns or refer the matter to full Council under the provisions of Article 6.01. If referred to the decision maker, that body or person shall then reconsider within a further 10 working days (or such other time as may be

agreed by the decision-maker with the Chair – or in absence Vice Chair - of the Overview and Scrutiny Committee) amending the decision or not, before adopting a final decision.

14.7. If following the call in, the overview and scrutiny committee decides not to refer the matter back to the decision making body or person , the decision shall take effect on the date of the overview and scrutiny meeting.

14.8. If the matter was referred to full Council and the Council does not object to a decision which has been made, then no further action is necessary and the decision will be effective in accordance with the provision below. However, if the Council does object, the Council will refer any decision to which it objects back to the decision making person or body, together with the Council’s views on the decision. That decision making body or person shall choose whether to amend the decision or

not before reaching a final decision and implementing it. Where the decision was taken by the executive as a whole or a committee of it, a meeting will be convened to reconsider within 10 working days of the Council request. Ultimately, a decision which is within the definition of executive functions, and which is in accordance with the policy and financial framework agreed by the Council, will be one for the executive to take.

14.9. If the Council does not refer the decision back to the decision making body or person, the decision will become effective on the date of the Council meeting.

14.10. There can only be one call-in of the particular executive decision. If the decision is reconsidered by the decision maker under the

procedures above, the decision then made after reconsideration shall be final and may be implemented immediately.

14.11. **Exceptions to call in**

14.11.1. The call in procedures above shall not apply in the following cases:-

14.11.1.1. Where the decision being taken by the Cabinet or a Cabinet Committee is urgent. A decision will be urgent if any delay likely to be caused by the call in process would prejudice the interests of the Council or the public interest. The formal record of the decision, and the summary sent to Overview and Scrutiny members, shall state the opinion of the decision making body that the decision is an urgent one, and therefore not subject to call-in. The other provisions in 13.1 of the Access to Information Rules shall apply to the decision record. However, the decision may only be taken if the chair of the relevant overview and scrutiny committee (or in absence the vice chair) decides to allow the decision to proceed for implementation as a matter of urgency. Decisions taken as a matter of urgency must be reported to the next available meeting of the relevant Overview and Scrutiny Committee.

14.11.1.2. In respect of Officers executive decisions under their delegated urgency powers (Part 3 of this Constitution). A decision will be urgent if any delay likely to be caused by the call in process would prejudice the interests of the Council or the public interest. The formal record of the decision shall state the opinion of the officer that the decision is an urgent one, and therefore not subject to call-in. The other provisions in 13.1 of the Access to Information Rules shall apply to the decision record.

However, the decision may only be taken if the chair of the relevant overview and scrutiny committee (or in absence the vice chair) decides to allow the decision to proceed for implementation as a matter of urgency. Where an Officer takes a decision under his delegated urgency powers, there shall be consultation in respect of the decision with the Leader and relevant Cabinet member (or in the absence of either or both, any other two Cabinet members). Decisions taken as a matter of urgency must be reported to the next available meeting of the Cabinet or Cabinet Committee and relevant Overview and Scrutiny Committee. The urgency action shall include the standard compliance statement.

- 14.11.1.3. In respect of other (non-urgency) Officer executive or non-executive decisions under delegated powers.
- 14.11.1.4. Where Cabinet or Cabinet Committees take an executive decision, implementation of which is deferred pending consultation with the relevant Overview and Scrutiny Committee and whereby subsequently there are no objections or alternative proposals raised at the Committee under that consultation process by a majority of the Committee members present. On this basis, the call-in procedure will not apply to the executive decision which can be implemented immediately following the Overview and Scrutiny meeting. However, if there are any objections or alternative proposals by a majority of the Committee members present, the matter will be referred back to Cabinet or Cabinet Committee to consider those views.
- 14.11.1.5. Where the Cabinet, a Cabinet committee or an officer take an executive decision which is contrary to the Council's policy framework or contrary to or not wholly in accordance with the budget approved by full Council if the decision is a matter of urgency. A decision will be urgent if any delay likely to be caused by the call in process would prejudice the Council's or

the public's interests. However, the decision may only be taken if it is not practical to convene a quorate meeting of the full Council; and if the chair of the relevant overview and scrutiny committee (or in his/her absence the Mayor or Deputy Mayor) decides to allow the decision to proceed for implementation as a matter of urgency. Where an Officer takes a decision here under his delegated urgency powers, there shall be consultation in respect of the decision with the Leader and relevant Cabinet member (or in the absence of either or both, any other two Cabinet members). The reasons why it is not practical to convene a quorate meeting of full Council and the agreement to allow the decision to proceed for implementation as a matter of urgency must be noted on the record of the decision. Following the decision, the decision taker will provide a full report to the next available Council meeting explaining the decision, the reasons for it and why the decision was treated as a matter of urgency.

14.12. Members who have requested that a decision be called in shall be advised of the outcome of that call in.

14.13 The operation of the provisions relating to call-in and urgency shall be monitored, and a report submitted to Council with proposals for review if necessary.

15. **The party whip**

15.1. Section 78 (1) of the local Government (Wales) Measure 2011 provides that a Member of an Overview and Scrutiny Committee must not vote on a question at a meeting of that Committee if before the meeting the Member has been given a party whip relating to the question. (known as a prohibited party whip).

15.2. The statutory definition of a party whip is

reproduced at paragraph 15.6.

- 15.3. Any vote that is given in breach of the rule declared in paragraph 15.1. must be disregarded.
- 15.4. It is for the person chairing the meeting of an Overview and Scrutiny to determine whether a member of the Committee has been given a prohibited party whip in relation to the meeting.
- 15.5. At each meeting of an overview and Scrutiny Committee each Member must declare any prohibited party whip which the Member has been given in relation to the meeting and the minutes of the meeting shall record all such declarations.
- 15.6. The definition of party whip in Section 81 (10) of the Local Government (Wales) Measure 2011 is:-
“party whip” means an instruction (however expressed) which—
- (a) is given on behalf of a political group on a local authority;
 - (b) is given to a person (P) who is—
 - (i) a member of the political group, and
 - (ii) a member of an overview and scrutiny committee of the local authority;
 - (c) is an instruction as to how P should vote on a question falling to be decided by the committee; and
 - (d) if not complied with by P, would be likely to make P liable to disciplinary action by the political group which gives the instruction;
- “political group” means a group of members of a local authority that is a political group for the purposes of Part 1 of the Local Government and Housing Act 1989;”

16. **Procedure at Overview and Scrutiny Committee meetings**
- 16.1. Overview and scrutiny committees and sub-committees shall consider the following business:
 - 16.1.1. Minutes of the last meeting;
 - 16.1.2. Consideration of any matter referred to the committee for a decision in relation to call in of a decision;
 - 16.1.3. Responses of the executive to proposals of the overview and scrutiny committee; and, in the case of the committee designated with the powers contained in section 35 of the Well-being of Future Generations (Wales) Act 2015, responses of Board to the Committee's reports and/or recommendations and
 - 16.1.4. The business otherwise set out on the agenda for the meeting.
- 16.2. Where the overview and scrutiny committee conducts investigations (e.g. with a view to policy development), the committee may also ask people to attend to give evidence at committee meetings which are to be conducted in accordance with the following principles:
 - 16.2.1. That the investigation is conducted fairly and all members of the committee be given the opportunity to ask questions of attendees, and to contribute and speak;
 - 16.2.2. That those assisting the committee by giving evidence be treated with respect and courtesy; and
 - 16.2.3. That the investigation be conducted so as to maximise the efficiency of the investigation or analysis.
- 16.3. Following any investigation or review, the committee/sub-committee shall prepare a proposal for submission to the executive and/or

Council as appropriate, and shall make its proposal and findings public.

- 16.4. No member may be involved in scrutinising a decision in which he/she has been directly involved.

17. **Matters within the remit of more than one Overview and Scrutiny committee**

Where an overview and scrutiny committee conducts a review or scrutinises a matter which also falls (whether in whole or in part) within the remit of another overview and scrutiny committee, then the committee conducting the review may invite the chair of the other committee (or his/her nominee), to attend its meetings when the matter is being reviewed or joint sessions of the Committee may be arranged.

18. **Publication of Reports Recommendations and Responses Confidential and Exempt Information**

In publishing any report recommendation or responses an Overview and Scrutiny Committee shall comply with the provisions of Section 21D of the Local Government Act 2000.

SWANSEA BAY CITY REGION

JOINT SCRUTINY COMMITTEE

20 November 2018

REPORT OF THE ASSISTANT CHIEF EXECUTIVE AND CHIEF DIGITAL OFFICER FOR NEATH PORT TALBOT COUNTY BOROUGH COUNCIL – K. JONES

Matters for Decision

Administration Arrangements

Purpose of Report

To receive a steer from Members on administration matters and practical arrangements for the Joint Scrutiny Committee which are not covered in the Joint Working Agreement for the Swansea Bay City Region.

Background

The Joint Working Agreement for the Swansea Bay City Region is silent on the following practical and administrative arrangements for the Joint Scrutiny Committee:

- venues for meetings of the committee;
- Welsh Language;
- access to papers and the Forward Work Programme for the public;

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- issue and circulation of papers to committee members and other relevant officers/members;
- reporting back to constituent authorities

Financial Impact

There are none identified at this time.

Equality Impact Assessment

There are none identified at this time.

Workforce Impacts

There are no significant workforce impacts associated with this report.

Legal Powers

There are none.

Risk Management

There are no significant risks associated with this report.

Consultation

There is no requirement for external consultation on this item.

Proposed Administrative Arrangements

Consideration is required by the Joint Scrutiny Committee on proposals for meeting these requirements:

- Schedule of meetings** – it is proposed that the joint scrutiny committee approve the following schedule of meetings:
 - 2:00pm 22nd February 2019
 - 2:00pm 16th May 2019
- Venues for meetings of the committee** – it is proposed that the meeting be rotated around the constituent authorities. This would make meetings available to all members of the public across the



- region whilst also balancing the burden of travel by members of the committee;
- c) **Welsh Language** – the determinations made by the Welsh Language Commissioner vary from authority to authority. It is proposed that the arrangements for the joint scrutiny committee broadly mirror those in place for the Carmarthenshire County Council as this arrangement would help to accommodate the standards imposed on all authorities in the region. This would mean that meetings would be supported by simultaneous translation. Agendas and minutes will be produced in Welsh and English but not other meeting papers;
 - d) **Access to papers and the Forward Work Programme for the public** – it is proposed that meeting papers, including the Forward Work Programme of the Scrutiny Committee would be published on the Modern.Gov system with restrictions applied as appropriate for exempt items. Please note that these papers would be linked to Neath Port Talbot County Borough Council as the host authority for scrutiny support;
 - e) **Issue and circulation of papers to committee members and other relevant officers/members** – it is proposed that the issue of papers to committee members and other relevant officers/members would be done using the Modern.gov system only. Should any member of the committee have alternative requirements, the relevant constituent authority would be responsible for meeting such needs;
 - f) **Reporting back to constituent authorities** – it is proposed that when the Scrutiny Committee wishes to draw attention to an issue or make a recommendation to the constituent authority that this would be reflected in the minutes of the relevant meeting and supported by a letter from the Chair of the meeting to the chief executive of the constituent authority/authorities and copied to the relevant officer/member.

Reason for Decisions

To ensure that the necessary administrative arrangements are in place so that meetings of the committee are efficient, effective and accessible.

Implementation of Decisions

The decisions are proposed for implementation after the three day call in period.

Officer Contact

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SWANSEA BAY CITY REGION JOINT SCRUTINY COMMITTEE

20TH NOVEMBER 2018

FORWARD WORK PROGRAMME

RECOMMENDATIONS/KEY DECISIONS

The Joint Scrutiny Committee is invited to consider what will be included on its Forward Work Programme. The Joint Committee’s Implementation Plan and Draft Forward Work Programme are attached to aid discussion.

REASONS

Section 20.5 (a) (b) (c) (d) of the Joint Working Agreement for the Swansea Bay City Region sets out the expectations of the Joint Scrutiny Committee as follows:

“The role of the Joint Scrutiny Committee is to provide advice, challenge and support to the Joint Committee. The Joint Scrutiny Committee Shall be required to:

- (a) Review and scrutinise the Joint Committee’s financial affairs;
- (b) Review and assess the Joint Committee’s risk management, internal control and corporate governance arrangements;
- (c) Review and assess the economy, efficiency and effectiveness with which resources have been used;
- (d) Make reports and recommendations to the Joint Committee in relation to the points in (a) to (c).”

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Section 2 of Schedule 12 of the Joint Working Agreement for the Swansea Bay City Region – Terms of Reference of Joint Scrutiny Committee also provides information on the expectations of the Joint Scrutiny Committee as follows:

“2. Purpose

- 2.1** The purpose of the Joint Scrutiny Committee shall be:
 - 2.1.1** Performing the overview and scrutiny function for the Swansea Bay City Region City Deal (as specified in the Swansea Bay City Deal Joint Committee Agreement) on behalf of the 4 Constituent Authorities;
 - 2.1.2** To develop a Forward Work Programme reflecting the functions under cl. 2.1.1 above
 - 2.1.3** To seek reassurance and consider if the City Deal is operating according to the Joint Committee Agreement, its Business Plan, timetable and / or is being managed effectively;
 - 2.1.4** To monitor any City Deal Regional projects against its Programme Plan
 - 2.1.5** To make any reports and recommendations to the Constituent Authorities, whether to their executive Boards or Full Council as appropriate, in respect of any function which has been delegated to the Joint Committee pursuant to the Joint Committee Agreement
- 2.2** For the avoidance of doubt scrutiny of individual Authorities projects shall be a matter for the relevant Constituent Authorities’ Scrutiny Committee.”

The Joint Committee’s Implementation Plan and Draft Forward Work Programme are attached for information.

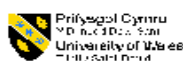
OFFICER CONTACT

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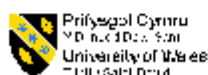
Jason Davies
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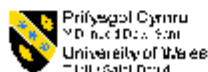


SWANSEA BAY CITY REGION JOINT SCRUTINY COMMITTEE FORWARD WORK PROGRAMME 2018 -2019

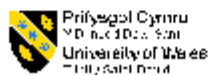
SUBJECT AREA AND BRIEF DESCRIPTION OF NATURE OF REPORT	RESPONSIBLE OFFICER	EST. JOINT COMMITTEE MEETING DATE
Approval of SBCD Implementation Plan	Regional Office	Q4 2018
ESF Institutional Capacity Regional Bid	Regional Office	Q4 2018
Regional LFFN Bid	Swansea Council	Q4 2018
Business Engagement and Communication Strategy	Regional Office	Q4 2018
City Deal Regional Procurement Principles	Regional Office	Q4 2018
Revenue funding requirements	Accountable Body / Sect.151 Officer	Q4 2018
LA Borrowing requirements	Accountable Body / Sect.151 Officer	Q4 2018
Funding agreement template for Project Authority Lead and Delivery Lead	Accountable Body / Sect. 151 Officer	Q4 2018
Consideration of Yr Egin Business Case	Project Lead	Q4 2018
Consideration of Llanelli Life Science & Well-Being Village Business Case	Project Lead	Q4 2018
Consideration of Swansea Waterfront & Digital District Business Case	Project Lead	Q2 2019



SUBJECT AREA AND BRIEF DESCRIPTION OF NATURE OF REPORT	RESPONSIBLE OFFICER	EST. JOINT COMMITTEE MEETING DATE
Agree Monitoring and Evaluation Plan	Regional Office	Q4 2018
Consideration of Department for International Trade Welsh Portfolio	Regional Office	Q1 2019
Agree process and schedule for flow of finances to Local Authorities	Accountable Body / Sect.151 Officer	Q1 2019
Finalise model for NNDR	Accountable Body / Sect. 151 Officer	Q1 2019
Stakeholder communication plan	Regional Office	Q1 2019
Consideration of Skills & Talent Business Case	Project Lead	Q1 2019
Consideration of Digital Infrastructure Business Case	Project Lead	Q1 2019
Contracts register	Regional Office	Q2 2019
Consideration of Pembroke Dock Marine Business Case	Project Lead	Q2 2019
Consideration of ASTUTE Factory of the Future Business Case	Project Lead	Q2 2019
Consideration of Steel Science Business Case	Project Lead	Q2 2019
Consideration of Life Science & Well-Being Campus Business Case	Project Lead	Q2 2019
Consideration of Homes as Power Stations Business Case	Project Lead	Q3 2019
Consideration of CENGs Business Case	Project Lead	Q3 2019



SUBJECT AREA AND BRIEF DESCRIPTION OF NATURE OF REPORT	RESPONSIBLE OFFICER	JOINT COMMITTEE MEETING DATE
Review KPI's	Joint Committee	Quarterly
Review Programme Risk Register	Joint Committee	Quarterly
Feedback and Recommendations from Joint Scrutiny	Joint Committee	Bi-Annually



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Implementation Plan

The Swansea Bay City Deal Implementation Plan has been developed to set out the high level activities that will support the delivery of the Swansea Bay City Deal (SBCD).

The Plan outlines the work of the Joint Committee and supporting structures including programme governance, stakeholder engagement and programme implementation, monitoring and evaluation, as well as indicative milestones for the SBCD Programme and its eleven SBCD projects.

The Joint Committee will review the Implementation Plan annually, with the first review to take place no later than one year after the approval of the Implementation Plan. Reviews in later years will take place no later than one year after the previous review.

Date Approved: August 2018



Swansea Bay City Deal

1.0 Summary of Programme

The Swansea Bay City Region covers the four local authority areas of Carmarthenshire, Neath Port Talbot, Pembrokeshire and Swansea.

Based on the Swansea Bay City Region Economic Regeneration Strategy 2013-2030, the Swansea Bay City Deal sets out an integrated, transformational approach to delivering the scale and nature of investment needed to support plans for growth in the Region.

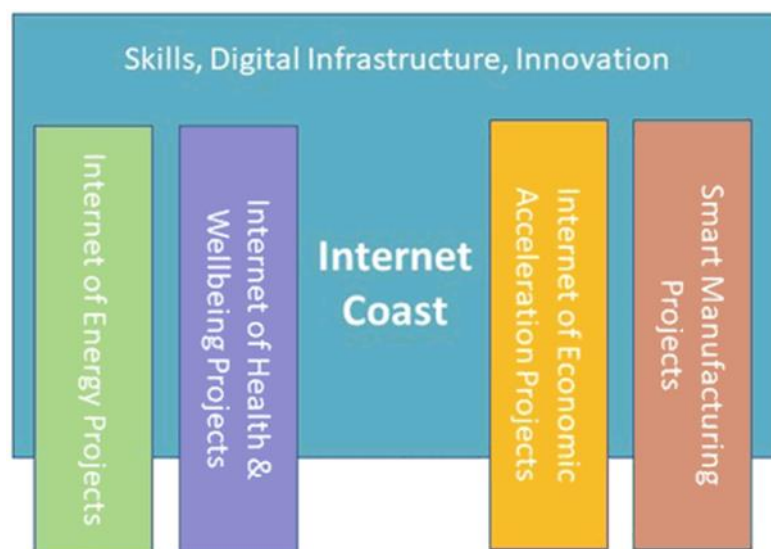
As outlined in the *Internet Coast*, the Strategic Vision for the Swansea Bay City Region is to create a super smart innovation region which will inform and advance solutions to some of the most pressing challenges of modern times in the areas of economic acceleration, smart manufacturing, energy, and life science and well-being.

The Swansea Bay City Deal is a total investment of £1.3 billion over a period of 15 years. This consists of £241m from UK and Welsh Governments, £396m from other public sector funding and £637m from the private sector.

The City Deal provides a once in a generation opportunity to further consolidate the Region's role in technological innovation through creating a region of interconnected testbeds and living laboratories, designed not only for proof of concept but also for proof of business.

Using the transformational powers of next generation digital technologies, and supported by a programme of tailored skills development, the City Deal will accelerate the Region's innovation, technological and commercialisation capabilities to support the establishment and growth of local innovation businesses and inward investors.

The strands of innovation, skills, and digital infrastructure create synergies across the four themes and eleven projects of the SBCR City Deal as outlined in the diagram below. Together, these will establish the Region as a lead innovator in developing and commercialising solutions to some of the most pressing challenges through digital innovations and a programme of skills which are tailored to business needs.



The Swansea Bay City Deal is an excellent example of working in partnership with other councils, universities and education providers, health boards, UK and Welsh Governments, and the business community. It demonstrates what collaboration and joined-up thinking can achieve for our citizens.

The Well-being of Future Generations (Wales) Act 2015 - the City Deal is a good example of the 5 Ways of Working promoted by the Act and will make a significant contribution to the 7 well-being goals.

Being a 15-year programme, the Swansea Bay City Deal provides an excellent opportunity to address persistent challenges such as climate change, poverty, inequality, jobs and skills and rurality in a transformational and preventative way.

It is also an opportunity for the four authorities and City Deal to demonstrate how they are using the 5 Ways of Working to maximize their contribution to the well-being goals required under the Act, through a major public and private sector investment programme.

The Regional Office has already been in early discussions with the Office of the Future Generations Commissioner in Cardiff to explore at the outset how the SBCD projects can use the Act as a framework at the early design stage, the idea being to strengthen the contribution of each SBCD project towards the 7 Goals and improve the 5 Ways of Working as the project is developed as part of the 5 case business model.

The 5 Ways of Working principles will be used as a starting point for helping projects to consider how they can involve people in the development, who they should be collaborating with (unusual as well as usual stakeholders to bring a different perspective), and what the long-term trends are that need to be considered, or can be addressed, through the projects.

The Office of the Future Generations Commissioner in Cardiff has developed a specific framework based on the Five Ways of Working and the Seven Well-being Goals. This Framework will allow SBCD Project Leads to use the Act to shape the development and assessment of SBCD projects and to drive their design and implementation. It has been shared with each of the Project Leads to assist in identifying improvements that need to be made to ensure the project adheres to the WFG Act and maximises the future benefits of the project and the Swansea Bay City Deal Programme.

2.0 Outcomes and benefits

The aims of the Swansea Bay City Deal is to create an outward-looking Region with the innovation capacity and infrastructure to inform and advance solutions to grand challenges that are both real locally and also exist in almost every region of the world.

By 2035 we will:

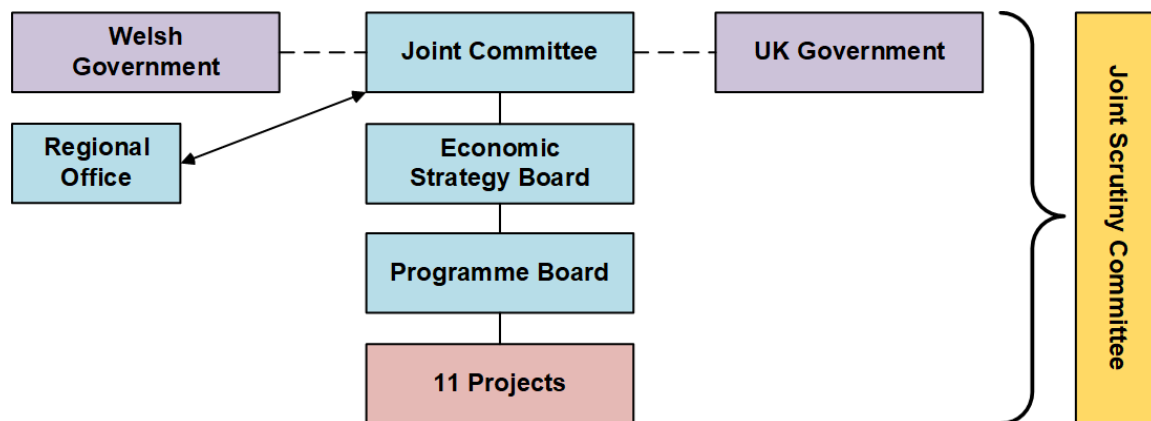
- Transform the regional economy
- Establish and maintain an effective and aligned skills base
- Create, prove and commercialise new technologies and ideas
- Be a recognised regional centre of excellence in:
 - Application of digital technologies
 - Life Science and Well-being
 - Energy
 - Advanced manufacturing

It is estimated that, at the end of the programme period, the Swansea Bay City Deal will lead to:

- Funding of £1.3 billion generated for interventions to support economic growth across the Region of which over £600 million will be private sector investment
- 11 projects
- An overall increase to the Region's economy of over 9,465 high skilled jobs
- A contribution to Regional GVA of £1.8 billion
- Investment spread across the whole of the Region to ensure all localities and citizens can benefit

In addition to the above outcomes, the City Deal will also have wider social and economic benefits at both a programme wide and project sector specific level. The full detail of all outcomes and benefits of the City Deal will be agreed with the UK Government and Welsh Government and will be set out in the SBCD Monitoring and Evaluation Plan that will provide details of how these will be captured, monitored and evaluated over the programme period

3.0 Programme Governance



3.1 Joint Committee

The Joint Committee comprises the four local authority Leaders of Carmarthenshire, Neath Port Talbot, Pembrokeshire and Swansea councils.

The Joint Committee will be chaired by a local authority Leader, and it has been agreed by the four councils that the Leader of Swansea Council will take this on this responsibility. The Chair of the Joint Committee will be elected for a two year term in the first instance, reviewed annually thereafter.

The Joint Committee has ultimate responsibility and accountability for decisions taken in relation to the Swansea Bay City Deal, in line with the visions and interests of all participating parties and the Swansea Bay City Deal document signed on 20th March, 2017.

Since the signing of the Heads of Terms document, in order to maintain momentum, the Joint Committee has been operating in shadow form. It is anticipated that the first formal meeting of this committee will take place late Summer 2018 when each of the four local authorities have signed the Joint Committee Agreement, the legal document which sets out how the councils will work together.

The head of paid service, monitoring officer and section 151 officer of each of the Councils shall be entitled to attend meetings of the Joint Committee as an adviser and shall not have a vote.

The Leaders shall be entitled to co-opt to the Joint Committee the Chair of the Economic Strategy Board (once the ESB membership has been agreed at the first formal meeting of the Joint Committee), and one representative each from the University of Wales Trinity Saint David, Swansea University, Hywel Dda University Health Board and Abertawe Bro Morgannwg University Health Board. Voting rights will be reserved for the four local authority Leaders.

The Joint Committee will meet on a monthly basis and, as set out in the Joint Committee Agreement, its functions include:

- Identifying and implementing appropriate governance structures for the implementation of any projects within the Swansea Bay City Deal programme. This shall include the formation of bodies corporate and any other structures which the Councils can lawfully establish or participate in;
- Agreeing and planning the overall strategy for and delivery of the programme for the Swansea Bay City Deal;
- Performance management of the Swansea Bay City Deal programme;
- Strategic communications;
- Monitoring of the impact of the Swansea Bay City Deal programme and reporting on this to the Councils;
- Authorising the Accountable Body to commission external support and to oversee the delivery and management of project expenditure;
- Progressing a regional approach for the Swansea Bay City Region for the discharge of strategic functions. These functions may include land use planning, transport planning and economic development;
- Approval and adoption of the Implementation Plan;
- Approval of any extension agreed by the Councils to the deadline for approval of the Implementation Plan;
- Agreeing the terms and conditions of Government Funding;
- Overseeing the proportion of each Council's responsibility for borrowing to provide funding for regional projects;
- Reviewing performance of the Chair of the Economic Strategy Board on an annual basis;
- Agreeing the Annual Costs Budget;
- Following the process as set out in the Joint Committee Agreement, the Joint Committee shall consider the project business case and the recommendations of the Programme Board and the Economic Strategy Board, and shall decide whether or not to approve the project for submission to the UK Government and Welsh Government for approval by the UK Government and Welsh Government for the release of government funding for the project.

3.2 Economic Strategy Board

Reporting to the Joint Committee, the Economic Strategy Board will represent the wider community, including the private sector.

The Economic Strategy Board will act as the voice of business and will provide strategic direction for the Swansea Bay City Deal, through advice to the Joint Committee on matters relating to the Swansea Bay City Region. It will have a role in advising the Joint Committee on opportunities to strengthen the City Deal's impact.

The Chair will be accountable to the Joint Committee. The Economic Strategy Board will not have any formal decision-making powers and it will reach agreement by consensus.

The Economic Strategy Board will meet with the following frequency or as and when required:

- Quarterly in advance of any Joint Committee meeting; and
- When necessary to deal with business as agreed by the Chair of the Economic Strategy Board.

The Regional Office will arrange for minutes of the proceedings of each meeting to be taken, approved and recorded. Key activities of the Economic Strategy Board include:

- Submit strategic objectives for the Swansea Bay City Region;
- Assess the individual Project Business Cases against the strategic aims and objectives of the Swansea Bay City Deal and make a recommendation to the Joint Committee on whether or not the Project Business Case should proceed;
- Consider implications of a proposed withdrawal or change of Project Authority Lead and any proposal for a new project and provide recommendations to the Joint Committee on whether the new project proposed should replace the project to be withdrawn and if not the process for selecting new projects or reallocation of funding;
- Monitor progress with regard to the delivery of the Swansea Bay City Deal.

A preferred candidate to become Chair of the Economic Strategy Board has been selected following an open competition exercise. The Chair shall be appointed through a vote at the first formal meeting of the Joint Committee. The process of appointing other members of the Economic Strategy Board has taken place through an open recruitment and nomination process, membership being drawn from across the wider private and public sectors. It is anticipated that the Economic Strategy Board membership will be agreed through a vote at the first formal meeting of the Joint Committee.

3.3 Programme Board

The Programme Board is accountable to the Joint Committee and will consist of the head of paid service of each of the four Councils, or another officer nominated by the head of paid service. The Programme Board Chair shall be reviewed annually.

The Programme Board may co-opt additional representatives to the Board. Co-opted members may include representatives of Swansea University, University of Wales Trinity St David, Hywel Dda University Health Board and Abertawe Bro Morgannwg Health Board.

It has been unanimously agreed by the councils that the Chief Executive of Carmarthenshire County Council will chair the Programme Board meetings.

Since the signing of the Heads of Terms document, in order to maintain momentum, the Programme Board has been operating in shadow form. At first formal meeting of the Joint Committee, scheduled to take place late summer 2018, the governance structure for the SBCD will be formally approved by the four councils, and the Programme Board will move into its formal status.

The Programme Board will have four distinct roles:

- Preparing recommendations on the Swansea Bay City Deal programme:
 - Ensuring that all schemes are developed in accordance with the agreed package, analysing the financial viability, deliverability and risk of each City Deal project proposal;

- Overseeing production of business case.
- Advising on the strategic direction of the Economic Strategy Board;
- Overseeing performance and delivery of the delivery of projects, reviewing progress against agreed milestones, focusing on delivery and financial risks and identifying any necessary remedial action;
- Working on a regional basis to improve public services especially in the areas of economic development, transport, planning and strategic land use, housing and regeneration.

Meetings of the Programme Board will take place on a monthly basis before the Joint Committee meeting and before all quarterly meetings of the Economic Strategy Board.

3.4 Accountable Body

The Councils have agreed that Carmarthenshire County Council will act as the Accountable Body responsible for discharging the Councils' Obligations in relation to the Swansea Bay City Deal in accordance with the Joint Committee Agreement.

The role of the Accountable Body is to:

- Act as the primary interface with Welsh Government, UK Government and any other funding bodies necessary to discharge the Councils' Obligations;
- Hold and release any Government Funding in relation to the Swansea Bay City Deal and only to use and release such funds as agreed in accordance with the terms of such funding and the Joint Committee Agreement;
- Comply with the Funding Conditions as set out in the JCA;
- Undertake the accounting and auditing responsibilities set out in this Agreement;
- Employ the Regional Office staff.

The Joint Committee will designate the Chief Executive of the Accountable Body as Lead Chief Executive to act as its principal adviser and as Accountable Officer to manage and oversee the work of the Accountable Body and the Regional Office team.

3.5 Regional Office

Reporting directly to the Accountable Officer and the Joint Committee, the Regional Office plays a pivotal co-ordinating and supporting role and it is responsible for the day to day management of matters relating to the Joint Committee and the Swansea Bay City Deal.

Key activities of the Regional Office include:

- Strategic liaison with UK Government and Welsh Governments and policy advisors;
- Governance support for all aspects of the City Deal governance structure, the SBCD Joint Committee, Programme Board and Economic Strategy Board;
- Programme implementation co-ordination, monitoring and evaluation;
- Undertake research, analysis and report on findings as requested by groups within the governance structure;
- Strategic project co-ordination include advising on and coordinating the development and submission of 5 case business models for City Deal projects;
- Liaison and engagement with government funding bodies and programmes, and with the Universities and Health Boards;
- Responsibility for managing the identification, assessment, approval, monitoring and evaluation processes for Regional interventions and projects;
- Communications and engagement management for the Swansea Bay City Deal;
- Private sector involvement, business development and inward investment;

- Utilising the SBCD's governance model to lead in the consideration and development of opportunities for additional capital and revenue external funding bids for additional funding sources to assist in the delivery of the regional activities which are complimentary to the SBCD.

4.0 Joint Committee Work Programme

A detailed work programme has been developed in Gantt format. This will be continually monitored and updated to ensure progress is being made.

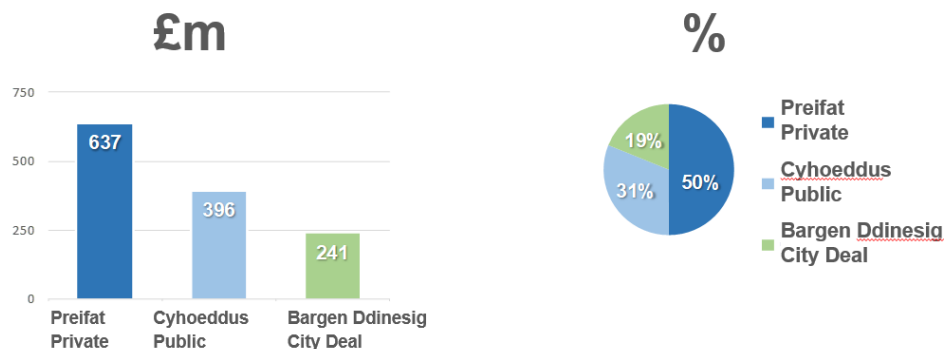
Summarised key actions for the Shadow/Formal Joint Committee include:

Category	Action	Timeframe (Using Calendar Year)	Responsibility
Governance	JCA & SBCD governance approved at Full Council meeting in each of the 4 LAs	Qtr3 2018	4 LAs
	Formal agreement of JCA & SBCD governance	Qtr3 2018	Joint Committee
	Formal establishment of Economic Strategy Board	Qtr3 2018	Joint Committee /UKG & WG
	Establish Joint Scrutiny Arrangements	Qtr4 2018	Accountable Body / Joint Committee
	Formal approval of Implementation Plan	Qtr3 2018	Joint Committee
Finance	Identify and agree LA borrowing requirements	Ongoing	LAs Section 151 Officers and Legal Officers / Accountable Body / JC
	Identify funding for revenue requirements and agree position on NDR & Capitalisation	Qtr4 2018	Accountable Body / LAs Section 151 Officers / Joint Committee
	Formal agreement of process principles for flow of finances for Regional and Local Authority City Deal projects as set out in the Joint Committee Agreement	Qtr4 2018	4 LAs / Joint Committee
SBCD Project development /approval	Agree submission process and timescales for projects to Governments	Qtr4 2018	Regional Office / / UKG & WG / JC
	Agree project approval process	Ongoing	Accountable Body / 4 LAs / JC / UK & WG
Legal and Procurement	Draft SBCD JCA developed	Qtr3 2018	Accountable Body/ LAs Section 151 Officers and Legal Officers
	Develop Economic Strategy Board TOR for approval	Qtr2 2018	Accountable Body/ LAs Section 151 Officers and Legal Officers
	Develop City Deal Regional Procurement Strategy	Qtr4 2018	Accountable Body/Regional Office
	Contracts Register to be established to identify and report on community benefits	Qtr4 2018	Regional Office /Accountable Body
	Develop Template Funding Agreement between the Lead Project Authority and the Project Lead to allow the transfer of City Deal Funding to the Recipient Project Lead	Qtr4 018	Accountable Body/ LAs Section 151 Officers and Legal Officers/ Joint Committee
Monitoring and Evaluation	Programme Risk Register Developed	Qtr4 2018	Regional Office/Accountable Body
	Final Version Monitoring and Evaluation Plan agreed	Qtr1 2019	Regional Office / UKG & WG

Stakeholder Engagement	Development and agreement of Business & Stakeholder Engagement Plan	Qtr4 2018 & Ongoing	Regional Office / Joint Committee
Strategic Regional Functions	Explore key strategic functions at a regional level that will support both the implementation of this Deal and wider development activity	Ongoing	Programme Board / Joint Committee / UK & WG

5.0 Programme Financing

The Swansea Bay City Deal is a total investment of £1.3 billion over a period of 15 years. This consists of £241m from UK and Welsh Governments, £396m from other public sector funding and £637m from the private sector.



The Joint Committee Agreement sets out details of the allocation of Government funding and private and public funding contributions for each project. The proportion of Government funding shall be in accordance with the details set out in the JCA Schedule 7 (table shown below) unless the Councils agree to vary this.

PROJECT NAME	Private (£ m)	Public (£ m)	City Deal (£ m)	Total Project Costs (£ m)
Internet of Economic Acceleration				
Digital Infrastructure	30.0	0.0	25.0	55.0
Swansea City & Waterfront Digital District	23.9	94.3	50.0	168.2
Creative Digital Cluster - Yr Egin	3.0	16.3	5.0	24.3
Centre of Excellence in Next Generation Services (CENGs)	27.0	5.5	23.0	55.5
Skills & Talent Initiative	4.0	16.0	10.0	30.0
Internet of Life Science & Well-being				
Life Science & Well-being Campuses	10.0	20.0	15.0	45.0
Life Science & Well-being Village	127.5	32.0	40.0	199.5
Internet of Energy				
Homes as Power Stations	382.9	119.2	15.0	517.1
Pembroke Dock Marine	25.9	22.4	28.0	76.3
Smart Manufacturing				
Factory of the Future	3.2	10.3	10.0	23.5
Steel Science Centre	0.0	60.0	20.0	80.0
TOTALS	637.4	395.9	241.0	1,274.3

The Joint Committee has ultimate responsibility and accountability for decisions taken in relation to the Swansea Bay City Deal. It is the role of Programme Board to ensure that all schemes are developed in accordance with the agreed package, analysing the financial viability, deliverability and risk of each City Deal project proposal and to report to the ESB and Joint Committee.

Private Sector investment is fundamental to the overall success of the Deal. There is a requirement for each City Deal project to have in place from the outset a credible and robust financial profile. All letters confirming both private and public sector match funding are to be in place for the project prior to City Deal funding approved, confirming amount and timing as set out in the project's approved financial profile. The Project Authority Lead and Project Delivery Lead are to put in place effective project monitoring processes. Funding agreements will be signed at the outset between Project Authority Leads and Project Delivery Leads setting out funding conditions.

For all projects, in addition to the 5 case model assessment process, the Accountable Body will undertake an assessment of the Project's Financial Profile to check that private and public sector contribution/s are in line with that set out in the initial project business case from the Project Lead. All variances and changes, including implications of these, will be reported to the PB, ESB and JC for consideration and decision of course of action as deemed necessary before City Deal funding is approved for the project.

It is the aim of the Swansea Bay City Deal that all projects will be delivered in five years in order to maximise the full benefits realisation of the operational schemes during the lifetime of City Deal funding which is to be released to the Region from the governments over a fifteen-year period.

As set out in the JCA, making decisions on borrowing and on finding other sources of funding other than Government Funding for projects is a matter reserved to the Councils. Each Council shall be responsible for borrowing or providing other funding for projects located in its area. If a project is located in the areas of more than one Council, each of the Councils in whose area the project is located may agree that borrowing or providing other funding should be shared between all of the Councils in whose areas the project is located equally or in proportions agreed by all of the Councils in whose areas the project is located.

The Programme Board will ensure that all schemes are developed in accordance with the agreed package and prepare recommendations to Joint Committee on all schemes.

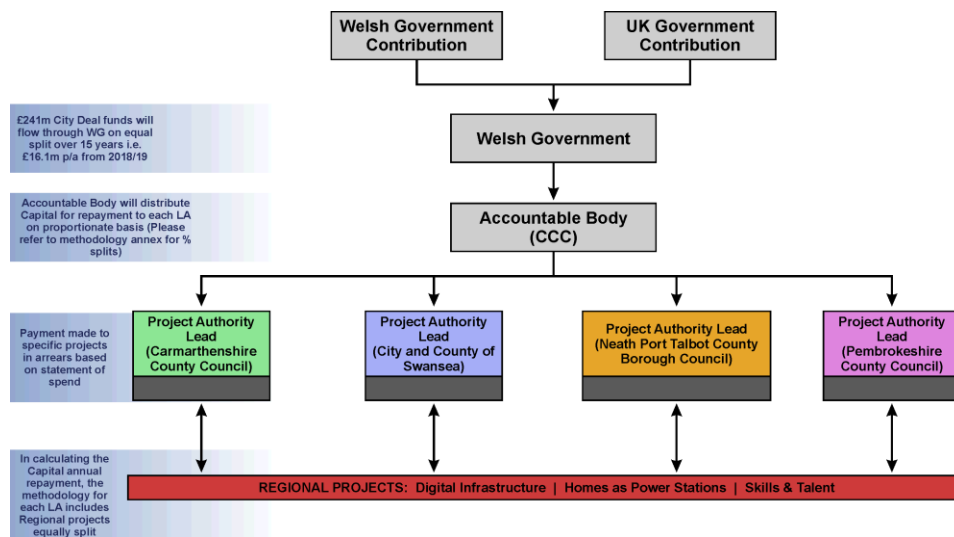
The Joint Committee is responsible for overseeing the proportion of each Council's responsibility for borrowing to provide funding for regional projects. The capital borrowing (in respect of the Government funded element) for the SBCD projects will be re-paid by identified Government funds (UK & Welsh Government) over the 15 year period.

The exact level of borrowing and the structure and terms of the borrowing is yet to be confirmed at this point in time, however it will be calculated based on the amount required per relevant local authority, and will be in line with the individual local authority internal requirements. This is being determined by the four Section 151 Officers of the four local authorities. All borrowing will be agreed based on the principles of the Prudential Code and Treasury Management Policy and Strategy for each Authority. When further details of the investments required for each project are known, a full business case appraisal for each individual project will be completed and submitted to the relevant local authority for approval before submission to the Joint Committee. These full business cases will include the detailed funding proposals and requirements of the local authority.

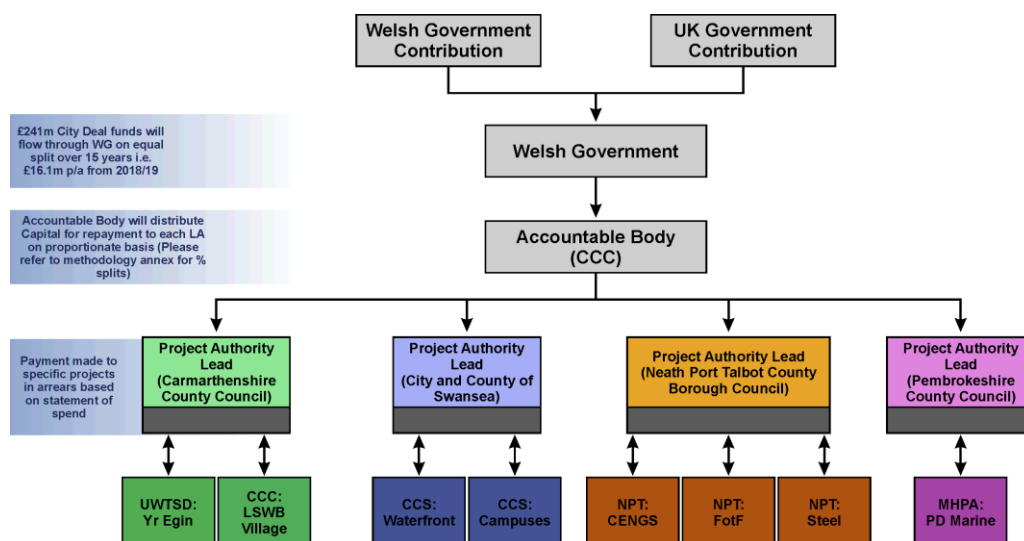
The Welsh Government has agreed (in principle) that the authorities in the SBCD region will be allowed to retain 50% of the additional net yield in the non-domestic rates generated by the 11 projects which are to be delivered by the Deal. The basis of the allocation of the rates generated within the SBCD is yet to be agreed at this point in time. This is being negotiated by the four Section 151 Officers of the four local authorities. Within the Joint Agreement appendices there is additional information that provides authorities with the support to utilise funding flexibilities.

Once UK Government and Welsh Government have approved release of City Deal funding for individual CD projects, this funding will be released to the Region via the Accountable Body who, in accordance with the Joint Committee Agreement, will distribute the funds to the regional local authorities as demonstrated in the following flow charts:

CITY DEAL FLOW OF FINANCES (Regional Projects)



CITY DEAL FLOW OF FINANCES (Local Authority Projects)



6.0 Strategic Programme Risks

Each Swansea Bay City Deal project will carry its associated risks which will be mitigated throughout the application and delivery process. A detailed risk analysis will be undertaken for all projects by the Project Delivery Lead as part of the development of the 5 case business model process, with a project specific Risk Register established to assist in the ongoing management and mitigation of all risks.

A detailed Programme Risk Register has been developed for the Swansea Bay City Deal Programme and will be managed, revised and updated by the Regional Office and will be reviewed by the Programme Board and Joint Committee. A summary of the most significant programme risks are outlined in the table below. It should be noted that these risks are shown at this point in time of writing and that the status of each risk will alter along the length of the Programme.

Category	Risk	Probability Scale Low 1:5 High	Impact Scale Low 1:5 High	Mitigation
Development	Delay in approval of Joint Committee Agreement	1	1	JCA already formally approved by each of the four LAs at meetings of the Full Council. JCA on agenda for sign-off at first formal JC meeting anticipated end of Summer 18.
	Delay in approval of Implementation Plan	1	1	IP drafted by RO. Review of draft versions IP by both Govs and speedy iterative process have enabled final version. IP on agenda for sign-off at first formal JC meeting anticipated end of Summer 18.
	Delay in establishment of Economic Strategy Board	1	1	Preferred candidate for ESB Chair has been selected and the full ESB membership will be confirmed at the first formal meeting of the JC.
Implementation	Delay in development of Business Cases by Project Leads	2	3	Regional Team in place to co-ordinate submission of business cases by the Project Leads. Gantt Chart developed to assist in mapping out project development, submission and approval process timelines. Programme Board and ESB in place to oversee the development of business cases. Joint Committee Agreement in place which sets out agreed processes for deciding on any actions required.
	Delay in approval of City Deal Business Cases	2	3	JCA and governance structure to be formalised in August 18. Regional Project Authority Leads / Project Authority Leads will have early sight of relevant draft version business cases for comment/feedback. Iterative process with governments for review of draft business cases in place which aids speedier decision. Agreement of submission process and timescales for review of final business plans with both governments.
	Business case is not approved / project falls	3	4	Iterative business case review process. Open and regular dialogue between Accountable Body, RO, Project Delivery Lead and Project Lead. . Early identification of potential trigger points and any potential mitigating/rectifying actions. If irreconcilable, Joint Committee Agreement in place which sets out agreed processes for identifying new project(s) to achieve the outcomes of the City Deal.
	Slippage in Programme delivery	2	3	Establish robust monitoring and evaluation framework to ensure programme and project delivery remains within agreed timescales and to ensure that all targeted

Category	Risk	Probability Scale Low 1:5 High	Impact Scale Low 1:5 High	Mitigation
				project outputs and outcomes will be achieved. Regional Team in place to undertake monitoring role. Accountable Body/Section 151 officers will undertake programme level financial profiling to ensure borrowing and distribution of City Deal funding is reflective of programme delivery.
Operational	Withdrawal of Local Authority	1	2	JCA signed by each LA which clearly sets out agreed provisions for such a scenario.
	Failure to engage relevant stakeholders including private sector to enable wider development of the programme	2	1	Economic Strategy Board in place from the outset providing private sector involvement. Key stakeholders already engaged. SBCD Business Engagement Officer and Communications Officer employed in the RO to ensure early and ongoing involvement through SBCD Business Engagement & Communication Plan.
	Failure to achieve agreed outcomes / outputs in agreed timeframe	3	4	Develop robust baseline. Establish monitoring and evaluation framework including key milestones and timescales for review. Set up quarterly meetings with Project Delivery Leads and Project Authority Leads to discuss progress. Regular performance reporting to Programme Board, ESB and Joint Committee to enable decision on any mitigating actions deemed necessary to keep the programme on track.
Financial	Failure to identify / secure City Deal revenue funding	2	2	Ongoing dialogue with governments underway to identify potential solutions.
	Private Sector funding contribution/s not in line with initial business case projections	3	4	For all projects, in addition to the 5 case model assessment, the Accountable Body will undertake an assessment of the Project's Financial profile to check that the private sector contribution is in line with the initial business case financial projections. Any implications resulting from variance to be reported to PB, ESB and JC for action.
	EU match funding contributions contribution/s not in line with initial business case projections	3	4	For all projects, in addition to the 5 case model assessment, the Accountable Body will undertake an assessment of the Project's Financial profile to check that the private sector contribution is in line with the initial business case financial projections. Any implications resulting from variance to be reported to PB, ESB and JC for action. RO in dialogue with WEFO.
	Failure of projects to secure committed full funding package (cap & rev)	2	5	Credible and robust financial profiles need to be in place for each City Deal Project from the outset. All Letters Confirmation Match Funding to be in place for the project before City Deal funding is approved, confirming amount and timing as set out in the project's financial profile. Timely monitoring and review following approval of five case business plan. Robust and timely procurement activity must be planned, executed and monitored. All Project Authority Leads to put in place effective monitoring and evaluation processes. .Funding agreements signed between Project Authority Lead and Project Lead.

7.0 Business Case Assessment Process

The need to get the best possible value from spending public money will always remain a constant for those entrusted with spending decisions. To this end, all City Deal business cases must be developed using the HM Treasury and Welsh Government's Five Case Model, an approach which is both scalable and proportionate. It is recognised as best practice and is the Treasury's standard methodology.

The business case, both as a product and a process, provides decision makers, stakeholders and the public with a management tool for evidence based and transparent decision making and a framework for the delivery, management and performance monitoring of the resultant scheme.

Each business case in support of SBCD project must evidence:

- **Strategic Case** - the intervention is supported by a compelling case for change that provides holistic fit with other parts of the organisation and public sector
- **Economic Case** - the intervention represent best public value (to the UK as a whole)
- **Commercial Case** - the proposed Deal is attractive to the market place, can be procured and is commercially viable
- **Financial Case** - the proposed spend is affordable
- **Management Case** - that what is required from all parties is achievable

As set out in the Joint Committee Agreement, the Project Business Case shall include a Resolution of the Project Authority Lead and all Councils in whose area the project shall take place that they approve the submission of the Project Business case.

The Regional Office shall have day to day responsibility for managing the assessment process for projects.

To assist a speedier assessment process, the UK Government and Welsh Government have agreed an informal iterative review process for assessing draft versions of business cases in order to assist Project Leads in the production of complete full business cases which are appropriate for 5 case formal review process.

On completion of the final draft business case, and following approval from the respective Regional/Project Authority Lead(s), full business cases for each of the 11 projects will undergo assessment by the Regional Office and Accountable Body before being considered by the respective City Deal governance structures. After approval by the Joint Committee the project business case will be forwarded to the UK Government and Welsh Government for approval to release City Deal government project funding to the Accountable Body.

Regional Office Project Assessment Criteria

1. Fit with the WG Future Well-being Act

- Clear evidence of the 5 Ways of Working;
- Clear evidence of contributing to Well-being goals;
- Clear evidence of alignment with local well-being plans.

2. Strategic Fit

- Alignment with the strategic aims and objectives of the Swansea Bay City Deal and wider regeneration regional strategy and demonstrate the Region's ambitions;
- Synergies with other Swansea Bay City Deal projects demonstrated.

3. Financial

- Credible and robust financial profile with cost breakdown is in place for each City Deal project before funding approval;
- Private Sector contribution/s are as set out in the Initial Business Case financial projections for the project and in the Heads of Terms document;
- All letters confirming Project Match Funding from all sources must be in place before City Deal funding is approved - confirming amount/s and timing as set out in the project's Financial Profile - for public and private sectors (and any dependencies);
- Evidence of ongoing project sustainability for a period of at least the 15-year SBCD Programme Period to include a credible operational/commercial case that sets out full details on proposed income flows and sources (and any dependencies).

4. Deliverability

- Robust Governance & Partnership approach;
- Project Management - Team and Experience;
- Clear project plan.

5. Outputs and Outcomes

- SMART (specific, measurable, achievable, results-based, time-bound) project outcomes with associated baseline data is in place in line with overall City Deal Plan;
- Projects should clearly establish intended outputs with a clear definition of what success would look like.

6. Risk Management

- Project Risk Register and risk management process in place - identification, management and mitigation of all risks.

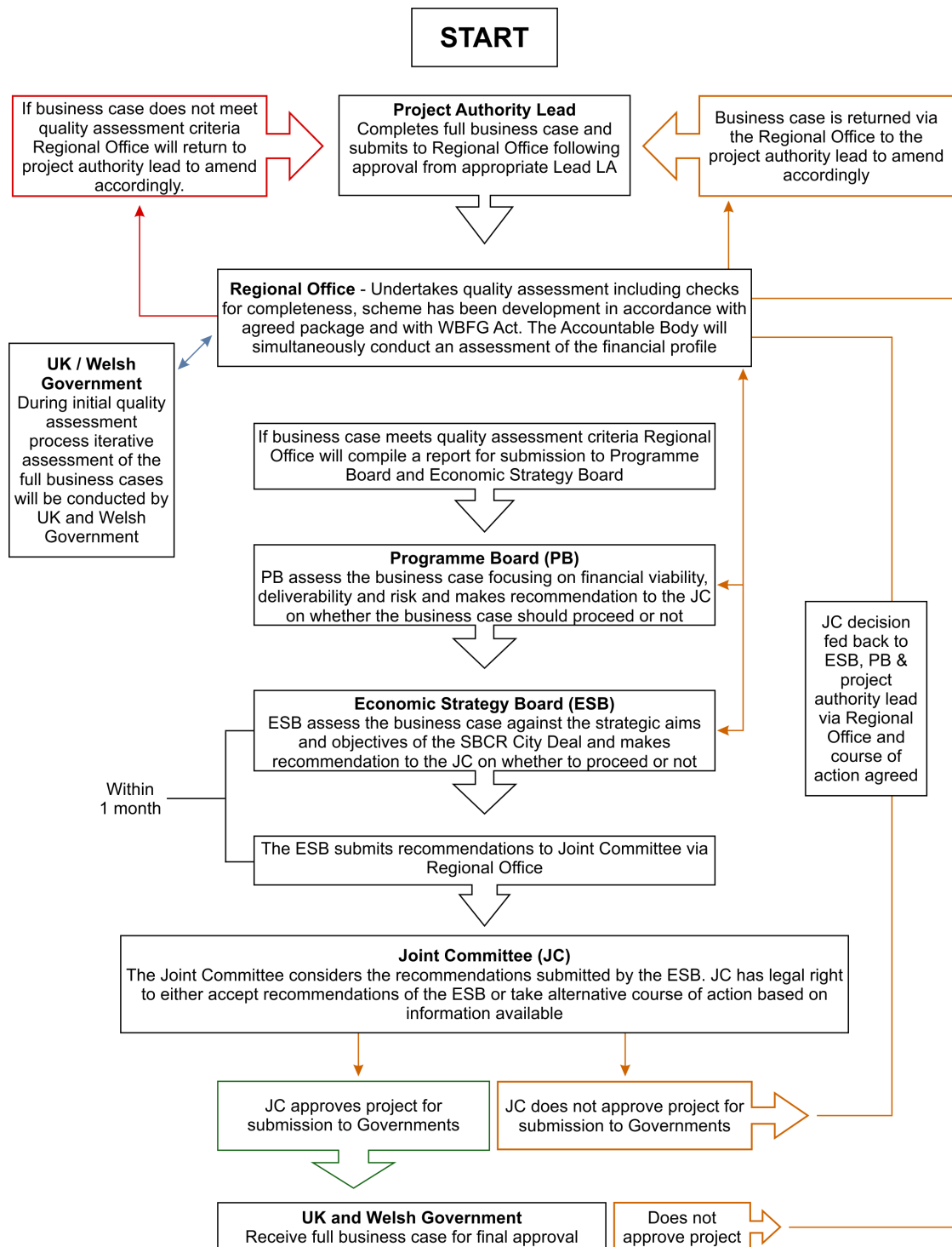
7. Procurement

- Projects must set out how they will procure all project activity in line with the Swansea Bay City Deal Procurement Strategy;
- Wider Community Benefits demonstrated in the business case e.g. Local Supply Chain supported, apprenticeships etc.

8. Project Monitoring & Evaluation

- All Project Leads to have set out clear and effective Monitoring and Evaluation Plan with process identified;
- Key delivery steps and associated milestones demonstrated;
- Detailed proposal for how and when all outputs and outcomes will be measured and reported to the Project Lead Authority and the Regional Office;
- Evaluation proposal;
- Exit Strategy in place.

The four local authorities have agreed the following process for the formal assessment of final SBCD business cases:



8.0 SBCD Programme Monitoring and Reporting

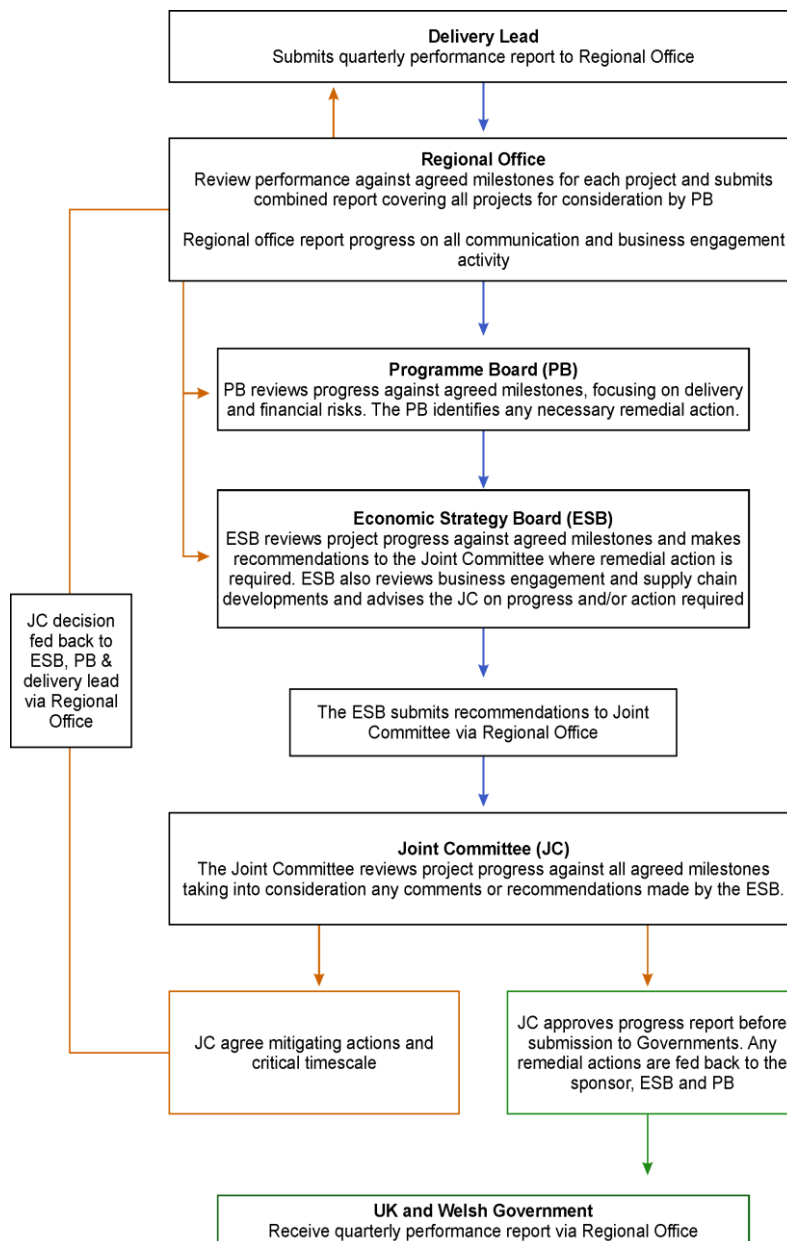
The Regional Office will have day to day responsibility for managing the monitoring and evaluation processes for projects. A robust, monitoring and evaluation plan will be developed in conjunction with the UK and Welsh Governments, and agreed by the Joint Committee, which sets out the proposed approach to evaluating the impact of delivery of Swansea Bay

City Deal at programme level. This will include detail on the how, what, and when reporting by the Project Delivery Leads and Project Authority Lead will take place.

Key actions include:

- Developing a robust baseline;
- Establishing monitoring and evaluation framework including key milestone and timescales for review;
- Set up quarterly meetings with Project Delivery Leads and Regional/Project Authority Leads to discuss progress;
- Regular performance reporting to Programme Board, Economic Strategy Board and Joint Committee.

All programme level reporting in relation to the City Deal and its associated projects will follow a process that has been agreed by the four local authorities. This is set out in the following chart:



SBCD Joint Scrutiny Committee

As set out in the Joint Committee Agreement, the Joint Scrutiny Committee will provide a scrutiny function to ensure greater public accountability over decisions made by the Joint Committee and any of its sub-committees and related entities. It has been agreed by the four Councils that Neath Port Talbot County Borough Council will be the lead authority to take responsibility for the scrutiny function responsibility and its administration.

The membership of the Joint Scrutiny Committee will consist of 12 members. Each of the Councils shall nominate three members for appointment to the Joint Scrutiny Committee. The member nominated by each Council shall be an elected member of that Council but shall not be a member of that Council's executive and shall not be a member of the Joint Committee. The Chair of the Joint Scrutiny Committee shall not be a member of the Council which is providing the Chair of the Joint Committee.

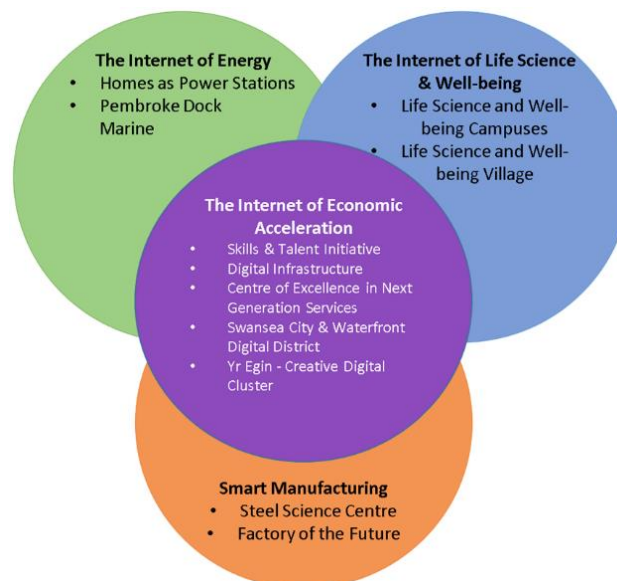
The role of the Joint Scrutiny Committee is to provide advice, challenge and support to the Joint Committee. The full terms and reference for the Joint Scrutiny Committee are set out in the Joint Committee Agreement.

The Joint Scrutiny Committee shall be required to:

- Review and scrutinise the Joint Committee's financial affairs;
- Review and assess the Joint Committee's risk management, internal control and corporate governance arrangements;
- Review and assess the economy, efficiency and effectiveness with which resources have been used;
- Make reports and recommendations to the Joint Committee in relation to the points in 1 and 3 above.

9.0 Swansea Bay City Deal Project Portfolio

The Swansea Bay City Deal comprises eleven projects across the four inter-related themes. Each thematic project has been developed to integrate with existing cluster strengths and infrastructure, supporting development of next generation services and products. In parallel, rollout of cutting-edge digital infrastructure will be accelerated to support exploitation of new technologies and capabilities. This will be underpinned by the Swansea Bay City Deal Skills & Talent Initiative that will be constantly attuned to emerging and evolving sectors' needs.



9.1 SBCD Theme - Internet of Economic Acceleration

Skills and Talent			
Regional Project Authority Lead	Carmarthenshire County Council		
Project Delivery Lead	Carmarthenshire County Council		
Total Cost	£30,000,000	City Deal:	£10,000,000
Description	The Skills and Talent initiative, being led by the South West Wales Regional & Skills Partnership, will be a key component in ensuring that local people and businesses have the appropriate skills to benefit from each of the City Deal projects.		
Key Milestones	Activity	Date (using calendar year)	
	Business Case Development		
	Initial draft Business Plan for consideration by RLSP Board	Qtr3 2017	
	Initial draft Skills and Talent Business Plan shared with UKG/WG	Qtr4 2017	
	Final review of draft business case by UKG / WG	Qtr2 2019	
	Business Plan submitted to the 4 Councils	Qtr2 2019	
	Business case submitted to Economic Strategy Board, Programme Board and Joint Committee for Approval of the project submission to the UKG/WG	Qtr2 2019	
	UKG/WG approval of the release of Government Funding to the project	Qtr3 2019	
Risks	Description	Mitigation	
	Operational		
	Risk of partners disengaging from the project could pose a risk to the achievement of some of the delivery outputs	The structure and constitution of the City Deal and the robust Partnership within the RLSP. All partners are fully committed to the project and the size and number of partners from all sectors significantly reduces this risk. Only if a whole sector were to withdraw would this risk be classed as high.	
	Lead times in the development of a new skills offer in the region/ identifying the key skills and ensuring that Welsh Government agree to include the courses within future provision within FE and apprenticeship	As one of the WG's three Regional Skills Partnerships, the RLSP is well placed to support this development, with its annual submission of a regional employment and skills plan which is utilised to directly affect the allocation of funding to FE and apprenticeship provision.	
	Project activity overlapping or duplicating existing provision within the region	The RLSP provides a platform to work across the public; private and education system. This partnership will ensure that there is an appropriate and timely response to industry and emerging project demands, remaining relevant and effective while avoiding duplication or missed opportunities.	

	Implementation						
	Project management, leadership and control of the project to deliver the stated activities and results	Management, leadership and control of the project will benefit from the experience and expertise which exists across the partnership. The partnership will establish clear lines of management responsibility, reporting and accountability from the outset.					
	Project does not meet the needs of the other SBCD projects	Early engagement with each of the 10 SBCD Project Leads has taken place to map out skills need, and will continue alongside the design and delivery stages of each.					
	Slippage to the project timescales	It is intended that management of all work detailed in the action plan will be subject to a regular, on-going process of performance review by the RLSP Board in order to maintain progress in relation to the projected outputs and timelines. Where required this will be reported through the SBCD Programme Governance Structure.					
	Financial						
	Significant changes to the match funding package	The level of match funding levered will be monitored on a quarterly basis by the Project Delivery Lead and Project Local Authority Lead to ensure that it is line with the agreed financial profile.					
	Organisational and financial risks	This level of experience within the organisations involved in the Partnership is such that relatively high levels of knowledge, skills and experience in financial management and probity can be clearly demonstrated. Coupled with regular performance review will serve to minimise the financial risks associated with the project.					
Financial Profile		2018/19	2019/20	2020/21	2021/22	2022/23	TOTAL (£)
Note - these figures are subject to change during development and approval of the 5 case business model.	Public	1,000,000	3,000,000	4,000,000	4,000,000	4,000,000	16,000,000
	Private	500,000	500,000	1,000,000	1,000,000	1,000,000	4,000,000
	City Deal	1,000,000	1,500,000	2,500,000	2,500,000	2,500,000	10,000,000
	TOTAL (£)	2,500,000	5,000,000	7,500,000	7,500,000	7,500,000	30,000,000
Constraints	State Aid rules as they apply						
Dependencies	Continued Core Funding from Welsh Government for the RLSP Revenue support for the project from the local authorities						

Digital Infrastructure	
Regional Project Authority Lead	Carmarthenshire County Council
Project Delivery Lead	Carmarthenshire County Council
Total Cost	£55,000,000
City Deal	£25,000,000

Description	<p>A regional state of the art digital infrastructure will be implemented to support each of the City Deal strategic themes and projects. The project will consist of three elements namely: Transport Corridor, Rural and Connected City. Together these components will:</p> <ul style="list-style-type: none"> • Create digital infrastructure including gigabit fibre and the establishment of 5G testbeds that will enable innovation and entrepreneurship within the region • Expand the provision of 4G and Wi-Fi capabilities to benefit both urban and rural areas of the region • Develop digital infrastructure for key sectors including energy, manufacturing and life sciences 	
Key Milestones	Activity	Date (using calendar year)
	Business Case Development	
	Project Scope Set	Qtr1 2018
	Tender for consultant to develop full 5 case business plan based on agreed scope / outline proposal	Qtr3 2018
	Consultant appointed to develop full 5 case business plan based on agreed scope / outline proposal	Qtr3 2018
	Initial draft version 5 case business plan shared with UKG / WG	Qtr4 2018
	Final review of draft version business case by UKG / WG	Qtr1 2019
	Business case submitted to 4 Councils	Qtr2 2019
	Business case submitted to Economic Strategy Board, Programme Board and Joint Committee for Approval of the project submission to the UKG/WG	Qtr2 2019
UKG/WG approval of the release of Government Funding to the project	Qtr3 2019	
Risks Tbc - awaiting draft 5 case model	Description	Mitigation
	Unsuccessful project delivery /Slippage in Project delivery	Experienced project management and project delivery team in place from the outset. Project Implementation Plan to be agreed by all partners. Established robust monitoring and evaluation framework at project development stage to ensure programme and project delivery remains within agreed timescales and to ensure that all targeted project outputs and outcomes will be achieved.
	Lack of Commercial Confidence	Robust governance structure will need to in place from the outset to carefully manage both governance and commercial risks.
	Project not sustainable	Project will develop a sustainable business model. Ongoing dialogue with key government, public sector officers and private sector organisations key. Sustainability is an integral part of this project and early engagement with operators/providers is embedded within the proposals.
	Failure to secure full funding package	The digital plan will be implemented through partner(s) through a competitive tendering process.
	Non-compliance with State Aid Regulation and Public Procurement Rules	Use is made of existing compliant procurement frameworks to enable speedier delivery. Different aspects of the project might entail different approaches.
Engagement/partnership with industry is unsuccessful.	Early engagement already taken place with private sector and wider stakeholders as part of City Deal projects. Dialogue will be on-going via the projects. Dedicated Project Manager in place.	

Financial Profile Note - these figures are subject to change during development and approval of the 5 case business model		2018/19	2019/20	2020/21	2021/22	2022/23	TOTAL (£)
	Public						
	Private	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000	30,000,000
	City Deal	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	25,000,000
	TOTAL (£)	11,000,000	11,000,000	11,000,000	11,000,000	11,000,000	55,000,000

Dependencies The majority of this project is based around requirements of the other City Deal projects. Roll-out of UK and Wales wide ICT policies and programmes. Alignment with Superfast Cymru is an important requirement. Engagement with service providers to gain an understanding of future plans and potential opportunities for the SBCD and Digital Infrastructure proposals is vital. The expectation is that the digital plan will be implemented through partner(s) through a competitive tendering process.

Swansea City & Waterfront Digital District				
Project Authority Lead	Swansea Council			
Project Delivery Lead	Swansea Council			
Total Cost	£174,673,000	City Deal	£50,000,000	
Description	The Swansea City and Waterfront Digital District will capitalise on the next generation connectivity available within the region, developing a vibrant and prosperous City Centre that facilitates the growth of high value ICT and digitally enabled sectors. The project will include incubation space and co-working areas for start-ups and small businesses alongside global enterprise; a new City Centre Business District and a Digital Square and Arena, providing conference facilities and major event space for tech industries.			
Key Milestones	Activity	Date (using calendar year)		
	Business Case Development			
	Initial draft business case shared with UK/WG	Qtr4 2017		
	Final review of draft version business case by UKG / WG	Qtr1 2019		
	Business case submitted to 4 Councils	Qtr2 2019		
	Business case submitted to Economic Strategy Board, Programme Board and Joint Committee for Approval of the project submission to the UKG/WG	Qtr2 2019		
	UKG/WG approval of the release of Government Funding for the project	Qtr3 2019		
	Project Development			
	Milestone Activity - Box Village			
	Planning Submission	Qtr2 2018		
	Detailed Design	Qtr3 2018		
	Tender and Contractor Procurement	Qtr3 2018		
	Construction	Qtr1 2019		
	Fit Out	Qtr4 2019		
	Completion and Occupation	Qtr4 2019		
	Milestone Activity - Innovation Precinct			
Planning Submission	Qtr4 2019			
Detailed Design	Qtr4 2019			

	Tender and Contractor Procurement	Qtr1 2020
	Construction	Qtr4 2021
	Fit Out	Qtr1 2022
	Completion and Occupation	Qtr1 2022
	Milestone Activity - Digital Village	
	Planning Submission	Qtr3 2018
	Detailed Design	Qtr2 2018
	Tender and Contractor Procurement	Qtr4 2018
	Construction	Qtr3 2020
	Fit Out	Qtr4 2020
	Completion and Occupation	Qtr4 2020
	Milestone Activity - Digital Square & Arena	
	Outline planning consent granted	Qtr2 2017
	End of Design Stage 2	Qtr4 2017
	Arena Operator Contract Signed	Qtr1 2018
	Contractor Procurement	Qtr3 2018
	Construction	Qtr4 2020
	Arena Opening	Qtr4 2020
Risks	Description	Mitigation
	Development	
	Failure to obtain relevant approvals	All approval processes for the project will be identified will be applied for with sufficient time to prevent project timeline impacts. Dedicated team and organisation structure will further mitigate this risk. In addition, expert advice will be sought to ensure that all required approvals are captured.
	Failure to agree project specification	Project will continue to work extensively with all key stakeholders to ensure that agreement on specification is achieved as a priority before progressing the project further.
	Commercial floor space and other facilities do not meet the needs of start-ups and tech based businesses	Project consulted with members of the targeted industries to establish needs. The project to continue to liaise with members of the industry to ensure that the evolving project delivers on key requirements at every stage, and to continuously monitor and proactively engage with the industry to ensure that needs are appropriately met in the operational phase on an ongoing basis.
	Financial	
	Failure to secure funding package	Swansea Council and University of Wales Trinity St David funding is committed. Ensure credible and robust detailed business plan and financial profile is in place at outset. Written letters confirming all sources of funding to be in place at approval stage
	Rise in construction costs	Ensure detailed costs are in place for the entire project at the outset. Allow for a suitable contingency. Detailed tender bids. Ensure experienced project manager is in place.
	Implementation	
	Delays in construction programme/ Project slippage	Ensure project team in place using recognised project management tools to enable the developments to be delivered on time. The project to proactively monitor construction progress and to work extensively with the

		principal contractor to minimise any disruption to the programme					
	Temporary traffic management failing	Project will ensure TM contractor aware of sensitivity of route and applies appropriate resources. Advance communications to 1st Responders to take into account the impact on emergency services and providing advance notice of restrictions Involve Traffic Team in a timely manner. Regular review of programme and timely information to Client.					
Operational							
	The commercial floor space and other facilities do not meet the needs of start-ups and tech based businesses	Project continues to consult with members of the targeted industries to establish needs and to ensure that the evolving project delivers on key requirements at every stage. Project to continuously monitor and proactively engage with the industry to ensure that needs are appropriately met in the operational phase on an ongoing basis					
	Lower than expected demand	The project is working extensively with potential tenants and occupiers to ensure that initial demand is sufficient. In addition, project will be focused on supporting growth and successfully managing the success of the operational phase. Project to allocate sufficient resource to ensure that any period of lower than expected demand is successfully bridged					
	Failure to provide knowledge transfer and commercial opportunities	The University to adequately resource teams to ensure that knowledge transfer and the development of commercial opportunities are given adequate priority in terms of delivery					
	Focus on physical property aspects and the wider economic needs to support business creation and growth are not achieved	The projects are being developed in consultation with a wide range of the public and private sector partners to understand demand in the market. The schemes are also designed to meet the current and future needs of an innovative business community.					
Financial Profile Note - these figures are subject to change during development and approval of the 5 case business model		2018/19	2019/20	2020/21	2021/22	2022/23	TOTAL (£)
	Public	18,851,311	18,851,311	18,851,312	18,851,312	18,851,312	94,256,558
	Private	4,780,000	4,780,000	4,780,000	4,780,000	4,780,000.	23,900,000
	City Deal	3,609,010	3,163,912	10,917,362	20,077,641	12,232,075	50,000,000
	TOTAL (£)	27,240,321	26,795,223	34,548,674	43,708,953	35,863,387	168,156,558
Dependencies	Planning consents This project forms part of the overall Swansea Central regeneration plan.						

Yr Egin - Creative Digital Cluster		
Project Authority Lead	Carmarthenshire County Council	
Project Delivery Lead	University of Wales: Trinity Saint David	
Total Cost	£24,294,000	City Deal £5,000,000
Description	Yr Egin will create a digital and creative industry cluster in Carmarthen, joined by S4C as the key anchor tenant alongside other digital and creative media SMEs as tenants. The centre will create a clustering effect which will create major and positive change to the creative and digital economy of Wales. This development will include business accelerator facilities, incubation, as well as shared spaces for interaction between each of the tenants, driving entrepreneurial development.	
Key Milestones	Activity	Date (using calendar year)
	Business Case Development	
	Initial draft version 5 case business plan shared with UKG / WG	Qtr4 2017
	Final review of draft version business case by UKG/WG	Qtr4 2018
	Business case submitted to the Council	Qtr1 2019
	Business case submitted to Economic Strategy Board, Programme Board and Joint Committee for Approval of the project submission to the UKG/WG	Qtr1 2019
	UKG/WG approval of the release of Government Funding for the project	Qtr1 2019
	Project Development	
	Phase 1 Practical Completion of Construction	Qtr3 2018
	Phase 2 Procurement of Multi-Dis Design Team to take design to RIBA Stage 3	Qtr4 2018
	Phase 2 Stage 1 ECI contractor appointment	Qtr4 2018
	Phase 2 RIBA Stage 3 Sign off	Qtr2 2019
	Phase 2 RIBA Stage 4 Detailed Design and Pre-Planning Application Discussions	Qtr2 2019
	Phase 2 Planning Submission	Qtr3 2019
	Phase 2 Stage 2 Contractor Appointment	Qtr3 2019
	Phase 2 Commencement of Construction	Qtr4 2019
	Phase 2 Fit Out	Qtr1 2021
	Phase 2 Practical Completion and Occupation	Qtr1 2021
Risks	Description	Mitigation
	Development	
	Failure to agree project specification	The University will work extensively with all key stakeholders, including potential occupiers to ensure that agreement on specification is achieved as a priority before progressing the project further.
	Failure to deliver the wider benefits identified in the business case	The project's Monitoring and Evaluation Plan to set out clear proposals of how and when the Project Lead is going to monitor the impact of the wider benefits as set out in the 5 case business model for Yr Egin. Project M & E Plans to be in place before funding is released to the project. Quarterly reporting to the Regional Office by the Project Lead and Local Authority Leads to

		highlight all changes to outputs, outcomes and milestones.				
Implementation						
Failure to obtain relevant approvals		All approval processes for the project will be identified and approvals will be applied for with sufficient time to prevent project timeline impacts. The University's existing dedicated team and organisation structure will further mitigate this risk.				
Delays in construction programme		This is in 2 phases, the first of which must be completed as a priority to satisfy S4C's timescales. This 2-phase approach will reduce the risk of delays & enable a focus on delivering Phase 1. University to work closely with delivery partner for Phase 2 to ensure that any delays in construction programme are mitigated and avoided.				
Skills and capacity issues in terms of project delivery		The core project delivery team has been specifically appointed and retained to ensure that enough skill and capacity is available to deliver the Yr Egin project. The University will appoint third party specialists as required and will ensure that the project procurement process is competitive to encourage suppliers to engage.				
Operational						
Lower than expected demand		The University has already seen a strong uptake with lettable space in Phase 1 and will work extensively to engage with prospective tenants for Phase 2. The University to also continuously review rent and service charge costs to ensure that Yr Egin remains highly competitive				
Failure to provide knowledge transfer and commercial opportunities		The University has extensive experience and expertise in both knowledge transfer and the development of commercial opportunities. The University will adequately resource teams to ensure that both of these aspects are given adequate priority in terms of delivery.				
Failure to meet industry needs		The University has undertaken extensive consultation to ensure that the Yr Egin project will match the requirements of the industry. Key stakeholder management to be undertaken extensively to ensure that the project continues to do so.				
Financial						
Failure to secure funding package		Ensure credible and robust detailed business plan and financial profile is in place at outset. Written letters confirming all sources of funding to be in place at approval stage				
Rise in construction costs		Construction cost increases have been adequately anticipated through the use of third party experts and will be integrated throughout the cost estimations for Yr Egin. The University will continue to provide adequate contingency for any unexpected increases.				
Financial Profile						
Note - these figures are subject to change during development and approval of the 5						
	2018/19	2019/20	2020/21	2021/22	2022/23	TOTAL (£)
Public	11,294.000	1,250.000	1,250.000	1,250.000	1,250.000	16,294,000
Private	£3,000,000	£0	£0	£0	£0	3,000,000
City Deal	£0	1,250.000	1,250.000	1,250.000	1,250.000	5,000,000
TOTAL	14,294,000	2,500,000	2,500,000	2,500,000	2,500,000	24,294,000

case business model	(£)						
Dependencies	Planning consents						

Centre of Excellence in Next Generation Services (CENGs)		
Project Authority Lead	Neath Port Talbot County Borough Council	
Project Delivery Lead	Neath Port Talbot County Borough Council	
Total Cost	£55,500,000	
City Deal	£23,000,000	
Description	CENGs will provide a data analytics capability to turn world class data sourced innovation into commercial systems and solutions, establishing a leadership position for Wales and the UK. The Centre will operate from a purpose built facility which will offer incubation, laboratory and 2 nd stage space and will bridge the gap between research and innovation and the ability to launch, develop and grow commercial opportunities.	
Key Milestones Tbc - awaiting draft 5 case model	Activity	Date (using calendar year)
	Business Case Development	
	Initial draft business case shared with UKG / WG	Qtr4 2018
	Final review of draft version business case by UKG / WG	Qtr2 2019
	Business case submitted to the Council	Qtr2 2019
	Business case submitted to Economic Strategy Board, Programme Board and Joint Committee for Approval of the project submission to the UKG/WG	Qtr3 2019
	UKG/WG approval of the release of Government Funding to the project	Qtr3 2019
	Project Development	
	WEFO match funding confirmation received	Qtr1 2018
	Finalise project Tender Brief & Tender documentation	Qtr1 2018
	Two stage procurement exercise to commence	Qtr4 2018
	Construction (contractor start - end)	Qtr2 2019 – Qtr2 2020
	Construction Completion and building occupation	Qtr1 2020
Risks Tbc - awaiting draft 5 case model	Description	Mitigation
	Development	
	The proposed facilities do not meet the needs of start-ups and RD&I businesses	Early engagement with industry to ensure designs are appropriate to end users, with flexibility of design.
	Operational	
	Unable to secure tenants to occupy the facility	Existing and pipeline demand already identified and evidenced. On-going engagement with industry to advertise the proposed facility and cluster.
	Financial	
Failure to secure funding package	Ensure credible and robust detailed business plan and financial profile is in place at outset. Written letters confirming all sources of funding to be in place at approval stage	

	Revenue implications post completion	Operational business plan in development. Anticipated self-sustaining after 5 years.					
	Implementation						
	Delays in procuring or delivering contract	Timely engagement of contractor and realistic programme developed.					
	Project outputs / outcomes not achieved	Benefits realisation plan in development.					
	Resource implications of delivery	Experienced project team in place with additional project manager to be appointed.					
Financial Profile Note - these figures are subject to change during development and approval of the 5 case business model	Capital & Revenue						
		2018/19	2019/20	2020/21	2021/22	2022/23	TOTAL(£)
	Public	0	3,000,000	0	2,500,000	0	5,500,000
	Private	2,000,000	3,500,000	5,750,000	6,750,000	9,000,000	27,000,000
	City Deal	2,500,000	6,500,000	4,750,000	5,250,000	4,000,000	23,000,000
	Total (£)	4,500,000	13,000,000	10,500,000	14,500,000	13,000,000	55,500,000
Dependencies	Planning consents						

9.2 SBCD Theme - Internet of Life Science and Well-being

Life Science and Well-being Campuses			
Project Authority Lead	City and County of Swansea		
Project Delivery Lead	Swansea University		
Total Cost	£45,000,000	City Deal	£15,000,000
Description	The Life Science and Wellbeing Campus project will build upon the successful Institute of Life Science initiative, providing a world-class integrated research & business incubator/park secondary/tertiary clinical, research and trials environment, and skills development centres with a life science innovation hub being created in a hospital setting. This will strengthen the region's capacity to commercialise research, attract additional inward investment, and further increase the export of high value services and goods, such as medical devices.		
Key Milestones Tbc - awaiting draft 5 case model	Activity	Date (using calendar year)	
	Business Case Development		
	Review of Outline Business Case	Qtr1 2018	
	Completed options appraisal	Qtr1 2018	
	Draft Full Business Case	Qtr2 2018	
	Partner Review of FBC	Qtr2 2018	
	Initial draft version 5 case business plan shared with UKG / WG	Qtr3 2018	
	Final review of draft version business case by UKG / WG	Qtr1 2019	
	Business case submitted to the Council	Qtr2 2019	
Business case submitted to Economic Strategy Board, Programme Board and Joint Committee for Approval of the project submission to the UKG/WG	Qtr2 2019		

	UKG/WG approval of the release of Government Funding to the project		Qtr3 2019				
	Project Development & Delivery						
	Phase 1 – Singleton Campus						
	Initial pre-development assessment undertaken					Qtr2 2017	
	Modelling of growth of activity – need and demand assessment					Qtr1 2018	
	Predevelopment study complete					Qtr3 2018	
	Prior information notice issued					Qtr3 2018	
	Establish initial skills zone within existing estate in partnership					Qtr3 2018	
	Establish initial technology development space within existing estate					Qtr3 2018	
Risks Tbc - awaiting draft 5 case model	Description			Mitigation			
	Development						
	Failure to ensure stakeholder buy-in to project concept			Project to have regular engagement with key stakeholders including ABMU, Swansea University, private sector and SBCD Programme Board and Joint Committee.			
	Delay in Swansea University decision making and internal governance procedures			Reviewed at SU project development board regularly.			
	Implementation						
	Procurement delays			Make use of existing procurement frameworks.			
	Appropriateness of partnering arrangements			Make use of existing procurement frameworks.			
	Operational						
	Project fails to meet City Deal outputs			Project M&E Plan in place at project start. Regular review and monitoring - loHWB leadership.			
	Operation of new facilities - laboratory environments			Integrate with existing operations.			
	Failure to secure commercial tenants			End User discussions taking place.			
	Financial						
	Failure to secure funding package			Ensure credible and robust detailed business plan and financial profile is in place at outset. Written letters confirming all sources of funding to be in place at approval stage			
Financial Profile Note - these figures are subject to change during development and approval of the 5 case business model		2018/19	2019/20	2020/21	2021/22	2022/23	Total (£)
	Public	5,000,000	10,000,000	5,000,000	0	0	20,000,000
	Private	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
	City Deal	2,500,000	2,500,000	5,000,000	5,000,000	0	15,000,000
	TOTAL (£)	9,500,000	14,500,000	12,000,000	7,000,000	2,000,000	45,000,000
Dependencies	Planning Consent						

Life Science and Well-being Village				
Project Authority Lead	Carmarthenshire County Council			
Project Delivery Lead	Carmarthenshire County Council			
Total Cost	£199,500,000	City Deal	£40,000,000	
Description	<p>The Llanelli Life Science and Wellbeing Village aims to deliver transformational social and economic benefits through delivering the full scope of integration between business development, education, wellness initiatives, research and development and healthcare initiatives. The project will create a physical hub in Llanelli comprised of an institute of life science, a wellness hub, a variety of high quality flats and houses, a care home, a life science and well-being centre a leisure centre and a high end wellness hotel. The village will provide space for research and development of new medical devices and healthcare technologies alongside opportunities for training, service provision and recreation. The requirements for this are being developed in conjunction with partners such as health boards and universities.</p>			
Milestones	Activity	Date (using calendar year)		
	Business Case Development			
	Initial draft business case shared with UKG / WG	Qtr4 2017		
	Final review of draft version business case by UKG / WG	Qtr4 2018		
	Business case submitted to the Council	Qtr1 2019		
	Business case submitted to Economic Strategy Board, Programme Board and Joint Committee for Approval of the project to be submitted to the UKG/WG	Qtr1 2019		
	UKG/WG approval of the release of Government Funding to the project	Qtr1 2019		
	Project Development			
	Phase 1			
	Undertake preparatory works on-site	Qtr2 2017		
	Competitive Dialogue procurement exercise complete	Qtr1 2018		
	Collaboration Agreement signed	Qtr3 2018		
	Phase 2			
	Launch public exhibition	Qtr3 2017		
	Pre-Application Consultation (Outline Planning)	Qtr1 2018		
	Submission of outline planning	Qtr1 2018		
Partner consultations on service change proposals	From Qtr1 2018			
Phase 3				
Establish JV governance structure	From Qtr2 2018			
Appoint a Development Partner	Qtr3 2018			
Finalise business/service plans	From Qtr3 2018			
Commence building works	Qtr1 2019			
Phase 4				
Services / businesses setting up on site (Phase 1)	Qtr1 2021			
'Soft launch' (Phase 1)	Qtr1 2021			
Post Implementation Review	Qtr3 2021			
Risks	Description	Mitigation		
	Site Planning – environmental, ecological, land and other infrastructure planning issues could, potentially delay the project	External consultants have been engaged to undertake a range of environmental studies required to evidence a planning application and to detail any remedial action required.		

	or as a worst case scenario result in project cessation					
	Partner communication and understanding	A full Communications and Engagement Strategy has been prepared, which prescribes early and frequent public involvement in the development of the Village and wherever a change to existing service configuration is proposed. Engagement will continue in line with both statutory and best practice guidelines.				
	Revenue streams	Business planning is underway with the Health Boards to achieve a revenue neutral solution with a projection of revenue savings over the 15 year City Deal programme.				
	Failure to achieve a whole site vision to maximise benefits the Village aims to combine skills and training, with business development, research and health initiatives.	The complexity of the aims and the range of partners required to develop this integrated network brings with it significant challenges. The Project Board and PMO to ensure that private, public and third sector partners are engaged and that opportunities for joint working and facilities provision are maximised.				
	Health provision - inability to provide a modern, sustainable workforce; to deliver to full service specification.	Accredited training programmes developed onsite will proactively interface with schools and colleges (for example, Destination NHS) and will be designed to meet the needs for modernised work programmes and provide a retained and sustainable health workforce.				
	Revenue streams	Business planning is underway with the Health Boards to achieve a revenue neutral solution with a projection of revenue savings over the 15 year City Deal programme.				
Financial Profile						
Note - these figures are subject to change during development and approval of the 5 case business model						
	2018/19	2019/20	2020/21	2020/21	2022/23	TOTAL (£)
Public	13,000,000	12,000,000	7,000,000	0	0	32,000,000
Private	15,000,000	63,500,000	42,000,000	7,000,000	0	127,500,000
City Deal	8,500,000	15,000,000	16,500,000	0	0	40,000,000
TOTAL (£)	36,500,000	90,500,000	65,500,000	7,000,000	0	199,500,000
Dependencies	This project forms part of the overall new Life Science & Well-being Village in Delta Lakes, Llanelli. Planning Consent					

9.3 SBCD Theme - Internet of Energy

Homes as Power Stations			
Regional Project Authority Lead	Neath Port Talbot County Borough Council		
Project Delivery Lead	Neath Port Talbot County Borough Council		
Total Cost	£517,050,000	City Deal:	£15,000,000
Description:	The project will create a new industry based around innovative and sustainable energy generation, combined with storage and efficiency. New technologies developed will be applied within the region, allowing homes and buildings to generate, store, and release their own energy. The project will undertake a new house building programme and retrofit programmes which will utilise such technologies whilst developing new supply chains in this sector. The project will also address fuel poverty, which remains a persistent challenge for many communities across the region. The project will also focus on broadband Internet connections and smart metering, with support from the Digital Infrastructure project.		
Milestones Tbc - awaiting draft 5 case model	Activity	Date (using calendar year)	
	Business Case Development		
	Initial draft Strategic Case shared with RO	Qtr3 2018	
	Initial draft business case shared with UKG/WG	Qtr3 2018	
	Final review of draft version business case by UKG / WG	Qtr3 2019	
	Business case submitted to the 4 Councils	Qtr3 2019	
	Business case submitted to Economic Strategy Board, Programme Board and Joint Committee for Approval of the project submission to the UKG/WG	Qtr3 2019	
	UKG/WG approval of the release of Government Funding to the project	Qtr1 2020	
	Project Development		
	Regional Stakeholder Workshops	Qtr1 2018	
	Regional Local Authority Steering and Working established to coordinate the regional activity at scale	Qtr2 2018	
	Regional Social Landlord engagement	Qtr4 2017	
	Initiated pathfinder/proof of concept development at Neath (Hafod Site)	Qtr4 2017	
	Planning approved for Hafod Site - due to commence on site	Qtr3 2018	
	Consultants engaged to assist in development of the 5 case business model	Qtr2 2018	
Risks Tbc - awaiting draft 5 case model	Description	Mitigation	
	Development		
	Land costs and availability	Project to ensure that local authorities provide a land bank.	
	Supply chain development	Robust supply chain strategy and on-going industry engagement plan in place.	

	Approved design specification	Development and implementation of a holistic, flexible, industry approved design standards.					
	Operational						
	Supply chain capacity and capability	Robust supply chain strategy and on-going industry engagement plan to be in place.					
	Appropriate land availability	Ensure that local authorities provide a sizeable land bank.					
	Not achieving new build targets	Ensure effective programme planning.					
	Insufficient capacity to deliver the programme	Ensure that the right levels of skills and experience are in place -experienced regional project team and manager, robust stakeholder management/ coordination.					
	Financial						
	Failure to secure funding package	Ensure credible and robust detailed business plan and financial profile is in place at outset. Written letters confirming all sources of funding to be in place at approval stage					
	Significant changes in the funding package, including public and private sector match funding.	Ensure commitment of match funding partners through signed partner funding letters in place at project approval stage. The delivery profile and associated match funding components to be monitored on a regular basis to ensure that it is in line with the agreed financial profile.					
	Implementation						
	Deliverability of HAPs within the City Deal programme timeframe.	Detailed time bound project delivery proposals for HAPs to be set out in the 5 case business model					
	Slippage including delays in procurement / delivering contracts	All work detailed in the programme plan will be subject to a regular, on-going process of performance review. The benefits realisation plan will also be monitored and reviewed on a regular basis.					
	Project management to deliver the agreed activities and results.	Dedicated project management and delivery team to be appointed at the outset of the project to ensure effective implementation of the programme.					
	Complex nature of retrofit	Robust and detailed implementation and delivery plan will be formulated to ensure that an approved and tested retrofit approach is set in place.					
Financial Profile		2018/19	2019/20	2020/21	2021/22	2022/23	TOTAL (£)
Note - these figures are subject to change during development and approval of the 5 case business model	Public	6,425,000	14,075,000	22,950,000	31,900,000	43,800,000	119,150,000
	Private	23,075,000	47,675,000	73,050,000	102,600,000	136,500,000	382,900,000
	City Deal	2,900,000	4,400,000	4,400,000	3,000,000	300,000	15,000,000
	TOTAL (£)	32,400,000	66,150,000	100,400,000	137,500,000	180,600,000	517,050,000
Dependencies	Availability of sizeable local authority land banks across the region Planning Consents						

Pembroke Dock Marine			
Project Authority Lead	Pembrokeshire County Council		
Project Delivery Lead	Milford Haven Port Authority		
Total Cost	£76,320,001	City Deal	£28,000,000
Description	The project will involve the development of a marine energy test area utilising the deep port of Milford Haven, an energy engineering centre of excellence, and a wave energy demonstration zone. By creating a cluster of resources, knowledge, and capabilities, Pembroke Marine will accelerate technology development, enhancing the sector's success and ensuring continued investment and development in test sites on a regional, Welsh and UK scale.		
Milestones Tbc - awaiting revised business case	Activity		Date (using calendar year)
	Business Case Development		
	Initial draft business case shared with UKG / WG		Qtr4 2017
	Revised business case shared with UKG / WG		Qtr3 2018
	Final review of draft version business case by UKG / WG		Qtr1 2019
	Business case submitted to the Council		Qtr1 2019
	Business case submitted to Economic Strategy Board, Programme Board and Joint Committee for Approval of the project submission to the UKG/WG		Qtr2 2019
	UKG/WG approval of the release of Government Funding to the project		Qtr3 2019
	Project Development		
	Amion Consultants engaged to develop 5 case business model		Qtr1 2018
Risks Tbc - awaiting revised business case	Description	Mitigation	
	Development & Delivery		
	One or more of the 4 PDM project partners withdraws from the project	Memorandum of Understanding/SLA to be signed by each of the 4 project partners and to be in place at the outset of the PDM project - this document to be approved by the Project Authority Lead. Funding Approval letter in place between Project Lead and Project Authority Lead.	
	Development		
	Environmental/ecological/archaeological constraints	Project to appoint specialist planning consultant to work with relevant planning/consenting agencies and ensure any findings and necessary mitigating measures are incorporated into outline planning application report	
	Implementation		
	Deliverability of PDM within the City Deal programme timeframe.	Detailed time bound project delivery proposals for 4 elements of PDM to be set out in the 5 case business model.	
	Delay/failure to secure required consents	Early engagement with consenting authorities and key stakeholders Project to appoint specialist consultants where appropriate. Ensure key consent milestones and interdependencies are included in project schedule and monitored closely. Project to	

		carry out comprehensive surveys, where appropriate, and include findings and necessary mitigating measures in consent applications					
	Failure to ensure stakeholder buy-in to project concept	Project engaging with local community through public exhibitions, liaison groups etc., to ensure that stakeholders are fully informed of impacts and there is opportunity for concerns to be addressed where possible.					
Operational							
	Failure to attract developers/end users	Project partners to undertake market research to assess need and identify end user requirements.					
Financial							
	Failure to secure funding package	Ensure credible and robust detailed business plan and financial profile is in place at outset. Written letters confirming all sources of funding to be in place at approval stage					
	Increase in design and construction costs	Ensure detailed costs in place for the all 4 elements of this project. Prepare Tender in line with agreed budgets. Ensure project manager is in place from outset. Allow for a suitable contingency in the financial profile.					
Financial Profile Note - these figures are subject to change during development and approval of the 5 case business model		2018/19	2019/20	2020/21	2021/22	2022/23	TOTAL (£)
	Public	480,000	4,480,000	4,480,000	4,480,000	4,480,000	22,400,000
	Private	5,184,000	5,184,000	5,184,000	5,184,000	5,184,001	25,900,001
	City Deal	5,600,000	5,600,000	5,600,000	5,600,000	5,600,000	28,000,000
	TOTAL (£)	152,640,000	152,640,000	152,640,000	152,640,000	152,640,001	76,320,001
Constraints	State Aid Rules						
Dependencies	There are 4 elements to this project, each led by a different organisation. ERDF funding for PDI, MEECE, & PDZ. Planning Consents						

9.4 SBCD Theme - Smart Manufacturing

Factory of the Future			
Project Authority Lead	Neath Port Talbot County Borough Council		
Project Delivery Lead	Swansea University		
Total Cost	£23,521,686	City Deal	£10,000,000
Description	This initiative will support inward investment in leading edge technologies and harness the opportunities associated with a digital manufacturing revolution. Informed by industry 4.0 principles, and supported by world class industrial innovators, this initiative will put the		

	region and its enterprises at the forefront of this digital and data based manufacturing movement creating a regional integrated manufacturing ecosystem making use of the hub-spoke model and digital infrastructure improvements to connect spokes to a main hub based in Swansea University.						
Key Milestones	Activity						Date (using calendar year)
	Business Case Development						
	Initial draft business case shared with UKG / WG						Qtr1 2018
	Final review of draft version business case by UKG / WG						Qtr4 2019
	Business case submitted to the Council						Qtr1 2020
	Business case submitted to Economic Strategy Board, Programme Board and Joint Committee for Approval of the project submission to the UKG/WG						Qtr2 2020
	UKG/WG approval of the release of Government Funding to the project						Qtr2 2020
	Project Development						
	Finalise location						Qtr3 2018
	Formalise project designs						Qtr3 2018
	Procurement process commences build						Qtr3 2018
	Contractor appointed						Qtr3 2018
	Commence building work						Qtr2 2019
New Centre Opens						Qtr3 2020	
Risks Tbc - awaiting revised business case	Description			Mitigation			
	Development						
	Delay in planning conditions/ consent.			Early engagement with stakeholders and consent authorities to raise any issues early on.			
	Delay in procurement of contractor			Utilise existing procurement frameworks. Early engagement with contractors to identify issues which may cause delay and require specialist input. Monitor and review progress of contractor through his procurement process.			
	Operational						
	Centre does not suit end-user needs			Regular design meetings involving end-users at initial design and fit-out stage. Early identification of supply chain.			
	Financial						
Failure to secure funding package			Ensure credible and robust detailed business plan and financial profile is in place at outset. Written letters confirming all sources of funding to be in place at approval stage.				
Financial Profile Note - these figures are subject to change during development and approval of the 5 case business model		2018/19	2019/20	2020/21	2021/22	2022/23	TOTAL (£)
	Public	694,577	2,019,078	2,753,095	2,408,787	2,428,086	10,303,623
	Private	0	450,000	900,000	922,500	945,563	3,218,063
	City Deal	5,217,011	2,314,980	645,710	661,852	1,160,447	10,000,000
	TOTAL (£)	5,911,588	4,784,058	4,298,805	3,993,139	4,534,096	23,521,686
Dependencies	Planning Consent						

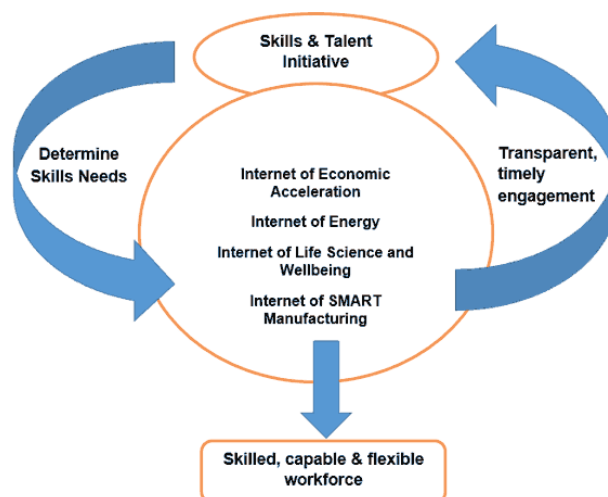
Steel Science			
Project Authority Lead	Neath Port Talbot		
Project Delivery Lead	Swansea University		
Total Cost	£80,000,000	City Deal	£20,000,000
Description	This project will lead to the creation of The National Steel Innovation Centre (NSIC), in the Neath Port Talbot Unitary Authority. This project will provide access to world-class facilities for the development of innovative steel products and processes and opportunities for collaboration between co-located industrial and academic partners which, when combined, will create a sustainable Steel Industry fit for the 21st Century. Additionally, it will place the opportunity for innovation and research within the reach of SMEs who would otherwise struggle to resource intensive PhD-level academic researchers, and allow them to bring this research to the market place.		
Key Milestones Tbc - awaiting 5 case model	Activity		Date (using calendar year)
	Business Case Development		
	Initial draft version 5 case business plan shared with UKG / WG		Qtr4 2018
	Final review of draft version business case by UKG / WG		Qtr4 2019
	Business case submitted to the Council		Qtr1 2020
	Business case submitted to Economic Strategy Board, Programme Board and Joint Committee for Approval of the project submission to the UKG/WG		Qtr2 2020
	UKG/WG approval of the release of Government Funding to the project		Qtr2 2020
	Project Development		
	Finalise location		Qtr3 2018
	Formalise project designs		Qtr3 2018
	Procurement process commences build		Qtr3 2018
	Contractor appointed		Qtr3 2018
	Commence building work		Qtr2 2019
	New Centre Opens		Qtr3 2020
Risks Tbc - awaiting 5 case model	Description	Mitigation	
	Developmental		
	Plans not approved	Engage with the local authority to understand any potential issues early on in the process. Engage planning specialists to make sure plans are in accordance with planning laws.	
	Unable to acquire suitable land	Ensure alternative solutions are developed using existing options.	
	No suitable procurement bids	Ensure in-depth planning and specification, and consult with market prior to commencement of tender process.	
	Operational Risks		
Revenue falls below plan	Develop engagement plan with key industry stakeholders to share success and encourage industry memberships. Seek funding opportunities through collaboration.		

	Industry consolidation	Continue to monitor the sector and understand developments and adjust centre operations and research focus to best suit industry requirements.					
	Financial Risks						
	Failure to secure funding package	Ensure credible and robust detailed business plan and financial profile is in place at outset. Written letters confirming all sources of funding to be in place at approval stage.					
	Project overspend	Develop detailed project plans, ensure costed items are agreed by all key stakeholders. Hold regular budget review meetings to ensure visibility of spend at all times and early intervention if budget is in danger of being exceeded.					
Financial Profile Note - these figures are subject to change during development and approval of the 5 case business model		2018/19	2019/20	2020/21	2021/22	2022/23	TOTAL (£)
	Public	12,000,000	12,000,000	16,000,000	20,000,000	0	60,000,000
	Private	0	0	0	0	0	0
	City Deal	7,000,000	7,000,000	6,000,000	0	0	20,000,000
	TOTAL (£)	19,000,000	19,000,000	22,000,000	20,000,000	0	80,000,000
Dependencies	Planning Consent						

10.0 Interdependencies & Project Synergies

10.1 Interdependencies

Interdependence 1 - The SBCD Skills and Talent Initiative Project & *The Internet Coast*



The aim of the City Deal proposal is to create an uplift in GVA closing the ever-increasing gap between regional and national averages. In order to achieve this, the development of a workforce that is capable, responsive and skilled is key. The 11 projects share this commonality in objective and each will create opportunities for the regions current and future workforce.

The Skills and Talent Initiative will be instrumental in determining the skills needs of the 10 remaining projects and, in turn, will support regional education providers to deliver the skills solutions required. It is anticipated that skills will broadly be required in, but not limited to, the areas of ICT and digital, health and manufacturing and engineering, aligning closely to the four themes of the SBCD programme. There will be opportunities for the transferability of skills between projects and therefore across the region, creating a thriving talent base.

Undeniably, underpinning each of the projects, therefore, is skills and talent, a theme that runs strongly throughout and which will determine the overall success of the City Deal Programme. The right people with the right skills, available in the region at the right time is the most important consideration and challenge for the City Deal. Without a strong, capable and flexible workforce the SBCD projects would struggle to deliver the programme outcomes and therefore not have the transformational effect it aims to achieve.

A further key determinant of success is the preparedness and capability of future generations to capitalise on the opportunities presented by the proposal. The Skills & Talent Initiative recognises that it is essential that younger generations are well-informed, creating a sustainable pipeline of talent which is ready and able to support and further develop the future economy of the Swansea Bay City Region.

It is therefore the intention of the Skills & Talent Initiative to foster the themes of entrepreneurship and digital innovation given their strategic importance to the Swansea Bay City Deal Programme, and to work with key stakeholders to align provision to these key themes. As such, these two areas will be focussed on in schools and, increasingly so, in further and higher education institutions.

In addition, there is opportunity for synergy in terms of skills between the four themes at a more specific level: namely, Energy, Life Science & Wellbeing and Smart Manufacturing are of critical strategic importance in their own right, but through the City Deal they are interconnected and mutually supportive.

The 21st Century is a multidisciplinary age transcending sectors and the majority of innovative solutions to the most pressing challenges reside in the collision of disciplines. The further and higher education institutions operating within the region already have an exemplary offer of provision within these areas. Aligning their offer more closely to the specific needs of the City Deal and identifying where there are opportunities for multi-disciplinary teaching will create skilled individuals with the transferable skills needed to work across the region.

Interdependence 2 - The Internet of Economic Acceleration and its Constituent Projects

The proposal and its constituent projects are built on a solid foundation characterised by an advanced digital infrastructure. A lack of an effective and reliable next generation digital infrastructure will hinder the development and exploitation of new technologies and capabilities which could negatively impact and hinder the success of key projects. The level of interdependency varies across the projects with some relying on digital elements more than others.

Primarily, the successful implementation of the Digital Infrastructure project will allow for the establishment of 5G testbeds that will enable innovation and entrepreneurship, themes which are especially crucial for the Centre of Excellence in Next Generation Services, Yr Egin and the Swansea City and Waterfront Digital District. A lack of these testbeds would create significant barriers to the attraction and retention of the talent, businesses, key industry leaders and inward investment to the area which are crucial to the success of those projects.

Interdependence 3 - The Internet of Economic Acceleration and the Internet of Energy

An innovative digital infrastructure is particularly pertinent for the Homes as Power Stations project. Imperative to the proposal is the utilisation of the internet to create innovative and sustainable energy generation combined with storage and efficiency, this will be supported by the use of smart metering. The effective use of smart metering is integral to the proposal as it will allow users to manage their own usage and assist in the measurement of the efficiencies achieved within the region both at a personal and national level.

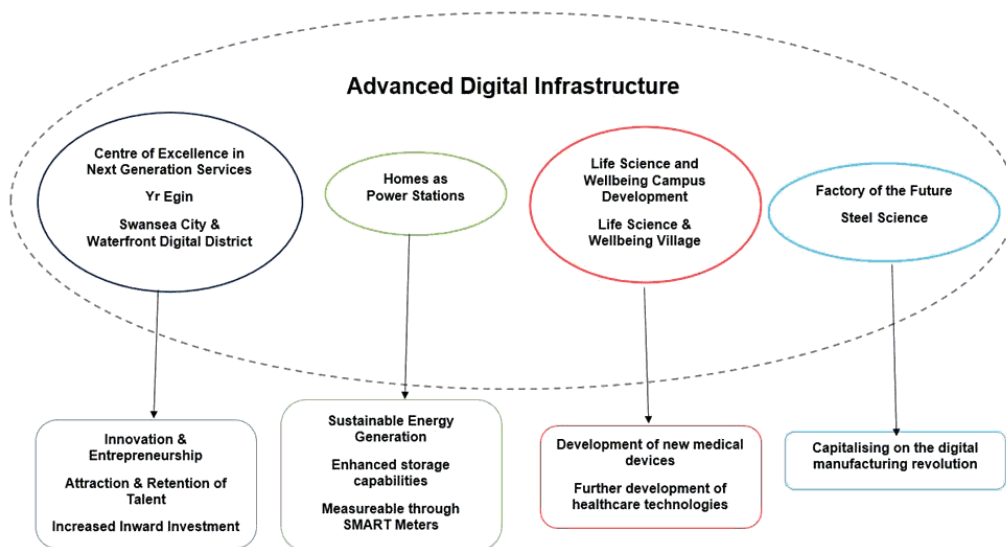
Interdependence 4 - The Internet of Economic Acceleration and the Internet of Life Science and Wellbeing

The developments proposed by both the Life Science and Wellbeing Campus and Village projects are heavily reliant on an innovative digital infrastructure. A lack of this infrastructure would hinder the projects desires of utilising advanced technologies to develop new medical devices and further develop healthcare technologies.

Interdependence 5 - The Internet of Economic Acceleration and Smart Manufacturing

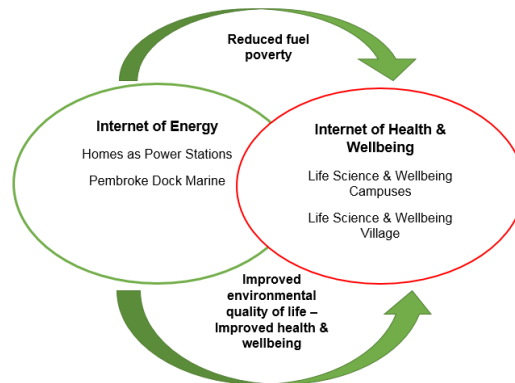
Both the Factory of the Future and the Steel Science projects are reliant on the use of next generation technologies. The Factory of the Future project is closely aligned to the principles of Industry 4.0 which is based on the themes of automation and data exchange in manufacturing technologies.

Further dimensions include cyber-physical systems, the Internet of things, cloud computing and cognitive computing. These are all elements which require a strong digital infrastructure, without it the project could fail to capitalise on the digital manufacturing revolution



10.2 Synergies

Synergy 1 - Energy and Life Science & Wellbeing

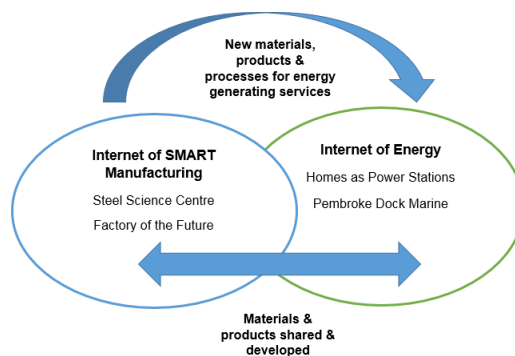


The economic profile of Wales has historically been shifting from a manufacturing dominated base resulting in more of an emphasis on fostering economic growth, development and social inclusion whilst ensuring that natural assets continue to provide the resources on which our wellbeing relies. This places what is termed as the green economy in a key position within the City Deal proposal as the four themes align closely to wellbeing, the environment, manufacturing and economic growth.

The Environmental and resource productivity of the economy aligns closely to the Homes as Power Stations and Pembroke Dock Marine projects with both aiming to produce sustainable energy. The production of green energy has a positive impact on the environmental climate as green energy production generates little if any of the water and air pollution associated with traditional fossil fuel energy sources which a Harvard University study suggests costs public health services an estimated \$74.6billion a year. Therefore production of green energy can directly affect the health and wellbeing of individuals living and working in the region by reducing the risk of cardiovascular and respiratory diseases associated with traditional energy production. This direct link creates synergy with the Life Science and Wellbeing Campus and Village projects.

In addition, fuel poverty is a key determinant for life science and wellbeing, the Homes as Power Stations programme will specifically undertake research which will deliver impact and create an evidence base in support of disruptive innovation where the region has a global reputation as a centre of excellence.

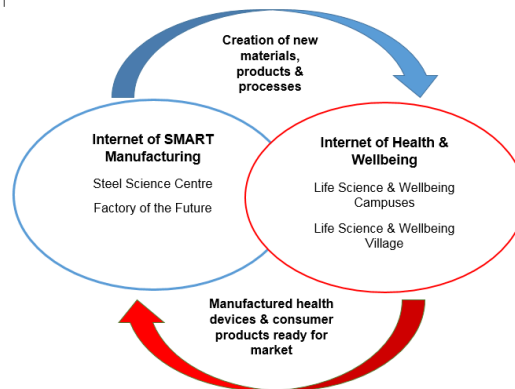
Synergy 2 - Energy and Smart Manufacturing



The Steel Science project will also be in a prime position to have a significant impact on the Green Growth agenda. As well as developing and implementing ultra-low carbon steel making technologies, the new materials, products and processes created at the Centre will provide the opportunity to radically rethink the built environment for energy generating services. This will improve the regional natural asset base promoting the implementation of good environmental management in primary industries. This substantiates its synergy to Homes as Power Stations and Pembroke Dock Marine where materials and products may be shared and developed.

Furthermore, the Pembroke Dock Marine programme builds on momentum already underway regionally, in developing innovative marine energy solutions. This technology will require a local manufacturing base which builds upon the heavy engineering and steel generating capability of the region. Additionally, Homes as Power Stations provides the opportunity to expand existing pilot activities across the UK steel sector to realise in excess of a £1 billion industry, transforming the built environment. This extends from smart coatings on steel substrates through to innovative storage and control.

Synergy 3 - SMART Manufacturing and Life Science & Well-Being



The connections between manufacturing and life science and well-being are long established but the introduction of smart life science and smart manufacturing have placed more importance on this relationship in recent years. The projects of the Life Science and Wellbeing Village and Campuses and the Factory of the Future and Steel Science projects are the opportune prospect to align the two areas.

The region already has examples of Life Science and Wellbeing innovation created locally, manufactured locally and exported from the region to global markets. Examples include therapeutic devices, diagnostic devices and consumer products. The Factory of the Future is being specifically designed to build upon this experience and interconnect value and supply chains within a manufacturing cloud retaining optimum economic value for the region and UK. The Steel Science Centre will create new materials, products and processes, many of which will have applications in Life Science & Wellbeing. This will provide the opportunity to shape the development of intelligent sterile environments, supporting disruptive technologies for telehealth such as smart wearables and intelligent dressings.

The demand for next generation health care and smarter ways of manufacturing highlights the parallels between the two, they are both areas which are in transformation and where new opportunities in IT to meet demands are creating more opportunities for closer working.